

City of Belton, Texas

City Council Meeting Agenda
Tuesday, May 26, 2020 - 5:30 p.m.
Wright Room (Council) and Evans Room (Public)
Harris Community Center
401 N. Alexander, Belton, Texas

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember Craig Pearson.

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

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

Invocation. The Invocation will be given by Jeff Miller, Pastor of the First United Methodist Church.

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

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

Fire Chief Appointment

3. Confirm the City Manager's appointment of the Fire Chief, in accordance with Chapter 143.013(a)(1) of the Texas Local Government Code.

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. Consider minutes of the May 12, 2020, City Council Meeting.
- 5. Consider authorizing the purchase and installation of HVAC units for City facilities as provided for in the HVAC Replacement Fund.
- 6. Consider authorizing:
 - A. the Belton Economic Development Corporation Executive Director to execute a contract for the purchase of 2.833 acres at 2238 W. Hwy 190; and
 - B. a budget amendment to the FY2020 budget in the amount of \$165,000 for the purchase of property at 2238 W. Hwy 190.

Planning and Zoning

- Hold a public hearing and consider a zoning change from Agricultural District to Multi-Family District on approximately 1.65 acres located at 6201 W. US 190 Service Road, on the south side of US 190, between US 190 and Dog Ridge Road, east of Fort Road.
- 8. Hold a public hearing and consider a final plat of North Wall Street Addition, a replat of Belton Original Town, Block 63, eastern half of Lot 5, comprising 1.491 acres, to create five lots at 1000-1022 N. Wall Street, at the northwest corner of N. Wall Street and E. 10th Avenue, extending between E. 10th Avenue and the railroad tracks.
- Consider a final plat of Wheats Sweets Plaza, comprising approximately 3.0 acres located at 3050 W. Hwy 190 Service Road and 1174 S. Wheat Road, near the northwest corner of the intersection of US190/I-14 and Wheat Road.

<u>Miscellaneous</u>

- 10. Consider authorizing the City Manager to execute a contract for the Liberty Hill Lift Station Offload project, and any change orders associated with the contract, not to exceed the amount authorized under State law.
- 11. Consider authorizing the City Manager to implement or continue various utility assistance programs for those City of Belton utility billing customers who have been seriously impacted by the COVID-19 Pandemic.

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



City of Belton, Texas

City Council Meeting Agenda
Tuesday, May 26, 2020 - 5:30 p.m.
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OFFICE OF THE CITY MANAGER

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Invocation. The Invocation will be given by Jeff Miller, Pastor of the First United Methodist Church.

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Fire Chief Appointment

3. Confirm the City Manager's appointment of the Fire Chief, in accordance with Chapter 143.013(a)(1) of the Texas Local Government Code.

City Manager Sam Listi will be announcing his appointment of Jonathon Fontenot as Belton Fire Chief, and will ask the Council to confirm the appointment. Confirmation is required by Local Government Code Chapter 143 for cities with voter-approved Civil Service departments. An inauguration ceremony will be held on June 15, 2020.

Consent Agenda

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4. Consider minutes of the May 12, 2020, City Council Meeting.

A copy of the minutes is attached. Recommend approval.

5. Consider authorizing the purchase and installation of HVAC units for City facilities as provided for in the HVAC Replacement Fund.

See Staff Report from Director of Public Works Angellia Points. Recommend approval of the purchase/installation as presented.

- 6. Consider authorizing:
 - A. the Belton Economic Development Corporation Executive Director to execute a contract for the purchase of 2.833 acres at 2238 W. Hwy 190; and
 - B. a budget amendment to the FY2020 budget in the amount of \$165,000 for the purchase of property at 2238 W. Hwy 190.

See Staff Report from BEDC Executive Director Cynthia Hernandez. Recommend approval of the purchase contract and budget amendment.

Planning and Zoning

7. Hold a public hearing and consider a zoning change from Agricultural District to Multi-Family District on approximately 1.65 acres located at 6201 W. US 190 Service Road, on the south side of US 190, between US 190 and Dog Ridge Road, east of Fort Road.

See Staff Report from Director of Planning Cheryl Maxwell. At its meeting on May 19, 2020, the Planning and Zoning unanimously recommended approval, and Staff concurs.

8. Hold a public hearing and consider a final plat of North Wall Street Addition, a replat of Belton Original Town, Block 63, eastern half of Lot 5, comprising 1.491 acres, to create five lots at 1000-1022 N. Wall Street, at the northwest corner of N. Wall Street and E. 10th Avenue, extending between E. 10th Avenue and the railroad tracks.

See Staff Report from Director of Planning Cheryl Maxwell. At its meeting on May 19, 2020, the Planning and Zoning unanimously recommended approval, and Staff concurs.

9. Consider a final plat of Wheats Sweets Plaza, comprising approximately 3.0 acres located at 3050 W. Hwy 190 Service Road and 1174 S. Wheat Road, near the northwest corner of the intersection of US190/I-14 and Wheat Road.

See Staff Report from Director of Planning Cheryl Maxwell. At its meeting on May 19, 2020, the Planning and Zoning unanimously recommended approval, and Staff concurs.

Miscellaneous

10. Consider authorizing the City Manager to execute a contract for the Liberty Hill Lift Station Offload project, and any change orders associated with the contract, not to exceed the amount authorized under State law.

See Staff Report from Director of Public Works Angellia Points. Recommend award of the contract to Flanigan Construction as presented.

11. Consider authorizing the City Manager to implement or continue various utility assistance programs for those City of Belton utility billing customers who have been seriously impacted by the COVID-19 Pandemic.

See Staff Report from City Manager Sam Listi. Recommend authorization of the assistance programs as presented.

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

Belton City Council Meeting May 12, 2020 – 5:30 P.M.

The Belton City Council met in a virtual session via Zoom meeting due to the COVID-19 Public Health Emergency that has been declared by Governor Greg Abbott, Bell County Judge David Blackburn and Belton Mayor Marion Grayson. Members present included Mayor Marion Grayson, Mayor Pro Tem Wayne Carpenter and Councilmembers David K. Leigh, John R. Holmes, Sr., Craig Pearson, Guy O'Banion and Dan Kirkley. Staff present included Sam Listi, John Messer, Amy Casey, Gene Ellis, Mike Rodgers, Wes Gilbreath, Cheryl Maxwell, Judy Garrett, Kim Kroll, Bob van Til, Paul Romer, Matt Bates, Chris Brown, Cynthia Hernandez and Angellia Points.

The Pledge of Allegiance to the U.S. Flag was led by Mayor Pro Tem Wayne Carpenter and the Pledge of Allegiance to the Texas Flag was led by Public Information Officer Paul Romer. The Invocation was given by Councilmember Craig Pearson.

- 1. **Call to order.** Mayor Grayson called the meeting to order at 5:33 p.m.
- 2. Public Comments. (Audio 1:37)

There were none.

3. Presentation of Council pay for 2019-2020. (Audio 1:45)

City Clerk Amy Casey presented each of the Councilmembers their pay of \$1 for their service for the previous year. In light of the current circumstances, the dollar bills were folded in the shape of a COVID-19 face mask.

4. **Proclamations:** (Audio 3:41)

A. National Police Week - May 10-16, 2020

Assistant City Manager/Chief of Police Gene Ellis received this proclamation on behalf of the Belton Police Department.

B. National Safe Boating Week - May 16-22, 2020

Alvin Dillard, Flotilla Commander of the United States Coast Guard Auxiliary, was "present" to receive this proclamation.

C. National Public Works Week – May 17-23, 2020

Director of Public Works Angellia Points received this proclamation on behalf of the Belton Public Works Department.

Consent Agenda (Audio 13:07)

Items 5-13 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

- 5. Consider minutes of April 28, 2020, City Council Meeting.
- 6. <u>Consider appointments to the Charter Review Committee</u>. Brett Baggerly, Brandon Bozon, Dave Covington, Jeannie Pittman, Jane Dominguez, Alton McCallum, Daniel Bucher, Craig Pearson, Dan Kirkley and David K. Leigh. The Mayor selected Dave Covington to chair the committee.
- 7. Consider appointments to the Art Selection Committee.
 - Wayne Carpenter, Mayor Pro Tem, City of Belton
 - Gene Ellis, Assistant City Manager/Chief of Police, City of Belton
 - Randy Pittenger, CEO, Belton Area Chamber of Commerce
 - Hershall Seals, Art Department Director, UMHB
 - Judy Garrett, CVB and Retail Coordinator, City of Belton
 - Cheryl Maxwell, Director of Planning, City of Belton
 - Steven Kirkpatrick, Realtor, Remax
 - Michelle Weaver, The Art Place
- 8. Consider appointment/reappointments to the following Boards/ Commissions:
 - A. <u>Ethics Commission</u> Mike Miller, Bert Peeples, Mark Fitzwater, Charla Peters, Larry Pointer, Craig Hammonds and Nicholas Rabroker.
 - B. <u>Planning and Zoning Commission</u> Allison Turner, Ty Hendrick, Luke Potts, Stephanie O'Banion and Brett Baggerly.
 - C. <u>Central Texas Council of Governments Executive Committee</u> Sam Listi was appointed as second alternate.
- 9. Consider an application from Lone Star Express for an Operating Authority Permit to operate a charter service between Belton and Austin-Bergstrom International Airport.
- 10. Consider a resolution denying Oncor's application to the Public Utility Commission of Texas for approval of a Distribution Cost Recovery Factor.
- 11. Consider a resolution authorizing the City Manager to enter into an illumination agreement with the Texas Department of Transportation for lighting along Loop 121 as part of the Loop 121 Widening Project.
- 12. Consider a resolution in support of the 2020 BUILD Grant application to the US Department of Transportation for improvements to S. Connell Street.

13. Consider authorizing the City Manager to enter into a professional services agreement with Kasberg, Patrick & Associates for construction administration services for the E. Ave S and North East/E. 5th Ave Waterline Replacement Project.

Councilmember Leigh asked that Item 11 be pulled for discussion.

Upon a motion for approval by Councilmember Leigh, and a second by Councilmember Kirkley, Consent Agenda Items 5-10 and 12-13, including the following captioned resolutions, were approved upon a vote of 7-0.

RESOLUTION NO. 2020-16-R

A RESOLUTION OF THE CITY OF BELTON, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

RESOLUTION NO. 2020-17-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR THEIR BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) DISCRETIONARY TRANSPORTATION GRANT PROGRAM FOR S. CONNELL STREET.

A motion was made by Councilmember Craig Pearson to table Item 11 until the next Council meeting, or until such time as property owners. The motion was seconded by Councilmember Kirkley. The motion was approved upon a vote of 7-0.

FY2021 Budget

14. Conduct a work session on FY2021 budget considerations and process, and receive input from Council on key policies and initiatives. (Audio 28:46)

Director of Finance Mike Rodgers presented a summary of proposed changes for the FY 2021 budget. He also reviewed the budget process and received input from Council (see Exhibit 1).

15. Conduct a work session on FY2021 budget for the following funds: (Audio 1:48:35)

Belton City Council Meeting May 12, 2020 – Page 4

- A. **Drainage Fund**
- B. Public Works General Fund
- C. Water & Sewer Fund

A motion was made by Councilmember Pearson to table Item 15 until the next Council meeting. The motion was seconded by Mayor Pro Tem Carpenter and was approved upon a vote of 7-0.

There being no further business, the May	or adjourned the meeting at 7:21 p.m.
ATTEST:	Marion Grayson, Mayor
Amy M. Casey, City Clerk	

Staff Report – City Council Agenda Item



Agenda Item #5

Consider authorizing the purchase and installation of HVAC units for City facilities as provided for in the HVAC Replacement Fund.

Originating Department

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

Summary Information

The proposed HVAC replacement plan will replace 26 units in several different City facilities to include Fire Station #2, Police Station, City Hall, Finance Building, Library, Parks Office and the Harris Center. The units on the list to be replaced are 10 years old or older, with a majority of them being 15 years old or older. Several of the units are outdated and do not operate in an efficient or energy moderate manner. A majority of the units will be replaced by a two-stage system that will read humidity levels in the room and allow the system to run at a lower level to provide what the room needs based on system setting. The City received three quotes for the HVAC replacement plan from Rabroker, Rohde and Lochridge Priest. The City requested quotes as a total replacement package for all units versus replacing them all separately. This allowed the City to receive a reasonable quote from Rabroker that came in under the projected amount budgeted for this project. The company hired for the project will dispose of the old units that are being replaced. The City's Building Maintenance Department will keep two units in its storage site for staff training purposes.

FIRE STATION 2: 4 Units

This building is currently dealing with humidity levels that get higher than normal. This was noted per the engineer report/analysis that was done in 2017 by "McKinstry Consulting Services". The unit running the kitchen, day room, and conference room was changed out in January of 2018 with a 2-stage system, which has helped to dehumidify the area. We are requesting to change the next two systems out with 2-stage for this exact purpose. This will help with the humidity in these areas.

POLICE STATION: 2 Units

The outside condenser unit #2 is proposed for replacement being that it is currently an R22 refrigerant-based unit. The R22 refrigerant has been discontinued and prohibited as of January 2020 by the EPA due to its harmful effects on the environment. We will replace this unit with a 2-stage unit that will take the approved refrigerant and operate more efficiently.

CITY HALL: 2 Units

The inside air handler #1 is proposed for replacement being that it is a 1997 model. These systems are currently horizontal units. This particular unit sits on top of another air handler and the return air is being blocked by the ductwork from the other unit (approximately 2-inch

clear space). This causes the airflow to be very restricted and in turn causes the unit to work at a higher level than necessary. It will help with the overall office environment and system efficiency if we can accommodate more airflow. We will need to replace both units with upflow systems and reconnect to the ductwork. With this unit being replaced, we would also be able to eliminate the old humidifiers in the ducting, and eliminate the old heat kit that is currently being used in the ductwork.

FINANCE: 2 Units

This current system is a 1998 R22 system. As we mentioned with the police station unit being replaced, R22 refrigerant is now prohibited from being produced or imported by the EPA. We would install a 2-stage system here as well to go with the other 2-stage system that is currently in the building.

PARKS OFFICE: 2 Units

This current system is also an R22 system. The inside portion of this unit is a 1987 model and is in need of replacement due to wear and tear. The air handler is in poor and filthy condition, which causes the blower motor housing and ducts to discharge black dust. We are proposing replacing the system with a single stage unit (this building will eventually become a storage area not needing a 2-stage system) along with replacing the plenums and ductwork for a healthier environment while still occupying the building.

HARRIS COMMUNITY CENTER: 8 Units

These units are 14-15 years old. The existing condenser units are a 2-stage compressor, and the furnaces are a single stage with a fixed-speed blower motor. We propose to replace these units with a complete 2-stage system for a better dehumidification environment. At this time, Unit #3 is malfunctioning periodically causing a short in the unit. This unit helps run the Evans Room. Unit #6 is currently not in working condition due to a damaged blower motor. We have had several issues in the past with blower motors on these units rattling and causing the wheels to break apart partly due to age. Units #1 and 2 are being proposed to be replaced due to age.

LIBRARY: 6 Units

Units 2, 3, and 5 are being proposed to be replaced due to being R22 refrigerant. The HVAC setup at the library is different from the other buildings. The library is equipped to start all blower motors at a low speed whenever one system is needed for cooling. This is done to keep airflow consistently moving throughout the building. Being that it is already setup in this manner, single stage equipment would suffice.

Quotes were pursued from Rabroker, Rohde and Lochridge Priest, where Rabroker provided the lowest quote, which was a BuyBoard quote for \$59,040 plus the \$400 BuyBoard fee. Purchases through BuyBoard meet all competitive bidding requirements.

Fiscal Impa	act Am	ount: <u>\$59</u>	<u>,440</u>
Budgeted:	⊠ Yes	☐ No	Funding Source(s): HVAC Replacement Fund
			City Council Agenda Item May 26, 2020 Page 2 of 3

Recommendation	
Authorize the purchase and installation of HVAC units for City facilities as provided HVAC Replacement Fund.	for in the
Attachments HVAC Quotes	
City Council A M	genda Item ay 26, 2020 Page 3 of 3



April 20, 2020

City of Belton Public Works Department - Attention: Scott Hodde

Subject: Multi-Building HVAC Equipment Upgrade

Lochridge-Priest, Inc.'s HVAC proposal for the above project is based on site inspections of the existing buildings and equipment list provided by City of Belton Public Works Department, Scoot Hodde.

Lochridge-Priest, Inc. is a member of the BuyBorad, and our BuyBoard Contract Number is 558-18.

