



City of Belton, Texas

City Council Meeting Agenda
Tuesday, June 11, 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 Boy Scout Troop #122.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Boy Scout Troop #122.

"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.

Consent Agenda

Items 3-7 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 May 28, 2019 City Council meeting.
4. Consider appointments to the following Boards/Commissions:
 - A. Ethics Commission
 - B. Planning and Zoning Commission
 - C. Parks Board
5. Consider approval of ordinances on first reading and set a public hearing for June 25, 2019, granting franchises to the following companies to operate and maintain non-emergency ambulance transfer services within the public streets and highways of the City of Belton:
 - A. Acadian EMS
 - B. Scott & White EMS
6. Consider authorizing the City Manager to execute a one-year extension with Grantworks, Inc., for administration and management services for the Texas Department of Housing and Community Affairs HOME Program.
7. Consider accepting the dedication deed for Rocking M Lane, located between Auction Barn Road and the Three Creeks Subdivision, as provided for in the Development Agreement and Consent Decree to create MUD #1.

Miscellaneous

8. Conduct a work session on Hill Country Transit and HOP operations in Belton.
9. Hold a public hearing and consider ordinances amending the Code of Ordinances to include standards for Food Trucks:
 - A. Chapter 11 – Licenses and Business Regulations
 - B. Chapter 6 – Fire Code
10. Consider authorizing the City Manager to execute a contract with McLean Construction for construction of the Old Waco Road Sewer Replacement Project, and any change orders associated with the contract, not to exceed the amount authorized under state law.
11. Consider authorizing the City Manager to execute contracts for annual infrastructure materials for one year with the ability to automatically renew for two additional one-year periods at the same prices, including any change orders associated with the contracts, not to exceed the amount authorized under state law.

FY2020 Budget

12. Conduct a work session on FY2020 budget considerations and process, and receive input from Council on key policies and initiatives.

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.



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OFFICE OF THE CITY MANAGER

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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.

Consent Agenda

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3. **Consider minutes of May 28, 2019 City Council meeting.**

A copy is attached. Recommend approval.

4. **Consider appointments to the following Boards/Commissions:**

A. **Ethics Commission** (entire Board)

a. **Planning and Zoning Commission** (reappoint Quinton Locklin, David Jarratt, Dave Covington and Zachary Krueger)

B. **Parks Board** (reappoint Diane Ring and Jason Wolfe)

See Staff Report from City Clerk Amy Casey. Recommend reappointments as presented.

5. **Consider approval of ordinances on first reading and set a public hearing for June 25, 2019, granting franchises to the following companies to operate and maintain non-emergency ambulance transfer services within the public streets and highways of the City of Belton:**

A. **Acadian EMS**

B. **Scott & White EMS**

See Staff Report from City Clerk Amy Casey and Fire Chief Bruce Pritchard. Recommend approval of the franchise ordinances on first reading and set the public hearing and final reading for June 25, 2019.

6. **Consider authorizing the City Manager to execute a one-year extension with Grantworks, Inc., for administration and management services for the Texas Department of Housing and Community Affairs HOME Program.**

See Staff Report from Grants and Special Projects Coordinator Bob van Til. Recommend approval of the one-year contract extension with Grantworks, Inc., for administration and management services related to the HOME Program.

7. **Consider accepting the dedication deed for Rocking M Lane, located between Auction Barn Road and the Three Creeks Subdivision, as provided for in the Development Agreement and Consent Decree to create MUD #1.**

See Staff Report from Director of Public Works Angellia Points. Recommend acceptance of the dedication deed as presented.

Miscellaneous

8. **Conduct a work session on Hill Country Transit and HOP operations in Belton.**

Bell County Judge David Blackburn and Darrell Burtner of the Hill Country Transit District will present this item.

9. **Hold a public hearing and consider ordinances amending the Code of Ordinances to include standards for Food Trucks:**

A. Chapter 11 – Licenses and Business Regulations

B. Chapter 6 – Fire Code

See Staff Report from Director of Planning Cheryl Maxwell and Fire Marshal Jeff Booker. Recommend holding the public hearing and approval of the ordinances as presented.

10. **Consider authorizing the City Manager to execute a contract with McLean Construction for construction of the Old Waco Road Sewer Replacement Project, and any change orders associated with the contract, not to exceed the amount authorized under State law.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the contract with McLean Construction as presented.

11. **Consider authorizing the City Manager to execute contracts for annual infrastructure materials for one year with the ability to automatically renew for two additional one-year periods at the same prices, including any change orders associated with the contracts, not to exceed the amount authorized under State law.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the contracts with Dixon Paving and Texas Materials Group as presented.

FY2020 Budget

12. **Conduct a work session on FY2020 budget considerations and process, and receive input from Council on key policies and initiatives.**

Director of Finance Brandon Bozon and City Manager Sam Listi will update the Council on important budget considerations and process, and will seek input and direction in preparation of the FY2020 budget.

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.

Belton City Council Meeting
May 28, 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 Wayne Carpenter and Councilmembers David K. Leigh, Craig Pearson, Dan Kirkley and John R. Holmes, Sr. Councilmember Guy O'Banion was absent. Staff present included Sam Listi, Gene Ellis, John Messer, Amy Casey, Brandon Bozon, Chris Brown, Matt Bates, Paul Romer, Bob van Til, Bruce Pritchard, Wes Gilbreath, Angellia Points, Charlotte Walker, Cynthia Hernandez, Judy Garrett, Kim Kroll, Cheryl Maxwell and Kelly Atkinson.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember David K. Leigh, and the Pledge of Allegiance to the Texas Flag was led by Director of Public Works Angellia Points. The Invocation was given by Bruce Lovesmith, Associate Pastor of Fellowship Baptist Church.

1. **Call to order.** Mayor Grayson called the meeting to order at 5:32 p.m.
2. **Public Comments.**

There were none.

Consent Agenda

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

3. **Consider minutes of May 14, 2019 City Council meeting.**
4. **Consider approving a contract with Control Panels USA for the installation of SCADA infrastructure at the new Dawson Ridge and Hubbard Branch lift stations.**
5. **Consider authorizing a Façade Improvement Grant (FIG) request to Robert Gaines, 102 East Central Avenue.**
6. **Consider an ordinance amending Chapter 2, Article II, Section 2-26 of the Code of Ordinances regarding the number of board members serving on the Board of Directors for the Lena Armstrong Public Library.**

Upon a motion by Councilmember Leigh and a second by Councilmember Holmes, the Consent Agenda, including the following captioned ordinance, was unanimously approved by a vote of 6-0.

ORDINANCE NO. 2019-21

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

Regular Agenda

7. Hold a public hearing and consider an ordinance adopting the updated Public Works Design Manual.

Director of Public Works Angellia Points said the City adopted the Public Works Design Manual on May 8, 2018. She explained that City Staff held a stakeholder meeting to discuss proposed revisions to the Design Manual on April 16, 2019, following a review that started in March 2019. Comments were received at the stakeholder meeting, and revisions resulting from the meeting were distributed to the stakeholders via email with a request for additional review and comment. No comments were received after the revisions were distributed.

Mrs. Points summarized each of the proposed revisions:

- General Requirements
 - Global name change from Design Manual to Public Works Design Manual.
 - Add tree trimming and pruning requirements.
 - Add environmental assessment and clearance requirements by reiterating the Texas Antiquities Code.
- Transportation
 - Add doweling requirements.
 - Modify curing compound notes.
 - Clarify valley gutter detail.
- Drainage
 - All safety end treatments for pipes 36 inches and less shall be precast.
 - Subdivisions must have erosion control along each lot prior to the City accepting the subdivision. Inlet protection is also required. Owner of the lots must maintain the erosion control through the home building process.
- General Utilities
 - Minimum clearance around utilities shall be 12 inches. When this is not possible, the pipeline must be encased.
 - Modify the air and vacuum release valve.
- Water
 - Clarify meter type, service poly line material.
 - When a bypass line is used, it needs to be metered.

- Wastewater
 - Offsite manhole reflectors must be green, yellow, or orange in color.
 - Water-tight manholes need to have a trowel-able sealant or approved equivalent around the joints and rings.

Mrs. Points said that Staff believes the revisions are acceptable to the stakeholder community given the responses at the stakeholder meeting and because no additional responses were received following distribution of the revised documents.

Mayor Grayson asked if the products required to be purchased by homeowners are readily available. Mrs. Points said they are available at pipe supply companies such as ACT. Mrs. Grayson said she doesn't want to approve the manual if it requires homeowners to use items that they cannot readily purchase.

Mayor Grayson opened the public hearing.

Marty Janzcak, 12 N. 5th Street in Temple, representing homebuilders in the area, said he appreciates the stakeholder meeting. The attendance at the meeting was a good mixture of builders and developers, and the comments were incorporated into the manual. He also noted that the State legislature recently passed HB852 related to the way permits are issued, and added that HB2439 is sitting on the Governor's desk waiting to be signed. This bill deals with specifications of product specific mandates. He cautioned that the City may need to change specific product types in the future to more generic specifications.

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

Councilmember Leigh said there may be additional costs for some requirements that are possibly not adding value. He used the City logo requirement on manhole covers as an example. He asked if there was an additional cost this requirement. Mrs. Points said that the manufacturer has assured her there is no additional cost for the logo. Councilmember Holmes explained that he has been told that the logo costs extra. Mrs. Points said when the requirement was included in the original Design Manual, the manufacturer said there was no additional cost. She added that she will verify this with the manufacturer.

Mr. Leigh suggested that Staff take comments and suggestions from the homebuilder community, as well as homeowners, all throughout the year, and bring those suggestions or revisions to the Council. Councilmember Kirkley suggested that these be addressed at work sessions as they arise.

Mayor Grayson asked if the pending legislation will have an effect on the Design Manual, and wondered if approval of the manual should be delayed until any effect is known. Mrs. Points said that she would like to go ahead and wrap up these changes since there is buy-in from the stakeholder community. She added that if the new laws affect the requirements in the manual, then Staff would bring proposed revisions to the Council at that time.

Mayor Pro Tem Carpenter asked about the tree trimming requirements. He was concerned about the “butchering” that had occurred in the past. He asked if there is any additional type of enforcement to ensure that oak trees are treated properly and to ensure that oak wilt is not spread. Mrs. Points said Staff provides the contractors with the requirements when they apply for permits, but the only enforcement is just to monitor it as time permits. She explained that she couldn’t put an inspector on it full-time due to limited staff.

Councilmember Holmes asked if the requirements were for a developer, or for someone contracted with the City. Mrs. Points said it is not intended for developers. It is mainly for those who do contracted tree-trimming. She added that the way it is currently proposed, it would apply to homeowners although that was not the intent.

Mayor Grayson said it bothers her that the City is making a rule it really can’t enforce. Councilmember Leigh said it is more for the ROW, and not necessarily tree-trimming on private property. He added that the City needs to notify the utility companies about the requirements for tree-trimming and possibly consider making them post a bond to prevent damage to the area trees prior to tree-trimming.

Mrs. Points said she would revise the tree-trimming requirements to only apply to those trimming trees in the ROW. She added that she would look into possibly requiring a bond in the future.

Councilmember Kirkley said it looked to him like some of the personnel trimming the trees were not trained. Councilmember Carpenter added that some homeowners have spent a lot of money to keep their oak trees alive, and they don’t want to lose them.

Councilmember Leigh thanked Mrs. Points for bringing revisions to the Design Manual in a timely manner. Councilmember Pearson thanked the stakeholder community for their participation in the process.

Councilmember Leigh made a motion to adopt the updated Public Works Design Manual with a change for the tree trimming requirement applying only to those trimming trees in the ROW, and to bring other ancillary items discussed back to the Council at the next review. The motion was seconded by Councilmember Pearson, and Item #7, including the following captioned ordinance, was unanimously approved by a vote of 6-0.

ORDINANCE NO. 2019-22

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

8. **Hold a public hearing and consider a zoning change from Retail District to Retail District with a Specific Use Permit to allow Used Car Sales on approximately 0.9 acre comprising lots 0009, 0008, 0007, and 0006, Block 2 of Belton Lake Estates at 3286, 3292, 3298, and 3304 Lake Road, on the north side of Lake Road (FM439), east of Lake Ridge Drive.**

Director of Planning Cheryl Maxwell said that this property was annexed in 2006 and is currently zoned Agricultural. A zoning change to Retail District was approved for this property in April, 2018. At that time, this property was for sale and under contract for purchase to develop a convenience store with gasoline pumps and beer/wine sales. The proposed purchaser, Mr. Sharma, planned to relocate his store, Nomads, to the north side of the road. The sale did not go through, and Mr. Sharma withdrew his request prior to the Planning Commission meeting. However, the property owner, Mr. Babcock, reapplied for the zoning change to Retail District, and it was approved. The owner has another party interested in the property and is now requesting a zoning change to add a Specific Use Permit to allow used car sales. The Retail Zoning District will remain as the base zoning district.

Mrs. Maxwell said most of the properties on the north side of Lake Road are outside the City limits and, therefore, have no zoning. This includes the adjacent properties to the north that are residentially developed. Adjacent properties to the west are in the City limits, are zoned Planned Development-Office 1 District, and are currently undeveloped. The adjacent properties to the east are outside the City limits; two seasonal fireworks stands are located there and are currently not in use. East of this are two undeveloped Multi-Family District lots that are inside the City limits. Properties on the south side of Lake Road near this site are zoned Agricultural. The convenience store, Nomads, is located there. East of Nomads is Shady Meadows Mobile Home Park. Other properties in this area are currently undeveloped.

Maxwell explained that the requested SUP is in addition to the current Retail Zoning District. Therefore, all of the uses identified below will continue to be allowed by right, with the additional use of used car sales.

- Any use permitted in the NS or Office Districts
- All alcoholic beverage sales with 50% or less revenue from alcohol
- Auto Parts Sales
- Clinic
- Convenience Store with Gas Pumps
- Discount, Variety or Department Store
- Food or Grocery Store
- Furniture and Appliance Store
- Gasoline or Service Station
- Home Improvement Center
- Laboratory
- Nursing Home
- Restaurant

- Shopping Center and other Retail Uses; Bakery; Clothing and Apparel Store; Fabric Store; Key Shop; Kiosk; Pet Shop; Sporting Goods Store
- Telephone or Utility Business Office
- Wholesale Clubs or Department Stores – no outside storage

Maxwell stated that Staff believes the requested SUP satisfies the criteria for the SUP request. Development must comply with the City's Design Standards including building materials, landscaping requirements, dumpster requirements, lighting, and signage. A site plan has been provided showing the general layout of the proposed business, including landscaping to enhance the visual appearance. Specific site development details will be addressed with the building permit. The business anticipates having two employees with hours of operation generally 10 a.m. to 7 p.m. Monday through Saturday, and 1:00 p.m. to 7 p.m. on Sunday. Perimeter fencing and lighting is proposed for security purposes, and will comply with all requirements in the Zoning Ordinance and Design Standards.

The Future Land Use Map (FLUM) identifies this area primarily as residential use; however, this has already been modified with the Retail zoning that was approved for this tract in 2018. The addition of the requested SUP for used car sales appears appropriate along this major arterial roadway.

Water service to this area is provided by 439 Water Supply Corporation through its CCN for water service. The north side of FM 439 is not in the City's sewer CCN, and no sewer service is currently provided. This property is already platted, and the proposed building location satisfies setback requirements for the Retail Zoning District; however, if the new building envelope crosses a platted lot line, a replat of the property to consolidate lots is required.

The Planning and Zoning Commission met on May 21, 2019, and unanimously recommended approval of this zoning change from Retail District to Retail District with a SUP for used car sales, subject to the conditions below. Staff concurs with their recommendation.

1. The use and development of the property shall conform to the Retail Zoning District in all respects.
2. In addition, a specific use permit is authorized for used car sales, subject to the attached general site plan.
3. The development of the property shall conform to the attached general site plan and all applicable Design Standards per Ordinance 2014-17.
4. Driveways and public parking areas shall be asphalt or concrete.
5. Sign standards shall conform to Ordinance 2008-11.

6. Fencing shall comply with requirements as stated in the Zoning Ordinance and Design Standards (Ordinance 2014-17).

Mayor Grayson said it looks like there is some residential property behind the area. Mrs. Maxwell said that property is outside the City limits, so there is no zoning.

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

Councilmember Leigh pointed out to one of the parties who protested the zoning change that the property is already zoned Retail. The Council will just be adding the SUP to allow for the car lot. He said he isn't a huge fan of used car lots, but they can be made to look nice.

Upon a motion by Councilmember Holmes and a second by Councilmember Pearson, Item #8, including the following captioned ordinance, was unanimously approved by a vote of 6-0.

ORDINANCE NO. 2019-23

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM RETAIL TO RETAIL DISTRICT WITH A SPECIFIC USE PERMIT FOR USED CAR SALES ON A 0.9 ACRE TRACT WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 14 DESIGN STANDARDS.

9. Hold a public hearing and consider a zoning change from Planned Development –Single Family One District to Planned Development—Single Family One District with a Specific Use Permit to allow an Accessory Dwelling Unit on Lot 5, Block 3, Dawson Ranch Subdivision, Section I, Phase I, at 3209 Loving Cove, west of Dunns Canyon Road and north of Chisholm Trail Parkway.

Director of Planning Cheryl Maxwell said that this property, and the surrounding properties to the south, east and west, are developed with detached single family homes and were rezoned to a Planned Development District with a Single Family One base zoning district in 2004. The adjacent properties to the north are also zoned SF-1, and are part of The Bluff at Dunn's Hollow Subdivision Phases I and II, currently undergoing development with detached single family homes that are located on the lots backing to the applicant's property.

Mrs. Maxwell explained that the applicant wishes to construct an Accessory Dwelling Unit (ADU) for an elderly parent to reside on-site. The Zoning Ordinance was amended in October 2018 to allow ADUs in certain zoning districts and established basic standards for this use. A newly constructed ADU without a kitchen is allowed

by right as an incidental use on the same lot as the main dwelling unit. However, an ADU with a kitchen requires approval of a Specific Use Permit.

The requested SUP appears to satisfy the required criteria, and the proposed development plan meets all standards for an ADU. The applicant is providing three additional parking areas on site (2 in extended driveway and 1 in the new garage) to accommodate parking needs and minimize any impact to the neighborhood.

At the Planning and Zoning Commission meeting on May 21, 2019, several property owners in this vicinity spoke in opposition to the applicant's request, expressing concerns with the potential for increased traffic, parking concerns, and the ADU becoming a rental unit. Some comments focused on the ADU concept in general, with concerns of increased densities in single family neighborhoods. The Planning and Zoning Commission unanimously recommended approval of this zoning change from PD (SF-1) to PD (SF-1) with an SUP for an ADU, subject to the following conditions:

- The use and development of the property shall conform to the SF-1 Zoning District in all respects.
- In addition, a specific use permit is authorized for an accessory dwelling unit with a kitchen, subject to standards identified in Ordinance 2018-36 and the attached site plan, floor plan and elevations.
- The development of the property shall conform to all applicable Design Standards per Ordinance 2014-17.

Staff concurs with the P&Z recommendation.

Mayor Grayson opened the public hearing.

Barbara Tatom, 3202 Loving Cove: Mrs. Tatom said she lives within 200 feet, and she is perfectly fine with the applicant adding the ADU. She thinks it will look nice.

Cari Starritt-Burnett, 3104 Dunn's Canyon: Ms. Starritt-Burnett spoke in favor of the rezoning to allow the ADU with an SUP. She read an email for a neighbor who was unable to attend the meeting. The neighbor is Barbara Shaw, who lives on Loving Cove, and she is also in favor of the rezoning.

Maria Hall, applicant: Ms. Hall explained that she is the applicant. She asked if the interior floor plan could be redesigned to accommodate her father's request to have the bedroom and bathroom connected since he has mobility issues. She was told that it will be allowable.

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

Councilmember Kirkley commended the neighbors for speaking up for the applicant.

Councilmember Holmes said he attended the P&Z meeting on this item. He said that the HOA will not allow for an accessory rental unit, so that should alleviate that concern. He added that HOA is strict on parking as well, so that should not be an issue either. He said he is glad to see that the ordinance is working well because he believes the City will begin to see more of these as more people begin caring for their aging parents.

Councilmember Leigh said that there is a level of ignorance of the restrictions with these types of structures. He said if you sell a piece of property, and you don't like these type of units, you can restrict them through deed restrictions or through an HOA. Mr. Leigh added that ADUs are becoming more popular. He said they are good for the community because the more densely populated a city is, the greater sense of community you have because you are closer to each other. He believes also believes the City will start seeing more of these units, which may lead to more Airbnb properties. He asked if the City has any regulations governing the rental of these type properties. Mr. Listi said that regulations have been considered for bed and breakfast type facilities, but it has not been included in the ordinance yet for Airbnb properties. Councilmember Leigh said it would be good for the City to get ahead of that possible trend.

City Manager Listi added that the ordinance does specifically state "floor plan, site plan and elevations," but he doesn't believe Staff is concerned about the interior layout of the property. The concern is the exterior, so he suggested adding "flexibility in the floor plan" to the motion.

Councilmember Holmes made a motion for approval of the zoning request with flexibility in the floor plan design. The motion was seconded by Councilmember Kirkley, and Item #9, including the following captioned ordinance, was unanimously approved by a vote of 6-0.

ORDINANCE NO. 2019-24

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM PLANNED DEVELOPMENT-SINGLE FAMILY ONE TO PLANNED DEVELOPMENT-SINGLE FAMILY ONE DISTRICT WITH A SPECIFIC USE PERMIT FOR AN ACCESSORY DWELLING UNIT WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 14 DESIGN STANDARDS.

10. **Consider a final plat of Ramirez Addition, a replat of Lots 13, 14, and 15, Block 4, Belton Lake Estates, comprising 0.539 acre, located on the east side of Wild Wood Drive, near its intersection with Cedar Crest Drive, north of FM 439, in Belton's ETJ.**

Director of Planning Cheryl Maxwell said this property is located in Belton's ETJ, so there is no zoning. This replat combines three lots into one, comprising 0.539 acres. These lots are part of Belton Lake Estates, which was originally platted in 1962. A 25' building setback line and 10' utility easement are provided along the street frontage.

Mrs. 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 6" water line along Wild Wood Drive that provides service to this lot.

The City of Belton Fire Code requires a minimum water flow of 1,000 gpm for fire hydrants. 439 WSC estimates the flow of the existing 6" line to be 400 – 750 gpm; therefore, the applicant is requesting a variance to this requirement, and Staff supports this request. The existing fire hydrant locations are satisfactory.

Sewer: No sanitary sewer is available to serve this subdivision. A septic system is proposed, subject to approval by the Bell County Public Health District. The lot exceeds the minimum 0.5 acre required for a septic system.

Drainage: With just one single family residence on this site and three lots being consolidated into one, 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/Sidewalks: The adjacent street, Wild Wood Drive, is under County maintenance up to the northern property line of Lot 8, Block 6, Belton Lake Estates, on the west side of Wild Wood Drive, approximately 100' north of Cedar Crest Drive, where it transitions to private maintenance. Therefore, this subdivision has approximately 100' of public street frontage, which exceeds the minimum 20' required by the City and 50' required by the County. The public portion of Wild Wood Drive is a local street with 60' existing ROW. Existing pavement width on the public section varies from approximately 17' to 20'. No additional ROW is needed.

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. The Subdivision Ordinance allows waiver of this requirement for single family developments not exceeding three lots. 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 outside the City limits, and the County is satisfied with the current facilities, which are under their maintenance. Since Wild Wood Drive is a local street, sidewalks are not required.

Parkland Dedication/Fee: Per Subdivision Ordinance Section 517, residential subdivisions are required to dedicate suitable lands for the purpose of parkland and/or make a financial contribution for the acquisition and development of such parkland. One acre for each 100 new dwelling units projected is required. With only one lot the dedication would be 0.01 acres, which is considerably short of the minimum two acres desired for dedication. The fee in lieu of dedication is \$200/lot which would be \$200 for this subdivision. A variance to the parkland dedication/fee requirement is requested. Staff supports the variance request since there are no City parks within a one mile radius, and this replat will result in a reduction in density from three lots to one.

Mrs. Maxwell added that since this proposed subdivision is located in Belton's ETJ, the Bell County Engineer's Office has reviewed this plat and provided comments that 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 approval of requested variances.

The Planning and Zoning Commission met on May 21, 2019, and unanimously recommended approval of this final plat, subject to the following conditions:

- Approval of variance to water flow requirement of 1,000 gpm for fire protection;
- Approval of variance to the perimeter street improvement requirement for Wild Wood Drive; and
- Approval of variance to the parkland dedication/fee requirement.

Mrs. Maxwell said Staff concurs with the P&Z's recommendation.

Upon a motion by Mayor Pro Tem Carpenter, and a second by Councilmember Kirkley, Item #10 was unanimously approved by a vote of 6-0.

11. Consider a final plat of Royal Heights Addition, Replat No. One, comprising 6.293 acres, located on the northwest side of Loop 121, west of its intersection with FM 436.

Director of Planning Cheryl Maxwell explained that this plat consists of 55 residential lots, four green tracts totaling 0.559 acres, and one drainage/utility tract consisting of 1.109 acre. This property was platted as a one lot subdivision for an apartment complex in 2009. In November, 2017, this property was rezoned to Planned Development (PD) Multiple Family for attached townhomes. The PD zoning that was approved for this property in November 2017 included exhibits showing four Green Space areas providing 28 off-street parking spaces. The preliminary plat was approved by the City Council in September 2018, and was consistent with the PD zoning exhibits. The final plat is consistent with the preliminary plat. An updated Overall Layout has been provided that shows the same 28 parking spaces in the Green Space areas, but slightly redistributed.

Maxwell stated that the residential lots satisfy all area requirements as established in the PD zoning ordinance. Additionally, a note has been provided on the plat requiring a 19' rear yard setback where garage entry is proposed from Allie Way. She added that solid fencing/screening is required between residential and nonresidential zoning districts. The developer's site plan shows an existing 6' fence along the perimeter of the property adjacent to the Single Family-3 Zoning District where the Liberty Hill development is located. A few of these lots do not currently have a fence, so the applicant is required to provide fencing for those lots that are residentially zoned. She added that the applicant is proposing new fencing along the southern edge of the easement where the townhome lots back up to the easement. Along Loop 121, the fencing stops where the string of lots will front on Loop 121. Fencing along Loop 121 is required to be constructed of wood with a capped topped rail and masonry columns spaced every 50 linear feet.

Mrs. Maxwell said two entrances are proposed for this subdivision from Loop 121, and these driveway locations have been approved by TxDOT. The lots with frontage along Loop 121 will face Loop 121, but access via an alley at the rear of the lots is proposed. On-site parking requirements are two spaces per residential unit. Units with a one car garage will provide two parking spaces on site – one space in the garage, and one in the driveway. Units with a two car garage will provide four parking spaces on site – two spaces in the garage and two in the driveway. An additional 28 parking spaces will be provided for general parking for guests and visitors in the complex in the designated green areas.

Maxwell said the applicant provided a traffic study that provides an assessment of existing and projected vehicle operations in this area and proposed driveway locations per TxDOT criteria. The study evaluated existing conditions, trip generation estimates, driveway locations, and deceleration/acceleration lanes, and it concluded there would be minimal impact from this development; no improvement/mitigation measures were recommended in the study.

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

Water: An existing 8" water line runs along the north side of Loop 121. The applicant proposes to tap this line and construct an 8" line throughout the subdivision. The 8" line satisfies minimum requirements for fire protection, and the fire hydrant locations are satisfactory. Clearwater Underground Water Conservation District has identified two abandoned wells on this site, and plugging of these wells is required prior to plat signatures.

Sewer: An existing 27" sewer line runs along the north side of Loop 121. The applicant proposes to tie into this line and extend a 6" line throughout the subdivision.

Drainage: A 1.109 acre tract is proposed for drainage/utility needs along the northeast property line. An analysis of pre- and post-development storm water

conditions have been provided and reviewed. No on-site detention is proposed; a drainage channel will be provided and will be owned and maintained by the City. Staff is working with the applicant and TxDOT to resolve issues regarding drainage methodology and calculations. City and TxDOT approval of the applicant's drainage plan is required.

Streets: One roadway and one alley will provide access to the lots in this subdivision. Royal Loop will be constructed as a local street with a 31' pavement width and curb and gutter within a 50' wide ROW. The alley will be constructed with 22' pavement and laydown curb within a 24' wide ROW. No perimeter street improvements are required for Loop 121 since it is a TxDOT roadway.

Loop 121 is a major arterial roadway on the City's Thoroughfare Plan. A minimum 120' ROW is required, and there is currently approximately 120' ROW existing; therefore, no additional ROW is requested by TxDOT.

The Restrictive Covenants prohibit parking on the public streets during the hours between 10:00 p.m. and 6:00 a.m. In addition, "No Parking" signs to this effect will be placed along Royal Loop and Allie Way, and Allie Way will be striped as a fire lane with no parking allowed at any time.

Sidewalks: A 6' wide sidewalk is required along Loop 121, an arterial roadway. The site plan shows a 6' sidewalk along Loop 121 and 5' sidewalk along one side of the local street, Royal Loop. The sidewalk along Loop 121 is currently shown stopping at the drainage/utility easement instead of extending to the property line, due to the difficulty in crossing the easement. Staff agrees this is a reasonable termination point, anticipating the extension of the sidewalk by TxDOT in conjunction with widening of the roadway at some point in the future.

Parkland Dedication/Fees: The parkland fee is \$200 per residential unit. For 55 dwelling units, the fee equates to \$11,000. These funds will be used at Miller Heights Community Park and S. Wall Street Tiger Splash Pad, both within a one-mile radius of the subdivision. These funds are due at the time of plat signatures.

Maxwell said that Staff has reviewed the plat, and finds it acceptable as a final plat, subject to conditions identified in the City letter to the applicant dated May 17, 2019.

At the Planning and Zoning Commission meeting on May 21, 2019, the applicant and their engineering representative, Mitchell Associates, expressed concern with the methodology and calculations used by the City to determine drainage facilities needed for this development. Director of Public Works, Angellia Points, explained the City's process for ensuring drainage needs are addressed for this development and anticipated future development in the drainage basin. The conclusion expressed at the meeting was that it is likely the plat configuration will work, but that TxDOT needed some additional time to review the engineer's calculations.

The P&Z unanimously recommended approval of this final plat, subject to conditions identified in the City's letter to the applicant dated May 17, 2019, including resolution of drainage issues. Staff concurs with their recommendation.

Councilmember Leigh said that he has seen this subdivision several times, and he believes that it is a good development. He asked if the alleys are wide enough for fire truck and garbage truck access. Mrs. Maxwell said that the Fire Department reviewed the plans and had no comments.

Director of Public Works Angellia Points summarized the City's requirements for drainage and offsite run-off. She said she has worked with Mitchell and Associates on this particular project to model the basin and design the channel to handle the 25-year flows. The engineering firm submitted their calculations to the City on May 17th. The City, at that time, believed that the channel was well designed to handle the flows that were coming from upstream. She said the pinch point is the TxDOT culverts that are located at Loop 121. TxDOT requested some information from Mitchell and Associates, and the information is under review by TxDOT. The City also needs additional time to review the most recent submittal as some of the flows have changed. She said that Staff believes, regardless of how the drainage is handled, it will fit within the plat that has been submitted. She recommends approval noting the conditions in the City's letter of May 17, 2019, as long as the City and TxDOT have concurrence on the drainage before the plat is signed.

Councilmember Leigh asked if the proposed drainage structures in this development are supposed to handle drainage from the entire area. Mrs. Points said, "Yes, from the 25-year storm." Mr. Leigh said it is more of a regional issue, and it doesn't seem fair to have the person at the end handle all the stuff from upstream. The developer should only be required to control the drainage from their own development. City Attorney John Messer said the neighboring properties should be holding their own drainage. Leigh said that a lot of the neighboring properties were developed before this drainage policy was in place.

