



# City of Belton, Texas

City Council Meeting Agenda  
Tuesday, September 24, 2019 - 5:30 p.m.  
Wright Room, Harris Community Center  
401 N. Alexander, Belton, Texas

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember Guy O'Banion.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by CVB and Retail Coordinator Judy Garrett.

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

Invocation. The Invocation will be given by Mary Hendrix, International Fellowship of Chaplains (IFOC) Heart of Texas.

1. Call to order.
2. Public Comments.

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

3. Proclamations:
  - A. International Walk to School Month – October and Walk to School Day – October 2, 2019
  - B. Manufacturing Day – October 4, 2019

## **Consent Agenda**

Items 4-6 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.

4. Consider minutes of previous meetings:
  - A. August 27, 2019, Joint Meeting of the City Council and Parks Board;
  - B. September 10, 2019, City Council Meeting; and
  - C. September 17, 2019, Special Called City Council Meeting.
5. Consider authorizing the City Manager to execute an agreement with the Central Texas Council of Governments (CTCOG) to continue funding for the volunteer coordinator position for the Belton Police Department's RUOK? senior adult outreach program.
6. Consider authorizing the purchase of police vehicles as provided for in the Capital Equipment Replacement Fund.

## **Miscellaneous**

7. Hold a public hearing and consider an ordinance on second reading, granting a commercial solid waste collection franchise to SOP Mgmt. LLC dba RedBoxplus of Bell & Williamson Counties.
8. Hold a public hearing and consider an ordinance on first reading, granting Waste Management of Texas, Inc., the exclusive right and privilege to provide residential and small commercial solid waste collection, disposal and recycling services.

## **Planning and Zoning**

9. Hold a public hearing and consider a zoning change from Single Family Two and Retail Districts to Multi Family District on approximately 18 acres located at 1700 Connell Street, on the east side of Connell Street, in the vicinity of existing Laila Lane.
10. Hold a public hearing and consider a zoning change from Agricultural and Two Family Districts to Retail, Single Family Three, and Planned Development (Multi Family) Districts on approximately 45 acres located generally west of Connell Street, south of W. Avenue O, and north of Huey Drive, along an extension of Laila Lane.
11. Consider a preliminary plat of West Avenue O Addition, comprising 44.958 acres with frontage on the south side of W. Avenue O, comprising approximately 45 acres

located generally west of Connell Street, south of W. Avenue O, and north of Huey Drive, along an extension of Laila Lane.

12. Hold a public hearing and consider a final plat of Arbor Park Court Phase 2, being a replat of Lot 2, Block 1, Arbor Park Court, located on the west side of Arbor Park Drive, south of Powell Avenue, in the Belton Business Park.
13. Hold a public hearing and consider an ordinance amending the following sections of the Zoning Ordinance:
  - A. Section 42, Definitions, by adding a definition for Mobile Food Vendor/Establishment and Mobile Food Vendor Park.
  - B. Section 21, Retail Zoning District and Section 22, Central Business District, to allow Mobile Food Vendor Park as a permitted use by right, which will also allow use in the Commercial Highway, Commercial-1 and Commercial-2 Zoning Districts.

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



# City of Belton, Texas

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## OFFICE OF THE CITY MANAGER

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember Guy O'Banion.

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Invocation. The Invocation will be given by Mary Hendrix, International Fellowship of Chaplains (IFOC) Heart of Texas.

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2. Public Comments.

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### 3. Proclamations:

#### A. International Walk to School Month – October and Walk to School Day – October 2, 2019

A representative of KTMPO will be present to receive the proclamation.



## **B. Manufacturing Day – October 4, 2019**

BEDC Executive Director Cynthia Hernandez will be present to receive the proclamation. She will recognize manufacturing representatives in attendance.

### **Consent Agenda**

Items 4-6 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.

#### **4. Consider minutes of previous meetings:**

**A. August 27, 2019, Joint Meeting of the City Council and Parks Board;**

**B. September 10, 2019, City Council Meeting; and**

**C. September 17, 2019, Special Called City Council Meeting.**

Copies of the minutes are included. Recommend approval.

#### **5. Consider authorizing the City Manager to execute an agreement with the Central Texas Council of Governments (CTCOG) to continue funding for the volunteer coordinator position for the Belton Police Department's RUOK? senior adult outreach program.**

See Staff Report from Assistant City Manager/Chief of Police Gene Ellis. Recommend authorizing the City Manager to execute the contract which funds the RUOK? Program for an additional year.

#### **6. Consider authorizing the purchase of police vehicles as provided for in the Capital Equipment Replacement Fund.**

See Staff Report from Assistant City Manager/Chief of Police Gene Ellis. Recommend approval of the purchases in accordance with the Capital Equipment Replacement Plan.

### **Miscellaneous**

#### **7. Hold a public hearing and consider an ordinance on second reading, granting a commercial solid waste collection franchise to SOP Mgmt. LLC dba RedBoxplus of Bell & Williamson Counties.**

See Staff Report from City Clerk Amy Casey. Recommend the Council conduct the public hearing and approve the ordinance on second and final reading.

8. **Hold a public hearing and consider an ordinance on first reading, granting Waste Management of Texas, Inc., the exclusive right and privilege to provide residential and small commercial solid waste collection, disposal and recycling services.**

See Staff Report from City Clerk Amy Casey and Interim Director of Finance Susan Allamon. The contract is in a substantially complete form, although some details are still being finalized. The contract will be finalized prior to the second reading of the ordinance. Recommend conducting the public hearing and approving the ordinance on first reading. Second reading of the ordinance is scheduled for October 8, 2019.

### **Planning and Zoning**

9. **Hold a public hearing and consider a zoning change from Single Family Two and Retail Districts to Multi Family District on approximately 18 acres located at 1700 Connell Street, on the east side of Connell Street, in the vicinity of existing Laila Lane.**

See Staff Report from Director of Planning Cheryl Maxwell. At their meeting on September 17, 2019, the Planning and Zoning Commission unanimously recommended approval of this zoning change, and Staff concurs. Recommend conducting the public hearing and approving the zoning change as presented.

***Staff recommends that items 10 and 11 be read together since they are closely related and the presentation can be combined. However, each item must be voted upon separately.***

10. **Hold a public hearing and consider a zoning change from Agricultural and Two Family Districts to Retail, Single Family Three, and Planned Development (Multi Family) Districts on approximately 45 acres located generally west of Connell Street, south of W. Avenue O, and north of Huey Drive, along an extension of Laila Lane.**

See Staff Report from Director of Planning Cheryl Maxwell. At their meeting on September 17, 2019, the Planning and Zoning Commission recommended approval of this zoning change, and Staff concurs. Recommend conducting the public hearing and approving the zoning change as presented.

11. **Consider a preliminary plat of West Avenue O Addition, comprising 44.958 acres with frontage on the south side of W. Avenue O, comprising approximately 45 acres located generally west of Connell Street, south of W. Avenue O, and north of Huey Drive, along an extension of Laila Lane.**

See Staff Report from Director of Planning Cheryl Maxwell. At their meeting on September 17, 2019, the Planning and Zoning Commission recommended approval

of this preliminary plat with conditions. Staff concurs in all conditions, except for the sidewalk variance. Please see Staff Report for discussion.

12. **Hold a public hearing and consider a final plat of Arbor Park Court Phase 2, being a replat of Lot 2, Block 1, Arbor Park Court, located on the west side of Arbor Park Drive, south of Powell Avenue, in the Belton Business Park.**

See Staff Report from Director of Planning Cheryl Maxwell. At their meeting on September 17, 2019, the Planning and Zoning Commission unanimously recommended approval of this plat, and Staff concurs. Recommend conducting the public hearing and approving the plat as presented.

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

- A. **Section 42, Definitions, by adding a definition for Mobile Food Vendor/Establishment and Mobile Food Vendor Park.**
- B. **Section 21, Retail Zoning District and Section 22, Central Business District, to allow Mobile Food Vendor Park as a permitted use by right, which will also allow use in the Commercial Highway, Commercial-1 and Commercial-2 Zoning Districts.**

See Staff Report from Director of Planning Cheryl Maxwell. At their meeting on September 17, 2019, the Planning and Zoning Commission unanimously recommended approval of this amendment, and Staff concurs. Recommend conducting the public hearing and approving the ordinance as presented.

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

*WHEREAS, the International Walk to School Committee has declared October 2019 as International Walk to School Month and October 2, 2019, as Walk to School Day; and*

*WHEREAS, International Walk to School Month provides an opportunity for all young Texans to live a healthy lifestyle while educating the general public about the benefits of non-motorized transportation uses; and*

*WHEREAS, International Walk to School Month encourages all citizens to walk, thereby reducing vehicular emissions in Central Texas; and*

*WHEREAS, walking is a healthy, safe, and environmentally-friendly form of transportation and an excellent form of recreation; and*

*WHEREAS, walking within communities is an effective means to reduce air pollution, conserve energy, and promotes the “livability” of communities by reducing traffic, noise, and congestion;*

*NOW THEREFORE, I, MARION GRAYSON, MAYOR OF THE CITY OF BELTON, TEXAS, do hereby proclaim the month of October 2019 and the day of October 2, 2019, as*

## ***“Walk to School Month/Walk to School Day”***

*in the City of Belton, and I encourage all to participate in walking events, and I urge all road users to share the road safely with pedestrians.*

*IN WITNESS WHEREOF, I have hereunto set my hand, and have caused the Official Seal of the City of Belton, Texas, to be affixed this the 24th day of September, 2019.*

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*Marion Grayson, Mayor*

**ATTEST:**

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*Amy M. Casey, City Clerk*

**WHEREAS, *the City of Belton, Texas, is promoting Manufacturing Day, October 4, 2019; and***

**WHEREAS, *Manufacturing Day was developed to improve public perception of manufacturing and is supported by thousands of manufacturers as they host students, teachers, parents, job seekers and other local community members at open houses designed to showcase modern manufacturing technology and careers; and***

**WHEREAS, *it is a national celebration of modern manufacturing designed to inspire the next generation on how they can make a difference through manufacturing, give guidance on how to take first steps in starting a career in modern manufacturing, effectively communicate that manufacturers need the next generation, show students, parents and educators the opportunity, creativity, possibility and accomplishment that comes with a career in manufacturing; and***

**WHEREAS, *the manufacturing industry is a critical component of the State of Texas economy with more than 900,000 people directly employed, and with over 2 million indirect jobs supporting this industry; and***

**WHEREAS, *the State of Texas' and the City of Belton's economic growth depends on the education and vocational opportunities that align with manufacturers' skilled-labor needs; and***

**WHEREAS, *modern manufacturing relies on the implementation of innovative technology; provides competitive benefits to every employee; and thereby makes manufacturing a worthwhile career choice for all residents; and***

**WHEREAS, *the City of Belton, Texas, supports and joins in this national effort to help America's manufacturers do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.***

**NOW THEREFORE, I, MARION GRAYSON, MAYOR OF THE CITY OF BELTON, TEXAS, do hereby proclaim  
October 4, 2019, as**

## ***“Manufacturing Day”***

***in the City of Belton and encourage all to make themselves aware of our local manufacturers, tour their facilities, and develop a better understanding of their valuable purpose in our community.***

***IN WITNESS THEREOF, I have hereunto set my hand, and have caused the Official Seal of the City of Belton, Texas, to be affixed this the 24th day of September, 2019.***

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***Marion Grayson, Mayor***

**ATTEST:**

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***Amy M. Casey, City Clerk***

**JOINT MEETING OF THE  
BELTON CITY COUNCIL  
AND PARKS BOARD  
August 27, 2019 – 4:30 P.M.**

The Belton City Council met in work session with the following members present: Mayor Marion Grayson, Mayor Pro Tem Wayne Carpenter, and Councilmembers David K. Leigh (arrived at 4:45 p.m.), Craig Pearson, Guy O'Banion, Dan Kirkley and John R. Holmes, Sr. Parks Board members present included: Chair Josh Pearson, Vice Chair Daniel Bucher, and Board Members Diane Ring, Jason Wolfe and Ted Smith. Staff present included Assistant City Manager/Chief of Police Gene Ellis, City Clerk Amy Casey, Director of Parks and Recreation Matt Bates, Director of Planning Cheryl Maxwell, Interim Director of Finance Susan Allamon, Director of Public Works Angellia Points, Public Information Officer Paul Romer, and Grants and Special Projects Coordinator Bob van Til.

1. **Call to order.** Mayor Marion Grayson called the City Council meeting to order at 4:30 p.m., and Parks Board Chair, Josh Pearson, called the Parks Board meeting to order at 4:30 p.m.
2. **Public Comments.** There were none.
3. **Conduct a workshop on the future development of Heritage Park.**

Director of Parks and Recreation Matt Bates presented a summary of the process taken by Parks Board, Special Interest Groups and Staff in determining the community needs and desires for the expansion of Heritage Park. He said the City intends to apply for a Texas Parks and Wildlife grant in the amount of \$500,000, and a portion of the purchase price of the park is allowed to be used as the City's matching funds. He added the City has hired Covey Landscape Architects to provide a Concept Design and Master Plan visioning along with estimates of probable costs.

Chair Josh Pearson reviewed the Parks Board's priorities (see Exhibit "A"). He said the Parks Board has worked through their priority list over the last few months and finalized it at a special Parks Board meeting yesterday.

Councilmember Kirkley asked if an outdoor swimming pool (shown on the Parks Master Plan list of priorities) is feasible considering a large water park/swimming pool (Summer Fun) is available next to the park. Vice Chair Daniel Bucher said a swimming pool was not listed on the final Parks Board priority list. That suggestion came out of the citizen responses to the survey that were previously utilized to create the Parks Master Plan. Mr. Kirkley asked if the Parks Board thought the reason it was mentioned is due to the cost of Summer Fun. Mr. Bucher said that although people request swimming pools, most don't utilize them due to the heat. Additionally, there are several neighborhood pools and several water bodies in which to swim, so it is not high on the list.

Parks Board Member Diane Ring said she believes the outdoor swimming pool was requested because citizens don't want to pay the cost of Summer Fun.

Councilmember Guy O'Banion said he doubted that the pools owned by the City of Temple get extreme utilization. He believes that splash pads are a more cost effective form of water recreation. He added that he likes the idea of leaving a lot of open space, so that in the future, there will be land available to add sports fields when they are needed and they will be in close proximity to the existing fields.

Mayor Pro Tem Carpenter asked if there was any consideration for improved trails or accessible amenities. Parks Board Chair Josh Pearson explained that the Board considered the locations of different amenities and the need to provide accessibility to each of them. Vice Chair Bucher said the Parks Board is assuming that a concrete sidewalk will be provided along the entire path of Park Avenue, and the accessible trails/sidewalks will branch off from there.

Councilmember Leigh discussed some open space in Boston that he had recently visited. He emphasized the use of open space to allow for future expansion at Heritage Park. Mr. Bucher explained that the Parks Board is not downplaying the need for athletic fields, but they feel there is a need at this time to preserve the openness.

Councilmember Holmes said he really likes the idea of the openness and taking the time to truly understand the need for trails and ball fields, emphasizing the need for accessibility. He said that river access would also be a neat idea that would have a lot of utilization and would not be overly expensive to develop. He likes the idea of letting the people determine the development by their usage. He added that it is very important that the City takes their daily allocation of water.

Councilmember Pearson said the Parks Board and Staff of Parks and Recreation has done a wonderful job maintaining all the City's amenities, and he requested that a little more directional signage be provided.

Mayor Pro Tem Carpenter asked how much acreage the disc golf course uses. Chair Pearson stated that the disc golf course is located along the perimeter of the park, and Mr. Bates added that any of the disc golf baskets can be relocated if need be to accommodate another amenity.

Councilmember Holmes asked if river access is a concern when discharge is up. Mr. Bates said the river is relatively stable, so he doesn't believe that it would be an issue. There was a discussion about adding take out spots along the river for kayaking and tubing.

Mr. Kirkley asked if there is some type of warning sign for the water intake area. Mr. Bates said he will have to get the answer to that question.

Mayor Grayson said she likes the idea of keeping the parkland as natural as possible. She's gotten a lot of feedback stating that. She added that there is a definite need for additional bathrooms and additional parking. She said an improved surface for parking is not required since people are parking on the grass now. She said there is a definite need for more bathroom maintenance because she gets a lot of complaints about them needing cleaning.

Mrs. Grayson asked about the likelihood of the City receiving funds from the TPW grant Mr. Bates discussed previously. Mr. Bates said there are several criteria that go into the scoring, but he believes that the City has a good chance.

Mr. Carpenter asked if there has been any discussion about including volunteer groups as plans for the park are developed. Mr. Bates said that there will definitely be opportunities for input from specialty groups as the plans are developed.

Mayor Grayson asked about wildlife, stating she knows there are deer, but there are also snakes and other critters. Mr. Bates said the more the park is utilized, the less likely the critters will remain. Mr. Leigh suggested wildlife signage about the types of critters one is likely to encounter in an open area like the park.

Chair Pearson said that area residents asked for control access to the park to continue, so that is something that will still be considered as the plans are developed.

Mr. Bates said the Parks Board and Staff will continue to gather information and work with Covey Landscape Architects to begin planning out the possibilities for Heritage Park. They will begin work on illustrative renderings in October, and in November, they will solicit public comments on the renderings. Shortly afterward, they will bring the plan to Council.

Mayor Grayson asked if there are any more comments. There were none.

4. **Adjourn.** Parks Board Chair Pearson adjourned the Parks Board meeting, and Mayor Grayson adjourned the Council meeting at 5:12 p.m.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk



8/27- City Council & Parks Board Workshop

Parks Board Priorities

See Attached

Special Interest Groups

Parks Master Plan

Community Workshop

|  |           |
|--|-----------|
| Increase Restrooms                             | Soccer    |
| Increased Parking                              | Soccer    |
| Increased field space                          | Soccer    |
| Lighting at fields                             | Soccer    |
| More Pavilion Space                            | Soccer    |
| 1 X Larger field than Jaycee                   | Baseball  |
| More fields for games                          | Baseball  |
| More netting at complexes                      | Baseball  |
| More practice and Open Space                   | Softball  |
| Additional field                               | Softball  |
| More Parking                                   | Softball  |
| Want Permanent Course                          | Disc Golf |
| Fundraised and bought 18 baskets & tee boxes   | Disc Golf |
| Willing to re-configure Temp Course @ Heritage | Disc Golf |

**OUTDOOR RECREATIONAL FACILITY PRIORITIES:**

High Priority Items

- 1. Walking /Hiking Trails
- 2. Athletic Fields
- 3. Dog Park
- 4. Natural Areas and Open Space
- 5. Water Recreation (Fishing/Kayak/Canoe Areas)
- 6. Outdoor Swimming Pool

Medium Priority Items

- 7. Playscapes / Playgrounds
- 8. Flower / Community Gardens
- 9. Disc Golf
- 10. Water Playscape / Splash Pads
- 11. Picnic Shelters / Pavilions

Moderate Priority Items (Long-Range Items)

- 12. Tennis Court
- 13. Skateboard Park
- 14. Volleyball Court
- 15. Basketball Court
- 16. Pickleball

|                                 |              |
|---------------------------------|--------------|
| More Parking                    | Improvements |
| Sidewalks between Soccer Fields | Improvements |
| Golf Course                     | Requests     |
| Putt Putt Golf                  | Requests     |
| ADA Playgrounds                 | Requests     |
| Shade for Playgrounds           | Requests     |
| Pavilions                       | Requests     |
| Splash Pad                      | Requests     |
| 3 X 13 U Baseball Fields        | Requests     |
| Practice Fields                 | Requests     |



# City of Belton

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*~ Parks & Recreation ~*

## Heritage Park- Parks Board Priorities

### High:

- Increased Bathrooms
- Increased Parking
- Open Space Recreation- Practice Fields/ Trails
- Water Recreation
  - Paddle Trails
  - Kayak Dock & Access
  - Fishing along the Leon River
  - Reviving ponds along Park Avenue, use for irrigation, stock with fish, fountains etc.
- Dog Park
  - Current location seems to be the best fit with natural shade from trees. Old Lama Penn also an option.
- Disc Golf Course
  - Current course is temporary and can be reconfigured to utilize open space and perimeter of parkland.
- Family/ Large Pavilion

### Long Term Priorities:

- Athletic Fields
  - Larger baseball field.
  - 1 or 2- Multipurpose fields (lighted could be an option). Could provide additional space for soccer & other sports (Flag Football, LaCrosse, and Ultimate Frisbee).

**Belton City Council Meeting  
September 10, 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, Guy O'Banion, Dan Kirkley and John R. Holmes, Sr. Staff present included Sam Listi, Gene Ellis, John Messer, Amy Casey, Susan Allamon, Chris Brown, Paul Romer, Bob van Til, Angellia Points, Charlotte Walker, Bruce Pritchard, Judy Garrett, Cynthia Hernandez, Kim Kroll and Tina Moore.

The Pledge of Allegiance to the U.S. Flag and the Pledge of Allegiance to the Texas Flag were led by Boy Scout Troop #153. The Invocation was given by Councilmember David K. Leigh.

1. **Call to order.** Mayor Grayson called the meeting to order at 5:32 p.m.
2. **Public Comments.** Woody Durbin, 308 E. 20<sup>th</sup> Avenue, thanked the Council for their actions related to the development of the Heritage Park expansion.
3. **Proclamation: Constitution Week – September 17-23, 2019**

Regent Becky Vajdak of the Betty Martin Chapter of the Daughters of the American Revolution was present to receive the proclamation. She said the Betty Martin Chapter has been serving in the local community for 115 years.

**Consent Agenda**

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

4. **Consider minutes of August 27, 2019, City Council meeting.**
5. **Consider approval of an ordinance on first reading and set a public hearing and second reading for September 24, 2019, granting a commercial solid waste collection franchise to SOP Mgmt. LLC dba RedBoxplus of Bell & Williamson Counties.**

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

**ORDINANCE NO. 2019-41**

**AN ORDINANCE GRANTING A FRANCHISE TO SOP MGMT. LLC DBA REDBOXPLUS OF BELL AND WILLIAMSON COUNTIES TO PROVIDE SOLID**

**WASTE COLLECTION SERVICES WITHIN THE CITY OF BELTON; PROVIDING FOR THE SCOPE AND NATURE OF THE OPERATION; PROVIDING FOR THE DISPOSAL OF GARBAGE, SOLID WASTE AND REFUSE; PROVIDING A PROCEDURE FOR THE HANDLING OF COMPLAINTS; PROVIDING FOR A FRANCHISE FEE; REQUIRING INDEMNITY INSURANCE; PROVIDING FOR REVOCATION AND AMENDMENT; PROVIDING FOR PAYMENT OF TAXES BY THE FRANCHISEE; PROHIBITING ASSIGNMENT AND SUBLETTING OF THE FRANCHISE WITHOUT CONSENT; PROVIDING FOR FORFEITURE; AND MAKING OTHER PROVISIONS**

**Miscellaneous**

**6. Consider a resolution directing the publication of notice of a public hearing regarding the possible issuance of General Obligation Refunding Bonds, Series 2019, and other matters related thereto.**

Interim Director of Finance Susan Allamon explained that the City's outstanding Combination Tax and Limited Revenue Certificate of Obligation, Series 2013 bonds became callable August 1, 2018. The bonds carry an interest rate of 3.078% and funded projects including:

Public Safety Building Expansion

Fire Engine

Wheat Road Reconstruction

Park Upgrades at Heritage Park, Yettie Polk Park, Beall Park and South Belton

Middle School Park

Sparta Road/Commerce Drive Roundabout

Mrs. Allamon said the City was approached in June by a municipal bond underwriter with an estimate of potential savings available through refunding. City staff contacted Specialized Public Finance (SPF) to obtain their opinion of the estimated savings from refunding. SPF's initial estimate in July was approximately \$240,000 in savings, with \$10,000 allocated to TIRZ and the remaining \$230,000 allocated to general fund debt service.

Specialized Public Finance recommends that Council consider a delegation refunding option for the Series 2013 bonds. Mrs. Allamon said delegation refunding is a six-month authorization by Council to pursue refunding of callable bonds when the estimated savings or interest rate meets or exceeds a parameter established by Council. If the savings or rate parameter is not reached during the six months, the authorization expires, and the Council has the opportunity to renew it at that time if desired.

Allamon explained that publication of notice is the first step in the delegation refunding process. If approved by Council, a public hearing will be held on October 8, 2019. Following the public hearing, City Council may adopt an ordinance authorizing the issuance of the Bonds and directing City Staff to act as pricing agent



if the Council's parameter is met within six months. This will allow City staff to execute the refunding at a time when interest rates are most favorable. The refunding will only occur if a net savings, inclusive of all costs and fees, will be realized equal to or greater than the Council-established amount.

Mrs. Allamon said that the cost will be minimal at this time for the publication of notices. Publication costs can be reimbursed from proceeds of the refunding bonds as a cost of issuance when and if such refunding bonds are issued. She added that Staff recommends the delegation ordinance be adopted on October 8, 2019 to require a net present value debt service savings of not less than 2.50% of the principal amount of the refunded obligations, which would equate to a minimum net present value debt service savings of \$145,000.

Jennifer Ritter of Specialized Public Finance explained that Belton has done a refunding series in the past. She said the parameters are set lower than what is anticipated. Councilmember Pearson asked if the savings are shown net of the issuance costs. Mrs. Ritter said yes. Richard Donoghue reviewed the schedule that will be followed should the Council authorize this resolution.

Upon a motion by Councilmember Holmes, and a second by Councilmember Leigh, Item #6 including the following captioned resolution was unanimously approved by a vote of 7-0.

#### **RESOLUTION NO. 2019-20-R**

#### **RESOLUTION DIRECTING THE PUBLICATION OF NOTICE OF PUBLIC HEARING REGARDING THE POSSIBLE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019 AND OTHER MATTERS RELATED THERETO**

#### **Budget FY2020**

#### **7. Receive a presentation and invite public input on Belton's Strategic Plan for FY2020-2024.**

City Manager Sam Listi presented a summary of the proposed Strategic Plan for FY2020-2024 including nineteen (19) Priority 1 Goals that are identified for FY2020.

#### **Governance**

1a) Conduct Comprehensive Strategic Plan Update (2020): *Reset Vision*

1b) Reassess and Determine Growth Strategy: *Focus internally*

1e) Evaluate Employee Compensation Plan: *Improve competitiveness annually*

1f) Conduct Charter Review: *Initiate Charter Review*

1g) Conduct Board Training/Coordination Sessions: *Conduct orientation, ongoing training, joint meetings with Council*

1h) Enhance Belton's Customer Service/Citizen Engagement: *Achieve/maintain servant leadership model*

### **Public Safety**

2b)Address Strategic Needs for Fire Department, and Analyze Outsourced EMS:  
*Evaluate first year of outsourced EMS Service*

### **Quality of Life**

3a)Address Infrastructure/Capital Equipment Needs:

- Street Maintenance
  - Water/Sewer
  - Storm Drainage
  - Capital Equipment Replacement
- Combined infrastructure/capital needs*

3b)Plan for Library Enhancements: *Implement Needs Assessment items*

### **Economic Development**

4a)Implement Downtown Redevelopment Plan, including 6<sup>th</sup> Avenue Gateway Corridor:  
*Expand Downtown Revitalization to 6<sup>th</sup> Avenue*

4b)Coordinate City/BEDC efforts to Maximize Project Success: *Continue infrastructure, offices, Rockwool, Business Park investment*

### **Connectivity**

5a)Coordinate Projects with TxDOT: *Combined TxDOT Items*

- Loop 121 Construction
- FM 93 Design/ROW
- Repair/Replacement of Central Avenue Bridge in Yettie Polk Park
- IH 14 Alignment Through/East of Belton
- Continue Planning for Lake to Lake Road

5a-1) Continue long term planning for Lake to Lake Road Project

### **Parks & Natural Beauty**

6a)Continue Enhancements to Park System including Heritage Park and Standpipe Park: *Build street (24<sup>th</sup>) and utilities for Heritage and develop Heritage Park Master Plan; begin Standpipe Park development*

Mayor Grayson invited public input. There was none.

No action was required of the Council on this item.

## **8. Conduct a public hearing on the proposed 2019 Property Tax Rate used for the FY 2020 Annual Budget.**

Interim Director of Finance Susan Allamon summarized the tax rate used for the FY2020 annual budget. She also provided information on the Effective Tax Rate and the Rollback Tax Rate, as well as the full Debt Service Rollback Rate.

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

No action was required of the Council on this item.

9. **Conduct a public hearing for the City of Belton Budget for fiscal year beginning October 1, 2019, and ending September 30, 2020.**

Interim Director of Finance Susan Allamon presented a brief summary of the FY2020 proposed budget.

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

No action was required of the Council on this item.

10. **Consider setting the date, time and place of the meeting at which the FY2020 budget will be voted on.**

Mayor Grayson announced that the proposed FY2020 budget will be voted on at the Special Called City Council meeting to be held on Tuesday, September 17, 2019, at 4:00 p.m., at the Harris Community Center.

Upon a motion by Councilmember Leigh, and a second by Councilmember O'Banion, the Council unanimously set the date, time and place of the meeting as announced upon a vote of 7-0.

11. **Announce the date, time and place of the meeting at which the tax rate will be voted on.**

Mayor Grayson announced that the ad valorem tax rate used to establish the FY2020 budget will be voted on at the Special Called City Council meeting to be held on Tuesday, September 17, 2019, at 4:00 p.m., at the Harris Community Center.

12. **Consider an ordinance adopting the City of Belton Fee and Rate Schedule for FY2020.**

City Clerk Amy Casey briefly summarized proposed changes to the Fee and Rate Schedule proposed for FY2019.

Upon a motion by Mayor Pro Tem Carpenter, and a second by Councilmember Kirkley, Item #12, including the following captioned ordinance, was unanimously approved by a vote of 7-0.

**ORDINANCE NO. 2019-42**

**AN ORDINANCE AMENDING THE FEE SCHEDULE ESTABLISHING RATES AND FEES FOR CERTAIN ITEMS, SERVICES AND PERMITS PROVIDED FOR IN THE CODE OF ORDINANCES OF THE CITY OF BELTON, TEXAS.**

**Executive Session**

At 6:05 p.m., the Mayor announced the Council would go into Executive Session for the following items:

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 Matter.**

There being no further business, the Mayor adjourned the meeting at 6:21 p.m.

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

ATTEST:

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



**Belton City Council Special Meeting  
September 17, 2019 – 4:00 P.M.**

The Belton City Council met in special 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 (via videoconference), Guy O'Banion and Dan Kirkley. Councilmember John R. Holmes, Sr., was absent. Staff present included Sam Listi, John Messer, Gene Ellis, Amy Casey, Susan Allamon, Cheryl Maxwell, Chris Brown, Angellia Points, Matt Bates, Paul Romer, Bob van Til, Charlotte Walker, Bruce Pritchard, Judy Garrett and Cynthia Hernandez.

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 Interim Director of Finance Susan Allamon. The Invocation was given by Councilmember Dan Kirkley.

City Manager asked Councilmember Pearson if the meeting may continue in the event of technical difficulties, and he responded in the affirmative.

1. **Call to order.** Mayor Grayson called the meeting to order at 4:02 p.m.
2. **Public Comments.** Matthew Saylor spoke to the Council regarding crime in his neighborhood.

**FY2020 Budget**

3. **Consider an ordinance adopting Belton's Strategic Plan for FY2020-2024.**

City Manager Sam Listi said the Strategic Plan for FY2020-2024 has been presented to Council at the last two Council meetings, and there have been no revisions to the plan. He recommended approval of the ordinance adopting the FY2020-2024 Strategic Plan.

Upon a motion by Mayor Pro Tem Carpenter, and a second by Councilmember Leigh, item 3, including the following captioned ordinance, was unanimously approved upon a vote of 6-0.

**ORDINANCE NO. 2019-44**

**AN ORDINANCE ADOPTING THE STRATEGIC PLAN, FY2020-2024, FOR THE CITY OF BELTON, TEXAS.**

4. **Consider an ordinance adopting the City of Belton Budget for the Fiscal Year beginning October 1, 2019, and ending September 30, 2020.**

Mayor Grayson and other Councilmembers thanked Staff for their diligence in preparing the budget and meeting the Council's goals.

Upon a motion by Councilmember Kirkley and a second by Councilmember O'Banion, the following captioned ordinance was approved by a roll call vote as follows:

| Name                              | Yes | No | Absent | Abstain |
|-----------------------------------|-----|----|--------|---------|
| Councilmember Guy O'Banion        | X   |    |        |         |
| Councilmember John R. Holmes, Sr. |     |    | X      |         |
| Councilmember David K. Leigh      | X   |    |        |         |
| Councilmember Craig Pearson       | X   |    |        |         |
| Councilmember Dan Kirkley         | X   |    |        |         |
| Mayor Pro Tem Wayne Carpenter     | X   |    |        |         |
| Mayor Marion Grayson              | X   |    |        |         |

**ORDINANCE NO. 2019-45**

**AN ORDINANCE APPROVING THE ANNUAL BUDGET OF THE CITY OF BELTON FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020.**

**5. Consider ratifying the 2019 ad valorem tax rate:**

- A. \$0.0886 as the Portion of the Tax Rate to Fund the Interest and Sinking (Debt Service) Fund for Fiscal Year 2020; and**  
**B. \$0.5712 as the Portion of the Tax Rate to Fund the Maintenance and Operations (M&O) Fund for Fiscal Year 2020.**

A motion for approval was made by Mayor Pro Tem Carpenter and a second was made by Councilmember Kirkley. Councilmember Leigh said, with the refunding bonds that were just approved, that money will flow into the General Fund even though it is being saved on the tax side. He said, "As a compromise, I would hope we as a City will potentially consider shifting the rate slightly for the amount of the refunding bonds savings so we can realize that money on the debt service side and move closer to 'pay as you go' moving forward."

The 2019 ad valorem tax rate was ratified by a roll call vote as follows:

| Name                              | Yes | No | Absent | Abstain |
|-----------------------------------|-----|----|--------|---------|
| Councilmember Guy O'Banion        | X   |    |        |         |
| Councilmember John R. Holmes, Sr. |     |    | X      |         |
| Councilmember David K. Leigh      |     | X  |        |         |
| Councilmember Craig Pearson       | X   |    |        |         |
| Councilmember Dan Kirkley         | X   |    |        |         |
| Mayor Pro Tem Wayne Carpenter     | X   |    |        |         |
| Mayor Marion Grayson              | X   |    |        |         |

6. **Consider an ordinance adopting the 2019 ad valorem tax rate of \$0.6598 per \$100 of value assessed (Fiscal Year 2020), which is effectively a 6.80 percent increase in the tax rate.**

Councilmember Kirkley made the following motion:

*“I move that the property tax rate be increased by the adoption of a tax rate of \$0.6598 on the \$100.00 valuation of property assessed in the City of Belton, which is effectively a 6.80 percent increase in the tax rate.”*

Upon a second by Councilmember O’Banion, the following captioned ordinance was unanimously approved by a roll call vote as follows:

| Name                              | Yes | No | Absent | Abstain |
|-----------------------------------|-----|----|--------|---------|
| Councilmember Guy O’Banion        | X   |    |        |         |
| Councilmember John R. Holmes, Sr. |     |    | X      |         |
| Councilmember David K. Leigh      | X   |    |        |         |
| Councilmember Craig Pearson       | X   |    |        |         |
| Councilmember Dan Kirkley         | X   |    |        |         |
| Mayor Pro Tem Wayne Carpenter     | X   |    |        |         |
| Mayor Marion Grayson              | X   |    |        |         |

**TAX ORDINANCE NO. 2019-46**

**AN ORDINANCE LEVYING AD VALOREM TAX FOR PAYMENT OF OUTSTANDING DEBTS OF THE CITY OF BELTON FOR THE FISCAL YEAR 2020 (TAX YEAR 2019), TOGETHER WITH INTEREST THEREON, LEVYING TAXES FOR GENERAL FUND PURPOSES, AS PROVIDED BY THE STATUTES OF TEXAS; PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; PROVIDING FOR A PENALTY AND INTEREST ON ALL DELINQUENT AD VALOREM TAXES; AND PROVIDING THAT IF ANY PART OF THIS ORDINANCE BE HELD INVALID BY COURT, SUCH FINDING SHALL NOT AFFECT ANY OTHER PART OF THIS ORDINANCE.**

Mayor Grayson thanked the Staff for the diligent work in preparing the FY2020 budget.

7. **Consider an ordinance prescribing the classifications for police officer and firefighter positions and the number of positions in each classification.**

City Manager Sam Listi explained to the Council that this ordinance formalizes the action that was taken on August 13, 2019, when Council authorized the emergency ambulance services contract with AMR. The plan approved at that time included the reduction of six firefighter positions (currently vacant).

Upon a motion by Mayor Pro Tem Carpenter, and a second by Councilmember Leigh, item 7, including the following captioned ordinance, was unanimously approved by a vote of 6-0.

There being no further business, Mayor Grayson adjourned the meeting at 4:15 p.m.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk



# Staff Report – City Council Agenda Item

## Agenda Item #5

Consider authorizing the City Manager to execute an agreement with the Central Texas Council of Governments (CTCOG) to continue funding for the volunteer coordinator position for the Belton Police Department's RUOK? senior adult outreach program.

### Originating Department

Police Department – Gene Ellis, Assistant City Manager/Chief of Police

### Background

The City has partnered with the Area Agency on Aging of Central Texas, a subdivision of CTCOG, to enhance the Belton Police Department's RUOK? Program for a number of years. The RUOK? Program is currently serving over 100 senior adults living alone. The part time volunteer coordinator position funded by the Area Agency on Aging is an important part of this lifesaving program. The RUOK? Program has been credited with saving seven lives and touching hundreds of others.

We are seeking to renew our agreement with CTCOG to continue this program and retain the volunteer coordinator for senior adult outreach through the RUOK? program. This extension will provide funding for the program for FY2020. The funding is used for reimbursement of costs directly related to the program to include: wages and benefits; communication and computer equipment; and other program expenses.

### Fiscal Impact

Amount: \$21,000

Budgeted: ☒ Yes ☐ No

Funding Source(s): Grant funds from CTCOG will cover all expenses related to the volunteer coordinator.

### Recommendation

Recommend approval of the agreement with CTCOG and authorizing the City Manager to sign.

### Attachments

Agreement between the City of Belton and CTCOG.



## **VENDOR AGREEMENT**

This Vendor Agreement is entered into by and between The Central Texas Council of Governments (CTCOG) and The City of Belton (vendor).

### **I. STATEMENT OF PURPOSE:**

The purpose of this Vendor Agreement is to allow CTCOG and the vendor to check on the welfare of senior citizens through the RUOK? Program.

### **II. CONSIDERATION:**

- a. CTCOG is a Regional Planning Commission designated by the Office of the Governor of the State of Texas under provisions of Article 1011mm, V.A.C.S., with jurisdictional lines encompassing the counties of Bell, Coryell, Hamilton, Lampasas, Milam, Mills and San Saba.
- b. The Area Agency on Aging of Central Texas (AAACT), a program of CTCOG, seeks to partner with the City of Belton Police Department to provide funding for a volunteer coordinator for the RUOK? telephone reassurance program to senior adults in Belton by directing grant funds from the Health and Human Services Commission to enhance the services to senior adults. The parties agree to provide the services listed in Appendix A, Scope of Services.

### **III. PAYMENT FOR GOODS AND SERVICES:**

- a. CTCOG shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the vendor. Payment under a CTCOG Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made in accordance with laws and procedures applicable to CTCOG.
- c. CTCOG agrees to pay the rates and/or prices set forth in this agreement.
- d. All purchases executed under a CTCOG Contract will require a vendor purchase order.

#### **IV. TERM OF CONTRACT:**

This Vendor Agreement shall begin when fully executed by both parties. Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. CTCOG shall pay for all services received through the effective date of termination.

#### **V. CERTIFYING FUNCTION:**

The Central Texas Council of Governments acting as the owner of the CTCOG contracts hereby certifies the eligibility of the AAAC to use CTCOG contracts.

#### **VI. NOTIFICATION**

All notices under this Interlocal Agreement shall be sent to each party at the respective addresses indicated below:

Central Texas Council of Governments  
PO Box 729  
Belton TX 76513

City of Belton, Texas  
PO Box 120  
Belton TX 76513

#### **VII. AUTHORIZED SIGNATORIES**

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Jim Reed, AICP  
Executive Director  
Central Texas Council of Governments

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Sam Listi  
City Manager  
City of Belton, Texas

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Date

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Date

**ATTACHMENT A  
SCOPE OF SERVICES**

**City of Belton Police Department (BPD)**

1. BPD will ensure employees and volunteers assisting with the RUOK? Program are trained with providing telephone reassurance.
2. BPD shall provide CTCOG a monthly report of the number of calls made to seniors 60 years of age and over, including their names. Monthly calls will be made and documented with the help of the RUOK? program.
3. BPD shall provide HHSC required forms: HHSC intake and signed Client's Rights and Responsibilities (PRR) annually for each client 60 years of age and older who participate in the RUOK? telephone reassurance program.
4. BPD shall ensure that it reports on the welfare checks patrol officers conduct on senior adults in the program as a result of threat to health, safety, welfare, or a crime.

**Central Texas Council of Government (CTCOG)**

1. CTCOG agrees to direct \$21,000.00 in HHSC grant funds to BPD for calls made during fiscal year to fund a volunteer coordinator for the RUOK? Program and reimburse the City of Belton for approved costs associated with this position.
2. CTCOG shall provide the City of Belton immediate notice if funding becomes unavailable.
3. CTCOG will refer older residents of Belton that who need telephone reassurance or welfare checks to the BPD.
4. CTCOG agrees to direct additional funding for the continuance of this program in fiscal year 2018 if grant funding is available for the program.

**Reimbursement Methodology**

| Monthly Invoice Amount | Invoice Due Date                               |
|------------------------|--|
| \$1,750.00             | 5 <sup>th</sup> day of month following service |



## **TERMS OF AGREEMENT**

**A. City of Belton Police Department agrees to:**

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit billings with appropriate documentation as required by the AACT by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided.
  - a. If the fifth (5th) day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
  - b. The AACT cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
  - c. No reimbursement for services provided will be made if Contractor payment invoices are not submitted to the AACT within 45 days of service delivery.
3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on vendor's financial reports if contributions are not required to be forwarded to the AACT. Client contributions (program income) will be reported fully, as required, to the AACT. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. Notify the AACT Director within ten (10) days if, for any reason, the vendor becomes unable to provide the service.
5. Maintain communication and correspondence concerning program participants' status.
6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AACT or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. Retain financial and program supporting documents, statistical records, and any other records

pertinent to the services for which a claim for reimbursement was submitted to the AACT. The records and documents will be retained for a minimum of five (5) years after close of Contractor's fiscal year.

8. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AACT staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. If applicable, comply with the HHSC process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.
10. The agreement may be terminated for cause or without cause upon the giving of thirty (30) days advance written notice.
11. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
12. Vendor is an independent provider, NOT an agent of the AACT. Thus, to the extent allowed by law, the vendor indemnifies, saves and holds harmless the Central Texas Council of Governments/Area Agency on Aging of Central Texas against expense or liability of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the AACT if the vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AACT.
13. Employees of the vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

B. Through the Direct Purchase of Services program, the AACT agrees to:

1. Review program participant intake and assessment forms completed by the vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to vendor of program participant's eligibility and authorization to receive services.

3. Maintain communication and correspondence concerning the program participants' status.
4. Provide timely technical assistance to vendor as requested and as available.
5. Conduct quality assurance procedures, which may include on-site visits, to ensure quality services are being provided and, if applicable, CMS exclusion reviews are conducted.
6. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. Contingent upon the AACT's receipt of funds authorized for this purpose from HHSC, reimburse the vendor based on the agreed reimbursement methodology, approved rates, services authorized, and in accordance with subsection (A)(2) of this document, within twenty-one (21) days of the AACT's receipt of vendor's invoice.

### **ASSURANCES**

The Contractor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*).
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*).
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107).
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688).
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*).
- G. Drug Free Workplace Act of 1988.
- H. Texas Senate Bill 1 - 1991, as applicable.
- I. DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.
- J. Certification Regarding Debarment - 45CFR §92.35 Sub-awards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.

- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs.
- L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs.

#### **FOCAL POINTS IN THE AAACCT PLANNING AND SERVICE AREA**

The Area Agency on Aging of Central Texas is the only Focal Point for the AAACCT Region:

**AAACCT  
2180 North Main Street  
PO Box 729  
Belton TX 76513  
1-800-447-7167  
254-770-2330**



## Staff Report – City Council Agenda Item

### Agenda Item #6

Consider authorizing the purchase of vehicles for the Police Department as provided for in the Capital Equipment Replacement Fund.

### Originating Department

Police Department – Gene Ellis, Assistant City Manager/Chief of Police

### Background

Nearly five years ago, City Council authorized the transfer of funds to establish a Capital Equipment Replacement Fund. The Capital Equipment Replacement Fund has been successful at creating a level funding mechanism to sustain the City fleet of vehicles and equipment. The FY 2020 budget contains funding to purchase and equip four new vehicles for the Police Department.