Our proposal includes:

- Library Replace [3] Up-Flow Split Systems with (208-230v/1ph) Outdoor Unit
 - AHU-2 and matching Condensing Unit New Equipment to be Carrier 5 Ton (14.0 SEER) Condensing Unit matched with Carrier 80% Single-Stage Gas Furnace and Indoor Coil.
 - AHU-3 and matching Condensing Unit New Equipment to be Carrier 2.5 Ton (14.0 SEER)
 Condensing Unit matched with Carrier 80% Single-Stage Gas Furnace and Indoor Coil; also includes twinning control kit.
 - O AHU-5 and matching Condensing Unit New Equipment to be Carrier 3 Ton (14.0 SEER) Condensing Unit matched with Carrier 80% Single-Stage Gas Furnace and Indoor Coil
- Police Station Replace [1] Horizontal Split System with (208-230v/1ph) Outdoor Unit
 - AHU-2 and matching Condensing Unit New Equipment to be Carrier 3 Ton (16.0 SEER)
 Two-Stage Heat Pump with matching Air Handler, electric backup heat, standalone thermostat.
- Finance Building Replace [1] Up-Flow Split Systems with (208-230v/1ph) Outdoor Unit
 - New Equipment to be Carrier 3 Ton (17.0 SEER) Two-Stage Condensing Unit matched with Carrier 80% Single-Stage Gas Furnace, Indoor Coil and standalone thermostat.
- Harris Center Replace [4] Horizontal Split Systems with (20/230v/1ph) Outdoor Unit.
 - AHU-1 and matching Condensing Unit New Equipment to be Carrier 5 Ton (17.0 SEER) 2-Stage Condensing Unit matched with Carrier 80% Single-Stage Gas Furnace and, Indoor Coil
 - AHU-2 and matching Condensing Unit New Equipment to be Carrier 5 Ton (17.0 SEER) 2-Stage Condensing Unit matched with Carrier 80% Single-Stage Gas Furnace and, Indoor Coil
 - AHU-5 and matching Condensing Unit New Equipment to be Carrier 5 Ton (17.0 SEER) 2-Stage Condensing Unit matched with Carrier 80% Single-Stage Gas Furnace and, Indoor Coil
 - AHU-6 and matching Condensing Unit New Equipment to be Carrier 5 Ton (17.0 SEER) 2-Stage Condensing Unit matched with Carrier 80% Single-Stage Gas Furnace and, Indoor Coil
- Fire Station #2 Replace [2] Horizontal Split System with (208-230/3ph) Outdoor Unit.
 - AHU-1 and matching Condensing Unit New Equipment to be Lennox 4 Ton (16.0 SEER) 2-Stage Condensing Unit matched with Lennox 80% Single-Stage Gas Furnace and, Indoor Coil; also includes furnish and install [1] Carrier Zone Damper and Room Sensor connected to the existing Zone Control System.
 - AHU-3 and matching Condensing Unit New Equipment to be Lennox 4 Ton (16.0 SEER) 2-Stage Condensing Unit matched with Lennox 80% Single-Stage Gas Furnace, Indoor Coil and standalone thermostat.
- City Hall Replace [2] Horizontal Split System with (208-230v/3ph) Outdoor Unit; also include removal of humidifiers and repositioning the new air handler to the vertical position.
 - AHU-1 and matching Condensing Unit New Equipment to be Lennox 5 Ton (13.0 SEER) Single-Stage Heat Pump with matching Air Handler, electric backup heat.
 - AHU-2 and matching Condensing Unit New Equipment to be Lennox 5 Ton (13.0 SEER) Single-Stage Heat Pump with matching Air Handler, electric backup heat.
- Parks Office Replace [1] Horizontal Split System with (208-230v/1ph) Outdoor Unit.
 - New Equipment to be Carrier 2 Ton (14.0 SEER) Single-Stage Condensing Unit matched with Carrier Air Handler with electric heat.

Temple

3149 Kegley Ln, Temple, TX 76502 **254.773.0003** **Waco - Corporate Office** 2901 E. Industrial Blvd, Waco, TX 76705 **254.772.0670** **Corsicana** 731 Ferguson Dr, Corsicana, TX 75110

903.872.8418

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M-41036

TECL32275



April 20, 2020

City of Belton Public Works Department - Attention: Scott Hodde

Subject: Multi-Building HVAC Equipment Upgrade

Our proposal includes (continued):

- Reclaim R22 and disposal of existing HVAC equipment.
- Refrigerant piping connections; drain connections with safety switch; duct connections; vent pipe connections; electrical power connections; control wiring connection; R410a with startup.
- New control wire with exposed conduit to 2-stage outside units, if required.
- Existing unit mounting hardware and emergency drain pans for indoor air handlers to be reused, where possible.
- Existing combustion air in mechanical room to remain.
- Existing outside air duct connections to remain.
- Warranty: One year on parts & labor; Five years on compressors (part only) by manufacturer.
- Price is valid for 60 days.

Our proposal DOES NOT include:

- Asbestos, Lead, Mercury and Mold Abatement
 - o City of Belton to provide Asbestos Report of the existing building prior to construction, since exterior siding is suspect to contain asbestos.
- Repairs to existing ductwork and air devices.
- Repairs to the existing Carrier Zone Controls, Dampers, and Sensors.
- Building Automation System connection and programming
- Low Ambient Controls for cooling operation below 50F
- **Economizers**
- Patching and Painting of any kind; Patching of gyp board due to being old and brittle condition.
- Any extended warranties that are not specially offered by the manufacture.
- Permit Fees
- Payment and Performance Bonds
- State Sales Tax.

<u>Total Proposal Amount......\$ 79,349.00</u>

Thank you for the opportunity to provide you with this proposal. If you have any questions or need additional information, please contact me at (254)677-8180, or my cell phone at (254)534-5638.

Respectfully,

Garland Hollas - Sr. Project Manager



4218 S. General Bruce Dr.- Temple, TX 76502 (254) 774-7699 Office www.rabroker.com

CITY OF BELTON 333 WATER STREET BELTON TEXAS 76513 Wednesday, May 13, 2020

Buy Board Contractor #558-18

We hereby propose and agree to install in your:

Page 1 of 2

Remove and dispose of the existing indoor and outdoor units.

• Fire station #2

install two Lennox 16 seer 4 ton 2 stage gas a/c systems 208/230 volt 3 phase condenser; zone Fire Marshall office; add return to office with customer supplied thermostat.

• City Hall

install 2 Carrier air handlers 5 ton with 15 kw 208/230 volts 3 phase heat strips change orientation to up

flow

- Police station
 - install one Carrier two stage 16 seer heat pump system with heat strips and thermostat
- Finance Building
 - Install one carrier 16 seer two stage 3 ton gas system with thermostat
- Library building
 - Install One Carrier 16 seer 2.5 ton gas a/c system with thermostat
 - Install one Carrier 14 seer 3 ton gas a/c system with thermostat
 - Install one Carrier14.5 seer 5 ton gas a/c system with thermostat

All sums due to Rabroker, Inc., for labor and/or materials whether arising hereunder or otherwise, shall be due and payable in Temple, Bell County, Texas to be paid in the following manner:

100% UPON COMPLETION

Said appliances, equipment, machinery and manufactured articles shall be and remain personal property until all said payments shall be made in full. Said personal property shall not be removed from the above described real estate without the written consent of Seller. In the event this obligation is placed in the hands of an attorney for collection, customer agrees to pay reasonable attorney's fees for such collection efforts. Title to the said property is retained by and in seller until the full payment by customer of the above purchase price. If customer shall fail to pay such purchase price in the time and manner stated above, or shall fail to carry out the obligations and agreements of customer hereunder, then the seller shall have the right and is hereby expressly authorized, with or without process of law and without prejudice to any other legal right which the seller might have, to enter in and upon the customer's premises, or elsewhere that such property may be found, and repossess any or all of said property without any liability for damage or claim whatever; and seller may remove and sell the same of any balance of such purchase price remaining unpaid. At any sale, either public or private, seller may become the purchaser. All the rights hereby granted to or reserved by the seller or to seller's order shall inure to the seller's heirs, personal representatives, successors and assigns.

After acceptance by the owner in the space below, this contract shall be binding either upon written approval below by an officer of the company or upon commencement of the work by the company and shall then constitute the entire agreement between the company and owner. No oral terms or representatives shall be considered a part of this agreement.

"A service charge of 18% per annum will be charged at the close of each month, for accounts over thirty (30) days past due."

Rabroker Inc.. does not warrant against condensate water leaks and will not be responsible for consequential damage caused by said leaks.

Rabroker, Inc. is not responsible for any damages of any nature caused by asbestos, mold or any toxic agent found in or associated with any equipment that they properly install for you. In the course of furnishing, repairing or replacing equipment for you, should asbestos, mold or any other toxic be found Rabroker, Inc. will cease all work until the area is safe. This disclaimer is made part of the sales contract between Rabroker, Inc. and you. All implied warranties stemming from furnishing, repairing or replacing equipment are waived and disclaimed. PRICE IS GOOD FOR 30 DAYS any change orders

NOTE: All EQUIPMENT DELIVERED TO JOB-SITE AND ATTACHED MECHANICALLY OR ELECTRICALLY BECOME BUYER'S AND/OR CONTRACTOR'S PROPOERTY; SELLER CANNOT ASSUME RESPONSIBILITY FOR STOLLEN OR LOST EQUIPMENT FROM JOB-SITE.

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202,512-463-6599

PLEASE SIGN AND RETURN WHITE COPY.	Kabroker License NO#1ACLA23214C
Accepted:	By: Phillip Pollard
Date:	SIGNED: SIGNED:



4218 S. General Bruce Dr.- Temple, TX 76502 (254) 774-7699 Office www.rabroker.com

- Parks Office
 Install one Carrier 14 seer 2 ton Heat pump system with new duct work and thermostat duct test included
- Harris Center page 2 of 2
 Install 4 Carrier 16 seer 5 ton two stage gas systems with thermostats

Installation to include duct connections; duct sealant at existing take-offs; condenser pads, all necessary filter bases and racks, necessary flue pipe connections; primary float switches, secondary drain pan switches; new refrigerant piping connections with insulation; new PVC drain pipe connections; electrical power connections; R-410a refrigerant with necessary start ups.

Rabroker 1 year warranty on parts and labor; five year compressors on five year on thermostats

This is installation will be made for the sum of: \$59,040.00 Tax Exempt

All sums due to Rabroker, Inc., for labor and/or materials whether arising hereunder or otherwise, shall be due and payable in Temple, Bell County, Texas to be paid in the following manner:

100% UPON COMPLETION

Said appliances, equipment, machinery and manufactured articles shall be and remain personal property until all said payments shall be made in full. Said personal property shall not be removed from the above described real estate without the written consent of Seller. In the event this obligation is placed in the hands of an attorney for collection, customer agrees to pay reasonable attorney's fees for such collection efforts. Title to the said property is retained by and in seller until the full payment by customer of the above purchase price. If customer shall fail to pay such purchase price in the time and manner stated above, or shall fail to carry out the obligations and agreements of customer hereunder, then the seller shall have the right and is hereby expressly authorized, with or without process of law and without prejudice to any other legal right which the seller might have, to enter in and upon the customer's premises, or elsewhere that such property may be found, and repossess any or all of said property without any liability for damage or claim whatever; and seller may remove and sell the same of any balance of such purchase price remaining unpaid. At any sale, either public or private, seller may become the purchaser. All the rights hereby granted to or reserved by the seller or to seller's order shall inure to the seller's heirs, personal representatives, successors and assigns.

After acceptance by the owner in the space below, this contract shall be binding either upon written approval below by an officer of the company or upon commencement of the work by the company and shall then constitute the entire agreement between the company and owner. No oral terms or representatives shall be considered a part of this agreement.

"A service charge of 18% per annum will be charged at the close of each month, for accounts over thirty (30) days past due."

Rabroker Inc., does not warrant against condensate water leaks and will not be responsible for consequential damage caused by said leaks.

Rabroker, Inc. is not responsible for any damages for any damages of any nature caused by asbestos, mold or any toxic agent found in or associated with any equipment that they properly install for you. In the course of furnishing, repairing or replacing equipment for you, should asbestos, mold or any other toxic be found Rabroker, Inc. will cease all work until the area is safe. This disclaimer is made part of the sales contract between Rabroker, Inc. and you. All implied warranties stemming from furnishing, repairing or replacing equipment are waived and disclaimed. PRICE IS GOOD FOR 30 DAYS any change orders

NOTE: All EQUIPMENT DELIVERED TO JOB-SITE AND ATTACHED MECHANICALLY OR ELECTRICALLY BECOME BUYER'S AND/OR CONTRACTOR'S PROPOERTY; SELLER CANNOT ASSUME RESPONSIBILITY FOR STOLLEN OR LOST EQUIPMENT FROM JOB-SITE.

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202,512-463-6599

PLEASE SIGN AND RETURN WHITE COPY.	Rabroker License NO#TACLA23214C
Accepted:	By: Phillip Pollard
Date:	SIGNED:

Physical Address:

306 E. Ave. C Belton, TX 76513

(254) 939-COOL

TACLB26933C



Mailing Address: P.O. Box 501 Belton, TX 76513

Submitted To:

Address:

City, State, Zip: Phone:

City of Belton 1502 Holland Rd Belton, Tx 76513 254-721-4419

E-mail:

shodde@beltontexas.gov

Job Name:

Various Locations

Job Address:

City, State, Zip: Belton, Tx 76513

Phone:

Rohde Air Conditioning & Heating is pleased to provide you with the following proposal for your consideration.

Installation Includes:

Fire Station #2

Fire Station #2
#1 system – Lennox 4 ton 3 phase 16 seer two stage horizontal gas system
#3 system – Lennox 4 ton 3 phase 16 seer two stage horizontal gas system (retro fit to existing zone controls)
Total\$19,000.00
Harris Center
#1 system – Carrier 5 ton 16 seer two stage horizontal gas system
#2 system – Carrier 5 ton 16 seer two stage horizontal gas system
#3 system – Carrier 5 ton 16 seer two stage horizontal gas system
#6 system – Carrier 5 ton 16 seer two stage horizontal gas system
Total\$22,000.00
Library
#2 system – Carrier 5 ton 15 seer single stage upflow gas system
#3 system – Carrier 2.5 ton 16 seer single stage upflow gas system
#5 system – Carrier 3 ton 15 seer single stage upflow gas system
Total\$12,500.00
Finance Building
#2 system – Carrier 3 ton 16 seer two stage gas upflow system\$4,350.00
Parks Office
#1 system – Carrier 1.5 ton 15 seer heat pump system\$4,000.00
City Hall
#1 system – Carrier 2.5 ton air handler with 10 kw 3 phase heat
#2 system - Carrier 2.5 ton air handler with 10 kw 3 phase heat
Convert both horizontal units to vertical with metal duct work
Total\$6,900.00
Police Department
#2 system – Carrier 3 ton 16 seer two stage heat pump system
TOTAL PRICE\$75,250.00

Installation Include,

- Secondary drain pans and safety switches
- All flue and gas connections
- Flush copper lines and drains
- All necessary duct connections
- Ecobee digital thermostats
- EZ Rack filter bases
- Start up and check

Physical Address: 306 E. Ave. C Belton, TX 76513 (254) 939-COOL



Mailing Address: P.O. Box 501 Belton, TX 76513

TACLB26933C

<u>Payment & Warranty:</u> Balance is due at completion. All warranties become effective at time of completion. Rohde Air Conditioning warrants the installation for 1 year and provides a 100% guarantee of our workmanship. Carrier warrants parts for one year and compressor for five.

Work to be completed as follows: All material is guaranteed to be specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Execution of all agreements contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. All employees at Rohde Air Conditioning are covered with workman's compensation insurance. Rohde Air Conditioning & Heating is not responsible for any damages of any kind caused by mold, asbestos, or any toxic substance associated with equipment that is properly installed. If mold, asbestos, or any toxic substance is discovered during the installation, repair, or replacement process, work will cease until the owner makes the work site safe. Condensate leaks and consequential damages from condensate leaks are not warranted and are not the responsibility of Rohde Air Conditioning & Heating.

This proposal may be withdrawn by us if not accepted within (30) days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory. You are authorized to do the work as specified. Payment will be made as outlined above.

Submitted By: Steve Steele

Date: 04/05/2020

Authorized Signature:

Accepted By:

Date:

Authorized Signature:

Staff Report – City Council Agenda Item



Agenda Item #6

Consider authorizing:

- A. the Belton Economic Development Corporation Executive Director to execute a contract for the purchase of 2.833 acres at 2238 W. Hwy 190; and
- B. a budget amendment to the FY 2020 budget in the amount of \$165,000 for the purchase of property at 2238 W. Hwy 190.

Originating Department

Belton Economic Development Corporation – Cynthia Hernandez, Executive Director

Summary Information

The Belton Economic Development Corporation seeks to purchase 2.833 acres at 2238 W. Hwy 190, just south of the Belton Business Park. The acquisition of property will facilitate a vital segment of the proposed wastewater extension to IH-14, as the design calls for an alignment through the parcel from Digby Drive. Furthermore, the site could serve as an extension of Phase II of the Belton Business Park, offering an additional entrance as an option.

