



City of Belton, Texas

City Council Meeting Agenda
Tuesday, December 8, 2020 - 5:30 p.m.
Wright Room at the Harris Community Center
401 N. Alexander, Belton, Texas

**PLEASE NOTE: FACE COVERINGS WILL BE REQUIRED
WHERE SOCIAL DISTANCING CANNOT BE
MAINTAINED.**

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 Assistant City Manager/Chief of Police Gene Ellis.

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

Invocation. The Invocation will be given by Councilmember David K. Leigh.

1. Call to order.
2. Public Comments.

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

Consent Agenda

Items 3-4 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

3. Consider minutes of previous meetings:
 - A. November 24, 2020, City Council Workshop Meeting; and
 - B. November 24, 2020, City Council Meeting.
4. Consider appointments/reappointments to the following Boards/Commissions:
 - A. Ethics Commission
 - B. Hill Country Transit District Board;
 - C. Library Board;
 - D. Parks Board;
 - E. Building and Standards Commission;
 - F. Tax Increment Reinvestment Zone; and
 - G. Central Texas Housing Consortium Board.

Miscellaneous

5. Conduct a drawing of lots to determine place numbers for future City Council elections.
6. Consider authorizing a license agreement with Randy Taylor Custom Builders to allow an entry sign for West Canyon Trails Subdivision in the public right-of-way located at the intersection of West Avenue O and Alan Trails.
7. Consider authorizing an administrative services agreement with the Belton Economic Development Corporation.
8. Consider authorizing the Executive Director of the Belton Economic Development Corporation to enter into an infrastructure development agreement with Premier Belton Two LLC for the construction of a waterline at 3463 IH-14.
9. Consider amending Chapter 23, Article VII, Section 23-302 of the Code of Ordinances allowing for the exemption of properties owned and operated by the U.S. Army Corps of Engineers for the purpose of flood risk management from the drainage fee.

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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Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Assistant City Manager/Chief of Police Gene Ellis.

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3. **Consider minutes of previous meetings:**

- A. **November 24, 2020, City Council Workshop Meeting; and**
- B. **November 24, 2020, City Council Meeting.**

Copies of the minutes are attached. Recommend approval.

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

- A. **Ethics Commission (Tyson McLaughlin representing Daniel Bucher);**
- B. **Hill Country Transit District Board (Dan Kirkley);**
- C. **Library Board (Roxanne Sanders);**
- D. **Parks Board (Oscar Bersosa);**
- E. **Building and Standards Commission (Cari Starritt-Burnett – regular; hope to have names of alternates by the meeting);**
- F. **Tax Increment Reinvestment Zone Board (David K. Leigh, Craig Pearson and Blair Williams); and**
- G. **Central Texas Housing Consortium Board (Linda Angel).**

See Staff Report from City Clerk Amy Casey. Recommend approval of the appointments and reappointments as presented.

Miscellaneous

5. **Conduct a drawing of lots to determine place numbers for future City Council elections.**

See Staff Report from City Clerk Amy Casey. Recommend drawing lots for place numbers.

6. **Consider authorizing a license agreement with Randy Taylor Custom Builders to allow an entry sign for West Canyon Trails Subdivision in the public right-of-way located at the intersection of West Avenue O and Alan Trails.**

See Staff Report from Planner Tina Moore. Recommend approval of the license agreement for the entry sign into West Canyon Trails Subdivision.

7. **Consider authorizing an administrative services agreement with the Belton Economic Development Corporation.**

See Staff Report from City Manager Sam Listi and BEDC Executive Director Cynthia Hernandez. Recommend approval of the agreement as presented.

8. **Consider authorizing the Executive Director of the Belton Economic Development Corporation to enter into an infrastructure development agreement with Premier Belton Two LLC for the construction of a waterline at 3463 IH-14.**

See Staff Report from BEDC Executive Director Cynthia Hernandez. Recommend approval of the agreement as presented.

9. **Consider amending Chapter 23, Article VII, Section 23-302 of the Code of Ordinances allowing for the exemption of properties owned and operated by the U.S. Army Corps of Engineers for the purpose of flood risk management from the drainage fee.**

See Staff Report from City Manager Sam Listi. Recommend approval of the ordinance amending Chapter 23, Article VII, Section 23-302 related to exemptions.

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

**Belton City Council Workshop Meeting
November 24, 2020 – 4:30 P.M.**

The Belton City Council met in a workshop session in the Wright Room of the Harris Community Center. Members present included Mayor Wayne Carpenter, Mayor Pro Tem Dan Kirkley (Zoom) and Councilmembers John R. Holmes, Sr., Craig Pearson and Daniel Bucher. Councilmember Guy O'Banion was absent. Staff present included Sam Listi, Gene Ellis Amy Casey, Jon Fontenot, Paul Romer, Chris Brown, Mike Rodgers, Charlotte Walker, Cynthia Hernandez and Judy Garrett.

1. **Call to order.** Mayor Carpenter called the meeting to order at 4:30 p.m.

2. **Public Comments.** *(Audio 0:02)*

There were none.

3. **Receive an update on COVID-19 from Dr. Amanda Robison-Chadwell, Director of the Bell County Public Health District.** *(Audio 0:07)*

Director of the Bell County Public Health District, Dr. Amanda Robison-Chadwell, updated the Council on the latest information regarding COVID-19 as it relates to Bell County.

There being no further business, the Mayor adjourned the meeting at 4:59 p.m.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

**Belton City Council Meeting
November 24, 2020 – 5:30 P.M.**

The Belton City Council met in regular session in the Wright Room of the Harris Community Center. Members present included Mayor Wayne Carpenter, Mayor Pro Tem Dan Kirkley (Zoom) and Councilmembers John R. Holmes, Sr., Craig Pearson and Daniel Bucher. Councilmember Guy O'Banion was absent. Staff present included Sam Listi, Gene Ellis John Messer, Amy Casey, Jon Fontenot, Paul Romer, Chris Brown, Mike Rodgers, Bob van Til, Charlotte Walker, Tina Moore, Cynthia Hernandez, Judy Garrett and Angellia Points.

The Pledge of Allegiance to the U.S. Flag was led by Mayor Wayne Carpenter, and the Pledge of Allegiance to the Texas Flag was led by Interim Director of Planning Bob van Til. The Invocation was given by Councilmember Craig Pearson.

1. **Call to order.** Mayor Carpenter called the meeting to order at 5:32 p.m.
2. **Public Comments.** *(Audio 1:25)*

There were none.

Consent Agenda *(Audio 1:39)*

Items 3-5 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

3. **Consider minutes of previous meetings:**
 - A. **November 10, 2020 City Council Meeting.**
 - B. **November 16, 2020 Special Called City Council Meeting.**
4. **Consider an ordinance adopting Budget Amendment #1 to the City of Belton FY 2020 Annual Budget.**
5. **Consider adopting a resolution of support for a grant application to the U.S. Department of Interior National Park Service's African American Civil Rights Preservation Grant application on behalf of Mount Zion United Methodist Church, located at 218 Alexander Street.**

Mayor Carpenter asked that Item #5 be pulled for a presentation.

Upon a motion for approval by Councilmember Holmes, and a second by Councilmember Pearson, Consent Agenda Items 3-4, including the following captioned ordinance, were unanimously approved upon a vote of 6-0.

Interim Director of Planning Bob van Til presented a resolution for support of a grant application benefitting Mt. Zion Methodist Church.

Upon a motion for approval by Councilmember Leigh, and a second by Councilmember Holmes, Consent Agenda Item 5, including the following captioned resolution, was unanimously approved upon a vote of 6-0.

ORDINANCE NO. 2020-47

AN ORDINANCE OF THE CITY OF BELTON, TEXAS, ADOPTING AMENDMENT NO. 1 TO THE BUDGET OF THE CITY OF BELTON, TEXAS, FOR ITS FISCAL YEAR 2020; BY PROVIDING DETAILED LINE INCREASES; BY MAKING SUPPLEMENTAL APPROPRIATIONS; DECLARING THIS A MATTER OF PUBLIC NECESSITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

RESOLUTION NO. 2020-31-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, IN PARTNERSHIP WITH AND IN SUPPORT OF A GRANT APPLICATION TO THE NATIONAL PARK SERVICE'S AFRICAN AMERICAN CIVIL RIGHTS PRESERVATION GRANT PROGRAM 2020 FOR MOUNT ZION UNITED METHODIST CHURCH.

Regular Agenda

6. **Receive a presentation on recipients of Coronavirus Relief Funding small business grants Phase 2, and consider authorizing grants of \$25,000 each to Helping Hands Ministry and Belton Senior Citizens Center.** *(Audio 9:49)*

Upon a motion for approval by Councilmember Pearson, and a second by Councilmember Holmes, Item #6 was unanimously approved upon a vote of 6-0.

Planning and Zoning

7. **Consider a final plat of Ming Addition, comprising 2.5606 acres, located at 2900 Elm Grove Road, Belton, TX, on the west side of Elm Grove Road, south of Decker Road, in Belton's ETJ.** *(Audio 17:03)*

Councilmember Holmes made a motion for approval of the final plat of Ming Addition, including approval of variances as follows:

- Approval of variance to water flow requirement for fire protection; and
- Approval of variance to the right of way standards for Elm Grove Road to be reduced from a Minor Arterial to a Minor Collector requiring 60' of ROW and associated reduction in that classification on the Thoroughfare Plan in a future amendment.

The motion was seconded by Councilmember Pearson, and was unanimously approved upon a vote of 6-0.

8. **Consider a final plat of Three Creeks Phase VIII, comprising 33.81 acres, located generally east of FM 1670 and south of IH-14, on the south side of Three Creeks Blvd., near its intersection with Rocking M Lane, in Belton's ETJ.** (Audio 21:33)

Councilmember Leigh made a motion for approval of the final plat of Three Creeks Phase VIII contingent on meeting the conditions in Staff letter to the applicant dated November 12, 2020. The motion was seconded by Councilmember Holmes and was unanimously approved upon a vote of 6-0.

Miscellaneous

9. **Hold a public hearing and consider an ordinance amending Chapter 22, Article VI, Section 22-106, Schedule A of the Code of Ordinances regarding traffic schedules and speed limit regulations.** (Audio 27:33)

Public Hearing: No one spoke for or against.

The following will be added to Schedule A for traffic signage:

Hubbard Branch Phase 1

- A stop sign at the northwest corner of Settlers Oak Drive facing west at its intersection with Fossil Trail.
- A stop sign at the southeast corner of Settlers Oak Drive facing east at its intersection with Leon Overlook Trail.
- A stop sign at the southeast corner of Cedar Glen Drive facing east at its intersection with Leon Overlook Trail.
- A stop sign at southeast corner of Cowgirls Trail facing east at its intersection with Leon Overlook Trail.
- A stop sign at southeast corner of Belle Hubbard Trail facing east at its intersection of Leon Overlook Trail.
- A stop sign at northwest corner of Belle Hubbard Trail facing west at its intersection of Leon Overlook Trail.
- A stop sign at the northwest corner of Cowgirl Trail facing west at its intersection of Fossil Trail.
- A stop sign at the northwest corner of Cedar Glen Drive facing west at its intersection of Fossil Trail.
- A stop sign at the southeast corner of Belle Hubbard Trail facing east at its intersection of OT Tyler Drive.
- A stop sign at northeast corner of OT Tyler Drive facing east of its intersection of FM436/Holland Road.

- A stop sign at northeast corner of Leon Overlook Trail facing east of its intersection of FM 436/Holland Road.

West Canyon Trails Phase 1 and 2

- A stop sign at southwest corner of Daniel Drive facing west of its intersection of Long Creek Lane.
- A stop sign at northwest corner of Daniel Drive facing east of its intersection of Adam Lane.
- A stop sign at northwest corner of Alan Trails Facing north of its intersection of Ayham Trails.
- A stop sign at southeast corner of Alan Trails facing south of its intersection of West Avenue O.
- A stop sign at southwest corner of Ayham Trails facing west of its intersection of Long Creek Lane.
- A stop sign at southeast corner of Long Creek Lane facing south at its intersection of West Avenue O.

Sendero Estates

- A stop sign at northwest corner of Sendero Estates Drive facing north at its intersection of US 190 Highway.
- A 25 mph speed limit sign on northbound side of Sendero Estates Drive near intersection of Sendero Estates Drive and US 190 Highway.
- A stop sign at southeast corner of Sendero Estates Drive facing south at its intersection of Charbray Drive.
- A 25 mph speed limit sign on eastbound side of Charbray Drive east of Sendero Estates and Charbray Drive intersection.
- A 25 mph speed limit sign on southbound side of Galloway Drive near intersection of Galloway Drive and James Ridge Dr.
- A stop sign on southeast corner of Galloway Drive facing south at its intersection of Digby Drive.
- A 25 mph speed limit sign on westbound side of Digby Drive near intersection of Holstein Drive and Digby Drive.
- A stop sign on northeast corner of Digby Drive facing east at its intersection of Damascus Drive.
- A 25 mph speed limit sign on southbound side of Damascus Drive near the intersection of Damascus Drive and Digby Drive.
- A 25 mph speed limit sign on the westbound side of Charbray Drive near intersection of Charbray Drive and Sendero Estates Drive.
- A stop sign on southwest corner of Victoria Meadow Drive facing west at its intersection of Galloway Drive.
- A stop sign on northeast corner of Victoria Meadow Drive facing south at its intersection of Damascus Drive.
- A stop sign on northeast corner of James Ridge Drive facing south at its intersection of Damascus Drive.

- A stop sign at southwest corner of James Ridge Drive facing west at its intersection of Galloway Drive.
- A stop sign on northwest corner of Holstein Drive facing north at its intersection of Digby Drive.
- A stop sign on southeast corner of Damascus Drive facing south at its intersection of Braford Dr.
- A stop sign southwest corner of Digby Drive facing west at its intersection of South Wheat Road.

Downtown

- A stop sign at northwest corner of East Street facing north at its intersection of Water Street
- A stop sign at southwest corner of Water Street facing west at its intersection of East Street
- A stop sign at southeast corner of East Street facing south at its intersection of Water Street
- A stop sign at northeast corner of Water Street facing east at its intersection of East Street.

Upon a motion by Councilmember Pearson, and a second by Councilmember Holmes, Item #9, including the following captioned ordinance, was unanimously approved by a vote of 6-0.

ORDINANCE NO. 2020-46

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

10. **Consider authorizing the City Manager to enter into a professional services agreement with Kasberg, Patrick and Associates for design of the Heritage Park expansion.** (Audio 29:36)

Upon a motion for approval by Councilmember Kirkley, and a second by Councilmember Bucher, Item #10 was unanimously approved upon a vote of 6-0.

Work Session

11. **Receive a presentation and discuss scope of work on the E. 13th Avenue Sidewalks project.** (Audio 43:42)

Director of Public Works Angellia Points presented Exhibit "A." No action was required of the Council.

12. Receive a presentation from Turley Associates regarding the public infrastructure development plans around the Belton ISD school site at Loop 121 and Shanklin Road. (Audio 56:58)

Director of Public Works Angellia Points and Jennifer Ryken of Turley Associates presented Exhibit "B." City Manager Sam Listi discussed a development plan for the area, as well as possible funding mechanisms for the needed infrastructure. No action was required of the Council.