We are seeking authorization to purchase three Chevrolet Tahoe PPVs and one unmarked Ford Taurus sedan to be used by our detectives. The vehicles will be purchased without emergency equipment. The installation of emergency equipment will be performed separately at a cost of approximately \$15,000 per marked patrol vehicle by CAP Upfitters in Belton. Equipment and installation for the unmarked sedan will be less than \$1,000. Radios, in-car camera systems, and a few other items will be purchased directly from the manufacturer and installed locally. The Chevrolet Tahoe PPVs will be purchased from Caldwell Country Chevrolet using BuyBoard, a cooperative purchasing agreement. The unmarked Ford Taurus will be purchased from Rockdale Country Ford using the Texas SmartBuy purchasing agreement.

We have been purchasing Ford Explorer PPVs for the past several years; however, Ford has increased the cost of the Explorer where it is slightly higher than the Tahoe. Additionally, availability of 2020 year model Explorers is still unknown due to changes at the factory. The Chevrolet Tahoe is available for delivery after October 1, 2019. Purchase orders for these vehicles will be issued in FY 2020 on or after October 1, 2019.

| <b>Police Vehicles x3</b>        | <b>Chevrolet Tahoe</b> |
|----------------------------------|------------------------|
| Base Price \$31,435 each         | \$94,305               |
| Buyboard Fee                     | \$400                  |
| Upfitting* Approx. \$15K per car | \$45,000               |
| <b>Total</b>                     | <b>\$139,705</b>       |

\*Price can vary per vehicle based on the amount of equipment that can be re-used from vehicles that are being retired.

|                             |             |
|-----------------------------|-------------|
| <b>Detective Vehicle x1</b> | Ford Taurus |
| Base Price                  | \$23,985    |
| Upfitting and Fees          | \$982       |
| Total for 1 Vehicle         | \$24,967    |

**Total All Vehicles                      \$164,672**

### **Fiscal Impact**

Amount:     \$164,672

Budgeted:   ☒ Yes        ☐ No

Funding Source(s): FY 2020 Capital Equipment Replacement Fund

### **Recommendation**

Recommend approval for purchase of three Chevrolet Tahoe PPVs from Caldwell Country Chevrolet using Buyboard contract #521-16 and one Ford Taurus from Rockdale Ford using Texas SmartBuy contract #070-A1.

### **Attachments**

Vehicle Quotes

**CALDWELL COUNTRY FORD**

DBA ROCKDALE COUNTRY FORD

SMARTBUY 070-A1

End User: CITY OF BELTON

Caldwell Rep: AARON WILEY

Contact: DANIEL AGUIRRE

Phone: 254-613-2482

Phone/email: 254-933-5840/daguirre@beltontexas.gov

Date: Tuesday, September 17, 2019

Product Description: FORD TAURUS SE

email: aaron@caldwellcountry.com

A. Bid Series: 372

A. Base Price: \$ 23,985.00

## B. Published Options [Itemize each below]

| Code                           | Options                    | Bid Price | Code | Options                 | Bid Price |
|--------------------------------|----------------------------|-----------|------|-------------------------|-----------|
| P2D                            | 2018 FWD SEDAN             | INCL      |      | REARVIEW CAMERA         | INCL      |
|                                | 3.5L V6; 6SPD AUTOMATIC    | INCL      |      | CRUISE CONTROL          | INCL      |
|                                | A/C & HEAT; AM/FM/CD RADIO | INCL      |      | SYNC BLUETOOTH          | INCL      |
|                                | CLOTH BUCKETS FRONT        | INCL      |      |                         |           |
|                                | WITH OEM CONSOLE           | INCL      |      | 1 IN STOCK TO THIS SPEC |           |
|                                | CARPET FLOORS              | INCL      |      |                         |           |
|                                | CLOTH REAR SEAT            | INCL      |      |                         |           |
|                                | POWER WINDOWS & LOCKS      | INCL      |      |                         |           |
|                                | KEYLESS ENTRY; KEYPAD      | INCL      |      |                         |           |
|                                | FRONT & REAR MATS          | INCL      |      |                         |           |
|                                |                            |           |      |                         |           |
| Total of B. Published Options: |                            |           |      |                         | \$ -      |

## C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 4.1 %

| Options                          | Bid Price | Options                             | Bid Price |
|----------------------------------|-----------|-------------------------------------|-----------|
| CAP FLEET UPFIT PACKAGE          | \$ 982.00 | BLUE METALLIC                       | COLOR     |
|                                  |           | DUNE CLOTH                          | INTERIOR  |
|                                  |           | ESTIMATED 7-10 BUSINESS DAYS TO CAP | DELIVERY  |
|                                  |           | FLEET                               |           |
|                                  |           |                                     |           |
|                                  |           |                                     |           |
|                                  |           |                                     |           |
| Total of C. Unpublished Options: |           |                                     | \$ 982.00 |

D. \$ -

E. \$ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment: \$ -

J. Additional Delivery Charge: 0 miles \$ -

K. Subtotal: \$ 24,967.00

L. Quantity Ordered 1 x K = \$ 24,967.00

M. Trade in: \$ -

N. \$ -

O. TOTAL PURCHASE PRICE: \$ 24,967.00



QUOTE# 001

## CONTRACT PRICING WORKSHEET

[illegible]



|  |  |                          |
|--|--|--------------------------|
| Subtotal C   |  |                          |
| D Other Price Adjustments (Installation, Delivery, Etc...) |  |                          |
| Subtotal D   |  | INCL                     |
| E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)   |  | \$31,435                 |
| X Quantity Ordered   |  | 3                        |
| Subtotal E   |  | \$94,305                 |
| F Non-Equipment Charges (Trade-In, Warranty, Etc...)       |  |                          |
| BUY BOARD FEE  |  | \$400                    |
| G. Color of Vehicle: BLACK                                 |  |                          |
| H. Total Purchase Price (E+F)                              |  | \$94,705                 |
| Estimated Delivery Date:                                   |  | UNITS CURRENTLY IN STOCK |



# Staff Report – City Council Agenda Item

## **Agenda Item #7**

Hold a public hearing and consider an ordinance on second reading, granting a commercial solid waste collection franchise to SOP Mgmt. LLC dba RedBoxplus of Bell & Williamson Counties.

## **Originating Department**

Administration – Amy M. Casey, City Clerk

## **Summary Information**

A new company, RedBoxplus, is seeking a commercial solid waste franchise from the City. The company anticipates commencing services on November 1, 2019. This franchise is proposed to end on January 26, 2020, in line with all the other commercial solid waste franchises granted by the City. New franchise agreements will be presented to Council for approval at that time.

In accordance with the City Charter, franchise ordinances require two readings and a public hearing. The first reading was on the September 10, 2019, City Council meeting.

## **Fiscal Impact**

The City receives 5% of the Company's total gross receipts from customers as a franchise fee. FY2020 Budget for this franchise fee from all franchised contractors is \$121,550.

## **Recommendation**

Recommend hold the public hearing and approve the ordinance on second reading.

## **Attachments**

**Proposed Franchise Ordinance**

## **ORDINANCE NO. 2019-41**

**AN ORDINANCE GRANTING A FRANCHISE TO SOP MGMT. LLC DBA REDBOXPLUS OF BELL AND WILLIAMSON COUNTIES TO PROVIDE SOLID WASTE COLLECTION SERVICES WITHIN THE CITY OF BELTON; PROVIDING FOR THE SCOPE AND NATURE OF THE OPERATION; PROVIDING FOR THE DISPOSAL OF GARBAGE, SOLID WASTE AND REFUSE; PROVIDING A PROCEDURE FOR THE HANDLING OF COMPLAINTS; PROVIDING FOR A FRANCHISE FEE; REQUIRING INDEMNITY INSURANCE; PROVIDING FOR REVOCATION AND AMENDMENT; PROVIDING FOR PAYMENT OF TAXES BY THE FRANCHISEE; PROHIBITING ASSIGNMENT AND SUBLETTING OF THE FRANCHISE WITHOUT CONSENT; PROVIDING FOR FORFEITURE; AND MAKING OTHER PROVISIONS**

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**WHEREAS**, SOP Mgmt. LLC dba RedBoxplus of Bell and Williamson Counties (the "Company"), operates a solid waste and garbage collection service for municipalities; and

**WHEREAS**, the Company seeks to provide containerized solid waste collection services for industrial and commercial customers within the City of Belton (the "City"); and

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

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

### **SECTION 1. Definitions.**

1.0 For the purposes of this ordinance, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Section 1 or otherwise in this ordinance shall be given their common and ordinary meaning.

1.1 The following words, terms, phrases and their derivations shall, in this ordinance, have the meaning given in this section.

1.1.1 "City Clerk" shall mean the City Clerk or City Secretary of the City.

1.1.2 "City Manager" shall mean the City Manager or City Administrator of the City or his/her authorized designate.

1.1.3 "City Council" or "Council" shall mean the governing body of the City.

1.1.4 "Commercial Hand Collect Unit" shall mean a retail or light commercial type of business, which generates not more than one (1) cubic yard of solid waste per week. This type of customer is served pursuant to the City's residential services contract.

1.1.5 “Containerized Commercial and Industrial Refuse and Waste” shall mean any refuse, rubbish, garbage or waste material that is not Hazardous Waste, Residential Refuse, or a Commercial Hand Collect Unit.

1.1.6 “Customer” shall mean any firm, person, entity, corporation or organization that contracts with the Company for the collection of Containerized Commercial and Industrial Refuse and Waste, whether such service is used by said firm, person, entity, corporation, organization or others.

1.1.7 “Gross Receipts” shall mean the total amount collected by Company from any and all Customers for services rendered under authority of this Franchise.

1.1.8 “Hazardous Waste” shall mean waste in any amount which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste in any amount which is regulated under Federal or State law. For purposes of this agreement, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans and solvents.

1.1.9 “Franchise” shall mean this Ordinance, and all the rights and obligations established herein.

1.1.10 “Residential Refuse” shall mean all household and domestic garbage, trash and rubbish, excluding rubbish and used materials resulting from construction or remodeling work, generated by a person or persons dwelling in a Residential Unit.

1.1.11 “Residential Unit” shall mean a dwelling unit designed for, or, in the normal course of use, occupied by, a person or a family, e.g. a single family house, duplex apartment unit or triplex apartment unit that is situated in a building having less than four such separate residential units. For the purposes of this Franchise, a “Residential Unit” shall not include any mobile home park, apartment building, condominium, nursing home, or similar residential, convalescent or multi-family dwelling, whether of single or multi-level construction, consisting of four or more dwelling units.

1.1.12 “Street” or “Alley” shall mean all publicly dedicated or maintained streets, alleys, easements and rights-of-way, a portion of which is open to use by the public or vehicular travel.

## **Section 2. Grant of Franchise.**

The City hereby grants the Company a non-exclusive license to use the public streets, alleys, roads and thoroughfares within the City for the purpose of operating and engaging in the business of collecting and disposing of Containerized Commercial and Industrial Refuse and Waste; including, but not limited to, contracting with Customers and providing service pursuant to contract therefore, placing and servicing containers, operating trucks, vehicles and trailers, and such other operations and activity as are customary and/or incidental to such business and service.

### **Section 3. Term.**

The term of this agreement shall be for the period beginning September 25, 2019 until January 26, 2020. The Company shall begin performance under this Franchise within thirty (30) days from and after the effective date of this Franchise.

### **Section 4. Scope and Nature of Operation.**

4.0 The Company may collect and deliver for disposal all Containerized Commercial and Industrial Refuse and Waste accumulated within the corporate limits of the City by the Company's Customers and the words "refuse", "garbage", "trash" and "waste" when used in this Franchise are used for convenience and, unless the context shows otherwise, refer to and are limited to Containerized Commercial and Industrial Refuse and Waste. The Company will furnish the personnel and equipment to collect refuse, provide the services described herein, and as contracted for with its Customers, in an efficient and businesslike manner.

4.1 Service Provided - Company shall provide container, bin and other collection service for the collection of Containerized Commercial and Industrial Refuse and Waste according to the individual Customer agreements and applicable City regulations and shall make provision for the special collection of such refuse and waste upon request. The Company shall cause or require its equipment, containers and bins to be kept and maintained in a manner to not cause or create a threat to the public health and shall keep the same in a good state of repair.

4.2 Collection Operation - (a) Save and except as provided in this Section, collection shall not start before 5:00 a.m. or continue after 7:00 p.m. at any location; provided that collections made in a manner that does not cause or result in loud noise, or that are made at a location which will not cause the disturbance of persons occupying the premises or neighboring property, may be made at any time. If the City receives complaints from customers, hours of operation will be subject to a mutually agreeable solution between the Company and the City. Other exceptions to collection hours shall be effected only upon the mutual agreement of the Customer and only when such exception will not result in the disturbance of occupants of the property served or of neighboring properties, or when the Company reasonably determines an exception necessary due to unusual circumstances. Subject to the ordinances and regulations adopted by the Council the frequency of collection shall be determined by each individual Customer agreement.

4.2.1. Holidays - The Company shall observe such holidays as it, in its sole discretion, determines appropriate.

### **Section 5. Vehicles to be Covered and Identified.**

All vehicles used by Company for the collection and transportation of refuse shall be covered at all times while loaded and in transit to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with the Company's name in letters not less than two (2) inches in height.

### **Section 6. Regulation of Containers.**

The Company may rent or lease containers to any Customer within the corporate limits of the City for refuse storage and collection purposes subject to the following requirements:

- (1) All containers shall be constructed and maintained according to good industry practice;
- (2) All containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- (3) All containers, save and except those being used for the purpose of collecting and storing rubble, building and scrap construction materials, shall be equipped with covers suitable to prevent blowing or scattering of refuse and access to the container by animals while the container is at the site designated by the Customer;
- (4) All containers shall be periodically cleaned, maintained, serviced and kept in a reasonably good state of repair: to prevent the unreasonable accumulation of refuse residues; to avoid excessive odor and harborage for rodents and flies resulting from excessive residues remaining after collection of containers; and
- (5) All containers shall be clearly marked with Company's name and telephone number in letters not less than two (2) inches in height. It is further understood and agreed that Company will lease or rent such containers at terms which are fair, reasonable and within the terms and rates authorized from time to time by the City Council.
- (6) All containers shall not be on public rights of way and shall be located so as to not interfere, block, obstruct or impede the normal use of any sidewalk, street, alley, driveway, or fire lane, or to block, obstruct or impede sight distance at street, road or alley intersections.

#### **Section 7. Disposal of Refuse.**

The Company will deliver all Containerized Commercial and Industrial Refuse and Waste collected by it within the City, except for materials which the Company may select for recovery and recycling, to such location as approved by the City Council for refuse disposal purposes. No other location may be used for the disposal of such refuse without the written approval and consent of City. Rules and regulations governing hours of operation and disposal practices at the disposal site, as may be published by the City, will be observed and followed by the Company while engaged in the disposal of refuse pursuant to this Franchise.

#### **Section 8. Franchise and Rental Fees.**

8.1 Franchise Fee - The streets, rights-of-way, and public easements to be used by the Company in the operation of its business within the boundaries of the City as such boundaries now exist and exist from time to time during the term of this License, are valuable public properties acquired and maintained by the City at great expense to its taxpayers, and the City will incur costs to regulate and administer this Franchise. In consideration of such benefits, costs and expenses, the Company shall through the term of this Franchise pay to the City five percent (5%) of the Company's total gross receipts received from Customers pursuant to this Franchise (exclusive of Sales Tax).

8.1.1 Fees Paid Quarterly - The license fee shall be payable quarterly to the City and delivered to the City Clerk or successor in function together with a statement indicating the derivation and calculation of such payment. Each such quarterly payment shall be due on the 15th day of the second month following the end of the quarterly period for which said payment is due and shall be based upon the Company's gross receipts during that same quarterly period. The quarterly payments shall be due on February 15, May 15, August 15 and November 15 of each year during the term hereof, with the February 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior December 31 and being payment for the rights and privileges granted hereunder for said calendar quarter, the May 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior March 31 and being payment for the rights and privileges granted hereunder for said calendar quarter, the August 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior June 30 and being payment for the rights and privileges granted hereunder for said calendar quarter, and the November 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior September 30 and being payment for the rights and privileges granted hereunder for said calendar quarter. For purposes of verifying the amount of such fee, the books of the Company shall at all reasonable times be subject to inspection by the duly authorized representatives of the City. Additionally, the Company shall file annually with the City Clerk, no later than four (4) months after the end of the Company's fiscal year, a statement of revenues. The annual statement shall have been reviewed and certified by an auditor or internal company controller to verify the accuracy of the report attributable to the operations of the Company within the City pursuant to this ordinance. This statement shall present, in a form prescribed or approved by the Council, a detailed breakdown of gross receipts.

8.1.2 No Other Rental Fees - The license fee shall be in lieu of any and all other city-imposed rentals or compensation or franchise, license, privilege, instrument, occupation, excise or revenue taxes or fees and all other exactions or charges (except ad valorem property taxes, special assessments for local improvements, city sales tax, and such other charges for utility services imposed uniformly upon persons, firms or corporations then engaged in business within the City) or permits upon or relating to the business, revenue, franchise, installations and systems, fixtures, and other facilities of the Company and all other property of the Company and its activities, or any part thereof, in the City which relate to the operations of the Company pursuant to this Franchise; provided, that this shall not be construed to prevent the Company from being required to pay the City's fees and charges in effect from time to time for dumping at the landfill.

8.1.3 Credit for Fees Paid - Should the City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay any such licenses, charges, fees, rentals, easement or franchise taxes or charges.

## **Section 9. Collection and Disposal Rates.**

The rates charged by the Company for services provided pursuant to this Franchise shall be determined by contract with the Customer.

## **Section 10. Compliance with Law.**

The Company shall conduct its operations under this Franchise in compliance with the material provisions of all applicable local, state and federal laws, rules and regulations, and with the general specifications contained in this Franchise.

## **Section 11. Insurance Provided by Company.**

11.1 Minimum Coverage Requirements - The Company shall maintain throughout the term of the Franchise, property damage coverage, general liability insurance, and automobile liability insurance for any vehicles owned or operated by Company, with an insurance company licensed to do business in the State of Texas and acceptable to the City, insuring against claims for liability and damages for the benefit of the City. The insurance shall include the City as an additional insured. Property damage coverage insurance under this section shall be a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000). Automobile liability insurance under this section shall at a minimum have limits of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) for bodily injury for each person and Five Hundred Thousand and No/100 Dollars (\$500,000) for each occurrence, and property damage of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) for each occurrence and general liability insurance under this section shall be a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000) for the protection of the public in connection with:

11.1.1 Property Damage - Liability to persons or damages to property, in any way arising out of or through the acts or omissions of Company, its servants, agents or employees or to which Company's negligence shall in any way contribute;

11.1.2 Miscellaneous - Arising out of any claim or invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation;

11.1.3 Contractors - Arising out of Company's operations and relationships with any independent contractor or subcontractor.

11.2 Employer's Liability - The Company shall maintain throughout the term of the Franchise the requisite statutory workers' compensation insurance and a minimum of One Hundred Thousand and No/100 Dollars (\$100,000) employer's liability insurance.



11.3 Approval of Policy - The insurance policy, or policies, obtained by the Company in compliance with this section shall be approved by the City Manager, and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the City Clerk during the term of the Franchise, and shall be changed from time to time to reflect changing liability limits, as reasonably required by the Council. The Company shall immediately advise the Council of any significant litigation, actual or potential, that may develop and would affect this insurance.

11.4 Endorsements - All insurance policies maintained pursuant to this Franchise shall contain the following conditions by endorsement:

11.4.1 Additional Insured - The City shall be an additional insured and the term "owner" and "City" shall include all authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of the City and the individual members, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the City;

11.4.2 Cancellation Notice - Each policy shall require that thirty (30) days prior to a cancellation or material change in policies, a written notice thereof shall be delivered to the City Manager by registered mail;

11.4.3 No City Liability - Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the Company and the City and shall be primary coverage for all losses covered by the policies;

11.4.4 Other Insurance Clause - The policy clause "Other Insurance" shall not apply to the City where the City is an insured on the policy;

11.4.5 No Recourse - Companies issuing the insurance policies shall not have recourse against the City for payment of any premium or assessment.

11.5 Increase Requirements - The City reserves the right to review the Insurance requirements of this section during the effective period of this Franchise and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by the City Manager based upon changes in statutory law, court decisions, or the claims history of the industry as well as the licensee.

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions. (Except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies)

11.6 Certificate - If the City Manager determines that a certificate of insurance is acceptable evidence for insurance coverage, a copy of the endorsement required under the 11.3 above shall be attached to the certificate of insurance.

## **Section 12. Indemnification and Hold Harmless.**

The Company agrees to indemnify, defend, and save harmless the city, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity, arising from the Company's distribution system, or arising from any act of negligence of the Company, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon, and from any and all claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Franchise. The City shall promptly notify the Company of any claim or cause of action which may be asserted against the City relating to or covering any matter against which the Company has agreed, as set forth above, to indemnify, defend and save harmless the City. The Company reserves the right, but not the obligation, to employ such attorneys, expert witnesses and consultants as it deems necessary to defend against the claim or cause of action. The Company by and through the City Attorney, may be granted the right to take, in the event the Company and the City are Co-Defendants in a suit, upon express written approval of the City Attorney of the City, total or partial lead responsibility for the defense of any claim or cause of action. In the event that the City is in control, either totally or partially, of such defense, the Company shall pay all expenses incurred by the City in providing the defense. It is understood that it is not the intention of either the City or the Company to create any liability, right, or claim for the benefit of third parties and this Franchise is intended and shall be construed for the sole benefit of the City and the Company.

### **Section 13. Forfeiture and Termination of Franchise.**

13.1 Material Breach - In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of the Company hereunder in the event of a material breach of the terms and conditions hereof. A material breach by Company shall include, but shall not be limited to, the following:

13.1.1 Fees - Failure to pay the fees set out in Section 8.0;

13.1.2 Telephone Listing - Failure to keep and maintain a telephone listing and office or answering service that is available by telephone without long distance charge during regular business hours for service to the public, and which telephone or office shall, at minimum, provide and maintain the following services:

- (a) Coordinate and provide information concerning deposits, payments and accounts to Customers and prospective Customers;
- (b) Respond to Customer and prospective Customer questions and issues about billings, accounts, deposits and services;
- (c) Coordination with the City with respect to private sector and public works projects and issues related to or affecting to the Company's operation; and

- (d) Immediate response, upon request, to police, fire and other emergency situations in which the public health and safety requires action with respect to or assistance regarding Company's property.

13.1.3 Failure to Provide Services - Failure to materially provide the services provided for in this Franchise;

13.1.4 Misrepresentation - Material misrepresentation of fact in the application for or negotiation of this Franchise; or

13.1.5 Conviction - Conviction of any director, officer, employee, or agent of the Company of the offense of bribery or fraud connected with or resulting from the award of this Franchise.

13.2 Operation Information - Material misrepresentation of fact knowingly made to the City with respect to or regarding Company's operations, management, revenues, services or reports required pursuant to this Franchise.

13.3 Economic Hardship - Company shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

13.4 Forfeiture and Proceedings - Any unwarranted and intentional neglect, failure or refusal of the Company to comply with any material provision of this Franchise within thirty (30) days after written notice from City setting forth the specific provision and noncompliance, said notice to be mailed to Company at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of this Franchise, and the City Council, upon notice to Company and hearing, may, for good cause declare this Franchise forfeited and exclude Company from further use of the streets of the City under this Franchise, and the Company shall thereupon surrender all rights in and under this Franchise.

13.4.1 Proceedings - In order for the City to declare a forfeiture pursuant to Sections 13.1, 13.4 or 13.4.3, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If such violation by the Company continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the Council may take under consideration the issue of termination of the Franchise. The City shall cause to be served upon Company, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination and the time and place of the meeting. Notice shall be given of the meeting and issue which the Council is to consider.

13.4.2 Hearing - The Council shall hear and consider the issue, hear any person interested therein, and shall determine whether or not any violation by the Company has occurred.

13.4.3 Forfeiture - If the Council shall determine that the violation by the Company was the fault of Company and within its control, the Council may declare the Franchise

forfeited and terminated, or the Council may grant to Company a period of time for compliance.

#### **Section 14. Transfer, Sale or Conveyance by Company.**

The Company shall not transfer, assign, sell or convey this Franchise without the prior approval of the Council expressed by ordinance; provided that this section shall not apply to vehicles, replacements, maintenance, upgrades or modifications of equipment, machinery, containers and buildings by Company for the purpose of maintaining and continuing its operation within the City; and provided further that Company may, in its sole discretion and upon written notice to the City, transfer, assign, sell or convey this Franchise to a wholly owned subsidiary of the Company.

#### **Section 15. Foreclosure.**

Upon the foreclosure or other judicial sale of all or a substantial part of the assets and property of the Company used for and dedicated to providing service pursuant to this Franchise, the Company shall notify the City of such fact, and such notification shall be treated as a notification that a change in control of the Company has taken place and the provision of this Franchise governing the consent of the Council to such change in control of the Company shall apply. Upon the foreclosure or judicial sale, or the leasing of all or a substantial part, of the property and assets of the Company dedicated to and used for the purposes of providing service pursuant to this Franchise, without the prior approval of the Council, the Council may, upon hearing and notice, terminate this Franchise.

#### **Section 16. Receivership and Bankruptcy.**

16.1 Cancellation Option - The Council shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, other action or proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, unless:

16.1.1 Trustee Compliance - Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; or

16.1.2 Trustee Agreement - Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Company.

#### **Section 17. Retention of City Police Powers.**

The City retains and reserves all of its police powers and the rights, privileges, and immunities that it now has under the law to regulate, patrol and police the streets and public ways within the City, and the granting of this Franchise shall in no way interfere with the improvements to, or maintenance of, any street, alley or public way, and the rights of the City to use said streets, alleys and public ways.

**Section 18. Amendments of City Ordinances and Regulations.**

The City reserves the right and power, pursuant to its police power, after due notice to Company, to modify, amend, alter, change or eliminate any rules, and regulations of the City, and to impose such additional conditions, that are not inconsistent with the rights granted by this Franchise, upon the Company and all persons, firms or entities of the same class as the Company, as may be reasonably necessary in the discretion of the City Council to preserve and protect the public, health, safety and welfare and/or insure adequate service to the public.

**Section 19. Taxes.**

The Company shall promptly pay all lawful ad valorem taxes, levies and assessments, if any, that are imposed upon the Company. Absent an administrative or judicial challenge, or appeal, the failure to pay any such tax, levy or assessment shall be a breach of this Franchise.

**Section 20. 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

**SOP MGMT. LLC DBA REDBOXPLUS OF BELL AND WILLIAMSON COUNTIES** (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 commercial and industrial refuse and solid waste collection and disposal system within the City as said license is set forth and provided in Ordinance No. \_\_\_\_\_ (the "Ordinance"). The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Franchise.

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

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

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

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

**Section 21. Public Necessity.**

The Council hereby finds and declares that the public welfare, convenience and necessity require the service which is to be furnished by the Company.

**Section 22. Affirmative Action by Company.**

22.1 Applicable Law - Company shall adhere to affirmative action practices within the City and Company shall adhere to all federal, state and local rules and laws pertaining to discrimination, equal employment and affirmative action.

22.1.1 Equal Employment - Company shall provide equal employment opportunity to minorities, women and the disabled at all levels and in all phases of operation. In addition, the Company shall promulgate an affirmative action policy which shall cover, in addition to employment, training, purchasing, and the employment of subcontractors. Company shall establish affirmative action goals and timetables to achieve its affirmative action policies. These goals shall reflect the percentage of minorities, women and disabled within the City.

22.1.2 Plan and Policy - Company shall at all times provide the City with a copy of its current affirmative action policy and its affirmative action goals and timetables.

22.1.3 Compliance - Company shall make all reasonable efforts to comply with its affirmative action commitments.

**Section 23. Severability.**

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

**Section 24. Captions and Headings.**

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

**Section 25. No Suspension of Laws.**

All provisions of the ordinances of the City as now existing or as may be amended from time to time and all provisions of the statutes of the State of Texas applicable to general law cities shall be a part of this Franchise as fully as if the same had been expressly stated herein, and said City retains and may exercise all of the governmental and police powers and all other

rights and powers not directly inconsistent with the terms, conditions and provisions of this Franchise.

**Section 26. Peaceful Enjoyment.**

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

**Section 27. 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 28. Endorsements and Records.**

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

PASSED AND APPROVED on first reading, the 10<sup>th</sup> day of September, 2019.

**PASSED AND APPROVED** on second and final reading the 24<sup>th</sup> day of September, 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 and adopted by the City Council of the City of Belton, Texas, on the 24th day of September, 2019, by a vote of \_\_\_\_ votes for the Ordinance and \_\_\_\_ votes against the Ordinance.

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Amy M. Casey  
City Clerk

\_\_\_\_\_ accepted the foregoing Franchise by written instrument filed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Amy M. Casey  
City Clerk





# Staff Report – City Council Agenda Item

## Agenda Item #8

Hold a public hearing and consider an ordinance on first reading, granting Waste Management of Texas, Inc., the exclusive right and privilege for residential and small commercial solid waste collection, disposal and recycling services.

### Originating Department

Administration – Amy M. Casey, City Clerk

Finance – Susan Allamon, Interim Director of Finance

### Summary Information

The City currently contracts with Waste Management of Texas for residential and small commercial solid waste collection/disposal and recycling. The current contract, awarded in 2013, is for a term of five years with two 1-year renewal options. The initial term ended in December 2018, and the first of the 1-year renewals ends in December 2019. Earlier this year, Council gave direction to Staff to begin the Request for Proposals (RFP) process to secure a new contract for residential and small commercial solid waste and recycling services beginning January 2020.

The City solicited proposals in July of this year, and proposals were received from Frontier Waste Systems, Texas Disposal Systems, Waste Connections and Waste Management. A proposal review committee comprised of Mayor Pro Tem Wayne Carpenter, Councilmember David K. Leigh, City Manager Sam Listi, Assistant City Manager/Chief of Police Gene Ellis, Interim Director of Finance Susan Allamon, City Clerk Amy Casey, Assistant Director of Public Works Jeremy Allamon, as well as citizen representative Brandon Bozon, reviewed the proposals received. The committee unanimously believes that Waste Management's proposal provides the best value for the citizens of Belton.

Staff is completing contract negotiations with Waste Management, and the proposed draft contract is the result of the ongoing negotiations. Key differences between the current contract and the proposed contract include:

- The current monthly fee for residential is \$17.16 per customer for weekly curbside trash service including bulky waste (3 items outside the container limited to 50 pounds each), with bi-weekly recycling, and Household Hazardous Waste service. The proposed new fee for services will be \$17.34 for weekly curbside trash service, monthly curbside bulky waste collection (up to 4 CY limited to 50 pounds per item, to include ALL sizes of mattresses and couches, regardless of weight), with bi-weekly recycling, and Household Hazardous Waste service. Items placed outside the polycart will not be picked up with weekly trash service as they are considered bulky waste and will be collected on a

monthly basis. The proposed fee also includes a bi-monthly Bulk Event at the Public Works Yard utilizing four Waste Management Staff and two City Staff to work the event.

- Small commercial customers will see an increase in their rates for weekly trash service and bi-weekly recycling. The current monthly rate is \$37.10, and the proposed rate is \$42.15.
- The contract includes an option to discuss the continuation of recycling services each year to ensure that it is financially feasible for the City.
- Each customer will continue to use a 96 gallon polycart for solid waste collection and a separate 96 gallon polycart for recycling, as previously provided by Waste Management. The cost for additional recycling polycarts will increase from \$5.62 to \$6.18 per polycart, while the additional solid waste polycart charge remains unchanged at \$6.18.
- Potential rate adjustments, including fuel price adjustments and increases in base rates due to inflation (as determined by adjustments to the Consumer Price Index) are at the same terms as the previous contract. Rate adjustments tied to fuel prices and inflation cannot occur in the first year of the contract.
- Waste Management is increasing the scholarship dollars they provide from \$2,000 per year to \$4,000 per year.
- Public education for the recycling program, hazardous household waste and bulky waste is required to be performed in partnership with the Contractor.

### **Additional Information**

Council will have the opportunity to adjust monthly bulky waste collection service to a weekly schedule at an increase per residential customer of \$2.30 per month should the monthly collection prove to be insufficient. This adjustment is allowed in the first year of the contract, and possibly during the renewal periods following the initial 5-year agreement (pending WM approval of suggested contract revision).

Brush collection is not part of this contract except for small limbs measuring four feet or less in length and four inches or less in diameter; the City will continue its existing brush collection program for larger limbs at the current rate of \$3 per customer per month.

Three Creeks residents will be allowed to participate in the bulk waste events (following a contract amendment with Bell County Municipal Utility District #1) upon presentation of a current water bill.

### **Fiscal Impact**

Amount: Estimated \$154,350 contract fee revenue annually for first year, with increases for CPI and number of customers anticipated in ensuing years.

Budgeted: ☒ Yes ☐ No

This contract is effective January 1, 2020. The anticipated monthly billings for solid waste services are \$107,188 or \$1,286,250 annually, which is the amount in the General Fund FY2020 proposed budget for solid waste revenue (billings), and solid waste expenditures (WM contract). The billing and collection fee is budgeted at 12% of projected billings, or \$154,350.

### **Recommendation**

The Charter requires two readings, as well as a public hearing, for franchises. Therefore, Staff recommends that Council conduct the public hearing, adopt the ordinance on first reading. The second reading of the ordinance is scheduled for October 8, 2019.

The term of the proposed contract is for five (5) years, with the option for two (2) 1-year contract renewals, upon mutual agreement of the parties.

### **Attachments**

Proposed Ordinance and Contract

## **ORDINANCE NO. 2019-50**

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

---

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

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

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

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

### **Section 1. Agreement.**

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

### **Section 2. Acceptance by Company.**

Within fifteen (15) days after the passage of this Ordinance, 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

Waste Management of Texas, Inc. (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the franchise to operate a residential and small commercial solid waste collection and disposal system within the City as said franchise is set forth and provided in Ordinance No. 2019-49 (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 Name: \_\_\_\_\_

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

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

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

### **Section 3. Open Meetings.**

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

### **Section 4. Endorsements and Records.**

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

PASSED AND APPROVED on first reading, the 24<sup>th</sup> day of September, 2019.

**PASSED AND APPROVED** on second and final reading the 8<sup>th</sup> day of October, 2019.

### **CITY OF BELTON**

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

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

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

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

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the 8th day of October, 2019, by a vote of \_\_\_\_ votes for the Ordinance and \_\_\_\_ votes against the Ordinance.

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

\_\_\_\_\_ accepted the foregoing Franchise by written instrument filed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

WM Draft 09.17.19

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City Draft 09.20.19

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## MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Belton, Texas ("City"), a municipal corporation, acting by and through its duly authorized City Manager, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

### WITNESSETH:

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

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

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

### 1. DEFINITIONS:

~~1.01. Additional Item(s): White Goods, Bulky Waste, Brush, Bags, or additional Waste that is safely bagged, boxed, or bundled and that is generated by a Residential Unit. Except for White Goods, an Additional Item must weigh fifty (50) pounds or less. Each Additional Item must be a "one-way" item meaning that the Contractor will place the entirety of each Additional Item directly into the collection vehicle and nothing will be returned to the curb.~~

Commented [AC1]: No longer collecting "Additional Items"

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~~1.02.~~1.01. **Bags:** Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed thirty-five (35) pounds. Each Bag shall not exceed thirty (30) gallons.

Commented [SA2]: Why 30 gallon limit?

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~~4.03.1.02.~~ **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials at a Residential Unit. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length or four (4) inches in diameter, and specifically excludes debris resulting from services of a Commercial Service Provider. Brush must not be loose, and must be placed in a Bag or securely tied in a bundle and shall not exceed fifty pounds in weight.

~~4.04.1.03.~~ **Bulky Waste:** White goods, furniture, auto parts, ~~Brush~~, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods. No Bulky Waste item shall weigh more than 50 pounds, except for couches or mattresses. All White Goods are excluded from Bulky Waste.

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~~4.05.1.04.~~ **City:** The City of Belton, Texas.

~~4.06.~~ **Commercial Unit:** ~~All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.~~

~~4.07.1.05.~~ **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than two (2) cubic yards of Solid Waste and/or Recyclable Materials per week.

~~4.08.1.06.~~ **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

~~4.09.1.07.~~ **Commercial Service Provider:** ~~A commercial service provider or business enterprise that provides services to Residential Units~~business enterprise that provides services to Residential Units.

~~4.10.1.08.~~ **Construction and Demolition Debris:** ~~Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.~~

~~4.14.1.09.~~ **Contract Administrator:** ~~That person, or his designee, designated by the City to administer and monitor the provisions of~~

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this Agreement.

~~4.12.1.10.~~ **Contract Documents:** This Agreement, the Request for Proposals, Instructions to Proposers, Contractor's Proposal, General Specifications, the Contractor's Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor in writing.

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~~4.13.1.11.~~ **Contractor:** Waste Management of Texas, Inc. and any affiliated company or subsidiary.

~~4.14.1.12.~~ **Customer:** The owner or tenant of a Residential Unit or Commercial Hand Collect Unit or Institutional Unit located within ~~the City service area covered by this Agreement~~, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

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~~4.15.1.13.~~ **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

~~4.16.1.14.~~ **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.

~~4.17.1.15.~~ **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

~~4.18.1.16.~~ **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.

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~~4.19.1.17.~~ **Industrial Unit or Commercial Unit:** ~~—All commercial businesses, industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City. —Commercial Hand Collect Units are excluded from this definition.~~

~~4.20.1.18.~~ **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

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~~4.24.1.19.~~ **Institutional Unit:** A church or a non-profit association

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located within the City limits.

4.22.1.20. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in the Texas Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

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4.23.1.21. **Polycart or Cart(s):** A rubber-wheeled receptacle with a ~~maximum~~ capacity of 90 to 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste or recycling collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

4.24.1.22. **Recyclable Material(s):** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. The list of acceptable Recyclable Materials that Contractor will collect is set forth in Section 5.05 below.

4.25.1.23. **Recycling:** Capturing, diverting, and processing Recycling Materials for reuse.

4.26.1.24. **Recycling Polycart or Recycling Cart:** A Polycart in which a Residential Unit, Institutional Unit, or Commercial Hand Collect Unit shall deposit its Recyclable Materials.

4.27.1.25. **Residential Door-to-Truck Service Customer:** Commonly referred to as "back door" service; a Residential Unit Customer class that places their Solid Waste for collection outside of the backyard fence at or near their garage or carport. In no event shall Carts or ~~Additional Items~~ **Bulky Waste** be placed inside fenced

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areas occupied by animals. Contractor may refuse to provide Door-To-Truck Service if the location of the Carts or ~~Additional Items~~ **Bulky Waste** exceeds one hundred fifty feet (150') from the curb line or edge of pavement.

~~4.28.1.26.~~ **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising one family unit dwelling, but not exceeding four units, which includes a single family dwelling, a two-family duplex, triplex or quad-plex, a mobile home except mobile homes located within a mobile home park as designated in the City's zoning ordinances. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of a maximum of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

~~4.29.1.27.~~ **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit or Small Commercial Hand Collect Unit.

~~4.30.1.28.~~ **Refuse or Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit) that fits into a Polycart. ~~Refuse or Rubbish~~ that is too large or heavy to fit into a Polycart may constitute Bulky Waste and must adhere to the size and weight limitations contained in those definitions herein.

~~4.31.1.29.~~ **Single-Stream Recycling:** - A recycling collection method in which all unsorted or commingled Recyclable Materials are deposited by the Customer into one Recycling Container set curbside and then placed in the collection vehicle in a commingled state until processed at a MRF (Material Recovery Facility) specially designed for sorting and processing commingled loads of Recyclable Materials.

~~4.32.1.30.~~ **Small Carts:** A rubber-wheeled receptacle with a maximum capacity of 65 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste or recycling collection systems, and having a tight fitting lid capable

of preventing entrance into the container by small animals. The weight of a Small Cart and its contents shall not exceed 150 pounds.

~~4.33~~1.31. **Solid Waste or Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) ~~Solid~~ Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the applicable state or federal agency, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or
- d) Unacceptable Waste.

~~4.34~~1.32. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

~~4.35~~1.33. **Stable Matter:** All manure and other waste matter normally

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accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

~~4.36-1.34.~~ **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

~~4.37-1.35.~~ **Unusual Accumulations:** As to Residential Units or Commercial Hand Collect Units, any Waste placed for collection in excess of the volumes permitted by this Agreement under Section 5.01(a) below.

~~4.38-1.36.~~ **White Goods:** —Refrigerators, stoves and ranges, water heaters, freezers, and other similar domestic and commercial large appliances. All White Goods must be free of CFCs.

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

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste, and collection of Recyclable Materials from Residential Units, Institutional Units, and Commercial Hand Collect Units, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or served by City. The service area shall include Municipal Utility Districts that the City agrees to serve.

3. **TERM:**

The term of this Agreement shall commence January 1, 2020 ("Commencement Date"), and continue to remain in full force and effect for a period of five (5) years; and may be extended for two additional one (1) year terms upon both parties' mutual written agreement.

4. **RATES:**

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

5. **CONTRACTOR SERVICES:**

5.01. **Residential Collection**

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

- (i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart or Small Cart one time per week during the term of this Agreement. The Polycart or Small Cart shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and the City that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. Contractor shall have no obligation to collect Waste from corrals (i.e., enclosed areas) at a Residential Unit.
- (ii) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit one time per week. ~~—A Commercial Hand Collect Unit Customer must place all Waste in the Polycart(s). —Contractor shall have no obligation to collect Additional Items—items not contained within the Polycart, set out by Commercial Hand Collect Unit Customers.—~~ The Polycart(s) shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and the City that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.
- (iii) All Construction Debris generated at a Residential Unit shall be subject to the Bulky Waste ~~and Additional Items~~ definitions and collection limitations set forth in this Agreement. Construction Debris generated at a Residential Unit by a Commercial Service Provider shall generally be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below, but so long as such Construction Debris meets the collection and definition limitations in this Agreement and poses no safety or injury threat to Contractor's workers, Contractor will collect such items properly placed curbside by a Residential Unit Customer.
- (iv) Contractor will provide Residential Door-To-Truck back door Waste and Recyclable Materials collection for Residential

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Customers that the City determines have demonstrated a need or hardship necessitating this special service. The City has sole responsibility for determining which Residential Unit Customers qualify for this back door service, and the City will provide Contractor with a list of qualifying Customers' addresses. —The Contractor will provide back door service to those Customers who qualify based on need at the standard Base Rate.

- (v) Contractor will provide Residential Door-to-Truck back door service for Residential Unit Customers who are not disabled or have no hardship, but who are willing to pay an additional charge for this household back door service rather than standard curbside service. Such Customers shall be provided the standard sized Carts for Waste and Recyclable Materials. —The City must approve and provide this Residential Door-to-Truck Customer list to Contractor. Contractor will provide back door service to these Customers at the Residential Door-to-Truck Service rate —provided in Schedule “A.”

- (b) **Bulky Waste Collection:** Contractor shall collect a maximum of four (4) cubic yards of Bulky Waste at a Residential Unit on a monthly basis. Contractor has no obligation to collect more than the four cubic yard limit. During the first year of this Agreement ~~—and at the extension consideration(s)~~ only and upon providing at least 60 days' advance written notice to Contractor, the City has the right to request that Contractor begin collecting Bulky Waste once per week at each Residential Unit. The Base Rate will increase by two dollars and thirty cents (\$2.30) ~~(subject to modifications in accordance with Section 11 of this Agreement)~~ per Residential Unit per month if Bulky Waste collection moves from once per month collection to once per week per the preceding sentence. :

- (c) **Residential Recyclables Collection:** Contractor shall provide Single Stream Recycling collection services to Residential Units once every other week. Contractor shall not be required to collect any Recyclable Materials that are not placed in the Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the Waste. If a Recyclable Materials load collected within the City by Contractor is contaminated with Waste or the Recyclable Materials are damaged or cannot be safely or effectively processed by the MRF, the Contractor will properly dispose of the contaminated load materials.

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- (d) **At Your Door Collection:** Contractor agrees to continue providing the residential door-to-door household hazardous waste collection service that is currently being provided pursuant to the terms set forth in **Schedule "D."**

(e) **Carts:**

- (i) Contractor shall provide one (1) Waste Polycart and one (1) Recycling Polycart to each Residential Unit at the commencement of this Agreement. Waste and Recyclable Materials Polycarts (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. —The City shall aid Contractor in resolving problems of Cart location by the Customer. —Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.
- (ii) Contractor shall not be required to collect (i) any Residential Waste or Recyclable Material that does not meet the requirements in Section 5.01(a), (ii) any Residential Waste from an overloaded Polycart, or (iii) a Polycart that is not properly placed curbside.
- (iii) Contractor agrees to provide new Commercial Hand Collect Units with a Waste Polycart once notified by the City of the Customer's need and address. —The Commercial Hand Collect Customer shall place the Polycart for collection in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. —Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.
- (iv) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no ownership interest in the Carts. —The Carts shall remain at the location of the Residential Unit, Institutional Unit, or Commercial Hand Collect Unit where delivered by

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Contractor. The Contractor will be responsible for repairing damaged carts, including damage caused by normal wear and tear or Contractor's handling of the equipment. If a Cart is damaged beyond repair, the Contractor will provide a replacement Cart to the Customer location. -The Customer shall not overload (by weight or volume) a Polycart and shall use the Polycart only for its proper and intended purpose. Additional Carts for Recyclable Materials and for Waste are available for Residential Unit and Commercial Hand Collect Customers at an additional charge to be paid by the Customer. -Any Cart removed from a Customer location shall be deemed lost, and Contractor shall be entitled to compensation therefor. In the event a Cart should be lost or stolen, Contractor agrees to replace such lost or stolen Cart with a new Cart, at a cost of \$70.00, which Contractor will include on its bill to the City.