Councilmember Holmes said he has heard the calculations that were used were based on the area being completely developed and as if there had been no detention in those developments. Mrs. Points explained that the City requires developers to model for future land use. Every development upstream will be required to have detention in place, but there will still be a cumulative effect because the times of concentration will change. Points added that she doesn't want to get into the technical aspects because those are addressed at the Staff level. There will be an increase to flow downstream regardless because of the change to the times of concentration. The channel that was proposed on May 17th is wide enough to handle the City's proposed flows within the plat boundary provided by the developer. Councilmember Holmes asked if it was a City requirement, or if it was the developer sending that to the City. Points explained that the utility easement did not change, however the developer originally proposed a narrower channel. The City required the channel to be large enough to accommodate additional flows. Mr. Holmes asked, "On May 17th?" Mrs. Points said, "Yes." Mr. Holmes said, "That's

cutting it kind of close for a developer, don't you think?" Mrs. Points said she would not recommend a smaller channel because there will be a greater chance of flooding in the area. Councilmember Holmes asked if there is a problem with the Liberty Hill subdivision currently. Mrs. Points said, "Yes, there is." "So, we are really trying to fix Liberty Hill's issue with this proposed drainage system," stated Holmes. Mrs. Points assured him that is not the case. She said that what is being done in this development does not fix the Liberty Hill issue, but it will prevent a future problem.

Councilmember Leigh stated that based on these numbers and the cumulative effect being discussed, he believes the City needs to identify a regional retention/detention pond in the area. Mrs. Points said that a retention/detention basin in the area has been discussed. However, she added, making the channel smaller in this development will require the regional structure to be larger requiring more land from surrounding property owners. The larger channel proposed for this development can fit within the utility easement already existing on the property.

Councilmember Holmes asked, "Didn't TxDOT already accept the flows and permit this project?" Mrs. Points explained that when the developer originally submitted their plans for City review, they also submitted them to TxDOT. The flow originally modeled was about half of what the City needed it to be. When TxDOT looked at it, it was around 400-500 cubic feet per second. TxDOT found that acceptable, so they permitted it. She added that TxDOT's responsibility does not include looking at how the basin is modeled; that is the City's responsibility. The City required improvements to the model proposed which increased the flows. This change to the flows requires a new TxDOT review and permit. Mitchell and Associates has given updated information to TxDOT and the City, and both entities need a little more time to complete the review.

City Attorney John Messer said the City paid for a drainage study of the area, and a lot of the numbers are based upon the results of that study.

Councilmember Holmes asked when the City's drainage basin study was completed. Mrs. Points said that it was completed in November 2018. Mayor Grayson asked if the developer's engineer had received a copy of the study. Mrs. Points said that she always likes to see what the developer's engineer comes up with first. Once she saw that the numbers were not correct, she sent them the study to use as a guide. Mayor Grayson asked when the plans were submitted. Mrs. Points answered, "April 12, 2019."

Councilmember Leigh asked if Staff counsels developers that they need to come through the City before going to TxDOT. He wondered if the City asks the developer to do things in a series or in parallel. City Manager Sam Listi referred to a timeline provided by Mrs. Points, stating that there is a comment on the preliminary plat stating, "A drainage report will be required. All drainage will need to be approved also by TxDOT." Mr. Leigh said that sounds like a parallel, not in series.

Mayor Grayson said, “So this is one of those learning curves that we hope not to repeat.” Mr. Listi said he believes that everyone is working in good faith toward a solution. He added that Staff believes the project can work in the confines that exist right now. The City just needs to receive TxDOT’s final approval on what has been proposed to them.

Mrs. Points added that TxDOT’s approval actually occurred prior to the City’s submitting their comments on the originally proposed drainage plan. Mr. Holmes said, “My biggest concern is we are a little late to the game with some pretty big demands.” Director of Planning Cheryl Maxwell said that the City provided their comments regarding changes that needed to be made after the first review of the plat that had been submitted. The drainage issues were discussed with the developer’s engineer as soon as they were identified.

Councilmember Holmes asked if TxDOT looks at the City’s recommendation or if they do their own study. Mrs. Points said that TxDOT looks to the City for confirmation on the actual drainage study to verify the flows. She added that the City will work with TxDOT to determine how to proceed together.

Councilmember Holmes asked if there was a big difference in flow. Mrs. Points said Staff is still working through the flow calculations. Mr. Holmes asked if he would be surprised at the numbers if he was the developer and he had already presented the City numbers. He expressed his frustration because it seems to be last minute changes on the City’s part. Mrs. Points said she understands the frustration, noting that the City and the applicant are frustrated as well. She added that the project has been pushed forward quickly for approval when normally Staff tries to clear up any issues before presenting the plat to Council.

Councilmember Leigh made a motion for approval, subject to conditions identified in the City’s letter to the applicant dated May 17, 2019, as well as approval of the drainage plan by both TxDOT and the City. Mayor Pro Tem Carpenter seconded the motion, and Item #10 was unanimously approved by a vote of 6-0.

Work Session

12. Conduct a work session on Solid Waste to discuss the draft Request for Proposals.

Director of Finance Brandon Bozon presented a draft Request for Proposals (RFP) related to Solid Waste services and reviewed the various pricing schedules as shown in Exhibit A.

Councilmember Leigh asked if the City will be picking and choosing between the various vendors based on the best proposal for each schedule. Mr. Bozon explained that the City will only choose one contractor for all of the work. He also said Staff is looking for Council feedback regarding which services may not need to be

considered. That way Staff can eliminate those before the RFP is issued. City Clerk Amy Casey stated that the RFP process allows for negotiation which will help the City receive the best value for the exact services desired. City Manager Listi added Staff is trying to be as comprehensive as possible.

Mayor Grayson asked about recycling noting that there isn't much of a market for recycling right now. Mr. Bozon explained that under our current contract, recycling must be taken to a recycling facility provided the recycling is not contaminated. It is currently sorted at a facility in Temple, and then sold to a company in the Austin area where it is stacking up in their yard right now because there is no market for recyclables at this time.

Councilmember Leigh asked if the City has the option of trash collection with no recycling. Mr. Bozon said the RFP can be revised to include that option. Mayor Grayson thought that would be good since recycling typically costs more, and it really isn't going anywhere. Mr. Leigh said that recycling is somewhat deceiving since items may not actually be recycled in the long run due to market conditions. He added that the City could possibly have more frequent events for recycling or have recycling only for valuable items like cardboard.

Councilmember Pearson said he would like to see an annual review of the City's recycling. He added that if the market changes, and recycling becomes cost effective again, then the City could add that service again.

Mr. Bozon said Staff is struggling with the internal proposal. He said he received a study from Temple on how they structured their internal proposal. He added that he learned there is a very limited profit margin on residential solid waste. It is usually only feasible for a City to service their own solid waste when it includes the commercial sector as well. He said the City is challenged to come up with a good number that would be competitive, but is not sure what would happen to the budget should Staff miss the mark. He added another challenge is the procurement of garbage trucks given the long lead time needed for production and also the procurement of commercial equipment to service the City facilities included in the RFP. Staff recommendation is to allow the private sector to provide the bids.

Councilmember Kirkley said he is concerned about staffing as it relates to an internal proposal. He said, with all the competition in the area, he isn't sure City Staff should provide a proposal. Councilmember Leigh recommended that City Staff at least provide a simulation bid to ensure that the City knows what is included in the vendor's price proposals and to be able to predict future pricing. If the numbers are close, then Staff will know that it understands this business. He added that the City has a 12% margin whether the contractors make any margin or not. Mr. Bozon clarified with Councilmember Leigh that he wants Staff to provide a benchmark number instead of an actual bid. Mr. Leigh said that is correct.

Mayor Grayson said the RFP is very thorough, and Councilmember Leigh thanked Mr. Bozon for his frankness on the internal assessment.

Executive Session

At 7:25 p.m., the Mayor announced the Council would go into Executive Session for the following item:

13. **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 551.074, Personnel.**

The Mayor reopened the meeting at 7:59 p.m., and there being no further business, the meeting was adjourned.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Solid Waste Collection

COUNCIL WORK SESSION

MAY 28, 2019

EXHIBIT "A"

Current Agreement

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

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 At-Your-Door.”

March 13 Discussion

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

March 13 Discussion

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

RFP Development

The RFP is largely modeled off of the 2013 RFP with a few clarification and revisions

The “meat” of the RFP development was focused on service levels based on Council feedback

Services without significant changes

- Weekly containerized trash collection
- Household hazardous waste

Services with requested changes or options

- Containerized recycling – evaluating weekly vs. bi-weekly pickup
- Curbside bulk collection – evaluating four service levels at three alternative frequencies
- Bulk collection events – evaluating two service levels at two alternative frequencies

Scoring Criteria

| Scoring Criteria | Possible Points |
|---|-----------------|
| Responsiveness and completeness of Proposal | 10 points |
| Ability to meet service requirements as demonstrated by prior experience in providing like services to Texas municipalities | 40 points |
| Unit Pricing | 40 points |
| Public Education programs proposed | 5 points |
| Additional services the Contractor proposes, including hazardous waste programs, community development programs, and other programs that benefit the City | 5 points |
| TOTAL POSSIBLE POINTS | 100 Points |

Unit Pricing – Schedule A

Schedule A must be completed in its entirety, and contains per customer, per month pricing for:

- Residential containerized trash service on a weekly basis
- Residential door-to-truck containerized trash service on a weekly basis (need-based program)
- Commercial containerized trash service on a weekly basis
- Additional trash carts for both residential and commercial customers
- Household hazardous waste disposal on an as-called basis

All services on schedule A will be recommended for Council approval

Unit Pricing – Schedule B

Proposers must provide at least one collection frequency and are encouraged to complete Schedule B in its entirety. Schedule B contains per customer, per month pricing for:

- Residential containerized recycling service on a weekly or bi-weekly basis
- Residential door-to-truck containerized recycling service on a weekly or bi-weekly basis
- Commercial containerized recycling service on a weekly or bi-weekly basis
- Additional recycling carts for both residential and commercial customers

One frequency level will be recommended for Council approval

Unit Pricing – Schedule C

Proposers must provide at least one collection frequency and service level and are encouraged to complete Schedule C in its entirety. Schedule C contains per customer, per month pricing for:

Residential curbside bulk collection on a weekly, bi-weekly or monthly basis with the following options for quantity and item size limitations:

- 2 cubic yards total – 50 pound item limit
- 4 cubic yards total – 50 pound item limit
- No total limitation – 50 pound item limit
- No total limitation – No item limit (“Take-All”)

Commercial curbside bulk collection on a weekly, bi-weekly or monthly basis with the same options for quantity and item size limitations specified above

One frequency and service level will be recommended for Council approval

Unit Pricing – Schedule D

Proposers may provide at least one frequency and service level and are encouraged to complete Schedule D in its entirety. Schedule D contains per customer, per month pricing for:

Four hour bulk-collection events, hosted at the City’s Public Works yard on a monthly or bi-monthly basis, run as either a:

- ‘Turn-Key’ event, meaning the contractor will provide all dumpsters as well as staff capable of safely and efficiently operating the event; or
- Delivery and disposal services for the event only, with City Staff providing the labor to operate the event

One frequency and service level may be recommended for Council approval

Unit Pricing – Total Price

The total price for customers will depend on the final frequency and service level selected for award from each of the schedules A – D

The total price will include the City's 12% franchise and administrative fee

The total price will not include sales tax

Internal Proposal

City Staff has researched the steps to develop an internal pricing model. However, the following challenges make an internal service delivery difficult to pursue at this time:

- Market uncertainty with recyclable goods
- Relatively thin profit margins on residential only collection
- Lack of staff experience
- Hiring and procurement timelines
- Commercial equipment required to service City accounts

Council has already seen one example of the private market's willingness to participate in the City's RFP process. Staff believes this is an indication that there will be a robust, competitive response from the private sector to ensure citizens are provided high quality, cost-effective service through a third-party contractor.

Council Comments Discussion

Scoring criteria

Pricing options

Other RFP elements

Internal Proposal



Staff Report – City Council Agenda Item

Agenda Item #4

Consider appointments to the following Boards/Commissions:

- A. Ethics Commission
- B. Planning and Zoning Commission
- C. Parks Board

Originating Department: Administration – Amy M. Casey, City Clerk

Background

- A. The term for the entire Ethics Commission has ended. The Mayor and each Councilmember has expressed a desire to reappoint their current representative to another term on the Commission.

| Name | Representing City Councilmember |
|--------------------|---------------------------------|
| Mike Miller | Dan Kirkley |
| Bert Peeples | Wayne Carpenter |
| Mark Fitzwater | David K. Leigh |
| Charla Peters | Marion Grayson |
| Larry Pointer | Craig Pearson |
| Dr. Craig Hammonds | Guy O'Banion |
| Nicholas Rabroker | John R. Holmes, Sr. |

- B. The terms of Quinton Locklin, David Jarratt, Dave Covington and Zachary Krueger will end on June 13, 2019. Each has expressed a desire to serve another 2-year term on the Planning and Zoning Commission if so appointed by the City Council.
- C. The terms of Ted Smith, Diane Ring and Jason Wolfe will end on June 20, 2019. Each has expressed a desire to serve another 2-year term on the Parks Board if so appointed by the City Council.

Fiscal Impact

N/A

Recommendation

Recommend approval of the appointments.

Attachments

None



Staff Report – City Council Agenda Item

Agenda Item #5

First Reading – Set Public Hearing – Consider ordinances granting franchises to the following companies to operate and maintain non-emergency ambulance transfer services within the public streets and highways of the City of Belton:

- A. Acadian EMS
- B. Scott & White EMS

Originating Department

Administration – Amy M. Casey, City Clerk
Fire Department – Bruce Pritchard, Fire Chief

Summary Information

Currently, there are two non-emergency ambulance services operating in our City with a franchise agreement. They are Acadian EMS and Scott & White EMS.

Acadian Central Texas has 234 employees, and there are 54 ambulances assigned to our region. Specifically in Bell County, Acadian staffs three 24-hour units and four additional daylight trucks.

Scott & White EMS is headquartered in Temple and is primarily a 24/7 non-emergency transfer service serving Central Texas. They currently have 34 employees and eight BLS with MICU-capable ambulances and three wheelchair vans.

Each desires a new non-emergency ambulance transfer franchise. The franchise is for the period of five (5) years with two (2) automatic one-year renewals unless franchise is rescinded by the City.

Fiscal Impact

5% franchise fee on gross billings

Recommendation

Recommend approval of franchise ordinances on first reading and set second reading and public hearing for June 25, 2019.

Attachments

Proposed Franchise Ordinances

ORDINANCE NO. 2019-25

AN ORDINANCE GRANTING A FRANCHISE TO ACADIAN EMS TO OPERATE AND MAINTAIN A NON-EMERGENCY AMBULANCE TRANSFER SERVICE WITHIN THE PUBLIC STREETS AND HIGHWAYS OF CITY OF BELTON.

WHEREAS, Acadian EMS, (the “Company”), operates a non-emergency ambulance transfer service for municipalities; and

WHEREAS, the Company seeks to provide a non-emergency ambulance transfer services to or from a medical facility, a nursing home, or a residence under circumstances which do not constitute an emergency to citizens 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 non-emergency ambulance transfer services under the terms and conditions as will provide the City with the controls and options necessary to provide for the public good; and

WHEREAS, the Company non-emergency ambulance transfer service franchise holder shall, during the life of said franchise, pay to the City of Belton at the Office of the Director of Finance in lawful money of the United States, the Franchise Fee as described in the Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement attached hereto.

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 Acadian EMS in accordance with the Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement attached hereto as Exhibit “A”.

Section 2. Term.

The term of this agreement shall be for a period of five (5) years beginning on the effective date of this agreement and may be renewed automatically for two additional one-year periods unless franchise is rescinded by the City.

Section 3. 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

Acadian EMS (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 non-emergency ambulance transfer service within the City as said franchise is set forth and provided in Ordinance No. 2019-25 (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: _____

Email/Phone: _____

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 THE FIRST READING THIS THE 11th DAY OF JUNE, 2019.

PASSED AND APPROVED ON THE SECOND READING THIS THE 25TH DAY OF JUNE, 2019.

CITY OF BELTON

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

APPROVED AS TO FORM AND CONTENT:

John Messer, City Attorney

The foregoing Ordinance was passed on first reading by the City Council of the City of Belton, Texas, on the 11th day of June, 2019 by a vote of ____ votes for the Ordinance and ____ votes against the Ordinance.

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the 25th day of June, 2019 by a vote of ____ votes for the Ordinance and ____ votes against the Ordinance.

Notary Public in and for the
State of Texas

_____ accepted the foregoing Franchise by
written instrument filed on the _____ day of _____, 2019.

Notary Public in and for the
State of Texas

Exhibit A
Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement

| | |
|--------------|--|
| Section 1.1 | Definitions |
| Section 2.1 | Franchise required |
| Section 2.2 | Franchise application; requirements |
| Section 2.3 | Review and public hearing |
| Section 2.4 | Prerequisite to issuance of franchise |
| Section 2.5 | Length of franchise |
| Section 2.6 | Insurance |
| Section 2.7 | Performance bond and revocation clause. |
| Section 3.1 | Franchise fee |
| Section 4.1 | Transfer of franchise |
| Section 5.1 | Inspection of books and records |
| Section 6.1 | Franchise holder personnel |
| Section 7.1. | Standards and requirements for vehicles and equipment. |
| Section 8.1 | Refusal to give service |
| Section 9.1 | Non-emergency ambulance transfer service dispatching service |
| Section 10.1 | Rates |

Section 1.1. Definitions.

For the purpose of this chapter, the words and phrases listed below shall have the following meanings:

Advanced life support. Emergency pre-hospital care provided by a certified, emergency medical technician-intermediate or an emergency medical technician-paramedic using invasive medical acts under the medical supervision and control of a licensed physician.

Advanced life support (ALS) vehicle. A vehicle that is designed for transporting the sick and injured and that meets the requirements of the State of Texas for a basic life support vehicle and has sufficient equipment and supplies for providing intravenous therapy and endotracheal or esophageal intubation or both.

Basic life support. Emergency pre-hospital care provided by a certified pre-hospital care provider using noninvasive medical acts. The provision of basic life support is care given under the medical supervision and control of a licensed physician.

Basic life support (BLS) vehicle. A vehicle that is designed for transporting the sick or injured and that has sufficient equipment and supplies as required by the State of Texas for providing basic life support.

Emergency/Urgent. An emergency is any circumstance that calls for an immediate action and which the element of time in transporting the sick, wounded or injured for unscheduled medical treatment at an emergency room or a facility providing emergency medical care is or may be essential to the health or life of any person.

Emergency call. Any request for an ambulance that is made by telephone or other means of communication in circumstances which are or have been represented to be of an emergency/urgent nature, which requires an unscheduled transport to an emergency room at a hospital or a facility providing emergency medical care.

Emergency medical service personnel. A person employed to provide basic or advanced life support and certified as a basic emergency medical technician, emergency medical technician intermediate, or a paramedic emergency medical technician.

Emergency pre-hospital care. Care provided to the sick or injured either on the scene or during emergency transport to an emergency room at a hospital or a facility providing emergency medical care.

Emergency medical service (EMS). The provision of basic or advanced life support and transportation of patients to an emergency room of a hospital for emergency pre-hospital care. In Belton, EMS and emergency ambulance transfer service is exclusively provided by the Belton Fire Department.

EMS Provider. The entity under contract with the City that provides EMS services to residents of the City.

Emergency medical technician (EMT). An individual who is certified by the Texas Department of Health as minimally proficient to perform emergency prehospital care that is necessary for basic life support and that includes the control of hemorrhaging and cardiopulmonary resuscitation.

Emergency medical technician-paramedic (EMT-P). An individual who is certified by the department as minimally proficient to provide emergency prehospital or interfacility care by providing advanced life support that includes initiation and maintenance under medical supervision of certain procedures, including intravenous therapy, endotracheal or esophageal intubation or both, electrical cardiac defibrillation or cardioversion, and drug therapy.

First Responder. Members of the Belton Fire and Department who are assigned responsibility for responding to calls received from the Bell County 911 Dispatch Center for emergency medical service.

Medical facility. Any building or place of business established for the purpose of examination or treatment by a licensed physician of individuals that are sick or injured.

Non-emergency ambulance transfer service. The operation of a service to transport patients for non-emergency, previously scheduled, medical treatment from a point originating within the City limits. The transport of a patient for unscheduled medical treatment or evaluation at an emergency room at a hospital or a facility providing emergency medical care is not a non-emergency ambulance transfer service, but rather is the provision of EMS.

Originates. For purposes of this chapter, a call for EMS services “originates” within the City limits if the person in need of EMS service (emergency pre-hospital care or emergency ambulance transfer service) or Non-emergency ambulance transfer service is physically located at an address with the City limits.

Section 2.1. Franchise required.

(a) It shall be unlawful for any person to furnish, operate, advertise or otherwise engage or profess to be engaged in the operation of non-emergency ambulance transfer service from a point originating and ending within the streets of the City without a franchise as provided by this article.

(b) A non-emergency ambulance transfer service franchise shall be subject to revocation if it is found that the holder of said franchise or any company, service or corporation that the holder is affiliated or in partnership with is providing, offering to provide, or representing itself as the City’s EMS provider, without a contract with the City to provide EMS. Furthermore, if a private ambulance franchise holder receives an emergency call from any source to respond in the city limits, franchisee shall immediately notify the Bell County EMS Communications Center and shall not respond unless requested to do so by the Bell County EMS dispatcher. Duplication of emergency service is responding without the

request of the Bell County EMS dispatcher to the same call as a City's franchised EMS provider and is prohibited by this chapter.

Section 2.2. Franchise application; requirements.

Application for a non-emergency ambulance transfer service franchise shall be filed with the City Manager. An applicant shall furnish the following information, which shall be subscribed and sworn to before a notary public:

- (a) That the applicant has not been convicted of a felony or of a misdemeanor involving moral turpitude within the last ten (10) years.
- (b) A statement that the applicant has obtained or will obtain liability insurance in accordance with the requirements provided by this chapter before commencing service, in the event a franchise should be granted.
- (c) A description of the number, year of manufacture, make, model and body style of each type of BLS or ALS vehicle that the applicant proposes to operate as a franchise holder.
- (d) The names of all persons having a financial interest, direct or indirect, in such application and the ambulance service to be conducted thereunder.

Section 2.3. Review and public hearing.

- (a) Copies of each application for a non-emergency ambulance transfer service franchise shall be forwarded to the City Manager and Fire Chief for review and recommendation to the City Council.
- (b) The City Council shall comply with the requirements for issuing, transferring or renewing a franchise provided for in the City Charter.
- (c) The City Council reserves the right to refuse to grant, transfer or renew a nonemergency ambulance transfer service franchise if it finds and determines that the public convenience will not be served by the issuance thereof. In all hearings, the burden of proof shall be upon the applicant to establish clear, cogent and convincing evidence that the public convenience will be served by the granting, transferring or renewal of a non-emergency ambulance transfer service franchise.
- (d) In determining public convenience, the City Council shall consider the following: (1) The distance from the permanent address at which the applicant proposes to operate the ambulance service to hospitals and other medical facilities providing service to the public. (2) The number of ambulance vehicles which will be covered by the ambulance franchise and the hours during the day and days during the week that the applicant proposes to furnish such service. (3) In the event the applicant has previously participated, or is currently participating, in an ambulance service, evidence as to whether the applicant performed or is performing in a satisfactory manner shall be presented.

(e) Public convenience further shall mean that the permanent address from which the ambulance service is proposed to be operated will be within the city limits.

Section 2.4 Prerequisite to issuance of franchise.

The City Council shall not grant a nonemergency ambulance transfer service franchise unless:

- (a) the City Council determines that the application as required by section 2.2 is true and correct;
- (b) the City Council determines that the granting of the franchise is in the public interest; and
- (c) the City Council determines that the proposed operation of the non-emergency ambulance transfer service will be in compliance with all provisions of this chapter, and all applicable state and federal statutes and regulations and requirements laid out in the franchise agreement.

Section 2.5. Length of franchise.

The length of the franchise will be for five (5) year with two (2) one-year automatic extensions unless franchise is rescinded by City. Ambulance service franchise holder will be subject to review and analysis by the City staff on an annual basis with results being presented to the City Manager, Fire Chief and the City Council.

Section 2.6. Insurance.

No ambulance vehicle shall be operated on the public streets of the City unless the applicant provides evidence to the City Manager that he has in full force and effect a public liability insurance policy on that ambulance vehicle, such insurance policy to be issued by an insurance company licensed to do business in the State of Texas. Such insurance policy shall:

- (a) provide liability coverage for each vehicle of not less than two hundred and fifty thousand dollars (\$250,000) per person, or five hundred thousand dollars (\$500,000) per occurrence for personal injury or death, and one hundred thousand dollars (\$100,000) for property damage;
- (b) name the City of Belton as an additional insured, and provide a waiver of subrogation in favor of the City;
- (c) not contain a passenger liability exclusion; and
- (d) provide for at least thirty (30) days prior written notice of cancellation to the City

Section 2.7. Performance bond and revocation clause.

(a) The non-emergency ambulance transfer service franchise holder shall establish a ten thousand dollar (\$10,000.00) performance bond. The purpose of this bond is to recover costs to the City for accepting and administering applications for an ambulance service in the event the franchise is revoked.

(b) If the non-emergency ambulance transfer service franchise holder violates any provision or standard of this chapter, the City Council may order the revocation of the franchise, and forfeiture of the performance bond

Section 3.1. Franchise fee.

(a) To compensate the City for the use of public streets and right-of-way, the nonemergency ambulance transfer service franchise holder shall, during the life of said franchise, pay to the City, at the office of the Director of Finance in lawful money of the United States, five (5%) percent of the total amount billed for the ambulance service fees and other income derived from the operation of the ambulance service within the City, which said remittance shall be made monthly on or before the tenth day of each calendar month. The compensation provided for in this section shall be in lieu of any other fees or charges imposed by any other ordinance now or hereinafter in force during the life hereof, but shall not release the franchise holder from the payment of ad valorem taxes levied, or to be levied, on property it owns.

(b) It shall be the duty of a franchise holder to file with the Director of Finance a sworn statement for each calendar quarter showing the total amount billed for service within the City for the preceding three (3) months which statement shall be filed within ten (10) days following the end of the third month. A franchise holder herein shall be required to install and adequately keep a system of bookkeeping to be approved by the Director of Finance, which books shall be subject to inspections of the governing body of the City and such person or persons as the City may designate, or either of them, so as to enable the City to check the correctness of the accounts kept and to compute fairly and accurately the amount billed that may be due to the City.

Section 4.1. Transfer of franchise.

(a) No assignment, sale or subletting of any part of this franchise shall ever be made by the franchise holder herein without first receiving written approval of the City Council of the City.

(b) In the event that a franchise holder is purchased by another entity providing non-Emergency ambulance transfer services, the franchise will transfer to the acquiring company if all city requirements are met and with written approval from the City Manager.

Section 5.1. Inspection of books and records.

The books and records of the non-emergency ambulance transfer service franchise holder shall be open at any reasonable time for inspection by the City Manager or any official designated by the City Manager.

Section 6.1. Franchise holder personnel.

Attendants and drivers employed by the non-emergency ambulance transfer service franchise holder shall:

- (a) Be at least eighteen (18) years of age;
- (b) Be a citizen of the United States;
- (c) Not have been convicted of a felony or any offense involving moral turpitude within the past ten (10) years, and not have had any license for the operation of eight motor vehicles suspended or revoked within such a period;
- (d) Be the holder of a valid Texas driver's license, entitling driver to operate an ambulance; and
- (e) Be currently certified by the Texas Department of State Health Services, or its successor, as a Basic Emergency Medical Technician or higher.

Section 7.1. Standards and requirements for vehicles and equipment.

- (a) *Vehicles.* Each vehicle must be authorized by the Texas Department of State Health Services, or its successor, as a basic life support vehicle or higher, and may be operated only when said vehicle meets all conditions required by Chapter 773 of the Texas Health and Safety Code.
- (b) *Equipment.* A vehicle may not be operated as a basic life support vehicle unless it is furnished with all of the equipment (and qualified personnel) required by the Texas Department of State Health Services, or its successor, for a basic life support vehicle and is permitted as such. A vehicle may not be operated as an advanced life support vehicle or higher unless it is furnished with all of the equipment (and qualified personnel) required by the Texas Department of State Health Services, or its successor, for an advanced life support vehicle and is permitted as such. Such equipment must be clean, in working order, and available in sufficient quantity to provide safe transport and care of sick and injured persons.
- (c) *Response time.* A franchise holder must maintain sufficient vehicles, trained personnel, and equipment on hand to allow it to respond within one hour to any request for non-emergency service. If a franchise holder is unable to maintain a one hour response for a given period of time, the franchise holder shall notify the Bell County Communications Center that it is out of service, and shall also notify persons requesting the services of the franchise holder of the period for which it will be unable to perform ambulance services.

Section 8.1. Refusal to give service.

Neither the non-emergency ambulance transfer service franchise holder nor any employee thereof shall refuse to transport a patient requesting ambulance service, except for good cause. In determining "good cause" for purposes of this section, the franchise holder may consider whether the patient is insane, mentally ill, drunk, disorderly or unruly; whether the patient has previously willfully refused to pay for services; whether the franchise holder can safely transport the patient; or whether it is the best available ambulance service with the capabilities to perform such a transport; or similar matters.

Section 9.1. Non-emergency ambulance transfer service dispatching service.

- (a) The non-emergency ambulance transfer service franchise holder must provide at its own expense and staff twenty-four (24) hours a day a telephone for ambulance service requests.
- (b) The franchise holder may respond to requests for EMS for trips that originate and terminate within the City limits if requested by the Bell County Communications Center (9-1-1) or the Belton Fire Department.
- (c) The ambulance service franchise holder shall respond to any scheduled request for non-emergency ambulance service within an acceptable time determined by the parties involved.
- (d) If, during a scheduled transport, the patient's condition worsens or he suffers an acute condition, attendants of the ambulance vehicle shall immediately contact the Bell County Communications Center (9-1-1) and advise the dispatcher of such and then proceed on an emergency basis to the emergency care facility at the hospital of patient's choice or nearest appropriate medical facility.
- (e) Any transport call that results in an emergency/urgent transport, shall be self-reported by the non-emergency ambulance transfer service franchise holder to the City and the City's medical director within 10 business days.
- (f) All transports are subject to review by the city and the city's medical director.

Section 10.1. Rates.

- (a) The City Council hereby expressly reserves the right, power, and authority to fully regulate and fix, by resolution, the rates and charges for the services of the non-emergency ambulance transfer service franchise holder to its customers, fully reserving to the City Council all the rights, powers, privileges, and immunities, subject to the duties, limitations and responsibilities which the Constitution, the laws of the State, and the Charter confer upon the City.
- (b) A non-emergency ambulance transfer service franchise holder may from time to time propose changes in the general rates by filing an application with the City Clerk for consideration of the City Council. Within a reasonable time consistent with law, the City Council shall afford a non-emergency ambulance transfer service franchise holder a fair hearing with reference to the application and shall either approve or disapprove the proposed changes or make such order as may be reasonable.

ORDINANCE NO. 2019-26

AN ORDINANCE GRANTING A FRANCHISE TO SCOTT & WHITE EMS TO OPERATE AND MAINTAIN A NON-EMERGENCY AMBULANCE TRANSFER SERVICE WITHIN THE PUBLIC STREETS AND HIGHWAYS OF CITY OF BELTON.

WHEREAS, Scott & White EMS, (the "Company"), operates a non-emergency ambulance transfer service for municipalities; and

WHEREAS, the Company seeks to provide a non-emergency ambulance transfer services to or from a medical facility, a nursing home, or a residence under circumstances which do not constitute an emergency to citizens 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 non-emergency ambulance transfer services under the terms and conditions as will provide the City with the controls and options necessary to provide for the public good; and

WHEREAS, the Company non-emergency ambulance transfer service franchise holder shall, during the life of said franchise, pay to the City of Belton at the Office of the Director of Finance in lawful money of the United States, the Franchise Fee as described in the Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement attached hereto.