There being no further business, the Mayor adjourned the meeting at 7:03 p.m.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

E 13TH AVE SIDEWALKS

Scope of Work Discussion – Update

November 24, 2020

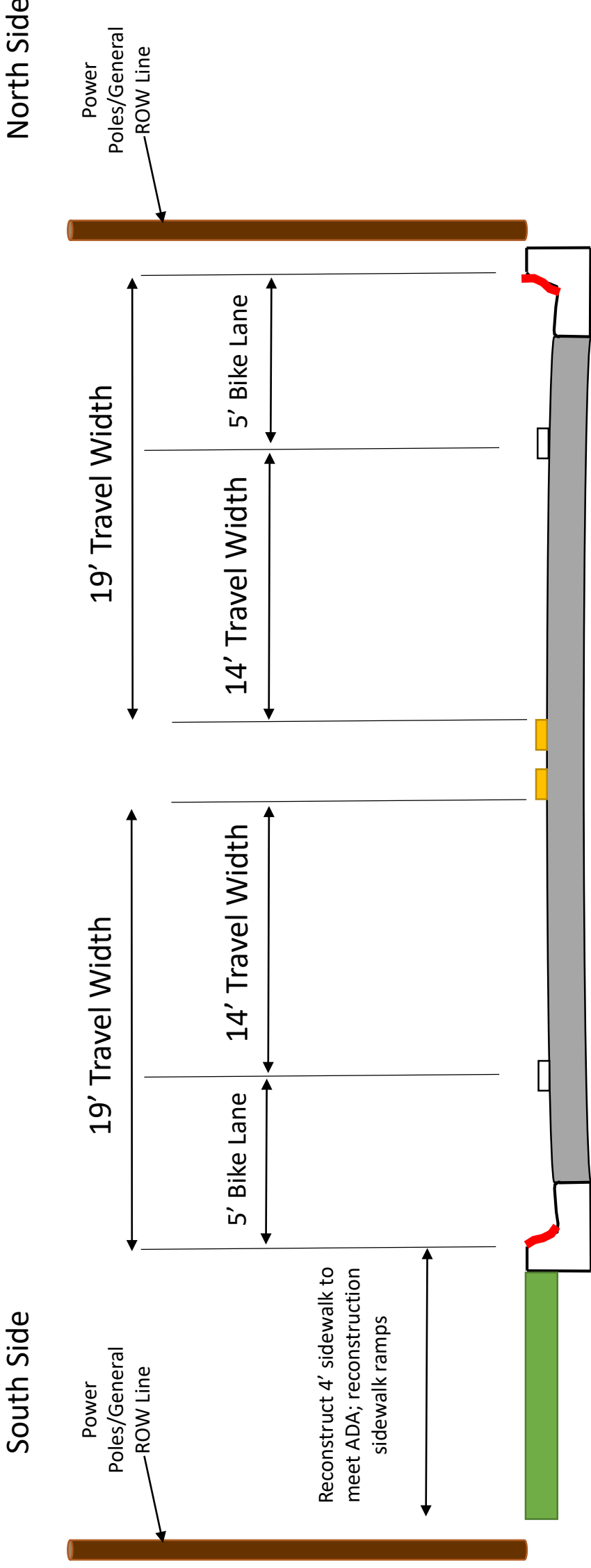
Exhibit "A"

E 13TH AVE SIDEWALKS – SUMMARY

- ▶ Awarded TxDOT Transportation Alternatives Program (TAP) grant funding for E 13th Ave sidewalks in 2019
- ▶ KTMOPO project scope was to install new sidewalks/SUP on the north side of E 13th Ave between Main and Old Waco Road
 - ▶ Challenges: ROW required from 36 property owners, strict timeline from TxDOT to meet terms of grant (bid in 2023)
- ▶ Staff evaluated options; presented option to TxDOT and gained preliminary approval
- ▶ Discussed project with Council on Oct 13, 2020
- ▶ Direction was to poll property owners on support for project and bike lanes, understanding where a bike lane was striped, on-street parking would be prohibited
- ▶ **Today's goal: define the scope of the project so KTMOPO-STIP approval can be obtained, and design can begin.**

E 13th Ave – Proposed Design

Reconstruct south side sidewalks; add 1 or 2 bike lanes



1. Existing sidewalk between Main and Park Lane to be reconstructed, as needed to meet ADA; reconstruct all pedestrian ramps, construct new 4' sidewalk between the drainage channel to FM817. Also, construct 4' sidewalk on north side of E 13th Ave between existing nursing home sidewalk and Park Lane within existing ROW.
2. Stripe 5' bike lane between Main and FM817; 5' is measured from face of curb.
3. Paint curb along bike lane(s) for no on-street parking.

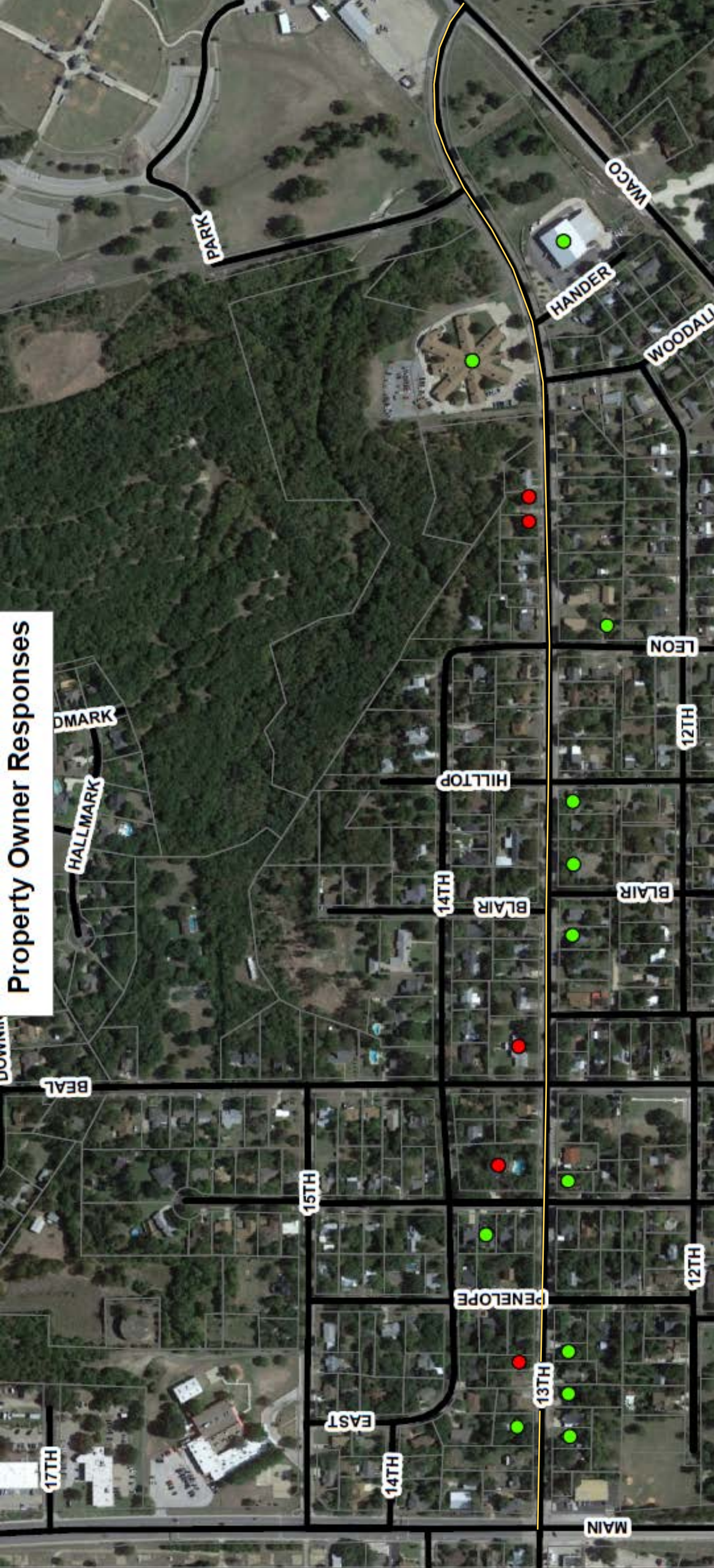


E 13th Ave – Proposed
Design
(Approved by TxDOT)

Reconstruct existing,
as needed (green) &
install new where
missing (orange).
Bike lane in white.
(Number of bike
lanes TBD)

PROPERTY OWNER RESPONSES

- ▶ 73 property owners contacted via letter
- ▶ 17 responses were received
- ▶ Generally, all supported sidewalks along E 13th Ave
- ▶ Support: Many supported bike lanes, citing safety reasons. Some supported bike lanes to discourage on-street parking.
- ▶ Protest: 5 protested bike lanes and/or taking away on-street parking; those protesting were all located along north side of E 13th Ave. No one on south side of E 13th Ave protested the bike lanes.
 - ▶ North Side Property Owners
 - ▶ 2 in support + 1 request from Park Place Manor to waive on-street parking ticketing during events
 - ▶ 5 protests bike lanes
 - ▶ South Side Property Owners
 - ▶ 9 in support
 - ▶ No protests



Property Owner Responses

73 Letters Sent
17 Responded

Support - 12
Protests - 5

DISCUSSION ITEMS

- ▶ In addition to the sidewalk reconstruction, as needed, along south side of E 13th Ave, one or two bike lanes will be striped in the pavement.
- ▶ Are one or two bike lanes desired?
- ▶ If one bike lane, which side (north or south)?
- ▶ Next Steps
 - ▶ Decide on bike lane(s)
 - ▶ KTMPO amendment to project scope
 - ▶ RFQ for engineering services after approval
 - ▶ Begin design

LOOP 121 & SHANKLIN RD

CITY OF BELTON & BISD DEVELOPMENT PLANNING

EXHIBIT "B"



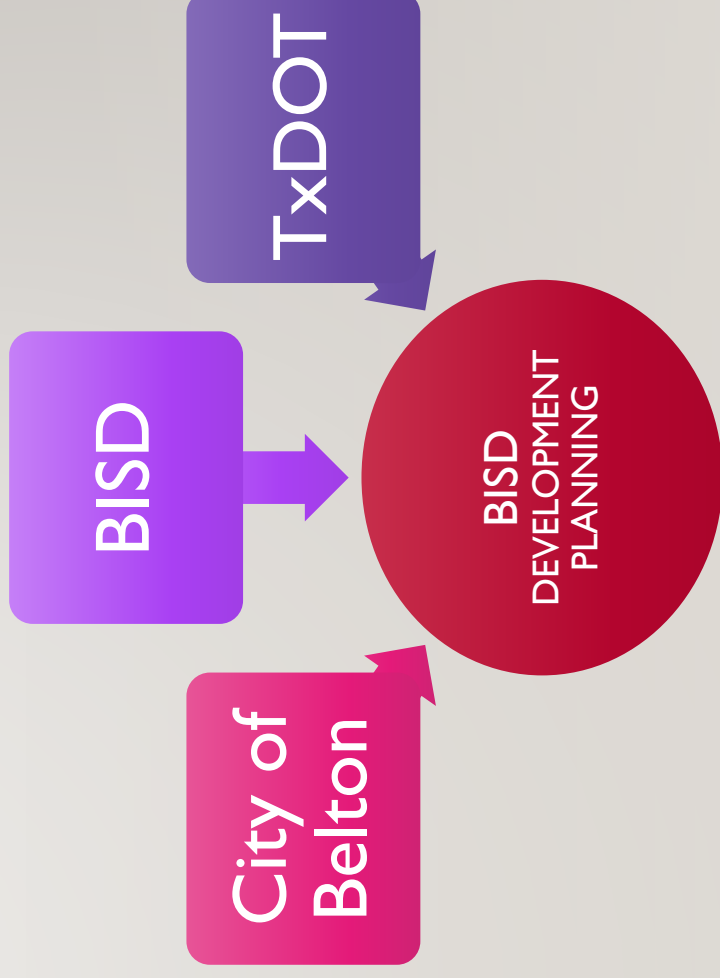
LOOP 121 & SHANKLIN ROAD BISD DEVELOPMENT PLANNING

- Introductions – Sam Listi, City Manager
- Project Purpose & Background – Angellia Points, P.E., Public Works Director
- Presentation – Jennifer Ryken, P.E., C.F.M., Turley Associates Inc.



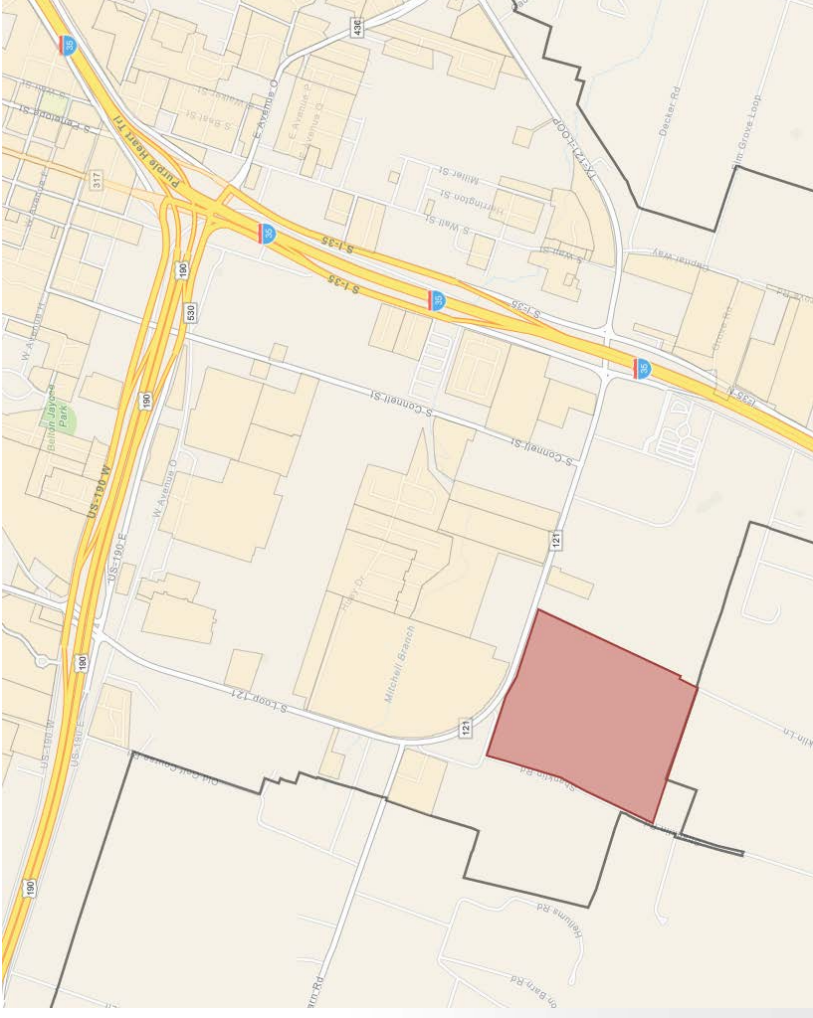
OVERVIEW

- Planning Tool for the City of Belton
- Evaluation of Infrastructure Improvements to the Area
- Coordination and Input
- Presented to BISD Facilities Committee on November 18, 2020 and was well received



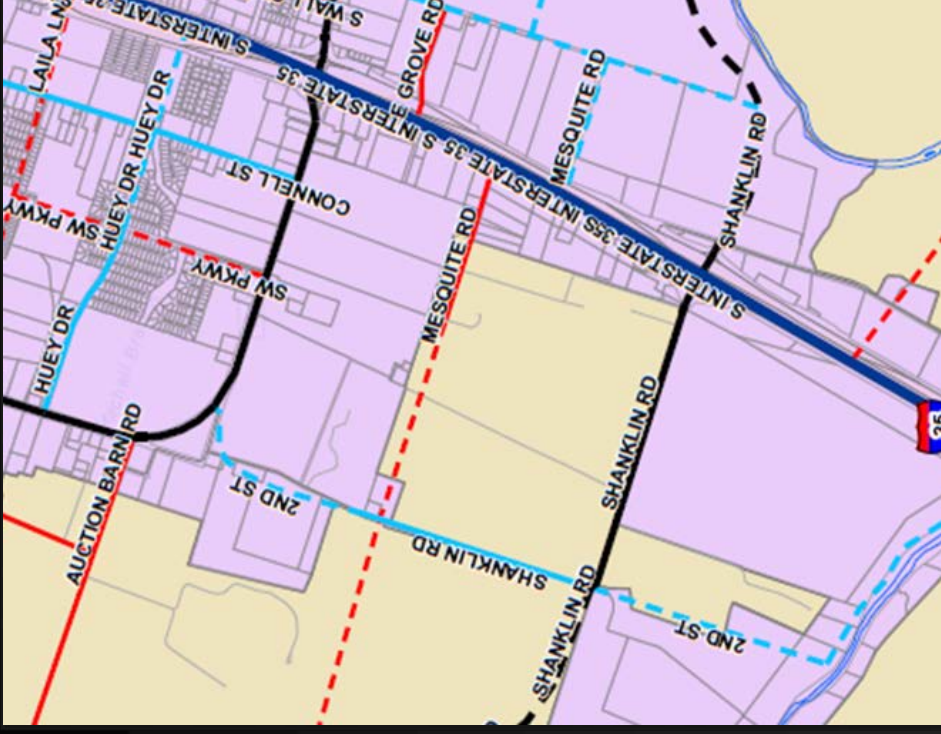
BISD PROPERTY

- 108.59 Acres
- W. Loop 121 to the North
- Shanklin Road to the West
- Bell County Expo Center to the East
- Bell County Justice Center to the North.



