



# City of Belton, Texas

City Council Meeting Agenda  
Tuesday, December 10, 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 Craig Pearson.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Director of Parks and Recreation Matt Bates.

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

Invocation. The Invocation will be given by Dr. Claudette Morgan-Scott, Pastor of Shiloh Worship Center.

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. Receive Child Safety Fee funds in the amount of \$23,014.65 from Bell County.
4. Recognize the Finance Department for receipt of the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2018.

## **Consent Agenda**

Items 5-9 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

5. Consider minutes of November 26, 2019, City Council Meeting.
6. Consider authorizing an Interlocal Agreement with the City of Temple for the use of a Temple fire engine until Belton's fire engine is back in service.
7. Consider a resolution granting the City Manager, Director of Finance, Assistant Director of Finance and designated deputy the authority to conduct financial transactions on behalf of the City of Belton.
8. Consider authorizing the purchase of the following:
  - A. Asphalt recycler for the Streets Department from Crafcro through the HGACBuy purchasing cooperative.
  - B. SCBA Air Packs and accessory equipment for the Fire Department from Casco through the BuyBoard purchasing cooperative.
9. Consider authorizing the City Manager to enter into an Interlocal Agreement with Bell County Municipal Utility District No. 1 to provide solid waste collection services.

## **Planning and Zoning**

10. Consider a final plat of The Ridge at Belle Meadows Phase I, comprising 34.747 acres, located on the south side of W. Avenue O, between S. Loop 121 and Connell Street.

## **Miscellaneous**

11. Consider authorizing the City Manager to execute a contract for the East Street Sidewalk project in conjunction with the Belton Economic Development Corporation, and any change orders associated with the contract, not to exceed the amount authorized under State law.
12. Hold a public hearing and consider an ordinance on first reading authorizing franchise agreements for commercial solid waste services with the following companies:
  - A. Waste Connections
  - B. Temple Iron & Metal

- C. Sunbright Disposal Services
- D. Eagle Disposal
- E. Waste Management
- F. Red Box Plus

13. Consider a response to Gated River One, LLC, regarding the City's Right of First Refusal to purchase the northernmost 30 acres of the former Leon Valley Golf Course.

**Executive Session**

14. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, to discuss real estate transaction.

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



# City of Belton, Texas

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## OFFICE OF THE CITY MANAGER

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Invocation. The Invocation will be given by Dr. Claudette Morgan-Scott, Pastor of Shiloh Worship Center.

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. Receive Child Safety Fee funds in the amount of \$23,014.65 from Bell County.**

Section 502 of the Transportation Code provides that County Commissioners can collect an additional fee up to \$1.50 for each vehicle registered in the County, and Bell County collects the full \$1.50 amount. Bell County officials will make a presentation regarding Belton's share of funding received from 10/1/2018 – 9/30/2019, in the amount of \$23,014.65 (prior year amount was \$22,605.67). While



some other area cities have decided to use these funds for other allowed purposes, the City of Belton has chosen to honor the legislative intent of these fees and direct them to the intended purpose of crossing guard programs to ensure the safety of school children. To that end, the City will remit these funds received from Bell County, as well as fees collected on City fines, to BISD to be used for its crossing guard program.

4. **Recognize the Finance Department for receipt of the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2018.**

For the 33<sup>rd</sup> consecutive year, the City of Belton's Comprehensive Annual Financial Report (CAFR) has received the Government Finance Officers Association Certificate of Achievement Award. This award is for Financial Reporting for the fiscal year ending September 30, 2018. It is recognition of distinction and honor for the Belton City Council, management, and Staff that the City's CAFR meets the national standards of excellence for reporting the City's finances. Special thanks go to Assistant Director of Finance Susan Allamon and the rest of the team in the Finance Department.

**Consent Agenda**

**Items 5-9 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.**

5. **Consider minutes of November 26, 2019, City Council Meeting.**

A copy of the minutes is attached. Recommend approval.

6. **Consider authorizing an Interlocal Agreement with the City of Temple for the use of a Temple fire engine until Belton's fire engine is back in service.**

See Staff Report from Interim Fire Chief Wesley Gilbreath. Recommend approval of the agreement as presented, with Belton's appreciation to our neighbor.

7. **Consider a resolution granting the City Manager, Director of Finance, Assistant Director of Finance and designated deputy the authority to conduct financial transactions on behalf of the City of Belton.**

See Staff Report from Assistant Director of Finance Susan Allamon. Recommend adoption of the resolution as presented.

8. **Consider authorizing the purchase of the following:**

A. **An asphalt recycler for the Streets Department from Crafcو through the HGACBuy purchasing cooperative.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the purchase of the asphalt recycler from Crafcو.

B. **SCBA Air Packs and accessory equipment for the Fire Department from Casco through the BuyBoard purchasing cooperative.**

See Staff Report from Interim Fire Chief Wesley Gilbreath. Recommend approval of the purchase of the SCBA Air Packs and accessory equipment from Casco.

9. **Consider authorizing the City Manager to enter into an Interlocal Agreement with Bell County Municipal Utility District No. 1 to provide solid waste collection services.**

See Staff Report from City Manager Sam Listi. Recommend approval of the Interlocal Agreement allowing MUD residents to utilize residential solid waste collection and recycling services provided for in the new franchise agreement with Waste Management effective January 1, 2020.

**Planning and Zoning**

10. **Consider a final plat of The Ridge at Belle Meadows Phase I, comprising 34.747 acres, located on the south side of W. Avenue O, between S. Loop 121 and Connell Street.**

See Staff Report from Director of Planning Cheryl Maxwell. At its meeting on November 19, 2019, the Planning and Zoning Commission recommended approval of this final plat, and Staff concurs.

**Miscellaneous**

11. **Consider authorizing the City Manager to execute a contract for the East Street Sidewalk project in conjunction with the Belton Economic Development Corporation, and any change orders associated with the contract, not to exceed the amount authorized under State law.**

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the contract with TTG.

12. **Hold a public hearing and consider an ordinance on first reading authorizing franchise agreements for commercial solid waste services with the following companies:**

- A. **Waste Connections**
- B. **Temple Iron & Metal**
- C. **Sunbright Disposal Services**
- D. **Eagle Disposal**
- E. **Waste Management**
- F. **Red Box Plus**

See Staff Report from City Clerk Amy Casey. Recommend holding the public hearing and approving the franchise ordinances on first reading. Second and final reading will be held on January 14, 2020.

13. **Consider a response to Gated River One, LLC, regarding the City's Right of First Refusal to purchase the northernmost 30 acres of the former Leon Valley Golf Course.**

See Staff Report from City Manager Sam Listi. Recommend the City decline the offer to purchase as presented.

**Executive Session**

14. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, to discuss real estate transaction.

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



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

November 19, 2019

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

Dear Mr. Listi:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2018 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is fluid and cursive, with the first and last names being more prominent.

Michele Mark Levine  
Director, Technical Services Center

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

The Belton City Council met in regular session in the Wright Room at the Harris Community Center with the following members present: Mayor Marion Grayson, Mayor Pro Tem Wayne Carpenter and Councilmembers John R. Holmes, Sr., Craig Pearson, Guy O'Banion and Dan Kirkley. Councilmember David K. Leigh was absent. Staff present included Sam Listi, Gene Ellis, John Messer, Michelle Garcia, Susan Allamon, Charlotte Walker, Tina Moore, James Grant, Chris Brown, Angellia Points, Bob van Til and Kim Kroll.

The Pledge of Allegiance to the U.S. Flag was led by Mayor Marion Grayson and the Pledge of Allegiance to the Texas Flag was led by Director of Library Services Kim Kroll. The Invocation was given by Bruce Lovesmith, Associate Pastor of Fellowship Baptist Church.

1. **Call to order.** Mayor Grayson called the meeting to order at 5:30 p.m.
2. **Public Comments.** *(Audio 2:04)*

Kim Kroll, Director of Library Services, announced that the Lena Armstrong Public Library would host an Ornament Extravaganza on December 3 and 6, 2019, for different age groups. Both will be held at the Harris Community Center.

**Miscellaneous**

3. **Consider minutes of previous meetings:** *(Audio 3:20)*
  - A. **November 12, 2019, City Council/Planning and Zoning Commission Joint Workshop Meeting;**
  - B. **November 12, 2019, City Council Meeting.**

Upon a motion for approval by Mayor Pro Tem Carpenter, and a second by Councilmember Kirkley, the minutes were unanimously approved by a vote of 6-0.

4. **Hold a public hearing and consider a resolution supporting the City's grant application to the Texas Parks and Wildlife Department for the development of Heritage Park at the Leon River.** *(Audio 3:45)*

Public Hearing: No one spoke for or against the item.

Upon a motion by Mayor Pro Tem Carpenter, and a second by Councilmember Pearson, the grant application, including the following captioned resolution, was unanimously approved by a vote of 6-0.

## RESOLUTION 2019-24-R

A resolution of the City Council of the City of Belton as hereinafter referred to as “Applicant,” designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as “Department,” for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the “Program”; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

### Planning and Zoning

5. Hold a public hearing and consider a zoning change from Office-2 District with a Specific Use Permit for a Bail Bonds Business to Retail Zoning District on property located at 609 E. 6<sup>th</sup> Avenue, on the north side of 6<sup>th</sup> Avenue, east of Waco Road. (Audio 7:45)

Public Hearing: No one spoke for or against the item.

Upon a motion by Councilmember Pearson, and a second by Councilmember Holmes, 609 E. 6<sup>th</sup> Avenue was rezoned to Retail Zoning District, and the following captioned ordinance was unanimously approved by a vote of 6-0.

## ORDINANCE 2019-57

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM OFFICE-2 DISTRICT WITH A SPECIFIC USE PERMIT FOR A BAIL BOND BUSINESS TO RETAIL DISTRICT ON APPROXIMATELY 0.236 ACRE, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 7 DESIGN STANDARDS.**

There being no further business, Mayor Grayson adjourned the meeting at 5:42 p.m.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk



# Staff Report – City Council Agenda Item

## **Agenda Item #6**

Consider authorizing an Interlocal Agreement with the City of Temple for the use of a Temple fire engine until Belton's fire engine is back in service.

### **Originating Department**

Fire – Wesley Gilbreath, Interim Fire Chief

### **Background Information**

On October 29th, 2019, one of our fire engines was involved in an accident on I-35. This accident severely damaged the engine and rendered it unusable. As a result, we do not have a reserve fire engine to use if one of our front-line apparatus requires maintenance or repairs. The engine to be loaned by Temple is a 1996 Spartan/Quality engine. The length of the loan is currently unknown as the repair of the Belton engine could take anywhere from three to seven months. The Temple City Council authorized the loan of the fire engine at their meeting on December 5, 2019.

### **Recommendation**

Recommend approval of the interlocal agreement.

### **Fiscal Impact**

The City will be required to maintain insurance on the fire engine. Additionally, we will be responsible for any repairs that are above "normal wear and tear" so that the engine will be returned to Temple in the same condition in which it was received.

### **Attachments**

**Proposed Interlocal Agreement**

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF BELTON AND THE CITY OF TEMPLE  
FOR USE OF A DECOMMISSIONED TEMPLE FIRE ENGINE**

This Interlocal Agreement is between the City of Belton (“Belton”), and the City of Temple (“Temple”) both Texas home rule municipalities, to allow Belton to utilize a decommissioned City of Temple fire engine. Belton and Temple may hereinafter be referred to individually as the “Party” and/or collectively as the “Parties.”

**WHEREAS**, pursuant to Chapter 791 of the Texas Government Code, Temple is proposing entering into an interlocal agreement with Belton to loan a decommissioned Temple fire engine to Belton to serve as a reserve engine in place of a Belton fire engine that was severely damaged and rendered unusable in an accident until such time as the Belton engine is repaired or replaced;

**WHEREAS**, the engine to be loaned is Temple asset No. 10112, a 1996 Spartan/Quality engine which was retired from service in November 2019—Temple will postpone the sale of the engine until it is returned from Belton;

**WHEREAS**, the loan of this engine will not cause a shortage of apparatus for the City of Temple or affect Temple operations and will assist Belton in providing necessary fire coverage until Belton’s damaged engine can be repaired or replaced; and

**WHEREAS**, the parties to this Agreement have considered this interlocal agreement, and deem it to be in the best interest of the citizens of Belton and Temple; and

**NOW, THEREFORE**, the Parties mutually agree to the terms of this Interlocal Agreement as set forth below.

**I. GENERAL PROVISIONS**

- A. **PURPOSE.** This Agreement allows Belton to utilize a decommissioned 1996 Spartan/Quality engine, asset No. 10112, from the City of Temple as a reserve engine while its damaged fire engine is being repaired or replaced.
- B. **TERMS AND CONDITIONS.**
  - a. Belton will maintain all necessary insurance on the loaned fire engine. Belton will be responsible for all damages incurred during the use or possession of the engine.
  - b. Belton will be responsible for all maintenance of the fire engine during the loan period and will be responsible for any repairs to the fire engine beyond normal wear and tear.
  - c. Belton will return the engine to Temple at the end of the loan period in like condition.
  - d. Temple will postpone selling the decommissioned fire engine until the engine is returned to the City.
- C. **TERM.** The term of this Agreement shall commence upon signature of both Parties and approval by the governing bodies of the municipalities and will terminate when the engine is no longer needed by Belton.
- D. **TERMINATION.** Either Party may terminate this Agreement by providing the other with thirty (30) days written notice.
- E. **COMPENSATION.** Belton is not required to reimburse Temple for use of the engine; however, Belton will be required to reimburse Temple for any repairs or maintenance necessary



to the engine beyond normal wear and tear if the engine is not returned in like repair.

- F. **COMPLIANCE WITH LAWS.** Belton is required to comply with all applicable local, state, and federal laws. Failure to comply with all laws, regulations, policies, or usage requirements shall be treated as a default.

## II. MISCELLANEOUS

- A. **WAIVER.** No waiver of performance by either Party shall be construed as, or operate as, a waiver for any subsequent default of any terms, covenants, and/or conditions of this Agreement.
- B. **ASSIGNMENT.** Neither Party shall assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of the governing bodies of the Parties.
- C. **STATUS OF GOVERNMENTAL ENTITIES.** The Parties shall in no way operate as an agent of the other Party. Each Party shall be responsible for the acts and omissions of their own officers, directors, authorized agents, servants and employees in connection with this agreement. Each Party shall at all times be and remain legally responsible for the conduct of their respective personnel. Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits, including health, property, motor vehicle, or worker's compensation, disability, death, or dismemberment insurance for the other Party's employees and/or equipment.
- D. **GOVERNMENTAL IMMUNITY.** Neither Party to this Agreement waives any governmental or sovereign immunity entitled to them by law, whether statutory or at common law, by entering into this Interlocal Agreement. Both Parties expressly retain all such immunities afforded them.
- E. **VENUE.** Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this agreement, venue for said action shall be in the City of Temple, Bell County, Texas or in the United States District Court for the Western District of Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- F. **WRITTEN INSTRUMENT IS ENTIRE AGREEMENT.** This written instrument constitutes the entire Agreement by the parties hereto concerning the work and services to be performed under this Agreement.
- G. **MODIFICATION.** No alteration, change, modification or amendment of the scope of this Agreement will be valid or effective unless made by the mutual consent of the Parties, in writing, signed and dated by both Parties and approved by appropriate action of the governing body of each Party.
- H. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience and are not intended to define or limit the scope of any provision of this Agreement.
- I. **SEVERABILITY.** In any case, if one or more of the provisions contained in this Agreement, shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## III. NOTICE

**NOTICE.** Unless otherwise provided herein, all notices required or permitted by this Agreement shall be made to the following:

To the City of Temple:

CITY OF TEMPLE  
Fire Chief Mitch Randles  
210 North 3<sup>rd</sup> Street  
Temple, Texas 76501

With Copy to:

CITY OF TEMPLE  
City Attorney's Office  
2 North Main Street, Suite 308  
Temple, Texas 76501

To the City of Belton:

CITY OF BELTON  
City Clerk Amy M. Casey  
P.O. Box 120  
Belton, Texas 76513

#### **IV. EXECUTION**

This Agreement shall be executed by the duly authorized official(s) of each Party as expressed in the approving resolution or order of the governing body of such Party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first written above.

**CITY OF TEMPLE, TEXAS**

**CITY OF BELTON, TEXAS**

\_\_\_\_\_  
Brynn Myers, City Manager

\_\_\_\_\_  
By: Sam Listi, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Lacy Borgeson, City Secretary

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
City Attorney's Office



# Staff Report – City Council Agenda Item

## **Agenda Item #7**

Consider a resolution granting the City Manager, Director of Finance, Assistant Director of Finance and designated deputy the authority to conduct financial transactions on behalf of the City of Belton.

## **Originating Department**

Assistant Director of Finance – Susan Allamon

## **Background**

With the appointment of William (Michael) Rodgers to the Director of Finance position, we are recommending the addition of him to the list of authorized check signers for the City. The changes will be effective December 10, 2019.

## **Recommendation**

Recommend approval of the resolution.

## **Attachments**

**Proposed Resolution**

## **RESOLUTION NO. 2019-25-R**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, GRANTING THE CITY MANAGER, DIRECTOR OF FINANCE, ASSISTANT DIRECTOR OF FINANCE AND DESIGNATED DEPUTY THE AUTHORITY TO CONDUCT FINANCIAL TRANSACTIONS ON BEHALF OF THE CITY OF BELTON.**

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**WHEREAS**, the City Council desires to grant the City Manager, Director of Finance, Assistant Director of Finance and certain designated deputy named herein, the authority to conduct financial transactions on behalf of the City of Belton.