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 Scott & White EMS in accordance with the Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement attached hereto as Exhibit "A".

Section 2. Term.

The term of this agreement shall be for a period of five (5) years beginning on the effective date of this agreement and may be renewed automatically for two additional one-year periods unless franchise is rescinded by the City.

Section 3. 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

Scott & White EMS (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 non-emergency ambulance transfer service within the City as said franchise is set forth and provided in Ordinance No. 2019-26 (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: _____

Email/Phone: _____

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 THE FIRST READING THIS THE 11th DAY OF JUNE, 2019.

PASSED AND APPROVED ON THE SECOND READING THIS THE 25TH DAY OF JUNE, 2019.

CITY OF BELTON

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

APPROVED AS TO FORM AND CONTENT:

John Messer, City Attorney

The foregoing Ordinance was passed on first reading by the City Council of the City of Belton, Texas, on the 11th day of June, 2019 by a vote of ____ votes for the Ordinance and ____ votes against the Ordinance.

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the 25th day of June, 2019 by a vote of ____ votes for the Ordinance and ____ votes against the Ordinance.

Notary Public in and for the
State of Texas

_____ accepted the foregoing Franchise by
written instrument filed on the _____ day of _____, 2019.

Notary Public in and for the
State of Texas

Exhibit A
Municipal Franchise for Public Services, Non-Emergency Ambulance Transfer Agreement

| | |
|--------------|--|
| Section 1.1 | Definitions |
| Section 2.1 | Franchise required |
| Section 2.2 | Franchise application; requirements |
| Section 2.3 | Review and public hearing |
| Section 2.4 | Prerequisite to issuance of franchise |
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| Section 8.1 | Refusal to give service |
| Section 9.1 | Non-emergency ambulance transfer service dispatching service |
| Section 10.1 | Rates |

Section 1.1. Definitions.

For the purpose of this chapter, the words and phrases listed below shall have the following meanings:

Advanced life support. Emergency pre-hospital care provided by a certified, emergency medical technician-intermediate or an emergency medical technician-paramedic using invasive medical acts under the medical supervision and control of a licensed physician.

Advanced life support (ALS) vehicle. A vehicle that is designed for transporting the sick and injured and that meets the requirements of the State of Texas for a basic life support vehicle and has sufficient equipment and supplies for providing intravenous therapy and endotracheal or esophageal intubation or both.

Basic life support. Emergency pre-hospital care provided by a certified pre-hospital care provider using noninvasive medical acts. The provision of basic life support is care given under the medical supervision and control of a licensed physician.

Basic life support (BLS) vehicle. A vehicle that is designed for transporting the sick or injured and that has sufficient equipment and supplies as required by the State of Texas for providing basic life support.

Emergency/Urgent. An emergency is any circumstance that calls for an immediate action and which the element of time in transporting the sick, wounded or injured for unscheduled medical treatment at an emergency room or a facility providing emergency medical care is or may be essential to the health or life of any person.

Emergency call. Any request for an ambulance that is made by telephone or other means of communication in circumstances which are or have been represented to be of an emergency/urgent nature, which requires an unscheduled transport to an emergency room at a hospital or a facility providing emergency medical care.

Emergency medical service personnel. A person employed to provide basic or advanced life support and certified as a basic emergency medical technician, emergency medical technician intermediate, or a paramedic emergency medical technician.

Emergency pre-hospital care. Care provided to the sick or injured either on the scene or during emergency transport to an emergency room at a hospital or a facility providing emergency medical care.

Emergency medical service (EMS). The provision of basic or advanced life support and transportation of patients to an emergency room of a hospital for emergency pre-hospital care. In Belton, EMS and emergency ambulance transfer service is exclusively provided by the Belton Fire Department.

EMS Provider. The entity under contract with the City that provides EMS services to residents of the City.

Emergency medical technician (EMT). An individual who is certified by the Texas Department of Health as minimally proficient to perform emergency prehospital care that is necessary for basic life support and that includes the control of hemorrhaging and cardiopulmonary resuscitation.

Emergency medical technician-paramedic (EMT-P). An individual who is certified by the department as minimally proficient to provide emergency prehospital or interfacility care by providing advanced life support that includes initiation and maintenance under medical supervision of certain procedures, including intravenous therapy, endotracheal or esophageal intubation or both, electrical cardiac defibrillation or cardioversion, and drug therapy.

First Responder. Members of the Belton Fire and Department who are assigned responsibility for responding to calls received from the Bell County 911 Dispatch Center for emergency medical service.

Medical facility. Any building or place of business established for the purpose of examination or treatment by a licensed physician of individuals that are sick or injured.

Non-emergency ambulance transfer service. The operation of a service to transport patients for non-emergency, previously scheduled, medical treatment from a point originating within the City limits. The transport of a patient for unscheduled medical treatment or evaluation at an emergency room at a hospital or a facility providing emergency medical care is not a non-emergency ambulance transfer service, but rather is the provision of EMS.

Originates. For purposes of this chapter, a call for EMS services “originates” within the City limits if the person in need of EMS service (emergency pre-hospital care or emergency ambulance transfer service) or Non-emergency ambulance transfer service is physically located at an address with the City limits.

Section 2.1. Franchise required.

(a) It shall be unlawful for any person to furnish, operate, advertise or otherwise engage or profess to be engaged in the operation of non-emergency ambulance transfer service from a point originating and ending within the streets of the City without a franchise as provided by this article.

(b) A non-emergency ambulance transfer service franchise shall be subject to revocation if it is found that the holder of said franchise or any company, service or corporation that the holder is affiliated or in partnership with is providing, offering to provide, or representing itself as the City’s EMS provider, without a contract with the City to provide EMS. Furthermore, if a private ambulance franchise holder receives an emergency call from any source to respond in the city limits, franchisee shall immediately notify the Bell County EMS Communications Center and shall not respond unless requested to do so by the Bell County EMS dispatcher. Duplication of emergency service is responding without the

request of the Bell County EMS dispatcher to the same call as a City's franchised EMS provider and is prohibited by this chapter.

Section 2.2. Franchise application; requirements.

Application for a non-emergency ambulance transfer service franchise shall be filed with the City Manager. An applicant shall furnish the following information, which shall be subscribed and sworn to before a notary public:

- (a) That the applicant has not been convicted of a felony or of a misdemeanor involving moral turpitude within the last ten (10) years.
- (b) A statement that the applicant has obtained or will obtain liability insurance in accordance with the requirements provided by this chapter before commencing service, in the event a franchise should be granted.
- (c) A description of the number, year of manufacture, make, model and body style of each type of BLS or ALS vehicle that the applicant proposes to operate as a franchise holder.
- (d) The names of all persons having a financial interest, direct or indirect, in such application and the ambulance service to be conducted thereunder.

Section 2.3. Review and public hearing.

- (a) Copies of each application for a non-emergency ambulance transfer service franchise shall be forwarded to the City Manager and Fire Chief for review and recommendation to the City Council.
- (b) The City Council shall comply with the requirements for issuing, transferring or renewing a franchise provided for in the City Charter.
- (c) The City Council reserves the right to refuse to grant, transfer or renew a nonemergency ambulance transfer service franchise if it finds and determines that the public convenience will not be served by the issuance thereof. In all hearings, the burden of proof shall be upon the applicant to establish clear, cogent and convincing evidence that the public convenience will be served by the granting, transferring or renewal of a non-emergency ambulance transfer service franchise.
- (d) In determining public convenience, the City Council shall consider the following: (1) The distance from the permanent address at which the applicant proposes to operate the ambulance service to hospitals and other medical facilities providing service to the public. (2) The number of ambulance vehicles which will be covered by the ambulance franchise and the hours during the day and days during the week that the applicant proposes to furnish such service. (3) In the event the applicant has previously participated, or is currently participating, in an ambulance service, evidence as to whether the applicant performed or is performing in a satisfactory manner shall be presented.

(e) Public convenience further shall mean that the permanent address from which the ambulance service is proposed to be operated will be within the city limits.

Section 2.4 Prerequisite to issuance of franchise.

The City Council shall not grant a nonemergency ambulance transfer service franchise unless:

- (a) the City Council determines that the application as required by section 2.2 is true and correct;
- (b) the City Council determines that the granting of the franchise is in the public interest; and
- (c) the City Council determines that the proposed operation of the non-emergency ambulance transfer service will be in compliance with all provisions of this chapter, and all applicable state and federal statutes and regulations and requirements laid out in the franchise agreement.

Section 2.5. Length of franchise.

The length of the franchise will be for five (5) year with two (2) one-year automatic extensions unless franchise is rescinded by City. Ambulance service franchise holder will be subject to review and analysis by the City staff on an annual basis with results being presented to the City Manager, Fire Chief and the City Council.

Section 2.6. Insurance.

No ambulance vehicle shall be operated on the public streets of the City unless the applicant provides evidence to the City Manager that he has in full force and effect a public liability insurance policy on that ambulance vehicle, such insurance policy to be issued by an insurance company licensed to do business in the State of Texas. Such insurance policy shall:

- (a) provide liability coverage for each vehicle of not less than two hundred and fifty thousand dollars (\$250,000) per person, or five hundred thousand dollars (\$500,000) per occurrence for personal injury or death, and one hundred thousand dollars (\$100,000) for property damage;
- (b) name the City of Belton as an additional insured, and provide a waiver of subrogation in favor of the City;
- (c) not contain a passenger liability exclusion; and
- (d) provide for at least thirty (30) days prior written notice of cancellation to the City

Section 2.7. Performance bond and revocation clause.

(a) The non-emergency ambulance transfer service franchise holder shall establish a ten thousand dollar (\$10,000.00) performance bond. The purpose of this bond is to recover costs to the City for accepting and administering applications for an ambulance service in the event the franchise is revoked.

(b) If the non-emergency ambulance transfer service franchise holder violates any provision or standard of this chapter, the City Council may order the revocation of the franchise, and forfeiture of the performance bond

Section 3.1. Franchise fee.

(a) To compensate the City for the use of public streets and right-of-way, the nonemergency ambulance transfer service franchise holder shall, during the life of said franchise, pay to the City, at the office of the Director of Finance in lawful money of the United States, five (5%) percent of the total amount billed for the ambulance service fees and other income derived from the operation of the ambulance service within the City, which said remittance shall be made monthly on or before the tenth day of each calendar month. The compensation provided for in this section shall be in lieu of any other fees or charges imposed by any other ordinance now or hereinafter in force during the life hereof, but shall not release the franchise holder from the payment of ad valorem taxes levied, or to be levied, on property it owns.

(b) It shall be the duty of a franchise holder to file with the Director of Finance a sworn statement for each calendar quarter showing the total amount billed for service within the City for the preceding three (3) months which statement shall be filed within ten (10) days following the end of the third month. A franchise holder herein shall be required to install and adequately keep a system of bookkeeping to be approved by the Director of Finance, which books shall be subject to inspections of the governing body of the City and such person or persons as the City may designate, or either of them, so as to enable the City to check the correctness of the accounts kept and to compute fairly and accurately the amount billed that may be due to the City.

Section 4.1. Transfer of franchise.

(a) No assignment, sale or subletting of any part of this franchise shall ever be made by the franchise holder herein without first receiving written approval of the City Council of the City.

(b) In the event that a franchise holder is purchased by another entity providing non-Emergency ambulance transfer services, the franchise will transfer to the acquiring company if all city requirements are met and with written approval from the City Manager.

Section 5.1. Inspection of books and records.

The books and records of the non-emergency ambulance transfer service franchise holder shall be open at any reasonable time for inspection by the City Manager or any official designated by the City Manager.

Section 6.1. Franchise holder personnel.

Attendants and drivers employed by the non-emergency ambulance transfer service franchise holder shall:

- (a) Be at least eighteen (18) years of age;
- (b) Be a citizen of the United States;
- (c) Not have been convicted of a felony or any offense involving moral turpitude within the past ten (10) years, and not have had any license for the operation of eight motor vehicles suspended or revoked within such a period;
- (d) Be the holder of a valid Texas driver's license, entitling driver to operate an ambulance; and
- (e) Be currently certified by the Texas Department of State Health Services, or its successor, as a Basic Emergency Medical Technician or higher.

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- (a) *Vehicles.* Each vehicle must be authorized by the Texas Department of State Health Services, or its successor, as a basic life support vehicle or higher, and may be operated only when said vehicle meets all conditions required by Chapter 773 of the Texas Health and Safety Code.
- (b) *Equipment.* A vehicle may not be operated as a basic life support vehicle unless it is furnished with all of the equipment (and qualified personnel) required by the Texas Department of State Health Services, or its successor, for a basic life support vehicle and is permitted as such. A vehicle may not be operated as an advanced life support vehicle or higher unless it is furnished with all of the equipment (and qualified personnel) required by the Texas Department of State Health Services, or its successor, for an advanced life support vehicle and is permitted as such. Such equipment must be clean, in working order, and available in sufficient quantity to provide safe transport and care of sick and injured persons.
- (c) *Response time.* A franchise holder must maintain sufficient vehicles, trained personnel, and equipment on hand to allow it to respond within one hour to any request for non-emergency service. If a franchise holder is unable to maintain a one hour response for a given period of time, the franchise holder shall notify the Bell County Communications Center that it is out of service, and shall also notify persons requesting the services of the franchise holder of the period for which it will be unable to perform ambulance services.

Section 8.1. Refusal to give service.

Neither the non-emergency ambulance transfer service franchise holder nor any employee thereof shall refuse to transport a patient requesting ambulance service, except for good cause. In determining "good cause" for purposes of this section, the franchise holder may consider whether the patient is insane, mentally ill, drunk, disorderly or unruly; whether the patient has previously willfully refused to pay for services; whether the franchise holder can safely transport the patient; or whether it is the best available ambulance service with the capabilities to perform such a transport; or similar matters.

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- (a) The non-emergency ambulance transfer service franchise holder must provide at its own expense and staff twenty-four (24) hours a day a telephone for ambulance service requests.
- (b) The franchise holder may respond to requests for EMS for trips that originate and terminate within the City limits if requested by the Bell County Communications Center (9-1-1) or the Belton Fire Department.
- (c) The ambulance service franchise holder shall respond to any scheduled request for non-emergency ambulance service within an acceptable time determined by the parties involved.
- (d) If, during a scheduled transport, the patient's condition worsens or he suffers an acute condition, attendants of the ambulance vehicle shall immediately contact the Bell County Communications Center (9-1-1) and advise the dispatcher of such and then proceed on an emergency basis to the emergency care facility at the hospital of patient's choice or nearest appropriate medical facility.
- (e) Any transport call that results in an emergency/urgent transport, shall be self-reported by the non-emergency ambulance transfer service franchise holder to the City and the City's medical director within 10 business days.
- (f) All transports are subject to review by the city and the city's medical director.

Section 10.1. Rates.

- (a) The City Council hereby expressly reserves the right, power, and authority to fully regulate and fix, by resolution, the rates and charges for the services of the non-emergency ambulance transfer service franchise holder to its customers, fully reserving to the City Council all the rights, powers, privileges, and immunities, subject to the duties, limitations and responsibilities which the Constitution, the laws of the State, and the Charter confer upon the City.
- (b) A non-emergency ambulance transfer service franchise holder may from time to time propose changes in the general rates by filing an application with the City Clerk for consideration of the City Council. Within a reasonable time consistent with law, the City Council shall afford a non-emergency ambulance transfer service franchise holder a fair hearing with reference to the application and shall either approve or disapprove the proposed changes or make such order as may be reasonable.

Staff Report – City Council Agenda Item



Agenda Item #6

Consider authorizing the City Manager to execute a one-year extension with Grantworks, Inc., for administration and management services for the Texas Department of Housing and Community Affairs HOME Program.

Originating Department

Administration - Bob van Til, Grants and Special Projects Coordinator

Summary Information

The purpose of this item is to consider a one-year contract extension with GrantWorks, Inc. to provide professional grant administration services and soft cost management services to the City of Belton for the HOME Program. The City of Belton and GrantWorks, Inc. have worked together since approximately 2001. Every two to three years, the City entered into a new contract with GrantWorks following a competitive procurement process.

The current contract with GrantWorks, Inc. was approved on January 26, 2016. The contract was for three years with the option to extend it for three years. It expired earlier this year. At this time, two families are in the process of receiving new homes under the HOME program which will be complete later this year. The additional 12 months will allow GrantWorks, Inc. and the City to complete these two homes. Following the completion of the one-year period, the City will initiate the competitive procurement process to assist the next round of eligible families with new homes.

Fiscal Impact

Amount: \$6,800 fee (\$3,400 per home non-reimbursable) + \$18,000 for grant administrative services (reimbursable by the State)

Budgeted: ☒ Yes ☐ No

Recommendation

Approval of the 12-month contract extension with GrantWorks, Inc.

Attachments

Existing contract with GrantWorks, Inc.

ADMINISTRATIVE AND SOFT COST MANAGEMENT SERVICES

A CONTRACT MADE THIS 26 DAY OF January, 2016 BY AND BETWEEN THE CITY OF BELTON, HEREINAFTER REFERRED TO AS THE CLIENT, AND **GRANTWORKS, INC.**, AUSTIN, TEXAS, HEREINAFTER REFERRED TO AS THE CONSULTANT.

I. SCOPE OF BASIC SERVICES: Consultant agrees to render Client the professional grant administration services and soft cost management services for Client's HOME Programs (HRA/OCC/PWD) including the Reservation System, hereinafter referred to as the Program, administered by the Texas Department of Housing and Community Affairs, hereinafter referred to as the Department, as provided in the provisions entitled "Scope of Basic Services," attached hereto and incorporated by reference herein.

II. TIME OF PERFORMANCE: The time of services of Consultant shall begin at time of award for Professional Services by Client. All services required and performed hereunder, shall be completed within the time frame approved by the Department. Consulting services are contracted for three years. Client, through action of the governing body, may option to extend services for another three years.

III. COMPENSATION AND METHOD OF PAYMENT: For and in consideration of the foregoing: Client agrees to pay Consultant, from Program Funds, a fee of Thirty-Four Hundred dollars and no cents, (\$3,400) for administrative management services per house up to ten (10) houses. These administrative services can include:

- General Recordkeeping
- Financial Management
- Affirmative Marketing Plan
- General contract oversight
- Construction management
- Education of title companies and coordination of closings
- Assistance in monitoring reviews

Client agrees to pay Consultant a fee of Nine Thousand and no 100 Dollars (\$9,000) from Program funds per house up to ten (10) houses. Fee shall be due upon completion of the contracted soft cost service. This agreement for service can include, but is not limited to, the following services and some services will be performed by third party service providers.

| | | |
|----------------------------|-----------------------------|---------------------------|
| Affirmative Marketing | Legal Filings | Specification Manual |
| Cost Estimates | Plans | Specification Preparation |
| Environmental Review | Pre-Construction Conference | Surveys |
| Work Write-Up | Progress Inspection | Final Inspection |
| Initial Inspection | Punch List | Schedule of Values |
| Title Company Coordination | Recordation Fees | Appraisal |
| Closing Costs | Title Search | Utility cutoff Education |
| Demo/Disposal Coordination | Instructional walkthrough | Confirm Spec. Adherence |

All payments are conditioned upon completion of soft cost service category and submission by Consultant of Invoices.

IV. CHANGES AND AMENDMENTS: The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.

V. ASSIGNABILITY: The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client thereto. Provided, however, that claims for money by the Consultant from the Client under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Client.

VI. RECORDS AND AUDITS: The Consultant shall insure that the Client retains fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VII. MISCELLANEOUS PROVISIONS: This Contract shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county that the client is located.

This Contract shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns where permitted by this Contract.

In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.

It is agreed that all necessary information, data, reports and records and maps as are existing, and available for the carrying out of the work outlined in this Contract shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Contract. This Contract is exclusively for HOME Program eligible general administrative services.

VIII. TERMS AND CONDITIONS: This Contract is subject to the provisions titled, "Part II Terms and Conditions" and attached hereto and incorporated by reference herein.

The Client and the Consultant have executed this Contract as of the date indicated above.

GRANTWORKS, INC.
2201 NORTHLAND DRIVE
AUSTIN, TEXAS 78756

CITY OF BELTON
102 E MAIN
BELTON, TEXAS 76258

BY: _____
BRUCE J. SPITZENGE
PRESIDENT

BY: *Sam A. Litch*
CITY MANAGER

ATTEST:

BY: *Amy M. Casey*
CITY SECRETARY

CONTRACT FOR CONSULTANT SERVICES

PART II - TERMS AND CONDITIONS

- 1. PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Consultant or under its direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services. All of the work or services covered by this Contract cannot be subcontracted without prior written approval of the Client. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
- 2. REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 3. FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.
- 4. COPYRIGHT.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
- 5. INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Client and its agency members from and against them, and shall assume full responsibility, including, but not limited to the following, for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
- 6. COMPLIANCE WITH LOCAL LAWS.** The Consultant shall comply with all Federal Law, Rules and Regulations. The Consultant shall comply with applicable laws, Rules ordinances and codes of the State of Texas and local governments, and the Consultant shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
- 7. TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Client, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Client for damages sustained by the Client by virtue of any breach of the Contract by the Consultant, and the Client may withhold any payments to the consultant for the purpose of set-off until such time as the exact amount of damages due the Client from the Consultant is determined.

8. **TERMINATION FOR CONVENIENCE.** The Client or Consultant may terminate this Contract at any time by giving at least ten (10) days notice in writing to the affected party. If the Client or Consultant terminates the Contract as provided herein, the Client shall pay the Consultant for the time provided and expenses incurred in the performance of duties under this Contract up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 7 hereof relative to termination shall apply.
9. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
10. **SECTION a109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.**
No person in the United States shall on the ground of race, color, national origin, creed, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
11. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Consultant agrees as follows:
 - A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
 - B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - D. The Consultant will include the provisions A. through C. in every subcontract or purchase order unless exempted.

12. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

13. INTEREST OF MEMBERS OF CLIENT. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the

program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

- 14. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS.** No member of the governing body of the Client and no other public official of Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
- 15. INTEREST OF CONSULTANT AND EMPLOYEES.** The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- 16. SECTION 503 HANDICAPPED (IF \$2,500 OR OVER) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:**
 - A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and for training, including apprenticeship.
 - B. The contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any

subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

CONTRACT FOR CONSULTANT SERVICES
PART III - SCOPE OF BASIC SERVICES

Administrative Services

A. Establish a Recordkeeping System

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system and assistance with necessary forms and procedural requirements for file maintenance.

B. Completion of Environmental and Special Conditions:

1. Assist and advise client in conducting all procedural steps necessary to obtain TDHCA/Federal environmental clearance for each project.

C. Completion and Approval of Policies and Procedures:

1. Assist and advise client in writing, and establishing, policies and procedures ensuring that the HOME contract is administered in a fair and nondiscriminatory process.
2. Establishing procedures for outreach and public notifications for assistance, program qualifications, and date, time and location to submit applications.

D. Completion of the Bid/Contract Award Process:

1. Assist and advise clients and homeowners with bid solicitation and the qualifying and selection of lowest qualified bidder for contract award.

E. Completion of Construction:

1. Prepare Contractor Qualification Guidelines and screen applicants for program qualification.
2. Establish application process, application intake, and screen applicants and homes for feasibility and qualifications (initial scoring only, not work write-up).
3. Prepare a scoring and ranking list for administrator review and approval.
4. Manage dispute resolution process, as needed.
5. Serve as liaison for the client during any construction-monitoring visit by staff representatives from either TDHCA or HUD.

F. Filing of all Required Close-out Information:

1. Assist client with preparing, obtaining, and submitting all documents necessary to close-out the contract including, but not limited to:
 - a. IDIS Completion Reports
 - b. Contractor MWBE Reports
 - c. Match Documentation
 - d. Certification of Contract Completion review.

Soft Cost Project Management Services

A. Plans/Work Write-Up

1. Provide plans and specifications for homes to be reconstructed.
2. Perform work write-up on each home approved for rehabilitation.
3. Provide justification of reconstruction for each home approved for reconstruction.

B. Specification Manual and Preparation

1. Prepare and provide specification manual for homes to be reconstructed
2. Prepare and provide specification manual for homes to be rehabilitated

C. Cost Estimate

1. Prepare cost estimates for homes approved for rehabilitation.
2. Prepare cost estimates for homes approved for reconstruction.

D. Initial Inspection

1. Perform initial inspection to determine feasibility or rehabilitation vs. reconstruction.
2. Prepare TDHCA initial inspection forms, as required by program.

E. Legal Filings and Recordation Fees

As needed.

F. Surveys, Title Search, and/or Insurance

As needed.

G. Schedule of Values

1. Prepare and submit a schedule of values to the Department as required for each draw.

H. Environmental Review

1. Prepare and submit site-specific environmental reviews, as required by the Department.

I. Coordination of Closings

J. Pre-Construction Conference

1. Conduct Pre-Construction Conference with Homeowner, Contractor, and Administrator in attendance.

K. Progress Inspections

1. Conduct progress inspections in sufficient quantity to insure compliance with:
2. Texas Minimum Construction Standards
3. Local codes
4. Adopted Construction Specifications

L. Final Inspection and Punch List

1. Conduct inspection to determine punch-list items
2. Inspect that all punch-list items have been addressed by contractor
3. Conduct final inspection

General

- A. It is specifically understood that Consultant neither warrants nor guarantees that the work of any rehabilitation or reconstruction contractor will fully satisfy the housing assistance recipient or said work will be free of defect in workmanship. Consultant will recommend replacement or withholding of payments should construction contractor's work not be in conformity with contract specifications.
- B. This agreement for service can include, but is not limited to, the above listed Administrative and Soft Cost services and some services will be preformed by third party service providers.



Staff Report – City Council Agenda Item

Agenda Item #7

Consider accepting the dedication deed for Rocking M Lane, located between Auction Barn Road and the Three Creeks Subdivision, as provided for in the Development Agreement and Consent Decree to create MUD #1.

Originating Department

Public Works – Angellia Points, Director of Public Works/City Engineer
Administration – Bob van Til, Special Projects Coordinator

Summary Information

The following is an excerpt from the Three Creeks Development Agreement dated December 28, 2010.

Section 6.06 Improvements to Rocking M Lane. Developer shall grade and prepare with crushed limestone base 27 feet wide and provide a twenty-five foot double penetration/seal coat travel surface of Rocking M lane from Auction Barn Road to the District's northern boundary line within two years from the completion and acceptance of the first round-a-bout on the arterial described in Section 7.06 [of the development agreement]. Developer shall dedicate at least a fifty foot (50') of right-of-way to the City after completion of the improvements and City shall accept the donation.

The first round-a-bout was completed on May 1, 2017, which started the timeline for the completion for Rocking M Lane to be completed by May 1, 2019. The owner of Rocking M Lane, Whitis Land Investments, LTD, cleared the edges of Rocking M Lane, placed 27 feet wide by six (6) inches deep crushed limestone road base, and then topped the base with 25 feet wide by one (1) inch to one and a half (1-1/2) inch deep hot mix asphaltic concrete (HMAC) Type D mix. Staff and the developer agreed the HMAC is a better final product when compared to a double chip seal.

The base material was tested prior to placement to confirm maximum density and optimum moisture content. The base was also tested at five locations after placement, which showed acceptable results for density and moisture content. The HMAC was also tested after placement to confirm gradation and type. The HMAC was at the proper gradation and density and a Type D mix.

The City of Belton installed signage along Rocking M to include stop signs, speed limit signs, curve signs, and NO TRUCKS signage.

The City of Belton will assume maintenance of the right-of-way including the signs and paved surface. However, the City is in communication with Bell County to request the

County assume maintenance via an interlocal agreement. The cost of maintenance is unknown for this street segment, measuring approximately 4,600 LF in length.

The attached general warranty deed includes the field notes for the right-of-way (ROW). The ROW to be dedicated is 6.747 acres total. The ROW width is at least fifty feet wide along the roadway.

Fiscal Impact Amount: Annual Maintenance Unknown

Budgeted: ☐ Yes ☒ No

Funding Source: General Fund; Street Maintenance

Recommendation

Accept ownership of Rocking M Lane between Three Creeks Phase V and Auction Barn Road, outside of the City Limits of Belton, as agreed upon in the Three Creeks Development Agreement.

Attachments

General Warranty Deed

Location Map

Email to County Re: Maintenance

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: _____, 2019

Grantor: Bruce Whitis, President
Whitis Land Investments LTD

Grantor's Mailing Address: 3000 Illinois Ave.,
Killeen, Texas, 76543-5371 (Bell County)

Grantee: The City of Belton, Texas

Grantee's Mailing Address: P.O. Box 120
Belton, TX 76513 (Bell County)

Property

(including any improvements): Being 6.747 acres of land situated in the JOHN LEWIS SURVEY ABSTRACT No. 512, Bell County, Texas, more fully described by metes and bounds contained in field notes and map attached hereto as EXHIBIT "A", together with, and without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise) all right, title and interest, if any, of Grantor as owner of the Property, but not as owner of any other property, in and to, (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interest of

Grantor relating to said real property (present or revisionary); and (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title, and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys, and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in terms (i) through (viii) above are herein collectively referred to as the "Property").

Reservations from Conveyance: None

Exceptions to Conveyance
and Warranty:

All easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, agreements and maintenance charges, and other instruments, other than liens and conveyances, that affect the property; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters

emanating from and existing by reason of the creation, establishment, maintenance and operation of any County Water Improvement District, Municipal Utility District or similar governmental or quasi-governmental agency; taxes for the year 2019, the payment of which Grantee assumes; existing building and zoning ordinances and environmental regulations; and rights of parties in possession.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor:

By: Bruce Whitis
Owner

STATE OF TEXAS §

COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared Bruce Whitis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas

CITY OF BELTON, TEXAS, Grantee, accepts the attached deed and consents to its form and substance. Grantee acknowledges that the terms of the deed conform with Grantee's intent and that they will control in the event of any conflict with the contract Grantee signed regarding the Property described in the deed.

Marion Grayson, Mayor

ATTEST:

Amy Casey, City Clerk

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on _____, 2019 by Marion Grayson, Mayor of the City of Belton, Texas, a Texas municipal corporation, on behalf of said City.

Notary Public, State of Texas

After Recording return to:
City of Belton
Attn: Amy Casey, City Clerk
P.O. Box 120
Belton, Texas 76513

ROCKING M LANE

BEING a 6.747 acres of land situated in the JOHN LEWIS SURVEY, ABSTRACT No. 512, Bell County, Texas and the land herein described as being those two certain tracts reserved as Passageways being described as Tract No. 1, 1.53 acre and Tract No. 2, 5.30 acres in a Deed from James H. Miller, et ux, to Gene Goodnight, Trustee, and being of record in Volume 992, Page 612, Deed Records of Bell County, Texas; said tract being more fully described by metes and bounds as follows:

BEGINNING at a point in the north boundary line of a certain 442.51 acre tract described in field notes by Carrell Williams, dated December 26, 1979, said point being an iron found at the southwest corner of the above-mentioned 1.53 acre tract, for southwest corner;

THENCE N. 21° 43' 14" E., 444.70 feet, an iron pipe, for corner;

THENCE N. 21° 45' 02" E., 587.58 feet with the west boundary line of said 1.53 acre tract to an iron rod found at the southwest corner of said 5.30 acre tract for corner;

THENCE N. 19° 57' 07" E., 1497.97 feet to an iron rod, for corner;

THENCE N. 08° 31' 44" W., 2022.05 feet with the west boundary line of said 5.30 acre tract to a post in the south margin of a country road at the northwest corner of the said 5.30 acre tract, for corner;

THENCE S. 69° 45' 29" E., 76.02 feet with the said south margin same being the north boundary line of the said 5.30 acre tract to an iron rod, at the northeast corner of said 5.30 acre tract for corner;

THENCE S. 08° 26' 45" E., 2002.41 feet, an iron rod found, for corner;

THENCE S. 19° 58' 23" W., 1512.72 feet with the east boundary line of said 5.30 acre tract to an iron spike at a fence post at the southeast corner of said 5.30 acre tract and being the northeast corner of the aforementioned 1.53 acre tract, for corner;

THENCE S. 21° 38' 29" W., 1035.65 feet with the east boundary line of the 1.53 acre tract to an iron rod found in the north boundary line of the 442.51 acre tract, for corner;

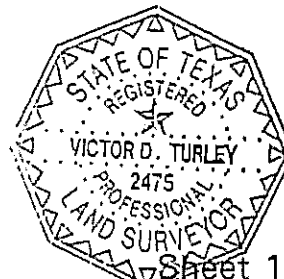
THENCE N. 67° 41' 44" W., 65.23 feet to the Point of BEGINNING and containing 6.747 acres of land as fenced and evidenced on the ground.

