

City of Belton, Texas

City Council/Planning and Zoning Joint Workshop Agenda Tuesday, November 12, 2019 - 4:00 p.m. Kinchion Room, Harris Community Center 401 N. Alexander, Belton, Texas

- 1. Call to order.
- 2. Receive a presentation and discuss possible amendments to various sections of the Subdivision Ordinance related to sidewalks, street standards/improvements, parkland dedication, fire protection, and administrative plats.
- 3. Adjourn.

City Council/P&Z Joint Workshop Agenda November 12, 2019 Page 1 of 1 Joint Workshop Planning and Zoning Commission & City Council November 12, 2019

Subdivision Ordinance Amendments

Workshop Outline:

- Discuss proposed amendments to Subdivision Ordinance regarding sidewalk policy
- Overview of other amendments:
 - Perimeter Street Improvements
 - Parkland Dedication Requirement
 - Fire Protection
 - Administrative Approval
- Summary of when P&ZC/CC review site plans

Background

- <u>Sidewalk Standards and Policy</u>, Section 503, approved in 2015--3 year sunset review underway.
- Also looking at <u>Street Standards and Policy</u> (Section 502) and <u>Requirements for Parkland</u> (Section 517).
- Plats approved during FY 2016 FY2018 reviewed to determine when requirements for sidewalks, perimeter street improvements (PSI), and parkland dedication/fees were applied or waived by variance.

Background

- Most variances related to replats or to plats in ETJ.
- Goal of Review: Simplify the processing of plats to allow those that would otherwise qualify for administrative approval to be processed administratively even with variance request.
 - 304.01 Eligible Administrative Minor Plat
 - 1. involve four (4) or fewer lots;
 - 2. front onto an existing street, and;
 - 3. do not require the creation of any new street or the extension of municipal facilities.

Background

- Staff proposed changes to Subdivision Ordinance sections and sent to TABA for review in January/February.
- Stakeholder meeting held April 16th.
- Public hearing held at P&ZC meeting June 18th.
- Public hearing held at P&ZC meeting July 16th—Item tabled due to concerns with sidewalk policy.
- Joint workshop with P&ZC/CC scheduled—Primary discussion focused on sidewalk policy.
- Attached input from TABA, BEDC (Cynthia Hernandez), and P&ZC Member Luke Potts.

Discussion/Purpose of Current Standard

Sidewalks on both sides of collector and arterial streets.

- Collector streets and arterial streets carry a larger volume of traffic at a higher rate of speed.
- For pedestrian safety, sidewalks needed on both sides of these streets.
- If only on one side, pedestrians forced to cross mid block or walk on unimproved surface or roadway.
 Difficulty for wheelchair bound.

Discussion/Purpose of Current Standard

Sidewalks in Industrial Areas—Safety Concerns.

- Sidewalks provide safe route for internal pedestrian traffic.
- Sidewalks in industrial areas will not generate additional pedestrian traffic, but take existing pedestrian traffic off busy roadways.
- Sidewalks along both sides of arterial and collector streets, even in industrial areas, appears to have merit.
- Alternative off-road hike/bike route may be considered in industrial park; may be evaluated with subdivision plat.

Sidewalks in Industrial Areas—Security Concerns.

 Pedestrian traffic on sidewalk is unlikely to pose a security threat to the industry's property.

Discussion/Purpose of Current Standard

Increased cost associated with sidewalks.

- Sidewalk cost modest when all development costs considered.
- Sidewalk cost currently estimated at \$54/sq. yd. = \$3,000 for 5' wide sidewalk on 100' frontage.

Quality of Life

- Belton's Strategic Plan Vision: Be the "community of choice in Central Texas, providing an exceptional quality of life."
- City's development standards important in balancing cost and quality of life.

Proposed Amendments: Section 503-Sidewalk Standards

Current Requirements:

Sidewalks required along <u>both</u> sides of collector and arterial streets - not required along local streets unless street is adjacent to a school; not required for streets with residential frontage.

Developer required to install sidewalks along streets that do not have driveway access; sidewalk requirement may be deferred to the builder for streets that have driveway access.

Proposed Changes:

- No major changes proposed; sections reworded for clarity.
- For property being platted, the sidewalk requirement may be deferred to builder, provided this is noted on the plat.
- Variances available if warranted.
- Staff may waive sidewalk requirement for plats in the ETJ and for plats qualifying for administrative approval.

OTHER AMENDMENTS Section 502: Street Standards and Policy

Current Requirements:

Perimeter street improvements (PSI) required along unimproved streets, excluding State or Federal highways – developers/owners bear half the total cost of paving (up to 18.5 feet width) and installing curb and gutter.

Proposed Changes:

- Reference to "Planning & Zoning Commission" replaced with "City Council".
- Delete "Street Design Standards" table. Replace with reference to City's Design Manual and Thoroughfare Plan.
- Clarify the term "unimproved street".
- Discretion given to Staff to determine when PSI are needed.
- Staff may approve variance to PSI requirement for plats that otherwise qualify for administrative approval.

Section 517: Requirements for Parkland

Current Requirements:

Parkland dedication required for new residential subdivisions in an amount equal to 1 acre/100 new dwelling units. Minimum land dedication is 2 acres. Fee may be paid in lieu of land dedication at rate of \$200/dwelling unit.

Proposed Changes:

- No change proposed to fee/land dedication.
- However, when scale of development requires it, recommend accepting park site no smaller than 3 acres (currently 2 acres).
- Staff may approve variance to the parkland/fee requirement for plats that otherwise qualify for administrative approval.

Fire Protection:

- ETJ plats frequently located outside City's water CCN, and water pressure/flow for fire protection frequently below 1,000 gpm, which is minimum flow required by City's fire code.
- Following amendments proposed to address fire protection in ETJ and allow staff to approve plats in ETJ that would otherwise qualify for administrative approval.

Section 403: Construction Plans for Subdivisions in City's ETJ Areas

<u>Proposed Changes</u>: Staff may waive requirement for fire protection (1,000 gpm flow) for plats in ETJ that otherwise qualify for administrative approval.

Section 505: Water and Sewer Utilities Standards

<u>Proposed Changes</u>: Staff may waive requirement for fire protection (1,000 gpm flow) for plats in ETJ that otherwise qualify for administrative approval.

Section 514: Fire Lanes

<u>Proposed Changes</u>: Clarify requirements for fire lanes to reference adopted Fire Code. Staff may waive requirement for fire lanes for <u>plats in ETJ that otherwise qualify for</u> administrative approval.

Section 304: Administrative Plat Approvals

<u>Proposed Changes</u>: Clarify replats reducing the number of lots are eligible for administrative plat approval.

Section 304: Administrative Plat Approvals

304.01 Administrative Minor Plat (Amendment 2003-12)

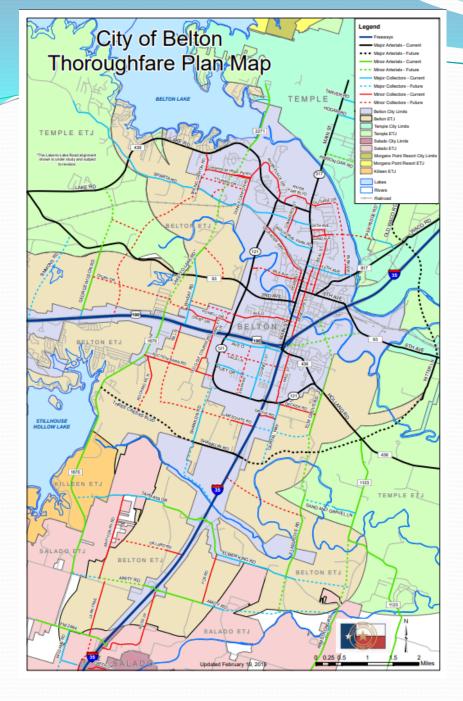
- A. In accordance with the Texas Local Government Code, Section 212.0065, the City of Belton delegates to the City Manager or his designee the authority to approve minor plats and amendments to minor plats, including replats that reduce the number of lots, which:
 - 1. involve four (4) or fewer lots, and;
 - 2. front onto an existing street, and;
 - 3. do not require the creation of any new street or the extension of municipal facilities.

Site Plan Reviews by P&ZC/CC

- Detailed site plan required with SUP or PD zoning.
- Straight rezoning and plat reviews do not require a site plan, but rely on adopted standards.
 - Helpful if conceptual site plan provided, so staff can identify potential issues, but not required.
 - Compliance not required.
- Legislative changes on required exterior building material (90% masonry) still being evaluated.

Input by P&ZC/CC Desired on Following:

- Additional flexibility for Admin approval for plats in the ETJ.
- Parkland dedication requirement no less than 3 acres.
- Sidewalk Standards
 - Sidewalks on both sides of collector/arterial streets
 - Sidewalks along collector/arterial streets in industrial areas



Arterials

Loop 121

- Lake Rd/FM 439
- Holland Rd/FM 436
- 6th & 2nd Ave/FM 93
- Main St/SH 317
- Waco Rd
- FM 1670 (minor)
- L2LR (minor)

Major Collectors

- Sparta Rd
- Industrial
- 13th Ave
- Connell
- Ave O
- Huey
- Wheat Rd

Minor Collectors

- MLK
- Beal
- Penelope
- Wall St
- Laila Ln
- SW Parkway
- 24/22 Ave
- Commerce
- Digby/Powell
- Chisholm Tr Pkwy

Background Info Perimeter Street Improvement Requirement Legality Question

Perimeter Street Improvement Requirements

- Question raised about legality for City to impose perimeter street improvement requirements.
- Reviewed current requirements with COB's Legal Staff, and consensus by John Messer and Neale Potts is the City's Ordinance is valid.
- City's have sought to establish ways to pay for the impact of development. Perimeter Street Improvement Requirements have been used in Belton to address adjacent street improvement costs resulting from development.
- Various Courts have addressed this issue and their evaluation has been, by necessity, on the facts of each case.

Perimeter Street Improvement Requirements (Cont.)

- The <u>Texas State Legislature</u> has addressed the issue by prescribing standards for <u>Impact Fees</u> – a means to cost share offsite public improvements (sewer plant, arterial streets).
- The <u>U.S. Supreme Court</u> also weighed in on issue of fairness. Street Improvement Requirements must be related to the burden to the City resulting from new development. Two-pronged test:
 - 1. "Nexus" reasonable relationship
 - 2. "Proportionality" relationship fairness

Perimeter Street Improvement Requirements (Cont.)

- "The requirement to construct off site public improvements is acceptable only when an individualized determination has been made as to the impact of the new development, and the landowner is assessed its proportional share". (Flower Mound vs. Stafford Estates)
- We recommend, and P&ZC/Council often grant, variances, and can again in future if one or both of tests – nexus or proportionality not met.
- Staff recommendation would be to retain current language in Ordinance. Eliminating requirement would shift entire cost burden to general public raising concerns of fairness and straining City budget.



Memo

To:	Cheryl Maxwell
From:	Cynthia Hernandez
Date:	May 13, 2019
Re:	Subdivision Ordinance Revisions

Thank you for allowing BEDC the opportunity to comment on your Subdivision Ordinance Revisions, specifically those items related to industry development. With regard to **Section 503.02 Subdivision Requirement** of the *City of Belton Sidewalk Standards and Policy*, we request that some consideration be given to exclude industrial areas from this requirement where alternative routes of connectivity can be accomplished.

Areas, such as the Belton Business Park, have been strategically developed to offer a location where businesses can operate in an environment that is conducive to their productivity without concerns of disturbing, disrupting or receiving complaints from the adjacent property owners or the general public. Often, these operations run multiple shifts and supplies and products are shipped in and out of the facilities at various times of the day. Furthermore, these facilities are not a destination to the general public, except to those that are employed or offer a service at the facility.

The following points have been made to BEDC staff over the years in working with both existing and prospective businesses:

- Encouraging pedestrian traffic through an industrial area is perceived to be an added liability to industries running fleet, supplies and finished products in and out of their operations each day.
- Theft and vandalism can and has occurred at facilities within various industrial areas in Belton. Sidewalks encourage pedestrian traffic and often provide easier access to the facilities, causing concern for increase in theft and vandalism.
- It is understood that some operations have initiatives for employees to exercise and get steps in throughout the day. It should be noted that not all operations within industrial areas have the flexibility or lend itself to such initiatives. In instances where these types of wellness programs are implemented, the development of a walking trail or path onsite should be encouraged.
- It is understood that, in addition to connectivity, sidewalks offer a great alternative for the public to walk and exercise. Belton offers excellent amenities for outdoor recreation and exercise. These locations should be promoted for these purposes.

Likewise, in **Section 5030.3 Building Permit Requirement** of the *City of Belton Sidewalk Standards and Policy*, we request that consideration be given to exclude industrial areas from this requirement, specifically in areas where alternate routes of connectivity can be accomplished. In addition to the reasons listed above, I would also like to add the following points:

- The development of a sidewalk adds to the project costs and the development process. Typically, (light) industrial lots are a minimum of 4 acres and in some cases can be as large as 20+ acres dependent upon the type of facility and available real estate. To put a value on a sidewalk for a project in a LI zoned parcel, a 5' sidewalk with 404 linear feet (4.3-acre narrow tract) is estimated at \$10,100.
- Permitting often triggers other items within the building/fire code that were not in place when the building was constructed, resulting in a likely budget overrun to add to or renovate a facility. This coupled with the cost of the sidewalk can make the case to reinvest in Belton a challenge.
- BEDC, in partnership with the City of Belton and Bell County, has incentive programs available to both new and existing industries building or expanding in Belton. BEDCfunded incentives are always analyzed to ensure that the taxing entities yield a return on the taxpayer's investment. In situations where the BEDC can offer assistance, it is ideal that BEDC's investment is meaningful to the company for real property improvements, training and other factors related to the business's success in Belton. Increasing the development costs could dilute the impact of BEDC assistance to the company.

As you are aware, the BEDC is charged with assisting new industry in expanding or locating into the community, ultimately creating jobs and enhancing the tax base. In doing so, we take the position of being an advocate for the business community as we work hand in hand with the City of Belton staff. Investors and consumers of the City of Belton's services are residential, commercial/retail, and industrial. We appreciate the work of the Planning and Zoning Commission as you strive to make the best decisions for Belton's future.

Cheryl Maxwell

From: Sent: To: Subject: Cheryl Maxwell Tuesday, June 11, 2019 11:40 AM Cheryl Maxwell FW: Subd Ord review

From: Marty Janczak <Marty.Janczak@tahb.org> Sent: Thursday, February 28, 2019 4:00 PM To: Cheryl Maxwell <CMaxwell@BeltonTexas.Gov> Cc: Sam Listi <SListi@BeltonTexas.Gov> Subject: RE: Subd Ord review

Cheryl:

TABA's comments are as follows:

Sections 503.01 & 503.02. We believe the proposed requirement for sidewalks on both sides of arterial and collector streets is excessive and will add undue costs to development and subsequently increasing the cost of housing to the end user. Your city has currently negotiated with Developers for sidewalks only on one side of arterial and collector streets. We believe this is an acceptable practice and should be continued. It is also an excessive requirement that sidewalks must be constructed before a Certificate of Occupancy for a dwelling is issued. The CO has nothing to do with the sidewalk. This statement should be eliminated.

Section 502.01 H.2.c where a developer is responsible for Right of Way (ROW) dedication and one half of the cost of paving on a Perimeter street plus installing curb and gutter on an unimproved Perimeter street. While we concur with the ROW dedication requirement, the street construction requirement is contrary to several Texas court case decisions that basically state a developer is only responsible for the proportionate amount of additional traffic that is added to a perimeter street. i.e. if a Perimeter street has a 1000 car per day traffic count and a new development will add 180 cars per day then the Developer is only liable for 18% of the cost of improving the Perimeter street along the property boundary. We believe your proposed requirement opens the City for excessive Liability exposure. Further we propose that if a Developer pays a fee in lieu of street construction, then these monies be retained separately in an escrow account similar to the Parkland Escrow account. If the Perimeter street is not constructed in FIVE years then these funds will be returned with interest to the Developer. The logic here is that if a project can't be executed in five years then it wasn't a realistic plan to start with.

Section 517.11 C. regarding any funds paid in lieu of Parkland dedication requirements must be expended by the City within FIVE years vs the current 10 years. This would make the requirement consistent for both new and existing parkland. The same logic applies here as well as with Perimeter street fees.

We would also recommend another sunset review in two or possibly 3 years. Actually I believe this is a good idea for all ordinances.

No doubt you gave me ample time to get Stakeholder's opinions but because of other commitments it was difficult to get my members to meet and focus on this issue. Perhaps a Stakeholder meeting might be appropriate if you have time for it.

Thank you for the allowing me and TABA to comment on the proposed revisions.

Sidewalk Standards and Policy Proposed Revisions



Recommendations by Luke Potts

<u>503.01 :</u>

Current:

503.01 Sidewalks shall be required on both sides of arterial and collector streets.

Recommendation: Revise the requirement for both sides of arterial and collector streets to have sidewalks to a requirement of arterial and collector streets to have a sidewalk on 1 side.

Revised language:

503.01 Sidewalks shall be required on <u>one</u> side of arterial and collector streets

<u>503.02. a :</u> Current:

503.02 Subdivision Requirement

a. Sidewalks shall be required on both sides of internal arterial and collector streets and the subdivision side of perimeter streets.

Recommendation: Revised the requirement for both sides of arterial and collector streets to have sidewalks to a requirement of arterial and collector streets to have a sidewalk on 1 side.

Revised Language:

503.02.a: Subdivision Requirements a. Sidewalks shall be required on <u>one</u> sides of internal arterial and collector streets and the subdivision side of perimeter streets.

<u>503.02.b:</u> Current:

b. Sidewalks on streets without driveway access shall be installed by the subdivision developer, prior to acceptance of the subdivision. This requirement may be deferred to the builder provided this requirement is noted on the plat. If installed by the builder, installation is required prior to issuance of a Certificate of Occupancy for that property.

Recommendation: Add a second option for the developer to put funds into an escrow account so that they may receive the certificate of occupancy before the sidewalk is complete. This would allow for the developer/builder to finish multiple houses before doing the sidewalk which could bring down the overall cost. If a builder/developer were building one house right after the other, they could receive Certificate of

Sidewalk Standards and Policy Proposed Revisions Continued

Occupancy for each house, even though a side walk had not been completed, then go back and do the sidewalk for multiple houses at a time vs just one at a time.

Revised Language:

b. Sidewalks shall be installed by the subdivision developer, prior to acceptance of the subdivision. This requirement may be deferred to the builder provided this requirement is noted on the plat. If installed by the builder, instillation is either 1) required prior to issuance of a Certificate of Occupancy, or 2) Certificate of Occupancy may be issued prior to instillation of the sidewalk if 120% of the funds estimated by the city for the construction of said sidewalks are placed in a sidewalk escrow account approved by the City.

503.02.e:

Current:

e.Sidewalks may also be required to be installed by the subdivision developer when the City determines that in the interest of connectivity, accessibility, and/or public safety sidewalks are necessary to connect the subdivision, or an area of the subdivision, to certain public or private facilities, including but not limited to education facilities, medical facilities, walking or biking trails, transit stops, retail centers, employment centers, and/or thoroughfares.

Recommendation: Remove in full. This is a catchall with no restrictions or limits.

Revised:

503.02.e: N/A

<u>503.03</u> Current:

503.03 Building Permit Requirement

Along arterial and collector streets, sidewalks shall be required and shall be installed in conjunction with a building permit for all new multiple family, office, retail, commercial, and industrial buildings, and whenever any permit is required for construction, addition or exterior structural alteration on any building or other structure, for the property's frontage length along these public streets. This provision does not apply to collector and arterial streets with residential frontage infill development for single family or two family use.

Recommendation: 1) Limit the types of building permits that trigger the sidewalk requirement to new buildings only. 2) Do not require sidewalks in Industrial zoned areas for reasons stated by BEDC.

New language:

503.03: Building Permit Requirement

Sidewalk Standards and Policy Proposed Revisions Continued

Along arterial and collector streets, sidewalks shall be required and shall be installed in conjunction with a building permit for all new multiple family, office, retail, and commercial buildings. This provision does not apply to infill development for single family or two family use, or any industrial zoned areas.

<u>503.07</u>

Current:

503.07 503.09 If the City determines required sidewalks should not be constructed until a later date, the funds estimated by the City for the construction of said sidewalks shall be placed in a sidewalk escrow account approved by the City. If the funds for sidewalk construction are not expended by the City within 9 years of the date received, the funds and interest will be returned.

Recommendation: Reduce funds return time from 9 years to 5 years.

New Language:

503.07 If the City determines required sidewalks should not be constructed until a later date, the funds estimated by the city for the construction of said sidewalks shall be placed in a sidewalk escrow account approved by the city. If the funds for sidewalks constructed are not expended by the city within 5 years of the date received, the funds and interest will be returned.

<u>502.01.H.c</u> Current:

c. Upon any land being subdivided or otherwise developed in an area adjacent to existing unimproved streets (excluding State or Federal highways), the developer shall bear half the total cost of paving (up to 18.5 feet width) and installing curb and gutter for all such unimproved perimeter streets adjacent to the area being subdivided or otherwise developed. provided, however, that the Planning and Zoning Commission may either waive or postpone this requirement in the manner as set forth below.

Recommendation: Developer should bear a cost equivalent to the amount of increase in traffic produced by the developed property.

502.01.H.c

Upon any land being subdivided or otherwise developed in an area adjacent to existing unimproved streets (excluding State or Federal highways), the developer shall bear a percent of the cost of paving (up to 18.5 feet width) and installing curb and gutter for unimproved perimeter streets adjacent to the area being subdivided or developed. The percent of cost the developer shall bear will be equivalent to the percent of increased traffic on the unimproved perimeter street being caused by the subdivided or otherwise developed land.

<u>502.01.H.3.b</u> Current:

3

Sidewalk Standards and Policy Proposed Revisions Continued

b) Place his pro-rata share (half the total cost of paving and installing curb and gutter for the unimproved street) in an escrow account with a Bell County bank acceptable to the City and enter into a written agreement obligating the developer to pay such pro-rata share. Said interest from such an escrow account shall be made payable to the City to offset inflationary costs of construction. If the funds are not used within none nine (9) years, the City shall hold a public hearing to show clear intent to improve the road within one year; if no such intent is shown, the funds and interest will be returned.

Recommendation: Share shall not be stated. Will be different based on % of increase in traffic of development.

502.01.H.3.b

Place his/her pro-rata share (percent of the total cost of paving and installing curb and gutter for the unimproved street that is equivalent to the percent of increase traffic caused by the development) in an escrow account with a Bell County bank acceptable to the City and enter into a written agreement obligating the developer to pay such pro-rata share. Said interest from such an escrow account shall be made payable to the city to offset inflationary cost of construction. If the funds are not used within <u>5 years</u>, the city shall hold a public hearing to show clear intent to improve the road within one year; if no such intent is shown, the funds and interest will be returned.

517.05

Current:

517.05 Fee Payment In-Lieu of Parkland Dedication

(Change minimum land dedication from two acres to three acres)

When the amount of land required by this Section is less than two three acres, the Council may require the subdivider to pay a fee-in-lieu of Parkland dedication. Where the payment of a fee-in-lieu of Parkland dedication is required or acceptable to the Council as provided for in this ordinance, such fee shall be in an amount in the Fee Schedule on file in the City Clerk's office, and may be amended from time to time by the City Council. The subdivider shall tender and pay over to the City said fee prior to recordation of the record Final Plat.

Recommendation: Leave minimum land dedication at two acres instead of changing to 3.

New Language: Leave language as was. Don't change two to three.

517.06

Current:

A. The dedicated land should form a single parcel or tract of land at least two three acres in size, unless it is determined that a smaller tract would be in the public interest, or that additional contiguous land will be reasonably available for dedication to or purchase by the City.

Recommendation: Leave minimum land dedication at 2 acres.

New language: leave language as was previously. Do not change 2 to 3.

518.02

Current:

518.02 Use and Refund of Monies

At such time as the City Council, based upon the recommendations of the Planning and Zoning Commission, determines that there are sufficient funds derived from a certain area in the Parkland Dedication Fund to purchase usable Parkland, the Council shall cause negotiations to be undertaken to purchase the site by mutual agreement or by condemnation proceedings. In making such determination

for the purchase of said site, the conditions of Section 517 above shall be taken into consideration. The principal and interest deposited and kept in the Parkland Dedication Fund shall be used solely for the purpose of purchasing and/or equipping land for public park and recreation uses, and shall never be used for maintaining or operating public park facilities, or for any other purpose. Any funds paid in-lieu of the Parkland dedication requirements must be expended by the City within ten years from the date received for new Parkland or five years from the date received for existing Parkland. If not so expended, the original developer of the property on the last day of such period shall be entitled to a pro rata refund, computed on a square footage of area basis. The developer of such property must request such refund within one year of the entitlement, in writing, or such right shall be waived. Said refunds shall be paid within 60 days of the filing of the request with the City Clerk.

Recommendation: Any funds should be returned in 5 years whether it is for new or existing Parkland.

New language for 4th sentence of 518.02 highlighted above:

Any funds paid in-lieu of the Parkland dedication requirements must be expended by the city within 5 years from the date received for new or existing Parkland.

Addition Amendments:

Amendments:

1. The city shall not place any objects on the sidewalks without the prior approval of the developer/builder/business/individual who paid for the sidewalk and/or would be financial affected by changes to it. This includes but is not limited too benches and other seating objects, bus stops, news stands, newspaper rack, flower box, sign not related to public safety or direction, etc.

2. Sidewalks and related sidewalk ramps shall conform with American with Disabilities Act (ADA) and Texas Accessibility Standards requirements.



City of Belton, Texas

City Council Meeting Agenda Tuesday, November 12, 2019 - 5:30 p.m. Wright Room, Harris Community Center 401 N. Alexander, Belton, Texas

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember John R. Holmes, Sr.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Director of Public Works Angellia Points.

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

Invocation. The Invocation will be given by Bruce Lovesmith, Associate Pastor of Fellowship Baptist Church.

- 1. Call to order.
- 2. Public Comments.

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

3. Recognize Court Clerk LaCretia Van de Plas for obtaining her Level III Court Clerk certification.

City Council Meeting Agenda November 12, 2019 Page 1 of 3

Consent Agenda

Items 4-7 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

- 4. Consider minutes of October 22, 2019, City Council Meeting.
- 5. Consider a resolution appointing Barry Harper to the Tax Appraisal District Board of Directors.
- 6. Consider Appointments/Reappointments to the following Boards/Commissions:
 - A. Library Board of Directors
 - B. Belton Economic Development Corporation Board of Directors
- 7. Confirm appointment of Interim Fire Chief Wesley Gilbreath.

Miscellaneous

- Hold a public hearing and consider a tax abatement agreement request by Todd Mantz, on property owned by CSC Group, LP, located in Tax Abatement Reinvestment Zone Number 13, on the east side of IH 35, South of Loop 121, along Grove Road, to build a 50,000 square foot warehouse at an estimated cost of \$1,750,000 (206 E. Grove Road).
- 9. Hold a public hearing and consider an ordinance amending Chapter 22, Article VI, Section 22-106, Schedule A of the Code of Ordinances regarding traffic schedules and speed limit regulations.
- 10. Consider an ordinance reducing the speed limit from 75 MPH to 65 MPH on US190/IH-14 in Belton City Limits during construction of the US190/IH-14 Widening Project.
- 11. Consider an ordinance:
 - A. amending Sec. 8-71 and Sec. 8-72 of the City of Belton Fee and Rate Schedule related to solid waste collection rates for 2020.
 - B. adding Sec. 12-1 to the City of Belton Fee and Rate Schedule related to the registration and inspection of mobile home parks.
- 12. Consider an ordinance authorizing an amendment to the FY2019 budget.

City Council Meeting Agenda November 12, 2019 Page 2 of 3

<u>The Belton City Council will recess the Regular City Council Meeting and convene</u> <u>a meeting of the Belton Employee Benefits Trust.</u>

City of Belton Employee Benefits Trust Agenda

- 1. Call to Order.
- 2. Consider minutes of the City of Belton Employee Benefits Trust meeting dated November 27, 2018.
- 3. Consider action awarding contracts for employee insurance products.
- 4. Adjourn.

<u>The Employee Benefits Trust will adjourn the City of Belton Employee Benefits</u> <u>Trust Meeting and reconvene the Belton City Council Meeting.</u>

- 13. Consider approval of funding for employee insurance contracts awarded by the Board of the Employee Benefits Trust, and authorizing the transfer of funds from the City's operating funds to the Employee Benefits Trust account.
- 14. Receive a presentation and consider adopting the proposed Parks Master Plan for the expansion of Heritage Park.

Executive Session

15. 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.

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 Council Meeting Agenda November 12, 2019 Page 3 of 3



City of Belton, Texas

City Council Meeting Agenda Tuesday, November 12, 2019 - 5:30 p.m. Wright Room, Harris Community Center 401 N. Alexander, Belton, Texas

OFFICE OF THE CITY MANAGER

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember John R. Holmes, Sr.

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

Invocation. The Invocation will be given by Bruce Lovesmith, Associate Pastor of Fellowship Baptist Church.

- 1. Call to order.
- 2. Public Comments.

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

3. <u>Recognize Court Clerk LaCretia Van de Plas for obtaining her Level III Court</u> <u>Clerk certification.</u>

Lily Pebworth from the Texas Municipal Courts Education Center will be in attendance and will present Ms. Van de Plas with her certificate recognizing that she is the 110th Certified Municipal Court Clerk to receive this high level certification.

City Council Meeting Agenda November 12, 2019 Page 1 of 4

Consent Agenda

Items 4-7 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

4. Consider minutes of October 22, 2019, City Council Meeting.

A copy of the minutes is attached. Recommend approval.

5. <u>Consider a resolution appointing Barry Harper to the Tax Appraisal District</u> <u>Board of Directors.</u>

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

6. Consider Appointments to the following Boards/Commissions:

- A. Library Board of Directors Janice Pustka
- B. <u>Belton Economic Development Corporation Board of Directors</u> Steve Jones and Brandon Bozon

7. Confirm appointment of Interim Fire Chief Wesley Gilbreath.

In accordance with Chapter 143 of the Local Government Code, the City Manager recommends that the City Council confirm the appointment of Wes Gilbreath to serve as Interim Fire Chief for the City of Belton, with an effective date of November 1, 2019. A national Search is underway for Belton's next Fire Chief.

Miscellaneous

8. Hold a public hearing and consider a tax abatement agreement request by Todd Mantz, on property owned by CSC Group, LP, located in Tax Abatement Reinvestment Zone Number 13, on the east side of IH 35, South of Loop 121, along Grove Road, to build a 50,000 square foot warehouse at an estimated cost of \$1,750,000 (206 E. Grove Road).

See Staff Report from City Manager Sam Listi. Recommend holding the public hearing and authorizing the tax abatement agreement as presented.

9. <u>Hold a public hearing and consider an ordinance amending Chapter 22, Article VI, Section 22-106, Schedule A of the Code of Ordinances regarding traffic schedules and speed limit regulations.</u>

City Council Meeting Agenda November 12, 2019 Page 2 of 4 See Staff Report from Director of Public Works Angellia Points. Recommend holding the public hearing and adopting the ordinance as presented.

10. Consider an ordinance reducing the speed limit from 75 MPH to 65 MPH on US190/IH-14 in Belton City Limits during construction of the US190/IH-14 Widening Project.

See Staff Report from Director of Public Works Angellia Points. Recommend adoption of the ordinance as requested by TxDOT.

11. Consider an ordinance:

A. <u>amending Sec. 8-71 and Sec. 8-72 of the City of Belton Fee and Rate</u> <u>Schedule related to solid waste collection rates for 2020.</u>

B. <u>adding Sec. 12-1 to the City of Belton Fee and Rate Schedule related to the</u> registration and inspection of mobile home parks.

See Staff Report from City Clerk Amy Casey. Recommend adoption of the ordinance amending the Fee Schedule effective January 1, 2020.

12. Consider an ordinance authorizing an amendment to the FY2019 budget.

See Staff Report from Interim Director of Finance Susan Allamon. Recommend adoption of the ordinance as presented.

<u>The Belton City Council will recess the Regular City Council Meeting and convene</u> <u>a meeting of the Belton Employee Benefits Trust.</u>

City of Belton Employee Benefits Trust Agenda

1. Call to Order.

2. <u>Consider minutes of the City of Belton Employee Benefits Trust meeting</u> <u>dated November 27, 2018.</u>

A copy of the minutes is attached. Recommend approval.

3. Consider action awarding contracts for employee insurance products.

See Staff Report from Interim Director of Finance Susan Allamon. Recommend approval of the contracts as presented.

4. Adjourn.

<u>The Employee Benefits Trust will adjourn the City of Belton Employee Benefits</u> <u>Trust Meeting and reconvene the Belton City Council Meeting.</u>

City Council Meeting Agenda November 12, 2019 Page 3 of 4

13. <u>Consider approval of funding for employee insurance contracts awarded by</u> <u>the Board of the Employee Benefits Trust, and authorizing the transfer of</u> <u>funds from the City's operating funds to the Employee Benefits Trust account.</u>

See Staff Report from Interim Director of Finance Susan Allamon. Recommend approval of funding for employee benefits contracts and authorizing the transfer of those funds to the Employee Benefits Trust account.

14. <u>Receive a presentation and consider adopting the proposed Parks Master Plan</u> for the expansion of Heritage Park.

Director of Parks and Recreation Matt Bates will present the proposed Parks Master Plan for the expansion of Heritage Park.

Executive Session

15. 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.

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 Council Meeting Agenda November 12, 2019 Page 4 of 4



Texas Court Clerks Association Affiliated with the Texas Municipal League

City Manager, Sam A. Listi City of Belton PO Box 120 Belton, Texas 76513

Dear City Manager Listi,

Congratulations! You have 1 out of 110 Certified Municipal Court Clerks in the state of Texas working for you. Margaret LaCretia Van De Plas has completed her Level 3 certification through Texas Municipal Education Center. This rigorous course of study includes three levels of certification, an examination at each level, and annual training requirements. We hope that you will congratulate her and be proud of her accomplishment.

More Texans (*e.g.*, defendants, witnesses and jurors) come into personal contact with municipal courts than all other Texas courts combined. Because these experiences are frequently the only contact citizens have with the courts, public impression of the entire Texas judicial system and your city government becomes largely dependent upon their experiences in municipal court. The certification program emphasizes professionalism and a knowledgeable, professional court staff will strengthen the image of your city.

We feel confident that your city has benefited from the Municipal Clerks Certification Program. Please join us in congratulating the court clerks/administrators from your city who have worked so hard to attain certification. We also ask that you encourage other court clerks and administrators in your city to join the certification program. Participation enhances both your city's reputation and the self confidence and esteem of the participating individuals.

Thank you again for your support.

Sincerely yours,

Sincerely yours,

Have Lochindge

Howard

Hope Lochridge Executive Director TMCEC

Lisa Howard TCCA Education Committee Member

Cc: Rhonda Kuehn, President Texas Court Clerks Association

Belton City Council Meeting October 22, 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 Pro Tem Wayne Carpenter and Councilmembers Craig Pearson, Guy O'Banion and Dan Kirkley. Mayor Marion Grayson and Councilmembers David K. Leigh and John R. Holmes, Sr., were absent. Staff present included Gene Ellis, John Messer, Amy Casey, Susan Allamon, Chris Brown, Bob van Til, Angellia Points, Bruce Pritchard, Judy Garrett and Kim Kroll.