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

**Part 1:** The City Council authorizes the individuals whose signatures appear in Part 1 below, on behalf of the City of Belton and as its own act, to sign checks, drafts, notes, bills of exchange, acceptances, or other orders for the payment of money; to endorse any checks, notes, bills, or other instruments owned, held, or endorsed to the City of Belton; to issue instructions regarding deposits, withdrawal, orders for payment or transfer of funds whether oral, by telephone, or electronic means; or to do any other convenient or necessary acts to the opening, maintenance, and closing of the accounts in accordance with the Charter and ordinances of the City of Belton.

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Sam Listi, City Manager

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William Rodgers, Director of Finance

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Susan Allamon, Assistant Director of Finance

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Amy M. Casey, City Clerk

**Part 2:** The City Council authorizes the use of machine generated facsimile signatures on checks, vouchers, and warrants for withdrawal of money from City depositories. Such facsimile signatures shall be applied only by the authorized individuals designated in Part 1.

**Part 3:** The authority herein shall remain in full force and effect until written notice revoking or modifying same has been given by the City Council and received by all other parties to this transaction.

**Part 4:** The individuals named herein shall have a bond of not less than One

Hundred Thousand Dollars (\$100,000) each, in accordance with Section 4.04 of the City Charter.

**Part 5:** This Resolution shall take effect on December 10, 2019.

**Part 6:** It is hereby officially found and determined that the meeting at which this Resolution 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** this the 10<sup>th</sup> day of December, 2019.

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

ATTEST:

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



## Staff Report – City Council Agenda Item

### Agenda Item #8A

Consider authorizing the purchase of an asphalt recycler for the Streets Department from CrafcO through the HGACBuy purchasing cooperative.

### Originating Department

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

### Summary Information

The proposed asphalt recycler is a new purchase and will be used for the asphalt repairs of potholes, street cuts, and utility patches. This purchase will allow Public Works to use recycled asphalt millings and not fully rely on the asphalt plant for our asphalt repairs. Staff researched the available models for asphalt recyclers and determined a KMT2 asphalt recycler will be ideal to meet Belton's needs.

Under Texas State Procurement Law, products that are quoted through BuyBoard, HGACBuy, or other cooperatives are not required to be bid, because they have already performed the bidding process. Quotes were pursued from multiple vendors, including CrafcO, an HGACBuy vendor for the asphalt recycler. The asphalt recycler was quoted for \$87,555 which is an HGACBuy quote and under the budgeted amount of \$91,500.

**Fiscal Impact**      Amount:      \$87,555

Budgeted:    ☒ Yes      ☐ No

Funding Source(s): Capital Pool Fund

### Recommendation

Authorize the purchase of the asphalt recycler.

### Attachments

Equipment Quote



6165 W. Detroit St.  
Chandler, AZ 85226  
(602) 276-0406 (800) 528-8242  
FAX: (480) 940-0313

## QUOTE #

BBBQ34998

Date Quoted 11/26/2019  
EXPIRATION DATE 12/26/2019

**Quote To:** Account Code: 924326

**CITY OF BELTON TX**

PO BOX 120  
BELTON, TX 76513  
US

**Phone:**

**Fax:**

**Email:**

**Ship To:** Account Code: 924326

**CITY OF BELTON**

1502 HOLLAND ROAD  
BELTON, TX 76513  
US

**Project Title:** HGAC CONTRACT #SM10-18

**Bid Date:**

**Bid Number:**

**Project Start Date:**

**Ship Before:**

**Quote Effective Dates:** 11/26/2019 TO 12/26/2019

**Terms:** NET 30

**F.O.B.:** PPD-ADD FREIGHT

**Ship Via:** Truck/Common Carrier

**Sales Group:**

**Quoted By:** Chase Smith

**Sales Office:** TX3- Chase Smith

**Estimated Time to Ship After Receipt of Order:** Quoted at time of order

**Customer:** CITY OF BELTON TX

**Project Title:** HGAC CONTRACT #SM10-18

**Quote Number:** BBBQ34998

**Date:** 11-26-19

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
KMT2	4 ton per hour Asphalt Recyvcler with diesel engine and burner	ea	1	\$78,500.0000	\$78,500.0000
KMTLRCK	4-6 Hole Tool Rack - Mounted on Trailer	ea	1	\$290.0000	\$290.0000
KMSTRB	Amber Strobe Light, Mounted and Switched	ea	1	\$275.0000	\$275.0000
KMSPRTRMTD	ST235/80R16 Tire & Rim - Mounted on Trailer	ea	1	\$510.0000	\$510.0000
KMT2WKLGHTS	Top mounted and switched work lights	ea	1	\$660.0000	\$660.0000
MS170055-TX12	ASHPALTIC CEMENT 3.5LB BLOCK	ea	360	\$12.0000	\$4,320.0000

**Sales Tax** \$0.00

**Sub Total** \$84,555.00

**Shipping** \$3,000.00

**Total** \$87,555.00

### COMMENTS:

HGAC CONTRACT #SM10-18

Please submit orders to Pat Hernandez at patricia.hernandez@crafco.com or call 210-496-2070

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**NOTE:****WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65.  
California purchasers refer to <http://crafc.com/resources/Prop-65.xlsx>

For Terms and Conditions of purchases go to: [www.crafc.com/Terms-of-Sale.pdf](http://www.crafc.com/Terms-of-Sale.pdf)

Quantities may be limited at Crafc's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

**FOB DEFINITIONS:**

CFR- Seller pays for the carriage of goods up to the named port of destination.

CIF- Same as CFR with exception that the seller is required to obtain insurance for the goods while in transit to the named port of destination.

CIP- Same as CPT with exception that the seller is required to obtain insurance for the goods while in transit.

COL- Collect

CPT- Seller pays for the carriage of the goods up to the named place of destination.

DAF- Seller pays for transportation to the named place of delivery at the frontier, Rail or Road.

DAP- Seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination.

DDP- Seller is responsible for delivering the goods to the named place in the country of the buyer, and pays all costs in bringing the goods to the destination including import duties and taxes.

DDU- Seller delivers the goods to the buyer to the named place of destination in the contract of sale.

DEQ- Same as DES, but the passing risk does not occur until the goods have been unloaded at the port of discharge.

DES- Seller pays the same freight and insurance costs but the passing risk does not occur until the ship has arrived at the named port of destination and the goods made available for unloading to the buyer.

DLB- Delivered, buyer pays.

DLV- Delivered, seller pays.

EXW- Seller makes the goods available at their premises, or at another named place.

FAS- Seller delivers when the goods are placed alongside the buyer's vessel at the named port of destination.

FCA- Seller delivers the goods, cleared for export, at a named place (possibly including the seller's own premises).

FH- Free House.

FOB- Seller bears all costs and risks up to the point the goods are loaded on board the vessel.

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

UN- Not free.

**Pavement Preservation Products Restocking Policy**

Crafc will only accept the return of products that have been authorized in writing in advance. To obtain authorization contact your customer service representative. A written authorization will be faxed or emailed to you. A copy of the RETURN AUTHORIZATION must accompany the material being returned.

Not all products are returnable. Products that have a shelf life or are considered made to order or special order may not be returned. No used parts may be returned.

All returns are subject to restocking charges.

All products returned must be in the original packaging and be in good and salable condition. Crafc reserves the right to charge repackaging charges in addition to restocking charges.

**Restocking Charges**

PARTS (\*) 15%

EQUIPMENT Non Returnable

SEALANT (\*) 25%

SILICONE Non Returnable

GEOCOMPOSITES Non Returnable

MASTIC (\*) 25%

POLYPATCH (\*) 25%

TECHCRETE (\*) 25%

OTHER STANDARD INVENTORIED ITEMS (\*) 25%

CUSTOMER IS RESPONSIBLE FOR ALL SHIPPING COST ON RETURNED MATERIAL.

(\*) Not all purchases are returnable. Any part or product that is non-standard or obsolete is not returnable. Request information on the acceptability for returns for any specific product when ordering.





## Staff Report – City Council Agenda Item

### Agenda Item #8B

Consider authorizing the purchase of SCBA Air Packs and accessory equipment for the Fire Department from Casco Industries through the BuyBoard purchasing cooperative.

### Originating Department

Fire – Wesley Gilbreath, Interim Fire Chief

### Background Information

The air packs currently in service are nearing the end of serviceability. There are currently eight air packs out of service due to parts no longer being produced and that are unable to be repaired. NFPA recommends replacing air packs at 15 years, the current air packs in service are almost 20 years old. The purchase will include air packs, bottles, masks, two rescue packs and an electronic accountability system integrated within the air packs. The accountability system will allow the Incident Commander to view each firefighter's air pressure in real time and be notified in the event of a firefighter emergency. This is technology unavailable with our current air pack system. The packs come with a lifetime warranty and will reduce the cost of repairs over the lifespan of the pack.

Under Texas State Procurement Law, products that are quoted through BuyBoard, HGACBuy, or other cooperatives are not required to be bid, because those entities have already performed the bidding process. Quotes were pursued from Casco Industries, a BuyBoard vendor and sole source, for the air packs.

**Fiscal Impact**      Amount:      \$110,538.40

Budgeted:    ☒ Yes      ☐ No

Funding Source(s): Capital Pool Fund

### Recommendation

Recommend approval of the purchase of the SCBA air packs and accessory equipment.

### Attachments

Quote

Sole source letter



SHREVEPORT, LOUISIANA 71148-8007

SOLD TO: Belton Fire Dept  
420 Sparta rd  
Belton, Texas 76513

ATTN: Campbel  
PHONE: 254-721-2676  
EMAIL:

SHIP TO: Belton Fire Dept  
420 Sparta Rd  
Belton, Texas 76513

ATTN: Campbel  
PHONE: 254-721-2676  
EMAIL:

CREDIT CARD:		BUYBOARD #524-17	COST	CUST PO NUMBER		SALES REP	SALES REP REF #
NAMEEXP DATE						181	
NUMBER/CODE/ZIP				TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#				30	ADD	12/5/2019	QUOTE
ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
1		MSA- G1FS-424MA2C6LCA, G1, , Extendaire II		14		\$ 5,500.00	\$ 77,000.00
		adj swiveling lumbar, pass w/telemetry, Alkeline				\$ -	\$ -
						\$ -	\$ -
2		MSA- 10158390, Dovetail bracket & gauge guard		18		\$ 57.00	\$ 1,026.00
		45 min low profile cylinder <b>for existing cylinders</b>				\$ -	\$ -
						\$ -	\$ -
3		MSA-10156424, G1 cylinder LOPRO, remote connect,		14		\$ 850.00	\$ 11,900.00
		w/QC 4500/45 min-				\$ -	\$ -
						\$ -	\$ -
4		MSA-FM1M5C1, G1 face piece, medium w/medium		28		\$ 256.00	\$ 7,168.00
		nose cup, push to connect				\$ -	\$ -
						\$ -	\$ -
5		MSA-10072240, base station KIT		2		\$ 1,800.00	\$ 3,600.00
						\$ -	\$ -
6		MSA-10158407, TAG/Reader Writer		1		\$ 450.00	\$ 450.00
						\$ -	\$ -
7		MSA-10083875, RFID TAGS		28		\$ 35.00	\$ 980.00
						\$ -	\$ -
8		MSA- 10169711, G1 RIT system		2		\$ 3,037.20	\$ 6,074.40
						\$ -	\$ -
9		MSA- 10158385, charging station		2		\$ 450.00	\$ 900.00
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10		MSA- 10148741, spare battery pack, rechargeable		6		\$ 240.00	\$ 1,440.00
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December 4, 2019

Belton Fire Department  
420 Sparta Road  
Belton, TX 76513

**MSA Corporate Center**  
1000 Cranberry Woods Drive  
Cranberry Township, PA 16066  
800.MSA.2222  
[www.MSAnet.com](http://www.MSAnet.com)

To Whom It May Concern:

Thank you, Belton Fire Department for your interest in the MSA product line.

This letter confirms that Casco Industries Inc is the sole authorized distributor of MSA SCBA and SCBA accessories for the Municipal Fire Service Market in the State of Texas.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly, MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

A handwritten signature in blue ink that reads "Scott McGuire". The signature is written in a cursive, flowing style.

Scott McGuire  
North American Sales Channels Specialist  
Phone: 724-742-8028  
Email: [scott.mcguire@MSAsafety.com](mailto:scott.mcguire@MSAsafety.com)



## Staff Report – City Council Agenda Item

### **Agenda Item #9**

Consider authorizing the City Manager to enter into an Interlocal Agreement with Bell County Municipal Utility District No. 1 to provide solid waste collection services.

### **Originating Department**

Sam A. Listi, City Manager

### **Background Information**

The Council recently authorized a new franchise agreement with Waste Management for residential solid waste services. In order to allow residents of Bell County Municipal Utility District #1 to participate in this new agreement, a new Interlocal Agreement with the MUD is needed.

The Board of Directors of the MUD will consider the new agreement at their meeting on December 18, 2019, which will be recommended, according to MUD Attorney, John Bertram. The Waste Management contract is effective on January 1, 2020.

### **Recommendation**

Recommend approval of the interlocal agreement.

### **Fiscal Impact**

None

### **Attachments**

**Proposed New Interlocal Agreement**

# INTERLOCAL COOPERATION AGREEMENT

Date: January 1, 2020

This Interlocal Cooperation Agreement (this “Agreement”) is entered into between the City of Belton, Texas (the “City”) and Bell County Municipal Utility District No. 1 (the “District”), pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code § 791.001 et seq.

## ARTICLE I PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide solid waste and recycling collection services to all customers within the District through the City’s private service contract in effect as of this date of this Agreement (the “City’s Solid Waste Contract”) between the City and the contractor identified in the City’s Solid Waste Contract (the “City’s Solid Waste Contractor”). The City and District believe that it is in the best interest of the public to improve the efficiency and effectiveness of governmental functions and services of local governments by authorizing this Agreement.

During the term of this Agreement, the City shall:

- Provide solid waste and recycling collection services to all customers within the District for the same in-City rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling collection services to customers located within the City limits;
- Conduct billing and collection services for all customers within the District for solid waste and recycling collection services. The City’s charges for solid waste and recycling collection services will be included on the City’s regular monthly water and wastewater bills to customers within the District;
- Receive compensation from the City’s Solid Waste Contractor in the forms of a franchise fee and billing fee;
- Take reasonable actions to ensure all sections of the City’s Solid Waste Contract are properly enforced on behalf of the District and customers within the District;
- NOT grant a franchise for the use of right-of-ways to any other provider of solid waste collection within the boundaries of the District; and

- NOT amend the City's Solid Waste Contract in any material respect without the District's prior written approval, which will not be unreasonably withheld.

During the term of this Agreement, the District shall:

- Upon request by the City, take reasonable actions to assist the City in enforcing the grant of exclusive franchise and polycart delivery; and
- Acknowledge no compensation is anticipated from the City for the provision of solid waste and recycling collection services to customers within the District.

## ARTICLE II TERM OF AGREEMENT

The term of this Agreement shall coincide with the term of the City's Solid Waste Contract, which will remain in full force for a period ending December 31, 2024; and shall be extended for two additional one year terms provided the City and the City's Solid Waste Contractor extend the City's Solid Waste Contract for the two additional one year terms. The City will not further extend the term of the City's Solid Waste Contract without first notifying the District and giving the District an opportunity to opt out of further service to District customers.

## ARTICLE III MUTUAL WAIVERS

Each party to this Agreement expressly waives all claims against each other for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, not due to the negligence, fraud, breach of contract, or illegal conduct of the other party.

## ARTICLE IV NO WAIVER OF IMMUNITY

It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

## ARTICLE V VENUE

Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Bell County, Texas.

ARTICLE VI  
CHOICE OF LAW

The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

ARTICLE VII  
SEVERABILITY

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

ARTICLE VIII  
MODIFICATION

This Agreement may be amended or modified by the mutual agreement of both parties hereto in writing, such writing to be attached hereto and incorporated into this Agreement.

ARTICLE IX  
ADMINISTRATION

This Agreement shall be administered by the appropriate persons on behalf of City and District that each party shall see fit to perform such duties.

ARTICLE X  
ENTIRE AGREEMENT

This Agreement, together with Section 4 of the First Amendment to Development and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development between the City and the District, contains all commitments and obligations of the parties and represents the entire agreement of said parties with respect to the subject matter hereof. No verbal or written conditions not contained herein shall have any force or effect to alter any term of this Agreement. This Agreement supersedes the Interlocal Cooperation Agreement dated April 12, 2016 between the City and the District regarding solid waste and recycling collection services to customers within the District.

ARTICLE XI  
TERMINATION/FORCE MAJEURE

This Agreement will terminate upon the expiration of the Agreement's term as indicated in Article II. This Agreement will also terminate if the City or the City's Solid Waste Contractor terminate for cause the City's Solid Waste Contract.

Upon termination of the City's Solid Waste Contract, the District the District may opt out of further solid waste and recycling collection services from the City.

Neither the City nor the District shall be responsible for damages or expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe occur and cause such damage or prevent the performance of such obligation.

ARTICLE XII  
EXECUTION

This Agreement shall be executed by the duly authorized official(s) of each party as expressed in the approving resolution or order of the governing body of such party.