* * * * *

I, Victor D. Turley, a Registered Professional Land Surveyor in the State of Texas do hereby certify that these field notes are a correct representation of a survey made on the ground.

Victor D. Turley

Victor D. Turley, R.P.L.S.
June 21, 1999

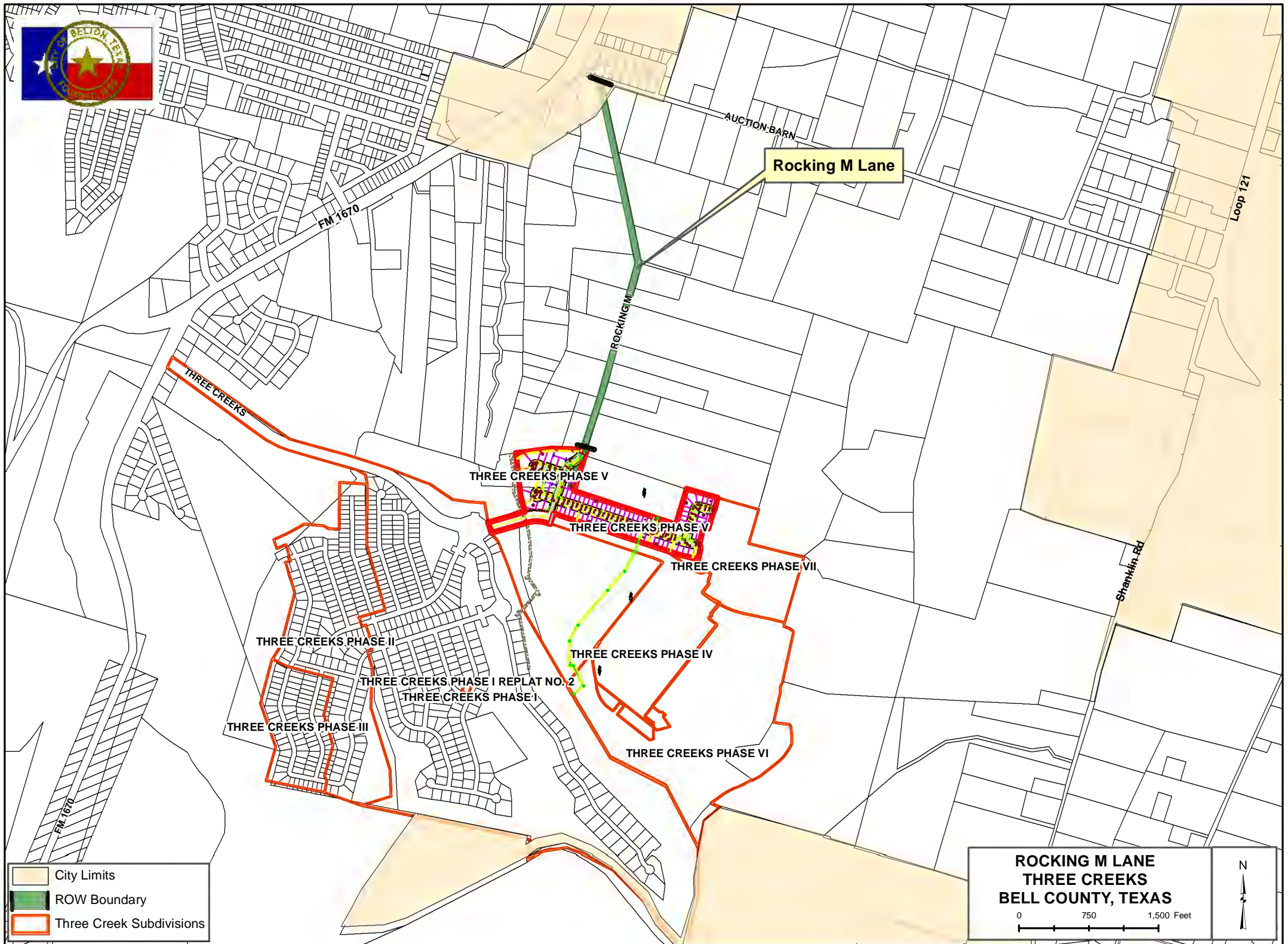


Sheet 1 of 1



TURLEY ASSOCIATES, INC

ARCHITECTURE • ENGINEERING • SURVEYING • DESIGN/BUILD • PLANNING
301 NORTH 3RD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400



Sam Listi

From: Angellia Points
Sent: Tuesday, June 04, 2019 8:30 AM
To: Bryan.Neaves@bellcounty.texas.gov
Cc: Sam Listi; Jeremy Allamon; Bob Van Til; Cheryl Maxwell
Subject: Rocking M Lane
Attachments: 19-2344 Proctor 19-1406.pdf; 19-2561 City of Belton Overlay.pdf

Bryan,

The City worked with the developer for improvements to Rocking M Lane, which will be dedicated to the City of Belton soon. This roadway was supposed to be a double chip seal road over crushed limestone base. The end product is 1 to 1-½" HMAC over 6" CLBM. We did run a proctor on the base, which is attached. Also, see attached CLBM and HMAC test reports. We believe the HMAC surface is a much better final product when compared to the double chip seal that was originally agreed upon.

The City is requested your re-evaluation to determine if the County would be willing to take on maintenance of the roadway with the improved driving surface and tested materials. If the City maintains ownership, would the County consider an interlocal agreement for maintenance? If so, what would be the conditions or requirements?

Thanks,
Angellia

Angellia Points, P.E.
Director of Public Works/City Engineer
City of Belton
P.O. Box 120
Belton, Texas 76513-0120
(254) 933-5823
www.beltontexas.gov



BELTON FY2020 WORKSHOP

Hill Country Transit District

the **HOP**



“Central Texas’ Regional Public Transit System”

INTRODUCTION

By Judge David Blackburn

- Roles:
 - HCTD is the operator who provides the service (buses, drivers, maintenance, dispatch, scheduling, customer service, etc.
 - Cites & Bell Co. determine level of service by the level of local funding provided
- Goals:
 - Overall goal is to provide public transportation to those who need it.

REMEMBER THE NEED

April 12, 2019

I paid


\$ 00.11¢,

all I had

to give ~~from~~

at 31st St at the
Temple Walmart.

I owe you
\$ 00.89¢.



HCTD SERVICES

Fixed Route Service (FRS)
(backbone)



Special Transit Service (ADA)

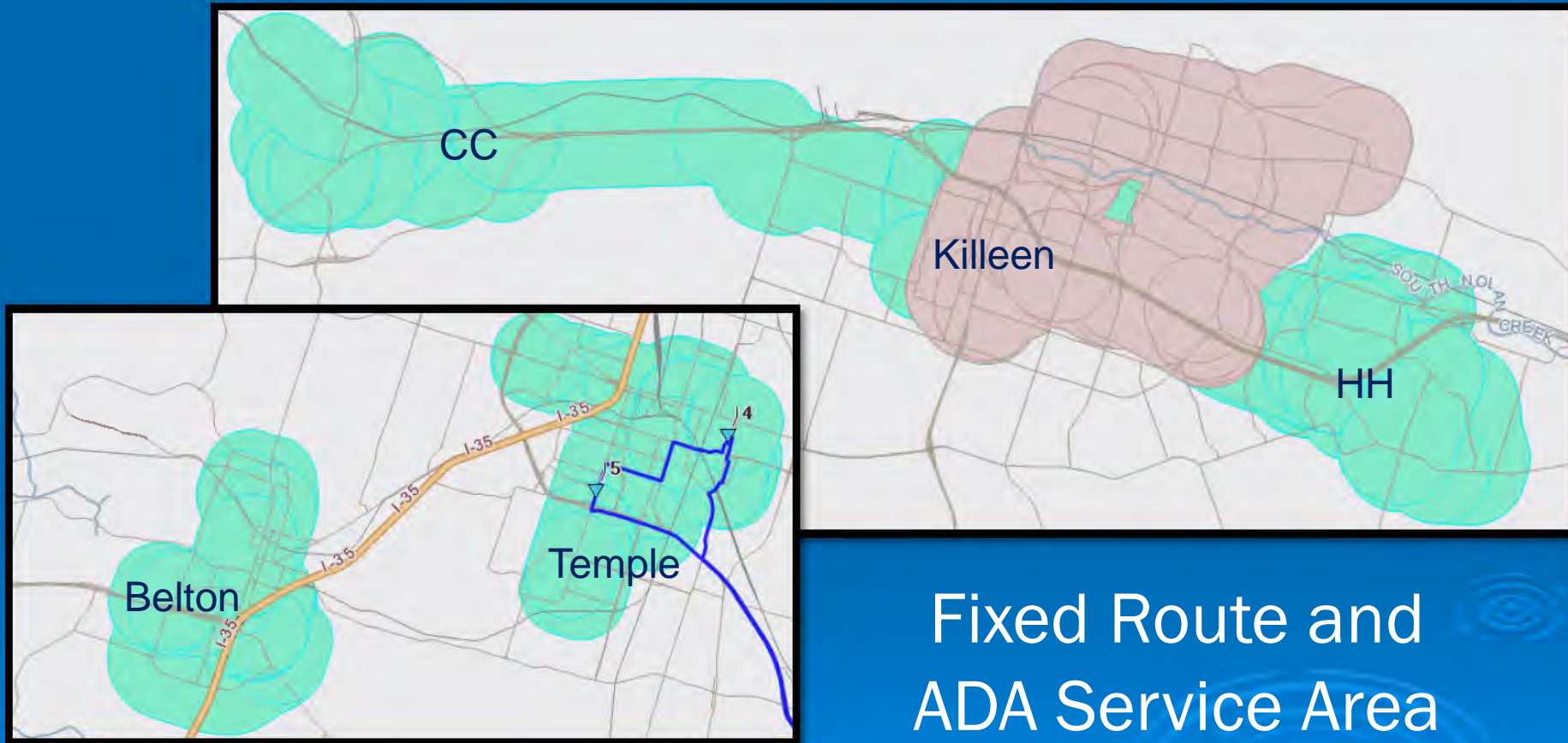


Rural Transit Service



All are designed for mass transportation and all are shared rides open to the public via a shared expense formula.

2019 URBAN SERVICES' GEOGRAPHIC COVERAGE



FIXED ROUTE SERVICE



9 Urban Fixed Routes
24 FRS Buses
18 FRS Drivers
290 Total Fixed Route Bus Stops
113 Passenger Shelters
37,345 Passengers Trips per Month (2018 Avg.)
448,134 FRS Passengers Last Year...backbone (2018)

Urban Fixed Route Ridership

Fixed Route Performance for CY 2018

| Route | City | Passengers | Passengers/Hour |
|--------------|------------------------|----------------|-----------------|
| Route 2 | Killeen | 60,389 | 18.5 |
| Route 4 | Killeen | 95,757 | 27.3 |
| Route 5 | Killeen | 45,298 | 13.7 |
| Route 35 | Harker Heights | 28,656 | 9.6 |
| Route 65 | Copperas Cove | 38,201 | 13.0 |
| Route 100 | Killeen*55% & Cove*45% | 38,629 | 13.0 |
| Connector | HH, Belton, & Temple | 28,930 | 9.4 |
| Route 510 | Temple | 55,340 | 17.3 |
| Route 530 | Temple | 36,581 | 10.6 |
| Route 610 | Belton | 20,353 | 6.6 |
| TOTAL | | 448,134 | 13.9 |

SPECIAL TRANSIT SERVICE (STS/ADA)



46 STS Buses
30 STS Drivers
8,497 Passengers Trips per Month (2018 Avg.)
101,967 Passengers Last Year (2018)

TOTAL RIDERSHIP SYSTEM WIDE

| Service | CYTD (Thru April 2019) | Calendar Year 2018 |
|-----------------|---------------------------|-----------------------|
| Fixed Route | 112,992 | 448,134 |
| Special Transit | 28,562 | 101,967 |
| Rural | 26,017 | 110,737 |
| Totals | 167,571 | 660,838 |



AWARDS & TRIENNIAL REVIEWS



FTA named HCTD Region VI Transit System of the Year in 2015. Region VI covers Texas, New Mexico, Oklahoma, Arkansas, and Louisiana.

HCTD has undergone six Triennial Reviews, conducted by the FTA. The reviews were extremely thorough and covered twenty three areas to assess HCTD's management and implementation of FTA grant programs. HCTD had three perfect Triennial Reviews in a row, and had minor deficiencies in the others.

2018 Performance Measures



| Measure | 2018 Performance | Goal |
|-----------------------------|--|--|
| Fixed Route Ridership | ✓ 13.9 Passengers/ Service Hour | 10.0 Passengers/ Service Hour |
| Paratransit Ridership | ✓ 2.2 Passengers/ Service Hour | 2.0 Passengers/ Service Hour |
| ADA Ride Length | ✓ 2.6% of ADA Trips Over an Hour in Length | Less than 5% of ADA Trips Over an Hour in Length |
| Missed FRS Trips | ✓ 0.2% of Trips Missed | 2.0% of Trips Missed |
| Customer Complaints | ✓ 0.04 Complaints/100 Passengers | 1.00 Complaints/100 Passengers |
| Safety Performance | ✓ 2.09 Accidents/100k Miles | 4 Accidents/100k Miles |
| Maintenance Road Calls | ✓ 6.39 Road Calls/100k Miles | 10 Road Calls/100k Miles |
| Customer Service Telephones | ✓ 42 Second Wait Time | Wait Times Under Two Minutes |
| Travel Training | ✓ Thirteen Training Programs in 2017 | No Fewer Than Twelve Training Programs per Year |

Temple UZA FRS Ridership

Year-To-Date (Oct-Mar)

| FFY17-18 | | | FFY18-19 | | | Change Between years | | |
|-----------------|-------------------|--------------|--------------|-------------------|--------------|----------------------|-------------------|--------------|
| | <i>Passengers</i> | <i>Ratio</i> | | <i>Passengers</i> | <i>Ratio</i> | | <i>Passengers</i> | <i>Ratio</i> |
| 510-T | 26,830 | 16.8 | 510-T | 23,256 | 16.2 | 510-T | -3,574 | -0.6 |
| 530-T | 17,388 | 10.1 | 530-T | 15,419 | 10.0 | 530-T | -1,969 | -0.1 |
| 610-B | 10,486 | 7.0 | 610-B | 9,153 | 6.1 | 610-B | -1,333 | -0.9 |
| Total | 54,704 | 11.3 | Total | 47,828 | 10.8 | Total | -6,876 | -0.5 |
| % Change | | | | | | | -14.4% | |

Federal Fiscal Year

| FFY17-18 | | | FFY18-19 | | | Change Between years | | |
|-----------------|-------------------|--------------|---------------|-------------------|--------------|----------------------|-------------------|--------------|
| | <i>Passengers</i> | <i>Ratio</i> | | <i>Passengers</i> | <i>Ratio</i> | | <i>Passengers</i> | <i>Ratio</i> |
| 510-T | 56,764 | 17.3 | 510-T* | 46,512 | 17 | 510-T* | -10,252 | -0.3 |
| 530-T | 36,989 | 10.5 | 530-T* | 30,838 | 10.3 | 530-T* | -6,151 | -0.2 |
| 610-B | 20,756 | 6.7 | 610-B* | 18,306 | 6.0 | 610-B* | -2,450 | -0.7 |
| Total | 114,509 | 11.5 | Total* | 95,656 | 11.1 | Total* | -18,853 | -0.4 |
| % Change | | | | | | | -19.7% | |

* Projected Proportionally

Killeen UZA FRS Ridership

Year-To-Date (Oct-Mar)

| FFY17-18 | | | FFY18-19 | | | Change Between years | | |
|-----------------|------------|-------|-----------------|------------|-------|----------------------|-----------------|---------------|
| | Passengers | Ratio | | Passengers | Ratio | | Passengers | Ratio |
| 2-K | 33,416 | 21.1 | 2-K | 21,978 | 13.9 | 2-K | -11,438 | -7.2 |
| 4-K | 48,935 | 27.7 | 4-K | 47,697 | 30.2 | 4-K | -1,238 | 2.5 |
| 5-K | 30,056 | 18.8 | 5-K | 0 | 0.0 | 5-K | -30,056 | -18.8 |
| 35-HH | 14,639 | 9.2 | 35-HH | 11,678 | 10.7 | 35-HH | -2,961 | 1.5 |
| 65-CC | 18,574 | 12.9 | 65-CC | 15,234 | 11.3 | 65-CC | -3,340 | -1.5 |
| 100-CONN | 20,166 | 14.0 | 100-CONN | 17,252 | 11.8 | 100-CONN | -2,914 | -2.2 |
| Total | 165,786 | 17.3 | Total | 113,839 | 15.6 | Total | -51,947 | -1.7 |
| | | | | | | | % Change | -31.3% |

Federal Fiscal Year

| FFY17-18 | | | FFY18-19 | | | Change Between years | | |
|-----------------|------------|-------|------------------|------------|-------|----------------------|-----------------|---------------|
| | Passengers | Ratio | | Passengers | Ratio | | Passengers | Ratio |
| 2-K | 66,197 | 20.3 | 2-K* | 43,956 | 13.1 | 2-K* | -22,241 | -7.2 |
| 4-K | 96,706 | 26.7 | 4-K* | 95,394 | 29 | 4-K* | -1,312 | 2.3 |
| 5-K | 60,604 | 18.5 | 5-K* | 0 | 0.0 | 5-K* | -60,604 | -18.5 |
| 35-HH | 29,708 | 9.1 | 35-HH* | 23,356 | 10.5 | 35-HH* | -6,352 | 1.4 |
| 65-CC | 39,940 | 13.4 | 65-CC* | 30,468 | 11.6 | 65-CC* | -9,472 | -1.8 |
| 100-CONN | 39,855 | 13.5 | 100-CONN* | 34,504 | 11.4 | 100-CONN* | -5,351 | -2.1 |
| Total | 333,010 | 16.9 | Total* | 227,678 | 15.1 | Total* | -105,332 | -1.8 |
| | | | | | | | % Change | -31.6% |

* Projected Proportionally

Funding Process

Each year, HCTD plans budgetary expenses for the upcoming fiscal year, and develops its budget accordingly. After applying funding available from the Federal Transit Administration, TXDOT, and contract revenue, HCTD still faces an annual shortfall.

Funding Process Con't.

In order to make up for that shortfall and continue providing the current level of service, HCTD asks each city in the urbanized areas and Bell County to provide local funding in amounts corresponding to the number of fixed route service hours provided.

Federal Apportionment – FTA Calculation of a Proportional Amount

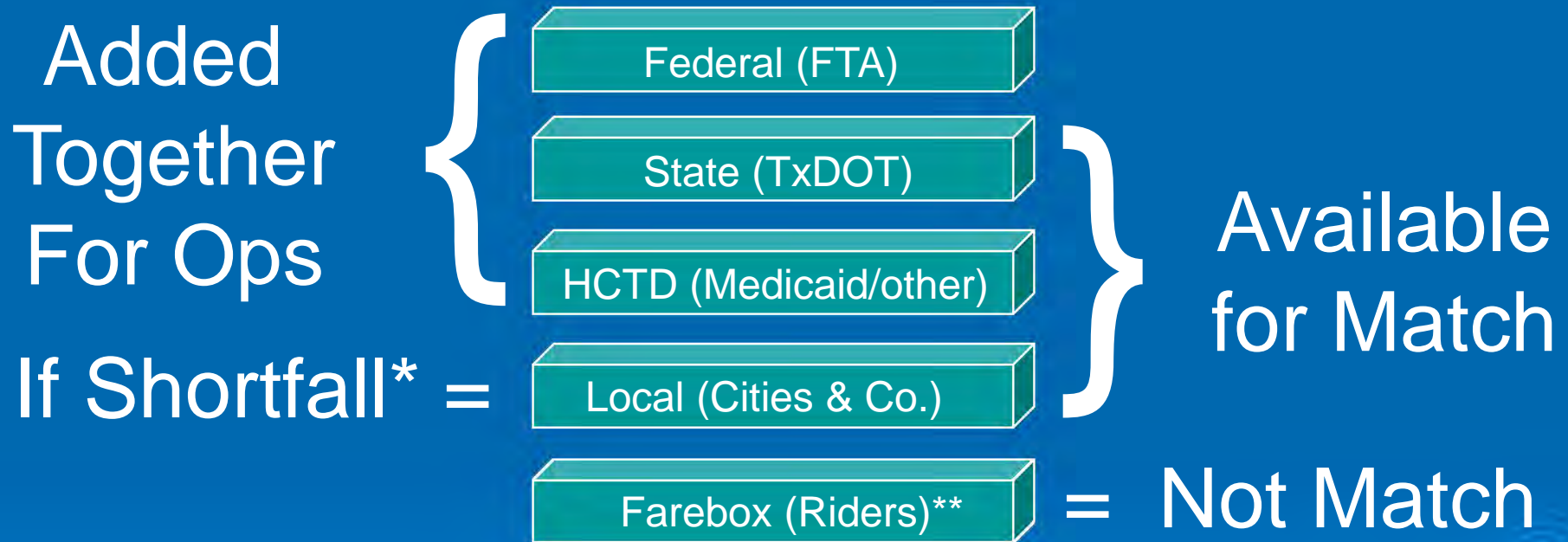
- Each Federal fiscal year, the FTA apportions Federal transit funds for each urbanized area based on the urbanized area's population, ridership, and other factors.
- Such apportionments are calculated separately for urbanized areas with a population of 200,000 and greater (Killeen UZA) and urbanized areas with a population of less than 200,000 (Temple UZA).
- Each apportionment must be used specifically for that particular urbanized area.

Match: Non-Federal Funds Required

In order to access Federal funds, HCTD must have other non-Federal funds.

- Operations requires a 50/50, dollar-for-dollar match.
- Preventive maintenance requires an 80/20 match.
- Since HCTD began urban service in Killeen in 2000, HCTD has provided the majority of those matching funds. Since the inception of the Urban Services, HCTD has provided approximately \$30M on behalf of the Killeen UZA Transit Service, and the City of Killeen has provided approx. \$1.5M.

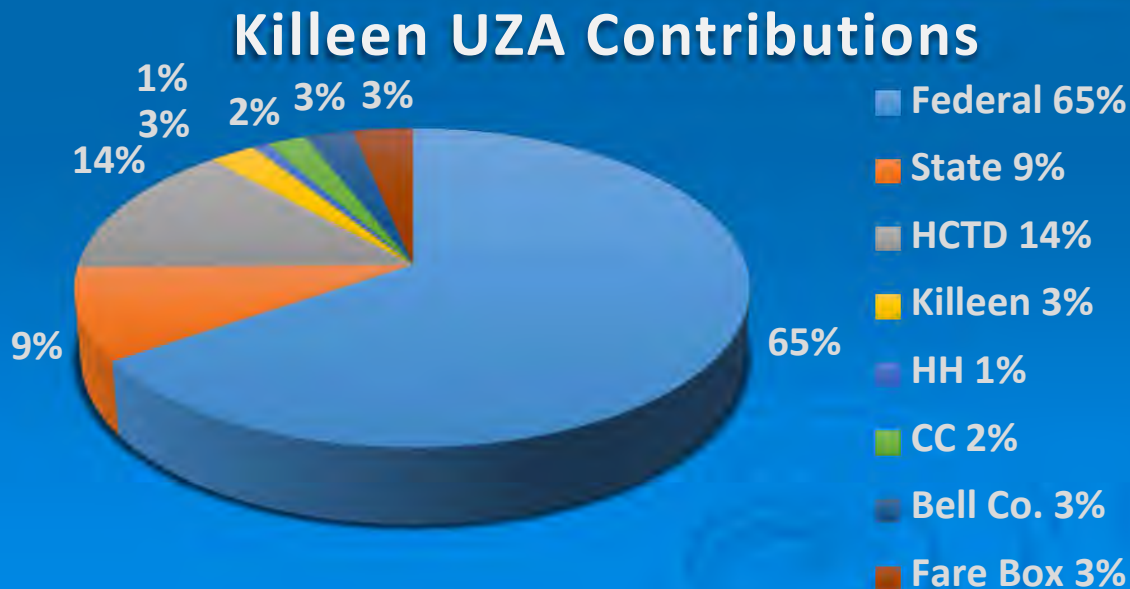
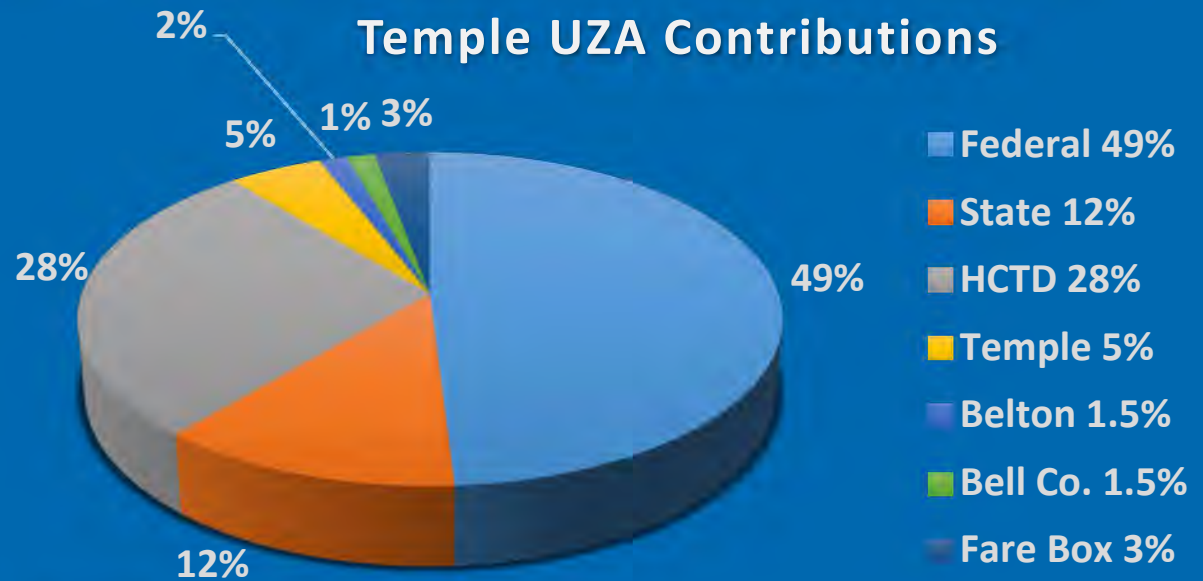
Funding Process Con't.