The Pledge of Allegiance to the U.S. Flag was led by Mayor Pro Tem Wayne Carpenter, and the Pledge of Allegiance to the Texas Flag was led by Director of Planning Cheryl Maxwell. The Invocation was given by Andy Davis, Senior Pastor of First Baptist Church of Belton.

- 1. <u>Call to order</u>. Mayor Pro Tem Carpenter called the meeting to order at 5:30 p.m.
- 2. <u>Public Comments</u>. (Audio 1:52) There were none.

Mayor Pro Tem Carpenter congratulated the Parks and Recreation Department staff on a successful event – Family Camp Out at Heritage Park – that was held over the weekend.

- 3. Presentation of National Night Out Block Party Awards: (Audio 2:46)
 - Rookie of the Year Legend Oaks, Host: Joan Gillette
 - Best Block Party (Residential) Liberty Valley, Host: Raydean Golding
 - Best Themed Party Lone Star Pediatric Dental, Host: Tiffany Hartman
 - Best Block Party (Commercial) CVS, Host: Donna Gott

Consent Agenda (Audio 6:38)

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 October 8, 2019, City Council meeting.

5. <u>Consider authorizing extension of agreement with Jaynes, Reitmeier, Boyd &</u> <u>Therrell, P.C. (JRBT) for Professional Audit Services for the FY 2019 audit.</u>

Upon a motion for approval of the Consent Agenda by Councilmember O'Banion, and a second by Councilmember Kirkley, Consent Agenda Items 4-5 were unanimously approved by a vote of 4-0.

Planning and Zoning

6. Hold a public hearing and consider a zoning change from Planned Development (Commercial-1) District for an RV Park, to Amended Planned Development (Commercial-1) District for an RV Park to consider variances to the RV Park development standards (Chapter 19 City Code of Ordinances) on approximately 21.757 acres located at 3360 I-35 Service Road, on the east side of I-35, south of Groves Road. (Audio 7:33)

Public Hearing: no one spoke for or against.

Upon a motion by Councilmember Kirkley, and a second by Councilmember Pearson, 3360 I-35 Service Road was rezoned to Amended Planned Development (Commercial-1) District for an RV Park with the following variances:

- Variance allowed to the street width standards to allow one-way streets to observe a minimum 16' pavement width with no parking on the side, instead of the required 20'.
- Variance allowed to the distance from restroom facilities to allow a maximum distance of 500' from all RV sites with an individual sewer connection, and a maximum distance of 400' from all sites (tents) without an individual sewer connection.

The rezoning, including the following captioned ordinance, was unanimously approved upon a vote of 4-0.

ORDINANCE NO. 2019-52

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM PLANNED DEVELOPMENT COMMERCIAL-1 FOR AN RV PARK TO AMENDED PLANNED DEVELOPMENT COMMERCIAL-1 FOR AN RV PARK ZONING DISTRICT ON A 21.757 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 2 DESIGN STANDARDS.

7. <u>Consider a final plat of West Canyon Trails Phase 1, comprising 11.225 acres,</u> <u>located on the south side of W. Avenue O, between S. Loop 121 and Connell</u> <u>Street.</u> (Audio 20:57)

Councilmember Pearson made a motion for approval of the final plat of West Canyon Trails Phase 1, subject to the following conditions.

• Payment of park fee requirement for Phase 1 (\$10,000) with funds placed in an escrow account until private park plans are approved and the park ready for development, at which time the funds will be returned to the developer; and

• All items identified in the City's letter of conditions to the applicant/engineer dated October 22, 2019.

The motion was seconded by Councilmember O'Banion, and was unanimously approved upon a vote of 4-0.

8. <u>Consider a final plat of Trujillo Addition, comprising 1.102 acre, located at</u> <u>1601 Connell Street, on the west side of Connell Street, north of Laila Lane.</u> (Audio 29:35)

Councilmember Pearson made a motion for approval of the final plat of Trujillo Addition, subject to the following conditions.

- Approval of variance to the perimeter street improvement requirement for Connell Street;
- Approval of variance to the sidewalk requirement along Connell Street;
- Application of park fee requirement only for the additional lot (\$200); and
- All items identified in the City's letter of conditions to the applicant/engineer dated October 17, 2019.

The motion was seconded by Councilmember O'Banion, and was unanimously approved upon a vote of 4-0.

There being no further business, Mayor Pro Tem Carpenter adjourned the meeting at 6:06 p.m.

ATTEST:

Marion Grayson, Mayor

Amy M. Casey, City Clerk

Staff Report – City Council Agenda Item



Agenda Item #5

Consider a resolution appointing Barry Harper to the Tax Appraisal District Board of Directors.

Originating Department

Administration – Amy M. Casey, City Clerk

<u>Background</u>

This is a position that is jointly appointed by the City and Belton ISD for a two-year term. Chris Flor has served in this role for the last few years, but he does not desire reappointment. The Council previously recommended Brandon Bozon for the position. The Tax Appraisal District has informed us that Mr. Bozon is not eligible to serve as he is employed by a taxing entity, Temple College.

The Mayor is recommending the appointment of Barry Harper to this Board. BISD will approve the appointment at their Board of Trustees meeting on November 18, 2019.

The Tax Appraisal District has requested a resolution for our appointment as quickly as possible.

Fiscal Impact

N/A

Recommendation

Recommend approval of the Resolution and appointment of Barry Harper.

Attachments

Resolution

City Council Agenda Item November 12, 2019 Page 1 of 1

RESOLUTION NO. <u>2019-23-R</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, APPOINTING A REPRESENTATIVE TO THE TAX APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, Bell County Tax Appraisal District is governed by a board of seven directors who are appointed by the taxing units that participate in the district in accordance with *Texas Tax Code* §6.03(a); and

WHEREAS, directors on the Bell County Tax Appraisal District Board of Directors serve two-year terms beginning on January 1 of even-numbered years in accordance with *Texas Tax Code* §6.03(a); and

WHEREAS, the City of Belton and Belton Independent School District are taxing entities that participate in the Bell County Tax Appraisal District; and

WHEREAS, one member of the Bell County Tax Appraisal District Board of Directors is jointly appointed by the City of Belton and the Belton Independent School District; and

WHEREAS, the City Council of the City of Belton desires to nominate Barry Harper as our representative for the Bell County Tax Appraisal District Board of Directors; and

WHEREAS, the City Council has considered the matter and deems it in the public interest to authorize this action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, THAT: Barry Harper is hereby nominated as the City's appointment for a two (2) year term on the Bell County Tax Appraisal District Board of Directors beginning January 1, 2020.

PASSED AND APPROVED this the 12th day of November, 2019.

THE CITY OF BELTON, TEXAS

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Staff Report – City Council Agenda Item

DUNDED 1850

Agenda Item #6

Consider appointments/reappointments to the following Boards/Commissions:

- A. Library Board of Directors
- B. Belton Economic Development Corporation Board of Directors

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

Background

- A. Janice Pustka and Regina Miller each have terms on the Library Board of Directors that are expiring on November 30, 2019. Ms. Pustka has expressed a desire to serve another term on the board, so Mayor Grayson is recommending her for reappointment. Ms. Miller has declined reappointment, so a replacement will be presented at a future meeting.
- B. Barry Harper and Steve Jones each have terms on the Belton Economic Development Corporation Board of Directors that are expiring on November 30, 2019. Barry Harper has agreed to an appointment to the Tax Appraisal District Board of Directors. Mayor Grayson is recommending reappointment of Steve Jones and appointment of Brandon Bozon to the BEDC Board of Directors.

Fiscal Impact

N/A

Recommendation

Recommend approval of the reappointments.

Attachments

None

City Council Agenda Item November 12, 2019 Page 1 of 1

Staff Report – City Council Agenda Item



Agenda Item #8

Hold a public hearing and consider a tax abatement agreement request by Todd Mantz, on property owned by CSC Group, LP, located in Tax Abatement Reinvestment Zone Number 13, on the east side of IH 35, South of Loop 121, along Grove Road, to build a 50,000 square foot warehouse at an estimated cost of \$1,750,000 (206 E. Grove Road).

Originating Department

Administration – Sam A. Listi, City Manager

Summary Information

The City has received the attached application for tax abatement from Todd Mantz, on property owned by CSC Group, LP, as well as company background information. Capitol Seating is an existing industrial business located on the east side of IH 35 along Grove Road, and west of Capitol Way. The company manufactures school furniture. He also owns CSC Group, a separate company, which has applied for this tax abatement, will build a new building, and lease it to Capitol Seating.

Capitol Seating was founded in 1986 and currently operates out of a 30,000 sq. ft. multitenant facility on Grove Rd. The current operation is in need of additional space and, at this time, cannot be accommodated within the existing building. The CSC Group, LP., also owned by Todd Mantz, will build a 50,000 sq. ft. facility to be leased by Capital Seating for warehouse space. This addition will free up room in the existing Capitol Seating building for production.

The proposal is to construct a 50,000 sq. ft. warehousing building at 206 E. Grove Road, on the north side of Grove Road, with these characteristics:

- \$1.75M Total Investment/Real Property Improvements
- Employee Count:
 - o Current: 17
 - o Addition at start up: 2
 - Addition at Year 2: 2
 - Proposed Total: 21
- Fall 2019/Spring 2020 Construction of Site Improvements
- Mid-2020 Opening

The tax abatement proposal is for Five (5) year declining rate tax abatement, on an initial value of \$1,750,000 in improvements. The criteria for tax abatement outlined in Ordinance 2018-01 make this request eligible, including:

City Council Agenda Item November 12, 2019 Page 1 of 3

- 1. Location in a Tax Abatement Reinvestment Zone (TARZ). TARZ #13, S. Loop Industrial Park, was established on January 22, 2019. Please see attached map of TARZ #13 and site in this request.
- 2. Abatement is authorized based on the character of the project as a manufacturing facility, creating new property value estimated at \$1.75M for permanent improvements.
- 3. An investment of between \$250,000 \$2,500,000 qualifies the applicant for consideration of abatement of either 70% fixed or declining scale by the City of Belton, and the applicant has chosen a declining rate abatement for five (5) years.
- 4. The investment is also eligible for abatement of Bell County property taxes, and staff presented this request to Bell County Commissioner's on September 30, 2019, endorsed the reauthorization at a public hearing on November 4, 2019, and Tax Abatement Policy Reauthorization is scheduled November 11, 2019. Consideration of this tax abatement request is anticipated on November 18, 2019. Bell County's policy differs slightly from the City's for this investment, a 70% property tax abatement is available from the City. The County allows 60% for this investment, so the percentages in the tables below vary. BISD is not eligible to participate in property tax abatement, and Clearwater was notified as required, but has declined to participate.

This request represents an ideal candidate for property tax abatement given:

- Facility's manufacturing orientation
- Enhancement of the local Belton and Bell County economy by \$1.75M
- Creation of new jobs 2 at startup and 4 total at end of year 2
- Required to meet one of three objectives, and meets investment threshold.

Fiscal Impact

A temporary loss of future property tax revenue is projected for five (5) years, after which time this capital investment will be on the tax rolls. Fiscal impact to the City is shown below at a declining rate for five (5) years beginning at 90%, based on the City tax rate of \$0.6958 per \$100 valuation, for an investment of \$1,750,000, and a 3% annual value increase. Total estimated abatement of City property taxes is \$42,549; estimated County abatement of property taxes of \$23,041.

City Council Agenda Item November 12, 2019 Page 2 of 3

Belton Tax Abatement					
Year	Percent	Increased Value	Тах		
2021	90.0%	\$ 1,750,000	\$ 10,392		
2022	80.0%	\$ 1,802,500	\$ 9,514		
2023	70.0%	\$ 1,856,575	\$ 8,575		
2024	60.0%	\$ 1,912,272	\$ 7 <i>,</i> 570		
2025	50.0%	\$ 1,969,640	\$ 6,498		
	Total		\$ 42,549		

	Bell County Tax Abatement					
Year	Percent	Increased Value		Тах		
2021	90.0%	\$ 1,750,000	\$	6,628		
2022	80.0%	\$ 1,802,500	\$	6,068		
2023	70.0%	\$ 1,856,575	\$	5,469		
2024	40.0%	\$ 1,912,272	\$	3,219		
2025	20.0%	\$ 1,969,640	\$	1,658		
	Total		\$	23,041		

Recommendation

Recommend holding the public hearing and authorizing the tax abatement agreement as presented.

Attachments

City Tax Abatement Application Tax Abatement Policy - Ordinance No. 2018-01 Aerial Maps Building Site Plan Tax Abatement Agreement

> City Council Agenda Item November 12, 2019 Page 3 of 3

APPLICATION FOR TAX ABATEMENT IN BELTON, TEXAS

FILING INSTRUCTIONS

This application should be filed prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumed conformance with "CITY OF BELTON, TEXAS TAX ABATEMENT GUIDELINES AND CRITERIA". This application will become a part of any later agreement or contract and knowingly false representations thereon will be grounds for the volding of any later agreement or contract. Applications will become part of the public record and will be subject to open records requests.

ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE SUBMITTED EITHER TO:

MAYOR CITY OF BELTON P. O. BOX 120 BELTON, TEXAS 76513	OR	COUNTY JUDGE BELL COUNTY COURTHOUSE P. O. BOX 768 BELTON, TEXAS 76513
BELLON, TEXAS 70010		

Applications for projects to be located within the municipality of Belton should be made to the Mayor of Belton.

Applications for projects to be located in Bell County and inside of the extraterritorial jurisdiction of the City of Belton should be made to the Bell County Judge.

Address (City/State):	209 E	E Grove F	Road	Belton	TX	76513	
Phone: 254-939-185	3	·····	Fax:				
Name of company contac	t on this pr	oject:	Todd Mant	Z			
Contact Address (City/Sta	te):	209 E	Grove Road	Bello	'n	ΤX	76513
Phone: 254-939-185	53		Fax	1			
Type of Structure; Co	orporation	()	Parinership	\propto	Proprietorsh	ip ()	
Total Number New Emplo	vees to St	art:	USACapitol - 2				
Corporate Annual Sales F Estimated Local Sales Pe Annual Report Submitted	Per Year: r Year:	<u>\$4.</u> N/A			1 214		
Other Job Information			a 20 year lease				

SECTION 2 - PROJECT INFORMATION

Check type of facility to be absted:

Regional Service: () Other Basic Industry ()	
Residential Medical Services Facility ()	

DOWNTOWN DEVELOPMENT DISTRICT

Retail	()	Personal Service	(.)	Restaurant	·()
Entertainment	().	Hotel/Housing	()	Mixed Use	()
Printing	()	Health/ Fitness	()	Gallery	()
Other	()				

Proposed facility address and legal description. (Attach information and map.)

Bell County	(X)	Belton I.S.D. (X)	
to be provided:	Nationw	ide Warehouse / Manufacturing	
	مىلىدە مەرىپە مەرىپەر مەرىپە بىلەر يىلىپى بۇرمەھىيە يە		
Expension ()	Modernization ()	
Downtow	n Developi	nerit District Project	
Expansion (·),	Modernization ()	
	to be provided: Expansion (<u>Downtow</u>	to be provided: <u>Nationw</u> Expansion ()	to be provided: <u>Nationwide Warehouse / Manufacturing</u> Expansion () Modernization () <u>Downtown Development District Project</u>

SECTION 3 - PROJECT DESCRIPTION

Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed improvements and fixed equipment for which abatement is requested.

SECTION 4 - ECONOMIC IMPACT INFORMATION

Part A - Original Investment in Improvements	<u>\$ 1,750,000</u>
Downtown Development District Project:	
improvements to Real Property (buildings, structures, fixed machinery etc).	\$
Improvements to Personal Property (excluding supplies, invent and property which has a productive life of less than 10 year	ory \$ s)
Part B - Permanent Employment Estimates	
If existing facility, what is the current plant employment?	17employees
Estimated number of plant jobs? Retained 17	Created at start-up 2
List expected new permanent employment to be created	
2 Year One 4	Year Two
Estimated start-up date:June 1, 2020	
Part C - Construction and Employment Estimates Construction start: Month October Year Construction completion: Month May	2019
Construction completion: Month May	Year 2020
Number of construction jobs. At start-up1	Peak12
AL completion 4 Num	ber of man-years 2-4
Part D - School District Impact Estimates Give number of: Families transferred to area1	
Estimated number of children to be added to BISI	

Part E - City Impact Estimates

مستمهمهم والالبان فالمتحادث التراج بالم

	Value Jan 1 Preceding Abstement	Value of Proposed Improvements	EstImated Value Upon Project Completion
Land	146,601	150,000	296,601
Improvements	Ú	1,600,000	1,600,000
Personal Property	0	0	0
Total Value	146,601	annen inne an eine frieten frie	1,896,601

Expected productive life of abated improvements:

Building 30 Years	Equipment Y	lears	
Requested Abatement Percentage	Flat Rate	Declining Rate	X
Requested Abatement Term	5Years		

Downlown Development District Impact Estimates

	Value Jan 1 Preceding Abatement	Value of Proposed Improvements	Estimated Value Upon Project Completion
Land			
Improvements	1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -		
Personal Property			-
Total Value		na na na na se	· · · · · · · · · · · · · · · · · · ·

Expected productive life of abated improvements:

Building Years Equipment Years Personal Years

What taxable sales will be generated at this location \$_____ per year.

SECTION 5 - OTHER AGREEMENT APPLICATIONS

Has the company made application for abatement of this project to other taxing jurisdictions?

Yes No X

If "Yes", please provide (1) dates of application; (2) hearing dates; (3) name of jurisdiction(s) and contact(s); and (4) any letter of intent to abate.

SECTION 6 - DECLARATION

To the best of my knowledge, the above information is an accurate description of project details. I am authorized to sign this application for incentives and to certify through my signature below that the business for whom I am authorized to sign, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. If, after receiving an incentive or a "public subsidy" as defined in Government Code § 2264,001(3), the business or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. § 1324a(f), the business shall repay the amount of the incentive or the public subsidy with interest, at the rate of 10% per annum and according to the other terms provided by an agreement required under Government Code § 2264.053, not later than the 120th day after line date the City notifies the business of the violation.

Todd Maniz, General Partner CSCGroup, LP

Printed name and title of company official

Company official's signature

ORDINANCE NO. <u>2018-01</u>

AN ORDINANCE OF THE CITY OF BELTON, TEXAS, READOPTING THE TAX ABATEMENT POLICY FOR THE CITY OF BELTON; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the City of Belton is committed to establishing long-term economic vitality, an essential key to a city's growth, by responding to and preparing for, challenges in an environment characterized by competition for continuous economic development, investment, and community identity;

WHEREAS, the City has established criteria and guidelines governing tax abatement within the City pursuant to Chapter 312 of the Tax Code, which requires a review at least every two years, the last time being January 2016;

WHEREAS, the City has by ordinance created a Tax Increment Reinvestment Zone (TIRZ) pursuant to Chapter 311 of the Tax Code, with the intention of using the tax increments accrued in said zone to construct public improvements intended to spur economic development of the Zone;

WHEREAS, Article 3, Section 52-a of the State Constitution, authorizes the Legislature to provide for the creation of programs for the making of loans and grants of public money for the public purposes of development and diversification of the economy of the State;

WHEREAS, the Legislature, in Tex. Rev. Civ. Stat. Ann. art. 835s, has authorized home rule cities to acquire land and buildings for the purpose of leasing or selling the land or improvements thereto to private companies for use in manufacturing or other commercial activity;

WHEREAS, the Legislature, in Chapter 380 of the Local Government Code, has authorized home rule cities to establish programs for making loans and grants of public money to promote State or local economic activity within their boundaries; and

WHEREAS, the guidelines have been presented to and reviewed by the City Council of the City of Belton at its regular meeting held this date, with one minor revision to the policy at this time concerning reporting requirements for a recipient of future tax abatements.

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

PART 1: That the City of Belton's Tax Abatement Guidelines and Criteria is hereby readopted by the City of Belton, Texas, as shown in the attached Exhibit "A".

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

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

PART 4: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 23rd day of January, 2018.

THE CITY OF BELTON, TEXAS

Marion Grayson, Mayor

APPROVED AS TØ FORM:

John Messer, City Attorney

ATTEST:

Amy U. Casey

Amy M. Casey, City Clerk

Exhibit "A"

CITY OF BELTON, TEXAS TAX ABATEMENT GUIDELINES AND CRITERIA Amended January 23, 2018

SECTION A - DEFINITIONS

- (a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property in a reinvestment zone designated by an affected jurisdiction for economic development purposes.
- (b) **"Affected Jurisdiction"** means City of Belton and any governmental entity, the majority of which is located in Belton, that levies ad valorem taxes upon and provides services to property located within the proposed or existing reinvestment zone designated by the City of Belton.
- (c) **"Agreement"** means written contractual agreement between a property owner and/or lessee and an affected jurisdiction for the purposes of tax abatement.
- (d) "Base Year Value" means the assessed value of eligible property January 1 preceding the execution of the agreement plus (if applicable) the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.
- (e) **"Deferred Maintenance"** means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (f) "Distribution Center Facility" means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed to points at least 25 miles from its location in Belton.
- (g) **"Downtown Development District"** means an area of Downtown Belton as shown by the map (attached).
- (h) **"Expansion"** means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.
- (i) **"Facility"** means property improvements completed or in the process of construction which together compromise an integral whole.
- (j) "Manufacturing Facility" means buildings and structures, including fixed in place machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- (k) "Initiating Governing Body" shall be either the Belton City Council or the Bell County

Commissioner's Court depending on whether applicant's project is located in the City of Belton or within the City's extraterritorial jurisdiction in Bell County.

- (I) "Modernization" means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed in place machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing except in the Downtown Development District, where modernization includes painting of exterior wall, restoring or installing a façade and related interior and/or exterior improvements designed to improve, visually and aesthetically, the exterior of a building or block.
- m) **"New Facility"** means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (n) "Other Basic Industry" means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which serve a market primarily outside the Belton area and result in the creation of new permanent jobs and create new tax base in the City of Belton.
- (o) **"Productive Life"** means the number of years a property improvement is expected to be in service.
- (o) "Research Facility" means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.
- (p) **"Regional Service Facility"** means buildings and structures, including machinery and equipment, used or to be used to service goods where a majority of the goods being serviced are domiciled at least 25 miles from the facility's location in Belton.
- (q) **"Reinvestment Zone"** is a specific parcel of property designated by the City or the County (as applicable) within which a tax abatement can be granted.
- (r) **"Residential Medical Services Facility"** is a 24-hour residential care facility, providing assisted living services for those in need, to include one or more of the following specialized services: occupational living, medical rehabilitation, or Alzheimer's care.

SECTION B – STATEMENT OF PURPOSE

The City is committed to the promotion of high quality commercial and industrial development in all parts of the City, and an ongoing improvement of the quality of life of its citizens. These objectives may be served by the enhancement and expansion of the local economy. The City will consider, on a case-by-case basis, granting property tax abatement as a stimulus for economic

development in accordance with the criteria and guidelines established herein. Nothing herein shall imply or suggest that the City is under any obligation to provide tax abatement to any applicant, that any applicant has a property right or interest in tax abatement, or that the City is precluded from considering other options which may be in the best interest of the City.

SECTION C - DESIGNATION OF TAX ABATEMENT REINVESTMENT ZONES

The City will consider designating areas within the City limits as tax abatement reinvestment zones which meet one or more of the criteria for designation of a reinvestment zone under Section 312.202 of the Tax Code, and where the property owner meets the minimum qualifications to qualify for a tax abatement. Designation of an area as a tax abatement reinvestment zone is a prerequisite to entering into a tax abatement agreement with the owner of the property in a particular area. Property located within a City created (and State-approved) Enterprise Zone or within the City's Tax Increment Financing Reinvestment Zone is eligible for consideration for tax abatement agreements without the necessity of separate designation as a tax abatement zone.

SECTION D - ABATEMENT AUTHORIZED

(a) **Authorized Facility.** A facility may be eligible for abatement if it is a: Manufacturing Facility, Research Facility, Distribution Center or Regional Service Facility, Residential Medical Services Facility, or Other Basic Industry.

For the Downtown Development District, the following facilities are eligible to be considered for tax abatement:

- Antique shop;
- Art Gallery/Studio;
- Bookstore;
- Candy or Cake Shop, Coffee Shop or Diner;
- Drapery Shop;
- Dry Cleaning Establishment;
- Florist;
- Generally recognized retail businesses which supply commodities on the premises, such as groceries, meats, dairy products, baked goods, clothing, and notions, or hardware and similar uses;
- Health Fitness Facility;
- Hotels, Motels, and bed and breakfast facilities, multi-family dwellings, loft housing;
- Mixed use facilities, including but not limited to residential, retail or restaurant combinations;
- Personal service establishments which perform services on the premises such as repair shops; tailor shops; beauty parlor or barber shop; photo studio or similar uses;

- Printing and newspaper printing shops;
- Restaurants, Cafes and Private Clubs;
- Specialty Retail such as home décor, gifts, specialty foods etc;
- Theatres, auditoriums and similar facilities; and
- Other similar uses, not specifically listed, determined appropriate for the Downtown Development District.

Ineligible Facilities in the Downtown Development District –A facility is ineligible for tax abatement if it is a:

- Bail Bond service;
- Bus Station or terminal;
- Gasoline Services Station;
- Pawn shop; and
- Other uses, not specifically listed, which are determined inappropriate for the Downtown Development District
- (b) Creation of New Value. Abatement may only be granted for the additional value of eligible property improvements made subsequent to, and specified in, an abatement agreement between the affected jurisdiction and the property owner or lessee, subject to such limitations as governing body may require.
- (c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- (d) Eligible Property. Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility. In the Downtown Development District, abatement will be extended to include personal property (excluding inventory and supplies) with a productive life of ten years or more.
- (e) **Partially Eligible.** Partially eligible for abatements are modernization projects and manufacturing facilities which are intended to replace existing equipment or facilities when the existing equipment and facilities will be removed, thus eliminating existing value from the tax rolls. In this event, the value of the existing facility and equipment shall be frozen at the time of the abatement agreement and shall remain frozen throughout the abatement period. The eligible abatable value of the new project shall be the difference between the total new investment amount and the existing tax value of the equipment and/or facility to be removed.
- (f) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for abatement: land, inventories, supplies, tools, furnishings, and other forms of movable personal property, vehicles, vessels, aircraft, housing, hotel accommodations, retail facilities, deferred maintenance investments, property to be rented or leased to third

parties except as provided in section 2(g); or property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas except in the Downtown Development District where.

In the Downtown Development District, the following types of property shall remain fully taxable and ineligible for tax abatement: supplies; inventory; deferred maintenance; property to be rented or leased to third parties except as provided for in section (g); and other property which has a productive life of less than ten (10) years.

- (g) Leased Facilities. If a new facility is to be constructed by a third party owner for lease to an applicant otherwise eligible for abatement, then the building owner may also be eligible for abatements. To calculate the applicable category for abatement, the investment of both entities will be added, and each shall be eligible to receive abatement at the same rate as would have been available if the entire project were being accomplished by one owner.
- (h) Term of Abatement. Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement. The term shall be no longer than as set out in the schedule shown in Section E for each stated range of investment.
- (i) Economic Qualifications. In order to be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement must be reasonably expected to increase the value of the property.
- (j) Taxability. From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows: (1) the value of ineligible property as provided in section (f) shall be fully taxable; (2) the base year value of existing eligible property as determined each year shall be fully taxable; and (3) the additional value of new eligible and partially eligible property shall be taxable in the manner described above.
- (k) Non-Transferability. In the event property is sold which is under a tax abatement agreement, said agreement shall terminate and the abated property shall become fully taxable for the year in which the sale is consummated and all subsequent years. This provision does not apply to transfers of title between corporate entities that have common ownership.
- (I) Standards for Consideration of Tax Abatement in Downtown Development District. The City will consider tax abatement on projects which improve the aesthetic appearance of the District; bring new jobs to the District; stimulate desired commercial or residential activity; and/or contribute to preservation efforts, special area plans or strategic economic development plans and investment in the District.

SECTION E - STANDARDS FOR TAX ABATEMENT

- (a) **Minimum Standards.** The City will consider tax abatement only on eligible facilities which meet at least two of the following criteria.
 - (1) The project involves a minimum increase in property value of three hundred percent (300%) for construction of a new facility; or fifty percent (50%) increase in value for expansion of an existing facility; or an overall new investment leading to increased real property improvements of at least \$250,000 in taxable assets. For eligible facilities in any reinvestment zone within the Downtown Development District, the project must involve either a minimum increase in property value of one hundred and fifty percent (150%) for construction of a new facility; or twenty-five percent (25%) for expansion of an existing facility; or an overall new investment leading to increased real property improvements of at least \$25,000 in taxable assets.
 - (2) The project makes a substantial contribution to redevelopment efforts, special area plans, or strategic economic development programs by enhancing either functional or visual characteristics, e.g., historical structures, traffic circulation, parking facades, materials, signs.
 - (3) The project has high visibility, image impact, or is of a significantly higher level of development quality.
 - (4) The project is an area which might not otherwise be developed because of constraints of topography, ownership patterns, site configuration, etc.
 - (5) The project can serve as a prototype and catalyst for other development of a higher standard.
 - (6) The project stimulates desired concentrations of employment or commercial activity.
 - (7) The project generates greater employment than would otherwise be achieved, e.g., commercial/industrial versus manufacturing versus warehousing.
 - (8) For eligible facilities in any reinvestment zone within the Downtown Development District, the project improves the aesthetic appearance of the neighborhood, brings new jobs to the Downtown area, increases the availability of public parking, or increases the amount of green space (landscaping).
- (b) Minimum Required Investment. An applicant requesting tax abatement shall agree as a condition of any tax abatement ultimately approved by the City Council to expend a certain minimum amount of funds on real or personal property improvements, or to provide a certain number of jobs, as provided below:

Minimum Required R	eal or Personal Property Invo	estment or Job	Creation					
Eligible	Eligible		Abatement	YEAR				
Real Property	Personal	Job		1	2	3	4	5
Improvements	Property	Creation	Alternative	Per	centage of In	creased Va	lue to be Aba	ted
\$250,000 - \$2,500,000	\$1,000,000 - \$10,000,000	25-75 jobs	Flat Rate	70%	70%	70%	70%	70%
			Declining	100%	80%	70%	60%	40%
\$2,500,001 - \$3,500,000	001 - \$3,500,000 \$10,000,001 - \$14,000,000	76-85 jobs	Flat Rate	75%	75%	75%	75%	75%
			Declining	100%	85%	75%	65%	50%
\$3,500,001 - \$4,500,000 \$14,000,001 - \$18,000,000	86-95 jobs	Flat Rate	80%	80%	80%	80%	80%	
			Declining	100%	90%	80%	70%	60%
\$4,500,001 - \$5,500,000	4.500.001 - \$5.500.000 \$18.000.001 - \$22.000.000	96-105 jobs	Flat Rate	85%	85%	85%	85%	85%
			Declining	100%	95%	85%	75%	70%
\$5,500,001 - \$6,500,000	\$22,000,001 - \$26,000,000	106-115 jobs	Flat Rate	90%	90%	90%	90%	90%
			Declining	100%	95%	90%	85%	80%
\$6,500,001 - \$7,500,000 \$26,000,001 - \$30,000,000	116-125 jobs	Flat Rate	95%	95%	95%	95%	95%	
			Declining	100%	100%	95%	90%	90%
\$7,500,001 - \$10,000,000	\$30,000,001 - \$40,000,000	126-175 jobs	Flat Rate	100%	100%	100%	100%	100%
			Declining	100%	100%	100%	100%	100%

	the Downtown Developme eal or Personal Property In		Creation					
Eligible	Eligible				****	YEAR		
Real Property	Personal	Job	Abatement	1	2	3	4	5
Improvements	Property	Creation	Method	Per	centage of Ir	creased Val	ue to be Aba	ted
\$25,000 or more	\$100,000 or more	5-25 jobs	Flat Rate	100%	100%	100%	100%	100%

Projects involving an investment in real property in excess of \$10,000,000 (\$250,000 in the Downtown Development District), in eligible personal property of more than \$40,000,000 (\$1,000,000 in the Downtown Development District), or the creation of more than 175 (25 in the Downtown Development District) new full time jobs, or requests for tax abatement for more than five (5) years, will be individually negotiated.

If a request for tax abatement is justified on the basis of the purchase and maintenance of eligible personal property or on the creation of jobs, the applicant must agree to maintain the personal property or jobs for a period of not less than twice the period for which tax abatement is granted. For example, if an applicant requests and receives 75% tax abatement for five years based on the purchase and maintenance of eligible personal property, the applicant must agree in the tax abatement agreement, subject to recapture of all abated taxes, to maintain the personal property on the property tax roll for not less than ten years.

*Personal property with a useful life of less than ten years is not eligible for tax abatement. Personal property on site prior to the effective date of the tax abatement agreement is not eligible. Supplies and inventory are ineligible for tax abatement under this policy and State law.

[†] As used herein, the creation of jobs refers to the creation of a job paying not less than \$16 per hour, the approximate median salary for employees in the Killeen-Temple MSA. To qualify for a level of tax abatement, e.g., 25%, based on the creation of a specific number of jobs, you must commit to hiring the required effective number of employees by the end of year 2 of the agreement. To calculate the effective number of jobs created: (1) calculate the total annual payroll created (based on the number of employees you will hire at various annual salaries); (2) divide this annual payroll by \$33,280 (our calculated annual salary for a \$16/hr employee); and (3) round this figure to the nearest whole integer.

- (c) Additional or Enhancement Factors. In addition to the minimum investment or job creation criteria listed in (2) above, the following factors, among others, shall be considered in determining whether to grant tax abatement, and if so, in what percentage of value to be abated and the duration:
 - (1) value of land and existing improvements, if any;
 - (2) type and value of proposed improvements;
 - (3) productive life of proposed improvements;
 - (4) number of existing jobs to be retained by proposed improvements;
 - (5) number, salary, and type of new jobs to be created by proposed improvements;
 - (6) amount of local payroll to be created;
 - (7) whether the new jobs to be created will be filled by persons residing or projected to reside within the City;
 - (8) amount of local sales taxes to be generated directly;
 - (9) the costs, if any, to be incurred by the City to provide facilities or services directly resulting from the new improvements;

- (10) the amount of ad valorem taxes to be paid the City during the abatement period considering the existing values, the percentage of new value abated, the abatement period, and the projected property value after expiration of the abatement period;
- (11) population growth that occurs directly as a result of new improvements;
- (12) the types and value of public improvements, if any, to be constructed and paid for by the applicant seeking abatement;
- (13) the extent to which the proposed improvements compete with existing businesses;
- (14) the positive or negative impact on the opportunities of existing businesses;
- (15) the attraction of other new businesses to the area;
- (16) the overall compatibility with the City's zoning and subdivision regulations, and overall comprehensive plan; and
- (17) whether the project is environmentally compatible with the community (no appreciable negative impact on quality-of-life perceptions).