Following months of negotiations, the BEDC has presented a contract, and the property owner has accepted, for the purchase of property at \$160,000. The contract provides for a sixty-day inspection period with the closing to occur thirty days after the inspection period. Additionally, BEDC will cover all cost related to the sale of property. The executed contract is attached and is subject to City Council approval. The BEDC Board of Directors unanimously approved the contract on April 7, 2020.

A budget amendment to cover the cost of purchasing the property will be needed, as funds were not allocated for the real estate transaction in the FY 2020 budget. As per the real estate contract, BEDC will pay for the land and all costs related to the closing for an estimated total of \$165,000.

BEDC's cash balance in the operating fund is \$1,199,647 as of March 2020. BEDC has sufficient funds in fund balance for the budget amendment. On May 19, 2020, the BEDC Board of Directors unanimously voted to authorize the budget amendment from fund balance in the amount of \$165,000 to the Land account (505-4-501-8000) to cover these costs.

BEDC	seeks	the	City (Cour	ncil's	considera	ation i	n rat	ifying th	e contr	act as	appro	oved b	y the
BEDC	Board	of	Direct	ors	and	authorizat	ion of	f the	budget	amend	lment	in the	amou	int of
\$165,0	00.													

Fiscal Impact

The purchase price, with closing costs, are estimated at \$165,000 for 2.833 acres at 2238 W. Hwy 190 and is not reflected in the BEDC FY 2020 budget.

Amount:	<u>\$165,000</u>			
Budgeted:	Yes	⊠ No		
	ed: Dudge erce(s): Fund		☐ Contingency	⊠ Amendment Needec

Recommendation

The BEDC Board and Staff recommend City Council approval of the contract and related budget amendment for the purchase of 2.833 acres at 2238 W. Hwy 190 from Theresa Avila.

Attachments

Contract Property Exhibit

REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Escrow Agent to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Escrow Agent and obtain Escrow Agent's signature before the Earnest Money Deadline provided in paragraph A.1. for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller:	Teresa	Avilla
	Address:	Belton, Texas 76513
	Phone:	(254)
	E-mail:	
Seller'	s Attorney:	
	Law Firm:	
	Address:	
	Phone:	
	E-mail:	
Seller'	s Sales Agent:	None.
Buyer	: Belton	Economic Development Corporation, a Texas corporation
	Address:	P.O. Box 1388 Belton, Texas 76513
	Phone:	(254)770-2271
	E-mail:	chernandez@beltonedc.org
	Type of entity	: Corporation

Buyer's Attorney: Neale Potts

Law Firm: Messer, Potts & Messer, PC

Address: P. O. Box 969

Belton, Texas 76513

Phone: (254) 939-1818

E-mail: neale@mpmlaw.net

Buyer's Sales Agent: None.

Property: Being a 2.833 acre tract of land situated in the Lewis Walker Survey, Abstract No. 860, Bell County, Texas and being all of that 2.29 acre tract of land (Tract One) and being all of that certain 0.54 acre tract of land (Tract Two) described in a Special Warranty Gift Deed dated April 4, 2013 from Robert Foyle and wife, Patricia Foyle to Marie Nash and being of record in Document No. 2013-000144889, Official Public Records of Bell County, Texas, and more fully described in Exhibit A ("Land").

Escrow Agent: Monteith Abstract & Title Company, Inc.

Name of Closer: Ty Hendrick

Address: 2010 Bird Creek Drive

Temple, Texas 76502

Phone: (254) 773-9035

E-mail: ty.hendrick@monteithtitle.com

Purchase Price:

Cash portion: \$160,000.00

Total purchase price: \$160,000.00

Earnest Money: \$500.00

County for Performance: Bell

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next

day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business where the Property is located. Time is of the essence.

- A.2. Delivery of Title Commitment: 20 days after the Effective Date
- A.3. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: 20 days after the Effective Date
- A.4. Delivery of Title Objections: 20 days after delivery of the last of the Title Commitment and legible copies of the instruments referenced in them
 - A.5. End of Inspection Period: 60 days after the Effective Date
 - A.6. Closing Date: 30 days after the end of the Inspection Period

B. Closing Documents

B.1. At Closing, Seller will deliver the following items:

General Warranty Deed

B.2. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

Evidence of Buyer's authority to close this transaction

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before Closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A--Description of the Land

Exhibit B--Representations; As Is, Where Is Provision; Environmental Matters

D. Purchase and Sale of Property

D.1. Purchase and Sale Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

E. Title

- E.1. Review of Title. The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.
- E.2. Title Commitment; Title Policy. "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Underwriter stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Underwriter in conformity with the last Title Commitment delivered to and approved by Buyer.
 - E.3. Survey. No survey is required.
- E.4. Delivery of Title Commitment and Legible Copies. Seller must deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.2. and legible copies of the instruments referenced in the Title Commitment by the deadline stated in paragraph A.3.
- Title Objections. Buyer has until the deadline stated in paragraph A.4. ("Title Objection Deadline") to review Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five business days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five business days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only any other Title Objections that Seller has agreed to cure in the Cure Notice. At or before Closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure any other Title Objections that Seller has agreed to cure.

F. Inspection Period

- F.1. Entry onto the Property. Buyer may enter the Property before Closing to inspect it at Buyer's cost and risk, subject to the following:
- F.2. Environmental Assessment. Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control.
- F34. Buyer's Right to Terminate. Buyer may terminate this contract for any reason by notifying Seller of the termination before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

F4. Buyer's Indemnity and Release of Seller

F.4.a. Indemnity. Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and Closing, any other provision of this contract to the contrary notwithstanding.

G. Representations, As Is, Where Is Provision, and Environmental Matters

The parties' representations stated in Sections A. and B. of Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. A party who becomes aware that any of the representations of either party are not true and correct will promptly notify the other party. Unless a party notifies the other party to the contrary on or before the Closing Date, or a party has actual knowledge to the contrary as of the Closing Date, each party is entitled to presume that the representations of the other party in Exhibit B are true and correct as of the Closing Date.

The parties agree to the terms of Section B. (As Is, Where Is) in Exhibit B.

H. Condition of the Property until Closing; Cooperation; No Recording of Contract

H.1. Maintenance and Operation. Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b)

use the Property in the same manner as it was used on the Effective Date; (c) comply with all Leases and other contracts of Seller pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any Lease or other contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated Lease or other contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any Lease or other contract that affects the Property without first obtaining Buyer's written consent, which Buyer will have no obligation to grant and, if granted, may be conditioned in any manner Buyer in its sole discretion deems appropriate.

- H.2. Casualty Damage. Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen days before Closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) credit to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid or incurred by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage less any amounts previously paid or incurred by Seller to repair the Property.
- H.3. Condemnation. Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen days before Closing). The condemnation will be deemed to materially affect Buyer's intended use if the condemnation would eliminate all curb cuts on Loop 121 in Belton, Texas. If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.
- H.4. Claims; Hearings. Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that

involves or directly affects the Property.

- H.5. Cooperation. Seller will cooperate with Buyer (a) before and after Closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after Closing and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.
- H.6. No Recording. Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

I. Termination

I.1. Disposition of Earnest Money after Termination

- I.I.a. To Buyer. If Buyer terminates this contract in accordance with Buyer's rights to terminate, Buyer will send a request for the release of the Earnest Money to Seller, with a copy to Escrow Agent, to be signed by Seller. If Seller fails to deliver a signed release to Escrow agent within five days after delivery of the request for release, Buyer may make a written demand on Escrow Agent for the Earnest Money, and Escrow Agent will promptly deliver a copy of the demand letter to Seller. Unless Seller delivers a written objection to Escrow Agent, within fifteen days after Escrow Agent delivers Buyer's written demand for the Earnest Money, Escrow Agent will, without further authorization from Seller, deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.
- I.1.b. To Seller. If Seller terminates this contract in accordance with any of Seller's rights to terminate, Seller will send a request for the release of the Earnest Money to Buyer, with a copy to Escrow Agent, to be signed by Buyer. If Buyer fails to deliver a signed release to Escrow Agent within five days after delivery of the request for release, Seller may make a written demand on Escrow Agent for the Earnest Money, and Escrow Agent will promptly deliver a copy of the demand to Buyer. Unless Buyer delivers a written objection to Escrow Agent, within fifteen days after Escrow Agent delivers Seller's written demand for the Earnest Money, Escrow Agent will, without any further authorization from Buyer, deliver the Earnest Money to Seller.
- I.2. Duties after Termination. If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

J. Closing

- J.1. Conditions of Closing. Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived by the first party in its discretion:
- J.1.a. Representations and Warranties. The representations and warranties of the other party must be true and correct at Closing.
- J.1.b. Performance of Covenants and Agreements. The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.
- J.1.c. No Bankruptcy. No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.
- J.2. Closing. This transaction will close ("Closing") at Escrow Agent's offices on or before the Closing Date. At Closing, the following will occur:
- J.2.a. Closing Documents; Escrow Agent/Underwriter Documents. The parties will execute and deliver the Closing Documents and any documents required by Escrow Agent and Underwriter.
- J.2.b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Escrow Agent in funds acceptable to Escrow Agent. The Earnest Money will be applied to the Purchase Price.
- J.2.c. Disbursement of Funds; Recording; Copies. Escrow Agent will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- J.2.d. Delivery of Originals. Seller will deliver to Buyer the originals of Seller's Records.
- J.2.e. Possession. Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price.

J.3. Transaction Costs

- J.3.a. Seller's Costs. Seller will pay the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; and Seller's attorney's fees and expenses.
 - J.3.b. Buyer's Costs. Buyer will pay all other closing costs.

- J.3.c. Ad Valorem Taxes. Except for subsequent assessments for prior years due to changes in use or ownership discussed below, ad valorem taxes on the Property for all periods before the period in which Closing occurs must be paid by Seller at or before Closing. Ad valorem taxes for the Property for the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at Closing as a credit to the Purchase Price. Buyer will assume the obligation to pay, and shall pay in full, such taxes for the year of Closing before delinquency. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and Buyer and Seller will adjust the prorations in cash within thirty days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes (including any penalties, interest, and attorney's fees) due as of Closing will be paid at Closing.
- J.3.c.i. Partial Tax Parcels. If the Property contains one or more unimproved partial tax parcels for the year of Closing, then the taxes and other assessments attributable to any such tax parcel for the year of Closing shall be allocated between the portion of such tax parcel that is within the Property and the portion of such tax parcel that is outside the Property on the basis of the respective percentages that the gross surface area of the portion of such tax parcel that is within the Property and the gross surface area of the portion of such tax parcel that is outside the Property represent of the total gross surface area of such tax parcel; provided, however, that the result of the foregoing computation shall be adjusted as applicable in order to reflect the taxable value of any improvements that have been constructed on either or both of the portions of such tax parcel. If the Property contains one or more partial tax parcels for the year of Closing, and all taxes and other assessments attributable to such tax parcel have not been paid in full at or prior to Closing, each of Seller and Buyer shall be obligated to pay the taxes and other assessments due with respect to their respective portions of such tax parcel for the entire year of Closing on or before the due date thereof and to indemnify, defend, and hold the other party harmless from and against any loss resulting from a failure to pay such taxes and assessments when they become due and payable.
- J.3.d. Income and Expenses. Except as provided in paragraph K.3.c. above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at Closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after Closing for operating expenses incurred on or before the Closing Date and not adjusted at Closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days after receipt of Buyer's notice of the deficiency.
- J.3.e. Postclosing Adjustments. If errors in the prorations made at Closing are identified within ninety days after Closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days after receipt of notice of the errors.
- J.4. Issuance of Title Policy. Seller will cause Escrow Agent to issue the Title Policy to Buyer as soon as practicable after Closing.

K. Default and Remedies

- K.1. Seller's Default; Remedies before Closing. If Seller fails to perform its obligations under this contract or if Seller's representations are not true and correct as of the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy before Closing:
- K.1.a. Termination. Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date ("Buyer's Expenses") within ten days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's Expenses accompanied by reasonable evidence of Buyer's Expenses.
- K.1.b. Specific Performance. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract, but any such action must be initiated, if at all, within ninety days after the breach or alleged breach of this contract. If such action is not initiated within that period and this contract has not previously been terminated, Buyer will be deemed to have elected to terminate this contract as of the expiration of that period. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.
- K.1.c. Actual Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.
- K.2. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.
- K.3. Buyer's Default; Remedies before Closing. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also

reimburse Seller for Seller's actual out of pocket expenses incurred after the Effective Date to perform its obligations under this contract ("Seller's Expenses") within ten days after Buyer's receipt of an invoice from Seller stating the amount of Seller's Expenses accompanied by reasonable evidence of Seller's Expenses. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer before Closing.

- K.4. Buyer's Default; Remedies after Closing. If Buyer fails to perform any of its obligations under this contract that survive Closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.
- K.5. Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

L. Miscellaneous Provisions

- L.1. Notices. Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
- L.2. Entire Agreement. This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.
- L.3. Amendment. This contract may be amended only by an instrument in writing signed by the parties.
- L.4. Prohibition of Assignment. Buyer may not assign this contract or Buyer's rights under it without Seller's prior written consent, which Seller has no obligation to grant and which, if granted, may be conditioned in any manner Seller deems appropriate, and any attempted assignment without Seller's consent is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment.

- L.5. Survival. The provisions of this contract that expressly survive termination or Closing and other obligations of this contract that cannot be performed before termination of this contract or before Closing survive termination of this contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control. The representations made by the parties as of Closing survive Closing.
- L.6. Choice Of Law; Venue. THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN BELL COUNTY, TEXAS.
- L.7. Waiver of Default. Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.
- L.8. No Third-Party Beneficiaries. There are no third-party beneficiaries of this contract.
- L.9. Severability. If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.
- L.10. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.
- L.11. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.
- L.12. Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.
- L.13. Confidentiality. This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.
- L.14. Binding Effect. This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
- L. 15. Contingent on Approval. This contract is subject to approval by the City Council of the City of Belton, Texas. If approval is not obtained within 45 days from the Effective Date,

the contact shall terminate the earnest money will be refunded to the Buyer.

teren oline	
TERESA AVILLA	
Date: $5 - 1 - 20$, 2020	2
Belton Economic Development Corporation, Texas corporation,	-
CYNTHIA HERNANDEZ, Executive Director	
Date: April 12 2020	

Escrow Agent's Acceptance of Contract

2010 Bird Creek Drive

Temple, Texas 76502

Name: Carrie Hokirahan

254-773-9035 ph

Title:

AONTEITH

254-773-9247 fx

Receipt for Earnest Money Deposit

CK # 82067

Monteith Abstract & Title Company, Inc.

Monteith Abstract & Title Company, Inc.

Name:

PREPARED IN THE OFFICE OF:

MESSER POTTS & MESSER, P.C.

P. O. Box 969

Belton, Texas 76513 Tel: (254) 939-1818

Fax: (254) 939-0990

2010 Bird Creek Drive Temple, Texas 76502 254-773-9035 ph

Exhibit A

Description of the Land

49165 Bk-OR VI-8484 Pg-48

14-831 .