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

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- 5.03. **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations, and may charge for the collection of any Unusual Accumulations.

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

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

- (a) Contractor shall provide every other week collection of Recyclables placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

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(b) **Recyclables Specifications.** The following are materials that Contractor will accept in the recycling program. Recyclables must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

|  |  |
|--|--|
| Aluminum cans  | Newspaper  |
| PET bottles with the symbol #1 – with screw tops only  | Mail   |
| HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)                                       | Uncoated paperboard (ex. cereal boxes; food and snack boxes) |
| Plastic bottles and tubs with symbol # 5 - empty   | Uncoated printing, writing and office paper                  |
| Steel and tin cans   | Old corrugated containers/cardboard (uncoated)               |
|  | Magazines, glossy inserts and pamphlets                      |
| Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils |  |

**NON-RECYCLABLES** include, but are not limited to the following:

|   |   |
|---|---|
| Plastic bags and bagged materials (even if containing Recyclables)                                  | Microwavable trays  |
| Porcelain and ceramics; Mirrors, window or auto glass   | Glass food and beverage containers – brown, clear, or green                   |
| Light bulbs   | Coated cardboard  |
| Soiled paper, including paper plates, cups and pizza boxes  | Cartons, Aseptic Containers   |
| Expanded polystyrene  | Coat hangers  |
| Glass and metal cookware/bakeware   | Household appliances and electronics,   |
| Hoses, cords, wires   | Yard waste, construction debris, and wood                                     |
| Flexible plastic or film packaging and multi-laminated materials                                    | Needles, syringes, IV bags or other medical supplies                          |
| Food waste and liquids, containers containing such items  | Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)               |
| Excluded Materials or containers which contained Excluded Materials                                 | Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils |
| Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension | Propane tanks, batteries  |

(c) Contractor will deliver the Single Stream Materials to the City of Temple Transfer Station ("TS") for handling, sorting and processing. If the TS imposes new charges or increases charges for the materials delivered by Contractor under this contract, such charges are "pass-on" costs that Contractor has the right to pass-on to the City. The TS may reject, in whole or in part, or process materials not meeting the Recyclables specifications, and the City shall pay or reimburse Contractor for any disposal costs or other expenses that the TS incurs and passes through to Contractor due to non-conforming materials (i.e., trash and contamination) collected under the contract. The City acknowledges that Contractor may face unforeseen charges or increases that the TS passes-on based on the

**Commented [SA4]:** What are the asterisks indicating?

Consider reworking alignment to eliminate empty fields (newspaper can go under Steel and Tin, Uncoated paperboard can move up one field and the Plastics can go in the Uncoated paperboard slot and delete the now empty bottom row.

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**Commented [SA5]:** Perhaps just state Glass, instead of naming only certain types of glass

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**Commented [SA6]:** Are utensils recyclable or not? Included in the Plastics category under Recyclable and also in this Non-Recyclable section.

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recycling market, the quality of the materials collected, and/or uncontrollable circumstances. Contractor reserves the right upon notice to the City to discontinue acceptance of any category of Recyclables that the TS will no longer accept due to market conditions related to such material.

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(d) The City ~~and Contractor each~~ has the right, in its sole discretion, to terminate the recycling program included in this Agreement by providing the other party with at least 45 days' written notice. If Contractor is no longer obligated to collect recyclables from any customers under this Agreement, then Contractor shall offer an adjustment to the existing Base Rate(s) that corresponds to the elimination of recycling services. Any such adjustment shall be mutually agreed upon by both parties.

(e) Contractor will assist the City in providing public education regarding the recycling program. Contractor shall add Recyclables information labels to all existing Recycling Polycarts prior to commencement of this Agreement to assist in educating customers in acceptable materials.

5.06 **Bulk Waste Collection Events.** Every other month (i.e., 6 times annually), Contractor agrees to provide the City with a maximum of five (5) 30-yard roll-off containers at a location mutually agreed to by Contractor and City for ~~City residents~~residents who live in the service area covered by this agreement to drop-off Bulky Waste items. Each event will be held on a Saturday. The Contractor will provide the City with four individuals to staff the event for a total of four consecutive hours per Contractor employee. Each roll-off container will only be hauled once at the end of the event. ~~The per hour rate for each individual provided by Contractor for each event and t~~The haul rate for additional the roll-off containers is set out in **Schedule A** attached. No delivery or disposal charges will apply. The rates for the Bulky Waste Collection Events are subject to the rate adjustment language contained in section 11 of this Agreement.

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

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## **6. COLLECTION OPERATION:**

~~6.~~

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

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shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

- 6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. ~~City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.~~ If the routes established under this Agreement differ from the existing routes, Contractor will include a flyer with the route maps and collection information in the City's utility billing statements prior to new route commencement, at the Contractor's expense. Contractor will also provide the City with content regarding the new routes for use on the City's website and social media accounts.

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

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

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

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- 6.04. **Complaints:** Customer complaints ~~shall may either~~ be directed by the City to Contractor or received by the Contractor directly from the customer, and Contractor shall commence to resolve such complaint within one (1) business day. ~~Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, which indicates the date/hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. Such log will be available to the City at its request. Any alleged missed pickups will be investigated, and if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts~~

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or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste or Recyclable Materials. The log of complaints shall be provided to the City's designated representative(s) on a weekly basis for review and administrative charge enforcement.

~~A customer unresolved complaint must be in writing and dated and signed by the customer, then mailed or e-mailed or presented to the City Manager or designated representative for action. The City shall then in writing notify If a customer complaint remains unresolved after the timeline stated above, the City shall provide written notice to the Contractor of the unresolved customer complaint for action. The Contractor shall then have three (3) days for a remedy or offer appropriate explanation and/or plan for resolution.~~

- 6.05 Administrative Charges:** The City may assess and withhold the following administrative charges from payment owed Contractor as provided below. No administrative charges will be imposed during or as a result of a Force Majeure event or a Disaster Event. Prior to deducting any administrative charges from payments due to the Contractor, the City shall provide Contractor with written notice and details of all claims giving rise to any charges it plans to assess, and allow the Contractor to respond or disprove the claims event. Contractor shall send its response and/or proof to the City within 14 days after receipt of notice. If Contractor fails to respond to the City's notice of claimed administrative charges or fails to provide information refuting the claim, then the City may automatically deduct the total charge from the payment due to the Contractor.

| <u>Act/Omission</u>  | <u>Administrative Charge Amount</u>                                      |
|--|--|
| Failure to collect Residential Waste that was timely set out and verified by Contractor as missed within one business day (excluding Saturday and Sunday). | <u>\$25.00 each incident to a maximum of \$250.00 per truck per day.</u> |
| Failure to clean up Waste or Recyclables caused by Contractor (not due to overfilled containers).  | \$25.00 per incident   |
| Failure to timely respond to a Customer complaint  | \$50.00 per incident <u>per day</u>                                      |
| Failure to maintain vehicle in manner that prevents nuisances such as leaky seals or hydraulics  | \$100. <u>00</u> per incident  |

- 6.06. Collection Equipment:** Contractor, at its sole cost and expense,

**Commented [SA7]:** It should not require additional effort on the citizen's part to get a missed pickup or other service issue resolved by requiring them to write a complaint, sign it (preventing notification via email message) and deliver it to the City. They are already inconvenienced by the issue; no need to further inconvenience.

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**Commented [SA8]:** Maximum needs to be higher or consider a tiered charge based on number of locations missed. This is the equivalent of only 10 homes in one day. We've had entire streets missed before, which is much more than 10 homes.

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agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City Agreement service area nor while in route to the Disposal Site.

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

6.07. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

6.08. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

6.09. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. -Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.10. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used

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to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. -Vehicles shall not be overloaded so as to scatter Refuse.

- 6.11. **Point of Contact.** All dealings and contacts between Contractor and the City shall be directed between the Public Sector Representative of Contractor, or the Route Manager of Contractor, or such other individual identified by Contractor, and the City's contact, the Utilities Billing Supervisor, and, the City's Public Works Director, or such other individual identified by the City.

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## 7. COMMUNITY INVESTMENT PROGRAM SERVICES:

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

- a. **Education:** A Joint Scholarship of \$4,000.00 annually to a graduating senior(s) at a public high school, private school, or home school who is a current resident of the City and who will attend a two year or four year college or technical school the next fall or summer. -The recipient will be selected by the City, and Contractor will have the right to attend and/or present the award to the recipient. The City maintains the discretion to decide the number of recipients the annual scholarship will be allocated among each year.
- b. **Community:** Contractor shall provide a Recycling Education Grant in the amount of \$1,000.00 annually made payable to the City. -The Contractor shall provide a Recycling Encouragement Grant of \$1,000.00 annually made payable to the City.
- c. **Beautification:** The Contractor shall sponsor a Beautification Project each year, to be selected by Contractor, in the amount of \$1,000.00 in cash or services annually. Contractor shall participate annually in the City Annual Clean-up Event by contributing \$1,000.00 for volunteers' t-shirts and/or lunch in cash or in-kind services performed. Contractor shall provide a maximum of three (3) thirty-yard roll-off containers for the Annual Clean-up Events as determined by the City, not to exceed two (2) events per year.
- d. None of these contributions shall be carried over to the next year. If the City fails to take advantage of or use the funds or services under this Section 7 in any one year, those funds and/or services shall not be carried over to additional years.

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## 8. CITY FACILITIES COLLECTION:

Contractor agrees to provide containerized Waste collection and recycling to the City facilities at no charge. The City facilities, addresses, and service levels that Contractor will provide are set forth in **Schedule B** attached hereto. Additional City facilities and locations may be added at no additional charge during the term of the Contract upon at least seven (7) days written notice to the Contractor.

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Contractor agrees to provide a ~~20-30~~ cubic yard or greater size roll-off container at the City Public Works Facility to be used for collection by City crews of random bulky waste discarded in City rights of way, alleys, streets, etc. The roll-off container shall be provided at no fee to the City, with the City to pay the disposal tipping fees for Waste collected in the container and disposed.

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#### 9. LICENSE AND TAXES:

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

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#### 10. BILLING:

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

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

(c) The City shall be entitled to a twelve percent (12%) franchise fee (the "Franchise Fee") for the services rendered by Contractor hereunder. -Contractor's rates, as reflected in Schedule "A," include the City's Franchise Fee. -The Contractor's monthly invoice to the City shall reflect the Franchise Fee as a deduction from the invoice as calculated in Section 10(a) above.

#### 11. MODIFICATION TO RATES:

11.01 ~~CPI Adjustment~~. Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), until January 1, 2021. Commencing on January 1, 2021, and continuing annually on each anniversary date of the Commencement Date of this Agreement, upon 60 days' notice to the City, Base Rates for services shall be adjusted by 80% of the percentage that the Consumer

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

11.02 **Fuel Adjustment.** Beginning on January 1, 2021 and annually on each January 1 thereafter, the Base Rates shall be adjusted by 20% of the average percentage that the price of diesel fuel has increased or decreased from the most recently available period prior to the 60 day notice period Contractor provides to the City. The average will be computed by calculating the changes in diesel fuel price as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE") Weekly Retail On Highway Diesel Prices for the Gulf Coast each month during the 12 month period of measurement. The EIA/DOE currently publishes these prices on their website.

11.03. **CPI/Fuel Adjustment Annual Cap.** Contractor agrees that the annual CPI/Fuel Adjustment increase will not exceed five percent (5%) in any one year regardless of the index values.

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

## 12. CITY'S OBLIGATIONS:

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

- (a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;

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

**Commented [SA10]:** Section 8 address City facilities. What section is this supposed to be referencing?

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#### 13. COMPLIANCE WITH LAWS:

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

#### 14. OFFICE:

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

#### 15. ENFORCEMENT:

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

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the terms of this Agreement.

**16. TRANSFERABILITY OF AGREEMENT:**

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

**17. LANDFILL CAPACITY:**

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

**18. TERMINATION:**

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

**19. DISPUTE RESOLUTION:**

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

**20. FORCE MAJEURE:**

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

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

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

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

(d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification, reauthorization, or change in interpretation or enforcement after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling after the effective date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting —a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, foreign, <sup>6</sup>State, county, or other tax law or workers compensation law shall not be a Change of Law. —However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

## 21. EVIDENCE OF INSURANCE:

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

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a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

**Minimum Limits of Insurance:**

| Type Coverage   | Per Occurrence or Incident Minimum | General Aggregate |
|---|------------------------------------|-------------------|
| Workers Compensation  | Statutory Limits                   | Statutory         |
| Employer's Liability  | \$1,000,000                        | \$2,000,000       |
| Commercial General Liability<br>Includes bodily injury and property damage  | \$1,000,000                        | \$2,000,000       |
| Pollution Legal Liability   | \$1,000,000                        | \$2,000,000       |
| Commercial Auto Liability<br>Bodily Injury and Property Damage  | \$1,000,000                        | \$1,000,000       |
| Umbrella Policy (provides coverage on top of Employer's Liability, Commercial General Liability, and Commercial Auto Liability) | \$15 million                       | \$15million       |

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**22. INDEMNITY:**

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

**23. PERFORMANCE BOND:**

The Contractor will furnish a performance bond as security for the faithful performance of this Agreement. Said performance bond must be in an amount equal to \$1,200,000.00 and renewed on an annual basis. -The Contractor shall pay premiums for the bonds described above. -A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. -Such certificate shall be submitted to the City with the bond on an annual basis. -The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. -The City's remedy for breach of contract under this Agreement or for Contractor's failure to perform shall be to make demand under the terms of the performance bond and seek

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any other legal recourse as provided by law.

**24. OWNERSHIP:**

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

**25. SEVERABILITY:**

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

**26. PRIOR AGREEMENTS:**

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

**27. RECORDS AND REPORTS:**

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. ~~Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party. Contractor will provide the City with quarterly reports that provide an estimate of the tonnage of both Waste and Recyclable Materials collected pursuant to this Agreement, and a rough estimate of the volumes of types of Recyclable Materials collected.~~ ~~The City acknowledges that due to the commingling of single stream recyclables and the recycling facility's process, there is no accurate or reasonable method in which to separately weigh each type of Recyclable Material collected.~~

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

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

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29. **NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. -Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. -Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. -For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at:

City of Belton, Texas

P.O. Box 120  
Belton, Texas 76513  
ATTN: City Manager

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If to the Contractor at:

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

with a copy to:

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

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

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

30. **DISCRIMINATION PROHIBITED:**

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

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

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

EFFECTIVE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**CITY:**

CITY OF BELTON, TEXAS

**CONTRACTOR:**

WASTE MANAGEMENT OF TEXAS, INC.

BY: \_\_\_\_\_ BY: \_\_\_\_\_

ITS: \_\_\_\_\_ ITS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Amy M. Casey, City Clerk  
City of Belton, Texas

APPROVED:

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



**Schedule A  
Base Rates**

**Base Residential Solid Waste Collection and Disposal**

| <b>RATE PER HOME, PER MONTH<br/>12% Franchise Fee Included</b>   |  |  |
|--|--|--|
| <b>SERVICE LEVEL</b>   | <b>Written Price</b>   | <b>Price in Figures</b>                                |
| Residential Curbside Service:<br>96-gallon Carts<br>Trash 1X per Week/ Recycle Every<br>Other Week /Bulky Waste 1X per<br>month (up to 4 Yds)<br>per home, per month | Sixteen dollars<br>and twenty-two cents  | \$16.22  |
| Residential Curbside Service:<br>Rate Per Additional 96-gal Cart<br>(Trash and Recycle)<br>per home, per month   | Six dollars<br>and eighteen cents  | \$6.18   |
| Residential Door-to-Truck Service<br>per home, per month   | Thirty-six dollars<br>and eighty-six cents   | \$36.86  |
| Residential Door-to-Truck Service<br>Rate Per Additional 96-gal cart<br>(Trash* and Recycle**)<br>per, home, per month   | Six dollars and<br>eighteen cents*<br><br>Twelve dollars and<br>thirty-six cents** | \$6.18 Trash<br>Cart*<br><br>\$12.36 Recycle<br>Cart** |
| "At Your Door <sup>SM</sup> " Household Special<br>Waste Program<br>per home, per month  | Zero dollars<br>and eighty-eight cents   | \$0.88   |

**Total Residential Rate Per Home, Per Month: \$17.34**

Includes: Trash (1x per week), Recycle (every other week), Bulk (1X per month), AYD  
Special Waste and Turn Key Bulky Waste Collection Events

**Schedule A - Continued**

**Commented [SA12]:** Should this be broken out, since we may consider dropping recycling so the change in charge is verifiable?

**Commented [AC13R12]:** Yes, it should be broken into its component units

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**Commented [SA14]:** Include service level detail like on the first line

**Commented [AC15R14]:** Agreed... to know what is included in that fee

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**Commented [SA16]:** Would be considered Turn Key if option with City staff was not being utilized

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**Turn Key Bulky Waste Collection Event Pricing:**

5-30 YD Roll Off Containers / 4-Waste Management Employees / 4-Hour Event  
/Every Other Month

**\$0.24 cents per home, per month (included in Residential curbside  
service rate)**

**Includes Franchise Fee**

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Additional 30-YD Roll Off Hauls: \$450 per haul (Belton City Rate, does not include  
franchise fee)

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**Commercial Small Cart Collection Service**

| SERVICE LEVEL   | RATE PER CUSTOMER, PER MONTH<br>12% Franchise Fee Included |                  |
|---|--|------------------|
|   | Written Price  | Price in Figures |
| COMMERCIAL SMALL COLLECTION TRASH<br>SERVICE<br>1X per week in 96-gal cart          | Twenty-eight dollars<br>and ten cents                      | <b>\$28.10</b>   |
| COMMERCIAL SMALL COLLECTION RECYCLING<br>SERVICE<br>Every Other Week in 96-gal Cart | Fourteen dollars<br>and five cents                         | <b>\$14.05</b>   |
| Commercial Small Collection Extra<br>Cart 96-gal cart<br>TRASH OR RECYCLE CART      | Six dollars and<br>eighteen Cents                          | <b>\$6.18</b>    |

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**ALL RATES EXCEPT BELTON CITY ROLL OFF RATE INCLUDE 12%  
FRANCHISE FEE**

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**SCHEDULE B**  
**City Facilities and Services at No Charge**

| <b>Location:</b>                 | <b>Address:</b>        | <b>Service Level</b>  |
|----------------------------------|------------------------|---|
| City Hall & Central Fire Station | 203 S. Penelope Street | Solid Waste: (2) 3 YD Dumpsters<br>Recycling: (3) Polycarts   |
| Finance & Utilities              | 100 S. Davis Street    | Solid Waste: (3) Polycarts<br>Recycling: (3) Polycarts  |
| Sparta Fire Station              | 420 Sparta Road        | Solid Waste: (1) 6 YD Dumpster<br>Recycling: (3) Polycarts  |
| Public Works Service Center      | 1502 Holland Road      | Solid Waste: (1) 4 YD Dumpster<br>(1) 6 YD Dumpster<br>(5) Polycarts<br>Recycling: (12) Polycarts<br>Roll-Off: 30-Yard Dumpster |
| Harris Community Center          | 401 N Alexander Street | Solid Waste: (1) 3 YD Dumpster<br>Recycling: (2) Polycarts  |
| Police & Courts Building         | 711 E. 2nd Avenue      | Solid Waste: (1) 3 YD Dumpster<br>Recycling: (4) Polycarts  |
| Lena Armstrong Public Library    | 301 E. 1st Avenue      | Solid Waste: (3) Polycarts<br>Recycling: (3) Polycarts  |
| Parks Yard                       | 100 Park Avenue        | Solid Waste: (2) Polycarts<br>Recycling: (2) Polycarts<br>Roll-Off: 20-Yard Dumpster  |
| Heritage Park                    | 100 Park Avenue        | Solid Waste: (2) 8 YD Dumpsters   |
| Jaycee Field                     | 1002 W. Avenue I       | Solid Waste: (1) 8 YD Dumpster  |
| Chisholm Trail Park              | 3115 Dunns Canyon Road | Solid Waste: (1) 8 YD Dumpster  |

**Commented [SA17]:** Utilization of an At Your Door type service for our public works department for motor oil, paint, etc?

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## SCHEDULE "C"

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

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

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

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

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

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

**Collection Truck Rate:** From \$125.00 to \$150.00/per hour depending on the type of truck used to perform the debris collection/hauling, the availability of such vehicles, and the number of days/weeks/months the City requests such collections to be completed.

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

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

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## SCHEDULE D

### WASTE MANAGEMENT'S AT YOUR DOOR SPECIAL COLLECTION® SERVICE

#### STATEMENT OF WORK

The following sets forth the description of Waste Management's At Your Door Special Collection® service, which will provide the on-demand year round residential household hazardous waste collection service.

#### DESCRIPTION OF QUALITY SERVICE

Waste Management's At Your Door Special Collection® service is provided to residents to properly manage household hazardous waste including electronics by safely collecting these items at the home. When residents need to dispose of their unwanted eligible materials they can reach out and schedule a home collection appointment. For residents to participate in this service, they must first schedule a home collection, which is available year-round. Waste Management provides two easy options to schedule service: The participant may go to [www.wmatyourdoor.com](http://www.wmatyourdoor.com), or contact our Operations Service Center through our phone number. The Operations Service Center staff from our U.S. based Operations Center will process the service request. The website is accessible 24/7 and the Operations Service Center is available Monday through Friday.

As part of the request for service, the participant is provided with a specific date for their home collection. This is the date when they must place their unwanted materials at the front door or in the front of their garage. This is a demand based service, so the frequency of collections will vary.

After the resident schedules their collection, a collection kit will be sent to them. The resident is responsible to package the materials and place them out on the designated collection date. The collection kit consists of a plastic bag, tie, labels, and an instruction sheet. The instruction sheet informs the participant of their collection date and lists eligible and non-eligible items. Participants collect their items and place appropriate items inside the kit bag or beside it per the instruction sheet. All containers must be labeled, and they cannot leak. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Participants are provided labels for this use. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

Participants will receive one bag unless otherwise indicated that more than one bag is required to collect all eligible materials. Participants that only have electronics, batteries and fluorescent lamps will not be sent a collection kit, as the kit is not required for those items. Participants are not required to be present during the collection.

On the collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home in the appropriate easy-to-find location. Materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway. The Waste Management Service Technician will not enter the premises, which include homes, garages or sheds to gather or remove any material.

After collection by the Service Technician, eligible materials are transported away from the residence and sent to the appropriate recycling and processing facilities. WM is not responsible for any materials placed out for collection until the items are collected by Waste Management personnel.

#### CUSTOMER SERVICE

Waste Management's At Your Door Special Collection® Operations Service Center (aka call center) will handle any questions and process the service requests. To contact this service center, residents can call 1-800-449-758, go to [www.wmatyourdoor.com](http://www.wmatyourdoor.com) or email [atyourdoor@wm.com](mailto:atyourdoor@wm.com). If a resident has a question about a particular item, they are welcome to reach out to our staff. This center handles thousands of service requests each year. Our website provides list of commonly acceptable items, frequently asked questions and a way to reach out to our service center. Our goal is to make it easy and convenient for your residents

Residents who participate in the program receive a survey questionnaire. The survey typically includes several questions and is considered a "report card" on the service. Depending upon community and online resources, feedback could be conducted through an online survey feature and/or a postage-paid survey card. All participants are encouraged

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to provide feedback. The At Your Door Special Collection® has surveyed program participants for many years, as this is an important feature of providing quality customer service. The results of the surveys are sent to the municipal contact.

MATERIALS

This list below includes the most common eligible items for the At Your Door Special Collection® service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. We reserve the right to modify the list. Additional instructions may apply, based on applicable regulations.

1. Eligible Materials

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

The collection will typically include the following eligible materials:

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (4 max.)
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel (10 gal. max.)

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Mercury Containing Devices

- Thermostats
- Thermometers

- Switches

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

Misc. Household

- Household batteries
- Straight fluorescent tubes/ Compact fluorescent bulbs (5 max.)
- High intensity lamps
- Hobby glue
- Driveway sealer (5 gal. max)

Flammable & Combustible Materials

- Kerosene
- Solvents

Electronics with Circuit Boards (25 lbs. total)

- Televisions (1 max.)
- Computer monitors
- CPU/computer tower (1 max.)
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

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## 2. Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for the At Your Door program. Business items located at homes are still business waste and are excluded. Additional ineligible items include biological waste, ammunition and explosives, asbestos, construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, materials improperly packaged for transportation including leaking containers, medicines/pharmaceuticals, radioactive materials, tires, trash, liquid mercury, white goods and unknown or unlabeled materials. The At Your Door<sup>SM</sup> service reserves the right to refuse acceptance of any items it deems excluded, that poses a safety risk or other hazard, or are outside of the scope of the program, which is designed for the collection of home-generated special materials.

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## TREATMENT OF MATERIALS

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This service will work to responsibly manage the accepted materials. The goal is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

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## QUALIFICATIONS

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From our Service Technicians to our Operations Service Center Specialists, all team members participate in Waste Management's in-depth and on-going training process. Service Technicians must complete the 40 hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they will complete an in-depth employee training program which includes classroom and on-the-job training for hazardous materials. Training is updated periodically to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

Waste Management's At Your Door Special Collection<sup>SM</sup> service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials /household hazardous waste residential collection programs that comply with federal, state and local regulations. Over the years, we have refined the challenging process of residential collection of home generated special materials. Our experience with numerous municipalities and hundreds of thousands of residents will be applied to your community.

## SAFETY

This program will comply with existing applicable federal, state, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program. Generator status and requirements will be determined based on applicable state, federal or local laws.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, Waste Management has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and Waste Management shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by Waste Management to the appropriate municipality's contact, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the municipality's governing body. The municipality's action on our request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

In the event of a natural disaster affecting the community, Waste Management's At Your Door Special Collection program will be suspended for a period of up to six months, or another period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise agreement

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At Your Door Special Collection® is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management. At Your Door<sup>SM</sup> and At Your Door Special Collection® are marks of WM Intellectual Property Holdings, LLC.

**PRICING**

The cost of the program is as follows: Single and Multi-family homes = \$0.88 cents per home, per month

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## Staff Report – City Council Agenda Item

**Date:** September 24, 2019  
**Case No.:** Z-19-19  
**Request:** Retail and SF2 to Multi Family  
**Owner/Applicant:** Nilay Limbachiya

### **Agenda Item #9**

Hold a public hearing and consider a zoning change from Single Family Two and Retail Districts to Multi Family District on approximately 18 acres located at 1700 Connell Street, on the east side of Connell Street, in the vicinity of existing Laila Lane.

**Originating Department:** Planning – Cheryl Maxwell, Director of Planning

**Current Zoning:** Retail and SF2

**Proposed Zoning:** Multi Family District

**Future Land Use Map (FLUM) Designation:** Mixed use center, commercial/retail, and residential

**Design Standards Type Area 2:** Projected to be primarily commercial highway frontage uses in the vicinity of I-35 and I-14 with opportunities for mixed uses, hotels, restaurants, new car dealerships, multi-story office, and other similar commercial uses.

### **Case Summary**

This property is the proposed site of a multi-family residential development planned for townhome style units for rent. A subdivision plat is required and will likely include an extension of Laila Lane eastward toward I-35. The alignment of Laila Lane is currently under review.

### **Project Analysis and Discussion**

This property is undeveloped with the southern 7 acres currently zoned Retail District, and the northern 11 acres currently zoned Single Family Two (SF2) District. This property wraps around a one acre tract also zoned SF2 with a residence on site. Residential uses are also present on the adjacent properties to the north, zoned Agricultural District. The adjacent properties to the east are also zoned Agricultural District and are undeveloped. The adjacent property to the south is zoned Commercial – 1 District with a Specific Use Permit for mini-storage warehouses, and is the site of a personal wireless service facility, i.e. cell tower. On the west side of Connell Street, properties are zoned Agricultural District, Single Family One District, and Planned Development – Two Family District. Uses include a mixture of single family and two family homes, as well as a business—Belton Granite and Tile, that is operating under a grandfathered status.

## **Revised Plan**

After notice of this zoning change was published in the newspaper and sent to surrounding property owners, the applicant met with city staff and decided to revise his proposal to include a townhouse development on individual lots, instead of one large lot with multiple units. A townhouse development is only allowed in a Planned Development (PD) Zoning District. Therefore, the requested zoning has been amended to PD (MF) District for Townhomes, a more restrictive proposal, allowed by the original legal notice.

The owner is proposing to develop 84 townhouse units on the southern 7 acres, and is undecided at this point on the style of rental units for the northern portion. The proposed townhouse units will be one story with 3 bedrooms, 2 bathrooms, and one car garage (approximately 1,210 sq. ft. living space). A driveway width of 18 feet will be provided to allow two vehicles to park, for a total of 3 parking spaces/unit. An additional 43 parking spaces are proposed along the eastern property line for guests and visitors. The internal streets will be private streets with a 24' pavement width, with curb and gutter.

## **Allowable Uses**

With the MF District as the base zoning district, all uses allowed in the MF District are allowed. This includes the proposed townhouse units as well as single family and two family dwellings and a traditional apartment complex. Other uses allowed in the MF District include a family home, child care center, and nursing home.

## **Area and Setback Requirements**

Specific area requirements are outlined for a townhouse development in Section 32.10 of the Zoning Ordinance and are listed below. All other requirements default to the MF Zoning District, also shown below.

### **Townhouse**

Front Yard: 20'  
Rear Yard: 20'  
Side Yard: 0' except 10' adjacent to street and between bldgs  
Lot Area: 2,700 sq. ft.  
Lot Width: 25'  
Lot Depth: 90'  
String of Units: Minimum 3, not to exceed 300' in length or width

### **Multi Family**

Front Yard: 25'  
Rear Yard: 20' (60' if 2 or more stories next to SF zoning)  
Side Yard: 8'; 10' or 15' between bldgs; 15' on street; 60' if 2 or more stories next to SF zoning  
Lot Area: 10,000 sq. ft; 2,420 sq. ft/unit; max 18 units/acre  
Lot Width: 80'  
Lot Depth: 120'  
Maximum Lot Coverage: 40%

The MF Zoning District allows a maximum density of 18 dwelling units per acre. The proposed density for the southern townhouse development is 12 dwelling units per acre. A 6' solid screen

is required along the property line separating the MF zoning from the Single Family zoning and specified fencing identified in the City's Design Standards is also required along the Connell Street frontage, a major collector street. A detailed review of the site plan will occur in conjunction with the building permit. Subdivision plat approval is required prior to issuing any building permits.

### **Future Land Use Map**

The FLUM identifies this area as a mixture of uses to include a mixed use center near the intersection of I-35 and I-14, with residential and commercial/retail uses between Connell Street and I-35. The Multi Family Zoning District is considered appropriate for either the residential or commercial/retail land use category. There are a variety of residential uses in this general vicinity to include duplexes and detached single family homes. The requested PD (Multi Family) Zoning District for townhomes is consistent with the FLUM, compatible with existing uses, and appears to be reasonable in this location.

### **Recommendation**

The Planning and Zoning Commission met on September 17, 2019 and unanimously recommended approval of this zoning change from Retail and SF2 Districts to Planned Development (Multi Family) District for Townhomes, subject to the conditions below. Staff concurs with their recommendation.

1. The allowable uses of the property shall conform to the Multi Family Zoning District in all respects, including townhomes.
2. The development of the property shall conform to the following:
  - a. All area requirements as specified under Section 32.10 of the Zoning Ordinance, with all other requirements to conform to the Multi Family Zoning District;
  - b. All applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance; and
  - c. Phase I shall generally conform to the attached site plan. Future phases will require site plan review and approval by the Planning & Zoning Commission and City Council in the typical process for a zoning change.
3. A subdivision plat is required prior to issuance of any building permit for Phase I or future phases.

### **Attachments**

Zoning application

Property Location Map

Zoning map

Aerial photo

Map with zoning notice boundary (200')

Zoning notice to owners

Property owner list

Site Plan:

a. Sheet 1: Overall General Plan

b. Sheet 2: Phase I – Townhomes

c. Sheet 3: Typical Townhome Layout

P&Z Minutes Excerpt

Ordinance

Phone Number: \_\_\_\_\_

## City of Belton

### Request for a Zoning Change

**To the City Council and the  
Planning & Zoning Commission**

Fee: \$250.00

Date Received: \_\_\_\_\_ Date Due: \_\_\_\_\_ (All plans are to be returned to the Planning Department within 5 working days)

Applicant: Nilay Limbachiya Phone Number: 512 638-7330  
Mailing Address: 10412 Weller Drive City: Austin State: TX  
Email Address: nilaylimbachiya@gmail.com

Owners Name: VAD TREE CAPITAL LLC  
Nilay Limbachiya Phone Number: 512 6387330  
Mailing Address: 10412 Weller Drive City: Austin State: TX  
Email Address: nilaylimbachiya@gmail.com

Applicant's Interest in Property:

1700 CONNELL ST BELTON, TX

Legal Description of Property:

A0006BC M F CONNELL ACRES 17.998

Property ID 418573

Is this property being simultaneously platted? No

Street Address: 1700 Connell St, BELTON TX

Zoning Change From SF & R to PD (MF) for Townhomes rev. 9-11-19

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_


Signature of Owner (if not applicant): Nilay Date: \_\_\_\_\_

Checklist for Zoning Items to be submitted with application:

- ☐ Signed Application
- ☐ Fees Paid
- ☐ Complete Legal Description of the property to be re-zoned
- ☐ Site Plans per Section 32, Planned Development, of the Zoning Ordinance. Please see the back for specific guidelines.
- ☐ In the event the request involves more than one lot or irregular tracts or acreage, a drawing of the property must be submitted.

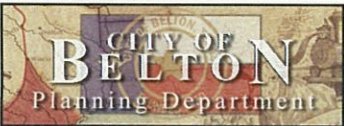


1700 CONNELL ST

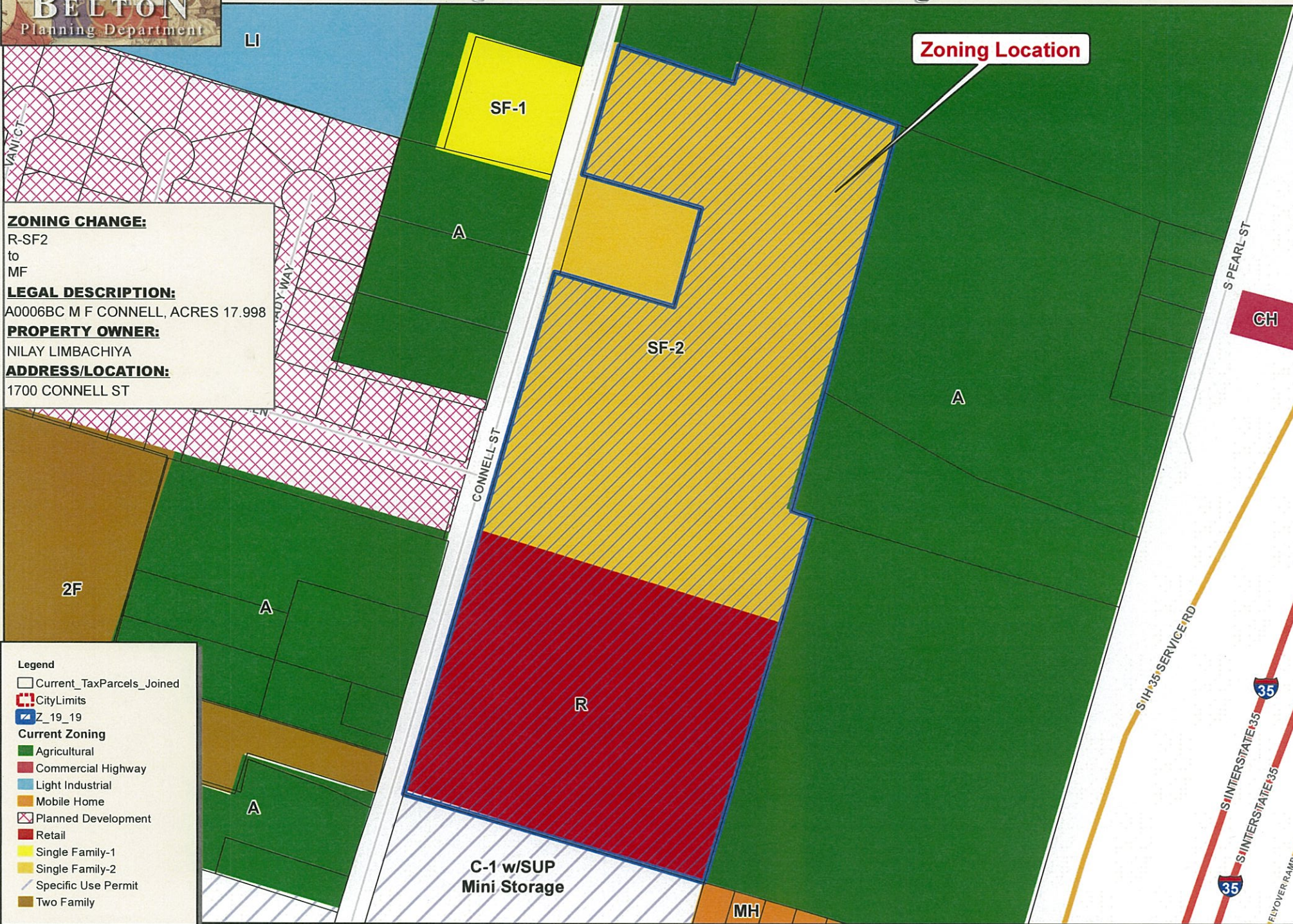
 Z\_19\_19

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





# Zoning Case # Z-19-19 Zoning



**ZONING CHANGE:**

R-SF2  
to  
MF

**LEGAL DESCRIPTION:**

A0006BC M F CONNELL, ACRES 17.998

**PROPERTY OWNER:**

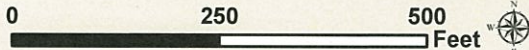
NILAY LIMBACHIYA

**ADDRESS/LOCATION:**

1700 CONNELL ST

- Legend**
- Current\_TaxParcels\_Joined
  - CityLimits
  - Z\_19\_19
  - Current Zoning**
  - Agricultural
  - Commercial Highway
  - Light Industrial
  - Mobile Home
  - Planned Development
  - Retail
  - Single Family-1
  - Single Family-2
  - Specific Use Permit
  - Two Family

Map Date: 8/29/2019



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# Zoning Case # Z-19-19 Aerial



## **ZONING CHANGE:**

R-SF2  
to  
MF

## **LEGAL DESCRIPTION:**

A0006BC M F CONNELL, ACRES 17.998


## **PROPERTY OWNER:**

NILAY LIMBACHIYA

## **ADDRESS/LOCATION:**

1700 CONNELL ST

## **LEGEND**

 Z\_19\_19

Map Date: 8/29/2019 Aerial Imagery Date: 2018

0 75 150 300  
Feet



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



# Zoning Case # Z-19-19

## ZONING CHANGE:

R-SF2  
to  
MF

## LEGAL DESCRIPTION:

A0006BC M F CONNELL, ACRES 17.998

## PROPERTY OWNER:




NILAY LIMBACHIYA

## ADDRESS/LOCATION:

1700 CONNELL ST

**200' Property Owner  
Notification Area**

## Legend

-  200' Property Owner Notification Area
-  Z\_19\_19
-  Tax Appraisal Parcels



**NOTICE OF APPLICATION  
FOR AN  
AMENDMENT TO THE ZONING ORDINANCE  
OF THE  
CITY OF BELTON**

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: NILAY LIMBACHIYA,  
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 17.998 ACRES, 1700 CONNELL STREET,  
FROM A(N) RETAIL AND SINGLE FAMILY-2 ZONING DISTRICT,  
TO A(N) MULTI FAMILY ZONING DISTRICT.

THE PLANNING & ZONING COMMISSION OF THE CITY OF BELTON, TEXAS WILL HOLD A PUBLIC HEARING PURSUANT TO THIS REQUEST AT **5:30 P.M., Tuesday, September 17, 2019**, AT THE T.B. HARRIS CENTER, 401 N. ALEXANDER, BELTON, TEXAS.

IF APPROVED BY THE PLANNING & ZONING COMMISSION, THIS ITEM WILL BE PLACED ON THE AGENDA FOR A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL BE AT **5:30 P.M., Tuesday, September 24, 2019**, AT THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET, BELTON, TEXAS.

AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTEN COMMENTS ABOUT THIS ZONING CHANGE BY COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELOW.

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

---

circle one

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

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

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

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

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

|   |   |   |
|---|---|---|
| 1940<br>TRUJILLO, NICOLAS & MARIA R<br>517 S WALL ST<br>BELTON, TX 76513            | 37680<br>FRANZ, FRANCES BAILEY ET AL<br>5008 TRIBUTE LN<br>BELTON, TX 76513                               | 58301<br>WILSON, EDDIE D<br>1612 OAK HOLLOW<br>WACO, TX 76712   |
| 58302<br>KEATON, CHARLES P<br>5500 LOOKOUT RIDGE DR<br>MARBLE FALLS, TX 78654-3684  | 76504<br>MORIN, DAVID STEVEN ETUX<br>1651 CONNELL ST<br>BELTON, TX 76513-4231                             | 79060<br>PAINTER, RHONDA DAWN<br>1515 S CONNELL ST<br>BELTON, TX 76513                                  |
| 80077<br>O'BRIEN, BETTY<br>9300 MANASSAS RIDGE<br>MCKINNEY, TX 75071                | 80078<br>O'BRIEN, BETTY<br>9300 MANASSAS RIDGE<br>MCKINNEY, TX 75071                                      | 125209<br>DUNLAP, MARY ELIZABETH & OLAN DON<br>HIGGINBOTHAM<br>11345 BREWER RD<br>SALADO, TX 76571-5056 |
| 127669<br>NEW ENGLAND LIMITED PARTNERSHIP<br>6406 SPRINGWOOD CT<br>TEMPLE, TX 76502 | 127873<br>WHITMIRE, DORIS<br>1410 SOUTH CONNELL<br>BELTON, TX 76513                                       | 127874<br>WHITMIRE, RODNEY A ETUX PENNY<br>10971 SAM NEIL RD<br>SALADO, TX 76571-5896                   |
| 128520<br>WILSON, EDDIE D<br>1612 OAK HOLLOW DR<br>WOODWAY, TX 76712-2253           | 169366<br>YARNELL, JEANIE ET VIR MARVIN J<br>PO BOX 90<br>BELTON, TX 76513-0090                           | 367709<br>DELEON, RAUL & GRACE HERNANDEZ<br>300 OPAL CIR<br>BELTON, TX 76513                            |
| 367710<br>GILLIAM, TODD A & ELIZABETH C<br>302 OPAL CIR<br>BELTON, TX 76513-4210    | 367711<br>RODRIGUEZ, FELIPE COLLAZO ETUX CRUZ LOPEZ<br>402 W NOLAN TRL<br>HARKER HEIGHTS, TX 76548        | 367712<br>GONZALEZ, RAUL ETUX DIANA R<br>306 OPAL CIR<br>BELTON, TX 76513-4210                          |
| 367713<br>BELLTOWN INVESTMENTS LLC<br>137 VINE ST<br>BELTON, TX 76513               | 367714<br>REESE, DAVID<br>137 VINE ST<br>BELTON, TX 76513   | 418573<br>VAD TREE CAPITAL LLC<br>10412 WELLER DR<br>AUSTIN, TX 78750                                   |
| 418574<br>FMB GROUP LLC<br>9918 FM 2483<br>BELTON, TX 76541                         | 423872<br>WILSON, EDDIE D<br>1612 OAK HOLLOW DR<br>WOODWAY, TX 76712-2253                                 | 437961<br>WILSON, EDDIE D<br>1612 OAK HOLLOW<br>WACO, TX 76712  |
| 441110<br>CANTU, PENNY MICHELLE<br>PO BOX 2092<br>BELTON, TX 76513-6192             | 460186<br>TEESH LLC<br>5201 WILDFLOWER LN<br>TEMPLE, TX 76502   | 460187<br>TEESH LLC<br>5201 WILDFLOWER LN<br>TEMPLE, TX 76502   |
| 460188<br>TEESH LLC<br>5201 WILDFLOWER LN<br>TEMPLE, TX 76502                       | 460223<br>CROSS PLAINS HOLDING & DEVELOPMENT COMPANY<br>LLC<br>1432 OVERLOOK RIDGE DR<br>BELTON, TX 76513 | 465379<br>OLIVAS, LUIS M ETUX SANDRA M<br>1650 CONNELL ST<br>BELTON, TX 76513                           |

467718

FRANZ, FRANCES BAILEY ET AL

5008 TRIBUTE LN

BELTON, TX 76513

SUPERINTENDENT

BELTON I.S.D.