Each eligible facility shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

- (d) **Abatement barred in certain circumstances.** Neither a reinvestment zone nor an abatement agreement shall be authorized, if the City Council determines that:
 - 1) there would be a substantial adverse effect on the provision of government service or tax base;
 - 2) the applicant has insufficient financial capacity to meet the requirements of the proposed abatement agreement;
 - 3) planned or potential use of the property would constitute a hazard to public safety, health, or morals;
 - 4) approval of a reinvestment zone or abatement agreement would violate State or Federal laws or regulations; or
 - 5) there exists any other valid reason for denial deemed appropriate by the City.

SECTION F - APPLICATION

- (a) Any present or potential owner of taxable property in an affected jurisdiction may request the creation of a reinvestment zone and tax abatement by filing a written request with the affected jurisdictions and attaching a plat and metes and bounds description effectively describing said reinvestment zone.
- (b) The application (form attached) shall consist of a completed application form accompanied by: a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken; a descriptive list of the improvements which will be a party of the facility; a map and property description; and a time schedule for undertaking and completing the planned improvements. In the case of modernizing, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year

immediately preceding the application. The application form shall also include such financial and other information necessary for the governing body to evaluate the financial capacity and other factors of the applicant.

- The initial application for the creation of a reinvestment zone and tax abatement shall be (C) made to the Mayor of Belton, through the City Manager's office, if the project is to locate within the incorporated territory of the City of Belton. If the project is to be located within Bell County but inside the extraterritorial jurisdiction of the City of Belton, then the initial application shall be made to the Bell County Judge. Upon receipt of a completed application, the Mayor or County Judge, as applicable, shall notify in writing the presiding officer of the legislative body of each affected jurisdiction and provide each presiding officer with a copy of the application. The Mayor or County Judge shall then set a public hearing before the initiating governing body to afford the applicant an opportunity to describe his project and request the abatement. All interested parties will have the opportunity to publicly state why the abatement should or should not be granted at this hearing. Notice of the public hearing shall be clearly identified on a governing body agenda and be timely posted as provided by law. After the initiating governing body creates the reinvestment zone, the other affected jurisdictions may set their public meetings in the same manner as described above to grant or not grant the applied for abatement.
- (d) After receipt of an application for creation of a reinvestment zone and application for abatement, the City of Belton/Belton Economic Development Corporation shall provide the affected jurisdictions a feasibility study setting out the impact of the proposed reinvestment zone and tax abatement. The feasibility study shall include, but not be limited to, an estimate of the economic impact on each jurisdiction of the creation of the zone and the abatement of taxes on the property to be included in the zone.
- (e) The governing body shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility.

SECTION G – PUBLIC HEARING

- (a) Should any affected jurisdiction be able to show cause in its public hearing why the granting of abatement will have a substantial adverse effect on its bonds, tax revenue, service capacity or the provision of service, that showing shall be the reason for the governing body to deny any designation of the reinvestment zone, the granting of abatement, or both.
- (b) Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that: (1) there would be a substantial adverse effect on the provision of government service or tax base; (2) the applicant has insufficient financial capacity; (3) planned or potential use of property would constitute a hazard to public safety, health or

morals; or (4) violation of other codes or laws.

SECTION H - AGREEMENT

After approval, the governing body shall formally pass a resolution and execute an agreement with the applicant, and if applicable the owner of the facility, which shall include: (1) estimated value to be abated and the base year value; (2) percent of value to be abated each year; (3) the commencement date and the termination date of abatement; (4) the proposed use of the facility; nature of construction, time schedule, map, property description and improvement list; (5) applicant's requirement to report verification of investment (upon completion of construction or improvements) and/or job creation (quarterly or annually as specified in the agreement); contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment.

Such agreement shall be executed within 60 days after the applicant has forwarded all necessary information and documentation to the governing body, or at such later date as may be agreed between applicant and the governing body.

SECTION I - RECAPTURE

- (a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of one year during the abatement period, then the abatement agreement shall terminate and so shall the abatement of the taxes for the current and any future calendar year during which the facility no longer produces. The taxes which were to be abated for that calendar year shall be paid to the affected jurisdictions within 60 days from the date of termination.
- (b) Should the governing body determine that the company or individual is in default according to the terms and conditions of its agreement, the governing body shall notify the company or individual in writing at the address stated in the agreement, and if such is not cured within 60 days from the date of such notice ("cure period"), then the agreement may be terminated.
- (c) In the event that the company or individual (1) allows its unabated ad valorem taxes owed any of the affected jurisdictions to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) fails to continue to operate beyond the term of abatement for a period half as long as their abatement; or (3) violates any of the terms and conditions of the abatement agreement with any of the affected jurisdictions and fails to cure during the curing period, the agreement then may be terminated by every affected jurisdiction and all taxes previously abated by virtue of every agreement will be recaptured by each affected jurisdiction and shall be paid by applicant to each affected jurisdiction within 60 days of the termination.

(d) If, after receiving an incentive or a "public subsidy" as defined in Government Code §2264.001(3), the business or a branch, division, or department of the business, is convicted of a violation of knowingly employing an undocumented worker under 8 U.S.C. §1324a (f), the business shall repay the amount of the incentive or the public subsidy with interest, at the rate of 10% per annum and according to the other terms provided by an agreement required under Government Code §2264.053, not later than the 120th day after the date the City notifies the business of the violation.

SECTION J - ADMINISTRATION

- (a) The Chief Appraiser of the County shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for abatement. Once value has been established, the Chief Appraiser shall notify the affected jurisdictions which levies taxes on the amount of the assessment.
- (b) The agreement shall stipulate that employees and/or designated representatives of the affected jurisdictions will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- (c) Upon completion of construction, the affected jurisdictions shall annually evaluate each facility and report possible violations to the contract and agreement to the governing body and its attorney.

SECTION K - SUNSET PROVISION

- (a) These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax abatement contracts created pursuant to its provisions will be reviewed by the governing body to determine whether the goals have been achieved. Based on that review, the guidelines and criteria will be modified, renewed or eliminated providing that such actions shall not affect existing contracts.
- (b) This policy is mutually exclusive of existing industrial district contracts and owners of real property in areas deserving of special attention as agreed by the affected jurisdictions.

[see next page]

APPLICATION FOR TAX ABATEMENT IN BELTON, TEXAS

FILING INSTRUCTIONS

This application should be filed prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumed conformance with "CITY OF BELTON, TEXAS TAX ABATEMENT GUIDELINES AND CRITERIA". This application will become a part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract. Applications will become part of the public record and will be subject to open records requests.

ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE SUBMITTED EITHER TO:

MAYOR		COUNTY JUDGE
CITY OF BELTON	OR	BELL COUNTY COURTHOUSE
P. O. BOX 120		P. O. BOX 768
BELTON, TEXAS 76513		BELTON, TEXAS 76513

Applications for projects to be located within the municipality of Belton should be made to the Mayor of Belton.

Applications for projects to be located in Bell County and inside of the extraterritorial jurisdiction of the City of Belton should be made to the Bell County Judge.

SECTION 1 - APPLICANT INFORMATION	Submi	ittal Date:	//
Company Name:	- 11- 11- 11-11-14-14-14-14-14-14-14-14-14-14-14-1		
Address (City/State):		** ** ** *** *** * ****** *** ***	
Phone:	Fax:		4
Name of company contact on this project:			
Contact Address (City/State):		····· ··· ··· ··· ··· ··· ··· ··· ···	
Phone:	Fax:		
Type of Structure: Corporation ()	Partnership	()	Proprietorship ()
Total Number New Employees to Start: Corporate Annual Sales Per Year: Estimated Local Sales Per Year:			
Estimated Local Sales Per Year: Annual Report Submitted? Yes Other Job Information	No(See Instructi	ons)

SECTION 2 - PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing	()	Regional Distribution	()	Research	()
Regional Service	()	Other Basic Industry	()		
Residential Medical	Services Fa	cility	()		

DOWNTOWN DEVELOPMENT DISTRICT

Retail	()	Personal Service	()	Restaurant	()
Entertainment	()	Hotel/Housing	()	Mixed Use	()
Printing	()	Health/ Fitness	()	Gallery	()
Other	()				

Proposed facility address and legal description. (Attach information and map.)

The proposed facility is locate	d within the following taxing distri	ot:	
City of Belton ()	Bell County ()	Belton I.S.D. ()	
Describe product or service to	be provided:		
This application is for a: New ()	Expansion ()	Modernization ()	
	Downtown Developmer	nt District Project	
New ()	Expansion ()	Modernization ()	

SECTION 3 - PROJECT DESCRIPTION

Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed improvements; and (4) providing a list of eligible improvements and fixed equipment for which abatement is requested.

SECTION 4 - ECONOMIC IMPACT INFORMATION

Part A - Original Investment in Improvements	\$
Downtown Development District Project:	
Improvements to Real Property (buildings, structures, find machinery etc).	fixed \$
Improvements to Personal Property (excluding supplies, in and property which has a productive life of less than 10	
Part B - Permanent Employment Estimates	
If existing facility, what is the current plant employment?	? employees
Estimated number of plant jobs? Retained	Created at start-up
List expected new permanent employment to be cre	eated at the end of first two years after start-up:
Year One	Year Two
Estimated start-up date:	
Part C - Construction and Employment Estimates	
Construction start: Month	Year
Construction completion: Month	Year
Number of construction jobs: At start-up	Peak
At completion	Number of man-years
Part D - School District Impact Estimates	
Give number of:	
Families transferred to area	
Estimated number of children to be added to	o BISD

Part E - City Impact Estimates

	Value Jan 1 Preceding Abatement	Value of Proposed Improvements	Estimated Value Upon Project Completion
Land			
Improvements			
Personal Property			
Total Value			

Expected productive	e life of abated in	nprovements:			
Building	Years	Equipment	Years	5	
Requested Abatem	ent Percentage	Flat Rate	De	eclining Rate	• <u>••••••••••••••••••</u>
Requested Abatem	ent Term	Years			
owntown Developmen	it District Impact I	Estimates			
	Value Jan 1 Preceding Abatement	Value of Pr Improveme	•	Estimated Upon Proje Completio	ect
Land					
Improvements					
Personal Property					
Total Value		·····			
Expected pr	roductive life of a	bated improvements:		1	
Building Ye	ears Equipr	mentYears	Pers	sonal	_Years
			Feis		

SECTION 5 - OTHER AGREEMENT APPLICATIONS

Has the company made application for abatement of this project to other taxing jurisdictions?

Yes _____ No _____

If "Yes", please provide (1) dates of application; (2) hearing dates; (3) name of jurisdiction(s) and contact(s); and (4) any letter of intent to abate.

SECTION 6 - DECLARATION

To the best of my knowledge, the above information is an accurate description of project details. I am authorized to sign this application for incentives and to certify through my signature below that the business for whom I am authorized to sign, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. If, after receiving an incentive or a "public subsidy" as defined in Government Code § 2264.001(3), the business or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. § 1324a(f), the business shall repay the amount of the incentive or the public subsidy with interest, at the rate of 10% per annum and according to the other terms provided by an agreement required under Government Code § 2264.053, not later than the 120th day after the date the City notifies the business of the violation.

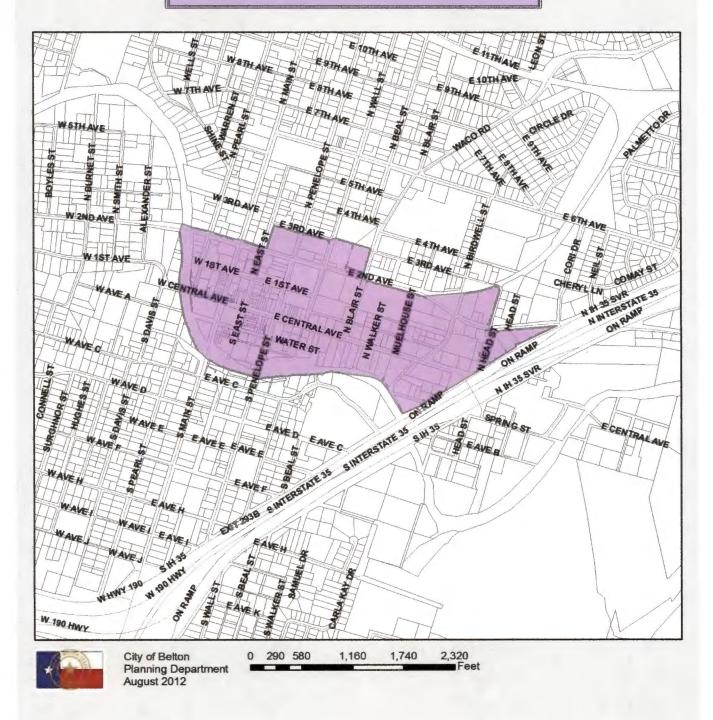
Printed name and title of company official

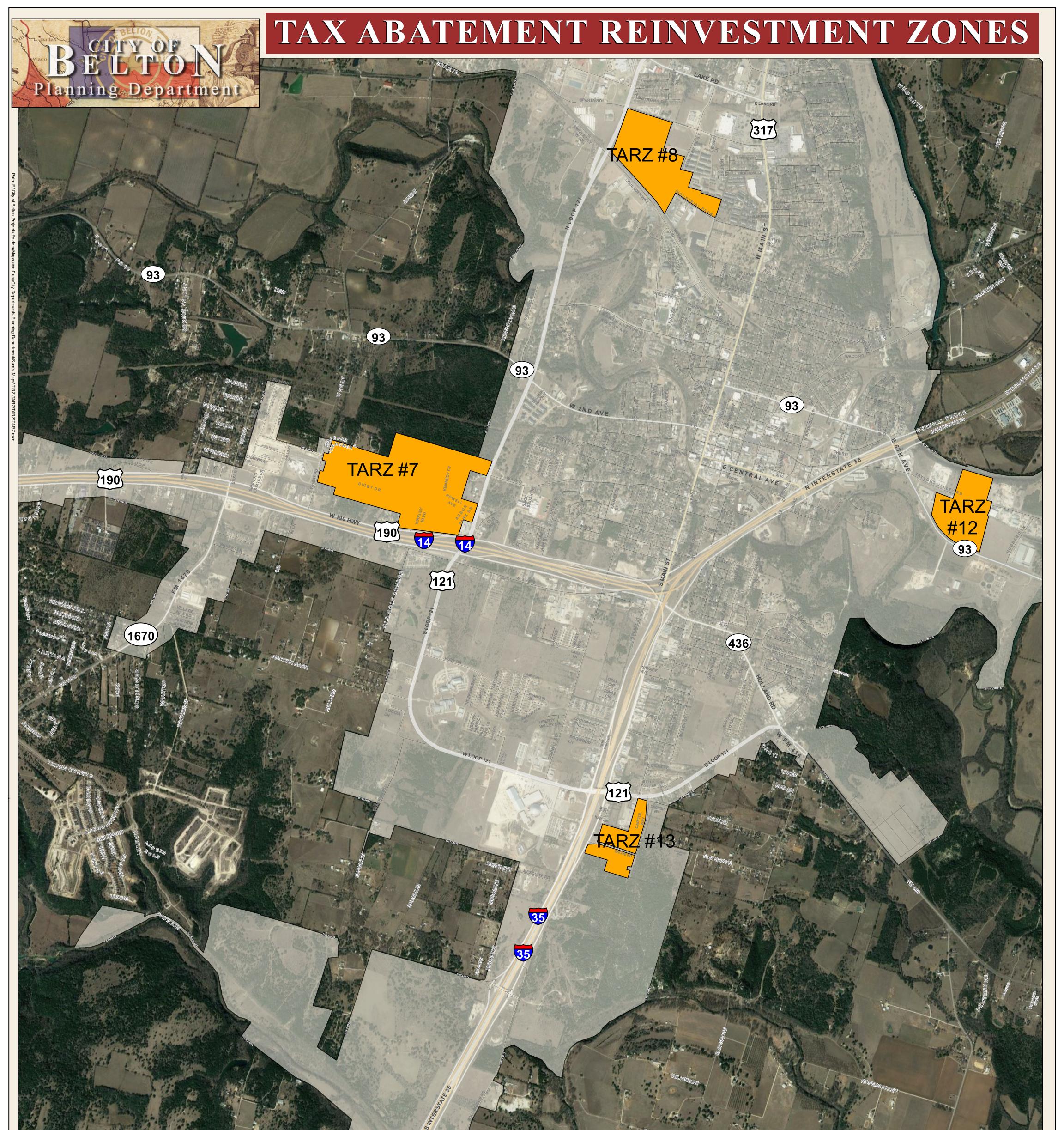
Company official's signature

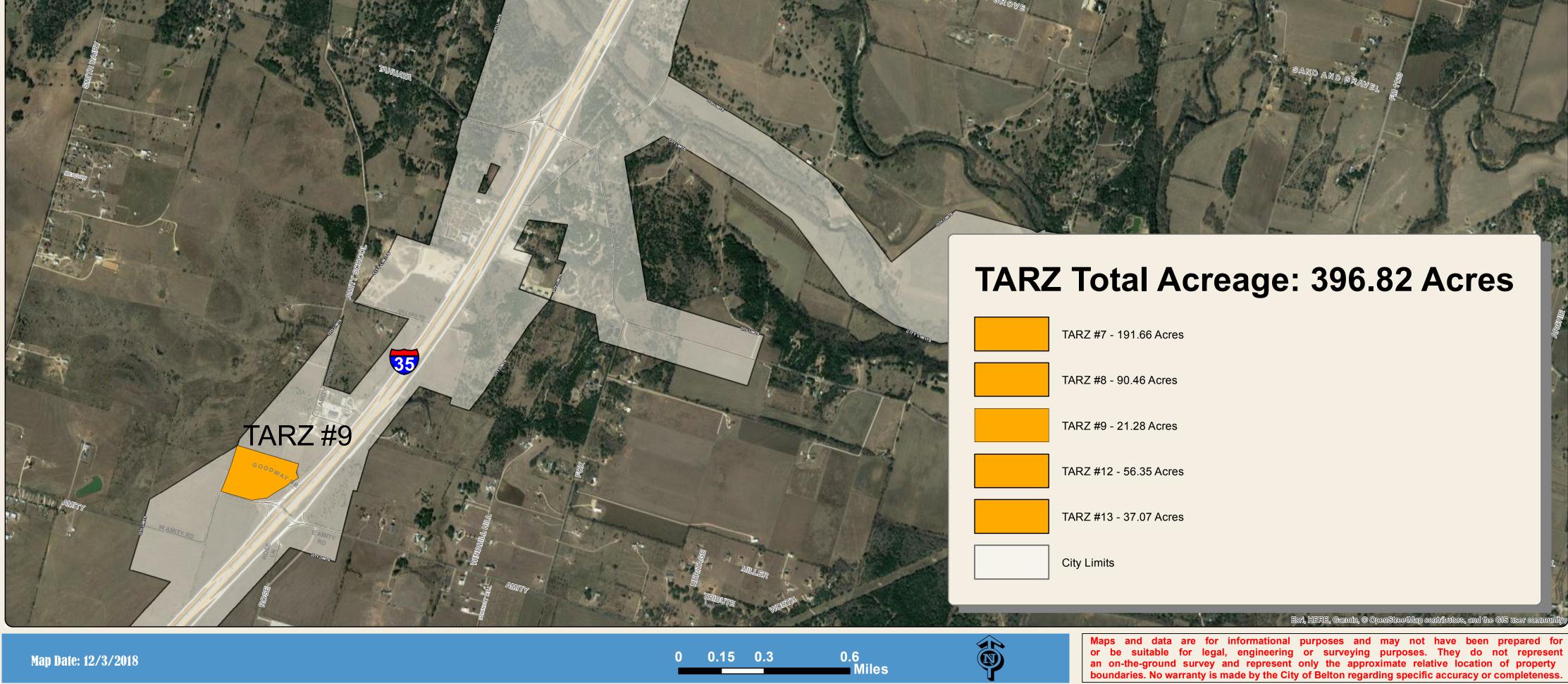


DOWNTOWN DEVELOPMENT DISTRICT

DOWNTOWN BELTON DEVELOPMENT DISTRICT

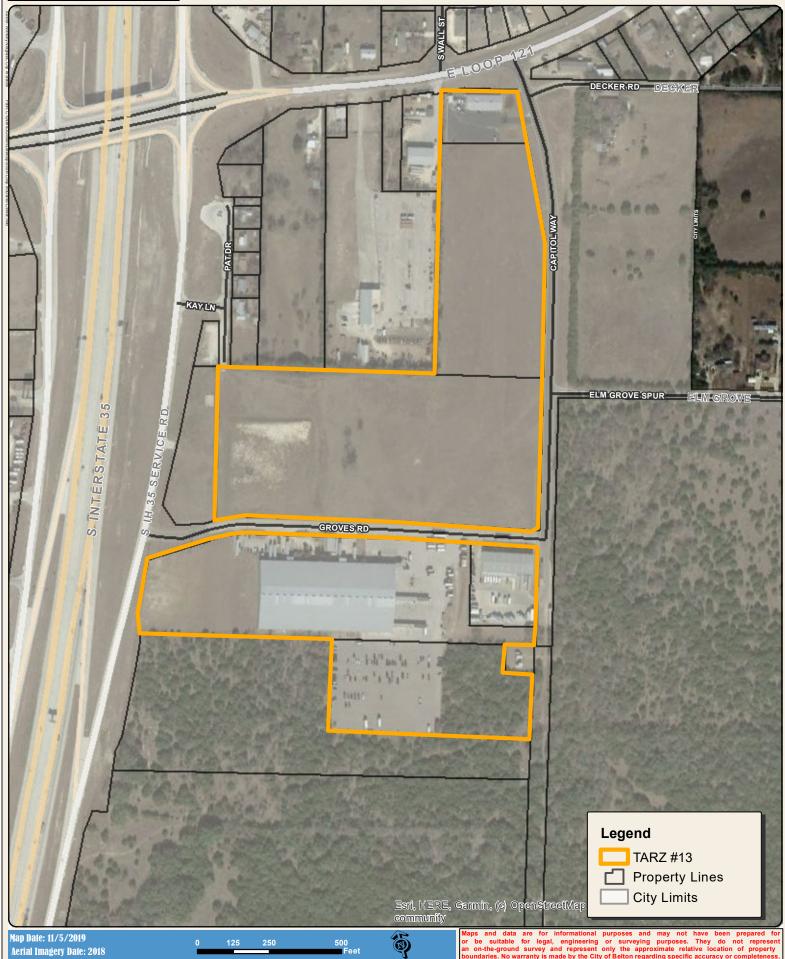


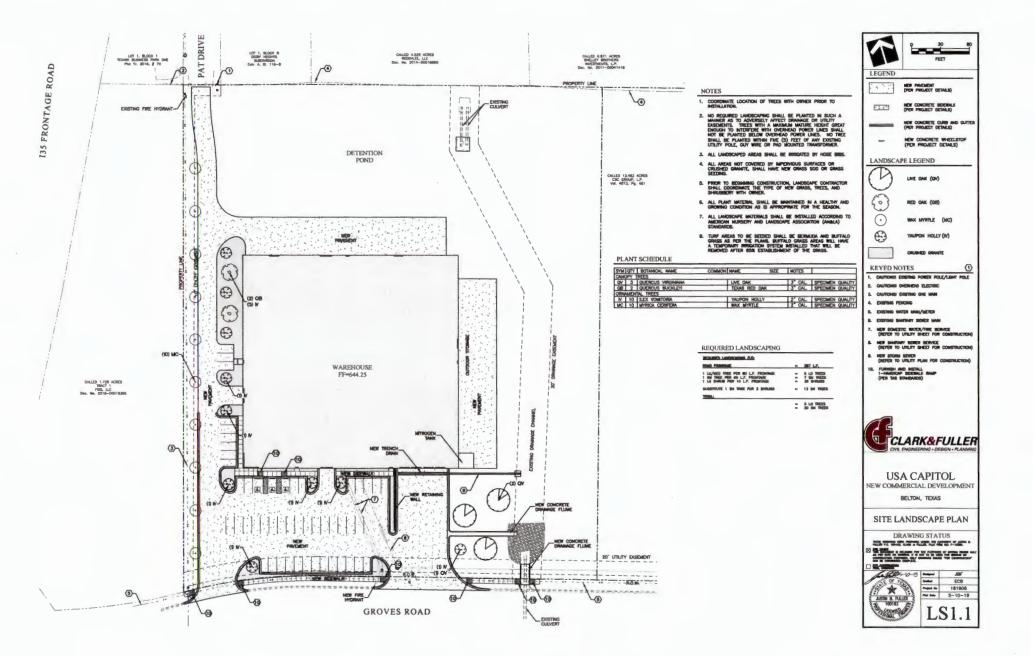






SOUTH LOOP INDUSTRIAL CENTER TARZ #13 37.07 ACRES





STATE OF TEXAS §

COUNTY OF BELL §

TAX ABATEMENT AGREEMENT

This Agreement is entered into by and between the City of Belton, Texas, duly acting herein by and through its Mayor, (hereinafter referred to as the CITY); and Bell County, Texas duly acting herein by and through its County Judge; (hereinafter collectively referred to as TAXING ENTITIES); and CSC Group, LP, acting by and through its Company Representative, (hereinafter referred to as COMPANY).

WITNESSETH:

WHEREAS, on the 22nd day of January, 2019, the City Council of the City of Belton passed Ordinance No. 2019-03 creating Tax Abatement Reinvestment Zone #13, Bell County, Texas, for commercial/industrial tax abatement hereinafter referred to as the ORDINANCE, as authorized by the Texas Enterprise Zone Act (Texas Government Code, Chapter 2303), hereinafter referred to as the ACT; and

WHEREAS, the CITY has adopted a Tax Abatement Policy, Ordinance No. 2018-01 and associated Guidelines and Criteria governing tax abatement agreements (hereinafter referred to the CRITERIA), attached hereto for all purposes; and

WHEREAS, the CRITERIA constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY as contemplated by the ACT; and

WHEREAS, the CITY desires to participate in tax abatement to maintain and/or enhance the commercial/industrial economic and employment base of the City of Belton area to the long-term interest and benefit of the CITY and TAXING ENTITIES, in accordance with said ORDINANCE and ACT; and

WHEREAS, the contemplated use of the PREMISES, as hereinafter defined, the contemplated improvements to the PREMISES in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging economic development of said Tax Abatement Reinvestment Zone #13 in accordance with the purposes for its creation and are in compliance with the CRITERIA and the ORDINANCE and similar guidelines and criteria adopted by the CITY and all applicable law;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. <u>PROPERTY DESCRIPTION</u>. The property to be the subject of this Agreement shall be 206 E. Grove Road, Belton, Texas, 76513, hereinafter referred to as PREMISES. The total assessed value of the PREMISES for tax year 2019 is \$146,601 for land and \$.00 for building.

2. <u>REAL PROPERTY IMPROVEMENTS</u>. The COMPANY shall commence plans to add an approximate 50,000 sq. ft. warehousing building, at an estimated investment of \$1.75 million, beginning no later than January 1, 2020 (hereinafter referred to as IMPROVEMENTS). Development Improvements shall be substantially complete by December 31, 2020.

Provided, that COMPANY shall have such additional time to complete the IMPROVEMENTS as may be required in the event of "force majeure" if COMPANY is diligently and faithfully pursuing completion of the IMPROVEMENTS. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of COMPANY including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omission of COMPANY), fire, explosions or floods, and strikes. The date of completion of the IMPROVEMENTS shall be defined as the date production commences at the aforementioned. For the purposes of this agreement, "eligible" improvements shall include the types of property eligible for tax

abatement under the respective guidelines and criteria for tax abatement adopted by CITY and the other TAXING ENTITIES.

3. <u>COMPANY'S RESPONSIBILITIES</u>. The COMPANY agrees and covenants that it will diligently and faithfully in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS as a good and valuable consideration of this Agreement. COMPANY further covenants and agrees that all construction of the IMPROVEMENTS will be in accordance with all applicable state and local laws and regulations. In further consideration, COMPANY shall thereafter, from the date of completion until sixty (60) months after the expiration of the abatement period, continuously operate and maintain the PREMISES as a manufacturing facility.

4. <u>NEW EMPLOYMENT</u>. The COMPANY agrees and covenants maintaining 17 employees and adding an additional 4 employees over the current 17 employees for a total of 21 full-time employees at its Belton facility at the end of Year 2, December 31, 2022. CSC Group, LP will provide the City of Belton with quarterly reports from the Texas Employment Commission beginning January 2023, to demonstrate and verify employee creation and maintenance for the term of the tax abatement.

5. DEFAULT. In the event that: (1) the IMPROVEMENTS for which an abatement has been granted are not completed in accordance with this Agreement; or (2) COMPANY allows its ad valorem taxes owed the CITY and TAXING ENTITIES to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or (3) COMPANY breaches any of the terms or conditions of this Agreement, including falling below the 40 employee threshold for this manufacturing addition for an extended period, then this Agreement shall be in default. In the event that the COMPANY defaults as provided above in (1), (2) or (3), then the CITY or TAXING ENTITIES shall give the COMPANY written notice of such default and if the COMPANY has not cured such default within thirty (30) days of said written notice, or if such default cannot be cured by the payment of money and cannot with due diligence be cured within a ninety (90) day period owning to causes beyond the control of the COMPANY, this Agreement may be terminated by the CITY or TAXING ENTITIES. Notice shall be in writing and shall be delivered by personal delivery or certified mail to the COMPANY at its address of record. As liquidated damages in the event of default, all taxes for the years covered by this Agreement which have been abated by the CITY and TAXING ENTITIES under this Agreement (but without the addition of penalty; interest will be charged at the statutory rate for delinguent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas) shall be refunded to the CITY and TAXING ENTITIES in their respective amounts and shall be due, and paid to the CITY and TAXING ENTITIES within sixty (60) days of the expiration of the above mentioned applicable cure period. CITY and TAXING ENTITIES shall have a prior and superior lien on the PREMISES for any unpaid taxes, or any taxes required to be refunded to the CITY and TAXING ENTITIES for default under this Agreement.

6. <u>CONFLICT OF INTEREST</u>. The CITY and the TAXING ENTITIES each represent and warrant that the PREMISES do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

7. <u>ASSIGNMENT</u>. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by COMPANY other than to wholly-owned subsidiary of COMPANY unless written permission is first granted by the CITY and TAXING ENTITIES, which permission shall be at the sole discretion of the CITY and TAXING ENTITIES.

8. <u>INDEPENDENT CONTRACTOR</u>. It is understood and agreed between the parties that the COMPANY, in performing its obligations hereunder, is acting independently, and the CITY and TAXING ENTITIES assume no responsibilities or liabilities in connection therewith to third parties and COMPANY agrees to indemnify and hold harmless therefrom.

9. <u>RIGHT OF ACCESS</u>. The COMPANY further agrees that the CITY and TAXING ENTITIES, their agents and employees, shall have reasonable right of access to the PREMISES to inspect the IMPROVEMENTS in order to ensure that the construction of the IMPROVEMENTS are in accordance with this Agreement and all applicable state and local laws and regulations or valid waiver thereof. After completion of the IMPROVEMENTS, the CITY and TAXING ENTITIES shall have the continuing right to inspect the PREMISES to ensure that the PREMISES are thereafter maintained and operated in accordance with this Agreement.

10. <u>TERMS AND DURATION OF ABATEMENT</u>. Subject to the terms and conditions of this Agreement, and subject to the rights and holders of any outstanding bonds of the CITY and BELL COUNTY, a portion of ad valorem taxes levied on the IMPROVEMENTS otherwise owed to the CITY and BELL COUNTY shall be abated. Said abatement shall be an amount equal to:

City Abatement Terms			Bell Cour	nty Abatemer	nt Terms
Year 1	2021	90%	Year 1	2021	90%
Year 2	2022	80%	Year 2	2022	80%
Year 3	2023	70%	Year 3	2023	70%
Year 4	2024	60%	Year 4	2024	60%
Year 5	2025	50%	Year 5	2025	50%

of the taxes assessed upon the increased value of the eligible IMPROVEMENTS over the value in the year in which this Agreement is executed and in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof; provided that the COMPANY shall have the right to protest and/or contest any assessment of the IMPROVEMENTS and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Said abatement shall extend for a period of five (5) years beginning 2021.

11. This Agreement was authorized by the City Council of the City of Belton, Texas, at its regularly scheduled meeting on the 12th day of <u>November</u>, 2019, authorizing the Mayor to execute the Agreement on behalf of the City of Belton, Texas.

12. This Agreement was authorized and approved, on Bell County Tax on Real Property only, by the Bell County Commissioners Court on the _____ day of _____, <u>2019</u>, subject to the terms of the November 11, 2019, Bell County Tax Abatement Economic Development Policy, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Bell County.

13. <u>SEVERABILITY</u>. This shall constitute a valid and binding Agreement between the CITY and COMPANY, when executed in accordance herewith, regardless of whether any other TAXING ENTITY executes this Agreement. If a TAXING ENTITY executes this Agreement, this shall constitute a valid and binding Agreement between said TAXING ENTITY and COMPANY, when executed on behalf of said parties, for the abatement of such TAXING ENTITY's taxes in accordance therewith. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall be unaffected, but shall be enforced to the greatest extent permitted by law.

14. <u>VENUE</u>. This Agreement is executed in Bell County, Texas, is performable in Bell County, Texas, and shall be construed under the laws of the State of Texas. Venue for any lawsuit arising out of the terms or obligations of this Agreement shall be in Bell County, Texas.

CITY OF BELTON

CITY OF BELTON, TEXAS

Amy M. Casey, City Clerk

Marion Grayson, Mayor

Date

BELL COUNTY

ATTEST:

Shelley Coston, Bell County Clerk

BELL COUNTY, TEXAS

Jon Burrows, Bell County Judge

Date

PROPRIETORSHIP

ATTEST:

CSC Group, LP

Company Representative

Date

Staff Report – City Council Agenda Item



Agenda Item #9

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

Originating Department

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

Summary Information

Since November 13, 2018, City Council has revised the ordinance for listing the City's traffic signage throughout the City. Staff plans to present updates to this list every six months to build upon the City's tracked inventory of signs.

The purpose of this ordinance is to enforce penalties on specific traffic signage if questioned.

For informational purposes, the stop sign listing format in Schedule A is as follows: A stop sign at the [location] corner of [street that traffic is to adhere to the sign] facing [direction of sign lettering viewed from] at its intersection with [intersecting street].

Additions to Section 22-106, Schedule A.

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

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

Schedule A.

Adding:

Bell Tex Subdivision

A stop sign at the southeast corner of Kelly Drive facing south at its intersection with Lindsay Circle.

A 30 mph speed limit sign on eastbound Kelly Drive near the intersection of Kelly Drive and Holland Road/FM436.

A stop sign at the northwest corner of Lindsay Street facing north at its intersection with Lindsay Circle.

A stop sign at the southeast corner of Lindsay Street facing south at its intersection with Lindsay Circle.

City Council Agenda Item November 12, 2019 Page 1 of 3 A stop sign at the southeast corner of Renee Spur facing south at its intersection with Lindsay Circle.

Light Subdivision

A stop sign at the southwest corner of E Ave P facing west at its intersection with Tremont Street.

A stop sign at the southeast corner of Jordan Street facing south at its intersection with E Ave P.

A stop sign at the northwest corner of Jordan Street facing north at its intersection with E Ave Q.

