



City of Belton, Texas

City Council Meeting Agenda
Tuesday, March 9, 2021 - 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 John R. Holmes, Sr.

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

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

Invocation. The Invocation will be given by Councilmember Craig Pearson.

1. Call to order.
2. Public Comments.

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

3. Proclamation – 100th Anniversary of the Belton Rotary Club.

Consent Agenda

Items 4-11 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be

removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

4. Consider minutes of February 9, 2021, City Council Meeting.
5. Consider an ordinance declaring unopposed candidates elected to office and canceling the May 1, 2021, General City Election.
6. Consider an appointment to the Central Texas Council of Governments Solid Waste Board.
7. Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.
8. Receive a report on the annual review of the City's Ethics Ordinance, No. 2018-03, by the Ethics Commission.
9. Consider approval of a revised employment agreement for the City Manager.
10. Consider resolutions granting the City Manager, Director of Finance, and designated deputy the authority to conduct financial transactions on behalf of the City of Belton.
11. Consider authorizing alternate compensation for park improvements required by the Subdivision Ordinance for Southwood Hills Phase III, located on the west side of Connell Street, south of Laila Lane and north of Huey Drive.

Regular Agenda

12. Consider utility bill adjustments for abnormal water consumption and delayed services that occurred during the month of February 2021.
13. Consider a revised Interlocal Government Agreement between the City of Belton and Bell County concerning joint regulation of subdivision platting in Belton's extraterritorial jurisdiction (ETJ).

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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Tuesday, March 9, 2021 - 5:30 p.m.
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OFFICE OF THE CITY MANAGER

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Invocation. The Invocation will be given by Councilmember Craig Pearson.

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3. **Proclamation – 100th Anniversary of the Belton Rotary Club.**

Rotary President John Shank will be present to receive the proclamation.

Consent Agenda

Items 4-11 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

4. **Consider minutes of February 9, 2021, City Council Meeting.**

A copy of the minutes is attached. Recommend approval.

5. **Consider an ordinance declaring unopposed candidates elected to office and canceling the May 1, 2021, General City Election.**

See Staff Report from City Clerk Amy Casey. Recommend adoption of the ordinance cancelling the election.

6. **Consider an appointment to the Central Texas Council of Governments Solid Waste Board.**

See Staff Report from City Clerk Amy Casey. Recommend the appointment of Public Works Program Manager Marcie Seele to the CTCOG Solid Waste Board.

7. **Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.**

See Staff Report from City Clerk Amy Casey. Recommend approval of the resolution nominating Interim Assistant Director of Public Works Scott Hodde for election to the Central Texas Water Supply Corporation's Board of Directors.

8. **Receive a report on the annual review of the City's Ethics Ordinance, No. 2018-03, by the Ethics Commission.**

See Staff Report from City Clerk Amy Casey. No changes are recommended.

9. **Consider approval of a revised employment agreement for the City Manager.**

A copy of the revised agreement, including a 3% base salary increase, is attached. Recommend approval.

10. **Consider resolutions granting the City Manager, Director of Finance, and designated deputy the authority to conduct financial transactions on behalf of the City of Belton.**

See Staff Report from Director of Finance Mike Rodgers. Recommend approval of the resolutions as presented.

11. **Consider authorizing alternate compensation for park improvements required by the Subdivision Ordinance for Southwood Hills Phase III, located on the west side of Connell Street, south of Laila Lane and north of Huey Drive.**

See Staff Report from Planner Tina Moore. Recommend approval of the proposed park fee variance as presented.

Regular Agenda

12. **Consider utility bill adjustments for abnormal water consumption and delayed services that occurred during the month of February 2021.**

See Staff Report from Director of Finance Mike Rodgers. Recommend approval of utility bill adjustments for abnormal water consumption during the month of February 2021.

13. **Consider a revised Interlocal Government Agreement between the City of Belton and Bell County concerning joint regulation of subdivision platting in Belton's extraterritorial jurisdiction (ETJ).**

See Staff Report from City Manager Sam Listi. Recommend approval of the revised agreement with Bell County concerning joint regulation of subdivision platting in Belton's ETJ.

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

WHEREAS, Rotary International, founded on February 23, 1905, in Chicago, Illinois, is the world's first, and one of the largest, non-profit service organizations and boasts of over 1.2 million Rotary club members comprised of professionals in over 35,000 clubs worldwide; and

WHEREAS, the Belton Rotary Club was organized in 1921 through the efforts of Rotarians from the Waco area and founding members including Arthur Potts, Jesse Wallis Blair, Harry T. Cochran and Fred Lewis, and its inaugural meeting was held in the Central Hotel on the corner of North Main Street and Second Avenue;

WHEREAS, the Belton Rotary Club became a member of the Rotary International Foundation on August, 21, 1973, and founded the Killeen Rotary Club in 1960 and the Salado Rotary Club in 1996; and

WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourages high ethical standards, and promotes goodwill and peace in the world; and

WHEREAS, members work for the benefit of the Belton community and global initiatives in the six Rotary areas of focus – promoting peace, fighting disease, providing clean water, maternal health, literacy and basic education, and economic and community development; and

WHEREAS, the Club's signature fundraising events have included contributing to the Student Loan Fund in the 30s, the Rotary Club Hamburger Supper in the 90s, the Annual Reverse Raffle in the early 2000s, and the Rotary Club Pancake Supper that has been held since the 50s; and

WHEREAS, the Club has donated funds to support local area organizations and initiatives such as Belton ISD, Helping Hands Ministry, the Lena Armstrong Public Library, Leadership Belton, Project Apple Tree, the military Adopt-A-Unit, Belton Rotary Scholarship Fund, as well as Flag Pole Dedications; and

WHEREAS, the Club has shown by its actions and good works for the past 100 years that it is a significant asset to the community, providing leadership and funding projects that have greatly benefited the area and its citizens, as well as people around the world.

NOW THEREFORE, I, Wayne Carpenter, Mayor of the City of Belton, Texas, call upon all citizens of Belton to recognize and celebrate the

100th ANNIVERSARY of the BELTON ROTARY CLUB

in the City of Belton, and congratulate our Rotarians on this momentous occasion.

IN WITNESS THEREOF, I have hereunto set my hand, and have caused the Official Seal of the City of Belton, Texas, to be affixed this the 9th day of March, 2021.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

**Belton City Council Meeting
February 9, 2021 – 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 and Councilmembers David K. Leigh, 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, Wes Gilbreath, Larry Berg, Paul Romer, Chris Brown, Mike Rodgers, Angellia Points (Zoom), Bob van Til, Matt Bates, and Cynthia Hernandez.

The Pledge of Allegiance to the U.S. Flag was led by Mayor Pro Tem Dan Kirkley, and the pledge to the Texas Flag was led by City Attorney John Messer. The Invocation was given by Councilmember David K. Leigh.

1. **Call to order.** Mayor Carpenter called the meeting to order at 5:32 p.m.

2. **Public Comments.** *(Audio 1:39)*

Mr. Tom Staggs, 5509 Perdita Drive, spoke on issues regarding his irrigation meter.

Ms. Jordan Mapes, 1010 E. Avenue S, requested that the City's chicken ordinance be amended to reduce restrictions on chickens in the City limits.

Mayor Carpenter explained that February is Black History Month. He added that the Harris Community Center was built as a symbol of segregation in 1938. After desegregation, it fell into disrepair. In cooperation with Belton ISD, the City renovated the building for use as a community center, and it has become a symbol of pride and reconciliation.

Director of Parks and Recreation Matt Bates spoke about a Black History Month event in which the Parks and Recreation Department is partnering with the Lena Armstrong Library on the premiere of a documentary entitled, "Black Men in White Coats."

Items 3-10 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. *(Audio 10:23)*

3. **Consider minutes of January 26, 2021, City Council Meeting.**

4. **Consider an appointment to the Planning and Zoning Commission.**

5. **Consider a resolution ordering the General Election to be held on May 1, 2021.**

6. **Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.**

7. **Consider Amendment #10 to a lease agreement with Belton Christian Youth Center.**

8. **Consider authorizing the purchase of a fire truck with associated equipment for fighting brush fires as provided for in the Capital Equipment Replacement Fund.**
9. **Conduct review of Tax Increment Reinvestment Zone (TIRZ) Annual Report for 2020.**
10. **Consider authorizing the City Manager to enter into a professional services agreement with KPA Engineers for Construction Administration Services related to the Loop 121 Utility Relocations Project.**

Mayor Carpenter announced that Item #7 would be pulled to allow Councilmember Bucher the opportunity to abstain from voting as he is the President of the Board of Directors for BCYC.

Upon a motion by Mayor Pro Tem Kirkley, and a second by Councilmember Holmes, Consent Agenda items 3-6 and 8-10, including the following captioned resolutions, were unanimously approved upon a vote of 6-0.

RESOLUTION NO. 2021-10-R

A RESOLUTION CALLING AND ORDERING A GENERAL ELECTION TO BE HELD ON MAY 1, 2021, AND ESTABLISHING PROCEDURES THEREOF

RESOLUCIÓN NO. 2021-10-R

RESOLUCIÓN CONVOCANDO ELECCIONES GENERALES A REALIZARSE EL 1 DE MAYO DEL 2021 Y LOS PROCESOS A CUMPLIRSE

RESOLUTION 2021-11-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, NOMINATING A CANDIDATE FOR ELECTION TO THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS WATER SUPPLY CORPORATION

Upon a motion by Mayor Pro Tem Kirkley, and a second by Councilmember Leigh, Consent Agenda item #7 was approved upon a vote of 5-0-1 with Councilmember Bucher abstaining.

Regular Agenda

11. **Presentation of the Police Department's Annual Report including the Annual Racial Profiling Report.** *(Audio 12:33)*

There was no action required by the Council on this item.

12. **Consider an ordinance prescribing the classifications for police officer and firefighter positions and the number of positions in each classification.** *(Audio 30:23)*

Upon a motion for approval by Councilmember Leigh, and a second by Councilmember Pearson, Item #12, including the following captioned ordinance, was unanimously approved upon a vote of 6-0.

ORDINANCE NO. 2021-02

AN ORDINANCE PRESCRIBING THE CLASSIFICATIONS FOR POLICE OFFICER AND FIREFIGHTER POSITIONS AND THE MAXIMUM NUMBER OF POSITIONS IN EACH CLASSIFICATION.

13. **Receive a report on the Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2020.** *(Audio 55:08)*

Director of Finance Mike Rodgers provided 2020 Financial Highlights as shown in Exhibit "A". Kristy Davis of JBRT presented the auditor's opinion on the City's CAFR for FY2020, as shown in Exhibit "B." There was no action required by the Council on this item.

Executive Session (The City Council will recess and reconvene in the Kinchion Room for the following item.) *(Audio 1:18:04)*

At 6:50 p.m., the Mayor announced the Council would move to the Kinchion Room and go into Executive Session for the following item:

14. **Executive Session pursuant to the provision of the Open Meetings Law, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.074, Personnel - conduct an evaluation of the City Manager's performance.**

The Mayor reopened the meeting at 8:14 p.m., and there being no further business, the meeting was adjourned.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

FINANCIAL HIGHLIGHTS FISCAL YEAR 2020

Presented to City Council
February 9, 2021



CITY RECEIVES A “CLEAN” AUDIT

- Jaynes Reitmeier Boyd & Therrell, P.C. has issued an unmodified or “clean” audit opinion
- Financial statements present fairly, in all material respects, the financial position of the City as of September 30, 2020.

CITY OF BELTON FINANCIAL POSITION

- Total net position / fund balance increased by \$9,903,414 over the previous year due to grants and contributions from third parties

Beginning net position	\$78,591,936
FY 2020 net income	<u>9,903,414</u>
Ending net position	<u>\$88,495,350</u>

CITY OF BELTON FINANCIAL POSITION

- Total net position / fund balance is divided into three categories

Invested in capital assets	\$67,221,994
Restricted net position	3,527,740
Unrestricted net position	<u>17,745,616</u>
Total net position	<u>\$88,495,350</u>

GENERAL FUND HIGHLIGHTS

- The General Fund reported net income of \$2,158,984
 - CARES Act provided funding of \$925,000 for public safety
 - Property and sales tax revenue increased by \$1,156,000 over the previous year
- Unassigned fund balance grew to \$7,128,597 or 47.7% of budgeted expenditures

DEBT SERVICE FUND

- Principal and interest on tax-supported debt totaled \$1,179,591 for the year
- General Obligation Refunding Bonds, Series 2019, were issued during the year to refinance the Certificates of Obligation, Series 2013
- Restricted fund balance fell by \$205,643 to \$30,511 at September 30, 2020

WATER & SEWER FUND

- The combined water and sewer-related funds reported net income of \$4,117,261 due primarily to contributions of water and sewer infrastructure totaling \$3,453,455
- Operating revenue grew by \$534,808 from the prior year due to greater consumption from an expanding customer base
- Operating expenses increased by \$541,490 as a result of higher costs for water production and sewer treatment

DRAINAGE FUND

- Drainage Fund revenue rose by \$24,824 to \$517,462 as the customer count continues to increase
- Operating expenses remained essentially flat at \$513,209
- Capital contributions of \$1,170,577 pushed net income to \$1,173,029 for the year

OTHER NONMAJOR GOVERNMENTAL FUNDS

- The nonmajor government funds includes several special revenue and capital project funds
- The Hotel/Motel Fund generated net income of \$55,259, increasing fund balance to \$341,218
- Fund balance in the TIRZ Fund fell by \$10,829 to \$294,013
- The TIRZ Capital Projects Fund reserves grew by \$532,026 to \$2,199,282 as contributions exceeded expenditures

BELTON ECONOMIC DEVELOPMENT CORP

- The total net position of BEDC, a component unit of the City of Belton, increased by \$1,647,852 to \$13,618,483
- Net position / fund balance is comprised of two parts
 - Invested in capital assets \$ 3,695,992
 - Unrestricted net position 9,922,491
 - Total net position \$13,618,483

QUESTIONS?