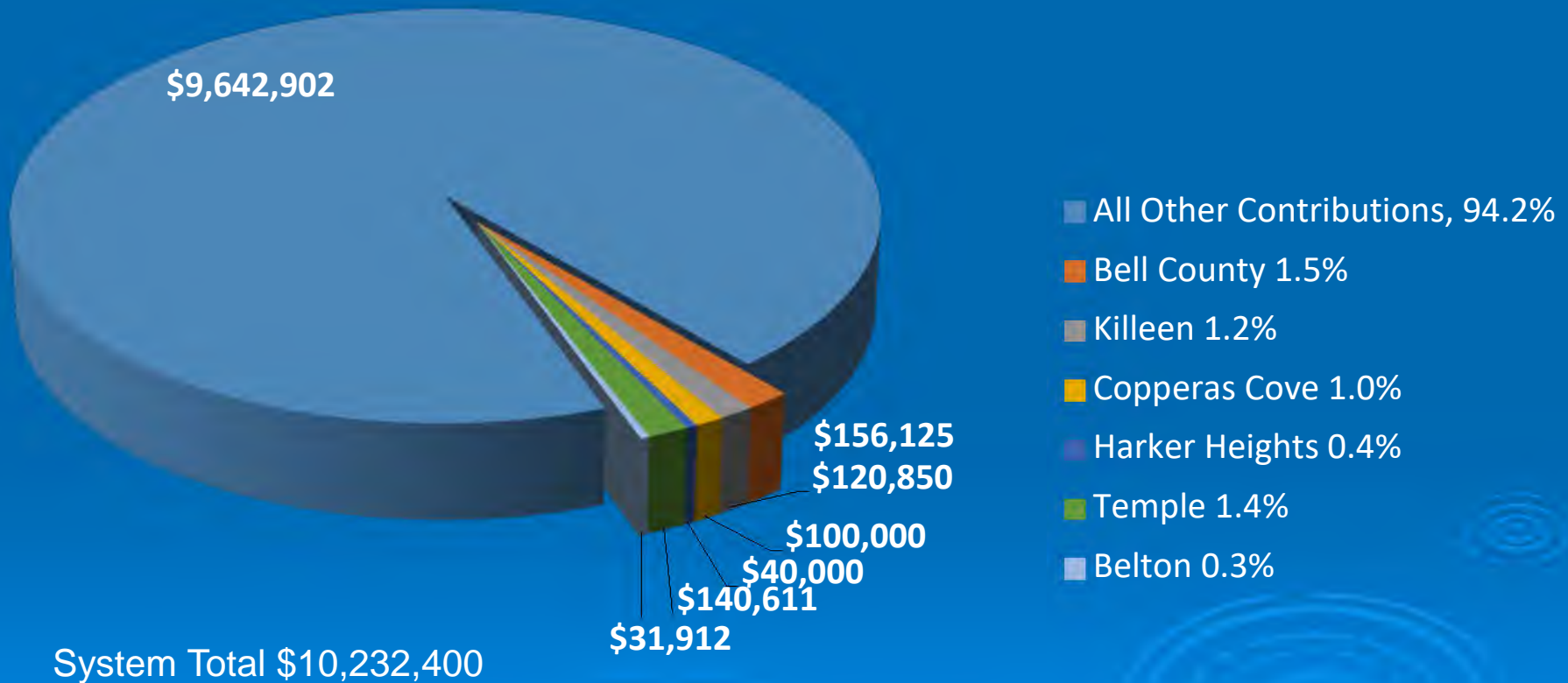
* Based on Fixed Route Service Hour Formula

** Farebox Pros & Cons

FY2019 Funding Sources & Percentages



FY2019 Local Contribution in Dollars



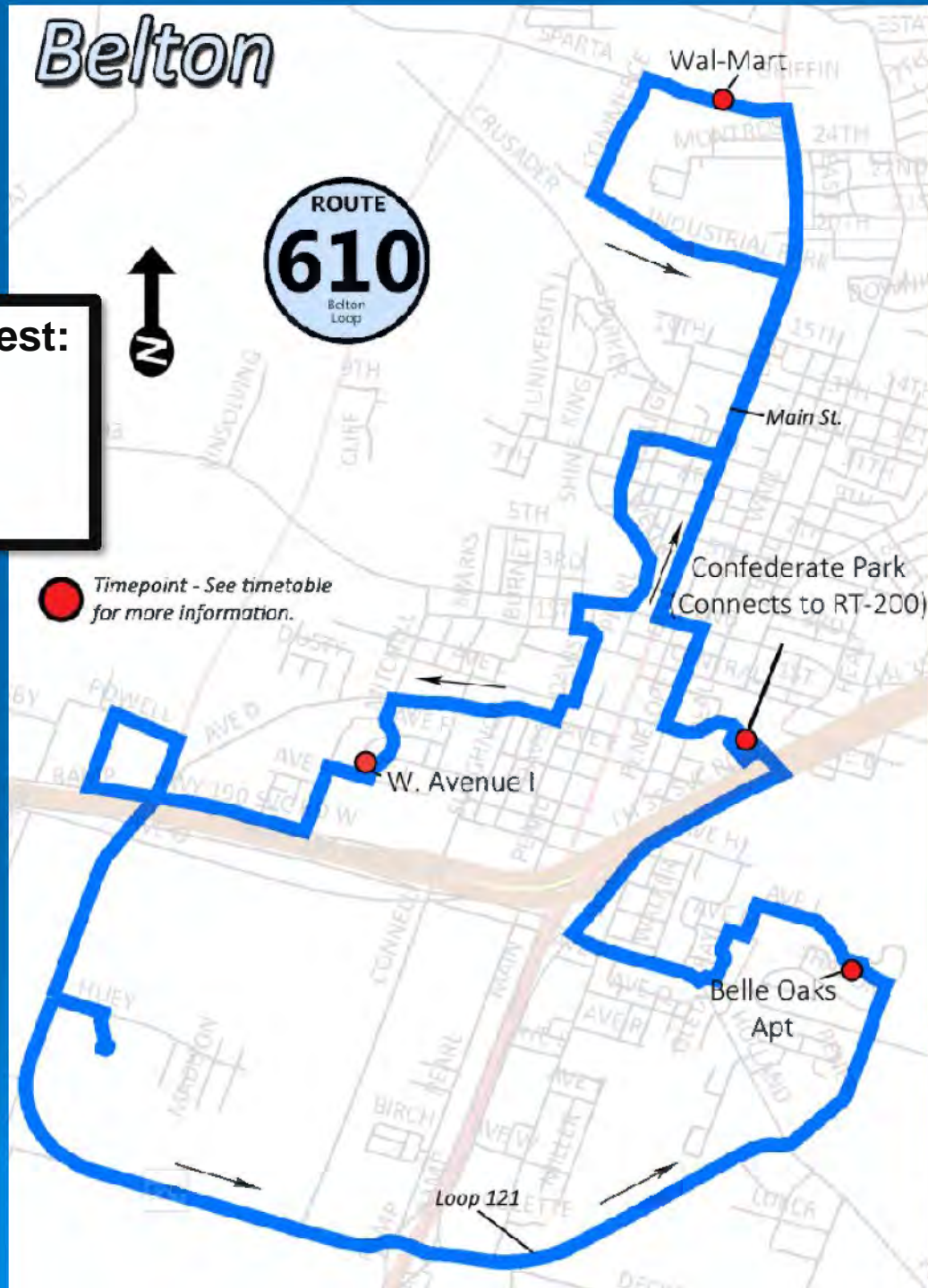
Belton

Belton FY20 Request:

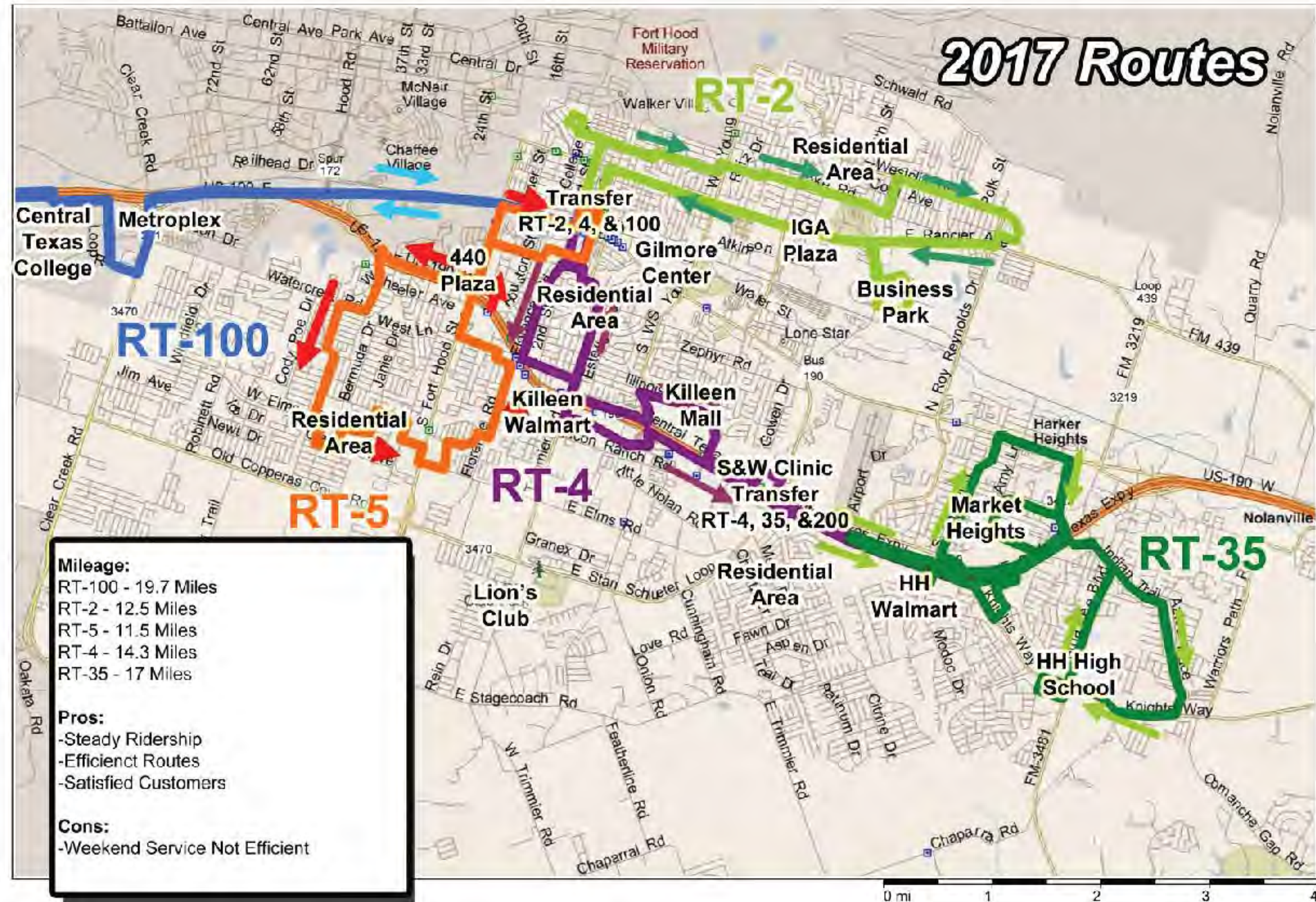
FY19 = \$31,912

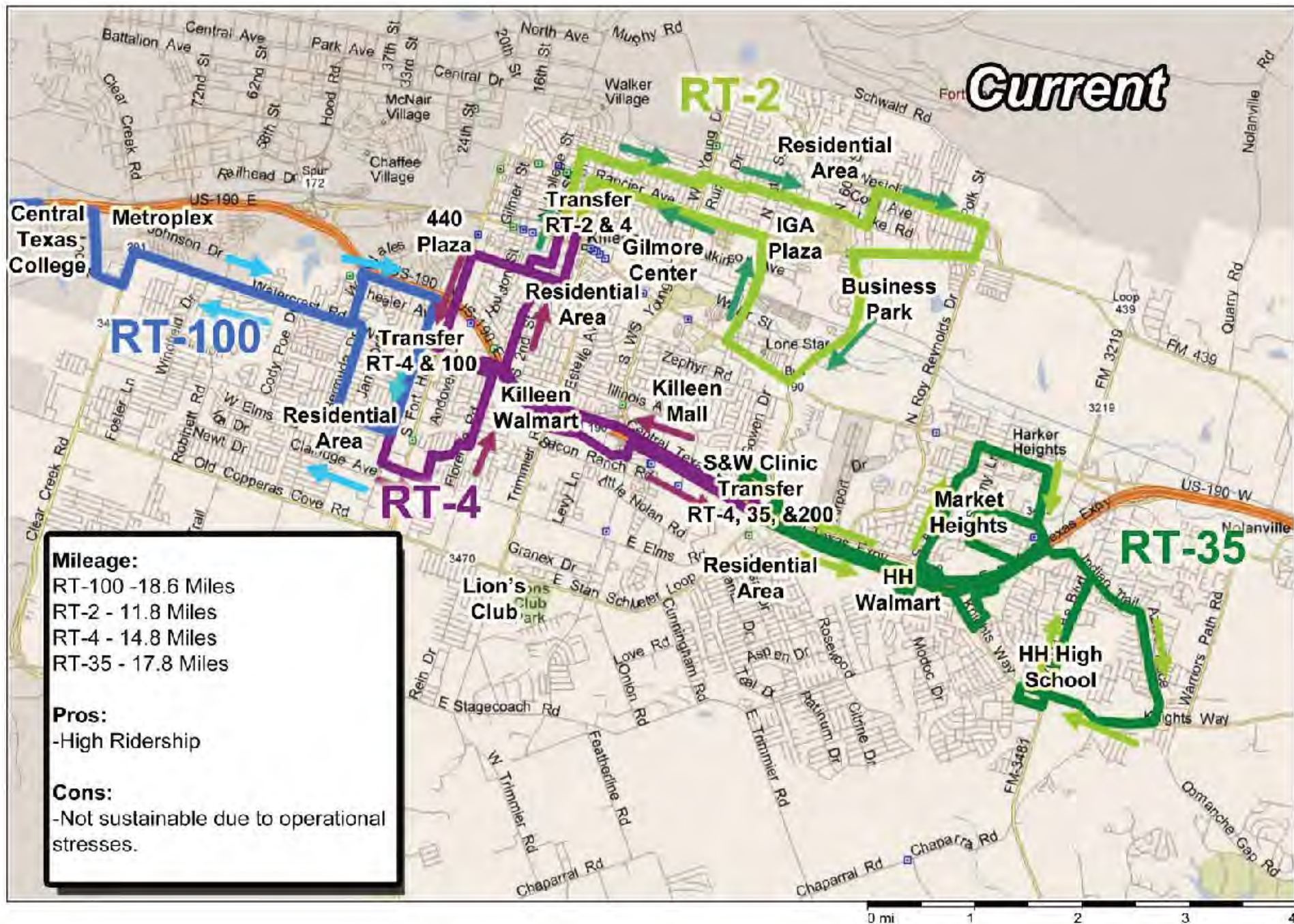
FY20 = \$29,706

$\Delta = (\$2,206)$



2017 Routes





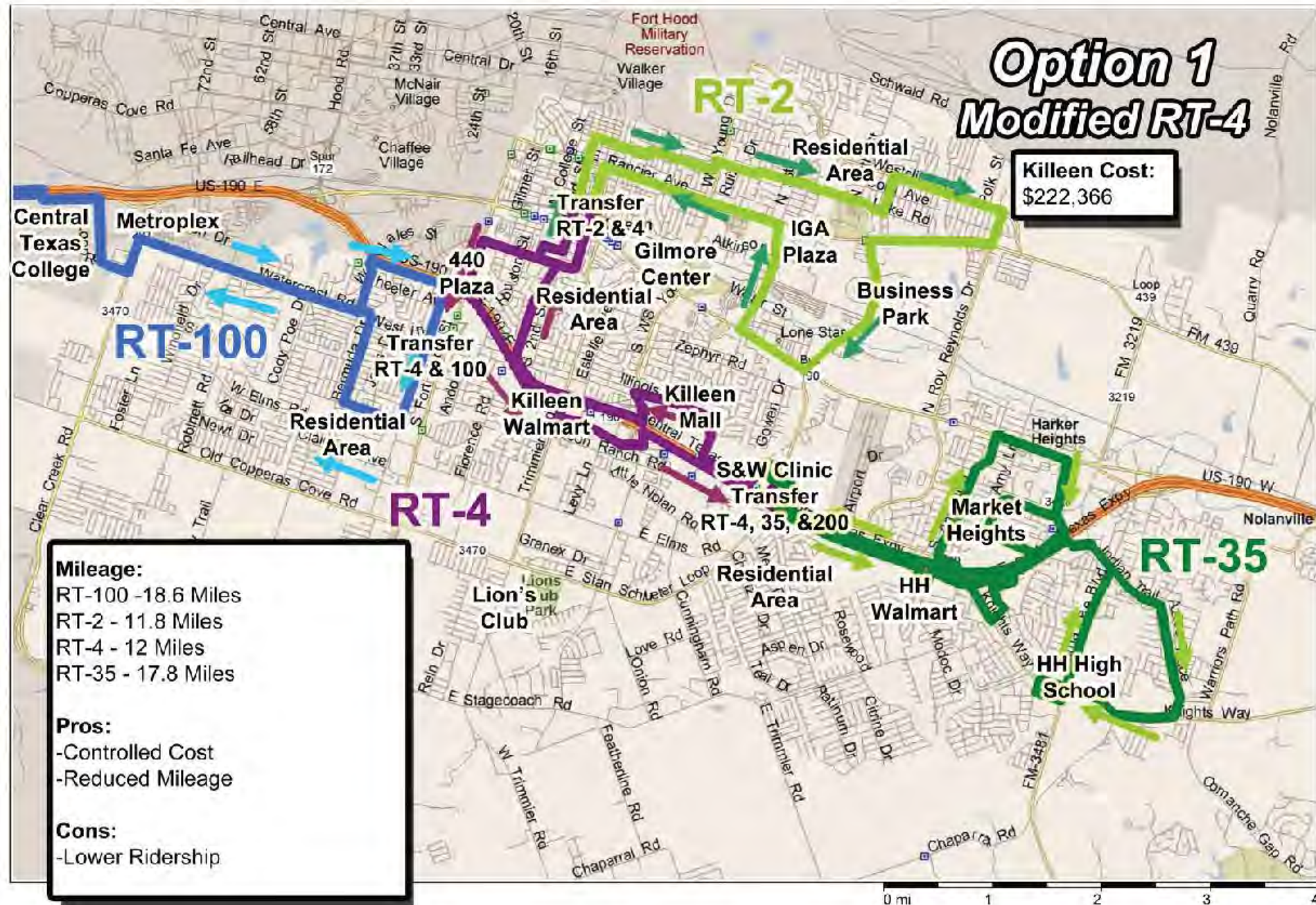
Option 1 Modified RT-4

Killeen Cost:
\$222,366

Mileage:
RT-100 - 18.6 Miles
RT-2 - 11.8 Miles
RT-4 - 12 Miles
RT-35 - 17.8 Miles

Pros:
-Controlled Cost
-Reduced Mileage

Cons:
-Lower Ridership



Option 2 Modify RT-4 & Add Modified RT-5 (Preferred)

Killeen Cost:
\$645,027

Mileage:

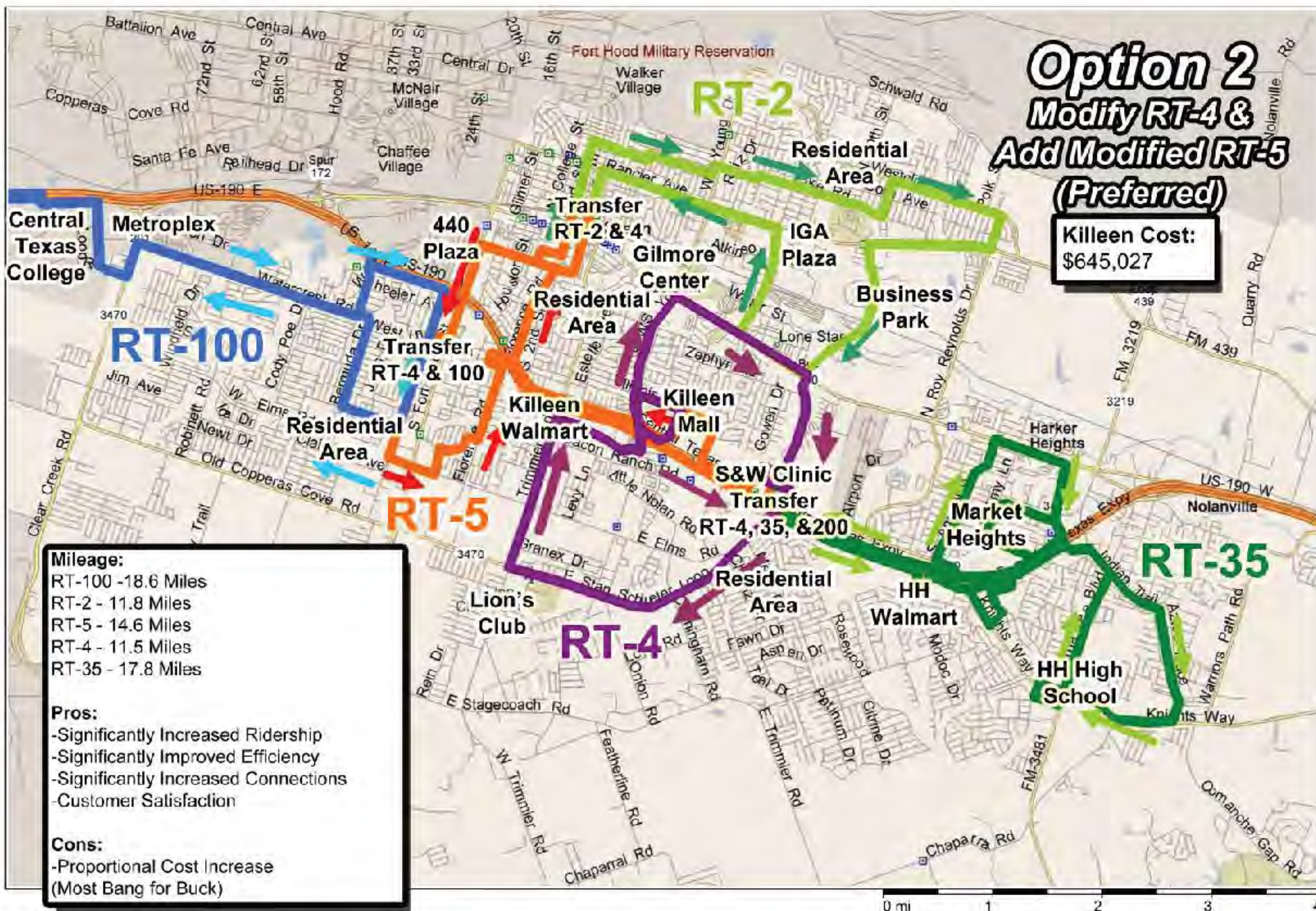
RT-100 - 18.6 Miles
RT-2 - 11.8 Miles
RT-5 - 14.6 Miles
RT-4 - 11.5 Miles
RT-35 - 17.8 Miles

Pros:

- Significantly Increased Ridership
- Significantly Improved Efficiency
- Significantly Increased Connections
- Customer Satisfaction

Cons:

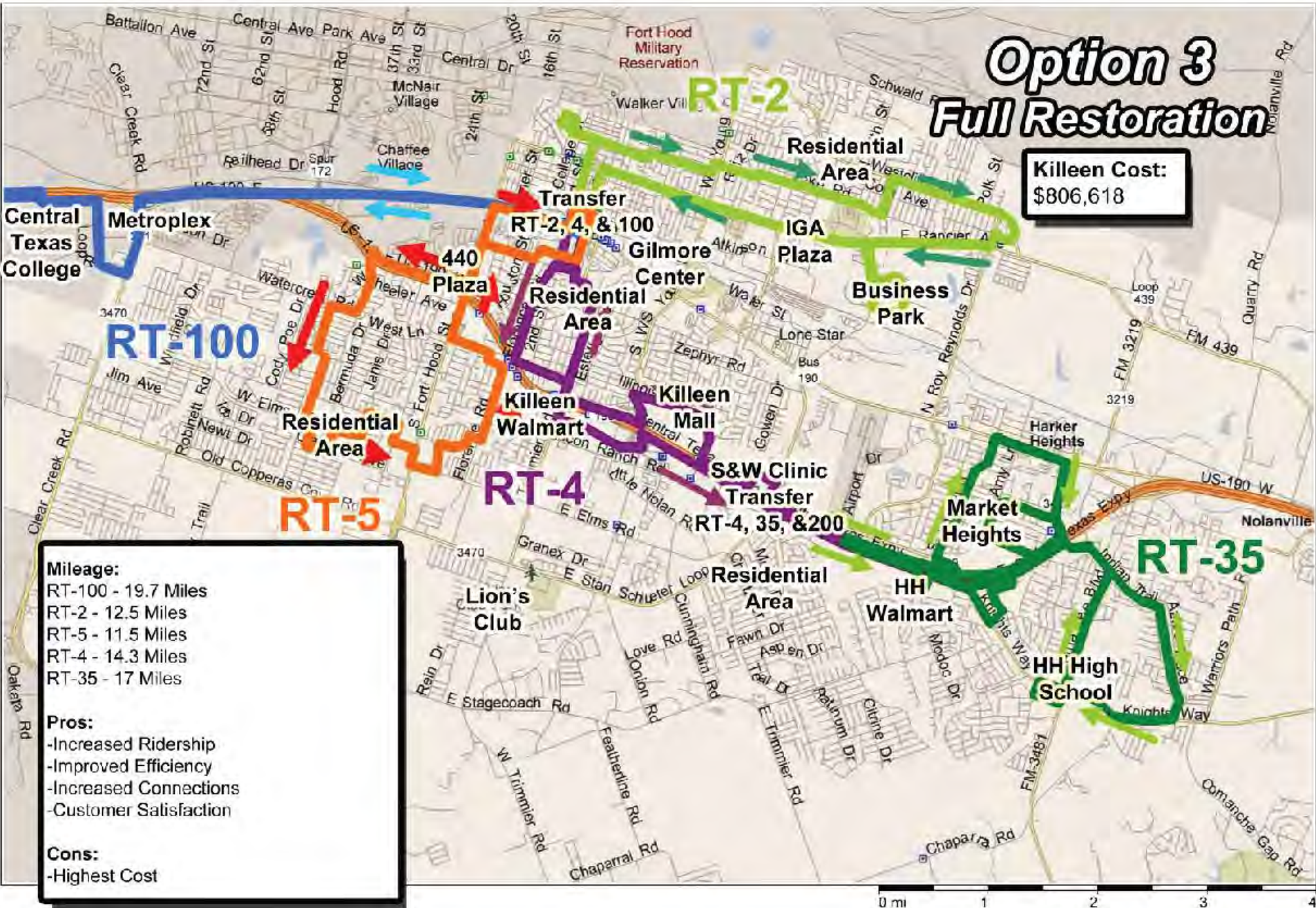
- Proportional Cost Increase
(Most Bang for Buck)



0 mi 1 2 3 4

Option 3 Full Restoration

Killeen Cost:
\$806,618



Killeen Cost:
\$120,850

Killeen Cost:
\$120,850

RT-100 - 20.6 Miles
RT-2 - 11.5 Miles
RT-35 - 17.8 Miles

- Serves Widest Possible Area with Single Route

- Overloaded Route
- Limited Stops
- Significant Ridership Impact
- Dissatisfied Customers
- Most Major Service Cut Without Terminating Killeen Service in Total



IN CLOSING

Judge David Blackburn

- It is the Local Funding that determines the Level of Service
- Encourage people to talk to their City Council representatives
- Questions

THANK YOU



Central Texas' Regional Public Transit System



Staff Report – City Council Agenda Item

Agenda Item #9

Hold a public hearing and consider ordinances amending the Code of Ordinances to include standards for Food Trucks:

- A. Chapter 11 – Licenses and Business Regulations
- B. Chapter 6 – Fire Code

Originating Department

Planning Department – Cheryl Maxwell, Director of Planning
Fire Department – Jeff Booker, Fire Marshal

Background

The City does not currently have standards for regulating food trucks in the City limits. Nevertheless, food trucks have been allowed in the City limits via a one year permit, until earlier this year, when a moratorium was placed on new food trucks, pending development of standards. Currently, there are three in operation. An ordinance has been in the works to address food trucks, which are growing in popularity. A workshop with the City Council was held in April 2017, when Erin Smith was the Director of Planning. She prepared a draft ordinance for food trucks and food truck parks. This draft ordinance was tweaked, and another workshop held with the City Council in April 2019. We have made additional changes based on feedback received from this latest workshop, in an effort to simplify the standards. The following section provides a summary of key elements in the proposed ordinances.

Proposed Ordinances

We have separated food vendors into four categories as follows:

1. Food Booth, Concession Stand, and Farmers Market
2. Food Trucks - Temporary Event: Up to 14 consecutive days
3. Food Trucks - Long Term: 6 month permit
4. Food Truck Parks – Permanent

Categories 1 and 2: We are not proposing any changes to Categories 1 and 2, except to incorporate fire safety inspections for various elements. Revisions to the 2015 Fire Code are proposed and include requirements and regulations for fire extinguishers, usage of liquefied petroleum gas (LPG), baffles and closures, emergency egress, generators, and external power cords. Please refer to the attached proposed ordinance amending Chapter 6 of the Code of Ordinances related to the Belton Fire Code.

Categories 3 and 4: The Fire Code requirements described above also apply to Categories 3 and 4, along with the proposed ordinance amending Chapter 11 of the Code of Ordinances related to Licenses and Business Regulations. The proposed ordinance includes the following elements for Food Trucks and Food Truck Parks:

Category 3: Food Trucks

- Proposed permit term is 6 months; \$50 fee.
- Site plan required – should include zoning district, setbacks, main building location, and parking for evaluation.
- Permission letter from property owner; agreement for use of restroom facilities.
- List of items to be sold.
- State sales tax certificate.
- Bell County health inspection.
- Fire Marshal inspection.
- Parking—must be paved surface and not occupy spaces required for the main business.
- Signs—must be permanently affixed to the vehicle.
- Vehicle must be readily movable.
- Exterior trash receptacle required if on-site seating provided.
- Interior trash receptacle required.
- Cannot connect to City's public sewer, unless otherwise approved.
- May connect to City's public water with approval from Director of Public Works—proper backflow devices must be installed.
- Cannot discharge sewer or grease onto the ground, roadway, or into any drainage infrastructure.
- Public Restrooms—required if on-site seating provided (may have portable restroom facilities). (new)
- 6 month inspection. (new)
- Allowed in all zoning districts except A, SF, and 2F— screening required when adjacent to SF and 2F zoned property. (new)
- Permit application—authority to Director of Planning to review and approve or deny permits, with appeal to City Manager and Council. (new)

Category 4: Food Truck Parks

- Parking—none required in CBD; 1 space per 3 seats required in other zoning districts; must be paved surface. Food Trucks must be parked on improved surface.
- Signs—one on-premise sign allowed at entrance; food trucks may have attached signage.
- Trash Receptacle—dumpster required on-site.
- Public Restrooms—minimum two required with connection to City sewer for every four food trucks on-site; alternative plan may be approved by Director of Public Works.
- Electrical connections required for each pad site.
- Fire lanes must be provided.
- Alcohol sales allowed subject to TABC and City requirements.
- Zoning Districts—proposed in R, CH, C1, C2, CBD, LI and HI.
- Screening required where adjacent to SF and 2F zoned property.

- Food truck connections to public water/sewer allowed subject to City requirements; backflow device for water system, internal or community grease trap.
- Compliance with noise regulations and adopted floodplain regulations required.
- Site plan review required.

Recommendation

Hold public hearing and adopt ordinances.

Attachments:

Proposed Ordinances

Powerpoint Presentation

ORDINANCE 2019-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, ESTABLISHING CHAPTER 11, ARTICLE VIII, OF THE CODE OF ORDINANCES OF DEALING WITH “LICENSES AND BUSINESS REGULATIONS;” PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that:

PART 1. Chapter 11, Article VIII, “Licenses and Business Regulations,” of the Code of Ordinances of the City of Belton, Texas, is hereby established to read as follows:

CHAPTER 11 – LICENSES AND BUSINESS REGULATIONS

ARTICLE VIII. – FOOD TRUCKS AND FOOD TRUCK PARKS

DIVISION 1 – GENERAL

SEC. 11-176. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Concession stand means a food establishment operated by a city or county, a non-profit organization, or public school district from which limited foods are served during athletic or entertainment events.

Farmers Market means a designated location used primarily for the distribution and sale of food products by farmers and other producers of agricultural products directly to consumers.

Food booth is generally a temporary structure used to prepare and sell food to the general public, usually where large groups of people are situated outdoors in a park, at a parade, near a stadium or otherwise. This term also refers to the business operations and vendors that operate from such booths and includes concession stands.

Food establishment rules means Title 25 of the Texas Administrative Code, Part 1, Chapter 228, (*Texas Food Establishment Rules*).

Food handler means a food enterprise employee who works at any time with unpackaged food, food equipment or utensils, or food contact surfaces.

Food truck means the same as a mobile food vendor.

Food truck park means a permanent site with four (4) or more mobile food vendors.

Mobile food establishment/vendor means any business which sells edible goods from a nonstationary location within the City including a mobile food operation using any heat-producing equipment to cook, fry, or warm products for consumption from a unit which is wheeled, or otherwise designed to be readily transported from place to place, whether towed or self-propelled, and which is not designed to be permanently connected to domestic water, sanitary sewer, or electricity. The terms do not include a food booth.

Temporary event mobile food vendor means a mobile food vendor that operates for a period of no more than 14 consecutive days in conjunction with a single special event or celebration, or scheduled series of events. Vendors operating a food booth, or farmers market are not considered a temporary event mobile food vendor.

SEC. 11-177.-Compliance required.

- A. Any person preparing and selling food to the public shall comply with Texas Administrative Code Title 25, Part 1, Chapter 228 (*Texas Food Establishment Rules*), and Bell County Public Health District Rules, and Section 320 of the Belton Fire Code.
- B. A mobile food vendor or food truck park shall comply with provision A above and all provisions outlined in this Chapter. This does not include temporary event mobile food vendors.
- C. Temporary event mobile food vendors must comply with provision A above and shall register with the event organizer and comply with their requirements.
- D. The City may adopt additional requirements not specified in this chapter as are reasonably required in the City's professional judgement, and authorized by law, to protect against health hazards or nuisances. When the City reasonably determines as a matter of professional judgement that no health hazard or nuisances will result from a particular activity or method of conduct, the City may waive or modify requirements of this chapter.
- E. Requirements outlined in this chapter shall be enforced by City staff. Permits for a mobile food vendor or food truck park shall be obtained through the City Planning Department.

DIVISION 2. FOOD TRUCKS

SEC. 11-178.-Mobile food vendor permits.

- A. A person must hold a permit issued by the City to operate a mobile food establishment.
- B. A person must comply with the requirements of this chapter to receive or retain a permit.
- C. A permit issued under this chapter is not transferable.
- D. A permit holder or person in charge of a mobile food establishment shall post a permit required by this chapter in a prominent public location clearly visible to the general public and to patrons.
- E. A permit issued under this chapter expires 6 months after the date it is issued, except that a permit subject to conditions expires on the date indicated on the permit.

SEC. 11-179. - Permit application.

- A. A person who seeks to operate a mobile food establishment must submit to the City a written application for a permit on a form provided by the City. The application must include:
 - 1. name and address of the applicant and the applicant's identification number as shown on a current and valid government-issued identification document that includes a photograph of the applicant;
 - 2. current photograph, proposed orientation, and information regarding the type of vehicle to be used for the proposed mobile food establishment;
 - 3. proof of sales tax and use permit;
 - 4. an itinerary of locations where sales occur and hours of operation;
 - 5. site plan identifying setbacks to property lines and to the main building;
 - 6. copy of Bell County Health Department inspection report;
 - 7. permission letter from the property owner;
 - 8. other information reasonably required by the City;
 - 9. the signature of each applicant;
 - 10. written agreement with the business on-site for employees and patrons of the mobile food establishment to have use of flushable restrooms (or other facilities as approved by the City) during hours of operation;
 - 11. list of all items to be sold.
- B. The Director of Planning shall review the application and site plan and evaluate compatibility with existing development and may approve, deny, or approve with conditions any new permit or permit renewal. Decisions of the Director of Planning may be appealed to the City Manager and ultimately, the City Council.
- C. For a mobile food vendor permit, the City shall provide the permit holder a copy of the permit that indicates the permit expiration date.