A stop sign at the southwest corner of E Ave Q facing west at its intersection with Tremont.

A stop sign at the southeast corner of Jordan Street facing south at its intersection with E Ave Q.

Liberty Hill Subdivision

A 20 mph speed limit sign on southbound Liberty Hill Drive near the intersection of Liberty Hill Drive and Holland Road/FM436.

A stop sign at the southwest corner of E Ave S facing west at its intersection with Liberty Hill Drive.

A stop sign at the southeast corner of Liberty Hill Drive facing south at its intersection with E Ave S.

A stop sign at the northwest corner of Liberty Hill Drive facing north at its intersection with E Ave S.

A 20 mph speed limit sign on northbound Liberty Hill Drive south of the intersection of Liberty Hill Drive and E Ave S.

A stop sign at the southwest corner of Freedom Loop facing west at its intersection with Liberty Hill Drive.

Oak Grove Subdivision

A stop sign at the southeast corner of Fairway Drive facing south at its intersection with E Ave O.

Highland Oaks Subdivision

A stop sign at the southwest corner of Magnolia Road facing west at its intersection with Shady Lane.

A 30 mph speed limit sign on westbound Magnolia Road midway between the intersections of E Ave O and Shady Lane.

A stop sign at the northeast corner of Magnolia Road facing east at its intersection with Sharon Road and E Ave O.

A 20 mph school zone signal when flashing on westbound E Ave O west of its intersection with Sharon and E Ave O.

A yield sign on eastbound E Ave O at its intersection with Magnolia Road.

A stop sign at the southwest corner of E Ave M facing west at its intersection with Highland Drive.

City Council Agenda Item November 12, 2019 Page 2 of 3 A stop sign at the southeast corner of Highland Drive facing south at its intersection with E Ave M.

A stop sign at the northeast corner of E Ave M facing east at its intersection Highland Drive.

A 20 mph school zone size with times posted on westbound E Ave M between of its intersection of Highland Drive and Fairway Drive.

A stop sign at the northeast corner of E Ave J facing east at its intersection Fairway Drive.

A 20 mph school zone size with times posted on westbound E Ave J near the private road of Shady Lane near Belle Oaks Apartments at Miller Heights Elementary School.

A stop sign at the northwest corner of Fairway Drive facing north at its intersection E Ave M.

Weaver Subdivision

A stop sign at the northwest corner of Fairway Drive facing north at its intersection with E Ave O.

A 20 mph school zone size with times posted on northbound Fairway Drive north of its intersection with E Ave O.

A stop sign at the southeast corner of Fairway Drive facing south at its intersection with E Ave M.

A stop sign at the southwest corner of E Ave M facing west at its intersection with Fairway Drive.

A stop sign at the northeast corner of E Ave M facing east at its intersection with Fairway Drive.

A 20 mph school zone size with times posted on southbound Fairway Drive at its intersection with E Ave M.

A stop sign at the northwest corner of Fairway Drive facing north for the Miller Heights Elementary driveway at its intersection with E Ave M.

Fiscal Impact

None.

Recommendation

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

Attachments

Ordinance

City Council Agenda Item November 12, 2019 Page 3 of 3

ORDINANCE NO. <u>2019-53</u>

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

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

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

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

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

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

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

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

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

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

Schedule A Stop Sign Listing Format: A stop sign at the [location] corner of [street that traffic is to adhere to the sign] facing [direction of sign lettering viewed from] at its intersection with [intersecting street].

Schedule A.

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

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

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

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

Highland Estates Phase I

A 30 mph speed limit sign on northbound Mystic Mountain Road near the intersection of Mystic Mountain Road and Sparta Road.

Highland Estates Phase II

A 30 mph speed limit sign on northbound Mystic Mountain Road near the intersection of Mystic Mountain Road and Lacy Ridge Drive.

A 30 mph speed limit sign on southbound Mystic Mountain Road near the intersection of Mystic Mountain Road and Yturria Drive.

A 30 mph speed limit sign on southbound Mystic Mountain Road near the intersection of Mystic Mountain Road and Lacy Ridge Drive.

Dawson Ranch Phase V

A 30 mph speed limit sign on eastbound Yturria Drive near the intersection of Yturria Drive and Twin Ridge Drive.

A 30 mph speed limit sign on northbound Twin Ridge Drive near the intersection of Twin Ridge Drive and Yturria Drive.

A 30 mph speed limit sign on westbound Yturria Drive near the intersection of Yturria Drive and Mystic Mountain Lane.

Southwood Hills Phase I Signage

A stop sign at the northwest corner of Chance Court facing north at its intersection with Laila Lane.

A stop sign at the northwest corner of Brady Way facing north at its intersection with Laila Lane.

A stop sign at the southwest corner of Laila Lane facing west at its intersection with Connell Street.

A 25 mph speed limit sign on westbound Laila Lane near the intersection of Laila Lane and Connell Street.

Southwood Hills Phase II Signage

A stop sign at the northwest corner of Kal Court facing north at its intersection with Laila Lane.

A stop sign at the northwest corner of Vani Court facing north at its intersection with Laila Lane.

Liberty Valley Phase IV

A stop sign at the southeast corner of Justice Drive facing south at its intersection with Liberty Valley Drive.

A stop sign at the southwest corner of Liberty Valley Drive facing west at its intersection with Connell Street.

Garden Heights

A stop sign at the northwest corner of N Beal Street facing north at its intersection with E 22^{nd} Ave.

A stop sign at the southeast corner of N Beal Street facing south at its intersection with E 22^{nd} Ave.

Downtown

A stop sign at the southwest corner of E Central Ave facing west at its intersection with S East Street.

A stop sign at the northeast corner of E Central Ave facing east at its intersection with N East Street.

Sparta Road between N Loop 121 and Legacy Lane

A 30 mph speed limit sign on eastbound Sparta Road east of the intersection of Sparta Road and N Loop 121.

A 20 mph speed limit sign on eastbound Sparta Road west of the intersection of Sparta Road and Commerce Drive.

A yield sign on eastbound Sparta Road in the roundabout at the intersection of Sparta Road and Commerce Drive.

A 20 mph speed limit sign on northbound Commerce Drive south of the intersection of Sparta Road and Commerce Drive.

A yield sign on northbound Commerce Drive in the roundabout at the intersection of Sparta Road and Commerce Drive.

A 20 mph speed limit sign on westbound Sparta Road east of the intersection of Sparta Road and Commerce Drive.

A yield sign on westbound Sparta Road in the roundabout at the intersection of Sparta Road and Commerce Drive.

A 20 mph speed limit sign on southbound Commerce Drive north of the intersection of Sparta Road and Commerce Drive.

A yield sign on southbound Commerce Drive in the roundabout at the intersection of Sparta Road and Commerce Drive.

A 35 mph speed limit sign on eastbound Sparta Road east of the intersection of Sparta Road and Commerce Drive.

Adding:

Bell Tex Subdivision

A stop sign at the southeast corner of Kelly Drive facing south at its intersection with Lindsay Circle.

A 30 mph speed limit sign on eastbound Kelly Drive near the intersection of Kelly Drive and Holland Road/FM436.

A stop sign at the northwest corner of Lindsay Street facing north at its intersection with Lindsay Circle.

A stop sign at the southeast corner of Lindsay Street facing south at its intersection with Lindsay Circle.

A stop sign at the southeast corner of Renee Spur facing south at its intersection with Lindsay Circle.

Light Subdivision

A stop sign at the southwest corner of E Ave P facing west at its intersection with Tremont Street.

A stop sign at the southeast corner of Jordan Street facing south at its intersection with E Ave P.

A stop sign at the northwest corner of Jordan Street facing north at its intersection with E Ave Q.

A stop sign at the southwest corner of E Ave Q facing west at its intersection with Tremont.

A stop sign at the southeast corner of Jordan Street facing south at its intersection with E Ave Q.

Liberty Hill Subdivision

A 20 mph speed limit sign on southbound Liberty Hill Drive near the intersection of Liberty Hill Drive and Holland Road/FM436.

A stop sign at the southwest corner of E Ave S facing west at its intersection with Liberty Hill Drive.

A stop sign at the southeast corner of Liberty Hill Drive facing south at its intersection with E Ave S.

A stop sign at the northwest corner of Liberty Hill Drive facing north at its intersection with E Ave S.

A 20 mph speed limit sign on northbound Liberty Hill Drive south of the intersection of Liberty Hill Drive and E Ave S.

A stop sign at the southwest corner of Freedom Loop facing west at its intersection with Liberty Hill Drive.

Oak Grove Subdivision

A stop sign at the southeast corner of Fairway Drive facing south at its intersection with E Ave O.

Highland Oaks Subdivision

A stop sign at the southwest corner of Magnolia Road facing west at its intersection with Shady Lane.

A 30 mph speed limit sign on westbound Magnolia Road midway between the intersections of E Ave O and Shady Lane.

A stop sign at the northeast corner of Magnolia Road facing east at its intersection with Sharon Road and E Ave O.

A 20 mph school zone signal when flashing on westbound E Ave O west of its intersection with Sharon and E Ave O.

A yield sign on eastbound E Ave O at its intersection with Magnolia Road.

A stop sign at the southwest corner of E Ave M facing west at its intersection with Highland Drive.

A stop sign at the southeast corner of Highland Drive facing south at its intersection with E Ave M.

A stop sign at the northeast corner of E Ave M facing east at its intersection Highland Drive.

A 20 mph school zone size with times posted on westbound E Ave M between of its intersection of Highland Drive and Fairway Drive.

A stop sign at the northeast corner of E Ave J facing east at its intersection Fairway Drive.

A 20 mph school zone size with times posted on westbound E Ave J near the private road of Shady Lane near Belle Oaks Apartments at Miller Heights Elementary School.

A stop sign at the northwest corner of Fairway Drive facing north at its intersection E Ave M.

Weaver Subdivision

A stop sign at the northwest corner of Fairway Drive facing north at its intersection with E Ave O.

A 20 mph school zone size with times posted on northbound Fairway Drive north of its intersection with E Ave O.

A stop sign at the southeast corner of Fairway Drive facing south at its intersection with E Ave M.

A stop sign at the southwest corner of E Ave M facing west at its intersection with Fairway Drive.

A stop sign at the northeast corner of E Ave M facing east at its intersection with Fairway Drive.

A 20 mph school zone size with times posted on southbound Fairway Drive at its intersection with E Ave M.

A stop sign at the northwest corner of Fairway Drive facing north for the Miller Heights Elementary driveway at its intersection with E Ave M.

PART 2. Chapter 22 of the City of Belton's Code of Ordinances is hereby amended as provided in this Ordinance, and all prior ordinances of the City dealing with through streets and stop intersections in said location(s) are hereby amended to the extent of any conflict herewith, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

PART 3: It is hereby declared to be the intention of the City Council that if any sections, paragraphs, sentences, clauses and phrases of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

PART 4: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Belton, Texas and the Texas Local Government Code, and it is accordingly so ordained.

PART 5: The Code of Ordinances of the City of Belton, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

PART 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.

PASSED AND APPROVED on this the 12th day of November, 2019.

ATTEST:

Marion Grayson, Mayor

Amy M. Casey, City Clerk



Amending Chapter 22 of the Code of Ordinances

CITY COUNCIL

NOVEMBER 12, 2019



Existing Ordinance

After the installation of traffic control devices, an ordinance needs to be passed in order to enforce penalties.

Staff will propose such ordinance twice a year as new subdivisions and new signs are installed.

Per the November 18, 2018 adoption of Ordinance 2018-37, Chapter 22, Article VI, Section 22-106 of the Code of Ordinances states the following.

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

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



Proposed Ordinance

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

Add the following to the sign list:

- Bell Tex Subdivision signage (Kelly Drive, Lindsay Street, Renee Spur)
- Light Subdivision signage (E Ave P, Tremont, Jordan, E Ave Q)
- Liberty Hill signage (Liberty Hill Drive, E Ave S, Freedom Loop)
- Oak Grove Subdivision signage (Fairway, E Ave O)
- Highland Oaks Subdivision (Magnolia, E Ave O, Shady, Sharon, Highland, E Ave M, E Ave J, Fairway)
- Weaver Subdivision (Fairway, E Ave O, E Ave M)



Recommendation

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

Staff Report – City Council Agenda Item



Agenda Item #10

Consider adopting an ordinance reducing the speed limit from 75 MPH to 65 MPH on US190/IH-14 in Belton City Limits during construction of the US190/IH-14 Widening Project.

Originating Department

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

<u>Background</u>

TxDOT has requested the City of Belton pass an ordinance to reduce the speed limit on US190/IH-14 in both directions in the city limits of Belton during the construction of the highway widening project. The speed limit is currently 75 mph, and the request is for the speed limit to be temporarily reduced to 65 mph. The request is for safety of the construction workers and traveling public through the construction zone.

The current widening project is mostly in Harker Heights and Nolanville, but the construction zone extends into Belton for approximately 0.58 miles, up to the Simmons Road exit 296. The construction on the current widening project started in August 2019 and is expected to last through February 2022. Harker Heights has already reduced their speed limit for this project.

The request is for a temporary reduction is speed limit. TxDOT is requesting the speed limit on US190/IH-14 be reduced along the entire stretch to IH-35 in Belton. This is because TxDOT may begin the widening of US190/IH-14 through Belton to IH-35 while the current project is underway. The timing on the widening through Belton is not determined yet.

If approved by Council, TxDOT will be responsible for the sign replacements to reduce the posted speed limit from 75 mph to 65 mph. They will also be responsible for replacing the signs back to 75 mph post-construction.

Staff did evaluate the possibility of reducing the speed limit to 65 mph permanently. TxDOT stated a speed study would need to be conducted. The study and an engineering analysis would need to support the reduction in speed limit, and TxDOT would need to concur. At this time, TxDOT indicated they would not support a permanent reduction in the speed limit.

Fiscal Impact

None

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Recommendation

Adopt an ordinance temporarily reducing the speed limit from 75 MPH to 65 MPH on US190/IH-14 in Belton City Limits during construction of the US190/IH-14 Widening Project.

<u>Attachments</u>

Ordinance

City Council Agenda Item November 12, 2019 Page 2 of 2

ORDINANCE NO. 2019-54

AN ORDINANCE REGULATING THE RATE AND SPEED OF MOTOR VEHICLES ON US190/IH-14; PROVIDING A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the Texas Department of Transportation has requested that the City of Belton pass an ordinance to temporarily reduce the speed limit on US190/IH-14 within the city limits of Belton;

WHEREAS, the temporary reduction in speed limit will occur during the duration of the roadway construction and widening along US190/IH-14;

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

<u>PART 1</u>: The section of highway described as follows: Between the western city limits of Belton to IH-35, the US190/IH-14 main lanes speed limit shall be 65 MPH. The 65 MPH shall be temporary, and the speed limit shall be automatically raised to 75 mph after construction has been completed.

The above limits and speed limit requirements is hereby regulated as to the speed of motor vehicles traveling within said section in any direction, and it shall be unlawful for any person to drive a vehicle at a speed in excess of any speed so declared in this ordinance when signs are in place giving notice thereof.

<u>PART 2</u>: Any person violating any provision of this ordinance shall upon conviction be fined per applicable fine and fee schedules.

PART 3: All ordinances or part of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

<u>PART 4</u>: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED at a regular meeting of the Belton City Council on the 12th day of November, 2019.

THE CITY OF BELTON, TEXAS

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Temporary Speed Limit Reduction on US190/IH-14



Reducing the speed limit on US190/IH-14

SPEED

LIMIT

SPEED

LIMI

 TxDOT request to reduce the speed limit from 75 mph to 65 mph for all US190/IH-14 through Belton

 Temporary reduction during construction; would go back to 75 mph post-construction

 Widening of US190/IH14 is currently underway in Harker Heights and Nolanville; construction zone extends into Belton approx 0.58 miles; project to end around February 2022

Widening through Belton may begin during this time

Ordinance Consideration



 Adopt an ordinance temporarily reducing the speed limit from 75 MPH to 65 MPH on US190/IH-14 in Belton City Limits during construction of the US190/IH-14 Widening Project.

Staff Report – City Council Agenda Item



Agenda Item #11

Consider an ordinance:

- A. amending Sec. 8-71 and Sec. 8-72 of the City of Belton Fee and Rate Schedule related to solid waste collection rates for 2020.
- B. adding Sec. 12-1 to the City of Belton Fee and Rate Schedule related to the registration and inspection of mobile home parks.

Originating Department

Administration – Amy M. Casey, City Clerk

Summary Information

A. On October 8, 2019, the City of Belton and Waste Management entered into a new Municipal Solid Waste Collection and Transportation Agreement, granting Waste Management exclusive rights to operate and maintain the service of collection and transportation of residential and small 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 the Agreement. The Fee and Rate Schedule needs to be amended to reflect the new rates which are effective on January 1, 2020.

Solid Waste Collection	Current Rates	Proposed January 1,	
<u>Rates - Residential</u>		<u>2020 Rates</u>	
Curbside Trash and Recycling	\$17.16 per month	\$17.34 per month	
Curbside Additional Cart	\$6.18 trash/\$5.62 recycling	\$6.18 per month per	
	per month per additional cart	additional cart	
Door-to-Truck Service	\$28.80 per month	\$37.98 per month	
Door-to-Truck Service	\$11.25 per month per	\$6.18 trash/\$12.36	
Additional Cart	additional cart	recycling per month per	
		additional cart	

Solid Waste Collection Rates – Small Commercial	Current Rates	Proposed January 1, 2020 Rates	
Curbside Trash and Recycling	\$37.10 per month	\$42.15 per month	
Curbside Additional Cart	\$6.18 trash/\$5.62 recycling per month per additional cart	\$6.18 per month per additional cart	

B. On June 8, 1982, the City Council adopted an ordinance regulating Mobile Home Parks. This ordinance is codified as Chapter 12 – Mobile Home Parks in the most current Code of Ordinances. It is not apparent if this ordinance has ever been enforced. Recently a citizen raised concerns about the condition of an existing Mobile Home Park and brought this section of the Code of Ordinances to Staff's attention.

According to the ordinance, a license is required to operate a Mobile Home Park. An initial application must be made to the City Building Official and shall include, in addition to any other pertinent information, the following:

- The name and mailing address of the entity making such application;
- Whether the applicant is an individual, partnership, corporation, etc.
- The names and addresses of the individuals, partners or directors of any corporation of the applicant;
- A legal description and street address of the property in question;
- The name of the owner of the premises; and
- Such other information as may be required by the City.

Licenses must be renewed annually and may be transferred to new owners/operators should the property be sold.

The City has not issued licenses for Mobile Home Parks in the recent past, so Staff developed an action plan to address this issue. Certified letters have been sent to all Mobile Home Park owners/managers informing them of this requirement for a license.

Owners/managers have been given a deadline of December 31, 2019, to make application for a Mobile Home Park license. A site plan is required to be submitted with the application. (The fees will be waived until license renewal is required on December 31, 2020.) Once the application and site plan are received, City Staff will schedule an inspection of the property. Any code violations will be identified and documented in a letter to the Mobile Home Park owner/manager, along with a deadline to correct the violations. Subsequent re-inspections will occur until all items have been addressed. At such time, a license will be issued. Renewal license applications are due by December 31st each year, and annual inspections will be required.

Example of items to be inspected include:

- street condition; parking spaces; lighting
- fire safety
- water/sewer conditions; fire hydrants
- trash disposal
- insect/rodent control
- electrical service
- anchorage; piers and footings; skirting
- density/open space

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- setbacks
- building safety and egress
- health and sanitation (junked vehicles; stagnant water; weeds/brush)

Fees were established in 1982 and have remain unchanged since that time. Staff has reviewed other cities' fees and makes the following recommendation for amendment:

Fee Type	1982 Original Fee	Proposed Fee for January 1, 2020
Annual License Fee	\$10 + \$1 per space	\$100 + \$10 per space to a maximum of \$300
License Transfer Fee	\$10	\$100

Fiscal Impact

Solid Waste revenues have been budgeted in the FY2020 budget. 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 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.

Mobile Home Park license fee revenues have not been budgeted, and none are anticipated during FY2020.

Recommendation

Recommend approval of the attached ordinance amending the City of Belton Fee and Rate Schedule.

Attachments

Solid Waste contract with Waste Management 1982 Ordinance regarding Mobile Home Parks Proposed ordinance amending Fee and Rate Schedule

> City Council Agenda Item November 12, 2019 Page 3 of 3

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the 8^{++-} day of <u>October</u>, 20<u>19</u>, between the City of Belton, Texas ("City"), a municipal corporation, acting by and through its duly authorized City Manager, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

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

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

NOW, THEREFORE, for 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. **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.
- 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.
- 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 bulky waste must be placed at the curb or street edge if no curb.

- 1.04. City: The City of Belton, Texas.
- 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.
- 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.
- 1.07. **Commercial Service Provider**: A business enterprise that provides services to Residential Units.
- 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.
- 1.09. **Contract Administrator**: That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 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.
- 1.11. **Contractor**: Waste Management of Texas, Inc. and any affiliated company or subsidiary.
- 1.12. **Customer**: The owner or tenant of a Residential Unit or Commercial Hand Collect Unit or Institutional Unit located within the 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.
- 1.13. **Dead Animals**: Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.14. Disposal Site: A duly permitted sanitary landfill selected by Contractor.
- 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.

- 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.
- 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.
- 1.18. **Industrial Waste**: Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.19. **Institutional Unit:** A church or a non-profit association located within the City limits.
- 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.
- 1.21. Polycart or Cart(s): A rubber-wheeled receptacle with a capacity of 90 to 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste or recycling collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.22. **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 by produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. The list of acceptable Recyclable Materials that Contractor will collect is set forth

in Section 5.05 below.

- 1.23. **Recycling**: Capturing, diverting, and processing Recycling Materials for reuse.
- 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.
- 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 Bulky Waste be placed inside fenced areas occupied by animals. Contractor may refuse to provide Door-To-Truck Service if the location of the Carts exceeds one hundred fifty feet (150') from the curb line or edge of pavement. All bulky waste must be placed at the curb or street edge if no curb.
- 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.
- 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.
- 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.

- 1.29. Service Area: The service area shall include the areas within the City's corporate limits and municipal utility district(s) that the City and Contractor mutually agree upon.
- 1.30. **Single-Stream Recycling:** A recycling collection method in which all unsorted or commingled Recyclable Materials are deposited by the Customer into one Recycling Container set curbside and then placed in the collection vehicle in a commingled state until processed at a MRF (Material Recovery Facility) specially designed for sorting and processing commingled loads of Recyclable Materials.
- 1.31. **Small Carts:** A rubber-wheeled receptacle with a maximum capacity of 65 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste or recycling collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Small Cart and its contents shall not exceed 150 pounds.
- 1.32. **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) 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.

- 1.33. Special Waste: Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".
- 1.34. **Stable Matter**: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.35. **Unacceptable Waste**: Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.
- 1.36. **Unusual Accumulations**: As to Residential Units or Commercial Hand Collect Units, any Waste placed for collection in excess of the volumes permitted by this Agreement under Section 5.01(a) below.
- 1.37. White Goods: Refrigerators, stoves and ranges, water heaters, freezers, and other similar domestic and commercial large appliances. All White Goods must be certified as free of CFCs.

2. GRANT OF EXCLUSIVE FRANCHISE AND POLYCART DELIVERY:

Contractor is hereby granted the exclusive right and privilege within the the Service Area 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.

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:

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 items not contained within the Polycart. 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 definition 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 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 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) per Residential Unit per month if Bulky Waste collection moves from once per month collection to once per week per the preceding sentence. In future years beyond Year 1, cost to increase or decrease the frequency of bulky waste collection will be at a negotiated rate that is acceptable to both parties.
- (c) <u>Residential Recyclables Collection</u>: Contractor shall provide Single Stream Recycling collection services to Residential Units once every other week. Contractor shall not be required to collect any Recyclable Materials that are not placed in the Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the Waste. If a Recyclable Materials load collected within the City by Contractor is contaminated with Waste or the Recyclable Materials are damaged or cannot be safely or effectively processed by the MRF, the Contractor will properly dispose of the contaminated load materials.
- (d) <u>At Your Door Collection</u>: 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 Contractor. The Contractor will be responsible for repairing or replacing 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.
- 5.03. <u>Unusual Accumulations Collection</u>: Contractor shall have no obligation to collect Unusual Accumulations, and may charge for the collection of any Unusual Accumulations.
- 5.04. **Special Waste**: Contractor is not required to accept, transport or manage any Special Waste under this Agreement.

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

- (a) Contractor 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.
- (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	Newspaper, mail, magazines, glossy inserts and pamphlets
PET bottles with the symbol #1 – with screw tops only	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics.
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	Old corrugated containers/cardboard (uncoated)

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

Plastic bags and bagged materials	Microwavable trays
(even if containing Recyclables)	
Porcelain and ceramics; Mirrors,	All Glass food and beverage containers
window or auto glass	, <u>-</u>
	Coated cardboard
Light bulbs	
Soiled paper, including paper plates,	Cartons, Aseptic Containers
cups and pizza boxes	
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	Needles, syringes, IV bags or other
multi-laminated materials	medical supplies
Food waste and liquids, containers	Textiles, cloth, or any fabric (bedding,
containing such items	pillows, sheets, etc.)
Excluded Materials or containers which	Napkins, paper towels, tissue, paper
contained Excluded Materials	plates, paper cups, and plastic utensils
Any paper Recyclable materials or	Propane tanks, batteries
pieces of paper Recyclables less than	
4" in size in any dimension	

- (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 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.
- (d) The City, in its sole discretion, has the right 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. Should recycling services be eliminated, the City may negotiate additional trash collection services.

- (e) Contractor will assist the City in providing public education regarding the recycling program. Contractor shall replace labels, as necessary, to existing Recycling Polycarts within 90 days of the Commencement Date 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 rolloff containers at a location mutually agreed to by Contractor and City for 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 haul rate for additional 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 <u>Unacceptable Waste</u>: 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.

6. COLLECTION OPERATION:

- 6.01. Hours of Operation: Collection of Residential Waste shall begin no earlier than 6:00 A.M. and shall generally not extend beyond 6:00 P.M. No collection shall be made on Sunday. Collection of Commercial Hand Collect and Institutional Units shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.
- 6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld. If the routes established under this Agreement differ from the existing routes and alter the Waste and Recyclables collection day for Customers, 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.

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

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

Contractor may decide to observe any or all of the above-mentioned holidays by suspension 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.

6.04. Complaints: Customer complaints 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 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 the complaints shall be provided to the City on or before the 20th of the month, and it shall be for calls received or resolved from the 16th of the prior month to the 15th of the current month. If any administrative charges are incurred, the charges will be deducted from the corresponding payment to Waste Management.

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 <u>Administrative Charges</u>: 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.

Act/Omission	Administrative Charge Amount
Failure to collect Residential Waste that was timely set out and verified by Contractor as missed within one business day (excluding Saturday and Sunday).	\$50.00 each incident to a maximum of \$500.00 per truck per day.
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 per day
Failure to maintain vehicle in manner that prevents nuisances such as leaky seals or hydraulics	\$100.00 per incident

6.06. <u>Collection Equipment</u>: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the 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. <u>Spillage:</u> 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. <u>Vicious Animals</u>: 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 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. <u>Point of Contact</u>. All dealings and contacts between Contractor and the City shall be directed between the Public Sector Representative of Contractor, or the Route Manager of Contractor, or such other individual identified by Contractor, and the City's contact, the Utilities Billing Supervisor, and, the City's Public Works Director, or such other individual identified by the City.

7. COMMUNITY INVESTMENT PROGRAM SERVICES:

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

- a. **Education**: A Joint Scholarship of \$4,000.00 annually to 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.

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.

Contractor agrees to provide a 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.

9. LICENSE AND TAXES:

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

10. BILLING AND PAYMENT:

- (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. The City shall pay Contractor within 30 days of receipt of Contractor's monthly invoice.
- (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 the City a service reactivation fee of \$20 per reconnect in excess of 25 reconnects in a 30 day billing period.

(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 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. <u>CPI/Fuel Adjustment Annual Cap</u>. 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 10 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall share responsibility with Contractor to educate Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

13. COMPLIANCE WITH LAWS:

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

14. OFFICE:

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

15. ENFORCEMENT:

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

16. TRANSFERABILITY OF AGREEMENT:

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

17. LANDFILL CAPACITY:

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

18. TERMINATION:

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

19. DISPUTE RESOLUTION:

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

- (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, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

21. EVIDENCE OF INSURANCE:

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

Type Coverage	Per Occurrence or Incident Minimum	General Aggregate
Workers Compensation	Statutory Limits	Statutory
Employer's Liability	\$1,000,000	\$2,000,000
Commercial General Liability Includes bodily injury and property damage	\$1,000,000	\$2,000,000
Pollution Legal Liability	\$1,000,000	\$2,000,000
Commercial Auto Liability 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)	\$25 million	\$25 million

Minimum Limits of Insurance:

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 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 nonperformance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Bell County, Texas.

29. NOTICES:

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

City of Belton, Texas P.O. Box 120 Belton, Texas 76513 ATTN: City Manager
Waste Management of Texas, Inc. Attention: Manager 2201 W. Avenue D Temple, Texas 76504
Waste Management 9708 Giles Austin, TX 78754 Attn: Senior Legal Counsel; and CT Corporation System 350 North St. Paul Street

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

30. DISCRIMINATION PROHIBITED:

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

Dallas, Texas 75201

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.

SIGNED ON THE 8th DAY OF OCTOBER, 2019.

EFFECTIVE AS OF THE FIRST DAY OF JANUARY, 2020.

CITY:

CONTRACTOR:

CITY OF BELTON, TEXAS

Moran BY: Marion Grayson

ITS: Mayor

WASTE MANAGEMENT OF TEXAS, INC.

BY: _ ITS:

ATTEST:

asey

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		
	RATE PER HOME	
SERVICE LEVEL	12% Franchise F	
	Written Price	Price in Figures
Residential Curbside Service: 96-gallon Carts Trash 1X per Week/ Recycle Every Other Week /Bulky Waste 1X per month (up to 4 CY) per home, per month	Sixteen dollars and twenty-two cents	\$16.22
Residential Curbside Service: Rate Per Additional 96-gal Cart (Trash and Recycle) per home, per month	Six dollars and eighteen cents	\$6.18
Residential Door-to-Truck Service per home, per month 96-gallon Carts Trash 1X per Week/Recycle Every Other Week/Bulky Waste [#] 1X per month (up to 4 CY) per home, per month *Bulky waste must be placed at curb or street edge if no curb.	Thirty-six dollars and eighty-six cents	\$36.86
Residential Door-to-Truck Service Rate Per Additional 96-gal cart (Trash* and Recycle**) per, home, per month	Six dollars and eighteen cents* Twelve dollars and thirty-six cents**	\$6.18 Trash Cart* \$12.36 Recycle Cart**
"At Your Door℠" Household Special Waste Program per home, per month	Zero dollars and eighty-eight cents	\$0.88

ase Residential Solid Waste Collection and Disposal

Schedule A - Continued

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 Bulky Waste Collection Events

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

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

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

Commercial Small Cart Collection Service

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

SCHEDULE B City Facilities and Services at No Charge

Location: City Hall & Central Fire Station	Address: 203 S. Penelope Street	Service Level Solid Waste: (2) 3 YD Dumpsters Recycling: (3) Polycarts
Finance & Utilities	100 S. Davis Street	Solid Waste: (3) Polycarts Recycling: (3) Polycarts
Sparta Fire Station	420 Sparta Road	Solid Waste: (1) 6 YD Dumpster Recycling: (3) Polycarts
Public Works Service Center	1502 Holland Road	Solid Waste: (1) 4 YD Dumpster (1) 6 YD Dumpster (5) Polycarts Recycling: (12) Polycarts Roll-Off: 30-Yard Dumpster
Harris Community Center	401 N Alexander Street	Solid Waste: (1) 3 YD Dumpster Recycling: (2) Polycarts
Police & Courts Building	711 E. 2nd Avenue	Solid Waste: (1) 3 YD Dumpster Recycling: (4) Polycarts
Lena Armstrong Public Library	301 E. 1st Avenue	Solid Waste: (3) Polycarts Recycling: (3) Polycarts
Parks Yard	100 Park Avenue	Solid Waste: (2) Polycarts Recycling: (2) Polycarts 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

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:

- CONTRACTOR would designate a local CONTRACTOR employee as its Disaster or Storm Event ("Event") representative to act as the lead contact and liaison with the City in responding to the Event. CONTRACTOR would request that this employee be designated as a member of the City's office of emergency management team to ensure seamless communication in coordinating CONTRACTOR's response. CONTRACTOR's designated representative would coordinate with both CONTRACTOR operations personnel and the City in responding to the Event.
- 2. Once the City declares it safe, CONTRACTOR operational personnel will, with the assistance of City staff, perform an assessment of the scope and impact of the Event and will begin putting together a plan and/or recommendations to perform clean-up services. CONTRACTOR's ability to assimilate the necessary equipment and labor in order to respond to the Event will be driven, in large part, by the size of the Event, the extent of the damage caused by the Event, weather factors, citizen reaction, and the accessibility of streets. The type, size, and number of vehicle(s) needed to perform the clean-up services will be influenced by the amount of debris generated, the size of the debris, special waste mixed into the debris, and access to the areas needing clean-up. As such, each Event may require the use of a different type of collection vehicle to perform removal services and the costs will vary based on the type of vehicle actually deployed.
- 3. Once CONTRACTOR's initial assessment has been completed, CONTRACTOR will provide a letter or report to the City's designated representatives regarding the scope of the Disaster or Storm Debris clean-up that CONTRACTOR believes is necessary. Typically, the full scope and extent of such a clean-up cannot be reasonably determined until at least seventy-two (72) hours after the Event has occurred. With regard to the length of time an Event clean-up may take, CONTRACTOR's experience has shown that the duration of a clean-up effort is greatly influenced by the residents' behavior. Many times, we have found that after an initial clean-up collection has occurred in a specific area, within days of the initial clean-up, residents bring more debris to the curb, which requires another collection effort.

4. CONTRACTOR has the ability to bring in specialized disaster clean-up companies to assist with the effort if requested by the City. CONTRACTOR can act as the contractor for the City, if requested, and take responsibility for managing these subcontractors and their activities.

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

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

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 <u>www.wmatyourdoor.com</u>, 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 <u>never</u> on public property, at the curb, street or alleyway. The Waste Management Service Technician will <u>not</u> 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 <u>www.wmatyourdoor.com</u> or email <u>atyourdoor@wm.com</u>. 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 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 allinclusive, 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 4
- Floor cleaner .
- Tile/shower cleaner н.
- 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
- Kevboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player .
- .
- Cell phone
- MP3 player, iPod, music player .
- Microwave oven .
- Related cords .
- . Gaming console

- VCR

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 DoorSM 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 homegenerated special materials.

TREATMENT OF MATERIALS

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.