THOROUGHFARE PLANNING

- W. Loop I 21
- Shanklin Road
- Southwest Parkway
- Location for Lighted Intersection



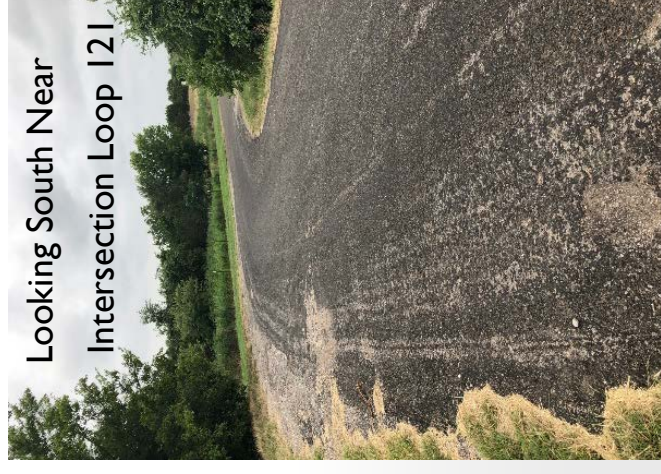
W. LOOP 121

- 40 ft Wide
- 1 Travel Lane Each Direction
- Major Arterial
- Portions Funded by TxDOT for Widening and Upgrading
- TxDOT Actively Acquiring Right-of-Way



SHANKLIN ROAD

- 20 ft Wide
- Major Collector
- Currently at Rural Standards
- Adjacent to Subject Property
- Sharp Short Curve to Intersection
- Intersection with W Loop 121 is in a Curve



Looking South Near
Intersection Loop 121

TXDOT

- Preliminary Design
- Not Funded in Subject Area
- Raised Median/Island
- Dedicated Left Turns
- 2 Lanes of Traffic Each Direction
- Warrant Study for Traffic Light



BISD

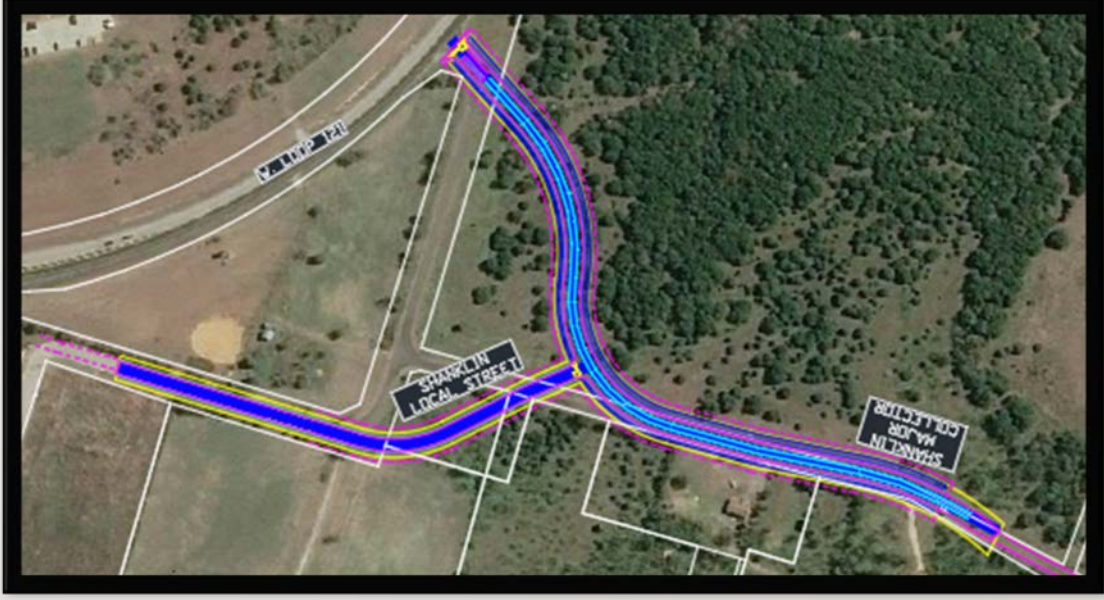
POSSIBLE FUTURE USE & STATISTICS

- Elementary School: 16-acre campus, 800 students, 100 staff
- Middle School: Low probability of a middle school being built on this property
- Highschool: 85-acre campus, 2400 students, 200 staff
- Athletic Complex with Fields and/or Natatorium



SHANKLIN ROAD REALIGNMENT

- Minimizes Impact to BISD Site
- Upgrade to a Major Collector
- Not Recommended as Primary access
- Not Well Suited For Traffic Light



TRAFFIC & GROWTH

- Average Annual Daily Trips 2018
- Growth & Traffic from Three Creeks
- Southwest Parkway & Connell Street
- Property is west of IH-35 and south of IH-14

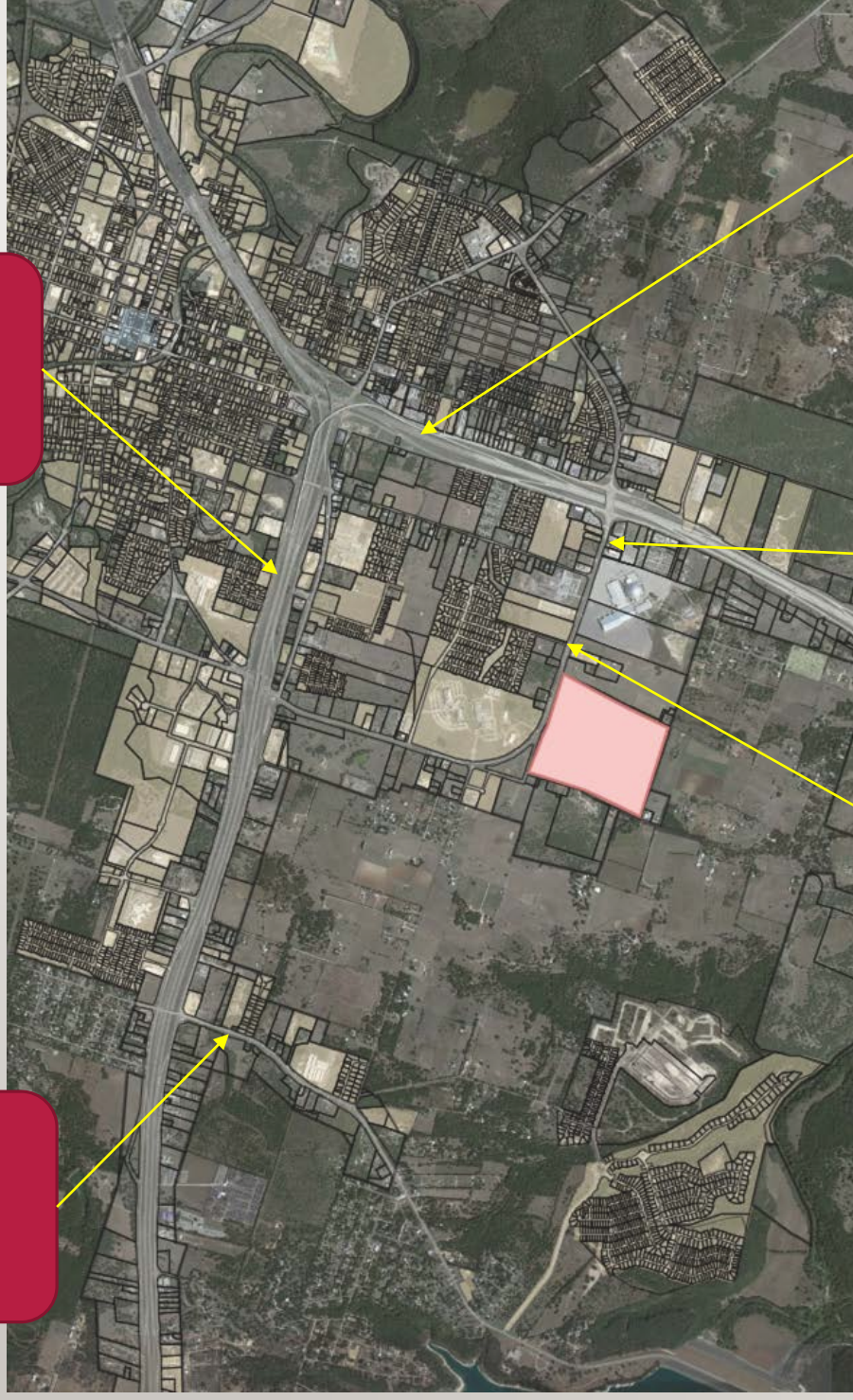
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AADT

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71,469
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6,457
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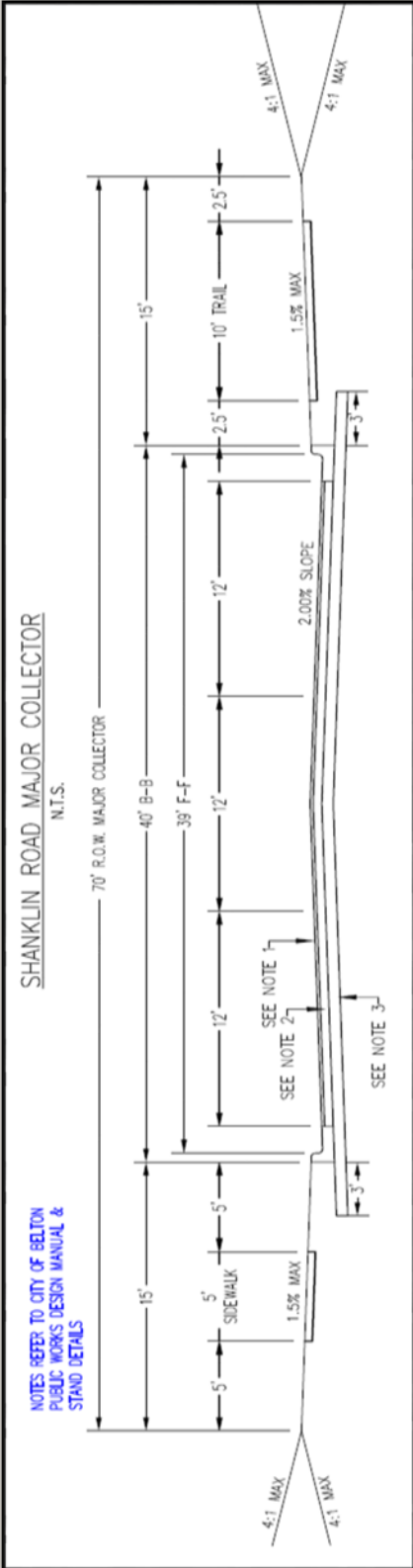
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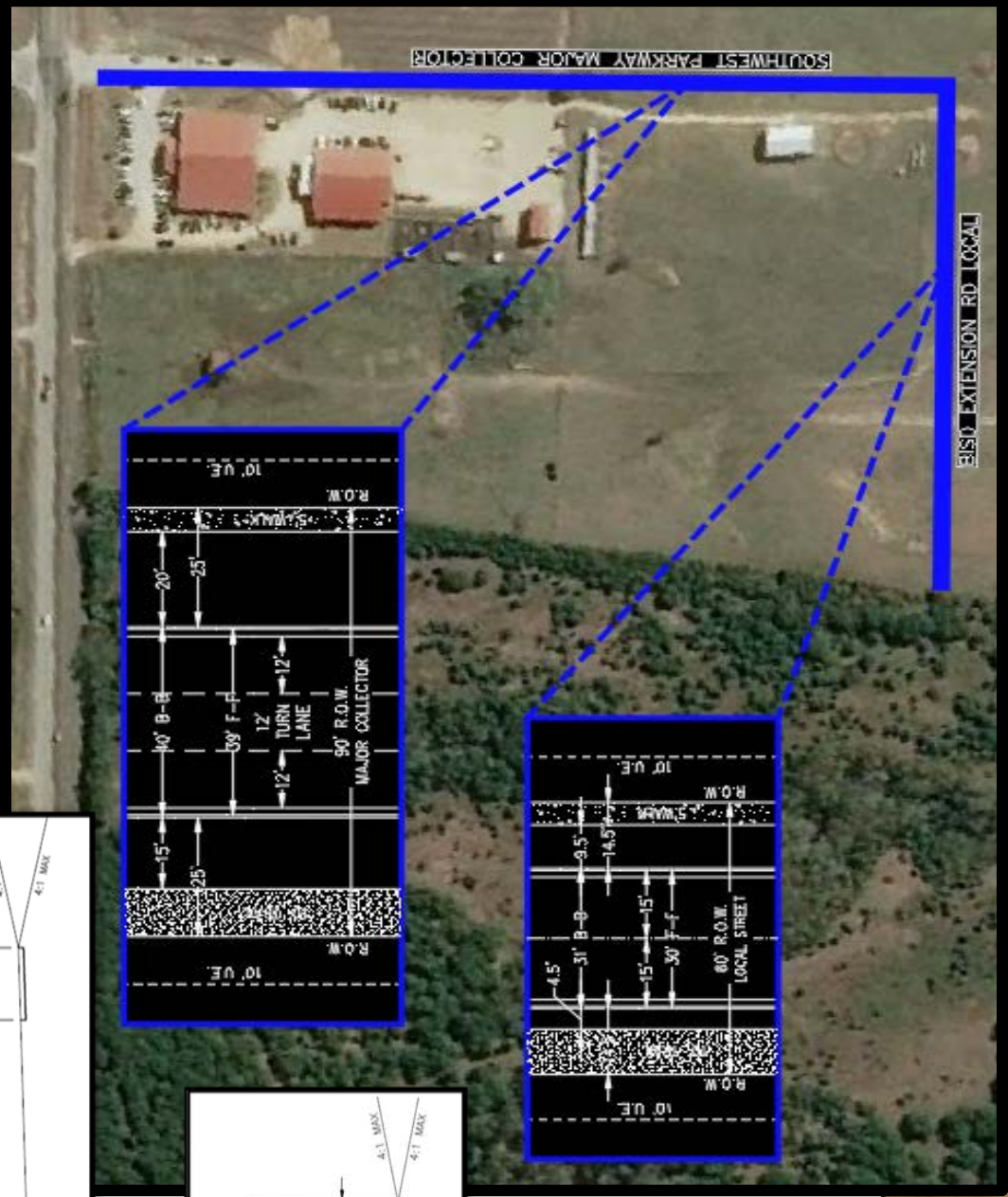
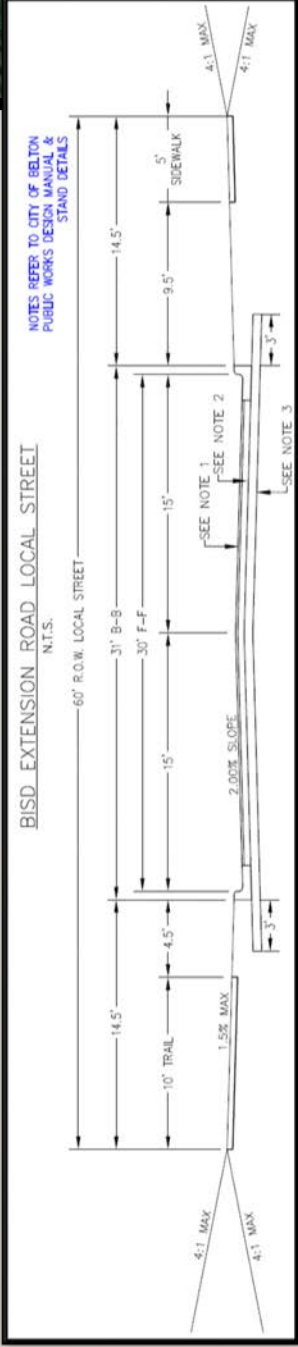
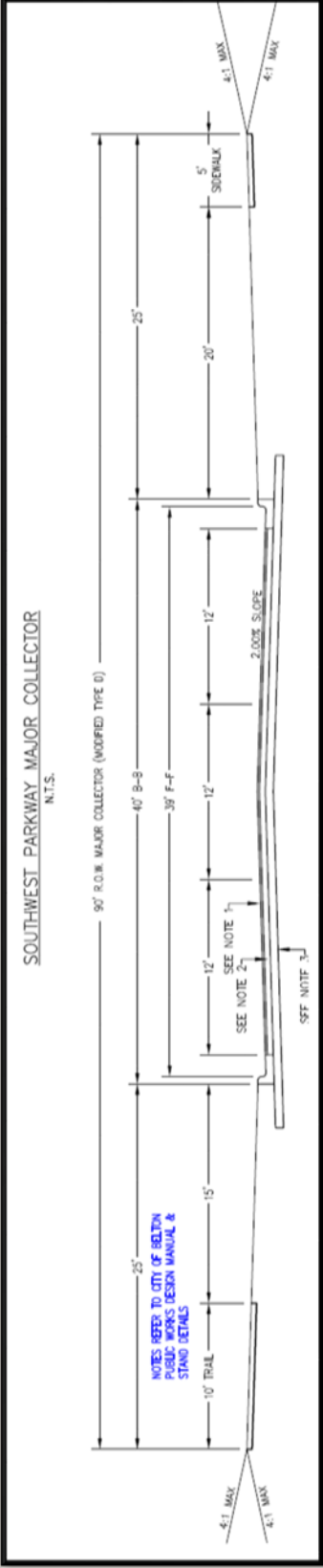
THOROUGHFARE RECOMMENDATIONS

- Realignment and Reconstruction of Shanklin Road to a Modified Major Collector
- Extending Southwest Parkway to the South of W. Loop 121, Constructing as a Modified Major Collector
- Construction of a Local Road Connecting Southwest Parkway to the BBSD Property