BEING a 2.893 acre tract of land situated in the LEWIS WALKER SURVEY, ABSTRACT No. 860, Bell County Texas and being all of that certain 2.29 acre tract of land (TRACT ONE) and being all of that certain 0.54 acre tract of land (TRACT TWO) described in a Special Warranty Gift Deed dated April 4, 2013 from Robert Foyle and wife, Patricia Foyle to Marie Nash and being of record in Document No. 2013-000144889, Official Public Records of Bell County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" from rod found at a fence corner post being the northwest corner of the said 0.54 acre tract (TRACT TWO) and being the northeast corner of that certain 8.388 acre tract of land described in a Warranty Deed with Vendor's Lien dated February 26, 1999 from Milton Merle Balor and Wayne Gibson Baker to Maria Y. Carza and Robert R. Garza and being of record in Volume 3963, Page 24, Official Public Records of Bell County, Texas and being in the south boundary line of that certain 80.93 acre tract of land described as Belton Business Park, Phase II according to the map or plat of record in Cabinet C, Slide 271-D, Plat Records of Bell County, Texas for corner;

THENCE S. 71° 40′ 19° R., 51.58 feet departing the said 8.388 arre tract and with the north boundary line of the said 0.54 arre tract (TRACT TWO) (calls 5.71° 21′ 46° E, 52.0 feet) and with the south boundary line of the said Belton Business Park, Phase II (calls N.73° 52′ 30° W., 1299.45 feet) and with an existing fence line to a ½′ from rod found being the northeast corner of the said 0.54 arre tract (TRACT TWO) and being the northwest corner of the said 2.29 are tract (TRACT ONE) for corner,

THENCE S. 71° 17' 47" E, 239.98 feet departing the said 0.54 acre tract (TRACT TWO) and with the north boundary line of the said 2.29 acre tract (TRACT ONE) (calls S. 71° 21' 46" E, 239.65 feet) and with the south boundary line of the said Belion Business Park, Phase II and continuing with the south boundary line of that certain 108.55 acre tract of land described as Belion Business Park, Phase I according to the map or plat of record in Cabinet C, Slide 172-B, Plat Records of Bell County, Texas (calls N. 73° 52' 27" W, 666.40 feet) and with an existing fence line to a 1 ½" iron pipe found at a fence corner post being the northeast corner of the said 2.29 acre tract (TRACT ONE) and being the northwest corner of that certain 1.66 acre tract of land described in a Gift Deed dated December 29, 2010 from Emily Minor to Loule Minor and being of record in Document No. 2011-00003616, Official Public Records of Bell County, Texas for corner;

THENCE S. 39° 28' 36" W., 376.49 feet departing the said Belton Business Park, Phase 1 and with the east boundary line of the said 2.29 acre tract (TRACT ONE) (calls S. 39° 29' 25" W., 376.52 feet) and with the west boundary line of the said 1.66 acre tract (calls N. 39° 06' E., 175.50 feet) and continuing with the west boundary line of that certain 1.70 acre tract of land described in a Deed dated April 13, 1961 from Louis Minor and wife, Juanita Minor to Saragosa Minor and wife, Emilia Minor and being of record in Volume 826, Page 445, Deed Records of Bell Count, Texas (calls erroneously N. 39° 05' W., 168 feet) and continuing with the west boundary line of that certain 1.87 acre tract of land described in a Gift Deed dated October 2, 2002 from Modlain Minor and wife, Librada Minor aka Librida Minor to Diana Minor and being of record in Volume 4803, Page 57, Official Public Records of Bell County, Texas (calls S. 39° 05' W., 41.50 feet) and with an existing fence line to a ½" iron rod with cap stamped "RPLS 2475" set at a fence corner post for corner;

THENCE S. 25° 49′ 42″ W., 129.15 feet continuing with the east boundary line of the said 2.29 acre tract [TRACT ONE] (calls S. 25° 49′ 42″ W., 129.15 feet) and with the west boundary line of the said 1.87 acre tract [calls S. 24° 45′ W., 124.350 feet] and continuing with the west boundary line of that certain 0.570 acre tract of land described as a "Save & Except" Tract (Parcel No. 5) in said Volume 4803, Page 57 (calls N. 25° 08′ 30″ E, 56.50 feet) and with an existing fence line to a ½″

Page 1 of 2

1858



Engineering • Surveying • Planning 301 North 3RD Street • Temple, Texas 78501 • (204) 773-8400

Exhibit 'A'

iron rod with cap stamped "RPLS 2475" set at a fence corner post being the southeast corner of the said 2.29 acre tract (TRACT ONE) and being in the north right-of-way line of Highway No. 190 as monumented, fenced and further evidenced on the ground for corner;

THENCE N. 72° 49' 41" W., 200.41 feet departing the said 0.570 acre tract (Parcel No. 5) and with the south boundary line of the said 2.29 acre tract (TRACT ONE) (calls N. 72° 47' 32" W., 199.63 feet) and with the said north right-of-way line and with an existing fence line to a 4" iron rod found being the southwest corner of the said 2.29 acre tract (TRACT ONE) and being the southeast corner of the aforementioned 0.54 acre tract (TRACT TWO) for corner;

THENCR N. 72° 37' 46" W., 44.22 feet departing the said 2.29 acre tract (TRACT ONE) and with the south boundary line of the said 0.54 acre tract (TRACT TWO) (calls N. 72° 47' 32" W., 45.0 feet) and continuing with the said north right-of-way line and with an existing fence line to a "MAG" brand nail set in a 12" diameter hackberry tree being the southwest corner of the said 0.54 acre tract (TRACT TWO) and being the southeast corner of the aforementioned 8.388 acre tract for corner;

THENCE N. 30° 36′ 43° E., 496.91 feet departing the said north right-of-way line and with the west boundary line of the said 0.54 acre tract (TRACT TWO) (calls N. 30° 36′ 43° E., 496.91 feet) (bearing base) and with the east boundary line of the said 8.388 acre tract (calls S. 31° 13′ 15″ W., 497.63 feet) to the Point of REGINNING and containing 2.833 acres of land.

I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

Michael E. Alvis, R.P.L.S. #5402

September 3, 2014

Bearing Base: N. 30^a 36' 43" E., 496.91 feet west boundary line 0.54 acre tract (TRACT TWO), Document No. 2013-00014889, Official Public Records, Bell County, Texas.

Page 2 of 2

TUFFEY ASSOCIATES, INC.

ENGINEERING • SURVEYING • PLANNING SOI NORTH 3RD STREET • TEMPLE, TEXAS 70001 • (254) 770-2400

Exhibit B

Representations; Environmental Matters

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Seller has given Buyer notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Seller's control.

- A.1. Authority of Teresa Avilla. Seller is an individual with authority to perform her obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.
- A.2. Litigation. Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against the Property or Seller that might adversely affect the Property or Seller's ability to perform its obligations under this contract.
- A.3. Violation of Governmental Requirements. Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, restriction, or legal requirements affecting the Property or Seller's use of the Property.
- A.4. Licenses, Permits, and Approvals. Seller has not received written notice and has no actual knowledge that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.
- A.5. Condemnation; Zoning; Land Use; Hazardous Materials. Seller has not received written notice and has no actual knowledge of any condemnation, zoning, land-use, hazardous materials, or other proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation, zoning, or other land-use regulations or the presence of hazardous materials affecting the Property.
- A.6. Terrorist Organizations List. Seller is not and Seller has no actual knowledge that she is a person with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.
- A.7. No Other Obligation to Sell the Property or Restriction against Sale. Seller is not obligated to sell any of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller or the Property is bound.

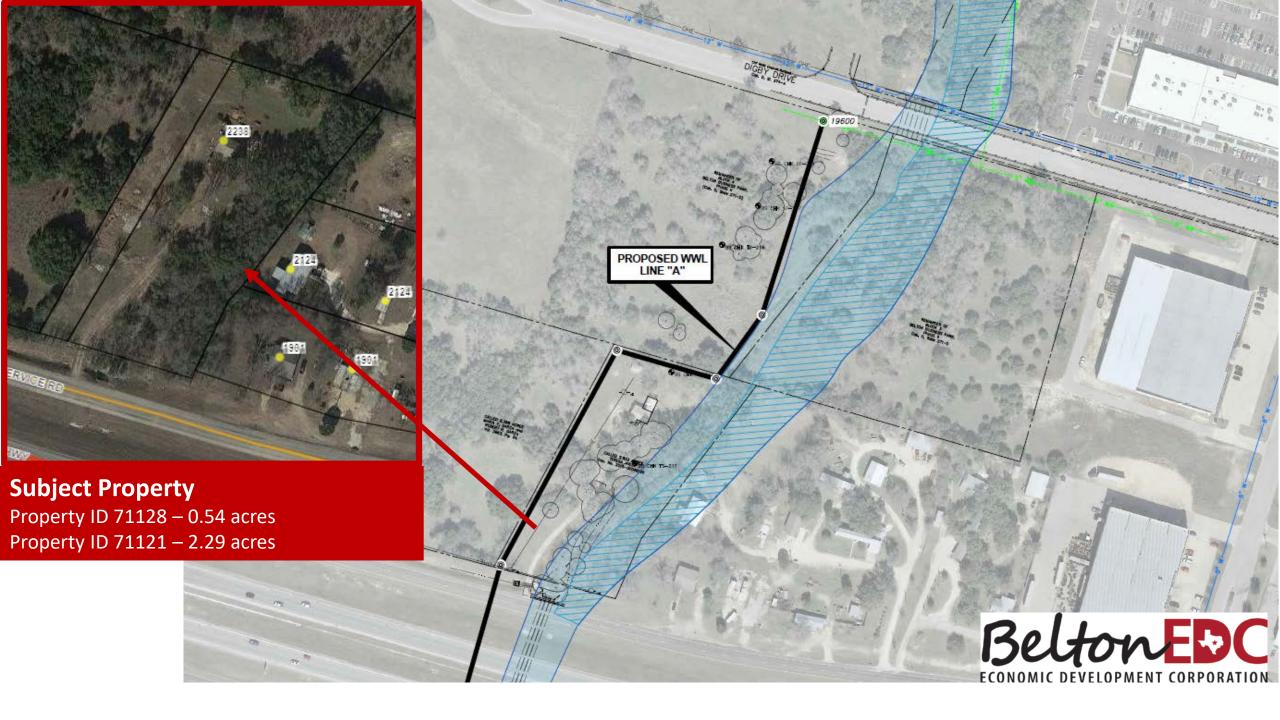
A.8. No Liens. On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Buyer has given Seller notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Buyer's control.

Authority of Belton Economic Development Corporation. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer.

B.1. Terrorist Organizations List. Buyer is not and Buyer has no actual knowledge that its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.



Staff Report – City Council Agenda Item

Date: May 26, 2020

Case No.: Z-20-09

Request: Agricultural to Multi Family

District

Applicant/Owner: Dolores Diskin

Agenda Item #7

Hold a public hearing and consider a zoning change from Agricultural District to Multi-Family District on approximately 1.65 acres located at 6201 W. US 190 Service Road, on the south side of US 190, between US 190 and Dog Ridge Road, east of Fort Road.

<u>Originating Department</u>: Planning Department – Cheryl Maxwell, Director of Planning

Current Zoning: Agricultural **Proposed Zoning:** Multi Family

<u>Future Land Use Map (FLUM) Designation</u>: Commercial/Retail with Commercial Corridor Overlay.

Design Standards Type Areas 2 & 4:

<u>Area 2</u> (Western half of property): Primarily commercial highway frontage uses with opportunities for mixed uses, hotels, restaurants, new car dealerships, multi-story office, and other similar commercial uses.

Area 4 (Eastern half of property): Primary intersections and cross roads of the I-35 and I-14 (US 190) corridors; nodes projected for commercial, retail, and neighborhood service uses with a higher standard, as they are gateways to other areas.

Background/Case Summary

This property was annexed into the City limits in 2006 and assigned the Agricultural Zoning District at that time. Two existing houses are onsite along with a building shell for a third structure. The applicant wishes to convert the shell into a third residence comprising 600 sq. ft. Since multiple houses will be onsite, a zoning change to Multi Family Zoning District is requested and will bring the use of this property into compliance with the Zoning Ordinance.

Project Analysis and Discussion

The applicant purchased this property in 1996. The three existing structures were onsite prior to annexation in 2006. The applicant has requested a building permit to remodel the shell building and convert it to an efficiency type apartment for lease. The other two houses are currently being leased as well.

Surrounding properties in this vicinity are zoned Agricultural District except for property to the west, which is zone Commercial – 1 District with a Specific Use Permit for an Indoor Vehicle Parking Self Storage Facility. This tract is currently undeveloped. The adjacent property to the east is residentially developed; a mobile home park is located east of this residential tract. Property on the south side of Dog Ridge Road is outside the city limits and is undeveloped. Properties to the west along the US 190/I-14 frontage are mostly undeveloped with a few structures that are unoccupied.

Land Use Table/Allowable Uses

The requested Multi Family Zoning District, will allow any of the uses identified below:

- Apartments (and related facilities)
- Duplex and single family
- Family home
- Child care center
- Nursing home

Area & Setback Requirements

Minimum area and setback requirements for the requested Multi Family (MF) Zoning District are summarized below. Single family homes constructed in the MF District are required to observe Single Family 3 (SF3) District standards, which are also shown below.

Multi Family

Lot Area: 10,000 sq ft; 2,420 sq ft/du Front Yard: 25' Lot Width: 80' Rear Yard: 20'

Lot Depth: 120' Side Yard: 8'/15' adjacent to street

SF3

Lot Area: 5,000 sq ft Front Yard: 25' Lot Width: 50' Rear Yard: 20'

Lot Depth: 90' Side Yard: 5'/15' adjacent to street

All <u>area</u> requirements are satisfied. With regard to <u>setbacks</u>, a survey of the property was not available so the front yard setback observed by the two existing residential structures is uncertain. If there are any deficiencies, these structures are considered legal non-conforming structures and are allowed to remain in their current configuration and may be maintained, expanded, and replaced in compliance with Section 46 of the Zoning Ordinance—Nonconforming Uses and Structures. The third residence (converted shell) will comply with these setback requirements, and any future buildings must do so as well. A subdivision plat is required if additional structures, beyond these three, are proposed.

Future Land Use Map

The Future Land Use Map (FLUM) identifies this area as projected for retail and commercial use, with a commercial corridor overlay along I-14, and a projected Commercial Center to the

east, at the intersection of US 190/1-14 and George Wilson Road. Multi Family is considered an appropriate use within various categories identified with the FLUM to include Retail/Commercial, Office, and Residential. The requested MF Zoning District is consistent with the FLUM and existing uses in this location, and brings the use of this property into compliance with the Zoning Ordinance.

Recommendation

The Planning and Zoning Commission met on May 19, 2020, and with a vote of 8-0, unanimously recommended approval of the zoning change from Agricultural District to Multi Family District; Staff concurs with their recommendation.

Attachments:

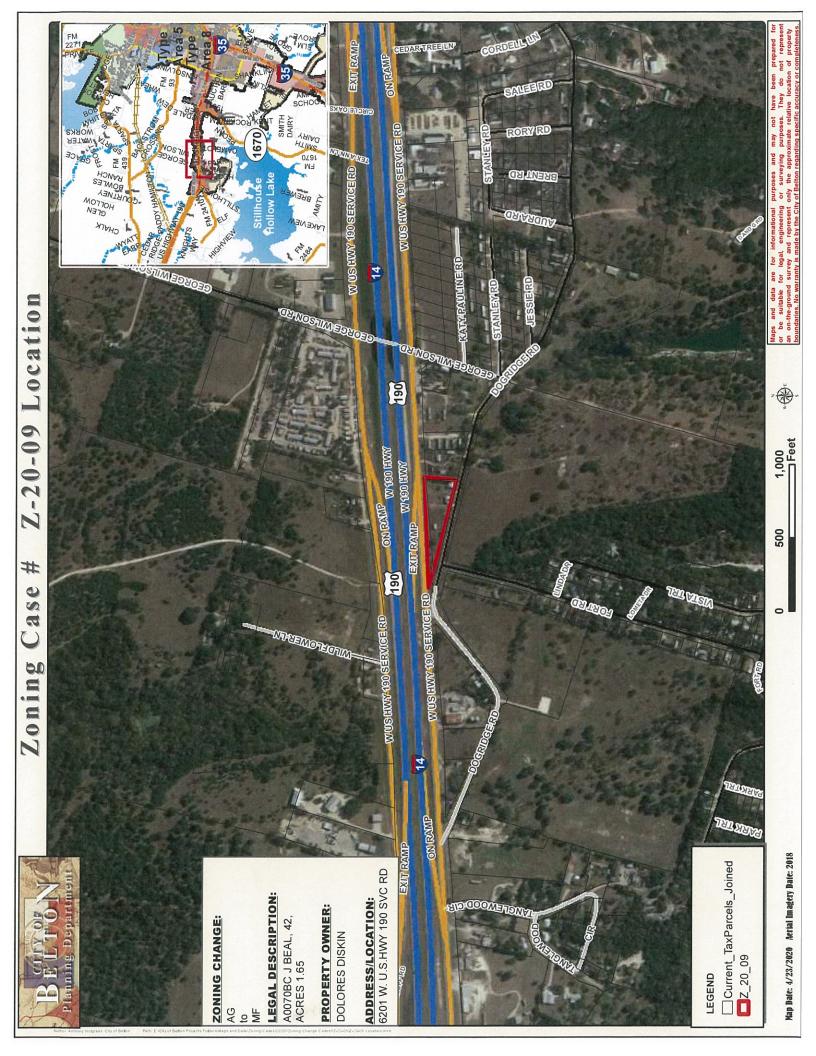
Zoning application
Property Location Map
Zoning map
Aerial photo
Zoning notice to owners
Owner notification list
Map with zoning notice boundary (200')
General Site Plan
Building Plan for shell conversion
P&Z Minutes Excerpt
Ordinance