QUALIFICATIONS

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 CollectionSM 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

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 DoorSM 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

ORDINANCE NO. 6882-1

AN ORDINANCE CREATING A CHAPTER 21 OF THE CITY OF BELTON, TEXAS CODE OF ORDINANCES ENTITLED "MOBILE HOME PARKS"; ADOPTING MINIMUM STANDARDS FOR MOBILE HOME PARKS; ESTAB-LISHING DESIGN, CONSTRUCTION, ALTERATION, EXTENSION AND MAINTENANCE OF MOBILE HOME PARKS AND RELATED UTILITIES AND FACILITIES; AUTHORIZING THE ISSUANCE OF PERMITS FOR CONSTRUCTION, ALTERATION AND EXTENSION OF MOBILE HOME PARKS; AUTHORIZING THE LICENSING OF OPERATORS OF MOBILE HOME PARKS; PROVIDING SAVINGS, NON-LIABILITY, PENALTY AND OTHER MISCELLANEOUS PROVISIONS.

WHEREAS, the City Council of the City of Belton has determined that in order to protect and provide for the health, safety and general welfare of the citizens of Belton that a Chapter be added to the Code of Ordinances regulating Mobile Home Parks;

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

Ι.

The attached Article I "In General", Article II "Administration", Article III "Regulations" and Article IV "Uses" are hereby adopted to become a part of the City of Belton Code of Ordinances, Chapter 21.

II.

This Ordinance shall take effect and be in full force and effect as of the date of its passage, subject to the requirements of publication set forth in the City of Belton Charter, or contrary provisions in this ordinance.

PASSED AND APPROVED this the 8th day of June, 1982.

THE CITY OF BELTON, TEXAS

ATTEST:

Clerk

ORDINANCE NO. <u>2019-55</u>

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.

WHEREAS, the Code of Ordinances of the City of Belton, Bell County, Texas, in various chapters and sections, provides for certain rates and fees to be charged for certain items, services and permits; and

WHEREAS, the Code provides that those said rates and fees shall be set by ordinance and kept on file with the office of the City Clerk of the City of Belton.

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

I.

The attached schedule of fees, rates and permits, described as Exhibit "A" and incorporated herein for all purposes and containing 8 pages, is hereby adopted in its entirety and the amounts set forth for fees, rates and permits therein shall stand until changed by Ordinance of the City Council of the City of Belton, Texas.

II.

This Ordinance, together with its Exhibit "A", shall at all times be available for public viewing in the office of the City Clerk of the City of Belton, Texas.

III.

This Ordinance shall take effect and be in full force and effect on January 1, 2020.

PASSED AND APPROVED this the 12th day of November, 2019.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

CHAPTER 21

MOBILE HOME PARK

ARTICLE I. IN GENERAL ARTICLE II. ADMINISTRATION ARTICLE III. REGULATIONS ARTICLE IV. USES

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ARTICLE I. IN GENERAL

1.1 Conflicts.

All Ordinances in conflict with any portion of the Chapter hereinafter adopted are hereby repealed to the extent of such conflict.

1.2 Validity.

If any article, section, subsection, sentence, clause, phrase or any portion of this Chapter is for any reason held to be unconstitutional, illegal or invalid, or the application thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

1.3 Liability.

Any officer or employee of the City of Belton, or member of any Board established within this Chapter charged with the enforcement of said Chapter acting for the applicable governing body in the discharge of his duties, shall not render himself liable personally, and he is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of such act perfomed by him in the enforcement of any provision of this code shall be defended by the Legal Department until the final termination of the proceedings.

1.4 Penalty.

Any person, party in interest, firm or corporation who shall willfully violate, or fail to comply with, any portion of this Chapter or with any of the requirements set forth in this Chapter, either by act of omission or commission, shall be prosecuted within the limits provided by State law and upon conviction be deemed guilty of a misdemeanor and shall be fined not less than Five Dollars (\$5.00) nor more than Two Hundred Dollars (\$200.00) and each and every day's violation shall constitute a separate and distinct offense.

In the event a corporation is the violator of any of the provisions of this Chapter, each officer, agent and/or employee of such corporation who is responsible for or contributes to such violation in any manner shall be individually and severally liable for the penalties herein prescribed.

1.5 Number and Gender.

As used in this Chapter, whenever the context so indicates the masculine, feminine, or nueter gender, and the singular or plural number, shall each be deemed to include the others.

1.6 Headings.

The headings above the various provisions of this Chapter have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing the said provisions. 1.7 Definitions.

For the purpose of this Chapter the following words and phrases shall have the meanings respectively ascribed to them:

Agent. Any person authorized by the licensee of the Mobile Home Park to operate or maintain such park under the provisions of this Section.

<u>Building Official</u>. The legally designated inspection authority of the City or his authorized representative.

<u>Certificate of Occupancy</u>. A certificate issued by the Building Official for the use of a building, structure, and/or land, when it is determined by him that the building, structure, and/or land complies with the provisions of all applicable City codes, ordinances and regulations.

<u>City Health Officer</u>. The legally designated head of the City Health Department or his authorized representative.

<u>City Official</u>. The legally designated head of a City department or his authorized representative when acting in an official capacity.

<u>Common Internal Street</u>. A private way which affords the principal means of access to individual mobile home lots and/or auxiliary buildings.

<u>Development Permit</u>. A written permit or certification issued by the Building Official permitting the construction, alteration or extension of a mobile home park, under the provisions of this Section and regulations issued hereunder.

<u>Drive-way</u>. A minor entranceway off the common internal street within the park, into an off-street parking area serving one (1) or more mobile homes.

Fire Marshal. The legally designated Fire Marshal of the City, or his authorized representative.

Hard Surface. Hard surfaced shall mean a weather-proofed surface of asphalt, concrete or double penetration seal coating that shall not soften when exposed to water and shall be of sufficient thickness to withstand normal wheel loads.

License. A written license issued by the Building Official permitting a person to operate and maintain a mobile home park under provisions of the code.

Licensee. Any person licensed to operate and maintain a mobile home park under the provisions of the code.

<u>Mobile Homes</u>. "Mobile homes" means any vehicle or similar portable structure having been originally constructed with wheels designed for use as a conveyance upon highways and having no original foundation other than wheels, jacks, or shirtings, and so designed or constructed as to permit occupancy for dwelling or sleeping purposes. It is a detached family dwelling unit designed for long term occupancy, to be transported after fabrication on its own wheels or on flat bed, other trailer or detachable wheels and to be occupied as a complete dwelling at the site where it is to be permanently situated, and connected with all utility services. <u>Mobile Home Park.</u> "Mobile home park or subdivision" means any plot of ground upon which two (2) or more mobile homes occupied as a permanent single family dwelling unit are, or are to be located.

Mobile Home Site. A plot of land within a mobile home park designated for the accomodation of a single family mobile home dwelling.

<u>Mobile Home Stand</u>. That area which a mobile home shall be placed upon to provide a firm foundation and anchoring facilities that will not move in the event of frost, poor drainage, high winds, etc.

<u>Parking Space-off Street</u>. A minimum space 10 feet in width by 20 feet in length, located within the boundary of a mobile home park, or in a common parking and storage area having unobstructed access to an internal street.

Person. Any natural individual, firm, trust, partnership, association or corporation.

<u>Plot Plan</u>. Graphic representation, drawn to scale, in a horizontal plane delineating the outlines of the land included in the plan and all proposed land use locations, accurately dimensioned, the dimensions also indicating the relation of each use to that adjoining and to the boundary of the property.

<u>Police Chief</u>. The legally designated Chief of Police Department of the City, or his authorized representative.

Register. A record of residents containing data essential to Park Management.

<u>Replacement</u>. The act of moving one (1) mobile home from its existing stand and replacing it with another mobile home.

Service Building. A structure housing toilet, lavatory and such other facilities as may be required by this Article.

Sewer Connection. The connection consisting of all pipes, fittings and appurtenances from the drain outlet of a mobile home to the inlet of the corresponding sewer service riser pipe of the sewage system serving the mobile home.

Sewer Service Riser Pipe. That portion of a sewer system which extends vertically to the ground elevation and terminates at a mobile home.

Site Plan. Same as plot plan.

<u>Space</u>. A plot of ground within a mobile home park designed for the accomodation of one (1) mobile home, together with such open space as required by this Article. This term shall also include the terms "lot," "stand" and "site." It is expressly prohibited for mobile home space to front on a public street.

<u>Space Width</u>. The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

<u>Water Connection</u>. The connection consisting of all pipes, fittings and appurtenances from the water riser pipe to the water inlet pipe of the distribution system within a mobile home park.

<u>Water Riser Pipe</u>. That portion of the private water service system serving a mobile home, which extends vertically to the ground elevation and terminates at a designed point at a mobile home.

ARTICLE II. ADMINISTRATION

1.1 Enforcement.

It shall be the duty of the City Manager to designate whichever appropriate city official, or his designate, shall make inspections to determine the existence of violations of this Ordinance and it shall be the duty of the mobile home park owner or operator to permit said city officials to enter upon said premises at all reasonable times in order that inspections may be made.

1.2 Development/Building Permit Required.

(A) Any owner, authorized agent or contractor who desires to construct, enlarge, alter, repair, move, demolish or change any Mobile Home Park, Mobile Home Site or part thereof; or to install any plumbing, electrical or mechanical equipment incident thereto; or to cause any of such work to be done shall first make application for permit to the City Building Official and obtain the required building permit therefor.

(B) This building permit shall be granted only after the receipt of a license as provided herein, and after the Building Official has reviewed and approved all plans for water, sewer and drainage and any other plans called for herein.

(C) The provisions of Chapter 4 of this Code, "Building Regulation Codes," shall apply to the development of Mobile Home Parks so long as they are not in conflict herewith.

1.3 Zoning.

Location of "Mobile Home Parks" shall be governed by the City of Belton Zoning Ordinance as it exists or may be amended.

ARTICLE III. REGULATIONS

Part 1. - Plans Required

1.1 Submission.

Any person, firm or corporation wishing to create a "Mobile Home Park" shall first submit four (4) reproducible copies of a site plan meeting all requirements of this Ordinance to the City Building Official.

1.2 Referral to Planning and Zoning Commission.

The Building Official shall then forward a copy of the plan to the City Planning and Zoning Commission for their review. A hearing to review said site plan shall be conducted by the Commission within twenty (20) days of receipt of the plan by the Building Official.

1.3 Contents.

(A) All site plans shall be prepared by a registered professional civil engineer and made upon standard forms provided by the Building Official and shall contain the following:

- (1) Name and address of the applicant.
- (2) Location and legal description of the park.
 - (a) To this application shall be attached four (4) copies of a site plan, at a minimum scale of 1 inch = 200 feet, for sites of 30 acres or more, and a minimum scale of 1 inch = 100 feet for sites under 30 acres. The site plan shall include all data required in following items (3) through (13).
- (3) The area and dimensions of the tract of land, with identification of location and boundaries;
- (4) The number, location and size of all mobile home spaces. All spaces must front on an internal street.
- (5) The location, width and specifications of driveways, roadways and walkways;
- (6) The location and specifications of water and sewer lines and riser pipes;
- (7) The location and details of lighting, electrical and gas systems;
- (8) The location and dimensions of all buildings constructed or to be constructed within the park;
- (9) The existing and proposed topography at ten (10) foot intervals of the mobile home park;

- (10) The location of fire mains, including the size, the hydrants, and any other equipment which may be provided;
- (11) Such other information as municipal reviewing officials may reasonably require;
- (12) All spaces shall be numbered;
- (13) Three (3) prints of the site or plot plan shall be provided to the Building Official to be circulated to the following City Departments by the Building Official, and approval obtained from them prior to the issuance of a permit: Public Works, Fire Marshal and Police Department.
- (14) Detailed plans of drainage structures and water flows.

1.4 Amendments.

Any person, firm or corporation who proposes to alter or change an existing "Mobile Home "Park" must file an amended site plan in the same manner as the original.

1.5 Right of Refusal.

The Building Official shall have the right to refuse to review or refuse to forward a site plan or amended site plan to the Planning and Zoning Commission if the said plan is incomplete, indefinite or unintelligible.

1.6 Notification of Decision.

(A) The Planning and Zoning Commission shall within ten (10) days of a hearing on a site plan notify the person, firm or corporation submitting the plan of its decision, whether approval or disapproval.

(B) In the case of disapproval, the Commission shall state the reasons therefor and the changes, additions, deletions or modifications necessary to obtain approval.

Part 2. - License Required

2.1 Application.

(A) Subsequent to the approval of the Planning and Zoning Commission of a site plan for a "Mobile Home Park," the person, firm or corporation receiving such approval shall, before commencing operations, make application for a license to operate said Park.

(B) Application shall be made to the City Building Official and shall include, in addition to any other pertinent information, the following:

- (1) The name and mailing address of the entity making such application;
- (2) Whether the applicant is an individual, partnership, corporation, etc.

- (3) The names and addresses of the individuals, partners or directors of any corporation of the applicant;
- (4) A legal description and street address of the property in question;
- (5) The name of the owner of the premises; and
- (6) Such other information as may be required by the City.

2.2 Duration.

The license, once issued, shall be valid until December 31 of each year and a new application shall be required each calendar year.

2.3 Fees.

All original license applications or renewals thereof shall be accompanied by a fee of Ten Dollars (\$10.00) plus One Dollar (\$1.00) for each mobile home space in the mobile home park. All renewal fees shall be due on December 31 of each year.

(A) <u>Transfer of License</u>. Every person holding a license shall give notice in writing to the Building Official within ten (10) days after having sold, transferred, given away or otherwise disposed of interest in or control of any mobile home park. Application for transfer of license shall be made within ten (10) days after notification of change covered in sentence one of this paragraph. Within thirty (30) calendar days thereafter, the City shall act on the application for license transfer and it shall be approved if the park is in compliance with the provisions of this Section.

(B) <u>Transfer of License Fee</u>. All applications for license transfer shall be accompanied by a fee of Ten Dollars (\$10.00).

(C) <u>Violations; Notice; Suspension of License</u>. Whenever, upon inspection of any mobile home park, the Building Official, after consultation with the city official or officials he deems competent to judge, finds that conditions or practices exist which are in violation of any provision of this Section applicable to the park, he shall give notice in writing in accordance with Section 2.6 of this ordinance, to the licensee or his agent that unless such conditions or practices are corrected within a reasonable period of time specified in the notice, the license shall be suspended. At the end of the specified period of time, the Building Official shall reinspect the park, requesting assistance from other city departments as may be required, and if the conditions or practices have not been corrected, he shall suspend the license and give notice in writing of the suspension to the licensee or his agent. Upon receipt of notice of the suspension, licensee shall cease operation of such park.

2.4 Display.

The license shall be displayed by the licensee in a conspicuous place at all times.

2.5 Inspections.

(A) <u>Inspections required</u>. The Building Official, the City Health Officer, the Fire Marshal and the Police Chief are hereby authorized and directed to make such inspections as are necessary to determine compliance with this Section.

(B) <u>Entry on Premises</u>. The Building Official, the City Health Officer, the Fire Marshal and the Police Chief shall have the power to enter at reasonable times upon any private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of this Section.

(C) <u>Inspection of Register</u>. The Building Official, the City Health Officer, the Fire Marshal and the Police Chief shall have the power and authority in discharging their official duties to inspect the register containing a record of all residents of a mobile home park.

(D) <u>Duty of Occupants</u>. It shall be the duty of every occupant of a mobile home park to give the licensee, his agent or authorized employee, access to any part of the park at reasonable times for the purpose of making repairs or alterations as are necessary to effect compliance with this ordinance.

2.6 Notices; Hearing and Orders.

(A) Notice of Violations; Requirements of Notice. Whenever it is determined that there are grounds to believe that there has been a violation of any provision of this ordinance, the Building Official shall give notice of the alleged violation to the licensee or agent, as hereinafter provided. The notice shall (1) be in writing; (2) inlcude a statement of all the reasons for its issuance; (3) allow a reasonable time for the performance of the act it requires; (4) be served upon the licensee or his agent; provided that the notice or order shall be deemed to have been properly served upon the licensee or agent when a copy thereof has been sent by first class mail to his last known address, or when he has been served with the notice by any method authorized or required by the laws of this State; and (5) contain an outline of remedial action which, if taken, will effect compliance with the provisions of this Section.

(B) Appeal from Denial of License by the Building Official. Any person affected by the refusal of the Building Official to issue a license under the provisions of this ordinance, as set out in paragraph 2.1 of this ordinance, may request and shall be granted a hearing on the matter before the Planning and Zoning Commission provided that the person shall file within ten (10) days after the date the license was refused, in the office of the Building Official, a written petition requesting such hearing and setting forth a brief statement of the grounds therefor. Upon receipt of such petition, the Building Official shall forward it to the City Clerk who shall request the Planning and Zoning Commission to set a time and place for the hearing and shall give the petitioner written notice thereof. At the hearing the petitioner shall be given an opportunity to be heard and to show why such refusal should be modified or withdrawn.

(C) <u>Appeal from Notice Issued by the Building Official</u>. Any person affected by any notice which has been issued in connection with the enforcement of any provision of this ordinance applicable to the park by the Building Official, may request and shall be granted a hearing on the matter before the Planning and Zoning Commission; provided that the person shall file within ten (10) days after the date of the notice being served in the office of the Building Official, a written petition requesting such hearing and setting forth a brief statement of the ground therefor. The filing of such request for hearing shall operate as a stay of the notice and/or the suspension, except in the case of an order issued under Section 2.6(e) of this ordinance. Upon receipt of such petition, the Building Official shall forward such petition to the City Clerk who shall request the Planning and Zoning Commission to set a time and place of the hearing and shall give the petitioner written notice thereof. At the hearing, the petitioner shall be given an opportunity to be heard and to show such notice as to why it should be modified or withdrawn.

(D) <u>Hearing; Order</u>. After the hearing, the Building Official shall implement the decision of the Planning and Zoning Commission by issuing an order in writing sustaining, modifying or withdrawing the refusal, which order shall be served as provided in Section 2.6(a) of this Ordinance. Upon failure to comply with an order by the Building Official sustaining or modifying a decision thereof, the occupancy permit and the license of the park affected by the order shall be revoked.

(E) Order without Notice. Whenever the Building Official finds that an emergency exists which requires immediate action to protect the public health or safety, he may without notice or hearing issue an order reciting the existence of the emergency and requiring that action be taken as he may deem necessary to meet the emergency. Notwithstanding any other provisions of this Ordinance, the order shall be effective immediately. Any person to whom an order is directed shall comply with it immediately, but upon written petition to the Building Official shall be afforded a hearing within ten (10) days. The provisions of Section 2.6(a) of this ordinance shall be applicable to the hearing and the order issued thereafter.

2.7 Development Permit.

(A) Subsequent to a license being issued for the operation of a "Mobile Home Park" an application shall be made to the Building Official for a development construction permit. The application shall provide the minimum information:

- (1) Name and address of the applicant;
- (2) Location and legal description of the park;
 - (a) To this application shall be attached three (3) copies of a site plan, at a minimum scale of 1 inch = 200 feet, for sites of 30 acres or more, and at a minimum scale of 1 inch = 100 feet for sites under 30 acres.
- Construction detail plans for water, sewer, streets and drainage, to include profiles for each activity;
- (4) Detailed plans for buildings to be constructed within the park;
- (5) Such other information as the Building Official may deem necessary to effectively evaluate the proposed construction within the "Mobile Home Park."

Part 3. - Minimum Standards

3.1 Mobile Home Parks.

Each "Mobile Home Park," in addition to any other standards set forth herein or in other portions of this Code, shall conform to and comply with the following minimum standards:

(A) <u>Location</u>. A mobile home park shall be located only on sites having a zoning classification of MH as defined in the Zoning Ordinance of the City of Belton.

(B) <u>Park Area</u>. Each mobile home park shall be planned for and shall provide a minimum of two (2) acres in area.

(C) <u>Density</u>. Each mobile home park shall not exceed an overall density of twenty (20) mobile home sites per acre.

(D) <u>Private Streets and Parking</u>. Private streets shall be provided and shall extend continuously from the public street right-of-way so as to provide suitable access to all mobile home sites and other facilities or uses permitted in the mobile home park as well as provided adequate connection to future streets at the boundaries of the mobile home park property line. Private streets shall meet the following standards:

- (1) An internal street or common access route shall be provided to each space. The street shall have a minimum widith of thirty (30) feet and off-street parking is to be provided at a ratio of two (2) parking spaces for each mobile home space. On-street parking shall be permitted on only one (1) side of the street. Each parking space shall be hard surfaced with all-weather material and located to eliminate interference with access to parking areas provided for other mobile homes and for public parking in the park. The internal streets shall be provided with a cul-de-sac having a minimum radius of fifty (50) feet. No internal street ending in a cul-de-sac shall exceed six hundred (600) feet in length.
- (2) If the park is constructed with internal streets having a width of thirty-six (36) feet or more off street parking shall be provided on each mobile home space at a ratio of two (2) parking spaces for each mobile home space. On-site parking shall be permitted on both sides of the street. Each parking space shall be hard surfaced with all-weather material and located to eliminate interference with access to parking areas provided for other mobile homes and for public parking in the park.
- (3) Within each mobile home park, all streets shall be named, and mobile homes numbered to conform with block numbers on adjacent public streets. All street name signs and house numbers shall be of reflective material. These street signs shall be of a color and size contrasting with those on public streets. These signs and numbers shall be of standard size and placement to facilitate location by emergency vehicles.

- (4) Interior streets shall intersect adjoining public streets at approximately ninety (90) degrees and at location which will eliminate or minimize interference with traffic on those public streets.
- (5) A minimum parking area of one hundred fifty (150) square feet per mobile home space shall be provided in a common area for storage of boats or vehicles in excess of two (2) per mobile home space, and for visitors' vehicles, to minimize on-street parking and to facilitate movement of emergency vehicles into and through the park.

(E) <u>Useable Open Space</u>. A minimum of eight percent (8%) of the gross site area for the mobile home park shall be set aside as open space or as common use areas for open or enclosed recreational facilities. No mobile home site, street right-of-way, storage area or utility site shall be taken into consideration in satisfying the eight percent (8%) open space or common use area requirement.

- (1) Extent. Recreation areas and facilities, such as playgrounds, swimming pools and community buildings shall be provided which in the judgement of the park licensee or agent will meet the anticipated needs of the clientele which the park is designed to serve. Provision of separate adult and tot lot recreation areas is encouraged.
- (2) Size of Recreation Area. Not less than eight percent (8%) of the gross site area of the park shall be devoted to recreational facilities, generally provided in a central location. In large parks, this may be decentralized.

Recreation areas include space for community buildings and community use facilities such as adult recreation and child play areas, swimming pools and drying yards, but not including vehicle parking areas.

- (3) <u>Playground Location</u>. When playground space is provided, it shall be so designated and shall be protected from traffic, thoroughfares and parking areas. Such space shall be maintained in a sanitary condition and free of safety hazards.
- (F) Access and Traffic Circulation and Parking.
 - Internal streets, no parking area signs and street name signs shall be privately owned, built and maintained. Streets shall be designed for safe and convenient access to all spaces and to facilities for common use of park residents.
 - (2) Internal streets shall be kept open and free of obstruction in order that police and fire vehicles may have access to any areas of the park. The Police Department shall be authorized to issue citations for the violation of the provisions hereof and to remove and impound offending vehicles.

(3) All internal streets shall be constructed to specifications established by the City Council and shall be maintained by the owner or agent free of holes and other hazards.

(G) <u>Street lighting</u>. Street lighting within the park shall be provided along all internal streets. Light standards shall have a height and spacing to insure an average illumination level of not less than 0.2 foot candles shall be maintained.

- (H) Fire Safety Standards.
 - (1) Storage and handling of liquified petroleum gases. In parks in which liquified petroleum gases are stored and dispensed, their handling and storage shall comply with requirements of the City Plumbing and Fire Codes, as applicable.
 - (2) Storage and handling of flammable liquids. In parks which gasoline, fuel oil or other flammable liquids are stored and/or dispensed, their handling and storage shall comply with the City Fire Code.
 - (3) <u>Access for fire fighting</u>. Approaches to all mobile homes shall be kept clear for fire fighting.
 - (4) <u>Fire fighting instruction</u>. The park owner or agent shall be responsible for the instruction of his staff in the use of the park fire protection equipment and in their specific duties in the event of fire.
- (I) Water Supply Facilities for Fire Department Operations.
 - (1) Water supply facilities for Fire Department operations shall be connected to the City public water supply system unless a special exception is granted by the City Council to use a private water supply system. If a private supply is utilized for service to the park, the private supply must be adequate both for domestic requirements and for fire fighting requirements established by the City. The adequacy of the water supply for fire fighting requirements shall be determined by the Fire Marshal. If the mobile home park owner and agent utilize a private water supply, it shall have sufficient volume and pressure so that the City water supply will not be required for fire fighting.
 - (2) The park owner shall provide standard City of Belton fire hydrants located within five hundred (500) feet of all spaces, measured along the driveways or streets. Fire hydrants will be subject to periodic inspection by the City Fire Department. It shall be the responsibility of the park licensee to insure that the fire hydrants in need of immediate repair shall be repaired in a satisfactory manner within twenty-four (24) hours. Non-emergency repairs shall be made within seven (7) days.

- (J) Disposal of Rubbish.
 - The park licensee or agent shall provide an adequate system of collection and safe disposal of rubbish, approved by the Fire Marshal and the City Health Officer.
 - (2) The park licensee or agent shall be responsible for maintaining the entire area of the park free of dry brush, leaves and weeds.
- (K) Water Supply.
 - (1) An accessible, adequate, safe and portable supply of water shall be provided in each park. Connection shall be made to the public supply of water unless special exception is granted by the City Council to use a private water supply system. If a private supply is utilized for service to the park, the private supply shall be adequate for both domestic requirements and for fire fighting requirements established by the City.
 - (2) Water distribution system
 - (a) The water supply system of the park shall be connected by pipes to all mobile homes, buildings and other facilities requiring water.
 - (b) All water piping, fixtures and other equipment shall be constructed and maintained in accordance with State and City regulations and requirements.
 - (3) Individual water riser pipes and connections shall be in accordance with requirements of the City Plumbing Code, as applicable.

(L) <u>Sewage Disposal</u>. From and after the effective date of the Ordinance, the following shall apply:

- (1) <u>General Requirements</u>. Every mobile home, public washroom and public bathrooms shall be connected to the City's sanitary sewer by the owner of the premises in the most direct manner possible and with a separate connection for each mobile home or building.
- (2) <u>Sewer Lines</u>. All sewer lines shall be constructed, and of materials in accordance with the City Plumbing Code, as applicable.

- (3) Individual sewer connections. Each mobile home shall be provided with at least four (4) inch diameter sewer riser pipe. The sewer riser pipe shall be so located on each stand that the sewer connection to the mobile home drain outlet will approximate a vertical position.
 - (a) The sewer connection to the mobile home from the sewer riser pipe and any other sewer connections shall be in accordance with the requirements of the City Plumbing Code, as applicable.
 - (b) All materials used for sewer connections shall be in accordance with the City Plumbing Code, as applicable.
 - (c) Provision shall be made for plugging the sewer riser pipe when no mobile home occupies the space. Surface drainage shall be diverted away from riser.

(M) Electrical Service.

- The wiring, fixtures, equipment and appurtenances of every electrical wiring system shall be installed and maintained in accordance with applicable codes and regulations.
- (2) Each electric mobile home shall have a grounded weatherproof receptacle with one hundred (100) amperes (120/240 V.) per mobile home lot.

Circuit breakers should be in a convenient place and outlet receptacles should be twenty-five (25) feet to overcurrent protection devices.

All exposed noncurrent carrying metal parts of mobile homes and all other equipment shall be grounded by means of an approved grounding conductor with branch circuit conductors or other approved method of grounded metallic wiring. The neutral conductor shall not be used as an equipment ground for mobile homes.

(N) Service Building and Other Community Service Facilities.

- <u>General</u>. The requirements of this Section shall apply to service buildings, recreation buildings and other community service facilities such as:
 - (a) Management offices, repair shops and storage area;
 - (b) Sanitary facilities;
 - (c) Laundry facilities;
 - (d) Indoor recreation areas; and
 - (e) Commercial uses supplying essential goods or services for the benefit and convenience of park occupants.

(2) Structural requirements for buildings.

- (a) All portions of the structures shall be properly protected from damage by ordinary uses and by decay, erosion, termites and other destructive elements. Exterior portions shall be of such materials and be so constructed and protected as to prevent entrance or penetration of moisture and weather, and to comply with all applicable Codes of the City of Belton.
- (b) All rooms containing sanitary or laundry facilities shall:
 - Have sound-resistant walls extending to the ceiling between male and female sanitary facilities. Walls and partitions around showers, bathtubs, lavatories and other plumbing fixtures shall be constructed of dense, non-absorbent, waterproof materials or covered with moisture resistant materials;
 - (2) Have at least one (1) window or skylight facing directly to the outdoors. The minimum aggregate gross area of windows for each required room shall be not less than ten percent (10%) of the floor area served by them; and
 - (3) Have at least one (1) window which can be opened easily, or mechanical device which will adequately ventilate the room.
- (c) Toilets shall be located in separate compartments equipped with self-closing doors. Shower stalls shall be of the individual type. The rooms shall be screened to prevent direct view of the interior when the exterior doors are open.
- (d) Illumination levels shall be maintained as follows:
 - (1) General seeing tasks five (5) footcandles;
 - (2) Laundry room work area forty (40) footcandles; and
 - (3) Toilet room, in front of mirrors forty (40) footcandles
 - (4) Hot and cold water shall be furnished in every lavatory, sink, bathtub, shower and laundry fixture; and cold water shall be furnished to every water closet and urinal.
 - (5) <u>Heating</u>. Service buildings shall be maintained at a comfortable temperature by heating equipment permitted by City regulations, between October 1 and May 1.

- (3) <u>Barbecue pits, fireplaces, stoves and incinerators</u>. Cooking shelters, barbecue pits, fireplaces, wood-burning stoves and incinerators shall be so located, constructed, maintained and used as to minimize fire hazards and smoke nuisance both on the property on which used and on neighboring property. No open fire shall be permitted except in the facilities provided. No open fire shall be left unattended. No fuel shall be used and no material burned which emits dense smoke or objectional odors.
- (0) Refuse and Garbage Handling.
 - The storage, collection and disposal of refuse in the park will be so conducted as to create no health hazards, rodent harborage, insect breeding areas, accident or fire hazards or air pollution.
 - (2) Centrally located refuse containers having a capacity of three (3) cubic yards or larger shall be provided. Such containers shall be so designed as to prevent spillage, container deterioration and to facilitate cleaning around them. Such containers shall be of a commercial type with lids and shall be approved by the Director of Public Works.
 - (3) Refuse and garbage shall be removed from the park at least twice each week.
 - (4) The licensee or agent shall insure that containers at spaces are emptied regularly and maintained in a usable, sanitary condition.

(P) <u>Insect and Rodent Control</u>. Grounds, buildings and structures shall be maintained free of insect and rodent harborage and infestation. Extermination methods and other measures to control insects and rodents shall conform with the requirements of the City Health Officer.

- Parks shall be maintained free of accumulation of debris which may provide rodent harborage or breeding places for flies, mosquitos and other pests.
- (2) The growth of brush, weeds and grass shall be controlled to prevent harborage of noxious insects or other pests.

(Q) <u>Fuel Supply and Storage</u>. From and after the effective date of this Ordinance, the following shall apply:

- (1) Natural gas system.
 - (a) Natural gas piping systems shall be installed underground and maintained in accordance with applicable codes and regulations governing such systems.
 - (b) Each space provided with piped gas shall have a cap on the outlet when not in use to prevent accidental discharge of gas, and shall be in accordance with the City Plumbing Code, as applicable.

- (2) Liquified petroleum gas system. Liquified petroleum gas systems shall be installed only if an available natural gas system is more than one thousand (1000) feet from the park. The liquified petroleum gas system shall be maintained in accordance with applicable codes of the City governing such systems and regulations of the Texas Railroad Commission pertaining thereto.
- (R) Miscellaneous Requirements.
 - (1) Responsibilities of the Park Management.
 - (a) All responsibilities set out elsewhere in this Article.
 - (b) The licensee or his agent shall operate the park in compliance with this and other applicable ordinances and shall provide adequate supervision to maintain the park, its facilities and equipment in good repair and in a clean and sanitary condition.
 - (c) The licensee or his agent shall notify park occupants of all applicable provisions of this Article and inform them of their duties and responsibilities under this Article.
 - (d) The licensee or his agent shall maintain a register of park occupancy which shall contain the following information:
 - (1) Name and address of park residents.
 - (2) Mobile home registration data, including make, length, width, year of manufacture and identification number.
 - (3) Location of each mobile home within the park space or lot number and street address.
 - (4) Dates of arrival and departure.
 - (e) A new register shall be initiated on January 1 of each year, and the old register be retired but shall be retained on the premises for at least three (3) years following the retirement. Registers shall be available for inspection at all reasonable times by an official of the City of Belton whose duties may necessitate access to the information contained therein.
 - (2) Responsibilities of Park Occupants.
 - (a) All responsibilities set out elsewhere in this Article.
 - (b) The park occupant shall comply with all requirements of this Article and shall maintain his space, its facilities and equipment in good repair and in a clean and sanitary condition.

- (c) The park occupant shall be responsible for proper placement of his mobile home in its stand and proper installation of all utility connections in accordance with the instructions of the park management.
- (d) Skirting, porches, awnings and other additions when installed shall be maintained in good repair. The use of space immediately underneath a mobile home for storage shall be permitted only under the following conditions:
 - The storage area shall have a base of impervious material.
 - (2) Stored items shall not interfere with the underneath inspection of the mobile home.

3.2 Mobile Home Sites.

Each "Mobile Home Site," in addition to any other standards set forth herein or in other portions of this Code, shall conform to and comply with the following minimum standards:

(A) <u>Space Requirements</u>. Each mobile home site shall provide a minimum area of 3500 square feet.

(B) <u>Sites per Acre</u>. There shall not be more than a maximum of ten
 (10) sites per acre based on the overall park.

- (C) Open Space Requirements.
 - The minimum front yard setback shall be ten (10) feet from the nearest corner of the mobile home to the front line of the mobile home space.
 - (2) No mobile home shall be closer than ten (10) feet to any property line nor closer than twenty-five (25) feet to the property line adjoining a public street.
 - (3) For other structures on each site, the minimum front yard setback shall be at least ten (10) feet.
 - (4) The minimum distance between mobile homes at any point shall be twenty (20) feet.
- (D) Height Regulations.
 - The height limit for any structure intended for occupancy in the mobile home park shall be thirty-five (35) feet.
 - (2) The average height of the mobile home frame above the ground elevation, measured at 90 degrees to the frame, shall not exceed three (3) feet.

(E) <u>Soil and Ground Cover</u>. Exposed ground surfaces in all parts of every mobile home park shall be paved, covered with stone screening or other solid material, or protected with a vegetative growth that is capable of preventing soil erosion and of eliminating dust. Parks shall be so maintained as to prevent the growth of noxious weeds detrimental to health. Open areas shall be maintained free of heavy undergrowth of any description.

(F) <u>Drainage</u>. The ground surface in all parts of a park shall be graded and equipped to drain all surface water in a safe, efficient manner.

(G) <u>Design and Location of Storage Facilities</u>. Unless provided in current mobile home models, storage facilities with a minimum capacity of 200 cubic feet per mobile home site, may be provided on the space, or in compounds located within the mobile home park. Where provided, storage facilities shall be designed in a manner that will enhance the appearance of the park and shall be faced with masonry, porcelainized steel, baked enamel, steel or other material equal in fire resistance, durability and appearance. Storage outside the perimeter walls of the mobile home shall be permitted if in the facilities.