100



SOUTHWEST PARKWAY & BISD EXTENSION ROAD



UTILITY PLANNING

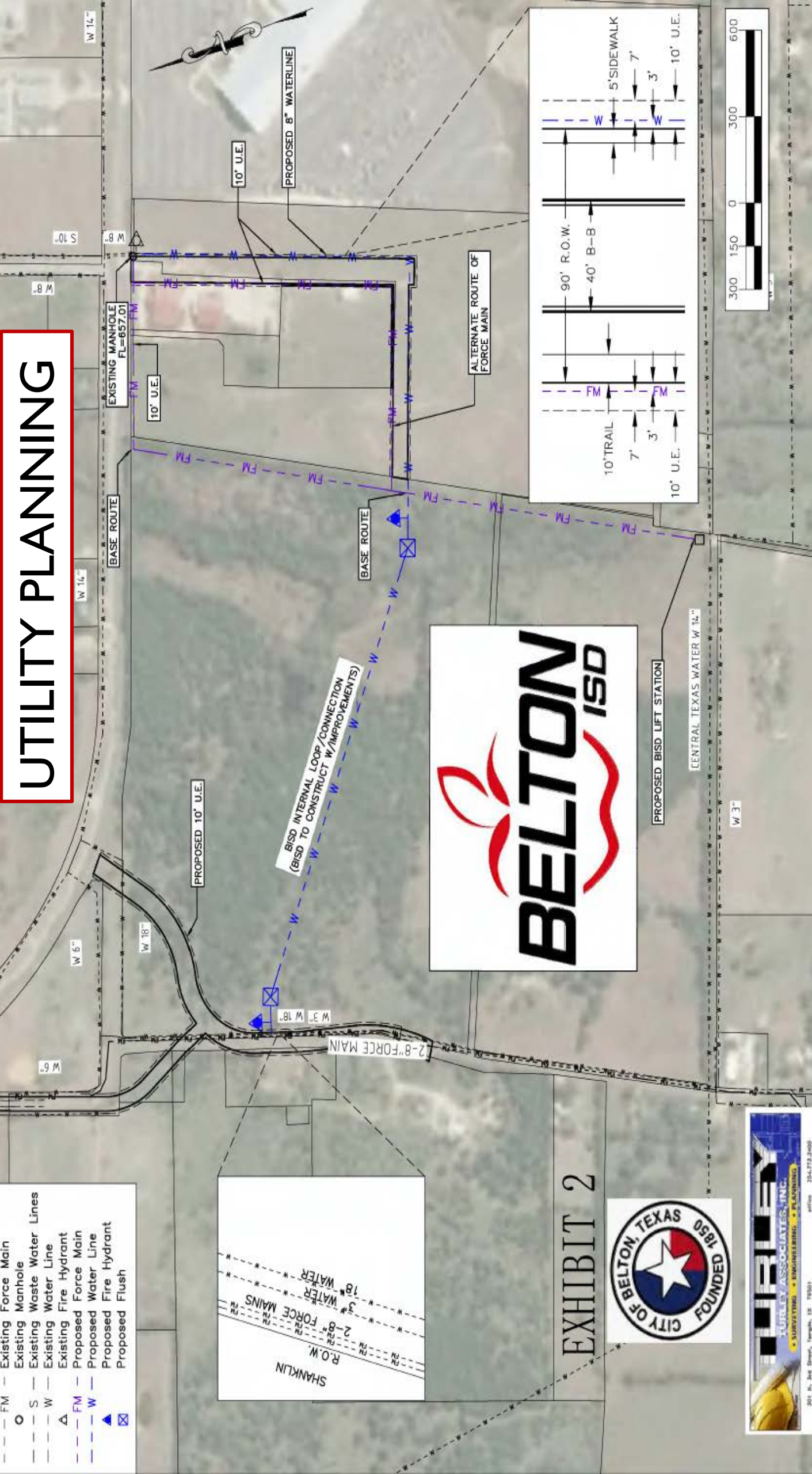


EXHIBIT 2

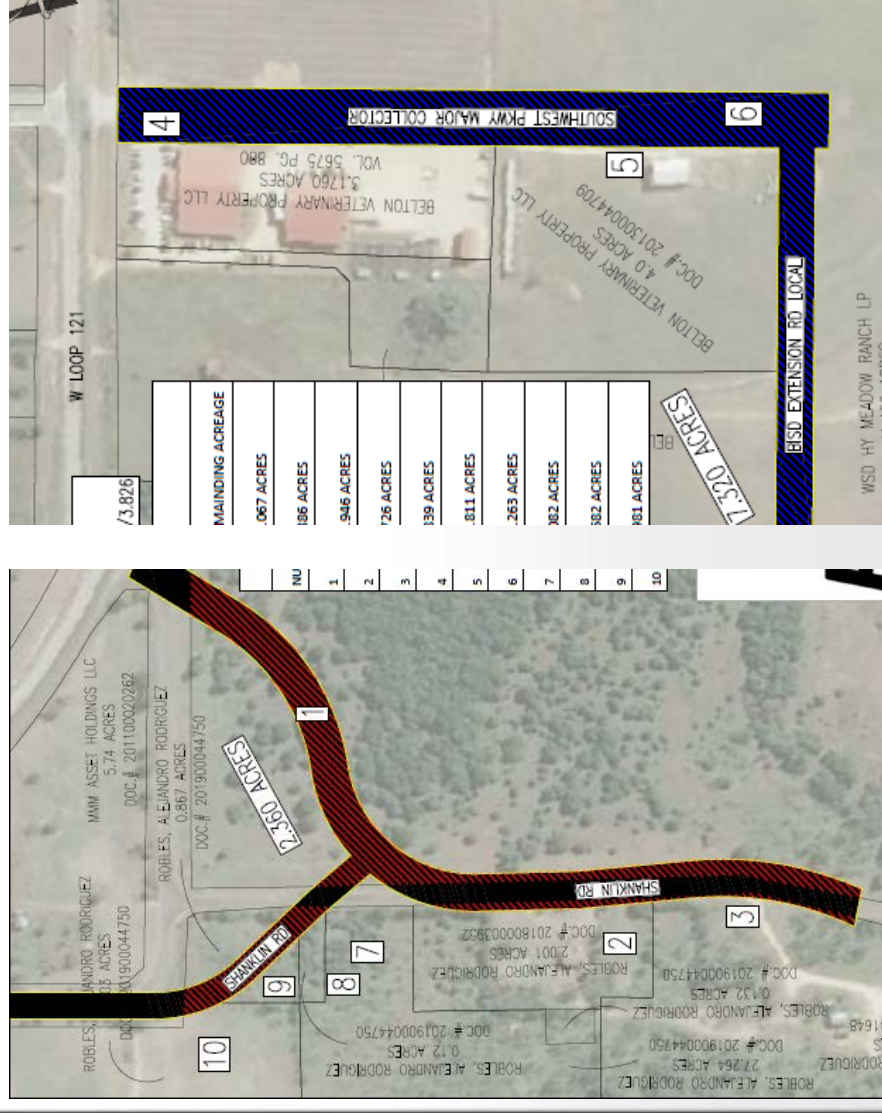


UTILITY RECOMMENDATIONS

- Extend 8" Waterline South Along S.W. Parkway and East Along BISS Extension Rd.
- BISS Internal Loop from 18" to the 8" Waterline
- Tap 18" Waterline on Shanklin (needed for looped connection and capacity of Three Creeks Subdivision)
- Lift Station on BISS Property
- Force Main Alternate Location
- Pump to Existing Manhole East of Vet Clinic.

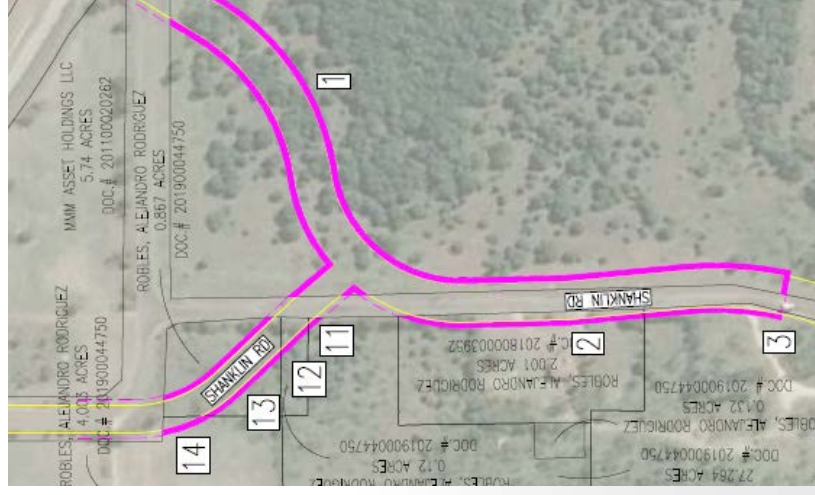
RIGHT-OF-WAY ACQUISITION

- R.O.W from BSD: 1.439 ac.
- R.O.W. for S.W. PKWY & BSD Extension Rd: 3.292



EASEMENT ACQUISITION

- Easements needed from BISD
Property: 0.492 ac.
- Needed for utilities outside of
ROW: waterlines, sewer lines,
electric, telecom, etc.



INFRASTRUCTURE IMPROVEMENT COSTS

| | |
|--|------------------|
| • Shanklin Road (Major Collector): | \$1.3M |
| • Shanklin Road (Local Road): | \$550,000 |
| • Southwest Parkway (Major Collector): | \$1.0M |
| • BISD Extension Road (Local Road): | \$450,000 |
| • <u>Utilities (Water, Sewer, Lift Station):</u> | <u>\$450,000</u> |
| Total: | \$ 3.75M |

Costs include professional services (design), geotechnical investigations, TDLR review, environmental, etc.
Costs to not include drainage improvements, which would be addressed during the BISD site development phase.

QUESTIONS?



301 N. 3rd Street, Temple, TX 76501 office 254.773.2400
email: mail@turley-inc.com fax 254.773.3998

FIRM NO. F-1658



Staff Report – City Council Agenda Item

Agenda Item #4

Consider appointments/reappointments to the following Boards/Commissions:

- A. Ethics Commission
- B. Hill Country Transit District Board
- C. Library Board
- D. Parks Board
- E. Building and Standards Commission
- F. Tax Increment Reinvestment Zone Board
- G. Central Texas Housing Consortium Board

Originating Department

Administration – Amy M. Casey, City Clerk

Background

A. Ethic Commission

With the retirement of former Mayor Grayson, Charla Peters will rotate off the Ethics Commission. Newly elected Councilmember Bucher is recommending Tyson McLaughlin be appointed as his representative. All other Ethics Commission members will continue serving until May 2021. All terms are 1-year and appointments coincide with elections.

B. Hill Country Transit District Board

Dan Kirkley's term on this board ends on February 26, 2021. The Transit District's General Manager has requested a reappointment be completed quickly. Councilmember Kirkley is willing to serve another 4-year term, and Mayor Carpenter is recommending him for reappointment.

C. Library Board of Directors

Valerie Ureste's term on the Library Board of Directors ended on November 30, 2020. Staff has not been able to contact Ms. Ureste in some time; therefore, the Mayor is recommending Roxanne Sanders to replace her and serve a 3-year term.

D. Parks Board

Daniel Bucher was recently elected to the City Council, and therefore had to resign from the Parks Board. Mayor Carpenter is recommending Oscar Bersosa to fill his unexpired term ending June 20, 2022.

E. Building and Standards Commission

The Building and Standards Commission was recently created and replaced the Housing Board of Adjustments Board. Four regular members were appointed on November 10, 2020, which left one regular member and four alternate positions available. Mayor Carpenter is recommending Cari Starritt-Burnett as a regular member, and hopes to provide names for alternates at the meeting.

F. Tax Increment Reinvestment Zone Board

The terms of David K. Leigh, Craig Pearson and Blair Williams end January 13, 2021. Mayor Carpenter is recommending all for reappointment to another 2-year term. Bell County is expected to reappoint Judge Blackburn and Commissioner Schneider to the TIRZ Board on December 7th.

G. Central Texas Housing Consortium Board

Linda Angel represents the City of Belton on this board, and her term ends January 25, 2021. Ms. Angel has expressed a desire to continuing serving in this capacity, so Mayor Carpenter is recommending her for reappointment to another 2-year term.

Fiscal Impact: None

Recommendation: Recommend approval of the appointments/reappointments.

Attachments: None



Staff Report – City Council Agenda Item

Agenda Item #5

Conduct a drawing of lots to determine place numbers for future City Council elections.

Originating Department

Administration – Amy M Casey, City Clerk

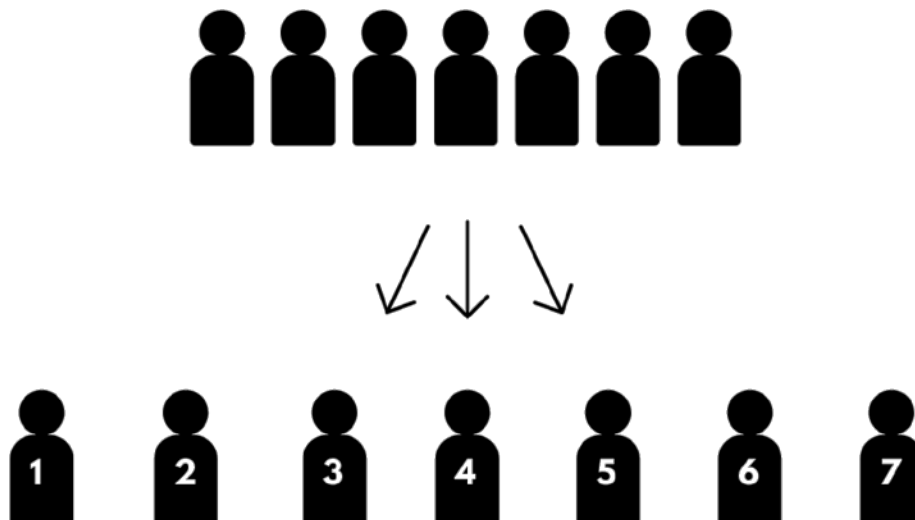
Summary Information

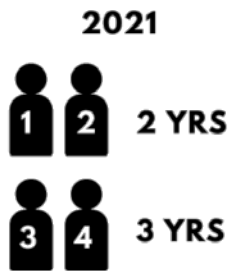
On November 3, 2020, Belton citizens voted to change to 3-year terms for Councilmembers. This also entailed a change to at-large places. As a part of the transition plan, place numbers need to be assigned by the drawing of lots.

Councilmembers David K. Leigh, Craig Pearson, John R. Holmes, Sr., as well as Mayor Pro Tem Dan Kirkley are up for election in May 2021. They will be drawing for Places 1, 2, 3 and 4. Places 1 and 2 will serve a 2-year term, and Places 3 and 4 will serve a 3-year term.

Those elected at the November 2020 election include: Mayor Wayne Carpenter, Councilmember Guy O'Banion and Councilmember Daniel Bucher. They will be drawing for Places 5, 6 and 7. Places 5, 6 and 7 will serve 3-year terms following the May 2022 election.

Beginning in May 2022, the Mayor and Mayor Pro Tem will be selected by the Council and will serve 1-year terms.





Fiscal Impact

None

Recommendation

Conduct drawing of lots.

Attachments

None



Staff Report – City Council Agenda Item

Date: December 8, 2020
Request: License Agreement
Applicant: Randy Taylor Custom Builders

Agenda Item #6

Consider authorizing a license agreement with Randy Taylor Custom Builders to allow an entry sign for West Canyon Trails Subdivision in the public right of way located at the intersection of West Avenue O and Alan Trails.

Originating Department:

Planning – Tina Moore, Planner

Case Summary

The developer of the West Canyon Trails subdivision has requested permission to install a free-standing monument sign and landscaping in a median at the entrance of the subdivision on West Avenue O at Alan Trails. This median is located within the public right-of-way and requires authorization from the City to permit the construction. We have drafted an agreement to protect the City's interest while allowing for the sign's construction. The agreement requires the developer and future Homeowners' Association to:

- Provide necessary insurance that meets the requirements of the Right-of-Way Management Ordinance (Ordinance 2017-40);
- Provide on-going maintenance for the landscaped area; and
- Hold the City harmless in claims arising from the use of the property.

Should the City decide to terminate this agreement, a 30-day notice to the developer or successor is required for the removal of the sign.

We have reviewed the proposed sign for compliance with the Sign Ordinance. The sign will be constructed of limestone blocks with a cap top measuring 6' tall. The text or sign face is approximately 38 square feet. Section 38.22, *Subdivision Entry Signs*, of the Zoning Codes, requires entry signs to have a maximum face of 40 square feet and a maximum height of 6'. Irrigated landscaping is also required in the median which totals approximately 960 square feet; the applicant is proposing to xeriscape. We are satisfied there will be no visibility obstructions resulting from the improvement in the street right-of-way. The applicant has complied with all requirements of the Zoning Code.

Recommendation

Recommend approval of a license agreement with Randy Taylor Custom Builders to allow an entry sign for West Canyon Trails Subdivision in the public right-of-way located at the intersection of West Avenue O and Alan Trails.

Attachments

License Agreement

West Canyon Trails location map

Proposed sign location map and details

Artist rendition of sign

Insurance Certificate

License Agreement

This License Agreement, dated November 25, 2020, is between the City of Belton, Texas, Licensors, and Randy Taylor Custom Builders, Licensee. Licensors are the owner of the property described herein as Right-of-Way and Licensee desires to use said Right-of-Way to erect a Subdivision Sign and for Landscaping.