IN WITNESS WHEREOF, the parties to these presents have executed this Agreement effective as of the date first above written.

THE CITY OF BELTON, TEXAS

BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

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

\_\_\_\_\_, \_\_\_\_\_  
Board of Directors

ATTEST:

\_\_\_\_\_  
Amy Casey  
City Clerk

APPROVE AS TO FORM

\_\_\_\_\_  
John Messer  
Attorney for City of Belton

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Marion Grayson, Mayor of the City of Belton, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_\_ of the Board of Directors of Bell County Municipal Utility District No. 1.

\_\_\_\_\_  
Notary Public, State of Texas



## Staff Report – City Council Agenda Item

**Date:** December 10, 2019  
**Case No.:** P-19-35  
**The Ridge at Belle Meadows,  
Phase I**  
**Request:** Final Plat  
**Applicant:** Travis Quicksall, Quick Inc. Land  
Surveying  
**Owner:** Todd Scott - KDAVEO, LLC

### **Agenda Item #10**

Consider a final plat of The Ridge at Belle Meadows Phase I, comprising 36.266 acres, located on the south side of W. Avenue O, between S. Loop 121 and Connell Street.

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

**Current Zoning:** Retail, Multi Family, and Single Family – 3 Districts

### **Case Summary**

This plat combines the preliminary plats for City Lights Addition, approved in January 2019, and a portion of West Avenue O Addition, approved in September 2019. This phase includes 36.266 acres and proposes 3 lots with frontage along W. Avenue O with one for retail use, one for an assisted living facility, and one for a senior duplex development with an amenity center. This development also proposes 41 residential lots for detached single family homes, and two tracts for drainage detention ponds. This plat of Phase I is generally consistent with the approved preliminary plats. A zoning change was approved in January 2019, for Multi Family District for the lots in the City Lights Addition preliminary plat boundary, and in September 2019, for the lots in the West Avenue O Addition preliminary plat boundary with Retail Zoning District along the W. Avenue O frontage, and Single Family-3 District for the residential lots along Laila Lane and the section of Southwest Parkway north of Laila Lane.

Portions of the preliminary plat for West Avenue O Addition overlapped with the preliminary plat for City Lights Addition. Extensions of Southwest Parkway and Laila Lane were also part of the City Lights Addition and were not included as part of the preliminary plat of West Avenue O Addition. A condition of approval of the West Avenue O preliminary plat was that whichever development proceeds first with a final plat will be required to include these roadways and provide improvements as needed for access and circulation. The applicant initially presented both final plats concurrently, but he then resubmitted as one final plat incorporating both areas.

The alignment of Southwest Parkway was revised in January 2019 and is now off-set. With the preliminary plat review, Council suggested renaming the northern section of this roadway. The applicant is proposing to name it Belle Meadow Drive with this final plat.

### **Project Analysis and Discussion**

This plat includes approximately 36.266 acres and is proposed for mixed use with one retail lot, two multi-family lots, and 41 lots proposed for single family residential use. Below is a summary of the area requirements for the SF3, Multi Family, and Retail Zoning Districts that are assigned to this property.

#### **SF3**

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

#### **Multi Family**

- Front Yard: 25'
- Side Yard: 8/10'; 15' from street ROW
- Rear Yard: 20'
- Lot Area: 2,420 sq. ft.; 18 du/acre
- Lot Width: 80'
- Lot Depth: 120'

#### **Retail**

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

With regard to building setback lines in the SF3 lots, the applicant received approval with the preliminary plat to reduce the front yard setback from 25' to 20' for those lots that have less than 120' depth. This is to accommodate proposed building plans that allow a larger back yard, and applies to 26 lots in Blocks 2 and 3 along Dowdy Drive. This reduction in the front yard setback is noted on the plat. A note is also provided on the plat that any garage designed to be entered from the side yard facing a public street shall have a minimum setback of 20'. This will ensure there is adequate room to park a vehicle in the driveway to provide the required minimum of 4 parking spaces on site, i.e. 2 in the garage and 2 in the driveway. The plat also prohibits access to collector streets when a lot has frontage on both a collector and local street, to limit the number of driveways and vehicles backing onto the collector street. Both of these provisions apply only to corner lots.

Following is a summary of the subdivision ordinance requirements as they apply to this subdivision plat.

**Water:** An existing 8" water line runs along the south side of West Avenue O. There is also an 8" waterline stubbed out at the end of the existing termination of Laila. The applicant will be connecting these lines with an 8" water main that will be extended throughout this phase of the

subdivision and along the new sections of Belle Meadow Drive and Laila Lane. The 8" line satisfies minimum requirements for fire protection.

**Sewer:** An existing 8" sewer line runs along Laila Lane, east of this property. The applicant will tie into this line and extend an 8" line throughout this phase of the subdivision and along the extension of Laila Lane westward.

**Streets:** Extensions of Laila Lane westward and Belle Meadow Drive north of Laila Lane/Southwest Parkway south of Laila Lane, are proposed for this development. These streets are minor collectors on the city's Thoroughfare Plan map. Both Laila Lane and Belle Meadow Drive/Southwest Parkway will be constructed with a 37' pavement width with curb and gutter within a 70' ROW. Dowdy Drive will be constructed as a local street with a 31' pavement width with curb/gutter within a 50' ROW.

West Avenue O is a major collector street on the city's Thoroughfare Plan map. Major collectors require a minimum ROW width of 80'. For Avenue O, there is currently approximately 155' of ROW; no additional ROW is needed. Existing pavement width of Avenue O in this vicinity is approximately 42'; there is no curb/gutter but instead a bar-ditch drainage system. The City Public Works Director has determined that no perimeter street improvements are needed for Avenue O.

**Sidewalks:** Per the city's Subdivision Ordinance Section 503, a 5' wide sidewalk is required along both sides of internal collector streets and the subdivision side of perimeter collector streets. Therefore, a 5' wide sidewalk is required along both sides of Laila Lane and Belle Meadow Drive, and the south side of W. Avenue O. With the preliminary plat, the Planning Commission recommended a variance to this requirement; however, the City Council did not support a variance but required application of the sidewalk requirement as currently stated in the Subdivision Ordinance; therefore, it will be provided by the applicant.

**Drainage:** Drainage plans and a drainage report have been provided and reviewed. On-site detention ponds are proposed to address drainage needs for the entire subdivision and will be privately owned and maintained. Two detention ponds are proposed with this phase, Tract A, consisting of 0.326 acre, and Tract B, consisting of 1.131 acres.

**Parkland Dedication/Fees:** The parkland fee requirement per Subdivision Ordinance Section 517 is \$200 per residential unit or land dedication of 1 acre/100 dwelling units. When the preliminary plat for City Lights Addition was approved, the applicant proposed to satisfy this requirement by providing on site amenities for the 120 dwelling units proposed as senior duplexes. This proposal was approved by the City Council with a condition that a Certificate of Occupancy will not be issued for the duplex development until the amenities are in place, or the park fee (\$24,000 for 120 duplex dwelling units) is paid and placed in an escrow account. The applicant's proposal has not changed, other than to add additional amenities. The duplexes and amenities will be located on Block 1, Lot 2 (see attached site plan). The amenities will be privately owned and maintained and include a dog park, community garden, walking trail with gazebos, outdoor courtyard with grill stations and a firepit and an amenity center with indoor facilities to include a theater, billiards, library, and lounge/social area. The applicant has

estimated the value of these amenities to total over \$300,000. Staff supports approval of the requested variance, with the conditions previously approved by the City Council.

When the preliminary plat for West Avenue O Addition was approved, the applicant requested a variance to allow provision of land and on-site amenities to address the requirement for the single family lots. A decision on this requested variance was deferred to the final plat when a detailed plan would be provided and evaluated. The applicant now wishes to pay the fee for the single family lots in Phase I—41 lots total \$8,200. These funds will be used to develop the city park near the Liberty Valley development, which is within a one-mile radius of this subdivision.

**Conclusion:** We have reviewed the plat and find it acceptable as a final plat, subject to all items identified in the City's letter of conditions to the applicant dated December 3, 2019.

### **Recommendation**

The Planning and Zoning Commission met on November 19, 2019, and with a vote of 5-0-1 (David Jarratt abstained from voting), recommended approval of the final plat of the Ridge at Belle Meadows Phase I, subject to the conditions below; staff concurs with their recommendation.

- 1) Approval of reduction in front yard setback from 25' to 20' for single family lots in Blocks 3 and 4.
- 2) Approval of variance request for the parkland dedication/fee requirement for the duplex development on Block 1, Lot 2, to allow privately maintained amenities as described in the staff report, with the condition that a Certificate of Occupancy will not be issued for the duplex development until the amenities are in place, or the park fee (\$24,000 for 120 duplex dwelling units) is paid and placed in an escrow account. Park fee of \$8,200 will be paid for the 41 single family units proposed in Phase I, due at time of plat signatures.
- 3) All items addressed in City's December 3, 2019 letter of conditions to the applicant.

### **Attachments**

Final Plat Application

Final Plat

Location Map

Variance request letter

Duplex/Amenity Site Plan

City letter of conditions to the applicant dated December 3, 2019

P&Z Minutes Excerpt

**City of Belton**  
**Request for Subdivision Plat**  
**to the City Council and the**  
**Planning and Zoning Commission**

Application is hereby made to the City Council for the following:

- ☐ Preliminary Subdivision                      Fees due \$ \_\_\_\_\_
- ☒ Final Subdivision
- ☐ Administrative Plat
- ☐ Replat
- ☐ ETJ
- ☒ City Limits

Date Received: \_\_\_\_\_ Date Due: \_\_\_\_\_ (All plans are to be returned to the Planning Department by the 15<sup>th</sup> day of the month ahead of the next month's P&Z meeting.)

Applicant: Travis Quicksall - Quick Inc. Land Surveying Phone: 512-915-4950

Mailing Address: 1430 N. Robertson Road, Salado, TX

Email Address: tquicksall@quick-inc.net

Owner: KDAUEO, LLC Phone: 254-541-4154  
Mailing Address: 1702 Marrans Point Rd. MPR, TX 76513  
Email Address: todd@rileyscotthomes.com

**Current Description of Property:**

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Acres: 13.492 Survey: James P. Wallace Survey

Abstract #: 906 Street Address: HWY 190, Belton Texas

Frontage in Feet: 280 Depth in Feet: Variable

Does Zoning comply with proposed use? Yes Current Zoning: MPR/SF-3

Name of proposed subdivision: The Ridge at Belle Meadows

Number of Lots: 43 Fee: \$ \_\_\_\_\_

Signature of Applicant: Travis Quicksall Official Notary Public Seal Date: October 14, 2019

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_



BEING A 36.256 ACRE TRACT OF LAND, LOCATED IN THE JAMES P WALLACE SURVEY, ABSTRACT NO. 908, BELL COUNTY, TEXAS, SAID 36.256 ACRE TRACT, BEING A PORTION OF THAT CERTAIN 37.561 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 201700516171, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, A PORTION OF THAT CERTAIN 36.680 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 20160352127, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; AND ALL OF THAT CALLED 7.761 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 20160342714, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.

BEING A 36.256 ACRE TRACT OF LAND, LOCATED IN THE JAMES P WALLACE SURVEY, ABSTRACT NO. 908, BELL COUNTY, TEXAS, SAID 36.256 ACRE TRACT, BEING A PORTION OF THAT CERTAIN 37.561 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 201700516171, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, A PORTION OF THAT CERTAIN 36.680 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 20160352127, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; AND ALL OF THAT CALLED 7.761 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 20160342714, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.

[illegible]

JOB NO.	17-2287
DATE	NOVEMBER 14, 2019
DRAWN	DH
CHECKED	TQ
SHEET	1 OF 3





FINAL PLAT  
THE RIDGE AT BELLE MEADOWS, PHASE I  
CITY OF BELTON, TEXAS

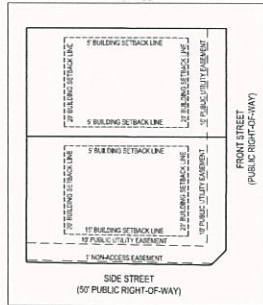
BEING A 36.266 ACRE TRACT OF LAND LOCATED IN THE JAMES P WALLACE SURVEY, ABSTRACT NO. 906, BELL COUNTY, TEXAS, SAID 36.266 ACRE TRACT BEING A PORTION OF THAT CERTAIN 87.661 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 20170051871, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, A PORTION OF THAT CERTAIN 36.816 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 20180029127, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, AND ALL OF THAT CALLED "B" ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 20180029127, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.



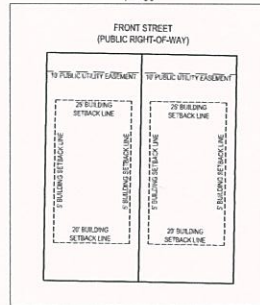
LINE	BEARING	DISTANCE
L1	S61°29'10\"	112.21
L2	N09°30'40\"	113.39
L3	N61°43'27\"	112.29
L4	S28°32'00\"	114.67
L5	N61°29'10\"	112.21
L6	N09°30'40\"	113.39
L7	N61°29'10\"	112.21
L8	S28°32'00\"	114.67
L9	S29°30'00\"	113.17
L10	N61°00'00\"	113.17
L11	N09°30'40\"	113.39
L12	S61°15'10\"	112.21

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	3035.38'	49.84'	87°34'32\"	S1°14'16\"	49.84'
C2	4965.02'	43.79'	72°38'19\"	N1°10'22\"	43.79'
C3	55.92'	142.89'	107°44'27\"	N61°00'00\"	142.89'
C4	55.92'	56.37'	89°49'16\"	S17°31'26\"	56.37'
C5	55.92'	43.59'	82°24'47\"	S27°14'27\"	36.87'
C6	55.92'	44.67'	87°32'21\"	N62°11'59\"	42.86'

BLOCKS 3 & 4 LOT LAYOUT  
1" = 30'



BLOCK 5 LOT LAYOUT  
1" = 30'



AREA CONTAINED IN STREETS: 5.445 ACRES  
LENGTH OF STREETS: 374.74 FEET  
LALA LANE: 1254 FEET  
BELLE MEADOW DRIVE: 1285 FEET  
DOWDY DRIVE: 940 FEET  
SOUTHWEST PARKWAY: 275 FEET

LOTS  
RESIDENTIAL - FOURTY-ONE (41)  
RETAIL - ONE (1)  
MULTIFAMILY - TWO (2)  
OTHER - TWO (2)  
\* TRACT "A" IS A TRACT OF LAND DESIGNATED AS DRAINAGE TRACTS ONLY  
BLOCKS - FIVE (5)  
NET RESIDENTIAL AREA: 5.919 ACRES

BUILDING LINE NOTES:  
1. ANY 1/4-SECTION LOT WITH GARAGE DESIGNATED FOR ENTRY FROM THE SIDE YARD FACING A STREET SHALL OBSERVE A MINIMUM BUILDING SETBACK OF 20'.  
2. BLOCK 2 WILL OBSERVE BUILDING SETBACKS AS REQUIRED BY THE ZONING ORDINANCE.  
3. THE SIDE AND REAR YARD SETBACK LINES ALONG BELLE MEADOW DRIVE AND LALA LANE APPLY TO ALL STRUCTURES INCLUDING ACCESSORY BUILDINGS.

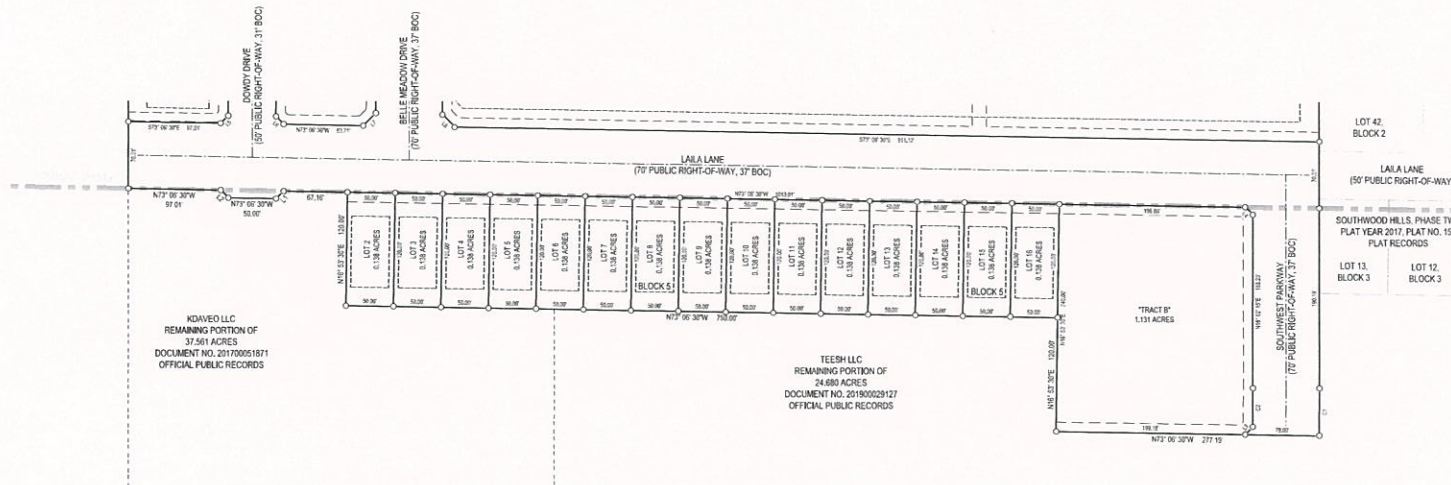
GENERAL NOTES:  
1. STORM DRAINAGE SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF BELTON'S DRAINAGE DESIGN MANUAL.  
2. A 6" SOLID FENCE/SCREENING IS REQUIRED FOR ALL SINGLE FAMILY LOTS THAT BACK OR SIDE A PUBLIC STREET.  
3. A 6" VIDE GEDFENCE IS REQUIRED ALONG BOTH SIDES OF LALA LANE, BELLE MEADOW DRIVE, AND SOUTH WEST PARKWAY, AND ALSO ALONG THE SOUTHERN SIDE OF WEST AVE. D.  
4. THE CITY DOES NOT REGULATE LOT TO LOT DRAINAGE.