JAYNES, REITMEIER, BOYD & THERRELL, P.C.



EXHIBIT "B"

Certified Public
Accountants

City of Belton, Texas

Report to City Council
February 9, 2021



Audit Scope and Results

The financial statements are the responsibility of management.

Our responsibility is to conduct an audit of those financial statements in accordance with generally accepted auditing standards, and express opinions on those financial statements based on our audit.

Plan and perform audit to provide reasonable assurance that financial statements are free of material misstatement. Procedures selected depend on the auditor's judgment, and include:

- Obtaining and examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements
- Assessing accounting principles used and reasonableness of estimates made by management
- Evaluating the overall financial statement presentation

Significant Accounting Estimates

- Valuation allowances for accounts receivable
- Carrying amounts of capital assets
- Net pension and OPEB liabilities and related outflows and inflows

No material adjustments detected as a result of audit procedures.

Audit Scope and Results

As a result of our audit procedures, in our opinion, . . .

. . . the financial statements do present fairly, in all material respects, the financial position at September 30, 2020, and the changes in financial position and cash flows for the year then ended . . .

Compliance and Internal Control

Compliance with laws and regulations is the responsibility of management.

We conducted audit procedures over the City's compliance with the Public Funds Investment Act and state competitive bidding requirements and found no instances of noncompliance.

Our responsibility is also to conduct an audit in accordance with Uniform Guidance to provide reasonable assurance about whether noncompliance that could have a material effect on a federal program occurred.

As a result of our audit procedures, in our opinion, . . .

. . . . the City complied, in all material respects, with the requirements . . . that are applicable to its major federal program (Coronavirus Relief Fund) for the year ended September 30, 2020 . . .

Compliance and Internal Control

Considered internal controls to design audit procedures, but not to express opinion on the effectiveness of controls.

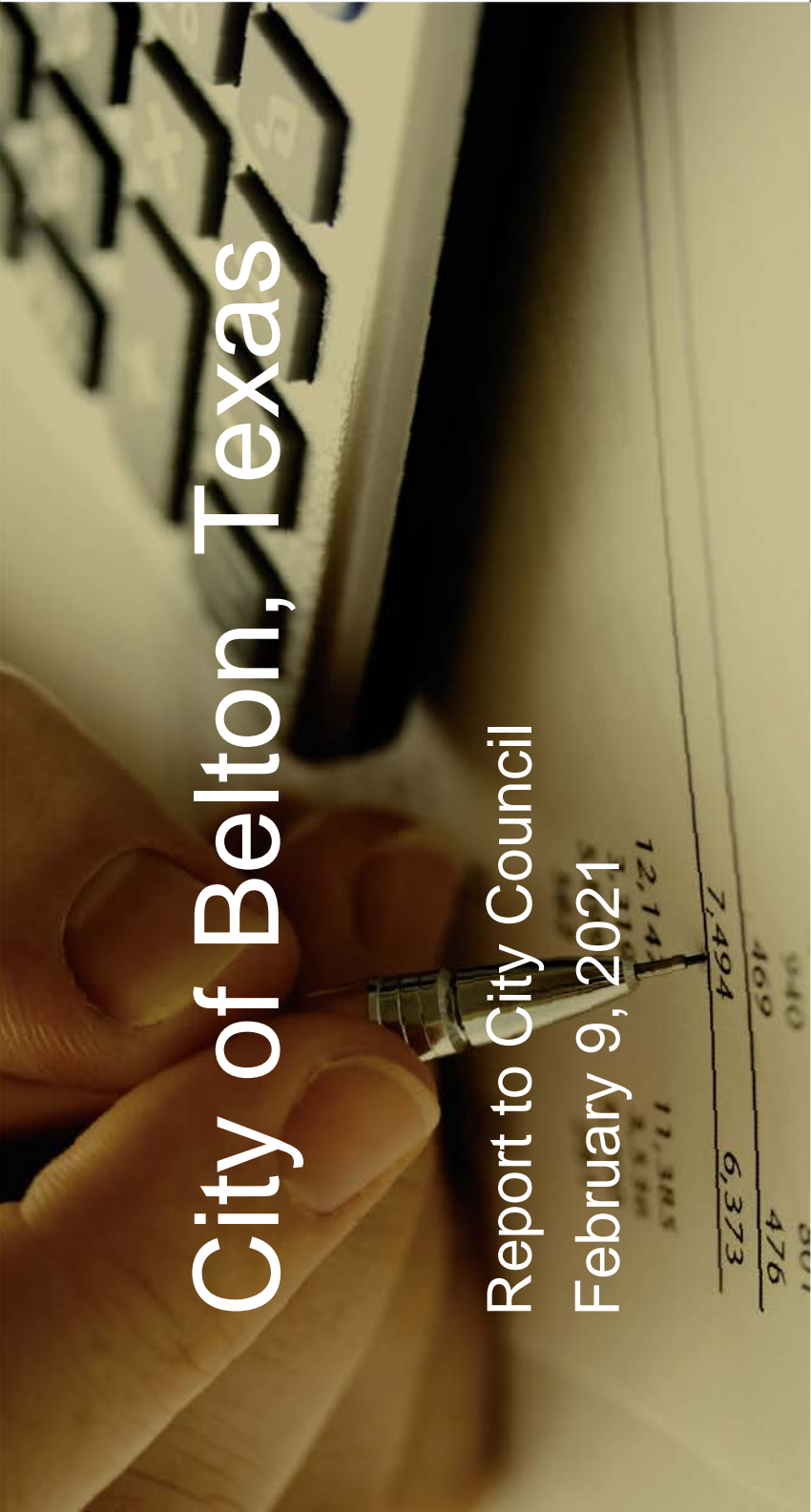
No material weaknesses or significant deficiencies identified.

JAYNES, REITMEIER, BOYD & THERRELL, P.C.



City of Belton, Texas

Report to City Council
February 9, 2021



Certified Public
Accountants



Staff Report – City Council Agenda Item

Agenda Item #5

Consider an ordinance declaring unopposed candidates elected to office and canceling the May 1, 2021, General City Election.

Originating Department

Administration – Amy M. Casey, City Clerk

Background

Under the provisions of State law, cities can avoid the expense of conducting an election when all candidates are unopposed. I have attached a certification attesting to such, and it would be appropriate for Council to adopt the ordinance declaring each unopposed candidates elected to office and canceling the election previously ordered for May 1, 2021. The oaths of office will be administered to Mayor Pro Tem Dan Kirkley, and Councilmembers David K. Leigh, Craig Pearson and John R. Holmes, Sr., at the regular Council meeting on Tuesday, May 11, 2021.

Fiscal Impact

Annually budgeted item. If not spent, this funding will roll back into General Fund fund balance or be used for other departmental purposes. FY2021 Budgeted Amount: \$8,000.

Recommendation

Recommend approval of the attached ordinance canceling the election.

Attachments

Certification of Unopposed Candidates
Ordinance

CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACIÓN DE CANDIDATOS ÚNICOS

To: Mayor Carpenter and City Councilmembers

Al: Alcade Carpenter y miembros del Consejo Municipal

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 1, 2021.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 1 de mayo 2021.

Offices and names of candidates:

Cargos y nombres de los candidatos:

Office(s) Cargo(s)

Candidate(s) Candidato(s)

Councilmembers: *Miembros del Consejo Municipal:*

Place 1 – John R. Holmes, Sr.

Place 2 – Dan Kirkley

Place 3 – Craig Pearson

Place 4 – David K. Leigh

Amy M. Casey

Amy M. Casey, City Clerk (*Firma de Secretario de Municipal*)

City of Belton (*Ciudad de Belton*)

February 23, 2021

Date of signing (*Fecha de firma*)



ORDINANCE NO. 2021-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 1, 2021, GENERAL CITY ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's general election was called for May 1, 2021, for the purpose of electing a four members to the City Council; and

WHEREAS, the City Clerk has certified in writing that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election.

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

SECTION 1. The following candidates, who are unopposed in the May 1, 2021, general City election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

<u>Candidate</u>	<u>Office Sought</u>
John R. Holmes, Sr.	City Councilmember, Place 1 (2-year term)
Dan Kirkley	City Councilmember, Place 2 (2-year term)
Craig Pearson	City Councilmember, Place 3 (3-year term)
David K. Leigh	City Councilmember, Place 4 (3-year term)

SECTION 2. The May 1, 2021, general City election is canceled, and the City Clerk is directed to cause a copy of this ordinance to be posted on Election Day at each polling place that would have been used in the election.

SECTION 3. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance, are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

SECTION 4. This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED AND APPROVED this the 9th day of March, 2021.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

ORDENANZA NÚMERO 2021-03

UNA ORDENANZA DEL AYUNTAMIENTO DE LA CIUDAD DE BELTON, TEXAS, DECLARANDO QUE CANDIDATOS SIN OPOSICIÓN EN LA ELECCIÓN GENERAL DE LA CIUDAD DEL MAYO 1, 2021, SEAN ELEGIDOS AL CARGO; CANCELANDO LA ELECCIÓN; PROVEYENDO UNA CLAUSURA DE DIVISIBILIDAD; Y PROVEYENDO UNA FECHA DE VIGENCIA.

MIENTRAS QUE, la elección general de la Cuidad fue llamada para Mayo 1, 2021, con el propósito de elegir a un alcalde y dos miembros al ayuntamiento; y

MIENTRAS QUE, el Secretaria de la Cuidad ha declarado por escrito que ninguna persona ha hecho una declaración de candidatura al escribir en, y que cada candidato en la votación esta sin oposición para la elección al cargo; y

MIENTRAS QUE, bajo estas circunstancias, Subcapítulo C, Capítulo 2, Código de Elección, autoriza al ayuntamiento para que declare los candidatos elegidos al cargo y se cancele la elección.

AHORA POR CONSIGUIENTE, SEA ORDENADO POR EL AYUNTAMIENTO DE LA CUIDAD DE BELTON, TEXAS, QUE:

SECCIÓN 1. Los candidatos siguientes, sin oposición en la elección general de Mayo 1, 2021, son declarados elegidos al cargo, y serán proveídos un certificado de elección siguiendo el tiempo que la elección se hubiese haber solicitado votos:

<u>Candidato</u>	<u>Posición Buscado</u>
John R. Holmes, Sr.	Miembro del Ayuntamiento, Lugar 1 (Plazo de 2 años)
Dan Kirkley	Miembro del Ayuntamiento, Lugar 2 (Plazo de 2 años)
Craig Pearson	Miembro del Ayuntamiento, Lugar 3 (Plazo de 3 años)
David K. Leigh	Miembro del Ayuntamiento, Lugar 4 (Plazo de 3 años)

SECCIÓN 2. La elección general de la Cuidad de Mayo 1, 2021, esta cancelada, y el Secretaria de la Cuidad es dirigido a causar una copia de esta ordenanza que sea publicada en el Día de Elección en cada puesto de votación que se hubiese usado el la elección.

SECCIÓN 3. Es declarado que sea el intento del ayuntamiento que las frases, clausulas, oraciones, párrafos, y secciones de esta ordenanza, sean divisibles, y si alguna frase, clausula, oración, párrafo, o sección de esta ordenanza es declarada invalidad por el juicio o orden de una corte de jurisdicción competente, su invalidad no afectará ninguna de las

SECCIÓN 4. Esta ordenanza tomará efecto siguiendo su aprobación final, y como tal es ordenado.

PASADO Y APPROVADO en este 9º día de Marzo, 2021.

Wayne Carpenter, Alcade

Atestar:

Amy M. Casey, Secretaria de la Cuidad



Staff Report – City Council Agenda Item

Agenda Item #6

Consider an appointment to the Central Texas Council of Governments Solid Waste Board.

Originating Department

Administration – Amy M. Casey, City Clerk

Background

Jeremy Allamon, Assistant Director of Public Works Director, is currently serving as the City's representative on the CTCOG Solid Waste Board and has resigned. The Director of Public Works has recently promoted Marcie Seele to Public Works Programs Manager and wants her to replace Mr. Allamon on this board.

Fiscal Impact: None

Recommendation: Recommend approval of the appointment.

Attachments: None



Staff Report – City Council Agenda Item

Agenda Item #7

Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.

Originating Department

Administration – Amy M. Casey, City Clerk

Background

Jeremy Allamon, Assistant Director of Public Works, is currently serving as the City's representative on the Central Texas Water Supply Corporation Board of Directors. With his recent resignation, the City needs to appoint a replacement nominee. The Director of Public Works is recommending Interim Assistant Director of Public Works, Scott Hodde, be nominated for this board.

Fiscal Impact: None

Recommendation: Recommend approval of the appointment.