Therefore, Licensors and Licensee agree as follows:

1. Licensee, and their successors, is hereby given permission by Licensors to use the Right-of-Way to erect a sign and for landscape, irrigation or other purposes as shown on the attached approved Site Plan and Landscape plan. The Licensors reserves the right to terminate this agreement by giving Licensee thirty (30) day notice. Licensee is not responsible for any impact caused by any work necessarily performed by the City or other agency within said area.
2. Licensee and responsible Homeowners Association agrees to do the following:
 - a. Obtain all necessary permits and approvals to use the property and to abide by all laws, rules, ordinances and regulations.
 - b. Keep the property in a neat, clean and safe conditions.
 - c. Maintain landscape materials and irrigation systems per Code requirements.
 - d. Acknowledge that the landscape area shall be maintained in perpetuity by Licensee or their successors and assigns unless this agreement is canceled by Licensors.
3. Licensee shall obtain and maintain the necessary and reasonable amount of insurance with an insurance company licensed to do business in the State of Texas acceptable to the Licensors throughout the term of a municipal consent conveyed under this agreement. The Licensee shall furnish the City with proof of insurance at the time of the request for permits or as requested. The City reserves the right to review the insurance requirements and to reasonably adjust insurance coverage and limits when the City Manager determines that changes in statutory law, court decisions, or the claims history of the industry or the person require adjustment of the coverage. Insurance amount must conform to §20-148 of the City's Code of Ordinances.
4. Licensee further agrees to indemnify, defend and hold the Licensors harmless against all claim, costs, expenses and causes of action, including, but not limited to, attorney fees and costs, arising out of or in any way related to the Licensee's use of the property.

To indicate their consent to the above the parties or their authorized representative or officers have executed this agreement.

Licensee:

Randy Taylor

Licensor:

Mayor
City of Belton

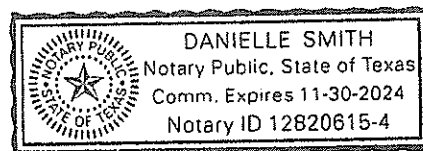
STATE OF TEXAS, Bell County

On this 25th day of NOV, 2020, personally appeared before me Randy Taylor, known by me to be the person whose name is subscribed the foregoing instrument, and acknowledged that he/she executed the same for the purpose and consideration therein expressed.

(Signature of Notary Public)

Danielle Smith

My Commission Expires: _____



STATE OF TEXAS, Bell County

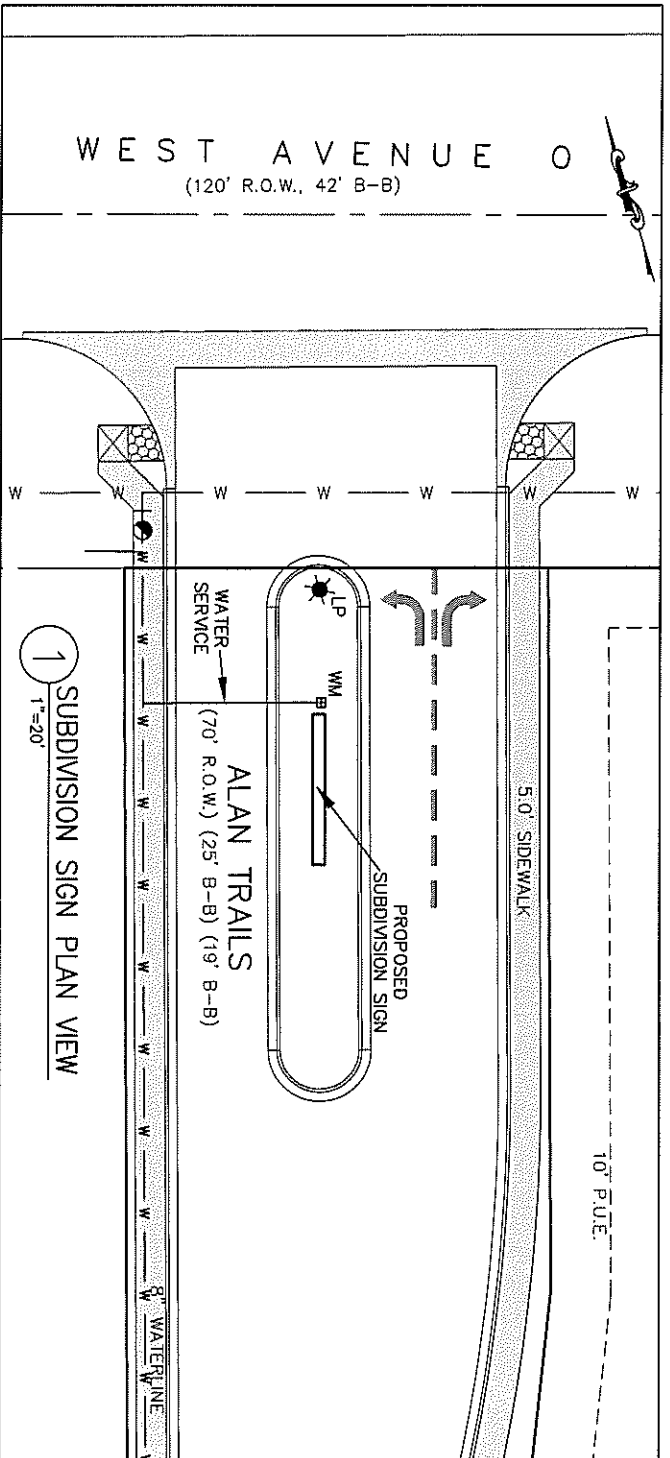
On this _____ day of _____, 20____, personally appeared before me _____, known by me to be the person whose name is subscribed the foregoing instrument, and acknowledged that he/she executed the same for the purpose and consideration therein expressed.

(Signature of Notary Public)

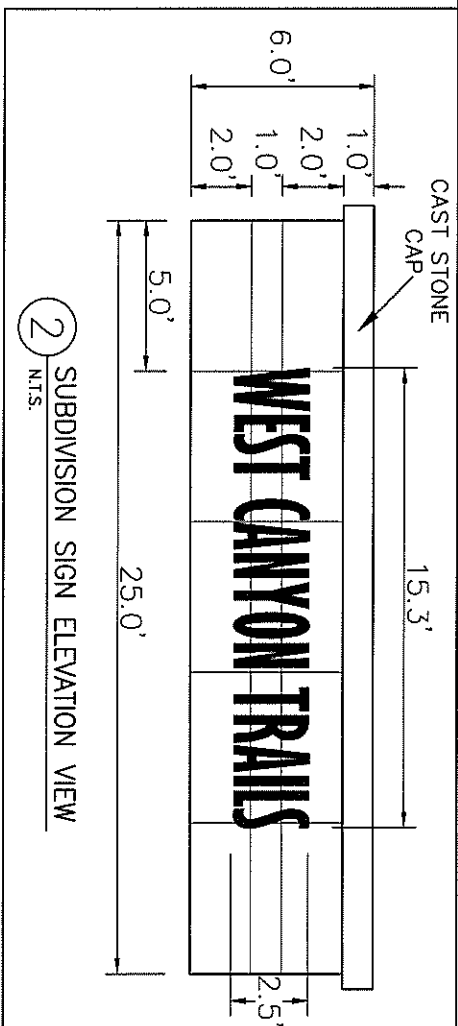
My Commission Expires: _____

Exhibit "A"

BELTON ENGINEERING, INC.



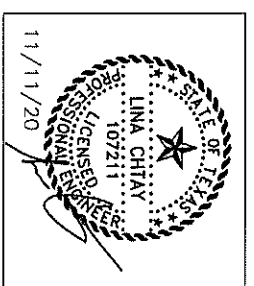
1 SUBDIVISION SIGN PLAN VIEW
1"=20'



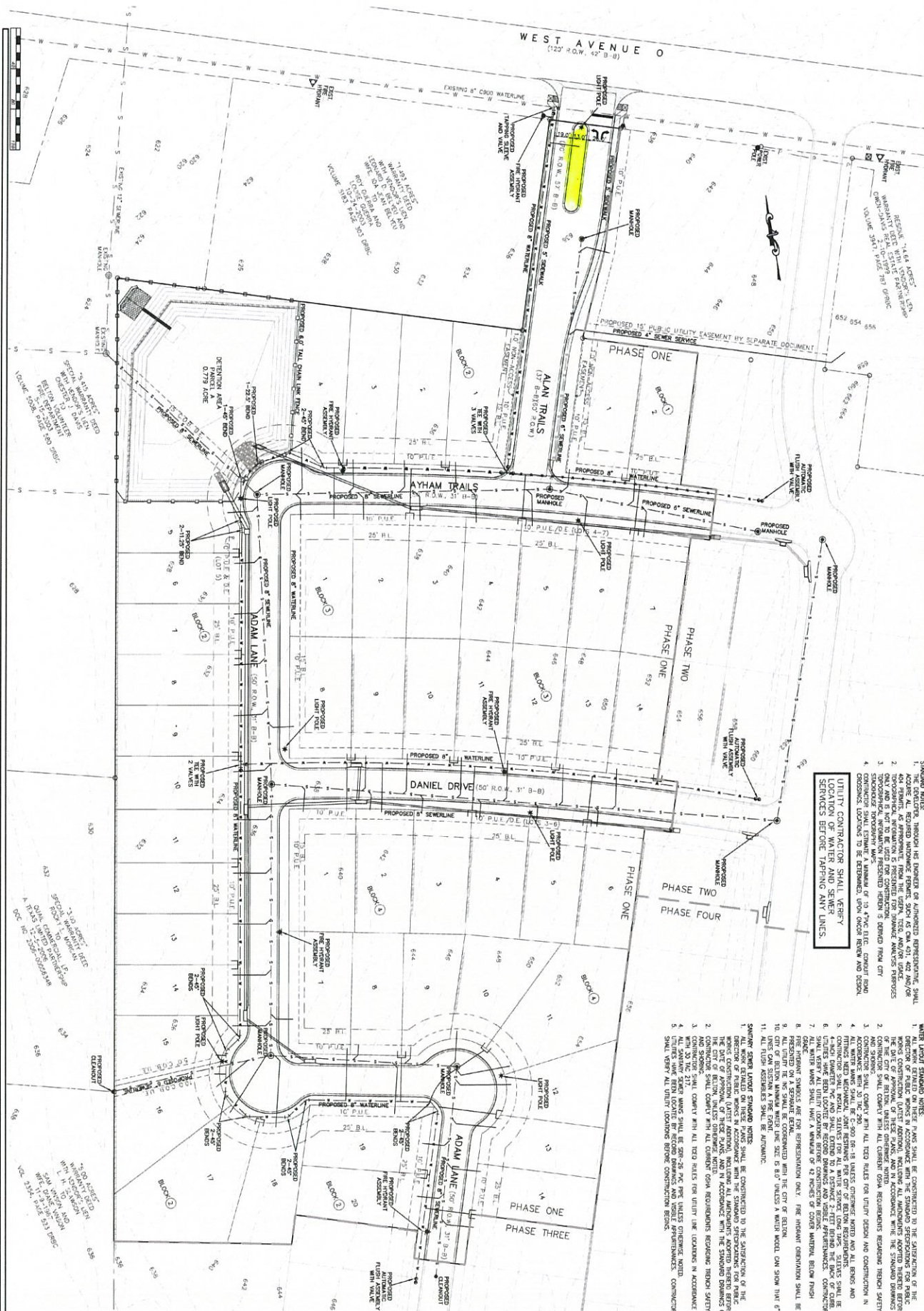
2 SUBDIVISION SIGN ELEVATION VIEW
N.T.S.



BELTON ENGINEERING, INC.
Engineering • Design/Build • Planning
106 EAST STREET BELTON, TEXAS 76513
254-731-5600. BELTONENGINEERINGINC@GMAIL.COM







UTILITY CONTRACTOR SHALL VERIFY LOCATION OF WATER AND SEWER SERVICES BEFORE TAPPING ANY LINES.

[illegible]

REVISIONS


 FBI
 LABORATORY
 DIVISION
 400 ...
 WASHINGTON, D.C. 20535

**BELTON
ENGINEERING
INC.**

106 NO. EAST STREET
BELTON, TEXAS 76513
OFFICE (254) 731-5600
MOBILE (254) 289-7273
BELTONEENGINEERS.COM

Design/Build
Planning

UTILITY PLAN OF:
WEST CANYON TRAILS PHASE
W. LOOP 121 AND W. AVENUE O
CITY OF BELTON, BELL COUNTY, TEXAS

LONG CREEK CONSTRUCTION
3492 FM 2484
SALADO, TEXAS 76571

10/03/19
SCALE: 1"=40'
DRAWN: LC
ELC DRAWING FILE
C:\B025-UP.DWG
DATE: 10/03/19
JOB NO.: 18025
04 OF 31
C2.00





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Rita Zbrank Farmers Insurance Agency 40 S Main St Suite A Salado TX 76571 | CONTACT NAME: Nicholas Fleeger PHONE (A/C, No, Ext): (254) 947-0995 E-MAIL ADDRESS: Nicholas.rzbrank@farmersagency.com FAX (A/C, No): (254) 947-8895 | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|-------------------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| INSURED Randy Taylor Custom Builders 3492 FM 2484 Salado TX 76571 | <table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Evanston Insurance</td><td>35378</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Evanston Insurance | 35378 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Evanston Insurance | 35378 | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | |
|---|---|--------------------|---------------|-------------------------|-------------------------|---|-------------------------------------|--------------|---|------------|------------------------------|----------|--------------------------------|--------------|-------------------|--------------|------------------------|--------------|--|----|
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | 3AA327808 | 03/08/2020 | 03/08/2021 | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | MED EXP (Any one person) | \$ 5,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | \$ |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 5,000 | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table> | COMBINED SINGLE LIMIT (Ea accident) | \$ | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE | \$ | AGGREGATE | \$ | | \$ | | | | | | | | |
| EACH OCCURRENCE | \$ | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A | | | | | <table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table> | WC STATUTORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ | | | | | | |
| WC STATUTORY LIMITS | OTH-ER | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured : City of Belton Tx 76513

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Belton
Belton

TX 76513

Authorize License Agreement to Construct Sign in ROW

P-19-31 LOCATION - WEST CANYON TRAILS, PHASE I

PROPOSED PLAT:

FINAL PLAT
WEST CANYON TRAILS PHASE I
11.225

PROPERTY OWNER:

LINA CHTAY

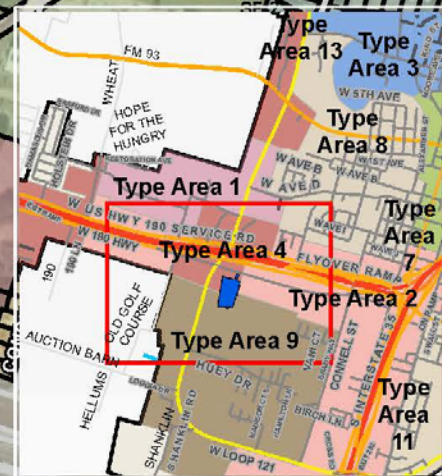
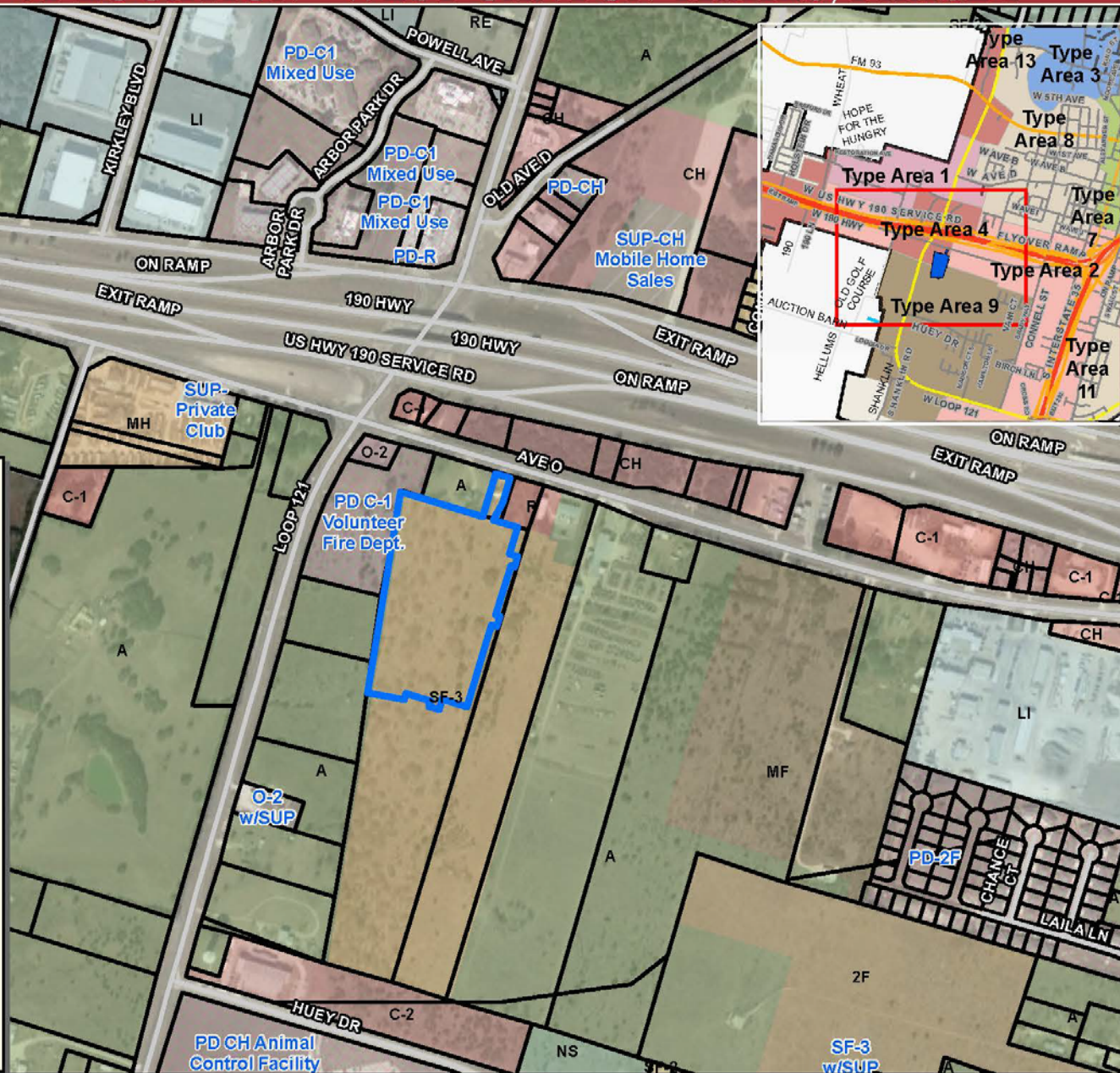
LEGEND