- D. The Fire Marshal will complete a fire safety inspection in accordance with Section 106, Belton Fire Code.
- E. The Police Department will evaluate the criteria contained in the application.
- F. The City may suspend or revoke a mobile food establishment permit if the City determines that:
 - 1. an applicant obtained the mobile food establishment by knowingly providing false information on the application;
 - 2. a person is infected with or is a carrier of any foodborne communicable disease;
 - 3. the continuation of the person's mobile food establishment permit presents a significant public health threat; or,
 - 4. a mobile food establishment violates the terms and conditions of any written agreement submitted to the City.
- G. If a written agreement submitted to the City terminates without fault by the mobile food establishment, the operator has 10 days to replace the required written agreement without constituting a violation under this section.

SEC. 11-180. - Permit fees.

- A. An applicant shall pay the permit fee established by separate ordinance, except that a permit fee is not required for a food enterprise that is:
 - 1. necessary to provide services under a contract for social services with the City;
or
 - 2. operated by a public or private school system.
- B. If a permit application is not approved, the health authority may refund the permit fee to the applicant.

SEC. 11-181. - Mobile food vendor requirements.

- A. Location. A mobile food establishment is allowed in all Zoning Districts except Agricultural, Single Family, and Two Family, subject to site plan review.
- B. Parking
 - 1. The mobile food establishments may not occupy required parking spaces as established in Section 34, Off-Street Parking and Loading Requirements, of the Zoning Ordinance, fire lanes, or drive aisles for the permanent business on site.
 - 2. Mobile food establishments may only be placed on lots that exceed their minimum parking requirements, and must be positioned in such a way that they

do not create sight obstructions for vehicular traffic, and maintain a ten (10) foot clearance from all surrounding buildings. Food trucks may not park within the 25 foot visibility triangle at a street intersection.

3. It is prohibited for any vehicles or mobile food establishments to be parked on grass or any other unpaved surface.
 4. Parking requirements for the mobile food establishment will be evaluated with the site plan.
- C. Signs. No sign permits will be issued for mobile food vendors, therefore no signage requiring a sign permit will be permitted. The only signage permitted is permanently affixed to the mobile food vendor vehicle.
- D. Trash receptacle. A trash receptacle for public use is required to be placed on-site for mobile food vendors providing seating on-site for patrons.
- E. Public restrooms. When seating for patrons, a public restroom shall be available on-site and may include portable restroom facilities.
- F. A mobile food vendor shall demonstrate that the vehicle is readily moveable if requested by the City.
- G. A mobile food establishment shall be available for inspection every six months.

SEC. 11-182.—Utility and Sanitary requirements.

- A. A person operating a mobile food establishment shall equip the interior of the mobile food establishment with an attached trash receptacle approved by the City for the use of persons working in the mobile food establishment. The operator must hold, store, and dispose of solid and liquid waste in a receptacle approved by the City and must comply with any other applicable City Code requirements.
- B. A mobile food truck shall not connect to the City of Belton's public sewer, unless otherwise approved.
- C. A mobile food truck may, with approval from the Director of Public Works, connect to the City of Belton's public water supply providing the mobile food truck has proper backflow devices installed. All backflow devices must be installed and maintained in conjunction with the City of Belton's Cross Connection Control and Backflow Prevention Ordinance 2017-37.
- D. A mobile food truck shall not discharge sewer or grease from the mobile food truck onto the ground, roadway, or into any drainage infrastructure.

SEC. 11-183. - Use of public property.

A person who operates a mobile food establishment may not go into a City park to sell, offer for sale, or display a food item, unless the person's activity is authorized by a park property rental agreement.

SEC. 11-184. – Mobile food vendor violations.

- A. The person or business in charge of a temporary food service establishment shall immediately correct violations identified in an inspection report. If the violations are not corrected immediately, the person or business in charge shall stop food service operations at the establishment until authorized to resume by the City.
- B. The City may immediately cite, suspend operations, or file violations against the person or business in charge of a temporary food service establishment that does not correct violations identified as required in Subsection (a).

DIVISION 3. FOOD TRUCK PARKS

SEC. 11-185.- Food Truck Parks.

- A. Parking requirements. Adequate parking shall be provided on site on an improved surface as required by the Zoning Ordinance and Design Standards.
- B. Signage. One (1) on premise sign is permitted at the entrance(s) identifying the Food truck park subject to the sign regulations for the applicable zoning district. Each Mobile food establishment may have attached signage.
- C. Trash receptacle. A dumpster is required to be placed on-site in accordance with the City's Zoning Ordinance and Design Standards.
- D. Public restrooms. A minimum of two (2) public restrooms with connection to City wastewater system shall be provided for every four (4) food trucks on site. An alternative wastewater plan may be approved by the City's Director of Public Works.
- E. Electrical connections. Each mobile food vendor pad site is required to contain an electrical connection. Generators are not permitted.
- F. Fire lanes. Fire lanes shall be provided in accordance with the current fire code.
- G. Permanent structures. Permanent structures shall be constructed in compliance with the current building code and setback requirements established in the Zoning Ordinance.

- H. Each type of food truck park shall be considered a primary use on a property and therefore is subject to all development standards applicable to the zoning of the property, including off-street parking requirements.
- I. All food truck parks shall comply with all applicable regulations of the Bell County Public Health District, current building codes, current fire code, this chapter, and all other applicable federal state and local laws. All food truck parks shall be on legally platted lots.
- J. Food truck parks may be standalone vendors or may be located on a property with other permanent uses (i.e. retail establishments). These properties shall be designed to be able to accommodate all required development standards for all primary uses.
- K. Food truck parks that are eligible to sell alcohol may do so provided they meet the requirements of the Texas Alcoholic Beverage Code, Texas Alcoholic Beverage Commission and Belton City Code. Alcohol shall only be sold from a fixed location.
- L. Fencing/screening shall be provided as required by the Zoning Ordinance and Design Standards.
- M. Connection to the City of Belton's public water supply may be allowed providing the food truck has proper backflow devices installed. All backflow devices must be installed and maintained in conjunction with the City of Belton's Cross Connection Control and Backflow Prevention Ordinance 2017-37.
- N. Connection to the City of Belton's public sewer may be allowed providing each mobile food vendor has installed either an internal grease trap or the food truck park has installed a community grease trap. All grease traps must be installed and maintained in conjunction with the City of Belton's Fats, Oils, Grease and Grit Ordinance 2017-36.
- O. Park owners are encouraged to provide for an aesthetically-pleasing environment which includes shade and seating elements in addition to pervious groundcover.
- P. All food truck parks shall comply with the noise regulations in Section 13-4.
- Q. All food truck parks shall comply with all adopted floodplain regulations.
- R. The site plan required for a Food truck park shall provide the following information for review:
 - 1. The land area included within the property, the zoning classification of adjacent properties, and all public and private rights-of-way and easements bounding and intersecting the site;
 - 2. A legal description of the proposed site and the boundaries thereof;

3. The location of each proposed permanent structure on the site and required pads for mobile food vendors, and identification of any proposed outdoor entertainment locations and fixed seating areas;
4. The location, width, and surface material of driving lanes and mobile food vendor pad sites;
5. The location of fire hydrants;
6. The dimensions and capacities of parking areas and loading areas;
7. All pedestrian walks, patios and open areas for use by tenants or the public;
8. The location, height, and materials of all screening mechanisms;
9. The location, size, height, and orientation of all lighting and signs;
10. Location and screening of refuse containers, mechanical equipment, and outside storage or display;
11. Location and number of provided seating and eating areas, including the number of fixed seats and tables;
12. All proposed phasing of the park (if applicable);
13. Location, height, separation of buildings, including location of restrooms;
14. Location and type of electrical outlets provided for each corresponding pad site.
15. Landscape plan for all required landscaping in accordance with the City's Design Standards.
16. Any other items required by the Planning and Zoning Commission and City Council.
17. Proposed onsite public utility connections.

DIVISION 4. ENFORCEMENT

SEC. 11-186. - Offenses and penalties.

- A. A person commits an offense if the person knowingly provides false information on an application for a food manager certificate or food handler registration.
- B. A person commits an offense if the person uses a food manager certificate or food handler registration that has not been issued to the person by the City.
- C. A person commits an offense if the person knowingly provides false information on an application for a permit required by this chapter.
- D. A person commits an offense if the person uses a permit that has not been issued to the person by the City.
- E. A person commits an offense if the person performs an act prohibited by this chapter or fails to perform an act required by this chapter.
- F. A person commits a separate offense each day that the person performs an act prohibited by this chapter or fails to perform an act required by this chapter.

- G. Except as otherwise provided, proof of criminal negligence is required for conviction of an offense under this chapter. Proof of a higher degree of culpability than criminal negligence constitutes proof of criminal negligence.
- H. An offense under this section is a fine only offense and is punishable by a fine not to exceed \$2,000.

PART 2. All other provisions of Chapter 11 of the Code of Ordinances of Belton, Texas shall remain in full force and effect unless expressly amended by this ordinance.

PART 3. Should any Article, Section, Part, Paragraph, Sentence, Phrase, Clause, or Word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

PART 4. The City Clerk is directed to publish public notice of this ordinance in accordance with state law.

PART 5. The publishers of the City Code of Belton, Texas, are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

PART 6. This Ordinance shall take effect immediately.

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

This ordinance was presented at the stated meeting of the City Council of the City of Belton and upon reading was passed and adopted by the City Council on the 11th day of June, 2019, by a vote of _____ ayes and _____ nays.

PASSED AND APPROVED on this the 11th day of June, 2019.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

ORDINANCE NO. 2019-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 6, ARTICLE II OF THE CODE OF ORDINANCES DEALING WITH THE FIRE CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

PART 1: Chapter 6, Article II, Fire Code, of the Code of Ordinances of the City of Belton, Texas, is hereby amended to read as follows:

Section 6-17. Amendments to the International Fire Code.

[Sections 319-320 reserved for future use.]

The following section is hereby added:

SECTION 321 - MOBILE FOOD VENDORS.

(a) Section 321.1 Fire Extinguishers. Fire extinguishers are required in mobile food units in accordance with Sections 321.1.1 through 321.1.4.

1. Section 321.1.1. All mobile food vendors shall have at minimum one (2A-10BC) portable fire extinguisher mounted in a conspicuous place within the kitchen area as close to the primary exit point as practical.
2. Section 321.1.2. Mobile food vendors with portable generators shall have a (3A-40BC) portable fire extinguisher in addition to the other fire extinguishers.
3. Section 321.1.3. All portable fire extinguishers shall be serviced, inspected, and tagged annually by a licensed extinguisher company.
4. Section 321.1.4. In addition to any other required fire extinguisher, all mobile food vendors who deep fat fry shall have a Class K portable fire extinguisher for up to four fryers having a maximum cooking medium capacity of 80 pounds each. For every additional group of four fryers having a maximum cooking capacity of 80 pounds each, an additional Class K extinguisher will be required. For individual fryers exceeding six square feet in surface area, Class K extinguishers will be installed in accordance with manufacturers' recommendations.

(b) Section 321.2 Use of LPG. Liquefied petroleum gas usage shall comply with Sections 321.2.1 through 321.2.5.

1. Section 321.2.1. LP gas containers shall be located and secured on the exterior of the mobile food unit, open to atmosphere or if containers are kept in compartment, said compartment must be separate from the interior food

preparation area. Access must be from the exterior of the unit and compartment floor and exterior door must be vented to the atmosphere.

2. Section 321.2.2. The fuel containers must have a ¼-turn shutoff valve located outside the confines of the unit, or which is readily accessible and marked with a sign consisting of three-inch red letters on a white background, which states FUEL SHUTOFF. This valve must be placed where it can be readily seen and reached without endangering the person(s) attempting to turn off the fuel source in the event of fire.
3. Section 321.2.3. All mobile units with propane shall post a NO SMOKING sign next to or directly above the propane bottle and visible to the public. Such sign shall be posted with a minimum of four-inch red lettering on white background.
4. Section 321.2.4. Any hose used to pipe LP gas to a device shall be listed by UL, FM, or other approved agency and listed specifically for LP gas service. All couplings, fittings, and any other devices shall meet the requirements for LP gas service as outlined in the International Fuel Gas Code, NFPA 58 and 54, or be deemed unapproved and removed from service.
5. Section 321.2.5. LPG tanks located outside the mobile food unit shall be a minimum of five feet from the primary means of egress.

(c) Section 321.3 Baffles and Closures.

1. Section 321.3.1. All deep-fat fryers shall have a steel baffle between the fryer and surface flames of an adjacent appliance or shall maintain a 16-inch separation distance. The baffle, if installed, shall be eight inches in height.
2. Section 321.3.2. A positive closing lid shall be required on the fryer with latching mechanisms that secure it in the open and closed positions.

(d) Section 321.4. Emergency Egress. Emergency egress shall comply with Sections 321.4.1 through Section 321.4.2.2.

1. Section 321.4.1. Mobile food units shall have a clear, unobstructed height over the aisle-way portion of the unit of at least 74 inches from floor to ceiling, and a minimum of 30 inches of unobstructed horizontal aisle space.
2. Section 321.4.2. Should travel distance from any portion of the interior exceed 15 feet, the mobile food unit shall have a minimum of two exits located remote from each other and so arranged as to provide a means of unobstructed travel to the outside of the vehicle.
 - a. Section 321.4.2.1. A secondary means of egress shall be located remote of the main exit door, with an unobstructed minimum passage of 24" X 24" to the outside.
 - b. Section 321.4.2.2. The latch mechanism of any exit facility shall be operable by hand, and shall not require the use of a key or special knowledge for operation from the inside. The secondary exit shall be labeled with the word EXIT with two-inch minimum red letters on contrasting white background.

- (e) Section 321.5 Generators. Units using electrical power for cooling or heating must provide a shut off or means of disconnect located outside the confines of the unit, which is readily accessible and marked with a sign consisting of three-inch red letters on a white background, which states ELECTRICAL SHUTOFF. This shutoff must be placed where it can be readily seen and reached without endangering the person(s) attempting to shut off the power source in the event of a fire or short circuit.
1. Section 321.5.1 Generators. Fuel tanks shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Generators shall be isolated from contact with the public. Storage of gasoline is not allowed in or near generators.
 2. Section 321.5.2 Refueling. Refueling of generators shall be performed in a location not less than 20 feet from the mobile food unit. Fuel shall be stored in a UL- or FM-approved flammable liquid safety container in an approved location. Generators shall be grounded in an approved method. Generators shall not be refueled while actively vending or in areas occupied by the public.
- (f) Section 321.6 External Power Cords. External power cords must be of a type approved for the use for which it is being employed, shall have sufficient capacity, shall have all connections secured via approved devices (or electrical boxes) and shall be properly fused. External power cords must have protective coverings that will protect them from damage by vehicle or foot traffic.

PART 2: If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

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

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

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

PASSED AND APPROVED on this the 11th day of June, 2019.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

City Council Meeting

June 11, 2019

Food Trucks & Food Truck Parks



Food Trucks = Mobile Food Establishment/Vendor

Food Booth/
Concession Stand/
Farmers Market



Temporary
Event—up
to 14
consecutive
days

Long Term—
Permit for 6
months

Permanent—
Food Truck
Park



Update

- Staff evaluated comments from the previous Council work session on April 9th.
- Council expressed concern with “over-regulating” food booths/concession stands.
- Revised draft ordinance removes food booths/concession stands; removes Fire Safety Requirements.
- **Revisions proposed to Fire Code** to allow fire safety inspections for ~~food booths/concession stands~~ & **food trucks that are long term or permanent**. No changes in current procedure proposed for food booths/concession stands, or temporary event food trucks. Proposed Ordinance does not apply to these.

Food Trucks = Mobile Food Establishment/Vendor

Food Booth/
Concession Stand/
Farmers Market



NOW: Register with
event coordinator &
follow their
requirements.

~~ADD: Fire Code~~

NO CHANGE

Temporary Event—
up to 14
consecutive days



NOW: Register with
event coordinator &
follow their
requirements.

~~ADD: Fire Code~~

NO CHANGE

Long Term—
Permit for 6
months

&

Permanent—
Food Truck Park



ADD: All
provisions of
this code & Fire
Code

NOTE: All vendors selling food currently must comply with
Texas Food Establishment Rules and BCPHD.

Food Trucks – Long Term



Los Compadres



Los Brothers Taco Shop



El Paisa

Proposed Ordinance

Food Trucks



Proposed Ordinance – Food Trucks

- Proposed permit term is 6 months; \$50 fee.
- Site plan required – should include zoning district, setbacks, main building location, & parking for evaluation.
- Permission letter from property owner; agreement for use of restroom facilities.
- List of items to be sold.
- State sales tax certificate.
- Bell County health inspection.
- Fire Marshal inspection.



Proposed Ordinance – Food Trucks

- Parking—must be on ~~paved~~ improved surface and not occupy spaces required for the main business
- Signs—must be permanently affixed to the vehicle
- Trash Receptacle—required if on-site seating provided
- Vehicle must be readily movable



Proposed Ordinance – Food Trucks

- Public Restrooms—required if on-site seating provided (may have portable restroom facilities) (new)
- 6 month inspection (new)
- Allowed in all zoning districts except A, SF, & 2F—screening required when adjacent to SF & 2F zoned property. (new)
- Permit application—authority to Planning Director to review and approve or deny permits, with appeal to City Manager and Council. (new)

Proposed Ordinance – Food Trucks

Utility and Sanitary Requirements Section 11.175

- Interior trash receptacle required
- Cannot connect to City's public sewer, unless otherwise approved
- May connect to City's public water with approval from Director of Public Works—proper backflow devices must be installed
- Cannot discharge sewer or grease onto the ground, roadway, or into any drainage infrastructure

Proposed Ordinance

Food Truck Parks



Proposed Ordinance – Food Truck Parks, Section 11.178

- Parking—none required in CBD; 1 space per 3 seats required in other zoning districts; must be paved surface.
- Food Trucks must be parked on improved surface.
- Signs—one on-premise sign allowed at entrance; food trucks may have attached signage.
- Trash Receptacle—dumpster required on-site.



Proposed Ordinance – Food Truck Parks, Section 11.178

- Public Restrooms—minimum two required with connection to City sewer for every 4 food trucks on-site; alternative plan may be approved by Director of Public Works.
- Electrical connections required for each pad site.
- Fire lanes must be provided.
- Alcohol sales allowed subject to TABC and City requirements.

Proposed Ordinance – Food Truck Parks, Section 11.178

- Zoning Districts—proposed in R, CH, C1, C2, CBD, LI & HI.
- Screening required where adjacent to SF and 2F zoned property.
- Food truck connections to public water/sewer allowed subject to city requirements; backflow device for water system, internal or community grease trap.
- Compliance with noise regulations and adopted floodplain regulations.
- Site plan review required.

Fire Code

- Food Booths—(concession stands/farmers market)

- Fire extinguishers required
- Clearance requirements
- Approved cooking sources
- Emergency egress
- Fuel tanks



- Mobile Food Vendors—(food trucks—Long Term & Permanent)

- Fire extinguishers required
- Liquefied petroleum gas usage
- Baffles and closures
- Emergency egress
- Generators
- External power cords
- Inspection



Next Steps....



- Hold public hearing(s) and adopt Ordinance for Food Trucks
- Create use listing for Food Truck Park and schedule for Zoning Ordinance amendment



Staff Report – City Council Agenda Item

Agenda Item #10

Consider authorizing the City Manager to execute a contract for the Old Waco Road Sewer Project, and any change orders associated with the contract, not to exceed the amount authorized under state law.

Originating Department

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

Summary Information

Like all cities, Belton has aging water and sewer infrastructure, and some lines are near the point of failure. That is the case with the Old Waco Road Sewer Replacement Project.

The Old Waco Road Sewer Project has been designed and all fourteen (14) easements (11 property owners) have been obtained by donation. The property owners who have provided easements understand the need for the project and are excited the City has taken on the project to correct the issues.

The project was advertised and bid on June 4, 2019. Five (5) qualified bids were received for the project, as shown in the following table.

| Contractor | Bid Amount |
|----------------------------------|-------------------|
| McLean Construction, Killeen | \$1,079,079.50 |
| MA Smith Contracting, Austin | \$1,086,515.55 |
| Santa Clara Construction, Austin | \$1,143,202.00 |
| Bell Contractors, Belton | \$1,164,577.84 |
| Prota Construction, Austin | \$1,742,103.60 |

The Director of Public Works/City Engineer, the Assistant Director of Public Works, and the Project Engineer at KPA evaluated the bids received. The low bidder, McLean Construction of Belton, has successfully worked with the City of Belton in the past on projects such as the South Belton Sewer Phase I Project and numerous subdivisions.

The duration of construction for the entire project is estimated to be approximately 7 months.

Fiscal Impact

The fiscal impact of the action for this item is \$1,079,079.50 plus any unforeseen change orders. The funding for the project is allocated in the 2018 Water and Sewer Capital Projects Fund.

Amount: **\$1,079,079.50**

Budgeted: ☐ Yes ☐ No ☒ 2018 Water & Sewer Capital Projects Fund

Recommendation

Authorize the City Manager to execute a contract with McLean Construction for the construction of the Old Waco Road Sewer project, and any change orders associated with the contract, not to exceed the amount authorized under State law.

Attachments

Engineer's Letter of Recommendation
Bid Tabulation



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

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

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

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

June 5, 2019

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

RE: Old Waco Road (FM 817) Wastewater Improvements Project
Belton, Texas

Ms. Points:

Bids were received on Tuesday, June 4, 2019, at 2:00 PM in Belton City Hall at 333 Water Street; Belton, Texas, by the City Clerk, Amy M. Casey, for the Old Waco Road (FM 817) Wastewater Improvements Project to be constructed in North Central Belton. There were five (5) Bids received and each was opened by the City Clerk and publicly read aloud in the Main Conference Room at 2:00 PM. The detailed Bid Tabulation Sheets for the Bids are attached. The five bids from lowest to highest are as follows:

- | | |
|------------------------------------|-----------------|
| 1. McLean Construction-Killeen | \$ 1,079,079.50 |
| 2. Smith Construction-Austin | 1,086,515.55 |
| 3. Santa Clara Construction-Austin | 1,143,202.00 |
| 4. Bell Contractors-Belton | 1,168,392.64 |
| 5. Prota Construction-Austin | 1,742,696.28 |

Our Opinion of Probable Construction Cost for the project was \$1,118,215.00 and, as shown above, the low bid was submitted by McLean Construction in the amount of \$1,079,079.50. This project is to be completed in 110 working days from the issuance date of the Notice to Proceed which will be in mid to late July, 2019. The approximate equivalent to 110 working days is six (6) calendar months.

Based on past City of Belton and KPA experience with McLean Construction, we have found that McLean has the equipment, the personnel, the background and the management network to successfully complete this proposed project. Therefore, we recommend that the construction contract be awarded to McLean Construction in the amount of \$1,079,079.50 for the Old Waco Road (FM 817) Wastewater Improvements Project.

If you have any questions about this letter or data, please let us know.

Sincerely,

Wm. Mack Parker, P.E.
Project Manager

BID TABULATION
CITY OF BELTON, TEXAS

2017-166-44

OLD WACO ROAD (FM 817) WASTEWATER IMPROVEMENTS
June 4, 2019; 2:00 PM

| | | | | BIDDER INFORMATION | | | | | | | | | |
|---|--------------------|------|---|---|-----------------|---|-----------------|--|-----------------|--|-----------------|--|-----------------|
| | | | | McLean Construction Inc PO Box 11989 Killeen TX 76547 | | MA Smith Contracting Co Inc 15308 Ginger Street Austin TX 78728 | | Santa Clara Construction Ltd 9811 Anderson Mill Rd Suite 201 Austin TX 78750 | | Bell Contractors Inc 3082 West Hwy 190 Belton TX 76513 | | Prota Construction PO Box 342195 Austin TX 78734 | |
| Item No. | Estimated Quantity | Unit | Bid Data Description | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount |
| A. Project Control | | | | | | | | | | | | | |
| 1 | 32.7 | STA | Preparation of Right-of-Way | \$ 1,475.00 | \$ 48,232.50 | \$ 1,400.00 | \$ 45,780.00 | \$ 500.00 | \$ 16,350.00 | \$ 1,021.79 | \$ 33,412.53 | \$ 428.00 | \$ 13,995.60 |
| 2 | 100% | LS | Mobilization Bonds & Insurance | 51,631.00 | 51,631.00 | 50,000.00 | 50,000.00 | 50,000.00 | 50,000.00 | 35,611.07 | 35,611.07 | 87,000.00 | 87,000.00 |
| 3 | 100% | LS | Prepare Traffic Safety Plan | 5,125.00 | 5,125.00 | 5,000.00 | 5,000.00 | 750.00 | 750.00 | 1,650.00 | 1,650.00 | 3,884.00 | 3,884.00 |
| 4 | 100% | LS | Implement Traffic Safety Plan | 18,624.00 | 18,624.00 | 30,000.00 | 30,000.00 | 10,000.00 | 10,000.00 | 27,353.81 | 27,353.81 | 13,528.00 | 13,528.00 |
| 5 | 100% | LS | Prepare Trench Safety Plan per State Law | 2,475.00 | 2,475.00 | 1,000.00 | 1,000.00 | 2,500.00 | 2,500.00 | 1,440.19 | 1,440.19 | 3,884.00 | 3,884.00 |
| 6 | 2,858 | LF | Implement Trench Safety Plan (Ditches) | 3.50 | 10,003.00 | 1.00 | 2,858.00 | 1.00 | 2,858.00 | 2.30 | 6,573.40 | 2.26 * | 6,472.80 |
| 7 | 4,200 | SF | Implement Trench Safety Plan (Structures) | 1.50 | 6,300.00 | 1.00 | 4,200.00 | 0.10 | 420.00 | 1.01 | 4,242.00 | 1.54 * | 6,473.04 |
| 8 | 3,780 | SF | Implement Trench Safety Plan (Bore Pits) | 1.50 | 5,670.00 | 2.25 | 8,505.00 | 0.10 | 378.00 | 1.77 | 6,690.60 | 1.37 * | 5,177.84 |
| 9 | 100% | LS | Prepare SWPP Plan & Obtain TCEQ Permit | 1,650.00 | 1,650.00 | 1,000.00 | 1,000.00 | 1,500.00 | 1,500.00 | 1,385.19 | 1,385.19 | 3,237.00 | 3,237.00 |
| 10 | 100% | LS | Administer SWPP Plan | 7,610.00 | 7,610.00 | 2,500.00 | 2,500.00 | 3,000.00 | 3,000.00 | 6,050.00 | 6,050.00 | 1,943.00 | 1,943.00 |
| 11 | 910 | LF | Provide, Install, Maintain & Remove Silt Fence | 2.20 | 2,002.00 | 2.75 | 2,502.50 | 4.00 | 3,640.00 | 2.20 | 2,002.00 | 4.00 | 3,640.00 |
| 12 | 168 | SY | Provide, Install, Maintain & Remove Construction Exit | 12.00 | 2,016.00 | 13.00 | 2,184.00 | 26.00 | 4,368.00 | 13.09 | 2,199.12 | 25.00 | 4,200.00 |
| 13 | 40 | LF | Provide, Install, Maintain & Remove Rock Berm | 38.50 | 1,540.00 | 40.00 | 1,600.00 | 27.00 | 1,080.00 | 38.50 | 1,540.00 | 32.00 | 1,280.00 |
| 14 | 40 | LF | Provide, Install, Maintain & Remove Inlet Protection System | 11.00 | 440.00 | 12.00 | 480.00 | 10.00 | 400.00 | 11.00 | 440.00 | 21.00 | 840.00 |
| 15 | 5,000 | LF | HMAC Saw Cut for Pipe Line Ditches | 5.00 | 25,000.00 | 2.50 | 12,500.00 | 0.50 | 2,500.00 | 1.05 | 5,250.00 | 3.00 | 15,000.00 |
| 16 | 450 | LF | HMAC Saw Cut for Miscellaneous Tie-Ins | 10.00 | 4,500.00 | 3.00 | 1,350.00 | 0.50 | 225.00 | 11.56 * | 5,202.00 | 4.00 | 1,800.00 |
| 17 | 300 | LF | Concrete Saw Cut for Pipe Line Ditches | 25.50 | 7,650.00 | 10.00 | 3,000.00 | 0.50 | 150.00 | 4.33 | 1,299.00 | 14.00 | 4,200.00 |
| 18 | 120 | LF | Concrete Saw Cut for Miscellaneous Tie-Ins | 31.70 | 3,804.00 | 10.00 | 1,200.00 | 0.50 | 60.00 | 6.94 | 832.80 | 8.00 | 960.00 |
| 19 | 475 | SY | Remove & Dispose of up to 6-inches Depth Reinforced Concrete Driveways, Flat Work or Concrete Pavement | 40.00 | 19,000.00 | 22.00 | 10,450.00 | 5.00 | 2,375.00 | 5.47 | 2,598.25 | 26.00 | 12,350.00 |
| 20 | 475 | SY | 6-inch Depth Reinforced Concrete Driveway, Flat Work or Concrete Pavement | 64.10 | 30,447.50 | 81.00 | 38,475.00 | 57.00 | 27,075.00 | 112.62 | 53,494.50 | 113.00 | 53,675.00 |
| 21 | 275 | SY | 6-inch Depth Reinforced Concrete Flume/Valley Gutter | 96.50 | 26,537.50 | 96.00 | 26,400.00 | 57.00 | 15,675.00 | 108.81 | 29,922.75 | 104.00 | 28,600.00 |
| 22 | 2,000 | SY | Broadcast Bermuda Grass Seeding per TxDOT Item 164 | 1.50 | 3,000.00 | 1.50 | 3,000.00 | 0.50 | 1,000.00 | 0.95 | 1,900.00 | 9.00 | 18,000.00 |
| 23 | 2,000 | SY | Raleigh St. Augustine Sodding | 5.50 | 11,000.00 | 7.00 | 14,000.00 | 5.50 | 11,000.00 | 4.95 | 9,900.00 | 11.00 | 22,000.00 |
| 24 | 100% | LS | Items Requested by the Owner not on the Construction Drawings | 25,000.00 | 25,000.00 | 25,000.00 | 25,000.00 | 25,000.00 | 25,000.00 | 25,000.00 | 25,000.00 | 25,000.00 | 25,000.00 |
| 25 | 100% | LS | Furnish Project Record Drawings | 951.00 | 951.00 | 1,100.00 | 1,100.00 | 500.00 | 500.00 | 505.19 | 505.19 | 1,943.00 | 1,943.00 |
| 26 | 5 | EA | Remove & Replace Existing Mail Boxes | 922.00 | 4,610.00 | 1,200.00 | 6,000.00 | 350.00 | 1,750.00 | 606.23 | 3,031.15 | 414.00 | 2,070.00 |
| 27 | 5 | EA | Provide Temporary Mail Boxes | 675.00 | 3,375.00 | 700.00 | 3,500.00 | 350.00 | 1,750.00 | 540.10 | 2,700.50 | 171.00 | 855.00 |
| 28 | 10 | EA | 20 Gallon Golden Euonymus Shrubs | 198.00 | 1,980.00 | 450.00 | 4,500.00 | 300.00 | 3,000.00 | 198.00 | 1,980.00 | 177.00 | 1,770.00 |
| 29 | 5 | EA | 40 Gallon Crepe Myrtle Shrubs | 468.00 | 2,340.00 | 500.00 | 2,500.00 | 600.00 | 3,000.00 | 467.50 | 2,337.50 | 580.00 * | 2,900.00 |
| 30 | 4 | EA | 40 Gallon Wax Leaf Ligustrum | 468.00 | 1,872.00 | 650.00 | 2,600.00 | 600.00 | 2,400.00 | 467.50 | 1,870.00 | 415.00 | 1,660.00 |
| 31 | 145 | LF | 6-inch by 12-inch Reinforced Concrete Curbing | 16.50 | 2,392.50 | 37.00 | 5,365.00 | 30.00 | 4,350.00 | 49.07 | 7,115.15 | 18.00 | 2,610.00 |
| 32 | 225 | LF | Remove & Replace Existing 4-Foot High Chain Link Fence | 27.50 | 6,187.50 | 30.00 | 6,750.00 | 29.00 | 6,525.00 | 22.44 | 5,049.00 | 33.00 | 7,425.00 |
| 33 | 80 | LF | Temporary Dog Fence (16-feet by 5-feet, 4-inch by 4-inch Cattle Panel with 10 each 6 1/2-feet Long Tee Posts) | 42.70 | 3,416.00 | 40.00 | 3,200.00 | 27.00 | 2,160.00 | 26.79 | 2,143.20 | 64.00 | 5,120.00 |
| 34 | 8 | EA | 5-gallon Rose Bushes | 50.00 | 400.00 | 60.00 | 480.00 | 240.00 | 1,920.00 | 49.50 | 396.00 | 219.00 | 1,752.00 |
| 35 | 7 | EA | Provide Demolition & Disposal for Existing Trees (up to 20-inches in Diameter) Along the Project Route (Including Removal of Each Tree Stump for a Depth of 18-inches as Shown on the Plans or as directed by the City of Belton | 1,903.00 | 13,321.00 | 1,000.00 | 7,000.00 | 400.00 | 2,800.00 | 757.79 | 5,304.53 | 1,035.00 | 7,245.00 |
| 36 | 100% | LS | Remove Existing Type III Barricade & Replace Same Barricade After Construction in the Area is Complete | 2,271.00 | 2,271.00 | 900.00 | 900.00 | 500.00 | 500.00 | 2,525.95 | 2,525.95 | 523.00 | 523.00 |
| 37 | 100% | LS | Contract with, Provide Coordination for & Direct Construction Operations of a Licensed Plumber for Water & Wastewater Yard Line Connections from Water or Sewer Main to Private House Connections including Piping, Fittings, Clean-outs & all Appurtenances for Water and/or Sewer Services, & Repair as needed for the Irrigation System at 804 Old Waco Road | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 |
| 38 | 100% | LS | Produce & Provide Video of Project Route Prior to Start of Constrution | 1,180.00 | 1,180.00 | 500.00 | 500.00 | 750.00 | 750.00 | 1,010.38 | 1,010.38 | 1,295.00 | 1,295.00 |
| TOTAL PART A - Project Control (Items 1 - 38) | | | | | \$ 373,553.50 | | \$ 347,379.50 | | \$ 223,709.00 | ** | \$ 31,057.76 | ** | \$ 384,308.28 |