Attachments

Resolution

Timeline

Conflict of Interest Statement

RESOLUTION 2021-12-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, NOMINATING A CANDIDATE FOR ELECTION TO THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS WATER SUPPLY CORPORATION.

WHEREAS, the City of Belton is a Regular Member of the Central Texas Water Supply Corporation as a direct result of entering into a water sales and purchase contract with the Central Texas Water Supply Corporation; and

WHEREAS, the By-Laws of the Central Texas Water Supply Corporation stipulate that, at the Annual Meeting of the members, each Regular Member shall be entitled to nominate an individual to serve on the Board of Directors of Central Texas Water Supply Corporation, provided that the nominee is not in violation of the Central Texas Water Supply Corporation Conflict of Interest Policy; and

WHEREAS, the City of Belton has determined that it would be in its best interest to have such a voting member on the Central Texas Water Supply Corporation Board of Directors and does desire to have such a Board Member elected at the April 27, 2021, meeting by the members of Central Texas Water Supply Corporation.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, that Scott Hodde be and is hereby nominated for election to the Board of Directors of Central Texas Water Supply Corporation at the April 27, 2021, meeting of the members of Central Texas Water Supply Corporation.

PASSED AND APPROVED ON THIS THE 9th DAY OF FEBRUARY, 2021.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

TIME LINE FOR EVENTS LEADING UP TO ANNUAL MEETING
April 27, 2021

120 DAYS PRIOR

President of the Board verifies that there are three (3) directors appointed to the standing Credentials Committee. The Secretary of the Board will be the Chairperson of the Credentials Committee.

90 DAYS PRIOR
January 27, 2021

Voting procedure changes, as needed are submitted by the Credentials Committee as an agenda item for the board to consider at the next Monthly Meeting.

90 DAYS PRIOR
January 27, 2021

Resolution forms and Conflict of Interest Policy are mailed to membership by the Corporation Office.

30 DAYS PRIOR
March 28, 2021

Resolution forms are due in Corporation Office by **membership**.

15 – 25 DAY PRIOR
April 12, 2021

Membership and Board of Directors Annual Meeting packets are mailed by the Corporation Office.

10 – 15 DAYS PRIOR
April 12, 2021

Credentials Committee meets to verify the Resolutions submitted by the membership.

DAY OF ANNUAL MEETING
April 27, 2021

30 minutes prior to the Annual Meeting, Credentials Committee meets to resolve any issues pertaining to the resolutions submitted by the membership.

CENTRAL TEXAS WATER SUPPLY CORPORATION

CONFLICT-OF-INTEREST POLICY

March 20, 2018

PART 1. CONFLICT OF INTEREST DEFINED:

1. Members of the CTWSC Board of Directors shall be elected by a member entity of the corporation. They shall be eligible to serve unless:
 - A. He or she is representing more than one regular member as a Director.
 - B. He or she is a developer of property within the service area of the corporation.
 - C. He or she is an employee of any developer of property within the service area of the corporation.
 - D. He or she is an employee of any director, manager, engineer, or attorney for the corporation.
 - E. He or she is serving as a consultant, engineer, attorney, manager, or in any other professional capacity for the corporation or for a developer of property within the service area of the corporation.
 - F. He or she is a party to a contract with the corporation, except a contract for the purchase of water/sewer services furnished by the corporation to the corporation's members generally, or
 - G. He or she is a part of a contract with any developer of property within the service area of the corporation, other than conveying real property within the service area of the corporation for the purpose of establishing a residence or establishing a commercial business within the service area of the corporation.
 - H. He or she is a member of the immediate family of any director of the corporation or of any other person serving in a managerial capacity, as attorney, accountant, or an engineer on behalf of the corporation, or if he or she serves as a director or as an officer for any bank or financial institution retained as a depository for the funds of the corporation, or any bank or entity which holds any indebtedness of the corporation.

2. A Responsible Person is disqualified from employment by the corporation if he or she is a member of the immediate family of any director of the corporation or any other person employed by the corporation or managerial capacity on behalf of the corporation.
3. Any Responsible Person of the corporation shall engage in any transaction as a representative or agent of the corporation with any business entity in which they, their immediate family, or any business partners have a direct or indirect financial interest that might conflict with the proper discharge of their duties or responsibilities.
4. No Responsible Person of the corporation shall be entitled to any compensation for or in consideration of the execution of his duties as such officer or director, provided, however that the actual, reasonable expenses of any officer or director incurred on the business of the corporation may, with approval of the board of directors, be paid to them.
5. No Responsible Person of the corporation shall:
 - A. Solicit or accept or agree to accept a financial and/or material benefit, that might reasonably tend to influence his or her performance of duties for the corporation or that he or she knows or should know is offered with the intent to influence the officer's or director's performance of his or her duties.
 - B. Accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties.
 - C. Accept outside employment or compensation that might reasonably be expected to create a substantial conflict between the officer's and director's private interest and duties of the corporation; or
 - D. Solicit or accept or agree a financial benefit from another person in exchange for having performed duties as an officer or director of the corporation in favor of the person.
6. The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the corporation, provided, however, that the board of directors may reject any donation made upon a condition or restriction if in the discretion of the board of directors the acceptance of the donation as so conditioned or restricted will not be in the best interest of the corporation.
7. The removal of any director of the corporation because of disqualification under this policy shall not affect the validity of directors during the time of service by that director, even though the director may have been acting under the disqualification at the time of such service.
8. If at any time any officer or director is required to vote in his or her capacity as a director on an issue which may create a conflict of interest, which may be deemed a conflict of interest by the board, or which may be interpreted by the members as a conflict of interest, the officer or director shall abstain from voting, as a matter of record, on that issue.

9. The policy provisions do not apply to contract for personal or professional services or for a utility service operator.

PART 2. DEFINITIONS:

1. A “Conflict of Interest” is any circumstance described in Part 1 of this Policy.
2. A “Responsible Person” is any person serving as an officer, director, employee, or member of the Board of Directors of Central Texas Water Supply Corporation.
3. A “Family Member” is a spouse, domestic partner, sibling, parent, grandparent, or grandchild or a Responsible Person. This includes stepparents, stepchildren, step-siblings, and adoptive relationships.
4. A “Material Financial Interest” in an entity is a financial interest of any kind, which, in view of all of the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person’s or Family Member’s judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
5. A “developer” is any person who is an owner, shareholder, director, officer, partner or employee of a business entity engaged in the business of selling or leasing, or offering to sell or lease, or advertising for sale or lease, any lots in a subdivision.
6. A “Contract or Transaction” is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by Central Texas Water Supply Corporation. The making of a gift to Central Texas Water Supply Corporation is not a Contract or Transaction.



Staff Report – City Council Agenda Item

Agenda Item #8

Receive a report on the annual review of the City's Ethics Ordinance, No. 2018-03, by the Ethics Commission.

Originating Department

Administration – Amy M. Casey, City Clerk

Summary Information

The Belton Ethics Commission met on February 8, 2021, to satisfy the Ethics Ordinance requirement for an Annual Review. Following approval of minutes, and review of the Ethics Ordinance timeline, no changes to the Ethics Ordinance were proposed.

Fiscal Impact

N/A

Recommendation

Receive Ethics Commission recommendation for no change to the ordinance.

Attachments

[Annual Meeting Minutes](#)
[Current Ethics Ordinance \(2018-03\)](#)
[Ethics Ordinance Timeline](#)

ETHICS COMMISSION MEETING
February 8, 2021 – 4:00 P.M.

The Belton Ethics Commission met at Belton City Hall with the following members present: Chair Larry Pointer and Commissioners Craig Hammonds, Mark Fitzwater, Mike Miller, Nick Rabroker (Zoom), Bert Peebles (Zoom), and Tyson McLaughlin. Also present were Mayor Wayne Carpenter, City Manager Sam Listi, Assistant City Manager/Chief of Police Gene Ellis, City Clerk Amy Casey, and Public Information Officer Paul Romer.

1. Call to order. Chair Larry Pointer called the meeting to order at 4:05 p.m.
2. Public Comments. There were none.
3. Administer Oath of Office to Tyson McLaughlin.

City Clerk Amy Casey administered the oath of office to Tyson McLaughlin who is representing Councilmember Daniel Bucher on the Ethics Commission.

4. Consider minutes of February 3, 2020, meeting.

Commissioner Fitzwater made a motion to approve the minutes as presented. The motion was seconded by Commissioner Hammonds which carried unanimously.

5. Conduct annual review of Ethics Ordinance.

City Manager Sam Listi discussed the history of the Ethics Commission and the Ethics Ordinance. He recommended no changes. Commissioner Miller made a motion that no changes to the Ethics Ordinance be recommended to the City Council. Commissioner Hammonds seconded the motion which carried unanimously.

6. Other business.

Mayor Carpenter thanked the Commission Members for their service. There was no other business.

7. Adjourn.

There being no other business, Chair Pointer adjourned the meeting at 4:10 p.m.

Larry Pointer, Chair

Attest:

Amy M. Casey, City Clerk

ORDINANCE NO. 2018-03

AN ORDINANCE AMENDING ORDINANCE NO. 2015-11 OF THE CITY OF BELTON, TEXAS; PROVIDING AN ETHICS ORDINANCE FOR THE CITY; PROVIDING A POLICY STATEMENT; DEFINING CERTAIN TERMS; PROVIDING FOR STANDARDS OF CONDUCT; PROVIDING FOR DISCLOSURE OF INTEREST; PROVIDING FOR FINANCIAL DISCLOSURE; PROVIDING FOR DISPOSITION OF ALLEGED VIOLATIONS; PROVIDING FOR EFFECTIVE DATES; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, the conduct of the public business should be accomplished by persons, employees and officers of the City of Belton free of any personal financial interests that are different from the interests of the general public;

WHEREAS, it is important to the employees and officers of the City that they be provided with a process and procedure to provide notice and to refrain from participation in any business of the City in which such employee or officer has a personal financial interest that is different from that of the general public; and

WHEREAS, a reasonable ethics ordinance and disclosure requirements will provide a basis for continuing public confidence in the conduct of the business and affairs of the City;

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

SECTION 1. Standards of Conduct and Financial Disclosure for City Officials.

A. Policy. It is the policy of the City that the proper operation of democratic government requires that city officials be independent, impartial and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for all city officials is adopted.

This code has four purposes: (1) to encourage high ethical standards in official conduct by city officials; (2) to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the City; (3) to require disclosure by such officials, candidates, and employees of private financial or other interests in matters affecting the City in accordance with state law; and (4) to serve as a basis for disciplining those who fail to abide by its terms.

The provisions of this Section shall not apply to political contributions, loans, expenditures, reports or regulation of political campaigns, or the conduct of candidates in such campaigns, except as expressly provided herein.

B. Definitions. The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this Ordinance. The word "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association.

1. "Appears Before". A person appears before the City Council or commission when such person publicly states his name and address, signs a sheet provided at the podium for that purpose, and addresses the Council or commission.
2. "Business Entity". Any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, or any legal entity organized for profit.
3. "Business Dealings". Any activity involving the exchange of economic benefits.
4. "Candidate". Every person who declares for or files for any office of the City to be filled by election.
5. "City Official". Employees, board and commission members and City Councilmembers of the City, to include candidates for City Council, and any other appointed person.
6. "Commission". The Ethics Commission of the City of Belton.
7. "Compensation". Any economic benefit received in return for labor, services, property, or investment.
8. "Economic Benefit". Any money, real or personal property, purchase, sale, lease, contract, option, credit, loan, discount, service, or other tangible or intangible thing of value, whether similar or dissimilar to those enumerated.
9. "Employee". Any person employed by the City whether under civil service regulations or not, including those individuals on a part-time basis, but such term shall not be extended to apply to any independent contractor.
10. "Family Member". A person related to another person within the first degree by consanguinity or affinity, as defined by Texas State law.
11. "Gift". A favor, hospitality, or economic benefit other than compensation but which does not include campaign contributions reported as required by state law, gifts received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or

testamentary trust established by a spouse or ancestor.

12. "Identification". For a natural person, the person's name, street address, city and state; for any entity other than a natural person, the name, address, city and state of the entity's principal location or place of business, the type or nature of the entity, the date on which it came into existence, the state of incorporation, if any, the names of the partners or trustees, if any.
13. "Income". Economic benefit received.
14. "Intentionally". A person acts intentionally, or with intent, with respect to the nature of his conduct or to a result of his conduct when it is his conscious objective or desire to engage in the conduct or cause the result.
15. "Knowingly". A person acts knowingly, or with knowledge, with respect to the nature of his conduct or to circumstances surrounding his conduct when he is aware of the nature of his conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his conduct when he is aware that his conduct is reasonably certain to cause the result.
16. "Source of Income". Any business entity, employment, investment, or activity which earned or produced income, including interest, dividends, royalties or rents, which has been paid to or for the credit of a city official, candidate or family member or which would be taxable to said city official, candidate or family member under the United States Internal Revenue Code, as amended, even though not actually paid or credited.
17. "Substantial Interest". A person has a substantial interest in real property or a business entity if he and/or a family member owns a ten percent (10%) or more interest in the aggregate of said real property or business entity.