P O Box 269

BELTON TEXAS 76513



**NOTICE OF APPLICATION  
FOR AN  
AMENDMENT TO THE ZONING ORDINANCE  
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IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARING IMPAIRED, PLEASE CONTACT THE CITY CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.

circle one

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

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

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

DATE: 11 Sep 19 SIGNATURE: 

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

418574  
FMB GROUP LLC  
9918 FM 2483  
BELTON, TX 76541



**NOTICE OF APPLICATION  
FOR AN  
AMENDMENT TO THE ZONING ORDINANCE  
OF THE  
CITY OF BELTON**

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

AS AN INTERESTED PROPERTY OWNER, I <sup>circle one</sup> (PROTEST) (APPROVE) THE REQUESTED ZONING AMENDMENT PRESENTED IN THE APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW: **Until road is improved.**

1. Connell street is narrow, does not allow for turn lanes, has potholes, uneven road surface and road cracks which presents a danger to residents.
2. Connell street connects East Loop 121 & Highway 190 and already receives a high volume of traffic from activities at the EXPO center which contributes to the overall poor road condition.
- 3.

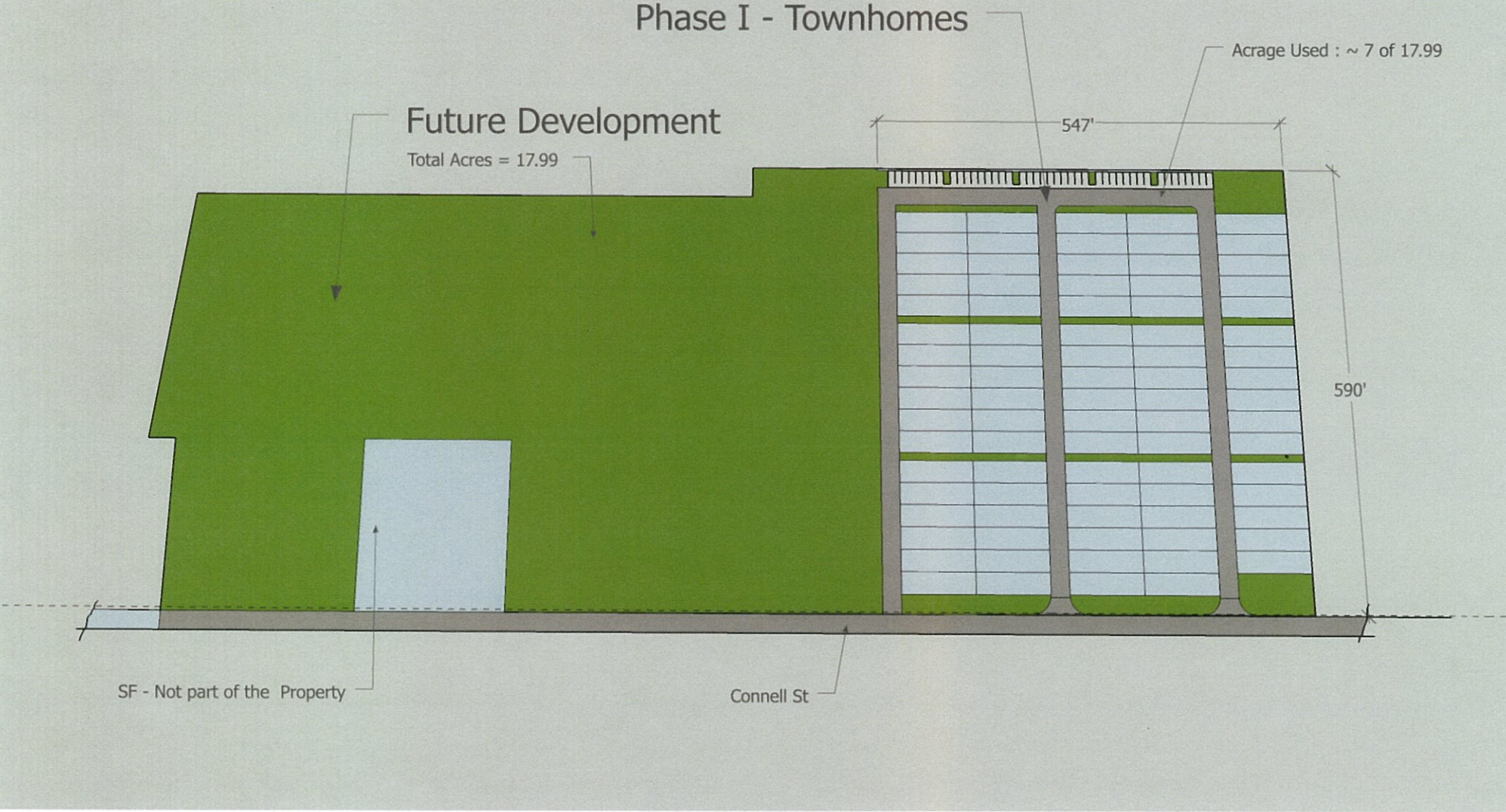
(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)

DATE: SEP 16 2019 SIGNATURE: [Signature]

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



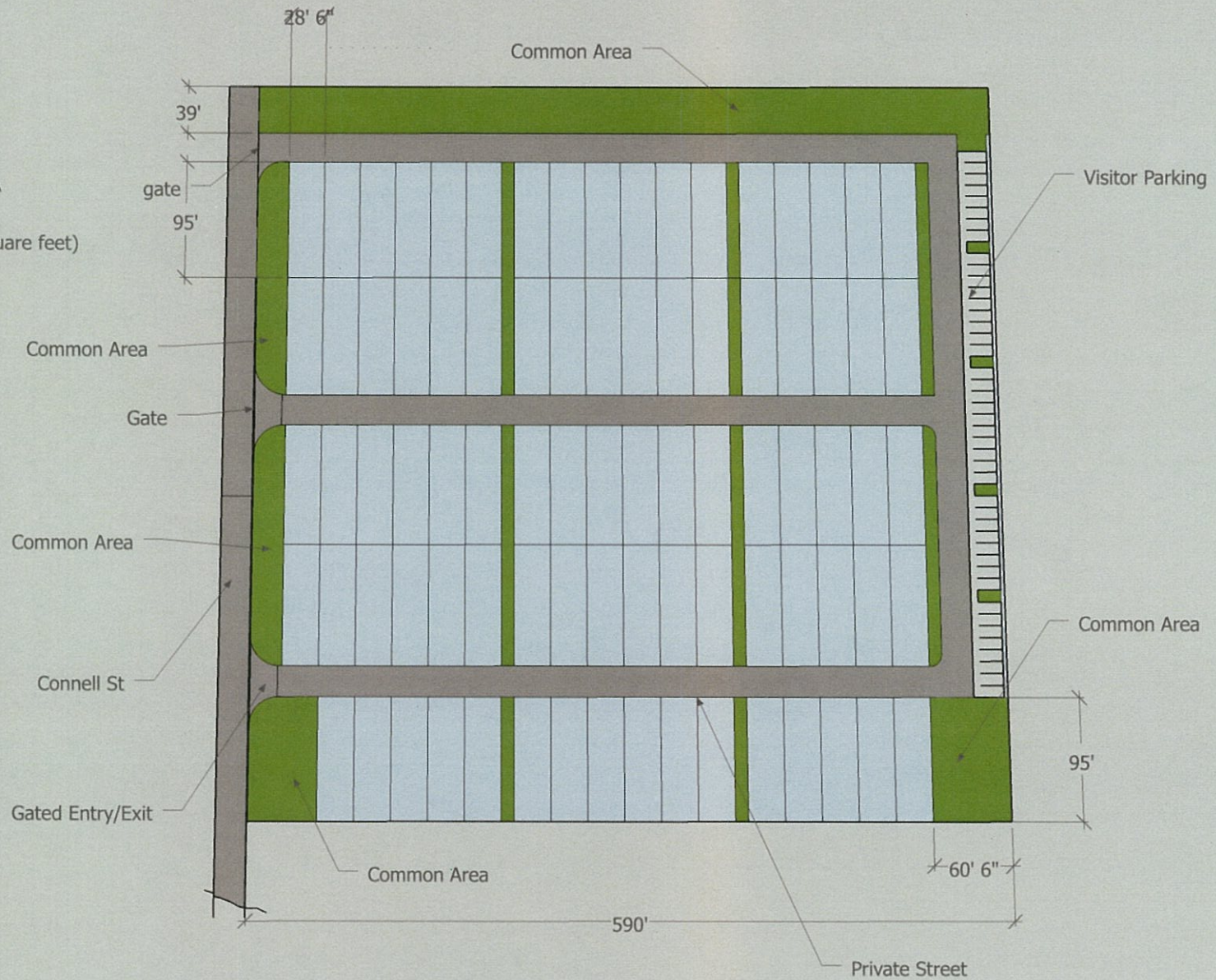
Sheet 1 - Overall General Layout





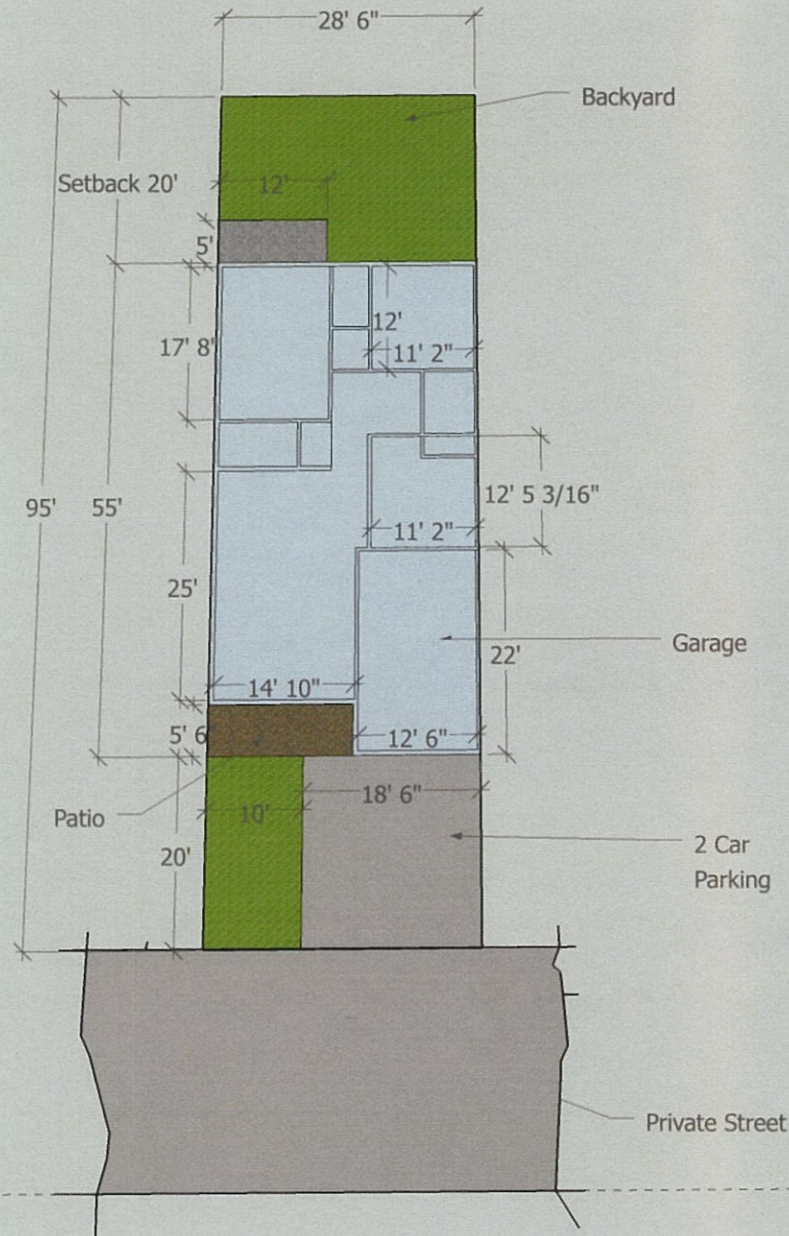
## Sheet 2 - Phase 1 townhomes

Approximately = ~7 Acres  
Gated Community with HOA  
Number of Units = ~ 80  
Lot = 95' X 28' 6" (2707 square feet)  
Private streets = 24' wide





# Sheet 3 - Typical Townhome Layout



- Living/Condition space - ~1210 square feet
- 3 Bedrooms 2 Bathrooms
- Front porch = ~97 sqft
- Back Patio - ~60 sqft
- Garage - ~264 sqft
- Drive way = ~360 sqft

Minutes of the  
**Planning and Zoning Commission (P&ZC)**  
City of Belton  
333 Water Street  
Tuesday, September 17, 2019

---

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Zach Krueger, Luke Potts, David Jarratt, Quinton Locklin, Dave Covington, Ty Hendrick, Allison Turner and Stephanie O'Banion. The following staff members were present: Director of Planning Cheryl Maxwell, Planning Clerk Laura Livingston, Director of Public Works Angellia Points, Planner Tina Moore, and IT Specialist Ryan Brown.

**4. Z-19-19 Hold a public hearing and consider a zoning change from Single Family Two and Retail Districts to Multi Family District on approximately 18 acres located at 1700 Connell Street, on the east side of Connell Street, in the vicinity of existing Laila Lane.**

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

Mr. Covington asked if the entire property was being rezoned or just the southern portion? Ms. Maxwell said the entire tract, but we only have the site plan on the southern part so the site plan review for the northern part will come later.

Mr. Potts asked about the letter of opposition from a neighboring property owner and if it had to do with current condition of the roads. Ms. Maxwell said yes. Connell Road is very narrow with only 22-foot pavement width right now, she said. Since this is just the rezoning, when the applicant goes to the platting stage the applicant will have to adhere to the perimeter street improvements requirement. The entire road needs to be improved, she said. We do have a proposed future project with the Killeen-Temple Metropolitan Planning Organization. It's not listed very high right now, so there is no funding currently available, but what typically happens if there is a greater need in two years when priorities are re-evaluated it would move up on the list, she said. Ms. Points has also applied for a grant for funding to make improvements to this roadway, Ms. Maxwell said. We are aware it needs improvements, she said, we are just trying to get some money for it right now and it is definitely on our radar.

Mr. Hendrick made a motion to approve Z-19-19. Mr. Krueger seconded the motion. The motion was approved with 9 ayes, 0 nays.

## **ORDINANCE NO. 2019-47**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM SINGLE FAMILY TWO AND RETAIL DISTRICTS TO PLANNED DEVELOPMENT (MULTI FAMILY) DISTRICT FOR TOWNHOMES ON APPROXIMATELY 18 ACRES, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 2 DESIGN STANDARDS.**

**WHEREAS**, Nilay Limbachiya, VAD Tree Capital LLC, owner of the following described property has presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 17<sup>th</sup> day of September, 2019, at 5:30 p.m. for hearing and adoption, said district being described as follows:

Approximately 18 acres at 1700 Connell Street, Belton, Texas  
(location map attached as Exhibit "A")

**WHEREAS**, said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time and place of the hearing on said application by the City Council of the City of Belton was set for the 24<sup>th</sup> day of September, 2019, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

**WHEREAS**, a hearing was held upon the application by the City Council of the City of Belton at the time, place and date herein before set forth and no valid objection to said amendments was presented.

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Belton, Texas, that the said district located on a tract of land as more fully and completely described above, be and is hereby changed from Single Family Two and Retail Districts to Planned Development (Multi Family) District for Townhomes, in accordance with Section 15—Multiple Family Zoning District, Section 32—Planned Development District, and the Design Standards in Ordinance No. 2014-17, Section 7.1 of the Zoning Ordinance. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

1. The use of the property shall conform to the Multi Family Zoning District in all respects, including townhomes.
2. The development of the property shall conform to the following:
  - a. All area requirements as specified under Planned Development Zoning District Section 32.10 of the Zoning Ordinance, with all other requirements to conform to the Multi Family Zoning District;

- b. All applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance; and
  - c. Phase I shall generally conform to the attached site plan (See Exhibit "B"). Future phases will require site plan review and approval by the Planning & Zoning Commission and City Council in the typical process for a zoning change.
3. A subdivision plat is required prior to issuance of any building permit for Phase I or future phases.

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 24<sup>th</sup> day of September, 2019, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

**SIGNED AND APPROVED** by the Mayor and attested by the City Clerk on this the 24<sup>th</sup> day of September, 2019.

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

ATTEST:

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



# Zoning Case # Z-19-19 Location



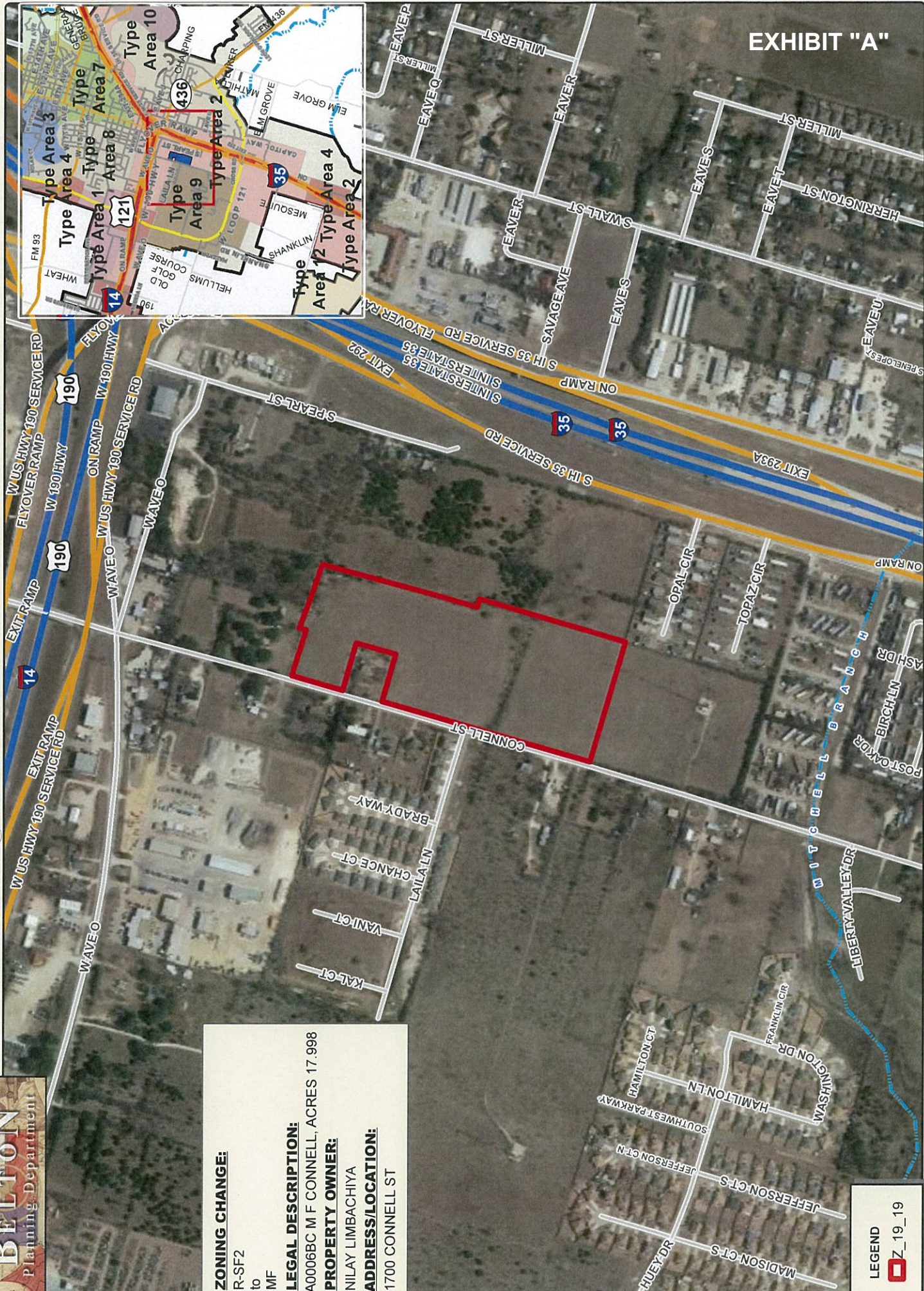
**ZONING CHANGE:**  
R-SF2  
to  
MF

**LEGAL DESCRIPTION:**  
A00068C M F CONNELL, ACRES 17.998

**PROPERTY OWNER:**  
NILAY LIMBACHHYA

**ADDRESS/LOCATION:**  
1700 CONNELL ST

EXHIBIT "A"



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Map Date: 8/29/2019 Aerial Imagery Date: 2018

**LEGEND**

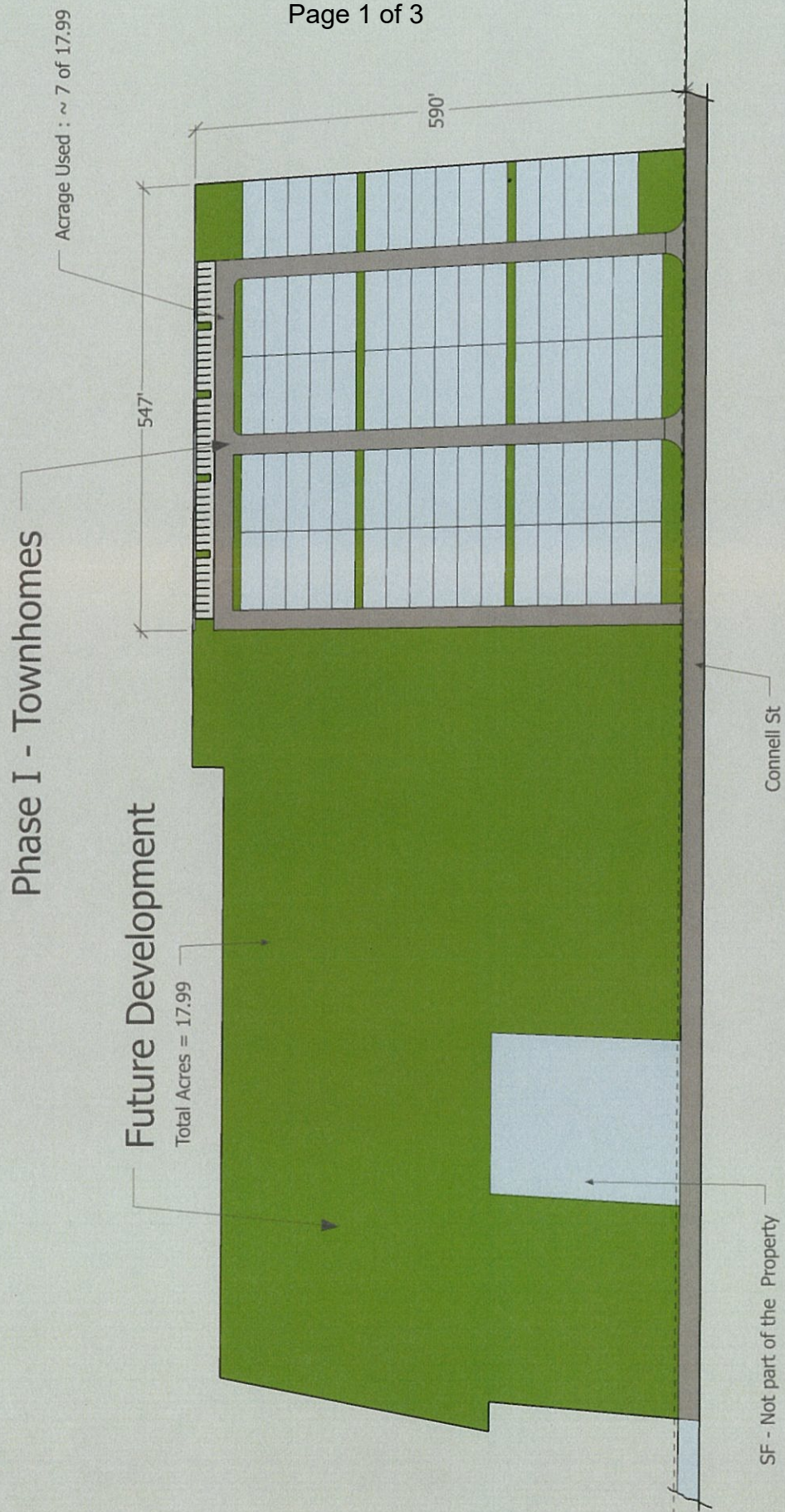
Z\_19\_19

0 250 500 1,000 Feet



Sheet 1 - Overall General Layout

EXHIBIT "B"  
Page 1 of 3

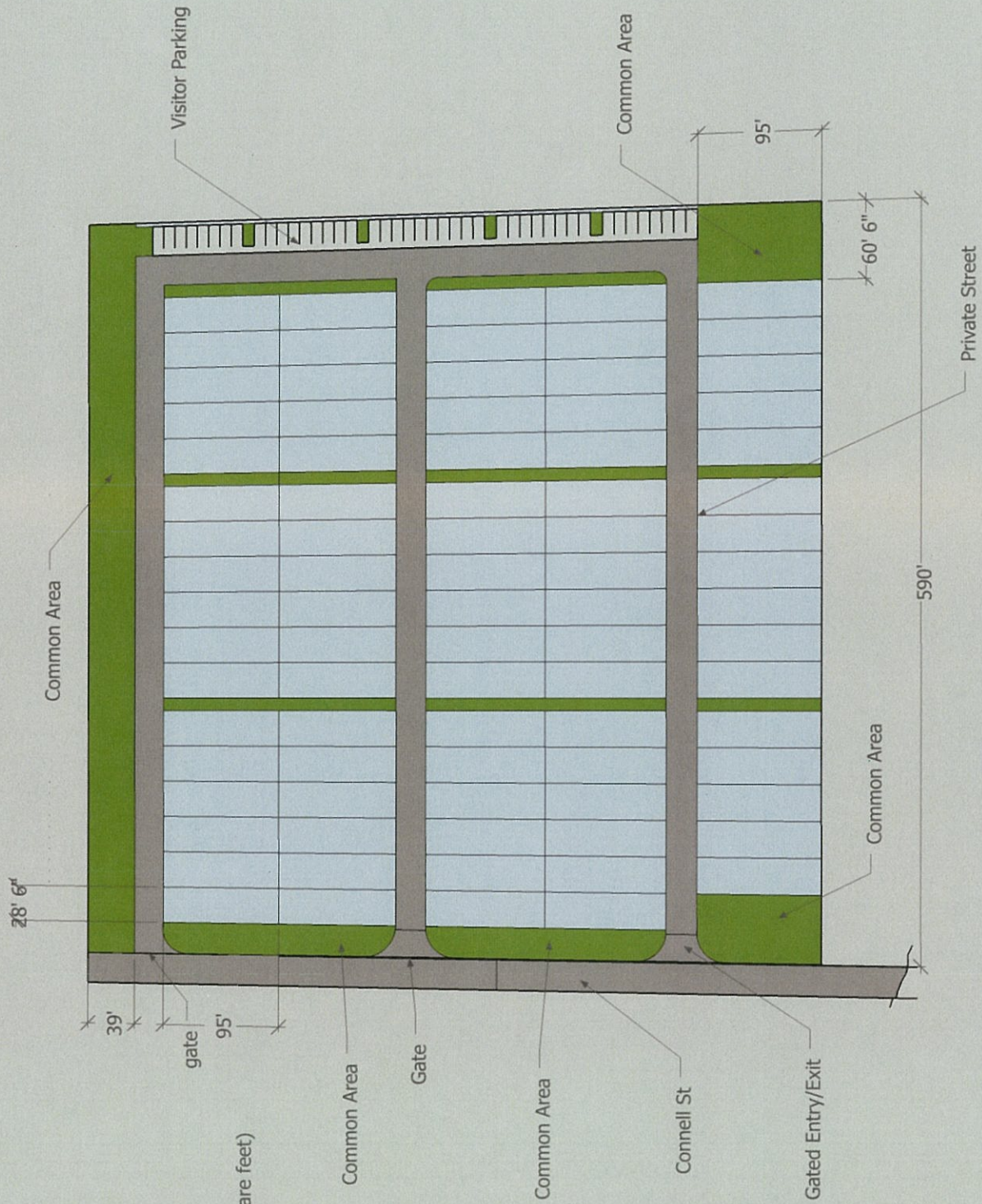




# EXHIBIT "B"

Page 2 of 3

## Sheet 2 - Phase 1 townhomes



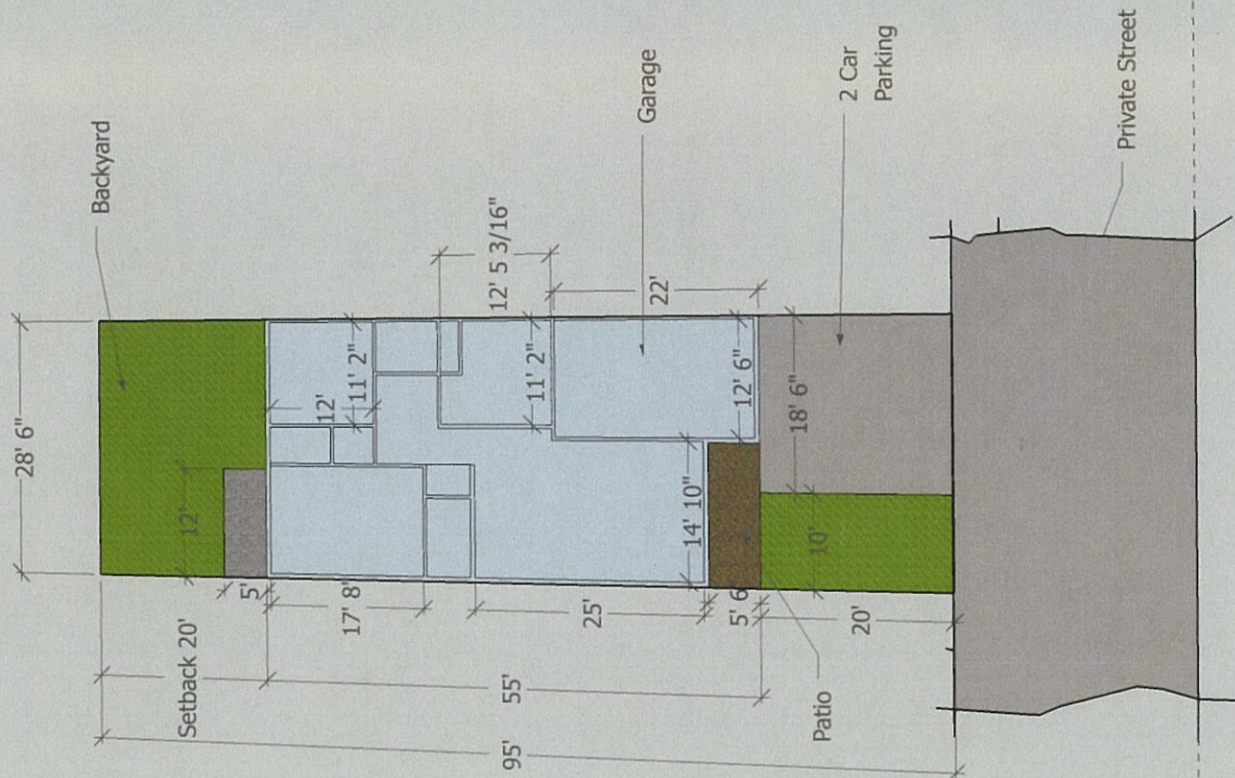
Approximately = ~7 Acres  
 Gated Community with HOA  
 Number of Units = ~ 80  
 Lot = 95' X 28' 6" (2707 square feet)  
 Private streets = 24' wide



# EXHIBIT "B"

Page 3 of 3

## Sheet 3 - Typical Townhome Layout



- Living/Condition space - ~1210 square feet
- 3 Bedrooms 2 Bathrooms
- Front porch = ~97 sqft
- Back Patio - ~60 sqft
- Garage - ~264 sqft
- Drive way = ~360 sqft





## Staff Report – City Council Agenda Item

**Date:** September 24, 2019  
**Case No.:** Z-19-20  
**Request:** Agricultural and 2F to Retail,  
SF3 and PD (MF)  
**Owner/Applicant:** Todd Scott - KDAVEO, LLC

### **Agenda Item #10**

Hold a public hearing and consider a zoning change from Agricultural and Two Family Districts to Retail, Single Family Three, and Planned Development (Multi Family) Districts on approximately 45 acres located generally west of Connell Street, south of W. Avenue O, and north of Huey Drive, along an extension of Laila Lane.

**Originating Department:** Planning – Cheryl Maxwell, Director of Planning

**Current Zoning:** Agricultural and Two Family **Proposed Zoning:** Retail, SF3, and PD (MF)

**Future Land Use Map (FLUM) Designation:** Primarily residential with commercial/retail uses along Avenue O frontage.

**Design Standards Type Area:** 9 & 2.

9 – (Majority of area) – Projected to be a mixture of uses taking into consideration context and the Loop 121 corridor.

2 – (Along Avenue O frontage) – Projected to be primarily commercial highway frontage uses with opportunities for mixed uses, hotels, restaurants, new car dealerships, multi-story office, and other similar commercial uses.

### **Case Summary**

This property is the proposed site of a mixed use development with retail on the Avenue O frontage, and residential use—detached single family homes and duplex style apartments—on the remainder. This property is being platted as a preliminary plat (West Avenue O Addition) with one retail lot, 145 single family lots, and four lots for multi family use with 96 duplex units. Portions of this preliminary plat were included in the preliminary plat for City Lights Addition-- Blocks 2 & 3, that was approved in January this year. Those blocks were each shown as one lot at that time and are now part of the proposal for detached single family homes. Extensions of Southwest Parkway and Laila Lane were also part of the City Lights Addition. The plat boundary for West Avenue O Addition only includes an extension of Southwest Parkway on the south side of Laila Lane, with Laila Lane and the northern segment of Southwest Parkway outside the plat boundary. Whichever development proceeds first with a final plat will be required to include these roadways as needed for access and circulation. The preliminary plat of West Avenue O Addition is also on this meeting's agenda.

## **Project Analysis and Discussion**

This property is currently zoned Agricultural District along the western end and Two Family District along the eastern end. The Two Family zoning occurred in 2017, in anticipation of Phase III of the Southwood Hills duplex development. This property is currently undeveloped.

The proposed City Lights community will be located on the adjacent property to the north and east, zoned Multi Family District in January 2019. This property is currently undeveloped except for a single family residence and an accessory storage building, but is planned for a senior living complex with duplexes for rent, an assisted living facility, and an amenity center. Farther to the east along the north side of Laila Lane is the Southwood Hills duplex development, Phases I and II, currently undergoing development, zoned Planned Development (Two Family) District. The adjacent properties to the east along the west side of Connell Street are zoned Agricultural District with residential uses, a business—Belton Granite and Tile that is operating under a grandfathered status, and one tract that was zoned Single Family 3 with a Specific Use Permit for a church in March 2019. Clearing of this tract is underway in preparation for the church development. Adjacent properties to the south are zoned Single Family 2 District for the Liberty Valley residential development, Agricultural District where a personal wireless service facility, i.e. cell tower is located, and Neighborhood Service District on a tract that is currently undeveloped. Adjacent property to the west is zoned Agricultural District and is the site of McNamara Auto Parts.

The applicant is proposing to develop 145 single family lots for sale, 96 duplex units for rent, and one retail site with frontage along W. Avenue O. The duplex units will be one story with 3 bedrooms and 2 bathroom, with a one car garage and two parking spaces in the driveway for a total of 3 spaces per unit. An extra 74 parking spaces are provided for additional parking for the duplex units.

## **Allowable Uses**

The requested Multi Family (MF) Zoning District allows the proposed duplex units as well as single family and two family dwellings and a traditional apartment complex. Other uses allowed in the MF District include a family home, child care center, and nursing home. The Single Family 3 (SF3) Zoning District allows detached single family homes.

The Retail Zoning District allows the following uses:

- 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; Gasoline or Service Station
- Discount, Variety or Department Store
- Food or Grocery Store
- Furniture and Appliance Store

- 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

The applicant is uncertain at this time as to what will be developed on the retail site.

### **Area and Setback Requirements**

Area requirements for the requested Retail & SF3 Zoning Districts are shown below:

#### **SF3**

- Front Yard: 25'
- Rear Yard: 20'
- Side Yard: 5'; 15' from street ROW
- Lot Area: 5,000 sq. ft.
- Lot Width: 50'
- Lot Depth: 90'

#### **Retail**

- Front Yard: 25'
- Rear Yard: 20'
- Side Yard: 25'
- Lot Area: 7,000 sq. ft.
- Lot Width: 60'
- Lot Depth: n/a

The applicant is requesting a reduction in the front yard setback for the single family lots where the depth is less than 120'. The purpose of the reduction is to allow proposed house plans that provide for a larger back yard. This reduction is proposed for the 51 lots in Blocks 2, 3 and 5. This reduction may be accomplished on the subdivision plat and is proposed with the preliminary plat that is on this meeting's agenda.

The applicant is requesting Multi Family Zoning District for the duplex units. The Zoning Ordinance requires duplex developments in the MF Zoning District to observe the area requirements of the Two Family Zoning District. Area requirements for both of these districts are shown below:

#### **MF**

- Front Yard: 25'
- Rear Yard: 20'
- Side Yard: 8'; 10' or 15' between bldgs;  
15' on street;
- Lot Area: 10,000 sq. ft; 2,420 sq. ft/unit;  
max 18 units/acre
- Lot Width: 80'
- Lot Depth: 120'
- Lot Coverage: 40%

#### **2F**

- Front Yard: 25'
- Rear Yard: 20'
- Side Yard: 8'; 15' on street;
- Lot Area: 3,600 sq. ft/unit;  
7,200 /bldg.;
- Lot Width: 65'
- Lot Depth: 100'
- Lot Coverage: 40%

The applicant is requesting a Planned Development District for this portion of the development to accommodate reductions in the front yard and rear yard setbacks from 25' and 20' respectively, to 15' for Block 11, and Lots 1 & 2 of Block 12. For Lot 3, Block 12, where the lots front on a public street, 25' front yard and 20' rear yard setbacks will be observed; however, a reduction in the lot depth from 100' to 90' is requested for these lots.

The MF Zoning District allows a maximum density of 18 dwelling units per acre. The proposed density for the duplexes is 8 – 10 units/acre. Maximum lot coverage allowed by the main building and accessory buildings in MF or 2F Zoning District is 40%. The proposed development satisfies this requirement. A 6' solid screen is required along the property line separating the MF zoning from the Single Family and Two Family zoning Districts, and along public streets in accordance with the City's Design Standards, except where the lots/units front on the street. A conceptual site plan has been provided for the Planned Development portion and is attached. A detailed review of the site plan will occur in conjunction with the building permit. Subdivision plat approval is required prior to issuing any building permits.

### **Future Land Use Map**

The FLUM identifies this area as proposed for residential use with commercial/retail development along the Avenue O frontage. The Multi Family Zoning District is considered appropriate for either the residential or commercial/retail land use category. There are a variety of residential uses in this general area to include duplexes and detached single family homes. The requested Multi Family, Single Family 3, and Retail Zoning Districts are consistent with the FLUM, compatible with existing uses, and appears to be reasonable in this location.

### **Recommendation**

The Planning and Zoning Commission met on September 17, 2019 and recommended approval of this zoning change from Agricultural and Two Family Districts to Retail, SF3 and Planned Development (Multi Family) District, subject to the conditions below for the Planned Development District, with 8 votes in favor and 1 abstention (Commissioner Jarratt). Staff concurs with their recommendation.

1. The use of the property shall conform to the Multi Family Zoning District in all respects.
2. The development of the property shall generally conform to the conceptual site plan and all applicable Type Area 2 & 9 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance.
3. The development of the property shall conform to the Two Family Zoning District in all respects except for the following:
  - a) A reduction in the front yard setback requirement from 25' to 15' is allowed for Block 11, and Lots 1 & 2 of Block 12;
  - b) A reduction in the rear yard setback requirement from 20' to 15' is allowed for Block 11, and Lots 1 & 2 of Block 12;
  - c) A reduction in the minimum lot depth requirement from 100' to 90' is allowed for Lot 3, Block 12.

4. A subdivision final plat is required.

**Attachments**

Zoning application  
Property Location Map  
Zoning map  
Aerial photo  
Map with zoning notice boundary (200')  
Zoning notice to owners  
Property owner list  
Field notes  
Preliminary plat  
Proposed site plan for duplex development  
Conceptual master plan  
P&Z Minutes Excerpt  
Ordinance

**City of Belton**  
**Request for a Zoning Change**

**To the City Council and the**  
**Planning & Zoning Commission**

Fee: \$250.00

Date Received: 08-15 Date Due: 08-15 (All plans are to be returned to the Planning Department within 5 working days)

Applicant: KDAVEO, LLC Phone Number: 254-541-4548  
Mailing Address: 1432 Overlook Ridge Drive City: Belton State: TX  
Email Address: todd@rileyscotthomes.com

Owners Name: KDAVEL, LLC Phone Number: 254-541-4548  
Mailing Address: 1432 Overlook Ridge Drive City: Belton State: TX  
Email Address: todd@rileyscotthomes.com

Applicant's Interest in Property:

Owner

Legal Description of Property:

Jasper P Wallace Survey

Is this property being simultaneously platted? Yes, Preliminary Plat

Street Address: Avenue O and S. Connell Street

Zoning Change From A and 2F to SF-3 and MF-PD retail

Signature of Applicant: [Signature] Date: 8/8/19

Signature of Owner (if not applicant): \_\_\_\_\_ Date: \_\_\_\_\_

Checklist for Zoning Items to be submitted with application:

- ☐ Signed Application
- ☐ Fees Paid
- ☐ Complete Legal Description of the property to be re-zoned
- ☐ Site Plans per Section 32, Planned Development, of the Zoning Ordinance. Please see the back for specific guidelines.
- ☐ In the event the request involves more than one lot or irregular tracts or acreage, a drawing of the property must be submitted.



# Zoning Case # Z-19-20 Location

## ZONING CHANGE:

AG to R - TRACT 1  
AG/2F to SF-3 - TRACT 2  
2F to PD(MF) - TRACT 3

## LEGAL DESCRIPTION:

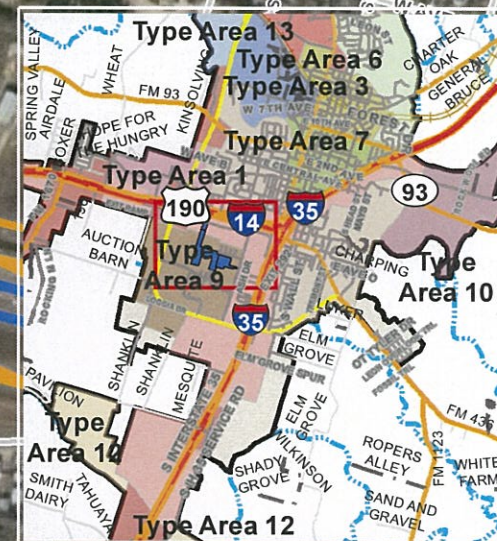
COMBINED 2.002 ACRE TRACT 1,  
30.529 ACRE TRACT 2, 12.427  
ACRE TRACT 3  
TOTAL ≈ 45 ACRES

## PROPERTY OWNER:

KDAVEO, LLC

## ADDRESS/LOCATION:

CONNELL ST AND LAILA LN



## LEGEND

  Z\_19\_20





# Zoning Case # Z-19-20 Zoning



PD C-1  
Volunteer  
Fire Dept.