City of Belton Request for a Zoning Change

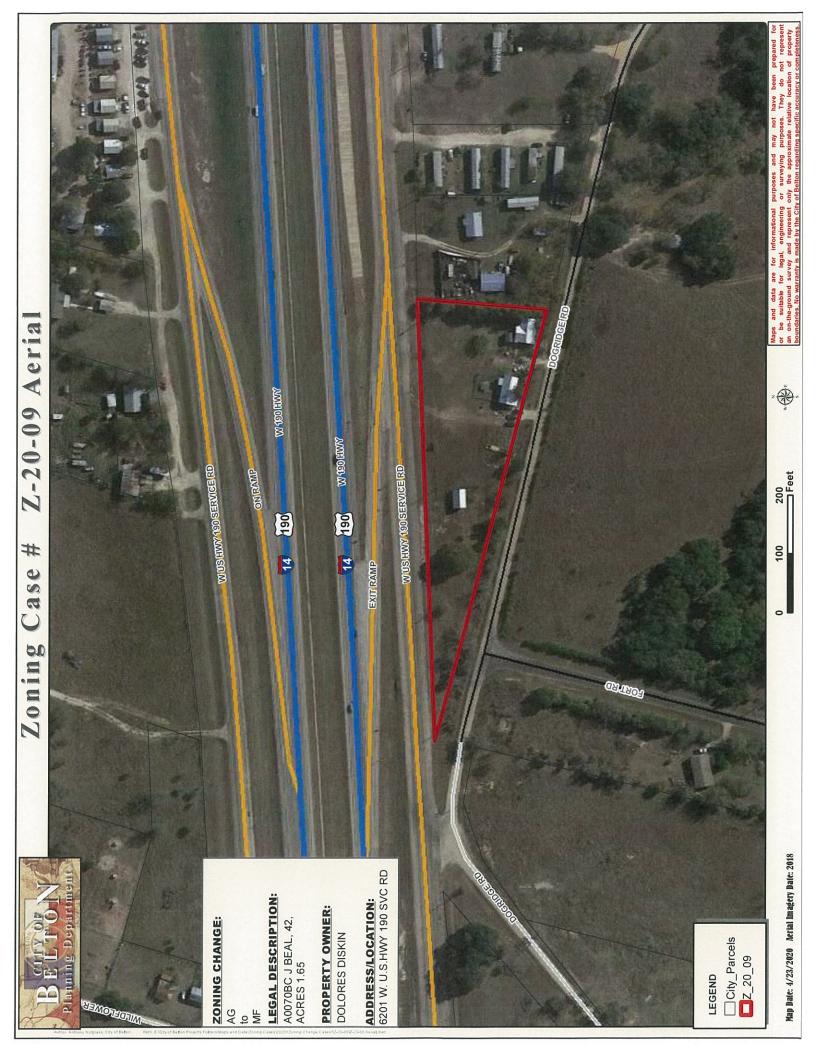
To the City Council and the Planning & Zoning Commission

Fee: \$250.00

Date Received: <u>04-14</u> Date Due: <u>04-15</u> (All plans are to be returned to the Planning Department within 5 working days)
Applicant: Dolores Diskin Phone Number: 254-760-0096 Mailing Address: POBOX 1036 City: Belton State: TX Email Address: RTD DOE @ AOL, Com
Owners Name: Phone Number: Scame City: State:
Applicant's Interest in Property:
Legal Description of Property: A Tract of Jand out of John Beal survey #70 in Bell Co, TX Contains 1.65 Acres of Land more or Less Property ID # 34664
Street Address: 6201 W. U.S. H. wy 190 Service Rd. Belton TX 7651. Zoning Change From agriculture to Multifamily Signature of Applicant: Date:
Signature of Owner (if not applicant): Date:
Checklist for Zoning Items to be submitted with application:
o Signed Application
o Fees Paid
 Complete Legal Description of the property to be re-zoned
 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.







NOTICE OF APPLICATION FOR AN AMENDMENT TO THE ZONING ORDINANCE OF THE CITY OF BELTON

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: <u>DOLORES DISKIN</u>

	NGE THE FOLLOWING DESCRIBED PROPERTY: 0201 W	() () () () () () () () () ()
	(n) _ Agricultural	ZONING DISTRICT,
To A(N	Multi Family	ZONING DISTRICT.
PURSUA	THE PLANNING & ZONING COMMISSION OF THE CITY ON TO THIS REQUEST AT 5:30 P.M., TUESDAY, MAY DER, BELTON, TEXAS.	
A PUBL	F APPROVED BY THE PLANNING & ZONING COMMISSION CHEARING BY THE CITY COUNCIL. THAT MEETING WIS. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET	LL BE AT <u>5:30 P.M., TUESDAY, MAY 26, 2020</u> AT
	F YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OF THE THESE MEETING.	
BY THE CITIZEN BE POST T IS OP MAY F	TO MITIGATE THE SPREAD OF COVID-19, THESE MEET PUBLIC. IF CLOSED, COMMISSION AND COUNCIL MEMBERS MAY JOIN THE ZOOM MEETING BY CALLING (888) 475 ED WITH THE AGENDA PRIOR TO THE MEETING AT BELTO ON OR CLOSED TO IN-PERSON ATTENDANCE, WILL BE POROVIDE WRITTEN COMMENTS ON AGENDA ITEM ELL@BELTONTEXAS.GOV PRIOR TO 1:00 P.M. ON MAY	RS WILL ATTEND VIRTUALLY VIA A ZOOM MEETING. 5-4499 AND ENTERING THE MEETING ID THAT WILL DISTRIBUTED ON STATUS OF THE MEETING, WHETHER OSTED ON THE AGENDA AT THIS WEBSITE. CITIZENS IS TO THE CITY PLANNING DIRECTOR AT
REGARE RETURN	AS AN INTERESTED PROPERTY OWNER, THE CITY OF BEING THIS ZONING CHANGE. YOU MAY SUBMIT WRITING IT TO THE ADDRESS BELOW OR VIA EMAIL TO CHERY 1:00 P.M. ON APRIL 21 ST .	TEN COMMENTS BY COMPLETING THIS FORM AND
	circle one	
	TERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) TILICATION ABOVE FOR THE REASONS EXPRESSED BELOW:	HE REQUESTED ZONING AMENDMENT PRESENTED IN
)		
· _	(FURTHER COMMENTS MAY BE EXPRESSED OF	N A SEPARATE SHEET OF PAPER)
OATE: _	Signatur	RE:
		PLANNING DEPARTMENT CITY OF BELTON

PLANNING DEPARTMENT CITY OF BELTON P. O. Box 120 Belton, Texas 76513 254-933-5812 6338

SLT PROPERTIES LLC 2008 WILDERNESS CT NOLANVILLE, TX 76559

96846

SANCHEZ, HONORATO & JOHANNA

960 GEORGE WILSON RD

BELTON, TX 73513

SUPERINTENDENT
BELTON I.S.D.
P O BOX 269
BELTON TEXAS 76513

34664

CONFIDENTIAL OWNER

130 SPRING MEADOW LN

BELTON, TX 76513

111940

STEVENS, MILTON ETUX DEDRA

2390 FORT RD

BELTON, TX 76513-6584

63843

EDWARDS, MICHAEL ETUX BARBARA

PO BOX 448

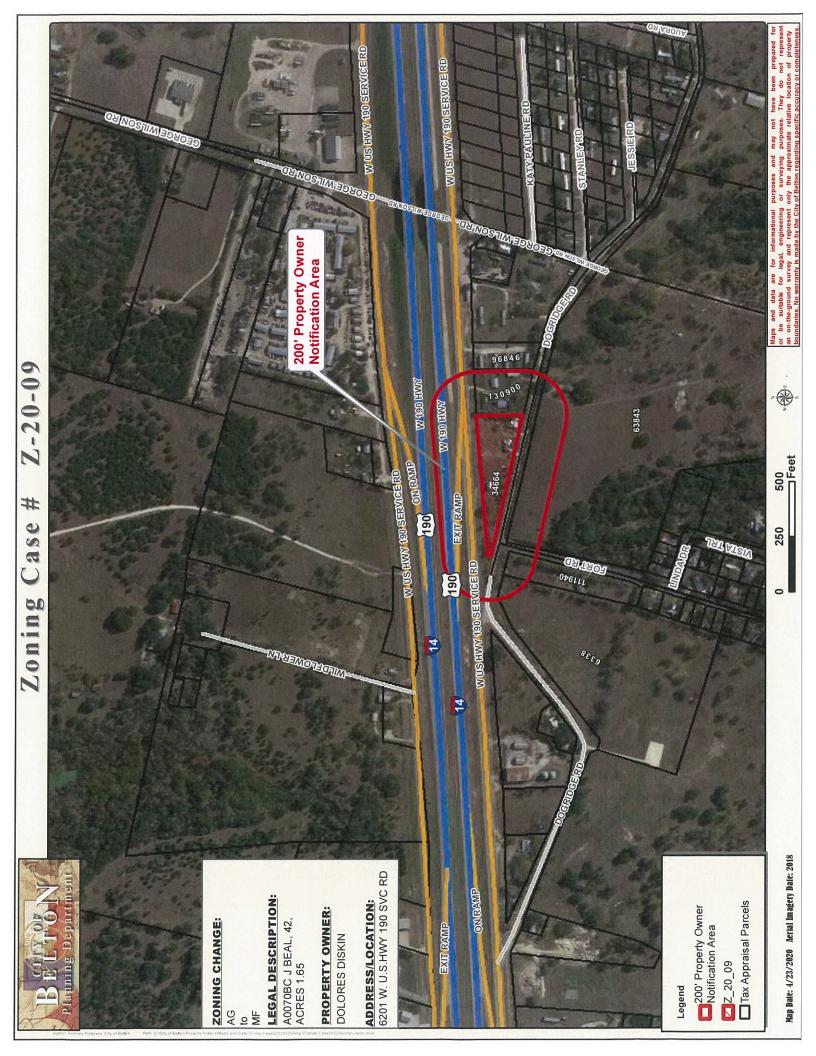
SALADO, TX 76571

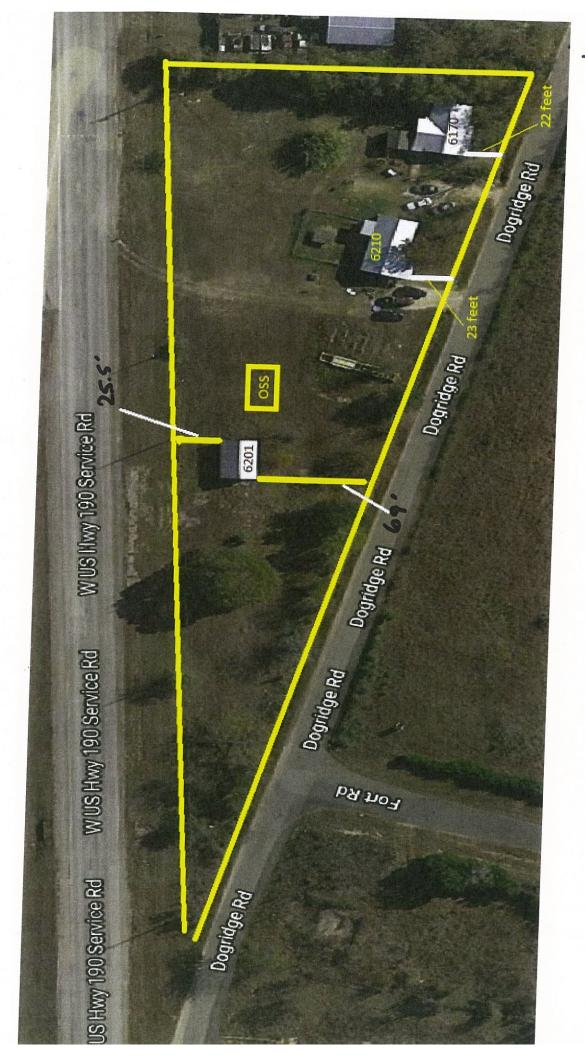
130900

WORSHAM, MARY M

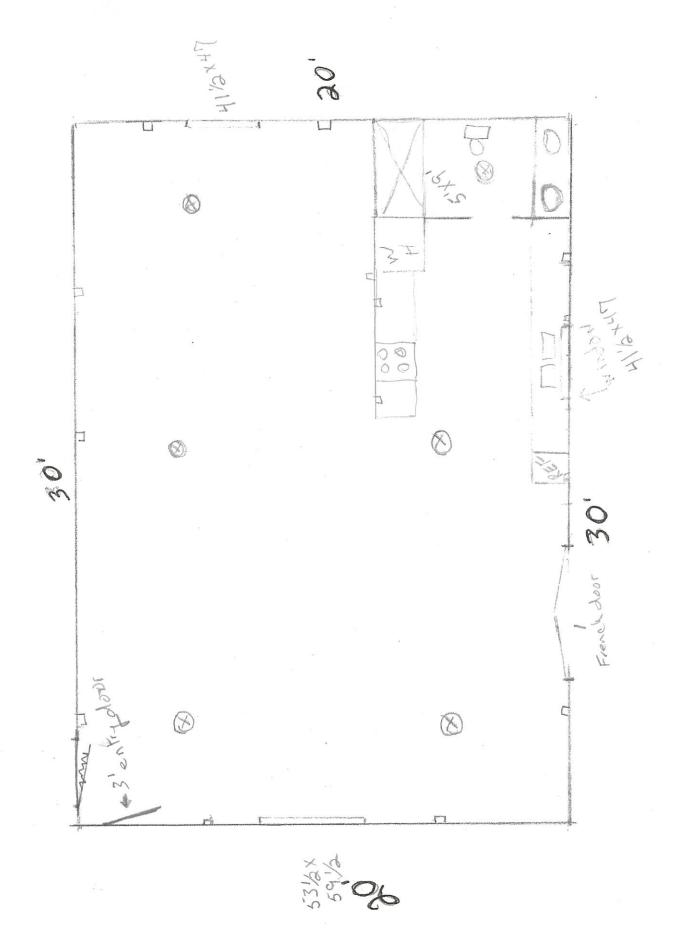
6121 W US HIGHWAY 190

BELTON, TX 76513-7008





site Plan



Z

Project on IH-14 (aka Hwy 190)

A single story structure on a concrete slab measuring 20'x30'. $9 \cos t$ walls ω 5/12 pite te ineffecient and has been replaced with some sheathing and tar paper to await hardie siding.

I intend on putting in a bathroom and a small kitchen to make it a single bedroom efficiency house.

All plumbing and electrical will be new and up to code.

An on site septic system

Materials list.

12"x144" hardie lap siding for the entire structure.

a windows each measuring 41 な × 47 "

A French door on the south side of the building measuring approximately 82"x70"

A standard 3' entry door on the northern most corner of the west side of the building.

I window measuing. 536"x 596"

A 5' vanity top

A toilet

A 60"x36" shower stall

Ventilation fan in bathroom

Kitchen sink and cabinets

An electric water heater and plug

An electric stove and plug

Foam insulation

Ceiling fans and other lighting fixtures with switches

Approximately 15 wall plugs throughout the house.

Drywall, tape, float and paint interior walls.

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

City of Belton 333 Water Street Tuesday, May 19, 2020

The Planning and Zoning Commission met at 5:30 P.M. in a virtual session via Zoom meeting due to the COVID-19 Public Health Emergency that has been declared by Governor Greg Abbott, Bell County Judge David Blackburn and Belton Mayor Marion Grayson.

The following members were present: Chair Brett Baggerly, Allison Turner, Dave Covington, Luke Potts, David Jarratt, Ty Hendrick, Stephanie O'Banion and Zach Krueger. Quinton Locklin was absent. The following staff members were present: Director of Planning Cheryl Maxwell, Planner Tina Moore, Planning Clerk Laura Livingston, and IT Specialist Ryan Brown.

4. Z-20-09 Hold a public hearing and consider a zoning change from Agricultural District to Multi-Family District on approximately 1.65 acres located at 6201 W. US 190 Service Road, on the south side of US 190, between US 190 and Dog Ridge Road, east of Fort Road. (Audio 02:01)

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

Chair Baggerly opened the public hearing; with no one requesting to speak, the public hearing was closed.

Mr. Hendrick made a motion to approve Z-20-09 as recommended by staff. Mr. Covington seconded the motion. The motion was approved with 8 ayes, 0 nays.

ORDINANCE NO. 2020-22

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL DISTRICT TO MULTI FAMLY DISTRICT ON APPROXIMATELY 1.65 ACRES, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREAS 2 & 4 DESIGN STANDARDS.