C. Standards of Conduct.

1. Gifts.

No city official shall intentionally or knowingly solicit or accept any contribution, gift, or economic benefit with actual or constructive knowledge that same is:

- a. offered or given with intent to influence the judgment or discretion of such employee or official; or
- b. given in consideration of the favorable exercise of such employee or official's judgment or discretion in the past.

2. General Provisions.

- a. No city official shall intentionally or knowingly disclose any confidential

information gained by reason of said official or employee's position concerning the property, operations, policies or affairs of the City, or use such confidential information for the pecuniary gain of said official, employee, or others.

- b. No city official shall intentionally or knowingly use one's official position or City owned facilities, equipment, or supplies for the pecuniary gain or advantage of said official, employee, or others for personal reasons, for pecuniary gain or advantage, or in any political campaign.
- c. No city official shall intentionally or knowingly appear before the body of which the official is a member while representing himself, or any other person, group, association, interest, or business entity.
- d. No city official shall intentionally or knowingly represent directly or indirectly any private person, group, or interest other than himself or a family member before any department, agency, commission or board of the City for pay or profit.
- e. No city official shall vote on or participate in any decision making process if the official has a direct financial interest in the outcome of the matter under consideration. No city official shall vote on or participate in any decision making process on any matter concerning real property or a business entity if the official has a substantial interest in the business entity or real property. No city official shall vote on or participate in any decision making process on any matter concerning a business entity with which he or a business entity in which he has a substantial interest has had business dealings involving one or more transactions of five hundred dollars (\$500.00) or more each, for a total of twenty-five hundred dollars (\$2,500) or more, within the immediately preceding twelve (12) month period.
- f. No city official shall intentionally or knowingly accept other employment or engage in outside activities incompatible with the full and proper discharge of official duties and responsibilities, or which would tend to impair independent judgment in the performance of said official duties.
- g. None of the foregoing shall be construed to prohibit a city official from representing his interest in his owner-occupied homestead before the council, board, commission or any department except for the body of which the official is a member, or the department by which the employee is employed.
- h. In any action or proceeding in the municipal court of the City which was instituted by a city official in the course of official duties, no city official shall knowingly represent anyone other than himself or a family member. If a council member elects to have a trial in municipal court, the City Council, without the participation of the affected council member, shall appoint a special judge to preside over the trial.

D. Disclosure of Interest.

1. If any city official has a substantial interest in any real property or business entity involved in any decision pending before the body of which the official is a member, the official shall not vote or otherwise participate in the consideration of the matter.
2. If any employee has a substantial interest in any real property or business entity involved in any decision pending before the department by which the employee is employed, the employee shall not participate in the consideration of the matter.
3. In the case of a city official, the official shall publicly disclose in writing, the nature and extent of such interest to the body on which the official serves prior to any discussion or determination of the matter to be considered or immediately upon discovery of the conflict of interest.
4. In the case of an employee, the employee shall disclose such information in writing to the employee's supervisor and to the City Clerk prior to any consideration of the matter. The City Clerk shall keep a file of employee statements of disclosure and said file shall be a public record of the City.

E. Conflict of Interest/Disclosure of Relationships.

All city officials subject to Chapters 171 and 176 of the Texas Local Government Code, as amended from time to time, (the "statutes") shall fully comply with said statutes and other applicable state regulations.

F. Disposition of Alleged Violations.

1. A sworn complaint based on personal knowledge alleging a violation(s) of this ordinance shall specify the provision(s) of this ordinance alleged to have been violated, and shall name the city official being charged. The complaint shall be made in the following form:

[see next page]

THE STATE OF TEXAS

COUNTY OF BELL

TO: THE ETHICS COMMISSION OF THE CITY OF BELTON, TEXAS:

COMES NOW _____ (Complainant), and makes this complaint, UPON HIS/HER PERSONAL KNOWLEDGE AND UNDER OATH against _____ (name of person complained against), and would show the Commission that: On or about the _____ day of _____, _____ (name of person complained against), a/an _____ (title, i.e. City Councilmember, employee, board member, etc.) of the City of Belton, violated the following provision(s) of the Ethics Ordinance, of the City of Belton, Texas, to wit: _____

(Specify by Section, Subsection and Paragraph number the provision(s) alleged violated)

by committing the following act, or omission, to-wit: _____

(Describe above, the action, or omission, alleged to violate each Code provision cited. You may attach additional pages if more space is required.)

SIGNED this the _____ day of _____, _____.

(Signature of Complainant)

SWORN TO AND SUBSCRIBED BEFORE ME, by
_____ this the _____ day of _____,
_____.

SEAL

Notary Public - State of Texas

Upon the aforesaid sworn complaint of any person being filed with the City Clerk's office, or on its own initiative, the Commission shall consider possible violations of this ordinance by city officials. A complaint shall not be deemed to be filed on the initiative of the Commission, save and except the complaint be signed and sworn to by two members of the Commission, after consultation with the legal counsel for the Commission. A complaint filed by an individual member of the Commission shall be deemed to have been filed in the Commission member's capacity as a private citizen, and in such event, the member of the Commission filing the complaint shall not thereafter participate in a Commission meeting at which such complaint is considered, save and except that the Commissioner filing the complaint may participate as a complainant at such meeting(s).

2. A complaint alleging a violation of this Ordinance must be filed with the City Clerk within two (2) years from the commission of the action alleged as a violation, and not afterward.
3. Not later than three (3) working days after the City Clerk receives a sworn complaint, the City Clerk shall acknowledge the receipt of the complaint to the complainant, and provide a copy of the complaint to the City Attorney, the independent counsel, the Commission and the person complained against. Not later than ten (10) working days after receipt of a complaint, the Commission shall notify in writing the person who made the complaint and the person complained against of a date for a preliminary hearing. If the Commission does not hold a preliminary hearing within twenty (20) working days of receipt of the complaint, it shall notify the person who made the complaint of the reasons for the delay and shall subsequently give him the appropriate notification.
4. After a complaint has been filed and during the pendency of a complaint before the Commission, a member of the Commission may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the complaint, except at a meeting of the Commission; provided that the Chair, or as applicable the Vice-Chair, may consult with the attorney for the Commission as to process, procedure and legal issues.
5. As soon as reasonably possible, but in no event more than forty-five (45) days after receiving a complaint, the Commission shall conduct a preliminary hearing.
 - a. The issue at a preliminary hearing shall be the existence of reasonable grounds to believe that a violation of this Ordinance has occurred. The person filing a complaint, or the independent counsel in cases considered upon the Commission's own initiative, shall state the alleged violation and shall describe in narrative form the testimony and other evidence which would be presented to prove the alleged violation as stated in the written complaint. Statements at a preliminary hearing shall be under oath, but there shall be no cross-examination or requests for persons or evidence issued for the hearing. Members of the Commission may question the complainant, the independent

counsel for the Commission, or the city official named in the complaint.

- b. The city official named in the complaint shall have the opportunity to respond, but is not required to attend or make any statement. The official or employee may describe in narrative form the testimony and other evidence which would be presented to disprove the alleged violation. If the official or employee agrees that a violation has occurred, he may so state and the Commission may consider the appropriate sanction.
 - c. The complainant and the city official named in the complaint shall have the right of representation by counsel.
 - d. At the conclusion of the preliminary hearing, the Commission shall decide whether a final hearing should be held. If the Commission determines that there are reasonable grounds to believe that a violation of this Ordinance has occurred, it shall schedule a final hearing. If the Commission does not determine that there are reasonable grounds to believe that a violation of this Ordinance has occurred, the complaint shall be automatically dismissed. A decision to conduct a final hearing is not a finding that a violation has occurred.
 - e. The Commission, at any time during the preliminary hearing, may also dismiss a complaint if the complaint does not allege conduct which would be a violation of this Ordinance. Before a complaint is dismissed for failure to allege a violation, the complainant shall be permitted one opportunity, within ten (10) days of such preliminary hearing, to revise and resubmit the complaint.
 - f. The complainant, the independent counsel, and the city official named in the complaint may ask the Commission at a preliminary hearing to request certain persons and evidence for a final hearing, if one is scheduled.
6. Final Hearing.
- a. The final hearing shall be held as expeditiously as possible following the determination by the Commission that there are reasonable grounds to believe that a violation of this Ordinance has occurred, but in no event shall it be held more than thirty (30) days after said determination. The Commission may grant two (2) postponements, not to exceed fifteen (15) days each, upon the request of the city official named in the complaint.
 - b. The issue at a final hearing shall be whether a violation of this Ordinance has occurred. The Commission shall make its determination based on clear and convincing evidence in the record. All witnesses shall make their statements under oath. If the Commission determines that a violation has occurred, it shall state its findings in writing, shall identify the particular provision(s) of this Ordinance which have been violated, and within five (5) working days shall

deliver a copy of the findings to the complainant, if any, the person named in the complaint and the City Clerk.

- c. If a complaint proceeds to a final hearing, the Commission may request witnesses to attend and testify, administer oaths and affirmations, take evidence and request the production of books, papers, records, or other evidence needed for the performance of the Commission's duties or exercise of its powers, including its duties and powers of investigation.
7. Sanctions. If the Commission determines that a violation of this Ordinance has occurred, it shall proceed directly to determination of the appropriate sanction(s). A violation of this Ordinance shall not be subject to criminal penalties under city ordinances. The Commission may receive additional testimony or statements before considering sanctions, but is not required to do so. If the city official named in the complaint acted in reliance upon a written opinion of the City Attorney, the Commission shall consider that fact. If the Commission determines that a violation has occurred, it may impose or recommend the following sanctions:
- a. A letter of notification shall be the appropriate sanction when the violation is clearly unintentional, or when the official or employee's conduct complained of was made in reliance on a written opinion of the City Attorney. A letter of notification shall advise the official or employee to whom it is directed of any steps to be taken to avoid future violations. The Commission may direct a letter of notification to any official or employee covered by this Ordinance.
 - b. A letter of admonition shall be the appropriate sanction in those cases in which the Commission finds that the violation is minor and/or may have been unintentional, but calls for a more substantial response than a letter of notification. The Commission may admonish any official or employee covered by this Ordinance.
 - c. A reprimand shall be the appropriate sanction when the Commission finds that a violation has been committed intentionally or through disregard of this Ordinance. The Commission may reprimand any official covered by this Ordinance. A reprimand directed to a city official shall also be sent to the City Council. A reprimand directed to an employee shall be sent to the City Manager and included in said employee's personnel file; subject to state law (civil service). A letter of reprimand directed to an elected city official shall be transmitted to the City Clerk and published in the official newspaper of the City, and shall be sent to the City Council.
 - d. A recommendation of removal from employment or a recommendation of suspension from employment, as well as a recommendation for length of suspension, shall be the appropriate sanction when the Commission finds that a serious or repeated violation(s) of this Ordinance has been committed intentionally or through culpable disregard of this Ordinance by city employees.

A recommendation of suspension of a city employee shall be directed from the Commission to the City Manager. In such cases the final authority to carry out such recommendations to suspend from employment and the length of suspension shall be with the City Manager. A recommendation dealing with the City Manager shall be forwarded to the City Council for final disposition.

- e. A letter of censure shall be the appropriate sanction when the Commission finds that a serious or repeated violation(s) of this Ordinance has been committed intentionally or through culpable disregard of this Ordinance by an elected city official. A letter of censure directed to an elected city official shall be transmitted to the City Clerk, published in the official newspaper of the City and shall be sent to the City Council.

SECTION 2. Reservations and Exceptions. Notwithstanding any other term or provision of this Ordinance, this Ordinance: (a) is not applicable to the performance and behavior of officers, employees and public servants that does not violate a standard or provision set forth in this Ordinance; (b) does not waive the authority and discretion of the City Council to enforce higher standards for, or to supervise, provide oversight, appoint and remove, any officer, employee or public servant that is appointed by the City Council; and (c) does not transfer or limit the authority of the City Manager to act in his or her discretion to enforce higher standards for, or to supervise, provide oversight, appoint and remove, all officers, employees and public servants of the City that are not appointed and removed by the Council.

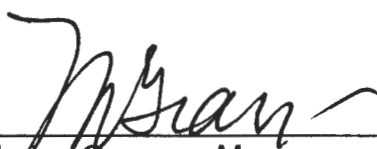
SECTION 3. Amendment of Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 4. Severability. 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.

SECTION 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code, and it is accordingly so ordained.

SECTION 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this the 13th day of February, 2018.