## ZONING CHANGE:

AG to R - TRACT 1  
AG/2F to SF-3 - TRACT 2  
2F to PD(MF) - TRACT 3

## LEGAL DESCRIPTION:

COMBINED 2.002 ACRE TRACT 1,  
30.529 ACRE TRACT 2, 12.427  
ACRE TRACT 3  
TOTAL ≈ 45 ACRES

## PROPERTY OWNER:

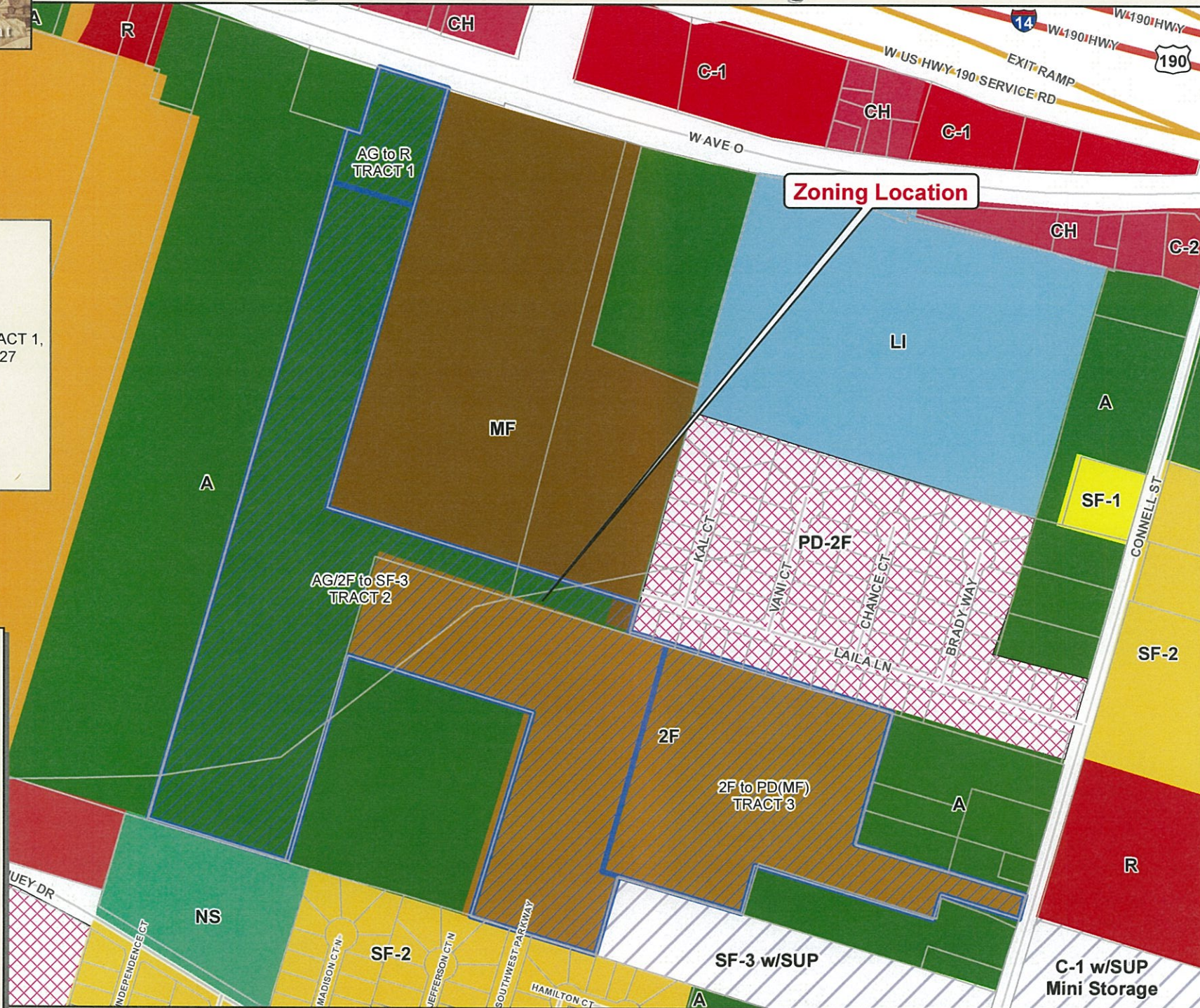
KDAVEO, LLC

## ADDRESS/LOCATION:

CONNELL ST AND LAILA LN

## Legend

- Current\_TaxParcels\_Joined
- CityLimits
- Z\_19\_20
- Current Zoning**
  - Agricultural
  - Commercial Highway
  - Commercial-1
  - Commercial-2
  - Light Industrial
  - Multi Family
  - Neighborhood Service
  - Planned Development
  - Retail
  - Single Family-1
  - Single Family-2
  - Single Family-3
  - Specific Use Permit
  - Two Family



Map Date: 9/5/2019

0 250 500 Feet



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



# Zoning Case # Z-19-20 Aerial

**ZONING CHANGE:**

AG to R - TRACT 1  
AG/2F to SF-3 - TRACT 2  
2F to PD(MF) - TRACT 3

**LEGAL DESCRIPTION:**

COMBINED 2.002 ACRE TRACT 1,  
30.529 ACRE TRACT 2, 12.427  
ACRE TRACT 3  
TOTAL ≈ 45 ACRES


**PROPERTY OWNER:**

KDAVEO, LLC

**ADDRESS/LOCATION:**

CONNELL ST AND LAILA LN

**LEGEND**

 Z\_19\_20

Map Date: 9/5/2019 Aerial Imagery Date: 2018

0 250 500  
Feet



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# Zoning Case # Z-19-20

## ZONING CHANGE:

AG to R - TRACT 1  
AG/2F to SF-3 - TRACT 2  
2F to PD(MF) - TRACT 3

## LEGAL DESCRIPTION:

COMBINED 2.002 ACRE TRACT 1,  
30.529 ACRE TRACT 2, 12.427  
ACRE TRACT 3  
TOTAL ≈ 45 ACRES





## PROPERTY OWNER:

KDAVEO, LLC

## ADDRESS/LOCATION:

CONNELL ST AND LAILA LN

## Legend

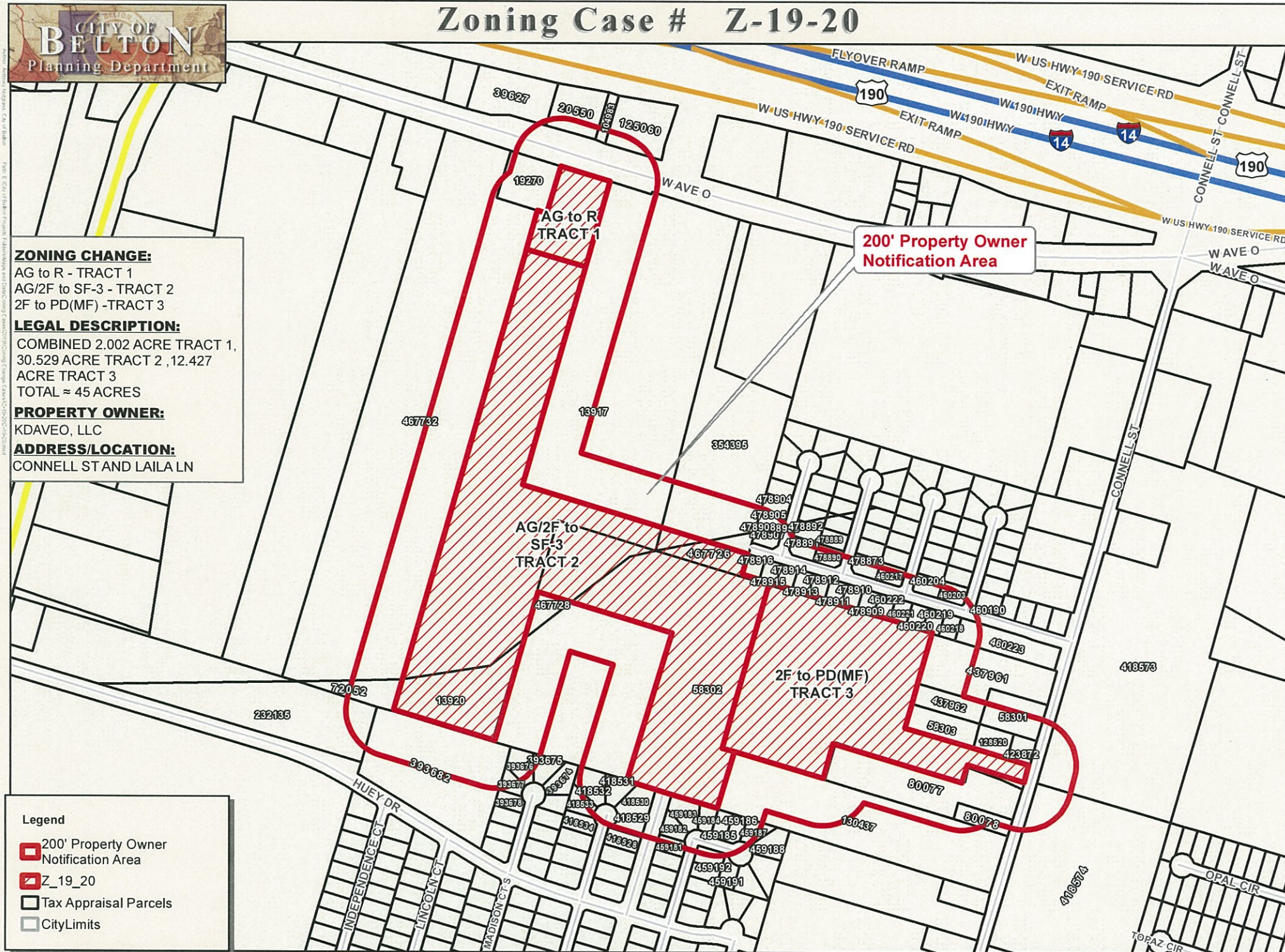
-  200' Property Owner Notification Area
-  Z\_19\_20
-  Tax Appraisal Parcels
-  City Limits

Map Date: 9/5/2019 Aerial Imagery Date: 2018

0 250 500  
Feet



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





**NOTICE OF APPLICATION  
FOR AN  
AMENDMENT TO THE ZONING ORDINANCE  
OF THE  
CITY OF BELTON**

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: KDAVEO LLC,  
TO CHANGE THE ZONING FOR THE FOLLOWING DESCRIBED PROPERTY: APPROXIMATELY 45 ACRES LOCATED  
GENERALLY WEST OF CONNELL STREET, SOUTH OF W. AVENUE O, AND NORTH OF HUEY DRIVE, IN THE VICINITY  
OF EXISTING LAILA LANE, AS FOLLOWS:

TRACT 1: 2.002 ACRES FROM AGRICULTURAL TO RETAIL DISTRICT

TRACT 2: 30.529 ACRES FROM AGRICULTURAL AND TWO FAMILY TO SINGLE FAMILY 3 DISTRICT

TRACT 3: 12.427 ACRES FROM TWO FAMILY TO PLANNED DEVELOPMENT (MULTI FAMILY) DISTRICT

THE PLANNING & ZONING COMMISSION OF THE CITY OF BELTON, TEXAS WILL HOLD A PUBLIC HEARING  
PURSUANT TO THIS REQUEST AT **5:30 P.M., Tuesday, September 17, 2019**, AT THE T.B. HARRIS CENTER, 401 N.  
ALEXANDER, BELTON, TEXAS.

IF APPROVED BY THE PLANNING & ZONING COMMISSION, THIS ITEM WILL BE PLACED ON THE AGENDA FOR  
A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL BE AT **5:30 P.M., Tuesday, September 24,  
2019**, AT THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET, BELTON, TEXAS.

AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN  
BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTEN COMMENTS ABOUT THIS ZONING CHANGE BY  
COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELOW.

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

---

circle one

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

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

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

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

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

SUPERINTENDENT  
BELTON I.S.D.  
P O Box 269  
BELTON TEXAS 76513

19270  
KLINGLER, SANDRA D  
14436 LEWELLEN CEMETERY RD  
TROY, TX 76579-3219

58301  
WILSON, EDDIE D  
1612 OAK HOLLOW  
WACO, TX 76712

72052  
MCNAMARA, JOE A  
1202 W AVENUE O  
BELTON, TX 76513-4127

104983  
EDANBRA DEVELOPMENT L C  
PO BOX 1084  
TEMPLE, TX 76503-1084

130437  
MAGNOLIA BAPTIST CHURCH  
PO BOX 475  
BELTON, TX 76513

393674  
SCULL, JOHNATHAN E & HEATHER W STANFORD  
2003 MADISON CT N  
BELTON, TX 76513

393677  
CONFIDENTIAL OWNER  
2002 MADISON CT N  
BELTON, TX 76513-1370

418528  
CAMERON, JEFFREY M ETUX LISA A  
2007 JEFFERSON CT N  
BELTON, TX 76513-1385

418531  
LESELL, DAVID L ETUX SIOBHAN K  
2001 JEFFERSON CT N  
BELTON, TX 76513

13917  
KDAVEO LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

20550  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

58302  
KEATON, CHARLES P  
5500 LOOKOUT RIDGE DR  
MARBLE FALLS, TX 78654-3684

80077  
O'BRIEN, BETTY  
9300 MANASSAS RIDGE  
MCKINNEY, TX 75071

125060  
SMITH, JIMMY WAYNE  
1101 W AVE O  
BELTON, TX 76513

232135  
BELTON IND SCHOOL DISTRICT  
PO BOX 269  
BELTON, TX 76513-0269

393675  
LEBLANC, CHRISTOPHER  
2001 MADISON CT N  
BELTON, TX 76513

393678  
DOLAN, JEFFEREY M  
2004 MADISON CT NORTH  
BELTON, TX 76513

418529  
BARR, DUSTIN ETUX KITSANA  
2005 JEFFERSON CT N  
BELTON, TX 76513

418532  
PICKERING, TRISTAN M & CLARENCE A JR  
2000 JEFFERSON COURT NORTH  
BELTON, TX 76513

13920  
KDAVEO LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

39627  
GARTH, SAM G III & REBECCA ANN  
202 TWELVE OAKS DR  
TEMPLE, TX 76504-2177

58303  
WILSON, EDDIE D  
1612 OAK HOLLOW DR  
WOODWAY, TX 76712-2253

80078  
O'BRIEN, BETTY  
9300 MANASSAS RIDGE  
MCKINNEY, TX 75071

128520  
WILSON, EDDIE D  
1612 OAK HOLLOW DR  
WOODWAY, TX 76712-2253

354395  
KDAVEO LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

393676  
PETERSON, JORDAN LYNNE  
2000 MADISON CT N  
BELTON, TX 76513-1370

393682  
BARNES INDEPENDENT DEVELOPERS L P  
PO BOX 148  
KILLEEN, TX 76540-0148

418530  
OYLER, BYRON ETUX CHRISTINE  
2003 JEFFERSON CT N  
BELTON, TX 76513

418533  
SATHER, BONNIE S  
2002 JEFFERSON CT N  
BELTON, TX 76513



418534  
WALKER, STEVIE  
2004 JEFFERSON CT N  
BELTON, TX 76513

423872  
WILSON, EDDIE D  
1612 OAK HOLLOW DR  
WOODWAY, TX 76712-2253

459181  
HUMPHREY, GARY JR ETUX JAYCI K  
1030 HAMILTON LN  
BELTON, TX 76513

459184  
FAIRWAY INDEPENDENT MORTGAGE CORPRATION  
425 PHILLIPS BLVD  
EWING, NJ 8618

459187  
HAYES, EDWARD CHRISTOPHER ETUX DEBRA  
336 HAMILTON CT  
BELTON, TX 76513

459192  
SOLOMON, NINA ETVIR DAVID  
1031 HAMILTON LN  
BELTON, TX 76513

460204  
SCG ENTERPRISES LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

460219  
TEESH LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

460222  
TEESH LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

467728  
KEATON, CHARLES P  
5500 LOOKOUT RIDGE DR  
MARBLE FALLS, TX 78654-3684

418573  
VAD TREE CAPITAL LLC  
10412 WELLER DR  
AUSTIN, TX 78750

437961  
WILSON, EDDIE D  
1612 OAK HOLLOW  
WACO, TX 76712

459182  
DUKE, JOHN W ETUX MEREDITH D  
1022 HAMILTON LN  
BELTON, TX 76513

459185  
VARGAS, HEATHER M  
308 HAMILTON CT  
BELTON, TX 76513

459188  
FARINHA, KEVIN ETUX PAULINE  
344 HAMILTON CT  
BELTON, TX 76513

460190  
SAI SEETHA LTD  
PO BOX 935  
KILLEEN, TX 76540

460217  
LK ASSOCIATES LLC  
6729 KENWOOD AVE  
DALLAS, TX 75214

460220  
TEESH LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

460223  
CROSS PLAINS HOLDING & DEVELOPMENT COMPANY  
LLC  
1432 OVERLOOK RIDGE DR  
BELTON, TX 76513

467732  
MCNAMARA, JOE A  
1202 W AVENUE O  
BELTON, TX 76513-4127

418574  
FMB GROUP LLC  
9918 FM 2483  
BELTON, TX 76541

437962  
WILSON, EDDIE D  
1612 OAK HOLLOW  
WACO, TX 76712

459183  
PEREZ, MARIO G ETUX MARIA A CORTEZ  
1014 HAMILTON LN  
BELTON, TX 76513

459186  
CULLEN, NICOLE TESSA  
322 HAMILTON CT  
BELTON, TX 76513

459191  
DIAZ, BRANDYN  
323 HAMILTON CT  
BELTON, TX 76513

460203  
TEESH LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

460218  
TEESH LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

460221  
TEESH LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

467726  
KDAVEO LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

478873  
VAISHALI ASSETS LLC  
5201 WILDFLOWER LN  
TEMPLE, TX 76502

|  |  |  |
|--|--|--|
| 478889   | 478890   | 478891   |
| LAKSHMIVANI ASSETS LLC                         | MUTYALA, SATYANARAYANA & VAIDEHI               | ISHANYA LLC                                    |
| 5201 WILDFLOWER LN                             | 10001 RIDGE POINT DR                           | 7000 PALISADES PT                              |
| TEMPLE, TX 76502                               | WACO, TX 76712                                 | BELTON, TX 76513-5557                          |
| 478892   | 478904   | 478905   |
| ISHANYA LLC                                    | VOLANTE INVESTMENS LLC                         | VOLANTE INVESTMENS LLC                         |
| 7000 PALISADES PT                              | 2007 CHAMBERLAIN LN                            | 2007 CHAMBERLAIN LN                            |
| BELTON, TX 76513-5557                          | TEMPLE, TX 76502                               | TEMPLE, TX 76502                               |
| 478906   | 478907   | 478908   |
| VOLANTE INVESTMENS LLC                         | VOLANTE INVESTMENS LLC                         | VOLANTE INVESTMENS LLC                         |
| 2007 CHAMBERLAIN LN                            | 2007 CHAMBERLAIN LN                            | 2007 CHAMBERLAIN LN                            |
| TEMPLE, TX 76502                               | TEMPLE, TX 76502                               | TEMPLE, TX 76502                               |
| 478909   | 478910   | 478911   |
| PADMASAMI LLC                                  | LK ASSOCIATES LLC                              | CROSS PLAINS HOLDING & DEVELOPMENT COMPANY LLC |
| 6715 LAS COLINAS DR                            | 6729 KENWOOD AVE                               | 1432 OVERLOOK RIDGE DR                         |
| TEMPLE, TX 76502                               | DALLAS, TX 75214                               | BELTON, TX 76513                               |
| 478912   | 478913   | 478914   |
| CROSS PLAINS HOLDING & DEVELOPMENT COMPANY LLC | CROSS PLAINS HOLDING & DEVELOPMENT COMPANY LLC | SAMIKK LLC                                     |
| 1432 OVERLOOK RIDGE DR                         | 1432 OVERLOOK RIDGE DR                         | 2007 CHAMBERLAIN LN                            |
| BELTON, TX 76513                               | BELTON, TX 76513                               | TEMPLE, TX 76502-3633                          |
| 478915   | 478916   |  |
| SAMIKK LLC                                     | SAMIKK LLC                                     |  |
| 2007 CHAMBERLAIN LN                            | 2007 CHAMBERLAIN LN                            |  |
| TEMPLE, TX 76502-3633                          | TEMPLE, TX 76502-3633                          |  |

**NOTICE OF APPLICATION  
FOR AN  
AMENDMENT TO THE ZONING ORDINANCE  
OF THE  
CITY OF BELTON**

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: KDAVEO LLC,  
TO CHANGE THE ZONING FOR THE FOLLOWING DESCRIBED PROPERTY: APPROXIMATELY 45 ACRES LOCATED  
GENERALLY WEST OF CONNELL STREET, SOUTH OF W. AVENUE O, AND NORTH OF HUEY DRIVE, IN THE VICINITY  
OF EXISTING LAILA LANE, AS FOLLOWS:

TRACT 1: 2.002 ACRES FROM AGRICULTURAL TO RETAIL DISTRICT

TRACT 2: 30.529 ACRES FROM AGRICULTURAL AND TWO FAMILY TO SINGLE FAMILY 3 DISTRICT

TRACT 3: 12.427 ACRES FROM TWO FAMILY TO PLANNED DEVELOPMENT (MULTI FAMILY) DISTRICT

THE PLANNING & ZONING COMMISSION OF THE CITY OF BELTON, TEXAS WILL HOLD A PUBLIC HEARING  
PURSUANT TO THIS REQUEST AT **5:30 P.M., Tuesday, September 17, 2019**, AT THE T.B. HARRIS CENTER, 401 N.  
ALEXANDER, BELTON, TEXAS.

IF APPROVED BY THE PLANNING & ZONING COMMISSION, THIS ITEM WILL BE PLACED ON THE AGENDA FOR  
A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL BE AT **5:30 P.M., Tuesday, September 24,  
2019**, AT THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET, BELTON, TEXAS.

AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN  
BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTEN COMMENTS ABOUT THIS ZONING CHANGE BY  
COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELOW.

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

circle one

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

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

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

DATE: 11 Sep 19 SIGNATURE: 

418574  
FMB GROUP LLC  
9918 FM 2483  
BELTON, TX 76541

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



# **QUICK INC.**

## **LAND SURVEYING**

Office Address: 1430 N. Robertson Road, Salado, Texas 76571  
Phone: 512-915-4950

**NOTE: THE METES AND BOUNDS HEREIN DESCRIBED ARE FOR REZONING PURPOSES ONLY. THIS DOES NOT REPRESENT A CERTIFIED BOUNDARY AND SHOULD NOT BE RECORDED FOR ANY PURPOSE.**

### **FIELD NOTES FOR A 2.002 ACRE TRACT OF LAND:**

**BEING A 2.002 ACRE TRACT OF LAND, LOCATED IN THE JAMES P WALLACE SURVEY, ABSTRACT NO. 906, BELL COUNTY, TEXAS; SAID 2.002 ACRE TRACT, SAID 2.002 ACRE TRACT BEING A PORTION OF THAT CERTAIN 37.561 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 201700051871, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 2.002 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron rod found in the south right-of-way line of West Avenue O, said point being a northwest corner of said 37.560 acre tract, a northeast corner of a called 1.06 acre tract recorded in Volume 3359, Page 745, Official Public Records, Bell County, Texas, and being a northwest corner of the herein described tract for rezoning;

1. **Thence**, with the northeast line of said 37.561 acre tract, the southwest right-of-way line of West Avenue O, **S 73° 34' 22" E**, a distance of **210.54'**, to a point for an exterior corner of the herein described tract of land;

Thence, across said 37.561 acre tract the following two (2) courses and distances:

2. **S 16° 05' 00" W**, a distance of **375.65'**, to a point for the southeast corner of the herein described tract;
3. **N 73° 55' 00" W**, a distance of **260.00'**, to a point located in the northwest line of said 37.560 acre tract, the southeast line of a called 24.91 acre tract recorded in Volume 1801, Page 361, Official Public Records, Bell County, Texas, said point being the southwest corner of the herein described rezoning tract;
4. **Thence**, with the northwest line of said 37.561 acre tract, the southeast line of said 24.91 acre tract, **N 16° 05' 00" E**, a distance of **168.71'**, to a 1/2" iron located at the a northeast corner of said 24.91 acre tract, a northwest corner of said 37.561 acre tract and being a northwest corner of the herein described tract;

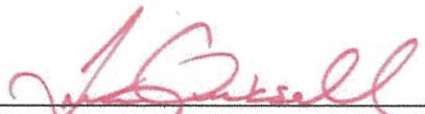
Thence, with the common lines of said 37.561 acre tract and said 1.06 acre tract the following two (2) courses and distances:



5. S 73° 12' 00" E, a distance of 52.80', to a 1/2" iron rod located for an interior corner of the herein described tract for rezoning;
6. N 15° 10' 06" E, a distance of 208.89', to the **POINT OF BEGINNING** containing 2.002 acres of land.

**Note:** The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.



  
Travis L. Quicksall Date: 08/28/2019  
RPLS #6447  
Job #19-2140.2 Rezoning

# **QUICK INC.**

## **LAND SURVEYING**

**Office Address: 1430 N. Robertson Road, Salado, Texas 76571**  
**Phone: 512-915-4950**

**NOTE: THE METES AND BOUNDS HEREIN DESCRIBED ARE FOR REZONING PURPOSES ONLY. THIS DOES NOT REPRESENT A CERTIFIED BOUNDARY AND SHOULD NOT BE RECORDED FOR ANY PURPOSE.**

### **FIELD NOTES FOR A 12.427 ACRE TRACT OF LAND:**

**BEING A 12.427 ACRE TRACT OF LAND, LOCATED IN THE JAMES P WALLACE SURVEY, ABSTRACT NO. , BELL COUNTY, TEXAS; SAID 12.427 ACRE TRACT, BEING A PORTION OF THAT CERTAIN 24.680 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 201900029127, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 12.427 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 4" pine post located in the northwest right-of-way line of Connell Street, being an exterior corner of said 24.680 acre tract, being the easternmost corner of a tract of land recorded in Volume 2198, Page 613, Official Public Records, Bell County, Texas, and being an exterior corner of the herein described tract of land;

Thence, departing the northwest right-of-way line of Connell Street, with the southwest and southeast boundary lines of said 24.680 acre tract, the following two (2) courses and distances:

1. **N 72° 55' 21" W**, a distance of **250.19'** (Record: N 72° 55' 21" W, a distance of 250.19), to a 6" pine post located for an interior corner of the herein described tract of land;
2. **S 16° 58' 12" W**, a distance of **79.12'** (Record: S 16° 58' 12" W, a distance of 79.12'), to an 8" pine post located for the westernmost corner of said tract of land recorded in Volume 2198, Page 613, and being an exterior corner of the herein described tract of land;

Thence, continuing with the southwest and southeast boundary lines of said 24.680 acre tract, with the northeast and northwest lines Tract 3 & 4, described in Volume 3956, Page 119, Official Public Records, Bell County, Texas, the following two (2) courses and distances:

3. **N 73° 22' 20" W**, a distance of **568.02'**, to a 6" pine post located for the northwest corner of said Tract 4, being an interior corner of the herein described tract of land;

4. **S 15° 52' 22" W**, a distance of **150.67'**, to a 4" pine post located at the southwest corner of said Tract 4, said point being in the northeast line of that called 6.92 acre tract of land recorded in Document No. 201900012959, Official Public Records, Bell County, Texas, and being an exterior corner of the herein described tract of land;
5. **Thence**, with a southwest line of said 24.680 acre tract, the northeast line of said 6.92 acre tract, **N 73° 33' 16" W**, a distance of **391.50'** (Record: N 73° 33' 16" W, a distance of 391.50'), to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap located for an interior corner of said 24.680 acre tract, and being an angle point the herein described tract of land;

Thence, across said 24.680 acre tract, the following two (2) courses and distances:

6. **N 74° 09' 00" W**, a distance of **52.69'**, to a point for the westernmost corner of the herein described tract of land;
7. **N 15° 51' 00" E**, a distance of **725.73'**, to a point in the northeast line of said 24.680 acre tract, the southeast line of Block 3, of Southwood Hills, Phase Two, according to the plat of record in Plat Year 2017, Plat No. 158, Plat Records, Bell County, Texas, and being the northernmost corner of the herein described tract of land;
8. **Thence**, with the northeast line of said 24.680 acre tract, the southwest line of said Block 3, Southwood Hills Phase Two, **S 73° 06' 00" E**, a distance of **719.45'** (Record: S 73° 06' 00" E), to a 5/8" iron rod located for an exterior corner of said 24.680 acre tract, being in the southwest line of Block 3, of Southwood Hills, Phase One, according to the plat of record in Plat Year 2014, Plat No. 153, Plat Records, Bell County, Texas, being the northernmost corner of that called 2.314 acre tract of land recorded in Document No. 201700018849, Official Public Records, Bell County, Texas, and being an exterior corner of the herein described tract of land;
9. **Thence**, with a southeast line of said 24.680 acre tract, the northwest line of said 2.314 acre tract, **S 16° 01' 52" W**, a distance of **216.94'** (Record: S 16° 01' 52" W, a distance of 216.94'), to a 5/8" iron rod located for the westernmost corner of said 2.314 acre tract, the northernmost corner of that called 0.608 acre tract of land recorded in Document No. 201700018849, Official Public Records, Bell County, Texas, and being an angle point of the herein described tract of land;
10. **Thence**, continuing with a southeast line of said 24.680 acre tract, the northwest line of said 0.608 acre tract, **S 15° 59' 49" W**, a distance of **90.04'** (Record: S 15° 59' 49" W, a distance of 90.04'), to a 3/8" iron rod located for the westernmost corner of said 0.608 acre tract, the northernmost corner of that called 0.750 acre tract of land recorded in



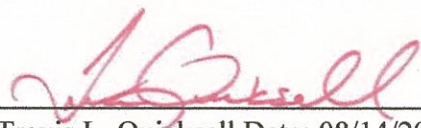
Document No. 201500001449, Official Public Records, Bell County, Texas, and being an angle point of the herein described tract of land;

Thence, continuing with the common boundary lines of said 24.680 acre tract and said 0.750 acre tract, the following two (2) courses and distances:

11. **S 16° 07' 07" W**, a distance of **110.88'** (Record: S 16° 07' 07" W, a distance of 110.88'), to a 3/8" iron rod located for an interior corner of the herein described tract of land;
12. **S 73° 32' 11" E**, a distance of **294.34'** (Record: S 73° 32' 11" E, a distance of 294.34'), to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap located for the southernmost corner of said 0.750 acre tract, the westernmost corner of a tract of land known as "Second Tract", recorded in Document No. 201000021678, Official Public Records, Bell County, Texas, and being an angle point of the herein described tract of land;
13. **Thence**, continuing with a northeast line of said 24.680 acre tract, the southwest line of said "Second Tract", **S 73° 23' 48" E**, a distance of **250.00'** (Record: S 73° 23' 48" E, a distance of 250.00'), to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap located in the northwest right-of-way line of Connell Street, being the easternmost corner of said 24.680 acre tract, being the southeast corner of said "Second Tract" and being the easternmost corner of the herein described tract of land;
14. **Thence**, with the northwest right-of-way line of Connell Street, the southeast line of said 24.680 acre tract, **S 14° 34' 42" W**, a distance of **75.63'**, to the **POINT OF BEGINNING** containing **12.427 acres** of land.

**Note:** The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



  
Travis L. Quicksall Date: 08/14/2019  
RPLS #6447  
Job #19-2140.1 Rezoning



# **QUICK INC.**

## **LAND SURVEYING**

**Office Address: 1430 N. Robertson Road, Salado, Texas 76571**  
**Phone: 512-915-4950**

**NOTE: THE METES AND BOUNDS HEREIN DESCRIBED ARE FOR REZONING PURPOSES ONLY. THIS DOES NOT REPRESENT A CERTIFIED BOUNDARY AND SHOULD NOT BE RECORDED FOR ANY PURPOSE.**

### **FIELD NOTES FOR A 30.529 ACRE TRACT OF LAND:**

**BEING A 30.529 ACRE TRACT OF LAND**, LOCATED IN THE JAMES P WALLACE, ABSTRACT NO. 906, BELL COUNTY, TEXAS; SAID 30.529 ACRE TRACT, BEING A PORTION OF THAT CERTAIN 37.561 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 201700051871, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 7.76 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 201800048274, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 24.680 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 201900029127, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 30.529 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a point in the northwest line of said 37.561 acre tract, being in the southeast line of that called 24.91 acre tract of land recorded in Volume 1801, Page 361, Official Public Records, Bell County, Texas and being the northernmost corner of the herein described tract of land;

Thence, across said 37.561 acre tract, the following three (3) courses and distances:

1. **S 73° 55' 00" E**, a distance of **260.00'**, to a point for an exterior corner of the herein described tract of land;
2. **S 16° 05' 00" W**, a distance of **941.69'**, to a point located for an interior corner of the herein described tract of land;
3. **S 73° 06' 30" E**, a distance of **994.00'**, to a point located in a southeast line of said 7.76 acre tract, a northwest line of that called Block 3, of Southwood Hills, Phase Two, according to the plat of record in Plat Year 2017, Plat No. 158, Plat Records, Bell County, Texas, and being an exterior corner of the herein described tract of land;

4. **Thence**, with the southeast line of said 7.76 acre tract, the northwest line of Block 3 of said Southwood Hills, Phase Two, **S 16° 02' 15" W**, a distance of **90.01'**, to a 1/2" iron rod located for the southernmost corner of said 7.76 acre tract, the westernmost corner of Block 3 of said Southwood Hills, Phase Two, being an angle point of said 24.680 acre tract, and being an interior corner of the herein described tract of land;
5. **Thence**, with the northeast line of said 24.680 acre tract, the southwest line of Block 3 of said Southwood Hills, Phase Two, **S 73° 06' 00" E**, a distance of **120.02'**, to a point in the northeast line of said 24.680 acre tract, the southwest line of Block 3 of said Southwood Hills, Phase Two, and being the easternmost corner of the herein described tract of land;

Thence, across said 24.680 acre tract, the following two (2) courses and distances:

6. **S 15° 51' 00" W**, a distance of **725.73'**, to a point for an interior corner of the herein described tract of land;
7. **S 74° 09' 00" E**, a distance of **52.69'**, to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap located for an interior corner of said 24.680 acre tract, and being an exterior corner of the herein described tract of land;

Thence, with the boundary lines of said 24.680 acre tract, the following seven (7) courses and distances:

8. **S 16° 46' 19" W**, a distance of **249.50'**, to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap located for the southernmost corner of the herein described tract of land;
9. **N 73° 22' 41" W**, a distance of **205.88'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;
10. **N 72° 34' 41" W**, a distance of **68.68'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;
11. **N 73° 20' 23" W**, a distance of **77.60'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;
12. **N 73° 04' 37" W**, a distance of **45.92'**, to a 1/2" iron rod located for an exterior corner of the herein described tract of land;



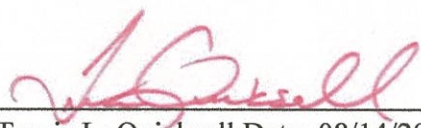
13. N 17° 00' 20" E, a distance of **651.25'**, to a 1/2" iron rod located for an interior corner of the herein described tract of land;
14. N 73° 05' 08" W, a distance of **591.80'**, to a 1/2" iron rod located for the westernmost corner of said 24.680 acre tract, being in a southeast line of said 37.561 acre tract, and being an interior corner of the herein described tract of land;
15. **Thence**, with the southeast line of said 37.561 acre tract, S 16° 07' 52" W, a distance of **652.62'**, to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap located for the southernmost corner of said 37.561 acre tract, and being an exterior corner of the herein described tract of land;

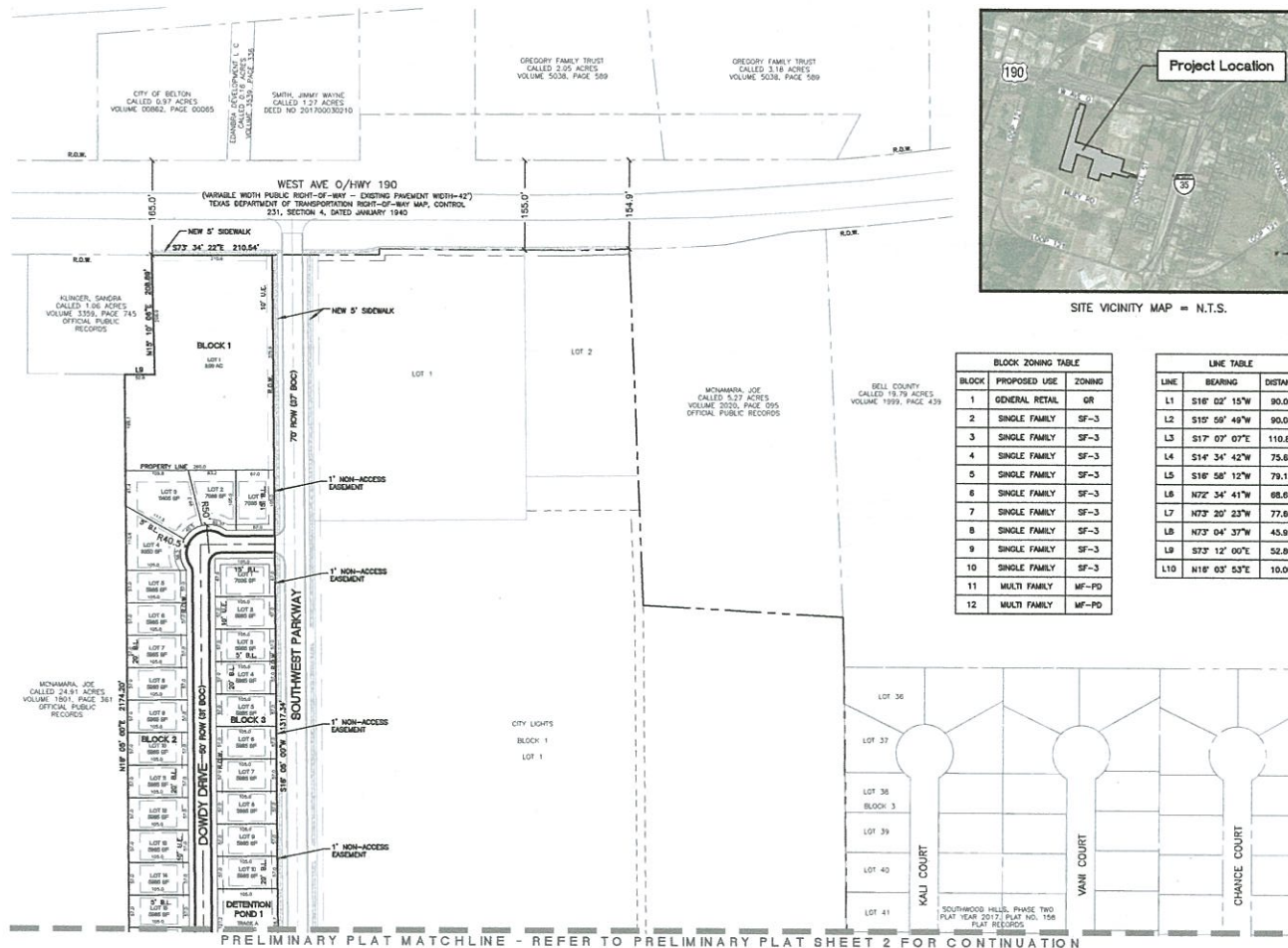
Thence, with the boundary lines of said 37.561 acre tract, the following two (2) courses and distances:

16. N 73° 18' 00" W, a distance of **446.80'**, to a 1" iron pipe located for an exterior corner of the herein described tract of land;
17. N 16° 05' 00" E, a distance of **2005.49'**, to the **POINT OF BEGINNING** containing **30.529 acres** of land.

**Note:** The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



  
Travis L. Quicksall Date: 08/14/2019  
RPLS #6447  
Job #19-2140.2 Rezoning



| BLOCK ZONING TABLE |                |        |
|--------------------|----------------|--------|
| BLOCK              | PROPOSED USE   | ZONING |
| 1                  | GENERAL RETAIL | GR     |
| 2                  | SINGLE FAMILY  | SF-3   |
| 3                  | SINGLE FAMILY  | SF-3   |
| 4                  | SINGLE FAMILY  | SF-3   |
| 5                  | SINGLE FAMILY  | SF-3   |
| 6                  | SINGLE FAMILY  | SF-3   |
| 7                  | SINGLE FAMILY  | SF-3   |
| 8                  | SINGLE FAMILY  | SF-3   |
| 9                  | SINGLE FAMILY  | SF-3   |
| 10                 | SINGLE FAMILY  | SF-3   |
| 11                 | MULTI FAMILY   | MF-PD  |
| 12                 | MULTI FAMILY   | MF-PD  |

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | S16° 02' 15"W | 90.01    |
| L2         | S15° 59' 49"W | 90.04    |
| L3         | S17° 07' 07"E | 110.81   |
| L4         | S14° 34' 42"W | 75.63    |
| L5         | S16° 58' 12"W | 79.12    |
| L6         | N72° 34' 41"W | 68.68    |
| L7         | N73° 20' 23"W | 77.60    |
| L8         | N73° 04' 37"W | 45.92    |
| L9         | S75° 12' 00"E | 52.80    |
| L10        | N16° 03' 53"E | 100.00   |

**DEVELOPER:**  
KDAVEO, LLC  
1432 OVERLOOK RIDGE DRIVE  
BELTON, TX 76513  
(254) 541-4548

**REGISTERED PROFESSIONAL LAND SURVEYOR:**  
QUICK INC. LAND SURVEYING  
1420 N. ROBERTSON ROAD  
SALADO, TX 76571  
(512) 915-4950

**REGISTERED PROFESSIONAL ENGINEER:**  
CLARK & FULLER, PLLC  
215 N. MAIN STREET,  
TEMPLE, TEXAS 76501  
(254) 899-0899

STATE OF TEXAS  
COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.



Justin B. Fuller 9-12-19  
JUSTIN B. FULLER  
REGISTRATION NUMBER 100183

APPROVED FOR PRELIMINARY APPROVAL:

CITY ENGINEER

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

APPROVED FOR PREPARATION OF FINAL PLAT

CHAIRMAN, PLANNING AND ZONING COMMISSION

DATE \_\_\_\_\_

MAYOR, CITY COUNCIL

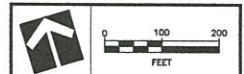
DATE: \_\_\_\_\_

GENERAL NOTES:

1. STORM DRAINAGE SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF BELTON'S DRAINAGE DESIGN MANUAL.
2. BASED ON INFORMATION AVAILABLE FROM THE FIRE RATE MAP NUMBER 48027C0340E, DATED SEPTEMBER 28, 2008, THE SUBJECT PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD ZONE.
3. A 6' SOLID FENCE/SCREENING IS REQUIRED FOR ALL SINGLE FAMILY LOTS THAT BACK OR SIDE A PUBLIC STREET.

## HOA NOTES:

1. HOA/POA TO OWN AND MAINTAIN ALL DETENTION POND AND DRAINAGE TRACTS



## DEVELOPMENT STATISTICS

|  |   |              |
|--|---|--------------|
| TOTAL NUMBER OF LOTS                           | = | 150          |
| TOTAL NUMBER OF BLOCKS                         | = | 12           |
| TOTAL NUMBER OF TRACTS                         | = | 5            |
| TOTAL ACREAGE                                  | = | 44,908 ACRES |
| TOTAL DEVELOPED SINGLE FAMILY RESIDENTIAL LOTS | = | 145          |
| TOTAL DEVELOPED MULTI FAMILY RESIDENTIAL LOTS  | = | 4            |
| TOTAL DEVELOPED COMMERCIAL LOTS                | = | 1            |

### PARKING REQUIREMENTS

| ZONING      | REQUIRED PARKING  |
|-------------|-------------------|
| SF-3 ZONING | 4 SPACES          |
| MF-PD       | 3 SPACES PER UNIT |

## EASEMENTS AND BUILDING LINES

SE-3 ZONING (BLOCKS 2, 3 & 5)

|                            |    |
|----------------------------|----|
| FRONT BUILDING LINE        | == |
| SIDE STREET BUILDING LINE* | == |
| SIDE BUILDING LINES        | == |
| REAR BUILDING LINE         | == |

SF-3 ZONING (BLOCKS 4, 6, 7, 8, 9 & 10)

|                            |    |
|----------------------------|----|
| FRONT BUILDING LINE        | == |
| SIDE STREET BUILDING LINE* | == |
| SIDE BUILDING LINES        | == |
| REAR BUILDING LINE         | == |

\*ANY SF-3 LOT WITH GARAGE DESIGNATED FOR ENTRY FROM THE SIDE YARD FACING A STREET SHALL OBSERVE A MINIMUM BUILDING SETBACK OF 20'.

MF-PD (BLOCK 11 & BLOCK 12 LOTS 1&2)  
FRONT SUBDIVISION

|                           |   |   |
|---------------------------|---|---|
| FRONT BUILDING LINE       | = | 1 |
| SIDE STREET BUILDING LINE | = | 1 |
| SIDE BUILDING LINES       | = | 1 |
| REAR BUILDING LINE        | = | 1 |

ME-PD (BLOCK 12 LOT 3)

|                           |    |   |
|---------------------------|----|---|
| FRONT BUILDING LINE       | == | 2 |
| SIDE STREET BUILDING LINE | == | 1 |
| SIDE BUILDING LINES       | == | 2 |
| REAR BUILDING LINE        | == | 2 |

10' UTILITY EASEMENT ALONG ALL ROAD FRONTAGE



WEST AVENUE O  
ADDITION

BELTON, TEXAS

PRELIMINARY PLAT  
SHEET 1

## DRAFTING STATUS

THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF JUSTIN B. FULLER P.E. 100183, CLARK & FULLER, P.L.C. FIRM NO. F-10304.