P-19-31

City Limits

Zoning

- Agricultural
- Commercial Highway
- Commercial-1
- Commercial-2
- Conservation Revitalization Overlay
- Light Industrial
- Mobile Home
- Multi Family
- Neighborhood Service
- Office-2
- Planned Development
- Residential Estate
- Retail
- Single Family-2
- Single Family-3
- Specific Use Permit
- Two Family



WEST AVENUE D
1237' (254' + 978' 8")

RESURFACING "TARA ACRE"
HARRIS COUNTY, TEXAS
CITY OF BELTON, TEXAS
VOLUME 2847, PAGE 781 (2000)

"TARA ACRE"
HARRIS COUNTY, TEXAS
CITY OF BELTON, TEXAS
VOLUME 2847, PAGE 781 (2000)

"TARA ACRE"
HARRIS COUNTY, TEXAS
CITY OF BELTON, TEXAS
VOLUME 2847, PAGE 781 (2000)

- STANDARD NOTES:
1. THE DESIGNER, THROUGH HIS ENGINEER OR AUTHORIZED REPRESENTATIVE, SHALL ACQUIRE ALL REQUIRED NATIONWIDE PERMITS, SUCH AS CWA 401, 402 AND/OR 404 PERMITS, AS APPROPRIATE, FROM THE USFWS, TCEQ AND/OR USACE.
 2. TOPOGRAPHICAL INFORMATION IS PRESENTED FOR DRAINAGE ANALYSIS PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
 3. CONSTRUCTION INFORMATION PRESENTED HEREIN IS DERIVED FROM CITY STAKEHOUSE TOPOGRAPHIC MAPS.
 4. CONSTRUCTION SHALL EXHIBIT A MINIMUM OF 10' 4" MIN. ELEV. CONCENTRATED CROSSINGS LOCATIONS TO BE DETERMINED UPON ONCE REVIEW AND DESIGN.

UTILITY CONTRACTOR SHALL VERIFY
LOCATION OF WATER AND SEWER
SERVICES BEFORE TAPPING ANY LINES.

- WATER LAYOUT STANDARD NOTES:
1. ALL WORK SHALL BE CONSTRUCTED TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION), INCLUDING ALL AMENDMENTS ADOPTED THEREBY BEFORE THE DATE OF APPROVAL OF THESE PLANS, AND IN ACCORDANCE WITH THE STANDARD DRAWINGS OF THE CITY OF BELTON, UNLESS OTHERWISE NOTED.
 2. CONTRACTOR SHALL COMPLY WITH ALL CURRENT COWA REQUIREMENTS REGARDING TRENCH SAFETY AND SHIELDING.
 3. CONTRACTOR SHALL COMPLY WITH ALL TCEQ RULES FOR UTILITY DESIGN AND CONSTRUCTION IN ACCORDANCE WITH 35 TAC 290.
 4. ALL WATER MAINS SHALL BE 8" OR 10" UNLESS OTHERWISE NOTED AND ALL BENDS AND FITTINGS NEED MECHANICAL JOINT RESTRAINTS PER CITY OF BELTON REQUIREMENTS.
 5. CONTRACTOR SHALL INSTALL VALVES FOR ALL WATER SERVICE LINES. VALVES SHALL BE 4" HIGH DIAMETER PVC AND SHALL EXTEND TO A DISTANCE 2' FEET BEHIND THE BACK OF CURB.
 6. UTILITIES HAVE BEEN LOCATED BY RECORD DRAINAGE AND VISIBLE APPEARANCES. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.
 7. ALL WATER MAINS SHALL HAVE A MINIMUM OF 42" COVER, UNLESS OTHERWISE NOTED.
 8. FIRE HYDRANT SYMBOLS ARE FOR REPRESENTATION ONLY. FIRE HYDRANT COORDINATES SHALL BE PRESENTED ON A SEPARATE DETAIL.
 9. ALL UTILITY LOCATIONS SHALL BE COORDINATED WITH THE CITY OF BELTON.
 10. CITY OF BELTON MINIMUM WATER LINE SIZE IS 8" UNLESS A WATER MAIN COWA SHOW THAT 6" UNITS CAN SUSTAIN A FIRE EVENT.
 11. ALL FLUSH ASSEMBLIES SHALL BE AUTOMATIC.

- SEWAGE LAYOUT STANDARD NOTES:
1. ALL WORK SHALL BE CONSTRUCTED TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION), INCLUDING ALL AMENDMENTS ADOPTED THEREBY BEFORE THE DATE OF APPROVAL OF THESE PLANS, AND IN ACCORDANCE WITH THE STANDARD DRAWINGS OF THE CITY OF BELTON, UNLESS OTHERWISE NOTED.
 2. CONTRACTOR SHALL COMPLY WITH ALL CURRENT COWA REQUIREMENTS REGARDING TRENCH SAFETY AND SHIELDING.
 3. CONTRACTOR SHALL COMPLY WITH ALL TCEQ RULES FOR UTILITY DESIGN AND CONSTRUCTION IN ACCORDANCE WITH 35 TAC 290.
 4. ALL SANITARY SEWER MAINS SHALL BE 8" OR 10" UNLESS OTHERWISE NOTED.
 5. UTILITIES HAVE BEEN LOCATED BY RECORD DRAINAGE AND VISIBLE APPEARANCES. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.



**BELTON
ENGINEERING
INC.**

108 NO. EAST STREET
BELTON, TEXAS 76513
OFFICE (254)731-8600
MOBILE (254)288-7273
BELTONGENGINEERS.COM

Engineering
Design/Build
Planning

UTILITY PLAN OF
WEST CANYON TRAILS PHASE I
IN LDCP 121 AND W. AVENUE D
CITY OF BELTON, BELL COUNTY, TEXAS
LONG CREEK CONSTRUCTION
3492 PM 2444
SALUD, TEXAS 76571

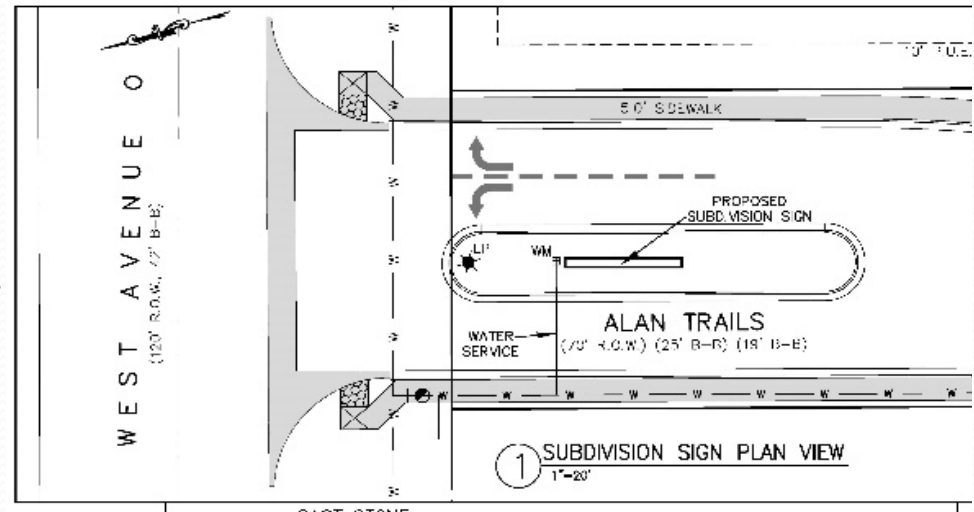


16/03/19
SCALE: 1"=40'
DRAWN: LC
CHECKED: JLS
DATE: 10/03/19
JOB NO.: 18025
04 of 31

C2.00

Case Summary

- Authorizing Sign in Public Right of Way.
- Developer and Successor agree to
 - Provide Necessary Insurance;
 - Provide On-going Maintenance of Landscape;
 - Hold City Harmless in Claims Arising from Use of Property.
- City reserves the right to terminate agreement. Must provide 30 day notice





Recommendation:

- Recommend approval to authorize a license agreement with Randy Taylor Custom Builders to allow an entry sign for West Canyon Trails Subdivision in the public right of way located at the intersection of West Avenue O and Alan Trails.



Staff Report – City Council Agenda Item

Agenda Item #7

Consider authorizing an administrative services agreement with the Belton Economic Development Corporation.

Originating Department

Administration – Sam A. Listi, City Manager
BEDC – Cynthia Hernandez, Executive Director

Summary Information

The Belton Economic Development Corporation is in the process of relocating their offices to Central Avenue. With the relocation to downtown Belton, and within proximity to the City of Belton's fiber line, the City has offered to provide IT and communication services to the Corporation. Historically, BEDC has been served by third-party providers through a contract for services and/or lease agreements. The City is proposing to offer these services at a fee of \$5,000 per year and will include internet, telephone, network connectivity, secure file storage, desktop support and ongoing system maintenance. The City will also assist in hardware and software procurement as needed or scheduled. BEDC recognizes the benefits in obtaining these services from the City and wishes to enter into a formal agreement.

With the development of this agreement for IT Services, BEDC staff has also requested a contract outlining the ongoing administrative services provided by the City of Belton at a fee of \$7,500 each year. The Bylaws of the Corporation state that the Board may request services from an administrative department of the City of Belton and that the Board will reimburse the department for the agreed cost of the services. Although the City has provided these services for BEDC, likely since the creation of the Corporation, there is no documentation beyond a budget expenditure line item. Sales tax funded EDC's have the option to contract these services from a third-party provider or conduct inhouse; however, BEDC recognizes the cost savings and benefits in working with the City of Belton. The agreement is a formality, but one that both BEDC staff and City staff feel is appropriate.

The administrative services agreement was presented to the BEDC Board of Directors on December 1, 2020, and was unanimously approved. Staff seeks the City Council's consideration in approving the administrative services agreement as presented.

Fiscal Impact

The administrative services fee of \$7,500 was included in the BEDC budget. A budget amendment for IT services may be necessary later in the year as only \$2,700 was allocated for IT services.

Amount: \$12,500

Recommendation

Staff recommends City Council approval on authorizing the City Manager to enter into an administrative services agreement with the Belton Economic Development Corporation.

Attachments

Administrative Services Agreement

ADMINISTRATIVE SERVICES CONTRACT

THE STATE OF TEXAS §

COUNTY OF BELL §

This Administrative Services Contract (this "Agreement") is made and entered into by and between the City of Belton, Texas (the "CITY") and the Belton Economic Development Corporation (the "Corporation").

WHEREAS, the City and the Corporation are working jointly toward the development and increase of businesses within the city through the use of tax revenues earned by the Corporation and planning several projects toward those ends; and

WHEREAS, the City and the Corporation desire to enter into an agreement governing administration and management of projects currently contemplated, as well as future projects; and

WHEREAS, the City and the Corporation desire to enter into an agreement commemorating their prior agreements and understandings, establishing a framework for their continued cooperation toward providing for the health and welfare of the citizens of the City of Belton, Texas.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits accruing herein to each party, the parties to this Agreement hereby agree as follows:

1. Legal and Financial Services

The parties agree that if the City provides supplemental legal services, bond counsel or financial advisor services for the benefit of the Corporation, costs savings will be realized through the elimination of duplicated services. Accordingly, the parties agree that the Corporation may call upon the City Attorney or other professionals for the services it requires. In lieu of or in addition to the City Attorney, the Corporation may employ its own counsel and legal staff.

2. Accounting Services

The parties recognize that if the City provides services for the benefit of the Corporation through the City's Finance Department, costs savings will be realized through the elimination of duplicated services. Accordingly, the parties agree that, subject to the right of the Corporation to have an independent audit performed at the end of each fiscal year, and in line with *Section VII. Financial Services* of the Corporation's Bylaws, the City shall perform all finance and accounting functions for the Corporation, including, without limitation, the following:

- A. *Banking.* The City will manage the funds collected through the Section 4A tax. The funds will be maintained in the general disbursement account of the City but will be accounted for separately by the City in the Corporation Fund. All revenues collected through the Section 4A tax will be properly collateralized as are all City funds. Monthly bank statements will be received directly by the City. The Corporation will maintain no additional accounts outside of the City account.
- B. *Investments.* The revenues received through the Section 4A tax will be invested in approved investments as specified by the City's Investment Policy.
- C. *Financial Reporting.* A complete set of financial statements for the Corporation, including a balance sheet and income statement, will be prepared at least quarterly by the City's Finance Department and will be included in the City's quarterly financial report. Copies of such financial statements will be distributed to the board. The activities of the Corporation will be reported in the annual budget of the City.
- D. *Audits.* An audit of the Corporation's financial records will be performed annually by the City's independent auditors in conjunction with the annual audit of the City at the end of the City's fiscal year, and the findings of the independent auditor related to the use of all Section 4A tax funds and the interest earned thereon shall be included in the City's Comprehensive Annual Financial Report. The Corporation agrees to pay ten percent (10%) of the cost to perform the audit in addition to all other costs listed herein.
- E. *Cash Transactions.* All deposits of revenues received by the corporation shall be made by the City. The Corporation shall remit to the Director of Finance any revenues, including donations or other contributions, received directly by the Corporation, within three business days of its receipt. All expenses incurred by the Corporation will be processed and paid by the City's Finance Department. Proper approval and support documentation shall be attached to each invoice as required for all City transactions. Failure to adhere to these policies may result in the non-payment of associated expenses.
- F. *Payroll.* The City will create and maintain all payroll records of the Corporation, including time entry, pay rates, health insurance payments, retirement benefit deposits, tax reporting, and other personnel-related items that are routine in nature.

3. Information Technology Services

The parties recognize that if the City provides services for the benefit of the Corporation through the City's Information Technology Department, costs savings will be realized through the elimination of duplicated services. Accordingly, the parties agree that, subject to the right of the Corporation to employ its own information technology professionals, the City shall perform all information technology for the Corporation, including, without limitation, the following:

- A. *System Maintenance.* The City's Information Technology Department will support and maintain all network infrastructure (such as fiber optics and network connectivity),

computer systems, printers/copiers, telephony (such as phone service with dedicated phone numbers), and a secure dedicated network file storage for all Corporation personnel. The information technology system will include a fiber optic connection between the Corporation's address at 412 E. Central Avenue and the City's servers.

B. *Asset Management*. The City will procure hardware and software on behalf of the Corporation. The City shall maintain a list of all technology assets of the Corporation. The Corporation agrees to provide funding for asset acquisition as regularly scheduled and/or as needed.

4. Consideration

In consideration of the services received pursuant to this agreement, the Corporation will reimburse the City \$12,500 per year which is a fair market fee for the above services provided by the City. This fee can be modified from time to time based upon project workload and justification. The fee is comprised of the following:

| | |
|---------------------------------|---------|
| Accounting services | \$7,500 |
| Information technology services | \$5,000 |

5. Non-Assignability

Neither party to this Agreement shall have the right to assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of the other party.

6. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

7. Severability

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

8. Amendment

This Agreement may be amended or modified by the mutual agreement of the parties hereto, in writing to be attached to and incorporated into this Agreement but not to otherwise.

9. Entire Agreement

This Agreement merges all prior commitments and agreements of the parties and any oral or written agreements, understandings, or commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement. All rights and obligations conveyed or contained in that other agreement are preempted and superseded by this Agreement.

10. Termination of Contract

Either party may amend or terminate this contract in its entirety or segments of, at any time upon 60 days written notice requesting the change or termination.

11. Addresses

All notices and other communications between the parties shall be forwarded to the following addresses:

For the City:
P.O. Box 120
Belton, Texas 76513

For the Corporation:
412 E. Central Avenue
Belton, Texas 76513

IN WITNESS WHEREOF, the parties hereto have caused their respective officers thereunto duly authorized to execute and deliver this Agreement on the 8th day of December, 2020.

CITY OF BELTON, TEXAS

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

BELTON ECONOMIC DEVELOPMENT CORPORATION

Joe T. Shepperd, President



Staff Report – City Council Agenda Item

Agenda Item #8

Consider authorizing the Executive Director of the Belton Economic Development Corporation to enter into an infrastructure development agreement with Premier Belton Two LLC for the construction of a waterline at 3463 IH-14.