Marion Grayson, Mayor

ATTEST:



Amy M. Casey, City Clerk

ETHICS ORDINANCE TIMELINE

2004 – Charter Review Committee recommended an Ethics Commission as part of a new Charter

May 7, 2005 – Voters approved new Charter containing Ethics Commission

June 29, 2005 – Charter received approval by Department of Justice

Date	Ordinance #	Amending	Content
9/27/2005	2005-47	N/A	Structure and Purpose of Commission
4/25/2006	2006-14	2005-47	<ul style="list-style-type: none"> ▪ Number of Commissioners ▪ Quorum; takes 4 affirmative votes to make recommendation to Council ▪ Consent form for criminal background check ▪ Voting and abstention ▪ Vacancy in Chair or Vice Chair ▪ Annual review of Ethics Ordinance
4/25/2006	2006-15	N/A	Ethics Ordinance; providing standards of conduct; disclosure of interest; financial disclosure; disposition of alleged violations
3/27/2012	2012-12	2006-15	<ul style="list-style-type: none"> ▪ Changed the definition of Family Member to match the definition in the Texas Local Government Code; and ▪ Deleted the option to “verbally” provide for disclosure of interest, since a written disclosure statement is required by state law
2/10/2015	2015-11	2012-12	Corrected typographical error on page 7, F.3.; had “compliant” instead of “complaint”
2/8/2016	2015-11		Administratively corrected page 7, F.3. changing “complaintto” to “complaint to”
2/2/2017	2015-11		No changes recommended
2/1/2018	2018-03	2015-11	Corrected typographical error on page 3, B.14., removing the duplicated phrase “or to a result of his conduct” leaving only one.
2/4/2019	2018-03		No changes recommended [verify changes were made from prior year]
2/3/2020	2018-03		No changes recommended
2/8/2021	2018-03		No changes recommended

CITY MANAGER AGREEMENT

City of Belton, Texas
City Manager Agreement

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BELL §

This Agreement, superseding the Agreement entered into on February 11, 2020, by the following parties, is made and entered into on this 9th day of March, 2021, by and between the City of Belton, Texas, a municipal corporation, (hereinafter called "City") and Sam Anthony Listi, (hereinafter called "Manager").

WITNESSETH:

WHEREAS, the City Council of the City of Belton (the "Council") and the Manager believe that an employment agreement negotiated between the Council, on behalf of the City, and the Manager can be mutually beneficial to the City, the Manager, and the community they serve;

WHEREAS, when appropriately structured, the Council and the Manager believe an employment agreement can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council, on behalf of the City, desires to employ the services of the Manager, as the City Manager of the City ("City Manager"), pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Manager has agreed to accept employment as the City Manager, and to serve at the pleasure of the City Council, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

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Section 1: Term

This Agreement shall be indefinite and remain in full force in effect from the Effective Date, until terminated by the City or the Manager as provided in Section 9, 10 or 11 of this agreement.

Section 2: Duties and Authority

City agrees to employ Sam Anthony Listi as City Manager to perform the functions and duties specified in the Charter and Ordinances of the City of Belton, and to perform such other legally permissible and proper duties and functions as authorized and directed by the Council.

Section 3: Compensation

A. Base Salary: City agrees to pay Manager an annual base salary of \$173,825, payable in installments in accordance with the City's usual payroll schedule.

B. Consideration shall be given on an annual basis to an increase in compensation, and increases in compensation shall be dependent upon the results of a performance evaluation conducted pursuant to the provisions of Section 12 of this Agreement. Increased compensation may take the form of a salary increase and/or an increase in fringe benefits.

C. This Agreement shall be automatically amended to reflect any salary adjustments that are authorized by the Council.

Section 4: Health, Disability and Life Insurance Benefits

A. The City agrees to provide for medical insurance benefits for the Manager equal to that which is provided to all other employees of the City.

B. The City agrees to provide for life insurance benefits for the Manager equal to that which is provided to all other employees of the City.

C. The Manager may elect to submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician selected by the Manager, the cost of which shall be paid by the City.

D. The Manager is automatically entitled to any other standard benefits available to employees of the City as may now exist or be made available during the term of this Agreement.

Section 5: Vacation and Sick Leave

A. The Manager shall accrue vacation and sick leave in accordance with other non-civil service employees.

B. The Manager shall accrue five days of vacation leave per year in addition to the vacation leave provided by section 5A.

C. The Manager is entitled to accrue unused sick and vacation leave up to the maximum accruals set forth in the City's personnel policy.

D. Manager is automatically entitled to any other standard leave available to non-civil service employees of the City as may now exist or be made available during the term of this contract.

Section 6: Vehicle Allowance

The City agrees to pay to the Manager, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$7,500 per year as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a personal vehicle. The vehicle allowance shall be paid in equal payments on a monthly basis. The Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for gas, oil and all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The City shall reimburse the Manager at the established mileage rate for any business use of the vehicle beyond 140 round-trip miles.

Section 7: Retirement

A. The City agrees to maintain the Manager's enrollment in the Texas Municipal Retirement System (TMRS), and to make all the appropriate City contributions on the Manager's behalf.

B. In addition to the City's payment to the state retirement system referenced above, City agrees to execute all necessary agreements provided by the ICMA Retirement Corporation (ICMA-RC) deferred compensation plan for Manager's continued participation in said supplementary retirement plan and, in addition to the base salary paid by the City to Manager, City agrees to pay an amount equal to eight percent (8%) of Manager's base annual salary, in equal proportionate amounts each pay period.

C. Manager is automatically entitled to any other standard retirement benefits available to employees of the City as may now exist or be made available during the term of this contract.

Section 8: General Business Expenses

A. City agrees to pay for professional dues and subscriptions of the Manager necessary for full participation in national, regional, state and local associations and organizations necessary for the Manager's continued professional growth and advancement, and for the good of the City.

B. City agrees to pay for travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of Manager and to pursue necessary official functions for City, including but not limited to conferences hosted by ICMA, American Planning Association, and such other national, regional, state, and local governmental groups and committees in which Manager serves as a member.

C. City agrees to pay for tuition, registration fees, and travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development and for the good of the City.

D. City acknowledges the value of having Manager participate and be directly involved in local civic clubs and organizations. Accordingly, City agrees to pay for the reasonable membership fees and/or dues to enable the Manager to become an active member in local/regional civic clubs and organizations.

E. Technology: The City shall provide Manager with the use of a computer and a cell phone required for the Manager to perform the job and to maintain communication with the Council and City staff.

Section 9: Termination

For the purpose of this agreement, termination shall occur if:

A. A majority of the governing body votes to terminate the Manager at a duly authorized public meeting.

B. The Manager resigns following a request to resign made by representatives of the majority of the Council.

C. The City, citizens or state legislature acts to amend any provisions of the Charter of the City of Belton or Belton Codified Ordinances pertaining to the role, powers, duties, authority, or responsibilities of the Manager's position that substantially changes the form of government.

D. The City reduces the base salary, compensation or any other financial benefit of the Manager, unless it is applied in no greater percentage than the average reduction of all department heads.

E. Breach of contract is declared by either party with a 30-day cure period for either Manager or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 19.

Section 10: Severance

Severance shall be paid to the Manager when employment is terminated as defined in Section 9.

If the Manager is terminated, the City shall provide a minimum severance payment equal to twelve months' salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the City and the Manager.

The Manager shall also be compensated for accrued earned vacation time and all paid holidays.

For a period of three months following the date of termination, the City shall pay the costs to continue the following benefits:

1. Health insurance for the Manager as provided in Section 4A;
2. Life insurance as provided in Section 4B;
3. Car allowance as provided in Section 6;
4. Any other standard benefits available to employees of the City as provided in Section 4D.

If the Manager is terminated because of a conviction of a misdemeanor involving moral turpitude or personal gain or a felony, then the City is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Manager voluntarily resigns his position with the City, the Manager shall provide the City with not less than 30 days' advance written notice of his resignation, unless the parties agree otherwise.

Section 12: Performance Evaluation

City shall annually review the performance of the Manager following the conclusion of the City's fiscal year. The evaluation process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, (3) present a written summary of the evaluation results, and (4) conduct a goal setting session. The final written evaluation should be completed and delivered to the Manager within 30 days of the evaluation meeting.

Adjustments to the Manager's compensation package based on the results of the performance evaluation shall be effective on the first day of the fiscal year following the review period. Illustrated: Manager is reviewed by the Council on February 15, 20X2 for the fiscal year ended September 30, 20X1. Therefore, any adjustments to the Manager's compensation will be effective as of October 1, 20X1.

Section 13: Hours of Work

It is expected that the Manager will typically work during normal City Hall office hours. However, it is recognized that the Manager must devote a great deal of time outside those normal office hours on business for the City. Accordingly, and to that end,

Manager may establish his own work schedule, subject to reasonable direction by City. Manager is not eligible for overtime nor will be paid compensatory hours.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching, consulting or other business opportunities as long as such arrangements do not interfere with, or cause a conflict of interest with, Manager's responsibilities pursuant to this Agreement.

Section 15: Residency

Manager agrees to maintain his residence within the corporate boundaries of the City during his employment with the City.

Section 16: Indemnification

City shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and arising out of the course and scope of Manager's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Manager, unless the act or omission involved willful or wanton conduct. Legal representation, provided by City for Manager, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties and occurring within the course and scope of his employment. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

City agrees to pay Manager's reasonable litigation expenses, including travel expense, throughout the pendency of any litigation to which the Manager is a party or witness. Such expense payments shall continue beyond Manager's service to the City as long as the litigation is pending.

Section 17: Bonding

City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance, and professional liability insurance.

Section 18: Other Terms and Conditions of Employment

The City, upon agreement with Manager, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the City of Belton, or applicable law.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY:
City of Belton
PO Box 120, 333 Water Street
Belton, TX 76513

MANAGER:
Sam Anthony Listi
311 Oak Street
Belton, TX 76513

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the City and the Manager as well as his heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on October 1, 2018.

D. Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Adopted and approved by the Belton City Council on this 9th day of March, 2021.

CITY OF BELTON, TEXAS

ATTEST:

Wayne Carpenter, Mayor

Amy M. Casey, City Clerk

APPROVED AS TO FORM:

John Messer, City Attorney

AGREED AND ACCEPTED this 9th day of March, 2021

Sam Anthony Listi, City Manager

**Addendum to
CITY MANAGER AGREEMENT
between
The City of Belton, Texas
and
Sam Anthony Listi**

The City of Belton (hereinafter called "City") wishes to resolve the balance of vacation hours duly earned and accrued by Sam Anthony Listi (hereinafter called "Manager") which are in excess of the allowable carryover amount set forth in Section 322 of the City's Personnel Policy.

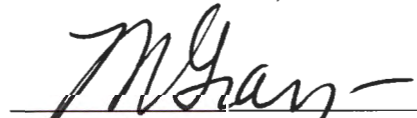
The Manager agrees to forgo all leave in excess of the allowable carryover amount by the Manager as of March 1, 2018. Further, the Manager agrees that carryover leave in excess of the amount set forth in the City's Personnel Policy will be allowable only with the consent of the City Council.

In exchange for the forgoing of the aforementioned leave, the City will compensate the Manager for the value of excess leave. The calculation of the compensation shall be based on the Manager's hourly rate as of March 1, 2018 multiplied by the vacation accrued in excess of the allowable carryover amount on that date. The City will deposit the calculated compensation into the Manager's ICMA Retirement Corporation account in equal amounts over seventy-two, biweekly payrolls, beginning with the first payroll following March 1, 2018.

Should the Employment Agreement between the City and the Manager end as a result of Termination or Resignation as defined by Sections 9 or 11 of the Manager's Employment Agreement executed February 27, 2018 or any successor employment agreement, prior to the payment of all compensation owed under this Addendum, any unpaid balance under this Addendum will be paid to the Manager within 30 days of the Manager's final date of employment with the City. Should the Manager become deceased prior to the payment of all compensation owed under this Addendum, any unpaid balance under this Addendum will be paid to the Manager's estate.

Adopted and approved by the Belton City Council on this 27th day of February, 2018.

CITY OF BELTON, TEXAS




Marion Grayson, Mayor

ATTEST:



Amy Casey, City Clerk

APPROVED AS TO FORM:



John Messer, City Attorney

AGREED AND ACCEPTED this 27th day of February 2018



Sam Anthony Listi, City Manager



Staff Report – City Council Agenda Item

Agenda Item #10

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

Originating Department

Director of Finance – Mike Rodgers

Summary Information

With the resignation of Susan Allamon, Assistant Director of Finance, we are recommending changes to the list of authorized check signers for the City, as well as TexStar, TexPool and LOGIC investment pools. The changes will be effective immediately.

Recommendation

Recommend approval of the resolutions granting the City Manager, the Director of Finance and designated deputy the authority to conduct financial transactions on behalf of the City of Belton.

Attachments

Proposed resolutions

RESOLUTION NO. 2021-13-R

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

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

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

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

Sam A. Listi, City Manager

William Michael Rodgers, Director of Finance

Amy M. Casey, City Clerk

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

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

Part 4: The individuals named herein shall have a bond of not less than One Hundred Thousand Dollars (\$100,000) each, in accordance with Section 4.04 of the City Charter.

Part 5: This Resolution shall take effect on March 9, 2021.