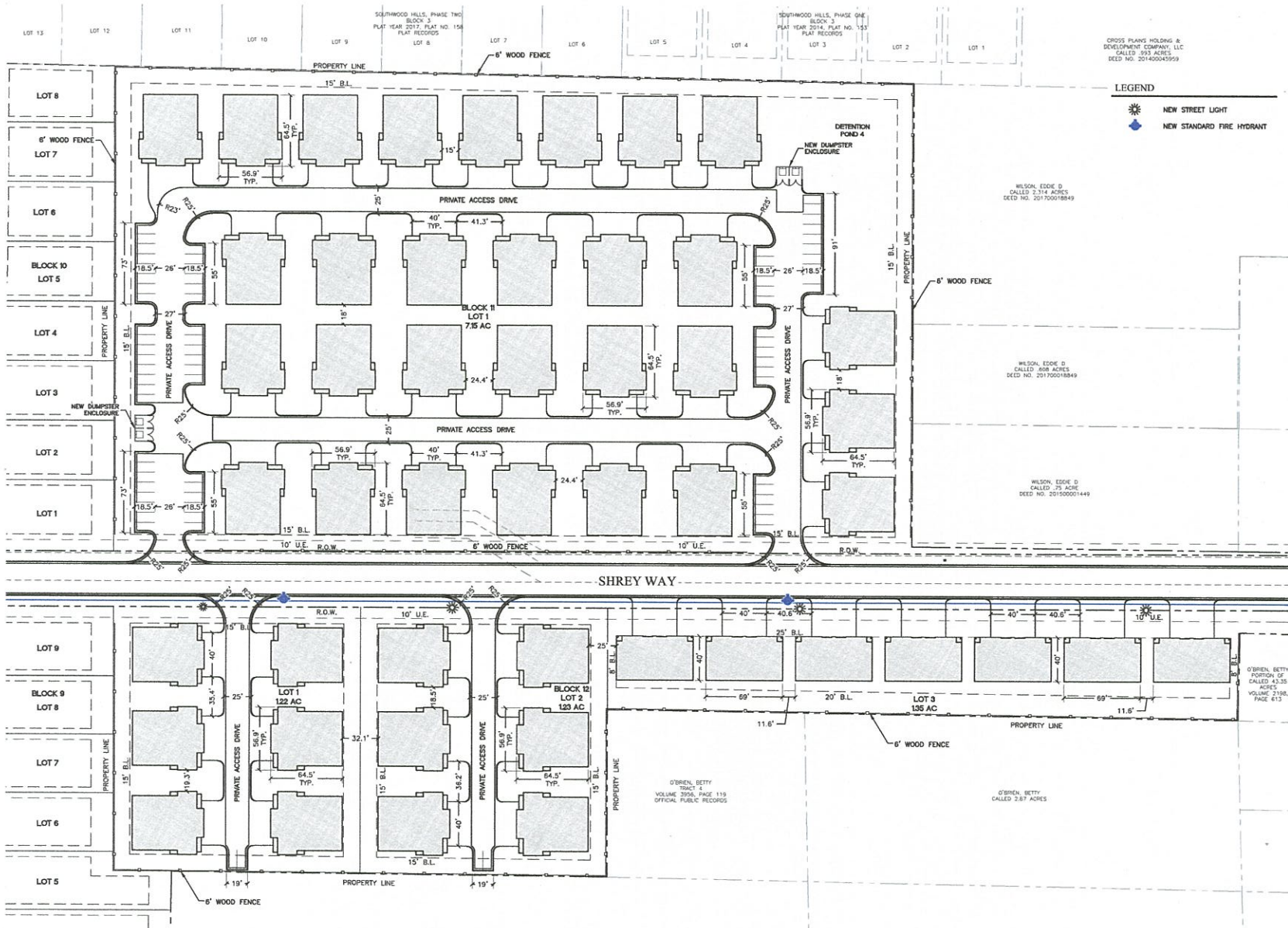
- ☒ FOR REVIEW  
THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERNAL REVIEW ONLY  
AS PER DATE ON DRAWING. IT IS NOT TO BE USED FOR BIDDING OR  
CONSTRUCTION PURPOSES. ONLY DRAWINGS ISSUED "FOR CONSTRUCTION"  
CAN BE CONSIDERED COMPLETE.
- ☐ FOR CONSTRUCTION

- |  |            |           |
|--|------------|-----------|
|  | Designed   | JDF       |
|  | Drafted    | JRC       |
|  | Project No | 191929.01 |
|  | Plot Date  | 9-12-19   |

|            |           |
|------------|-----------|
| Designed   | JDF       |
| Drafted    | JRC       |
| Project No | 191929.01 |
| Plot Date  | 9-12-19   |

## 1.1





0 40 80  
FEET

**DEVELOPMENT STATISTICS**

Block 11, Lot 1  
Duplex Buildings = 29

Block 12, Lot 1  
Duplex Buildings = 6

Block 12, Lot 2  
Duplex Buildings = 6

Block 12, Lot 3  
Duplex Buildings = 7

**PARKING STATISTICS**

REQUIRED PARKING: MF-PD ZONING  
3 SPACES PER UNIT

**PROVIDED PARKING:**

Block 11, Lot 1  
Garage Parking = 58  
Driveway Parking = 118  
Additional Parking = 70  
Total Required = 174  
Total Provided = 244

Block 12, Lot 1 & 2  
Garage Parking = 24  
Driveway Parking = 48  
Additional Parking = 4  
Total Required = 72  
Total Provided = 76

Block 12, Lot 3  
Garage Parking = 14  
Driveway Parking = 28  
Total Required = 42  
Total Provided = 42

**EASEMENTS AND BUILDING LINES (UNLESS OTHERWISE NOTED)**

MF-PD

FRONT BUILDING LINE = 15'  
SIDE STREET BUILDING LINE = 15'  
SIDE BUILDING LINES = 8'  
REAR BUILDING LINE = 20'

10' UTILITY EASEMENT ALONG ALL ROAD FRONTAGE

**CLARK & FULLER**  
CIVIL ENGINEERING • DESIGN • PLANNING

**WEST AVENUE O  
ADDITION**  
BELTON, TEXAS

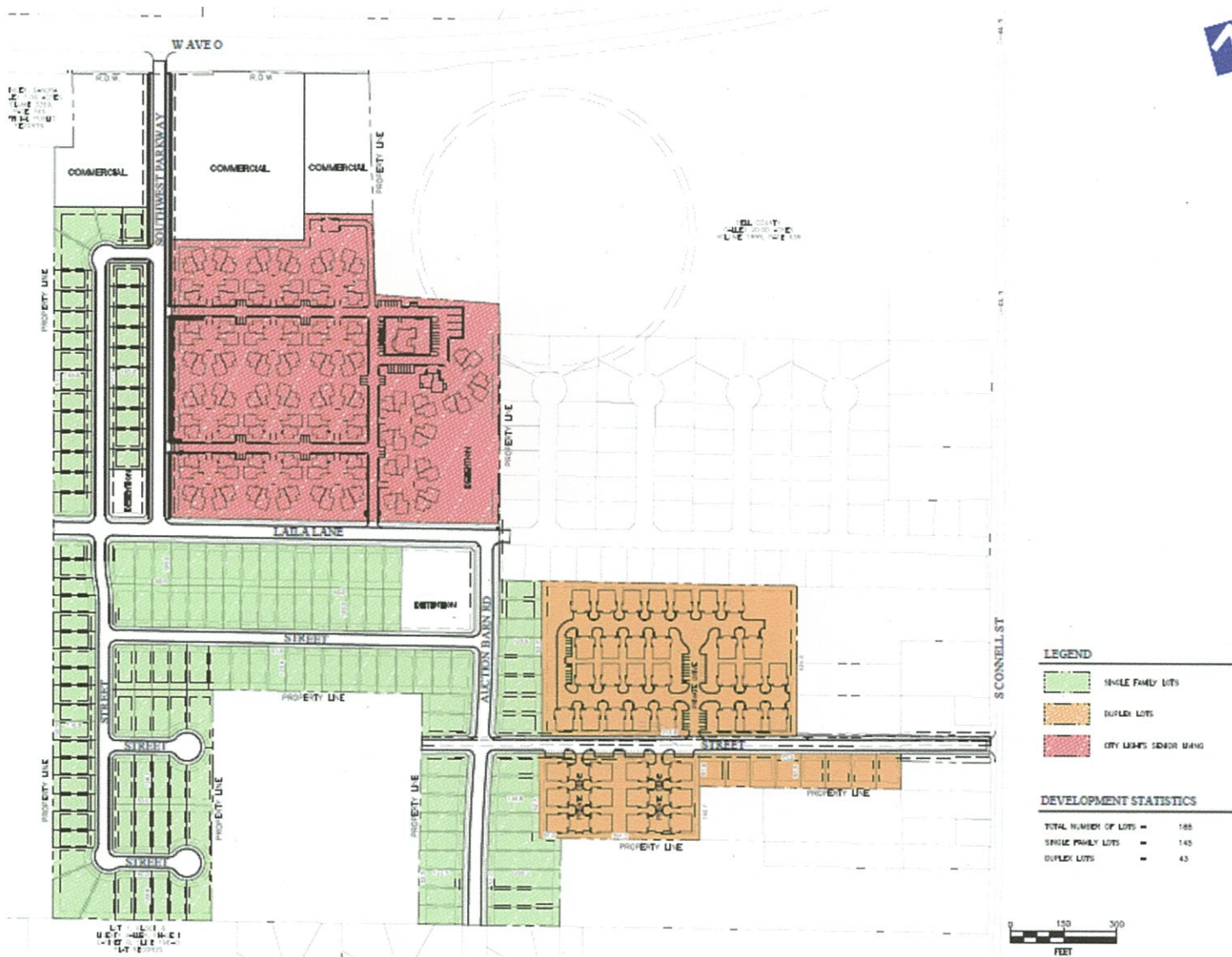
**MULTI-FAMILY  
SITE PLAN**

**DRAWING STATUS**

THIS DRAWING WAS PREPARED UNDER THE AUTHORITY OF ARTHUR B. FULLER, LICENSED PROFESSIONAL ENGINEER, STATE OF TEXAS, LICENSE NO. 100783. ANY CHANGES TO THIS DRAWING MUST BE MADE BY THE ENGINEER OR ARCHITECT. ANY CHANGES MUST BE MADE BY THE ENGINEER OR ARCHITECT. ANY CHANGES MUST BE MADE BY THE ENGINEER OR ARCHITECT.

| Drawn       | Checked   | Designed |
|-------------|-----------|----------|
| JBF         | JRC       | JBF      |
| Project No. | 191929.01 |          |
| Plot Date   | 9-12-19   |          |

1



## Southwest Hills/Avenue O

### Conceptual Master Plan

Minutes of the  
**Planning and Zoning Commission (P&ZC)**  
City of Belton  
333 Water Street  
Tuesday, September 17, 2019

---

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Zach Krueger, Luke Potts, David Jarratt, Quinton Locklin, Dave Covington, Ty Hendrick, Allison Turner and Stephanie O'Banion. The following staff members were present: Director of Planning Cheryl Maxwell, Planning Clerk Laura Livingston, Director of Public Works Angellia Points, Planner Tina Moore, and IT Specialist Ryan Brown.

**5. Z-19-20 Hold a public hearing and consider a zoning change from Agricultural and Two Family Districts to Retail, Single Family Three, and Planned Development (Multi Family) Districts on approximately 45 acres located generally west of Connell Street, south of W. Avenue O, and north of Huey Drive, along an extension of Laila Lane.**

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

Mr. Jarratt recused himself from Z-19-20 and P-19-27.

Chair Baggerly opened the public hearing. The applicant Mr. Todd Scott, 1432 Overlook Ridge Drive, said there is a lot to look at up there. The overall scope of the project is planned to be completely built out in 2 to 2.5 years. The 145 single family lots are committed, so they are going to build out in a two-year process by one builder. City Lights, which is the 55 and older senior living development, will be built in two phases. The area in orange (shown before the Commission) is a one-story apartment complex that will get built out over an 18-month to 24-month timeframe simultaneously. The other part is the assisted living community, Mr. Scott said. What does all of this mean to the community? There will be 120 units for senior living, 70 units for assisted living, 145 single family homes, and 98 units of multifamily lots. In about 2 to 2.5 years that's a \$70 million assessed valuation of that property, which is about \$2 million a year in property taxes. What it also means is you are looking at 363 new front doors, with about 700 new residents, all within a mile of the intersection of Loop 121/I-14/I-35. What that really means is that this really gets the attention of your retailers, he said, to come to an area with those new rooftops. These are going to be owners who earn higher than the average median income because these are all new construction. We fully intend to stick with the 90 percent masonry on these. Mr. Scott said he didn't want to reduce his lot from 100 to 91 feet with the road to the cell tower, but the cell tower had complete control over that. He feels strongly as a resident of Belton, where his children attend school, that this is an overall development that is going to create activity at that intersection and improve the community overall.

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

Char Baggerly said he is excited to see development on the south side of town. Mr. Covington agreed.

Mr. Hendrick made a motion to approve Z-19-20. Mr. Krueger seconded the motion. The motion was approved with 8 ayes, 0 nays.



## **ORDINANCE NO. 2019-48**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICTS FROM AGRICULTURAL AND TWO FAMILY DISTRICTS TO RETAIL, SINGLE FAMILY THREE, AND PLANNED DEVELOPMENT (MULTI FAMILY) DISTRICTS ON APPROXIMATELY 45 ACRES, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 9 and 2 DESIGN STANDARDS.**

**WHEREAS**, Todd Scott, KDAVEO, LLC, owner of the following described property has presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 17<sup>th</sup> day of September, 2019, at 5:30 p.m. for hearing and adoption, said district being described as follows:

Approximately 45 acres located generally west of Connell Street,  
south of W. Avenue O, and north of Huey Drive,  
along an extension of Laila Lane in Belton, Texas  
(location map attached as Exhibit "A")

**WHEREAS**, said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time and place of the hearing on said application by the City Council of the City of Belton was set for the 24<sup>th</sup> day of September, 2019, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

**WHEREAS**, a hearing was held upon the application by the City Council of the City of Belton at the time, place and date herein before set forth and no valid objection to said amendments was presented.

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Belton, Texas, that the said districts located on a tract of land as more fully and completely described above, be and is hereby changed from Agricultural and Two Family Districts to Retail, Single Family Three, and Planned Development (Multi Family) Districts, in accordance with Section 21—Retail Zoning District, Section 12—Single Family Three Zoning District, Section 15—Multiple Family Zoning District, Section 32—Planned Development District, and the Design Standards in Ordinance No. 2014-17, Section 7.1 of the Zoning Ordinance. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

1. The use of the property shall conform to the Multi Family Zoning District in all respects.



2. The development of the property shall generally conform to the conceptual site plan (See Exhibit "B") and all applicable Type Area 2 & 9 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance.
3. The development of the property shall conform to the Two Family Zoning District in all respects except for the following:
  - a) A reduction in the front yard setback requirement from 25' to 15' is allowed for Block 11, and Lots 1 & 2 of Block 12;
  - b) A reduction in the rear yard setback requirement from 20' to 15' is allowed for Block 11, and Lots 1 & 2 of Block 12;
  - c) A reduction in the minimum lot depth requirement from 100' to 90' is allowed for Lot 3, Block 12.
4. A subdivision final plat is required.

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 24<sup>th</sup> day of September, 2019, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

**SIGNED AND APPROVED** by the Mayor and attested by the City Clerk on this the 24<sup>th</sup> day of September, 2019.

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

ATTEST:

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



**ZONING CHANGE:**

AG to R - TRACT 1  
AG/2F to SF-3 - TRACT 2  
2F to PD(MF) - TRACT 3

**LEGAL DESCRIPTION:**

COMBINED 2.002 ACRE TRACT 1,  
30.529 ACRE TRACT 2, 12.427  
ACRE TRACT 3  
TOTAL ≈ 45 ACRES


**PROPERTY OWNER:**

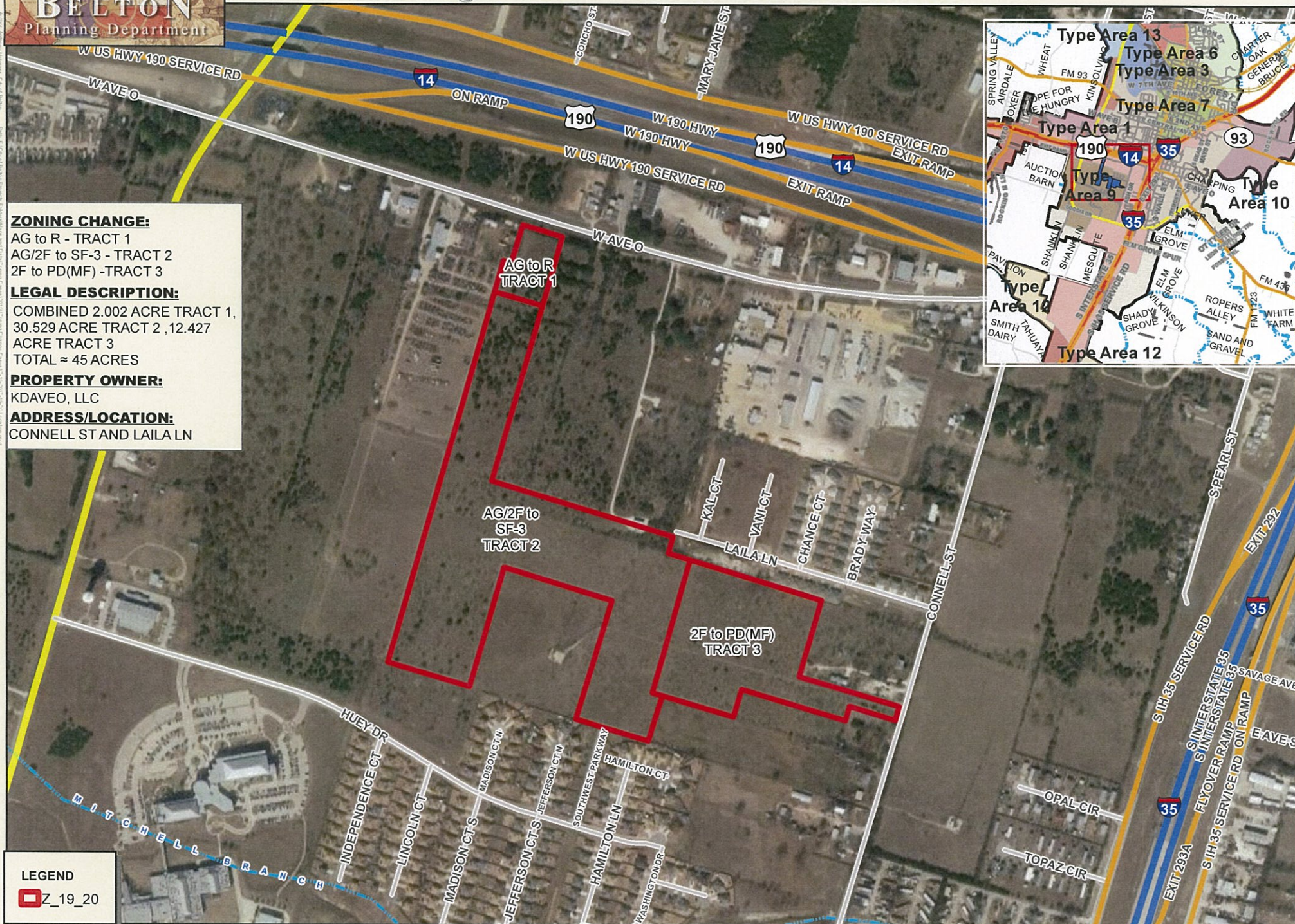
KDAVEO, LLC

**ADDRESS/LOCATION:**

CONNELL ST AND LAILA LN

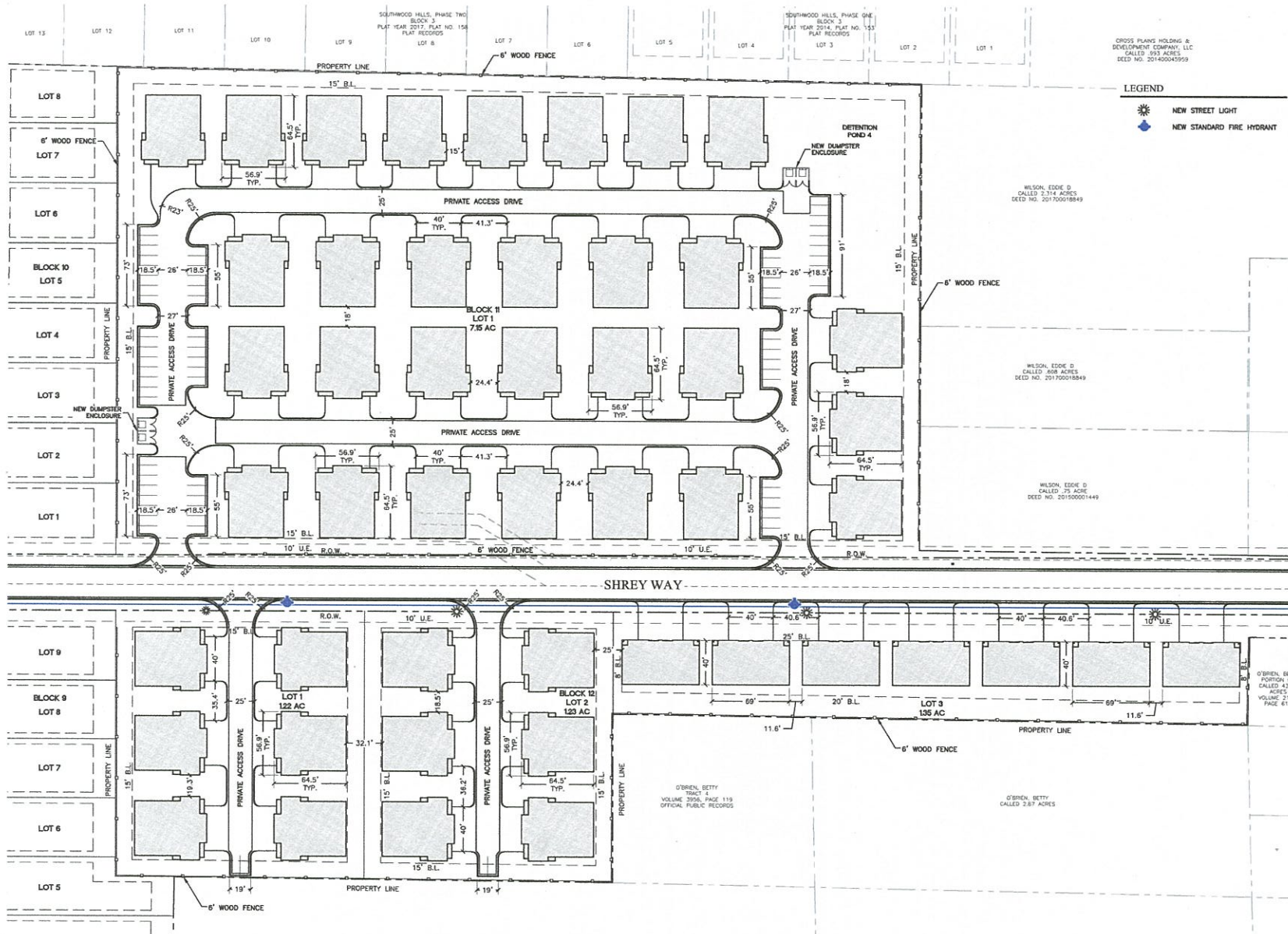
**LEGEND**

 Z\_19\_20






# EXHIBIT "B"



CROSS PLANS HOLDING &  
DEVELOPMENT COMPANY, LLC  
CALLED 593 ACRES  
DEED NO. 20140047993

## LEGEND

- NEW STREET LIGHT
- NEW STANDARD FIRE HYDRANT




0 40 80  
FEET

| DEVELOPMENT STATISTICS |      |
|------------------------|------|
| BLOCK 11, LOT 1        |      |
| DUPLEX BUILDINGS       | = 29 |
| BLOCK 12, LOT 1        |      |
| DUPLEX BUILDINGS       | = 6  |
| BLOCK 12, LOT 2        |      |
| DUPLEX BUILDINGS       | = 6  |
| BLOCK 12, LOT 3        |      |
| DUPLEX BUILDINGS       | = 7  |

| PARKING STATISTICS             |       |
|--------------------------------|-------|
| REQUIRED PARKING: MF-PD ZONING |       |
| 3 SPACES PER UNIT              |       |
| PROVIDED PARKING:              |       |
| BLOCK 11, LOT 1                |       |
| GARAGE PARKING                 | = 58  |
| DRIVEWAY PARKING               | = 118 |
| ADDITIONAL PARKING             | = 70  |
| TOTAL REQUIRED                 | = 174 |
| TOTAL PROVIDED                 | = 244 |
| BLOCK 12, LOT 1 & 2            |       |
| GARAGE PARKING                 | = 24  |
| DRIVEWAY PARKING               | = 48  |
| ADDITIONAL PARKING             | = 4   |
| TOTAL REQUIRED                 | = 72  |
| TOTAL PROVIDED                 | = 76  |
| BLOCK 12, LOT 3                |       |
| GARAGE PARKING                 | = 14  |
| DRIVEWAY PARKING               | = 28  |
| TOTAL REQUIRED                 | = 42  |
| TOTAL PROVIDED                 | = 42  |

| EASEMENTS AND BUILDING LINES<br>(UNLESS OTHERWISE NOTED) |       |
|--|-------|
| MF-PD  |       |
| FRONT BUILDING LINE                                      | = 15' |
| SIDE STREET BUILDING LINE                                | = 15' |
| SIDE BUILDING LINES                                      | = 8'  |
| REAR BUILDING LINE                                       | = 20' |
| 10' UTILITY EASEMENT ALONG ALL ROAD FRONTAGE             |       |



**CLARK & FULLER**  
CIVIL ENGINEERING • DESIGN • PLANNING

**WEST AVENUE O  
ADDITION**  
BELTON, TEXAS

**MULTI-FAMILY  
SITE PLAN**

**DRAWING STATUS**

THIS DRAWING WAS PREPARED UNDER THE AUTHORITY OF ARTHUR B. FULLER, THE ENGINEER OF RECORD, AND IS NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF CLARK & FULLER.

DATE: 9-12-19

DESIGNED: JBF

DRAWN: JRC

PROJECT NO: 191929.01

FILE NO: 9-12-19

1

# Staff Report – City Council Agenda Item



**Date:** September 24, 2019  
**Case No.:** P-19-27 West Avenue O Addition  
**Request:** Preliminary Plat  
**Applicant/Owner:** Todd Scott - KDAVEO, LLC

## **Agenda Item #11**

Consider a preliminary plat of West Avenue O Addition, comprising approximately 45 acres located generally west of Connell Street, south of W. Avenue O, and north of Huey Drive, along an extension of Laila Lane.

**Originating Department:** Planning – Cheryl Maxwell, Director of Planning

**Current Zoning:** Agricultural and Two Family **Proposed Zoning:** Retail, SF3, and PD (MF)

**Future Land Use Map (FLUM) Designation:** Primarily residential with commercial/retail uses along Avenue O frontage.

**Design Standards Type Area:** 9 and 2

9 – (Majority of area) – Projected to be a mixture of uses taking into consideration context and the Loop 121 corridor.

2 – (Along Avenue O frontage) – Projected to be primarily commercial highway frontage uses with opportunities for mixed uses, hotels, restaurants, new car dealerships, multi-story office, and other similar commercial uses.

## **Case Summary**

This property is the proposed site of a mixed use development with retail on the Avenue O frontage, and residential use—detached single family homes and duplex style apartments—on the remainder.

A zoning change from Agricultural and Two Family District to Retail, Single Family 3, and Planned Development (Multi Family) District is needed to accommodate the proposed uses and is on this meeting's agenda. Portions of this preliminary plat were included in the preliminary plat for City Lights Addition--Blocks 2 & 3, that was approved in January this year. Those blocks were each shown as one lot at that time and are now part of the proposal for detached single family homes. Extensions of Southwest Parkway and Laila Lane were also part of the City Lights Addition. The plat boundary for West Avenue O Addition only includes an extension of Southwest Parkway on the south side of Laila Lane, with Laila Lane and the northern segment of Southwest Parkway outside the plat boundary. Whichever development proceeds first with a final plat will be required to include these roadways and improve as needed for access and circulation.



## **Project Analysis and Discussion**

This plat includes approximately 45 acres with one retail lot along West Avenue O, 145 single family lots in the western section of the plat, and four lots for multi-family use with 96 duplex units in the eastern section of the plat. Below is a summary of the area requirements for the SF3 and Retail Zoning Districts.

### **SF3**

- Front Yard: 25'
- Side Yard: 5'; 15' from street ROW
- Rear Yard: 20'
- Lot Area: 5,000 sq. ft.
- Lot Width: 50'
- Lot Depth: 90'

### **Retail**

- Front Yard: 25'
- Side Yard: 25'
- Rear Yard: 20'
- Lot Area: 7,000 sq. ft.
- Lot Width: 60'
- Lot Depth: n/a

With regard to building setback lines in the SF3 lots, the applicant is requesting a reduction from 25' to 20' for those that have less than 120' depth. This is to accommodate proposed building plans that allow a larger back yard. This will apply to Blocks 2, 3 & 5 in the westernmost section of this plat along Dowdy Drive, for a total of 51 lots. This reduction in front yard setback is noted on the plat. A note is also provided on the plat that any garage designed to be entered from the side yard facing a public street shall have a minimum setback of 20'. This will ensure there is adequate room to park a vehicle in the driveway to provide the required minimum of 4 parking spaces on site, i.e. 2 in the garage and 2 in the driveway. The plat also prohibits access to collector streets when a lot has frontage on both a collector and local street, to limit the number of driveways and vehicles backing onto the collector street. Both of these provisions apply only to corner lots.

The duplex units will occupy Blocks 11 & 12 along Shrey Way in the eastern section of the plat. The applicant is requesting a Planned Development Zoning District with a Multi Family base district for the duplex units to accommodate reductions in the setback and area requirements. The Zoning Ordinance requires duplex developments in the MF Zoning District to observe the area requirements of the Two Family Zoning District. Area requirements for both of these districts are shown below:

### **MF**

- Front Yard: 25'
- Rear Yard: 20'
- Side Yard: 8'; 10' or 15' between bldgs;  
15' on street;
- Lot Area: 10,000 sq. ft; 2,420 sq. ft/unit;  
max 18 units/acre
- Lot Width: 80'
- Lot Depth: 120'
- Lot Coverage: 40%

### **2F**

- Front Yard: 25'
- Rear Yard: 20'
- Side Yard: 8'; 15' on street;
- Lot Area: 3,600 sq. ft/unit;  
7,200 /bldg.;
- Lot Width: 65'
- Lot Depth: 100'
- Lot Coverage: 40%

The proposed reductions in setback and area requirements for the duplex units are as follows:

- Block 11 and Block 12, Lots 1 & 2: front yard setback from 25' to 15'  
rear yard setback from 20' to 15'
- Block 12, Lot 3: lot depth from 100' to 90'

The duplex units will be one story with 3 bedrooms and 2 bathroom, with a one car garage and two parking spaces in the driveway for a total of 3 spaces per unit. An extra 70 parking spaces are provided for additional parking in Block 11. Four additional space are provided in Block 12.

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

**Water:** An existing 8" water line runs along the south side of West Avenue O. There is also an 8" waterline stubbed out at the end of the existing termination of Laila Lane and an 8" line along Connell Street. The applicant will be connecting these lines with an 8" water main that will be extended throughout the subdivision and along the new sections of Southwest Parkway and Laila Lane. The 8" line satisfies minimum requirements for fire protection.

**Sewer:** An existing 8" sewer line runs along Laila Lane, east of this property, and a 10" sewer line runs along Connell Street. The applicant proposes to tie into these lines and extend an 8" line throughout the subdivision and along the extension of Laila Lane westward. The developer's engineer will confirm the existing 8" line along Laila and existing 10" line in Connell can handle the projected sewer flows.

**Streets:** The portion of Southwest Parkway south of Laila Lane is included in this preliminary plat boundary. Extensions of Laila Lane westward and Southwest Parkway north of Laila Lane are included in the preliminary plat of City Lights Addition, but are also needed for this development. Both of these streets are minor collectors on the city's Thoroughfare Plan map. Both Laila Lane and Southwest Parkway will be constructed with a 37' pavement width with curb and gutter within a 70' ROW.

Several local streets are proposed for construction as part of this development and will be constructed with a 31' pavement width with curb/gutter within a 50' ROW.

West Avenue O and Connell Street are major collectors on the city's Thoroughfare Plan map. Major collectors require a minimum ROW width of 80'. For Avenue O, there is currently approximately 155' of ROW; no additional ROW is needed. Existing pavement width of Avenue O in this vicinity is approximately 42'; there is no curb/gutter but instead a bar-ditch drainage system. The City Public Works Director has determined that no perimeter street improvements are needed for Avenue O. For Connell Street, there is approximately 52' ROW in this vicinity, which is a deficit of 28'. The applicant is responsible for dedicating ½ of the needed ROW, in this case, 14'. Existing pavement width of Connell Street is approximately 22'; there is no curb/gutter. Perimeter street improvements are required for the frontage along Connell Street and will be evaluated with the final plat.

**Sidewalks:** Per the city's CURRENT Subdivision Ordinance, a 5' wide sidewalk is required along BOTH sides of internal collector streets and the subdivision side of perimeter collector streets. Therefore, a 5' wide sidewalk is required along both sides of Laila Lane and Southwest Parkway, the south side of W. Avenue O, and the west side of Connell Street.

**Drainage:** Pre and post-drainage maps have been provided along with a drainage report. On-site detention ponds are proposed to address drainage needs and will be privately owned and maintained. A detailed review of the drainage plans and drainage report will be conducted with the final plat and site plan.

**Parkland Dedication/Fees:** The parkland fee requirement per Subdivision Ordinance Section 517 is \$200 per residential unit. For 145 single family dwelling units and 96 two family dwelling units (total of 241 dwelling units), the fee equates to \$48,200. This may also be satisfied with land dedication of 1 acre/100 dwelling units, or 2.41 acres in a site acceptable to the city. The applicant has submitted a variance request and intends to provide land and on-site amenities to address this requirement; a detailed plan will be provided with the final plat, and evaluation of the applicant's requested variance will occur at that time. Funds collected would be used to develop the city park near the Liberty Valley development, which is within a one-mile radius of this subdivision.

**P&ZC Update:**

At the September 17, 2019 Planning Commission meeting, Commissioner Covington proposed consideration of a variance to the requirement of sidewalks on both sides of collector streets, to reduce the requirement to one side only. Please refer to the minutes from this meeting for details regarding this item. The P&ZC voted to grant a variance for the segments of Laila Lane and Southwest Parkway that are in this plat boundary, requiring a 5' sidewalk on one side instead of both. This was approved with 8 votes in favor, with David Jarratt recusing himself and abstaining from voting.

We are concerned about the P&ZC recommendation to grant a variance to the sidewalk requirement for a number of reasons, including proposed neighborhood density and pending evaluation of sidewalk standards.

1. Density:

This development alone is proposing 241 dwelling units. Other developments in this vicinity include City Lights Addition with 120 proposed dwelling units, West Canyon Trails with 170 proposed dwelling units, and Southwood Hills Phases I & II underway with 146 dwelling units. These total 677 dwelling units. If you add in the Liberty Valley development to the south, that is an additional 200 dwelling units, for a total of 877. With this level of development, we anticipate Southwest Parkway and Laila Lane to be heavily traveled. For pedestrian safety, it appears sidewalks are needed on both sides of these collector streets.

2. Pending Evaluation of Sidewalk Standards: Proposed Subdivision Ordinance amendments, to include sidewalks, were tabled at the June 18, 2019 Planning Commission meeting, to allow a joint workshop with the City Council and the Planning Commission. We are working to coordinate a date for that workshop, which will likely occur in November. In the interim, we recommend the current requirements continue to be applied, and if some relaxation in the standards is approved, then these changes could apply to this subdivision when the final plat is presented for consideration.

### **Recommendation**

The Planning and Zoning Commission met on September 17, 2019 and recommended approval of the preliminary plat of West Avenue O Addition, subject to the conditions below, with 8 votes in favor, and 1 abstention (Commissioner Jarratt). Staff concurs with their recommendation, except with regard to the sidewalk requirement, Item #6.

- 1) Approval of zoning change to Retail, Single Family 3, and Planned Development (Multi-Family) Zoning Districts, to include reduction in the following setbacks for lots located in the Planned Development District:
  - a. A reduction in the front yard setback requirement from 25' to 15' is allowed for Block 11, and Lots 1 & 2 of Block 12;
  - b. A reduction in the rear yard setback requirement from 20' to 15' is allowed for Block 11, and Lots 1 & 2 of Block 12;
  - c. A reduction in the minimum lot depth requirement from 100' to 90' is allowed for Lot 3, Block 12.
- 2) Approval of reduction in front yard setback from 25' to 20' for single family lots in Blocks 2, 3 & 5.
- 3) Inclusion of Southwest Parkway and Laila Lane in final plat as needed for access and circulation.
- 4) Deferral of decision on variance request for the parkland dedication/fee requirement to the final plat when a detailed plan will be provided.
- 5) All items addressed in city's September 16, 2019 letter of conditions to the applicant.
- 6) Approval of variance to the sidewalk requirement along Laila Lane and Southwest Parkway to allow sidewalk only on one side. **Staff does not concur in this proposed variance for the reasons stated above.**

### **Attachments**

Preliminary Plat Application

Preliminary Plat

Location Map

Rezoning boundary map

Multi-family site plan for duplex development

Variance request letter

City letter of conditions to the applicant dated September 16, 2019

City Lights Addition approved preliminary plat



Conceptual Master Plan  
South Loop 121 Development Map  
P&Z Minutes Excerpt

**City of Belton**  
**Request for Subdivision Plat**  
**to the City Council and the**  
**Planning and Zoning Commission**

Application is hereby made to the City Council for the following:

- ☒ Preliminary Subdivision                      Fees due \$ \_\_\_\_\_
- ☐ Final Subdivision
- ☐ Administrative Plat
- ☐ Replat
- ☐ ETJ
- ☐ City Limits

Date Received: \_\_\_\_\_ Date Due: \_\_\_\_\_ (All plans are to be returned to the Planning Department by the 15<sup>th</sup> day of the month ahead of the next month's P&Z meeting.)

Applicant: KDAVEO, LLC Phone: 254-541-4548

Mailing Address: 1432 Overlook Ridge Drive Belton TX 76513

Email Address: todd@rileyscotthomes.com

Owner: KDAVEO, LLC Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Current Description of Property:**

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Acres: 44.958 Survey: Jasper P Wallace Survey

Abstract #: \_\_\_\_\_ Street Address: \_\_\_\_\_

Frontage in Feet: \_\_\_\_\_ Depth in Feet: \_\_\_\_\_

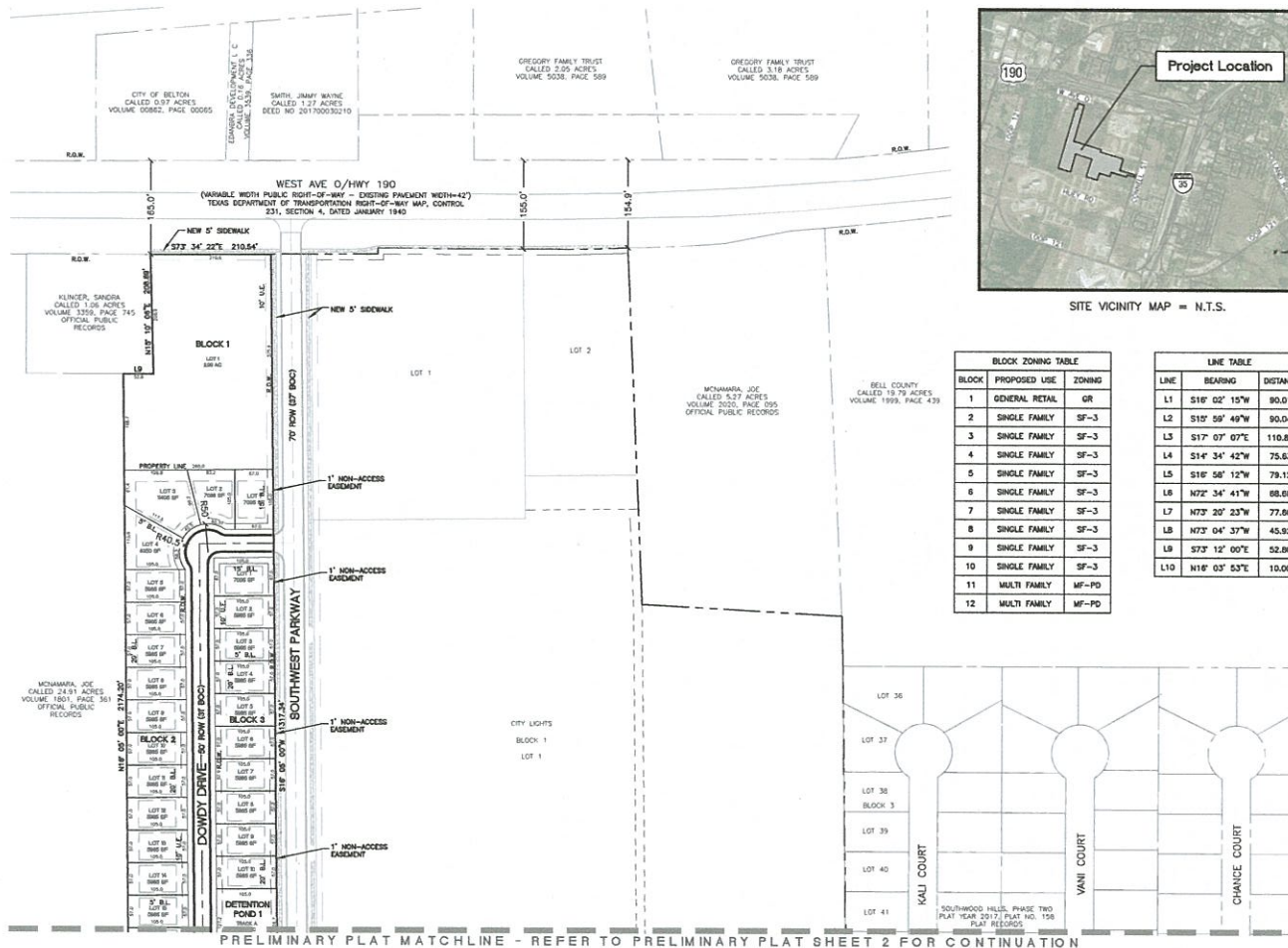
Does Zoning comply with proposed use? NO Current Zoning: A & 2F

Name of proposed subdivision: West Avenue O Addition

Number of Lots: 156 Fee: \$ \_\_\_\_\_

Signature of Applicant:  Date: 8/8/15

Signature of Owner:  Date: 8/8/15



SITE VICINITY MAP = N.T.S.

| BLOCK ZONING TABLE |                |        |
|--------------------|----------------|--------|
| BLOCK              | PROPOSED USE   | ZONING |
| 1                  | GENERAL RETAIL | GR     |
| 2                  | SINGLE FAMILY  | SF-3   |
| 3                  | SINGLE FAMILY  | SF-3   |
| 4                  | SINGLE FAMILY  | SF-3   |
| 5                  | SINGLE FAMILY  | SF-3   |
| 6                  | SINGLE FAMILY  | SF-3   |
| 7                  | SINGLE FAMILY  | SF-3   |
| 8                  | SINGLE FAMILY  | SF-3   |
| 9                  | SINGLE FAMILY  | SF-3   |
| 10                 | SINGLE FAMILY  | SF-3   |
| 11                 | MULTI FAMILY   | MF-PD  |
| 12                 | MULTI FAMILY   | MF-PD  |

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | S18° 02' 15"W | 90.0     |
| L2         | S15° 59' 49"W | 90.0     |
| L3         | S17° 07' 07"E | 110.8    |
| L4         | S14° 34' 42"W | 75.6     |
| L5         | S16° 58' 12"W | 79.1     |
| L6         | N72° 34' 41"W | 68.6     |
| L7         | N73° 20' 23"W | 77.8     |
| L8         | N73° 04' 37"W | 45.9     |
| L9         | S73° 12' 00"E | 52.8     |
| L10        | N16° 03' 53"E | 10.0     |

**DEVELOPER:**  
KDAVEO, LLC  
1432 OVERLOOK RIDGE DRIVE  
BELTON, TX 76513  
(254) 541-4548

REGISTERED PROFESSIONAL LAND SURVEYOR  
QUICK INC. LAND SURVEYING  
1420 N. ROBERTSON ROAD  
SALADO, TX 76571  
(512) 915-4950

REGISTERED PROFESSIONAL ENGINEER  
CLARK & FULLER, PLLC  
215 N. MAIN STREET,  
TEMPLE, TEXAS 76501  
(254) 899-0899

STATE OF TEXAS  
COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.



 3-12-19  
JUSTIN B. FULLER  
REGISTRATION NUMBER 100183

APPROVED FOR PRELIMINARY APPROVAL:

CITY ENGINEER DATE:

APPROVED FOR PREPARATION OF FINAL PLAT

CHAIRMAN, PLANNING AND ZONING COMMISSION DATE:

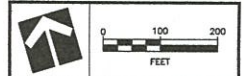
MAYOR, CITY COUNCIL DATE:

GENERAL NOTES:

1. STORM DRAINAGE SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF BELTON'S DRAINAGE DESIGN MANUAL.
2. BASED ON INFORMATION AVAILABLE FROM THE RAIN RATE MAP NUMBER 48027CG340E, DATED SEPTEMBER 28, 2008, THE SUBJECT PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD ZONE.
3. A 6' SOLID FENCE/SCREENING IS REQUIRED FOR ALL SINGLE FAMILY LOTS THAT BACK OR SIDE A PUBLIC STREET.