HOA NOTE:  
1. HOA PLOT TO OWN AND MAINTAIN ALL DETENTION POND AND DRAINAGE TRACTS.

NON-ACCESS EASEMENT NOTE:  
1. FOR LOTS ADJACENT TO BOTH LALA LANE AND BELLE MEADOW DRIVE AND A LOCAL STREET, THE DRIVEWAY ACCESS SHALL BE OFF THE LOCAL STREET. A 4-FOOT NON-ACCESS EASEMENT IS ALONG THE SIDE OF THE COLLECTOR STREET. THIS IS THE CASE FOR THE FOLLOWING LOTS:  
A. BLOCK 3, LOT 1 AND 16  
B. BLOCK 4, LOT 1

2. A 4-FOOT NON-ACCESS EASEMENT IS ALONG THE REAR OF ALL LOTS OF BLOCK 4.

FEMA NOTE:  
ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BELL COUNTY, TEXAS, MAP NUMBER 18020C020E, EFFECTIVE DATE SEPTEMBER 21, 2018, THIS PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANNING FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



KVADEO LLC  
REMAINING PORTION OF  
37.581 ACRES  
DOCUMENT NO. 20170051871  
OFFICIAL PUBLIC RECORDS

TEESH LLC  
REMAINING PORTION OF  
24.890 ACRES  
DOCUMENT NO. 20180029127  
OFFICIAL PUBLIC RECORDS

OWNER:  
KVADEO LLC  
5201 WILDFLOWER LANE  
TEMPLE, TEXAS 76782  
  
TEESH LLC  
5201 WILDFLOWER LANE  
TEMPLE, TEXAS 76782

QUICK INC.  
LAND SURVEYING  
1500 N. ROBERTSON ROAD, SUITE 200, DALLAS, TEXAS 75243  
PHONE: 214.343.1111  
FAX: 214.343.1112  
WWW.QUICKINC.COM

FINAL PLAT  
THE RIDGE AT BELLE MEADOWS, PHASE I  
CITY OF BELTON, TEXAS

JOB NO. 17-2287  
DATE NOVEMBER 14, 2019  
DRAWN DH  
CHECKED TQ  
SHEET 3 OF 3







## Parkland Variance Request for City Lights Senior Living.

City Lights senior living development will be a highly amenitized senior focused multi-family development. This neighborhood will be fenced and gated to provide safety and security for the residents. City Lights will also include a list of amenities that will serve as an enclosed parks and activities center.

We believe that the senior residents will have very little impact on the local park system and the over \$300,000 of amenities being provided will offset the standard park fees of \$24,000. The amenities list includes:

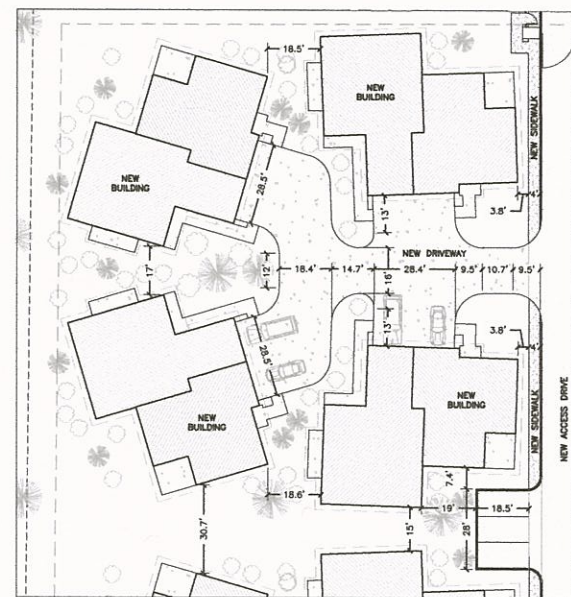
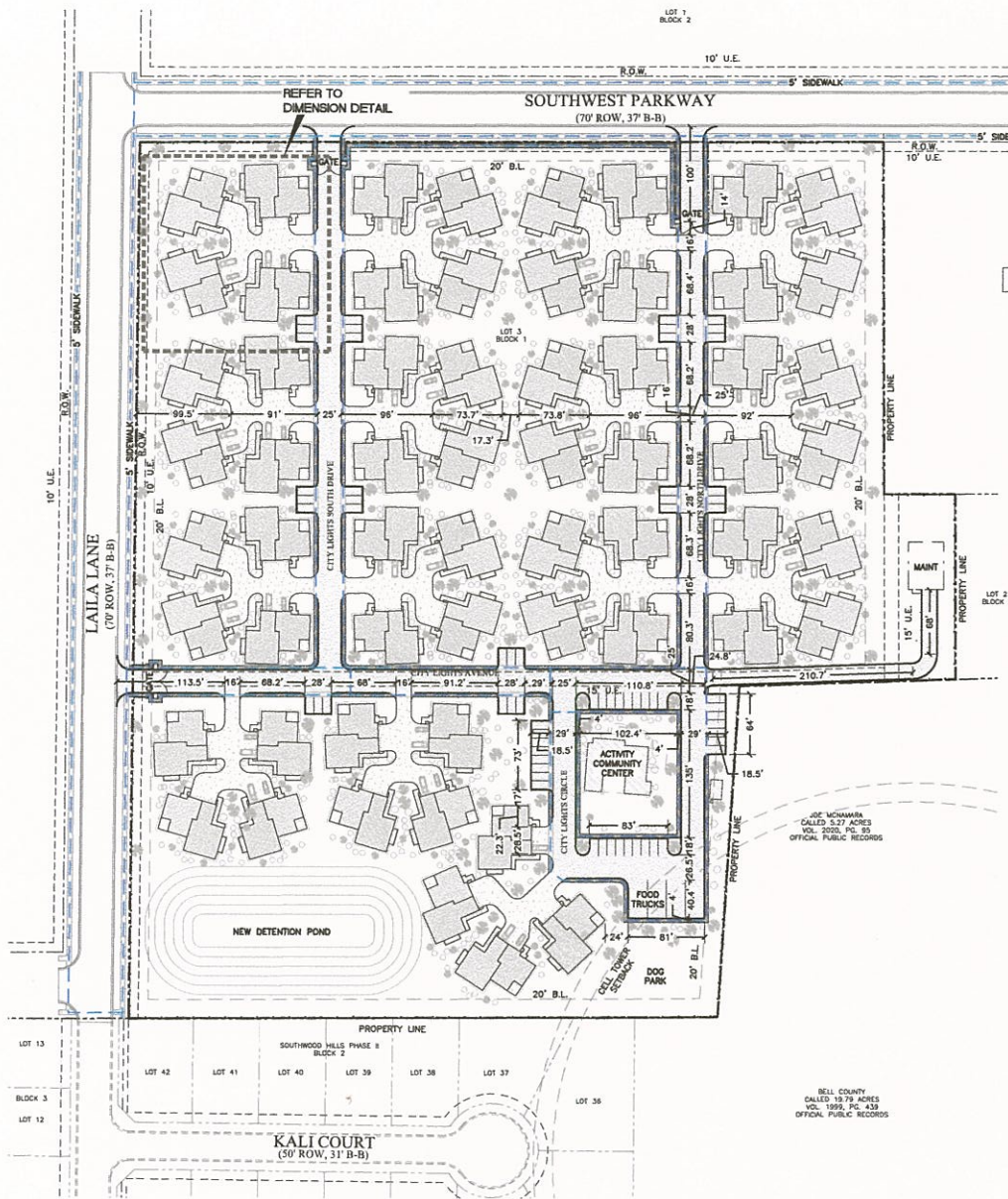
1. Dog Park
2. Community garden
3. Dog wash station
4. Bike repair station
5. Theater
6. Billiards room
7. Kitchennette
8. Lounge/social area
9. Library
10. Conference room
11. Outdoor courtyard with 2 grill stations and firepit
12. walking trail with gazebos
13. Shuttle service
14. Activities director
15. Front door trash pickup
16. Yard watering and landscaping service

Total cost is over \$300,000

This variance was approved with the preliminary plat and the number of amenities has increased since that time. A blueprint of the amenities center has been sent for reference. The remodel and construction of the amenities will be simultaneous with the construction of the neighborhood. The AC will start immediately to serve as the leasing office, showroom, and business office during and after construction.

Thank you,

Todd Scott



Duplex Site Plan/Layout

0 60 120  
FEET

**LEGEND:**

— ACCESSIBLE PATH

**CLARK & FULLER**  
CIVIL ENGINEERING • DESIGN • PLANNING

**CITY LIGHTS**  
BELTON, TEXAS

**PROPOSED SITE LAYOUT**

**DRAWING STATUS**

THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF ASHLEY B. FULLER, P.E., LICENSE NO. 100183, STATE OF TEXAS, EXPIRATION DATE 12-31-2024. ANY USE OF THESE DRAWINGS FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF CLARK & FULLER, P.C. IS STRICTLY PROHIBITED. ANY VIOLATION OF THIS STATEMENT SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL SEAL OF THE ENGINEER.

☒ **DESIGN**

☐ **CONSTRUCTION**

Designed	JDF
Drawn	ECB
Project No.	181929
Plot Date	2-14-19

C2.1



**CITY LIGHTS AMENITIES**  
*Amenity Center*

18377

NOT FOR  
RELY AT ORY  
APPROVAL  
PERMITS OR  
CONSTRUCTION

COPYRIGHT 2019

This document is an instrument of service, and as such, it remains the property of the architect. It is to be used only for the project and site for which it was prepared. No part of this document may be reproduced without the written consent of the architect.

REVISION:

SCHEMATIC DESIGN  
DATE: 2/14/2019  
DRAWN BY: WAM  
CHECKED BY:

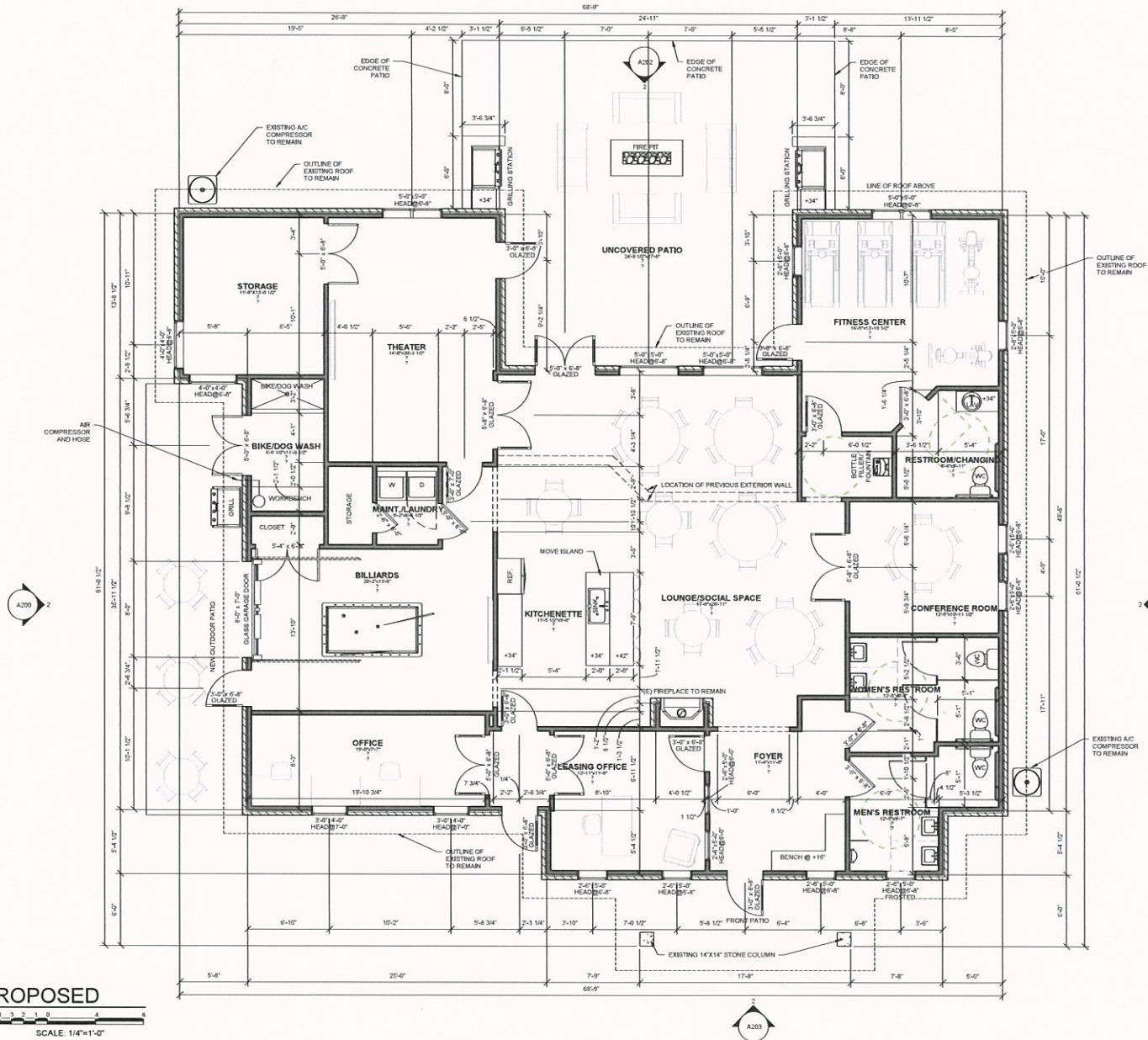
MAIN LEVEL  
FLOOR PLAN -  
PROPOSED

**A101**

**1 MAIN LEVEL - PROPOSED**

1/4" = 1'-0"  
INTERIOR: 3/64" CF

SCALE: 1/4"=1'-0"





# City of Belton

Planning Department

December 3, 2019

**Project: THE RIDGE AT BELLE MEADOWS, PH I**

**Applicant: KDAVEO, LLC.**

**Date Submitted: October 15, 2019**

**2<sup>nd</sup> Review: November 6, 2019**

**3<sup>rd</sup> Review: November 14, 2019 (plat only)**

**4<sup>th</sup> Review: November 21, 2019**

**5<sup>th</sup> Review: December 2, 2019**

**Location: 36.266 ACRES AND WEST AVENUE O/HWY 190**

---

**\*\*\*Please comment back in red under the comments submitted on this sheet.\*\*\***

**\*\*Development Review Committee (DRC) Determination of Plat Status:**

**12/3/19 - NOT ADMINISTRATIVELY COMPLETE, BUT STAFF WILL RECOMMEND  
CONDITIONAL APPROVAL provided all comments below are addressed.**

**PLANNING – Cheryl Maxwell – [CMaxwell@BeltonTexas.gov](mailto:CMaxwell@BeltonTexas.gov):**

Staff recommends approval of the following variances, subject to City Council approval:

1. Approval of reduction in front yard setback from 25' to 20' for single family lots in Blocks 3 and 4.
2. Approval of variance request for the parkland dedication/fee requirement for the duplex development on Block 1, Lot 2, to allow privately maintained amenities as described in the November 19, 2019 staff report, with the condition that a Certificate of Occupancy will not be issued for the duplex development until the amenities are in place, or the park fee (\$24,000 for 120 duplex dwelling units) is paid and placed in an escrow account. Park fee of \$8,200 will be paid for the 41 single family units proposed in Phase I, due at time of plat signatures.

**PUBLIC WORKS/KPA – Angellia Points, [APoints@BeltonTexas.gov](mailto:APoints@BeltonTexas.gov):**

1. Plat
  - a. The plat should not be recorded until the ROW dedication recording number has been added to the plat for Southwood Hills Lot 13 of Block 3.
2. Plans
  - a. Sheet C6.3 – The 45 degree bends (or at least likely one of them) on the 24" RCP needs to be junction boxes per Section 2.05 (Item 6) of the City of Belton Design Manual.
  - b. Sheet C10.1 – The 30" RCP enters the junction where it changes to a 36" at the same flowline as the 36". The soffits should match elevation at this location, not the flowlines. This is per Section 2.05 (Item 4) of the City of Belton Design Manual.
3. Drainage Report
  - a. The storm sewer calculation summary sheets still do not include Lines 20-22 that were added for the storm sewer segments called Utility Spur A and Utility Spur B in the plans. It is noted that individual analysis sheets have been added for these lines.

**GIS – James Gibson, [JGibson@BeltonTexas.gov](mailto:JGibson@BeltonTexas.gov):**

No further comments.

**BUILDING OFFICIAL – Bruce Ebbert, [BEbbert@BeltonTexas.gov](mailto:BEbbert@BeltonTexas.gov):**

No Comments.

**FIRE DEPT – Jeff Booker, [JBooker@BeltonTexas.gov](mailto:JBooker@BeltonTexas.gov):**

No Further Comments.