Part 6: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 9th day of March, 2021.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

**RESOLUTION CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL
GOVERNMENT INVESTMENT COOPERATIVE**

WHEREAS, City of Belton

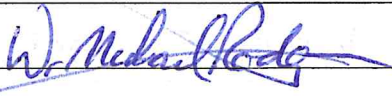
(the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution 2015-16-R (the "Resolution") has entered into that certain Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC");

WHEREAS, the Resolution designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdrawal money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

- | | | | |
|------------|---|--------|---------------------------------|
| 1. Name: | <u>Sam A Listi</u> | Title: | <u>City Manager</u> |
| Signature: | <u></u> | Phone: | <u>254.933.5818</u> |
| | | Email: | <u>slisti@beltontexas.gov</u> |
| 2. Name: | <u>William Michael Rodgers</u> | Title: | <u>Director of Finance</u> |
| Signature: |  | Phone: | <u>254.933.5808</u> |
| | | Email: | <u>mrodgers@beltontexas.gov</u> |
| 3. Name: | <u></u> | Title: | <u></u> |
| Signature: | <u></u> | Phone: | <u></u> |
| | | Email: | <u></u> |
| 4. Name: | <u></u> | Title: | <u></u> |
| Signature: | <u></u> | Phone: | <u></u> |
| | | Email: | <u></u> |



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

City of Belton

Participant Name*

77909

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Sam A. Listi City Manager

Name

Title

2549335818

Phone

2549335822

Fax

slisti@beltontexas.gov

Email

Signature

2. William M. Rodgers Director of Finance

Name

Title

2549335808

Phone

2549335859

Fax

mrodderse@beltontexas.gov

Email

Signature

3. Amy M. Casey City Clerk

Name

Title

2549335817

Phone

2549335822

Fax

ACasey@beltontexas.gov

Email

Signature



AMENDING RESOLUTION

WHEREAS, City of Belton

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Sam Listi Title: City Manager
Signature: _____ Phone: 254.933.5818
Email: slisti@beltontexas.gov

2. Name: William Michael Rodgers Title: Director of Finance
Signature: [Signature] Phone: 254.933.5808
Email: mrogers@beltontexas.gov

3. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

4. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: William Michael Rodgers

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: Amy Casey Title: City Clerk
Signature: _____ Phone: 254.933.5817
Email: acasey@beltontexas.gov

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED 03/09/2021

City of Belton

(NAME OF PARTICIPANT)

SIGNED BY: _____
(Signature of official)

Wayne Carpenter, Mayor

(Printed name and title)

ATTESTED BY: _____
(Signature of official)

Amy Casey, City Clerk

(Printed name and title)

FOR INTERNAL USE ONLY

APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....
AUTHORIZED SIGNER

REQUIRED

PLACE OFFICIAL SEAL OF ENTITY HERE



Staff Report – City Council Agenda Item

Date: March 9, 2021
Request: Parkland Fee Variance
Applicant: Todd Scott – KDAVEO, LLC

Agenda Item #11

Consider authorizing alternate compensation for park improvements required by the Subdivision Ordinance for Southwood Hills Phase III, located on the west side of Connell Street, south of Laila Lane and north of Huey Drive.

Originating Department:

Planning – Tina Moore, Planner

Case Summary

The Southwood Hills Phase III plat was approved by City Council on January 12, 2021. The plat, comprising of 15.743 acres, proposed two blocks with three lots for a duplex style apartment community and a leasing office. The proposed development encompasses 58 duplexes, a total of 116 units. This project is a market rate rental under consideration for a 221(d)(4) financing program through the US Department of Housing and Urban Development (HUD).

Section 517 of the Subdivision Ordinance requires new residential subdivisions to set aside and dedicate to the public sufficient and suitable land for the purpose of public parkland and/or make a financial contribution in lieu of dedicating land. The applicant is requesting a variance in order to construct a private neighborhood park.

At the time of plat approval, the owner had opted to pay a fee-in-lieu of parkland dedication which equated to \$23,200. During their review of the project, HUD has requested that the owner provide additional amenities on the site for residents. The owner is proposing a private park to comply with HUD's stipulations. The proposed park will feature a half size basketball court, an outdoor picnic area with four fixed tables, and a horseshoe and washer pit. These amenities total approximately \$31,406. The proposed park will be owned and maintained by their homeowners association. With these revisions, the applicant is requesting variance to the parkland dedication/fee requirements to allow for the private park development instead of dedicating the park land or paying the park fee.

Recommendation

Recommend approval of the a variance to the Parkland Fee/dedication requirements to allow a private park in the Southwood Hills Phase III subdivision, located on the west side of Connell Street, south of Laila Lane and north of Huey Drive.

Attachments

Southwood Hills Phase III location map

Proposed Park Location and amenities

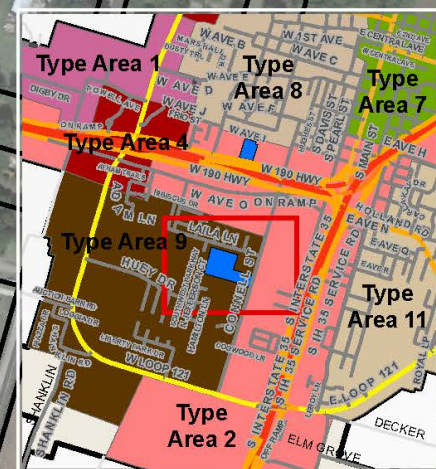
Agenda Item #11
Southwood Hills Phase III
Private Park

PROPOSED PLAT:
Final Plat
Southwood Hills Ph. III
15.743 Acres

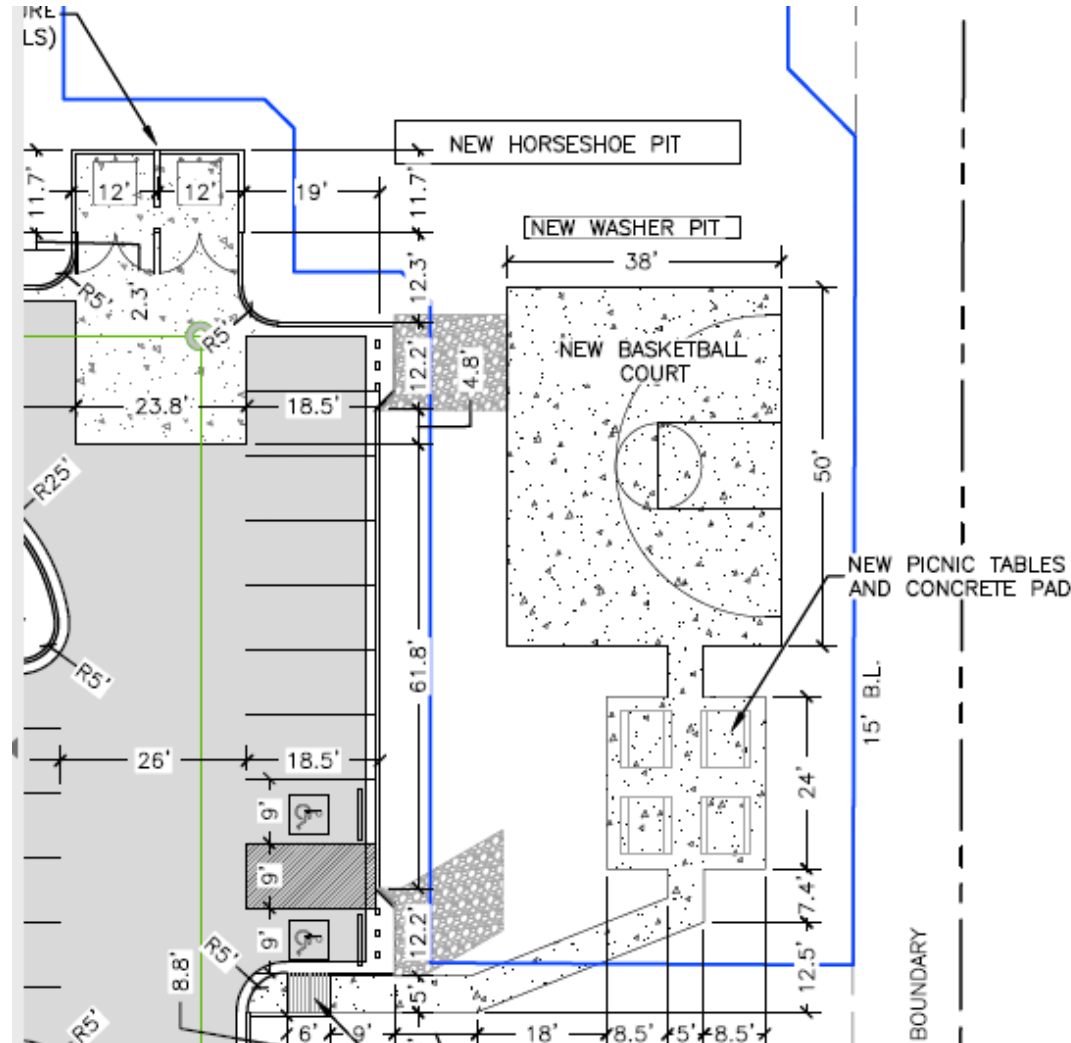
PROPERTY OWNER:
Todd Scott, KDAVEO, LLC

Proposed Southwood Hills Ph. III

Legend
■ P_20_29



Southwood Hills Phase III- Private Park





Staff Report – City Council Agenda Item

Agenda Item #12

Consider utility bill adjustments for abnormal water consumption and delayed services that occurred during the month of February 2021.

Originating Department

Director of Finance – Mike Rodgers

Summary Information

The extremely cold weather from February 11 – 22 delivered many challenges to our utility customers and our utility system, including water line breaks. The result is visible in the Cycle 1 billing that runs from February 1 to February 28. February water consumption jumped fifteen percent to 32,736,000 gallons from the 28,393,000 gallons consumed in January. Of the 3,307 customers who received a bill in Cycle 1, 545 (16.5%) accounts experienced “abnormal consumption” of water. Our billing software flags consumption as “abnormal” when the monthly usage varies significantly from prior billings. The total amount of abnormal water consumption in February was 7,743,000 gallons compared to 2,307,000 gallons in January. Much of the abnormal usage can be attributed to water lines that burst or leaked, or customers who constantly ran water as a preventive measure.

Cities are addressing water leaks in a variety of ways. Some have offered a flat dollar amount as a “drip credit”. Some will invoice customers for typical usage in February instead of actual consumption. Others are charging the amount of consumption that occurred in February 2020 if it was less than February 2021. Regardless of method, most cities understand that leaks from this type of event are generally not the fault of the customer.

Management recommends adjusting the water bills for those customers who are identified by the City’s utility billing software as experiencing “abnormal consumption” due to the weather event in February 2021 to reflect typical consumption for the month instead of actual consumption. Billing may be delayed as these adjustments are being made; therefore, no penalties will be assessed for late payments in April. Assuming Cycle 2 (February 15 – March 15 usage) reflects a similar abnormality, the City could forfeit around \$60,000 for billing something less than actual consumption. Alternatives to this treatment include modifying the City’s leak rate adjustment, providing a flat dollar credit on all bills, charging for the amount consumed in February 2020, or billing without any reduction at all.

A few customers have asked about a discount for the monthly refuse fee because Waste Management did not pick up trash during the event due to hazardous road conditions. Waste Management exerted the force majeure clause in its contract to which it is entitled. Although service was delayed, Waste Management picked up trash after weather conditions improved.


The City also responded by securing roll-off containers, so customers could drop off excess waste at the Public Works facility. Public Works personnel even gathered overflow at certain locations as the opportunity became available. Thus, a discount for delayed trash pickup may not be warranted.

Recommendation

Management recommends adjusting water bills for specific customers to reflect typical consumption for the month of February 2021.

Attachments

Presentation



Utility Bill Adjustments Post-Winter Storm 2021

March 9, 2021

Abnormal Water Consumption

- › February consumption jumped 15% from January

- February 2021 32,736,000 gallons

- January 2021 28,393,000 gallons

- February 2020 23,510,000 gallons

- › 545 (16.5%) of the 3,307 Cycle 1 water customers were flagged with “abnormal consumption” totaling 7,743,000 gallons

Options for Adjusting Water Bills

- › Reduce consumption to reflect typical usage
- › Use the same amount consumed in February 2020
- › Credit bills with a flat dollar amount
- › No adjustment

Recommendation on Water Bills

- › Adjust water bills for customers with “abnormal consumption”
- › Charge for typical consumption instead of actual
- › Waive late penalties for bills due in April because of delayed billing
- › City may forfeit approximately \$60,000 due to these adjustments

Trash Service

- › Some customers have asked for a discount on monthly refuse fee
- › A discount may not be warranted
 - Waste Management exerted force majeure clause
 - Service was delayed but eventually picked up
 - City secured roll-offs for customers to drop off excess waste
 - Public Works personnel gathered overflow waste as well



Questions?



Staff Report – City Council Agenda Item

Agenda Item #13

Consider a revised Interlocal Government Agreement between the City of Belton and Bell County concerning joint regulation of subdivision platting in Belton's extraterritorial jurisdiction (ETJ).

Originating Department

Administration – Sam A. Listi, City Manager

Background

Currently, there is an MOU (Exhibit 1), in place since 2002, providing for all cities in the region to take the lead on plat review in their respective ETJ's. There have been changes in state law on annexation and plat review timeframe that have raised some issues to the County, and the County has proposed taking the lead in future ETJ plat review. The current Agreement allows either party to rescind it within 30 days. This topic was introduced by letter to each city in October 2020 from Bell County Judge David Blackburn (Exhibit 2). This conclusion then led to discussions in November 2020, and to a series of meetings with County Commissioners exploring the issues and alternatives in late December 2020. Judge Blackburn has requested a proposal from each city. Local Government Code (LGC) 242.001 outlines three options to simplify and clarify plat review in the ETJ:

- a) Exclusive city jurisdiction;
- b) Exclusive county jurisdiction; or
- c) Apportionment of ETJ areas to both the City and County.

For Belton, there are several municipal interests we want to ensure are addressed in whatever change in practice may occur. Voluntary annexation is still possible, and our expanding infrastructure may induce such requests at the edges of the city limits. As such, we need to ensure street ROW and street improvements are in accordance with our Thoroughfare Plan, and utility easements, utility extensions, and fire protection all meet urban standards where growth may be anticipated. For these and other reasons, we favor Apportionment.