HOA NOTES:

1. HOA/POA TO OWN AND MAINTAIN ALL  
DETENTION POND AND DRAINAGE TRACTS



## DEVELOPMENT STATISTICS

|  |   |              |
|--|---|--------------|
| TOTAL NUMBER OF LOTS                           | = | 150          |
| TOTAL NUMBER OF BLOCKS                         | = | 12           |
| TOTAL NUMBER OF TRACTS                         | = | 5            |
| TOTAL ACREAGE                                  | = | 44,908 ACRES |
| TOTAL DEVELOPED SINGLE FAMILY RESIDENTIAL LOTS | = | 145          |
| TOTAL DEVELOPED MULTI FAMILY RESIDENTIAL LOTS  | = | 4            |
| TOTAL DEVELOPED COMMERCIAL LOTS                | = | 1            |

### PARKING REQUIREMENTS

| ZONING      | REQUIRED PARKING  |
|-------------|-------------------|
| SF-3 ZONING | 4 SPACES          |
| MF-PD       | 3 SPACES PER UNIT |

EASEMENTS AND BUILDING LINES  
(UNLESS OTHERWISE NOTED)

SF-3 ZONING (BLOCKS 2, 3 &amp; 5)

|                            |   |   |
|----------------------------|---|---|
| FRONT BUILDING LINE        | " | 2 |
| SIDE STREET BUILDING LINE* | " | 1 |
| SIDE BUILDING LINES        | " | 5 |
| REAR BUILDING LINE         | " | 2 |

SF-3 ZONING (BLOCKS 4, 6, 7, 8, 9 & 10)  
FRONT BUILDING LINE - - - ON!

|                            |   |    |
|----------------------------|---|----|
| FRONT BUILDING LINE        | = | 2  |
| SIDE STREET BUILDING LINE* | = | 15 |
| SIDE BUILDING LINES        | = | 5  |
| REAR BUILDING LINE         | = | 2  |

\*ANY SF-3 LOT WITH GARAGE DESIGNATED FOR ENTRY FROM THE SIDE YARD FACING A STREET SHALL OBSERVE A MINIMUM BUILDING SETBACK OF 20'.

ME-PD (BLOCK 11 & BLOCK 12 LOTS 1&2)

|                           |    |    |
|---------------------------|----|----|
| FRONT BUILDING LINE       | == | 15 |
| SIDE STREET BUILDING LINE | == | 15 |
| SIDE BUILDING LINES       | == | 15 |
| REAR BUILDING LINE        | == | 15 |

ME-PD (BLOCK 12 LOT 3)  
FRONT BUILDING LINE

|                           |   |     |
|---------------------------|---|-----|
| FRONT BUILDING LINE       | = | 2'  |
| SIDE STREET BUILDING LINE | = | 15' |
| SIDE BUILDING LINES       | = | 8'  |
| REAR BUILDING LINE        | = | 21' |

10' UTILITY EASEMENT ALONG ALL ROAD FRONTAGE



WEST AVENUE O  
ADDITION

BELTON, TEXAS

PRELIMINARY PLAT  
SHEET 1

| DRAWING STATUS |     |
|----------------|-----|
| 1              | 1   |
| 2              | 2   |
| 3              | 3   |
| 4              | 4   |
| 5              | 5   |
| 6              | 6   |
| 7              | 7   |
| 8              | 8   |
| 9              | 9   |
| 10             | 10  |
| 11             | 11  |
| 12             | 12  |
| 13             | 13  |
| 14             | 14  |
| 15             | 15  |
| 16             | 16  |
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| 91             | 91  |
| 92             | 92  |
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| 95             | 95  |
| 96             | 96  |
| 97             | 97  |
| 98             | 98  |
| 99             | 99  |
| 100            | 100 |

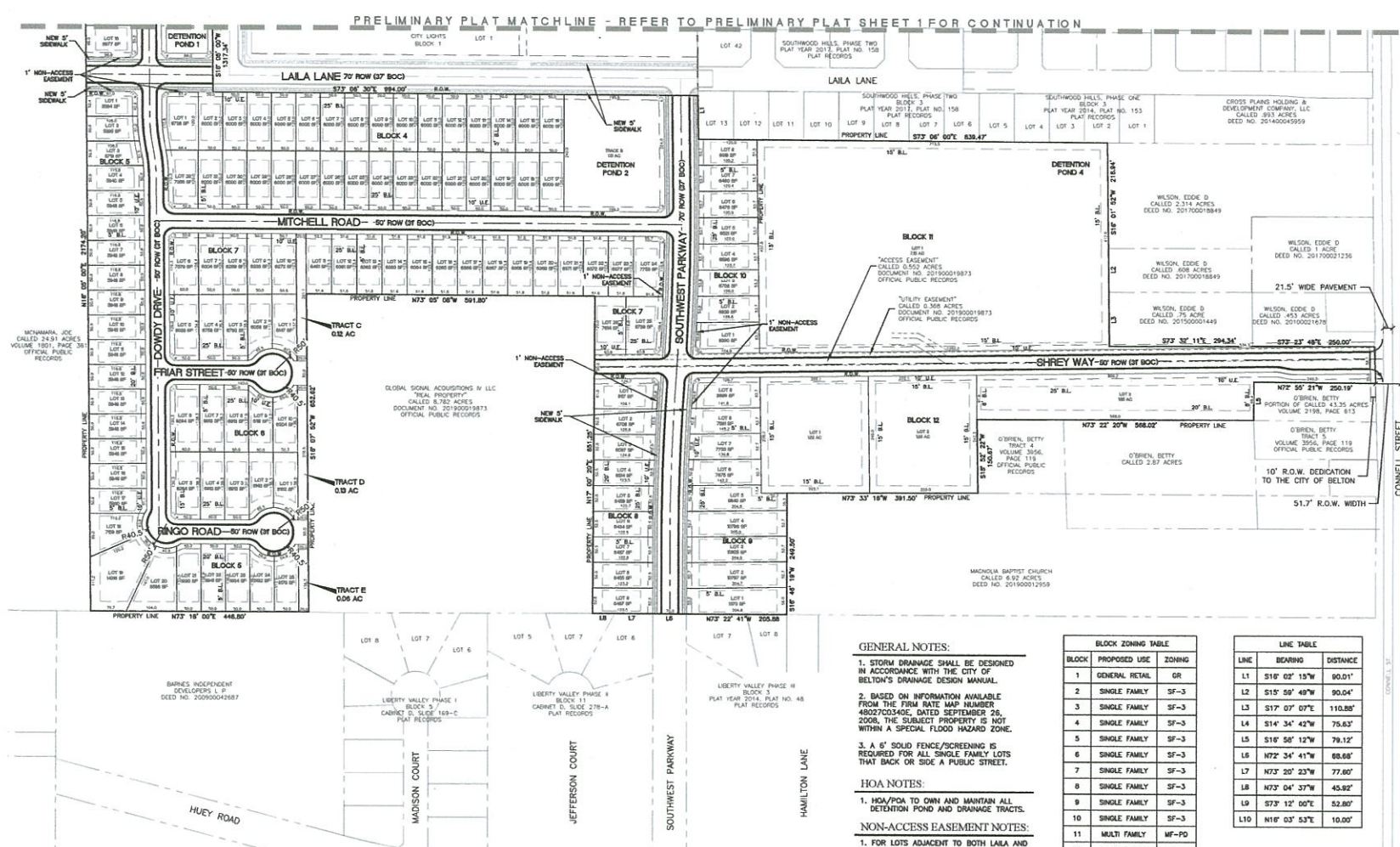
THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF JUSTIN B. FULLER P.E. 100182, CLARK & FULLER, PLAC FROM MAY F-10384.

☒ THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERNAL REVIEW ONLY AS PER DECISION ON DRAWING. IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES. ONLY DRAWINGS ISSUED "FOR CONSTRUCTION" CAN BE CONSIDERED COMPLETE.

|  |            |           |
|--|------------|-----------|
|  | Designed   | JBF       |
|  | Drafted    | JRC       |
|  | Project No | 191929.01 |
|  | Plot Date  | 9-12-19   |

## 1.1





**GENERAL NOTES:**

1. STORM DRAINAGE SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF BELTON'S DRAINAGE DESIGN MANUAL.
2. BASED ON INFORMATION AVAILABLE FROM THE FIRM RATE MAP NUMBER 480270340E, DATED SEPTEMBER 28, 2008, THE SUBJECT PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD ZONE.
3. A 5' SOLID FENCE/SCREENING IS REQUIRED FOR ALL SINGLE FAMILY LOTS THAT BACK OR SIDE A PUBLIC STREET.

**HOA NOTES:**

1. HOA/PDA TO OWN AND MAINTAIN ALL DETENTION POND AND DRAINAGE TRACTS.

**NON-ACCESS EASEMENT NOTES:**

1. FOR LOTS ADJACENT TO BOTH LAILA AND SOUTHWEST PARKWAY AND A LOCAL STREET, THE DRIVEWAY ACCESS SHALL BE OFF THE LOCAL STREET. A 1-FOOT NON-ACCESS EASEMENT IS NEEDED ALONG THE SIDE OF THE COLLECTOR STREET. THIS IS THE CASE FOR THE FOLLOWING LOTS:

- A. BLOCK 3, LOT 1
- B. BLOCK 2, LOT 1
- C. BLOCK 5, LOT 1
- D. BLOCK 4, LOT 1
- E. BLOCK 7, LOT 25 AND 25
- F. BLOCK 8, LOT 1
- G. BLOCK 8, LOT 9
- H. BLOCK 10, LOT 1

| BLOCK ZONING TABLE |                |        |
|--------------------|----------------|--------|
| BLOCK              | PROPOSED USE   | ZONING |
| 1                  | GENERAL RETAIL | GR     |
| 2                  | SINGLE FAMILY  | SF-3   |
| 3                  | SINGLE FAMILY  | SF-3   |
| 4                  | SINGLE FAMILY  | SF-3   |
| 5                  | SINGLE FAMILY  | SF-3   |
| 6                  | SINGLE FAMILY  | SF-3   |
| 7                  | SINGLE FAMILY  | SF-3   |
| 8                  | SINGLE FAMILY  | SF-3   |
| 9                  | SINGLE FAMILY  | SF-3   |
| 10                 | SINGLE FAMILY  | SF-3   |
| 11                 | MULTI FAMILY   | MF-PD  |
| 12                 | MULTI FAMILY   | MF-PD  |

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | S18° 02' 15"W | 90.01'   |
| L2         | S15° 59' 49"W | 90.04'   |
| L3         | S17° 07' 07"E | 110.88'  |
| L4         | S14° 34' 42"W | 75.63'   |
| L5         | S16° 58' 12"W | 79.12'   |
| L6         | N72° 34' 41"W | 68.68'   |
| L7         | N73° 20' 23"W | 77.60'   |
| L8         | N73° 04' 37"W | 45.92'   |
| L9         | S73° 12' 00"E | 52.80'   |
| L10        | N16° 03' 53"E | 10.00'   |

**DEVELOPMENT STATISTICS**

|  |   |              |
|--|---|--------------|
| TOTAL NUMBER OF LOTS                           | = | 150          |
| TOTAL NUMBER OF BLOCKS                         | = | 12           |
| TOTAL NUMBER OF TRACTS                         | = | 5            |
| TOTAL ACREAGE                                  | = | 44,958 ACRES |
| TOTAL DEVELOPED SINGLE FAMILY RESIDENTIAL LOTS | = | 145          |
| TOTAL DEVELOPED MULTI FAMILY RESIDENTIAL LOTS  | = | 4            |
| TOTAL DEVELOPED COMMERCIAL LOTS                | = | 1            |

**PARKING REQUIREMENTS**

| ZONING      | REQUIRED PARKING  |
|-------------|-------------------|
| SF-3 ZONING | 4 SPACES          |
| MF-PD       | 3 SPACES PER UNIT |

**EASEMENTS AND BUILDING LINES (UNLESS OTHERWISE NOTED)**

**SF-3 ZONING (BLOCKS 2, 3 & 3)**

- FRONT BUILDING LINE = 20'
- SIDE STREET BUILDING LINE = 15'
- SIDE BUILDING LINES = 5'
- REAR BUILDING LINE = 20'

**SF-3 ZONING (BLOCKS 4, 6, 7, 8, 9 & 10)**

- FRONT BUILDING LINE = 25'
- SIDE STREET BUILDING LINE = 15'
- SIDE BUILDING LINES = 5'
- REAR BUILDING LINE = 20'

**MF-PD (BLOCK 11 & BLOCK 12 LOTS 1&2)**

- FRONT BUILDING LINE = 15'
- SIDE STREET BUILDING LINE = 15'
- SIDE BUILDING LINES = 15'
- REAR BUILDING LINE = 15'

**MF-PD (BLOCK 12 LOT 3)**

- FRONT BUILDING LINE = 20'
- SIDE STREET BUILDING LINE = 15'
- SIDE BUILDING LINES = 15'
- REAR BUILDING LINE = 20'

**10' UTILITY EASEMENT ALONG ALL ROAD FRONTAGE**

**CLARK & FULLER**  
CIVIL ENGINEERING • DESIGN • PLANNING

**WEST AVENUE O ADDITION**  
BELTON, TEXAS

**PRELIMINARY PLAT SHEET 2**

**DRAWING STATUS**

THIS DRAWING WAS PREPARED UNDER THE AUTHORITY OF ASTIN B. FULLER, LICENSED PROFESSIONAL ENGINEER, NO. 100183, STATE OF TEXAS. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE WITHOUT THE WRITTEN CONSENT OF CLARK & FULLER.

|             |           |
|-------------|-----------|
| Designed    | JDF       |
| Drafted     | JRC       |
| Project No. | 191929.01 |
| Plot Date   | 9-12-19   |

1.2



# P-19-27 LOCATION - WEST AVENUE O ADDITION

**PROPOSED PLAT:**  
FINAL PLAT  
WEST AVENUE O ADDITION  
44.958 ACRES

**PROPERTY OWNER:**  
KDAVEO, LLC

PD-C1 PD-R  
Mixed Use

SUP-CH Mobile  
Home Sales

SUP-Private  
Club

PD C-1  
Volunteer  
Fire Dept.

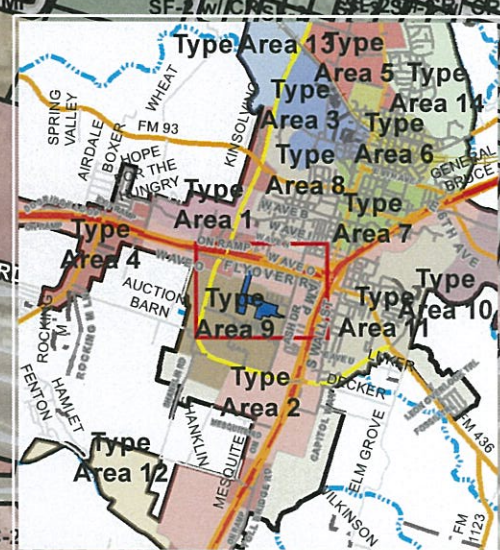
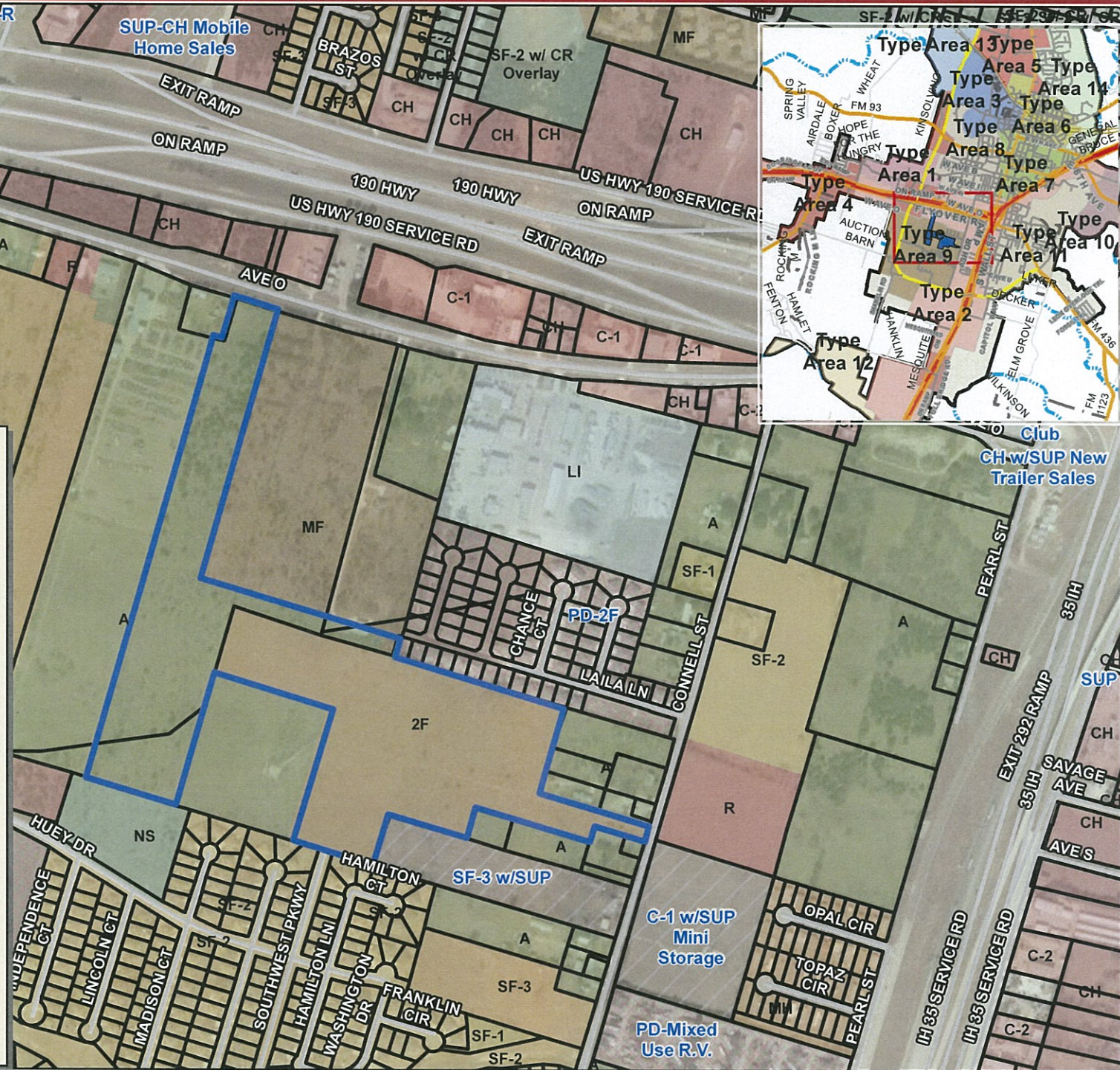
## LEGEND

P\_19\_27

City Limits

## Zoning

- Agricultural
- Commercial Highway
- Commercial-1
- Commercial-2
- Conservation Revitalization Overlay
- Historic Preservation Overlay
- Light Industrial
- Mobile Home
- Multi Family
- Neighborhood Service
- Office-2
- Planned Development
- Retail
- Single Family-1
- Single Family-2
- Single Family-3
- Specific Use Permit
- Two Family





CONNELL ST AND LAILA LN

 Two Family



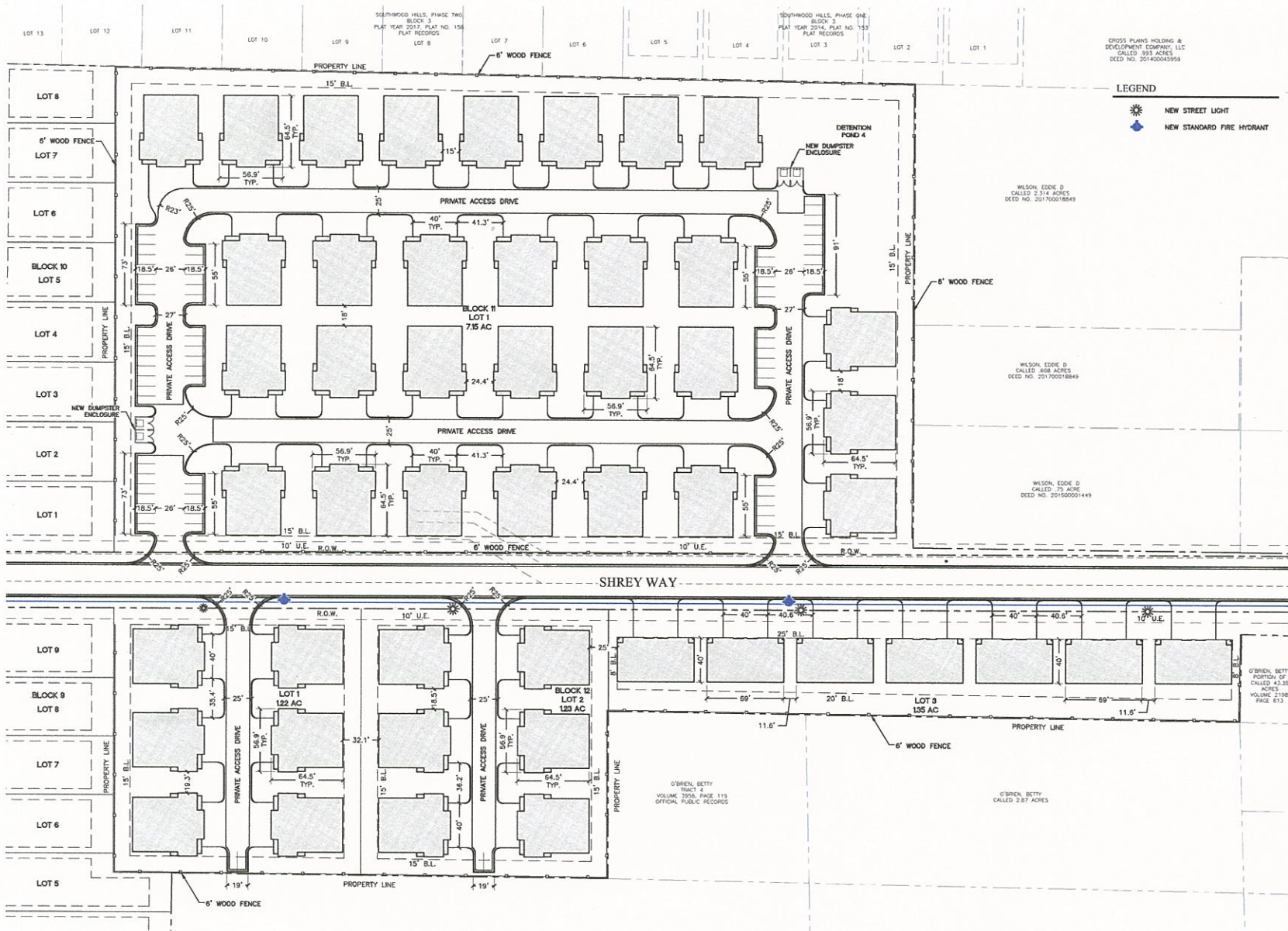
**C-1 w/SUP**  
**Mini Storage**

0 250 500 Feet



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





0 40 80  
FEET

### DEVELOPMENT STATISTICS

|                  |      |
|------------------|------|
| BLOCK 11, LOT 1  |      |
| DUPLEX BUILDINGS | = 29 |
| BLOCK 12, LOT 1  |      |
| DUPLEX BUILDINGS | = 6  |
| BLOCK 12, LOT 2  |      |
| DUPLEX BUILDINGS | = 6  |
| BLOCK 12, LOT 3  |      |
| DUPLEX BUILDINGS | = 7  |

### PARKING STATISTICS

REQUIRED PARKING: WF-PD ZONING

3 SPACES PER UNIT

PROVIDED PARKING:

|                     |       |
|---------------------|-------|
| BLOCK 11, LOT 1     |       |
| GARAGE PARKING      | = 58  |
| DRIVEWAY PARKING    | = 116 |
| ADDITIONAL PARKING  | = 70  |
| TOTAL REQUIRED      | = 174 |
| TOTAL PROVIDED      | = 244 |
| BLOCK 12, LOT 1 & 2 |       |
| GARAGE PARKING      | = 24  |
| DRIVEWAY PARKING    | = 48  |
| ADDITIONAL PARKING  | = 4   |
| TOTAL REQUIRED      | = 72  |
| TOTAL PROVIDED      | = 76  |
| BLOCK 12, LOT 3     |       |
| GARAGE PARKING      | = 14  |
| DRIVEWAY PARKING    | = 28  |
| TOTAL REQUIRED      | = 42  |
| TOTAL PROVIDED      | = 42  |

### EASEMENTS AND BUILDING LINES (UNLESS OTHERWISE NOTED)

ME-FD

|                           |       |
|---------------------------|-------|
| FRONT BUILDING LINE       | = 15' |
| SIDE STREET BUILDING LINE | = 15' |
| SIDE BUILDING LINES       | = 8'  |
| REAR BUILDING LINE        | = 20' |

10' UTILITY EASEMENT ALONG ALL ROAD FRONTAGE

**CLARK & FULLER**  
CIVIL ENGINEERING • DESIGN • PLANNING

**WEST AVENUE O  
ADDITION**

BELTON, TEXAS

**MULTI-FAMILY  
SITE PLAN**

**DRAWING STATUS**

THIS DRAWING WAS PREPARED UNDER THE AUTHORITY OF JEFF A. FULLER, CIVIL ENGINEER, LICENSE NO. 11111, STATE OF TEXAS. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF CLARK & FULLER.

|             |           |
|-------------|-----------|
| DESIGNED BY | JBF       |
| DRAWN BY    | JRC       |
| PROJECT NO. | 101929.01 |
| DATE        | 9-12-19   |

1



September 11, 2019

To Whom It May Concern:

On behalf of KDAVEO, LLC I am requesting the following variances:

1. Reduced front yard setback from 25' to 20' for the following: Blocks 2, 3 & 5, for total of 51 lots. The remaining lots will observe the 25' front yard setback.
2. PD (MF) Lot 1, Block 11; Lot 1 and 2 block 12 reduction in front yard setback from 25' to 15' and reduction in rear yard setback from 20' to 15', Side setbacks increased to 15'. Reduction in lot depth for Lot 3, Block 12 from 100' to 90'. All setbacks will follow the standards for this lot.
3. Requested variance for parkland fees as we intend to dedicate land and amenities in the development that will be maintained by the POA.

Thank you,

A handwritten signature in dark ink, appearing to read 'Karen Scott', with a long horizontal flourish extending to the right.

Karen Scott

Owner Riley Scott Custom Homes, LLC

[karen@rileyscotthomes.com](mailto:karen@rileyscotthomes.com)

[www.rileyscotthomes.com](http://www.rileyscotthomes.com)

254-338-1351





# City of Belton

Planning Department

September 13, 2019

**Project: WEST AVENUE O PRELIMINARY PLAT**

**Applicant: KDAVEO**

**Date Submitted: 8-15-19**

**2<sup>nd</sup> Submittal: 9-6-19**

**Location: 44958 ACRES, WEST AVENUE O**

---

**\*\*\*Please comment back in red under the comments submitted on this sheet.\*\*\***

**PLANNING – Cheryl Maxwell – [CMaxwell@BeltonTexas.gov](mailto:CMaxwell@BeltonTexas.gov):**

1. Letter received requesting variances for the following:
  - a. In the PD (MF) District:
    - A reduction in the front yard setback requirement from 25' to 15' for Block 11, and Lots 1 & 2 of Block 12;
    - A reduction in the rear yard setback requirement from 20' to 15' for Block 11, and Lots 1 & 2 of Block 12;
    - A reduction in the minimum lot depth requirement from 100' to 90' for Lot 3, Block 12.
  - b. In the SF3 Section:
    - A reduction in front yard setback from 25' to 20' for single family lots in Blocks 2, 3 & 5.Staff supports these requested variances.
2. Parkland fee/dedication equals 2.41 acres or \$48,200. Variance request received, but no detailed plans. Staff recommends deferral of this variance to the final plat review when a detailed plan will be provided.
3. On the plat, identify purpose of Tracts C, D, and E, i.e. drainage channels.
4. Provide note on plat that Block 1 will observe setback lines as required by the Zoning Ordinance.
5. In the side bar of the site plan, list building setback lines for the PD (MF) blocks, similar to what is noted on the plat.
6. Regarding the note on the plat listing the blocks/lots where a 1-foot non-access easement is needed, Block 3 references Lot 1, but should also reference Lot 16. Please add.
7. On utility sheet, show location and size of existing water line on West Avenue O.
8. 80' ROW needed for Connell Street, a major collector on the city's Thoroughfare Plan. Plat shows approximately 52' existing, which leaves a deficit of 28'. The applicant is responsible for dedicating ½ of the needed ROW, in this case, 14'. Please revise ROW dedication on the plat from 10' to 14'.

9. Tree survey may be addressed with the final plat. It looks like there are three protected trees within this plat boundary, with one proposed for removal. Encourage saving all trees. On the tree inventory table, identify which trees will be removed. Add this table and add the tree ID number to the sheet showing tree locations with the lot lines. A site clearing permit is required before any trees may be removed.
10. Additional street access to the McNamara property to the west is recommended. Review for possible connection in the vicinity of Friar Street or Ringo Road.
11. Perimeter street improvements and sidewalk required for frontage along Connell Street with the final plat.

**PUBLIC WORKS/KPA – Angellia Points, [APoints@BeltonTexas.gov](mailto:APoints@BeltonTexas.gov):**

The applicant's response to the following items provide on 9/12/19 is undergoing staff review. Updated comments will be provided shortly.

1. The drainage channel in the drainage easement in Block 5, 6, and 7 needs to also be owned and maintained by the HOA. This will also need to be included in the maintenance agreement in the final plat stage.
2. Driveway cuts along Shrey Way under staff review.
3. Pond 4 sheet flow discharge will likely come with complains from the property owners and renters along Laila Lane. With such narrow/small backyards anyways, this is a significant concern. Please re-evaluate.
4. Call out the waterline and sewer line sizes. It is understood that the sizes may be revised with the construction drawings. Note, the minimum size for water is 8" unless a water model is provided to show a 6" will suffice under fire events.
5. After consideration for water looping and flushing, please extend the water in Ringo Rd and Shrey Way (not the cul-de-sac). No need to extend the water in the Shrey Way cul-de-sac.
6. The light shown at Laila and Southwest Parkway on Sheet 3.2 needs to be moved because of the conflict with the inlet.
7. Show the locations of hydrants and light poles on the driveway sheet for the duplexes.
8. The drainage report states the following: We have calculated the capacity of the existing Southwood Hills storm sewer and determined that it can sufficiently carry the calculated 100-year routed outflow. Clarify this means the stormwater pipe, detention pond, and outflow/weir structure.

**GIS – James Gibson, [JGibson@BeltonTexas.gov](mailto:JGibson@BeltonTexas.gov):**

1. Street Names: the name Mitchell is a duplicate street name; please provide a different name.

**BUILDING OFFICIAL – Bruce Ebbert, [BEbbert@BeltonTexas.gov](mailto:BEbbert@BeltonTexas.gov):**

No Comments.

**FIRE DEPT – Jeff Booker, [JBooker@BeltonTexas.gov](mailto:JBooker@BeltonTexas.gov):**

No Comments.



**POLICE DEPT – Chief Gene Ellis, [GEllis@BeltonTexas.gov](mailto:GEllis@BeltonTexas.gov):**

No Comments.

**Outside Utility Provider Comments**

- ☐ **Oncor:**
- ☐ **AT&T:**
- ☐ **Atmos Energy:**
- ☐ **Charter Communications:**
- ☐ **Grande Communications:**
- ☐ **Spectrum (Time Warner):**
- ☐ **USPS: Derek Garcia– [Derek.J.Garcia@usps.gov](mailto:Derek.J.Garcia@usps.gov) – see attached memo and schematics**
- ☐ **Clearwater UCD:**
- ☐ **TXDOT:**

**Note: Acceptance by the City of Belton of a plat, zoning change, conceptual drawing, construction drawing, or other development submittal complying with City of Belton minimum standards for drainage does not provide approval beyond what the City may authorize. Approval is limited, and this approval does not limit any obligations you may have under applicable state statutes, such as the Texas Water Code, or federal statutes. You should consult with your own professionals as you continue to pursue this development project.**



LOTS - 5  
BLOCKS - 3  
RIGHT-OF-WAY DEDICATION (4.165 ACRES)  
AREA - 45.350 ACRES

[illegible]

**LEGEND**

|        |                       |
|--------|-----------------------|
| P.O.B. | POINT OF BEGINNING    |
| ●      | PROPERTY CORNER       |
| U.E.   | UTILITY EASEMENT      |
| B.A.L. | BUILDING SETBACK LINE |

NOTE  
1. ONLY BLOCK AND PHASE BOUNDARIES ARE SHOWN VORLIMATED ON THIS PLAN.  
ALL LOT CONSIDERS ARE TO BE SET PRIOR TO RECORDING OF THE PLAN.  
2. ALL UTILITY INFRASTRUCTURE INCLUDING ELECTRIC, TELEPHONE GAS, RAIL, WATER  
SUPPLY, COMPOSITION, AND CABLE TELEVISION, HAVE BEEN LOCATED AND  
OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSED SURVEYING.  
3. LOTS 1-14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826,

STATE OF TEXAS  
COUNTY OF BELL  
APPROVED FOR PUBLIC RECORDS

"APPROVED FOR PREPARATION OF FINAL PLAN"

DATE \_\_\_\_\_

CHURMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS  
COUNTY OF BELL

APPROVED FOR PREPARATION OF FINAL PLAN

MAYOR, CITY COUNCIL.

STATE OF TEXAS  
COUNTY OF BELL

BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS CITY LIGHTS, A SLEEVESON IN THE CITY OF BELTON, BELL COUNTY, TEXAS, WHOSE NAME IS UNRECORDED HERETO, HEREBY DEDICATE THE USE OF THE PLAT FOR/FOUR ALL STREETS, ALLEYS, PARKS, INTERCOUNTRIES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN HEREIN WITHIN THE PLAT BOUNDARIES OF THIS

---

STATE OF TEXAS  
COUNTY OF BELL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THE DAY PERSONALLY APPEARED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND I KNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2018

\_\_\_\_\_ JUDGE OF THE COURT OF THE COUNTY OF \_\_\_\_\_

STAFF INFORMATION: TEL: 011 234 211 222 FAX: 011 234 211 222

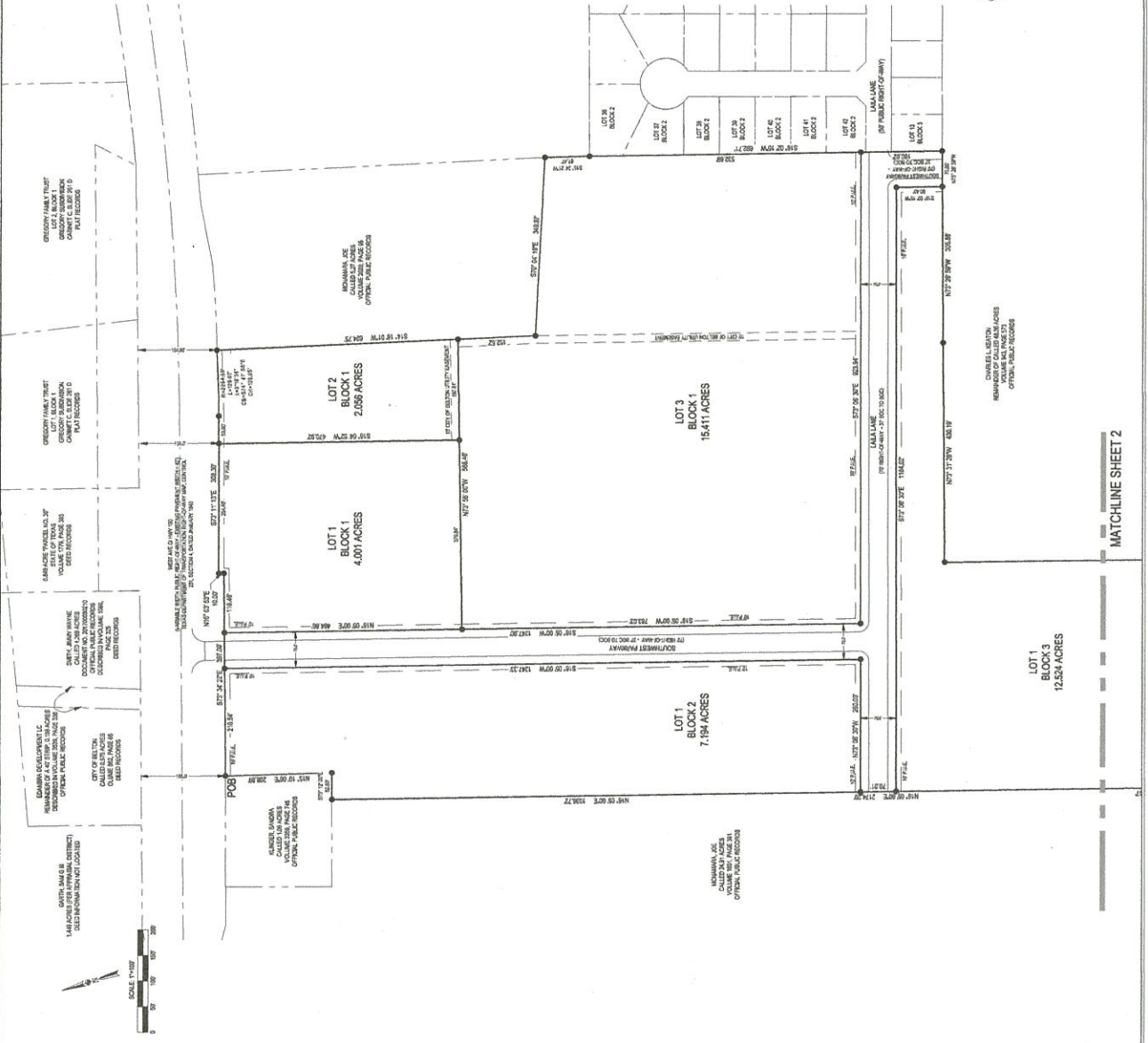
NOTARY PUBLIC, STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON SHALL BE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BELTON, TEXAS.

TRAVIS L. QUICKSALL, RPLS  
DEPUTY ATTORNEY GENERAL

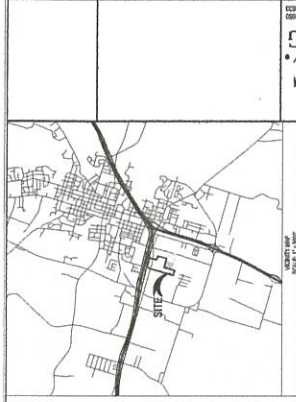
PHILLIPS / PINK: BORN FREE, OWN I



MATCHLINE SHEET 2



|            |  |
|------------|--|
| DATE       |  |
| TIME       |  |
| NAME       |  |
| CLINICAL   |  |
| LABORATORY |  |
| PHYSICIAN  |  |
| NURSE      |  |
| OTHER      |  |



LOTS - 5  
BLOCKS - 3  
RIGHT-OF-WAY DEDICATION (3.606 ACRES)  
AREA - 45.302 ACRES

**PLACAZONE**

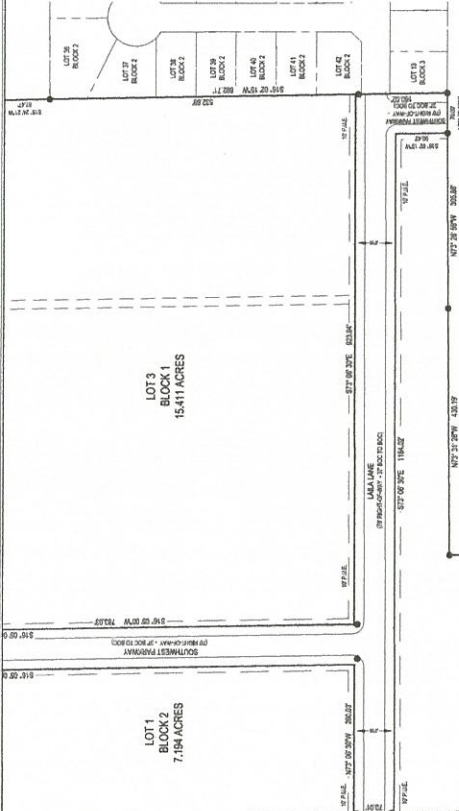
According to the authors, placazone is a non-steroidal anti-inflammatory drug (NSAID) with analgesic, anti-inflammatory, antipyretic and antirheumatic activity. The purpose of this study was to determine the effect of placazone on the pain and inflammation of patients with rheumatoid arthritis (RA). The study was conducted in a randomized, double-blind, placebo-controlled trial. The study was conducted in a randomized, double-blind, placebo-controlled trial. The study was conducted in a randomized, double-blind, placebo-controlled trial.

**LEGEND**

|        |                       |
|--------|-----------------------|
| POB    | POINT OF BEGINNING    |
| ●      | PROPERTY CORNER       |
| U.L.   | UTILITY EASEMENT      |
| B-3.L. | BUILDING SETBACK LINE |

NOTE: ONLY BLACK AND WHITE DOCUMENTS ARE NOW DEMAND-DEPOSITED ON THIS PLATE. ALL LIST CONSIGNEES ARE TO BE SET PRIOR TO RECORDING OF THE PLATE.

1. ALL SUPPLY PROVIDERS, INCLUDING ELECTRIC, TELEPHONE, GAS, HEATING, WATER, SANITARY, CORPORACTIONS, AND CABLE TELEVISION, HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSED BIDDING.
2. CITY WILL OBSERVE ALL REQUIRED DETACHES FOR THE CITY ZONING ORDINANCE.