Originating Department

Belton Economic Development Corporation – Cynthia Hernandez, Executive Director

Summary Information

The Belton Economic Development Corporation is currently working with Dog Ridge Water Supply Corporation (DRWSC) to design a waterline extension along IH-14 and FM 1670. In addition, BEDC has engaged KPA to design a wastewater line extension along IH-14 and intends to bid both water and wastewater improvements as one project. \$1.6 million has been allocated in BEDC's capital project fund for these improvements.

Recently, BEDC has been approached by Shakeel Badarpura, with Premier Belton Two, LLC, about a possible development agreement for the planned infrastructure improvements to his site located at the southeast corner of IH-14 and FM 1670. Mr. Badapura is developing the TexStar Travel Center on this 3.282-acre lot, and water and wastewater improvements are a condition for permitting, as per the City of Belton. With the timing of the development ahead of the infrastructure improvements planned by BEDC for IH-14, and in an effort to avoid duplication of work, great efforts have been made by the Developer, City of Belton Planning Department, and BEDC to find a solution that will not hinder the scheduled development.

After close coordination with the City, DRWSC, BEDC, and all engineers representing the entities, it has been determined that minor modifications will need to be made to the site plan so that BEDC can install a future wastewater line with little to no implications to the improvements made by the Developer. This is not possible with the waterline; therefore, BEDC is recommending the enclosed infrastructure development agreement with the Developer for a reimbursement not to exceed \$78,500 for the waterline upon construction cost within 12 months.

The BEDC Board of Directors unanimously approved the infrastructure development agreement on December 1, 2020. Although the funds are available and designated for infrastructure, they have not been presented as a budget line item for approval. With that, BEDC must seek Council approval for the proposed expenditure. BEDC seeks the City Council's consideration in approving the infrastructure development agreement as presented.

Fiscal Impact

The reimbursement for the waterline improvements to this site will not exceed \$78,500. This will be funded by BEDC's capital projects fund.

Amount: \$78,500

Budgeted: ☐ Yes ☒ No

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

Funding Source(s):

Recommendation

The BEDC Board and staff recommend City Council authorize the Executive Director of the Belton Economic Development Corporation to enter into an infrastructure development agreement with Premier Belton Two LLC for the construction of a waterline at 3463 IH-14.

Attachments

Infrastructure development agreement
Site Exhibit

INFRASTRUCTURE DEVELOPMENT AGREEMENT

This Infrastructure Development Agreement (this “**Agreement**”) is entered into as of December 1, 2020 (the “**Effective Date**”) by and among **Belton Economic Development Corporation**, a Texas nonprofit corporation (“**BEDC**”), and **Premier Belton Two, LLC**, (the “**Developer**”). BEDC and the Developer are individually sometimes called a “**Party**” and are collectively called the “**Parties**.”

Recitals

- A.** The Developer is working with the City of Belton on site plan approval and permitting for the development of TexStar Travel Center on 3.282 acres at 3463 IH-14. The Developer desires to construct a 10’ water main as illustrated in the exhibit within the City of Belton, and within the Dog Ridge Water Supply Corporation service area, in order to adequately serve the proposed development. Developer’s investment in the Infrastructure is hereinafter called the “**Project**.”
- B.** The BEDC has entered into an agreement dated January 15, 2019, with Dog Ridge Water Supply Corporation, to fund the design and construction of water enhancements along IH-14, to include the Project area in order to induce promote state and local economic development and stimulate business and commercial activity in the City of Belton.
- C.** In order to facilitate the timely development of the Project in the City, while maintaining the schedule for BEDC funded infrastructure improvements, BEDC has agreed to reimburse the Developer for the waterline installation.
- D.** BEDC, after due and careful consideration, has concluded that the Project, as provided for herein, will benefit BEDC.

E. This Agreement has been submitted to BEDC for consideration and review, and BEDC has taken all actions required to be taken prior to the execution of this Agreement to make the same binding upon BEDC according to the terms hereof.

F. The Parties wish to set forth their respective rights and obligations with respect to the Project.

NOW, THEREFORE, in consideration of the promises and agreements herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties contract and agree as follows:

- 1.** BEDC will reimburse Developer up to **Seventy-Eight Thousand Five Hundred DOLLARS (\$78,500)**, to be tendered to the Developer for direct third-party expenses actually incurred by the Developer for the construction of new and improved waterline.
- 2.** Payment will be issued upon completion of construction in accordance with the plans prepared by Belton Engineering, Inc, and inspected and approval by the City of Belton and Dog Ridge Water Supply Corporation.
- 3.** The Developer shall complete the construction within Twelve (12) months following the Effective Date of this Agreement.
- 4.** While not an event of default or a condition to this Agreement, BEDC requests that the Developer satisfies its needs for all employee positions from residents of the City of Belton, and purchase all materials, supplies and services in the course of making the Investment in the Project from merchants and businesses physically located in greater metropolitan area of the City of Belton.

5. The Developer hereby agrees and acknowledges that if the Developer fails to fully satisfy the Performance Conditions as set out herein, BEDC may terminate this agreement without further obligation to Developer.

6. The Developer, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ or contract with any undocumented workers during the Term of this Agreement.

7. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Agreement:

a. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all of the Parties hereto.

b. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bell County, Texas. The Parties agree that the venue for any action arising under this Agreement shall lie exclusively in the state district courts of Bell County, Texas. Each party consents and submits to personal jurisdiction in said venue and waives any and all right to object to the venue and seek transfer of venue for reasons of convenience or otherwise.

c. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. BEDC warrants and represents that the individual executing this Agreement on behalf of BEDC has full authority to execute this Agreement and bind BEDC to the same. The Developer warrants

and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

- d.** Severability. In the event any provision in this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- e.** Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the Party to whom the notice is to be given at the addresses shown below. Any Party may change its address for notices under the Agreement by giving formal written notice to the other Parties, specifying that the purpose of the notice is to change the Party's address. For notice purposes, each Party agrees to keep the other informed at all times of its current address. The addresses of the Parties are:

Premier Belton Two, LLC
11940 Jollyville Rd, Suite 110-N
Austin, TX 78759
Attn: Shakeel Badarpura

BEDC
2180 North Main St., #C1
Belton, Texas 76513
Attn: Executive Director

- f.** Counterparts. This Infrastructure Development Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- g.** Personal liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

- h.** No Joint Venture; No Third-Party Beneficiaries. It is acknowledged and agreed to by the parties hereto that this Agreement is not assignable, and that the terms hereof are not intended to and shall not be construed to constitute a partnership or joint venture between the parties. BEDC, its officials, officers and agents, do not assume any responsibility or liability to any third parties in connection with the development of the Project.

Executed to be effective on the date above first given:

**PREMIER BELTON TWO,
a Limited Liability Company**

By: _____

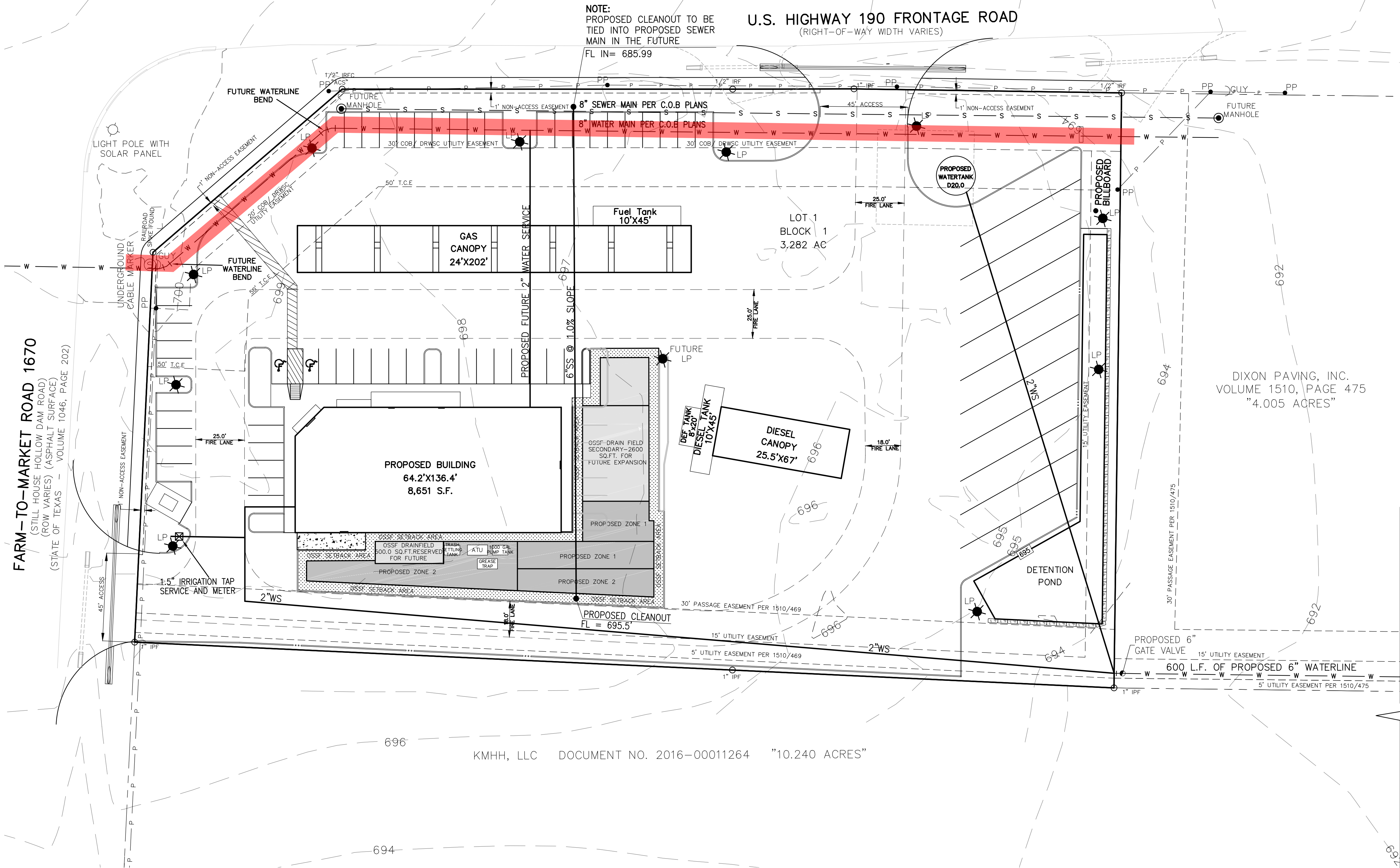
Printed Name: _____

Title: _____

**BELTON ECONOMIC DEVELOPMENT
CORPORATION,
a Texas nonprofit corporation**

By: _____
Cynthia Hernandez, Executive Director

The Red Highlight represents the approximate location and extents of water main included within the OPC.



STANDARD NOTES:

1. THE DEVELOPER, THROUGH HIS ENGINEER OR AUTHORIZED REPRESENTATIVE, SHALL ACQUIRE ALL REQUIRED NATIONWIDE PERMITS, SUCH AS CWA 401, 402 AND/OR 404 PERMITS, AS APPROPRIATE, FROM THE USEPA, TCEQ, AND/OR USACE.
2. TOPOGRAPHICAL INFORMATION IS PRESENTED FOR DRAINAGE ANALYSIS PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
3. TOPOGRAPHICAL INFORMATION PRESENTED HEREIN IS DERIVED FROM AN ON-SITE SURVEY CONDUCTED ON AUGUST 12, 2018 BY BRYAN TECHNICAL SERVICES INC.
4. THE ENGINEER OF RECORD MUST BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES IN THE PLANS EXIST

WATER LAYOUT STANDARD NOTES:

1. ALL WORK DETAILED ON THESE PLANS SHALL BE CONSTRUCTED TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST ADDITION), INCLUDING ALL AMENDMENTS ADOPTED THERETO BEFORE THE DATE OF APPROVAL OF THESE PLANS, AND IN ACCORDANCE WITH THE STANDARD DRAWINGS OF THE CITY OF BELTON, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL COMPLY WITH ALL CURRENT OSHA REQUIREMENTS REGARDING TRENCH SAFETY AND SHORING.
3. CONTRACTOR SHALL COMPLY WITH ALL TCEQ RULES FOR UTILITY DESIGN AND CONSTRUCTION IN ACCORDANCE WITH 30 TAC 290.
4. ALL WATER MAINS SHALL BE C-900 PVC PIPE UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL INSTALL SLEEVES FOR ALL WATER SERVICE LONG TAPS. SLEEVES SHALL BE 4-INCH DIAMETER PVC AND SHALL EXTEND TO A DISTANCE 2- FEET BEHIND THE BACK OF CURB.
6. UTILITIES HAVE BEEN LOCATED BY RECORD DRAWINGS AND VISIBLE APPURTENANCES. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.
7. ALL WATER MAINS SHALL HAVE A MINIMUM OF 42 INCHES OF COVER MATERIAL BELOW FINISH GRADE.
8. FIRE HYDRANT SYMBOLS ARE FOR REPRESENTATION ONLY. FIRE HYDRANT ORIENTATION SHALL BE PRESENTED ON A SEPARATE DETAIL.

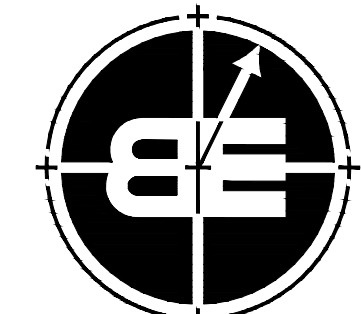
SANITARY SEWER LAYOUT STANDARD NOTES:

1. ALL WORK DETAILED ON THESE PLANS SHALL BE CONSTRUCTED TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST ADDITION), INCLUDING ALL AMENDMENTS ADOPTED THERETO BEFORE THE DATE OF APPROVAL OF THESE PLANS, AND IN ACCORDANCE WITH THE STANDARD DRAWINGS OF THE CITY OF BELTON, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL COMPLY WITH ALL CURRENT OSHA REQUIREMENTS REGARDING TRENCH SAFETY AND SHORING.
3. CONTRACTOR SHALL COMPLY WITH ALL TCEQ RULES FOR UTILITY LINE LOCATIONS IN ACCORDANCE WITH 30 TAC 217.
4. ALL SANITARY SEWER MAINS SHALL BE SDR-26 PVC PIPE UNLESS OTHERWISE NOTED.
5. UTILITIES HAVE BEEN LOCATED BY RECORD DRAWINGS AND VISIBLE APPURTENANCES. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.

REVISIONS



Know what's below
Call before you dig.



FIRM # F-13392

**BELTON
ENGINEERING
INC.**

106 NO. EAST STREET
BELTON, TEXAS 76513
OFFICE (254)731-5600
MOBILE (254)289-7273
BELTONENGINEERS.COM

• *Engineering*
• *Design/Build*
• *Planning*

UTILITY PLAN FOR:
TEXSTAR TRAVEL CENTER
3463 U.S. HWY 190
CITY OF BELTON, BELL COUNTY, TEXAS 76513
SHAKEEL BADARPURA
11940 JOLLYVILLE RD. #100-N, AUSTIN, TX 78759



10/16/20

SCALE: 1"=30'

DRAWN.: RR

ELEC. DRAWING FILE

18020-UP.dwg

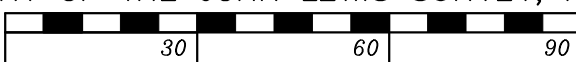
DATE: 10/16/20

JOB NO.:18020

2 OF 14

C2.0

UTILITY PLAN FOR:
TEXSTAR TRAVEL CENTER
3.282 ACRES
LOT 1, BLOCK 1
3463 U.S. HWY 190
CITY OF BELTON, BELL COUNTY, TEXAS
OUT OF AND A PART OF THE JOHN LEWIS SURVEY, ABSTRACT #512





Staff Report – City Council Agenda Item

Agenda Item #9

Consider amending Chapter 23, Article VII, Section 23-302 of the Code of Ordinances allowing for the exemption of properties owned and operated by the U.S. Army Corps of Engineers for the purpose of flood risk management from the drainage fee.

Originating Department

Administration – Sam A. Listi, City Manager

Background

Originally adopted in 2007 (Ordinance 2007-39), the City's Storm Drainage Ordinance was established to protect public health and safety by providing municipal drainage improvements, education, and services through a dedicated drainage fund. The drainage service area was determined to be the Belton city limits, and a schedule of fees was established based on land use – one to four dwelling units at \$3 per unit, with other properties assessed by amount of impervious cover from \$10 - \$200 per month.

Properties exempt from the Ordinance, as mandated by the Texas State Legislature, are limited to properties owned by the State of Texas and UMHB (see Exempt Property, Section 23-302). The Corps of Engineers has submitted the attached letter requesting exemption from the drainage fee for its properties as being “redundant to our mission”. The Corps, through its management of Belton and Stillhouse dams, exercises its primary mission to reduce the risk of loss of life due to flooding through its local operations conducted in Belton. We consider this to be a reasonable request.

Fiscal Impact:

Currently: \$200 monthly fee; \$2,400 annually

Recommendation: Recommend amending Chapter 23, Article VII, Section 23-302 of the Code of Ordinances exempting properties owned and operated by the U.S. Army Corps of Engineers for the purpose of flood risk management from the drainage fee.