**POLICE DEPT – Chief Gene Ellis, [GEllis@BeltonTexas.gov](mailto:GEllis@BeltonTexas.gov):**

No Further Comments

**Outside Utility Provider Comments**

- ☐ **Oncor:**
- ☐ **AT&T:**
- ☐ **Atmos Energy:**
- ☐ **Charter Communications:**
- ☐ **Grande Communications:**
- ☐ **Spectrum (Time Warner):**
- ☐ **USPS:**
- ☐ **Clearwater UCD:**
- ☐ **TXDOT:**

**Note: Acceptance by the City of Belton of a plat, zoning change, conceptual drawing, construction drawing, or other development submittal complying with City of Belton minimum standards for drainage does not provide approval beyond what the City may authorize. Approval is limited, and this approval does not limit any obligations you may have under applicable state statutes, such as the Texas Water Code, or federal statutes. You should consult with your own professionals as you continue to pursue this development project.**

Minutes of the  
**Planning and Zoning Commission (P&ZC)**  
City of Belton  
333 Water Street  
Tuesday, November 19, 2019

---

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

- 6. P-19-35 Consider a final plat of The Ridge at Belle Meadows Phase I, comprising 36.266 acres, located on the south side of W. Avenue O, between S. Loop 121 and Connell Street.** (Audio 48:58)

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

Mr. Jarratt recused himself from the item due to familial relationship with the applicant.

Mr. Potts made a motion to approved P-19-35. Ms. Turner seconded the motion. The motion was approved with 5 ayes, 0 nays and 1 abstention.





## Staff Report – City Council Agenda Item

### Agenda Item #11

Consider authorizing the City Manager to execute a contract for the East Street Sidewalk project in conjunction with the Belton Economic Development Corporation, and any change orders associated with the contract, not to exceed the amount authorized under State law.

### Originating Department

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

### Summary Information

On October 5, 2018, the City and the Belton Economic Development Corporation entered into a professional services contract with Kasberg, Patrick & Associates (KPA) to design the East Street Sidewalk project in downtown Belton between E Central and E 1<sup>st</sup> Ave. The project's intent was to beautify N East Street by improving the sidewalks to ADA compliant. Also, the project modified the parking along N East Street to add ADA accessible spaces and to widen the travel lane on East Street for emergency vehicle access.

KPA completed the design in October 2019. The project was advertised in November and bid on November 26, 2019.

Two (2) bids were received for the project, as shown in the following table.

Contractor	Base Bid
TTG Utilities, Gatesville	\$495,337.21
Patin Construction, Taylor	\$645,549.21

The Executive Director of the Economic Development Corporation, Director of Public Works/City Engineer, and KPA evaluated the bids received. After a review of the bids, KPA, BEDC, and Staff recommend proceeding with TTG Utilities' bid. The BEDC Board of Directors met on December 3, 2019, allocated full funding for the project and concurs with the recommendation to award the project to TTG Utilities.

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

### **Fiscal Impact**

The fiscal impact of this item is \$495,337.21 plus any unforeseen change orders. The funding for the project is allocated by the Belton Economic Development Corporation.

Amount: **\$495,337.21**

Budgeted: ☐ Yes ☐ No ☒ Belton Economic Development Corporation

### **Recommendation**

Authorize the City Manager to execute a contract with TTG Utilities for the construction of the East Street Sidewalks project, and any change orders associated with the contract, not to exceed the amount authorized under State law.

### **Attachments**

Engineer's Letter of Recommendation

Bid Tabulation

BEDC Memo



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

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

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

Georgetown  
800 South Austin Avenue  
Georgetown, Texas 78626  
(512) 819-9478

November 26, 2019

Ms. Cynthia Hernandez  
Executive Director  
Belton Economic Development Corporation  
2180 North Main Street-Suite C1  
Belton, Texas 76513

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

RE: North East Street Sidewalk Improvements  
Central Avenue to 1<sup>ST</sup> Avenue  
Belton, Texas

Ms. Hernandez & Ms. Points:

Sealed Bids were received by the Belton City Clerk, Amy. M. Casey, until 2:00 PM on Tuesday, November 26, 2019 at Belton City Hall; 333 Water Street; Belton, Texas, for the North East Street Sidewalk Improvements Project. At 2:00 PM, the sealed Bids were opened publicly and read aloud by Ms. Angellia Points, P.E., Director of Public Works, in the absence of the City Clerk. A Tabulation of the Bids received is attached.

There were two bids received and the low, successful Bidder was TTG Utilities of Gatesville, Texas, in the amount of \$495,337.21. Our Opinion of Probable Construction Cost for the project was \$415,000. This project could be described as a specialty, niche project. The nature of a downtown project is that Central Business Districts are extremely challenging. We called one of the Contractors that attended the pre-bid conference who has performed similar projects as to why they did not submit a bid. The answer was that their company had an enormous amount of work and did not feel that they could give this project the attention that it deserved and that was required. The amount of work available to Contractors in Greater Central Texas is a contributing factor to the lack of bids received.

The low, successful Bidder offers the manpower, the equipment, the expertise, the financial capability and the construction management structure to complete this project. We have worked with this Contractor on similar projects over the last few years and have found that they are very capable of completing the project successfully. The project is to be completed in 140 working days, an equivalent of seven (7) months.

Hernandea/Points  
November 26, 2019  
Page Two

If the BEDC determines that funding is available for this project, we recommend that the Construction Contract be awarded to TTG Utilities of Gatesville, Texas, in the amount of \$495,337.21.

If you have questions or comments about this recommendation letter or this process of award, please contact us and we will respond promptly.

Sincerely,

A handwritten signature in blue ink that reads "Wm. Mack Parker". The signature is written in a cursive, flowing style.

Wm. Mack Parker, P.E.  
Project Manager

xc:



NORTH EAST STREET SIDEWALK IMPROVEMENTS

333 Water Street

November 26, 2019; 2:00 PM

				BIDDER INFORMATION			
				TTG Utilities, LP PO Box 299 Gatesville TX 76528		Patin Construction LLC 3800 W 2nd Street Taylor TX 76574	
Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount
I. PROJECT CONTROL							
1	100%	LS	Mobilization, Bonds & Insurance	\$ 26,500.00	\$ 26,500.00	\$ 32,000.00	\$ 32,000.00
2	4	STA	Preparation of Right-of-Way	2,150.00	8,600.00	15,000.00	60,000.00
3	100%	LS	Prepare Traffic Safety Plan (Vehicles & Pedestrians)	1,480.00	1,480.00	5,000.00	5,000.00
4	100%	LS	Implement Traffic Safety Plan	17,500.00	17,500.00	2,500.00	2,500.00
5	100%	LS	Prepare Building Protection Plan	1,650.00	1,650.00	5,000.00	5,000.00
6	100%	LS	Implement Building Protection Plan	4,200.00	4,200.00	5,000.00	5,000.00
7	100%	LS	Prepare Customer Access Plan	850.00	850.00	5,000.00	5,000.00
8	100%	LS	Implement Customer Access Plan	8,900.00	8,900.00	5,000.00	5,000.00
9	100%	LS	Prepare Trench Safety Plan	1,200.00	1,200.00	3,000.00	3,000.00
10	70	LF	Install, Maintain & Remove Inlet Protection (SWPPP) System	17.50	1,225.00	50.00	3,500.00
11	10	EA	Remove & Replace Existing Informational Signs	580.00	5,800.00	500.00	5,000.00
12	100%	LS	Remove Existing Street Light Pole with Fixture & Dispose	1,400.00	1,400.00	3,000.00	3,000.00
13	100%	LS	Demolish Street Light Concrete Pole Base for 18-inches Depth from Existing Surface, Cap Electrical Conductors and Backfill with Flowable Fill	1,900.00	1,900.00	5,000.00	5,000.00
14	100%	LS	Items Requested by Owner Not on Plans	10,000.00	10,000.00	10,000.00	10,000.00
15	100%	LS	Provide Video of the Project Prior to Beginning Construction	970.00	970.00	500.00	500.00
SUBTOTAL I. PROJECT CONTROL (1 - 15)				\$	92,175.00	\$	149,500.00

Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount
II. WATER IMPROVEMENTS							
1	1	EA	Provide & Install 8-inch x 6-inch Tapping Valve with Sleeve & Valve Box on Existing 8-inch ACP Water Line	\$ 6,085.00	\$ 6,085.00	\$ 15,000.00	\$ 15,000.00
2	320	SF	Provide Trench Safety for Fire Line Tap and 1-inch Service Tap	4.50	1,440.00	10.00	3,200.00
3	100%	LS	Provide Embedment and Backfill for Fire Line	1,200.00	1,200.00	10,000.00	10,000.00
4	24	LF	Provide & Install 6-inch Ductile Iron Fire Line	190.00	4,560.00	250.00	6,000.00
5	2	EA	Provide & Install 6-inch, 45-degree Bends	1,000.00	2,000.00	500.00	1,000.00
6	1	EA	Provide & Install 6-inch 90-degree Bend	1,000.00	1,000.00	500.00	500.00
7	1	EA	Provide & Install 6-inch Cap	995.00	995.00	500.00	500.00
8	100%	LS	Provide & Install 1-inch Service Tap on Existing 8-inch ACP Pipe with Saddle and Corporation Stop	1,085.00	1,085.00	5,000.00	5,000.00
9	100%	LS	Provide & Install 40 Linear Feet of 1-inch Water Service Line with Curb Stop, Including Embedment & Backfill	1,485.00	1,485.00	2,500.00	2,500.00
10	100%	LS	Provide & Install 2-inch PVC Schedule 40 Sleeve with Two, 2-inch Caps, Including Embedment and Backfill	1,850.00	1,850.00	5,000.00	5,000.00
11	100%	LS	Provide Licensed Plumber Services & Materials to Extend 6-inch Fire Line from the Right-of-way Line (Building Exterior) into 117 North East Street &	5,450.00	5,450.00	20,000.00	20,000.00
12	100%	LS	Pressure Test Fire Line Installation and 1-inch Water Service Tap	3,110.00	3,110.00	5,000.00	5,000.00
SUBTOTAL II. WATER IMPROVEMENTS (1 - 12)				\$	30,260.00	\$	73,700.00

Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount
III. SIDEWALK IMPROVEMENTS							
1	509	SY	Remove & Dispose Existing Concrete Sidewalk	\$ 27.00	\$ 13,743.00	\$ 60.00	\$ 30,540.00
2	698	LF	Remove & Dispose Existing Concrete Curb & Gutter	13.00	9,074.00	10.00	6,980.00
3	80	SY	Remove & Dispose Existing Concrete Driveway	48.00	3,840.00	100.00	8,000.00
4	140	SY	Remove Existing Concrete Pavement (8-inches Depth +/-)	55.00	7,700.00	100.00	14,000.00
5	47	SY	Remove and Dispose of Concrete Pavers at the Southeast Corner of 1st Avenue and North East Street as Shown on Plan Sheet 12	33.00	1,551.00	50.00	2,350.00
6	700	LF	Concrete Saw Cut (8-inch Depth)	7.50	5,250.00	3.00	2,100.00
7	1,200	LF	Concrete Saw Cut (6-inch Depth or Less)	5.60	6,720.00	3.00	3,600.00
8	720	LF	HMAC Saw Cut	2.00	1,440.00	1.50	1,080.00
9	25	CY	Provide & Install Flowable Fill for Concrete Pavement Replacement Under Existing Curb & Gutter Removal	430.00	10,750.00	250.00	6,250.00
10	530	SY	Construct 5-inch Depth Concrete Sidewalk	78.00	41,340.00	100.00	53,000.00
11	60	SY	Construct 5-inch Depth Concrete Support for Brick Pavers	78.00	4,680.00	100.00	6,000.00
12	80	SY	Construct 6-inch Depth Concrete Driveway	130.00	10,400.00	150.00	12,000.00
13	472	SF	Provide & Install 4" x 8" Nominal Brick Pavers with Sand Cushion	21.00	9,912.00	50.00	23,600.00
14	21	SF	Install 4" x 8" Nominal Brick Pavers Provided by the City Belton with Sand Cushion	19.00	399.00	50.00	1,050.00
15	100%	LS	Construct Special Concrete Access Ramp with Landing and Domed Brick Pavers	8,550.00	8,550.00	5,000.00	5,000.00
16	130	LF	Provide & Install Pedestrian Barrier Rail (Type D) on Proposed 12-inch Width Retaining Wall	201.05	26,136.50	142.00	18,460.00
17	45	LF	Provide & Install Pedestrian Barrier Rail on Special Concrete Access Ramp with landing	212.00	9,540.00	155.00	6,975.00
18	10	EA	Provide & Install Type 7 Pedestrian Ramp with Domed Pavers	1,200.00	12,000.00	1,500.00	15,000.00
19	100%	LS	Provide & Install 4-inch PVC Pipe with Fittings and Concrete Trough with Solid Steel Lid for Extension of Roof Drain from McWhA Book Store	4,500.00	4,500.00	7,500.00	7,500.00
20	140	LF	Provide & Install 12-inch width Reinforced Concrete Retaining Wall with Footing	175.00	24,500.00	200.00	28,000.00
21	780	LF	Provide & Install Standard 24-inch Reinforced Concrete Curb & Gutter	23.00	17,940.00	15.00	11,700.00
SUBTOTAL III. SIDEWALK IMPROVEMENTS (1 - 21)				\$	229,965.50	\$	263,185.00

IV. STREET & PARKING LOT IMPROVEMENTS							
1	1,852	SY	Provide 2-inch to 3-inch Depth Pavement Milling and Deliver the Millings to Heritage Park or the Belton Public Works Center Depending on Weather	\$ 5.23	\$ 9,685.96	\$ 7.50	\$ 13,890.00
2	1,852	SY	Provide & Install 2-inch HMAC Type "D" Pavement Placement	18.50	34,262.00	17.00	31,484.00
3	100%	LS	Remove Existing Railroad/Trolley Steel Tracks with Cross Ties & Backfill Removal Areas with Type "B" HMAC	12,000.00	12,000.00	12,000.00	12,000.00
4	1,530	SY	Clean Existing Parking Lot to Receive Fog Seal	1.65	2,524.50	1.50	2,295.00
5	1,530	SY	Provide & Install Fog Seal for Existing Parking Lot	3.85	5,890.50	3.50	5,355.00
6	810	LF	Provide & Install 4-inch White Thermoplastic Parking Pavement Markings	3.00	2,430.00	2.30	1,863.00
7	107	LF	Provide & Install 4-inch Blue Thermoplastic Parking Pavement Markings	2.25	240.75	5.50	588.50
8	1,340	LF	Provide & Install 6-inch White Thermoplastic Gore/Perimeter Pavement Markings	3.00	4,020.00	3.50	4,690.00
9	125	LF	Provide & Install 6-inch Blue Thermoplastic Gore Pavement Markings	2.60	325.00	8.75	1,093.75
10	4	EA	Provide & Install Blue/White Thermoplastic Handicap Insignia	520.00	2,080.00	500.00	2,000.00
11	1	EA	Provide & Install Yellow/Black Thermoplastic Motor Bike Parking Insignia	935.00	935.00	685.00	685.00
12	2	EA	Provide & Install Green/White Thermoplastic Bicycle Parking Insignia	935.00	1,870.00	620.00	1,240.00
13	60	LF	Provide & Install 24-inch Wide White Thermoplastic Stop Bar	19.00	1,140.00	25.00	1,500.00
14	192	LF	Provide & Install 24-inch Wide White Thermoplastic Cross Walk Bars	19.00	3,648.00	25.00	4,800.00
15	4	EA	Provide & Install White Thermoplastic Directional Arrow	330.00	1,320.00	360.00	1,440.00
16	4	EA	Provide & Install 48-inch by 48-inch Stop Sign Assemblies	1,950.00	7,800.00	2,800.00	11,200.00
17	100%	LS	Install Bike Racks Provided by City of Belton in Two Locations	3,800.00	3,800.00	5,000.00	5,000.00
18	15	EA	Adjust Existing Gate Valve Boxes to Finished Grade	545.00	8,175.00	250.00	3,750.00
19	8	EA	Adjust Existing Sewer, Storm Drainage and Communication Manholes to Finished Grade	890.00	7,120.00	250.00	2,000.00
20	50	TN	Provide & Install HMAC Type "D" for Street Connections and Level-up as Necessary	260.00	13,000.00	375.00	18,750.00
SUBTOTAL IV. STREET & PARKING LOT IMPROVEMENTS (1 - 20)				\$	122,266.71	\$	125,624.25

Item No.	Estimated Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount
V. ELECTRICAL							
1	410	LF	Provide & Install 2-inch Schedule 40 Electrical Conduit for Street Lighting	\$ 24.00	\$ 9,840.00	\$ 30.00	\$ 12,300.00
2	3	EA	Install Small Junction Boxes (Provided by ONCOR Electric)	780.00	2,340.00	1,000.00	3,000.00
3	5	EA	Install Standard Hole Boxes (Provided by ONCOR Electric)	780.00	3,900.00	1,600.00	8,000.00
4	5	EA	Install Pre-Cast Concrete Pole Bases (Provided by ONCOR Electric) for Street Lights	450.00	2,250.00	2,000.00	10,000.00
5	6	EA	Provide & Install 2-inch Schedule 40 Electrical Conduit Sweep	390.00	2,340.00	40.00	240.00
SUBTOTAL V. ELECTRICAL (1 - 5)				\$	20,670.00	\$	33,540.00

				BIDDER INFORMATION			
				TTG Utilities, LP PO Box 299 Gatesville TX 76528		Patin Construction LLC 3800 W 2nd Street Taylor TX 76574	
SUBTOTAL I. PROJECT CONTROL (1 - 15)				\$	92,175.00	\$	149,500.00
SUBTOTAL II. WATER IMPROVEMENTS (1 - 12)				\$	30,260.00	\$	73,700.00
SUBTOTAL III. SIDEWALK IMPROVEMENTS (1 - 21)				\$	229,965.50	\$	263,185.00
SUBTOTAL IV. STREET & PARKING LOT IMPROVEMENTS (1 - 20)				\$	122,266.71	\$	125,624.25
SUBTOTAL V. ELECTRICAL (1 - 5)				\$	20,670.00	\$	33,540.00
TOTAL PROJECT BID AMOUNT (I. + II. + III. + IV. + V.)				\$	495,337.21	\$	645,549.25

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

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

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

11-26-19  
Date





# Memo

To: BEDC Board  
From: Cynthia Hernandez  
Date: November 27, 2019  
Re: East Street sidewalk renovation

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On November 26, 2019, the bid opening was held at Belton City Hall for the East Street Sidewalk Renovation Project. Five contractors participated in a pre-bid meeting held early this month and only two bids were received.