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF BELTON, TEXAS

2017-166-44

OLD WACO ROAD (FM 817) WASTEWATER IMPROVEMENTS
June 4, 2019; 2:00 PM

| | | | | BIDDER INFORMATION | | | | | | | | | |
|---|--------------------|------|---|---|-----------------|---|-----------------|--|-----------------|--|-----------------|--|-----------------|
| | | | | McLean Construction Inc PO Box 11989 Killeen TX 76547 | | MA Smith Contracting Co Inc 15308 Ginger Street Austin TX 78728 | | Santa Clara Construction Ltd 9811 Anderson Mill Rd Suite 201 Austin TX 78750 | | Bell Contractors Inc 3082 West Hwy 190 Belton TX 76513 | | Prota Construction PO Box 342195 Austin TX 78734 | |
| Item No. | Estimated Quantity | Unit | Bid Data Description | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount |
| B. Wastewater Improvements | | | | | | | | | | | | | |
| 1 | 1,814 | LF | 8-inch SDR 26 PVC Wastewater Pipe | \$ 58.00 | \$ 105,212.00 | \$ 110.00 | \$ 199,540.00 | \$ 110.00 | \$ 199,540.00 | \$ 130.46 | \$ 236,654.44 | \$ 292.00 | \$ 529,688.00 |
| 2 | 96 | LF | 8-inch SDR 26 PVC Wastewater Pipe in 16-inch Steel Encasement Pipe | 40.00 | 3,840.00 | 20.00 | 1,920.00 | 79.00 | 7,584.00 | 39.11 | 3,754.56 | 63.00 | 6,048.00 |
| 3 | 954 | LF | 6-inch SDR 26 PVC Wastewater Pipe | 51.50 | 49,131.00 | 88.00 | 83,952.00 | 108.00 | 103,032.00 | 120.46 | 114,918.84 | 178.00 | 169,812.00 |
| 4 | 402 | LF | 6-inch C-900 DR 18 PVC Pressure Pipe for Wastewater Use | 41.50 | 16,683.00 | 50.00 | 20,100.00 | 85.00 | 34,170.00 | 98.90 | 39,757.80 | 203.00 | 81,606.00 |
| 5 | 5 | EA | 4-feet Diameter Eccentric Dog House Wastewater Manhole With Ring & Cover | 3,158.00 | 15,790.00 | 4,000.00 | 20,000.00 | 5,500.00 | 27,500.00 | 4,312.64 | 21,563.20 | 7,500.00 | 37,500.00 |
| 6 | 10 | EA | 4-feet Diameter Eccentric Wastewater Manhole with Ring & Cover | 3,028.00 | 30,280.00 | 3,600.00 | 36,000.00 | 5,500.00 | 55,000.00 | 4,103.98 | 41,039.80 | 5,325.00 | 53,250.00 |
| 7 | 2 | EA | 4-feet Diameter Eccentric Drop Wastewater Manhole with Ring, Cover and Protective Coating Inside | 6,179.00 | 12,358.00 | 7,500.00 | 15,000.00 | 7,000.00 | 14,000.00 | 7,100.61 | 14,201.22 | 21,655.00 | 43,310.00 |
| 8 | 10 | EA | 6-inch Sewer Service Connection On 8-inch Sewer Main | 1,117.00 | 11,170.00 | 200.00 | 2,000.00 | 500.00 | 5,000.00 | 671.94 | 6,719.40 | 629.00 | 6,290.00 |
| 9 | 7 | EA | 6-inch SDR 26 PVC Sewer Service w/Cleanout & Cap and Connect to Existing Service | 2,015.00 | 14,105.00 | 850.00 | 5,950.00 | 600.00 | 4,200.00 | 1,817.83 | 12,724.81 | 1,274.00 | 8,918.00 |
| 10 | 3 | EA | 6-inch by Double 4-inch SDR 26 PVC Sewer Service w/Cleanout & Cap and Connect to Existing Service | 2,321.00 | 6,963.00 | 900.00 | 2,700.00 | 800.00 | 2,400.00 | 2,149.21 | 6,447.63 | 1,269.00 | 3,807.00 |
| 11 | 180 | LF | 6-inch SDR 26 PVC Sewer Service Pipe in 12-inch Steel Encasement Pipe | 32.80 | 5,904.00 | 15.00 | 2,700.00 | 74.00 | 13,320.00 | 36.47 | 6,564.60 | 20.00 | 3,600.00 |
| 12 | 215 | LF | 6-inch Sewer Service Pipe | 46.50 | 9,997.50 | 90.00 | 19,350.00 | 95.00 | 20,425.00 | 62.99 | 13,542.85 | 75.00 | 16,125.00 |
| 13 | 6 | EA | 4-inch SDR 26 PVC Sewer Service on 8-inch Sewer Main | 749.00 | 4,494.00 | 300.00 | 1,800.00 | 400.00 | 2,400.00 | 721.23 | 4,327.38 | 342.00 | 2,052.00 |
| 14 | 15 | EA | 4-inch SDR 26 PVC Sewer Service on 6-inch Sewer Main | 856.00 | 12,840.00 | 300.00 | 4,500.00 | 400.00 | 6,000.00 | 602.94 | 9,044.10 | 646.00 | 9,690.00 |
| 15 | 480 | LF | 4-inch SDR 26 Sewer Service Pipe | 34.70 | 16,656.00 | 52.00 | 24,960.00 | 91.00 | 43,680.00 | 61.38 | 29,462.40 | 59.00 | 28,320.00 |
| 16 | 21 | EA | 4-inch SDR 26 PVC Sewer Service w/Cleanout & Cap and Connect to Existing Service | 1,646.00 | 34,566.00 | 625.00 | 13,125.00 | 500.00 | 10,500.00 | 1,315.87 | 27,633.27 | 959.00 | 20,139.00 |
| 17 | 6 | EA | 6-inch SDR 26 PVC Plug | 768.00 | 4,608.00 | 300.00 | 1,800.00 | 600.00 | 3,600.00 | 259.50 | 1,557.00 | 531.00 | 3,186.00 |
| 18 | 10 | EA | 8-inch SDR 26 PVC Plug | 975.00 | 9,750.00 | 325.00 | 3,250.00 | 800.00 | 8,000.00 | 353.67 | 3,536.70 | 655.00 | 6,550.00 |
| 19 | 180 | LF | 12-inch Steel Encasement Pipe (0.25 inch thickness) by Bore | 354.50 | 63,810.00 | 385.00 | 69,300.00 | 500.00 | 90,000.00 | 190.08 | 34,214.40 | 401.00 | 72,180.00 |
| 20 | 96 | LF | 16-inch Steel Encasement Pipe (0.25 inch thickness) by Bore | 447.50 | 42,960.00 | 385.00 | 36,960.00 | 600.00 | 57,600.00 | 357.43 | 34,313.28 | 504.00 | 48,384.00 |
| 21 | 100% | LS | Perform Exfiltration Testing on Manholes | 6,342.00 | 6,342.00 | 5,000.00 | 5,000.00 | 6,000.00 | 6,000.00 | 4,559.95 | 4,559.95 | 5,546.00 | 5,546.00 |
| 22 | 100% | LS | Perform Mandrel Testing of Wastewater Pipe | 9,513.00 | 9,513.00 | 4,500.00 | 4,500.00 | 5,500.00 | 5,500.00 | 4,294.12 | 4,294.12 | 3,543.00 | 3,543.00 |
| 23 | 100% | LS | Perform Pressure Testing of Wastewater Pipe | 9,513.00 | 9,513.00 | 4,000.00 | 4,000.00 | 5,500.00 | 5,500.00 | 3,031.14 | 3,031.14 | 6,779.00 | 6,779.00 |
| 24 | 56 | CY | 2,000 psi Concrete Cap | 170.00 | 9,520.00 | 150.00 | 8,400.00 | 240.00 | 13,440.00 | 104.17 | 5,833.52 | 236.00 | 13,216.00 |
| 25 | 5 | EA | Demolish & Remove Top 4-feet of Existing Wastewater Manhole and Backfill Remainder with Concrete Sand (Type "A" Demolition) | 1,767.00 | 8,835.00 | 1,800.00 | 9,000.00 | 1,000.00 | 5,000.00 | 1,238.06 | 6,190.30 | 1,368.00 | 6,840.00 |
| 26 | 2 | EA | Demolish & Remove & Backfill Existing Wastewater Manhole Cavity (Type "B" Demolition) | 2,537.00 | 5,074.00 | 1,000.00 | 2,000.00 | 1,000.00 | 2,000.00 | 1,743.25 | 3,486.50 | 1,243.00 | 2,486.00 |
| 27 | 1 | EA | 6-feet Diameter Eccentric Dog House Wastewater Manhole | 5,168.00 | 5,168.00 | 5,400.00 | 5,400.00 | 9,000.00 | 9,000.00 | 5,702.83 | 5,702.83 | 5,674.00 | 5,674.00 |
| TOTAL PART B - Wastewater Improvements (Items 1 - 27) | | | | | \$ 525,082.50 | | \$ 603,207.00 | | \$ 754,391.00 | | \$ 695,076.04 | | \$ 1,194,539.00 |

| Item No. | Estimated Quantity | Unit | Bid Data Description | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount |
|---|--------------------|------|--|------------|-----------------|------------|-----------------|------------|-----------------|------------|-----------------|------------|-----------------|
| C. Potable Water Improvements | | | | | | | | | | | | | |
| 1 | 40 | LF | Class 250 6-inch Ductile Iron Water Pipe | \$ 79.40 | \$ 3,176.00 | \$ 100.00 | \$ 4,000.00 | \$ 120.00 | \$ 4,800.00 | \$ 112.23 | \$ 4,489.20 | \$ 67.00 | \$ 2,680.00 |
| 2 | 2 | EA | Connect proposed 6-inch Ductile Iron Water Pipe to Existing AC Water Pipe with all tools, materials, | 1,776.00 | 3,552.00 | 1,500.00 | 3,000.00 | 1,000.00 | 2,000.00 | 1,295.04 | 2,590.08 | 678.00 | 1,356.00 |
| 3 | 1 | EA | 6-inch Gate Valve | 1,344.00 | 1,344.00 | 1,300.00 | 1,300.00 | 1,750.00 | 1,750.00 | 1,139.12 | 1,139.12 | 1,761.00 | 1,761.00 |
| 4 | 100% | LS | Provide Bacterial Testing for Water Pipe | 951.00 | 951.00 | 600.00 | 600.00 | 900.00 | 900.00 | 2,735.38 | 2,735.38 | 648.00 | 648.00 |
| 5 | 100% | LS | Provide Pressure Testing for Water Pipe | 951.00 | 951.00 | 300.00 | 300.00 | 750.00 | 750.00 | 1,515.57 | 1,515.57 | 757.00 | 757.00 |
| 6 | 100% | LS | Remove & Dispose of Existing Asbestos Cement Water Pipe (ACD) Using Certified Asbestos Removal | 11,780.00 | 11,780.00 | 2,500.00 | 2,500.00 | 5,500.00 | 5,500.00 | 7,335.38 | 7,335.38 | 2,589.00 | 2,589.00 |
| 7 | 2 | EA | 1 1/2-inch Water Corporation Stop with Saddle on 8-inch Water Main | 779.00 | 1,558.00 | 775.00 | 1,550.00 | 500.00 | 1,000.00 | 1,062.54 | 2,125.08 | 984.00 | 1,968.00 |
| 8 | 2 | EA | 1 1/2-inch Water Curb Stop | 630.00 | 1,260.00 | 665.00 | 1,330.00 | 400.00 | 800.00 | 505.60 | 1,011.20 | 674.00 | 1,348.00 |
| 9 | 45 | LF | 1 1/2-inch Water Service Pipe | 37.80 | 1,701.00 | 35.00 | 1,575.00 | 100.00 | 4,500.00 | 61.41 | 2,763.45 | 37.00 | 1,665.00 |
| TOTAL PART C - Potable Water Improvements (Items 1 - 9) | | | | | \$ 26,273.00 | | \$ 16,155.00 | | \$ 22,000.00 | | \$ 25,704.46 | | \$ 14,772.00 |

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF BELTON, TEXAS

2017-166-44

OLD WACO ROAD (FM 817) WASTEWATER IMPROVEMENTS
June 4, 2019; 2:00 PM

| | | | | BIDDER INFORMATION | | | | | | | | | |
|--|--------------------|------|--|---|-----------------|---|-----------------|--|-----------------|--|-----------------|--|-----------------|
| | | | | McLean Construction Inc PO Box 11989 Killeen TX 76547 | | MA Smith Contracting Co Inc 15308 Ginger Street Austin TX 78728 | | Santa Clara Construction Ltd 9811 Anderson Mill Rd Suite 201 Austin TX 78750 | | Bell Contractors Inc 3082 West Hwy 190 Belton TX 76513 | | Prota Construction PO Box 342195 Austin TX 78734 | |
| Item No. | Estimated Quantity | Unit | Bid Data Description | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount | Unit Price | Extended Amount |
| D. Street Work | | | | | | | | | | | | | |
| 1 | 90 | LF | Remove & Dispose Existing Concrete Curb & Gutter | \$ 20.50 | \$ 1,845.00 | \$ 8.00 | \$ 720.00 | \$ 15.00 | \$ 1,350.00 | \$ 22.45 | \$ 2,020.50 | \$ 11.00 | \$ 990.00 |
| 2 | 90 | LF | Provide Material, Forming & Labor to Install Concrete Curb & Gutter | 13.50 | 1,215.00 | 30.00 | 2,700.00 | 33.00 | 2,970.00 | 45.81 | 4,122.90 | 27.00 | 2,430.00 |
| 3 | 8 | EA | Adust Existing Water Valve Covers to Proposed Street Elevations | 951.00 | 7,608.00 | 500.00 | 4,000.00 | 500.00 | 4,000.00 | 275.60 | 2,204.80 | 365.00 | 2,920.00 |
| 4 | 15 | EA | Adjust Existing Wastewater, Telephone and Internet Communication Manholes to Proposed Street | 1,268.00 | 19,020.00 | 600.00 | 9,000.00 | 500.00 | 7,500.00 | 792.69 | 11,890.35 | 582.00 | 8,730.00 |
| 5 | 6,569 | SY | Provide 2 to 3 inch HMAC Pavement Milling of Existing Streets, Salvage Millings and Transport to | 3.00 | 19,707.00 | 1.70 | 11,167.30 | 3.00 | 19,707.00 | 2.20 | 14,451.80 | 3.00 | 19,707.00 |
| 6 | 6,569 | SY | 2-inch Depth HMAC Type "D" Pavement | 12.50 | 82,112.50 | 10.75 | 70,616.75 | 13.00 | 85,397.00 | 11.97 | 78,630.93 | 14.00 | 91,966.00 |
| 7 | 308 | SY | Remove & Dispose of 2-inch HMAC Driveway & Parking Pavement as shown on Plan Sheet 18 & 20 | 16.00 | 4,928.00 | 15.00 | 4,620.00 | 16.00 | 4,928.00 | 14.80 | 4,558.40 | 3.00 | 924.00 |
| 8 | 70 | TN | HMAC Type "D" Patch Including HMAC Replacement for Driveways & Parking Shown on Plan Sheets | 170.50 | 11,935.00 | 165.00 | 11,550.00 | 175.00 | 12,250.00 | 172.21 | 12,054.70 | 203.00 | 14,210.00 |
| 9 | 400 | LF | Yellow 4-inch Width Thermoplastic Pavement Markings for Parking Lots | 14.50 | 5,800.00 | 13.50 | 5,400.00 | 12.50 | 5,000.00 | 14.30 | 5,720.00 | 18.00 | 7,200.00 |
| TOTAL PART D - Street Work (Items 1 - 9) | | | | | \$ 154,170.50 | | \$ 119,774.05 | | \$ 143,102.00 | | \$ 135,654.38 | | \$ 149,077.00 |

| | BIDDER INFORMATION | | | | BIDDER INFORMATION |
|---|---|---|--|--|--|
| | McLean Construction Inc PO Box 11989 Killeen TX 76547 | MA Smith Contracting Co Inc 15308 Ginger Street Austin TX 78728 | Santa Clara Construction Ltd 9811 Anderson Mill Rd Suite 201 Austin TX 78750 | Bell Contractors Inc 3082 West Hwy 190 Belton TX 76513 | Prota Construction PO Box 342195 Austin TX 78734 |
| A. Project Control | \$ 373,553.50 | \$ 347,379.50 | \$ 223,709.00 | \$ 311,957.76 | ** \$ 384,308.28 |
| B. Wastewater Improvements | \$ 525,082.50 | \$ 603,207.00 | \$ 754,391.00 | \$ 695,076.04 | \$ 1,194,539.00 |
| C. Potable Water Improvements | \$ 26,273.00 | \$ 16,155.00 | \$ 22,000.00 | \$ 25,704.46 | \$ 14,772.00 |
| D. Street Work | \$ 154,170.50 | \$ 119,774.05 | \$ 143,102.00 | \$ 135,654.38 | \$ 149,077.00 |
| Total Part A + Part B + Part C + Part D | \$ 1,079,079.50 | \$ 1,086,515.55 | \$ 1,143,202.00 | ** \$ 1,168,392.64 | ** \$ 1,742,696.28 |

| | | | | | |
|---------------------------------------|-----|-----|-----|-----|-----|
| Did Bidder Acknowledge Addenda No. 1? | YES | YES | YES | YES | YES |
| Did Bidder Acknowledge Addenda No. 2? | YES | YES | YES | YES | YES |
| Did Bidder provide Bid Security? | YES | YES | YES | YES | YES |

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

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

6-5-19
Date



* Extended amount has been corrected.
** Total amount has been corrected.

Old Waco Road Sewer Project

Bid Award

June 11, 2019

Scope Summary

- The design services for 2018 Water and Sewer Projects were fully funded by the 2018 Utility Capital Improvement Project Fund, as awarded in January 2018.
- Old Waco Road Sewer Replacement Project – the sewer line is aging, causing some parts of the clay line to collapse and cause back-ups. The project will install all new sewer lines, reconnect service lines, and repave the road post-construction.



Bid Summary

- KPA completed the design in May 2019. The project was bid on June 4, 2019.
- 5 qualified bids were received.
- The engineer's OPCC was \$1,118,215.
- Funding for project: 2018 Water and Sewer Capital Projects Fund

| Contractor | Base Bid |
|----------------------------------|----------------|
| McLean Construction, Killeen | \$1,079,079.50 |
| MA Smith Contracting, Austin | \$1,086,515.55 |
| Santa Clara Construction, Austin | \$1,143,202.00 |
| Bell Contractors, Belton | \$1,164,577.84 |
| Prota Construction, Austin | \$1,742,103.60 |

Recommendation

Staff recommends Council authorize the City Manager to execute a contract with Bell Contractors for the construction of the Old Waco Road Sewer project, and any change orders associated with the contract, not to exceed the amount authorized under State law.



Staff Report – City Council Agenda Item

Agenda Item #11

Consider authorizing the City Manager to execute contracts for annual infrastructure materials for one year with the ability to automatically renew for two additional one-year periods at the same prices, including any change orders associated with the contracts, not to exceed the amount authorized under state law.

Originating Department

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

Background

Annually, the City enters into a contract with a construction company or materials provider to have access to items such as hot mix asphaltic concrete (HMAC), construction of sidewalks, bedding materials, and crushed limestone road base. The materials are used for typical maintenance work, internal capital improvement projects, and other miscellaneous work that the City participates in.

The pipe bedding and crushed limestone road base contracts were extended one additional year with no changes in pricing. However, the HMAC and concrete bids required rebid due to changes in the bid items.

Three items were bid with this contract.

- Bid A – Concrete Components includes miscellaneous concrete items such as curb and gutter, drive approaches, radii, sidewalk, ramps, etc.
- Bid B – FM439 Sidewalk Repair. The 2018-2019 Contract included 200 SY of concrete for the FM439 Sidewalk Repair. The repairs exceeded the estimated quantity and approximately 70 SY is still needed for repair. This bid includes the mobilization, traffic control plan preparation and approval, traffic control implementation, and sidewalk replacement.
- Bid C – Hot Mix Asphaltic Concrete items includes HMAC that the City picks up from the plant, HMAC that is delivered, HMAC that is delivered and placed, cold-mix that the City picks up from the plant, and tack oil that is picked up by the City.

As in previous years, materials are ordered on an as-needed basis by the Director of Public Works. The City reserves the right to only order as needed, if any at all. The use of the quantities is at the sole discretion of the City. Due to this stipulation, the approved amounts do not represent the absolute cost of the contract, but are guaranteed unit prices from the company for stated quantities.

Because existing contracts are ending soon, there are different award dates for each contract.

- Bid A – Concrete Components will start on August 14, 2019.
- Bid B – FM439 Sidewalks will be awarded upon Council approval. Funding is available for this item from the FY2019 Sidewalk Maintenance Budget.
- Bid C – HMAC will start on June 26, 2019.

Fiscal Impact

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

Budgeted: ☒ Yes ☐ No ☒ Capital Project Funds, TIRZ Funds, Etc.

Recommendation

Authorize the City Manager to award the following contracts for annual infrastructure materials and any change orders associated with the contract, not to exceed the amount authorized under State law:

- Bid A to Dixon Paving, Inc., of Belton, Texas.
- Bid B to Dixon Paving, Inc., of Belton, Texas in the amount of \$24,840.
- Bid C to Texas Materials Group of Cedar Park, Texas.

Attachments

Bid tabulation

Letter of recommendation

BID TABULATION
2019 Annual Infrastructure Materials Contract
Bid Opening: June 5, 2019

Lone Star Paving, Temple,
Texas

Texas Materials Group, Inc.,
Cedar Park, Texas

Dixon Paving, Inc, Belton, Texas

| Item No. | Description | Unit | Proposed Quantity | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost |
|-----------------------------|---|------|-------------------|------------|------------|------------|------------|-------------|--------------|
| BID A - Concrete Components | | | | | | | | | |
| 1 | Mobilization for work totalling up to \$10,000, Complete For | EA | 3 | No Bid | | No Bid | | \$ 1,600.00 | \$ 8,900.00 |
| 2 | Mobilization for work totalling up to \$10,001 through \$25,000, Complete For | EA | 1 | No Bid | | No Bid | | 1,800.00 | \$ 1,800.00 |
| 3 | Mobilization for work more than \$25,000, Complete For | EA | 1 | No Bid | | No Bid | | 2,100.00 | \$ 2,100.00 |
| 4 | 24" Standard Curb and Gutter per City of Belton Details, Complete For | LF | 200 | No Bid | | No Bid | | 30.00 | \$ 6,000.00 |
| 5 | 18" Ribbon Curb per City of Belton Details, Complete For | LF | 200 | No Bid | | No Bid | | 30.00 | \$ 6,000.00 |
| 6 | 24" Mountable Curb per City of Belton Details, Complete For | LF | 50 | No Bid | | No Bid | | 40.00 | \$ 2,000.00 |
| 7 | 8" Thick Concrete Valley Gutter per City of Belton Details, Complete For | SY | 100 | No Bid | | No Bid | | 62.00 | \$ 6,200.00 |
| 8 | 6" Thick Concrete Driveway Approach per City of Belton Details including Curb and Flat Work, Complete For | SY | 60 | No Bid | | No Bid | | 56.00 | \$ 3,360.00 |
| 9 | 5" Concrete Sidewalk per City of Belton Details with Dowels into Existing Concrete, Complete For | SY | 1,000 | No Bid | | No Bid | | 54.00 | \$ 54,000.00 |
| 10 | 20-foot Concrete Radius Unit including Curb, Gutter, and Flat Work, Complete For | EA | 2 | No Bid | | No Bid | | 2,400.00 | \$ 4,800.00 |
| 11 | TxDOT Pedestrian Ramp Type 1 with Domed Pavers, Complete For | EA | 2 | No Bid | | No Bid | | 1,600.00 | \$ 3,200.00 |
| 12 | TxDOT Pedestrian Ramp Type 2 with Domed Pavers, Complete For | EA | 2 | No Bid | | No Bid | | 1,600.00 | \$ 3,200.00 |
| 13 | TxDOT Pedestrian Ramp Type 3 with Domed Pavers, Complete For | EA | 2 | No Bid | | No Bid | | 1,800.00 | \$ 3,600.00 |
| 14 | TxDOT Pedestrian Ramp Type 6 with Domed Pavers, Complete For | EA | 2 | No Bid | | No Bid | | 1,400.00 | \$ 2,800.00 |
| 15 | TxDOT Pedestrian Ramp Type 7 with Domed Pavers, Complete For | EA | 2 | No Bid | | No Bid | | 1,600.00 | \$ 3,200.00 |
| 16 | TxDOT Pedestrian Ramp Type 10 with Domed Pavers, Complete For | EA | 2 | No Bid | | No Bid | | 1,800.00 | \$ 3,600.00 |
| 17 | TxDOT Pedestrian Ramp Type 11 with Domed Pavers, Complete For | EA | 2 | No Bid | | No Bid | | 1,600.00 | \$ 3,200.00 |
| 18 | TxDOT Pedestrian Ramp Type 22 with Domed Pavers, Complete For | EA | 2 | No Bid | | No Bid | | 1,750.00 | \$ 3,500.00 |
| 19 | Items Requested by Owner not specified or itemized on the Bid Schedule For | LS | 1 | No Bid | | No Bid | | 10,000.00 | \$ 10,000.00 |
| TOTAL BID A | | | | | \$ - | | \$ - | \$ | 130,360.00 |

| BID B - FM439 Sidewalks | | | | | | | |
|-------------------------|---|----|----|--------|--------|--------------|--------------|
| 1 | Mobilization, Bonds, and Insurance for FM 439 Sidewalk Project, not to exceed 5% of total Base Bid B. Complete For | LS | 1 | No Bid | No Bid | \$ 1,020.00 | \$ 1,020.00 |
| 2 | Prepare Traffic Control Plan for FM439 Sidewalk Work for TxDOT Review and Approval. Complete For | LS | 1 | No Bid | No Bid | \$ 3,500.00 | \$ 3,500.00 |
| 3 | Implement Traffic Control Plan for FM439 Sidewalk Work. Complete For | LS | 1 | No Bid | No Bid | \$ 15,000.00 | \$ 15,000.00 |
| 4 | Replacement of 5" Thick Concrete Sidewalk and 1 Pedestrian Ramp along the South Side of FM439 between SH317 and FM2271 per City of Belton Details. Complete For | SY | 70 | No Bid | No Bid | 76.00 | \$ 5,320.00 |
| TOTAL BID B | | | | \$ - | \$ - | \$ - | \$ 24,840.00 |

| BID C - HMAC | | | | | | | | |
|--------------|---|-----|------|----------|---------------|----------|---------------|--------|
| 1 | City-Picked Up HMAC Type "C" or "D", Directly from an HMAC Plant Within 25 Miles from City Limits of Belton, Complete For | TN | 300 | \$ 65.00 | \$ 19,500.00 | \$ 60.00 | \$ 18,000.00 | No Bid |
| 2 | Mobilization & Move-in For 1-50 Tons of HMAC Delivered and/or Placed per Bid Items 4 and 5, Complete For | EA | 10 | 2,500.00 | \$ 25,000.00 | 5,000.00 | \$ 50,000.00 | No Bid |
| 3 | Mobilization & Move-in For 51-100 Tons of HMAC Delivered and/or Placed per Bid Items 4 and 5, Complete For | EA | 1 | 2,000.00 | \$ 2,000.00 | 5,000.00 | \$ 5,000.00 | No Bid |
| 4 | Provide and Deliver HMAC Type "C" or "D" within the City of Belton, Complete For | TN | 100 | \$ 80.00 | \$ 8,000.00 | \$ 80.00 | \$ 8,000.00 | No Bid |
| 5 | Provide, Deliver, and Place 2-Inch HMAC Type "C" or "D", Including Sweeping Limestone Base and Prime Coat Application, Complete For | SY | 5000 | 19.25 | \$ 96,250.00 | 10.15 | \$ 50,750.00 | No Bid |
| 6 | City-Picked Up Cold-Mix Asphalt Type D, Complete For | TN | 200 | 80.00 | \$ 16,000.00 | 68.00 | \$ 13,600.00 | No Bid |
| 7 | City Picked-Up Tack Oil, CSS-1H/SS-1H or Approved Equivalent, Complete For | GAL | 500 | 3.25 | \$ 1,625.00 | 3.50 | \$ 1,750.00 | No Bid |
| TOTAL BID C | | | | | \$ 168,375.00 | | \$ 147,100.00 | \$ - |

| BID SUMMARY | Lone Star Paving, Temple, Texas | Texas Materials Group, Inc., Cedar Park, Texas | Dixon Paving, Inc, Belton, Texas |
|--|---------------------------------|--|----------------------------------|
| Bid A - Concrete | No Bid | No Bid | \$ 130,560.00 |
| Bid B - FM439 Sidewalks | No Bid | No Bid | \$ 24,840.00 |
| Bid C - HMAC | \$ 168,375.00 | \$ 147,100.00 | No Bid |
| Did Bidder Acknowledge Addendum No. 1? | YES | YES | YES |
| Did Bidder Provide 5% Bid Security? | YES | YES | YES |

I hereby certify that this is a correct and true tabulation of all bids received for the 2019 Annual Infrastructure Materials Contract.