(H) <u>Mobile Home Stand</u>. Each site shall contain a stand with an area approximately one-third of the mobile home area to provide firm foundation and anchoring facilities that will not move in the event of frost, poor drainage, etc. This stand shall be made of reinforced concrete, well-compacted gravel, bituminous concrete, or natural surface rock. To insure against natural hazards such as tornados, high winds, and electrical storms, anchors, connectors, and piers and footings shall be provided at each stand.

(I) <u>Anchorage</u>. All anchorage shall withstand 4,800 pounds of pull per ten foot length of mobile home. Cables should be able to withstand an equal amount of tension.

- (1) <u>Cross section</u>. Auger or deadman, six inch in diameter, arrowhead eight inches.
- (2) <u>Depth</u>. Auger or arrowhead, four feet, deadman five feet.
- (3) Anchor rod shall be at least five-eighths (5/8) inches in diameter with welded eye at top and shall be hooked into concrete when used in deadman anchor.
- (4) Anchors in slabs shall equal above in pull resistance.
- (5) Arrowhead anchors. Regularly at twenty foot intervals.

(J) <u>Connectors</u>. Connectors shall be made of materials and/or sizes as outlined belows:

 Galavanized or stainless steel cables: three-eighths (3/8) inches (7x7, seven strands of seven wires each).

- (2) Galvanized aircraft cable one-fourth (1/4) inches (7x19, seven strands of nineteen wires each)
- (3) <u>Steel strap</u>. One and one-fourth (1-1/4) inches by 0.35 inches, galvanized with tensioning device.
- (4) Cable ends. Secured by two U-bolt clamps.
- (5) <u>Steel rods</u>. Five-eighths (5/8) inches with ends welded closed to form an eye.
- (6) <u>Turnbuckles</u>. Five-eighths (5/8) inches drop forged with closed eyes or other tensioning devices of equivalent strength.

(K) <u>Piers and Footings Requirements</u>. The location and design of piers and footings shall satisfy the following standards:

- Shall be spaced at ten foot intervals on both framerails with end ones no further than five feet from the end of mobile home.
- (2) Shall have footings of solid concrete, sixteen inches by sixteen inches by four inches.
- (3) Shall have piers of standard eight inches by eight inches by sixteen inches concrete block.
- (4) Shall have treated trim shingles which may be used for leveling.

(L) <u>Skirting Requirements</u>. Each mobile home placed upon a site for thirty (30) days or longer shall be skirted; that is, the space between the outside walls of the mobile home and its foundation pads shall be enclosed with coated marine plywood, aluminum or equivalent solid materials.

1.1 Types of Facilities Allowed.

Only the following types of facilities and resulting uses shall be allowed in a "Mobile Home Park:"

- (A) Mobile home as defined herein.
- (B) Management headquarters as an accessory use.

(C) Recreational facilities, toilets, showers, coin-operated laundry facilities, and other uses and structures customarily incidental to the operation of a mobile home park are permitted as accessory uses to the park subject to the following restrictions:

- Such facilities and services shall be restricted in their use to occupants of the mobile home park.
- (2) Such facilities and services shall present no visible evidence from any street outside the park of their commercial character which would attract customers other than occupants of the park.
- (3) The structures housing such facilities shall not be located closer than seventy-five (75) feet to any public street and shall not be directly accessible from any public street, but shall be accessible only from streets within the park.

CITY OF BELTON FEE & RATE SCHEDULE (Effective January 1, 2020)

Sec. 2-29 Lena Armstrong Public Library Fees (Ordinance #2019-42)

Sec. 2-29	Lena Armstrong Public Library Fees (Ordinance #2019-42)	
	Book Sales	\$0.25-\$5.00 or donation; older books at market value
	Lost/Damaged	
	Adult Books	Replacement cost + processing fee (\$1.00 for materials)
	Children's Books	Replacement cost + processing fee (\$1.00 for materials)
	Temporarily Out of Circulation	\$5.00 per item
	Copies/Prints:	
	Black & White	\$0.20 per page
	Color	\$0.50 per page
	Fax Service	\$0.20 per page
	Ear Buds	\$1.00 per item
	Scanning:	¢0.20 per page
	Print/Email	\$0.30 per page
	Edit	\$2.00 per page
	Interlibrary Loan	Postage cost
	Library Card	First one is free; replacement cards are \$3.00 each
	Proctor Exams (Print/Fax)	\$5.00 each
	Publication of Information	Library provided complimentary copy of publication
	Publication of Photographs	Library provided complimentary copy of publication in which photograph appears
	Research	Fees for copies, actual postage cost and personnel cost
	DVDs:	
	Late	\$0.50 per day
	Damaged	Replacement cost
Sec. 3-29	Limitation on Number of Animals (Ordinance #2007-26)	
	Permit fee for animals in excess of limitation	\$25.00 per year
Sec. 4-33	Building Permit Fees (Ordinance #2019-42)	
	New Residential Construction	\$0.10 per sf
	New Commercial Construction	\$0.15 per sf
	Certificate of Occupancy	\$60.00
	GIS Fee (input subdivision, utilities, infrastructure)	\$25.00
	Multiple Units (2 or more units)	\$10.00 per unit fee additional
	Reinspection Fee	\$35.00
	Reschedule Inspection Fee	\$35.00
	Technology Fee	\$10.00
	Residential/Commercial Remodel/Additions:	
	0-1,000 sf	\$85.00
	Each additional 1,000 sf	\$25.00 per additional 1,000 sf or portion thereof
	Accessory Building (No Electrical, No Plumbing)	\$60.00
	Accessory Building (With Electrical, Plumbing, Etc.)	\$60.00 + Subcontractor Fees for Electrical, Plumbing, Etc.
	Demolition by Owner (Ordinance #2014-39)	
	Basic Permit	\$60.00 + \$300.00 cash deposit or \$1,000.00 surety bond
	Demolition by City (Ordinance #2010-38)	
	Equipment Cost	\$200.00 per hour per piece of City equipment (includes operator) + 20% of disposal costs
		(2 hour minimum)
	Additional Personnel Cost	\$50.00 per hour per City employee
	Fence Permits (Ordinance #2014-39)	
	Basic Permit	\$35.00
	Roof Permits (Ordinance #2015-44)	····
	Basic Permit	\$35.00
	House Moving Permits (Ordinance #2014-39)	\$33.00
	Basic Permit	\$110.00 + \$300.00 cash deposit or \$1,000 surety bond
	Moving In Permits (Mobile Home Installation) (Ordinance #2014-39)	\$110.00 + \$500.00 cash deposit of \$1,000 safety bolid \$110.00
	Contractor Registration (Ordinance #2017-22)	\$50.00 per calendar year
	(excludes State Licensed Electrical Contractors and State Licensed	
	Plumbing Contractors in accordance with State Law)	
	Sign Permits (Ordinance #2017-22)	
	On Premises	\$60.00
	Off Premises	\$1,010.00
	Portable/Temporary	\$35.00
	Working Without a Building Permit	Double the Permit Fee

	Basic Building Permit Fee - Electrical	\$35.00 + fees below
	Per 100 Amps	\$10.00
	110 Circuits	\$4.00
	220 Circuits	\$5.00
	Equipment Motors (1/2 to 50 HP)	\$12.00
	Equipment Motors (over 50 HP)	\$25.00
	Signs	\$15.00
	Temporary Pole	\$20.00
	Pool Bonding/Grounding	\$10.00
	Mobile Home	\$20.00
	Meter Loop/Service Charge	\$20.00
	Reinspection Fee	\$35.00
	Reschedule Inspection Fee	\$35.00
	Reschedule inspection ree	233.00
Sec. 4-206	Building Permit Fees - Plumbing (Ordinance #2014-39)	
	Basic Building Permit Fee - Plumbing	\$35.00 + fees below
	Per Fixture	\$5.00
	Backflow Prevention Assembly	\$10.00
	Water Heater	\$5.00
		\$6.00
	Gas System (up to 5 outlets)	
	Per Added Outlet	\$1.00 \$1F 00
	Grease Recovery Device	\$15.00
	Lawn Sprinkler System (per head)	\$1.00
	Sewer/Water Yard Line	\$5.00
	Gas Test	\$5.00
	LPG Tank (Propane) Installation	\$25.00 per tank
	Reinspection Fee	\$35.00
	Reschedule Inspection Fee	\$35.00
Sec. 4-227	Building Permit Fees - Swimming Pools (Ordinance #2014-39)	
	Above Ground	\$35.00
	In Ground	\$85.00
	Commercial/Institutional	\$110.00
Sec. 4-351	Building Permit Fees - Mechanical (Ordinance #2017-22)	
	Basic Building Permit Fee - Mechanical	\$35.00 + fees below
	Each Heating Unit	\$20.00
	Each Refrigeration Unit	\$20.00
	Replacement of Heating or Refrigeration Unit	\$20.00
	Modification of System (per air opening)	\$1.00
	Each Commercial Vent Hood	\$15.00
	Each Commercial Refrigeration System	\$7.00
	Any Commercial Work Requiring Inspection But Not Listed Above	\$15.00
	Any Residential Work Requiring Inspection But Not Listed Above	\$15.00
	Reinspection Fee	\$35.00
	Reschedule Inspection Fee	\$35.00
	-	
Sec. 5-3	Hazardous Materials & Major Incident Response Fees (Ordinance #2017-22)	
	Engine	\$160.00 per hour, 1 hour minimum
	Command Vehicle	\$100.00 per hour, 1 hour minimum
	Police Vehicle	\$100.00 per hour, 1 hour minimum
	Other (Public Works, barricades, etc.)	\$100.00 per hour, 1 hour minimum
	Additional Personnel	\$50.00 per hour, 1 hour minimum
	City Supplied Water (as determined by calculation pumping time and rate)	\$5.50 per 1,000 gallons
	Ambulance Standby	\$160.00 per hour
	Bulldozer (includes operator)	\$100.00 per hour, 2 hour minimum
	Backhoe (includes operator)	\$100.00 per hour, 2 hour minimum
	Dump Truck (includes operator)	\$100.00 per hour, 2 hour minimum
	Sand (per cubic yard) Other Approved Absorbant as peeded (required	\$25.00, minimum 3 yards
	Other Approved Absorbent as needed/required	Actual cost + 10%
	Other Items Necessary to Control/Contain Incident	Actual cost + 10%
	Disposal of Debris	Actual cost + 10%
	Disposal of Debris Damaged Fire Hose	Actual cost + 10%
Sec. 6-16	Disposal of Debris Damaged Fire Hose Fire Inspection Fees (Ordinance #2017-22)	Actual cost + 10%
Sec. 6-16	Disposal of Debris Damaged Fire Hose Fire Inspection Fees (Ordinance #2017-22) Blasting Permit (per job/address)	Actual cost + 10% \$800.00 per 100' section + shipping and handling
Sec. 6-16	Disposal of Debris Damaged Fire Hose Fire Inspection Fees (Ordinance #2017-22) Blasting Permit (per job/address) One Day Permit	Actual cost + 10% \$800.00 per 100' section + shipping and handling \$50.00
Sec. 6-16	Disposal of Debris Damaged Fire Hose Fire Inspection Fees (Ordinance #2017-22) Blasting Permit (per job/address) One Day Permit Each Additional Day	Actual cost + 10% \$800.00 per 100' section + shipping and handling \$50.00 \$25.00
Sec. 6-16	Disposal of Debris Damaged Fire Hose Fire Inspection Fees (Ordinance #2017-22) Blasting Permit (per job/address) One Day Permit	Actual cost + 10% \$800.00 per 100' section + shipping and handling \$50.00

Fireworks

Outdoor Public Display	\$75.00
Insurance Requirement	\$300,000.00
Indoor Public Display (ground burst)	\$75.00
Insurance Requirement	\$300,000.00
Fuel Tanks	
Installation	\$50.00 per tank
Removal	\$30.00 per tank
Tank Test	\$20.00 per tank
Line Test	\$20.00 per tank
Hospital/Nursing Homes	\$150.00 annual fee
Day Care Centers	
Less Than 50 Children	\$70.00 annual fee
50 to 100 Children	\$150.00 annual fee
Foster Home, Family Care, Boarding Home, Other, Etc.	\$50.00
Pre-Inspection Permits for Open Burning	\$25.00
Carnival/Circus Safety Inspection	\$250.00
Tent Inspections	\$25.00
Fire Alarm Certification	
12,000 sf and under	\$150.00
Over 12,000 sf	\$250.00
Fire Flow Certification	\$100.00
Sprinkler Certification	
12,000 sf and under	\$150.00
Over 12,000 sf	\$250.00
Commercial Vent Hood Inspection	\$50.00
Reinspection Fee	\$75.00
*Other Permits	\$50.00
*Other Inspections	\$50.00
Reinspection Fee (separate)	\$50.00

of \$25.00 plus total amount of time utilized in plan review, code research, inspection(s) and documentation.

Sec. 8-71

Curbside	\$17.34 per month
Curbside Additional Container	\$6.18 per month per additional container
Door-to-Truck Service	\$37.98 per month
Door-to-Truck Service Additional Container	\$12.36 per month per additional container
The monthly charge for multiple residential units (apartments,	duplexes, etc.), shall be the number of residential dwelling units multiplied by the rate for the type of
service provided.	
Replacement Recycling or Trash Container	\$70.00 per cart
hepiacement heeyening of mash container	
	led to the customer. Only one replacement container will be provided per 18-month period. The replacement charge will be ap
If the cart is stolen or missing, one free replacement cart will be provid	led to the customer. Only one replacement container will be provided per 18-month period. The replacement charge will be ap Carts damaged by the customer will result in the replacement charge. The City reserves the right to charge for replacement

Sec. 8-72

Solid Waste Collection Rates - Small Commercial Cart Collection (Ordinance #2019-55) (Effective January 1, 2020)

Once Per Week Service	\$42.15 per cart per month	
Commercial Cart Collection Additional Cart	\$6.18 per additional cart per month	
Replacement Recycling or Trash Container	\$70.00 per cart	
If the cart is stolen or missing, one free replacement cart will be provided to the customer. Only one replacement container will be provided per 18-month period. The replacement charge will be a		
for any additional replacement container within the 18-month period. Carts damaged by the customer will result in the replacement charge. The City reserves the right to charge for replacement		
containers if the City determines there is a pattern of abuse, neglect or loss. A stolen conta	ainer must be reported to the Utility Billing Department.	

Sec. 8-74 Brush Collection (Ordinance #2018-28) (Load is defined as 6 cubic yards of brush.)

Residential Garbage Customers	\$3.00 per month	
A maximum of 6 CY per week per residential address is included in the n	nonthly fee.	
Excess Brush Fee for residential garbage customers	\$50.00 per load over the initial 6 CY	
Residential out-of-cycle brush collection as requested	\$50.00 per load picked up	
Non-Native Brush Collection	\$50.00 per load picked up	
Non-Residential Customers Within City Limits as requested	\$50.00 per load picked up	

Sec. 10-40 Vehicle Towing, Impoundment and Wrecker Rotation List (Ordinance #2018-28)

Annual Tow Service Permit and Inspection	\$50.00
Each Additional Wrecker Permit	\$25.00 per year
Annual Storage Facility Permit and Inspection	\$50.00
Maximum Fees Allowed to be Charged by Tow Companies:	
Non-Consent Tow	\$130.00
Incident Management Fee	\$130.00
Winching/Overturn Fee	\$75.00
Dolly Use Fee	\$50.00

	Deep-Water Recovery Fee	\$200.00
	Storage Fee	\$20.00 per day
	Cleanup Fee for Large Debris	\$65.00 per hour
	Waiting Fee	\$65.00 per hour
	Fuel Surcharge	10% of total fees excluding storage and waiting fees
	Driveshaft Removal Fee	\$50.00
	Specialized Equipment Fees for Towing and Cleanup	Reasonable hourly rates per industry standard OR actual rates paid by tow service to third
		party vendor + 10%
Sec. 11-17	Alcoholic Beverage Permits (Ordinance #70687-1)	
Sec. 11-17	Fees equal to one-half of the State Fee	
	rees equal to one-han of the state ree	
Sec. 11-60	Massage Establishment (as authorized by a SUP under Section 33.14, Item 19 o	f Zoning Ordinanco) Liconco Eco (Ordinanco #2002 41)
Jec. 11-00	Annual Fee For Each Establishment	\$1.000.00
		\$1,000.00
Sec. 11-61	Massagist Business (as authorized by a SUP under Section 33.14, Item 19 of Zor	ning Ordinance) Permit Fee (Ordinance #2002-41)
500.11.01	Annual Fee	\$500.00
		\$505,00
Sec. 11-108	Peddlers, Solicitors, Itinerant Merchants Permit Fee (Ordinance #2016-34)	
	30-Day License Fee (not mobile food vendors)	\$100.00
	One or more agents - license fee above plus \$10.00 for each agent or employee	
	12-Month Mobile Food Vendor Permit	\$100.00
Sec. 11-117	Garage Sale Permit Fee (Ordinance #081391-1)	
	Garage Sales, Limited to 3 Per Year	\$5.00 per sale
		· · · · · · · · · · · · · · · · · · ·
Sec. 11-143	Boarding Home Permit Fee (Ordinance #2016-10)	
	Permit to Operate a Boarding Home	\$1,000.00
	Renewal of Permit to Operate a Boarding Home	\$1,000.00 per year
	Reinspection Fee	\$50.00 per inspector, per hour for each reinspection after first inspection
Sec. 12-1	Mobile Home Park Fees (Ordinance #2019-55)	
	License to Operate a Mobile Home Park	\$100 + \$10 per space up to a maximum of \$300 per year
	Transfer of License for Mobile Home Park	\$100.00
Sec. 15-50	Park Permit/Reservation Fee (Ordinance #2019-42)	
Sec. 15-50	Park Facilities (resident in City limits)	\$50.00 per day
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident)	\$75.00 per day
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors)	
sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities:	\$75.00 per day
sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo	\$75.00 per day
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion	\$75.00 per day
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion Heritage Park Lions Pavilion	\$75.00 per day
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion Heritage Park Lions Pavilion Heritage Park HEB Pavilion	\$75.00 per day
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion Heritage Park Lions Pavilion Heritage Park HEB Pavilion Park Event	\$75.00 per day
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion Heritage Park Lions Pavilion Heritage Park HEB Pavilion Park Event Confederate Park, Yettie Polk Park, Heritage Park, Chisholm Trail Park	\$75.00 per day \$25.00 per hour, per attendant
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion Heritage Park Lions Pavilion Heritage Park HEB Pavilion Park Event	\$75.00 per day \$25.00 per hour, per attendant \$250.00 per day + \$200.00 clean-up deposit
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion Heritage Park Lions Pavilion Heritage Park HEB Pavilion Park Event Confederate Park, Yettie Polk Park, Heritage Park, Chisholm Trail Park Commercial/Ticketed Events	\$75.00 per day \$25.00 per hour, per attendant
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion Heritage Park Lions Pavilion Heritage Park HEB Pavilion Park Event Confederate Park, Yettie Polk Park, Heritage Park, Chisholm Trail Park Commercial/Ticketed Events Non-Ticketed Events	\$75.00 per day \$25.00 per hour, per attendant \$250.00 per day + \$200.00 clean-up deposit \$100.00 per day + \$200.00 clean-up deposit
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion Heritage Park Lions Pavilion Heritage Park HEB Pavilion Park Event Confederate Park, Yettie Polk Park, Heritage Park, Chisholm Trail Park Commercial/Ticketed Events Non-Ticketed Events Vendor Electricity	\$75.00 per day \$25.00 per hour, per attendant \$250.00 per day + \$200.00 clean-up deposit \$100.00 per day + \$200.00 clean-up deposit
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion Heritage Park Lions Pavilion Heritage Park HEB Pavilion Park Event Confederate Park, Yettie Polk Park, Heritage Park, Chisholm Trail Park Commercial/Ticketed Events Non-Ticketed Events Vendor Electricity Splash Pad Pavilions	\$75.00 per day \$25.00 per hour, per attendant \$250.00 per day + \$200.00 clean-up deposit \$100.00 per day + \$200.00 clean-up deposit \$50.00 additional
Sec. 15-50	Park Facilities (resident in City limits) Park Facilities (non-resident) Park Attendant Fee (park events with vendors) Available Facilities: Yettie Polk Park Gazebo Confederate Park Western Pavilion Heritage Park Lions Pavilion Heritage Park HEB Pavilion Park Event Confederate Park, Yettie Polk Park, Heritage Park, Chisholm Trail Park Commercial/Ticketed Events Non-Ticketed Events Vendor Electricity Splash Pad Pavilions Park Facilities (resident in City limits)	\$75.00 per day \$25.00 per hour, per attendant \$250.00 per day + \$200.00 clean-up deposit \$100.00 per day + \$200.00 clean-up deposit \$50.00 additional \$50.00 per 3 Hour Time Block - Friday through Sunday: **
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	separate agreement)
Continental Baseball Field	No fee: first come, first served
Griggs Baseball Field	No fee: first come, first served
Heritage Park Practice Baseball Field	No fee: first come, first served
Neighborhood Recreational or Scrimmage Play:	
Lions Park Softball Field	No fee: by reservation only (limit 1 scrimmage per 7 days, 3-hour maximum)
outh League Play: The following facilities are available for league play for yc	outh sports organizations through a separate agreement with City.
Heritage Park Baseball Complex	\$500.00 clean-up deposit per organization AND
Heritage Park Soccer Complex	\$5.00 per player fee per organization per season (effective January 1, 2013)
Chisholm Trail Park Softball Complex	see above
Jaycee Baseball Field	see above
Adult League Play: The following facilities are available for adult league play	through a separate agreement with the City, subject to availability and maintenance
requirements of the requested facilities.	
Chisholm Trail Park Soccer Complex	\$375.00 fee per registered league team per season + \$500.00 clean-up deposit AND
Heritage Park Soccer Complex	\$5.00 per player fee per organization per season (effective January 1, 2013)
Fournament Play: Tournaments may be held by organizations that do not ha	ve a separate agreement with the City from Friday afternoons at 5:00 p.m. to Sunday evenings
at 8:00 p.m. Applicants are limited to 3 events per year, per complex. R	Requests must be submitted at least two weeks prior to a proposed event. All field rentals
	nd availability. All field preparations will be the responsibility of the renter.
Heritage Park Baseball Complex	\$1,000.00 + \$500.00 clean-up deposit
(5 fields, bleacher seating, restrooms and concession)	
Heritage Park Soccer Complex	\$750.00 + \$500.00 clean-up deposit
(4 fields, restrooms and concession)	
Chisholm Trail Park Softball Complex	\$750.00 + \$500.00 clean-up deposit
(3 fields, bleacher seating, restrooms and concession)	
Jaycee Baseball Field	\$250.00 + \$500.00 clean-up deposit
(1 field, bleacher seating, restrooms and concession)	
Light Fee	\$25.00 per hour, per complex
Harris Community Center Rental Rates (Policies Amendment 07/13/2015)	
Belton residents and businesses located inside the Belton city limits ma	ay contract with the Center at 90% of the listed regular rates.
Room (Capacity)	Maximum Rate Charged - 8 hours
Evans (220)	\$300.00 deposit + \$200.00 for first 2 hours (minimum); \$75 each additional hour
Kinchion (55)	\$200.00 deposit + \$150.00 for first 2 hours (minimum); \$25 each additional hour
Simpson (40)	\$175.00 deposit + \$75.00 for first 2 hours (minimum); \$25 each additional hour
Smith (32)	\$150.00 deposit + \$50.00 for first 2 hours (minimum); \$20 each additional hour
McGee (17)	\$150.00 deposit + \$50.00 for first 2 hours (minimum); \$20 each additional hour
Kitchen	\$75.00 rental fee, no deposit
Entire Center (364)	\$500.00 deposit + \$650 for first 4 hours (minimum); \$150 each additional hour
Audio/Visual Equipment (Evans Only)	\$50.00
Off-Duty Officer(s) will be required at events with alcohol present. Rate:	s will be based on current fees listed in this document regarding off-duty police and
reserve officers.	
Discounts:	
Belton Business/Resident Discount (in City limits)/Military	10% Rate Reduction PROMO CODE: COB
Monday Thru Thursday Rental	20% Rate Reduction PROMO CODE: MT
Civic Clubs/Non-Profits (proof required) M-Th only	20% Rate Reduction PROMO CODE: NP
Recreational Class Fees (Instructors)	30% to City; 70% to Instructor (Ordinance #2012-30)

Sec. 20-78 Driveway Permit Fee (Ordinance #2014-39)

Basic Permit/Inspection	\$60.00 + \$25.00 per additional approach
Reinspection Fee	\$60.00

Sec. 20-153 Small Cell Nodes Fee (Ordinance #2017-45)

Network Nodes	\$250.00 per network node site per year
Node Support Poles	\$250 per pole per year
Transport Facility	\$28 per transport facility per month

Sec. 22-132 Special Events Fees (Ordinance #2014-39)

\$50.00 per event

Sec. 23-136 Water Deposits (Ordinance #2014-39)

Single Family Residential and Commercial:	
3/4" and 5/8"	\$100.00
1"	\$100.00
1.5"	\$100.00
2"	\$450.00
3"	\$550.00
4"	\$650.00
6"	\$850.00
8"	\$1,200.00
Multifamily Residential	\$40.00 per unit (\$6,000 maximum)
Outside City Limits	1.25 times the in-City rate
Damaged Meter Repair Fee	Actual cost + 10%

	Tampering with Water Meter	\$500.00
	Tampering with Fire Hydrant	\$1,250.00
Sec 22-127	Water Tapping Fees (Ordinance #2019-42)	
560. 25-157	Contractor Installed	\$200.00 (does not include the meter, but includes inspection)
	Meter must be purchased only from City of Belton at the fees stated below:	
	Meters up to 1"	\$450.00
	Meters Over 1"	Meter Cost + 10% + equipment
		@ \$100.00/hour/piece of equipment + labor
		@ \$25.00/employee/hour
		Note: Meters 1.5" and up will require strainers
	City Installed:	
	Meters up to 1"	<u> </u>
	Meter Only Install Tap with No Street Cut	\$450.00 \$1,000.00
	Tap with Street Cut	\$1,400.00
	Cut-in Tee on Existing Line for Irrigation Meter	\$750.00
	Meters Over 1"	Meter Cost + 10% + equipment
		@ \$100.00/hour/piece of equipment + labor
		@ \$25.00/employee/hour
		Note: Meters 1.5" and up will require strainers
	Fire Line Tap Fees	\$250.00 per diameter inch
	Technology Fee (both Contractor and City Installations)	\$10.00
	Note: All prices shown are applicable for water meter relocations.	
	Source Terring Food (Ordinance #2010 42)	
	Sewer Tapping Fees (Ordinance #2019-42) Contractor Installed	\$300.00
	City Installed:	\$500.00
	4" Sewer Tap - No Street Cut	\$800.00
	4" Sewer Tap - With Street Cut	\$1,200.00
	Sewer Taps Larger Than 4"	Larger of \$800.00 OR materials + 10%, equipment and labor (charged at \$100.00
		per hour per piece of equipment and \$25.00 per employee per hour)
	Technology Fee (both Contractor and City Installations)	\$10.00
	Note: All prices shown are applicable for sewer cleanout relocations.	
Sec 22 129	Construction Water Meter Fees (Ordinance #2018-28)	
Jet. 23-130	Rental	\$100.00 per month
	City will provide valve on the hydrant meter for use by the hydrant meter renter. U	
	of \$1,250 per occasion.	
	Water Cost	\$3.70 per 1,000 gallons
	Meter Relocation Fee	\$25.00
	Construction Meters	\$2,500.00 refundable deposit
Sec. 23-139	Utility Disconnect, Reconnect and Leak/Overflow/Stoppage Fees (Ordinance #201	·
	Normal Hours - Water Reconnect After Hours (after 4:30 p.m., before 7:30 a.m., weekends and holidays)	\$20.00
	Water Meter Turn Off	\$25.00
	Water Meter Turn On	\$25.00
	Water Leak Check; Issue on Private Side of Meter	\$25.00
	Sewer Overflow/Stoppage Check; Issue on Private Side of Sewer	\$25.00
	Irrigation Meter Reactivation/Deactivation	\$20.00
Sec. 23-140	Transfer of Utility Service Fee (Ordinance #2008-32)	\$20.00
Sec. 22.444	New Service For (Ordinance #2000.22)	¢20.00
Sec. 23-141	New Service Fee (Ordinance #2008-32)	\$20.00
Sec. 23-151	Water Rates (Ordinance #2018-28)	
	0 - 2,000 Gallons	\$17.00 minimum
	Over 2,000 Gallons	\$3.70 per thousand gallons
Sec. 23-152	Water and Sewer Rates Outside the City (Ordinance #2004-25)	1.25 times the prevailing rate within the City
Sec. 23-154	Leak Rate (Ordinance #2012-30)	One-half the per 1,000 gallon rate in excess of the prior 12 months average
	Illegal Water and Sewer Taps (Ordinance #2019-42)	consumption, or comparable historical use for a particular month(s).
Sec 22 155		
Sec. 23-156		
Sec. 23-156	Illegal Water Tap Fees	Meter or hydrant tampering fee + assumed monthly hydrant meter rental if water
Sec. 23-156		Meter or hydrant tampering fee + assumed monthly hydrant meter rental, if water was used for construction + assumed water usage at a rate of 3 times the prevailing
Sec. 23-156	Illegal Water Tap Fees	
Sec. 23-156	Illegal Water Tap Fees	was used for construction + assumed water usage at a rate of 3 times the prevailing

Water Theft Using an Existing Tap and Using Water Without	
a Meter or Using a Bypass	\$2,000.00 per tap + all applicable fees listed above
Illegal Sewer Tap Fees	
Tap Sewer Line Without Authorization	\$2,000.00 per tap OR cost to repair line according to fees listed in Sec. 23-137,
The AAA shale Martha and Aada ahaa daadaa	whichever is greater
Tap Manhole Without Authorization	\$5,000.00 OR cost to repair manhole according to fees listed in Sec. 23-137,
	whichever is greater
71 Sewer Rates (Ordinance #2018-28)	
Class A	
0 - 2,000 Gallons	\$14.00 minimum
2,001 - 15,000 Gallons	\$5.00 per thousand gallons
Classes B, C & D	
0 - 2,000 Gallons	\$14.00 minimum
2,001 - 15,000 Gallons	\$5.00 per thousand gallons
	¢10.00
86 Late Fee (Ordinance #2014-39)	\$10.00
87 Returned Check Fee (Ordinance #2004-40)	\$30.00
38 Drainage Fee (Ordinance #2019-42 and #2016-32)	
Residential Property	
Number of Units:	
1	\$5.00 per monthly billing cycle per single family dwelling unit
2	\$5.00 per unit, \$10.00 total per monthly billing cycle
3	\$5.00 per unit, \$15.00 total per monthly billing cycle
4	\$5.00 per unit, \$20.00 total per monthly billing cycle
Other Property	
SF Range of Impervious Cover:	
250,000 SF and Over	\$200.00 per month
100,000 - 249,999 SF	\$100.00 per month
50,000 - 99,999 SF	\$50.00 per month
10,000 - 49,999 SF	\$20.00 per month
0 - 9,999 SF	\$10.00 per month
37 Irrigation System Permits (Ordinance #2014-39)	
Installation Permit	\$40.00 + fees below
Per Sprinkler Head	\$1.00
Backflow Prevention Assembly	\$10.00
Reinspection Fee	\$35.00
Reschedule Inspection Fee	\$35.00
7	
Zoning (Ordinance #2019-42) Rezoning	\$250.00
Specific Use Permit	\$250.00
Variance Request	\$100.00
Administrative Approvals (Zoning Variance)	\$50.00
Future Land Use Map Amendment	\$100.00
Subdivisions and Developments (Ordinance #2017-22) General Development Plan Review	\$200.00
Preliminary Subdivision Plat	\$250.00 + \$3.00 per lot + recording fees
Final Subdivision Plat	\$250.00 + \$3.00 per lot + recording fees
Preliminary 1-Lot Subdivision Plat	\$250.00 + \$10.00 per loc + recording lees
Final 1-Lot Subdivision Plat	\$250.00 + \$10.00 per acre + recording rees
Placing Traffic Control Devices and Street Name Signs	\$250.00 + \$10.00 per acre + recording tees \$275.00 for each sign assembly (typically includes pole, stop or yield sign and street name
Fracing frame control bevices and street name signs	sign.) Also applies to replacement signs due to accidents, theft or vandalism.
Material Testing Fee	Actual Costs + 10%
Park Land Dedication (Ordinance #2005-05)	\$200.00 per dwelling unit, as provided for in Section 517.05 of the Subdivision Ord.
Tree Penlacement Eee (Ordinanco #2016 25)	\$100.00 per diameter inch
Tree Replacement Fee (Ordinance #2016-25)	
Wireless Tower	¢150.00
Wireless Tower New Wireless Tower Construction	\$150.00
Wireless Tower	\$150.00 \$60.00 \$50.00

7

Miscellaneous Fees

Bound Publications (Ordinance #2016-34)		l
Budget	\$20.00	J

645D	645 00
CAFR	\$15.00
Charter	\$15.00
Comprehensive Plan	\$25.00
Design Manual Backs Strategic Master Plan	\$15.00
Parks Strategic Master Plan	\$15.00
Public Information Requests (Ordinance #2019-42)	
Accident Reports/Fire Incident Reports	\$5.00 per report
Other Requests (in accordance with Attorney General's current guidelines)	
Standard paper copies (up to 8.5x14) (no charge if total is less than \$1.00)	
Black and white	\$0.10 per page
Color	\$0.25 per page
(each side that has recorded information is considered a page)	
Nonstandard paper copies	
Oversized paper (11x17) black and white	\$0.50 per page
Oversized paper (11x17) color	\$0.75 per page
Specialty paper (mylar, blueprint, photographic)	actual cost
Electronic copies (email)	no charge
CD-ROM	\$1.00 each
DVD	\$3.00 each
Other Electronic Media	actual cost
Personnel Charge	
Programming Personnel	\$28.50 per hour
Other Personnel (labor to locate, compile, reproduce)	\$15.00 per hour (see City Clerk)
Overhead	20% of personnel charge (see City Clerk)
Computer Resource Charge	
Mainframe	\$10.00 per CPU minute
Midsize	\$1.50 per CPU minute
Client/Server	\$2.20 per hour
PC or LAN	\$1.00 per hour
Miscellaneous Supplies (labels, boxes, etc.)	actual cost
Remote Document Retrieval	actual cost
Postage/Shipping (if applicable)	actual cost
Credit Card Transaction Fee (if any)	actual cost
Fax Service	\$0.20 per page
Court Fees (amounts retained by the City) (Ordinance #2010-38)	20.20 hei haße
Teen Court Fee	\$50.00
	\$50.00 \$50.00
Community Service Fee (Adult/Juvenile)	\$30.00
Nuisance Abatement (Ordinance #2012-17)	
By City:	
Grass Mowing/Lot Cleanup (includes personnel)	\$100.00 per hour (2 hour minimum)
Debris Removal/Haul Costs	\$100.00 per hour per piece of City equipment (includes operator) + disposal cost +
	20% of disposal cost
Additional Personnel	\$25.00 per hour
By Vendor:	
Grass Mowing/Lot Cleanup/Debris Removal	actual cost + 20%
Credit Card Payments (Ordinance #2018-28)	
Credit Card Payments	4%
Internet Payments	4% + \$1.25 convenience fee
Other (Ordinance #2016-34)	
Historic Preservation Certificate of Appropriateness Application	\$50.00
(non-administrative)	
Right-of-Way Abandonment Application	\$100.00
Naming Policy: (Street Renaming and Facility Naming Policy Rev. June 11, 2013)	
Street Renaming Policy Application	\$150.00
City Facility Naming Application	\$75.00
Historic Landmark Designation Medallion Application Fee	\$100.00
Historic Placard Program Application Fee	\$100.00
Vehicle Impound Fee	\$10.00 per day
*Off-Duty Police	\$38.00 per hour (\$100.00 minimum) or actual overtime rate if contracted through City
*Off-Duty Fire Fighters	\$30.00 per hour (\$100.00 minimum) or actual overtime rate if contracted through City
*Ambulance Standby	\$100.00 per hour (in addition to off-duty personnel cost
*Patrol Unit Escorts:	
Educational Institutions Domiciled in Belton Other Institutions and Entities	per mile at prevailing City mileage rate \$25.00 per hour + actual personnel costs

*Employment and use of all off-duty public safety employees and vehicles shall be pursuant to the "Special Public Safety Services Policy" approved by the City Council.