WHEREAS, Dolores Diskin, 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 19th day of May, 2020, at 5:30 p.m. for hearing and adoption, said district being described as follows:

Approximately 1.65 acres at 6201 W. Hwy 190 Service Road, 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 26th day of May, 2020, 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

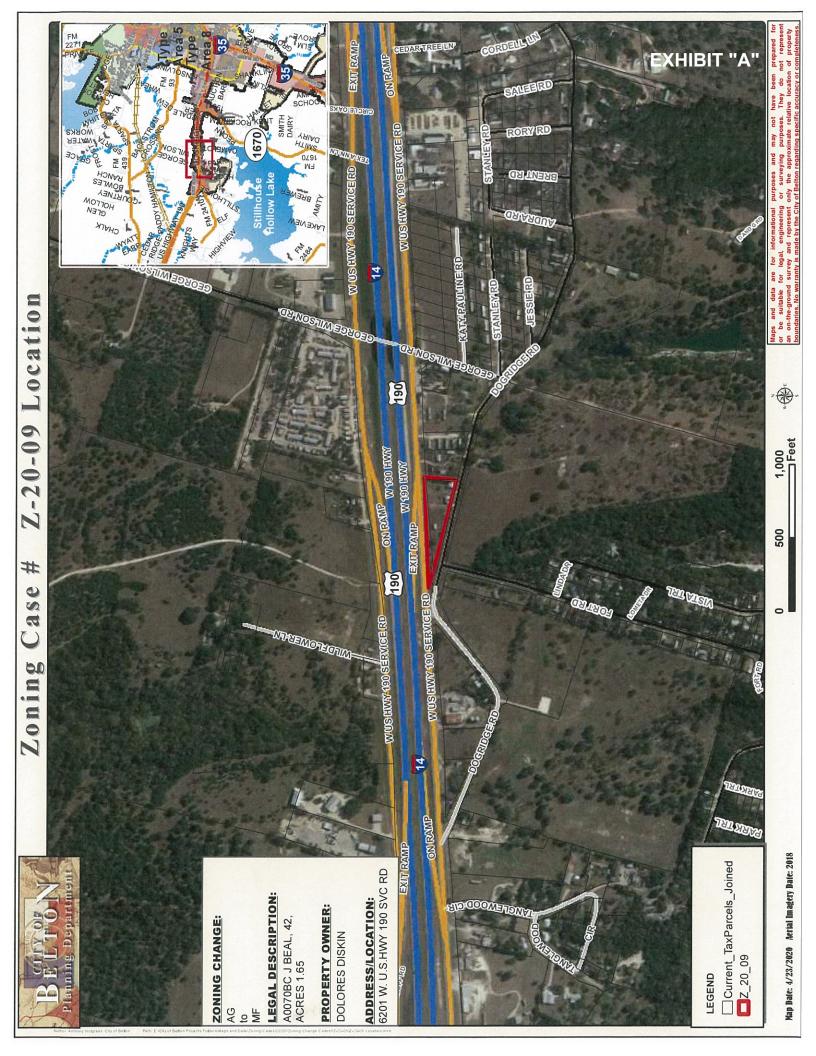
WHEREAS, a hearing was held upon the application by the City Council of the City of Belton at the time, place and date herein before set forth and no valid objection to said amendments was presented.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that the said districts located on a tract of land as more fully and completely described above, be and is hereby changed from Agricultural District to Multi Family District, in accordance with Section 15–Multi Family 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 use of the property shall conform to the Multi Family Zoning District in all respects.
- 2. The development of the property shall conform to all applicable Type Area 2 & 4 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
 - a. Site Development Standards;
 - b. Building Design Standards.

This ordinance was prese	ented at the stated	d meeting of the	e City Council of	the City
of Belton and upon reading was	passed and adop	oted by the City	Council on the	26 th day
of May, 2020, by a vote of	ayes and	nays.		

SIGNED AND APPROVED by the Mayo 26 th day of May, 2020.	r and attested by the City Clerk on this the
ATTEST:	Marion Grayson, Mayor
Amy M. Casey, City Clerk	



Staff Report – City Council Agenda Item



Date: May 26, 2020

Case No.: P-20-18

North Wall Street Addition

Request: Replat

Applicant: Turley Associates, Inc.

Owner: Belton E. 10th LLC/Ken Harris

Agenda Item #8

Hold a public hearing and consider a final plat of North Wall Street Addition, a replat of Belton Original Town, Block 63, eastern half of Lot 5, comprising 1.491 acres, to create five lots at 1000-1022 N. Wall Street, at the northwest corner of N. Wall Street and E. 10th Avenue, extending between E. 10th Avenue and the railroad tracks.

Originating Department

Planning - Cheryl Maxwell, Director of Planning

Current Zoning: Two Family (2F)

Future Land Use Map (FLUM) Designation: Residential

<u>Design Standards Type Area 6:</u> Projected as primarily mixed uses, and residential area with redevelopment.

Case Summary

This replat divides the property into five lots for duplex development. Four of the proposed lots are already developed with duplexes for a total of eight dwelling units. A duplex is proposed on the 5th lot as well, which is currently undeveloped. This property is located in the North Central Belton Historic District so any site improvements must be submitted to the city for review and approval. The duplexes are currently accessed by a private drive that runs along the west side of the property. A 25' wide private access easement is shown on the plat, dedicated by a separate instrument. The property is zoned Two Family District so this division of land is a residential replat. Variances are being requested for ROW dedication and perimeter street improvements, so public notice and public hearings are required.

Project Analysis and Discussion

This property is zoned 2F District. The proposed lots satisfy all area requirements for the 2F Zoning District as noted below:

Lot Area: 7,200 sq. ft./8,000 sq. ft. for corner lots

Lot Width: 65' Lot Depth: 100' Front Yard: 25'

Side Yard: 8'/15' adjacent to street; 20' if garage entry

Rear Yard: 20'

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

<u>Water/Sewer</u>: An existing 8-inch water line and a 6-inch sewer line run along Wall Street, providing service to the existing duplexes. These lines will be tapped to provide service to proposed Lot 5. The existing fire hydrant location satisfies minimum requirements for fire protection.

<u>ROW/Streets/Sidewalks/Drainage</u>: The two perimeter streets—Wall Street and 10th Avenue—are local streets; a minimum 50' ROW is required. Wall Street currently has 48' ROW and 10th Avenue has 42' ROW. The applicant is required to dedicate half of the ROW deficit for each street. A variance is requested, and supported by staff, since this replat will result in one additional building site for infill development, because four of the five lots are already developed.

Regarding perimeter street improvements, the Subdivision Ordinance requires the developer to provide street improvements, if needed, for the portion of roadway adjacent to this plat boundary. A minimum pavement width of 31' is required for local streets, with curb/gutter. In this case, there are two adjacent roadways—Wall Street and 10th Avenue. Both of these streets have a pavement width of 27'. Wall Street has curb/gutter, but 10th Avenue does not. The applicant is requesting a variance to this requirement and it is supported by staff, since this replat will result in only one additional building site (2 dwelling units) for infill development.

No sidewalks are required with this replat since the adjacent streets are all local streets. Minimal impact, if any, is anticipated with the development of one additional duplex; therefore, no drainage infrastructure is needed.

<u>Parkland Dedication/Fees</u>: The parkland fee is \$200 per residential unit, or \$400 for the two addition dwelling units (duplex) that will be constructed on Lot 5. These funds are due at the time of plat signatures and may be used in Beall Park or Heritage Park, both within 1 mile of the subdivision.

<u>Conclusion</u>: We have reviewed the replat and find it acceptable as a final plat. The plat is administratively complete as of May 19, 2020, subject to approval of requested variances.

Recommendation

The Planning and Zoning Commission met on May 19, 2020, and with a vote of 8-0, unanimously recommended approval of the final plat of North Wall Street Addition, subject to

approval of variances to the ROW dedication and perimeter street improvement requirement for Wall Street and 10th Avenue; Staff concurs with their recommendation.

Recommend hold public hearing and approve replat.

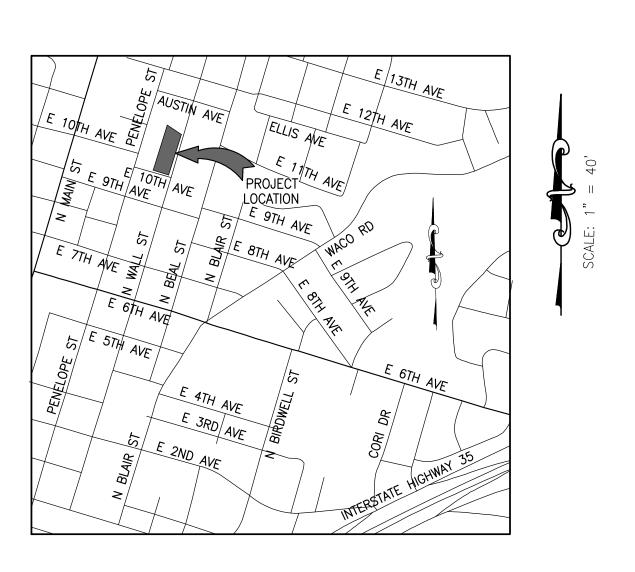
Attachments

Final Plat Application
Final Plat
Location Map
Variance Requests
Replat Notice to Owners
Owner Notification List
Map with Replat Notice Boundary (200')
Administratively Complete Letter to the Applicant dated May 19, 2020
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	or the following:
☐ Preliminary Subdivision Fees	s due \$ <u>265.00</u>
Final Subdivision	
☐ Administrative Plat	
□ Replat	
□ ETJ	
City Limits	
0 · 0 · 1/6/20 / 0 ! · 1	
Date Received: Date Due: 4/6/20 (All plan	
Department by the 15th day of the month ahead	of the next month's P&Z meeting.)
Applicant: TURLEY ASSOCIATES, INC.	Phone: 254-773-2400
Mailing Address: 301 N. 3RD STREET TEMPLE, T	
Email Address: jryken@turley-inc.com	
Owner: BELTON E. 10TH, LLC	Phone: <u>512-663-2022</u>
Mailing Address: 6208 STEEP CACTUS TRAIL	
Email Address: KENHARRIS@HARRISPROPERTI	ES.BIZ
Current Description of Property:	
Lot: LOT PT 5 Block: 63 Subdivision:	BELTON ORIGINAL
Acres: 1.491 Survey: N/A	
Abstract #: N/A Street Address: 1000-	1022 NORTH WALL STREET
Frontage in Feet: 401.92' Dep	oth in Feet: <u>153.00'</u>
Does Zoning comply with proposed use? YES	Current Zoning: 2F
Name of proposed subdivision: NORTH WALL ST	REET ADDITION
Number of Lots: 5 Fee: \$ N/A	
Signature of Applicant: Ken Harris Signature of Owner: Ken Harris	Date: 04/01/2020
Signature of Owner: Ken Harris	Date: 04/01/2020



TAMMIE ET VIR CLAYTON L PARKER PRUITT

VOL. 5322, PG. 283

JULIAN ETUX JESUSA MORIN VOL. 966, PG. 543 LOT 5. BLOCK 63. BELTON

ORIGINAL

JOSE ELOY PIZANO VOL. 5518, PG. 161

LOT 5, BLOCK 63, BELTON ORIGINAL

*2*9.81′₁

DON ETUX CONNIE

HIGGINBOTHAM

DOC. NO. 2007-4037

LOT 5, BLOCK 63, BELTON ORIGINAL

PHILLIP D DERRICK

VOL. 1890, PG. 261

LOT 5, BLOCK 63, BELTON ORIGINAL

JEROME EGNAC PECHAL

VOL. 1840, PG. 647

LOT 5, BLOCK 63, BELTON

ORIGINAL

A PUBLICLY MAINTAINED ROADWAY

/ CW HYNES INVESTMENTS LLC

DOC. NO. 2014-45124

BLOCK FR2, ALEXANDERS

ADDITION

NORMA & JESUS FERRER

DOC. NO. 2016-8609

BLOCK FR2, ALEXANDERS /

ZERET PROPERTIES LLC

SERIES A

DOC. NO. 2019-39028

BLOCK FR2, ALEXANDERS

ADDITION

PENELOPE INVESTMENTS LLC

DOC. NO. 2018-37571

BLOCK FR2, ALEXANDERS

ADDITION

BLOCK 4, AUSTIN ADDITION/

DAVID & CYNTHIA CANAVA

VOL. 2624, PG. 421

BLOCK 4, AUSTIN ADDITION

SARAH HARE

DOC. NO. 2009-42095

BLOCK 4, AUSTIN ADDITION

ALMA R & GUILLERMO

STEVEN CHRISTOPHER

JONES 2012 TRUST

DOC. NO. 2012-21509

BLOCK 63, BELTON

COUNTY CLERK INFORMATION:

OF BELL COUNTY, TEXAS. INSTRUMENT #_

TRACT SURVEYED FEBRUARY 27, 2020

RECORDS OF REAL PROPERTY, BELL COUNTY, TEXAS.

FILED FOR RECORD THE _____ DAY OF _____, 2020, PLAT RECORDS

ORIGINAL

BRETT A ETUX JULIE B

OGLESBY

VOL. 2671, PG. 666

BLOCK 63, BELTON

ORIGINAL

JUANA V PLACE DOC. NO. 2009-23153

BLOCK FR3, ALEXANDERS

BOLD CENTURY PROPERTIES

LLC SERIES 101

DOC. NO. 2019-30518

BLOCK FR3, ALEXANDERS

TRACI LYNNE FRENCH

DOC. NO. 2016-38492

BLOCK FR3 ALEXANDERS

ADDITION

ADDITION

DOC. NO. 2019-1282 BLOCK 3, AUSTIN ADDITION

> SHARON WILKINSON DOC. NO. 2017-54209

BLOCK 63, BELTON

TAX ID 109782

DOC. NO. 2017-19570 BLOCK 4, AUSTIN ADDITION

15 25

LOT 5

N72°56'29"W 153.00'

LOT 4

N73°28'43"W 153.02'

LOT 3

LOT 2

15' B.L./U.E.

EDWIN L ET UX DEBBIE A

VOL. 3523, PG. 17 BLOCK FR2, ALEXANDERS

READY OR NOT

PROPERTIES LLC

DOC. NO. 2019-14899

BLOCK FR2, ALEXANDERS/

ADDITION

LEGEND:

POINT OF BEGINNING IRON ROD FOUND IRON ROD SET IRON PIPE FOUND RIGHT-OF-WAY UTILITY EASEMENT BUILDING LINE **BENCHMARK**

ELEVATION DOC. DOCUMENT EDGE OF ASPHALT

BLOCK DESIGNATION

• THIS PROJECT IS REFERENCED TO THE CITY OF BELTON COORDINATE SYSTEM, AN EXTENSION OF THE STATE OF TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE HORIZONTAL SURFACE DISTANCES UNLESS OTHERWISE NOTED, AND ALL BEARINGS ARE GRID BEARINGS. ALL COORDINATE VALUES ARE REFERENCED TO CITY OF TEMPLE MONUMENT NO. 160. THE THETA ANGLE AT SAID MONUMENT IS 01°28'44". THE COMBINED CORRECTION FACTOR (CCF) IS 0.999855. PUBLISHED CITY COORDINATES ARE N=10,362,557.86, E=3,195,497.76. THE TIE FROM THE ABOVE CITY MONUMENT TO THE POB IS S84°29'13"E, 1363.59 FEET. GRID DISTANCE = SURFACE DISTANCE X CCF GEODETIC NORTH= GRID NORTH + THETA ANGLE.

• THIS PROPERTY IS NOT WITHIN THE SPECIAL FLOOD HAZARD AREA AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE RATE MAP NO. 48027C0330E, DATED SEPTEMBER 26, 2008.

- THIS PROJECT IS REFERENCED IN NAD 1983 CENTRAL TEXAS STATE PLANE. ALL DISTANCES ARE HORIZONTAL SURFACE DISTANCES UNLESS NOTED AND ALL BEARINGS ARE GRID
- WATER PROVIDED BY CITY OF BELTON.
- SEWER PROVIDED BY CITY OF BELTON.
- IF A GARAGE ENTRY IS PROPOSED FROM THE SIDE STREET (EAST TENTH AVENUE), A MINIMUM 20' SETBACK IS REQUIRED.
- ALL CORNERS ARE 1/2" IRON ROD WITH CAP STAMPED "RPLS 2475" UNLESS OTHERWISE SPECIFIED.
- EXISTING ZONING: 2F TWO FAMILY RESIDENTIAL (DUPLEX) BUILDING SETBACK LINES ARE 25' FRONT, 8' INTERIOR SIDE, 15' SIDE ADJACENT TO STREET, 20' REAR.
- BENCHMARK: 1" IRON PIPE FOUND BEING THE SOUTHEAST CORNER OF THIS PROPERTY AS SHOWN HEREON. EL=577.60
- A 15' PUBLIC UTILITY EASEMENT ON THAT PORTION OF EACH LOT THAT IS CONTIGUOUS TO THE RIGHT-OF-WAY SHALL BE PART OF THIS PLAT.
- CITY DOES NOT REGULATE LOT-TO-LOT DRAINAGE.
- FENCING IS NOT PERMITTED THAT WILL OBSTRUCT DRAINAGE FLOW.
- TREE MITIGATION TO BE ADDRESSED AT BUILDING PERMIT PROCESS. NO TREES REMOVED DURING PLATTING.
- THE 25' WIDE PRIVATE ACCESS EASEMENT TO BE OWNED AND MAINTAINED BY LOT OWNERS.