Attachments:

Request from Joshua Brown, Belton Lake Manager, USACE
Code of Ordinances – Special Drainage Revenue Fund
Proposed Ordinance Amendment



DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
3110 FM 2271
BELTON, TEXAS 76513-6522

October 23, 2020

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

Dear Mr. Listi:

It has come to our attention that the utility bill for the Corps of Engineers at Belton Lake contains a drainage fee of two hundred dollars each month. The Corps of Engineers requests the drainage fee be waived for the Belton Lake Project because it is redundant to our mission.

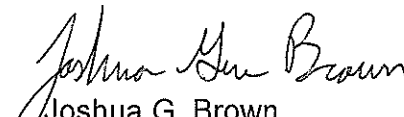
City of Belton Code of Ordinances Chapter 23, Article VII, Section 23-301 states the purpose of the Special Revenue Drainage Fund, to which the fee is applied, is to support drainage functions established "to protect health and safety within the city from the loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from nonpoint source runoff." The Belton Dam is the largest surface water drainage control feature benefiting the City of Belton.

The Belton Dam catches drainage from 3,570 square miles of the Leon River Basin upstream of the City of Belton. The primary mission of the Belton Lake Project is to reduce the risk of loss of life and property due to flooding, and has done so well since impoundment in 1954. The property owned by the Corps of Engineers within the city limits of Belton supports that mission.

The Corps of Engineers requests the drainage fee be waived for account number 10-2060-00. We thank you for considering our request. Please address any correspondence regarding this matter to myself, Joshua G. Brown, Belton Lake Manager, 3110 FM 2271, Belton, TX 76513-6522, (254)742-3056.

I am forwarding a copy of this letter to Amanda Cox, Utility Billing Supervisor.

Sincerely,


Joshua G. Brown
Belton Lake Manager

ARTICLE VII. - SPECIAL REVENUE DRAINAGE FUND^[8]

Sec. 23-301. - Purpose.

The special revenue drainage fund and associated drainage functions are established in order to protect the public health and safety within the city from the loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from nonpoint source runoff within the boundaries of the service area of the special revenue drainage fund as established in the article. Drainage service will be offered on nondiscriminatory, reasonable and equitable terms within the service area, in conjunction with a categorical hierarchy of drainage priorities for planning and remediation.

(Ord. No. 2012-42, Pt. 1, 10-23-12)

Sec. 23-302. - Definitions.

The following definitions shall apply to terms within this article:

Benefitted property means an improved lot or tract to which a drainage service is made available under this article. Improved lot or tract means a lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure.

Cost of service as applied to a drainage system service to any benefitted property means allowable uses of such funds, including:

- (1) The prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements and interests in land relating to structures, equipment and facilities used in draining the benefitted property;
- (2) The prorated cost of the acquisition, construction, repair and maintenance of structures, equipment and facilities used in draining the benefitted property or the repayment of debt used to finance the same;
- (3) The prorated cost of architectural, engineering, legal and related services, mapping, plant and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incident to planning, providing or determining the feasibility and practicability of structures, equipment and facilities used in draining the benefitted property;
- (4) The prorated cost of all machinery, equipment, furniture and facilities necessary or incident to the provision and operation of draining the benefitted property;
- (5) The direct and indirect administrative costs of operating a municipal drainage system (e.g., personnel, computer, postage, billing, legal, financial services, etc.); and
- (6) The prorated cost of complying with TCEQ's Phase II Water Quality requirements.

Drainage means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

Drainage charge means:

- (1) The levy imposed to recover the cost of the service of the municipality in furnishing drainage for any benefitted property; and
- (2) An amount made in contribution to funding of future drainage system construction by the city.

Drainage fee means the drainage charge, including any interest and penalties paid by a benefitted or served property for stormwater drainage services including, but not limited to, the items described as cost of service in [section 23-302](#) of this article, provided by the drainage function.

Drainage priorities means a categorical hierarchy of drainage priorities for planning and remediation, based on severity of flooding, to include from highest to lowest priority:

- (1) Loss of life;
- (2) Loss of residential or non-residential buildings, improvements, utilities or other investments;
- (3) Inundation of roadways or stream crossings that cause vehicular accidents or that prevent emergency

- equipment access;
- (4) Erosion to public/private improvements or property which cause maintenance problems;
- (5) Nuisance flooding;
- (6) Aesthetically unpleasing or unwanted drainage flows.

Drainage services are those municipal drainage functions that are regularly provided by the city through city property dedicated to that service to the users of benefitted property within the service area and that are based on:

- (1) An established schedule of charges;
- (2) The use of the police power to implement the service; and
- (3) Nondiscriminatory, reasonable and equitable terms as determined by the city council.

Drainage system means the drainage owned or controlled in whole or in part by the city and dedicated to the service of benefitted property, including provisions for additions to the system.

Exempt property means property owned by the State of Texas and the University of Mary Hardin-Baylor, as mandated by the Texas State Legislature.

Facilities means the property, either real, personal or mixed, that is used in providing drainage and included in the system.

Impervious square footage cover means the total square footage of ground level structural improvements covering the natural land surface including buildings, parking lots, roads, driveways, swimming pools, and other impermeable surfaces, typically but not necessarily associated with a water and/or wastewater and/or refuse account. In the case of multiple water meters, each with separate utility billings, (an apartment complex for example), such impervious square footage cover shall be counted only once and billed to only one (1) utility account.

Other developed property shall mean any developed lot or parcel used for something other than single family residential use, including apartments, commercial, religious, industrial, institutional (including non-profit organizations) and governmental activities, except as exempted.

Parcel means one (1) or more lots or portions of lots which are contiguous and under single ownership.

Residential property shall refer to any property platted or used for single family residential development (i.e., single-family residential, mobile homes, duplex, triplex, fourplex, etc., but not including larger apartment buildings) upon which a structure has been placed.

Service area means the geographic area which shall be served by the city's drainage services, as established by the ordinance codified in this article in [section 23-304](#).

Single-family residential dwelling unit shall refer to the number of dwelling units contained within any property platted or used for single family residential purposes. For purposes of this article, a single family detached structure shall equal one (1) dwelling unit, a duplex shall equal two (2) dwelling units, a triplex shall equal three (3) dwelling units, and a fourplex shall equal four (4) dwelling units. Larger apartment buildings shall not be considered single family dwelling units.

User means the person or entity who owns or occupies a benefitted property.

(Ord. No. 2012-42, Pt. 1, 10-23-12)

Sec. 23-303. - Dedications of assets to special revenue drainage fund.

The city dedicates all city-owned property, facilities, materials and supplies constituting the city's drainage system to the special revenue drainage fund created under [section 23-305](#) hereinafter on the effective date of the ordinance codified in this article. All future acquisitions of real or personal property related to drainage shall be maintained as a part of the special revenue drainage fund.

(Ord. No. 2012-42, Pt. 1, 10-23-12)

Sec. 23-304. - Drainage service area.

The service area for the special revenue drainage fund shall include the city limits as they shall be amended from time to time by action of the city council.

(Ord. No. 2012-42, Pt. 1, 10-23-12)

Sec. 23-305. - Special revenue drainage fund.

A separate special revenue drainage fund, within the city's fund structure, shall be created as of the effective date of the ordinance codified in this article, known as the special revenue drainage fund, for the purpose of identifying and controlling all revenues and expenses attributable to municipal drainage services and water quality enhancement related thereto. All drainage fees collected by the city after the effective date of the ordinance codified in this article and such other monies as may be available by or to the city for the purpose of drainage shall be deposited in the special revenue drainage fund. Such drainage revenues shall be used for the purpose of the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction, administration and other reasonable and customary charges associated with the operation of drainage services and water quality enhancement for the city. It shall not be necessary that the expenses from the special revenue drainage fund for any authorized purpose specifically relate to any particular benefitted property from which the revenues for such purposes were collected. The income derived from the operation of municipal drainage services must be segregated in one (1) or more accounts and completely identifiable from other city accounts. Drainage fees will be used for the sole purposes of promoting drainage services and enhancing water quality related thereto in conjunction with a categorical hierarchy of drainage priorities, and will not be transferred to other municipal fund accounts for non-drainage purposes, except where specifically permitted by V.T.C.A., Local Government Code, ch. 402, subch. C.

(Ord. No. 2012-42, Pt. 1, 10-23-12)

Sec. 23-306. - Administration of municipal drainage services.

The city manager shall be responsible for the administration of this article including, but not limited to, enacting any procedures necessary for the administration of the drainage charges and the consideration of variances, developing maintenance programs, and establishing drainage criteria and standards for operation of the drainage system.

(Ord. No. 2012-42, Pt. 1, 10-23-12)

Sec. 23-307. - No assumed liability for floods and nonpoint source pollution.

Floods from drainage and stormwater runoff may occasionally occur which exceed the capacity of the drainage system maintained and financed with the drainage charges. In addition, surface water stagnation and pollution arising from nonpoint source runoff may occasionally occur which exceed the capacity of the drainage system maintained and financed with drainage charges. This article does not imply that properties subject to charges shall always be free from flooding or flood damage, surface water stagnation or nonpoint source pollution or that all flood control and water treatment projects to control the quantity and quality of runoff can be constructed to provide for one hundred (100) percent effectiveness. Nothing whatsoever in this article should be construed as or be deemed to create additional duties on the part of the city to hold the city liable for any damages incurred in a flood or from adverse water quality due to drainage runoff. Nothing in this article shall be deemed to waive the city's immunity under state law or reduce the need or necessity for property owners to procure flood insurance within or without the city.

(Ord. No. 2012-42, Pt. 1, 10-23-12)

Sec. 23-308. - Establishment of a drainage fee.

A drainage fee is imposed upon each developed lot and parcel with structural improvements located within the city for drainage services and facilities and water quality enhancement related thereto provided by the city, except as exempted. For purposes of imposing the drainage fee, all lots and parcels within the city are classified into the following two (2) customer categories:

- (1) Residential property (one (1) to four (4) dwelling units on one (1) parcel); and
- (2) Other property (all other developed property including multifamily developments with more than four (4) dwelling units on one (1) parcel).

(Ord. No. 2012-42, Pt. 1, 10-23-12; Ord. No. 2016-32, Pt. 1, 7-26-16)

Sec. 23-309. - Calculation of drainage fees.

- (a) The following schedule shall be used to determine the applicable drainage fee:

Residential Property

EXPAND

| # of Units | Monthly Fee |
|------------|--|
| 1 | \$3.00 per monthly billing cycle per single-family dwelling unit |
| 2 | \$3.00 per unit, \$6.00 total per monthly billing cycle |
| 3 | \$3.00 per unit, \$9.00 total per monthly billing cycle |
| 4 | \$3.00 per unit, \$12.00 total per monthly billing cycle |

Other Property

[EXPAND](#)

| Square Feet Range of Impervious Cover | Monthly Fee |
|---------------------------------------|-------------|
| 250,000 square feet and over | \$200.00 |
| 100,000—249,999 square feet | 100.00 |
| 50,000—99,999 square feet | 50.00 |
| 10,000—49,999 square feet | 20.00 |
| 0—9,999 square feet | 10.00 |

- (b) Drainage fees will apply to improved lots and parcels within the City regardless of whether or not the City of Belton Utility Department bills the improved lots or parcels for water and/or sewage and/or garbage service.
- (c) The city manager shall be responsible for determining impervious cover square footage area of other properties, as defined herein, based on data obtained from the tax appraisal district of Bell County. If such information is unavailable from the appraisal district files, the property owner, tenant or responsible party may submit a certified survey or an impervious surface survey to assist the city manager in determining applicable area. The city manager may require additional information as necessary to make the determination. The amount of any fee may be revised by the city manager based on additions to the impervious cover area, as approved through the City of Belton's building permit process or as shown from the records of the appraisal district.
- (d) The city council may review the foregoing schedule of fees at any time and may, by ordinance, increase or decrease the fees within the schedule upon a determination, in compliance with V.T.C.A., Local Government Code § 402.045, that such increase or decrease is warranted.
- (e) The city council finds and determines that the drainage fee has been established in accordance with the provisions of the V.T.C.A., Local Government Code ch. 402, Subchapter C, "Municipal Drainage Utility Systems."

(Ord. No. 2012-42, Pt. 1, 10-23-12; Ord. No. 2016-32, Pt. 1, 7-26-16)

Sec. 23-310. - Billing and payment—Penalties.

- (a) Bills or statements for the drainage fee shall be rendered by the city for all properties subject to the fee. Bills shall be payable within ten (10) days of the date when rendered and shall be considered as having been mailed to the customer and/or owner, whether actually received or not, when deposited in the United States mail,

postage prepaid, addressed to the utility customer. Bills shall be rendered monthly. Bills shall be for services for the preceding month.

- (b) Bills are due when rendered, and subject to late charges, disconnection of service, and reconnection fees authorized under the provisions relating to water/wastewater service under [chapter 23](#), Utilities, of the City Code of Ordinances. Current penalties and service charges for reconnection are reflected in the city's fee and rate schedule.
- (c) Drainage fees shall be billed with the city's utility billings and shall be identified separately on the bill as a drainage/water quality fee. Delinquent fee bills shall be mailed to the customer at the address at which the owner receives other city utility services, or if no other city utility services are rendered, to any known address of the owner.
- (d) Any charge due hereunder which is not paid when due will subject the user to discontinuance of all utility services provided by the City of Belton, including water, wastewater, and sanitation service. Any drainage charge due hereunder which shall not be paid when due may be recovered in an action at law by the city. The employees of the city's drainage services shall have access, at all reasonable times, to any benefitted properties served by the drainage services for inspection, repair or enforcement of sections [23-310](#) through [23-311](#).
- (e) Notice of the imposition of drainage fees shall be mailed to all customers of the city's water, wastewater, and sanitation services. Such notice shall state that drainage fees will be billed to the customer of each such service and that failure of a customer and/or owner to pay such fees may result in the discontinuance of all city water, wastewater and sanitation services.

(Ord. No. 2012-42, Pt. 1, 10-23-12)

Sec. 23-311. - Adjustment of fees.

- (a) A request for adjustment of a drainage fee shall be submitted to the city manager, who shall administer the procedures and standards and review criteria for the adjustment of fees as established herein. All requests shall be evaluated based upon the amount of impervious cover of square footage. The following procedures shall apply to all requests for adjustment of the drainage fee:
 - (1) Any owner or customer who has paid a drainage fee and who believes the calculation or determination of the drainage fee to be incorrect may, subject to the restrictions set forth in this article, submit an adjustment request to the city manager. Requests for adjustment of drainage fees paid by an owner or customer making the request shall be in writing and set forth in detail the grounds upon which relief is sought.
 - (2) Adjustment requests for drainage fees will be reviewed by the city manager within sixty (60) days from the date of receipt of an adjustment request. Adjustments resulting from such a request shall be prospective, but may be made retroactive for no greater time period than three (3) months prior to the receipt of the request, at the discretion of the city manager.
 - (3) The owner or customer requesting an adjustment may be required, at the requesting party's own cost, to provide supplemental information to the city manager, including, but not limited to, survey data approved by a Texas registered professional land surveyor, or detailed development plan approved by the City of Belton. Failure to provide requested information within a reasonable period of time as set by the city manager may result in the denial of the adjustment request.
 - (4) Adjustments to the drainage fee will be made upon the granting of the adjustment request, in writing, by the city manager. Denials of adjustment request shall be made in writing by the city manager and set forth in detail the reasons for the decision.
- (b) The city manager shall apply the standards and review criteria contained in this section. All findings and determinations made by the city manager arising out of this section will be final.

(Ord. No. 2012-42, Pt. 1, 10-23-12)

Secs. 23-312—23-320. - Reserved.

ORDINANCE NO. 2020-48

AN ORDINANCE AMENDING CHAPTER 23, ARTICLE VII, SPECIAL REVENUE DRAINAGE FUND, SECTION 23-302 OF THE CODE OF ORDINANCES AMENDING THE DEFINITION OF EXEMPT PROPERTIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, Chapter 402, Subchapter C, "Municipal Drainage Utility Systems," of the Texas Local Government Code authorizes municipalities to create municipal drainage utilities and to levy a municipal drainage fee;

WHEREAS, the City Council has determined that the most effective way to meet the financial needs of these drainage system requirements is through the continuation of a municipal drainage fee on certain property as described herein and located within the City limits;

WHEREAS, Ordinance No. 2012-42 reenacted the Special Revenue Drainage Fund which has been codified as Chapter 23, Article VII, Special Revenue Drainage Fund in the Code of Ordinances; and Ordinance No. 2016-32 clarified Section 23-308 and Section 23-309.

WHEREAS, the City now desires to amend Section 23-302 as it relates to the definition of *Exempt Property*.

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

PART 1: SPECIAL REVENUE DRAINAGE FUND

Section 23-302 Definitions.

Exempt property means property owned by the State of Texas and the University of Mary Hardin-Baylor, as mandated by the Texas State Legislature. Exempt property also includes property owned and operated by the U. S. Army Corps of Engineers for the purpose of flood risk management.

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

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

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

PASSED AND APPROVED at a regular meeting of the Belton City Council on the 8th day of December, 2020.

THE CITY OF BELTON, TEXAS

Wayne Carpenter, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy M. Casey, City Clerk

John Messer, City Attorney