Proposed Changes to FY 2020 Fee and Rate Schedule

Effective January 1, 2020

Sec. 8-71 Solid Waste Fees - Residential

Solid Waste Collection Rates - Residential	Current Rates	Proposed January 1, 2020 Rates
Curbside Trash and Recycling	\$17.16 per month	\$17.34 per month
Curbside Additional Cart	\$6.18 trash/\$5.62 recycling per month per additional cart	\$6.18 per month per additional cart
Door-to-Truck Service	\$28.80 per month	\$37.98 per month
Door-to-Truck Service Additional Cart	\$11.25 per month per additional cart	\$6.18 trash/\$12.36 recycling per month per additional cart

Sec. 8-72 Solid Waste Fees – Small Commercial

Solid Waste Collection Rates – Small Commercial	Current Rates	Proposed January 1, 2020 Rates
Curbside Trash and Recycling	\$37.10 per month	\$42.15 per month
Curbside Additional Cart	\$6.18 trash/\$5.62 recycling per month per additional cart	\$6.18 per month per additional cart

Sec. 12-1 Mobile Home Park License Fees

Fee Type	1982 Original Fee	Proposed Fee for January 1, 2020
Annual License Fee	\$10 + \$1 per space	\$100 + \$10 per space to a maximum of \$300
License Transfer Fee	\$10	\$100

Recommendation:

Adoption of the ordinance and corresponding Fee and Rate Schedule for FY 2020 effective on January 1, 2020.



Staff Report – City Council Agenda Item



Agenda Item # 12

Consider an ordinance amending the FY 2019 budget.

Originating Department

Finance – Susan Allamon, Interim Director of Finance

Background

The 2005 City Charter provides that budget amendments occur by ordinance. On June 25, 2019, Council approved an ordinance amending the FY 2019 budget for the following:

- An increase in refuse collection fee revenue and an increase in refuse collection contract expenditures of \$70,000 to adjust revenues closer to actual and cover the additional refuse contract expenditures due to greater than anticipated customer growth.
- An increase in the General Fund expenditure, 'Transfer to Debt Service Fund' and Debt Service Fund revenue, 'Transfer from General Fund' of \$105,500 to assist in the continued implementation of the City's tax rate management strategy in FY 2020.

The enclosed ordinance includes four budget amendments for FY 2019:

- An additional increase in the General Fund expenditure, 'Transfer to Debt Service Fund' and Debt Service Fund revenue, 'Transfer from General Fund' of \$45,000 to assist in the continued implementation of the City's tax rate management strategy in FY 2020.
- An increase in the General Fund insurance proceeds revenue and increase in Police Operations vehicle maintenance expenditures of \$6,500 to recognize reimbursements from insurance for vehicle repairs during FY 2019.
- An increase in Water & Sewer Taps and Connections revenue and an increase in water meter tap and materials expenditure of \$70,000 to adjust revenues closer to actual and to cover the additional expenditures related to greater than anticipated new water connections.
- An increase in the General Fund expenditure, 'Transfer to TDHCA Housing Rehab' of \$38,000 for the City match requirements for the current and previous Home Rehabilitation grant programs as approved by Council September 2015 and January 2018.

Fiscal Impact

See Ordinance

City Council Agenda Item November 12, 2019 Page 1 of 2 Budgeted: ____Yes _X__No

If not budgeted: ____Budget Transfer ___ Contingency _X_ Amendment Needed ___ Capital Project Funds

Funding Source(s): See ordinance

Recommendation

Recommend approval of the ordinance as presented.

Attachments

Proposed Ordinance

City Council Agenda Item November 12, 2019 Page 2 of 2

AN ORDINANCE AMENDING THE ANNUAL BUDGET OF THE CITY OF BELTON FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019.

WHEREAS, the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019, was duly adopted by the City Council of the City of Belton, pursuant to the Charter of the City of Belton; and

WHEREAS, the Charter of the City of Belton provides that to protect the public health, safety, welfare and resources of the City, and to fund and meet unanticipated conditions, the City Council may amend the budget at any time.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that said budget for the City of Belton for the fiscal year beginning October 1, 2018, be amended as follows:

REVENUES:

Description	Date	(General Fund	Water Sewer Fund	Ş	Debt Service Fund
Insurance Proceeds	FY 2019	\$	6,500			
Water Taps & Connections	FY 2019			\$ 70,000		
Transfer from General Fund	FY 2019				\$	45,000
Totals		\$	6,500	\$ 70,000	\$	45,000

EXPENDITURES:

					Water	
		(General	Sewer		
Description	Date		Fund		Fund	
Vehicle Maintenance	FY 2019	\$	6,500			
Water Taps & Materials	FY 2019			\$	70,000	
Transfer to Debt Service	FY 2019	\$	45,000			
Transfer to TDHCA Home Rehab	FY 2019	\$	38,000			
Totals		\$	89,500	\$	70,000	

PASSED AND APPROVED this the 12th day of November, 2019.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Budget Amendments

FY 2019 Budget

Insurance Proceeds



Budget neutral amendment

- Increase insurance proceeds revenue \$6,500
- Increase Police Operations vehicle maintenance expenditures \$6,500
- Align FY 2019 budget with projected revenues and expenditures



Tax Rate Management

Strategic Initiatives

- Increase the M&O portion of the tax rate while maintaining same top line tax rate
- Identify funding for major Council-identified initiatives of compensation and street maintenance

Funding

- Initial FY 2019 budget amendment transferred \$105,500 from the fund balance of the General Fund to the Debt Service Fund in June
- \$227,000 of fund balance is proposed to be utilized in FY 2020 to stabilize the Debt Service tax rate at \$0.0886 per \$100 of assessed value
- Additional transfer of \$45,000 to support the lower debt service rate today



Home Rehabilitation Grant Match

- Council approved resolutions authorized up to \$40,000 in grant match costs for each Home Grant application process
- September 2015 and January 2018 resolutions
- 4 new homes total:
 - Current homes scheduled for construction in the Spring:
 - · Relocation from Head Street to W Ave J
 - Relocation from East Street to E Ave D
 - Prior:
 - Neil Street
 - Pearl Street
- General Fund Transfer to TDHCA Home Rehab expenditures \$38,000

Water Taps

Budget neutral amendment

- Increase Taps & Connections revenue by \$70,000
- Increase Water Taps & Materials expenditures \$70,000
- Align FY 2019 budget with projected revenues and expenditures



Ordinance

REVENUES:

Description	Date	Gener Fund		5	Water Sewer Fund	Debt Service Fund
Insurance Proceeds	FY 2019	\$,500			
Water Taps & Connections	FY 2019			\$	70,000	
Transfer from General Fund	FY 2019					\$ 45,000
Totals		\$6	,500	\$	70,000	\$ 45,000

EXPENDITURES:

Description	Date	(General Fund	Water Sewer Fund
Vehicle Maintenance	FY 2019	\$	6,500	
Water Taps & Materials	FY 2019			\$ 70,000
Transfer to Debt Service	FY 2019	\$	45,000	
Transfer to TDHCA Home Rehab	FY 2019	\$	38,000	
Totals		\$	89,500	\$ 70,000

PASSED AND APPROVED this the 12th day of November, 2019.

Meeting of the Belton Employee Benefits Trust November 27, 2018 – 5:30 P.M.

The Belton Employee Benefits Trust met in regular session in the Wright Room at the Harris Community Center with the following members present: Chair Marion Grayson, Vice Chair Craig Pearson and Trustees David K. Leigh, Guy O'Banion, Wayne Carpenter, Dan Kirkley and John R. Holmes, Sr. Staff present included Sam Listi, John Messer, Gene Ellis, Amy Casey, Brandon Bozon, Erin Smith, Angellia Points, Matt Bates, Paul Romer, Bob van Til, Susan Allamon, Kim Kroll, Chris Brown, Judy Garrett, Charlotte Walker, Bruce Pritchard and Cynthia Hernandez.

1. <u>Call to order</u>. Chair Marion Grayson called the meeting to order at 6:36 p.m.

2. <u>Consider minutes of the City of Belton Employee Benefits Trust meeting dated</u> <u>October 24, 2017.</u>

Upon a motion by Trustee Kirkley and a second by Trustee O'Banion, this item was unanimously approved upon a vote of 7-0.

3. Consider action awarding contracts for employee insurance products.

Director of Finance Brandon Bozon explained that the City contracted with Scott & White Health Plan (SWHP) in 2014 and 2015 for employee health insurance. In 2016, the City awarded the contract for employee health insurance to Blue Cross/Blue Shield as a result of an RFP process. In 2017, the City once again contracted with Scott & White Health Plan as a result of an RFP process and renewed with them again in 2018. Mr. Bozon said that the City is pleased with Scott & White Health Plan.

Mr. Bozon explained that the FY2019 budget includes funding for up to a 12.5% increase in employee insurance premiums. SWHP's proposal, for employee-only mid premium is \$5,949 per employee, a 9.9% increase over last year's cost. The City's contribution, for plans other than employee only, is increasing to \$7,449 per employee, a 4.3% increase over last year's cost. The City's total cost for HDHP and HSA contributions will mirror those on the employee only mid plan, or match in total the City's contribution towards plans other than employee only.

Bozon summarized other recommended contract renewals as follows:

- The City's cost for HSA management will remain \$4/per month/per enrolled employee;
- MetLife's renewal for dental coverage is a decrease in premiums of approximately 3.5%, \$309.24 per employee;
- UTEAP's proposal for an employee assistance program (EAP) is at no change in premiums, \$20 per employee;

- Ochs for employee Basic Life/AD&D insurance is at a decrease in total City paid premiums of \$5,421 or 34.78% compared to the previous year (Lincoln Financial Group) with no change in benefit;
- Employee optional, employee cost:
 - Ochs Long Term Disability, 4-22% decrease in premiums depending on age.
 - Ochs Voluntary Life insurance, no change in premiums.
 - CBG renewal for employee optional policies is at no change in premiums.
 - United Health Care Vision insurance is at no change in premiums.

Mr. Bozon reminded the Trustees that the Trust has been established solely to avoid paying the premium tax. This saves the City approximately \$15,000 per year.

Trustee Leigh suggested the City consider self-insuring for some benefits. He believes specifically that dental insurance would be a good example.

Trustee Craig Pearson asked how the City's benefits compared with other cities. Mr. Bozon said Belton is one of the few cities that still has a fully funded plan, and the \$500 deductible is lower than most. Andrew Weegar of HUB International, the City's benefits consultant, said they conduct a benefit benchmarking study each year. He explained that Belton has very comparable benefits.

Trustee Leigh asked how many employees take advantage of the HSA. Mr. Weegar said, "A very small number." Mr. Bozon said it has been trending up, and he hopes to educate more employees on the advantages of the HSA in the coming years.

Upon a motion by Trustee Leigh, and a second by Trustee Pearson, the employee benefit contracts were approved upon a vote of 7-0.

4. <u>Adjourn.</u> Chair Grayson adjourned the Employee Benefits Trust meeting at 6:47 p.m.

Marion Grayson, Chair

ATTEST:

Amy M. Casey, City Clerk

Staff Report – Employee Benefit Trust Agenda Item



Agenda Item #3 of Employee Benefit Trust Meeting

Consider action awarding contracts for employee insurance products.

Originating Department

Finance – Susan Allamon, Interim Director of Finance Human Resources – Charlotte Walker, Director of Human Resources

Summary Information

Last year, and also in 2018, the City renewed its contract for employee health insurance with Scott & White Health Plan (SWHP). In 2017, the City awarded the contract for employee health insurance to SWHP as a result of an RFP process.

The City, through its benefits consultant, HUB International, prepared a Request for Proposals for medical and dental insurance. For medical, proposals were received from incumbent SWHP, as well as BCBS, Humana and United HealthCare. For dental, proposals were received from incumbent MetLife, as well as Ameritas, Axa, BCBS, Companion Life, Humana, Mutual of Omaha, Principal, The Standard, United Concordia, United HealthCare and UNUM.

Benefit Changes

Staff recommends continuing the funding of any health insurance plans covering more than the employee. It is proposed that the City maintain the current contribution level of funding for plans covering more than the employee at a flat rate of \$1,500 per year, over the cost of the employee only (POS2) plan. Continuing this plan provides budgets that are more predictable and will help sustain Belton's ability to fund 100% of employee premiums.

Fiscal Impact

- The FY 2020 budget included funding for up to a 10% increase in employee insurance premiums.
- Medical
 - SWHP's proposal offers no increase in premiums for 2020, and includes a 7% rate cap for 2021.

Employee Benefits Trust Agenda Item November 12, 2019 Page 1 of 3

- The City's contribution, for plans other than employee only, is \$7,449, which also represents no increase over last year's cost.
- The City's total cost for HDHP and HSA contributions will mirror those on the employee only POS2 plan, or match in total the City's contribution towards plans other than employee only.
- The City's cost for HSA management will remain at \$4/per month/per enrolled employee, with a minimum monthly charge of \$100.
- Dental: Principal is recommended to replace the current incumbent MetLife at an annual savings of \$13,535, for essentially the same plan coverage. In addition, they offer a 2-year rate guarantee, with a 7% rate cap in year 3.
- EAP: UTEAP's proposal for an employee assistance program (EAP) is at no change in premiums, with an annual rate of \$20 per employee. Rates are guaranteed through 2023.
- Basic Life/AD&D: Ochs is in a rate guarantee through 2023 for Life Insurance and through 2021 for Disability Insurance.
- Employee optional benefits at employee cost:
 - Ochs Long Term Disability, no change in premiums.
 - Ochs Voluntary Life insurance, no change in premiums.
 - o CBG renewal for employee optional, no change in premiums.
 - o United Health Care vision insurance, no change in premiums.

Amount:

The actual premiums paid during the course of the year will vary, according to the actual number of employees during the year, and the plans they choose. In addition, the City pays 50% of the saved premium to employees who are able to provide proof of other insurance coverage, typically through their spouse's employer's group plan. This monetary incentive serves to motivate employees to report such situations, rather than the City paying 100% of the premium for unneeded coverage.

- The City premium cost for all employee insurance (health, dental, EAP and life) for all 169 covered positions at 100% utilization would be approximately \$1,157,575 for calendar year 2020 based on the current distribution of plan types and tiers with the recommended City contribution rates.
- Given the City's renewal effective date of January 1, 2020, the nine months of the new premiums for the balance of FY 2020 is \$842,685 (Jan-Sept 2019), plus three months of old premiums of \$283,882 (Oct-Dec 2019), approximates maximum

Employee Benefits Trust Agenda Item November 12, 2019 Page 2 of 3 potential premiums of \$1,126,567 based on the current distribution of plan types and tiers, with the recommended City contribution rates.

- The FY 2020 budget includes funding of \$1,253,414 for all City employee insurance, which includes a projected 10% increase in premiums.
- We currently only have 144 employees on our plan, with 25 opting out of the City insurance plan(s). Those savings, plus vacancies occurring during the year, will create an additional gap between budgeted and actual costs.

Budgeted: X Yes ___ No

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

Funding Source(s): Funds for employee insurance programs will be transferred to the Employee Benefits Trust from City operating funds. Employee insurance premiums are included in the FY 2020 budgets for General Fund, Water & Sewer Fund, Drainage Fund, Hotel/Motel Fund and the BEDC.

Recommendation

- Recommend award of the contract for employee health insurance to Scott & White Health Plan as presented.
- Recommend award of the contract for dental insurance to Principal as presented.
- All other employee benefits offered are in a rate pass guarantee; therefore, recommending no change for these plans.

Attachments

Premium matrix - health and dental

Employee Benefits Trust Agenda Item November 12, 2019 Page 3 of 3

	City of Belton Medical - SWHP Monthly Rates for 2020											
		Cost		City		Employee		Per				
Tiers & Options		Per Month		Contribution		Cost		Pay Period				
POS1												
Employee Only	\$	437.43	\$	437.43	\$	-	\$	-				
Employee/Spouse	\$	1,093.58	\$	620.76	\$	472.82	\$	236.41				
Employee/Children	\$	787.36	\$	620.76	\$	166.60	\$	83.30				
Employee/Family	\$	1,312.30	\$	620.76	\$	691.54	\$	345.77				
POS2												
Employee Only	\$	495.76	\$	495.76	\$	-	\$	-				
Employee/Spouse	\$	1,239.43	\$	620.76	\$	618.67	\$	309.34				
Employee/Children	\$	892.39	\$	620.76	\$	271.63	\$	135.82				
Employee/Family	\$	1,487.32	\$	620.76	\$	866.56	\$	433.28				
<u>HDHP</u>												
Employee Only	\$	323.69	\$	495.76	\$	(172.07)	\$	(86.04)				
Employee/Spouse	\$	809.25	\$	620.76	\$	188.49	\$	94.25				
Employee/Children	\$	582.65	\$	620.76	\$	(38.11)	\$	(19.06)				
Employee/Family	\$	971.10	\$	620.76	\$	350.34	\$	175.17				

*Negative employee costs represent City contributions to HSA (Health Savings Account)

City of Belton Dental - Principal Monthly Rates for 2020										
		Cost		City		Employee	Per			
Tiers & Options	Per Month			Contribution		Cost		Pay Period		
<u>Standard</u>										
Employee Only	\$	21.48	\$	21.48	\$	-	\$	-		
Employee/Spouse	\$	42.75	\$	21.48	\$	21.27	\$	10.64		
Employee/Children	\$	52.79	\$	21.48	\$	31.31	\$	15.66		
Employee/Family	\$	78.31	\$	21.48	\$	56.83	\$	28.42		
Tiers & Options		Cost	City		Employee		Per			
		Per Month		Contribution		Cost		Pay Perod		
Standard Plus										
Employee Only	\$	21.82	\$	21.48	\$	0.34	\$	0.17		
Employee/Spouse	\$	43.46	\$	21.48	\$	21.98	\$	10.99		
Employee/Children	\$	59.04	\$	21.48	\$	37.56	\$	18.78		
Employee/Family	\$	87.60	\$	21.48	\$	66.12	\$	33.06		

City of Belton Vision - United Healthcare Monthly Rates for 2020									
	Emj	ployee	Per						
Tiers & Options	Cost	Monthly	Pay Period						
Employee Only			\$	4.56	\$	2.28			
Employee/Spouse			\$	8.65	\$	4.33			
Employee/Children			\$	10.16	\$	5.08			
Employee/Family			\$	14.28	\$	7.14			



Advocacy. Tailored Insurance Solutions. Peace of Mind



City of Belton Council Update

Andrew Weegar – Consultant

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Overview



This presentation summarizes the initial results of an RFP conducted by HUB International on behalf of the City of Belton to assess vendors to administer the following benefits effective January 1, 2020:

- Medical (Fully Insured)
- Dental (Fully Insured)

The RFP was conducted with the following objectives in mind:

- Aligns with the City's objectives and is supported by management;
- Demonstrated superior member service and claims processing;
- Ability to proactively meet the City's service needs;
- Willingness, experience and capability to effectively administer the programs;
- Support during the implementation process;
- Options to manage costs.

Health Plan Financials



Date	Subscribers	Medical Cost	Rx Cost	Total Cost	Premium Cost	Loss Ratio
18-Jan	139	\$47,605	\$11,338	\$58,943	\$82,261	71.7%
18-Feb	143	\$69,415	\$11,772	\$81,187	\$86,538	93.8%
18-Mar	142	\$47,985	\$10,228	\$58,213	\$85,262	68.3%
18-Apr	140	\$62,475	\$11,231	\$73,706	\$84,359	87.4%
18-May	139	\$80,746	\$8,927	\$89,673	\$83,457	107.4%
18-Jun	139	\$49,566	\$14,652	\$64,218	\$85,878	74.8%
18-Jul	142	\$26,263	\$12,581	\$38,844	\$86,482	44.9%
18-Aug	144	\$39,589	\$11,566	\$51,155	\$87,746	58.3%
18-Sep	138	\$52,473	\$13,957	\$66,430	\$83,941	79.1%
18-Oct	141	\$61,796	\$10,258	\$72,054	\$84,657	85.1%
18-Nov	141	\$54,662	\$12,896	\$67,558	\$84,884	79.6%
18-Dec	144	\$60,000	\$11,487	\$71,487	\$87,656	81.6%
Plan Year Total	141	\$652,575	\$140,893	\$793,468	\$1,023,121	77.6%
Per Capita		\$4,628	\$999	\$5,627	\$7,256	
19-Jan	141	\$47,386	\$8,461	\$55,847	\$89,571	62.3%
19-Feb	143	\$63,881	\$9,741	\$73,622	\$91,360	80.6%
19-Mar	142	\$60,699	\$11,835	\$72,534	\$91,360	79.4%
19-Apr	139	\$54,590	\$20,244	\$74,834	\$90,329	82.8%
19-May	139	\$97,334	\$9,243	\$106,577	\$90,329	118.0%
19-Jun	134	\$46,726	\$12,254	\$58,980	\$87,122	67.7%
19-Jul	136	\$37,754	\$9,524	\$47,278	\$88,009	53.7%
Plan Year Total (YTD)	139	\$408,370	\$81,302	\$489,672	\$628,080	78.0%
Annualized		\$700,063	\$139,375	\$839,438	\$1,076,709	
Annualized Per Capita		\$5,031	\$1,002	\$6,033	\$7,738	
\$ Difference from Prior Year		\$47,488	-\$1,518	\$45,970	\$53,588	
% Change from Prior Year		7%	-1%	6%	5%	
ant Turnhun Month Long Datio	40/					

Last Twelve Month Loss Ratio - 77.4%

2020 Medical RFP Responses – Plan Designs



	1	2	3	4	5	6
MEDICAL BENEFITS		Scott & White			UHC	
Carrier	Base Plan	Mid Plan	HSA Plan	Base Plan	Mid Plan	HSA Plan
	Current / Renewal	Current / Renewal	Current / Renewal	Proposed	Proposed	Proposed
Deductible					·	
In-Network	\$1,500 Ind./ \$3,000 Fam.	\$500 Ind./ \$1,000 Fam.	\$2,800 Ind./ \$5,600 Fam.	\$1,500 Ind./ \$3,000 Fam.	\$500 Ind./ \$1,000 Fam.	\$2,800 Ind./ \$5,600 Fam.
Non-Network	\$3,000 Ind./ \$6,000 Fam.	\$1,000 Ind./ \$2,000 Fam.	\$5,400 Ind./ \$10,000 Fam.	\$5,000 Ind./ \$10,000 Fam.	\$5,000 Ind./ \$10,000 Fam.	\$5,000 Ind./ \$10,000 Fam.
Out Of Pocket Max	Includes Deductible	Includes Deductible	Includes Deductible	Includes Deductible	Includes Deductible	Includes Deductible
In-Network	\$3,000 Ind. / \$6,000 Fam.	\$3,000 Ind. / \$6,000 Fam.	\$4,000 Ind. / \$8,000 Fam.	\$3,000 Ind. / \$6,000 Fam.	\$3,000 Ind. / \$6,000 Fam.	\$4,000 Ind. / \$8,000 Fam.
Non-Network	\$6,000 Ind. / \$12,000 Fam.	\$6,000 Ind. / \$12,000 Fam.	\$8,000 Ind. / \$16,000 Fam.	\$10,000 Ind. / \$20,000 Fam.	\$10,000 Ind. / \$20,000 Fam.	\$10,000 Ind. / \$20,000 Fam.
Coinsurance						
In-Network	80%	80%	80%	80%	80%	80%
Non-Network	60%	60%	60%	60%	60%	60%
Lifetime Max	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Emergency Room						
In-Network	\$250 Copay / 20%	\$200 Copay / 20%	Ded./ 20%	\$250 Copay / 20%	\$200 Copay / 20%	Ded./ 20%
Non-Network	\$250 Copay / 20%	\$200 Copay /20%	Ded./ 20%	\$250 Copay / 20%	\$200 Copay /20%	Ded./ 40%
Physician Office Visit				\$25 Copay , Child \$0 under	\$25 Copay , Child \$0 under	
In-Network	\$30 Copay	\$25 Copay	Ded./ 20%	age 19	age 19	Ded./ 20%
Non-Network	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%
Specialist Office Visit				Tior 1 - 625 Conny / 650	Tier 1 : \$25 Copay / \$50	
In-Network	\$30 Copay	\$50 Copay	Ded./ 20%	Tier 1 : \$25 Copay / \$50 Copay	Copay	Ded./ 20%
Non-Network	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%
Preventive Care	Ded./ 40/0	Ded./ 40/0	Deu./ 40/0	Deu./ 40/0	Ded./ 40/0	Ded./ 40/6
In-Network	100%	100%	100%	100%	100%	100%
Non-Network	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%
Urgent Care	DCd./ 40/0	Dea./ 40/0	Dea./ 40/0		Dcu./ 40/0	Dea./ 40/0
In-Network	\$75 Copay	\$75 Copay	Ded./ 20%	\$75 Copay	\$75 Copay	Ded./ 20%
Non-Network	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%
In-Patient Hospital		2001/ 10/0				
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%
Out-patient Hosptial						,
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%	Ded./ 40%
Prescriptions	1		Deductible, then			Deductible, then
Network Retail Pharmacy	\$5/\$25/\$50	\$5/\$25/\$50	\$5/\$25/\$50	\$10/\$25/\$50	\$10/\$25/\$50	\$10/\$25/\$50
Mail Order	\$10/50/\$100	\$10/50/\$100	\$10/50/\$100	\$25/\$62.5/\$125	\$25/\$62.5/\$125	\$25/\$62.5/\$125
90 Day Supply	natis 12.50/\$62.50/\$125	\$12.50/\$62.50/\$125	\$12.50/\$62.50/\$125			
Specialty Drugs	15%/15%/25%	15%/15%/25%	15%/15%/25%	\$10/\$25/\$50	\$10/\$25/\$50	\$10/\$25/\$50

2020 Proposed Total Rates



	_			1	2	3	4	5	6	7	8	9	
MEDICAL BENEFITS					Scott & White			Scott & White			UHC		
	Enr	ollm	nent	Base Plan	Mid Plan	HSA Plan	Base Plan	Mid Plan	HSA Plan	Base Plan	Mid Plan	HSA Plan	
Financials	в	м	н	Current	Current	Current	Renewal	Renewal	Renewal	Proposed	Proposed	Proposed	
Employee Only	0	73	11	\$437.43	\$495.76	\$323.69	\$437.43	\$495.76	\$323.69	\$495.10	\$497.30	\$338.31	
Employee + Spouse	0	4	0	\$1,093.58	\$1,239.43	\$809.25	\$1,093.58	\$1,239.43	\$809.25	\$1,237.76	\$1,243.26	\$845.78	
Employee + Children	22	11	3	\$787.36	\$892.39	\$582.65	\$787.36	\$892.39	\$582.65	\$891.16	\$895.12	\$608.95	
Employee + Family	8	2	1	\$1,312.30	\$1,487.32	\$971.10	\$1,312.30	\$1,487.32	\$971.10	\$1,485.31	\$1,491.91	\$1,014.94	
	30	90	15										
Total Enrollment		135											
Monthly Premium				\$27,820	\$53,939	\$6,280	\$27,820	\$53,939	\$6,280	\$31,488	\$54,106	\$6,563	
Annual Premium				\$333,844	\$647,270	\$75,356	\$333,844	\$647,270	\$75,356	\$377,856	\$649,273	\$78,758	
Combined Annual													
Premium					\$1,056,469			\$1,056,469			\$1,105,887		
\$ Change From													
Current					n/a			\$0			\$49,418		
% Change from													
Current					n/a			0.0%			4.7%		
Effective Date				01/01/19				01/01/20			01/01/20		
Network Name				Scott & White Health Plan			Sco	Scott & White Health Plan			Choice + Network		
Network Website					www.swhp.com			www.swhp.com			www.uhc.com		
AM Best Rating					А			А			A+		

Note: This is a brief summary and not intended to be a contract.

*7% Medical Rate Cap for 2021 Plan Year – Scott & White

2019 / 2020 Contributions



Plan			Employee Costs			
HSA	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee	15	\$323.69	\$323.69	100.0%	\$0.00	\$0.00
+ Spouse	0	\$485.56	\$297.07	61.2%	\$188.49	\$188.49
+ Children	3	\$258.96	\$258.96	100.0%	\$0.00	\$0.00
+ Family	1	\$647.41	\$297.07	45.9%	\$350.34	\$350.34
Premium Contributions	15	\$75,356	\$71,152	94.4%	\$4,204	
HSA Contributions		\$17,891	\$17,891	100.0%	\$0	
Total Contributions		\$93,246	\$89,042	95.5%	\$4,204	

Assumes \$2064.84 EE HSA Contibution

Assumes \$457.32 EE + Child(ren) HSA Contibution

Base Plan	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee	30	\$437.43	\$437.43	100.0%	\$0.00	\$0.00
+ Spouse	0	\$656.15	\$183.33	27.9%	\$472.82	\$472.82
+ Children	22	\$349.93	\$183.33	52.4%	\$166.60	\$166.60
+ Family	8	\$874.87	\$183.33	21.0%	\$691.54	\$691.54
Premium Contributions	30	\$333,844	\$223,474	66.9%	\$110,370	

Mid Plan	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Employee Contribution (\$)
Employee	90	\$495.76	\$495.76	100.0%	\$0.00	\$0.00
+ Spouse	4	\$743.67	\$125.00	16.8%	\$618.67	\$618.67
+ Children	11	\$396.63	\$125.00	31.5%	\$271.63	\$271.63
+ Family	2	\$991.56	\$125.00	12.6%	\$866.56	\$866.56
Premium Contributions	90	\$647,270	\$560,921	86.7%	\$86,349	

All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Total Contributions	135	\$1,074,360	\$873,437	81.3%	\$200,923

2020 Dental RFP Responses



			1	2	3	4	5	6
DENTAL BENEFITS			Ме	tLife	Met	Life	Prin	cipal
			Low Plan	High Plan	Low Plan	High Plan	Low Plan	High Plan
			Current	Current	Renewal	Renewal	Recommended	Recommended
Type I – Preventive Services	Enroll	ment	100%	100%	100%	100%	100%	100%
Waiting Period			none	none	none	none	None	None
Oral Examinations			Type I - 1 per 6 months	Type I - 1 per 6 months				
X-rays								
- Bite Wings Freqency			Type I - Adult/Children 1 per year	Type I - Adult/Children 1 per year	Type I - Adult/Children - 1 per year	Type I - Adult/Children 1 per year	Type I - Adult/Children - 1 per year	Type I - Adult/Children - 1 per year
Cleanings			Type I - 1 per 6 months	Type I - 1 per 6 months				
Topical Fluoride Treatment			Type I - 1 per year (to age 14)	Type I - 1 per year (to age 14)	Type 1 - 1 per year (to age 14)	Type I - 1 per year (to age 14)	Type I - 1 per year (to age 14)	Type I - 1 per year (to age 14)
Type II – Basic Services			80%	80%	80%	80%	80%	80%
Waiting Period			12 months / 6 months for fillings	12 months / 6 months for fillings				
X-rays			<u>y</u> =	<u>J</u> =	<u>J</u> =	<u>J</u>	<u>J</u> -	
- Full Mouth Frequency			Type II - 1 per 5 years	Type II - 1 per 5 years				
Periodontal Maintenance			Type II	Type II				
Sealants			Type II - 1 per tooth per 5 years (to age 16)	Type II - 1 per tooth per 5 years (to ahe 16)	Type II - I per tooth per 5 years (to age 16)	Type II - 1 per tooth per 5 years (to age 16)	Type II - 1 per 3 years on first and second molars (to age 14)	Type II - 1 per 3 years on first and second molars (to age 14)
Palliative Treatment (Relief of Pain)			Туре II	Туре II				
Fillings (Amaglam & Composite)			Туре II	Туре II				
Type III – Major Services			50%	50%	50%	50%	50%	50%
Waiting Period			24 months	24 months				
Type IV - Orthodontia				50%		50%		50%
Waiting Period			n/a	24 months	n/a	24 months	n/a	24 months
Orthodontia Lifetime Maximum			n/a	\$1,500	n/a	\$1,500	n/a	\$1,500
Orthodontia Eligibility			n/a	to age 19	n/a	to age 19	n/a	to age 19
Calendar Year Deductible			n/a	Applies to Type II & III	n/a	Applies to Type II & III	n/a	Applies to Type II & III
Individual			n/a	\$50	n/a	\$50	n/a	\$50
Family			n/a	\$50 per person	n/a	\$150	n/a	\$50 per person
Dental Annual Maximum			\$1,000	\$1,500	\$1,000	\$1,500	\$1,000	\$1,500
Waiting Period Applies to:			Late Entrants	Late Entrants				
UCR Out of Network Percentile			90th	90th	90th	90th	90th	90th
FINANCIALS- CURRENT	Low	High						
Employee Only	31	49	\$25.77	\$26.18	\$26.80	\$27.23	\$21.48	\$21.82
Employee + Spouse	2	14	\$51.29	\$52.15	\$53.34	\$54.24	\$42.75	\$43.46
Employee + Children	11	18	\$63.34	\$70.84	\$65.87	\$73.67	\$52.79	\$59.04
Employee & Family	10 14	9	\$93.96	\$105.11	\$97.72	\$109.31	\$78.31	\$87.60
Monthly Premium	14		\$2.537.79	\$4,234,03	\$2,639.25	\$4,403,48	\$2,115,17	\$3.528.74
Annual Premium			\$30,453.48	\$50,808.36	\$31,671.00	\$52,841.76	\$25,382.04	\$42,344.88
Combined Annual Premium				,262		,513	\$67	
\$ Change from Curret				n/a		251		,535)
% Change from Curret				n/a		%		7%
Rate Guarantee			1 Year. 6% R	ate Cap Year 2	1 Y	ear	2 Year, 7% Ra	te Cap Year 3

2020 Benefit Recommendations



Medical – Scott & White (Recommended)

Renewing with Scott & White is recommended for the 2020 plan year with no changes to rates OR plan designs. Though multiple vendors quoted this year, Scott & White was most competitive in terms of rates and plan designs. Additionally, Scott & White will provide the City a rate cap of +7% for the 2021 plan year. Regardless of plan performance, the highest increase the City will face in 2021 is +7%.