STATE OF TEXAS COUNTY OF BELL

BELTON E. 10TH, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS NORTH WALL STREET ADDITION. A SUBDIVISION IN THE CITY OF BELTON, BELL COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES AS SHOWN HEREON.

BELTON E. 10TH, LLC A TEXAS LIMITED LIABILITY COMPANY

KEN HARRIS, MANAGER

STATE OF TEXAS

COUNTY OF BELL

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE_____DAY OF , 2020 BY KEN HARRIS, MANAGER OF BELTON E. 10TH, LLC, A TEXAS LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

AFFIDAVIT:

THE TAX APPRAISAL DISTRICT OF BELL COUNTY DOES HEREBY CERTIFY THERE ARE CURRENTLY NO DELINQUENT TAXES DUE TO THE TAX APPRAISAL DISTRICT OF BELL COUNTY ON THE PROPERTY DESCRIBED BY THIS PLAT.

DATED THIS THE____ DAY OF _, A.D. 2020.

BELL COUNTY TAX APPRAISAL DISTRICT

SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF BELTON.

WITNESS MY HAND THIS_____DAY OF___

CITY CLERK

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF NORTH WALL STREET

SECRETARY

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF NORTH WALL STREET ADDITION TO THE CITY OF BELTON WAS APPROVED THIS_____DAY OF__ 2020, BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS.

SECRETARY

CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT (CUWCD) DISTRICT RULES BASED ON CHAPTER 36 "TEXAS GROUNDWATER CODE" PREVENT THE DRILLING OF EXEMPT WELLS FOR **DOMESTIC USE ON TRACTS OF LAND PLATTED TO LESS THAN 10-ACRES AFTER MARCH 1ST, 2004. PERMITTING OF WELLS ON TRACTS LESS THAN 10-ACRES AND GREATER THAN OR EQUAL TO 2-ACRES IS POSSIBLE UNDER DISTRICT RULES IF THE PURPOSE OF THE WELL MEETS THE DEFINITION OF BENEFICIAL USE. PER DISTRICT RULES AND CHAPTER 36, "ALL DRILLING OF WELLS ON TRACTS OF LAND PLATTED TO LESS THAN 2-ACRES AFTER MARCH 1ST, 2004, IS NOT POSSIBLE." ALL CURRENT AND FUTURE WELLS MUST MEET THE 100-FT SETBACK REQUIREMENT OF ALL ON-SITE SEPTIC SYSTEMS, UNLESS THE WELL IS CONSTRUCTED WITH AN APPROVED SANITARY SEAL ALLOWING SETBACK FROM THE ON-SITE SEPTIC TO BE REDUCED TO A MINIMUM 50 FEET. CLEARWATER UWCD DISTRICT RULES ARE AT: http://www.cuwcd.org

CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT (CUWCD) CERTIFICATE

CUWCD IS THE REGULATORY AUTHORITY FOR GROUNDWATER WELLS IN BELL COUNTY AND HEREBY CERTIFIES THAT THIS PROPOSED SUBDIVISION HAS BEEN EVALUATED FOR ON-SITE GROUNDWATER PRODUCTION WELLS. IN ITS CURRENT CONDITION, THE PROPOSED SUBDIVISION MEETS OUR EXPECTATIONS DESCRIBED BY DISTRICT POLICY AND AFFIRMED BY DISTRICT STAFF

GENERAL MANAGER CUWCD

STATE OF TEXAS COUNTY OF BELL

5-19-2020

OF OF STEREOT

 \Rightarrow

MICHAEL E. ALVIS

5402

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 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 CORRECTLY SHOWN THEREON.

Michael ale MICHAEL E. ALVIS, R.P.L.S. 5402

FINAL PLAT:

NORTH WALL STREET **ADDITION**

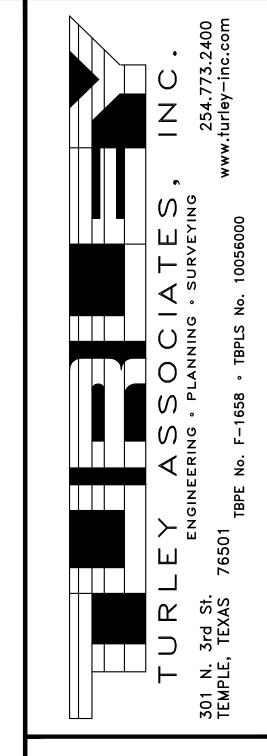
A REPLAT OF BELTON ORIGINAL, BLOCK 63, PART OF LOT 5

1.491 ACRES 5 LOTS, 1 BLOCK

OUT OF AND A PART OF LOT 5, BLOCK 63 ORIGINAL TOWN OF BELTON

A SUBDIVISION IN THE CITY OF BELTON BELL COUNTY, TEXAS

1.491 ACRES MORE FULLY DESCRIBED BY METES AND BOUNDS BY SEPARATE FIELD NOTES



© TURLEY ASSOCIATES, INC.

THIS DRAWING IS THE PROPERTY OF TURLEY ASSOCIATES INC. AND MUST BE SURRENDERED UPON REQUEST. THE INFORMATION THEREON MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF TURLEY ASSOCIATES INC.

\bigcirc TRAI 735 OR: 0R: 78-PREPARED FO HARRIS PROPE 6208 STEEP CACTU AUSTIN, TEXAS 7 A A B A

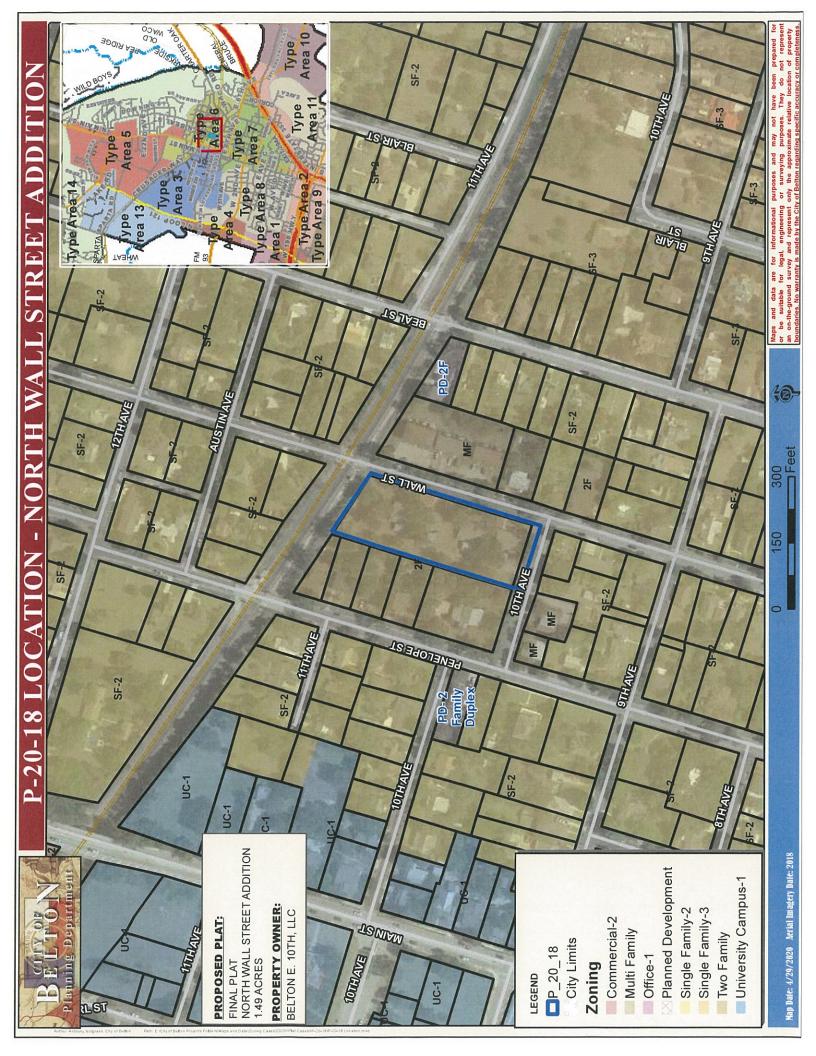
RE	VISION	1 S
DATE	DESCRIPTION	DFTR
4-23-20	COB COMMENTS 4/22	AMJ
5-5-20	COB COMMENTS 5/5	AMJ
5-19-20	LOT LINE CHANGE	AMJ

DRAFTSMAN: .JACKSON 2-14-2020 COMPUTER FILE NAME: 0-182 FINAL PLAT

DRAWING NUMBER:

 \bigcirc

REFERENCE DRAWING NUMBERS: 19-059 AS-BUILT





TURLEY ASSOCIATES, INC.

301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400 F-1658 TBPLS No. 10056000

April 23, 2020

Cheryl Maxwell, Planning Director 333 Water Street Belton, Texas 76513

Re: North Wall Street Addition

Dear Ms. Maxwell:

On behalf of our client, Turley Associates, Inc. respectfully requests that the City Council consider granting variances to the Subdivision Ordinance Section 502.01 A. 'Street Right-of-Way', B. 'Design Requirements' and the City's Thoroughfare Plan for the North Wall Street Addition. This area of Belton is well established with older homes, street improvements including curb and gutter along the west side of N. Wall Street, landscaping, sidewalks, protected trees and utility appurtenances. We feel that it would be unnecessary to add right-of-way or to rebuild streets that are currently in good condition. We also believe this would disrupt the established surroundings.

Please feel free to call to discuss any questions or concerns that you might have regarding this project.

Sincerely,

TURLEY ASSOCIATES, INC.

Jehnifer Ryken/P.E., CFM Senior Project Engineer

CITY OF BELTON, TEXAS NOTICE OF PUBLIC HEARINGS RESIDENTIAL REPLAT

The Planning & Zoning Commission will conduct a meeting at 5:30 P.M., Tuesday, May 19, 2020 at the Harris Community Center, 401 N. Alexander Street, Belton, Texas, to discuss and consider a residential replat as follows:

Hold a public hearing and consider a final plat of North Wall Street Addition, a replat of Belton Original Town, Block 63, eastern half of Lot 5, comprising 1.491 acres, to create 5 lots at 1000-1022 N. Wall Street, at the northwest corner of N. Wall Street and E. 10^{th} Avenue, extending between E. 10^{th} Avenue and the railroad tracks.

Information regarding the proposed replat is on file for public examination in the Planning Department in City Hall, 333 Water Street, Belton, Texas.

Items recommended by the Planning and Zoning Commission will be forwarded to the City Council for consideration and approval at its meeting at 5:30 P.M., Tuesday, May 26, 2020 at the Harris Community Center, 401 N. Alexander Street, Belton, Texas.

If you require interpreter services for the deaf or hearing impaired, please contact the City Clerk at City Hall at least 48 hours in advance, at 254-933-5817.

NOTE: To mitigate the spread of COVID-19, these meetings may be closed to in-person attendance by the public. If closed, Commission and Council members will attend virtually via a Zoom Meeting. Citizens may join the Zoom Meeting by calling (888) 475-4499 and entering the Meeting ID that will be posted with the agenda prior to the meeting at beltontexas.gov. Status of the meeting, whether it is open or closed to in-person attendance, will be posted on the agenda at this website. Citizens may provide written comments on agenda items to the City Planning Director at CMaxwell@BeltonTexas.gov prior to 1:00 p.m. on May 19, 2020, or as noted below.

Since this is a residential replat, we are required to notify all property owners within 200' of the lots proposed for replatting. If you have received this notice, you are within the 200' notification boundary. As such, the City of Belton invites you to make your views known by attending these hearings and submitting written comments about this replat by completing this form and returning it to the address below.

	circle one
AS A PROPERTY OWNER WITHIN 200' OF THE REPLAT BOUNDARY, I (PROTEST) (APPROVE) THE PROPOSED REPLAT PRESENTED APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:	
DATE:	SIGNATURE:

Please return this form to the Planning Dept. prior to 1:00 p.m. on Tuesday, May 19, 2020.

City of Belton Planning Dept. PO Box 120/333 Water Street Belton, TX 76513 Planning@beltontexas.gov 254-933-5812

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253 BILUPF CIR PO BOX 91141 3515 BEVANN DR	15258	17815	25396
BELTON, TX 7513-2165 AUSTIN, TX 75709 FARMEIS BRANCH, TX 75234 28962 30892 36523 DERRICK, PHILLIP D MORSE, MARVIN JONES, STEVEN CHRISTOPHER 2012 TRUST 8811 MOUNTAIN DR PO BOX 1145 307 WESTHAVEN DR SALADO, TX 76573-5109 LIBERTY HILL, TX 78642-1145 WEST LAKE HILLS, TX 78746-4444 36983 41729 46610 HERRIANDEZ, JUAN MANUEL GONZALES, DAVID & CYNTHIA CANAVA WILKINSON, SHARON 906 N BEAL ST 303 AUSTIN AVE PO BOX 1132 BELTON, TX 76513-2612 BELTON, TX 76513-2143 ROCKDALE, TX 76567 46411 48231 48743 WILKINSON, SHARON PIZANO, JOSE ELOY MABRY, EDWIN LETUX DEBBIE A 405 DE OX 5132 716 N PENILOPE ST 8041 AMITY SCHOOL RD ROCKDALE, TX 76567 BELTON, TX 76513-2684 BELTON, TX 76513-7385 48778 48780 49725 HERRANDEZ, CHUCK LITTLE MCPROPERTIES LIC ALLEN, ALMA 2123 ST 711 ST PO BOX 570 900 N MALL ST LONE WOLF INVESTIMENTS LIC MORIN, JULIAN ETUX JULIE B ZERET PROPERTIES LIC	BAKER, JACOB	BELTON E 10TH LLC	NEUMEYER, LISA DANIELLE
28962 36523 36523 26874, 2687	2553 BLUFF CIR	PO BOX 91141	3515 BEVANN DR
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	1130 N WALL ST	1126 N WALL ST	
	BELTON, TX 76513-2156	BELTON, TX 76513	BELTON, TX 76513

128438

PENELOPE INVESTMENTS LLC

500 N LOOP 121

BELTON, TX 76513

130415

GUTIERREZ, RITO & LETICIA GRIMALDO

908 N BEAL ST

BELTON, TX 76513-2612

461542

SLENTZ, JORDAN ETUX AMY

1009 N BEAL ST

BELTON, TX 76513

128448

FERRER, NORMA & JESUS GRANADOS

211 W 13TH AVE

BELTON, TX 76513

455196

COPPIN, DOROTHY

508 SHINE ST

BELTON, TX 76513-3042

472600

JCTLC LLC

105 DROVERS RUN

BELTON, TX 76513

129370

HIGGINBOTHAM, DON ETUX CONNIE

1025 N PENELOPE ST

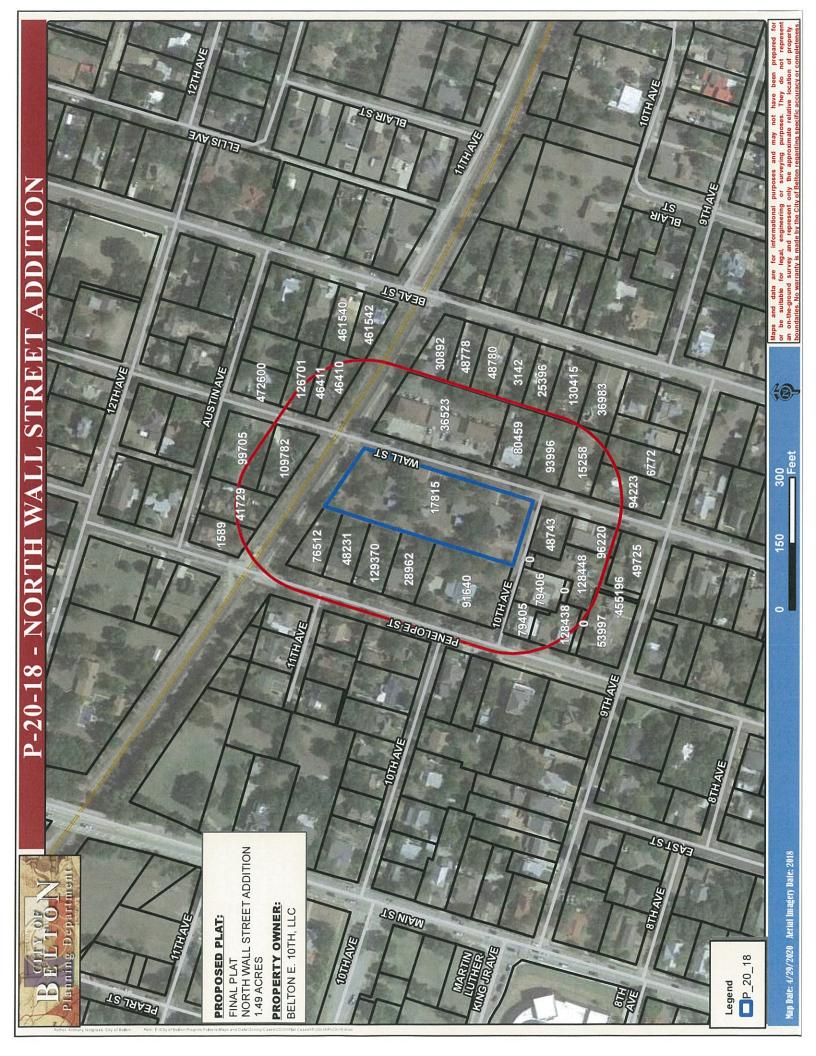
BELTON, TX 76513-2639

461540

TIDMORE, KATHLEEN P

8 N WHITETAIL ROAD

BELTON, TX 76513





City of Belton

Planning Department

May 19, 2020

Project: NORTH WALL STREET ADDITION

Applicant: TURLEY & ASSOCIATES

Date Submitted: 4-6-20

4-29-20 5-7-20 5-11-20

5-19-20 – Lot line Adjustments

Location: 1.49 ACRES and 1000-1022 N WALL STEET

*** 5/19/2020 - ADMINISTRATIVELY COMPLETE, subject to conditions below. ***

PLANNING:

- 1. Subject to City Council Approval:
 - a. Variance requests received for ROW dedication and perimeter street improvements for North Wall Street and East 10th Avenue; staff will recommend approval.
 - b. No trees may be removed without approval of a site clearing permit.
 - c. Parkland fee of \$200 due at time of plat signatures.