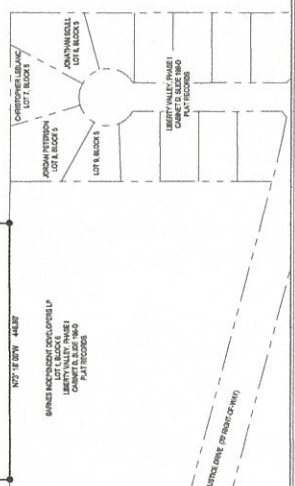


CHARLES L. KEATON  
REMANAGER OF CALLED 44.35 ACRES  
VOLUME 943, PAGE 573  
OFFICIAL PUBLIC RECORDS

MATCHLINE SHEET 1

LOT 1  
BLOCK 3  
12.524 ACRE

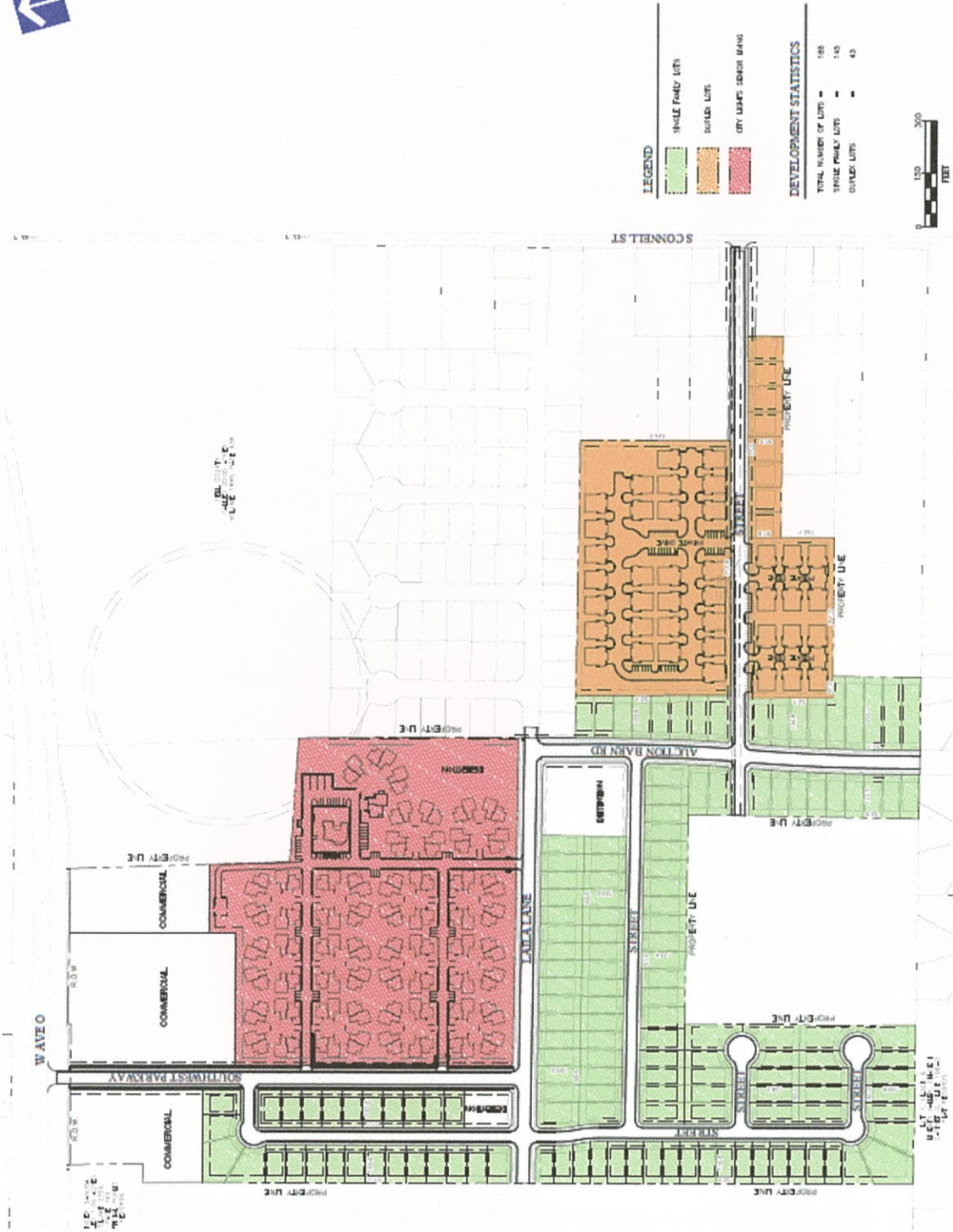
MCNAMARA, JOE  
CALLED 24.91 ACRES  
VOLUME 1871, PAGE 281  
OFFICIAL PUBLIC RECORDS



**SAVES INDEPENDENT DEVELOPERS UP  
LOT 1, BLOCK 6**

252. YOUNG INDEPENDENT SCHOOL DISTRICT  
LOT 1, BLOCK 1 (8.54 ACRES)  
Bath, 10/10/00, 10/10/00

WATER TOWER ROAD (80' RIGHT-OF-WAY)



| LEGEND       |                        |
|--------------|------------------------|
| [Green Box]  | SINGLE FAMILY LOTS     |
| [Orange Box] | DUPLEX LOTS            |
| [Red Box]    | CITY UNITS SENIOR HANS |

| DEVELOPMENT STATISTICS |     |
|------------------------|-----|
| TOTAL NUMBER OF LOTS   | 188 |
| SINGLE FAMILY LOTS     | 145 |
| DUPLEX LOTS            | 43  |

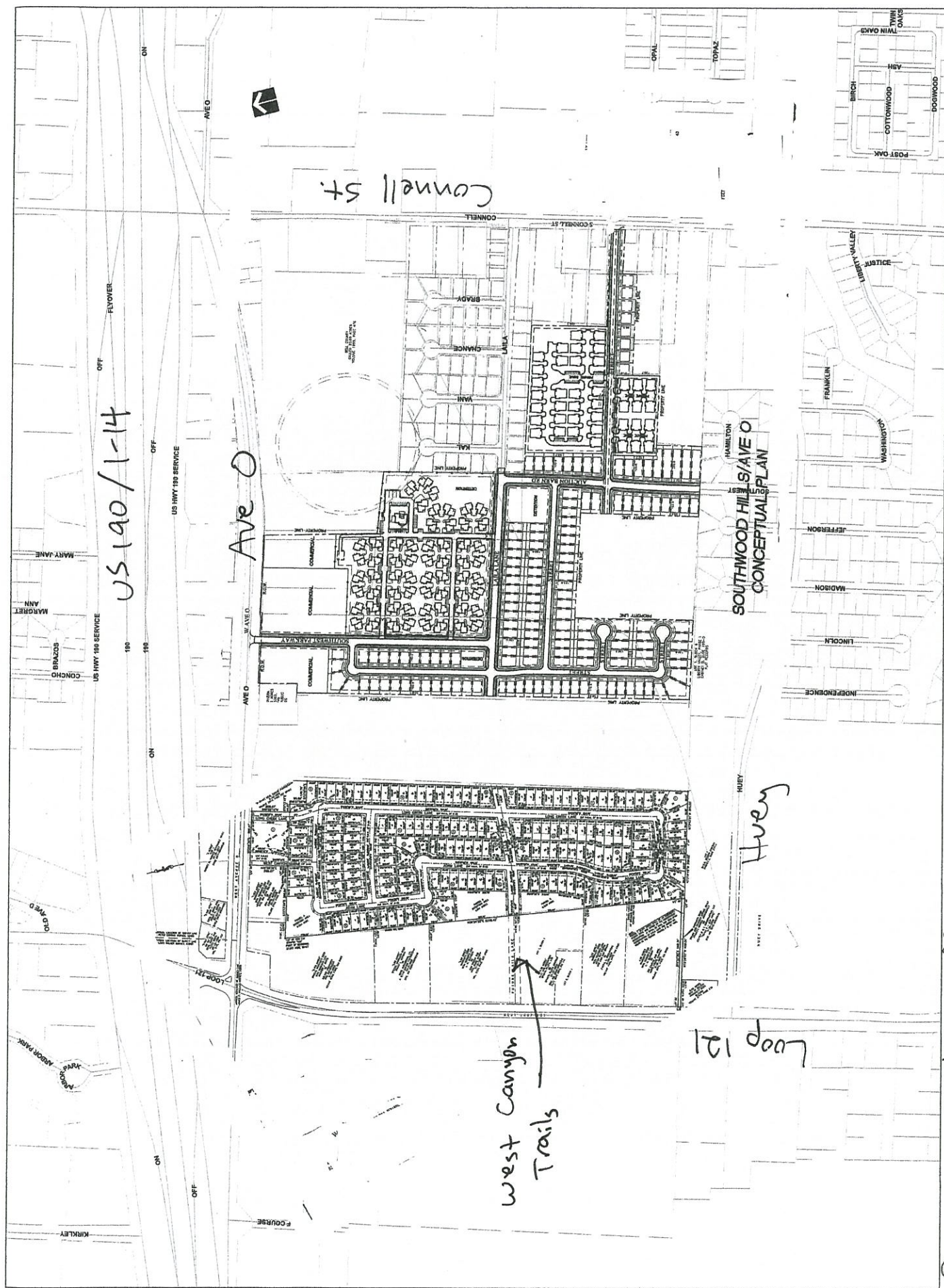


NOT FOR CONSTRUCTION

THIS DOCUMENT IS PREPARED FOR THE PURPOSE OF ILLUSTRATING THE PROPOSED DEVELOPMENT. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE.

# Southwest Hills/Avenue O Conceptual Master Plan





## S. Loop 121 Development Map



Minutes of the  
**Planning and Zoning Commission (P&ZC)**  
City of Belton  
333 Water Street  
Tuesday, September 17, 2019

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The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Zach Krueger, Luke Potts, David Jarratt, Quinton Locklin, Dave Covington, Ty Hendrick, Allison Turner and Stephanie O'Banion. The following staff members were present: Director of Planning Cheryl Maxwell, Planning Clerk Laura Livingston, Director of Public Works Angellia Points, Planner Tina Moore, and IT Specialist Ryan Brown.

**6. P-19-27 Consider a preliminary plat of West Avenue O Addition, comprising 44.958 acres with frontage on the south side of W. Avenue O, comprising approximately 45 acres located generally west of Connell Street, south of W. Avenue O, and north of Huey Drive, along an extension of Laila Lane.**

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

Mr. Covington said he knows there wasn't a request for a variance, but he thinks they should consider a variance for sidewalks on minor collectors, and it seems that it would be reasonable to have sidewalks on just one side of the street. He asked this question of the applicant, Mr. Scott: If a variance was available to him, would it interest him? Mr. Scott said yes. We welcome anything that would not be a detriment to the neighborhood but help us reduce costs, he said. These roads and utilities are about \$4.5 million. A sidewalk on one side of the street does not sound like a lot but there is a lot of feet of road with Laila Lane and Southwest Parkway, so removing a sidewalk from one side of the street cuts about \$65,000 – in a long-winded way, the answer is yes. Mr. Covington said he knows that is contrary to what the current sidewalk ordinance says, but he knows that it is under review. This is one opinion, Mr. Covington said, but he thinks it is reasonable to have sidewalks on one side of those minor collector streets. Mr. Hendrick agreed. He doesn't see the point to having sidewalks on both sides of the street and he has said that before, especially on a collector street like that. Ms. O'Banion said if she's not mistaken, they have discussed this before and she also would agree with that.

Ms. Maxwell asked to interject and said she has a different opinion. She said there are 700 units just in Mr. Scott's development, and with all of the development happening farther west, this has a huge impact in this area. Ms. Maxwell said she can't see having only a sidewalk on one side of a collector street. If any place is needed to have sidewalks on both sides of the street, it is an area with this density of development, she said. She said she strongly disagrees with the variance. Mr. Krueger said the sidewalk policy is under review. Ms. Maxwell said yes, and we do plan to have a workshop with Council soon, possibly in October. We hope to get back to this discussion now that City Council has passed the budget, and to move forward with the sidewalk policy and changes to the Subdivision Ordinance. Ms. O'Banion asked if Laila Lane is a minor collector street and we are leaning toward minor collector streets having sidewalks on one side, what is going to guide us to making a decision one over the other? A minor collector is a minor collector, she said. Does that street need to be something more than a minor collector? It's being built with a 70-foot ROW and a major collector is an 80-foot ROW, Ms. Maxwell said, and a minor collector is a 60-foot ROW so it's in-between. She believed the pavement is still the minor collector amount of 37 feet. Mr. Potts said he agreed

with Mr. Scott's comments, and applauded his commitment. If there is any way they could save the project money, he thinks they should do it and grant a variance.

Chair Baggerly referenced Mr. Krueger's point and said if this moves forward tonight it is not the end of the line. Correct, Mr. Krueger said, adding since we will review the regulations, if we change them it will affect this, so instead of giving a variance it would just be part of the regulations. Ms. Maxwell said this must come back with a final plat so she thinks late this year (November) they will have some resolution on the sidewalk issue. Ms. O'Banion asked if all of this will transpire by November? The workshop is tentatively slated for October; will that be voted upon and an ordinance approved by the time this plat comes back? Ms. Maxwell said it depends on how things go at the workshop. If we are able to meet in early October then we could possibly take it to the October P&ZC meeting, she said. The P&ZC would need to take action first with a recommendation to City Council, she said. It's possible for it to move forward in October and if it went in November it would be presented hand-in-hand with Mr. Scott's development. Mr. Hendrick said they could make it the first item in November and anything after that would be grandfathered in. Ms. O'Banion asked if they don't go that way with the workshop then we can't go back and grant a variance.

Ms. Maxwell said when sidewalk standards were adopted in 2015, there were subdivisions under development and they were exempt from those new requirements. Southwood Hills was one of those subdivisions that was only required to put sidewalks on one side of the road, she said. Say the plat moves forward, and a variance is not granted, and then there is a change made to the Subdivision Ordinance, the Council could call out a development specifically that is exempt from those requirements. There are all kinds of ways to tailor it to allow the one sidewalk if that's the direction that it ends up going, she said. Mr. Covington said if we approved this plat with a variance for sidewalks on one side of minor collectors and City Council disagreed, they could change it. Ms. Maxwell said it goes to Council next week so they could over-rule your decision.

Mr. Covington said he drove out there and he thinks farther south on Southwest Parkway that goes out to Loop 121 there is a sidewalk on one side. Ms. Maxwell said right, it has not been developed yet on the other side. Laila Lane has a sidewalk on one side, Mr. Covington said, so it would tie in with what's already there. Ms. Maxwell said internally there are plans to put sidewalks on both sides of Southwest Parkway. Mr. Hendrick said Southwest Parkway cuts through Liberty Valley, is the sidewalk on one side or both sides? Ms. Maxwell said there is only a sidewalk along the entrance but there is not development on the east side yet. Laila Lane came in before the requirement to have sidewalks on both sides of the road so that's why there is only one sidewalk for Southwood Hills. Farther to the west with West Canyon Trails, on the preliminary plat they have plans to have sidewalks on both sides. So, in our minds, we have plans for sidewalks on both sides of Laila Lane. Mr. Covington said he thinks this is the right time to go with sidewalks on one side.

Ms. Maxwell asked again the reasoning for sidewalk on only one side? Mr. Covington said he just does not think it is necessary to have a sidewalk on two sides on minor collectors. These are going to be streets with slower speed limits, and we can have stop signs and crosswalks along the way he said, so people can safely get to the other side of the street to get to a sidewalk. Again, Ms. Maxwell said, this is a high-density development. Right, Mr. Covington said but you're not going to have 700 cars. Ms. Maxwell asked, what about quality of life? Mr. Krueger said this speaks to why they should not grant a variance now and discuss it in the workshop. He's not saying he disagrees with the concept, but since we need to have discussion about this, the workshop is the place for it and if we make changes, they will be effective before they bring the final plat. Mr. Scott said they are looking at breaking ground in February 2020, with that being optimistic. Mr. Potts said so they could do a

variance now and then after the workshop if there is an issue with City Council that could be addressed.

Mr. Covington made a motion to approve P-19-27 with a variance that we allow a sidewalk on one side only on the minor collector streets, a portion of Laila Lane and a portion of Southwest Parkway. Mr. Potts seconded the motion. The motion was approved with 8 ayes, 0 nays.





## Staff Report – City Council Agenda Item

**Date:** September 24, 2019  
**Case No.:** P-19-28 Arbor Park Ct, Ph 2  
**Request:** Final Plat  
**Applicant:** Quick Inc. Land Surveying  
**Owner:** Belton Economic Development Corp

### **Agenda Item #12**

Hold a public hearing and consider a final plat of Arbor Park Court Phase 2, being a replat of Lot 2, Block 1, Arbor Park Court, located on the west side of Arbor Park Drive, south of Powell Avenue, in the Belton Business Park.

**Originating Department:** Planning – Cheryl Maxwell, Director of Planning

**Current Zoning:** Planned Development (Commercial – 1) District

**Future Land Use Map (FLUM) Designation:** Industrial/Commercial Center

**Design Standards Type Area:** 1 – Belton Business Park; primarily business park, office, mixed uses; avoid strip type developments.

### **Case Summary/Project Analysis and Discussion**

This two lot subdivision is a replat of Lot 2, Block 1, Arbor Park Court, platted in 2016. This property was zoned Planned Development (Commercial 1) District in 2010 to allow a mixed use development. The proposed lots comprise 1.891 and 1.150 acres, exceeding all area requirements for the Commercial 1 base zoning district. An office is proposed for development on Lot 2B, with the property under contract for sale from BEDC. No development is currently proposed for Lot 2A, the westernmost lot. Lot 2A does not have frontage on a public street; access is proposed via an existing access easement.

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

**Water/Sewer:** An existing 8" water line runs along the west side of Arbor Park Drive and an existing 12" sewer line run along the west side of Lot 2A. These lines will be tapped to extend private service lines to these lots. A private 8" water line will be extended to Lot 2A and a private 6" sewer line will be extended to Lot 2B. Fire hydrants are existing and meet Fire Code requirements.

**Drainage/Streets/Sidewalks:** Drainage plans for this site will be evaluated during the site plan/building permit review. Arbor Park Drive is a local street with 31' wide pavement and curb/gutter within a 60' ROW. Local streets are required to have a minimum 50' ROW width, 31' pavement width, with curb/gutter. Therefore, no ROW dedication or perimeter street improvements are needed. A sidewalk is not required along a local street.

**Access:** Proposed Lot 2A does not have public street frontage as required by Subdivision Ordinance Section 511.02. There is an existing 26' wide drainage and access easement centered on the lot line between Lot 2B and the adjacent lot to the south. This easement was established with the previous plat and is being carried over with this replat to provide access to Lot 2A. Therefore, the applicant is requesting a variance to the public street frontage requirement for Lot 2A, substituting this private access for a public street. Staff supports this variance request, subject to a maintenance agreement to ensure maintenance responsibilities of the access easement.

**Conclusion:** We have reviewed the replat and find it acceptable as a final plat, subject to conditions identified in the city letter to the applicant dated September 12, 2019.

### **Recommendation**

The Planning and Zoning Commission met on September 17, 2019 and unanimously recommended approval of this final plat of Arbor Park Court, Phase 2, subject to the conditions below. Staff concurs with their recommendation:

1. Approval of variance to the public street frontage requirement for Lot 2A, subject to review and approval of a maintenance agreement for the access easement; and
2. All items addressed in the City's September 12, 2019, letter of conditions to the applicant.

### **Attachments**

Final Plat Application

Final Plat

Location Map

Variance Request

City letter of conditions dated September 12, 2019

P&Z Minutes Excerpt

**City of Belton**  
**Request for Subdivision Plat**  
**to the City Council and the**  
**Planning and Zoning Commission**

Application is hereby made to the City Council for the following:

- ☐ Preliminary Subdivision                      Fees due \$ \_\_\_\_\_
- ☐ Final Subdivision
- ☐ Administrative Plat
- ☒ Replat
- ☐ ETJ
- ☐ City Limits

Date Received: \_\_\_\_\_ Date Due: \_\_\_\_\_ (All plans are to be returned to the Planning Department by the 15<sup>th</sup> day of the month ahead of the next month's P&Z meeting.)

Applicant: Quick Inc. Land Surveying Phone: 512-915-4950

Mailing Address: 1430 N. Robertson Road, Salado, TX 76571

Email Address: tquicksall@quick-inc.net

Owner: Belton Economic Development Corporation Phone: 254-770-2271

Mailing Address: PO Box 1388, Belton, Texas

Email Address: \_\_\_\_\_

**Current Description of Property:**

Lot: 2 Block: 1 Subdivision: Arbor Park Court

Acres: 3.041 Survey: Lewis Walker

Abstract #: 860 Street Address: Arbor Park Drive, Belton, Texas

Frontage in Feet: 271 Depth in Feet: 588

Does Zoning comply with proposed use? Yes Current Zoning: PD C-1

Name of proposed subdivision: Replat of Lot 2, Block 1, Arbor Park Court

Number of Lots: 2 Fee: \$ \_\_\_\_\_

Signature of Applicant:  Date: 8/20/2019

Signature of Owner: Cynthia Hernandez Date: 8/14/2019

Digitally signed by Cynthia Hernandez  
Date: 2019.08.14 18:17:34 -05'00'

BEING A REPLAT OF ALL OF LOT TWO (2), BLOCK ONE (1), OF ARBOR PARK COURT, A SUBDIVISION IN THE CITY OF BELTON, BELL COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN CABINET D, SLIDE 399-D, PLAT RECORDS, BELL COUNTY, TEXAS

BEING A REPLAT OF ALL OF LOT TWO (2), BLOCK ONE (1), OF ARBOR PARK COURT, A SUBDIVISION IN THE CITY OF BELTON, BELL COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN CABINET D, SLIDE 308-D, PLAT RECORDS, BELL COUNTY, TEXAS

OWNER:  
BELTON ECONOMIC DEVELOPMENT  
CORPORATION

**LOT ACCESS NOTE:**  
LOT 2A AND 2B WILL HAVE SHARED ACCESS TO ARBOR PARK DRIVE  
ACROSS THE EXISTING ACCESS EASEMENT SHOWN HEREON. LOT 3,  
BLOCK 1, ARBOR PARK COURT WILL ALSO HAVE ACCESS ACROSS THE  
EASEMENT SHOWN HEREON.

STATE OF TEXAS  
COUNTY OF BELL

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING ARBOR PARK COURT PHASE 2, REPLAT OF LOT 2, BLOCK 1, ARBOR PARK COURT, AN ADDITION TO THE CITY OF BELTON, BELL COUNTY, TEXAS, AS IT APPEARS UPON THE MAP RECORDED IN CABINET-D SLIDE 384-D, OF THE BELL COUNTY PLAT RECORDS, SITUATED IN THE CITY OF BELTON, BELL COUNTY, TEXAS, WAS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE PLANNING AND ZONING  
COMMISSION OF THE CITY OF BELTON, TEXAS

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

STATE OF TEXAS  
COUNTY OF BELL

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING ARBOR PARK COURT PHASE 2, REPLAT OF LOT 2, BLOCK 1, ARBOR PARK COURT, AN ADDITION TO THE CITY OF BELTON, BELL COUNTY, TEXAS, AS IT APPEARS UPON THE MAP RECORDED IN CABINET-D SLIDE 380-C, OF THE BELL COUNTY PLAT RECORDS, SITUATED IN THE CITY OF BELTON, BELL COUNTY, TEXAS, WAS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE CITY COUNCIL OF THE CITY OF  
BELTON, TEXAS

MAYOR \_\_\_\_\_ SECRETARY \_\_\_\_\_

**AFFIDAVIT,**

THE TAX APPRAISAL DISTRICT OF BELL COUNTY, THE TAXING AUTHORITY FOR ALL TAXING ENTITIES IN BELL COUNTY, TEXAS, DOES HEREBY CERTIFY THAT THERE ARE CURRENTLY NO DELINQUENT TAXES DUE OR OWING ON THE PROPERTY BY THIS PLAT.

DATED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY \_\_\_\_\_  
BELL COUNTY TAX APPRAISAL DISTRICT

STATE OF TEXAS  
COUNTY OF BELL

SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK

RECORDATION INFORMATION.

FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

IN YEAR \_\_\_\_\_ PLAT # \_\_\_\_\_, PLAT RECORDS OF BELL COUNTY, TEXAS.

DEDICATION INSTRUMENT NO. \_\_\_\_\_, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.



ARBOR PARK COURT PHASE 2  
REPLAT OF LOT 2, BLOCK 1, ARBOR PARK COURT  
BELTON, TEXAS  
ISSUING A REPLAT OF ALL OF LOT TWO (2), BLOCK ONE (1), OF ARBOR PARK COURT, A

SUBDIVISION IN THE CITY OF BELTOM, BELL COUNTY, TEXAS, ACCORDING TO THE  
 PLAT OF RECORD IN CABINET D, SLIDE 358-D, PLAT RECORDS, BELL COUNTY, TEXAS

|         |                     |
|---------|---------------------|
| AGE-65  | 16.210              |
| DA75    | 1007/100000 10.1010 |
| DAIRY   | 2-4                 |
| DISCRED | 7.0                 |
| INLET   | 1.071               |



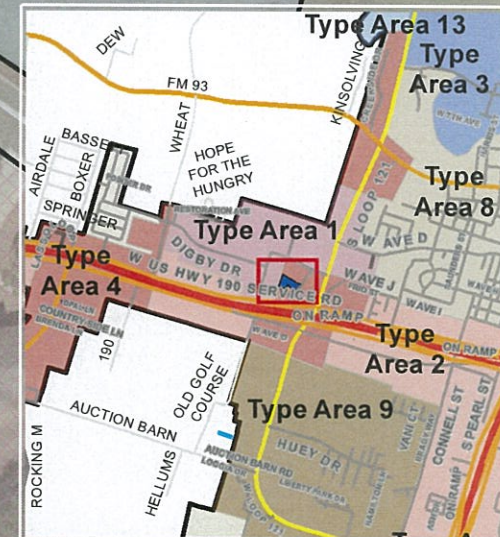
# P-19-28 LOCATION - ARBOR PARK REPLAT

**PROPOSED PLAT:**

Final Plat  
Arbor Park Court Replat  
3.041 Acres

**PROPERTY OWNER:**

Belton Economic Development Corp.



**LEGEND**

P\_19\_28

City Limits

**Zoning**

Light Industrial

Planned Development

Residential Estate





# QUICK INC.

## LAND SURVEYING

**Physical Address: 1430 N. Robertson Road, Salado, Texas 76571**

**Phone: 512-915-4950**

September 11<sup>th</sup>, 2019

Tina Moore

*Planner*

333 Water St.

Belton, TX 76513

T 254.933.5891

[tmoore@beltontexas.gov](mailto:tmoore@beltontexas.gov)

[www.BeltonTexas.Gov](http://www.BeltonTexas.Gov)

Variance Request – Arbor Park Court Phase 2, Replat of Lot 2, Arbor Park Court

Ms. Moore

We would like to request a variance to the frontage requirement noted in the Subdivision Ordinance Section 511.02, relating to public street frontage. Lot 2B does not have fee simple frontage onto a public right-of-way but contains an existing access easement that we are requesting for use.

Sincerely,  
QUICK INC.  
Land Surveying  
Travis Quicksall, RPLS



# City of Belton

Planning Department

September 16, 2019

**Project: WEST AVENUE O PRELIMINARY PLAT**

**Applicant: KDAVEO**

**Date Submitted: 8-15-19**

**2<sup>nd</sup> Submittal: 9-6-19**

**3<sup>rd</sup> Submittal: 9-12-19**

**Location: 44958 ACRES, WEST AVENUE O**

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**\*\*\*Please comment back in red under the comments submitted on this sheet.\*\*\***

**PLANNING – Cheryl Maxwell – [CMaxwell@BeltonTexas.gov](mailto:CMaxwell@BeltonTexas.gov):**

1. Letter received requesting variances for the following:
  - a. In the PD (MF) District:
    - A reduction in the front yard setback requirement from 25' to 15' for Block 11, and Lots 1 & 2 of Block 12;
    - A reduction in the rear yard setback requirement from 20' to 15' for Block 11, and Lots 1 & 2 of Block 12;
    - A reduction in the minimum lot depth requirement from 100' to 90' for Lot 3, Block 12.
  - b. In the SF3 Section:
    - A reduction in front yard setback from 25' to 20' for single family lots in Blocks 2, 3 & 5.

Staff supports these requested variances.
2. Parkland fee/dedication equals 2.41 acres or \$48,200. Variance request received, but no detailed plans. Staff recommends deferral of this variance to the final plat review when a detailed plan will be provided.
3. On the plat, identify purpose of Tracts C, D, and E, i.e. drainage channels.
4. Provide note on plat that Block 1 will observe setback lines as required by the Zoning Ordinance.
5. In the side bar of the site plan, list building setback lines for the PD (MF) blocks, similar to what is noted on the plat.
6. Regarding the note on the plat listing the blocks/lots where a 1-foot non-access easement is needed, Block 3 references Lot 1, but should also reference Lot 16. Block 7 lists lots 25 twice; should be lots 24 & 25. Please add also to the notes: a 1-foot non-access easement along the backs of all of Block 3.
7. On utility sheet, show location and size of existing water line on West Avenue O.
8. 80' ROW needed for Connell Street, a major collector on the city's Thoroughfare Plan. Plat shows approximately 52' existing, which leaves a deficit of 28'. The applicant is responsible for dedicating ½ of the needed ROW, in this case, 14'. Please revise ROW dedication on the plat from 10' to 14'.

9. Tree survey may be addressed with the final plat. It looks like there are three protected trees within this plat boundary, with one proposed for removal. Encourage saving all trees. On the tree inventory table, identify which trees will be removed. Add this table and add the tree ID number to the sheet showing tree locations with the lot lines. A site clearing permit is required before any trees may be removed.
10. Additional street access to the McNamara property to the west is recommended. Review for possible connection in the vicinity of Friar Street or Ringo Road.
11. Perimeter street improvements and sidewalk required for frontage along Connell Street with the final plat.

**PUBLIC WORKS/KPA – Angellia Points, [APoints@BeltonTexas.gov](mailto:APoints@BeltonTexas.gov):**

1. The drainage channel in the drainage easement in Block 5, 6, and 7 needs to also be owned and maintained by the HOA. This will also need to be included in the maintenance agreement in the final plat stage.
2. Driveway cuts along Shrey Way under staff review.
3. Pond 4 sheet flow discharge will likely come with complaints from the property owners and renters along Laila Lane. With such narrow/small backyards anyways, this is a significant concern. Please re-evaluate.
4. Call out the waterline and sewer line sizes. It is understood that the sizes may be revised with the construction drawings. Note, the minimum size for water is 8" unless a water model is provided to show a 6" will suffice under fire events.
5. After consideration for water looping and flushing, please extend the water in Ringo Rd and Shrey Way (not the cul-de-sac). No need to extend the water in the Shrey Way cul-de-sac.
6. The light shown at Laila and Southwest Parkway on Sheet 3.2 needs to be moved because of the conflict with the inlet.
7. The drainage report states the following: We have calculated the capacity of the existing Southwood Hills storm sewer and determined that it can sufficiently carry the calculated 100-year routed outflow. Clarify if this means the stormwater pipe, detention pond, and outflow/weir structure.
8. Tables 1 and 2 combine peak flows of multiple drainage areas. While this is a conservative way to look at worst-case post development flows, it is technically not correct for determining the combined pre-development flows for sizing detention ponds since the times of concentration are not the same for these different drainage areas. Routing procedures need to be used to determine the peak flows for properly sizing detention ponds.
9. Although no action is required for this preliminary plat, the applicant needs to be aware of these items for final plat and construction plan development.
  - a. The drainage report confirmed the existing roadside ditch along Connell is not sufficient to handle the runoff. As indicated in the report, this will need further evaluation and provisions will need to be made so as to not overload downstream infrastructure with the proposed development.



- b. How will the drainage channel behind Shrey way drain to Courtney Court?  
Provide two-sided inlet and show in the construction plans during final plat process.
- c. Update drawings in the final drainage report with the street names and revised block/lot numbers.
- d. The drawings in the drainage report still refer to Auction Barn Road. Should be Southwest Parkway.

**GIS – James Gibson, JGibson@BeltonTexas.gov:**

- 1. Street Names: the name Mitchell is a duplicate street name; please provide a different name.

**BUILDING OFFICIAL – Bruce Ebbert, BEbbert@BeltonTexas.gov:**

No Comments.

**FIRE DEPT – Jeff Booker, JBooker@BeltonTexas.gov:**

No Comments.

**POLICE DEPT – Chief Gene Ellis, GEllis@BeltonTexas.gov:**

No Comments.

**Outside Utility Provider Comments**

- ☐ **Oncor:**
- ☐ **AT&T:**
- ☐ **Atmos Energy:**
- ☐ **Charter Communications:**
- ☐ **Grande Communications:**
- ☐ **Spectrum (Time Warner):**
- ☐ **USPS: Derek Garcia– [Derek.J.Garcia@usps.gov](mailto:Derek.J.Garcia@usps.gov)**
- ☐ **Clearwater UCD:**
- ☐ **TXDOT:**

**Note: Acceptance by the City of Belton of a plat, zoning change, conceptual drawing, construction drawing, or other development submittal complying with City of Belton minimum standards for drainage does not provide approval beyond what the City may authorize. Approval is limited, and this approval does not limit any obligations you may have under applicable state statutes, such as the Texas Water Code, or federal statutes. You should consult with your own professionals as you continue to pursue this development project.**

Minutes of the  
**Planning and Zoning Commission (P&ZC)**  
City of Belton  
333 Water Street  
Tuesday, September 17, 2019

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The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Zach Krueger, Luke Potts, David Jarratt, Quinton Locklin, Dave Covington, Ty Hendrick, Allison Turner and Stephanie O'Banion. The following staff members were present: Director of Planning Cheryl Maxwell, Planning Clerk Laura Livingston, Director of Public Works Angellia Points, Planner Tina Moore, and IT Specialist Ryan Brown.

- 7. P-19-28 Hold a public hearing and consider a final plat of Arbor Park Court Phase 2, being a replat of Lot 2, Block 1, Arbor Park Court, located on the west side of Arbor Park Drive, south of Powell Avenue, in the Belton Business Park.**

Mr. Jarratt returned to the meeting. Ms. Maxwell presented the staff report (Exhibit D).

Chair Baggerly opened the public hearing and with no one requesting to speak, he closed the public hearing.

Mr. Hendrick made a motion to approve P-19-28. Ms. O'Banion seconded the motion. The motion was approved with 9 ayes, 0 nays.

# Staff Report – City Council Agenda Item



## Agenda Item #13

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

- A. Section 42, Definitions, by adding a definition for Mobile Food Vendor/ Establishment and Mobile Food Vendor Park.
- B. Section 21, Retail Zoning District and Section 22, Central Business District, to allow Mobile Food Vendor Park as a permitted use by right, which will also allow use in the Commercial Highway, Commercial-1 and Commercial-2 Zoning Districts.

## Originating Department

Planning – Cheryl Maxwell, Director of Planning

## Summary Information

The City Council recently adopted standards for regulating Mobile Food Vendors/Food Trucks (MFV), in the City limits. See attached ordinance 2019-27. Due to their transient nature, a MFV is regulated via a 6-month permit and is allowed in all zoning districts except single family and two family zoning districts. The MFV Ordinance also set standards for **MFV Parks**, to include parking, site pads, signage, restrooms, fire lanes, and site plan requirements. A **MFV Park** consists of 3 or more MFV units. A **MFV Park** is a more permanent/stationary type use and therefore, needs to be evaluated for appropriate locations/zoning districts and added to the definitions in the Zoning Ordinance.

## Amendment to Section 42, Definitions

Staff prepared draft definitions for a Mobile Food Vendor/Establishment and a Mobile Food Vendor Park to add to the Zoning Ordinance. At their September 17, 2019 meeting, the Planning and Zoning Commission voted to add a definition for Temporary Event Mobile Food Vendor, and to include text in the definition of Mobile Food Vendor/Establishment to clarify that a temporary event mobile food vendor is not considered a mobile food vendor/establishment. The original definitions are shown below with the Planning Commission revisions noted in red text:

### **MOBILE FOOD VENDOR/ESTABLISHMENT**

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 include a food truck, but do not include a **temporary event mobile food vendor**, food booth, concession stand, or food vending push cart.

### **MOBILE FOOD VENDOR PARK**

A permanent site with three (3) or more mobile food vendors.

**TEMPORARY EVENT MOBILE FOOD VENDOR** - 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.

### **Amendment to Sections 21, Retail District & Section 22, Central Business District:**

We have evaluated the MFV Park use and feel it is similar to restaurant use, and therefore appropriate in the same zoning districts. Amendments are proposed to the Retail and Central Business Districts as shown below:

#### Added: PERMITTED USES:

Mobile Food Vendor Park (Refer to Ordinance 2019-27 for Mobile Food Vendor Park requirements)

By amending these sections, a MFV Park is allowed in the following zoning districts:

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

### **Recommendation**

The Planning and Zoning Commission met on September 17, 2019 and unanimously recommended approval of an ordinance as follows, and staff concurs with their recommendation:

- a) Amending Section 42, Definitions, by adding a definition for Mobile Food Vendor/Establishment as revised, Mobile Food Vendor Park, and Temporary Event Mobile Food Vendor.
- b) Amending Section 21, Retail Zoning District, to allow a Mobile Food Vendor Park as a permitted use; this would also allow MFV Park in the CH, C-1 and C-2 zoning districts.
- c) Amending Section 22, Central Business District, to allow Mobile Food Vendor Park as a permitted use.

## **Attachments**

MFV Ordinance 2019-27 approved by City Council  
P&Z Minutes Excerpt  
MFV Park Ordinance

## 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. – MOBILE FOOD VENDOR AND MOBILE FOOD VENDOR 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 truck* means the same as a mobile food vendor/establishment.

*Mobile Food Vendor Park* means a permanent site with three (3) or more mobile food vendors.

*Improved Surface* means an all-weather surface that may include concrete, asphalt, chip

seal, cement stabilized base, pervious pavers, or any other surface approved by the Director of Public Works.

*Mobile food vendor/establishment* means any business which sells edible goods from a nonstationary location within the City including an 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, concession stand, or food vending push cart.

*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.

SEC. 11-177. -Compliance required.

- A. Any person preparing and selling food to the public shall comply with Bell County Public Health District Local Order.
- B. Temporary event mobile food vendors must comply with provision A above and shall register with the event organizer and comply with their requirements, but are exempt from other provisions of this Chapter.
- C. A mobile food vendor or park shall comply with provision A above, Section 321 of the Belton Fire Code, and all provisions outlined in this Chapter.
- D. The City may adopt additional requirements not specified in this chapter as are reasonably required in the City's professional judgment, 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 park shall be obtained through the City Planning Department.

DIVISION 2. MOBILE FOOD VENDORS

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 shall expire six (6) months after the date it is issued, except that a permit subject to a shorter term shall expire 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 as shown on a current driver's license or other suitable form of identification 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 Public Health District inspection report;
  - 7. permission letter from the property owner;
  - 8. other information reasonably required by the City; and
  - 9. signature of applicants.
- 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 321, 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 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. Mobile food vendors may not park within the 25 foot visibility triangle at a street intersection.
  3. Parking requirements for the mobile food establishment will be evaluated with the site plan.
- C. Signs. The only signage permitted shall be 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. A mobile food vendor shall demonstrate that the vehicle is readily moveable if requested by the City.
- F. 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 vendor shall not connect to the City of Belton's public sewer, unless otherwise approved.
- C. A mobile food vendor may, with approval from the Director of Public Works, connect to the City of Belton's public water supply provided the mobile food establishment 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 vendor shall not discharge sewer or grease from the mobile food establishment 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 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 mobile food 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 mobile food establishment that does not correct violations identified as required in Subsection A.

**DIVISION 3. MOBILE FOOD VENDOR PARKS**

SEC. 11-185. Mobile Food Vendor 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. Site Pads. Mobile food vendors in a park shall be parked on an improved surface.
- C. Signage. One (1) on premise sign is permitted at the entrance(s) identifying the mobile food vendor park subject to the sign regulations for the applicable zoning district. Each Mobile food establishment may have attached signage.
- D. Trash receptacle. A dumpster is required to be placed on-site in accordance with the City's Zoning Ordinance and Design Standards.
- E. Public restrooms. A minimum of two (2) public restrooms with connection to City wastewater system shall be provided on site. An alternative plan may be approved by the City's Director of Public Works.
- F. Electrical connections. Each mobile food vendor pad site is required to contain an electrical connection.
- G. Fire lanes. Fire lanes shall be provided in accordance with the current fire code.
- H. Permanent structures. Permanent structures shall be constructed in compliance with the current building code and setback requirements established in the Zoning Ordinance.
- I. Each type of mobile food vendor 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.
- J. All mobile food vendor 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 mobile food vendor parks shall be located on a legally platted lot.
- K. Mobile food vendor parks may provide for 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.
- L. Mobile food vendor 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.



- M. Fencing/screening shall be provided as required by the Zoning Ordinance and Design Standards.
- N. Connection to the City of Belton's public water supply may be allowed providing the mobile food establishment 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.
- O. 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 mobile food vendor 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.
- P. Park owners are encouraged to provide for an aesthetically-pleasing environment which includes shade and seating elements in addition to pervious groundcover.
- Q. All mobile food vendor parks shall comply with the noise regulations in Section 13-4.
- R. All mobile food vendor parks shall comply with all adopted floodplain regulations.
- S. The site plan required for a mobile food vendor 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. 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 permit required by this chapter.
- B. A person commits an offense if the person uses a permit that has not been issued to the person by the City.
- C. 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.
- D. 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.

Minutes of the  
**Planning and Zoning Commission (P&ZC)**  
City of Belton  
333 Water Street  
Tuesday, September 17, 2019

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The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair Brett Baggerly, Zach Krueger, Luke Potts, David Jarratt, Quinton Locklin, Dave Covington, Ty Hendrick, Allison Turner and Stephanie O'Banion. The following staff members were present: Director of Planning Cheryl Maxwell, Planning Clerk Laura Livingston, Director of Public Works Angellia Points, Planner Tina Moore, and IT Specialist Ryan Brown.

- 8. Hold a public hearing and consider an ordinance amending the following sections of the Zoning Ordinance:**
- a) Section 42, Definitions, by adding a definition for mobile food vendor/establishment and mobile food vendor park.**
  - b) Section 21, Retail Zoning District and Section 22, Central Business District, to allow mobile food vendor park as a permitted use by right, which will also allow use in the Commercial Highway, Commercial-1 and Commercial-2 Zoning Districts.**

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

Chair Baggerly opened the public hearing and with no one requesting to speak, he closed the public hearing.

Mr. Hendrick asked Mr. Potts if this is consistent with what he sees in other areas, since he owns a food truck business. Yes and no, he said. There are several things he is not a fan of, Mr. Potts said. There are two definitions that need to be added. The mobile food vendor establishment definition applies to the food truck that is located on Main Street and 13<sup>th</sup> Avenue which is there 24/7, 365 days a year. If we have a food truck come in for the 4<sup>th</sup> of July for one day, that is the temporary event mobile food vendor and there is much more regulation on this definition versus the temporary one. The temporary one does not have to receive a permit through the Planning Department, he said. He believed strongly that definition needed to be included. He said he could go on and on about the whole ordinance but that's already been approved. Ms. O'Banion said she is curious about the temporary mobile food vendor, for an event, she doesn't recall each food truck having to get a permit. Ms. Maxwell said they would not have to. Ms. O'Banion said so that wouldn't apply. Right, Mr. Potts said, so that's why you need two different definitions. Mr. Covington asked if in Belton's ordinance there is a definition for the temporary event mobile food vendor? Ms. Maxwell said yes, it's a definition in the ordinance that was approved but they are not regulated and because they are temporary, they don't have to get a permit. Mr. Potts read the definition and said the 14 days is the key thing and he would recommend adding in the definition that it is someone who is in the same location for 14 consecutive days.

Chair Baggerly asked if they are limiting themselves by saying "heat producing equipment," because Mr. Potts' snow cone business does not require any heat producing equipment. Ms. Maxwell said right, so he's not under that category and he wouldn't be regulated by this. Mr. Potts said there's a big difference when there is a fire safety concern, for someone who has a propane tank for example, than with someone making snow cones.



Mr. Hendrick said he agreed they need to do something as he is seeing these little guys pop up all over the place with coolers out there and there is no regulation on it. That depends on the situation, Ms. Maxwell said. Mr. Hendrick said that was this weekend when he saw a guy just pop up at Sparta Road and Main Street. Ms. Maxwell said he has a six-month permit and will only operate on the weekend. As long as mobile food vendors are not located in single or two family zoning districts, they can set up almost anywhere if they have the property owner's permission, meet setbacks and don't interfere with parking, Ms. Maxwell said. So, there is review of the permit but it is not necessarily in regards to zoning, she added.

Mr. Jarratt complimented city staff for the elegance of the definitions in the ordinance. Mr. Potts said he visited at length with Ms. Maxwell, to which Ms. Maxwell said they did meet with mobile food vendor owners when formulating the ordinance. What is needed today, Ms. Maxwell said, is to focus on mobile food vendor parks, so we need to define mobile food vendor and mobile food vendor park. Mr. Covington asked if they are to duplicate the definitions that are in the mobile food vendor ordinance to place into the Zoning Ordinance? Ms. Maxwell said you can do that. Chair Baggerly said he thought it was a good jumping off point for the mobile food vendor park component.

Mr. Potts made a motion to approve the amendments to the Zoning Ordinance, including a definition for "temporary event mobile food vendor", and an additional phrase to the definition of "mobile food vendor/establishment" to state that it does not apply to temporary event mobile food vendors. Mr. Covington seconded the motion to approve items a and b (as amended), with a vote of 9 ayes, 0 nays.

## ORDINANCE 2019-49

**AN ORDINANCE OF THE CITY OF BELTON, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING SECTION 42, DEFINITIONS, BY ADDING A DEFINITION FOR MOBILE FOOD VENDOR/ESTABLISHMENT, MOBILE FOOD VENDOR PARK, AND TEMPORARY EVENT MOBILE FOOD VENDOR, AND BY AMENDING SECTION 21, RETAIL ZONING DISTRICT AND SECTION 22, CENTRAL BUSINESS DISTRICT, TO ALLOW MOBILE FOOD VENDOR PARK AS A PERMITTED USE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the amendments proposed herein have been presented to the Planning and Zoning Commission and due notice of said amendments and hearing on said amendments has been given as required by the City Zoning Ordinances and as required by law, and a hearing on said amendments before the City Planning and Zoning Commission of the City of Belton was set for the 17<sup>th</sup> day of September, 2019, at 5:30 p.m. for hearing and adoption.

**WHEREAS**, said amendments were duly recommended by the said City Planning and Zoning Commission and the date, time and place of the hearing on said amendments by the City Council of the City of Belton was set for the 24<sup>th</sup> day of September, 2019, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

**WHEREAS**, a hearing was held upon the amendments by the City Council of the City of Belton of the time, place and date herein before set forth and no valid objection to said amendments was presented.

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

**PART 1.** Section 42, Definitions, of the Zoning Ordinance of the City of Belton, Texas, is hereby amended as follows:

Added:

### MOBILE FOOD VENDOR/ESTABLISHMENT

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 include a food truck, but do not include a temporary event mobile food vendor, food booth, concession stand, or food vending push cart.

## MOBILE FOOD VENDOR PARK

A permanent site with three (3) or more mobile food vendors.

## TEMPORARY EVENT MOBILE FOOD VENDOR

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.

**PART 2.** Section 21, Retail Zoning District, and Section 22, Central Business District, of the Zoning Ordinance of the City of Belton, Texas, is hereby amended as follows:

Added:

### SECTION 21.2 – PERMITTED USES:

Mobile Food Vendor Park (Refer to Ordinance 2019-27 for Mobile Food Vendor Park requirements)

### SECTION 22.2 – PERMITTED USES:

Mobile Food Vendor Park (Refer to Ordinance 2019-27 for Mobile Food Vendor Park requirements)

**PART 3:** 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 4:** This ordinance shall take effect immediately after its passage in accordance with the provisions of the Charter of the City of Belton, Texas, and it is accordingly so ordained.

**PART 5:** The Zoning Ordinance of the City of Belton, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**PART 6:** 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 24<sup>th</sup> day of September, 2019, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.



**PASSED AND APPROVED** on this the 24<sup>th</sup> day of September, 2019.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk