

CITY OF BELTON

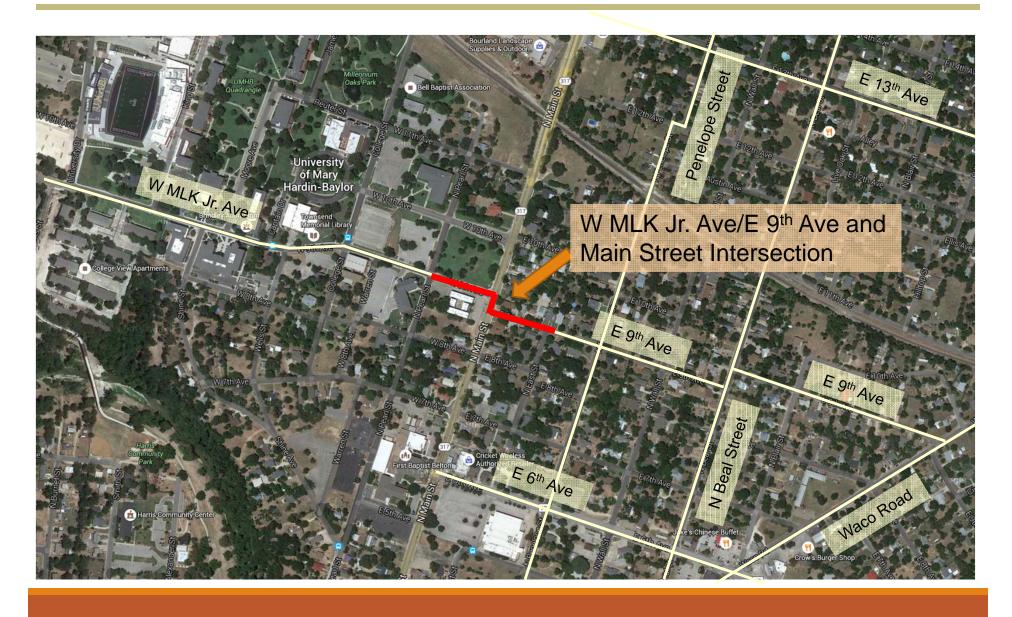
City Council Workshop Agenda Tuesday, March 22, 2016 - 4:30 p.m. Smith Room, Harris Community Center 401 Alexander, Belton, Texas

- 1. Call to order.
- 2. Review MLK/Main Street intersection design recommendations, as developed by Mack Parker, KPA Engineers.
- 3. Review Sparta Road design recommendations, from Loop 121 to Main Street, as developed by Mack Parker, KPA Engineers.
- 4. Adjourn.

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.



Project Location

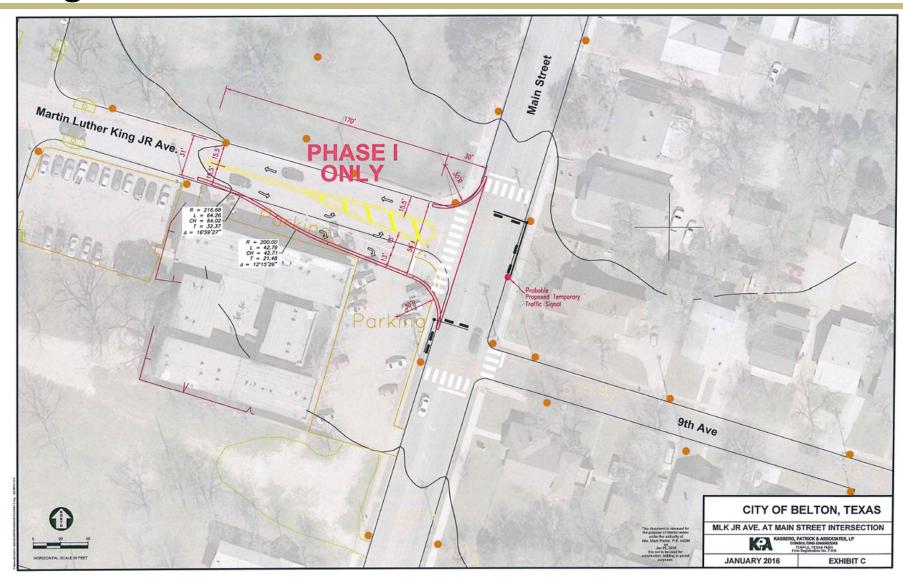


Background and Concerns

- January 12, 2016 Council Workshop and Approval for Design Services
- "Design" issues in turning movements; Safety; Traffic Flow;
 Multimodal transportation consideration



Original W MLK Jr. Ave Phase I Modifications



Moving Forward

- Phase I Design Phase
 - Receive direction from Council for Phase I improvements
 - *Present improvements to TxDOT for approval
 - Proceed with approved street and sidewalk design
 - Develop OPC and identify project funding
 - 200 LF of Improvements on W MLK Jr. Ave
 - Bid and construction phase services
- Final Design/Bid Process in 60-120 days
- Construction Phase in FY 2017

Sparta Road Design Recommendations

MARCH 22, 2016



Background

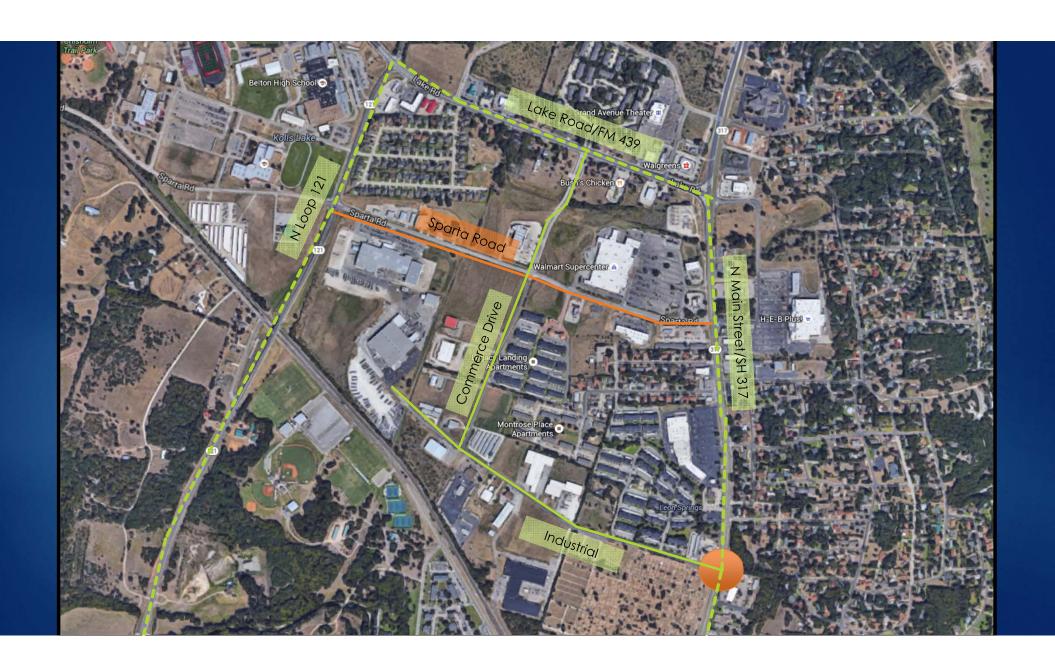
- ▶ 11/6/12 Preliminary Engineering Phase Approved by Council
- 2/24/15 Engineering Services for Roundabout and Improvements from Loop 121 to Middle Driveway Entrance at Walmart - Approved by Council
 - Preliminary Design Layout (design for ultimate layout; single lane use)
 - Drainage considerations
 - Utility relocation requirements
 - Right of way requirements
 - Roundabout Demo 1/7/16 at Bell County Expo Center



Objective

- Discuss recommended improvements
- Traffic Flow and design for the roundabout
 - Lessons from the demonstration at the Expo
 - TruMH Transportation
- Walk through project phasing







Opinion of Probable Construction Costs

Construction Phase	Estimate Cost
Phase 1 – Sparta from Walmart to Main Street	\$636,400
Phase 2A – Industrial and Main Phase 2B – Sparta from Walmart to Loop 121 Phase 2C – Roundabout Construction	\$2.4-\$2.6 MIL
Total Estimated Cost of Construction	~\$3.2MIL*

^{*}Estimate cost does not include any utility relocation or upgrade costs (design in progress). Any expenses for right-of-way or easements are also not included.

Funding Summary

Available Funds

2013 Bond Proceeds \$1,680,073.26

Transfer from TIRZ Capital Projects \$731,011.00

Transfer from BEDC \$310,000.00

Interest Income \$5,329.61

Drainage Capital Projects \$300,000

Total \$3,026,413.87

Projected Expenditures

Bond Cost

Engineering

ROW

Total

(\$1,700)

(\$297,110.00)

(\$4.901.00)

(\$303,711.00)

Remaining Balance for Construction Projected Construction Costs

\$2,722,702.87 \$3,200,000**

Difference

(\$477,297.13)

^{**}Does not include cost for utility relocations or upgrades.

These costs will likely be funded through the water and sewer funds.



CITY OF BELTON

City Council Meeting Agenda Tuesday, March 22, 2016 - 5:30 p.m. Wright Room, Harris Community Center 401 N. Alexander, Belton, Texas

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember Paul Sanderford.

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

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

Invocation. The Invocation will be given by Rucker Preston, Executive Director of Helping Hands Ministry.

- 1. Call to order.
- 2. Public comments.
- 3. Proclamations:
 - A. American Heart Walk April 2, 2016 and National Walking Day April 6, 2016
 - B. Fair Housing Month April 2016

Consent Agenda

Items 4-6 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

- 4. Minutes of March 8, 2016 City Council Meeting.
- 5. Consider authorizing the City Manager to execute an Interlocal Agreement with Bell County for seal coating streets within the Belton city limits.
- Consider authorizing the City Manager to execute an Interlocal Agreement with the City of Temple for automatic aid between Temple Fire Department and Belton Fire Department.

Regular Agenda

Finance

7. Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2015.

Planning & Development

- 8. Hold a public hearing and consider a zoning change from Commercial Highway to Commercial-2 for an office warehouse on a 0.264 acre tract of land, located east of South Interstate Highway 35, west of Pat Drive, and north of Grove Road.
- 9. Hold a public hearing and consider a zoning change from Agricultural and Single Family-2 to Planned Development Commercial Highway Zoning District for an indoor firearms facility at 3360 West Highway 190 on a 2.22 acre tract of land, and from Agricultural and Single Family-2 to Planned Development Commercial Highway Zoning District at 7140 West Highway 190 on a 2.81 acre tract of land, located on the north side of U.S. Highway 190, between Boxer Road and South Wheat Road.
- Consider a final plat for Sendero Estates Subdivision, a 63.38 acre tract, located on the west side of Wheat Road, east of Boxer Road, and north of the US Highway 190.
- 11. Consider a final plat for Mystic River, Phase II, a 10.071 acre tract of land, located east of North Main Street, west of the Leon River, and south of the existing Mystic River, Phase I, subdivision.

Miscellaneous

12. Consider authorizing the City Manager to execute Change Order #2 to the contract with James Construction Group for the West Martin Luther King, Jr. Avenue Extension and Overpass Construction Project to add a parking lot adjacent to the street and to account for additional fencing required for the project.

- 13. Consider First Amendment to Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette (Three Creeks) Development and the specific actions associated therewith:
 - A. Consider a resolution amending the Bell County Municipal Utility District No. 1 boundary to add (annex) a 36.55 acre tract.
 - B. Consider authorizing the City Manager to enter into an interlocal cooperation agreement with Bell County Municipal Utility District No. 1 to provide solid waste collection services.
- 14. Consider an ordinance on first reading amending an exclusive franchise to Waste Management to include service to Bell County Municipal Utility District No. 1, and authorize the City Manager to execute an amendment to the Municipal Solid Waste Collection and Transportation Agreement between Waste Management and the City of Belton to reference the inclusion of the Bell County Municipal Utility District No. 1 in the exclusive service area granted to Waste Management.
- 15. Consider authorizing the Belton Economic Development Corporation to execute a contract to sell property at 420 E. Central Avenue to Jarrod Metzgar.

Executive Session

16. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, <u>Vernon's Texas Codes Annotated</u>, in accordance with the authority contained in Section 551.074, regarding personnel.

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

OFFICE OF THE CITY MANAGER

City Council Meeting Agenda Tuesday, March 22, 2016 - 5:30 p.m. Wright Room, Harris Community Center 401 N. Alexander, Belton, Texas

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember Paul Sanderford.

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

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

Invocation. The Invocation will be given by Rucker Preston, Executive Director of Helping Hands Ministry.

- Call to order.
- 2. Public comments.
- 3. Proclamations:
 - A. American Heart Walk April 2, 2016 and National Walking Day April 6, 2016

This proclamation was requested by the American Heart Association and will be received by Donna Dunn, a volunteer with the American Heart Walk.

B. Fair Housing Month - April 2016

This proclamation will be received by Jimmy Martin of the Central Texas Council of Governments.

Consent Agenda

Items 4-6 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

4. Minutes of March 8, 2016 City Council Meeting.

A copy of the minutes is enclosed. Recommend approval.

5. Consider authorizing the City Manager to execute an Interlocal Agreement with Bell County for seal coating streets within the Belton city limits.

We are proposing an interlocal agreement with Bell County for annual seal coating of streets in Belton's ETJ. Recommend approval.

6. Consider authorizing the City Manager to execute an Interlocal Agreement with the City of Temple for automatic aid between Temple Fire Department and Belton Fire Department.

This agreement between the Temple and Belton Fire Departments will outline responsibilities and locations for automatic aid for specific areas within our two cities. Recommend approval.

Regular Agenda

Finance

7. Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2015.

Mike Abel and Kristy Davis of Jaynes, Reitmeier, Boyd & Therrell will present the FY2015 CAFR. No Council action is required.

Planning & Development

8. Hold a public hearing and consider a zoning change from Commercial Highway to Commercial-2 for an office warehouse on a 0.264 acre tract of land, located east of South Interstate Highway 35, west of Pat Drive, and north of Grove Road.

See the Staff Report prepared by Erin Smith, Director of Planning. Concur in recommendation for approval of the zone change by P&ZC.

9. Hold a public hearing and consider a zoning change from Agricultural and Single Family-2 to Planned Development Commercial Highway Zoning District for an indoor firearms facility at 3360 West Highway 190 on a 2.22 acre tract of land, and from Agricultural and Single Family-2 to Planned Development Commercial Highway Zoning District at 7140 West Highway 190 on a 2.81 acre tract of land, located on the north side of U.S. Highway 190, between Boxer Road and South Wheat Road.

See the Staff Report prepared by Erin Smith, Director of Planning. Concur in recommendation for approval of Planned Development District zone changes by P&ZC as presented.

10. Consider a final plat for Sendero Estates Subdivision, a 63.38 acre tract, located on the west side of Wheat Road, east of Boxer Road, and north of the US Highway 190.

See the Staff Report prepared by Erin Smith, Director of Planning. Concur in recommendation for approval of the final plat by P&ZC as presented.

11. Consider a final plat for Mystic River, Phase II, a 10.071 acre tract of land, located east of North Main Street, west of the Leon River, and south of the existing Mystic River, Phase I, subdivision.

See the Staff Report prepared by Erin Smith, Director of Planning. Concur in recommendation for approval of the final plat by P&ZC as presented.

<u>Miscellaneous</u>

12. Consider authorizing the City Manager to execute Change Order #2 to the contract with James Construction Group for the West Martin Luther King, Jr. Avenue Extension and Overpass Construction Project to add a parking lot adjacent to the street and to account for additional fencing required for the project.

See the Staff Report prepared by Angellia Points, P.E., Director of Internal Services/City Engineer. Recommend approval of Change Order #2 to the MLK Avenue and Overpass project to add a parking lot and to account for additional fencing.

- 13. Consider First Amendment to Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette (Three Creeks) Development and the specific actions associated therewith:
 - A. Consider a resolution amending the Bell County Municipal Utility District No. 1 boundary to add (annex) a 36.55 acre tract.

B. Consider authorizing the City Manager to enter into an interlocal cooperation agreement with Bell County Municipal Utility District No. 1 to provide solid waste collection services.

See Staff Report. Recommend approval of the amendment of the Development Agreement to include approval of the resolution for adding the 36.55 acre tract and approval of the interlocal cooperation agreement to provide solid waste services within the MUD.

14. Consider an ordinance on first reading amending an exclusive franchise to Waste Management to include service to Bell County Municipal Utility District No. 1, and authorize the City Manager to execute an amendment to the Municipal Solid Waste Collection and Transportation Agreement between Waste Management and the City of Belton to reference the inclusion of the Bell County Municipal Utility District No. 1 in the exclusive service area granted to Waste Management.

See Staff Report prepared by Brandon Bozon, Director of Finance. Recommend approval of the ordinance on first reading amending the existing franchise with Waste Management to include the MUD, and setting the public hearing and second reading for April 12, 2016.

15. Consider authorizing the Belton Economic Development Corporation to execute a contract to sell property at 420 E. Central Avenue to Jarrod Metzgar.

See Staff Report prepared by Cynthia Hernandez, Executive Director of BEDC. Recommend approval.

Executive Session

16. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, <u>Vernon's Texas Codes Annotated</u>, in accordance with the authority contained in Section 551.074, regarding personnel.

Information will be provided at the meeting.

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, cardiovascular disease is the leading cause of death in the United States and accounts for one-third of all deaths, and stroke is the number five cause of death in the United States and is a leading cause of disability; and

WHEREAS, today about one in three American children is overweight or obese, and childhood obesity is now the top health concern among parents in the United States; and

WHEREAS, the direct and indirect costs of cardiovascular diseases, including lost productivity, are an estimated \$316.6 billion, and obesity is a significant factor driving health care spending; and

WHEREAS, regular physical activity can reduce cardiovascular disease risk and may increase life expectancy, but only 36% of children and 44% of adults get the recommended amount; and

WHEREAS, the American Heart Association recommends that children participate in at least 60 minutes of moderate or vigorous intensity physical activity each day and adults do at least 75 - 150 minutes of moderate to vigorous intensity physical activity each week; and

WHEREAS, moderate physical activity has many proven benefits for an individual's overall health including controlling body weight, blood cholesterol, and blood pressure which helps reduce the risk of cardiovascular disease and stroke; and

WHEREAS, the U.S. Centers for Disease Control and Prevention reported that if 10 percent of Americans began a regular walking program, an estimated \$5.6 billion in heart disease costs could be saved; and

WHEREAS, studies indicate that one of the best investments a company can make is in the health of its employees. By promoting a culture of physical activity, corporate America can decrease healthcare costs, increase productivity and improve the quality of life and longevity of the U.S. workforce; and

WHEREAS, on National Walking Day, April 6, the American Heart Association will kick-off a month-long campaign to encourage Americans to become more physically active; and

WHEREAS, National Walking Day is intended to motivate people to start and continue a physical activity program throughout the remainder of the month with the help of weekly physical activity themes; and

WHEREAS, on National Walking Day, the American Heart Association encourages all Americans to take a 30-minute walk with family, friends and colleagues and to share their minutes walked on social media with hashtag #AHALaceUp.

NOW, THEREFORE, I, Mayor Marion Grayson, recognizing the importance of regular physical activity, do hereby proclaim Wednesday, April 6, 2016, as "National Walking Day" in Belton, Texas, and urge all citizens to show their support for physical activity and the fight against heart disease by taking time to get active and supporting Bell County Heart Walk on April 2 at Nolan Creek and walking on April 6. By increasing awareness of the importance of physical activity to reduce the risk for cardiovascular disease, we can save thousands of lives each year.

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 22nd day of March, 2016.

Marion Grayson, Ma	yor
ATTEST:	

- WHEREAS, April marks the 48th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, religion, sex, familial status, handicap and national origin, and encourages fair housing opportunities for all citizens; and
- WHEREAS, the City of Belton is committed to highlight the Fair Housing Law, Title VIII of the Civil Rights Act of 1968, by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure every American of their right to fair housing; and
- WHEREAS, the City of Belton is proud of the cooperative relationships it shares with the U.S. Department of Housing and Urban Development, the U.S. Department of Agriculture, the Central Texas Housing Consortium, the Central Texas Council of Governments, the Temple-Belton Board of Realtors, the Belton Area Chamber of Commerce, and the Temple Area Builders Association, in actively promoting and encouraging Fair Housing.

NOW THEREFORE, I MARION GRAYSON, Mayor of the City of Belton, Texas, do hereby proclaim the month of April, 2016, as

"FAIR HOUSING MONTH"

in the City of Belton, which begins a year-long commemoration of the U.S. Fair Housing Law and urge all citizens to wholeheartedly recognize this celebration throughout the year.

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 22nd day of March, 2016.
Marion Grayson, Mayor
ATTEST:
Amy M. Casey, City Clerk

BELTON CITY COUNCIL MEETING March 8, 2016 – 5:30 P.M.

The Belton City Council met in regular session in the Wright Room at the Harris Community Center with the following members present: Mayor Marion Grayson, Mayor Pro Tem David K. Leigh (via videoconference from a remote location), and Councilmembers Craig Pearson, Dan Kirkley, Paul Sanderford and Jerri Gauntt. Councilmember Guy O'Banion was absent. Staff present included Sam Listi, John Messer, Amy Casey, Brandon Bozon, Erin Smith, Bruce Pritchard, Kim Kroll, Chris Brown, Aaron Harris, Angellia Points, Byron Sinclair, Matt Bates, Paul Romer, Ed Bandas, Larry Berg and Cynthia Hernandez.

The Pledge of Allegiance to the U.S. Flag was led by Jacob Peebles of Boy Scout Troop 101, the Pledge of Allegiance to the Texas Flag was led by Public Information Officer Paul Romer, and the Invocation was given by Darren Walker, Pastor of First United Methodist Church.

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

City Manager Sam Listi stated that Mayor Pro Tem David K. Leigh was participating in the meeting from a remote location via videoconference as allowed by Texas Local Government Code §551.127. Mr. Listi asked Mr. Leigh if, in the event of technical difficulties or if he had a need to leave the meeting, would he approve of having the meeting continue without him. Mr. Leigh agreed.

2. **Public Comments.** Deputy Chief Larry Berg invited everyone to the Open House for the Police Department's newly expanded building to be held at 2:00 p.m. – 4:00 p.m. on March 9, 2016.

Councilmember Jerri Gauntt reminded everyone to take the Parks survey. She stated that it is not only about Parks, but it is also about the Comprehensive Plan.

Consent Agenda

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

- 3. Minutes of Previous Meetings:
 - A. February 18, 2016 Joint City Council/BEDC Meeting
 - B. February 23, 2016 City Council Meeting
- 4. Consider appointment to the Library Board of Directors. Appointed Lee Casey.
- 5. Consider an ordinance declaring unopposed candidates elected to office and canceling the May 7, 2016, General City Election.

Upon a motion by Councilmember Craig Pearson and a second by Councilmember Dan Kirkley, the Consent Agenda was unanimously approved upon a vote of 6-0 including the following captioned Ordinance.

ORDINANCE NO. 2016-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 7, 2016, GENERAL CITY ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ORDENANZA NÚMERO 2016-11

UNA ORDENANZA DEL AYUNTAMIENTO DE LA CIUDAD DE BELTON, TEXAS, DECLARANDO QUE CANDIDATOS SIN OPOSICIÓN EN LA ELECCIÓN GENERAL DE LA CIUDAD DEL MAYO 7, 2016, SEAN ELEGIDOS AL CARGO; CANCELANDO LA ELECCIÓN; PROVEYENDO UNA CLAUSURA DE DIVISIBILIDAD; Y PROVEYENDO UNA FECHA DE VIGENCIA.

Miscellaneous

6. <u>Consider an amendment to the Professional Services Agreement for engineering services with Kasberg, Patrick & Associates</u>.

City Manager Sam Listi informed the Council that the City has had an engineering services contract with Kasberg, Patrick & Associates since 1991 for general engineering services that are not project specific. He said that the services under this contract consist of analysis of utilities, drainage and street problems, investigations to determine project feasibility, review of subdivision plats and construction plans, and input on streets, drainage, utilities and parks. The contract is for miscellaneous engineering services that are needed from time-to-time.

Mr. Listi stated that these services are billed on an hourly basis and have not changed since 2009. He added that we have spent approximately half of what was budgeted in FY2016. He recommended approval of the amendment to the professional service agreement given the quality services KPA has provided over the years and due to their legacy knowledge of the City of Belton.

Councilmember Pearson expressed his appreciation for the services provided by KPA over the years.

Upon a motion by Councilmember Paul Sanderford and a second by Councilmember Craig Pearson, item 6 was unanimously approved upon a vote of 6-0.

7. Consider an amended Resolution determining the necessity of transferring real property and authorizing its transfer to the Belton Economic Development Corporation (BEDC) for a public purpose, and authorizing the City Manager to take all steps necessary to accomplish the transfer of portions of the former Rockwool property, located east of the intersection of IH 35 and FM 93.

Manager Listi reviewed a map of the former Rockwool property that outlined the three tracts of land under discussion. He reminded the Council that in November 2014, the City Council authorized the City's conveyance of 75 acres, out of 91 acres of the former Rockwool property, to BEDC for economic development purposes. Sixteen acres adjacent to the wastewater plant was held out for planned wastewater plant expansion.

He stated that prior to the final conveyance to BEDC, which has not yet happened, some conditions have emerged that suggest the City may need more land for ultimate wastewater plant expansion. He provided a summary of those conditions:

- Belton's shift away from a separate Belton Lampasas River Wastewater Treatment Plant as acknowledged in the City's updated Wastewater Master Plan in 2015.
- Belton's recent plan to rely on a series of IH 35 lift stations and sewer lines directed to the TBWWTP for exclusive near term sewer service. A design contract for this project was approved by Council in February 2016 with Halff Associates.
- Continued extensive development in Belton and Temple, which will rely on the TBWWTP for sanitary sewer service.

He also reminded the Council that at the Joint City Council/BEDC meeting on February 18, 2016, he recommended the City retain ownership of the 25 acre tract which had originally been planned for conveyance to BEDC. The Council and BEDC concurred in this recommendation.

Manager Listi stated that the only cost to BEDC will be the closing costs for the two tracts of land to be conveyed. The City has already reimbursed BEDC its \$10,000 cost share for site prep and platting costs for the 25 acre tract.

Mr. Listi stated that with the conveyance of the property, the City will also transfer the Belco lease to BEDC. Belco has leased a portion of Tract A at \$1,300 per month. The lease expires in May 2016 but has an option for extension.

Upon a motion by Councilmember Dan Kirkley and a second by Councilmember Craig Pearson, the following amended resolution was unanimously approved upon a vote of 6-0.

RESOLUTION NO. 2016-13-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, DETERMINING THE NECESSITY OF TRANSFERRING REAL PROPERTY AND AUTHORIZING ITS TRANSFER TO THE BELTON ECONOMIC DEVELOPMENT CORPORATION FOR A PUBLIC PURPOSE, AND PROVIDING AN OPEN MEETING CLAUSE.

Planning and Development

8. Consider a resolution authorizing the City Manager to execute a Development Agreement between the City of Belton and McLean Commercial Ltd. regarding Sendero Estates Subdivision, a 59.56 acre tract, located on the west side of Wheat Road, east of Boxer Road, and north of the US Highway 190, and amending the Water/Sewer and General Fund budgets.

Director of Planning Erin Smith explained to the Council that this item was to authorize a development agreement between the City and McLean Commercial, Ltd., concerning the Sendero Estates Subdivision (formerly known as Chisholm Trail West). The preliminary plat for this subdivision was approved by Council on June 24, 2015, and included a proposal to convey 4.29 acres of right-of-way (ROW) for the future Lake-to-Lake Road ROW following a major subdivision redesign at the City's request.

Mrs. Smith explained that a second means of egress is required when there are more than 30 residential lots in a proposed subdivision. The developer initially proposed to provide a second means of egress by extending Pointer Street to the existing Twin Lakes Addition subdivision. During review of the plat, it was determined that a storage building owned by Mary and Genaro Galindo is located within Pointer Road ROW. Mrs. Smith stated that the developer is now proposing to construct a collector street extending northward from Highway 190 to satisfy the requirement for a second means of egress. The developer is proposing to pave the portion of Pointer Road within his subdivision to the Lake-to-Lake Road ROW for a possible connection in the future. To ensure a street connection will be possible in the future, the developer has committed to providing a concrete pad to assist in the relocation of the storage building.

Mrs. Smith stated that in November 2014, the City submitted a request to the Public Utility Commission to transfer the Dog Ridge Water Supply Corporation (DRWSC) Certificate of Convenience and Necessity (CCN) to the City of Belton. The DRWSC Board voted to relinquish the CCN and allow full certification by the City of Belton so that Belton may serve this subdivision with City water. Mrs. Smith added that the developer paid DRWSC \$50,000 for this opportunity for city water service. The development agreement includes funds to be paid by the developer to complete the transfer of the water CCN to the City of Belton.

Mrs. Smith said that Staff is recommending additional funds be allocated to allow for sewer and water line oversizing, from 8-inch to 12-inch lines. This oversizing will accommodate future growth to the north and west of this subdivision. She said that Staff is also proposing to accept Tract A for regional drainage purposes.

She provided the following information that outlines the obligations of the developer and City:

The developer agrees to the following items in relation to this subdivision:

- a. Dedicate Tracts C and D for Lake-to-Lake Road, totaling 4.29 acres as shown on the attached Sendero Estates Subdivision plat. This will satisfy the Developer's obligation for this roadway.
- b. Donate concrete pad for the relocation of the storage building in Pointer Road right-of-way owned by Mary and Genaro Galindo at 1191 Boxer Road (Block 4, Lot 15 of Twin Lakes Addition) onto their lot prior to acceptance of the subdivision by the City.
- c. Fund a portion of the Water CCN transfer costs at \$15,760.
- d. Secure final subdivision plat approval by City.

The <u>City</u> agrees to the following:

- a. Compensate developer \$57,915.50, at time of acceptance of subdivision by City, for dedication of 4.29 acres of Lake-to-Lake Road right-of-way, as shown on the attached Sendero Estates Subdivision plat.
- b. Reimburse developer \$23,182 to oversize from 8-inch to 12-inch sewer line at time of acceptance of improvements by City.
- c. Reimburse developer \$8,868 to oversize from 8-inch to 12-inch water line at time of acceptance of improvements by City.
- d. Pay the balance of the Water CCN transfer costs of \$8,150.
- e. Accept ownership of Tract A for drainage purposes.

Councilmember Jerri Gauntt pointed out that the City is paying to oversize pipes for an area that the City may not serve in the future since it is still within DRWSC's CCN. City Manager Listi responded that the transfer of the Water and Sewer CCN is pending, and we are hopeful that it will be resolved soon. He stated that the City believes it is prudent to oversize at this time since it is believed that the City will be the utility provider in the future. Mrs. Gauntt said she just wanted to point out that we are spending \$31,000 to oversize pipes in an area that we have nothing to do with at this time.

Councilmember Pearson stated that it would be astronomically more expensive to do it in the future, and he felt it was prudent to complete it now.

Councilmember Gauntt clarified that there will be sidewalks in the subdivision. Mrs. Smith reassured her in saying the sidewalks were a plat item, and they will be addressed when the plat is brought forward to Council at their next meeting.

Upon a motion by Councilmember Dan Kirkley and a second by Councilmember Craig Pearson, the following captioned resolution was unanimously approved upon a vote of 6-0.

RESOLUTION NO. 2016-11-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BELTON AND MCLEAN COMMERCIAL, LTD., FOR RIGHT-OF-WAY CONVEYANCE, SIDEWALK CONSTRUCTION, DRAINAGE, AND WATER/SEWER LINE OVERSIZING ASSOCIATED WITH THE SENDERO ESTATES SUBDIVISION PLAT LOCATED ON THE WEST SIDE OF WHEAT ROAD, EAST OF BOXER ROAD, AND NORTH OF US HIGHWAY 190; PROVIDING FOR DEVELOPER AND CITY OBLIGATIONS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

- 9. Receive a report of Council requested analysis of the following items and provide direction to Staff on possible code changes:
 - A. tree mitigation standards in the Design Standards;
 - B. <u>cul-de-sac length in the Subdivision Ordinance; and</u>
 - C. maximum lots served by one means of access in the Fire Code.

Director of Planning Erin Smith said that at Council's request, City staff reviewed the current standards for tree mitigation, cul-de-sac length and means of access, and completed an analysis of area city requirements. Mrs. Smith explained to the Council that she would like to address each item individually, and then allow for discussion before moving to the next item. She added that this item is strictly for discussion and to receive some policy direction from the Council.

TREE MITIGATION

Mrs. Smith stated that removal of a heritage tree requires a 3:1 replacement according to the City's Design Standards. When it is determined by City Staff that replanting trees on site is not feasible, an applicant is required to pay \$50 per diameter inch of heritage tree removed. These funds are used in the City's tree program for the planting, pruning, and irrigation of trees on public property. When the Design Standards were first adopted in 2009, the tree replacement fee for removal of a heritage tree was \$200 per diameter inch. Some Councilmembers suggested at their meeting on February 1, 2016, that perhaps this reduction had gone too far.

Mrs. Smith explained that City staff researched area city requirements including the cities of Copperas Cove, Harker Heights, Killeen, and Temple. These area cities do not have tree mitigation requirements. The City of Temple I-35 corridor overlay district states that trees in the floodplain shall be protected or a contribution of \$100

per caliper-inch fee is recommended; however, there are no other tree replacement requirements.

Mrs. Smith also explained that the 2009 Design Standards required a tree mitigation fee of \$200 per diameter inch, and the current Design Standards adopted in 2014 reduced that tree mitigation fee to \$50 per diameter inch. She said that it is Staff's judgment that changing the fee to \$100 per diameter inch may represent a more appropriate compromise between the mitigation fee in 2009 and the current Design Standards. She added that this fee could help staff encourage mitigation of heritage trees, as opposed to paying tree mitigation fees when feasible, and when not possible, it will generate funds for tree replacement.

In addition to changes to the tree mitigation fee, she recommended changing the 3:1 replacement to a 1:1 replacement to encourage the replacement of trees instead of payment of the fee. She explained that sometimes a developer is unable to replace the number of trees required under a 3:1 replacement due to size constraints of the property.

Councilmember Gauntt asked for a definition of a heritage tree. Mrs. Smith stated that it varies per species of trees. Mrs. Gauntt said that the last heritage tree that had been discussed was an approximately 40-inch diameter live oak. She said she didn't feel the 2009 requirement of \$200 per diameter inch was too much given the age of some of the trees that are removed.

Mayor Pro Tem David K. Leigh said he agreed with a 1:1 ratio and also recommended increasing the fee to encourage tree replacement.

Mayor Marion Grayson said that she had been researching this issue and felt that the City of Flower Mound is similar to Belton. She said they are facing these same types of issues, and she recommended contacting them. She also said that that the City is taking in a lot of money, but isn't really planting many trees, so the money is sitting in the account unused. She suggested that perhaps the City consider planting trees in residential areas that don't have trees if the property owners desire trees. She said that by cutting down trees without replacing them, Belton's canopy is reduced. She said that the City should not delay replacing trees since it takes so long for them to grow. She said, "Gathering up dollars isn't fixing our canopy." Mrs. Smith asked if the Mayor was including commercial property or just residential in the tree program. The Mayor replied, "Residential."

Councilmember Dan Kirkley said he agreed with the 1:1 ratio. He said the City receives funds from developers for trees that were removed on private property, so he thinks it is good to replace trees on private property. Mayor Grayson agreed, and stated that the ordinance now allows tree planting only on public property. Mrs. Smith suggested that the policy be changed to allow the money to be used on either public or private property.

Manager Listi suggested that City staff develop a plan on how the money will be spent. City Attorney John Messer stated that Yettie Polk Park and Confederate Park have lost more trees than have been replaced, and he recommended spending more of the money in those parks where the City has made a large investment.

Mr. Messer also said that the City needs to follow up with developers who are required to replant a certain number of trees because so many of the replacement trees die within the first year. He said that the policy needs to include an enforcement mechanism. Mrs. Smith stated that there was a provision that requires the developer to keep the trees alive a minimum of two years. Mr. Messer stated that requirement was not being enforced at this time to his knowledge.

Councilmember Jerri Gauntt stated her concern about the possibility of drought causing the trees to die although the developer planted them in good faith.

Mayor Pro Tem Leigh said that the City should make a covenant with property owners whereby the City will provide the tree and plant it, but the property owner must water and keep it alive. However, he admitted that it would be hard to enforce.

Councilmember Gauntt also voiced concern that we are using public money to improve private property if we provide trees to residents. Councilmember Dan Kirkley pointed out that we do the same thing with façade improvement grants, and he said that the City could come up with something like a tree grant if it was vetted properly.

Mrs. Smith recapped the discussion to include reviewing how Flower Mound's tree mitigation policy works, changing policy language to include planting trees on private or public property, changing the tree mitigation fee to \$100 per diameter inch and the tree mitigation ratio to 1:1.

CUL-DE-SAC LENGTH

Mrs. Smith said that the City's current requirement for cul-de-sac length is 600 feet. She researched other area cities and provided the following information.

Killeen: Cul-de-sac streets shall be limited in length to 300 feet and shall provide a turnaround having an outside roadway diameter of at least 80 feet.

Salado: Cul-de-sacs can be no more than 600 feet in length.

Copperas Cove: Cul-de-sacs can be no more than 600 feet in length. This minimum may be increased by the city engineer where conditions warrant. Dead-end streets cannot exceed 1,000 feet in length.

Belton: The maximum length of a cul-de-sac or dead-end street with a permanent turnaround shall usually not exceed 600 feet, except under unusual conditions with the approval of the Planning and Zoning Commission.

Harker Heights: For subdivisions with lots of less than 1 acre, cul-de-sac streets shall not exceed 800 feet in length. For single family subdivisions with lots greater than 1 acre, the length may not exceed 1,200 feet. All cul-de-sacs shall be provided at the closed end with a turn-around having a minimum radius of 38 feet back of curb to back of curb with a 50 foot right-of-way required.

Temple: Can exceed 1,000 feet but intermediate turnarounds are required when it does.

Mrs. Smith recommended changing the maximum cul-de-sac length to 1,000 feet or requiring the construction of an intermediate turnaround when the length of a cul-de-sac is greater than 1,000 feet, similar to the City of Temple requirements. She also recommended amending the City's Design Manual to include design criteria for cul-de-sacs.

Councilmember Kirkley stated that he did not understand the different lengths and why one would be better than another. He requested input from the Fire Chief about what was best for turning around fire trucks, etc.

Mr. Steve Sheppard of McLean Construction provided some history on the changes to cul-de-sac length in Killeen. He said it was due to school busses.

Councilmember Kirkley asked if exceptions were bad. Manager Listi responded that because there have been a large number of them recently, it shows that something is not quite right — either we are being too lenient and approving too many, or it makes you wonder if the standard is right. In Belton we also have topography issues that perhaps other cities do not have. Mr. Kirkley asked Mr. Listi if he felt the 1,000 feet length was better. Mr. Listi responded that it would depend on the density of the lots.

City Attorney Messer said the Council definitely needs to factor in density of the lots. Councilmember Paul Sanderford also agreed that density needs to be considered.

Councilmember Gauntt suggested that we contact the Killeen ISD transportation division and ask them for their opinion. Councilmember Pearson said he felt the width seemed small for turning busses and fire trucks. Mr. Messer said that assumes there is no street parking. Mr. Pearson said he wants Staff to factor in the turning radii of the fire trucks and busses. A discussion of street widths ensued.

Mayor Grayson asked to be given names of some existing streets that are 600 feet so that she can visualize the length. She also asked for some that are 1000 feet in length as well to do a comparison.

Mrs. Smith recapped the discussion to include contacting the ISDs for their input, allowing parking on one side of the street, and providing examples of existing cul-desac lengths in Belton with pavement widths. She also stated that she would look at density as a part of the policy.

Fire Code Means of Egress Requirements:

Mrs. Smith stated that the City requires a second means of egress when subdivisions contain more than 30 lots. The cities of Harker Heights, Copperas Cove and Killeen have the same requirement. The cities of Salado and Temple require a second means of access when there are 50 or more lots.

Mrs. Smith recommended allowing a variance to the maximum lot requirement of 30, when considered reasonable based on a future plat phase, with the developer providing an alternate emergency access to the satisfaction of the Fire Marshal.

She said that at this time, Staff is not recommending an amendment to the City's requirements. Councilmember Pearson stated that a lot of the research to be done on cul-de-sac length would provide information for this as well.

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

There being no further business, the meeting was adjourned at 6:25 p.m.

	Marion Grayson, Mayor	
ATTEST:		

Staff Report – City Council Agenda Item



Agenda Item #5

Consider authorizing the City Manager to execute an Interlocal Agreement with Bell County for seal coating streets within the Belton city limits.

Originating Department

Public Works – Byron Sinclair, Director of Public Works

Summary Information

This item represents our efforts to improve the cost effectiveness of the City's seal coat program by partnering with Bell County via Interlocal Agreement for the seal coating of streets within Belton city limits. Seal coating is a proven preventative maintenance process used to extend the life of a street by applying a calculated amount of asphalt emulsion and topping the emulsion with rock chips. The maintenance is performed on sections of roadways that are in close proximity or adjacent to areas where the County is performing maintenance on their roadways. This Interlocal Agreement will allow the city to receive a fair price for the work completed without placing a large burden on the county workforce. This year's agreement has substantially fewer square yards of seal coating than in previous years due to the areas the County has scheduled for maintenance.

The City has worked with the County in this same manner for several years; the City has identified areas near the city limits, and near the area the County will be working, which are in need of this type of maintenance. The City has worked with the County to develop the material quantity estimates, and the City will pay the County for the actual cost of material used.

The County is responsible for:

- Working with the City to develop a plan for which streets would be included each year;
- Providing labor, equipment, and material to prepare the roadway for seal coating (including patching potholes, leveling, edgework, and sweeping the surface);
- Furnishing and installing all materials for the roadway;
- Sweeping the roadway of loose aggregate after the roll compaction process is complete;
 and
- All site cleanup

Fiscal Impact
\$125,000 is budgeted in FY 2016 for seal coating.
Amount: \$14,874.60
Budgeted: Yes
If not budgeted: Budget Transfer Contingency Amendment Needed
Funding Source(s): General Fund Street Department
Recommendation
Authorize the City Manager to execute an Interlocal Agreement with Bell County for seal coating streets within the Belton city limits.
<u>Attachments</u>

IN THE COUNTY OF BELL

INTERLOCAL COOPERATION AGREEMENT

STATE OF TEXAS

WHEREAS, the parties to this agreement believe that it is in the best interest of the public to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of intergovernmental contracting authority at the local level including contracts between counties and other political subdivisions as permitted by the Government Code 791.011; and Vernon's Ann. Tex. Stat.;

WHEREAS, the parties to this agreement believe that efficient utilization of publicly owned property is in the best interest of the public;

THEREFORE BE IT RESOLVED AND AGREED THAT THE Commissioners' Court of Bell County, Texas, and The City of Belton, Texas, who are the parties to this agreement, enter into a contract for the purpose as set out in the next paragraph.

<u>PURPOSE</u>

This agreement is for <u>Seal Coating and furnishing cold mix</u> on various streets located in Belton, Texas. Exhibit "A" shows the location for these projects. These segments are connected to County Roads that are planned for the upcoming seal coat plan.

The County will provide labor, equipment, and materials to: 1) place hot mix level course, 2) distribute asphalt and aggregate for the final surface, and 3) sweep loose aggregate afterwards.

The City of Belton, Texas, will reimburse Bell County for actual cost of all materials used.

TERMS

This agreement shall be for a term of <u>12 months</u> beginning from the date of execution by both parties unless either party sends written notice of termination to the other party by certified mail deliverable to Bell County Courthouse in Belton, Texas or unless the stated purpose of this agreement has been completed. Once notice of termination is sent, it shall be effective to terminate this agreement after the expiration of 30 days from the date notice is sent by certified mail.

Bell County will provide traffic control during the seal coat and level up streets shown in the Exhibit "B". These streets are Dillard, Shanklin, and Dogridge Rds. This work will likely be performed in the summer of 2016. Bell County will communicate with the City of Belton to schedule the work to meet the needs of both parties.

The City of Belton shall 1) locate and pay for utility adjustments, if necessary, 2) pay for the material cost on the seal coat project at Bell County's actual cost, and 3) address citizen requests and handle public information releases, if necessary.

MODIFICATION

This agreement constitutes the entire agreement between the parties, and it may be modified only by mutual consent of the parties and changes become effective when stated in writing, approved by the governing bodies of the parties, and executed by the authorized representatives of the County and the City of Belton, Texas.

FEES

The City of Belton, Texas, agrees to pay the County the actual cost of materials which has been estimated at \$14,874.60 for seal coating, level up, and contract pavement markings performed by Bell County. This estimate is based upon the Engineer's Estimate of Probable Cost shown in Exhibit "B". Actual cost may vary due to supplier unit cost changes or quantity changes during construction. Any modifications to the quantities shall be mutually agreed upon. The payment of said fees shall be by a method as follows: Check made payable to Precinct 1 Maintenance.

<u>INSURANCE</u>

The Bell County Road and Bridge Department agrees that it shall have a valid policy of insurance which will cover any reasonable claim of damages to person or property, such occurrence of damages relating to alleged acts of negligence committed by said party.

INDEMNIFICATION

The City of Belton, Texas, agrees to indemnify and save Bell County from all claims, demands or allegations of damages of any person or persons by the reason of the execution of the terms of this agreement, if such claims, demands or allegations of damages are not the result of negligent acts of Bell County, its employees or authorized agents.

EXECUTION

This agreement having been approved by the Commissioners' Court of Bell County and by the City Council of the City of Belton, Texas, parties hereby bind themselves to this agreement as evidenced by the authorized signatures below.

Signed and executed this day of	, 2016
COUNTY OF BELL STATE OF TEXAS	CITY OF BELTON, TEXAS
BY:	BY:
Jon Burrows County Judge	Sam A. Listi City Manager
ATTEST:	ATTEST:
Shelley Coston County Clerk	Amy M. Casey City Clerk
County Clerk	City Cierk

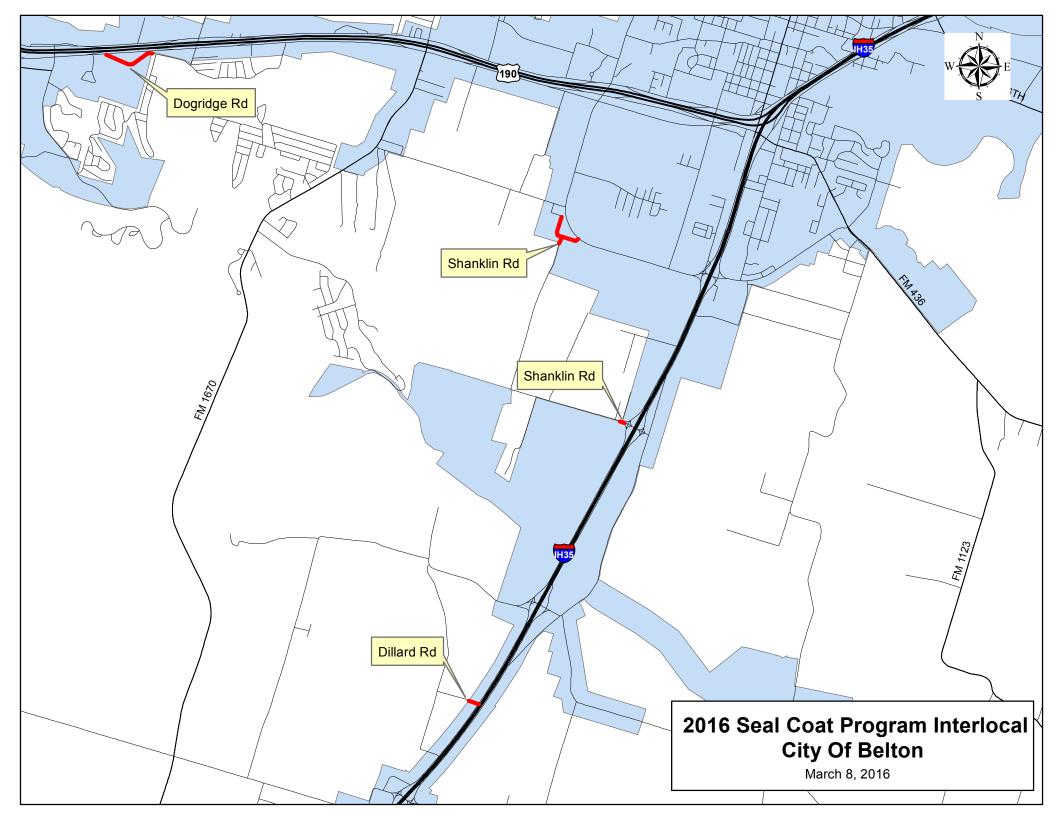


Exhibit B 2016 Seal Coat Program - Interlocal City of Belton - Proposed

\$ 65.00 \$ 65.00 \$ 1.30

						7	•	•	
ROAD NAME	MILES	WIDTH (FT)	L-4 (CY)	HOT MIX (TON)	EMULS (GALS)	L-4 COST	HOT MIX COST	EMULS COST	PROJECT LIMITS
Dillard	0.06	20	11	5	400	\$ 715.00	\$ 325.00	\$ 520.00	City Limits to IH35 Service Road
Shanklin	0.23	23	35	7	1550	\$ 2,275.00	\$ 455.00	\$ 2,015.00	City Limits to LP 121
Shanklin	0.06	18	11	15	400	\$ 715.00	\$ 975.00	\$ 520.00	City Limits to Shanklin
Dogridge	0.36	18	40	20	1892	\$ 2,600.00	\$ 1,300.00	\$ 2,459.60	City Limits to US190 Service Road
	0.71	79	97	47	4242	\$ 6,305.00	\$ 3,055.00	\$ 5,514.60	
								\$ 14,874.60	Total Cost

Basis of estimate Aggregate - L4 - 1 CY to 110 SY

Asphalt Rate - L4 - .5 GAL per SY

Staff Report – City Council Agenda Item



Agenda Item #6

Consider authorizing the City Manager to execute an Interlocal Agreement with the City of Temple for automatic aid between Temple Fire Department and Belton Fire Department.

Originating Department

Fire Department - Bruce Pritchard, Chief

Summary Information

This is an agreement between the Belton Fire Department and the Temple Fire Department to establish an automatic response to specific areas within the city limits of Belton and Temple as shown on the attached map. Currently there is a Mutual Aid Agreement between the two departments to assist when specifically requested by either department. This agreement would automatically deploy appropriate emergency vehicles and personnel to specific areas outlined in the agreement without a specific request from either department. Allocation of equipment would be subject to emergency conditions in each respective city. The agreement also provides for joint training exercises.

Fiscal Impact

Interlocal Agreement Map of response areas

Amount: No substantive costs, but rather a supplement to each Department's emergency service provisions.
Budgeted: Yes No Capital Project Funds
If not budgeted: Budget Transfer Contingency Amendment Needed
<u>Recommendation</u>
Recommend authorizing the City Manager to execute the Interlocal Agreement.
Attachments

City Council Agenda Item March 22, 2016 Page 1 of 1

INTERLOCAL AGREEMENT FOR AUTOMATIC AID FIRE SERVICES BETWEEN THE TEMPLE FIRE DEPARTMENT AND THE BELTON FIRE DEPARTMENT

This Interlocal Agreement for Automatic Aid Fire Services ("Agreement") is entered into by and between the City of Temple, a home rule municipality in the State of Texas ("Temple") and the City of Belton, also a home rule municipality in the State of Texas ("Belton") for the mutual automatic aid assistance between the Temple Fire Department and the Belton Fire Department. Temple and Belton may hereinafter be referred to individually as the "Party" and/or collectively as the "Parties."

WHEREAS, the governmental entities which are Parties to this Agreement desire to enter into an agreement concerning automatic aid fire services;

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the Texas Government Code §791.006 specifically authorizes interlocal agreements for fire services;

THEREFORE, the Parties mutually agree to provide automatic aid assistance as set forth below:

TERMS.

- 1) Each Party agrees to provide automatic assistance to the other upon the occurrence of an emergency condition in any portion of the designated service area as set forth in Attachment 'A,' attached hereto and incorporated herein for all purposes, with the predetermined amount of firefighting equipment, emergency medical equipment and/or personnel in order to assist in the protection of life and property. For the purposes of this Agreement, "emergency conditions" shall include any condition requiring fire protection or emergency medical services, or both.
- 2) The amounts and types of assistance to be dispatched shall be agreed to by the Chief of the Belton Fire Department and the Chief of the Temple Fire Department and may be amended or revised at any time by mutual agreement of the Fire Chiefs as conditions may warrant. The current scope of this mutual aid agreement is outlined in Attachment 'A.'
- 3) The predetermined amount of aid, type of equipment, and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either Party's forces at the time of need for assistance under this Agreement.
- 4) In fulfilling their obligations provided for in this Agreement, both Parties shall comply with the procedures set forth in Attachment 'A.'

- 5) Each Party shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting City and regardless of whether such employees were acting under the authority, direction, suggestion, or orders of an officer of the requesting City. This assignment of civil liability is specifically permitted by section 791.006 (a-1) of the Texas Government Code and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Texas Government Code.
- 6) All personnel acting on behalf of the Party's fire department under this agreement during the time services are required, shall be paid firefighters of the Party's fire department at the time of performance, or members of an organized volunteer fire department which renders firefighting services.
- 7) All claims for workers compensation benefits arising out of this agreement shall be the sole responsibility of the party who is the general employer of the employee filing such claim. At no time shall the employees of a responding party be considered to be borrowed servants or on loan to the requesting party under this agreement.
- 8) Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits, including health, property, motor vehicle, or workers' compensation, disability, death, and dismemberment insurance for the other Party's employees and/or equipment. Nothing contained in this Agreement shall be construed as making the Requesting Party responsible for wages, materials, logistical support, equipment, or related travel expenses incurred by the Responding Party.
- 9) Each Party shall own, lease or rent all equipment used by that Party in the execution of this Agreement, and each Party shall be solely responsible for its equipment and property, including any losses or damages, in the performance of this Agreement.
- 10) Each Party shall bear their own costs in the execution of this Agreement. Neither Party shall be reimbursed by the other for costs incurred pursuant to this agreement.
- 11) The mutual obligations herein shall constitute full compensation for all services, and neither Party shall be entitled to any reimbursement for assistance hereunder. Neither Party shall have any liability for failure to expend funds to provide aid hereunder. Each Party understands and agrees that both Parties have certified funds under this Agreement, and neither Party shall have a cause of action for money against the other Party under this Agreement irrespective of the nature thereof. The sole remedy for failure to provide aid in accordance with this Agreement or for breach of any provision of this Agreement is termination.
- 12) The Parties agree that at all times while equipment and/or personnel are traveling to, from, or within the geographical limits of the other Party in performance of this Agreement, such equipment and/or personnel shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party which regularly utilizes

or employs such equipment or personnel. Further, such personnel shall be deemed to be engaged in a governmental function of their respective City.

TERM.

This Agreement shall be in full force and effect until rescinded in writing by either party. This agreement shall be reviewed annually and may be amended or revised from time to time as required and upon the mutual agreement of the Parties' Fire Chiefs.

NOTICE.

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

CITY OF TEMPLE

Temple Fire Department Chief Mitch Randles 210 N. 3rd Street Temple, Texas 76501

CITY OF BELTON

Belton Fire Department Chief Bruce Pritchard 420 Sparta Road Belton, Texas 76513

COMPLIANCE.

Both Parties shall comply with all Federal, State and City statutes, ordinances and regulations applicable to the performance of the services under this Agreement.

ENTIRE AGREEMENT.

This document embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements, understandings, oral or written, with reference to the subject matter contained herein that are not merged here or superseded by this Agreement.

AMENDMENTS.

No alteration, change, modification, or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both Parties hereto and approved by appropriate action of the governing body of each Party.

WAIVER.

No waiver of performance by either Party shall be construed as or operate as a waiver for any subsequent default of any terms, covenants, and conditions of this Agreement.

GOVERNING LAW AND VENUE.

In the event of any action arising under this Agreement, venue shall be in Bell County, Texas or in the United States District Court for the Western District of Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

SEVERABILITY.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

TERMINATION/FORCE MAJEURE.

This Agreement may be terminated by either Party for any reason with 30 days advance written notice to the other Party. Neither Party shall be responsible for damages nor expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe, or other event reasonably beyond the control of the Party, occur and cause such damage or prevent the performance of any obligation contained within this Agreement.

EXECUTION.

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

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

THE CITY OF TEMPLE, TEXAS	THE CITY OF BELTON, TEXAS							
By: Jonathan Graham, City Manager	By: Sam A. Listi, City Manager							
ATTEST:	ATTEST:							
Lacy Borgeson, City Secretary	Amy M. Casey, City Clerk							
APPROVED AS TO FORM:	APPROVED AS TO FORM:							
City Attorney's Office	City Attorney's Office							

ATTACHMENT 'A'

Fire Apparatus will respond on first alarm structural fire incidents and non-structural fire incidents, if designated, in the stipulated response areas.

Advanced life support units/rescue will respond to medical emergencies, if designated, in the stipulated response areas.

Fire/EMS units required in addition to first alarm assignment must be requested in accordance with procedures established in the most recently executed Interlocal Mutual Aid Agreement for Fire Services executed between the Parties, as may be amended from time to time.

Response Areas

Fire Response

- A. Belton will provide the following to Temple:
 - 1. Ladder Truck to the area west of old Waco road and within Station #7's response district.
 - 2. Boat with crew to anywhere on Lake Belton within the City limits of Temple.
 - 3. An engine to the area of Charter Oaks Drive to Pea Ridge Road
 - 4. An engine to the area of East 93 to 31st Street.
 - 5. An engine will respond to Temple Station-3 on a three alarm fire incidents when requested by a representative of Temple Fire Department.
- B. Temple will provide the following to Belton:
 - Engine with personnel or Ladder Truck to all structure fires involving buildings of two stories or more within Belton City Limits including apartment complexes and University of Mary Hardin Baylor dormitories.
 - 2. Ladder Truck to all structure fires involving Commercial buildings.

Emergency Medical Service Response/Rescue

Belton Fire Department EMS will respond with an ALS ambulance and Engine to motor vehicle accidents in areas in close proximity to Temple city limits on I.H. 35, F.M. 93 East, and F.M. 2271 in cooperation with the Temple's contracted Emergency Services Provider.

Training

Joint training exercises are to be conducted, at a minimum four times per year to comply with the Insurance Service Organization (ISO). The training exercises will be coordinated and observed by the respective department training officer or designee, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications. The following topics may be utilized for the establishment of training parameters, when applicable:

- 1. Apparatus Familiarization
- 2. Boat operation procedures
- 3. Coordination of Engine Companies and EMS units
- 4. EMS procedures
- 5. Equipment/Minor Tools Carried
- 6. 5-Inch Hose Program Procedures
- 7. Incident Command System
- 8. Communication Procedures

Communications

- Dispatch of an Automatic Aid request will be toned out on the responder's primary radio channel.
- Communications from the Dispatch Center to mobile units and fire ground communications utilizing portable radios will be on the radio Talk group utilized by the Department in whose jurisdiction the emergency incident occurs.
- Communications procedures and documents will be provided at the initial training session and updated as needed thereafter.
- Upon receipt of an alarm in any of the designated response areas, the dispatch center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will take command of the incident until relieved by the appropriate authority. Overall command of the incident will be assumed by the jurisdictional department upon arrival at the scene.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Assisting units shall cooperate with jurisdictional units to provide necessary information.









March 22, 2016

The Honorable Mayor and Members of the City Council City of Belton, Texas:

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Belton, Texas (the "City") for the year ended September 30, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 27, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note I to the financial statements. As described in Note IX to the financial statements, the City adopted Governmental Accounting Standards Board ("GASB") Statements No. 68, Accounting and Financial Reporting for Pensions – an amendment of GASB No. 27, and No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date - an amendment of GASB No. 68, effective October 1, 2014. GASB No. 68 provides new requirements for accounting for defined benefit pension plans, primarily focusing on the recognition of a net pension asset or liability in the statement of net position. GASB No. 71 provides requirements on accounting and reporting for contributions made to defined benefit pension plans after the measurement date, primarily focusing on the recognition of a deferred outflow of resources in the statement of net position. As a result of the adoption of GASB No. 68 and 71, net position of the City for governmental activities, business-type activities, and the Belton Economic Development Corporation, Inc. was decreased by \$606,894, \$116,359, and \$12,963, respectively, at October 1, 2014. Net position for the water and sewer fund and drainage fund was decreased by \$109,235 and \$7,124, respectively, at October 1, 2014. No other new accounting policies were adopted and the application of existing policies was not changed during 2015. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The Honorable Mayor and Members of the City Council City of Belton, Texas March 22, 2016 Page 2

Significant Audit Findings (continued)

Qualitative Aspects of Accounting Practices (continued)

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

- Allowance for doubtful accounts -- Management's estimate of the allowance for doubtful accounts is based upon historical loss levels of refuse, water and sewer, and drainage receivables; and an analysis of the collectability of individual accounts.
- Useful lives of depreciable assets -- Management's estimate of useful lives of assets is based upon historical experience.
- Net pension liability and related deferred outflows and inflows of resources Management's estimate of the net pension liability and related deferred outflows and inflows of resources is based on actuarial assumptions for the pension plan along with historical experience and performance under the plan.

We evaluated the key factors and assumptions used to develop the estimates described above in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The following adjustment proposed by us for material misstatement detected as a result of audit procedures was approved by management: properly record debt issuance costs for the governmental and enterprise funds and bond premiums for the enterprise fund.

The Honorable Mayor and Members of the City Council City of Belton, Texas March 22, 2016 Page 3

Significant Audit Findings (continued)

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 11, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, the City's schedule of changes in net pension liability and related ratios, and the schedule of contributions, which are required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

The Honorable Mayor and Members of the City Council City of Belton, Texas March 22, 2016 Page 4

Other Matters (continued)

We were engaged to report on the combining and individual fund financial statements and schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it

Restriction on Use

This information is intended solely for the use of the management, the City Council, management and others within the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Governmental Unit:	City of Belton, Texas	September 30,	2015

Opinion Unit: Government Wide - Governmental Activities	
---	--

				Financial Statements Effect—Amount of Over (Under) Statement of:									
Description (Nature) of Audit Difference	Known (K) or Likely (L)	Cause	Work- paper Ref.	Total Asse and Deferre Outflows	ed	Total Liabilities and Deferred Inflows		let Position	Reve	nues	Expenses		change in
NONE				\$ -		\$ -	\$	-	\$	-	\$ -	\$	-
Net unadjusted audit dif	ferences—this	year		\$ -		\$ -	\$	-	\$	-	\$ -	\$	-
Effect of unadjusted audit	differences—p	orior years							\$	-	\$ -	\$	-
Total audit differences				\$ -		\$ -	\$	-	\$	-	\$ -	\$	-
Financial statement caption	on totals			\$ 47,991,66	63	\$ 18,429,049	\$	29,562,614	\$ 18,6	52,904	\$ 14,609,832	\$	4,043,072
Net audit differences as	% of F/S capti	ons		0.00	0%	0.00%		0.00%		0.00%	0.00%		0.00%

Governmental Unit:	City of Belton, Texas	l
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September 30, 2015

Opinion Unit:

Government Wide - Business-Type Activities

				Financial Statements Effect—Amount of Over (Under) Statement of:						f:				
Description (Nature) of Audit Difference	Known (K) or Likely (L)	Cause	Work- paper Ref.	and	tal Assets d Deferred Outflows	and	Total labilities I Deferred Inflows	Net Position	F	Revenues	E	Expenses		ange in Net Position
To properly adjust accrued bond interest payable at year-end.	L	Client does not typically adjust the liability for accrued bond interest year over year.	M.023	\$	_	\$	(14,428)	\$ 14,428	\$	_	\$	(14,428)	\$	14,428
Total audit differences				\$	-	\$	(14,428)		\$	-	\$	(14,428)		14,428
Effect of unadjusted audit	differences—	prior years							\$	-	\$	10,733		(10,733)
Total audit differences				\$	-	\$	(14,428)	\$ 14,428	\$	-	\$	(3,695)	\$	3,695
Financial statement caption	on totals			\$	42,907,624	\$ 1	6,640,625	\$ 26,266,999	\$	8,413,760	\$	6,487,386	\$	1,926,374
Net audit differences as	% of F/S capt	tions			0.00%		-0.09%	0.05%		0.00%		-0.06%		0.19%

Governmental Unit:	City of Belton, Texas	Financial Statement Date:	September 30, 2015

Opinion Unit: Component Unit

					Financial Statements Effect—Amount of Over (Under) Statement of					t of:					
Description (Nature) of Audit Difference	Known (K) or Likely (L)	Cause	Work- paper Ref.	an	otal Assets ad Deferred Outflows	and	Total iabilities d Deferred Inflows		et Position	R	devenues	E	openses		inge in Net Position
To properly adjust compensated absences	L	Client does not typically record liability for													
payable at year-end.		compensated absences for the EDC.	N.020	\$	_	\$	(9,028)	\$	9,028	\$	_	\$	(9,028)	\$	9,028
To properly adjust accrued bond interest payable at year-end.	L	Client does not typically adjust the liability for accrued bond interest year													
		over year.	M.023	\$	-	\$	2,108	\$	(2,108)	\$	-	\$	2,108	\$	(2,108)
Total audit differences	-			\$	-	\$	(6,920)	\$	6,920	\$	-	\$	(6,920)	\$	6,920
Effect of unadjusted audi	t differences—	prior years								\$	-	\$	7,716	\$	(7,716)
Total audit differences				\$	-	\$	(6,920)	\$	6,920	\$	-	\$	796	\$	(796)
Financial statement capti	on totals			\$	9,013,936	\$	866,174	\$	8,147,762	\$	1,642,962	\$	896,179	\$	746,783
Net audit differences as	s % of F/S capt	tions			0.00%		-0.80%		0.08%		0.00%		0.09%		-0.11%

Governmental Unit:	City of Belton, Texas	September 30, 2015
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Opinion Unit: General Fund

					Financial Statements Effect					-Amount of Over (Under) Statement of:							
Description (Nature) of Audit Difference	Known (K) or Likely (L)	Cause	Work-	Total A		and	Total abilities Deferred nflows		Fund Balance	Re	evenues and Other Sources		openditures and Other Uses		hange in Fund Balance		
To properly record property		Client has historically reported	рафонтон					_									
taxes receivable which are		on a cash basis.															
measurable and available.			L.022	\$	-	\$	11,678	\$	(11,678)	\$	(11,678)	\$	-	\$	(11,678)		
Net unadjusted audit differe	nces—this yea	r		\$	-	\$	11,678	\$	(11,678)	\$	(11,678)	\$	-	\$	(11,678)		
Effect of unadjusted audit diffe	erences—prior	years								\$	18,392	\$	-	\$	18,392		
Total audit differences				\$	-	\$	11,678	\$	(11,678)	\$	6,714	\$	-	\$	6,714		
Financial statement caption to	tals			\$ 6,923	3,948	\$ ^	1,179,595	\$ 5	5,744,353	\$	12,787,907	\$	12,648,134	\$	139,773		
Net audit differences as % of	of F/S captions			(0.00%		0.99%		-0.20%		0.05%		0.00%		4.80%		

xas
3

September 30, 2015

Opinion Unit: Debt Service Fund

					Financ	ial	Statement	ts E	ffect—An	nοι	ınt of Ove	r (U	nder) Stater	nen	t of:
							Total								
						L	iabilities								
							and			R	evenues	Ex	penditures	С	hange in
Description (Nature) of	Known (K)		Work-			E	Deferred		Fund	aı	nd Other	а	ind Other		Fund
Audit Difference	or Likely (L)	Cause	paper Ref.	Tot	al Assets		Inflows	E	Balance	5	Sources		Uses		Balance
To properly record property	K	Client has historically reported													
taxes receivable which are		on a cash basis.													
measurable and available.			L.022	\$	-	\$	2,539	\$	(2,539)	\$	(2,539)	\$	-	\$	(2,539)
Net unadjusted audit differe	nces—this yea	r		\$	-	\$	2,539	\$	(2,539)	\$	(2,539)	\$	-	\$	(2,539)
Effect of unadjusted audit diffe	erences—prior	years								\$	3,928	\$	-	\$	3,928
Total audit differences				\$	-	\$	2,539	\$	(2,539)	\$	1,389	\$	-	\$	1,389
Financial statement caption to	otals			\$	160,368	\$	27,906	\$	132,462	\$	948,612	\$	989,073	\$	(40,461)
Net audit differences as % of	of F/S captions				0.00%		9.10%		-1.92%		0.15%		0.00%		-3.43%

Governmental Unit:	City of Belton, Texas	Financial Statement Date:	September 30, 2015

Opinion Unit: Enterprise - Water and Sewer Fund

				Fina	nci	al Statement	s E	ffect—Amou	nt c	of Over (Und	der)	Statement of	of:	
Description (Nature) of Audit Difference	Known (K) or Likely (L)	Cause	Work- paper Ref.	al Assets and Deferred Outflows	Lia	Total abilities and Deferred Inflows		Fund Net Position	F	Revenues		Expenses		Change in Fund Net Position
To properly adjust accrued bond interest payable at year-end.	L	Client does not typically adjust the liability for accrued bond interest year over year.												
			M.023	\$ -	\$	(14,428)	\$	14,428	\$	-	\$	(14,428)	\$	14,428
Total audit differences				\$ -	\$	(14,428)	\$	14,428	\$	-	\$	(14,428)	\$	14,428
Effect of unadjusted audit of	differences—pi	rior years							\$	-	\$	10,733	\$	(10,733)
Total audit differences				\$ -	\$	(14,428)	\$	14,428	\$	-	\$	(3,695)	\$	3,695
Financial statement caption	n totals			\$ 40,283,638	\$	16,363,436	\$	23,920,202	\$	7,665,028	\$	6,307,069	\$	1,357,959
Net audit differences as	% of F/S caption	ons		0.00%		-0.09%		0.06%		0.00%		-0.06%		0.27%

City of Belton, Texas
Reports on Compliance and Internal Control
Under Governmental Auditing Standards and Office of Management and Budget Circular A-133 Schedule of Expenditures of Federal Awards September 30, 2015

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Honorable Mayor and Members of the City Council City of Belton, Texas:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Belton, Texas (the "City"), as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 11, 2016.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

March 11, 2016





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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

The Honorable Mayor and Members of the City Council City of Belton, Texas:

Report on Compliance for Each Major Federal Program

We have audited the City of Belton, Texas' (the "City") compliance with the types of compliance requirements described in the U. S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2015. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2015.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Belton, Texas, as of and for the year ended September 30, 2015,

and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon dated March 11, 2016, which contained unmodified opinions on those financial statements.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Jaynes, Reitmerer, Boyd & Therell, A. C.

March 11, 2016

Schedule of Findings and Questioned Costs Year Ended September 30, 2015

(1) <u>Summary of Auditor's Results</u>

Financial Statements

Type of auditor's re	eport issued: unmodified			
Internal control ov	er financial reporting:			
o	Material weakness(es) identified?	yes	X	no
o	Significant deficiency(ies) identified?	yes	X	none reported
Noncompliance ma	aterial to financial statements noted?	yes	X	no
Federal Awards				
Internal control ov	er major programs:			
o	Material weakness(es) identified?	yes	X	no
0	Significant deficiency(ies) identified?	yes	X	none reported
Type of auditor's romajor programs:	eport issued on compliance for unmodified			
	disclosed that are required to cordance with section 510(a) 3?	yes	X	no
Identification of m	ajor federal programs:			
CFDA Number 20.205	Name of Federal Program of Highway Planning and Constru			
	sed to distinguish between type A and	\$300,	,000	_
Auditee qualified a	as federal low-risk auditee?	_x_ yes		no

Schedule of Findings and Questioned Costs (Continued)

(2) <u>Financial Statement Findings</u>

None noted.

(3) Federal Award Findings and Questioned Costs

None noted.

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2015

Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass Through Entity Identifying Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
Passed through from:			
Texas Department of Agriculture:	14.220	721 4020	¢ 20.540
Community Development Block Grant	14.228	7214030	\$ 38,548
Total U.S. Department of Housing and Urban Development			38,548
U.S. Department of the Interior			
Passed through from:			
Texas Parks and Wildlife Department: Local Park Grant Program	15.916	48-00-1118	95,000
e e e e e e e e e e e e e e e e e e e	13.910	48-00-1118	
Total U.S. Department of the Interior			95,000
U.S. Department of Justice			
Direct Programs:	16.607		2.926
Bulletproof Vest Partnership Program	16.607		2,826
Passed through from:			
Office of the Governor - Criminal Justice Division:	4 0		
Edward Byrne Memorial Justice Assistance Grant	16.738	27644-01	23,040
Total U.S. Department of Justice			25,866
U.S. Department of Transportation			
Passed through from:			
Texas Department of Transportation:			
Highway Planning and Construction Cluster: I-35 Utility Relocation	20.205	STP 2010 (688) ES	31,439
Ninth Avenue Extension and Overpass Construction	20.205	0909-36-128	216,792
Ninth Avenue Extension (Cat 7)	20.205	0909-36-146	1,734,280
Chisholm Trail Hike and Bike Trail (TE)	20.205	0909-36-144	537,242
Extension of the Nolan Creek Pedestrian and Bike Trail Total Highway Planning and Construction Cluster	20.205	0909-36-135	25,102 2,544,855
Total U.S. Department of Transportation			2,544,855
Total O.S. Department of Transportation			2,344,633
Institute of Museum and Library Services			
Passed through from: Texas State Library & Archives Commission:			
Library Services & Technology Act Grants to States	45.310	715-15114	489
Total Institute of Museum and Library Services			489
·			
U.S. Department of Health and Human Services Passed through from:			
Central Texas Council of Governments:			
Aging Cluster:			
Special Programs for the Aging - Title III, Part B		-01-	40.050
Grants for Supportive Services and Senior Centers	93.044	2015	18,859
Total U.S. Department of Health and Human Services			18,859
U.S. Department of Homeland Security			
Passed through from:			
Texas Department of Public Safety:	07.042	15TV EMPC 1124	22.511
Emergency Management Performance Grant Emergency Management Performance Grant	97.042 97.042	15TX-EMPG-1134 14TX-EMPG-1134	32,511 3,062
Total U.S. Department of Homeland Security	91.0 4 2	1717-LWI O-1134	35,573
Total O.S. Department of Homeland Security			
Total Expenditures of Federal Awards			\$ 2,759,190

Notes to Schedule of Expenditures of Federal Awards

Year Ended September 30, 2015

(1) Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of the City of Belton, Texas (the "City") under programs of the federal government for the year ended September 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

(2) <u>Summary of Significant Accounting Policies</u>

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*, wherein certain types of expenditures are not allowed or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

Staff Report – City Council Agenda Item



Date: March 22, 2016

Case No.: Z-16-02
Request: CH to C-2
Applicant: Terry Potts

Agenda Item #8

Z-16-02 Hold a public hearing and consider a zoning change from Commercial Highway to Commercial-2 for an office warehouse on a 0.264 acre lot of land, located east of South Interstate Highway 35, west of Pat Drive, and north of Grove Road.

Originating Department

Planning - Erin Smith, Director of Planning

Case Summary

The applicant has submitted this request for a zone change to Commercial-2, to allow for office warehouses. To the north are East Loop 121 roadway, Bell Pawn, OceanQuest Pools, and Belton Stor-It; to the east are single family homes and Belton Auto Auction; to the south are UPS and Frito-Lay zoned Light Industrial; and to the west are Interstate Highway 35 roadway, Oxbow Steakhouse, and Bell County Expo Center.

Current Zoning Proposed Zoning

Commercial Highway Commercial-2

Design Standards Type Area: 2 Recommended Type Area: 2

This property is in the identified Type Area 2 in the Design Standards. If approved, a Commercial-2 District use would be required to comply with all the Design Standards for Type Area 2.

Land Use Table/Allowable Uses

The Commercial-2 Zoning District allows the following land uses, and would accommodate the request:

- Any use permitted in the Commercial-1 District
- Auto sales, new or used
- Automobile repair (major) garages, parts sales and body repair, auto painting, and window tinting.

City Council Agenda Item March 22, 2016 Page 1 of 3

- Commercial amusement (indoor or outdoor)
- Equipment sales (new or used) and rental (heavy)
- Flea Market (indoors only)
- Home improvement center
- Limited warehousing and wholesale distribution
- Nursery and plant sales with outside storage as primary use
- Open or outside storage uses
- Tool rental (with outside display)
- Welding shop
- Wholesale building materials sales or lumberyard

Project Analysis and Discussion

This property is 0.264 acres and is currently vacant. The applicant is proposing this zone change to allow for a single structure containing three office warehouses. The northern portion of this property is 56.95 feet in depth and the southern portion is 87.38 feet in depth. The applicant also owns the 1.728 acre lot directly south of this property that is currently zoned Commercial-2. This office use would be permitted in the Commercial Highway Zoning District; however, the applicant is requesting a zoning change to Commercial-2 mainly due to the required setbacks.

The Commercial Highway Zoning District requires a minimum front yard setback of 60 feet and minimum rear and side yard setback of 20 feet. This property was zoned prior to the IH-35 expansion that resulted in a smaller lot depth. The Commercial-2 Zoning District requires a minimum front yard setback of 20 feet and minimum side and rear yard setback of 15 feet. The side yard setback increases to 20 feet when adjacent to a street. The required setbacks in the Commercial Highway Zoning District make this property unusable due to the lot depth; therefore, a zoning change to Commercial-2 appears to be a reasonable request.

The Commercial-2 Zoning District allows high intensity commercial uses; however, it is staff's judgment that due to the size of this property, most uses listed in this district will be difficult to achieve. If this zoning change request is approved, each office warehouse will contain two offices, a bathroom, and 300 square feet of warehouse space. The exterior will be constructed of stone with metal warehouse doors that will contain a baked-on color. Staff will work with the applicant to create more elevation on the primary façade, such as the construction of a parapet.

After careful review of the City's Design Standards and the applicability of this use among surrounding properties, this requested zone change appears to be reasonable in this location.

Recommendation

The P&ZC unanimously recommended approval of zone change from Commercial Highway to Commercial-2 District with development regulated under the Design Standards for Type Area 2 standards, and we concur, as follows:

- 1. The allowable uses of the property shall conform to the Commercial-2 Zoning District in all respects.
- 2. The development of the property shall conform to all applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
 - a. Site Development Standards discussed above
 - b. Building Design Standards
 - c. Landscape Design Standards
- 3. Sign Standards shall conform to Ordinance 2008-11.
- 4. Subdivision plat is required.

Attachments:

Zoning application
Property Location Map
Zoning map
Aerial photo
Map with zoning notice boundary (200')
Zoning notice to owners
Property owners list
Site Plan Example
Building Layout Example
Elevation Example
P&Z Minutes Excerpt
Ordinance

City of Belton Request for a Zoning Change

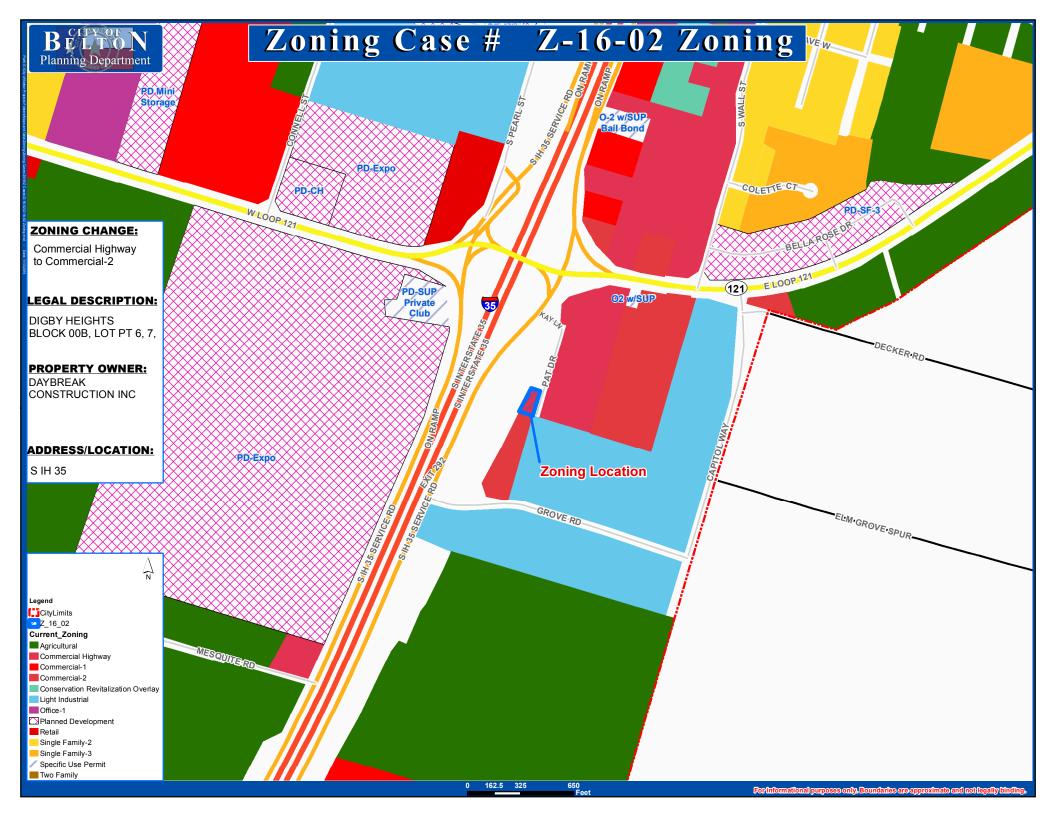
To The City Council and the Planning and Zoning Commission

Fee: \$250.00

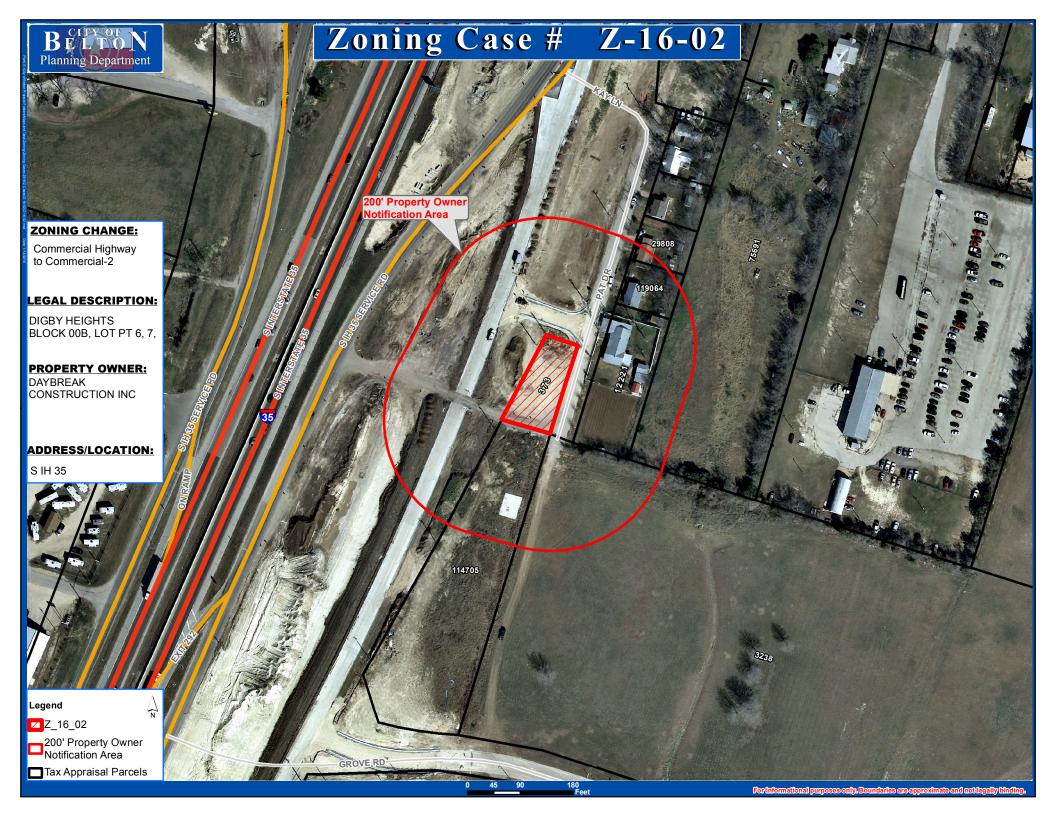
ree. \$250.00
Date Received: 1/3/15 Date Due: 1/29/15 Deadline for a zoning change request is the last business day of the month.
Applicant: TERRY POTTO Phone Number: 254-289-7777 Mailing Address: 2911 Supplier Very City: Berton State: Tx Email Address: +potts e daybreak construction inc. com
Owners Name: TAYBREAK CANT, INC Phone Number: 254-289-7777 Mailing Address: 2911 Sulphur Vella City: BELTON State: TX Email Address: Tpottac daybreak construction in c. can
Applicant's Interest in Property:
Legal Description of Property: -264 PARE (ATTISCHETT) REMAINS PORTION LOTA 6\$7, BLOCK BY DIGHT HEIGHTS Is this property being simultaneously platted?
Street Address: 2500 5 IH35 Zoning Change From CH to C-2 Signature of Applicant: Date: 1/13/15
Signature of Owner (if not applicant): Jan John Date: 1/13/15 Checklist for Zoning Items to be submitted with application:
o Signed Application
o Fees Paid
o Complete Legal Description of the property to be re-zoned
o Site Plans per Section 32, Planned Development, of the Zoning Ordinance. Please see the back
for specific guidelines.
o In the event the request involves more than one lot or irregular tracts or acreage, a drawing of the

property must be submitted.









THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: TERRY PO	OTTS ,
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 0.264 AC	res, South IH 35
From A(n) Commercial Highway	ZONING DISTRICT,
To A(N) COMMERCIAL-2	ZONING DISTRICT.
The Planning & Zoning Commission of the City of pursuant to this request at <u>5:30 P.M., Tuesday, March</u> Harris Center, 401 N. Alexander, Belton, Texas.	•
IF APPROVED BY THE PLANNING & ZONING COMMISSION, A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET	BE AT 5:30 P.M., Tuesday, March 22, 2016 , AT
AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELL BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTED COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELO	N COMMENTS ABOUT THIS ZONING CHANGE BY
IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OF CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETING	, , , , , , , , , , , , , , , , , , ,
circle one	
AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:	E REQUESTED ZONING AMENDMENT PRESENTED IN
1.	
2.	
3.	
(FURTHER COMMENTS MAY BE EXPRESSED ON	A SEPARATE SHEET OF PAPER)

Date: ______ Signature: _____

PLANNING DEPARTMENT CITY OF BELTON P. O. BOX 120 BELTON, TEXAS 76513 254-933-5812 3238 CSC GROUP L P

2802 CAPITOL WAY

BELTON, TX 76513-4637

12221

BOYD, LOIS HUNT

3151 WOODED ACRES RD

BELTON, TX 76513-7741

75691

REDDYLEE LLC

6007 WOODED CREEK CV

TEMPLE, TX 76502

29808

DOMINGUEZ, MARY A

PO BOX 954

BELTON, TX 76513-0954

373

DAYBREAK CONSTRUCTION INC.

2911 SULPHAR WELL ROAD

BELTON, TX 76513-0419

114705

DAYBREAK CONSTRUCTION INC.

2911 SULPHAR WELLS ROAD

BELTON, TX 76513-7919


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
FAUCETT, DEBORAH FAYE

2810 PAT DR

BELTON, TX 76513-4500

THE CITY OF BELTON HAS RECEIVED A	REQUEST FROM: TERRY	Potrs	Car District
TO CHANGE THE FOLLOWING DESCRIBE	D PROPERTY: 0.264	ACRES, SOUTH IH 35	
FROM A(N) COMMERCIAL HIGHWA	Y	ZONING I	DISTRICT,
To a(n) Commercial-2		ZONING I	DISTRICT.
	P.M., Tuesday, Mar	OF BELTON, TEXAS WILL HOLD A PUBLIC rch 15, 2016 IN THE WRIGHT ROOM AT	
A PUBLIC HEARING BY THE CITY COURTHE T. B. HARRIS COMMUNITY CENTE AS AN INTERESTED PROPERTY	NCIL. THAT MEETING WI ER, 401 ALEXANDER STR OWNER, THE CITY OF E	ON, THIS ITEM WILL BE PLACED ON THE AGE ILL BE AT 5:30 P.M., Tuesday, March 22, EET, BELTON, TEXAS. BELTON INVITES YOU TO MAKE YOUR VIEW ITEN COMMENTS ABOUT THIS ZONING CH	2016, AT S KNOWN
COMPLETING THIS FORM AND RETURNI			
IF YOU REQUIRE INTERPRETER CLERK AT CITY HALL AT LEAST 48 HO		F OR HEARING IMPAIRED, PLEASE CONTACT TINGS.	THE CITY
M. Salara			
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3.			
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BELTON, TX 76513-7919	PAGES VI	2911 SULPHAR WELL ROAD BELTON, TX 76513-0419	







Minutes of the meeting of the **Planning and Zoning Commission (P&ZC)**

City of Belton 333 Water Street Tuesday, March 15, 2016

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair John Holmes, Rae Schmuck, Frank Minosky, Mat Naegele and Jason Morgan. The following staff members were present: Director of Planning, Erin Smith and Planning Clerk, Laura Livingston. Commission members Brett Baggerly, Ben Pamplin, Joel Berryman and Eloise Lundgren were absent.

3. Z-16-02 Hold a public hearing and consider a zoning change from Commercial Highway to Commercial-2 for an office warehouse on a 0.264 acre tract of land, located east of South Interstate Highway 35, west of Pat Drive, and north of Grove Road.

Ms. Smith presented the staff report.

Chair Holmes opened the public hearing and with no one requesting to speak he then closed the public hearing.

Mr. Minosky made a motion to recommend approval of item Z-16-02, to change the zoning from Commercial Highway to Commercial-2 for an office warehouse on a 0.264 acre tract of land, located east of South Interstate Highway 35, west of Pat Drive, and north of Grove Road. Mr. Pamplin seconded the motion. The zoning change was approved unanimously with 5 ayes, 0 nays.

ORDINANCE NO. 2016-12

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM COMMERCIAL HIGHWAY TO COMMERCIAL-2 ZONING DISTRICT ON A 0.264 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 2 DESIGN STANDARDS.

WHEREAS, Daybreak Construction, Inc., owner of the following described property has presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 15th day of March, 2016, at 5:30 p.m. for hearing and adoption, said district being described as follows:

Remaining Portion Lots 6 & 7, Block B, Digby Heights, Belton, Texas (location map attached as Exhibit "A")

WHEREAS, said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time and place of the hearing on said application by the City Council of the City of Belton was set for the 22nd day of March, 2016, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

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

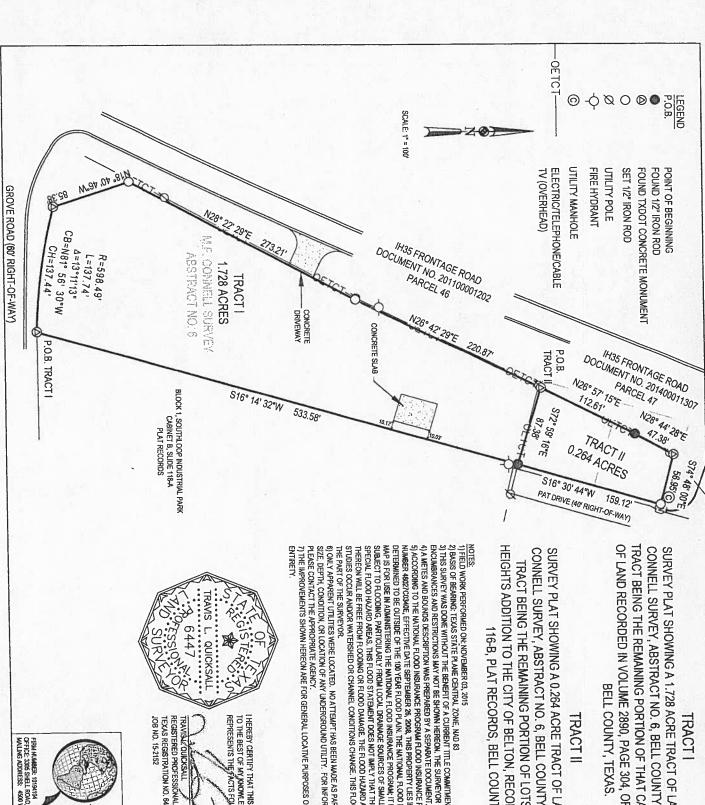
NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that the said district located on a tract of land as more fully and completely described above, be and is hereby changed from a Commercial Highway Zoning District to Commercial-2 Zoning District, in accordance with Section 25 — Commercial-2 Zoning District, and the Design Standards in Ordinance No. 2014-17, Section 7.1 of the Zoning Ordinance. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

- 1. The allowable uses of this property shall conform to the Commercial-2 Zoning District in all respects.
- 2. The development of the property shall conform to all applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
 - a. Site Development Standards discussed above
 - b. Building Design Standards
 - c. Landscape Design Standards

4. Subdivision plat is required.	
This ordinance was presented at the stated meet Belton and upon reading was passed and adopted by t March, 2016, by a vote of ayes and na	the City Council on the 22 nd day of
SIGNED AND APPROVED by the Mayor and at 22 nd day of March, 2016.	tested by the City Clerk on this the
ATTEST:	Marion Grayson, Mayor

3. Sign Standards shall conform to Ordinance 2008-11.

Amy M. Casey, City Clerk



TRACT

OF LAND RECORDED IN VOLUME 2890, PAGE 304, OFFICIAL PUBLIC RECORDS, TRACT BEING THE REMAINING PORTION OF THAT CALLED 5.5679 ACRE TRACT CONNELL SURVEY, ABSTRACT NO. 6, BELL COUNTY, TEXAS, SAID 1.728 ACRE SURVEY PLAT SHOWING A 1.728 ACRE TRACT OF LAND LOCATED IN THE M.F.

TRACT II

CONNELL SURVEY, ABSTRACT NO. 6, BELL COUNTY, TEXAS, SAID 0.264 ACRE SURVEY PLAT SHOWING A 0.264 ACRE TRACT OF LAND LOCATED IN THE M.F. TRACT BEING THE REMAINING PORTION OF LOTS 6 & 7, BLOCK B, DIGBY

HEIGHTS ADDITION TO THE CITY OF BELTON, RECORDED IN CABINET A, SLIDE 116-B, PLAT RECORDS, BELL COUNTY, TEXAS.

2) BASIS OF BEARING: TEXAS STATE PLANE CENTRAL ZONE, IAXO 83
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

5) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BELL COUNTY, TEXAS, MAP NUMBER 1802700340E, EFFECTIVE DATE SEPTEMBER 26, 2008, THIS PROPERTY LIES IN ZONE X, WHICH IS DEFINED AS AREAS STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY ANDIOR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE WAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM, IT DOES NOT NECESSARILY IDENTIFY ALL AREAS DETERMINED TO BE OUTSIDE OF THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE

8) ONLY APPARENT UTILITIES WERE LOCATED. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO SHOW THE EXISTENCE, SIZE, DEPTH, CONDITION, OR LOCATION OF ANY UNDERGROUND UTILITY. FOR INFORMATION REGARDING UNDERGROUND UTILITIES

7) THE IMPROVEMENTS SHOWN HEREON ARE FOR GENERAL LOCATIVE PURPOSES ONLY AND HAVE NOT BEEN DETAILED IN THEIR

REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY NOWLEDGE AND BELIEF, THIS PLAT CORRECTLY

TRAVIS.L. DATE: NOVI REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6447 JOB NO. 15-2152 NOVEMBER 17, 2015



QUICK INC. LAND SURVEYING

Office Address: 3305 Shell Rd. Suite 100, Georgetown, Texas 78628
Mailing Address: 4500 Williams Dr. , Suite 212, Box 228, Georgetown, Texas 78633

Field Notes for a 0.264 Acre Tract of Land

BEING A 0.264 ACRE TRACT OF LAND LOCATED IN THE M.F. CONNELL SURVEY, ABSTRACT NO. 6, BELL COUNTY, TEXAS, SAID 0.264 ACRE TRACT BEING THE REMAINING PORTION OF LOTS 6 & 7, BLOCK B, DIGBY HEIGHTS ADDITION TO THE CITY OF BELTON, RECORDED IN CABINET A, SLIDE 116-B, PLAT RECORDS, BELL COUNTY, TEXAS; SAID 0.264 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation concrete right-of-way monument located in the east right-of-way line of Interstate Highway 35 for the southeast corner of Parcel 47 conveyed to the State of Texas by deed recorded in Documents No. 201400011307, Official Public Records, Bell County, Texas, said point being located in the south line of said Lot 7, the north line of a called 5.5679 acre tract of land recorded in Volume 2890, Page 304, Official Public Records, Bell County, Texas;

Thence, with the east line of the Texas Department of Transportation Parcel 47, the following two (2) courses and distances:

- 1. N 26° 57' 15" E, a distance of 112.61' to a 1/2" iron rod found for an angle point of the herein described tract;
- 2. N 28° 44' 28" E, a distance of 47.38' to a Texas Department of Transportation concrete right-of-way monument located for a northeast corner of said Parcel 47, said point being the northwest corner of the herein described tract;
- 3. Thence, with the south line of Parcel 48 conveyed to the State of Texas by deed recorded in Document No. 201000003340, Official Public Records, Bell County, Texas, S 74° 48' 00" E, a distance of 56.95' to a 1/2" iron rod set in the west right-of-way of Pat Drive, said point being located in the east line of said Lot 6, Digby Heights and being the northeast corner of the herein described tract;
- 4. Thence, with the west right-of-way line of Pat Drive, the east lines of the remaining portions of said Lot 6 and 7, Digby Heights, **S 16° 30' 44" W**, a distance of **159.12'** to a 1/2" iron rod located at the northeast corner of said 5.5679 acre tract, said point being northwest corner of said Block 1, South Loop Industrial, the southeast corner of said Lot 7, Digby Heights and being the southeast corner of the herein described tract;
- 5. Thence, with the south line of said Lot 7, the north line of said 5.5679 acre tract, N 72° 59' 16" W a distance of 87.38' to POINT OF BEGINNING containing 0.264 acres of land.

Note: This survey was completed on the ground under my supervision. Basis of Bearing is Texas State Plane, Central Zone, NAD 83.

Travis L. Quicksall Date: 11/17/2015 RPLS #6447

Job #15-2152.2

Staff Report – City Council Agenda Item



Date: March 22, 2016

Case No.: Z-16-03

Request: AG & SF-2 to PD-CH

Applicant: James McLean

Agenda Item #9

Z-16-03 Hold a public hearing and consider a zoning change from Agricultural and Single Family-2 to Planned Development Commercial Highway Zoning District for an indoor firearms facility at 3360 West Highway 190 on a 2.22 acre tract of land, and from Agricultural and Single Family-2 to Planned Development Commercial Highway Zoning District at 7140 West Highway 190 on a 2.81 acre tract of land, located on the north side of U.S. Highway 190, between Boxer Road and South Wheat Road.

Originating Department

Planning Department - Erin Smith, Director of Planning

Case Summary

The applicant has submitted this request for two zone changes to allow:

- a) Proposed indoor firearms facility at 3360 West Highway 190; and
- b) Future commercial use at 7140 West Highway 190.

To the north of the sites are the future Sendero Estates residential subdivision and Chisholm Trail Elementary; to the east are Jessie and Brothers, Bell Contractors, International Motors, Central Texas Marble, and Auto Trader Classics; to the south are Dixon Paving and Centroplex Mobile Homes; and to the west is property zoned Retail and the Twin Lakes residential subdivision.

<u>Current Zoning</u> <u>Proposed Zoning</u>

Agricultural and Single Family-2 Planned Development Commercial Highway

Design Standards Type Area: 4 Recommended Type Area: 4

This property is in the identified Type Area 4 in the Design Standards. If approved, a Commercial Highway Zoning District use would be required to comply with all the Design Standards for Type Area 4.

Land Use Table/Allowable Uses

The proposed base zoning district, Commercial Highway, allows the following land uses, and would accommodate this request:

- Any use permitted in the Retail District
- Commercial Amusement (Indoor or Outdoor), but not including drag strips, auto motorcycle or go-cart racing
- Community or Exposition Center
- Hotel or Motel
- Hospital or Nursing Home
- Multi-Family
- New Car Sales (used car sales permitted only as an incidental use to the main use)
- Restaurant, with drive-in service

A) Project Analysis and Discussion for Indoor Gun Range

This property is located on the north side of U.S. Highway 190, generally between Boxer Road and Wheat Road amidst a majority of commercial uses. The applicant is proposing this zone change to allow for an indoor firearms facility, proposed as Sendero Shooting Range. Currently, this property is zoned Agricultural and Single Family-2 and a zoning change to Planned Development Commercial Highway will allow for an indoor shooting range. Commercial Highway zoning requires a minimum lot area of 7,200 square feet, minimum front yard setback of 60', and minimum side and rear yard setback of 20'. The Planned Development proposal will allow for a reduced front yard setback of 56 feet, instead of the required 60 feet front yard setback.

On July 21, 2015, the zoning change request to Commercial Highway for a gun range was disapproved by the Planning and Zoning Commission due to the proposal to extend this CH zoning into the proposed Sendero Estates single family neighborhood. Since then staff has met with the applicant several times to discuss a Planned Development District zone change proposal that includes a plan to provide adequate screening between the proposed single family neighborhood and the CH District use. The applicant is proposing to construct a 34,725 square feet building composed of 81% stone and 19% stucco. The primary façade/main entrance is proposed to face eastward to Sendero Estates Drive. There will be two driveway entrances from the proposed Sendero Estates Drive and the parking lot is proposed to contain a total of 80 parking spaces. There is a proposed bullet collector, AR 500 steel baffles, and dust collector proposed on the southern side of the main building directly adjacent to US Highway 190. The applicant is proposing to construct a masonry enclosure with a door for accessibility.

The building will extend from US Highway 190 to rear proposed Charbray Drive, observing a 77 feet building setback to the property line. There are single family lots oriented southward proposed directly adjacent to the west of this development, so the applicant is proposing to construct an 8 feet tall masonry fence and landscaping between

proposed Lot 1, Block 2 (gun range) and Lot 2, Block 2 (single family). It is staff's judgment that this proposed transition will provide adequate screening between this proposed commercial use and the single family lots to the west. The northern portion of the proposed indoor shooting range building contains a service/loading area and the dumpster directly adjacent to Charbray Drive. There will be an 8 feet tall masonry dumpster enclosure with 3 gallon shrubs. There are single family lots that will face the proposed fun range to the north across Charbray Drive, so the applicant is proposing to install eleven 4 inch evergreen trees for screening purposes.

The proposed landscape plan identifies trees and shrubs throughout the parking lot and adjacent to the building. Staff has reviewed the proposed landscape plan and the landscaping provided complies with the Design Standards landscape requirements. The landscape plan meets the landscape requirements for interior parking, parking adjacent to a public street, Foundation Treatment Points (FTPs), dumpster screening, and required screening between higher intensity land uses adjacent to or abutting lower intensity land uses.

According to Chapter 42 of the Texas Penal Code, a noise is presumed to be unreasonable if the noise exceeds a decibel level of 85. The applicant has not yet provided the City with the proposed indoor gun range sound specifications. If this zoning change request is approved, the Police Chief will need to review the sound specifications to ensure the proposed indoor gun range meets Texas Penal Code requirements.

The Planning and Zoning Commission recommended approval of the proposed indoor shooting range at their March 15th meeting.

B) Planned Development Commercial Highway District Proposal

The applicant initially proposed a zoning change to Commercial Highway on the lot directly to the east across Sendero Estates Drive. At their meeting on March 15, 2016, the Planning and Zoning Commission expressed concern with a Commercial Highway Zoning District that does not include provisions for screening and transition between a commercial use and the single family homes in the proposed Sendero Estates Subdivision, like what is being presented for the proposed indoor shooting range. The Commission voted in approval of a Planned Development Commercial Highway Zoning District so when a commercial use is proposed, the P&ZC and Council will have the opportunity for site plan review and approval, to ensure there is adequate screening between the higher intensity commercial use and lower intensity single family homes zoning district to the north.

<u>Summary</u>

After careful review of the City's Design Standards, Zoning Ordinance, and the relationship of this use to future surrounding residential properties, the P&ZC recommended approval of this requested zone change to:

- a) Planned Development Commercial Highway for an indoor firearms facility (3360 West Highway 190); and
- b) Planned Development Commercial Highway for a future commercial use (7140 West Highway 190) request.

Recommendation

The P&ZC recommended 4-1 to approve the following zone changes and Staff concurs:

A) Indoor Gun Range:

Recommend approval of a zone change from Agricultural and Single Family-2 to Planned Development Commercial Highway with development regulated under the Design Standards for Type Area 4 standards as follows:

- 1. The use of this property must conform to the Commercial Highway Zoning District in all respects, and in addition an indoor shooting range is a permitted use. A reduced front yard setback of 56 feet is permitted.
- 2. The development of the property shall conform to all applicable Type Area 4 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
 - a. Planned Development Site Plan in all details.
 - b. Planned Development Building Design Standards in all details.
 - c. Planned Development Landscape Design Standards in all details.
- 3. Sign Standards shall conform to Ordinance 2008-11.
- 4. Subdivision plat is required prior to issuance of a building permit.

B) Planned Development Commercial Highway District Proposal:

Recommend approval of zone change from Agricultural and Single Family-2 to Planned Development Commercial Highway with development regulated under the Design Standards for Type Area 4 standards as follows:

- 1. The allowable uses of the property shall conform to the Commercial Highway Zoning District in all respects.
- 2. The development of the property shall conform to all applicable Type Area 4 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including the items below, as well as conditions in Item 3:
 - a. Site Development Standards
 - b. Building Design Standards

- c. Landscape Design Standards
- d. When development is proposed, detailed site plan review shall be completed by the Planning and Zoning Commission and City Council in the same manner as prescribed in the Zoning Ordinance for a zoning change, and the review shall be completed prior to the issuance of a building permit.
- 3. Sign Standards shall conform to Ordinance 2008-11.
- 4. Subdivision plat is required prior to issuance of a building permit.

Attachments:

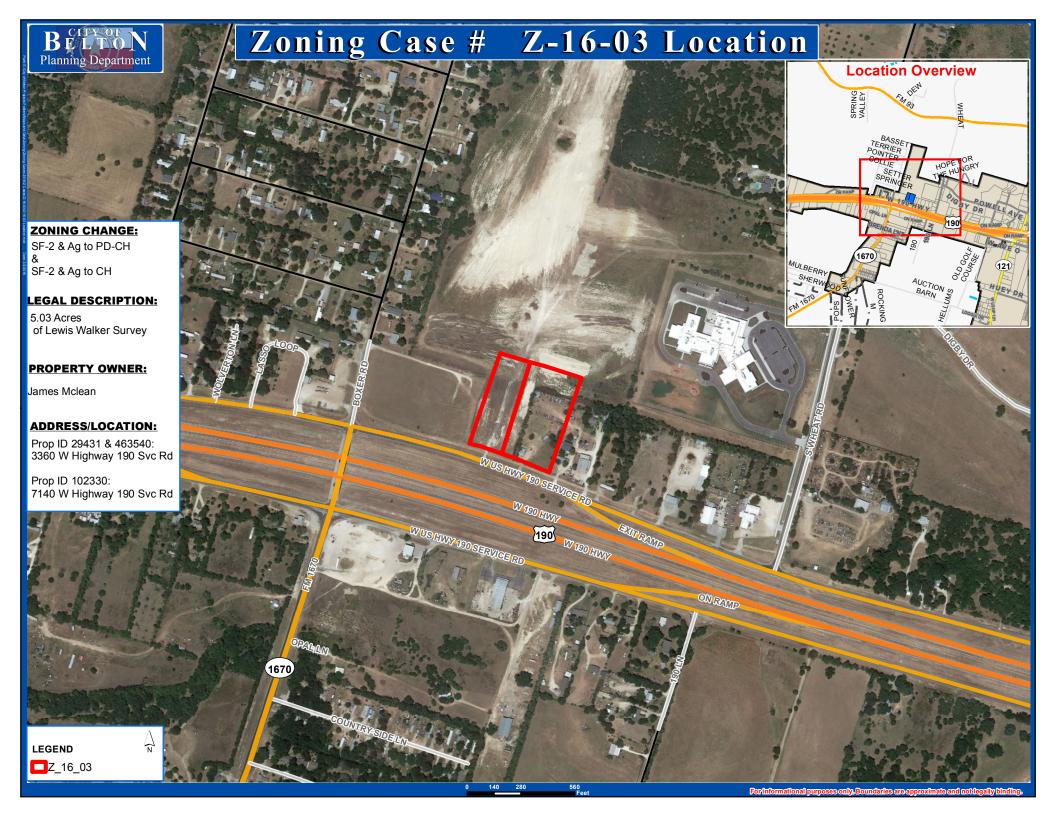
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Zoning notice to owners
Proposed Site Plan
Proposed Landscape Plan
Proposed Elevations
P&Z Minutes Excerpt
Ordinances

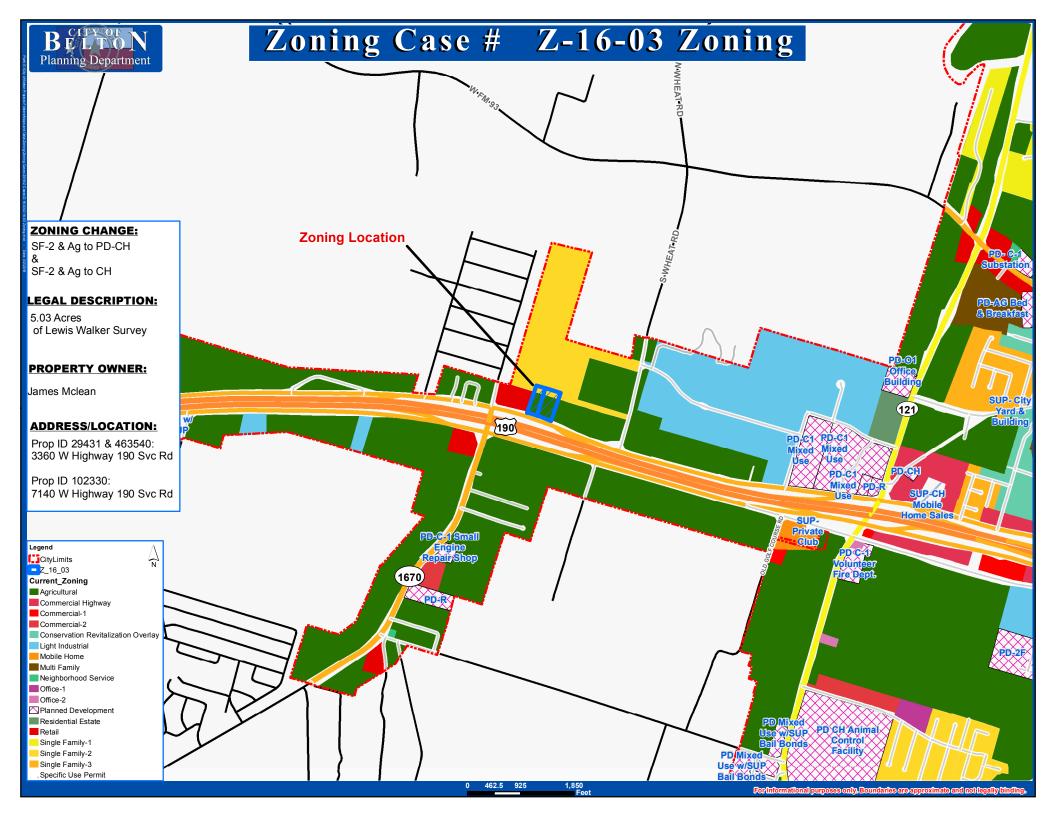
City of Belton Request for a Zoning Change

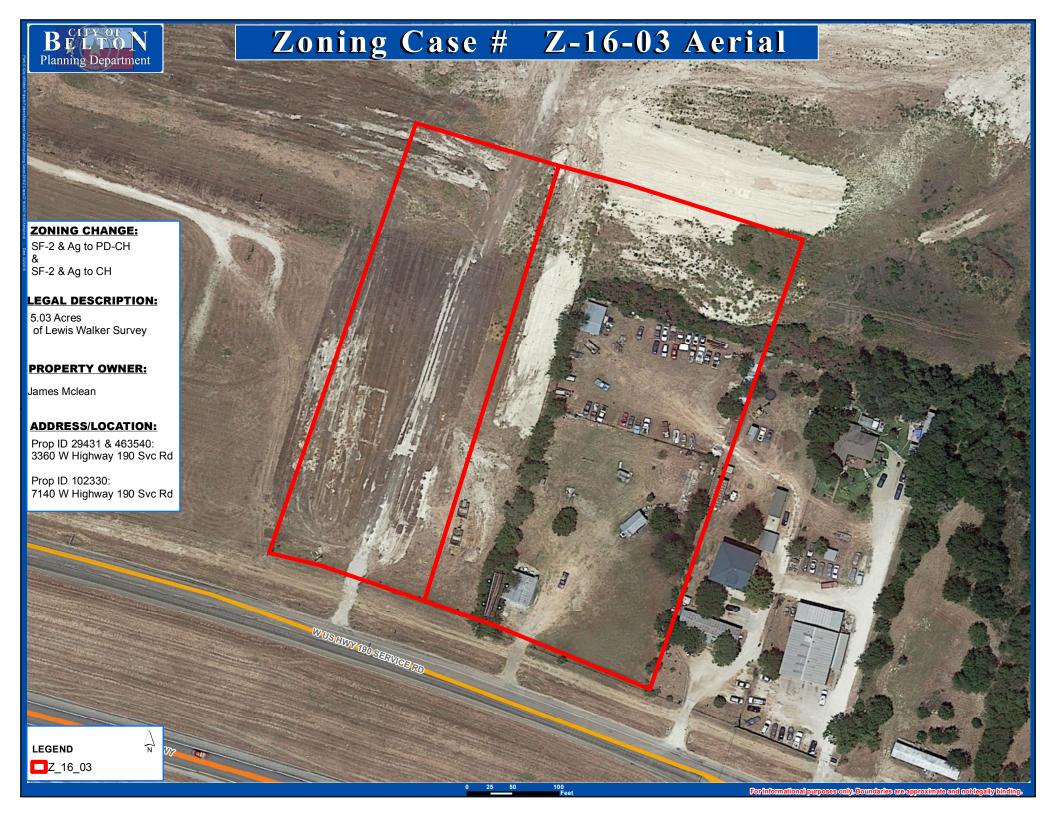
To The City Council and the Planning and Zoning Commission

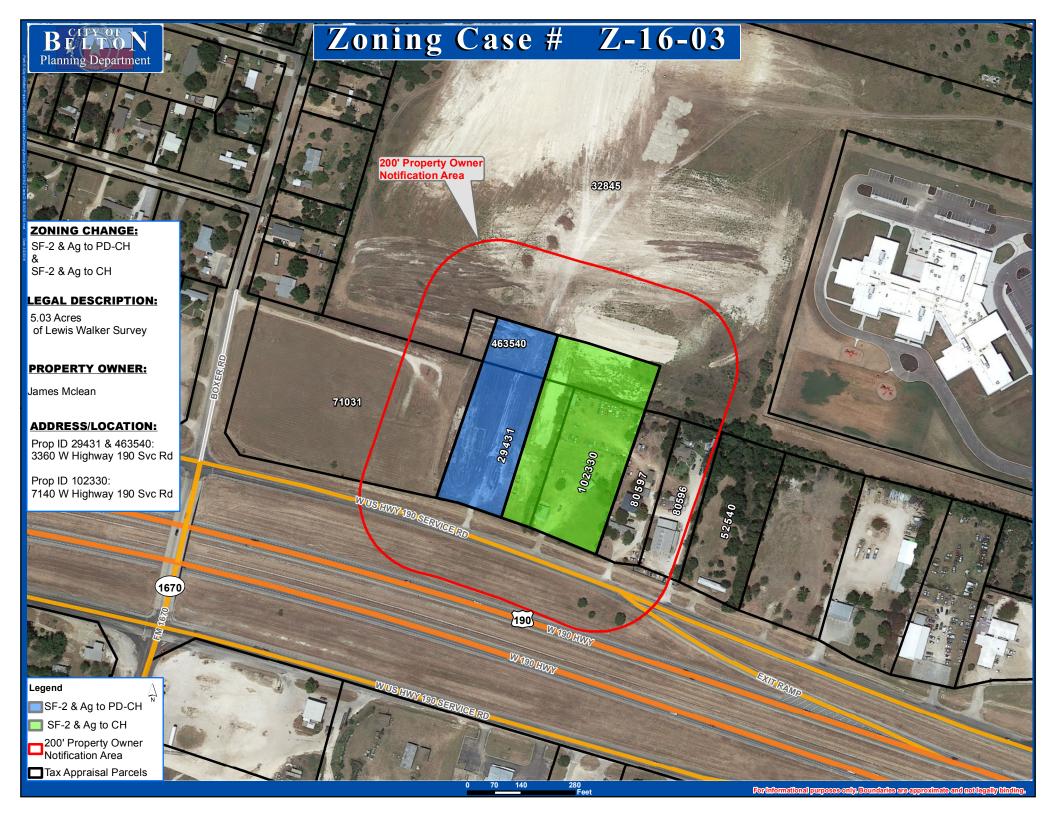
Fee: \$250.00

Date Received: Date Due: 2-26-26	Deadline for a zoning	change request is the last
business day of the month.		
Applicant: James McLean Mailing Address: 401 Trimmier Rock	Phone Number: 25	4-634-4514
Mailing Address: 4101 Trimmier Road	City: Killern	State: TX
Email Address: ji MMY@ Mcleanle, Co	ρM	
Owners Name: Same Mailing Address:	Phone Number:	
Walling Hourebs.	City:	State:
Email Address:		
A1:42- Tutanast in Dunas auton		
Applicant's Interest in Property:	or a	
0.001		
Legal Description of Property:		
5.03 Acres of Lewis Walk	Cer Survey, Abstr	A NO. 260
Is this property being simultaneously platte	ed? Yts	
Street Address: 3360, 7140 11. Zoning Change From A6, 5F-2 Signature of Applicant: 1000 Early	S. Hwy 110	1/200141
Zoning Change From Ab 3F	toto	Tuy Comperen (330 Fa)
	Date: <u>2-20</u>	2016 (Conhail 1964 1190)
Signature of Owner (if not applicant):	Date:	
Checklist for Zoning Items to be submitted wit	th application:	
Signed Application		
Fees Paid		
Complete Legal Description of the pro	perty to be re-zoned	
Site Plans per Section 32, Planned Dev		Ordinance Please see the back
	veropment, or the zoming	Ordination. I loade see the sack
for specific guidelines.		
In the event the request involves more	than one lot or irregular t	cracts or acreage, a drawing of the
property must be submitted.		X I I I I I I I I I I I I I I I I I I I









THE CITY OF	BELTON HAS RECEIVED A REQUEST FROM	: JAMES MCLEAN	
TO CHANGE 1	THE FOLLOWING DESCRIBED PROPERTY:	3360 West Highway 190	
FROM A(N)_	AGRICULTURAL		ZONING DISTRICT,
To A(N)	PLAN DEVELOPMENT COMMERCIAL HI	GHWAY	ZONING DISTRICT.

THE PLANNED DEVELOPMENT PROPOSAL INCLUDES A REQUEST TO ALLOW THE FOLLOWING ADJUSTMENTS IN PROPOSED COMMERCIAL HIGHWAY DISTRICT STANDARDS:

- INDOOR FIREARMS FACILITY
- MINIMUM FRONT YARD SETBACK OF 56 FEET, INSTEAD OF THE REQUIRED 60 FEET MINIMUM SETBACK.

The Planning & Zoning Commission of the City of Belton, Texas will hold a public hearing pursuant to this request at <u>5:30 P.M., Tuesday, March 15, 2016</u> in the Wright Room at the T.B. Harris Center, 401 N. Alexander, Belton, Texas.

IF APPROVED BY THE PLANNING & ZONING COMMISSION, THIS ITEM WILL BE PLACED ON THE AGENDA FOR A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL BE AT <u>5:30 P.M., Tuesday, March 22, 2016</u>, AT THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET, BELTON, TEXAS.

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

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

	circle one
	TERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUESTED ZONING AMENDMENT PRESENTED IN
THE APPL	LICATION ABOVE FOR THE REASONS EXPRESSED BELOW:
1	
2	
3	
	(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)
Date:	SIGNATURE:

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

THE CITY	Y OF BELTON HAS RECEIVED A REQUEST FROM: <u>J</u> A	MES MCLEAN ,
TO CHANG	IGE THE FOLLOWING DESCRIBED PROPERTY: 71	40 West Highway 190 ,
FROM A(1	(n) <u>Agricultural</u>	ZONING DISTRICT,
To A(N)	COMMERCIAL HIGHWAY	ZONING DISTRICT.
PURSUAN HARRIS C IF A PUBLIC THE T. B. A BY ATTER	TO THIS REQUEST AT 5:30 P.M., Tuesday, CENTER, 401 N. ALEXANDER, BELTON, TEXAS. F APPROVED BY THE PLANNING & ZONING COMMON CHEARING BY THE CITY COUNCIL. THAT MEETIN HARRIS COMMUNITY CENTER, 401 ALEXANDER AS AN INTERESTED PROPERTY OWNER, THE CITY ENDING THESE HEARINGS. YOU MAY SUBMIT OF THE CITY COUNCIL THESE HEARINGS.	OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN WRITTEN COMMENTS ABOUT THIS ZONING CHANGE BY
IF	FING THIS FORM AND RETURNING IT TO THE ADDRE F YOU REQUIRE INTERPRETER SERVICES FOR THE I T CITY HALL AT LEAST 48 HOURS BEFORE THESE I	DEAF OR HEARING IMPAIRED, PLEASE CONTACT THE CITY
	circle one TERESTED PROPERTY OWNER, I (PROTEST) (APPRO ICATION ABOVE FOR THE REASONS EXPRESSED BE	OVE) THE REQUESTED ZONING AMENDMENT PRESENTED IN CLOW:
1		
2		
3		
	(FURTHER COMMENTS MAY BE EXPRES	SED ON A SEPARATE SHEET OF PAPER)
DATE:	Sig	NATURE:

PLANNING DEPARTMENT CITY OF BELTON P. O. BOX 120 BELTON, TEXAS 76513 254-933-5812 MCLEAN, JAMES D JR

PO BOX 1183

KILLEEN, TX 76540-1183

71031

29431

BELTON HWY 190/FM 1670 NORTHEAST

PARTNERSHIP LTD
PO BOX 170639

ALICTINI TV 7071

AUSTIN, TX 78717

PO BOX 1183

102330

MCLEAN, JAMES D JR

IVICELAIN, JAIVIES D'III

KILLEEN, TX 76540-1183

32845

MCLEAN COMMERCIAL LTD

PO BOX 1183

KILLEEN, TX 76540-1183

80596

OLIVAREZ, JESSIE JR

3272 W US HIGHWAY 190

BELTON, TX 76513-7691

463540

MCLEAN, JAMES D JR

PO BOX 297

LOMETA, TX 76853-0297

52540

HUCKABEE, MARY LOUISE

423 W AVENUE D

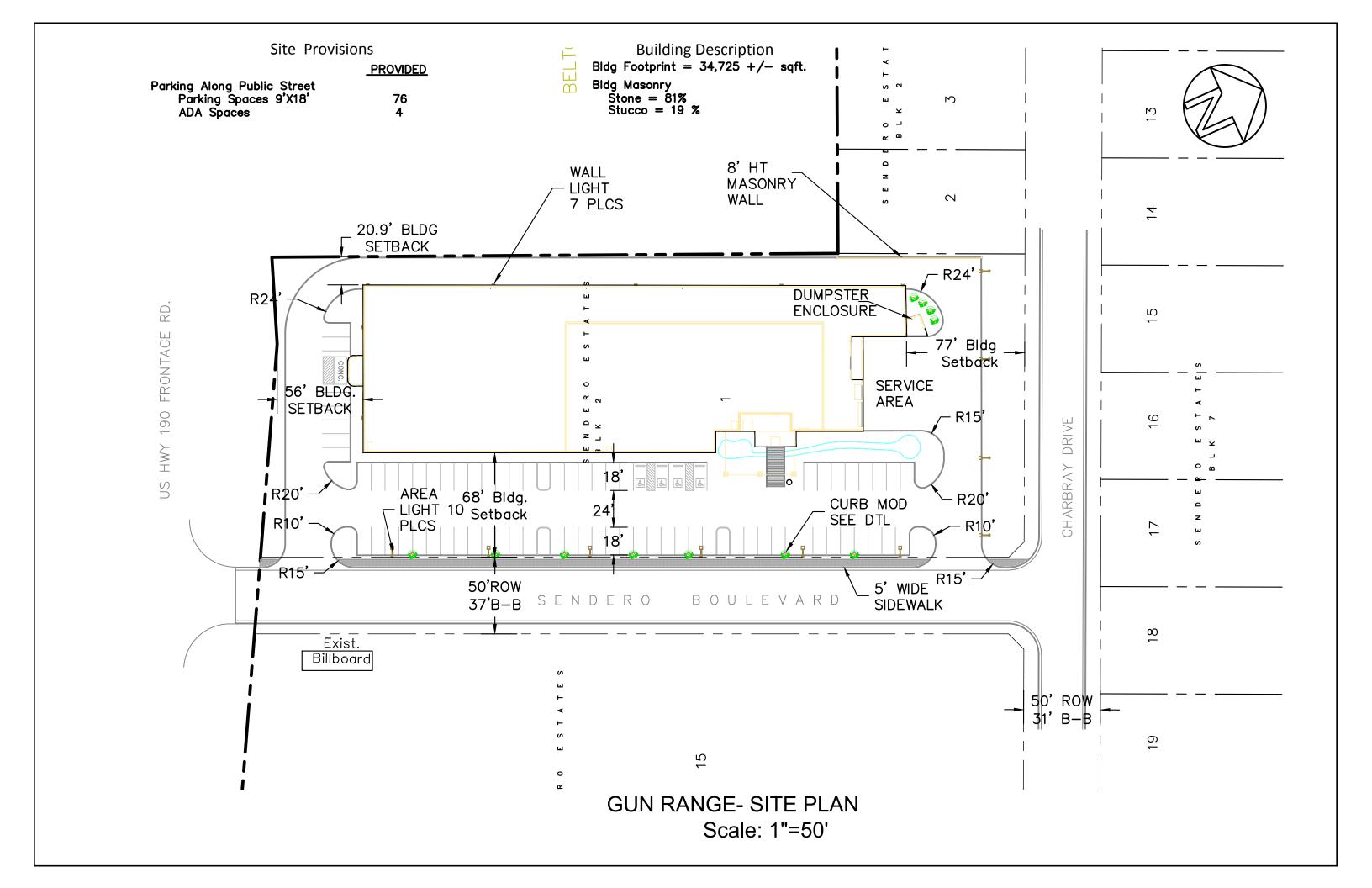
BELTON, TX 76513-3419

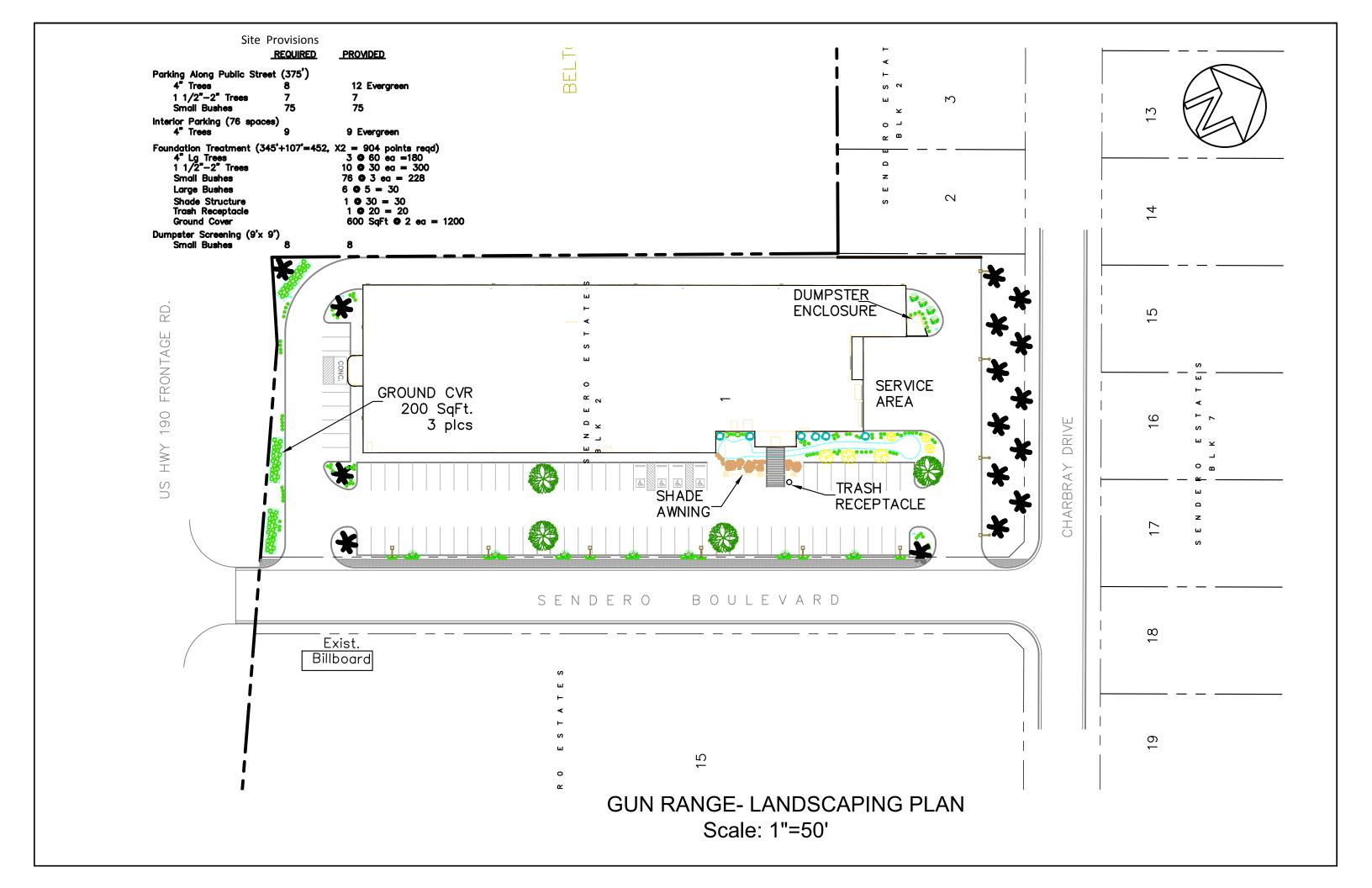
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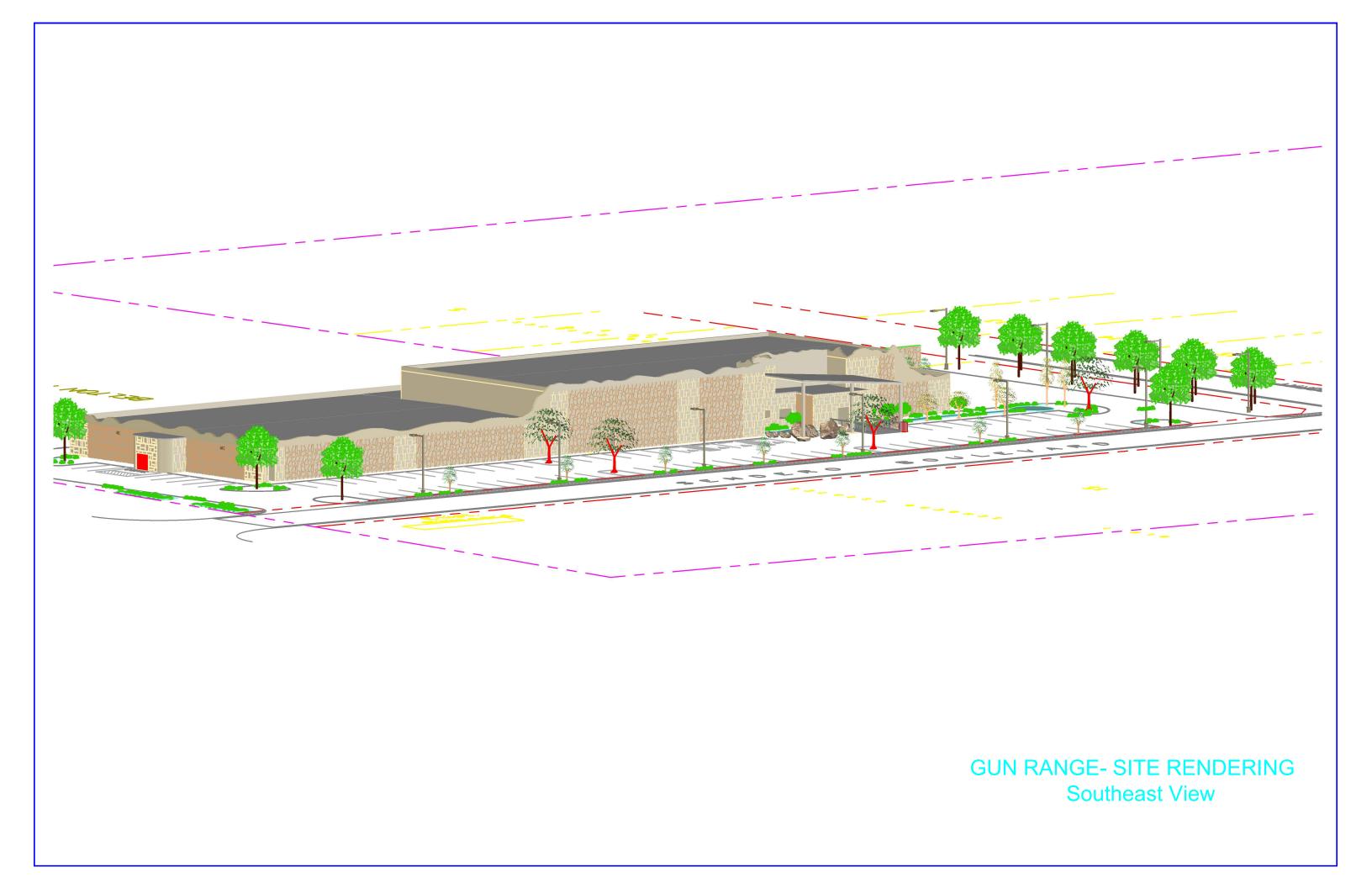
OLIVAREZ, JESSIE JR

3272 W US HIGHWAY 190

BELTON, TX 76513-7691



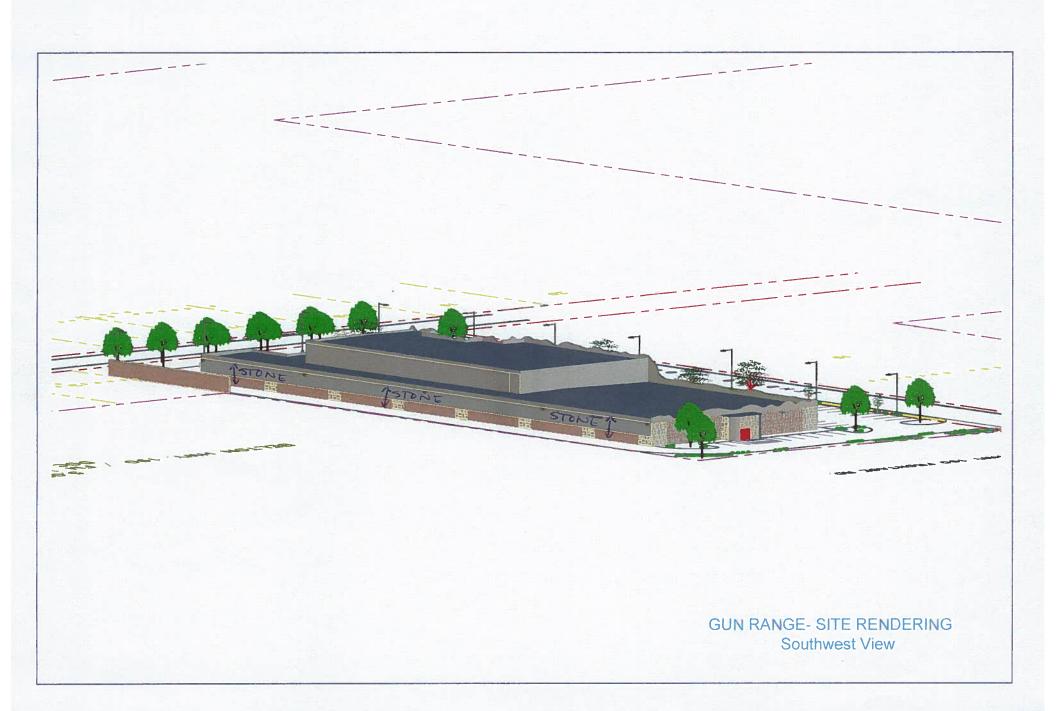












Minutes of the meeting of the **Planning and Zoning Commission (P&ZC)**

City of Belton 333 Water Street Tuesday, March 15, 2016

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair John Holmes, Rae Schmuck, Frank Minosky, Mat Naegele and Jason Morgan. The following staff members were present: Director of Planning, Erin Smith and Planning Clerk, Laura Livingston. Commission members Brett Baggerly, Ben Pamplin, Joel Berryman and Eloise Lundgren were absent.

4. Z-16-03 Hold a public hearing and consider a zoning change from Agricultural and Single Family-2 to Planned Development Commercial Highway Zoning District for an indoor firearms facility at 3360 West Highway 190 on a 2.22 acre tract of land, and from Agricultural to Commercial Highway Zoning District at 7140 West Highway 190 on a 2.81 acre tract of land, located on the north side of U.S. Highway 190, between Boxer Road and South Wheat Road.

Ms. Smith presented the staff report.

Chair Holmes opened the public hearing.

Aaron Ludwig, of Arizona representing Action Target, said the concern he continues to hear is whether the sounds of an indoor shooting range can be heard from outside the building. He said if you have ever been to an Action Target shooting range, he said he can assure you there is no sound outside of the building. He said it is not a traditional shooting range as sometimes seen in an industrial area. He gave an example of shooting ranges in Texas which share walls with a mattress store and a rental car facility. The shooting range proposed far exceeds any recommendation he normally would suggest, Mr. Ludwig said. He said no bullet has ever left any of his ranges, and with more than 100 shooting ranges under his belt, he's confident the noise outside will be akin to a typical commercial building.

With no one else requesting to speak, Chair Holmes closed the public hearing.

Mr. Jason Morgan said he appreciated the applicants and the City working together. He asked if this is one zoning request, or is it divided into two? Ms. Smith answered that the Commission could make separate motions if that's easier. Mr. Morgan asked the setback requirements for Commercial Highway zoning. Ms. Smith replied the front yard setback is 60 feet, and the side and rear yard setbacks are 20 feet. Mr. Morgan said there would be no screening from the neighborhood as required in the Planned Development zoning. Ms. Smith said screening is required in the Design Standards. Mr. Morgan asked if the Commission voted to rezone to Commercial Highway, would screening occur immediately or upon development? Ms. Smith answered, upon development. Ms. Smith suggested that the second

zoning request change to Planned Development Commercial Highway, so future site development plans are required to go before the Commission and Council for review and approval.

Chair Holmes asked about the privacy fence along the back (northwestern side next to the single family lot). Ms. Smith said the masonry fence extends the length of the single family lot for screening purposes. Chair Holmes asked whether there is a sidewalk from the residential to the commercial area in the back of the lot. Ms. Smith said no, sidewalks are proposed on both sides of Sendero Estates Drive and a sidewalk network will be created to the proposed park and existing elementary school. Chair Holmes said his concern isn't the gun range use, but with continuity from commercial into residential and what could move into the area of Commercial Highway close to residents. Chair Holmes asked if City staff knew if there would be competitions at the gun range which he believed could affect traffic flow and encroach on the subdivision. Ms. Smith said the preliminary plat was approved in June 2014, which essentially is the layout of the development. She said the competition question would have to be answered by the applicant. She said they evaluated the uses and site to ensure there will be adequate parking. The builder informed Ms. Smith that they planned to install evergreen trees on the proposed Commercial Highway lot to the west.

Chair Holmes asked about the changes to this particular request from the last time the Commission reviewed it. Ms. Smith replied that the change is the request to rezone to Planned Development and the applicant has submitted detailed plans that show the transition between the higher intensity commercial use and lower intensity residential lots.

Mr. Morgan asked about the separation of the two lots with red lines on the map. Ms. Smith explained there are two lots in this zoning request. Mr. Morgan said he preferred to re-zone the lots the same to Planned Development Commercial HIghway.

Mr. Morgan made a motion to recommend approval of the zoning change of lot at 3360 West Highway 190 from Agricultural and Single Family-2 to Planned Development Commercial Highway Zoning District with the recommendation as presented by staff. Secondly, Mr. Morgan recommended approval of the zoning change from Agricultural and Single Family-2 to Planned Development Commercial Highway Zoning District at 7140 West Highway 190. Mr. Naegele seconded the motion, which passed with a vote of 4 ayes, 1 nay. Chair Holmes voted in opposition.

ORDINANCE NO. 2016-13

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL AND SINGLE FAMILY-2 TO PLANNED DEVELOPMENT COMMERCIAL HIGHWAY ZONING DISTRICT FOR AN INDOOR FIREARMS FACILITY ON A 2.22 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 4 DESIGN STANDARDS.

WHEREAS, James McLean, owner of the following described property has presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 15th day of March, 2016, at 5:30 p.m. for hearing and adoption, said district being described as follows:

3360 West Highway 190, Belton, Texas (location map attached as Exhibit "A")

WHEREAS, said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time and place of the hearing on said application by the City Council of the City of Belton was set for the 22nd day of March, 2016, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that the said district located on a tract of land as more fully and completely described above, be and is hereby changed from an Agricultural and Single Family-2 Zoning District to Planned Development Commercial Highway Zoning District, in accordance with Section 23 – Commercial Highway Zoning District, and the Design Standards in Ordinance No. 2014-17, Section 7.1 of the Zoning Ordinance. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

- The use of this property must conform to the Commercial Highway Zoning District in all respects, and in addition an indoor shooting range is a permitted use. A reduced front yard setback of 56 feet is permitted.
- The development of the property shall conform to all applicable Type Area 4 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:

- a. Planned Development Site Plan in all details (attached as Exhibit "B")
- b. Planned Development Building Design Standards in all details (attached as Exhibit "C")
- c. Planned Development Landscape Design Standards in all details (attached as Exhibit "D")
- 3. Sign Standards shall conform to Ordinance 2008-11.
- 4. Subdivision plat is required prior to issuance of a building permit.

	e stated meeting of the City Council of the City of adopted by the City Council on the 22 nd day of d nays.
SIGNED AND APPROVED by the M 22 nd day of March, 2016.	Mayor and attested by the City Clerk on this the
ATTEST:	Marion Grayson, Mayor
Amy M. Casey, City Clerk	

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

February 12, 2016

Surveyor's Field Notes for:

2.22 ACRES, situated in the **LEWIS WALKER SURVEY**, **ABSTRACT NO. 860**, Bell County, Texas, and being a portion of that called 59.569 acre tract conveyed in a deed to McLean Commercial, Ltd., of record in Document No. 2013-00040771, Official Public Records of Real Property, Bell County, Texas, a portion of that called 2.109 acre tract conveyed to James D. McLean, Jr. in Document No. 2014-00043781, Official Public Records of Real Property, Bell County, Texas and a portion of that called 0.635 acre tract James D. McLean, Jr. in Document No. 2015-00025203, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows;

BEGINNING at a 5/8" iron rod with "ACS" cap found on the north right of way of U. S. Highway 190, being the southwest corner of said 2.109 acre tract, same being the southeast corner of a called 5.059 acre tract of land conveyed to Belton Hwy. 190/FM 1670 Northeast Partnership, LTD. In Document No, 2007-00039559, Official Public Records of Real Property, Bell County, Texas, for the southwest corner of this tract;

THENCE in a northerly direction, with the west line of said 2.109 acre tract, same being the east line of said 5.059 acre tract, **N. 16° 19' 37" E., 369.19 feet**, to a #60d nail found in the south line of said 0.635 acre tract, being the northwest corner of said 2.109 acre tract, same being the northeast corner of said 5.059 acre tract, for a corner of this tract;

THENCE continuing in a northerly direction, over and across said 0.635 acre tract, **N. 16° 52' 51" E., 121.92 feet**, to a calculated point on the north line of said 0.635 acre tract, for the northwest corner of this tract;

THENCE in an easterly direction, **S. 73° 07' 09" E., 187.66 feet**, to a calculated point, for the most northerly, northeast corner of this tract;

THENCE in a generally southerly direction, the following two (2) courses and distances:

- 1) S. 28° 12' 16" E., 14.16 feet, to a calculated point, for the most easterly, northeast corner of this tract:
- 2) S. 16° 42' 38" W., 487.95 feet, to a calculated point on the north right of way of U. S. Highway 190, same being the south line of said 2.109 acre tract, for the southeast corner of this tract;

THENCE in a westerly direction, with the south line of said 2.109 acre tract, same being the north right of way of U. S. Highway 190, the following two (2) courses and distances:

1) N. 68° 48' 52" W., 139.33 feet, to a 4" brass cap monument found, for a corner of this tract:

2) N. 76° 46' 03" W., 56.75 feet, to the POINT OF BEGINNING and containing 2.22 Acres of Land.

This document was prepared under 22 TAC 663.21, It does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

This project is referenced to the City of Belton Coordinate System, an extension of the Texas Coordinate System of 1983, Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 513. The theta angle at City Monument No. 513 is 01° 27' 43". The combined correction factor (CCF) is 0.9998824. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 513 to the southwest corner of this 2.22 Acre tract is S 33°34'12" W, 5089.00 feet. Published City coordinates for project reference point 513 are N. = 10,362,951.771 E. = 3,185,104.958.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

Surveyed January 25, 2015

ALL COUNTY SURVEYING, INC. 1-800-749-PLAT

Tx. Firm Lic. No. 10023600

Server/projects/pro130000/130700/130755/130755 Zoning-2.22.doc

Charles C. Lucko

Registered Professional Land Surveyor

Registration No. 4636



ORDINANCE NO. 2016-14

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL AND SINGLE FAMILY-2 TO PLANNED DEVELOPMENT COMMERCIAL HIGHWAY ZONING DISTRICT ON A 2.81 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 4 DESIGN STANDARDS.

WHEREAS, James McLean, owner of the following described property has presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 15th day of March, 2016, at 5:30 p.m. for hearing and adoption, said district being described as follows:

7140 West Highway 190, Belton, Texas (location map attached as Exhibit "A")

WHEREAS, said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time and place of the hearing on said application by the City Council of the City of Belton was set for the 22nd day of March, 2016, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that the said district located on a tract of land as more fully and completely described above, be and is hereby changed from an Agricultural and Single Family-2 Zoning District to Planned Development Commercial Highway Zoning District, in accordance with Section 23 – Commercial Highway Zoning District, and the Design Standards in Ordinance No. 2014-17, Section 7.1 of the Zoning Ordinance. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

- 1. The allowable uses of the property shall conform to the Commercial Highway Zoning District in all respects.
- 2. The development of the property shall conform to all applicable Type Area 4 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including the items below, as well as conditions in Item 3:
 - a. Site Development Standards
 - b. Building Design Standards

- c. Landscape Design Standards
- d. When development is proposed, detailed site plan review shall be completed by the Planning and Zoning Commission and City Council in the same manner as prescribed in the Zoning Ordinance for a zoning change, and the review shall be completed prior to the issuance of a building permit.
- 3. Sign Standards shall conform to Ordinance 2008-11.
- 4. Subdivision plat is required prior to issuance of a building permit.

This ordinance was presented at Belton and upon reading was passed a March, 2016, by a vote of ayes	the stated meeting of the City Council of the City of adopted by the City Council on the 22 nd day of and nays.
SIGNED AND APPROVED by th 22 nd day of March, 2016.	e Mayor and attested by the City Clerk on this the
ATTEST:	Marion Grayson, Mayor
Amy M. Casey, City Clerk	

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

February 12, 2016

Surveyor's Field Notes for:

2.23 ACRES, situated in the **LEWIS WALKER SURVEY**, **ABSTRACT NO. 860**, Bell County, Texas, and being a portion of that called 59.569 acre tract conveyed in a deed to McLean Commercial, Ltd., of record in Document No. 2013-00040771, Official Public Records of Real Property, Bell County, Texas and all of that called 1.71 acre tract conveyed James D. McLean, Jr. in Document No. 2015-00029610, Official Public Records of Real Property, Bell County, Texas and being more particularly described as follows;

BEGINNING at a 3/8" iron rod found in the north right of way of U. S. Highway 190, being the southeast corner of said 1.71 acre tract, same being the southwest corner of a tract of land conveyed to Jessie Olivarez in Volume 2227, Page 435, Official Public Records of Real Property, Bell County, for the southeast corner of this tract;

THENCE in a westerly direction, with the north right of way of U. S. Highway 190, **N. 68° 48' 52" W., 187.79 feet**, to a 5/8" iron rod with "ACS" cap found, being the southwest corner of said 1.71 acre tract, for the southwest corner of this tract;

THENCE in a generally northerly direction, the following two (2) courses and distances:

- 1) N. 16° 42' 38" E., 491.71 feet, to a calculated point, for the most westerly, northwest corner of this tract;
- 2) **N. 61° 47' 45" E., 14.12 feet**, to a calculated point, for the most northerly, northwest corner of this tract;

THENCE in an easterly direction, **S. 73° 07' 09" E., 183.74 feet**, to a calculated point, for the northeast corner of this tract;

THENCE in a southerly direction, the following two (2) courses and distances:

- 1) **S. 16° 52' 51" W., 118.09 feet**, to a calculated point, being the northeast corner of said 1.71 acre tract, for a corner of this tract;
- 2) **S. 17° 36' 02" W., 397.75 feet**, with the east line of said 1.71 acre tract, S. 17° 36' 02" W., 397.75 feet, to the **POINT OF BEGINNING** and containing *2.23 Acres* of Land.

This document was prepared under 22 TAC 663.21, It does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

This project is referenced to the City of Belton Coordinate System, an extension of the Texas Coordinate System of 1983, Central Zone. All distances are horizontal surface distances unless noted and all bearings are grid bearings. All coordinates are referenced to City Monument No. 513. The theta angle at City Monument No. 513 is 01° 27' 43". The combined correction factor (CCF) is 0.9998824. Grid distance = Surface distance X CCF. Geodetic north = Grid north + theta angle. Reference tie from City monument No. 513 to the southeast corner of this 2.23 Acre tract is S 28°44'17" W, 5005.91 feet. Published City coordinates for project reference point 513 are N. = 10,362,951.771 E. = 3,185,104.958.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

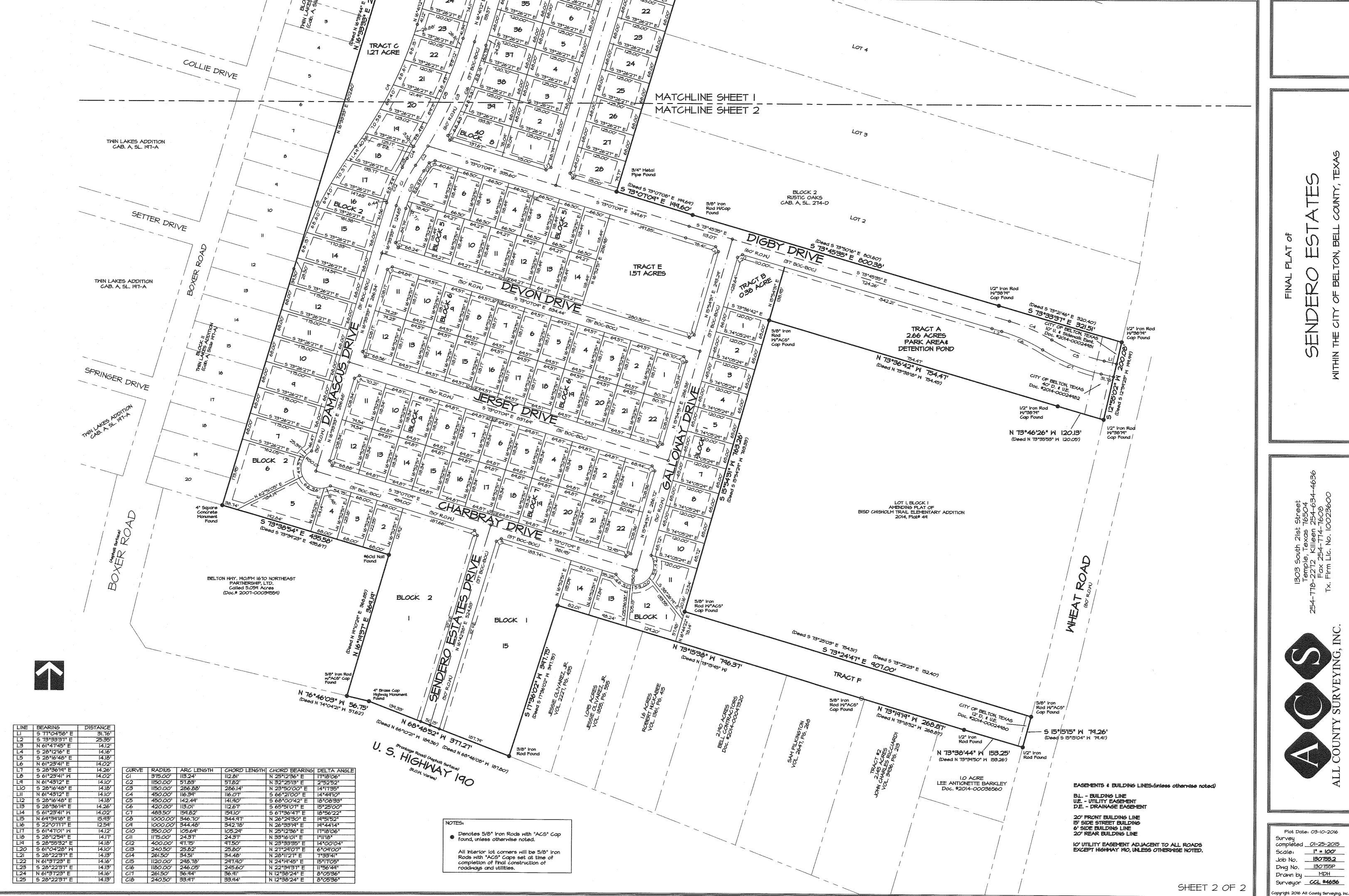
Surveyed January 25, 2015

ALL COUNTY SURVEYING, INC. 1-800-749-PLAT Tx. Firm Lic. No. 10023600 server/projects/pro130000/130700/130755/130755-2.23.doc



Charles C. Lucko Registered Professional Land Surveyor Registration No. 4636







Plot Date: 03-10-2016 compléted <u>01-25-2015</u> Scale: | | | = 100' Job No. <u>130755.2</u> Dwg No. <u>130755P</u> Drawn by MDH Surveyor <u>CCL #4636</u>

Staff Report – City Council Agenda Item



Date: March 22, 2016

Case No.: P-16-10 Request: Final Plat

Applicant: McLean Group LLC

Agenda Item #10

P-16-10 Consider a final plat for Sendero Estates Subdivision, a 63.38 acre tract, located on the west side of Wheat Road, east of Boxer Road, and north of the US Highway 190.

Originating Department

Planning – Erin Smith, Director of Planning

Case Summary

This is a 179-lot subdivision proposed for 177 single family homes and 2 commercial properties along US Highway 190.

Project Analysis and Discussion

This is a single family subdivision, containing a total of 179 lots, proposed as Sendero Estates Subdivision. There are a total of 177 lots proposed for single family construction and two lots proposed for commercial. The residential lots are in compliance with the Single Family-2 Zoning District requirements, except a 20 feet front yard setback was approved with the preliminary plat prior to annexation inside the City limits. A zoning change request to Planned Development Commercial Highway for Lot 1, Block 2 and Commercial Highway for Lot 15, Block 1 is being presented concurrently with the final plat. The preliminary plat, formerly known as Chisholm Trail West Subdivision, was approved by Council on June 24, 2014. In November 2014, City staff submitted a request to the Public Utility Commission (PUC) to transfer the Dog Ridge Water Supply Corporation (DRWSC) CCN to the City of Belton. The Dog Ridge Water Supply Corporation Board voted its approval to relinquish the Certificate of Convenience and Necessity (CCN) and allow full certification by the City of Belton so that Belton may serve this subdivision with City water. This CCN transfer took several months to complete, so two preliminary plat extensions were approved by Council in May and October 2015 to ensure the CCN transfer was complete prior to final plat consideration. The CCN transfer is now complete and will provide the City of Belton with the exclusive right to provide water to this proposed subdivision.

Digby Drive is proposed as a collector street, with 60 feet of ROW and 37 feet pavement width. To create a collector street network from Digby Drive to Pointer Drive, the developer is proposing that Pointer Drive and Damascus Drive, from Digby Drive to Pointer Drive contain 60 feet of ROW and 37 feet pavement width. The portion of Pointer Drive west of this

subdivision outside the City limits is currently contains 60 feet of ROW and this proposal is consistent with that existing ROW. Sendero Estates Drive is proposed to contain 50 feet of ROW with a 37 feet street pavement width. The developer is also proposing to have 50 feet of ROW with a 37 feet street pavement width for Galloway Drive and Charbray Drive, from Sendero Estates Drive to Galloway Drive to provide adequate traffic flow within this subdivision leading to the two points of access. Digby Drive will extend west and terminate at Damascus Drive.

According to the 2009 International Fire Code, two points of access are required for subdivisions with 30 lots or more. When the preliminary plat was approved, two means of access were proposed from Digby Drive to Wheat Road and Pointer Drive to the existing Twin Lakes Addition subdivision. The developer is now proposing a second means of access at Sendero Estates Drive from US Highway 190. The developer is proposing to pave Pointer Drive to within his subdivision to the Lake-to-Lake Road ROW for a possible connection in the future.

On August 25, 2015, Council approved an amendment to Section 503, Sidewalk Standards and Policy, of the Subdivision Ordinance. This policy requires sidewalks along both sides of collector and arterial streets. When this policy was approved, Council also approved a resolution to require sidewalks required along one side of collector streets on plats approved between February 25, 2014 and August 25, 2014. A list of subdivisions approved within this time frame and associated collector streets was included in this resolution. Digby Drive was included in this resolution since the preliminary plat was approved within this time frame. Therefore, only one sidewalk side is required.

The developer is proposing a sidewalk plan to include a 5 feet wide sidewalk along the south side of Digby Drive, extending from Wheat Road to Damascus Drive. The southern side of Digby was chosen due to the proximity to the proposed public parkland within this subdivision. The developer is also proposing to create a sidewalk network by providing a 5 feet wide sidewalk along both sides of Sendero Estates Drive, the south side of Charbray Drive, and the east side of Galloway Drive. There are lots fronting Galloway Drive and a portion of Charbray Drive, so the 5 feet wide sidewalks in those areas will be installed by the builders and the developer will install sidewalks in all other areas. The 10 feet wide hike and bike trail installed by the City along the west side of Wheat Road extends just south of the Digby Drive entrance for this subdivision. The developer is proposing to construct a 10 feet wide hike and bike trail from the current terminus to the northern plat boundary along Wheat Road. This sidewalk plan will create a safe pedestrian network from US Highway 190 to Chisholm Trail Elementary (see Sidewalk Plan).

Tract A is located on the southern side of Digby Drive and is a total of 3.04 acres. Tract A is proposed to contain 1.32 acres for a regional detention pond and 1.72 acres of proposed parkland. There are a total of 177 residential lots in this proposed subdivision; therefore, a dedication of 1.77 acres of parkland is required. Typically when the City receives public parkland through subdivision dedication, this is raw land without any improvements. The developer is proposing to install a concrete half-court basketball area and bench in the public

park area; therefore, the minor reduction in the required acreage appears to be a reasonable request and will provide suitable park area for the residents in this subdivision and the surrounding community. Tract B is part of the Rustic Oaks subdivision restrictive covenants that do not permit the creation of residential lots less than 5 acres in size. The developer is proposing to maintain ownership of this tract and when the restrictive covenants are amended, this tract will be replatted into single family lots. The developer is proposing to maintain ownership of Tract E since due to the tract dimensions it cannot be utilized in this subdivision.

The final plat for this subdivision includes a proposal to convey approximately 120' of right-of-way (ROW) for the future Lake-to-Lake Road ROW, a total of 4.29 acres (Tracts C and D). In combination with existing Boxer Road ROW (currently 60' ROW), and transitions inside and outside the plat boundary, this alignment is consistent with Belton's Thoroughfare Plan. This proposal will maintain the opportunity for an eventual Lake-to-Lake Road street alignment, with this area proposed to be removed from the TXDOT project boundary. Due to TXDOT's expressed "environmental justice" concern with any alignment that differs from its preferred alternative, the section of road from US 190 to FM 93 has been deleted from TXDOT's project boundary and is the responsibility of local entities, the City and the County. The portion of Lake-to-Lake Road from FM 93 to FM 439 is now the TXDOT project boundary.

On March 8th, Council approved a development agreement that included City obligations to compensate the developer for the 4.29 acres of Lake to Lake Road ROW. The development agreement also included funding from the City to oversize the water and sewer lines from 8 inches to 12 inches to accommodate future growth to the north and west of this subdivision.

We have reviewed the plat and find it acceptable, subject to conditions contained in the letter to the applicant's engineer, and to the conditions below.

Recommendation

The P&ZC unanimously recommended approval of a final plat for Sendero Estates Subdivision, a 63.38 acre tract, located on the west side of Wheat Road, east of Boxer Road, and north of the US Highway 190, and Staff concurs, subject to:

- 1. Construct 5 feet wide sidewalks:
 - a) Along the southern side of Digby Drive, from Wheat Road to Damascus Drive.
 - b) Along the eastern side of Galloway Drive.
 - c) Along the south side of Charbray Drive, from Sendero Estates Drive to Galloway Drive.
 - d) Along both sides of Sendero Estates Drive
- 2. Construct a 10 feet wide hike and bike trail from the current terminus to the northern plat boundary along Wheat Road.
- 3. Dedicate Tract A to the City for a regional detention pond and public parkland.
- 4. Install a concrete half-court basketball area and park bench.

5. Compliance with all conditions in the City's Letter to Applicant's Engineer dated March 3, 2016.

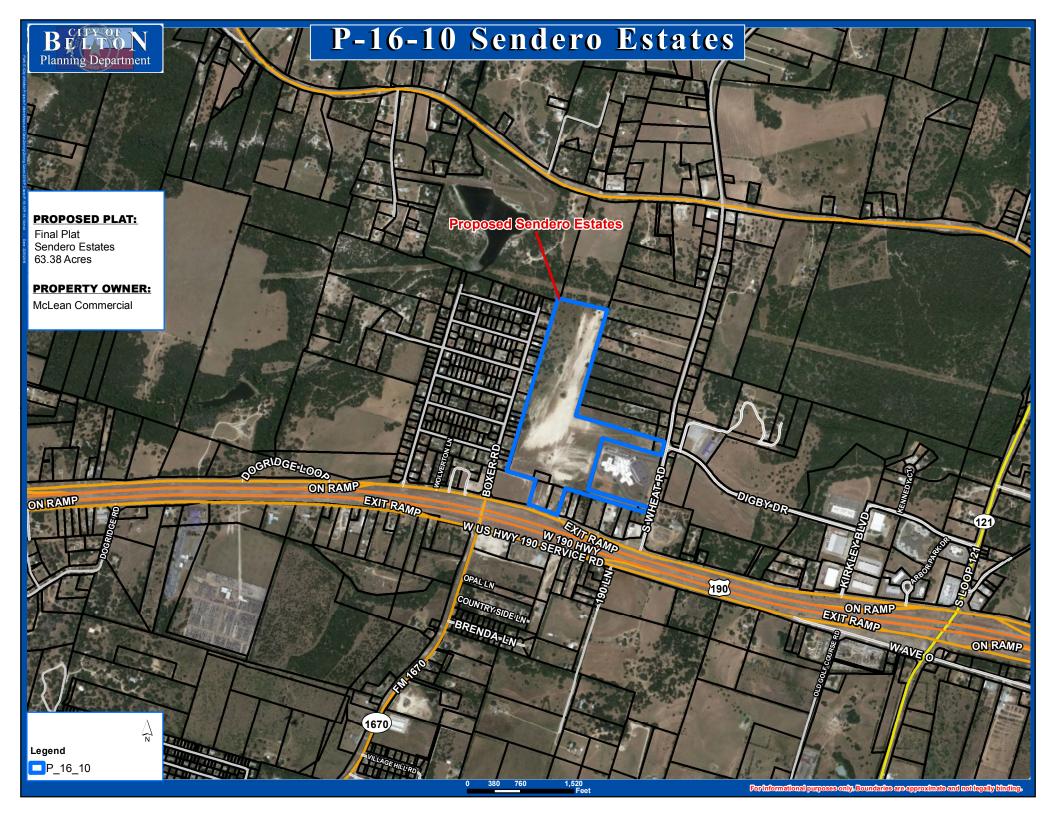
Attachments

Final Plat Application
Location Map
Final Plat
Utility Plan
Topography Plan
Sidewalk Plan
City's Letter to Applicant's Engineer dated March 3, 2016
P&Z Minutes Excerpt

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

Application is hereby made to the City Council for the following:
Preliminary Subdivision
Final Subdivision Fees Due \$ 787
Adminstrative Plat
☐ Replat
□ E11
City Limits
Date Received: Feb 16, 24 Date Due: Feb 16, 24 working days) (All plans are to be returned to the Planning Department within 5 working days)
Applicant: Clark & Fuller Phone Number: 254.899.0899
Mailing Address: 215 North Main Street
Email Address: JFuller@clark-fuller.com
Owner: McLean Commercial, Ltd. & James D. McLean Phone Number:
Mailing Address: PO Box 1183 Killeen, Texas 76540
Email Address: Shepherd@mcleanlc.com
Current Description of Property:
Lot: Subdivision:
Acres: 63.38 Survey: Lewis Walker Survey
Abstract Number: 860 Street Address: 800 Wheat Road, Belton, TX
Frontage in Feet: 420 Depth in Feet: 2900
Does Zoning comply with proposed use? Current Zoning: SF-2
⊠ Yes □ No
Name of Proposed subdivision: Sendero Estates
Number of Lots: 179 Fees \$ 787
Signature of Applicant: Date: 2/15/16
Signature of Owner:



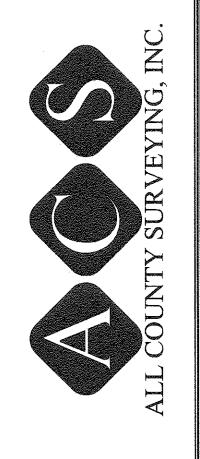


Final Plat of 79.79 ACRE BRIAN K. CARROLL and wife, LAURA E. CARROLL DOC. #2011-00008485 SENDERO ESTATES a subdivision in the City of Belton, Bell County, Texas. 25.0 ACRES FERNANDO DELEON, TRUSTEE DOC. #2008-00015750 POINT OF BGINNING 5/8" Iron Rod W'ACS" Being 63.38 ACRES situated in the LEWIS WALKER SURVEY, ABSTRACT NO. 860, Bell County, Texas TWIN LAKES ADDITION CAB. A, SL. 197-A OWNERS: MCLEAN COMMERCIAL PO BOX 1163 KILLEEN, TX 76540 LOTS - 179 BLOCKS - 8 TRACTS - 5 JAMES D. MCLEAN JR. PO BOX 1183 KILLEEN, TX 76540 STATE OF TEXAS COUNTY OF BELL MCLEAN COMMERCIAL, LTD. and JAMES D. MCLEAN, JR. BEING THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS **SENDERO ESTATES**, A SUBDIVISION IN THE CITY OF BELTON, BELL COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON WITHIN THE TWIN LAKES ADDITION CAB. A, SL. 197-A VICINITY MAP - N.T.S. -MCLEAN COMMERCIAL, LTD. By: WILLIAM E. HICKMAN BLOCK 2 RUSTIC OAKS CAB. A, SL. 274-D JAMES D. MCLEAN, JR. STATE OF TEXAS COUNTY OF BELL BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM E. HICKMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND TRACT D 3.03 ACRE GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF ______ 2016. NOTARY PUBLIC, STATE OF TEXAS TWIN LAKES ADDITION CAB. A, SL. 197-A STATE OF TEXAS COUNTY OF BELL BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES D. MCLEAN, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ POINTER DRIVE NOTARY PUBLIC, STATE OF TEXAS POINTER DRIVE Denotes 5/8" Iron Rods with "ACS" Capf found, unless otherwise noted. TWIN LAKES ADDITION STATE OF TEXAS CAB. A, SL. 197-A All interior lot corners will be 5/8" Iron Rods with "ACS" Caps set at time of COUNTY OF BELL completion of final construction of roadways and utilities. I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SENDERO ESTATES, AN ADDITION WITHIN THE CITY LIMITS OF THE CITY OF BELTON, BELL COUNTY, TEXAS, WAS APPROVED THIS THE _____ DAY OF _____, 2016, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BELTON, TEXAS. 22 EASEMENTS & BUILDING LINES: (unless otherwise noted) U.E. - UTILITY EASEMENT SECRETARY 23 DE. - DRAINAGE EASEMENT 20' FRONT BUILDING LINE 1.27 ACRE 15' SIDE STREET BUILDING 6' SIDE BUILDING LINE SAID SUBDIVISION LIES WITHIN THE CITY LIMITS OF THE CITY OF BELTON, BELL COUNTY, TEXAS, AND 20' REAR BUILDING LINE SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE PLATTING ORDINANCE OF THE CITY OF BELTON, IO' UTILITY EASEMENT ADJACENT TO ALL ROADS EXCEPT HIGHWAY 190, UNLESS OTHERWISE NOTED. MATCHLINE SHEET WITNESS MY HAND AND SEAL THIS THE _____ DAY OF _____, 2016. MATCHLINE SHEET 2 CITY CLERK LOT3 STATE OF TEXAS COUNTY OF BELL BLOCK 2 RUSTIC OAKS I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SENDERO ESTATES, AN CAB. A, SL. 274-D ADDITION WITHIN THE CITY LIMITS OF THE CITY OF BELTON, BELL COUNTY, TEXAS, WAS APPROVED THIS THE __ DAY OF ____ ____, 2016, BY THE CITY COUNCIL OF STATE OF TEXAS THE CITY OF BELTON, TEXAS. COUNTY OF BELL The Tax Appraisal District of Bell County does hereby certify there are currently no delinquent taxes RECORDATION INFORMATION: due to the Tax Appraisal District of Bell County on the property described by this plat. I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND FILED FOR RECORD THIS ______ DAY OF ______, 2016. CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE IN YEAR ______ PLAT #_____, PLAT RECORDS OF BELL COUNTY, TEXAS CORRECTLY SHOWN THEREON. DEDICATION INSTRUMENT NO. _ , OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS. Bell County Tax Appraisal District CHARLES C. LUGK 4636 CHARLES C. LUCKO, R.P.L.S. DATE SURVEYED: January 25, 2015 REGISTRATION NO. 4636 SHEET I OF 2

SENDERO ESTATES

MITHIN THE CITY OF BELTON, BELL COUNTY, TEXAS

1303 South 21st Street Temple, Texas 76504 54-778-2272 Killeen 254-634-4636 Fax 254-774-7608



Flot Date: 03-10-2016

Survey

completed 01-25-2015

Scale: 1" = 100'

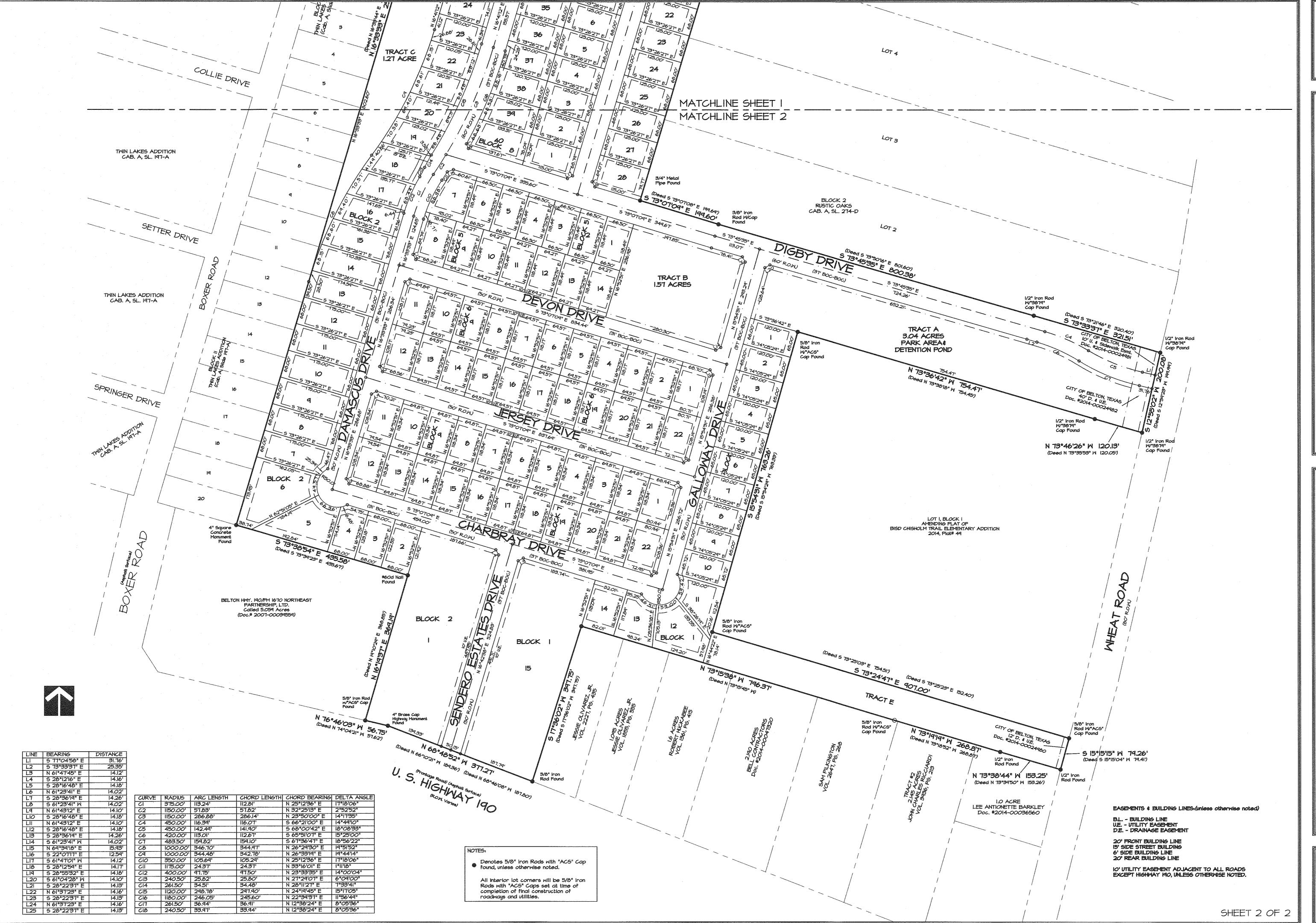
Job No. 1307552

Dwg No. 130755P

Drawn by MDH

Surveyor CCL *4636

Copyright 2016 All County Surveying, Inc.



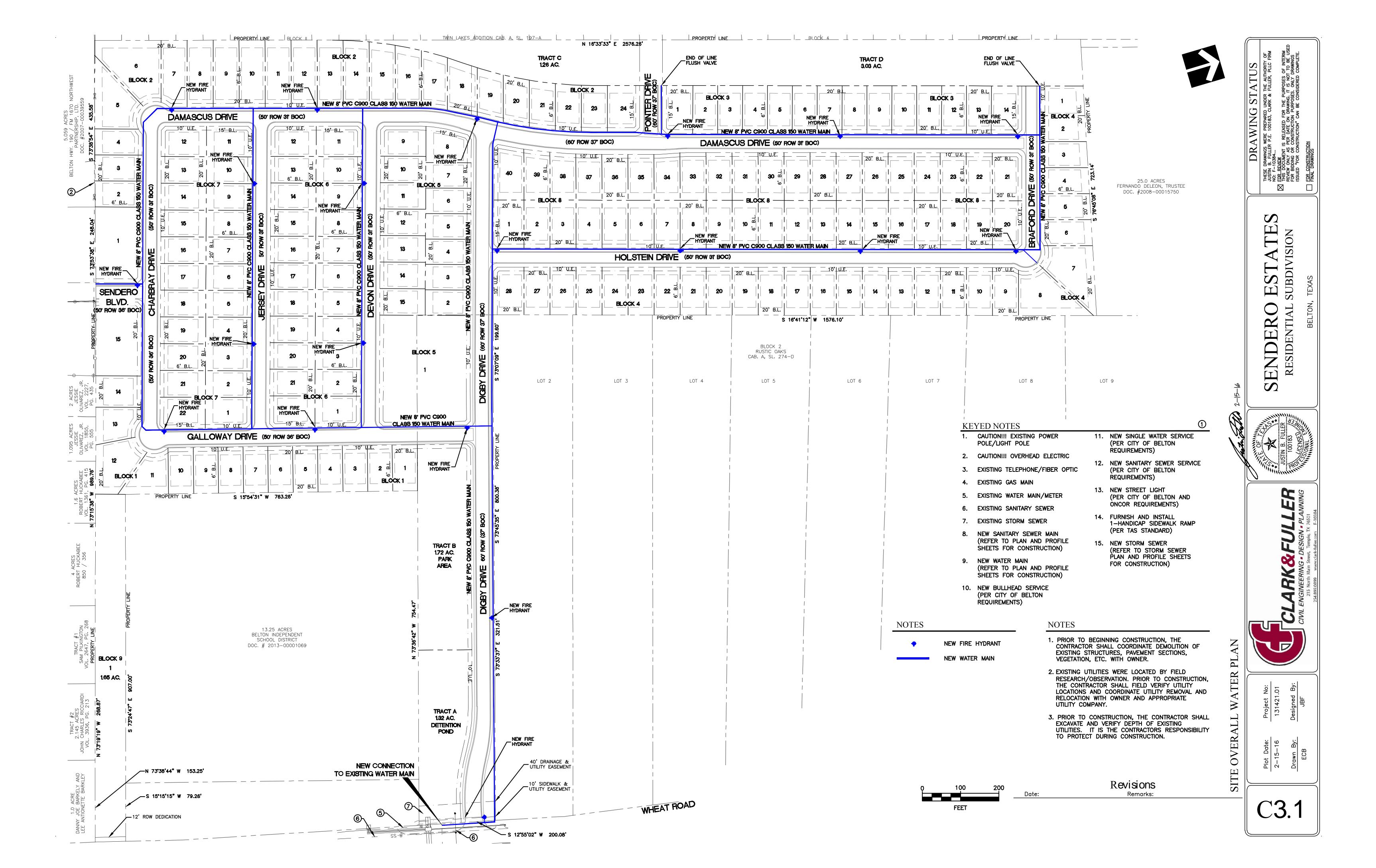
SENDERO ESTATES

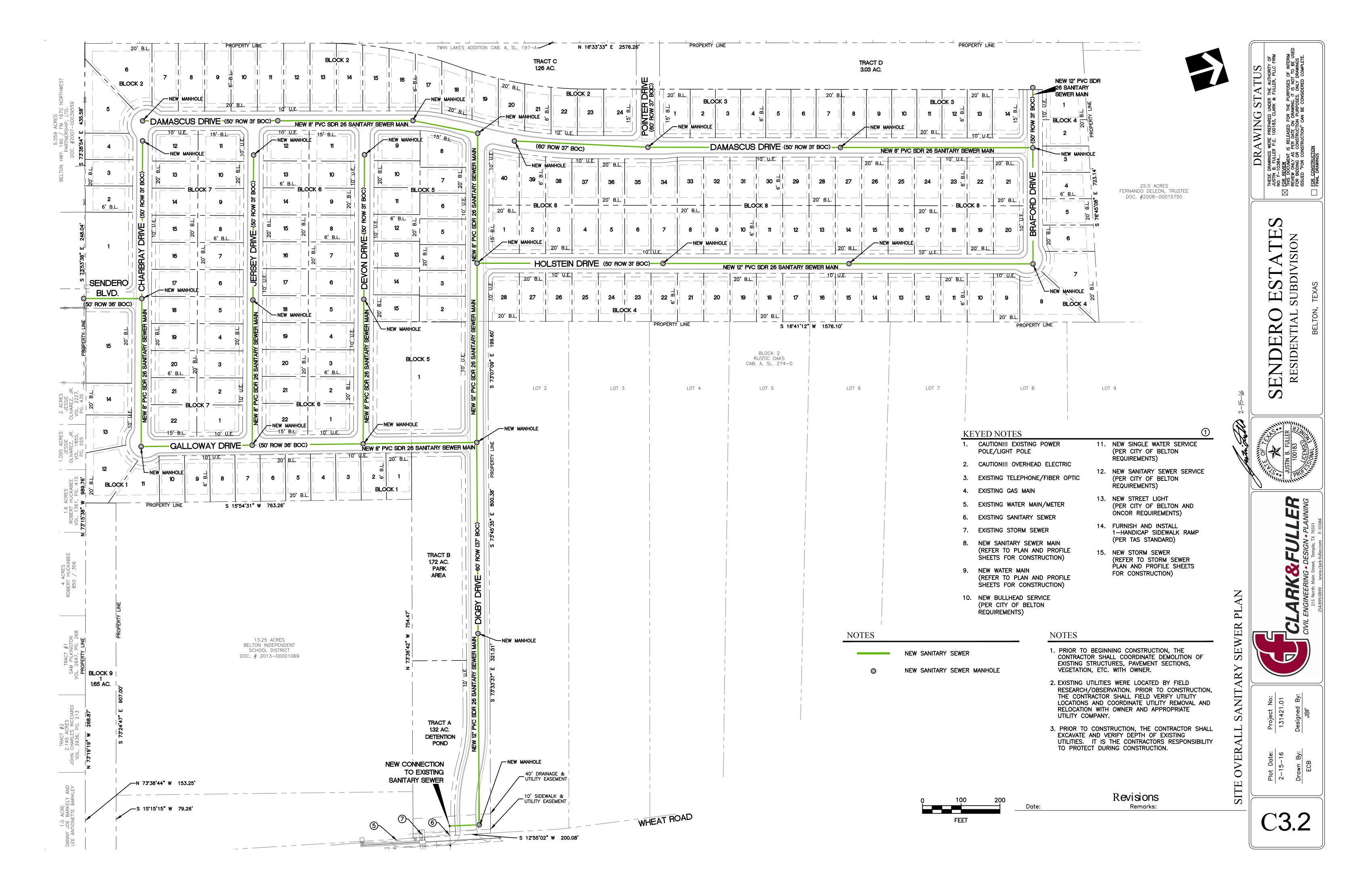
WITHIN THE CITY OF BELTON, BELL COUNTY, TEXAS

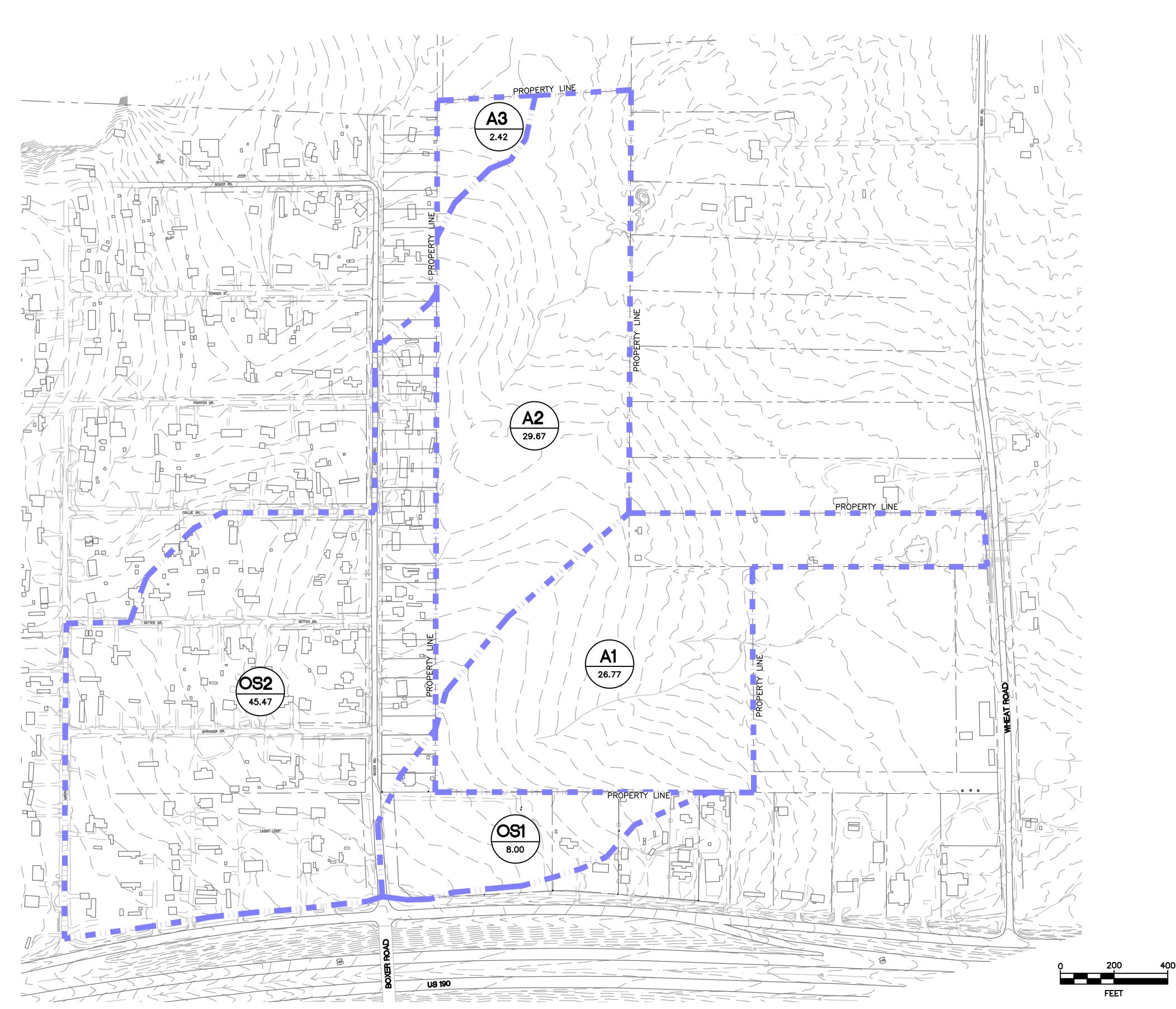
1303 South 21st Street Temple, Texas 76504 254-778-2272 Killeen 254-634-4636 Fax 254-774-7608 Tx. Firm Llc. No. 10023600



Plot Date: 03-10-2016
Survey
completed 01-25-2015
Scale: 1" = 100'
Job No. 1307552
Dwg No. 130755P
Drawn by MDH
Surveyor CCL #4636
Copyright 2016 All county Surveying, inc.







LEGEND

DRAINAGE DESIGN CRITERIA



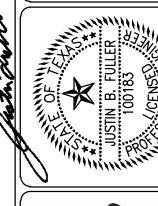
RATIONAL METHOD EQUATION Q = (C) (I) (A)

DRAINAGE CALCULATIONS

		PRE-D	EVELOPN	MENT		
AREA DESIGNATION	AREA (acres)	Tc (min.)	COEF. OF RUNOFF	FREQ.	INTEN. (in./hr.)	DISCHARGE (cfs)
Area 1	26.77	30	0.30	2	3.07	24.68
Area 1	26.77	30	0.30	5	4.00	32.13
Area 1	26.77	30	0.30	10	4.58	36.79
Area 1	26.77	30	0.30	25	5.39	43.31
Area 1	26.77	30	0.30	50	5.93	47.62
Area 1	26.77	30	0.30	100	6.64	53.33
Area 2	29.67	47	0.30	2	2.29	20.36
Area 2	29.67	47	0.30	5	3.01	26.78
Area 2	29.67	47	0.30	10	3.45	30.73
Area 2	29.67	47	0.30	25	4.07	36.21
Area 2	29.67	47	0.30	50	4.50	40.06
Area 2	29.67	47	0.30	100	5.03	44.77
Area 3	2.42	24	0.30	2	3.52	2.56
Area 3	2.42	24	0.30	5	4.57	3.32
Area 3	2.42	24	0.30	10	5.22	3.79
Area 3	2.42	24	0.30	25	6.15	4.46
Area 3	2.42	24	0.30	50	6.74	4.89
Area 3	2.42	24	0.30	100	7.56	5.49
051	8.00	28	0.30	2	3.21	7.70
0S1	8.00	28	0.30	5	4.17	10.01
0S1	8.00	28	0.30	10	4.77	11.46
051	8.00	28	0.30	25	5.62	13.49
0S1	8.00	28	0.30	50	6.17	14.82
0S1	8.00	28	0.30	100	6.92	16.60
052	45.47	67	0.40	2	1.79	32.48
0S2	45.47	67	0.40	5	2.37	43.04
0S2	45.47	67	0.40	10	2.72	49.50
052	45.47	67	0.40	25	3.21	58.36
0S2	45.47	67	0.40	50	3.57	64.91
0S2	45.47	67	0.40	100	3.99	72.48

ESTATES

SUBDIVISION SENDERO RESIDENTIAL S

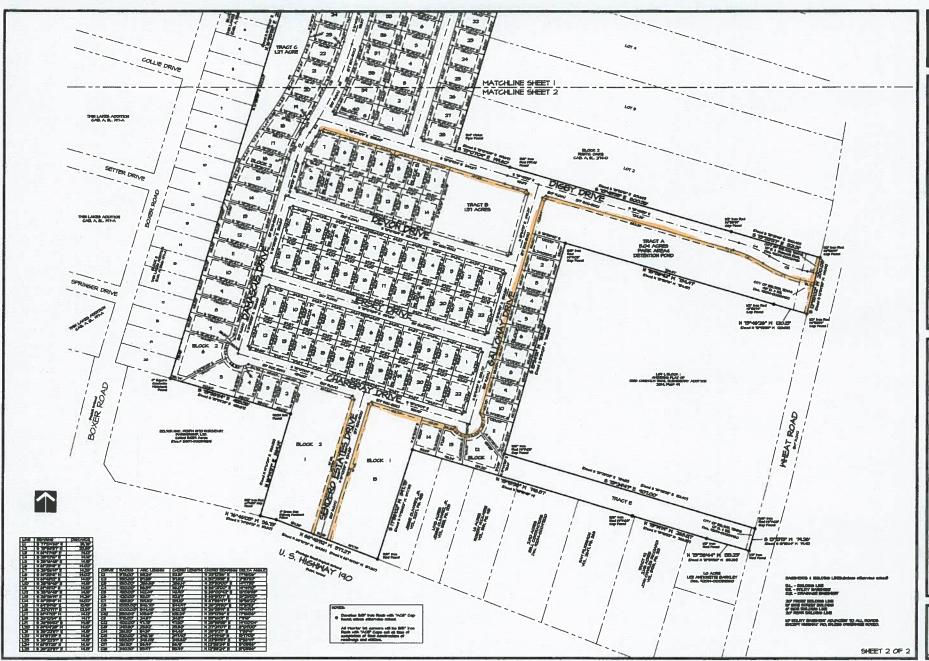




PRE-DEVELOPMENT DRAINAGE PI

C4.1

Revisions Remarks:



FINAL PLAT OF SENDERO ESTATES WITHIN THE CITY OF BELTON, BELL COMMY, TEXAS

BC/9 South 28t Street
Temple, Tesson 19504
254-775-772 - Killes 1954-4696
7x, Frm Lic. No. 1002286c0





City of Belton

Planning Department

March 3, 2016

Applicant: Clark and Fuller / McLean Commercial, Ltd.

Date Submitted: 02-16-16

Project: Sendero Estates, Final Plat

Location: 63.38 Acres, South Wheat Road, Belton, Texas 76513

Please address these comments from the City of Belton following review of your submittal.

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

Planning:

- 1. Please state the lot width dimensions for Lots 3-8, Block 1.
- 2. Include setbacks on Lot 1, Block 2 and Lot 15, Block 1.
- 3. Please change Galloway Drive, Charbray Drive (from Sendero Boulevard to Galloway Drive), and Sendero Drive to a 37 feet BOC pavement width.
- 4. State the right-of-way (ROW) width of Wheat Road.
- 5. Please provide the TXDOT permit for the entrance off Highway 190.
- 6. Please submit to TXDOT to review the ROW width of Highway 190 to determine if additional ROW is needed.
- 7. Please submit a tree survey for staff review.
- 8. Will there be a subdivision entrance sign? If so, recommend creating common area for that signage.
- 9. Please submit restrictive covenants for staff review.
- 10. Please submit the plat for review by Clearwater UCD and Dog Ridge WSC.
- 11. What is the proposed use of Lot 1, Block 9?
- 12. Please identify a 5 feet wide sidewalk along both sides of Sendero Boulevard and the south side of Charbray Drive.
- 13. Please revise the plans to include a 10 feet hike and bike trail along Wheat Road where it doesn't exist now.
- 14. Confirm legal authority to provide fire protection outside the City's CCN as proposed.

Public Works/KPA:

- 1. General
 - a. The notes refer to a parking lot. Please clarify the location of the parking lot.
 - b. The notes refer to private sidewalks. Please clarify what sidewalks are private vs. public.
 - c. Sheet C11.2. Is the Tract C label supposed to be Block 5 Lot 1?
 - d. What is the proposed use of Lot 1, Block 9 and who is responsible for maintenance?

- e. Is there a geotechnical report for the project? If there has been one prepared or one is to be prepared, the pavement sections need to reflect the selected structure to be used and identify the specifications to be implemented such as ASTM compaction, moisture content, types of materials, thickness of courses, etc.
- f. Has Bell county reviewed the plans?
- g. Has TxDOT reviewed the plans?
- h. Item 8 under General Construction Notes on Sheet C2.1 refers to the "Standard Specifications For Public Works Construction North Central Texas Latest Edition." The City of Belton has not adopted this Specification Document for construction in the City of Belton and thus, will need to be evaluated for acceptance to use details for this project.
- i. Plan sheet C2.2-Trench Safety Notes-Item 3: This note regarding indemnification shall include the City of Belton, Bell County and the State of Texas as an indemnified parties. Also, this paragraph shall be made a part of the written contract between the Owner of the project and the Contractor or Contractors selected to construct this project.
- j. Provide a pavement striping plan for Digby Drive from Station 15+00 to Station 18+67 including street markings and pedestrian cross walks. All pavement markings shall be heat applied, thermoplastic materials with the appropriate application of glass, reflective beads. See TxDOT specifications items for further details.
- k. Sheet C15.1: The reference to Pointer Drive at the top of the profile layout should probably read "SENDERO BLVD."
- 1. Will there be sidewalk access between lots to the school from Galloway Drive?

2. Utilities

- a. Polyethylene plastic wrap shall be AWWA approved.
- b. All materials shall be US domestic.
- c. The City of Belton has elected to oversize both water and sewer per the development agreement. Please revise the plans to reflect this change.
- d. Extend sewer through Pointer for future connections.
- e. The meter box detail has changed to accommodate the new automatic meter reading meters. Please contact Angellia Points for revised detail and model number.
- f. Sheet C8.1. Call out the valve and bend in the waterline at Charbray and Galloway Drive.
- g. Are the valves at Damascus and Devon shown on Sheet C11.1 and C7.2 shown in the same locations? Same question applies to the valve at Damascus and Jersey on C7.1 and C10.1.
- h. Some of the water lines crossing over sewer lines seem to be closer than two feet in vertical separation. Please verify all crossings meet TCEQ Chapter 217.53.
- i. The potable water pipe proposed is PVC C900 Class 150. This pipe should be PVC C900 DR 18 since the most recent classification.
- j. Who is the legal entity to provide fire service to Block 1 Lot 15 and Block 2 Lot 1? Fire service from the City of Belton would require a looped water line along Sendero Blvd with a hydrant on both sides of the road at the CCN line. The waterlines shall be 8 inches in diameter.

3. Drainage

- a. On all drainage drawings, include direction of flow arrows and label all major contours.
- b. Show proposed or existing grading in the ROW on Sheet C4.2.
- c. Is the pre-development and post-development grades consistent with the grading done on site to-date? This will affect the cut and fill required for the streets, lots, drainage calculations, etc.
- d. In the proposed drainage channel concrete between Block 4 Lots 7 and 8 concrete lined?
- e. Recommend changing the 10' utility easement on Block 2 Lot 18 to a drainage easement.
- f. Although there is no increase in the 100-year storm runoff to the northeast, the flow is concentrated through the channel, discharging onto private property. An easement or written consent from downstream property(ies) is required. The same comment applies to the property owner northwest of the development who is receiving more runoff than pre-development, although the owner did express a desire to receive addition runoff. Public Works would like to request a meeting with the Engineer to walk through the drainage calculations and improvements. Please contact Angellia Points for a meeting time/date.
- g. Fence is proposed around the detention pond. Fences aren't typically recommended around detention ponds for rescue operations and maintenance. Please clarify intent. The City would like to discuss other safety measures, including signage.
- h. The proposed storm drainage pipe in the construction plans calls for HDPE pipe. The City's requirement for storm drain piping is RCP.
- i. A complete drainage report is required. The detention pond sizing and design was not verified with the data provided on the plans.
- j. Sheet C8.2 shows the stormwater pipe crossing very close to the water line with very little cover over the stormwater pipe. Please verify location of storm sewer and depth of cover over this pipe. Also verify if the waterline should be encased at this crossing.

Building Official:

No comments.

Fire Department:

No comments.

Police Department:

Please avoid leaving construction equipment and materials unsecure on job site to avoid theft.

GIS:

- 1. Label "Point of Beginning"
- 2. Sendero Boulevard There is a similarly named street known as "Sendera Road" with a Belton address and zip code outside Harker Heights. Please change this street to a

- different name. Recommend changing the name to "Sendero Estates Drive", similar to the subdivision name.
- 3. Devon Road Street needs to be renamed or coupled with a modifier since there is a street in the vicinity of Belton's City Limits named "Devin Road" and a near phonetically similar street named "Dauphin Drive" in the Belton Postal area.

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

Minutes of the meeting of the **Planning and Zoning Commission (P&ZC)**

City of Belton 333 Water Street Tuesday, March 15, 2016

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair John Holmes, Rae Schmuck, Frank Minosky, Mat Naegele and Jason Morgan. The following staff members were present: Director of Planning, Erin Smith and Planning Clerk, Laura Livingston. Commission members Brett Baggerly, Ben Pamplin, Joel Berryman and Eloise Lundgren were absent.

6. P-16-10 Consider a final plat for Sendero Estates Subdivision, a 63.38 acre tract, located on the west side of Wheat Road, east of Boxer Road, and north of U.S. Highway 190.

Ms. Smith presented the report.

Mr. Morgan asked if Pointer Drive will extend to Boxer Road? Ms. Smith showed the map to the Commission and described that Pointer Drive will not extend to Boxer Road, but the proposed ROW for Pointer Road in this subdivision will make that possible if an extension is needed.

Chair Holmes asked if Bradford Drive could become an access road in the future? Ms. Smith said yes, it's a possibility since it terminates at the Lake to Lake Road ROW.

Mr. Naegele made the motion to approve the final plat for Sendero Estates Subdivision, a 63.38 acre tract, located on the west side of Wheat Road, east of Boxer Road, and north of U.S. Highway 190, as recommended by staff. Ms. Schmuck seconded the motion, which was approved with 4 ayes, 1 nay. Chair Holmes voted in opposition.

Staff Report – City Council Agenda Item



Date: March 22, 2016

Case No.: P-16-09
Request: Final Plat
Applicant: Wildcreek LLC

Agenda Item #11

P-16-09 Consider a final plat for Mystic River, Phase II, a 10.071 acre tract of land, located east of North Main Street, west of the Leon River, and south of the existing Mystic River, Phase I, subdivision.

Originating Department

Planning - Erin Smith, Director of Planning

Case Summary

This is a 16-lot subdivision proposed for single family residential development.

Project Analysis and Discussion

This is a residential subdivision proposed as Phase II of Mystic River subdivision. Mystic River Drive is proposed as a collector street, with 60 feet of ROW and 37 feet pavement width. Mystic River Drive will extend south and terminate at this time at its intersection with Praline Meadows Drive. Since Mystic River Drive is a collector street, the developer will construct 5 feet wide sidewalks on both sides of this roadway. Praline Meadows Drive will extend east from Mystic River Drive and terminate in a temporary all-weather cul-de-sac, anticipating extension in future plat phases. The size of the proposed lots is in conformance with the Single Family-1 Zoning District requirements in all respects.

During preliminary plat review, the developer submitted a master plan that includes a <u>Conceptual Plan</u> for Phases I and II. At this time, there is only one means of access for the Mystic River subdivision at North Main Street/SH 317. According to the 2009 International Fire Code, two points of access are required for subdivisions with 30 lots or more. Mystic River, Phase I, is 42 lots, and this proposed second phase is 16 lots, a total of 58 lots in Phases I and II with one means of access. The master plan indicates that a second means of access will be constructed to Guthrie Drive in the next phase of Mystic River. The developer has agreed to provide a "rough cut" road extension of Mystic River Drive, connecting eastward to the built lift station road, for emergency access. Provision of this emergency access supports approval of the requested variance until a permanent second access road is installed.

According to the Subdivision Ordinance under Section 502, Street Standards and Policy, (F) Cul-de-Sacs and Dead-End Streets, the maximum length of a cul-de-sac or dead-end street

with a permanent turnaround shall be 600 feet, except under unusual conditions with the approval of the Planning and Zoning Commission. Praline Meadows Drive is proposed to extend east approximately 1,243 feet from Mystic River Drive and terminate in a temporary all-weather cul-de-sac. The applicant is requesting a variance to allow for a 1,243 feet cul-de-sac since this roadway will be extended south in the next phase of Mystic River to the future Pecan Meadow Drive that is proposed to connect to Guthrie Drive. We recommend approval of this variance.

There are a total of 58 lots in Phase I and Phase II; therefore, a dedication of 0.58 acres of parkland is required for these two plat phases. The master plan submitted by the developer identifies dedication of parkland adjacent to the future Mystic River Drive street extension south to Pecan Valley Drive in the next plat phase. The developer will create an overall preliminary plat for the remainder of their property in conjunction with submittal of Mystic River, Phase III plat. The developer discussed developing a trail system within the existing ATMOS and ONCOR easements, create green space, and construct a pavilion and pool that will be maintained and owned by the HOA. Staff concurs with this request to delay parkland dedication; however, when the next phase of Mystic River is submitted, a parkland plan for the overall preliminary plat will be required at that time for P&ZC and Council review, and no additional final plats will be recommended until such obligation and commitment has been addressed.

Finally, the lift station constructed to serve the lots in Phase I, and the proposed lots in Phase II, is complete, except for the landscaping that is required for screening. The developer is requesting to delay irrigation and landscape installation until the next phase of Mystic River when Pecan Valley Drive will be constructed, to maintain interim access to this lift station. The developer has expressed that it is difficult to access the lift station to maintain the irrigation and landscaping, since a roadway does not exist at this time leading to the lift station. Since there are no adjacent residences, delaying the installation of the irrigation and landscaping around the lift station until the next phase of Mystic River appears to be a reasonable request.

We have reviewed the plat and find it acceptable, subject to conditions contained in the letter to the applicant's engineer, and to the conditions below.

Recommendation

The P&ZC unanimously recommended approval of the final plat for Mystic River, Phase II, a 10.071 acre tract of land, located east of North Main Street, west of the Leon River, and south of the existing Mystic River, Phase I subdivision, and Staff concurs, subject to:

- 1. Cul-de-sac variance for street exceeding 600 feet (1,243 feet).
- 2. Single access variance for subdivision exceeding 30 lots (58 total lots), with the provision of a "rough cut" road extension of Mystic River Drive, connecting eastward to the built Lift Station road, for emergency access.

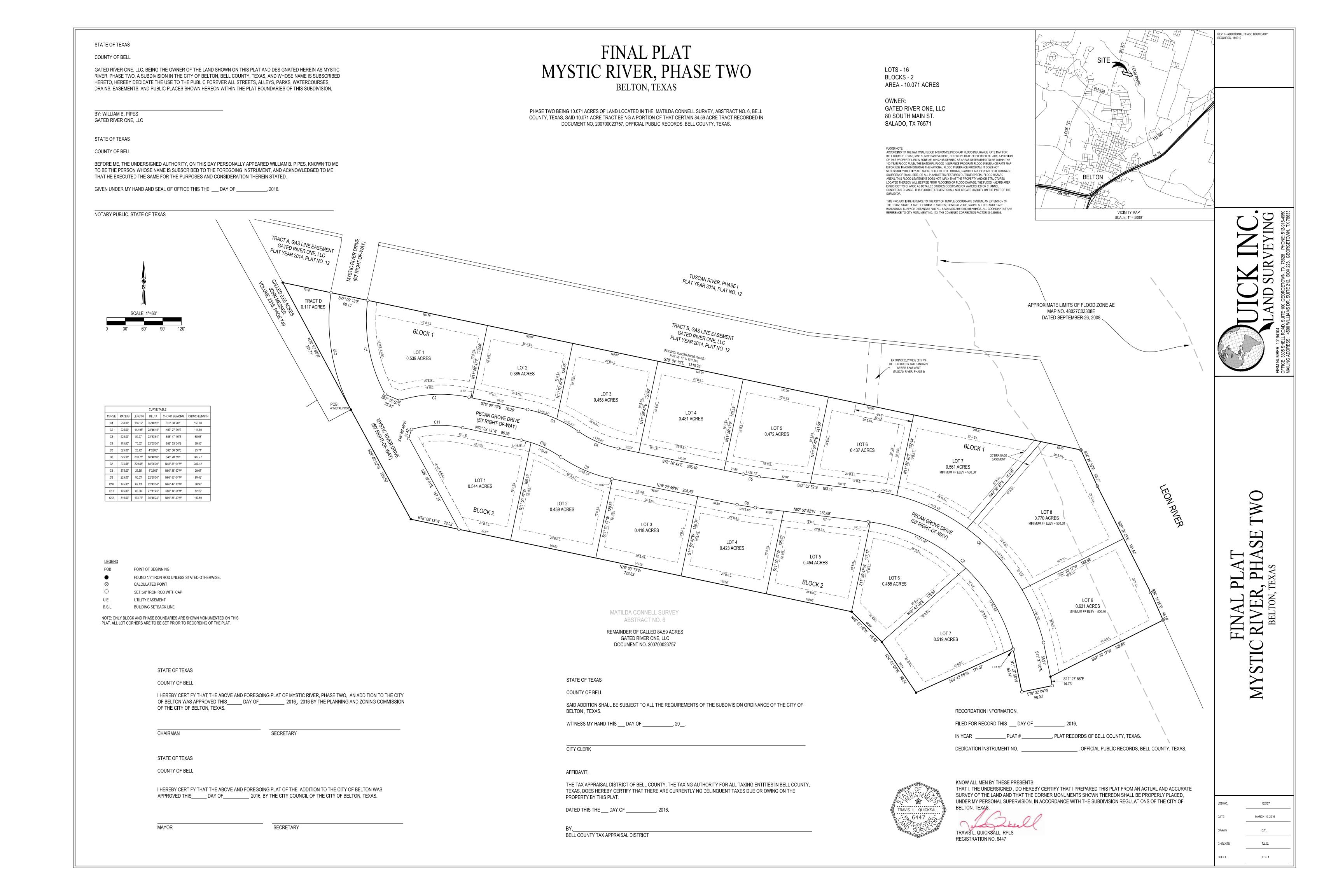
- 3. Submittal of an overall preliminary plat that addresses a second means of ingress/egress, accessibility, cul-de-sac length, parkland, trails, and lift station landscaping and irrigation in conjunction with the Mystic River, Phase III plat.
 - a) Scheduled provision of these items with the next plat phase of Mystic River:
 - b) An improved second means of access.
 - c) Dedication of suitable parkland for all Mystic River phases.
- 4. Provision of lift station irrigation and landscaping.
- 5. Mystic River Drive sidewalk requirement on both sides, from Paradise Drive to Praline Meadows Drive.
- 6. City's Letter to Applicant's Engineer dated March 3, 2016.

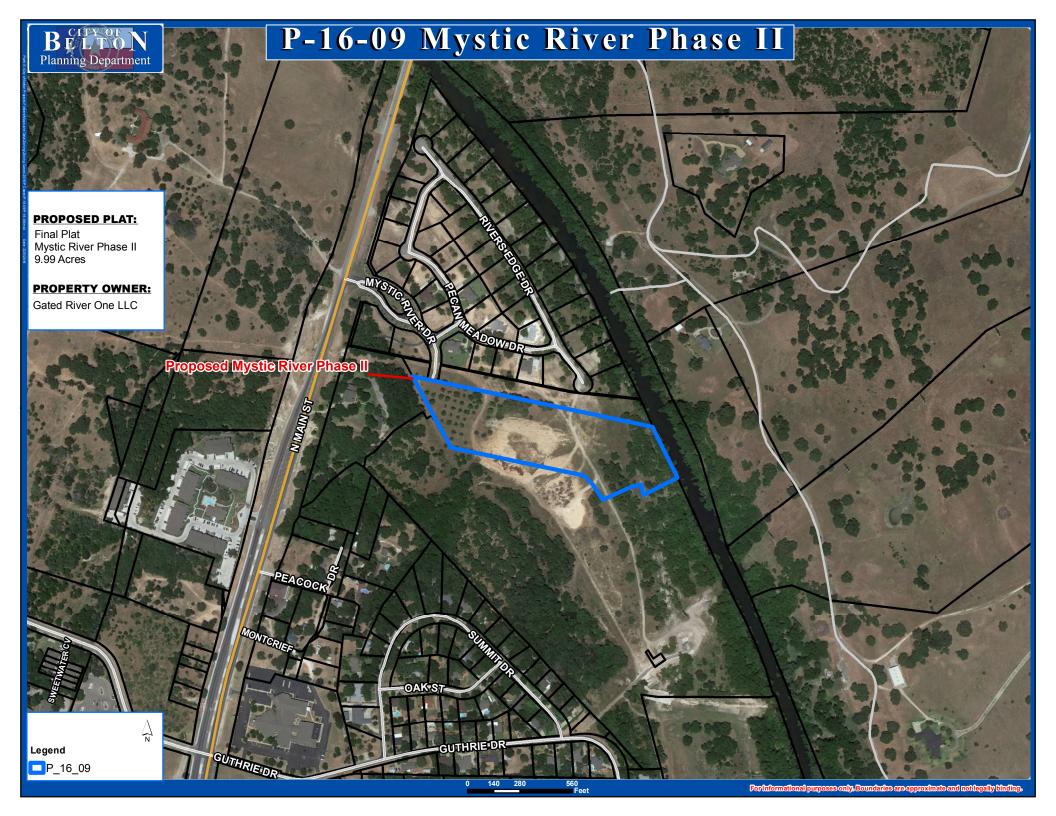
Attachments

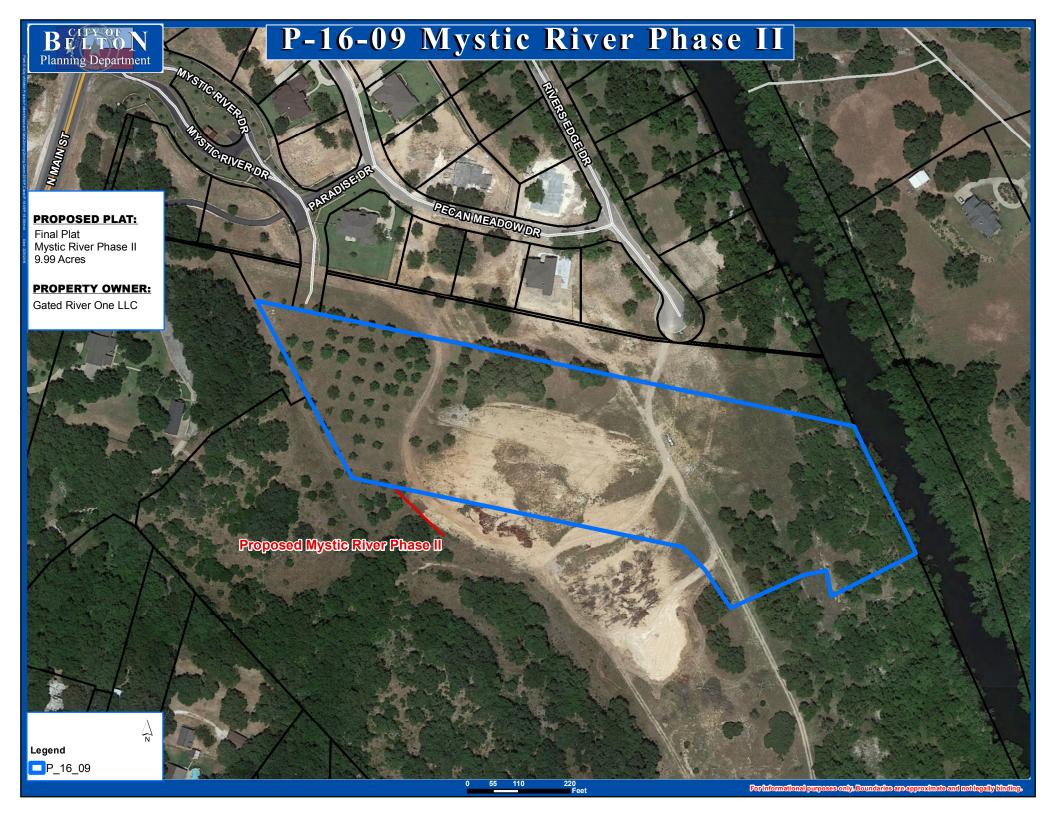
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City of Belton Request for Subdivision Plat To the City Council and the Planning and Zoning Commission

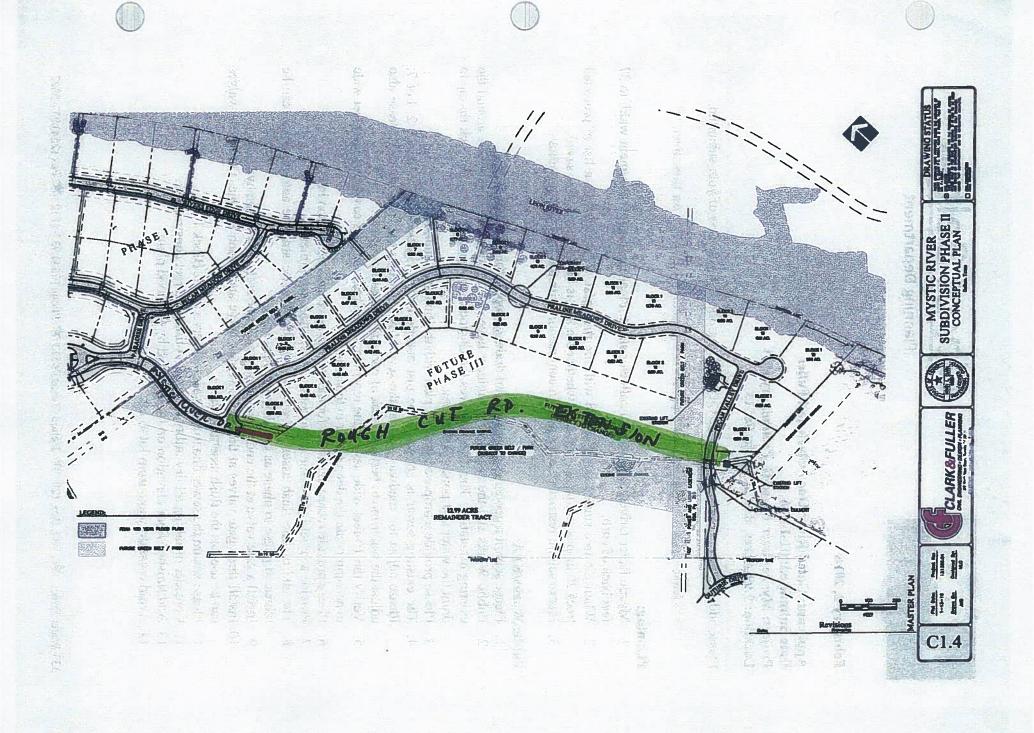
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Adminstrative Plat
☐ Replat
다 타
☐ City Limits
Date Received: Date Due: (All plans are to be returned to the Planning Department within 5 working days)
Applicant: Clark & Fuller, PLLC. Phone Number: 254-899-0899
Mailing Address: 215 N. Main Street
Email Address: mclark@clark-fuller.com OR jfuller@clark-fuller.com
Owner: Gated River One LLC Phone Number: 254-947-5577
Mailing Address: P.O.BOX 297 Salaclo, TX 76571
Email Address: Saladotx @ VVM. com
Current Description of Property:
Lot: 1 Block: 1991199 Subdivision: N/A
Acres: 9.99 Survey: MT CONNEW
Abstract Number: Cap 4 Street Address: 3921 N. Main ST.
Frontage in Feet: Depth in Feet:
Does Zoning comply with proposed use? Current Zoning: Planned Development
Yes No
Name of Proposed subdivision: MYStic River Phase I
Number of Lots: (Fees \$
HC / losse_
Signature of Applicant: Date: 02/12/16
Signature of Owner: Date: 6 2// 3//6













City of Belton

Planning Department

March 3, 2016

Applicant: Gated River One / Clark and Fuller

Date Submitted: 02-16-16

Project: Mystic River Phase II, Final Plat

Location: 9.99 Acres, Pecan Grove Drive, Belton, Texas 76513

Please address these comments from the City of Belton following review of your submittal.

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

Planning:

- 1. Please state whether the trees on the tree survey (Sheet C3.1) are proposed for removal or mitigation.
- 2. There is a 42" pecan (#5831) located over the proposed storm sewer. Can the storm sewer be shifted to the west to avoid causing the need to remove this heritage tree?
- 3. Lot 8, Block 1 contains 7 heritage trees. Will any heritage trees be removed when a home is built? Shifting the western lot line northwest will create more buildable area and avoid heritage tree removal.
- 4. The plat boundary needs to extend to the end of Pecan Grove Road where the temporary turnaround starts.
- 5. Please submit restrictive covenants for staff review.

Public Works/KPA:

- 1. Sheet C2.2 There is a reference to concrete pavement and parking lot. Please clarify.
- 2. The plans reference "private sidewalks." Please clarify is there are any private sidewalks.
- 3. Please note that the City of Belton shall receive copies of all stormwater permitting and SWPPP documents.
- 4. Add an automatic flush assembly at the temporary turnaround, which can likely be reused in the next phase.
- 5. Provide details (i.e., alignment, materials, width, maintenance) for the temporary emergency access road.
- 6. Make note for contractor to test all modified manholes along with the new manholes.
- 7. Verify callout for top of manhole for the existing manhole located at Sta 08+76.25.
- 8. The existing manhole south of the temporary turnaround should be modified to match new grade.
- 9. Show energy dissipaters as called out on C6.5 as City of Belton detail Page 5-46.
- 10. Sheet C7.1 Detail 4 Note 1 Riprap shall be grouted.
- 11. Change the meter box to East Iron Jordan cast iron lid, model D1600, and 18" deep plastic box. The City is now installing automatic reading meters with a radio antenna. Please see Angellia Points for a revised meter box detail, if needed.

- 12. Add 3/8" dia rebar at 12" OC both ways in the proposed sidewalks.
- 13. Revise C8.3 to 5 feet wide sidewalks to match C7.3.

Building Official:

Please state the finished floor elevation of Block 1, Lots 8 & 9.

Fire Department:

No comments.

Police Department:

No comments.

GIS:

Label "Point of Beginning".

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

Minutes of the meeting of the **Planning and Zoning Commission (P&ZC)**

City of Belton 333 Water Street Tuesday, March 15, 2016

The Planning and Zoning Commission met at 5:30 P.M. in the Wright Room at the Harris Community Center. The following members were present: Chair John Holmes, Rae Schmuck, Frank Minosky, Mat Naegele and Jason Morgan. The following staff members were present: Director of Planning, Erin Smith and Planning Clerk, Laura Livingston. Commission members Brett Baggerly, Ben Pamplin, Joel Berryman and Eloise Lundgren were absent.

5. P-16-09 Consider a final plat for Mystic River, Phase II, a 10.071 acre tract of land, located east of North Main Street, west of the Leon River, and south of the existing Mystic River, Phase I, subdivision.

Ms. Smith presented the report.

Chair Holmes asked if there was a requirement to build a proposed access road if the homes are not built in the case of a housing downturn. Ms. Smith replied that this temporary road is for emergency access only until the next subdivision phase is proposed, then an adequate connection to Guthrie will be required.

Mr. Minosky asked about parkland. Ms. Smith said the developer is proposing to develop a trail system, swimming pool, pavilion, and green space in the future plat phase. Ms. Smith stated the developer is required to submit an overall preliminary plat for the entire remainder of the property that addresses parkland and street access and circulation. She said she wants the Commission to see the plans in its entirety to ensure it achieves the parkland requirements in the Subdivision Ordinance.

Mr. Minosky made the motion to approve the final plat for Mystic River, Phase II, a 10.071 acre tract of land, located east of North Main Street, west of the Leon River, and south of the existing Mystic River I, subdivision, as recommended by staff. Mr. Morgan seconded the motion, which was approved unanimously with 5 ayes, 0 nays.

Staff Report – City Council Agenda Item



Agenda Item #12

Consider authorizing the City Manager to execute Change Order #2 to the contract with James Construction Group for the West Martin Luther King, Jr. Avenue Extension and Overpass Construction Project to add a parking lot adjacent to the street and to account for additional fencing required for the project.

Originating Department

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

Summary Information

On December 12, 2014, Council approved a contract with James Construction Group for construction of the West Martin Luther King, Jr. Avenue Extension and Overpass Construction Project. This project extends West Martin Luther King, Jr. Avenue approximately 1,600 linear feet from its eastern terminus (approximately 600 feet west of Harris Street) to its western terminus (just east of Cliff Drive) at Loop 121, in order to provide an additional east-west thoroughfare within the City of Belton. On October 20, 2015, Council approved Change Order No. 1 to construct the traffic signal and turn lanes at the intersection of Loop 121 and West Martin Luther King, Jr. Avenue. These improvements are underway and are expected to be completed this summer.

As part of the Nolan Creek Recreation Project, the grant provided by Texas Parks and Wildlife requires the addition of a parking lot for access to the loop trail area near Nolan Creek and West Martin Luther King, Jr. Avenue. The proposed parking lot is located within the right-of-way of West Martin Luther King, Jr. Avenue and would contain 11 spaces, fulfilling the grant requirement. As a result of the low bid by the James Construction Group, there remains additional grant and match funds and projected engineering services savings enabling us to construct the parking lot under the current contract. This addition will provide a safe area for traffic (vehicles and pedestrians) to park and access the loop trail and creek access point that will be constructed internally.

Also, a six-foot high black chain link fence is proposed to be installed west of the bridge along the retaining wall. The sloped retaining wall is steep, and the fence is proposed for the protection of pedestrians that might walk along the grass slopes outside of the street proper.

Improvements in this Change Order include:

- Excavation, crushed limestone base, concrete curb and gutter, prime oil, chip seal, and hot mix asphaltic concrete to construct 11 total parking spaces with 2 being van accessible:
- 5-foot width sidewalk for access to the parking lot and trail head; and
- 74 linear feet of additional 6-foot high black chain link fence.

Items not included in the Change Order are pavement markings and signage provided by the Public Works Street Department.

The additional improvements have been designed by Kasberg, Patrick and Associates (KPA) and reviewed by the City Engineer and the Texas Department of Transportation. Pricing of the proposed improvements has been reviewed by KPA and the City Engineer, and we have found the pricing to be reasonable for the size of the project and consistent with the base bid pricing for the overpass project. Total cost of Change Order #2 is \$42,495.93, and no additional days are requested to complete the items in the change order. With no change in the contract time, the contractual project completion date is October 15, 2016, although the entire project is expected to be completed much sooner than that.

Fiscal Impact

The attached funding summary details the sources of construction funding and construction expenditures for the project. This project is funded through a combination of grant funds, City match funds, a donation by UMHB, Federal Earmark funds, and Water/Sewer Fund Balance (for the water and sewer components of the project).

Amount:	<u>\$42,495.93</u>		
Budgeted:	Yes No	⊠ Capital Project Funds	
If not budgete	ed: 🗌 Budget Transfer 🛭	Contingency	ed
Funding Sour	rce(s): A combination of gra	ants, matching funds, and donations.	

Recommendation

Recommend authorizing the City Manager to execute Change Order #2 to the contract with James Construction Group for construction of the West Martin Luther King, Jr. Avenue Extension and Overpass Construction Project to add a parking lot adjacent to the street and to account for additional fencing proposed for the project.

Attachments

Engineer's recommendation letter Change Order #2 Improvement schematics



KASBERG, PATRICK & ASSOCIATES, LP

CONSULTING ENGINEERS
Texas Firm F-510

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

RICK N. KASBERG, P.E. R. DAVID PATRICK, P.E., CFM THOMAS D. VALLE, P.E. GINGER R. TOLBERT, P.E. ALVIN R. "TRAE" SUTTON, III, P.E., CFM Georgetown 1008 South Main Street Georgetown, Texas 78626 (512) 819-9478

March 10, 2016

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

RE: City of Belton

Change Order Number 2
West Ninth Avenue Extension and Overpass Construction Project (West MLK JR Avenue)
CSJ # 0909-36-146, ETC.

Belton, Texas

Dear Ms. Points:

This letter is to recommend acceptance and approval of Change Order Number 2 for the West Ninth Avenue Extension Project currently being construction by the James Construction Group, LLC in West Belton between University Drive and Loop 121.

This Change Order Number 2 includes excavation, crushed limestone base, concrete curb & gutter, hot mix asphaltic concrete and concrete sidewalk. This work is to deliver an 11-space parking lot just north of Chisholm Trail Senior Village and just south of West Ninth Avenue (West MLK JR Avenue) for the purpose of access to west Ninth Avenue by pedestrians and bikers. The parking lot is located on existing City of Belton street right-of-way and this area was covered by the Environmental Assessment (NEPA) performed for the greater West Ninth Avenue Project. TxDOT has confirmed that the parking lot construction is eligible for Category 7 dollars that are partially funding the West Ninth Avenue Project.

The prices the James Construction Group have proposed are consistent with the prices approved under Change Order Number 1 for the project that included the widening of Loop 121. The construction items are the same as those previously considered.

Ms. Angellia Points, P.E. March 10, 2016 Page Two

One additional item that is included in this change order is a 6-feet high black chain link fence that is proposed to be installed for the 4:1 sloped retaining wall located at Station 10+75; 30 feet right on West Ninth Avenue for protection of pedestrians that might walk along the grass slopes outside the street proper.

Therefore, we recommend that this Change Order Number 2 be approved and the work authorized for completion as part of the West Ninth Avenue Extension Project.

Sincerely,

Wm. Mack Parker, P.E.

Wm. Mack Park

Project Manger

PROJECT: West Ninth Avenue Extension and Overpass Construction (West Martin Luther King JR Avenue)

OWNER: City of Belton

CONTRACTOR: James Construction Group LLC

ENGINEER: Kasberg, Patrick & Associates, LP

CHANGE ORDER #: 2

County, Texas. The original Bid by the James Group for this project was submitted (along with three others for consideration) to the City of Belton City This Change Order Number 2 is an addition of proposed improvements to the original Contract Agreement between the City of Belton, Texas and The James Construction Group, LLC dated December 17, 2014 for the West Ninth Avenue Extension Project-CSJ # 0909-36-146, ETC. in Belton, Bell Clerk by 2:00 PM on Tuesday, November 25, 2014 in the amount \$4,151,821.70.

to pedestrians and bikers that desire to travel West Ninth Avenue which will be outfitted with 6-feet width sidewalks and 5-feet width bike lanes (on both Order Number 2. This Change Order also includes 74 Linear Feet of 6-feet high chain link fence to be installed along the 4:1 slope of the retaining wall This Change Order Number 2 is intended to provide for the construction of an 11-space parking lot with a 5-feet width sidewalk that will provide access sides of the roadway) from University Drive to Loop 121 and other adjacent properties. The entrance to the parking lot is located at Station 19+81.44; 17.87 feet right (reference original West Ninth Avenue Construction Drawings CSJ 0909-36-146, ETC.). A design sketch is attached to this Change at Station 10+75; 30 feet right. The cost for the work is shown below and there will be no additional time added to the construction contract for this Change Order Number 2.

Make the following additions to the work described in the Contract Documents:

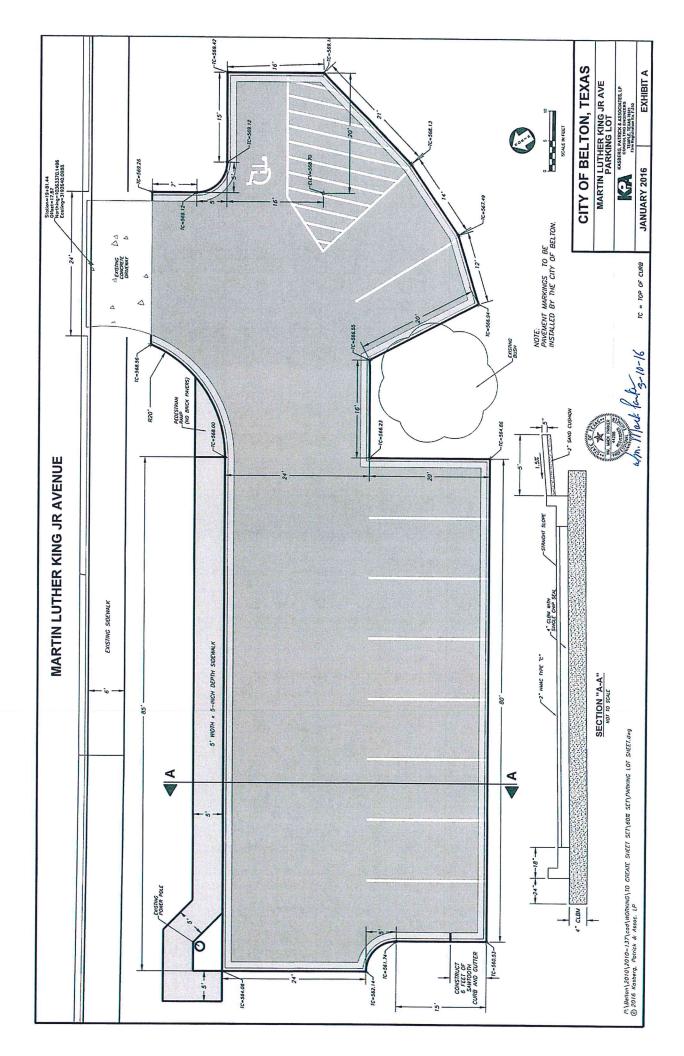
ADD

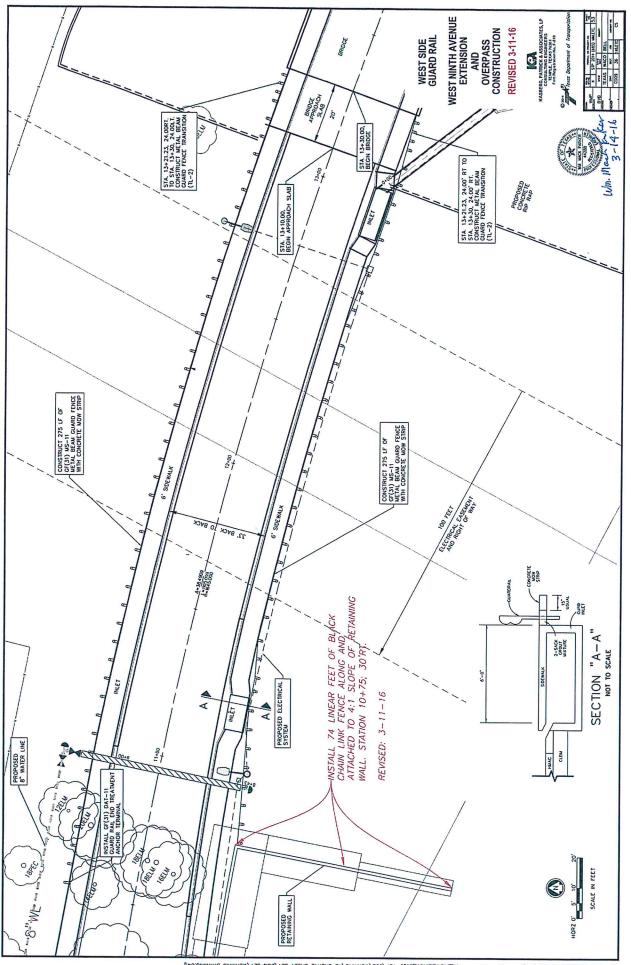
		٦		_	_	_		_	~	~	m
Hytended	Amount	2,310.00	9,408.56	6,384.00	2,660.00	871.00	674.00	7,590.00	8,907.89	3,690.48	42,495.93
		8									€9-
Ilnit	Price	7.70	12.68	16.80	38.00	3.35	84.25	115.00	120.38	3,690.48	TOTAL ADD AMOUNT
Fetimated	Quantity	300	742	380	70	260	∞	99	74	100%	TOTAL A
Unit		CY	SY	LF	SY	Gal	CY	NT	LF	LS	
I. Construction Parking lot with Concrete Sidewalk; Bid Item Descriptive Bid Data	I	CO2-1 110 2001-D Unclassified Excavation	CO2-2 247 2342-D Install 8-inch CLBM Type A-Grade 2 or Better	CO2-3 529 2003-D Concrete Curb & Gutter: 18-inch Type I	CO2-4 531 2024-D Concrete Sidewalk (5-inch thickness)	CO2-5 3066 2011-D Prime Oil for Chip Seal	CO2-6 3094 2003-D Grade 4 Topping Rock for Chip Seal	CO2-7 3268 2027-D Dense Graded HMAC Type "C" (2-inch Depth)	CO2-8 COB 2016-D 6 'High Black Chain Link Fence For Wall Slope (10+75 RT)	CO2-9 COB 2016-E Time/Overhead	

PROJECT: West Ninth Avenue Extension and Overpass Construction (West Martin Luther King JR Avenue)

OWNER: City of Belton
CONTRACTOR: James Construction Group LLC
ENGINEER: Kasberg, Patrick & Associates, LP
CHANGE ORDER #: 2

The compensation agreed upon in this Change Order is full, complete and final payr quantities listed in the Change Order and sub text to the provisions of the prime contract.	Order is full, complete and final payment for all costs the Contractor may incur as a result of the to the provisions of the prime contract.
Original Contract Amount Previous Net Change in Contract Amount Net Change in Contract Amount (This Change Order No. 1) Revised Contract Amount Original Contract Time Previous Net Change in Contract Time Net Change in Contract Time Revised Contract Time Revised Contract Time Original Final Completion Date Revised Final Completion Date	4,151,821.70 780,552.11 42,495.93 4,974,869.74 540 Calendar Days 81 Calendar Days 621 Calendar Days July 26, 2016 October 15, 2016
Recommended By Engineer: By: W.m. Makfak 3-10-16	Accepted By: James Construction Group LLC By:
Kasberg, Patrick & Associates, LP Date Approved by City of Belton:	James Construction Group, LLC Date Approved by TxDOT:
By: Angellia Points, P.E. Date City Engineer By:	By: TxDOT - Waco District 9 Date
Brandon Bozon Finance Director By:	
Sam A. Listi Date City Manager	





Staff Report – City Council Agenda Item



Agenda Item #13

Consider First Amendment to Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette (Three Creeks) Development and the specific actions associated therewith:

- A. Consider a resolution amending the Bell County Municipal Utility District No. 1 boundary to add (annex) a 36.55 acre tract.
- B. Consider authorizing the City Manager to enter into an interlocal cooperation agreement with Bell County Municipal Utility District No. 1 to provide solid waste collection services.

Originating Department

Sam A. Listi, City Manager

MUD Background Information

These agenda items relate to a request to amend the 540 acre boundary of Bell County Municipal Utility District (MUD) No. 1 by adding (annexing into the MUD) a 36.55 acre tract located southeast of the intersection of FM 1670 and Three Creeks Boulevard. Please see attached map exhibit. The property is located on the far west side of the MUD, approved by the City of Belton in 2010. As you may recall, the MUD Agreement provided for:

- Commitment to a Land Use Plan and Design Standards for proposed development
- Conformance to City of Belton Subdivision Standards
- Extension of off-site water and sewer services by the developer
- Extension of arterial road right-of-way for Three Creeks Blvd. and collector street construction
- Authority for the developer to issue bonds to reimburse infrastructure costs
- Agreement not to annex property into City for 10 years
- The MUD is regulated by a MUD Board of Directors

Three Creeks Subdivision is proposed to contain 1,500 homes. This ETJ subdivision is being served by City of Belton water and sewer. Since this subdivision is located in Bell County, in Belton's ETJ, Bell County is responsible for street maintenance, drainage, and street signs. While the property is currently outside the City limits, and will remain so for some time, the normal building permit process has been modified for compliance. The City of Belton completes three inspections for each home:

- 1. Plumbing rough-in inspection completed by the building inspectors to ensure no City water/sewer cross connections are constructed.
- 2. Final inspection completed by Public Works when the lot is at final grade or when the sprinkler system is installed to ensure the property is properly constructed to utilize City's water and sewer system.
- 3. Final inspection by the Director of Planning to ensure the required masonry and landscaping is complete in accordance with the development agreement.

The builder is required to submit a \$100 inspection fee and \$100 building plan review fee for each house. The City also receives a \$500 fee for the water meter and \$375 fee for the sewer tap for each home, a total of \$1,075 for each home.

Planning Director Erin Smith indicates DR Horton is the only builder who has submitted permits to date – 19 permits in 2015 and 19 permits so far in 2016, a total of 38 permits. DR Horton is building homes in Phase I on Abergavenny Drive, Juno Drive, Kent Drive, Fenton Lane, Imogen Drive, and Dauphin Drive, with 16 homes completed to date. This development contains roundabouts, a significant trail network, landscaping, preservation of large trees, pavilions, and several other community features. The City staff has worked well with the developer and builder of this large subdivision in implementing approved standards.

Summary Information on Requests

Item 13(A)

The first request is to amend the MUD boundary by annexing (expanding) 36.55 acres. Article II, Section 201 Section (g) provides that:

"The District may not annex additional property located outside the Land into its boundary without prior written consent of the City."

The City must evaluate and, if appropriate, approve the request. All the existing MUD terms and conditions will apply to this additional 36.55 acres, and clarifications have been added:

- Land Use Maximum six units per acre same as current MUD (220 units maximum additional).
- 2. Platting Property will require subdivision plat approval by City.
- 3. Water Dog Ridge Water Supply Corporation (DRWSC) CCN boundary.
- 4. Sewer If upgrades in lift station needed, this will be at developer or MUD cost.
- 5. Solid Waste/Recycling Proposed franchise amendment will extend to this area as well.

- 6. Also, it is anticipated the MUD Board will support the expanded sewer CCN boundary currently pending at the Public Utility Commission.
- 7. There is no fiscal impact to the City of Belton for this expansion in MUD boundary.

13(A) Recommendation

Recommend approval of a Resolution amending Bell County Municipal Utility District No. 1 boundary to add (annex) a 36.55 acre tract.

<u>Item 13(B)</u>

The second request is to authorize the City Manager to enter into an interlocal agreement with Bell County Municipal Utility District No. 1 to provide solid waste collection services.

Since the current Waste Management (WM) contract only applies inside the city limits, Council authorization is needed for the City to extend these services to the residents of the MUD. This will be discussed thoroughly in the next agenda item.

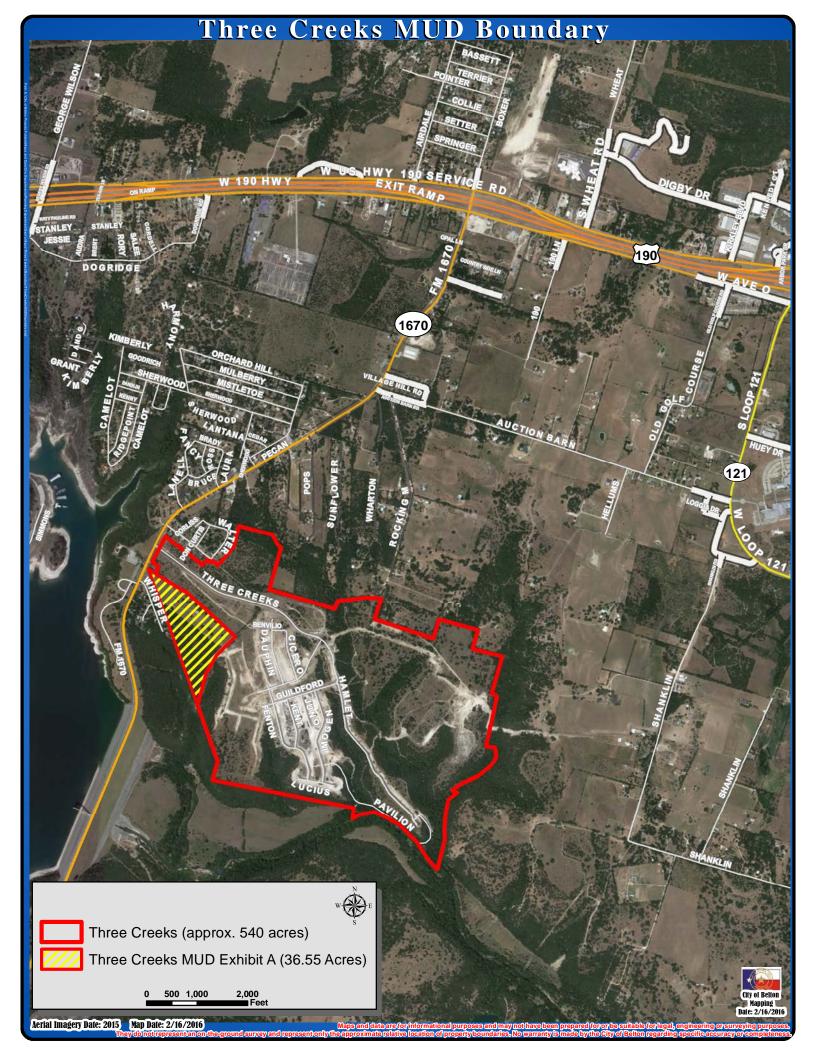
13(B) Recommendation

Recommend approval.

Fiscal Impact: None

Attachments

- 1. Boundary Map
- 2. First Amendment to Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development including:
 - Exhibit A Field Notes for Tulloch Tract
 - Exhibit B Petition to the City Requesting Consent to Annexation of the Tulloch Tract into the District
 - Exhibit C Resolution Consenting to Annexation of the Tulloch Tract into the District
 - Exhibit D Solid Waste Interlocal Agreement



FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND CONSENT TO CREATION OF BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 AND DEVELOPMENT OF THE LA CACHETTE DEVELOPMENT

RECITALS

The City and the Developer previously entered into a <u>Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development dated effective as of December 28, 2010 (the "<u>Consent Agreement</u>"), which provided for the creation of the District and a regulatory process for the development of the land within the District. On May 22, 2012, following final creation of the District, the District joined in the Consent Agreement. The Parties now desire to amend the Consent Agreement to memorialize the City's consent to the annexation of the 36.55 acre tract of land more particularly described on <u>Exhibit "A"</u> (the "<u>Tulloch Tract</u>") into the District and agreement to provide solid waste and recycling services within the District.</u>

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Consent Agreement as follows:

AGREEMENT

1. <u>Defined Terms</u>. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. Annexation of Tulloch Tract.

- (a) Whitis Land Investments, Ltd., an affiliate of the Developer, has submitted the petition attached as **Exhibit "B"** requesting the City's consent to the annexation of the Tulloch Tract into the District, and in accordance with Section 54.016 of the *Texas Water Code* and Section 2.01.g of the Consent Agreement, the City has consented to the proposed annexation pursuant to the Resolution of the City Council attached as **Exhibit "C"**. No further action on the part of the City to evidence the City's consent to the annexation of the Tulloch Tract into the District's boundaries will be required; however, the City agrees to provide additional confirmation of its consent to the annexation of the Tulloch Tract if requested to do so by the Developer or the District.
- (b) Upon annexation of the Tulloch Tract into the District, the Tulloch Tract will be deemed to be part of the Land for all purposes under the Consent Agreement. The proposed density and use applicable to the Tulloch Tract will be the "Single Family Residential 6 DU/Acre" land use identified in the Land Use Table on the Master Land Plan attached as Exhibit "D" to the Consent Agreement.

- (c) The Tulloch Tract is currently located within the Certificate of Convenience and Necessity ("<u>CCN</u>") of Dog Ridge Water Supply Corporation ("<u>Dog Ridge WSC</u>"). As long as the Tulloch Tract remains in Dog Ridge WSC's CCN, the City will not be responsible for providing retail service to or fire flows within the Tulloch Tract.
- 3. <u>Lift Station Upgrade</u>. The Developer has advised the City that the Developer anticipates that the lift station previously constructed to serve the Project will need to be upgraded with a third pump at the time that approximately 600 connections are made to the wastewater system serving the Project. The Parties hereby confirm that, in accordance with 6.02.a of the Consent Agreement, the Developer or the District will be responsible for such upgrade.

4. Solid Waste and Recycling Service.

- (a) Subject to the terms of this Amendment, commencing on the effective date of this Amendment, the City will provide solid waste and recycling collection services ("Solid Waste Services") to all customers within the District for the same in-City rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides Solid Waste Services to customers located within the City limits. The District will have no liability for such charges except for services and charges incurred in the District's name. The City's charges for Solid Waste Services will be included on the City's regular monthly water and wastewater bills to customers within the District.
- (b) In order to facilitate the coordination of the extension of Solid Waste Services to customers within the District with the City's Solid Waste Services provider ("Solid Waste Provider"), the City and the District will enter into an Interlocal Cooperation Agreement substantially in the form attached as **Exhibit "D"** (the "Solid Waste Interlocal Agreement") with respect to each Solid Waste Services contract entered into by the City with a Solid Waste Provider (a "City Solid Waste Contract"). The term of each Solid Waste Interlocal Agreement will coincide with the term of the underlying City Solid Waste Contract, and upon expiration of the term of any Solid Waste Interlocal Agreement, the District may opt out of further Solid Waste Services from the City.
- 5. <u>Effect of Amendment</u>. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.
- 6. <u>Counterparts</u>. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

[counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE TO:

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND CONSENT TO CREATION OF BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 AND DEVELOPMENT OF THE LA CACHETTE DEVELOPMENT

	<u>CITY:</u>
	CITY OF BELTON, TEXAS
	By: Sam A. Listi, City Manager
	Sam A. Listi, City Manager
THE STATE OF TEXAS §	
THE STATE OF TEXAS § § COUNTY OF BELL §	
	nowledged before me on the day of y Sam A. Listi, City Manager of the City of Belton, a Texas
municipal corporation, on behalf of sa	
	NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND CONSENT TO CREATION OF BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 AND DEVELOPMENT OF THE LA CACHETTE DEVELOPMENT

		DEVELOPER:
		W&B DEVELOPMENT II, LLC , a Texas limited liability company
		By: Bruce Whitis, President
THE STATE OF TEXAS COUNTY OF BELL	§ § §	
	_, 2016, by Bruce Whi	before me on the day of itis, President of W&B Development II, LLC, a limited liability company.
The state of the s	,	
		NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND CONSENT TO CREATION OF BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 AND DEVELOPMENT OF THE LA CACHETTE DEVELOPMENT

		DISTRICT:
		BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
		By:
		Board of Directors
THE STATE OF TEXAS COUNTY OF BELL	\$ \$ \$	
This instrument	was acknowledged _, 2016, by	before me on the day of of the
Board of Directors of Bell C State of Texas, on behalf of s	County Municipal Util said district.	of the lity District No. 1, a political subdivision of the
		NOTARY PUBLIC, State of Texas

6

EXHIBIT "A"

Tulloch Tract

FIELD NOTES BELL COUNTY, TEXAS

BEING all that certain tract or parcel of land situated in and being a part of the Sterling C. Fitch Survey, A-317, Bell County, Texas, and being called a 36.55 acre tract, "TRACT ONE", described in the Warranty Deed to the "Bypass Trust" as described in the Declaration of Trust of the Tulloch Family Revocable Living Trust, recorded in Volume 5681, Page 142, of the Official Records of Bell County, Texas, said tract being more particularly described as follows:

BEGINNING at a point at the base of a damaged concrete Highway Monument marking the east margin of F. M. 1670, same being the northwest corner of said 36.55 acre tract, the most westerly corner of Lot 6, Block 1, Stoneoak Subdivision, according to plat of record in Cabinet b, Slide 236-B, Plat Records of Bell County, Texas, the most northerly corner of Whispering Woods Subdivision, according to the plat of record in the Plat Records of Bell County, Texas, and being called the northwest corner of the herein described tract;

THENCE, S 56°16'58'E, (Deed-S 56°16'59"E,) departing the east margin of F. M. 1670 and along the southwest line of said LOT 6, the northeast line of said 36.55 acre tract, at 155.40 feet passing a 1/2" iron rod found marking the south corner of said LOT 6 and being a corner in the southwest line of the called 64.7 acre tract described in deed to Whitis Land Investments, Ltd. recorded in Document # 200700044913, Official Records of Bell County, Texas, continuing for a total distance of 854.08 feet (Deed-854.09 feet) to an 60D nail found in the base of a 30" oak for line corner of the herein described tract;

THENCE, N 23°07'14"E, 18.40 feet, (Deed-N 23°07'16"E, 18.40 feet) to a 1/2" iron rod found, S47°20'43"E, 1347.44 feet, (Deed-S 47°20'43"E, 1347.44 feet) along the common line of said 36.55 acre tract and said 64.7 acre tract to a 1" iron pipe found in a west line of a called 442.51 acre tract described in deed to Whitis Land Investment, Ltd. in Document # 200800034673, Official Records of Bell County, Texas, and being called the east corner of the herein described tract;

THENCE, along the east line of said 36.55 acre tract and west line of said 442.51 acre tract with the following courses:

- 1. S 45°45'24"W, 521.82 feet, (Deed-S 45°45'40"W, 521.96 feet) to a 1/2" iron rod found;
- 2. S 29°02'18"W, 430.68 feet, (Deed- S 29°01'18"W, 431.37 feet) to a 1/2" iron rod found;
- 3. S 15°25'18"W, 603.82 feet, (Deed- S 15°29'55"W, 604.72 feet) to a 1/2" iron rod found in an east line of a called 104 acre tract described in deed to the United States Government in Volume 886, Page 207, Deed Records of Bell county, Texas, same being called the south corner of the herein described tract;

THENCE, N 19°43'07" W, along the common line of said 104 acre tract and said 36.55 acre tract at 1321 feet passing a 6" cedar fence corner post marking a common corner of said 104 acre tract and southeast corner of said Whispering Woods Subdivision, continuing along the east line of said Whispering Woods subdivision and west line of said called 36.55 acre tract for a total distance 2860.61 feet, (Deed- N 19°41'E, 2861.45 feet), to the PLACE OF BEGINNING and containing 36.51 acres of land, more or less.

The bearings for this description is the east line of said called 36.55 acre tract per deed of record.

A. W. Kessler, R.P.L.S.

A W. KESSLER

EXHIBIT A

EXHIBIT "B"Petition to City Requesting Consent to Annexation of the Tulloch Tract into the District

EXHIBIT "C"City Resolution Consenting to Annexation of the Tulloch Tract into the District

EXHIBIT "D"Solid Waste Interlocal Agreement

EXHIBIT "B"

PETITION FOR CONSENT TO ANNEXATION OF LAND INTO BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS

§ §

COUNTY OF BELL §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BELTON, TEXAS:

The undersigned (the "<u>Petitioner</u>"), holding title to a majority in value of the land described on <u>Exhibit "A"</u> hereto (the "<u>Property</u>"), as indicated by the tax rolls of Bell County, Texas, by this petition respectfully requests that the City of Belton, Texas (the "<u>City</u>") consent to the annexation of the Property into Bell County Municipal Utility District No. 1 (the "<u>District</u>"), and in support of such request would show the following:

I.

The general nature of the work to serve the Property at the present time is the construction, acquisition, improvement, extension, maintenance, and operation of works, improvements, facilities, plants, equipment, and appliances necessary or helpful to provide adequate water, wastewater, and drainage for the Property; to control, abate, and amend local stormwaters or other harmful excesses of waters; and to provide such additional facilities, systems, plants, roads, and enterprises as may be consistent with the purposes for which the District was created.

II.

There is a necessity for the work described above because there is not now available within the Property an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or roadway system to serve proposed development within the Property, and the health and welfare of the present and future inhabitants of the Property, and the areas adjacent thereto, require the construction, acquisition, improvement, extension, maintenance, and operation of such systems and other facilities and improvements to serve the Property.

III.

The work and improvements to serve the Property are feasible and practicable and the terrain of the territory to be annexed into the District is such that such services can be provided at a reasonable cost. A preliminary investigation has been made to determine the cost of the project to serve the Property, and it is estimated by Petitioner, from information as it has at this time, that the cost of the project is approximately \$2,000,000.00.

IV.

Petitioner, by submission of this Petition, requests the City's consent to the annexation of the Property into the District.

WHEREFORE, Petitioners pray that this Petition be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting consent to the annexation of the Property into the District and authorizing the inclusion of the Property within the District.

RESPECTFULLY SUBMITTED this	_ day of _	, 2016.
		FIS LAND INVESTMENTS, LTD., as limited partnership
	By:	Whitis Land Investments Management, LLC, a Texas limited liability company, its General Partner
		By:Bruce Whitis, President
THE STATE OF TEXAS § S COUNTY OF BELL §		
COUNTY OF BELL §		
This instrument was acknowledged—————, 2016, by Bruce Whit Management, LLC, a Texas limited liability Investments, Ltd., a Texas limited partnership, limited partnership.	tis, Presi company	dent of Whitis Land Investments y, General Partner of Whitis Land
(SEAL)	Notar	y Public, State of Texas

{W0674229.2} 2

EXHIBIT "A" DESCRPTION OF PROPERTY

FIELD NOTES BELL COUNTY, TEXAS

BEING all that certain tract or parcel of land situated in and being a part of the Sterling C. Fitch Survey, A-317, Bell County, Texas, and being called a 36.55 acre tract, "TRACT ONE", described in the Warranty Deed to the "Bypass Trust" as described in the Declaration of Trust of the Tulloch Family Revocable Living Trust, recorded in Volume 5681, Page 142, of the Official Records of Bell County, Texas, said tract being more particularly described as follows:

BEGINNING at a point at the base of a damaged concrete Highway Monument marking the east margin of F. M. 1670, same being the northwest corner of said 36.55 acre tract, the most westerly corner of Lot 6, Block 1, Stoneoak Subdivision, according to plat of record in Cabinet b, Slide 236-B, Plat Records of Bell County, Texas, the most northerly corner of Whispering Woods Subdivision, according to the plat of record in the Plat Records of Bell County, Texas, and being called the northwest corner of the herein described tract;

THENCE, S 56°16'58'E, (Deed-S 56°16'59"E,) departing the east margin of F. M. 1670 and along the southwest line of said LOT 6, the northeast line of said 36.55 acre tract, at 155.40 feet passing a 1/2" iron rod found marking the south corner of said LOT 6 and being a corner in the southwest line of the called 64.7 acre tract described in deed to Whitis Land Investments, Ltd. recorded in Document # 200700044913, Official Records of Bell County, Texas, continuing for a total distance of 854.08 feet (Deed-854.09 feet) to an 60D nail found in the base of a 30" oak for line corner of the herein described tract;

THENCE, N 23°07'14"E, 18.40 feet, (Deed-N 23°07'16"E, 18.40 feet) to a 1/2" iron rod found, S47°20'43"E, 1347.44 feet, (Deed-S 47°20'43"E, 1347.44 feet) along the common line of said 36.55 acre tract and said 64.7 acre tract to a 1" iron pipe found in a west line of a called 442.51 acre tract described in deed to Whitis Land Investment, Ltd. in Document # 200800034673, Official Records of Bell County, Texas, and being called the east corner of the herein described tract;

THENCE, along the east line of said 36.55 acre tract and west line of said 442.51 acre tract with the following courses:

- 1. S 45°45'24"W, 521.82 feet, (Deed- S 45°45'40"W, 521.96 feet) to a 1/2" iron rod found;
- 2. S 29°02'18"W, 430.68 feet, (Deed- S 29°01'18"W, 431.37 feet) to a 1/2" iron rod found;
- 3. S 15°25'18"W, 603.82 feet, (Deed- S 15°29'55"W, 604.72 feet) to a 1/2" iron rod found in an east line of a called 104 acre tract described in deed to the United States Government in Volume 886, Page 207, Deed Records of Bell county, Texas, same being called the south corner of the herein described tract;

THENCE, N 19°43'07" W, along the common line of said 104 acre tract and said 36.55 acre tract at 1321 feet passing a 6" cedar fence corner post marking a common corner of said 104 acre tract and southeast corner of said Whispering Woods Subdivision, continuing along the east line of said Whispering Woods subdivision and west line of said called 36.55 acre tract for a total distance 2860.61 feet, (Deed- N 19°41'E, 2861.45 feet), to the PLACE OF BEGINNING and containing 36.51 acres of land, more or less.

The bearings for this description is the east line of said called 36.55 acre tract per deed of record.

1-23-

A. W. Kessler, R.P.L.S.



EXHIBIT A

EXHIBIT "C"

RESOLUTION NO. 2016-14-R

A RESOLUTION OF THE CITY OF BELTON, TEXAS, CONSENTING TO THE ANNEXATION OF 36.55 ACRES OF LAND INTO BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

WHEREAS, Whitis Land Investments, Ltd. ("<u>Owner</u>"), owner of the land more fully described on <u>Exhibit "A"</u> attached hereto and incorporated herein by reference for all purposes (the "<u>Land</u>"), intends to petition Bell County Municipal Utility District No. 1 (the "<u>District</u>") for the annexation of the Land into the boundaries of the District;

WHEREAS, the Land is located within the extraterritorial jurisdiction of the City of Belton (the "City") and the City's consent to annexation by the District is required by Section 54.016 of the Texas Water Code and Section 2.01.g of the Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development dated effective as of December 28, 2010, between the City, W&B Development II, LLC, an affiliate of Owner, and the District; and

WHEREAS, Owner has requested that the City consent to the proposed annexation of the Land into the District;

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

That the City hereby consents to the annexation of the Land into the boundaries of the District.

PASSED, APPROVED, AND Texas at a regular meeting on the		City Council of City of Belton, 2016, at which a quorum
was present, and for which due no Government Code.		
	By:	Marion Grayson, Mayor
ATTEST:		
Amy M. Casey, City Clerk		

EXHIBIT "A"

FIELD NOTES BELL COUNTY, TEXAS

BEING all that certain tract or parcel of land situated in and being a part of the Sterling C. Fitch Survey, A-317, Bell County, Texas, and being called a 36.55 acre tract, "TRACT ONE", described in the Warranty Deed to the "Bypass Trust" as described in the Declaration of Trust of the Tulloch Family Revocable Living Trust, recorded in Volume 5681, Page 142, of the Official Records of Bell County, Texas, said tract being more particularly described as follows:

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THENCE, S 56°16'58'E, (Deed-S 56°16'59"E,) departing the east margin of F. M. 1670 and along the southwest line of said LOT 6, the northeast line of said 36.55 acre tract, at 155.40 feet passing a 1/2" iron rod found marking the south corner of said LOT 6 and being a corner in the southwest line of the called 64.7 acre tract described in deed to Whitis Land Investments, Ltd. recorded in Document # 200700044913, Official Records of Bell County, Texas, continuing for a total distance of 854.08 feet (Deed-854.09 feet) to an 60D nail found in the base of a 30" oak for line corner of the herein described tract;

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THENCE, along the east line of said 36.55 acre tract and west line of said 442.51 acre tract with the following courses:

- 1. S 45°45'24"W, 521.82 feet, (Deed- S 45°45'40"W, 521.96 feet) to a 1/2" iron rod found;
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- 3. S 15°25'18"W, 603.82 feet, (Deed- S 15°29'55"W, 604.72 feet) to a 1/2" iron rod found in an east line of a called 104 acre tract described in deed to the United States Government in Volume 886, Page 207, Deed Records of Bell county, Texas, same being called the south corner of the herein described tract;

THENCE, N 19°43'07" W, along the common line of said 104 acre tract and said 36.55 acre tract at 1321 feet passing a 6" cedar fence corner post marking a common corner of said 104 acre tract and southeast corner of said Whispering Woods Subdivision, continuing along the east line of said Whispering Woods subdivision and west line of said called 36.55 acre tract for a total distance 2860.61 feet, (Deed- N 19°41'E, 2861.45 feet), to the PLACE OF BEGINNING and containing 36.51 acres of land, more or less.

The bearings for this description is the east line of said called 36.55 acre tract per deed of record.

A. W. Kessler, R.P.L.S.

A. W. KESSLER

EXHIBIT_A

EXHIBIT "D"

INTERLOCAL COOPERATION AGREEMENT

Date: March , 2016

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

ARTICLE I PURPOSE OF AGREEMENT

The purpose of this agreement is to provide refuse collection services to the residents of the District through the City's private service contract. The City and District believe that it is in the best interest of the public to improve the efficiency and effectiveness of governmental functions and services of local governments by authorizing this agreement.

City shall:

- Take reasonable actions to ensure the delivery of contractor services to residents of the District;
- Conduct billing and collection services for residents of the District;
- Receive compensation from the contractor in the forms of a franchise fee and billing fee;
- Bill residents of the District for the provision of garbage and recycling services;
- Take reasonable actions to ensure all sections of the City's contract are properly enforced on behalf of the District;
- NOT grant a franchise for the use of right-of-ways to any other provider of solid waste collection within the boundaries of the District: and
- Provide residents of the District the same level of service as the customers in the corporate limits of the City.

District shall:

- Take reasonable actions to assist the City in enforcing the grant of exclusive franchise and polycart delivery; and
- Acknowledge no compensation is anticipated from the City for these services.

ARTICLE II TERM OF AGREEMENT

The term of this agreement shall remain in full force for a period ending December 31, 2018; and shall be extended for two additional one year terms provided the City and its private contractor extend the service contract in effect between the City and its private contractor on the date of this Agreement for the two additional one year terms.

ARTICLE III MUTUAL WAIVERS

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

ARTICLE IV NO WAIVER OF IMMUNITY

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

ARTICLE V VENUE

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

ARTICLE VI CHOICE OF LAW

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

ARTICLE VII SEVERABILITY

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

ARTICLE VIII MODIFICATION

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

ARTICLE IX ADMINISTRATION

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

ARTICLE X ENTIRE AGREEMENT

This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. No verbal or written conditions not contained herein shall have any force or effect to alter any term of this Agreement.

ARTICLE XI TERMINATION/FORCE MAJEURE

This Agreement will terminate upon the expiration of the Agreement's term as indicated in Article II. This Agreement will also terminate if at any time between the date of this Agreement and December 31, 2020, the City or its private contractor terminate for cause the service contract between the City and its private contractor in effect as of the date of this Agreement.

Upon termination of the service contract between the City and its private contractor in effect as of the date of this Agreement, the District will have the opportunity to be considered for inclusion in successor service contract(s) subject to the mutual agreement of terms by the City and District.

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

ARTICLE XII EXECUTION

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

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

THE CITY OF BELTON, TEXAS	BELL COUNTY MUNICIPAL UITLITY DISTRICT NO. 1	
Sam A. Listi, City Manager	Board President	
ATTEST:		
Amy M. Casey, City Clerk		
APPROVED AS TO FORM		
John Messer, City Attorney		

STATE OF TEXAS §
COUNTY OF BELL §
This instrument was acknowledged before me on the day of March, 2016, by Sam A. Listi, City Manager of the City of Belton, Texas.
Notary Public, State of Texas
STATE OF TEXAS §
COUNTY OF BELL §
This instrument was acknowledged before me on the day of March, 2016, by, Board President of the Bell County Municipal Utility District No. 1.
Notary Public, State of Texas

Staff Report – City Council Agenda Item



Agenda Item No.14

Consider an ordinance on first reading amending an exclusive franchise to Waste Management to include service to Bell County Municipal Utility District No.1, and authorize the City Manager to execute an amendment to the Municipal Solid Waste Collection and Transportation Agreement between Waste Management and the City of Belton to reference the inclusion of the Bell County Municipal Utility District No.1 in the exclusive service area granted to Waste Management.

Originating Department

Finance – Brandon Bozon, Director of Finance

Summary Information

The City of Belton currently provides solid waste service to its residential and commercial hand cart customers through an exclusive agreement with Waste Management. The existing agreement was effective January 1, 2014, has an initial term of five years, and may be extended for two additional one year terms upon both parties' mutual written agreement. Included in the service are weekly refuse, biweekly recycling haul away and hazardous waste disposal as requested. For calendar year 2016, the charge for service is \$15.29, 12% of which is retained by the City of Belton as a franchise fee (5%) and billing fee (7%).

As noted in Section 7.03 of the Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development (the "District"), any service provider (including solid waste disposal) that operates within the right of way of the District must obtain a franchise from the City of Belton. While selection of service providers is at the discretion of District's Board, City Staff made the offer to the District to participate in its agreement with Waste Management. The advantages of participation for both the City and the District:

- 1. The City's existing relationship with Waste Management simplifies the franchise and related compliance processes.
- 2. The consolidation of billing for residents, as the City will already be billing customers for water and sewer services.
- 3. The ability to leverage the City's purchasing power to extend Waste Management's rates to residents of the District.

As noted in the Interlocal Agreement between the City and District (included in the previous agenda item) the City's obligation is to provide residents of the District the same level of service as the customers in the corporate limits of the City while the District is obligated to

take reasonable actions to assist the City in enforcing the grant of exclusive franchise and polycart delivery.

City Staff and Waste Management feel confident we can meet the City's obligations to the District, and that the extension of this service will be a positive for all parties involved.

Action by Council today will approve this item on first reading. A franchise requires a public hearing, with a ten day notice, which will be scheduled for April 12, 2016.

Fiscal Impact

Amount: Budgeted:		☐ No	☐ Capit	al Project Funds
If not budge	ted: 🗌 Budg	jet Transfer	☐ Contingency	Amendment Needed
Funding Sou	urce(s): All b	udgeted and	l capital project fur	nds

Recommendation

Recommend approving the ordinance on first reading amending an exclusive franchise to Waste Management to serve Bell County Municipal Utility District No. 1 with solid waste collection service and authorizing the City Manager to execute an amendment to the Municipal Solid Waste Collection and Transportation Agreement between Waste Management and the City of Belton to reference the inclusion of County Municipal Utility District No. 1 in the exclusive service area granted to Waste Management.

Second reading, public hearing and final action will be scheduled for April 12, 2016.

Attachments

- 1. Ordinance amending an exclusive franchise to Waste Management of Texas, Inc., to include providing residential solid waste collection, disposal, and recycling services within the boundaries of Bell County Municipal Utility District No. 1.
- 2. Amendment to Municipal Solid Waste Collection and Transportation Agreement.

ORDINANCE NO. 2016-15

AN ORDINANCE AMENDING AN EXCLUSIVE FRANCHISE TO WASTE MANAGEMENT OF TEXAS, INC., TO INCLUDE PROVIDING RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES WITHIN THE BOUNDARIES OF BELL COUNTY MUNCIPAL UTILITY DISTRICT NO. 1.

WHEREAS, Section 7.03 of the Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 (the "District") requires any provider of solid waste collection services to obtain a franchise from the City of Belton (the "City");

WHEREAS, Waste Management of Texas, Inc., a partnership (the "Company"), operates a solid waste and collection service for the City of Belton; and

WHEREAS, the Company seeks to provide solid waste collection disposal and recycling services for residential customers within Bell County Municipal Utility District No. 1 (the "District");

WHEREAS, the City has entered into an interlocal agreement with the District to provide solid waste collection disposal and recycling services for residential customers;

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

SECTION 1: Agreement.

The City of Belton hereby amends an exclusive franchise to Waste Management of Texas, Inc., in accordance with the First Amended Solid Waste Collection and Transportation Agreement attached hereto as Attachment "A" to include the boundaries of the Bell County Municipal Utility District No. 1.

SECTION 2: Acceptance by Company.

Within fifteen (15) days after the passage of this amended Franchise, the Company shall execute the First Amendment to the Municipal Solid Waste Collection and Transportation Agreement.

PASSED AND APPROVED on first reading, the 22nd day of March, 2016.

PASSED AND APPROVED on second and final reading, the 12th day of April, 2016.

	THE CITY OF BELTON, TEXAS
	Marion Grayson, Mayor
ATTEST:	APPROVED AS TO FORM:
Amy M. Casev. City Clerk	John Messer, City Attorney

ATTACHMENT A

FIRST AMENDMENT TO THE MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This "FIRST AMENDMENT TO THE MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT (this "Amendment") is entered into as of the ____ day of ______, 2016, by and between the CITY OF BELTON, TEXAS ("City"), and WASTE MANAGEMENT OF TEXAS, INC. ("Contractor"), a Texas corporation.

WITNESSETH:

WHEREAS, the City and Contractor have heretofore entered into a certain Municipal Solid Waste Collection and Transportation Agreement, dated September 10, 2013 (together with all amendments thereto, the "Contract"), whereby Contractor was granted the exclusive right to provide residential and commercial-hand collect waste and recycling collection within the City, as more particularly set forth in the Contract; and

WHEREAS, the City desires to extend Contractor's services to Residential Units that currently receive waste services administered and/or provided by the Three Creeks Municipal Utility District a/k/a Bell County Municipal Utility District No.1 ("Three Creeks MUD"), and Contractor has agreed to expand its services to those Residential Units,

WHEREAS, the City and Contractor desire to modify the Contract, as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

- 1. The City has requested and Contractor has agreed to begin providing waste and recycling services to Residential Units located in the Three Creeks MUD area, including the additional 36.55 acre tract, beginning on April 18, 2016. Attached as **Exhibit A** to this Amendment is a map that generally depicts the Three Creeks MUD area in which the Contractor will be providing the services. The Contractor and the City agree that Contractor will be the exclusive residential waste and recycling services provider in the Three Creeks MUD upon execution of this Amendment.
- 2. All other provisions of the Contract are applicable to this Amendment, including without limitation, all provisions of Section 10 in the Contract.
- 4. Capital words used in this Amendment shall have the meaning assigned in the Agreement or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Contract, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

CITY: BELTON, TEXAS		CONTRACTOR:
		WASTE MANAGEMENT OF TEXAS, INC
Ву:	Sam A. Listi	By:
Its:	City Manager	Its:

above.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth



Staff Report – City Council Agenda Item



Agenda Item #15

Consider authorizing the Belton Economic Development Corporation to execute a contract to sell property at 420 E. Central Avenue to Jarrod Metzgar.

Originating Department

Belton Economic Development Corporation - Cynthia Hernandez, Executive Director

Summary Information

The BEDC has received an offer from Jarrod Metzgar, President of Enviro-Serv out of Waco, to purchase the 0.322 acre tract at 420 E. Central. This contract is contingent upon the purchase of the adjacent lot, located on the corner of Central and Blair. The Buyer intends to expand their Waco operation, Enviro-Serv, to Belton to service the Belton/Killeen/Temple region. Their product is flooring, cleaning and restoration services. The broker indicates that Mr. Metzgar plans to build a 5,000 sq. ft. building on the combined lots, and the building will include a showroom and warehouse.

In 2011, BEDC purchased the lot for \$55,000 for the purpose of constructing a 2400 sq. office building to house the Corporation in Downtown Belton. Shortly afterwards, the project was placed on hold, as other projects arose that demanded BEDC attention and resources. Over the years, BEDC has considered relocating BEDC offices to Downtown, as originally intended, with some exploration of alternative sites. Six months ago, BEDC was approached with a real estate opportunity, triggering a more serious consideration and commitment to relocate Downtown. Therefore, at this time the BEDC is confident that there are adequate alternative sites to accommodate a relocation to Downtown Belton.

BEDC Board of Directors approved a contract with Jarrod Metzgar for the sale of property at 420 E. Central Avenue for \$60,000 on March 16, 2016. Special provisions within the contract provide for BEDC to retain ownership if the Buyer does not purchase the adjoining lot within 45 days. Also, if construction does not commence on the property within one year from closing, BEDC will have the right to purchase the property back at \$60,000.

Fiscal Impact

Although the contracted purchase price is \$60,000, BEDC will pay a 3% commission to the broker and other typical closing costs.

Amount: \$60,000

Recommendation The BEDC Board and staff recommend Belton City Council approval of this contract for the sale of property located at 420 E. Central Avenue to Jarrod Metzgar. Attachments Contract Field Notes and Plat



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL CONTRACT SPECIAL PROVISIONS ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2010

ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

420 E. Central Ave, Belton, TX 76513

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract:

This contract is contingent upon the closing of Buyer's contract to purchase the adjoining lot at 426 E. Central Ave (Lots 8 & 9, Block 82 of Belton Original) within 45 days from the date of the approval of this contract by the City of Belton City Council. If the closing does not occur, the Seller may terminate this contract any time after the 45 day period expires and the earnest money will be refunded to Buyer. Within 3 days after the expiration of the feasibility period, Buyer may terminate this contract and the earnest money, less any consideration under Paragraph 7B(1) will be refunded to Buyer. If termination does not take place, Buyer agrees to deposit an additional \$1,000 to be made part of the earnest money.

- 2. This contract is contingent upon City Council approval. The feasibility period of 20 days will be begin after City Council approval is obtained.
- 3. Buyer understands and acknowledges that the subject property is in flood plain and, as per the City's Code of Ordinances Sec. 7-42. Specific standards, construction on the site shall have the lowest floor (including basement) elevated to or above a minimum of eighteen (18) inches greater than base flood level.
- 4. If Buyer does not begin construction on its approximately 5,000 SF building on the Property within 1 year from the date of closing, Seller shall have the right to purchase the Property from Buyer for \$60,000. Closing shall be within 30 days from the date of the notice from BEDC that it has elected to exercise this right. Buyer and Seller shall pay the same closing costs for that sale as

Seller: BEDC (Belton Economic Devl Corp) By:	() On (
By (signature): Printed Name: Title:	Printed Name:
Ву:	Ву:
By (signature): Printed Name: Title:	By (signature): Printed Name: Title:
TAD 1040) 1 00 10	

(TAR-1940) 1-26-10

Page 1 of 1



Texas Association of Realtors® COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

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1.	P/ to	ARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:
	Se	eller: BEDC (Belton Economic Development Corporation)
		Address: 2180 N. Main Ste # C1, Belton, TX 76513 Phone: (254) 770-2270
	Bu	yer: <u>Jarrod Metzgar</u>
		Address: 5505 N. Hwy 6, Waco, TX 76712 Phone: (254) 292-0677
2.	PR	ROPERTY:
	A.	"Property" means that real property situated in County, Texas at
		420 E. Central Avenue, Belton, TX 76513 (address) and that is legally described on the attached Exhibit or as follows: Lots Six (6) and Seven (7) of Block Eighty-Two (82), of the Original Town of Belton, Bell County, Texas
	B.	Seller will sell and convey the Property together with: (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and (3) Seller's interest in all licenses and permits related to the Property.
		escribe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) mineral rights are to be reserved an appropriate addendum should be attached.)
3.	SA	LES PRICE:
	A.	At or before closing, Buyer will pay the following sales price for the Property:
		(1) Cash portion payable by Buyer at closing \$ 60,000.00
		(2) Sum of all financing described in Paragraph 4
		(3) Sales price (sum of 3A(1) and 3A(2)) \$\$
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Aldrich-Thomas Group, Realtors, 18 North Third Street Temple, TX 76501 Phone: 254.773.4901 Fax: 254.771.0376 A. L. Thomas

BEDC to Metzgar,

		Adjustment to Sales Price: (Check (1) or (2) only.) (1) The sales price will not be adjusted based on a survey.
	Ц	(2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.
		 (a) The sales price is calculated on the basis of \$ per: □ (i) square foot of □ total area □ net area. □ (ii) acre of □ total area □ net area.
		 (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within: □ (i) public roadways;
		 (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and (iii)
		(c) If the sales price is adjusted by more than % of the stated sales price, either party may terminate this contract by providing written notice to the other party within days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.
4.	FI	NANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:
	A.	Third Party Financing: One or more third party loans in the total amount of \$ This contract: (1) is <u>not</u> contingent upon Buyer obtaining third party financing. (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
	В.	<u>Assumption</u> : In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$
	C.	Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$
5.	EA	RNEST MONEY:
	A.	Not later than 3 days after the effective date, Buyer must deposit \$ 1,000.00 as earnest money with First Community Title Company (title company) at 4613 S. 31st St., Temple, TX 76502 (address) Suzanne Ward (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
	B.	Buyer will deposit an additional amount of \$ n/a with the title company to be made part of the earnest money on or before: (i) days after Buyer's right to terminate under Paragraph 7B expires; or (ii) Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B
		Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
		Ω_{-}

Commercial Contract - Unimproved Property concerning 420 E. Central Avenue, Belton, TX 76513

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C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

TITLE POLICY AND SURVEY:

Α.	Title	Pol	licv:
, ,,	11110		

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this

		contract provides otherwise.
		The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements: (a) will not be amended or deleted from the title policy. (b) will be amended to read "shortages in areas" at the expense of Buyer D Seller.
	(3)	Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.
В.	<u>Su</u>	rvey: Within 20 days after the effective date:
	(1)	Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey

- under the appropriate condition. Seller will reimburse Buyer _____ amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller 50% of cost (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within <u>10</u> days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a

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special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7.

P	ROPERTY CONDITION:
Α.	Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: n/a
В.	Feasibility Period: Buyer may terminate this contract for any reason within days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)
X	(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.
	(2) Not later than 3 days after the effective date, Buyer must pay Seller \$
C.	Inspections, Studies, or Assessments:
	(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
	 (2) Buyer must: (a) employ only trained and qualified inspectors and assessors; (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property; (c) abide by any reasonable entry rules or requirements of Seller; (d) not interfere with existing operations or occupants of the Property; and (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

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(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(4) Delivery of Discount Intermediate Within

(1)		ilvery of Property information: within days after the effective date, Selier will deliver to
	Bu	yer: (Check all that apply.)
	(a)	copies of all current leases pertaining to the Property, including any modifications, supplements,
		or amendments to the leases;
	(b)	copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller
		will not pay in full on or before closing;
X	(c)	copies of all previous environmental assessments, geotechnical reports, studies, or analyses
		made on or relating to the Property;
X	(d)	copies property tax statements for the Property for the previous 2 calendar years;
	(e)	plats of the Property;
	(f)	copies of current utility capacity letters from the Property's water and sewer service provider;
		and
	(g)	
	,	

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)
- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

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- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
 - (1) any failure by Seller to comply with Seller's obligations under the leases:
 - (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
 - (3) any advance sums paid by a tenant under any lease;

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	(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters any lease; and(5) any amounts payable under the leases that have been assigned or encumbered, except for loan(s) assumed or taken subject to under this contract.							
	B.	Estoppel Certificates: Withincertificates signed not earlier that in the Property. The estoppel ce of TAR Form 1938 – Commercial by a third party lender providing additional information at least estoppel certificates.	n rtificates must incl al Tenant Estoppe g financing under	by each ter ude the certifications contained Certificate and any additional Paragraph 4 if the third party	nant that leases space in the current version information requested lender requests such			
9.	BR	BROKERS:						
	A.	The brokers to this sale are:						
		Principal Broker:		Cooperating Broker: Aldrich-	Thomas Group			
		Agent:		Agent: Marian Doskocil				
		Address:		Address: 18 N. 3rd St				
				Temple, TX 7650	01			
		Phone & Fax:		Phone & Fax: (254) 773-4901				
		E-mail:		E-mail: mdoskocil@aldrich	n-thomas.com			
		License No.:		License No.:				
		Principal Broker: (Check only one represents Seller only. represents Buyer only. is an intermediary between S	•	Cooperating Broker represen	ts Buyer.			
	В.	Fees: (Check only (1) or (2) belo (Complete the Agreement Betwee	w.) een Brokers on pag	ne 13 only if (1) is selected.)				
(1) Seller will pay Principal Broker the fee specified by separate written commission agree between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee spe- in the Agreement Between Brokers found below the parties' signatures to this contract.					oker the fee specified			
	X	(2) At the closing of this sale, Se	ller will pay:					
		Principal Broker a total cash	ales price.	Cooperating Broker a tota 3.000 % of th	e sales price.			
		The cash fees will be paid in the title company to pay the b	Borokers from the Se	County, Te	exas. Seller authorizes			
		NOTICE: Chapter 62, Texas with a lien against the Proper		uthorizes a broker to secure a	n earned commission			
	C.	The parties may not amend this amendment.	Paragraph 9 witho	out the written consent of the b	rokers affected by the			
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				ad, Fraser, Michigan 48026 www.zipLogix.com	BEDC to Metzgar,			

Α.	The date of the closing of the sale (closing date) will be on or before the later of:
	(1) 🖾5 days after the expiration of the feasibility period.
	□ (specific date).
	(2) 7 days ofter phications made under Days week CO have been

- (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a

 general

 special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
 - (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes:
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
 - (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
 - (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
- 11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

See Commercial Contract Special Provisions Addendum

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
 - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. <u>Buyer's Expenses</u>: Buyer will pay for the following at or before closing:
 - (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14, PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. <u>Rollback Taxes</u>: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C.	Rent and	Security E	<u>Deposits</u> : A	\t closing	j, Sell	er will tei	nder to	Buyer a	all security	/ deposits	and the fo	ollowing
	advance	payments	received	by Sell	er for	periods	after	closing:	prepaid	expenses,	advance	renta

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payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or (Check if applicable)
- an enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.
- **16. CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
 - A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
 - B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.
- 17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.
- 19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)
- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

- 20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.
- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.
- 21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

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22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D.	Add	denda which are part of this contract are: <i>(Check all that apply.)</i>
	(1)	Property Description Exhibit identified in Paragraph 2;
X	(2)	Commercial Contract Financing Addendum (TAR-1931);
	(3)	Commercial Property Condition Statement (TAR-1408);
		Commercial Contract Addendum for Special Provisions (TAR-1940);
	(5)	Notice to Purchaser of Real Property in a Water District (MUD);
	(6)	Addendum for Coastal Area Property (TAR-1915);
	(7)	Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
X	(8)	Information About Brokerage Services (TAR-2501); and
	(9)	Commercial Contract Special Provisions Addendum

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer May may may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.
- **23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- **24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

(TAR-1802) 1-1-16

Initialed for Identification by Seller _____, ____ and Buye

Page 11 of 13

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT	AS OFFER: The execution of this contract by the first party constitutes an offer to buy or self
the Property.	Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is
located, on _	, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

	n Economic Development)	Buyer: Jarrod Metzgar	
D		- Jandondo	
Ву:		By:	
By (signature):		By (signature):	
Printed Name:		Printed Name:	
Title:		Title:	
Ву:		By:	
		By (signature):	
Printed Name:		Printed Name:	
Title:		Title:	
(TAR-1802) 1-1-16	Initialed for Identification by Self	er and Buver P	age 12 of 13

Commercial Contract - Unimproved Property concerning 420 E. Cer	entral Avenue, Belton, TX 76513
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	ETWEEN BROKERS			
(use only if Paragraph 9B(1) is effective) Principal Broker agrees to pay				
The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.				
Principal Broker:	Cooperating Broker:			
Ву:	By:			
ATTO	DRNEYS			
Seller's attorney:	Buyer's attorney:			
Address:	Address:			
Phone & Fax:	Phone & Fax:			
E-mail:	E-mail:			
Seller's attorney requests copies of documents, notices, and other information: the title company sends to Seller. Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: the title company sends to Buyer. Seller sends to Buyer.			
ESCROV	V RECEIPT			
The title company acknowledges receipt of: A. the contract on this day (effective date); B. earnest money in the amount of \$1,000.00 in the form of on				
Title company: First Community Title	Address: 4613 S. 31st Street Temple, TX 76502			
Ву:				
Assigned file number (GF#):	E-mail:			

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

January 4, 2011

Surveyor's Field Notes for BELTON ECONOMIC DEVELOPMENT CORPORATION, for:

0.322 ACRE, situated in the M. F. CONNELL SURVEY, ABSTRACT 6, Bell County, Texas, being LOTS 6 and 7, BLOCK 82, ORIGINAL TOWN OF BELTON, Bell County, Texas, and being a portion of a called 0.617 Acre tract conveyed to Belton Area Chamber of Commerce and M.M. Wade in Volume 2999, Page 797, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

BEGINNING at a $\frac{1}{2}$ " iron rod found at the northwest corner of said Lot 6, being on the south line of an asphalt alley, which said $\frac{1}{2}$ " iron rod found bears S 71° 03' 40" E - 90.11' from a 5/8" iron rod found at the northwest corner of said 0.617 Acre tract, for the northwest corner of the herein described tract:

THENCE, in an easterly direction, with the south line of said alley, being the north line of said Lot 6 and 7, **S 71° 03' 25"** E – **99.98'** (Record S 71° E – 100.00'), to a 5/8" iron rod found at the northeast corner of said Lot 7, being the northwest corner of a called 0.431 Acre tract conveyed to Odis Ervin in Volume 4191, Page 133, Official Public Records of Real Property, Bell County, Texas, which said 5/8" iron rod found bears N 71° 00' 00" W – 133.99' from a 5/8" iron rod found at the northeast corner of said 0.431 Acre tract, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, with the west line of said 0.431 Acre tract, being the east line of said Lot 7, **S 19° 05' 36"** W - 140.07' (Record S 19° 06' 30" W - 140.00'), to a 5/8" iron rod set on the north line of a public roadway known as East Central Avenue, for the southeast corner of said Lot 7 and the southeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said East Central Avenue, same being the south line of said Lot 7 and Lot 6, **N 71° 01' 21" W** – **100.00'**), to an "X" set in concrete, being the southwest corner of said Lot 6, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, with the west line of said Lot 6, severing said 0.617 Acre tract, **N 19° 06' 19"** E – 1.40.01', to the **POINT OF BEGINNING** and containing 0.322 Acre of Land.

Survey monuments found long the north line of Lots 8 & 9 (north line of said 0.431 Acre tract) were used for directional control.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

This metes and bounds description to accompany a Surveyor's Sketch showing the herein described 0.322 Acre tract.

Surveyed December 29, 2010

ALL COUNTY SURVEYING, INC. 1-800-749-PLAT

server/projects/pro100000/100800/100844/100844.doc

CHARLES C. LUCKO

Charles C. Lucko Registered Professional Land Surveyor Registration No. 4636