The enclosed letter from KPA states that the low, successful Bidder is TTG Utilities of Gatesville in the amount of \$495,337.21. The bid received is \$114,337.21 above what has been allocated for this project.

In staff's opinion, factors contributing to the cost increase include project add-ons from BEDC/COB throughout design and only two bids received due to the abundance of construction projects in the region and limited labor.

Other costs associated with the project include contract administration and construction surveying for the project. The total project cost is as follows:

Construction	\$495,337.21
Construction Admin.	\$24,500.00
Construction Surveying	\$5,000.00
<b>Total Cost</b>	<b>\$524,837.21</b>

Currently, the BEDC Capital Fund has \$275,366 in unallocated funds. If we proceed with the project as presented, the unallocated fund balance will be \$131,528.79.

At this time, the Board will need to discuss and consider awarding the contract for construction. If the Board proceeds with construction, the contract will go before City Council in December for their consideration and approval as well.

# East Street Sidewalk Project

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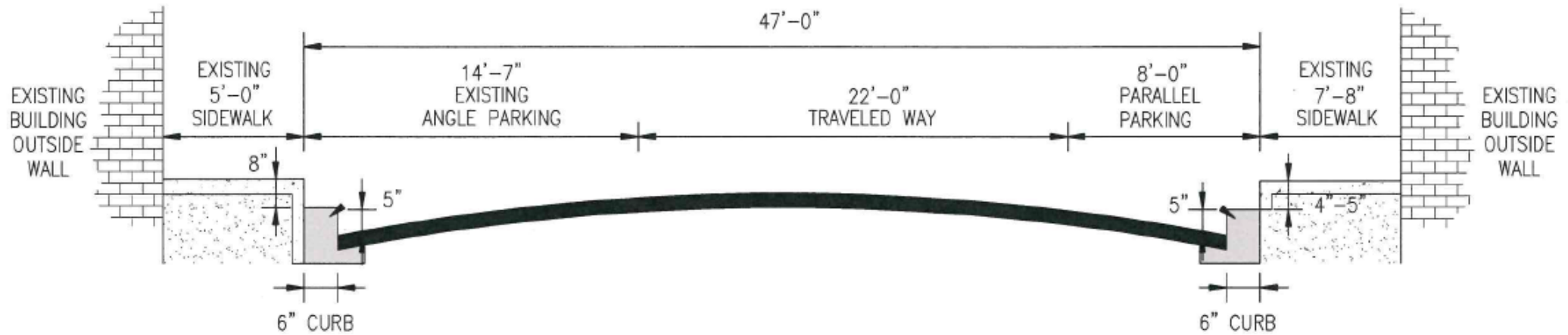
BID AWARD

# Background

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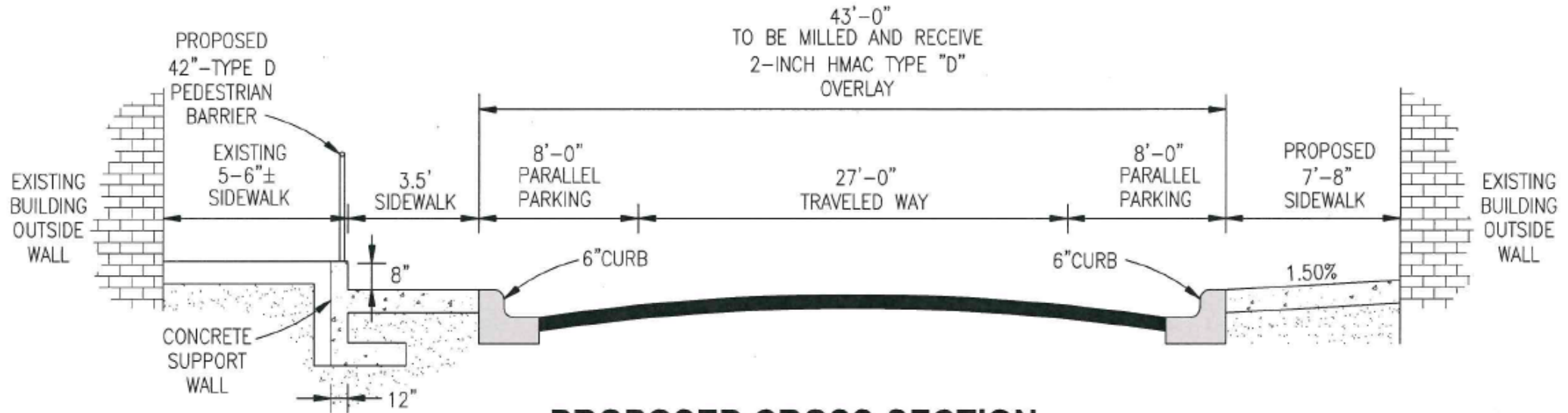
1. October 5, 2018 – KPA started design on East Street to beautify the street, ADA complaint sidewalks, widen travel lanes, modified parking.
2. Multiple neighborhood meetings at Arusha's to discuss project with the affected property owners.
3. Atmos replaced the gas line with City (via plumber) installed service lines.
4. October 2019 – Completed design.
5. November 2019 – Advertised and bid.





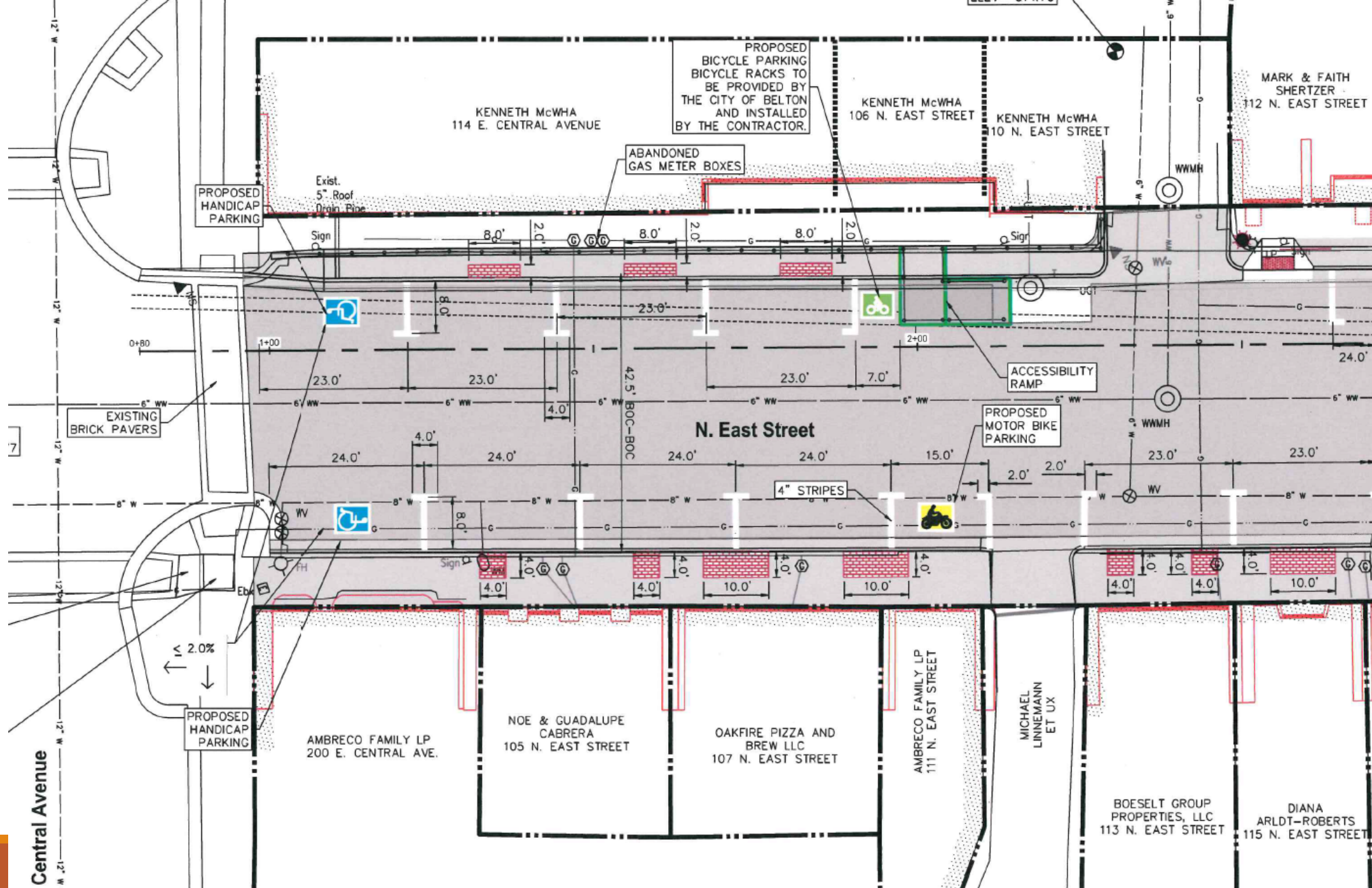
### **EXISTING CROSS-SECTION** **EAST STREET - NORTH OF CENTRAL AVENUE**

*NOT TO SCALE*



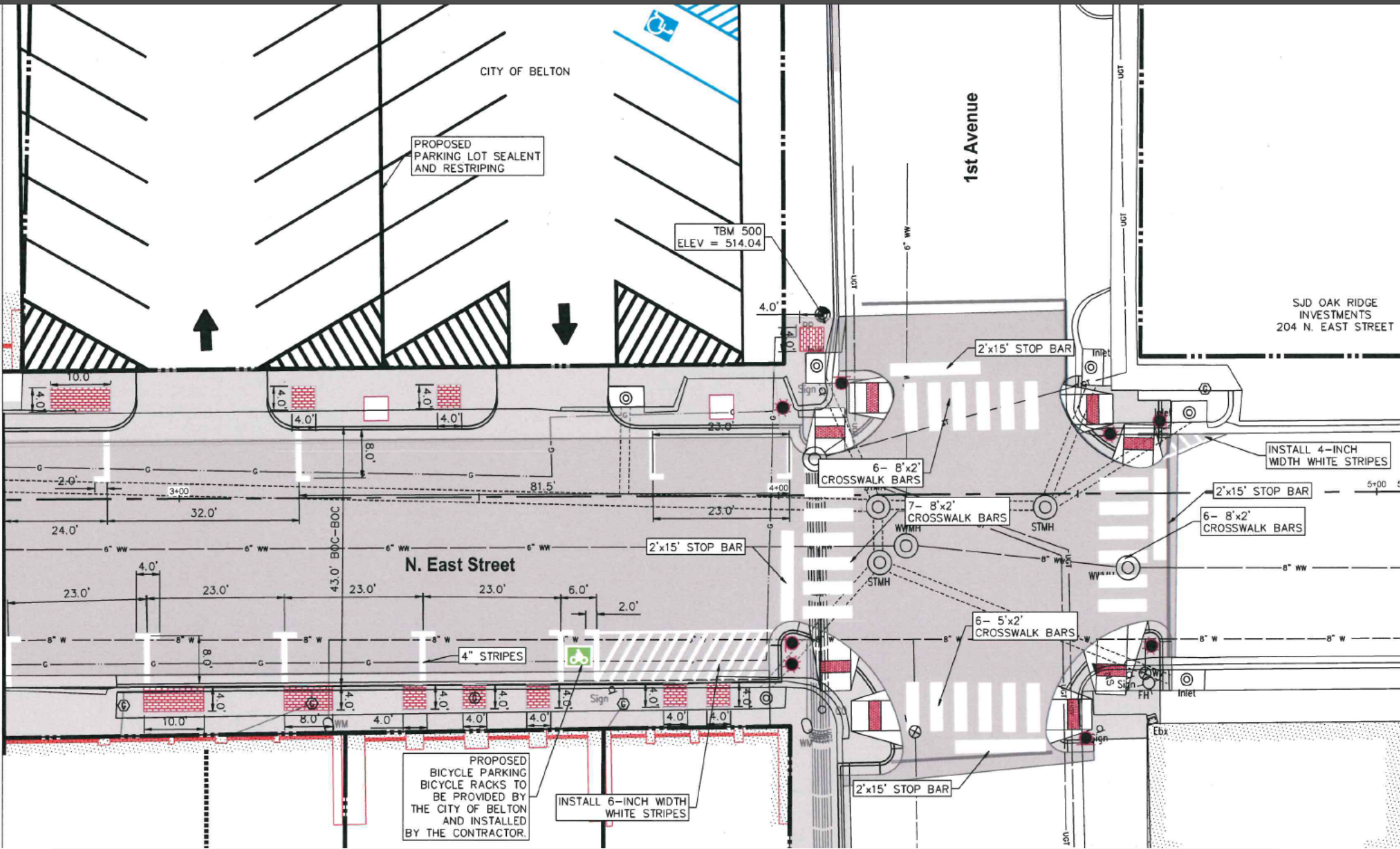
### **PROPOSED CROSS-SECTION** **EAST STREET - NORTH OF CENTRAL AVENUE**

*NOT TO SCALE*





MATCH LINE STATION 2+70



# Bid Summary

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The project was bid on November 26, 2019.

Two (2) qualified bids were received. Funding for project: Belton Economic Development Corporation.

Contractor	Base Bid
TTG Utilities, Gatesville	\$495,337.21
Patin Construction, Taylor	\$645,549.21

The project will be constructed in phases. The entire project is expected to take up to 7 months to complete.

# Recommendation

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Authorize the City Manager to execute a contract with TTG Utilities for the construction of the East Street Sidewalks project, and any change orders associated with the contract, not to exceed the amount authorized under State law.

# Staff Report – City Council Agenda Item



## **Agenda Item #12**

Hold a public hearing and consider an ordinance on first reading authorizing franchise agreements for commercial solid waste services with the following companies:

- A. Waste Connections
- B. Temple Iron & Metal
- C. Sunbright Disposal Services
- D. Eagle Disposal
- E. Waste Management
- F. Red Box Plus

## **Originating Department**

Administration – Amy M. Casey, City Clerk

## **Summary Information**

The companies listed above have current franchise agreements for commercial solid waste services that expire on January 26, 2020. Each has requested a new franchise. The last several agreements have had terms of five years and have had no issues or complaints. Staff is recommending a 10-year term as the terms of the franchise agreements rarely change. The rates charged by the franchisee are market driven and are not set by the City.

In accordance with the City Charter, franchise ordinances require two readings and a public hearing. The second reading will be scheduled for the January 14, 2020, City Council meeting.

## **Fiscal Impact**

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

## **Recommendation**

Hold the public hearing and approve the ordinance on first reading.

## **Attachments**

**Proposed Franchise Ordinance**

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

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

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**WHEREAS,** \_\_\_\_\_ (the "Company"), operates a solid waste and garbage collection service for municipalities; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

The term of this agreement shall be for a 10-year period beginning January 27, 2020, and ending on January 26, 2030. The Company shall begin performance under this Franchise within thirty (30) days from and after the effective date of this Franchise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

#### **Section 19. Taxes.**

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

#### **Section 20. Acceptance by Company.**

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

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

\_\_\_\_\_ (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the Franchise to operate a commercial and industrial refuse and solid waste collection and disposal system within the City as said license is set forth and provided in Ordinance No. 2019-## (the "Ordinance"). The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Franchise.

#### **Section 21. Public Necessity.**

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

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

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

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

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

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

### **Section 23. Severability.**

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

### **Section 24. Captions and Headings.**

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

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

All provisions of the ordinances of the City as now existing or as may be amended from time to time and all provisions of the statutes of the State of Texas applicable to general law cities shall be a part of this Franchise as fully as if the same had been expressly stated herein, and said City retains and may exercise all of the governmental and police powers and all other rights and powers not directly inconsistent with the terms, conditions and provisions of this Franchise.

### **Section 26. Peaceful Enjoyment.**

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

**Section 27. Open Meetings.**

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

**Section 28. Endorsements and Records.**

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

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

**PASSED AND APPROVED** on second and final reading the 14<sup>th</sup> day of January, 2020.

**CITY OF BELTON**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND CONTENT:**

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

The foregoing Ordinance was passed and adopted by the City Council of the City of Belton, Texas, on the 14th day of January, 2020, by a vote of \_\_\_\_ votes for the Ordinance and \_\_\_\_ votes against the Ordinance.