STATE OF TEXAS

ANGELLIA C. POINTS

115966

PROFESSIONAL ENGINEER

Angellia C. Points 6/5/19

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

MEMO



Date: June 5, 2019

To: Sam Listi, City Manager

Cc: Amy Casey, City Clerk

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

Re: 2019 Annual Infrastructure Contracts and Lake Road Sidewalk Repair Contract -
Recommendation of Award

On June 5, 2018, at 2:00 PM, sealed bids for the 2019 Annual Infrastructure Materials Contracts were opened and read aloud publicly in the Main Conference Room at Belton City Hall by the City Clerk, Amy M. Casey. A Bid Tabulation for the Bids received is attached to this memo.

There were three bidders for this project between Bid A – Concrete Components, Bid B – FM439 Sidewalk Repair, and Bid C – Hot Mix Asphaltic Concrete (HMAC). Bid A includes all of the miscellaneous concrete infrastructure needs, such as replacement sidewalks, new curb and gutter, driveways, pedestrian ramps, etc. Bid B includes replacing the remaining settled sidewalk panels along FM439. A contract was awarded to Lonestar Grading and Materials in 2018 for this work, but the estimated quantity wasn't enough to cover all of the repair work, and Lonestar wasn't willing to increase the contracted quantities at the bid price. This Bid B was developed by the City to determine if it would be more cost effective for a contractor to do the rest of the work versus the City completing the work. Bid C includes the HMAC needs for City crews to fix potholes, utility cuts, and street and edge repairs for City streets.

The following is data provided for a comparison of the bids received.

Bid A – Misc. Concrete Items

Dixon Paving, Inc., Belton \$130,560.00

For Bid A, the sole bidder was Dixon Paving, Inc. of Belton. The City of Belton has worked with Dixon Paving over numerous years for the City's annual infrastructure contract. Dixon Paving is aware that work must be completed according to the City of Belton's requirements and within four (4) weeks of notification of the work. The prices provided in the bid are reasonable and within range of prices provided in years past.

Bid B – FM439 Sidewalks

Dixon Paving, Inc., Belton \$24,840.00

For Bid B, the sole bidder was Dixon Paving, Inc. of Belton. As stated above, the City of Belton is familiar with Dixon Paving. Staff believes Dixon Paving will be able to perform the sidewalks repairs successfully, including developing an acceptable traffic control plan for TxDOT approval and proper implementation of the approved traffic control plan. Dixon Paving will be able to complete the sidewalk quicker than City

Staff with all provided traffic control and concrete materials. The cost for the sidewalk is also reasonable. The funding for the sidewalk repairs is within the FY19 budget. I have spoken with Dixon Paving and they have committed to complete the project in FY19.

Bid C – HMAC

| | |
|-----------------------------------|--------------|
| Texas Materials Group, Cedar Park | \$147,100.00 |
| Lone Star Paving, Temple | \$168,375.00 |

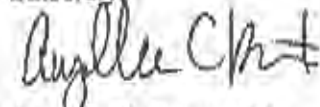
For Bid C, the low bidder was Texas Materials Group of Cedar Park, Texas. The City of Belton is familiar with Texas Materials' work and HMAC products they are performing the current and have completed past street maintenance projects. The HMAC plant is located in Belton as well. Staff believes Texas Materials will be able to provide, deliver, and place HMAC as called for in the bid package.

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

Therefore, at this time, I recommend that the City of Belton award the following:

- Bid A to Dixon Paving, Inc. in the amount of \$130,560.00.
- Bid B to Dixon Paving, Inc. in the amount of \$24,840.00.
- Bid C to Texas Materials Group, Inc. in the amount of \$147,100.00.

Sincerely,



Angellia C. Poinus, P.E.

Director of Public Works/City Engineer

Enclosure: Bid Tabulation

City Council

Annual Infrastructure Materials Bid

Concrete and HMAAC Contracts

Summary of Work

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

Materials Contract

2018 Contracts:

Misc. Concrete Work - Dixon Paving
FM439 Sidewalk- Lonestar Grading
and Materials

Asphalt – Texas Materials

Extended 1 Additional Year; No price
change

Pipe Bedding - Lonestar Grading &
Materials

Road Base - Lonestar Grading &
Materials

- Staff does not need to obtain additional quotes for every item (bid up front) every time a project or maintenance requires materials.
- Contract is valid for one year with two automatic 1-year extensions (no price changes).
- First year was May 2017 – May 2018.
- Concrete and HMAC bids were evaluated, and Staff determined changes needed to be made.
- Also, the 2018-2019 FM439 Sidewalk bid quantity was not enough to complete the job.

2019 Bid Results

| Bidder | Bid A Misc. Concrete | Bid B FM439 Sidewalks | Bid C HMAC |
|--------------------------------|-------------------------|--------------------------|---------------|
| Lone Star Paving, Inc. | No Bid | No Bid | \$168,375 |
| Texas Materials Group, Inc. | No Bid | No Bid | \$147,100 |
| Dixon Paving, Inc. | \$130,560 | \$24,840 | No Bid |

Recommendation

Authorize the City Manager to execute contracts for annual infrastructure materials for one year with the ability to automatically renew for two additional one-year periods at the same prices, including any change orders associated with the contracts, not to exceed the amount authorized under State law:

- Bid A to Dixon Paving, Inc., of Belton, Texas.
- Bid B to Dixon Paving, Inc., of Belton, Texas in the amount of \$24,840.
- Bid C to Texas Materials Group of Cedar Park, Texas.

PROCESS & POLICY

Fiscal Year 2020
Budget Discussion
General Fund, Debt
Service Fund, Tax Rate



2020 BUDGET CALENDAR

March – May

- Department budget development
- Revenue projection development
- Department budget review with City Manager and Finance

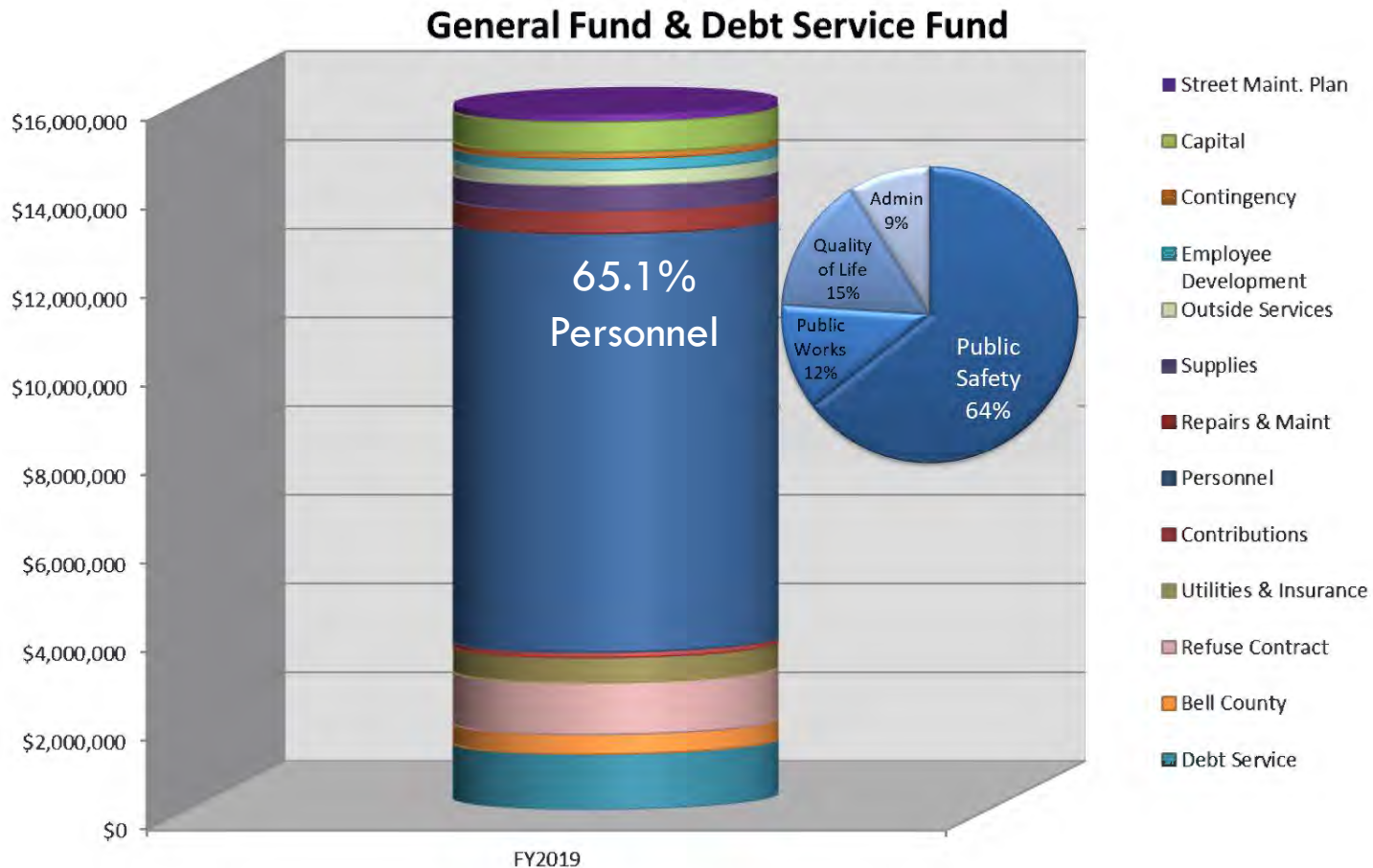
June – August

- Council input on policy directives
- Budget presentations to Council
- Strategic Plan review and update
- Proposed budget filing

September

- Public hearings
- Strategic Plan adoption
- Budget adoption

FISCAL YEAR 2019 REVIEW



GENERAL FUND BUDGET INITIATIVES

TMRS Plan Improvement

- Adopted plan changes to improve employee retirement benefits
- Implemented an 8.50% contribution rate for calendar 2019 (8.06% required)
- 8.80% contribution rate planned for calendar 2020 (8.28% required)

Civil Service Pay Adjustments

- Phased approach proposed in FY 2018 policy discussion
- 5% adjustment adopted in FY 2018 budget
- No adjustment adopted in FY 2019 budget
- Comp study is underway

Preventative Street Maintenance Plan

- Four years completed
- Year five is under construction now
- FY 2020 proposed to increase annual funding to approximately \$250,000
 - Accomplishes goal set out in FY 2018 budget process to reach \$250,000 by 2020
- Long term funding goal of \$1-1.5 million

GENERAL FUND REVENUE — INITIAL OUTLOOK

Preliminary estimates show total revenue growth at approximately \$636,974 (4.39%)
\$510,974 (3.53%) after adjusting out refuse contract collections of \$126,000

Trends and outlook — FY 2020 revenues compared to FY 2019

- Strong growth in tax base (up \$389,408; 7.1%)
- Relatively flat sales tax (up \$54,470; 1.5%)
- Strong mixed beverage tax (up \$10,000; 20%)
- Cautious optimism on franchise taxes (up \$57,440; 4.8%)
 - SB 1152 could reduce by approximately \$33,000
- Charges for services
 - Planning up \$39,790 (17.3%)
 - Parks up \$21,180 (24.7%)
 - Ambulance down \$230,000 (-30.6%)
 - Brush up \$15,260 (8.2%)
 - City admin fee on refuse services up \$15,120 (10.9%)
- Increasing court fines and fees (up \$54,850; 19.9%)
- Strong FY 2018 water sales driving increase in Transfers (up \$37,989; 6.1%)
- Rising rates boosting Interest income (up \$37,600; 36.9%)
- Other miscellaneous income steady (up \$7,867; 2.3%)
- Wait and see on Effluent Sales — most revenues come during summer — flat at \$175,000

GENERAL FUND CONSTRAINTS

\$510,974 goes rather fast...

| Cost Driver | FY 2020 – FY 2019 (Delta) |
|---------------------------------------|---------------------------|
| TMRS Plan Improvements | \$77,344 |
| Health Insurance Rates (10%) | \$53,897 |
| Capital Equipment Plans (3.4%) | \$23,067 |
| Additional Street Maintenance Funding | \$80,000 |
| Bell County Communications (3.2%) | \$10,255 |

...Leaving \$266,411 in new revenues to fund all other inflationary adjustments and new needs

PERSONNEL PRESSURES

Personnel Requests

- Part-Time Assistant City Clerk
- Police Officer (long term staffing request +8 by FY 2024)
- Part-Time PD Records Clerk
- Recreation Coordinator
- Additional Hours – PT Planning Clerk
- Building Inspector
- Assistant Public Works Director (GF, W&S, Drainage)

Benefit Costs

- Anticipate 10%+ increase in health insurance from 2019 rates
- Retirement strategy

PRELIMINARY TAX RATE ESTIMATES

Current Rate = \$0.6598

- M&O = \$0.5650
- Debt Service = \$0.0948

Estimated FY 2020 (Tax Year 2019) Rates

- Effective Rate = \$0.6317
- Rollback Rate = \$0.6962
 - Rollback M&O Rate = \$0.5841
 - Debt Service Rate = \$0.1121

General Fund and Debt Service Funds built on current tax rates

- Transfer of funds from General Fund to Debt Service Fund necessary to provide adequate Debt Service in FY 2020

TAX RATE MANAGEMENT

Fund Balance – General Fund

- Ended FY 2018 with a fund balance of \$5,125,567
- Balance in excess of minimum of \$1,671,266 at 10/1/18
- FY 2019 budget balanced and anticipate operations to finish balanced
- Anticipate proposed amendment request to transfer fund balance to debt service as part of tax rate management strategy - \$105,500

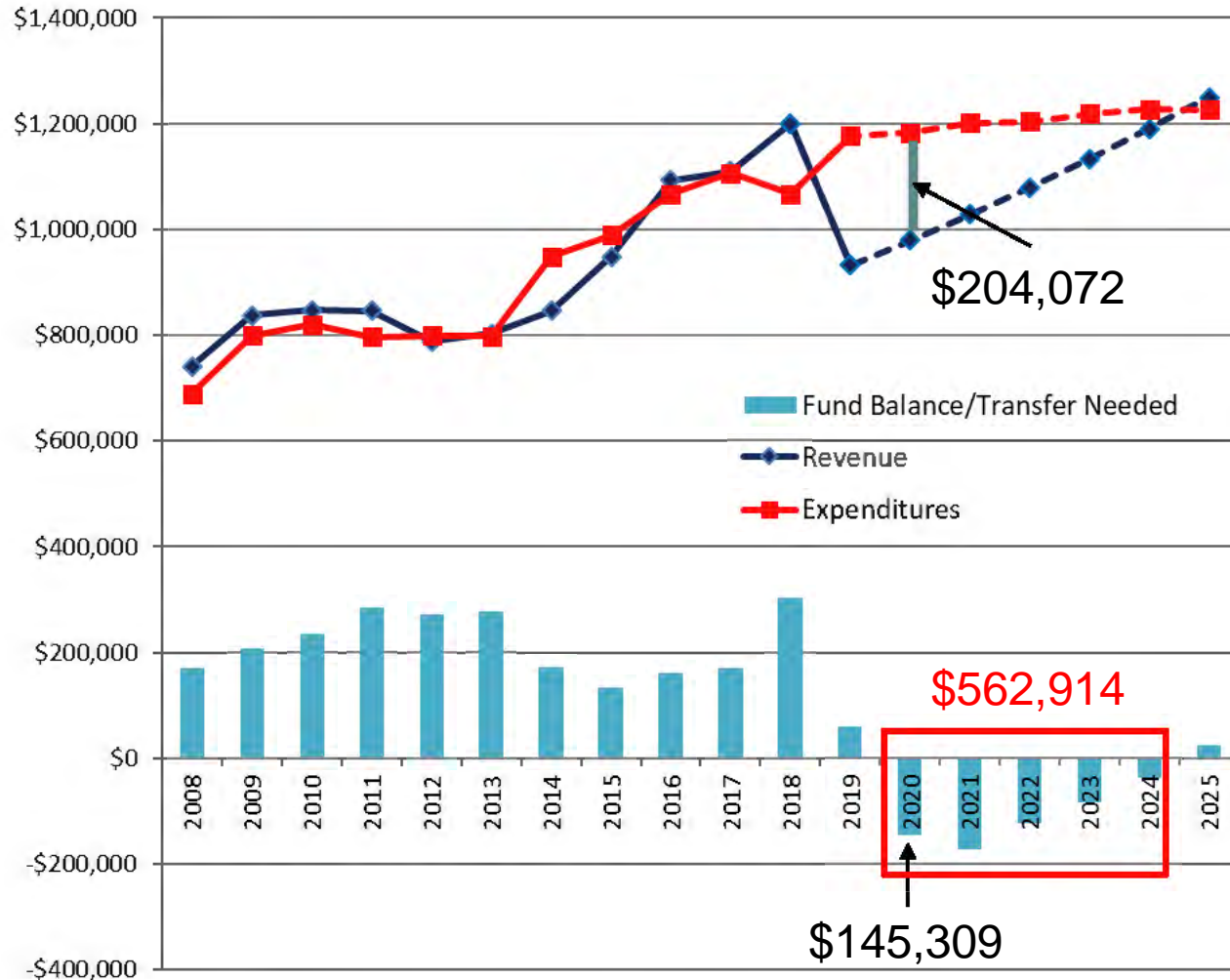
Fund Balance – Debt Service Fund

- Ended FY 2018 with a fund balance of \$306,462
- FY 2019 budget was unbalanced by \$244,000
- Expect FY 2019 actual expenditures to exceed revenues by approximately \$230,000
- Request to use fund balance in FY 2020 budget development
 - Tax rate management strategy
 - Maintain M&O rate and Debt Service rates at \$0.5650 and \$0.0948, respectively
 - Heritage Park CO support

Debt Service Fund Projections

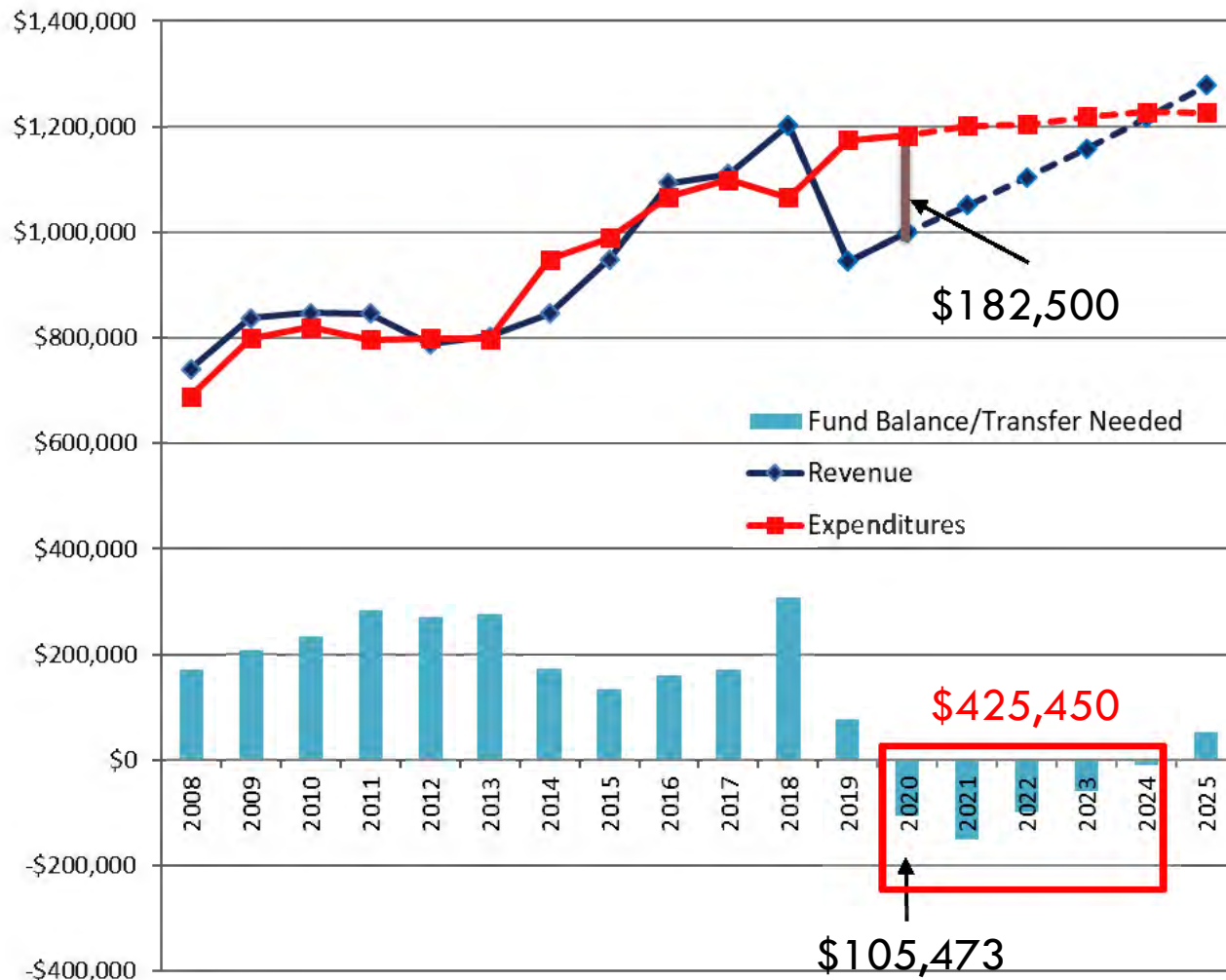


5% projected
annual certified
tax roll growth



DEBT SERVICE FUND PROJECTIONS - UPDATE

5% projected
annual certified
tax roll growth



DISCUSSION & DIRECTION

Council Discussion

- Use of General Fund/Debt Service fund balance to manage tax rate
- Priority of key initiatives

Upcoming Action Items and Discussions

- Updates to revenue projections
- Budget amendments
 - \$105,500 transfer from General Fund to Debt Service Fund
 - \$65,000 increase in solid waste revenues and expenditures (balanced amendment)
- Briefing on the results of the compensation study

The logo is a Maltese cross with a red border. The top arm contains the word "BELTON" in red. The center features a circular seal with the words "Education + Service" and "Common Courage" around a central emblem. The bottom arm contains the words "FIRE DEPARTMENT" in red. The year "1883" is visible at the base of the cross.

Belton Fire Department Budget Discussion

Emergency Medical Services

June 11, 2019



Introduction

- FY 2020 budget will be challenging and we take our responsibility to prepare a balanced budget, that delivers essential public services effectively, very seriously.
- One of the most important decision points for the FY 2020 budget is how we provide Emergency Medical Services (EMS) in our community.
- I am pleased to present an EMS solution tonight that adds first responders without increasing City costs.



Background

- The Belton Fire Department provided Emergency Medical Services (EMS) to the City of Belton, and approximately 70 square miles of unincorporated Bell County, for over 30 years.
- On October 1, 2018, Bell County transitioned to American Medical Response (AMR) for service to the unincorporated areas previously served by the Belton Fire Department.
- This operational change has resulted in a reduction in ambulance calls due to reduced coverage area.



Background

- Reduction in ambulance calls has occurred, based on discontinuing Bell County calls on October 1, 2019:
 - 10/01/17 – 05/22/18: 2,621 calls
 - 10/01/18 – 05/22/19: 2,087 calls

A reduction of: 534 calls
- As of 05/31/19, ambulance revenues are at only 46% of budgeted \$750,000.
- Total ambulance revenues for FY 2019 are projected at \$520,000.



Challenges

- Revenue Impact
 - The loss of the County service area resulted in a loss of approximately \$500,000 in General Fund revenues for FY 2019.
- Staffing Impact – Immediate
 - Area cities, particularly Georgetown (4), increased Firefighter/ Paramedic staffing significantly in 2018, creating a ripple effect through Central Texas, and a shortage of certified paramedics in Belton. Killeen (3); Temple (2); others.
 - Belton has lost 11 paramedics to other cities in the last year, and a total of 16 staff to date.
 - Belton currently has only seven paramedics available to schedule on shift (excluding Chief and Assistant Chief), which challenges operations when paramedics are in transit to/from hospital.
 - It takes approximately one year for an EMT to achieve paramedic certification.



Challenges

- Current Staffing

- Captain 2 Paramedics
- Lieutenant 3 Paramedics (currently, authorized for 4; one opening)
- Paramedic 2
- EMT-B 16*
23

FY 2019 Budget

| | |
|-------------|-----------|
| Capt. | 2 |
| Lt. | 4 |
| Medic/EMT-B | <u>24</u> |
| | 30 |

*Two current EMTs finish Paramedic School September of 2019.

The positions of Fire Chief, Asst. Fire Chief and Fire Marshal/Training Officer are each Paramedics, but not counted in floor personnel noted above, bringing total authorized staffing to 33.



Challenges

- **RECRUITMENT EFFORT**

Recruitment for entry-level Fire/EMS personnel has been a high priority, and continual effort, since June of 2018. Below is an overview of five (5) test dates and results:

| | 06/15/18 | 08/16/18 | 10/12/18 | 12/10/18 | 04/30/19 |
|--------------------------------------|----------|----------|----------|----------|----------|
| Applications Received | 19 | 14 | 25 | 71 | 14 |
| Showed up to written exam | 7 | 7 | 8 | 51 | 9 |
| Passed written exam | 6 | 6 | 7 | 35 | 6 |
| Did not pass written exam | 1 | 1 | 1 | 16 | 3 |
| Showed up to physical assessment | 14 | 14 | 16 | 27 | 6 |
| Passed physical assessment | 7 | 7 | 8 | 19 | 3 |
| Did not pass the physical assessment | 7 | 7 | 8 | 8 | 3 |
| HIRED | 2 | 0 | 4 | 3 | 1 |



Trial Adjusted EMS Response

- Due to continued loss in Belton Fire Department personnel, and required City overtime to staff ambulances, a change was made April 1, 2019.
- City ambulance fleet of 2 vehicles temporarily reduced to 1, with Belton first out from Sparta station, and backup service provided by AMR and Acadian.
- When Belton's ambulance is occupied, and with a backup ambulance in route, Belton has dispatched an enhanced 3-man paramedic engine company to render immediate patient care and on scene safety, prior to transport.
- Daily reports of service in April, May, and so far in June have been positive, with somewhat longer response times for backup providers, due to their location when dispatched. (7.5 - Belton; 13 - AMR)



Future EMS Response

- Belton facing important decision point regarding EMS service:
 - Paramedic staffing shortages continue, with no sign of abating.
 - It is becoming increasingly difficult to staff even one ambulance with current personnel.
 - City's Medical Director, Dr. Taylor Ratcliff, has expressed concerns with current situation.
 - Trial "back-up" plan with AMR has been helpful, but could be improved.
 - FY 2020 budget development dependent on service delivery model.
 - Clarity of EMS service delivery model would reduce uncertainty in community.
- Outsourced Ambulance Service, complemented by a robust Belton Fire Department, appears to be the most prudent approach given all we know at this time.
- Proposed EMS solution will add first responders on the street, in addition to what Belton is able to provide.



Current Belton Fire Department Model

- Thirty Firefighters; up to 10 Firefighters per shift across 3 shifts
- Minimum Staffing of Eight Firefighters per shift
 - Four per station, two stations providing fire and EMS
 - Two firefighters dedicated to operating an ambulance and transporting to hospital
 - Two firefighters dedicated to operating a fire engine
 - Ambulance crews backup and supplement fire response



Current Belton Fire Department Model



2

+

2

+

2

+

2

= 8



Alternative Model: Outsourced Ambulances

- Twenty-Four Firefighters; Up to eight Firefighters per shift across 3 shifts
- Minimum Staffing of six Firefighters per shift
 - Three per station minimum, with two stations providing fire suppression and rescue operations
 - Three firefighters dedicated to operating a fire engine and providing emergency response, remaining available in City
- Outsourced Ambulance Service; two Ambulances – four personnel – providing emergency care and transporting patients to hospital
- Elimination of Ambulance Billing, after a transition period



Alternative Fire Department Model



South

North



3

+

2

+

2

+

3

= 10



Alternative Model: Benefits

- Increases Belton Fire Department shift personnel dedicated to on-scene firefighting and emergency response from 2-3, for vehicle, equipment, and on-scene conditions – guaranteed 6 Belton personnel available.
- Increases overall First Responders in Belton from 8 to 10 – Belton FD personnel (6) plus Outsourced EMS (4).
- Current staffing (specifically paramedic staffing) could accommodate this model and guarantee emergency response and advanced patient care.
- Belton Fire Department Officers will remain in the City at all times to supervise and direct shift personnel.
- Staffing model change will allow for greater flexibility for fire prevention, education and training, and employee time off.



Alternative Model: Implications

- While the number of first responders in Belton will increase, the new model does anticipate a reduction of six budgeted but vacant firefighter positions and the transition of the in-house City's ambulance billing function.
- The City no longer will have direct control of EMS, although it will be managed through Agreement terms – number of vehicles, personnel and certifications, response times, vehicle staging, and related matters.
- Cost of ambulance services to citizens will likely increase, but rate will be set by Council.
- The budget impact is projected to be neutral to slightly positive.



Observations

- Management has focused on Belton's EMS Service Delivery Model as the most important first step needed to finalize the Fire Department's FY 2020 budget.
- Ensuring EMS service delivery remains a critical objective that needs special attention, given current and projected operational conditions.
- The Outsourced Ambulance Model appears to provide the most certainty for EMS service delivery at this time, adding first responders on the street.
- AMR has agreed to work with us on a one-year Agreement to hire personnel, stage ambulances in Belton, and respond to all EMS calls at no cost to the City.
- An AMR Agreement will outline service delivery expectations, including response times, possibly address lease of our ambulances, and will have renewal options.



Observations

- The City plans to renew its EMS Provider License by July 31, 2019, and maintain it as long as appropriate (conversion to First Responder License possible at any time).
- The City retains the flexibility to resume EMS operations in the future, although we recognize this proposal is a significant change in operations, given historical service delivery conditions.
- This EMS solution is the most prudent decision for today, providing an EMS service transition over the next 12-24 months, and ensuring flexibility for Belton to make a decision on EMS in the future.
- Direction to Management to proceed with the Outsourced Ambulance Model would determine a way forward for the City and the Fire Department.
 - 1) Direction to pursue AMR Agreement?
 - 2) Additional information/input needed?



Conclusion

- Management has presented an EMS solution that adds first responders to the street (10 vs. 8) without increasing City costs.
- We seek Council direction to pursue an Agreement with AMR to handle Belton EMS service, with a likely start date of 10/01/19.
- We will come back to Council with an EMS Agreement for your consideration.
- Council input?



Alternative Model: Budget Impacts

- Using the FY 2020 budget (as currently built) as a baseline, the impact of the proposed change in model would be a net positive financial impact of \$94,235
 - \$520,000 in lost revenue from ambulance services
 - \$614,325 in staffing and direct EMS expenditures that would be eliminated



Identified Expenditure Reductions

| Description | Amount |
|--------------------------------|-------------------|
| FF/EMT (6) | \$ 331,777 |
| EMS Billing (1) | 59,904 |
| Office Supplies | 2,100 |
| Postage | 4,193 |
| Medical Supplies | 45,000 |
| Fuel | 19,950 |
| Maint Agreements | 3,100 |
| Vehicle Maint | 9,500 |
| EMS Software | 18,750 |
| Ambulance Dues | 1,800 |
| EMS Training | 7,100 |
| Auto Insurance | 4,688 |
| Collection Fees | 10,000 |
| Special Services | 2,500 |
| Medical Director | 14,000 |
| Greathouse | 79,874 |
| Total Budget Reductions | \$ 614,235 |