HUB reviewed alternative plan designs, however it is recommended to wait to make changes once the City is facing an increase to premiums. HUB will continue to provide plan design options for consideration on annual basis.

2020 Benefit Recommendations



Dental – Principal (Recommended)

A vendor change to Principal is recommended for the 2020 plan year. MetLife the incumbent presented a final rate increase of +4%, or \$3,251 for 1 year. Through negotiations, MetLife presented a -2% reduction to current rates. Principal provided the City a rate reduction of -17%, of \$13,535 compared to current rates. Additionally, Principal closely matched dental benefits and the network is a comparable network to MetLife. Though the network is in line, there may be some network provider disruption.

For their best and final offer, Principal presented the City with a rate guarantee for 2 years. Furthermore, the highest increase the City will see for year 3 is +7%.

2020 Benefit Recommendations



Other Lines of Coverage

- Vision (UHC) In rate guarantee until 1/1/2021
- Life / Disability (Ochs, Inc.) In rate guarantee until 1/1/2024 (Life Insurance) & 1/1/2022 (Disability Insurance)
- HSA (Flores & Associates) In rate guarantee until 1/1/2022
- Employee Assistance Program (UTEAP) Rate pass (guaranteed until 2024)

Thank you.

Staff Report – City Council Agenda Item



Agenda Item #13

Consider approval of funding for employee insurance contracts awarded by the Board of the Employee Benefits Trust, and authorizing the transfer of funds from the City's operating funds to the Employee Benefits Trust account.

Originating Department

Finance – Susan Allamon, Interim Director of Finance

Summary Information

The City Council must vote to approve funding for employee insurance plans for the 2020 calendar year, as approved by the Board of the Employee Benefits Trust.

The two step process of establishing benefits within the Employee Benefits Trust and then funding the Trust allows the City to achieve lower insurance premiums by making those premiums paid to insurers not subject to the Health, and Accident Insurance Premium tax levied by the state of Texas. The single nonprofit Trust allows the premiums paid to be exempted from the tax in accordance with Texas Insurance Code section 222.002(b)(5)(a), and because of that exemption, the taxes that would otherwise be charged to insurers under the code are not passed through to the City. The annual savings is approximately \$20,258.

Fiscal Impact

For FY 2020, nine months of the new premiums is \$842,685 (Jan-Sept 2020), plus three months of old premiums of \$283,882 (Oct-Dec 2019), approximates maximum potential premiums of \$1,126,567 based on the current distribution of plan types and tiers, with the recommended City contribution rates.

Budgeted: X Yes ___ No

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

Funding Source(s): Funds for employee insurance programs will be transferred to the Employee Benefits Trust from City operating funds. Employee insurance premiums are included in the FY 2020 budgets for General Fund, Water & Sewer Fund, Drainage Fund, Hotel/Motel Fund and the BEDC.

City Council Agenda Item November 12, 2019 Page 1 of 2

Recommendation

Recommend approval of funding for employee insurance contracts.

Attachments

None

City Council Agenda Item November 12, 2019 Page 2 of 2

Staff Report – City Council Agenda Item



Agenda Item #14

Receive a presentation and consider adopting the proposed Parks Master Plan for the expansion of Heritage Park.

Originating Department

Parks – Matt Bates, Director of Parks and Recreation

Summary Information

In May 2018, the City of Belton finalized the purchase of 85 acres of the old Leon Valley Golf Course adjacent to the existing Heritage Park. Soon after the purchase of the property, the Parks Board and City Staff began preparing for the development of Heritage Park by discussing current park needs and meeting with Special Interest Groups such as Belton Youth Baseball and Softball Associations, FC Belton, and Local Disc Golf Advocates.

In August 2019, City staff held a Community Input Meeting on future Heritage Park plans to allow citizens an opportunity to hear about the history of the site, along with the process the City would be going through to best develop the park to meet the community's needs. The Parks Board then met to establish key priorities for future Heritage Park development based on the existing 2016 Parks Strategic Master Plan priorities, meetings with special interest groups, and comments from the Community Input Meeting that would be presented at a Joint City Council and Parks Board meeting on Tuesday, August 27, 2019. Key priorities for Heritage Park presented by Parks Board include: increased restrooms, increased parking, open space recreation such as practice fields, trails, water recreation to include paddle trails, kayak dock and river access, fishing along the Leon River, reviving ponds along Park Lane to use for irrigation, stock with fish and fountains optional, a dog park, disc golf course, and a family/large pavilion. At the completion of the Joint City Council and Parks Board meeting, there was unanimous support for the priorities identified, and Staff began working with Covey Landscape Architects to bring the vision and priorities to life through a Park Master Plan that would include illustrative renderings and cost estimates.

The Parks Board met on November 4, 2019, and reviewed the proposed Master Plan and cost estimates. The plan is split into two phases: 'Phase I', which aims to identify high priority items that can be achieved in the near future with funding through the TIRZ, and 'Future Phases' which aim to complete the vision and concept of the Park Master Plan when funding becomes available. The Parks Board unanimously approved (5-0) a favorable recommendation to City Council for the Heritage Park Master Plan as presented, including the Phase I plan and Opinion of Probable Cost.

City Council Agenda Item November 12, 2019 Page 1 of 2 City Staff are working closely with Texas Parks and Wildlife on an upcoming Local Parks Non-Urban Outdoor Grant which offers up to \$750,000 in match funding for which Heritage Park is qualified. The City has applied for a waiver of retro-activity on the purchase price of the land that can be applied towards the City's required portion of the match. The deadline for grant application submission is December 4, 2019, with results anticipated in Spring 2020. Staff feels as though the Heritage Park Master Plan as presented provides for an extremely competitive grant application as it addresses Belton's top five outdoor recreational priorities as identified in the 2016 Parks Strategic Master Plan.

Fiscal Impact

Heritage Park Master Plan - Phase I: \$2,442,212.00 Park Lane including Utilities: \$1,841,808.38

Recommendation

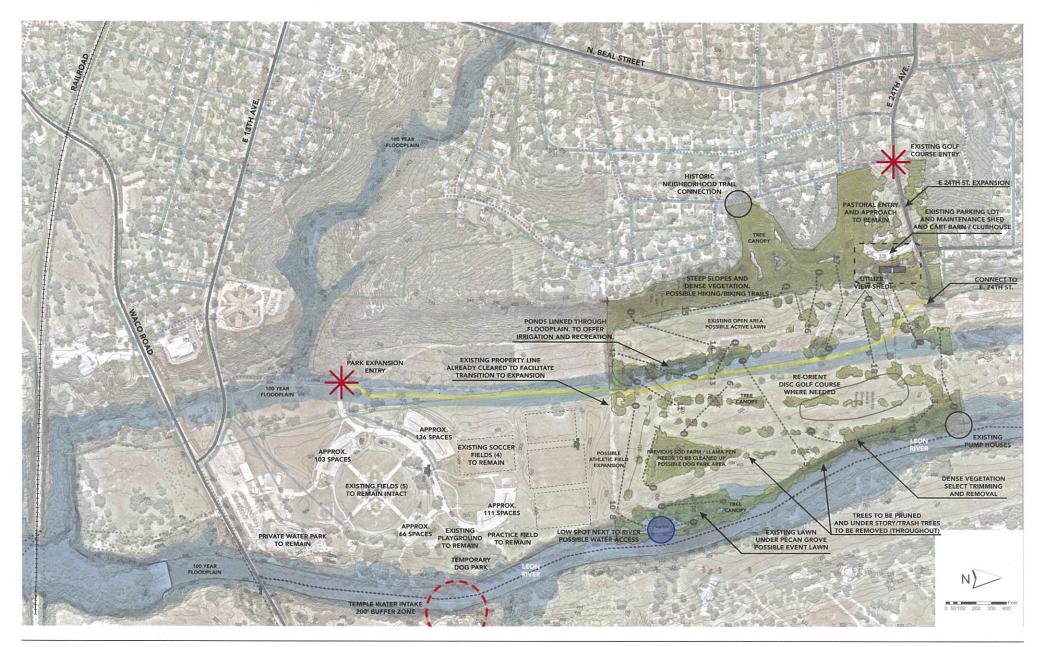
Recommend adoption of the Heritage Park Master Plan.

Attachments

Proposed Heritage Park Master Plan Proposed OPC for Phase I of the Heritage Park Master Plan Proposed OPC for Park Lane PowerPoint: TIRZ Funding Plan & TPWD Info

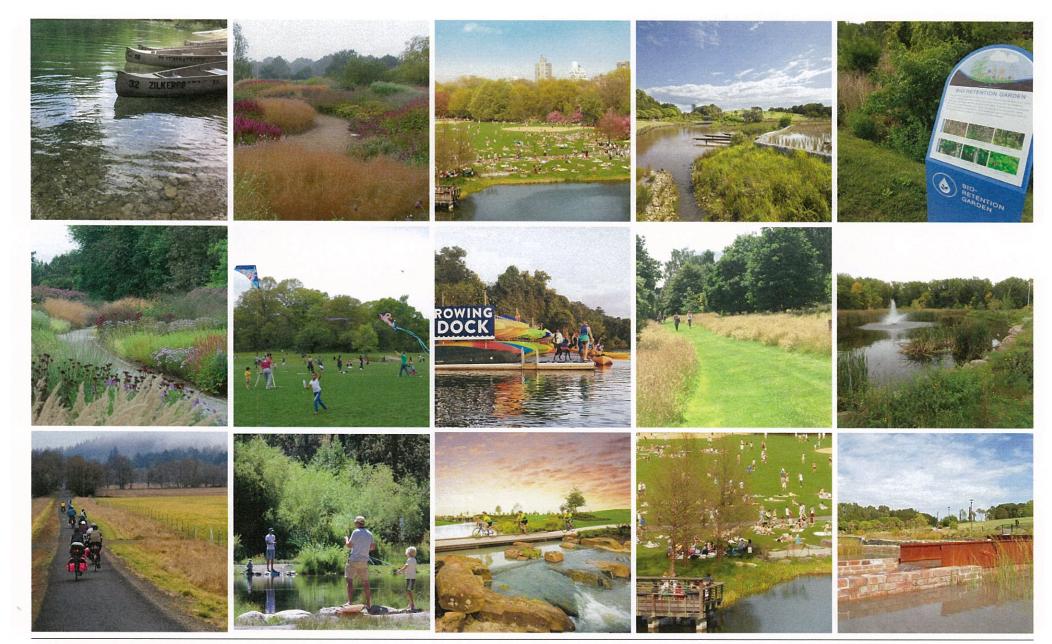
> City Council Agenda Item November 12, 2019 Page 2 of 2

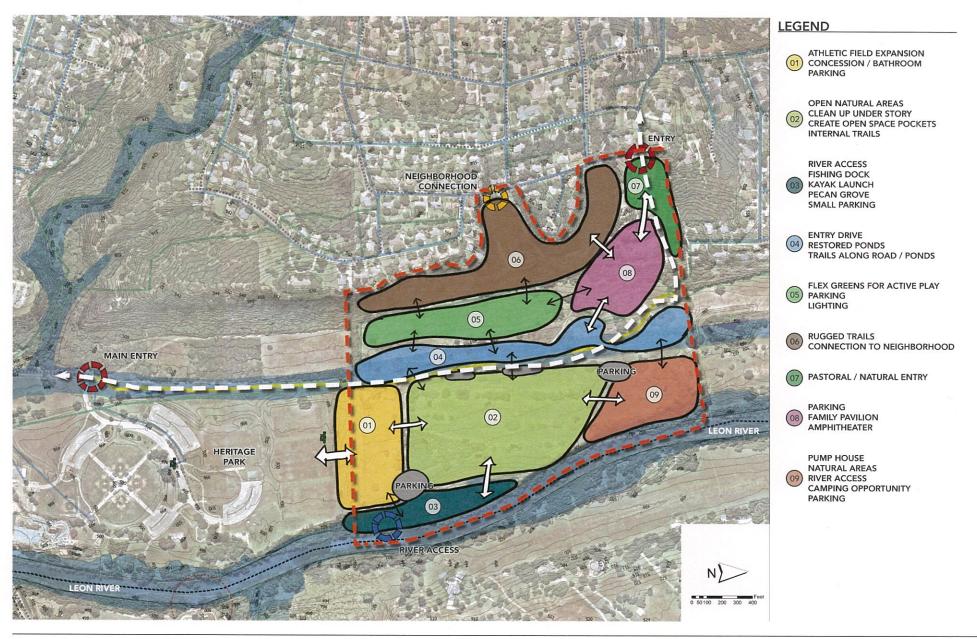


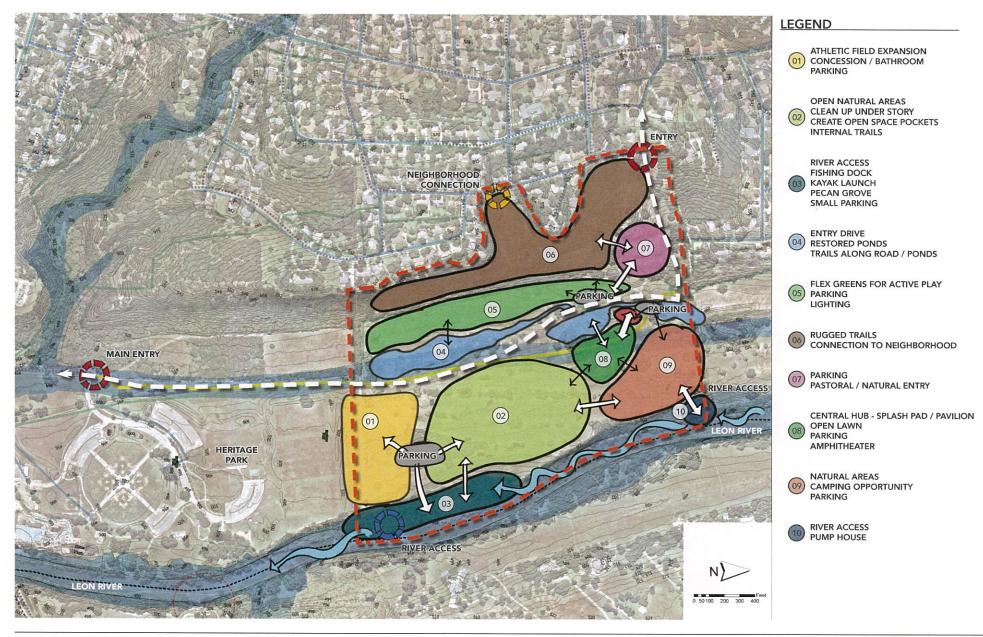




HERITAGE PARK MASTER PLAN | Site Photos











HERITAGE PARK MASTER PLAN Site Plan - Athletic Fields



HERITAGE PARK MASTER PLAN | Site Plan - River Corridor

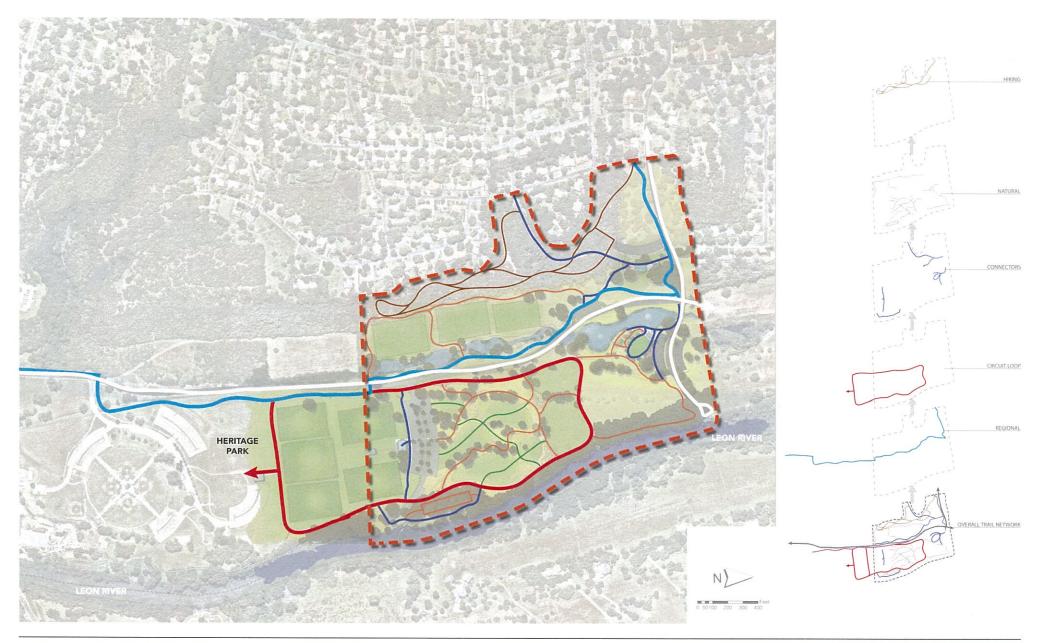


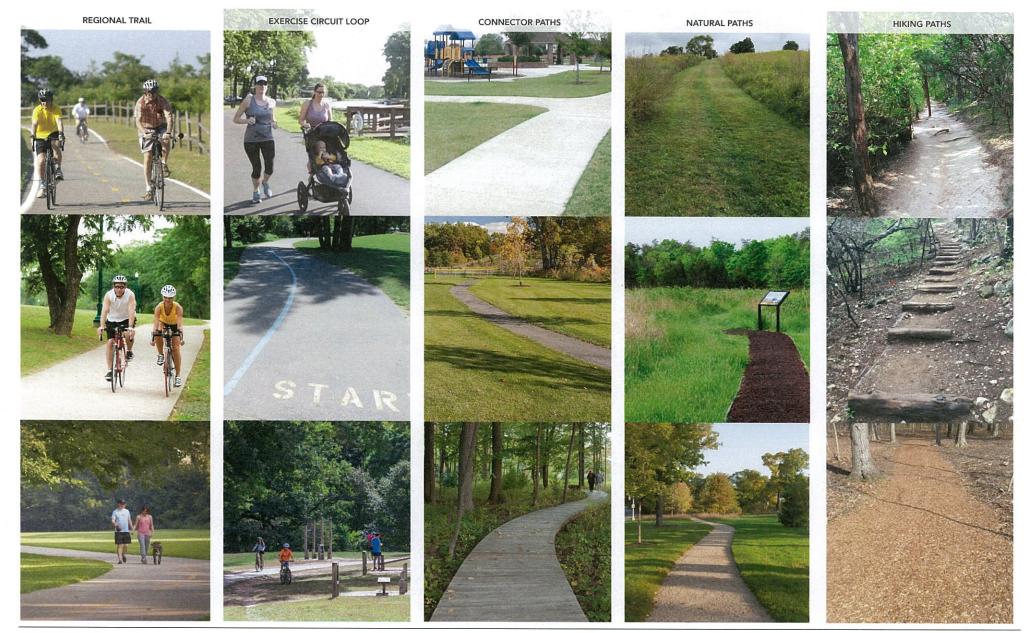
HERITAGE PARK MASTER PLAN | Site Plan - Open Space





HERITAGE PARK MASTER PLAN | Site Plan - Gathering Place





HERITAGE PARK MASTER PLAN | Trail Network Character Images





EXISTING SITE CONDITIONS

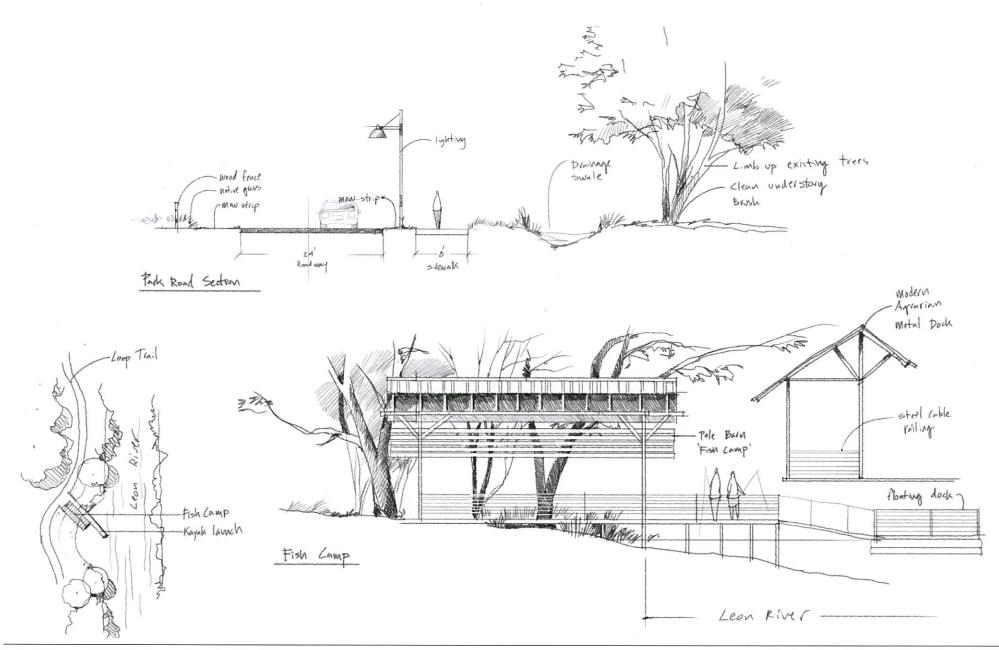
- INVASIVE TREE SPECIES SCATTERED THROUGHOUT SITE
- OPEN BARE SOIL PRONE TO EROSION
- INVASIVE UNDER-STORY PLANTS



PHASE 1 RESTORATION

- RESTORE NATIVE AREAS
- REMOVE INVASIVE SPECIES
- OVERSEED IN SELECT AREAS WITH
 WILDFLOWER MIX
- CUT PATHS FOR HIKING AND NATURE VIEWING





HERITAGE PARK MASTER PLAN | Character Sketches











HERITAGE PARK MASTER PLAN | Pecan Grove Perspective





		Opinion of Probable Cost Heritage Park Master Plan Nov. 6, 201	9				
ESTIMATED UNIT QUANTITY		DESCRIPTION		UNIT PRICE		TOTAL PRICE	
		PROIECT CONTROL					
1	ALLOW	ROW PREP	\$	50,000.00	\$	50,000.00	
1	ALLOW	SWPP	- \$	5,000.00	\$	5,000.00	
1	ALLOW	EROSION CONTROL		25,000.00	\$	25,000.00	
1	ALLOW	EXCAVATION AND HAULOFF ALLOWANCE	- \$	25,000.00	\$	25,000.00	
1	ALLOW	TRAFFIC CONTROL	\$	5,000.00	\$	5,000.00	
1	ALLOW	TREE PROTECTION	\$	15,000.00	\$	15,000.00	
1	ALLOW	MOBILIZATION, INSURANCE, BONDS (NOT TO EXCEED 5%)	\$	100,000.00	\$	100,000.00	
I.		PROJECT IMPROVEMENTS					
80000	SF	MULTI-USE REC. FIELD (\$0.25/SF) - Kill Weeds (\$0.15/SF) - Hdyro Mulch (\$0.20/SF) - 1" Compost (\$1.00/SF) - Irrigation Rotors	\$	1.60	\$	128,000.00	
42240	SF	8' WIDE CIRCUIT TRAIL - CONCRETE	\$	5.50	\$	232,320.00	
8037	SY	ASPHALT PARKING LOT AND ROAD	\$	40.00	\$	321,488.89	
5519	LF	CONCRETE CURB AND GUTTER	\$	15.00	\$	82,785.00	
6095	SF	5' WIDE SIDEWALK CONNECTOR	\$	5.50	\$	33,522.50	
2800	SF	OPEN AIR PAVILION - RENOVATION	\$	75.00	\$	210,000.00	
1	ALLOW	PERMANENT DOG PARK	\$	35,000.00	\$	35,000.00	
960	LF	UTILITY ALLOWANCE	\$	100.00	\$	96,000.00	
750	SF	RESTROOM / CONCESSION BUILDING	\$	450.00	\$	337,500.00	
301	LF	STREAMSIDE RETAINING WALL	\$	200.00	\$	60,200.00	
1	ALLOW	FLOATING DOCK	\$	20,000.00	\$	20,000.00	
850	SF	FISH CAMP	\$	50.00	\$	42,500.00	
113	СҮ	DECOMPOSED GRANITE GATHERING AREA	\$	85.00	\$	9,619.69	
170	LF	RETAINING WALL (+/- 6')	\$	200.00	\$	34,000.00	
245175	SF	NATURAL AREAS	\$	0.25	\$	61,293.75	
84000	SF	PARK LANE NATURAL LANDSCAPING	\$	0.25	\$	21,000.00	
1	IM	PROVEMENTS TOTAL PHASE I: _\$		1,950,230			
		Construction Contengincy (10%): \$ SUB-TOTAL PHASE I: \$		195,023 2,145,253			
		Professional Services (15%): \$		321,788			
	QUANTITY	QUANITITYUNIT1ALLOW1ALLOW1ALLOW1ALLOW1ALLOW1ALLOW1ALLOW1ALLOW1SI30000SF80000SF42240SF42240SF6095SF2800SF2800SF1ALLOW960LF301LF750SF301LF113ALLOW850SF113CY113CY1170LF34000SF	QUANTITY UNIT DESCRIPTION PROJECT CONTROL 1 ALLOW ROW PREP 1 ALLOW SWPP 1 ALLOW EROSION CONTROL 1 ALLOW EROSION CONTROL 1 ALLOW EXCAVATION AND HAULOFF ALLOWANCE 1 ALLOW TRAFFIC CONTROL 1 ALLOW MOBILIZATION, INSURANCE, BONDS (NOT TO EXCEED 5%) MUETI-USE REC. FIELD (\$0.25/SF) - Kill Weeds (\$0.25/SF) - KILW MEEDS 80000 SF MULTI-USE REC. FIELD (\$0.20/SF) - KIILWEEDS (\$0.25/SF) - KIILWEEDS 80000 SF 8' WIDE CIRCUTT TRAIL - CONCRETE 8037 SY ASPHALT PARKING LOT AND ROAD 1 LF CONCRETE CURB AND GUTTER 6095	QUANITY UNIT DESCRIPTION 1 ALLOW ROW PREP \$ 1 ALLOW SWPP \$ 1 ALLOW EROSION CONTROL \$ 1 ALLOW EXCAVATION AND HAULOFF ALLOWANCE \$ 1 ALLOW EXCAVATION AND HAULOFF ALLOWANCE \$ 1 ALLOW EXCAVATION, INSURANCE, BONDS \$ 1 ALLOW TRAFFIC CONTROL \$ 1 ALLOW MOBILIZATION, INSURANCE, BONDS \$ 80000 SF MULTI-USE REC. FIELD \$ 80000 SF S'WIDE CIRCUIT TRAIL - CONCRETE \$ 8037 SY ASPHALT PARKING LOT AND ROAD \$ 2803 SF OPEN AIR PAVILION - RENOVATION \$ 1 ALLOW PERMAINENT DOG PARK \$	QUANTITY UNIT DESCRIPTION UNIT DESCRIPTION 1 ALLOW ROW PREP \$ 50,000.00 1 ALLOW SWIP \$ 5,000.00 1 ALLOW EKOSION CONTROL \$ 25,000.00 1 ALLOW EKCAVATION AND HAULOFF ALLOWANCE \$ 25,000.00 1 ALLOW TRAFFIC CONTROL \$ 5,000.00 1 ALLOW TRAFFIC CONTROL \$ 5,000.00 1 ALLOW TRAFFIC CONTROL \$ 100,000.00 1 ALLOW TRAFFIC CONTROL \$ 100,000.00 1 ALLOW TREE PROTECTION \$ 100,000.00 1 ALLOW MUETHUSE REC. FIELD ((80.25,55) - Halyo Mulch \$ 1.60 (80200) SF 8 WIDE CIRCUT TRAIL - CONCRETE \$ 5.50 8037 SY ASPHALT PARKING LOT AND ROAD \$ 40.00 5519 I.F CONCRETE CURB AND GUTTER \$ 5.50	OUNTITY ONE OFFICE CONTROL FROJECT CONTROL 1 ALLOW ROW PREP \$ 50,000,00 \$ 1 ALLOW ROW PREP \$ 50,000,00 \$ 1 ALLOW SWPP \$ 5,000,00 \$ 1 ALLOW FROSION CONTROL \$ 25,000,00 \$ 1 ALLOW FROSION CONTROL \$ 25,000,00 \$ 1 ALLOW TRAFFIC CONTROL \$ 5,000,00 \$ 1 ALLOW TREE PROTECTION \$ 15,000,00 \$ 1 ALLOW TREE PROTECTION \$ 100,000,00 \$ 1 ALLOW MULTI-USE REC. FIELD \$ 100,000,00 \$ 1 MULTI-USE REC. FIELD \$ 1.60 \$ \$ 800000 SF 8' WIDE CIKCUIT TRAIL - CONCRETE \$ 1.60 \$ 8037 SY ASPHALT PARKING LOT AND ROAD \$ 40,00 \$ 519	

			Opinion of Probable Cost Heritage Park Master Plan Nov. 6, 201	9			
ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		TOTAL PRICE	
<u>PHASE IB</u>			PROJECT CONTROL				
	1	ALLOW	ROW PREP	\$	50,000.00	\$	50,000.00
	1	ALLOW	SWPP	\$	5,000.00	\$	5,000.00
	1	ALLOW	EROSION CONTROL	\$	25,000.00	\$	25,000.00
	1	ALLOW	EXCAVATION AND HAULOFF ALLOWANCE	\$	25,000.00	\$	25,000.00
	1	ALLOW	TRAFFIC CONTROL	\$	5,000.00	\$	5,000.00
	1	ALLOW	TREE PROTECTION	\$	15,000.00	\$	15,000.00
	1	ALLOW	MOBILIZATION, INSURANCE, BONDS (NOT TO EXCEED 5%)	\$	9,500.00	\$	9,500.00
	_		PROJECT IMPROVEMENTS				
P1-17	5090	SF	PARKING LANDSCAPE AREA	\$	10.00	\$	50,900.00
P1-18	2245	SY	EXISTING PARKING LOT - RESURFACING	\$	25.00	\$	56,130.56
	•						
	Construction Contengincy (10%): \$ 24,153 SUB-TOTAL PHASE I: \$ 265,684						
			50 0- 101ΑL ΓΠΑ3Ε Ι; φ		200,004		
Professional Services (15%): \$ 39,853							
			GRAND TOTAL PHASE I: \$		305,536		

Kasberg, Patrick & Associates, LP

City of Belton

4,200 LF - Park Lane Extension

Opinion of Probable Construction Cost

November 6, 2019

Item No.	Description	Quantity	Unit	Price	Amount
I. PROJ	IECT CONTROL				
1	Mobilization Bonds and Insurance	100%	LS	\$ 65,000.00	\$ 65,000.00
2	Site Preparation	42	STA	500.00	21,000.00
3	Prepare & Administer SW3P	100%	LS	1,500.00	1,500.00
4	Prepare & Implement Traffic Safety Plan	100%	LS	7,500.00	7,500.00
	·			Subtotal	\$ 95,000.00
II. ROA	DWAY IMPROVEMENTS				
5	Culvert Crossings	250	LF	100.00	25,000.00
6	Headwalls for Culverts	12	EA	2,500.00	30,000.00
7	Roadside Channels	15,000	CY	4.50	67,500.00
8	Unclassified Excavation	10,500	CY	6.50	68,250.00
9	Fill Material (Onsite)	5,000	CY	7.00	35,000.00
10	Fill Material (Select Fill)	1,000	CY	18.00	18,000.00
11	12-inch Moisture Conditioned Subgrade	15,500	SY	3.25	50,375.00
12	12-inch Crushed Limestone Base Material	15,500	SY	14.50	224,750.00
13	4-inches Crushed Limestone Base Material	11,500	SY	5.50	63,250.00
14	2-inch HMAC Type D	11,500	SY	10.50	120,750.00
15	18" Ribbon Curb	8,400	LF	16.50	138,600.00
16	Concrete Rip Rap	225	SY	60.00	13,500.00
17	Adjust Manhole to Grade	2	EA	2,500.00	5,000.00
				Subtotal	\$ 859,975.00
III. INC	CIDENTAL CONSTRUCTION		-		
18	Striping	4,200	LF	\$ 3.00	\$ 12,600.00
19	Stop Bars	4	EA	75.00	300.00
20	Electrical Conduit	6,300	LF	15.00	94,500.00
21	Lighting	100%	LS	75,000.00	75,000.00
22	Hydromulch	35,000	SY	1.25	43,750.00
23	Tree Protection	15	EA	250.00	3,750.00
23	Silt Fence	4,200	LF	3.00	12,600.00
24	Rock Rip Rap	100	SY	85.00	8,500.00
				Subtotal	\$ 251,000.00
IV. UTIL	LITIES				
25	Utility Allowance (8" Water Line)	5,000	LF	50.00	250,000.00
-				Subtotal	250,000.00

 Total Construction \$
 1,455,975.00

 Construction Contingencies (10%) \$
 145,597.50

 Professional Services (15%) \$
 240,235.88

 fessional Services (15%)
 \$
 240,235.88

 Grand Total
 \$
 1,841,808.38

Project Forecast:

	Funding through	Spent or	Funding Remaining	Projected Allocations					Projected	Total
Project	FY 2019	Encumbered	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Allocation	Funding
Heritage Park	1,000,000	37,815	962,185	1,100,000	1,450,000	1,450,000			4,000,000	5,000,000
Southwest Parkway	450,000	169,145	280,855			200,000	750,000		950,000	1,400,000
South Belton SUP	358,114	310,217	47,897	74,000					74,000	432,114
Standpipe	-		-	120,000					120,000	120,000
Library	25,000	12,884	12,116	100,000					100,000	125,000
6th Avenue	100,000	-	100,000				1,200,000	2,436,195	3,636,195	3,736,195
Contingency	36,195	-	36,195					(36,195)	(36,195)	-
Total	1,969,309	530,061	1,439,248	1,394,000	1,450,000	1,650,000	1,950,000	2,400,000	8,844,000	10,813,309

- Current forecast provides roadmap for accomplishing key projects prior to the current TIRZ expiration date of 12/13/24
- Actual funding subject to change based on the TIRZ tax base growth, project timing, project budgets and TIRZ Board priorities

Heritage Park- Proposed Funding Sources:

	<u> </u>				
		TIRZ Funding		TPWD Funding (Contingent Upon Success Submission)	
FY'19		\$350,000 (Remainin	ng)		
FY'20		\$1,100,000		\$750,000	
FY'21		\$1,450,000			
FY'22		\$1,450,000			
Total:		\$4,350,000		\$750,000	
	Tota	al Combined:	<u>\$5,100</u>	,000.00	
	Total Projected Expenditures:			- \$2,500,000 - \$1,800,00 0,000	

TPWD Grant

- Local Parks Non- Urban Outdoor Grant: <u>\$750,000</u> in match funding.
- November 26, 2019 City Council Meeting: Public Hearing and Resolution.
- Grant Submission Deadline-December 4, 2019.