---

Amy M. Casey  
City Clerk

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

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Amy M. Casey  
City Clerk



## Staff Report – City Council Agenda Item

### Agenda Item #13

Consider a response to Gated River One, LLC, regarding the City's Right of First Refusal to purchase the northernmost 30 acres of the former Leon Valley Golf Course.

### Originating Department

Administration – Sam A. Listi, City Manager

### Summary Information

Please see attached Council Agenda Item from May 8, 2018, when the City Council authorized purchase of approximately 85 acres of the former Leon Valley Golf Course for an addition to Heritage Park. One of the Terms and Conditions of the purchase provided the City with the Right of First Refusal, allowing the City “to purchase the remaining 55± acres for three years.” The property owner’s representative, Glenn Hodge, has presented a contract to purchase the northernmost 30 acres of the remaining acreage, at a purchase price of \$1,000,000 (\$33,333/acre). The City paid \$25,000/acre. The 30 acre tract abuts the southern boundary of the Mystic River Subdivision that is undergoing development. Sale of this 30 acre parcel will leave an approximately 21.5 acre tract available for sale/development, and it is being marketed at this time.

The City’s purchase last year doubled the size of Heritage Park to almost 150 acres, and we are actively master planning its future development – a substantial Phase 1 is anticipated, with other phases to come in the future on available land. The grant for \$750,000 was submitted to TxP&W on December 2, 2019, and we are hopeful about our chances. We will be notified of grant award in late Spring 2020, and that decision will guide immediate next steps of park development.

Several factors suggest the City decline the owner’s offer for us to purchase the northernmost 30 acres. First, we believe the 85 acres acquisition last year, creating a 150 acre Heritage Park site, will meet our needs for decades to come. Second, the 30 acres is separated physically from the City’s 150 acre Heritage Park site, making it difficult to justify the purchase, and we are not in a position to buy the entire 51.5 acres. Finally, the purchase price of \$33,333/acre substantially exceeds the City’s purchase price of \$25,000/acre. Therefore, we recommend the City decline to purchase the 30 acres. This does not preclude a future Council decision on the 21.5 acres, located between the 30 acre tract in this proposal and the 150 acre Heritage Park site.

### **Fiscal Impact**

The owner's representative has presented a contract for \$1,000,000 for 30 acres, a cost of \$33,333 per acre. The City is required to match this price to exercise our right to purchase.

Amount: \$1,000,000

Budgeted: ☐ Yes ☒ No

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

Funding Source(s): Not recommended.

### **Recommendation**

Recommend the Council decline the offer to purchase the 30 acre tract.

### **Attachments**

May 8, 2018 Council Agenda Item on Purchase of 85 acres  
November 20, 2019 email from Glenn Hodge to Sam Listi outlining offer on 30 acres  
Aerial Photo showing 30/21.5 acre parcels north of 85 acre Heritage Park purchase  
Contract for 30 acre purchase  
Right of First Refusal Agreement dated May 30, 2018



# Staff Report – City Council Agenda Item



## Agenda Item #7A

Consider the following item concerning the acquisition of municipal parkland:

Authorize the City Manager to take all steps necessary for the purchase of 84.25 acres of parkland, adjacent and north of existing Heritage Park.

### Originating Department

Administration – Sam A. Listi, City Manager

### Summary Information

The Belton City Council recognizes that an exceptional parks and recreation system is a crucial component of maintaining and enhancing Belton's outstanding quality of life. This fact is reflected in the adopted 2016-2026 Parks and Recreation Strategic Master Plan. The Parks Plan identifies Park Priorities, which include as a key element Parkland Acquisition, to meet the community's current and future needs for numerous active and passive recreational uses. Also, the 2018-2022 Strategic Plan, adopted by City Council in September 2017, reiterates this objective with Goal 6a: "Implement updated Parks and Recreation Master Plan, and explore additional Park Enhancements." See attached excerpts.

In order to take an important step toward achieving this Strategic Plan Goal for additional parkland, we are presenting this item for Council's consideration. We evaluated acreage that might be needed for a new freestanding park, as well as addition to an existing park. When this opportunity presented itself to add to Heritage Park, it seemed to make the most sense of the two alternatives. The proposal is to acquire the southernmost 84.25 acres out of the former Leon Valley Golf Course, adjacent and north of existing Heritage Park, while retaining a Right of First Refusal for the remaining 55± acres. The addition of 84.25 acres to the current 65 acres at Heritage Park would double the size of this park, bringing this premier Belton community park to nearly 150 acres. Please see two attached aerial map exhibits for relationship to Heritage Park, existing and proposed developments, and the surrounding street system.

### Acquisition Terms and Conditions:

- Closing by June 1, 2018
- Purchase price \$25,000/acre, based on a Broker's Opinion of Value dated 02/16/18; Total price: \$2,106,250.00
- City has First Right of Refusal to purchase remaining 55± acres for 3 years.
- Seller will convey street ROW dedication for access to the 55± acres to Guthrie.
- City will provide street access to the south boundary of the 55± acres within 3 years if not purchased.

- If the 55± acres are not purchased by the City, and development there does not exceed ten lots, the north/south collector street extension from 22<sup>nd</sup> to Guthrie shown on City's Thoroughfare Plan will not be required.
- City will receive 60% of Leon River water rights, based on purchase of 60% of the former Golf Course tract.

### **Master Planning Process**

We look forward to a robust and community-wide effort to plan the development of an expanded Heritage Park. There are many current and future community needs identified in the Parks Master Plan that can be met with this land addition, and the Parks Board will be tasked with working with staff to develop recommendations to Council to address them. We hope to begin this planning process this fall.

### **Waiver of Retroactivity**

We have been working with the Texas Parks and Wildlife (TxP&W) Department to preserve \$500,000 of this purchase price (the maximum allowed) as a credit for our 50% grant match, to help us develop the park. TxP&W has approved a Waiver of Retroactivity for this purchase, allowing \$500,000 of the purchase price to count as our match towards a \$500,000 grant for a total \$1,000,000 park project. The credit is good at least until August 2019, allowing us to plan proposed park improvements and submit a Parks grant application at that time, with the opportunity for extension if needed. While not a commitment for a TxP&W grant, this action will satisfy our grant match.

### **Fiscal Impact**

At \$25,000/acre, and with 84.25 acres, total purchase price is \$2,106,250. Miscellaneous costs for survey, closing, and legal fees could bring the total to an estimated \$2,125,000. Bond issue costs would be additional and covered by the proceeds of the bond issue.

The proposed source of funding is the fund balance of the General Fund, to be reimbursed by a Certificate of Obligation (Items 7B and 7C). Once the purchase and bond issue are finalized, a budget amendment will be brought forward for Council action.

### **Recommendation**

Recommend approval of this purchase, authorizing the City Manager to take all steps necessary to purchase 84.25 acres of parkland.

### **Attachments**

Strategic Plan Excerpts  
Aerial Photos of Proposed Parkland and Surrounding Area  
Sales Contract and Exhibit A Conditions  
Proposed Mystic River III Exhibit  
TxP&W Waiver of Retroactivity

## Sam Listi

---

**From:** saladotx@gmail.com  
**Sent:** Wednesday, November 20, 2019 1:42 PM  
**To:** Sam Listi  
**Cc:** 'Ryan Hodge'; 'Billy Pipes'; Don Grobowsky; 'Spence Jackson'; 'Wick Thomas'  
**Subject:** signed contract  
**Attachments:** GoogleEarth\_Image.jpg; signed and dated 11202019 contract on 30 ac.pdf

Sam

Good afternoon

The attached is a signed offer on 30 acres of the 55 acres the city has a first right of refusal on. The contract is for \$1,000,000.00 for the 30 acres. I have attached the google aerial so you can see as well.

Let me know you have received and if I am correct the 60 day time line would start today for your first right of refusal.

Give me a ring and we can talk though the process

Thanks again for your help

Glenn Hodge  
First Texas Brokerage  
PO Box 297  
Salado, TX 76571  
254-947-5577 Office  
254-718-2000 Cell  
saladotx@gmail.com

Google Earth streams the world over wired and wireless networks enabling users to virtually go anywhere on the planet and see places in photographic detail. This is not like any map you have ever seen. This is a 3D model of the real world, based on real satellite images combined with maps, guides to restaurants, hotels, entertainment, businesses and more. You can zoom from space to street level instantly and then pan or jump from place to place, city to city, even country to country.

Get Google Earth. Put the world in perspective.

(<http://earth.google.com>)

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GUTHRIE ENTRANCE

30 ac

21.5 ac

24TH STREET ENTRANCE

85 ac city of belton purchase

E Estate Dr

S Estate Dr

E 21st Ave

E 25th Ave

E 24th Ave

E 22nd Ave

E 21st Ave

E 20th Ave

N Penelope St

N East St

N Main St

Leon St

Hilltop St

Downing St

N Beal St

Landmark Dr

Charter Oak Loop

S Pea Ridge Rd

Old Waco Rd

Riverside Trail

© 2018 Google

Google Earth

1995

31°04'39.37" N 97°26'30.20" W elev 521 ft eye alt 9489 ft





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)  
**FARM AND RANCH CONTRACT**

2-12-18



1. **PARTIES:** The parties to this contract are GATED RIVER ONE LLC (Seller) and HCS FUNDS, LIMITED PARTNERSHIP (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the "Property".
  - A. **LAND:** The land situated in the County of BELL, Texas, described as follows: 30 ACRES OUT OF 51.506 ACRE TRACT OF LAND BEING THAT REMAINING PORTION OF THAT CALLED 138.53 ACRE TRACT OF LAND DOCUMENT #200900025323 or as described on attached exhibit, also known as 30 ACRES OUT OF 51.506, BELTON, TX 76513 (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.
  - B. **IMPROVEMENTS:**
    - (1) **FARM and RANCH IMPROVEMENTS:** The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.
    - (2) **RESIDENTIAL IMPROVEMENTS:** The house, garage, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
  - C. **ACCESSORIES:**
    - (1) **FARM AND RANCH ACCESSORIES:** The following described related accessories: (check boxes of conveyed accessories) ☐ portable buildings ☐ hunting blinds ☐ game feeders ☐ livestock feeders and troughs ☐ irrigation equipment ☐ fuel tanks ☐ submersible pumps ☐ pressure tanks ☐ corrals ☐ gates ☐ chutes ☐ other: \_\_\_\_\_
    - (2) **RESIDENTIAL ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garages, (ii) entry gates, and (iii) other improvements and accessories.
  - D. **CROPS:** Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.
  - E. **EXCLUSIONS:** The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: NONE
  - F. **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
  - A. Cash portion of Sales Price payable by Buyer at closing ..... \$ 1,000,000.00
  - B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. .... \$ \_\_\_\_\_
  - C. Sales Price (Sum of A and B) ..... \$ 1,000,000.00
  - D. The Sales Price ☐ will ☐ will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be calculated on the basis of \$ \_\_\_\_\_ per acre. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within \_\_\_\_\_ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.
4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: GLENN HODGE IS A LICENSED REAL ESTATE AGENT AND PART OF THE PRINCIPAL OF THIS CONTRACT
5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$ 50,000.00 as earnest money to, FIRST COMMUNITY TITLE COMPANY, as escrow agent, at TEMPLE, TX (address). Buyer shall deposit additional earnest money of \$ \_\_\_\_\_ with escrow agent within \_\_\_\_\_ days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

Initialed for identification by Buyer

*SJ*

and Seller

*GH*

TREC NO. 25-12

**6. TITLE POLICY AND SURVEY:**

- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by: **FIRST COMMUNITY TITLE COMPANY** (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) The standard printed exception for standby fees, taxes and assessments.
  - (2) Liens created as part of the financing described in Paragraph 3.
  - (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
  - (4) The standard printed exception as to marital rights.
  - (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
  - (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☒ (i) will not be amended or deleted from the title policy; or
- ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
- (7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only):
- ☐ (1) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. The existing survey ☐ will ☐ will not be recertified to a date subsequent to the Effective Date of this contract at the expense of ☐ Buyer ☐ Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of ☐ Buyer ☐ Seller no later than 3 days prior to Closing Date.
- ☐ (2) Within \_\_\_\_\_ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☒ (3) Within 70 days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- ☐ (4) No survey is required.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 14 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

- E. **EXCEPTION DOCUMENTS:** Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

Initialed for identification by Buyer JS

and Seller MD



Document

Date

Recording Reference

- F. **SURFACE LEASES:** Prior to the execution of the contract, Seller has provided Buyer with copies of written leases and given notice of oral leases (Leases) listed below or on the attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: **NONE**
- G. **TITLE NOTICES:**
- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
  - (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
  - (3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
  - (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
  - (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
  - (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
  - (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
  - (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
  - (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
  - (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code,

Initialed for identification by Buyer

and Seller

(Address of Property)

that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

**7. PROPERTY CONDITION:**

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**  
(Check one box only)

- ☐ (1) Buyer has received the Notice
- ☐ (2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☒ (3) The Texas Property Code does not require this Seller to furnish the Notice.

C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.

D. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

E. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.

F. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

Initialed for identification by Buyer SJ and Seller [Signature]

- I. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ \_\_\_\_\_. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- J. **GOVERNMENT PROGRAMS:** The Property is subject to the government programs listed below or on the attached exhibit:  
Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.
8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. **CLOSING:**
- A. The closing of the sale will be on or before January 29, 2020, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
  - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
  - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
  - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
  - (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.
10. **POSSESSION:**
- A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. **Leases:**
- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
  - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)
- 1) **DEED RESTRICTIONS TO BE AGREED UPON BY BOTH BUYER AND SELLER WITHIN 30 DAYS AFTER THE EFFECTIVE DATE OF CONTRACT. SAID DEED RESTRICTIONS WILL APPLY TO THE ADJOINING APPROX 20 ACRES ON SOUTHEAST END AND APPROX 57 ACRES ON NORTHWEST END.**
  - 2) **BUYER UNDERSTANDS THE CITY OF BELTON HAS A 60 DAY FIRST RIGHT OF REFUSAL TO MATCH ANY OFFER. SHOULD THE CITY OF BELTON EXERCISE THEIR OPTION THEN THIS CONTRACT BECOMES NULL AND VOID. SHOULD THE CITY OF BELTON CHOOSE NOT TO EXERCISE FIRST RIGHT OF REFUSAL THEN THIS CONTRACT SHALL PROCEED TO CLOSE.**
  - 3) **BUYER AND SELLER AGREE TO SPLIT 50/50 THE COST OF THE SURVEY.**

**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$\_\_\_\_\_ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

Initialed for identification by Buyer

SJ

and Seller

PA

**18. ESCROW:**

- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

**19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

**20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

**21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

**To Buyer**

at: \_\_\_\_\_

**To Seller**at: PO BOX 297SALADO, TX 76571

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

Phone: (254)947-5577

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: SPENCEJ58@GMAIL.COME-mail: SALADOTX@GMAIL.COM

Initialed for identification by Buyer

*SJ*

and Seller

*LB*

(Address of Property)

**22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- |   |  |
|---|--|
| <input type="checkbox"/> Third Party Financing Addendum   | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum  |
| <input type="checkbox"/> Seller Financing Addendum  | <input type="checkbox"/> Seller's Temporary Residential Lease  |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Short Sale Addendum   |
| <input type="checkbox"/> Buyer's Temporary Residential Lease  | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway   |
| <input type="checkbox"/> Loan Assumption Addendum   | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer   | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area  |
| <input type="checkbox"/> Addendum for "Back-Up" Contract  | <input checked="" type="checkbox"/> Other (list): <b>INFORMATION ABOUT BROKERAGE SERVICES EXHIBIT A</b>  |
| <input type="checkbox"/> Addendum for Coastal Area Property   |  |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing   |  |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal                       |  |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals                                |  |

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 100.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 30 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☐ will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

**24. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: \_\_\_\_\_

Seller's Attorney is: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

EXECUTED the 20 day of November, 2019 (EFFECTIVE DATE).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Spence Jackson  
Buyer SPENCE JACKSON



11/20/2019 06:12  
PM GMT

[Signature]  
Seller GATED RIVER ONE LLC

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 25-12. This form replaces TREC NO. 25-11.



## RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker:

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

Listing Broker:

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

## BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

Other Broker \_\_\_\_\_ License No. \_\_\_\_\_ FIRST TEXAS BROKERAGE COMPANY 0470284  
Listing or Principal Broker \_\_\_\_\_ License No. \_\_\_\_\_

Associate's Name \_\_\_\_\_ License No. \_\_\_\_\_ Listing Associate's Name \_\_\_\_\_ License No. \_\_\_\_\_

Associate's Email Address \_\_\_\_\_ Phone \_\_\_\_\_ SALADOTX@GMAIL.COM (254)947-5577  
Listing Associate's Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Licensed Supervisor of Associate \_\_\_\_\_ License No. \_\_\_\_\_ Licensed Supervisor of Listing Associate \_\_\_\_\_ License No. \_\_\_\_\_

Other Broker's Office Address \_\_\_\_\_ Phone \_\_\_\_\_ PO BOX 297 (254)947-5577  
Listing Broker's Office Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ SALADO TX 76571  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

represents ☐ Buyer only as Buyer's agent  
☐ Seller as Listing Broker's subagent

Selling Associate \_\_\_\_\_ License No. \_\_\_\_\_

Selling Associate's Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Licensed Supervisor of Selling Associate \_\_\_\_\_ License No. \_\_\_\_\_

Selling Associate's Office Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

represents ☒ Seller Only  
☐ Buyer Only  
☐ Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☐ Seller ☐ Buyer will pay Listing/Principal Broker ☐ a cash fee of \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the total Sales Price; and (b) ☐ Seller ☐ Buyer will pay Other Broker ☐ a cash fee of \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

  
Seller GATED REVER ONE LLC

  
Buyer SPENCE JACKSON



11/20/2019  
06:12 PM GMT

Seller \_\_\_\_\_

Buyer \_\_\_\_\_

Do not sign if there is a separate written agreement for payment of Brokers' fees.