Summary Information

1. Belton's subdivision platting process has been fairly administered, with due consideration to Bell County interests. We have maintained and continue to have a good working relationship with the County Engineer's Office and the Commissioner's Court. There are no issues we are aware of in the subdivision plat administration process between City of Belton and Bell County. See Exhibit 3.

2. In the last Texas State Legislative Session, city-initiated involuntary annexation was virtually eliminated. The companion ETJ law, granting subdivision plat authority to cities outside their cities for a specified distance based on a city's population size (Belton's is 1 mile, Killeen's is 5 miles), reflected a future growth planning area. While now constrained, voluntary annexation is still possible, yet this is a significant change.
3. Planning does not stop at the city limit line, although this change does represent a major shift in a city's future urban growth boundary. Keep in mind these items:
 - a. Land Use Planning and Development can often stretch beyond city limits – note Three Creeks and River Farms MUD's.
 - b. Thoroughfare Planning and ROW procurement needs often extend beyond city limits – note Shanklin Road, Three Creeks Blvd, FM 2271 (Lake to Lake Road).
 - c. Utilities and CCN's can often extend beyond city limits, as we plan for services to an expanding community.
4. Belton's one (1) mile ETJ is a limited area for future planning, and much is happening in our ETJ in most directions such as:
 - a. South: Water and Sewer extensions along IH 35 and IH 35 widening;
 - b. West: Three Creeks and BISD infrastructure planning; and
 - c. Northwest: Lake to Lake Road planning and ROW acquisition.
5. MUD's are typically located adjacent and outside cities, sustainable only because of urban services provided by a city, and warrant a substantial amount of attention, including subdivision plat review to protect a city's urban infrastructure, as well as county infrastructure and services.

Management's consensus is to recommend the apportionment of Belton's ETJ, resulting in a shared review process between the City of Belton and Bell County. Please see Exhibit 4 for the MOU Agreement text, and Exhibit 5, the Apportionment Map. Belton would take the lead on all of its ETJ areas marked with a red hatch and have final approval authority. Bell County would take the lead on all Belton ETJ areas marked with a blue dot, including Areas 1-4 and have final approval authority:

- Area 1: South of Elmer King Road in the vicinity of Elm Grove Road up to Salado ETJ line. No city water or sewer present or contemplated (Armstrong Water CCN);
- Area 2: South of Amity Road, both east and west of IH 35, beyond Belton's IH 35 corridor annexation. No city water or sewer present or contemplated (Salado Water CCN);
- Area 3: South of IH 14 and west of FM 1670, beyond Belton's IH 14 annexation corridor. No sewer or water plans (DRWSC Water CCN); and
- Area 4: North of IH 14 and west of FM 1670, beyond Belton's IH 14 annexation corridor, in the vicinity of George Wilson Road. No sewer or water plans (DRWSC Water CCN).

Recommendation

Recommend approval of Interlocal Government Agreement apportioning ETJ plat review as provided in state law to both the City of Belton and Bell County, in substantially the form presented in the Agreement (Exhibit 4) and on the Apportionment Map (Exhibit 5), subject to approval by Bell County.

Attachments

Exhibit 1 - 2002 Interlocal Government Agreement – City Lead

Exhibit 2 - October 23, 2020, letter from Bell County Judge David Blackburn

Exhibit 3 - Current ETJ Plat Review Process – City Lead

Exhibit 4 - Proposed Interlocal Government Agreement – Apportioned to City/County

Exhibit 5 - Proposed City of Belton/Bell County Apportionment Map

EXHIBIT 1

STATE OF TEXAS §
 § INTERLOCAL GOVERNMENT AGREEMENT
COUNTY OF BELL §

WHEREAS, Section 242.001, Local Government Code, requires that a county and municipalities with extraterritorial jurisdiction in that county shall, by April 1, 2002, enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of each such municipality; and

WHEREAS, Section 242.001 authorizes a county and municipalities to establish a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapters 212 and 232 of the Local Government Code, as well as other statutes applicable to both a county and municipalities, that will be enforced in the extraterritorial jurisdiction; and

WHEREAS, it is in the best interests of citizens of Bell County for the various governmental entities in this county to cooperate in the provision of more efficient and higher quality delivery of government services, which in this case can be more effectively provided by the municipalities herein; and

WHEREAS, the parties herein have found it advisable to enter into a written agreement providing for joint regulation of subdivision platting in the extraterritorial jurisdictions of the City of Belton ("City") by Bell County ("County") and the City, as authorized by Section 242.001, Local Government Code.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

1. From and after the execution of this Agreement by all parties, the City, as a party to this agreement, shall be the entity authorized to regulate subdivision plats and approve related permits within its respective extraterritorial jurisdiction, as that authority is found under Chapter 212, Local Government Code, except as otherwise herein provided, and the office established by the City for that purpose shall be the exclusive office for acceptance of such plat and permit applications and all other transactions involving the City, the County, and the developer in the planning process.
2. The City may charge appropriate fees as authorized by law related to the subdivision platting and permitting process, and shall retain those fees.
3. The City shall provide to the County a copy of all proposed subdivision plats in the City's extraterritorial jurisdiction, and the County shall be included in the plat review process and any site inspections as needed. The City shall give due consideration to any comments by the County, although this review process shall not be construed as limiting the City's nor enhancing the County's authority to approve subdivision plats in the City's extraterritorial jurisdiction under this agreement.

4. Any plat for a subdivision in the City's extraterritorial jurisdiction shall require the approval of the appropriate governmental entity established for such purpose by the City, followed by acceptance of any platted, dedicated public streets and/or drainage outlets by the Bell County Commissioners Court upon submission by the municipality of its recommendation.
5. The authority provided by Chapter 212, Local Government Code, to the City under this agreement shall be amended as follows:
 - a. A plat shall be required for a division of property within the extraterritorial jurisdiction of the City wherein any of the proposed tracts are less than ten acres in size, as permitted under Chapter 232, Local Government Code, but the only exceptions to that requirement shall be those found in Chapter 212, Local Government Code.
 - b. Prior to acceptance of new streets and/or drainage outlets that directly impact on streets in a subdivision within the City's extraterritorial jurisdiction, the City shall require of the developer a warranty or cash bond as required by the Subdivision Regulations of Bell County, payable to Bell County, which shall be in effect for one year from date of acceptance of such streets and/or drainage outlets. The developer shall be responsible for maintenance of such streets and/or drainage outlets for one year after completion of construction of said streets and/or drainage outlets as also required by the Subdivision Regulations of Bell County. The developer shall also post a utility and other improvements bond, payable to the City, if required by the subdivision regulations of the City. The City shall not be liable for failure to require any such bond.
 - c. The County shall commence maintenance of any new streets and those drainage outlets that directly impact on street maintenance within the subdivision on the first anniversary of acceptance of said streets and drainage outlets, provided any maintenance problems have been satisfactorily resolved by the developer.
6. This Agreement shall be automatically renewed annually on the anniversary of the date it was executed hereunder.
7. The City or the County may rescind this Agreement at any time with thirty days' written notice.
8. This Agreement may be amended at any time in writing with the mutual consent of the City and the County.

This Agreement is executed this 8th day of April, 2002.

County of Bell, Texas:

By:

County Judge

Attest:

County Clerk

City of Belton, Texas:

By:

Mayor

Attest:

City Secretary



EXHIBIT 2

Office
of the
County Judge

October 23, 2020

Mr. Sam Listi
City Manager
City of Belton
P. O. Box 120
Belton, Texas 76513

Dear Mr. Listi: 

As you may be aware, the County has been in the process of reviewing our subdivision regulations. Our current subdivision regulations haven't been updated in many years and a review was long overdue. This process has included discussions with multiple stakeholders, including our city partners and the arrangements we have with our cities relative to handling plat applications outside the city limits but within a city's extraterritorial jurisdiction ('ETJ').

Our review of the current processes for reviewing and approving plats in the ETJ is that it is not working. Multiple issues were identified, to include neither city nor county standards being appropriately applied. In addition, there were multiple instances of the timeliness of receipt of the plat from a city to the County.

Over the past year or two, the Commissioners have been presented plats for review that have simply not adhered to County, nor City, subdivision regulations. In speaking with some of your City's planners, platting in the ETJ's of their cities have had little attention since the cities have little expectation of annexing the areas due to recent change in law. While that is not the case for all of our County's municipalities, it has brought concerns to the Commissioners Court since the County will be responsible for these areas for the foreseeable future.

The County has also seen a dramatic increase in plats that have been presented past the 30 day deadline set forth in state law. Once past the 30 day deadline, no comments on a plat need consideration nor is there even a need for County approval of a plat under the current MOU for recordation. These plats are being recorded without County approval and lots are being sold to consumers with no knowledge that their roads will not be maintained by the County or municipality which is within their reasonable expectation.

Mr. Sam Listi
October 23, 2020
Page 2

We believe all of this these changes in state law now point to the need for the existing MOU's to be amended. I have attached draft of a proposed MOU that we would place on the table for consideration.

The proposed MOU is intended to amend our current practice of having the city take the lead on plats in the ETJ and replace such with the County take the lead. It is the County's intent to forward any new platting requests in an ETJ to the appropriate municipality immediately upon receipt of the request to accommodate the municipality's ability to make timely comments. The County will maintain a strict policy of reviewing plat requests within the 30 day timeline in accordance with state law. Cities may continue to require more restrictive covenants than County subdivision regulations, but not less, unless both the County and the affected municipality approve requested variances.

My office will be reaching out to you to schedule a meeting with you (and/or your designated representatives). I have asked that the meeting be scheduled before Thanksgiving. The purpose of the meeting will be to discuss our draft and any changes or modifications you would like to propose. If there are no changes or modifications you'd like to propose, then we don't need to meet. All I need is the date you will place the MOU on your governing body's agenda for consideration. My intent would be to place the MOU on my Commissioners Court agenda no later than November 23, the Monday before Thanksgiving.

Look forward to hearing from you and to improving the process for regulating growth and development in Bell County.

Sincerely,



D. Blackburn
County Judge

Xc: Commissioners
County Engineer

encl: Draft MOU

ETJ Plat Approval Process

City of Belton, TX



254-933-5812



planning@beltontexas.gov
www.beltontexas.gov



START

COB Review: Typically 10 business days

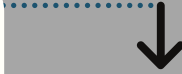
Pre-Application Meeting with COB Review Committee



Submit plat to COB first Monday of the month prior to noon



Review by City, County and external reviewers to determine if administratively complete



(COB Review: Typically 5 business days)

Comments sent to applicant



Submit plat application and fees. Start of first 30 days



Plat is administratively complete



Applicant responds to comments



30 days max



P&Z Commission action
(Action taken within 30 days)



City Council action



Plat is recorded by city staff

EXHIBIT 3



254-933-5812



planning@beltontexas.gov
www.beltontexas.gov

EXHIBIT 4

STATE OF TEXAS §

§ INTERLOCAL GOVERNMENT AGREEMENT

COUNTY OF BELL §

WHEREAS, Section 242.001, Local Government Code, requires that a county and municipalities with extraterritorial jurisdiction in that county shall enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of each such municipality; and

WHEREAS, Section 242.001 authorizes a county and municipalities to establish a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapters 212 and 232 of the Local Government Code, as well as other statutes applicable to both a county and municipalities, that will be enforced in the extraterritorial jurisdiction; and

WHEREAS, Section 242.001(d)(3) authorizes a municipality and a county to apportion the area within the City's extraterritorial jurisdiction, with each entity responsible for subdivision plats and permits within assigned areas; and

WHEREAS, it is in the best interests of citizens of Bell County for the various governmental entities in this county to cooperate in the provision of more efficient and higher quality delivery of government services, which in this case can be more effectively provided by the apportionment of ETJ areas to each entity as outlined below; and

WHEREAS, the parties herein have found it advisable to enter into a written agreement providing for joint regulation of subdivision platting in the extraterritorial jurisdictions of the City of Belton ("City") by Bell County ("County") and the City, as authorized by Section 242.001, Local Government Code.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

1. From and after the execution of this Agreement by all entities, the City and the County, as parties to this agreement, shall regulate subdivision plats and approve related permits within extraterritorial jurisdictions, as that authority is found under Chapter 212, Local Government Code, in accordance with the apportionment of boundaries identified herein, and each entity responsible for plat review in its apportioned area shall be the exclusive office for acceptance of such plat and permit applications and all other transactions involving that area and the developer in the planning process.
2. Each entity (City and County) taking the lead in plat review may charge appropriate fees as authorized by law related to the subdivision platting and permitting process and shall retain those fees.
3. Each entity (City and County) taking the lead in plat review shall require a developer to provide copies of all proposed subdivision plats in the City's extraterritorial jurisdiction, and the entity not taking the lead in plat review shall be included in the plat review process

and any site inspections as needed. The lead entity shall give due consideration to any comments by the other entity, although this review process shall not be construed as limiting nor enhancing the lead entity's authority to approve subdivision plats in the extraterritorial jurisdiction under this agreement.

4. As may be required by law, any plat for a subdivision in the City's extraterritorial jurisdiction shall also require the approval of the appropriate governmental entity established for such purpose by the City, following acceptance of any platted, dedicated public streets and/or drainage outlets by the Bell County Commissioners Court.
5. The authority provided by Chapter 212, Local Government Code, to the City under this agreement shall be amended as follows:
 - a. A plat shall be required for a division of property within the extraterritorial jurisdiction of the City wherein any of the proposed tracts are less than ten acres in size, as permitted under Chapter 232, Local Government Code, but the only exceptions to that requirement shall be those found in Chapter 212, Local Government Code.
 - b. Prior to acceptance of new streets and/or drainage outlets that directly impact streets in a subdivision within the City's extraterritorial jurisdiction, the entity taking the lead in plat review shall require of the developer a warranty or cash bond as required by the Subdivision Regulations of Bell County, payable to Bell County, which shall be in effect for one year from date of acceptance of such streets and/or drainage outlets. The developer shall be responsible for maintenance of such streets and/or drainage outlets for one year after completion of construction of said streets and/or drainage outlets as also required by the Subdivision Regulations of Bell County. The developer shall also post a utility and other improvements bond, payable to the City, if required by the subdivision regulations of the City.
 - c. The County shall commence maintenance of any new streets and those drainage outlets that directly impact street maintenance within the subdivision on the first anniversary of acceptance of said streets and drainage outlets, provided any maintenance problems have been satisfactorily resolved by the developer.
6. This Agreement shall be automatically renewed annually on the anniversary of the date it was executed hereunder.
7. The City or the County may rescind this Agreement at any time with thirty days' written notice.
8. This Agreement may be amended at any time in writing with the mutual consent of the City and the County.

This Agreement is executed this _____ day of _____ 2021.

County of Bell

City of _____

By: _____
County Judge

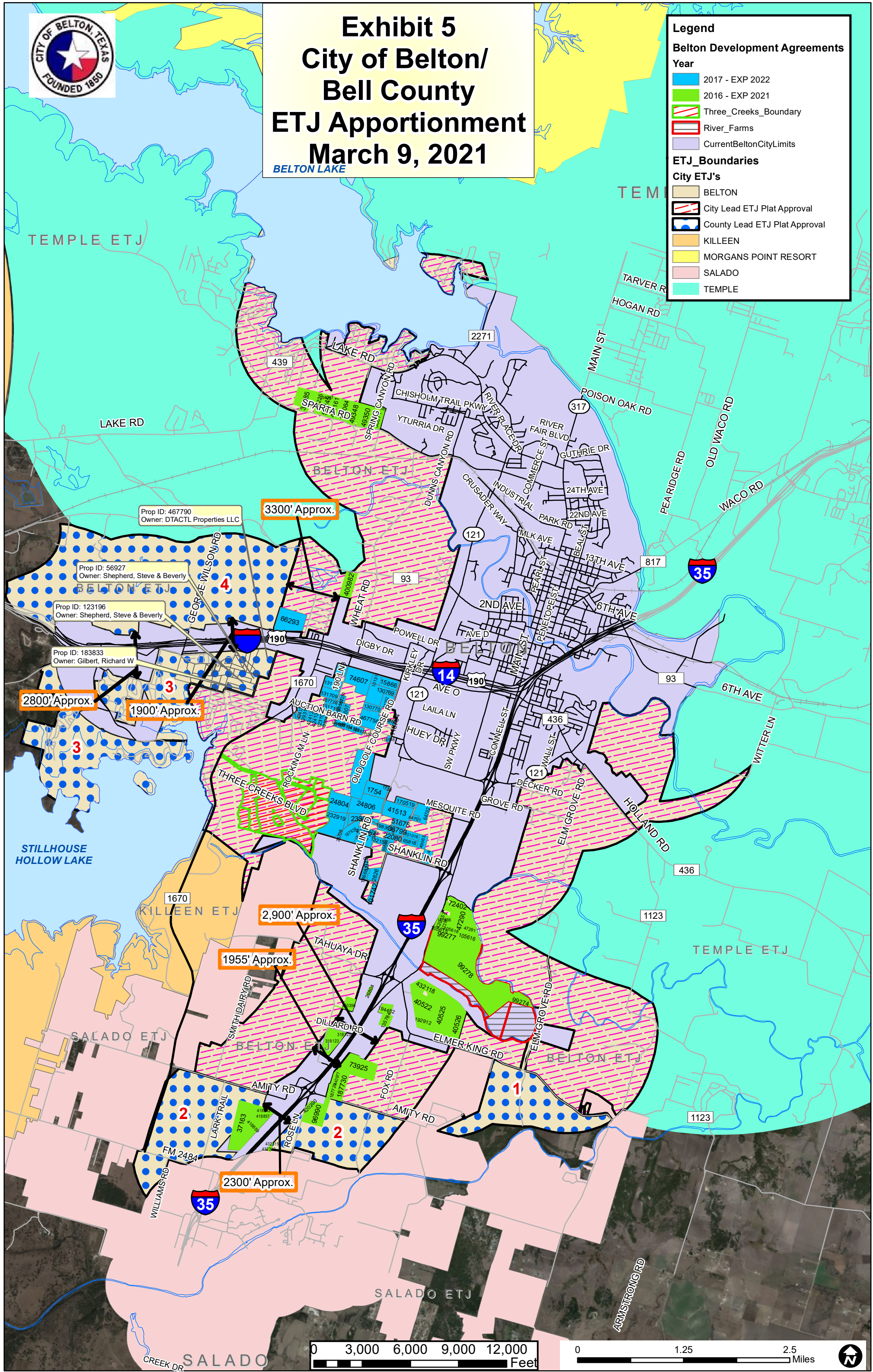
By: _____
Mayor

Attest: _____
County Clerk

Attest: _____
City Clerk



- ## Legend
- ### Belton Development Agreements
- Year**
- | | |
|---|-------------------------|
|  | 2017 - EXP 2022 |
|  | 2016 - EXP 2021 |
|  | Three_Creeks_Boundary |
|  | River_Farms |
|  | CurrentBeltonCityLimits |
- ### ETJ_Boundaries
- City ETJ's**
- | | |
|---|-------------------------------|
|  | BELTON |
|  | City Lead ETJ Plat Approval |
|  | County Lead ETJ Plat Approval |
|  | KILLEEN |
|  | MORGANS POINT RESORT |
|  | SALADO |
|  | TEMPLE |





Agenda Item #13

Interlocal Government Agreement Between City/County on ETJ Subdivision Platting

MARCH 9, 2021

Background

- MOU in place since 2002 for each city to take the lead on plat review in their ETJs in Bell County.
- Changes in state law on annexation and plat review timeframe called practice into question.
- Bell County has proposed taking the lead in future ETJ plat review.
- Topic introduced by letter to each city in October 2020 from Bell County Judge David Blackburn.
- Discussions and meetings with County Commissioners followed in November/December 2020.
- Judge Blackburn has requested a proposal from each city.
- Local Government Code 242.001 outlines three options to simplify and clarify plat ETJ review:
 - Exclusive city jurisdiction;
 - Exclusive county jurisdiction; or
 - Apportionment of ETJ areas to both the City and County.



Background (continued)

- For Belton, there are several municipal interests we want to ensure are addressed in whatever change in practice may occur.
- Voluntary annexation is still possible, and our expanding infrastructure may induce such requests at the edges of the city limits.
- We need to ensure street ROW and street improvements meet our Thoroughfare Plan; utility easements, utility extensions, and fire protection meet urban standards.
- Consequently, we favor Apportionment.



Summary Information

- Belton's subdivision platting process has been fairly administered, with due consideration to Bell County interests. No issues in ETJ plat process with Bell County.
- City-initiated involuntary annexation has been virtually eliminated by Legislature. ETJ law, granting subdivision plat authority to cities outside their cities (1 mile ETJ for Belton) is useful for future growth planning.



Summary Information (continued)

- Planning does not stop at the city limit line:
 - Land Use Planning and Development can often stretch beyond city limits – note Three Creeks and River Farms MUDs.
 - Thoroughfare Planning and ROW procurement often extend beyond city limits – note Shanklin Road, Three Creeks Blvd, FM 2271 (Lake to Lake Road).
 - With no building permits required outside city, building setbacks may be problematic/ROW.
 - Utilities and CCNs can often extend beyond city limits, as we plan for services to an expanding community.



Summary Information (continued)

- Belton's one (1) mile ETJ is a limited area for future planning, and much is happening in our ETJ in most directions such as:
 - South: Water and Sewer extensions along IH 35 and IH 35 widening;
 - West: Three Creeks and BISD infrastructure planning; and
 - Northwest: Lake to Lake Road planning and ROW acquisition.

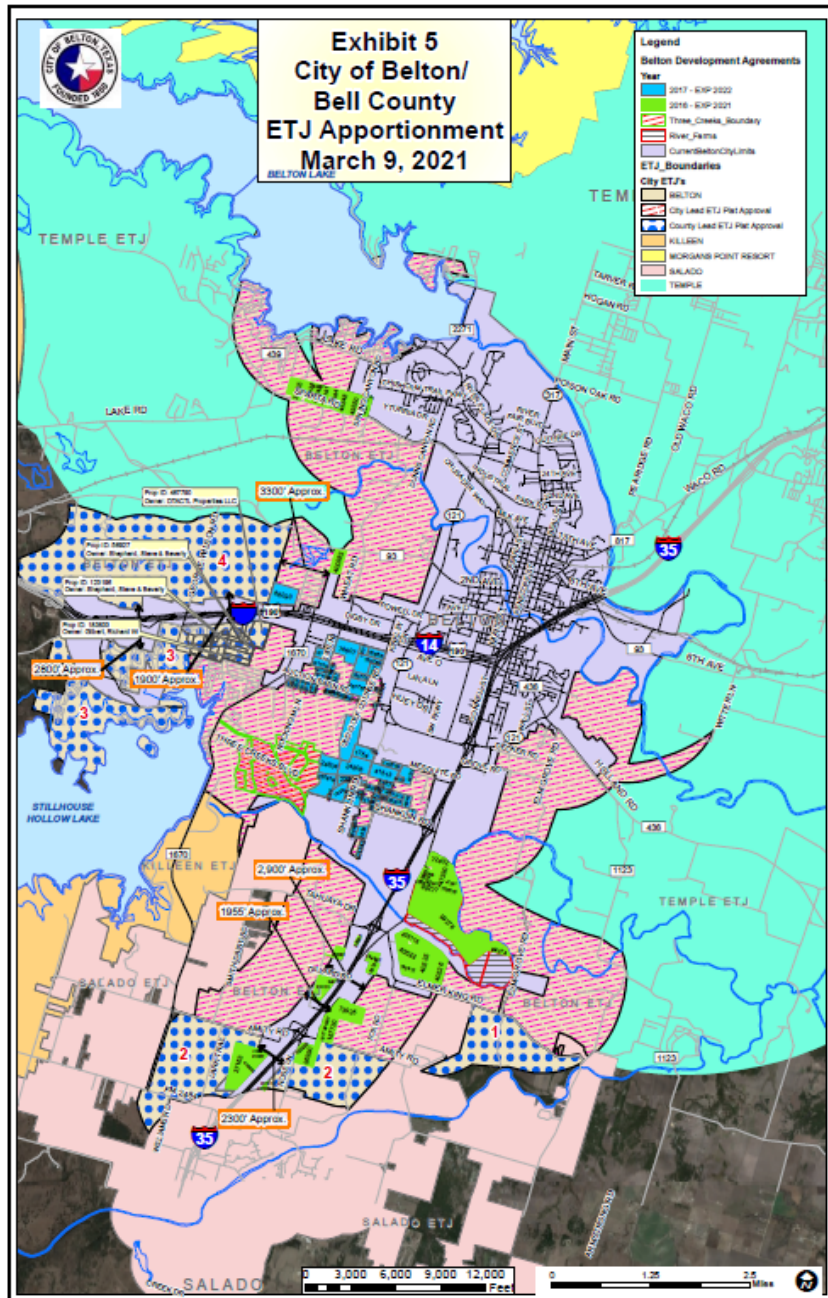
- MUDs are typically located adjacent and outside cities, sustainable only with urban services, and warrant attention through plat review, to protect City and County infrastructure and services.



Summary Information (continued)

- Recommend apportionment of Belton's ETJ, a shared review process between Belton and Bell County.
- Exhibit 4: MOU Agreement/Exhibit 5: Apportionment Map
- Belton would take the lead on all ETJ areas marked with a red hatch.
- Bell County would take the lead on all Belton ETJ areas marked with a blue dot.





Area 1: South of Elmer King Road in the vicinity of Elm Grove Road up to Salado ETJ line. No city water or sewer present or contemplated (Armstrong Water CCN);

Area 2: South of Amity Road, both east and west of IH 35, beyond Belton's IH 35 corridor annexation. No city water or sewer present or contemplated (Salado Water CCN);

Area 3: South of IH 14 and west of FM 1670, beyond Belton's IH 14 annexation corridor. No sewer or water plans (DRWSC Water CCN); and

Area 4: North of IH 14 and west of FM 1670, beyond Belton's IH 14 annexation corridor, in the vicinity of George Wilson Road. No sewer or water plans (DRWSC Water CCN).

Recommendation

Recommend approval of the Interlocal Government Agreement apportioning ETJ plat review as provided in state law to both the City of Belton and Bell County, in substantially the form presented in the Agreement (Exhibit 4) and on the Apportionment Map (Exhibit 5), subject to approval by Bell County.