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_  
is acknowledged.

Seller or Listing Broker \_\_\_\_\_ Date \_\_\_\_\_

**EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**CONTRACT RECEIPT**

Receipt of the Contract is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**ADDITIONAL EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ additional Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_



**QUICK INC.**  
LAND SURVEYING

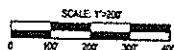


TABLE 2		
Year	Number of cases	Percentage of total
1971	10	10.0
1972	15	15.0
1973	20	20.0
1974	25	25.0
1975	30	30.0
1976	35	35.0
1977	40	40.0

CITY DATA					
CITY	POP.	AREA	OFF.	CHURCHES	CHURCHES
C	1000	1000	1000	1000	1000

SURVEY SHOWING A 51.506 ACRE TRACT OF LAND, LOCATED IN THE  
WATLIDA CORNBELL SURVEY, ABSTRACT NO. 6, BELL COUNTY, TEXAS, SAID  
51.506 ACRE TRACT OF LAND BEING THE REMAINING PORTION OF THAT  
CALLED 138.53 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO.  
200900025313, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.

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# QUICK INC.

## LAND SURVEYING

Office Address: 3303 Shell Rd. Suite 4, Georgetown, Texas 78628  
Phone: 512-915-4950

### FIELD NOTES FOR A 51.506 ACRE TRACT OF LAND:

BEING A 51.506 ACRE TRACT OF LAND, LOCATED IN THE MATILDA CONNELL SURVEY, ABSTRACT NO. 6, BELL COUNTY, TEXAS; SAID 51.506 ACRE TRACT BEING THE REMAINING PORTION OF THAT CALLED 138.53 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 200900025323, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 51.506 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1" iron pipe located at an interior corner of said 138.53 acre tract, the southeast corner of Lot 1, Block 5, Oak View, recorded in Cabinet 2, Slide 153-A, Plat Records, Bell County, Texas, and being the southwest corner of the herein described tract of land;

1. Thence, with the west line of said 138.53 acre tract, the east line of Block 5 of Oak View, N 12° 07' 21" W, a distance of 1458.21' (Record: N 08° 31' 00" W, a distance of 1458.48'), to a 1/2" iron rod located in the west line of said 138.53 acre tract, being the northeast corner of a called Lot 5, Block 6, Oak View, recorded in the plat of record in Cabinet 2, Slide 153-A, the southeast corner of a called 0.714 acre tract of land recorded in Volume 2737, Page 497, Official Public Records, Bell County, Texas, and being an angle point in the herein described tract of land;
2. Thence, with the west line of said 138.53 acre tract, the east line of said 0.714 acre tract, N 13° 06' 32" W, a distance of 976.92' (Record: N 09° 30' 34" W, a distance of 978.18'), to a 1" iron pipe located in the west line of said 138.53 acre tract, a southeast corner of a called 84.59 acre tract of land recorded in Document No. 200800023757, Official Public Records, Bell County, Texas, and being an exterior corner of the herein described tract of land;

Thence, across the remainder of said 138.53 acre tract, the following six (6) courses and distances:

3. N 89° 41' 18" E, a distance of 79.59', to a 1/2" iron with a blue "Quick Inc. RPLS 6447" plastic cap set for an angle point in the herein described tract of land;
4. N 14° 58' 10" W, a distance of 62.02', to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap set for an angle point in the herein described tract of land;
5. S 89° 41' 18" W, a distance of 17.57', to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap set for an angle point in the herein described tract of land;
6. N 14° 58' 10" W, a distance of 106.19', to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap set for the beginning of a curve to the left in the herein described tract of land;
7. Continuing with said curve to the left containing a radius of 230.00', a central angle of 28° 58' 23", whose chord bears N 29° 27' 21" W, a chord length of 115.07', and a curve length of 116.30', to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap set for a point of tangency in the herein described tract of land;
8. N 43° 56' 32" W, a distance of 64.44', to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap set for an angle point in the herein described tract of land;

9. Thence, with an east line of the remainder of said 84.59 acre tract, the west line of the remainder of said 138.53 acre tract, N 14° 58' 10" W, a distance of 93.53', to a 2" metal pipe located in the west line of the remainder of said 138.53 acre tract, an east line of the remainder of said 84.59 acre tract, and being an angle point in the herein described tract of land;

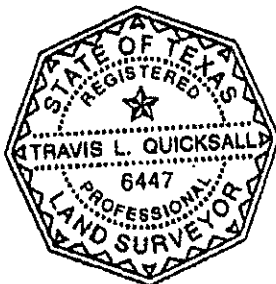
Thence, with the north line of the remainder of said 138.53 acre tract, the south line of the remainder of said 84.59 acre tract, the following two (2) courses and distances:

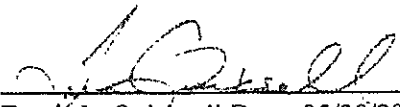
10. S 79° 39' 58" E, a distance of 85.91' (Record: S 78° 28' 53" E, a distance of 90.31'), to a mag nail set in rock for an angle point in the herein described tract of land;
11. N 89° 30' 06" E, at a distance of 595.02' passing a 1/2" iron rod found for a point of reference and continuing a total distance of 624.07' (Record: N 86° 51' 53" E, a distance of 584.95'), to a calculated point in the gradient boundary of the Leon River, said point being the northeast corner of the remainder of said 138.53 acre tract, the southeast corner of the remainder of said 84.59 acre tract, and being the northeast corner in the herein described tract of land;

Thence, with the east line of said 138.53 acre tract, the gradient boundary in the west bank of Leon River, the following seven (7) courses and distances:

12. S 17° 37' 45" E, a distance of 336.55', to a calculated point located for an angle point of the herein described tract of land;
13. S 15° 44' 25" E, a distance of 159.01', to a calculated point located for an angle point of the herein described tract of land;
14. S 16° 48' 44" E, a distance of 183.90', to a calculated point located for an angle point of the herein described tract of land;
15. S 21° 51' 47" E, a distance of 364.42', to a calculated point located for an angle point of the herein described tract of land;
16. S 21° 52' 43" E, a distance of 630.49', to a calculated point located for an angle point of the herein described tract of land;
17. S 15° 42' 31" E, a distance of 641.10', to a calculated point located for an angle point of the herein described tract of land;
18. S 11° 14' 52" E, a distance of 437.49', to a calculated point located in the east line of said 138.53 acre tract, the west gradient line of the Leon river, said point being the southeast corner of the herein described tract of land;
19. Thence, across said 138.53 acre tract, S 80° 42' 13" W, a distance 913.69', to the POINT OF BEGINNING containing 51.506 acres of land.

Basis of Bearing: Texas State Plane, Central Zone, NAD83



  
Travis L. Quicksall Date: 05/30/2018  
RPLS #6447  
Job #15-2127



11/2/2015

## Information About Brokerage Services

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

First Texas Brokerage Company PO Box 297 Salado, TX 76571  
Glen Hodge

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Phone: 254-947-5577

Fax:

IABS 1-0 Date  
30 ACRES MYSTI



## **Right of First Refusal Agreement**

### **Basic Information**

**Date:** May 30, 2018

**Grantor:** Gated River One, LLC, a Texas limited liability company

**Grantor's Address:**

Gated River One, LLC  
P.O. Box 297  
Salado, Texas 76571

**Grantee:** City of Belton, Texas, a Texas municipality

**Grantee's Address:**

City of Belton, Texas  
P.O. Box 120  
Belton, Texas 76513

**Property:**

A tract of land out of the M. F. Connell Survey, Abstract No. 6, Bell County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

**Term:** May 30, 2018 to June 1, 2021.

**A. Grant**

A.1. Grantor grants to Grantee a right of first refusal to acquire the Property.

A.2. During the Term, if Grantor receives an offer for the sale or other transfer of the Property or any portion thereof or interest therein for any form of consideration that Grantor wishes to accept, Grantor agrees to notify Grantee in writing before accepting the offer. The notice will state the identity of the proposed transferee and the complete terms of the proposed transfer. If the proposed consideration for the transfer is other than cash, the notice will also state the cash equivalent reasonably determined by the Grantor for the noncash consideration.

A.3. Grantee will have the right to purchase the Property on the terms set forth in Grantor's notice by giving written notice to Grantor within thirty days following the receipt of Grantor's notice. If Grantee affirmatively exercises such right, the Property will be transferred to Grantee, and Grantee will pay to Grantor the consideration on the terms set forth in the notice from Grantor.

A.4. If Grantee does not affirmatively exercise its right within the thirty-day period, Grantor may transfer the Property to the party and on the terms described in Grantor's notice to Grantee within the ninety-day period following the expiration of the thirty-day period. If a transfer is not consummated within the ninety-day period, Grantor may not transfer the Property without again complying with the provisions of this Agreement. If Grantor wishes to effect a transfer on terms that are less favorable to Grantor than those described in Grantor's notice, Grantor must repeat the process set forth in this Agreement by giving a new notice to Grantee setting forth the new terms. If Grantor timely consummates a transfer, this Agreement will automatically terminate when the Property is conveyed to the party named in Grantor's notice to Grantee.

A.5. If an offer received by Grantor calls for delivery of a promissory note or other deferred payment obligation, the promissory note or other deferred payment obligation of Grantee will be deemed equivalent to those offered.

A.6. If any offer provides for noncash consideration, Grantee disputes Grantor's determination of the value of the noncash consideration set forth in Grantor's notice, and Grantor and Grantee cannot resolve the dispute within five business days after Grantee gives notice of the dispute to Grantor, the matter will be submitted to binding arbitration in Belton, Texas, under the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator, and the determination of such arbitrator shall be binding on both parties. The thirty-day period for exercise of Grantee's rights will be tolled during the period the arbitration proceeding is pending.

A.7. The rights granted in this Agreement expire at the end of the Term.

**B. Transfers by Gift, Devise, Descent, or Otherwise without Consideration**

If the Property is transferred by gift, devise, descent, or another transaction that does not involve the payment of consideration in any form, the provisions of this Agreement will be fully binding on the person acquiring title to the Property in that transaction.

**C. Recordation**

Grantee may record this Agreement or a memorandum of this Agreement in the real property records of Bell County, Texas. Grantee will, on request, execute and record a release of this Agreement following its expiration or termination.

**D. Assignment**

Grantee may not assign its rights under this Agreement.

**E. Notices**

Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States

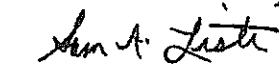
Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may be also given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

Gated River One, LLC, a Texas limited liability company

By: Wildcreek, LLC, a Texas limited liability company, its the sole member and manager

  
Glenn A. Hodge, Manager

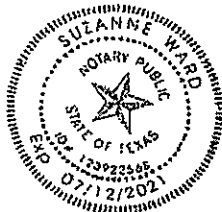
City of Belton, Texas, a Texas municipality,

  
Sam A. Listi, City Manager

#### ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before m on the 30<sup>th</sup> day of May, 2018, by Glenn A. Hodge, Manager, of Wildcreek, LLC, the sole member and manager of Gated River One, LLC, a Texas limited liability company, on behalf of said company.



  
NOTARY PUBLIC, STATE OF TEXAS

# QUICK INC.

## LAND SURVEYING

Office Address: 3303 Shell Rd. Suite 4, Georgetown, Texas 78628  
Phone: 512-915-4950

### FIELD NOTES FOR A 51.506 ACRE TRACT OF LAND:

BEING A 51.506 ACRE TRACT OF LAND, LOCATED IN THE MATILDA CONNELL SURVEY, ABSTRACT NO. 6, BELL COUNTY, TEXAS; SAID 51.506 ACRE TRACT BEING THE REMAINING PORTION OF THAT CALLED 138.53 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 200900025323, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 51.506 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1" iron pipe located at an interior corner of said 138.53 acre tract, the southeast corner of Lot 1, Block 5, Oak View, recorded in Cabinet 2, Slide 153-A, Plat Records, Bell County, Texas, and being the southwest corner of the herein described tract of land;

1. Thence, with the west line of said 138.53 acre tract, the east line of Block 5 of Oak View, N 12° 07' 21" W, a distance of 1458.21' (Record: N 08° 31' 00" W, a distance of 1458.48'), to a 1/2" iron rod located in the west line of said 138.53 acre tract, being the northeast corner of a called Lot 5, Block 6, Oak View, recorded in the plat of record in Cabinet 2, Slide 153-A, the southeast corner of a called 0.714 acre tract of land recorded in Volume 2737, Page 497, Official Public Records, Bell County, Texas, and being an angle point in the herein described tract of land;
2. Thence, with the west line of said 138.53 acre tract, the east line of said 0.714 acre tract, N 13° 06' 32" W, a distance of 976.92' (Record: N 09° 30' 34" W, a distance of 978.18'), to a 1" iron pipe located in the west line of said 138.53 acre tract, a southeast corner of a called 84.59 acre tract of land recorded in Document No. 200800023757, Official Public Records, Bell County, Texas, and being an exterior corner of the herein described tract of land;

Thence, across the remainder of said 138.53 acre tract, the following six (6) courses and distances:

3. N 89° 41' 18" E, a distance of 79.59' to a 1/2" iron with a blue "Quick Inc. RPLS 6447" plastic cap set for an angle point in the herein described tract of land;
4. N 14° 58' 10" W, a distance of 62.02', to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap set for an angle point in the herein described tract of land;
5. S 89° 41' 18" W, a distance of 17.57', to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap set for an angle point in the herein described tract of land;
6. N 14° 58' 10" W, a distance of 106.19', to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap set for the beginning of a curve to the left in the herein described tract of land;
7. Continuing with said curve to the left containing a radius of 230.00', a central angle of 28°58'23", whose chord bears N 29° 27' 21" W, a chord length of 115.07', and a curve length of 116.30', to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap set for a point of tangency in the herein described tract of land;
8. N 43° 56' 32" W, a distance of 64.44', to a 1/2" iron rod with a blue "Quick Inc. RPLS 6447" plastic cap set for an angle point in the herein described tract of land;

EXHIBIT A



9. Thence, with an east line of the remainder of said 84.59 acre tract, the west line of the remainder of said 138.53 acre tract, N 14° 58' 10" W, a distance of 93.53', to a 2" metal pipe located in the west line of the remainder of said 138.53 acre tract, an east line of the remainder of said 84.59 acre tract, and being an angle point in the herein described tract of land;

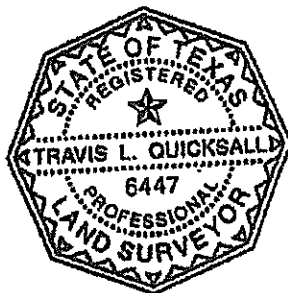
Thence, with the north line of the remainder of said 138.53 acre tract, the south line of the remainder of said 84.59 acre tract, the following two (2) courses and distances:

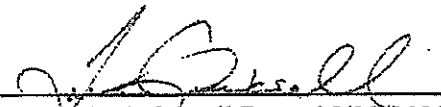
10. S 79° 39' 58" E, a distance of 85.91' (Record: S 78° 28' 53" E, a distance of 90.31'), to a mag nail set in rock for an angle point in the herein described tract of land;
11. N 89° 30' 06" E, at a distance of 595.02' passing a 1/2" iron rod found for a point of reference and continuing a total distance of 624.07' (Record: N 86° 51' 53" E, a distance of 584.95'), to a calculated point in the gradient boundary of the Leon River, said point being the northeast corner of the remainder of said 138.53 acre tract, the southeast corner of the remainder of said 84.59 acre tract, and being the northeast corner in the herein described tract of land;

Thence, with the east line of said 138.53 acre tract, the gradient boundary in the west bank of Leon River, the following seven (7) courses and distances:

12. S 17° 37' 45" E, a distance of 336.55', to a calculated point located for an angle point of the herein described tract of land;
13. S 15° 44' 25" E, a distance of 159.01', to a calculated point located for an angle point of the herein described tract of land;
14. S 16° 48' 44" E, a distance of 183.90', to a calculated point located for an angle point of the herein described tract of land;
15. S 21° 51' 47" E, a distance of 364.42', to a calculated point located for an angle point of the herein described tract of land;
16. S 21° 52' 43" E, a distance of 630.49', to a calculated point located for an angle point of the herein described tract of land;
17. S 15° 42' 31" E, a distance of 641.10', to a calculated point located for an angle point of the herein described tract of land;
18. S 11° 14' 52" E, a distance of 437.49', to a calculated point located in the east line of said 138.53 acre tract, the west gradient line of the Leon river, said point being the southeast corner of the herein described tract of land;
19. Thence, across said 138.53 acre tract, S 80° 42' 13" W, a distance 913.69', to the POINT OF BEGINNING containing 51.506 acres of land.

Basis of Bearing: Texas State Plane, Central Zone, NAD83



  
Travis L. Quicksall Date: 05/30/2018  
RPLS #6447  
Job #15-2127