PUBLIC WORKS/KPA:

No further comments

FIRE DEPT:

No Comments

BUILDING OFFICIAL:

Comments.

POLICE DEPT:

Comments.

GIS:

No comments.

Oncor:
☐ AT&T:
☐ Atmos Energy:
Charter Communications:

Outside Utility Provider Comments

☐ Grande Communications: ☐ Spectrum (Time Warner):

USPS:

Clearwater UCD:

 \square TXDOT:

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

City of Belton 333 Water Street Tuesday, May 19, 2020

The Planning and Zoning Commission met at 5:30 P.M. in a virtual session via Zoom meeting due to the COVID-19 Public Health Emergency that has been declared by Governor Greg Abbott, Bell County Judge David Blackburn and Belton Mayor Marion Grayson.

The following members were present: Chair Brett Baggerly, Allison Turner, Dave Covington, Luke Potts, David Jarratt, Ty Hendrick, Stephanie O'Banion and Zach Krueger. Quinton Locklin was absent. The following staff members were present: Director of Planning Cheryl Maxwell, Planner Tina Moore, Planning Clerk Laura Livingston, and IT Specialist Ryan Brown.

5. P-20-18 Hold a public hearing and consider a final plat of North Wall Street Addition, a replat of Belton Original Town, Block 63, eastern half of Lot 5, comprising 1.491 acres, to create 5 lots at 1000 – 1022 N. Wall Street, at the northwest corner of N. Wall Street and E. 10th Avenue, extending between E. 10th Avenue and the railroad tracks. (Audio 09:12)

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

Chair Baggerly opened the public hearing; with no one requesting to speak, the public hearing was closed.

Ms. O'Banion made a motion to approve P-20-18 as recommended by staff. Mr. Jarratt seconded the motion. The motion was approved with 8 ayes, 0 nays.

Staff Report – City Clerk Agenda Item

Date: May 26, 2020

Case No.: P-20-19

Wheats Sweets Plaza

Request: Final Plat

Applicant: Turley Associates, Inc.

Owner: John Ricciardi

Agenda Item #9

Consider a final plat of Wheats Sweets Plaza, comprising approximately 3.0 acres located at 3050 W. Hwy 190 Service Road and 1174 S. Wheat Road, near the northwest corner of the intersection of US190/I-14 and Wheat Road.

Originating Department

Planning - Cheryl Maxwell, Director of Planning

Current Zoning: Commercial-2 and Retail Districts

<u>Future Land Use Map (FLUM) Designation</u>: Commercial/Retail with Commercial Corridor Overlay transitioning to Lifestyle Center to the west.

<u>Design Standards Type Area 4</u>: Primary intersections and cross roads of the I-35 and I-14 (US 190) corridors; nodes projected for commercial, retail, and neighborhood service uses with a higher standard, as they are gateways to other areas.

Case Summary

This plat reconfigures the exiting two tracts to generally match the zoning boundaries that were approved April 28, 2020, with Commercial – 2 zoning on Lot 1 and Retail zoning on Lot 2. International Motors Auto Repair Service is currently operating on Lot 1; Lot 2 is undeveloped at this time. This plat would qualify for administrative approval, except that a variance is requested to the minimum water flow requirement of 1,000 gpm for fire protection; since this property is inside the Belton City limits, it does not qualify for admin approval.

Project Analysis and Discussion

Proposed Lot 1 comprises 0.996 acres and is zoned Commercial – 2 District. Proposed Lot 2 comprises 2.046 acres and is zoned primarily Retail District with a small strip adjacent to Lot 1 (approximately 34' wide) zoned Commercial - 2. The lot configuration was intended to match the rezoning boundaries but minor adjustments occurred during the rezoning approval process resulting in this slight offset. There is no problem leaving the boundaries as they are and the

applicant has opted to do so, rather than go through the rezoning process to adjust the zoning line. The proposed lots satisfy all area requirements for these Zoning Districts as follows:

Retail:

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

Commercial - 2:

Lot Area: 5,000 sq. ft. Front Yard Setback: 20' Lot Width: 50' Rear Yard Setback: 15'

Lot Depth: 100' Side Yard Setback: 15'/20' adjacent to street

No new buildings are proposed at this time. If any new buildings are constructed, they must comply with these setback requirements, and requirements for a certificate of occupancy to include all applicable building and fire codes, requirements for parking, signage, and utility requirements.

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

<u>Water</u>: This property lies with the Dog Ridge Water Supply Corporation (DRWSC) Certificate of Convenience and Necessity (CCN). DRWSC has an existing 6" water line along the US 190/I-14 frontage and currently serves Lot 1 with domestic water supply. They will provide another tap/meter on this line to serve Lot 2 with water for domestic use. However, with an estimated flow rate of 120 gpm, DRWSC is unable to meet the minimum 1,000 gpm water flow required for fire protection.

North of this property, DRWSC and City of Belton (COB) have a dual CCN. COB has an existing fire hydrant approximately 85' from the northeast corner of Lot 2 that meets the required minimum flow for fire protection. Therefore, future building(s) on Lot 2 will be within 400' of the fire hydrant, which meets the requirement for fire protection; however, the existing structure on Lot 1 is outside this minimum distance. As a result, the applicant is requesting a variance to the minimum 1,000 gpm flow requirement for Lot 1. This is supported by staff for the existing structure. However, any future development or change in use on Lot 1 will be required to meet these minimum fire protection requirements.

<u>Sewer</u>: A 6" sewer line is existing near the northeast corner of Lot 2. The owner of the adjacent property to the south—Holden's Wheat Road Addition—is extending the 6" sewer line southward to the northeast corner of his property to provide service to his lot. Once this is completed, this public sewer line will be available for the applicant to tap to provide sanitary sewer service to Lot 2. A building permit for Lot 2 may be issued after this sewer line is in place and available for tapping.

The existing building on Lot 1 is currently served by an existing septic system, and is allowed to continue to do so, subject to regulations of the Bell County Public Health District. Due to

topography, this lot cannot be served by the 6" sewer line unless a grinder pump/lift station is installed. If installed in the future, the grinder pump/lift station will be privately owned and maintained.

<u>Drainage</u>: Site drainage will be addressed with the building permit application, since there is an existing structure on Lot 1, and development plans are undetermined at this time for Lot 2.

<u>ROW/Streets/Sidewalks</u>: Wheat Road is a major collector street on the City's Thoroughfare Plan which requires a minimum 80' ROW with a 37' pavement width, with curb and gutter. These requirements are satisfied with 92' ROW and approximately 38' pavement width with curb/gutter. US 190/I-14 is a TxDOT roadway; no additional ROW is requested and perimeter street improvements are not applicable.

Our Subdivision Ordinance currently requires a 5' sidewalk along both sides of collector streets and 6' on both sides of arterial streets. There is an existing 10' wide sidewalk along the west side of Wheat Road, adjacent to this subdivision, so this requirement is already satisfied for this plat. A 6' wide sidewalk is required along the US 190/I-14 frontage and is the applicant's responsibility with this plat. Construction of the sidewalk will be required with a building permit request for either Lot 1 or Lot 2, whichever is developed first.

Parkland Dedication/Fees: n/a for commercial developments.

<u>Conclusion</u>: We have reviewed the plat and find it acceptable as a final plat. The plat is administratively complete as of May 12, 2020, subject to approval of the requested variance for fire protection for Lot 1.

Recommendation

The Planning and Zoning Commission met on May 19, 2020, and with a vote of 8-0, unanimously recommended approval of the final plat of Wheats Sweets Plaza, subject to the conditions below; staff concurs with their recommendation:

- 1. approval of variance to the minimum 1,000 gpm water flow for fire protection for Lot 1, for the existing structure; and
- 2. any future development or change in use on Lot 1 will be required to meet these minimum fire protection requirements.

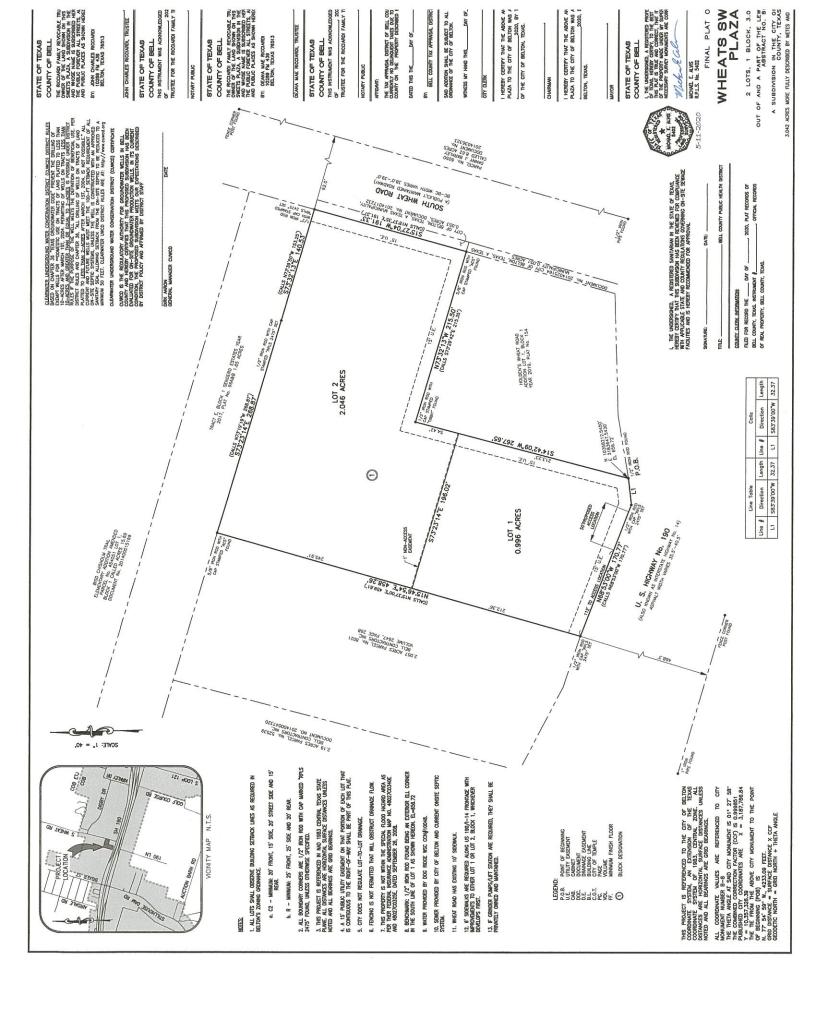
Attachments

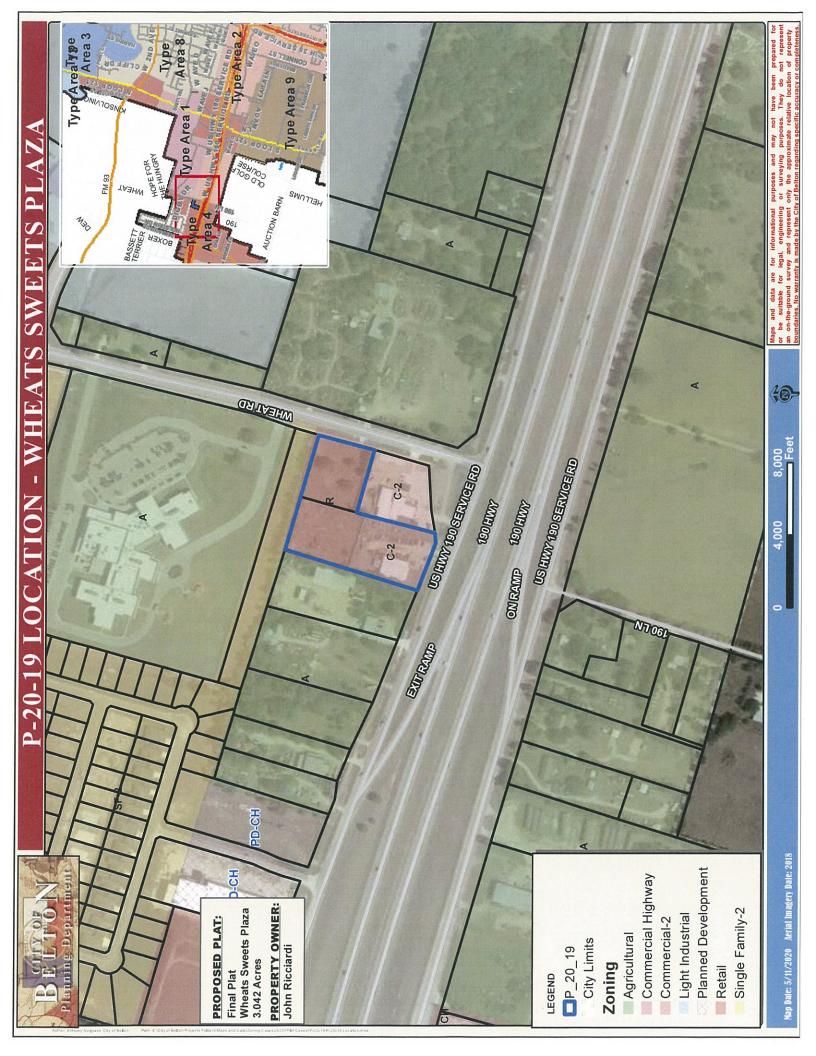
Final Plat Application
Final Plat
Location Map
Variance request
Administratively Complete Letter to the applicant dated May 12, 2020
P&Z Minutes Excerpt

City of Belton

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

Applic	ation is hereby made to the City Coun	cil for the following:
	Preliminary Subdivision	Fees due \$ 256.00
	Final Subdivision	
	Administrative Plat	
	Replat	
	City Limits	
		plans are to be returned to the Plannin
Depar	tment by the 15 th day of the month a	head of the next month's P&Z meeting.
Applica	ant: TURLEY ASSOCIATES, INC.	Phone: 254-773-2400
Mailin	g Address: 301 N. 3RD STREET TEMPI	LE, TEXAS 76501
Email A	Address: jryken@turley-inc.com	
		Phone: <u>254-681-7813</u>
	g Address: 10289 FM 439, BELTON, TE	XAS 76513
Email A	Address: sam1993@centurylink.net	
Curren	t Description of Property:	
Lot:	Block:Subdivisi	on:
Acres:	3.042 Survey: LEWIS WAL ct #: 860 Street Address: 30	KER SURVEY
Frontag	ge in Feet: HWY 190=203'/WHEAT RD=191'	Depth in Feet: 460'
	oning comply with proposed use? YE	
Name o	of proposed subdivision: SOUTH WHE	AT ROAD PLAZA
Numbe	r of Lots: 2 Fee: \$ 1	N/A
	0 - 0	/
Signatu		My Date: 4-2-2020
Signatu	re of Owner: John Riccian	di Date:







TURLEY ASSOCIATES, INC.

301 NORTH THIRD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400 F-1658 TBPLS No. 10056000

April 28, 2020

Cheryl Maxwell, Planning Director 333 Water Street Belton, Texas 76513

Re: South Wheat Road Plaza

Dear Ms. Maxwell:

On behalf of our client, Turley Associates, Inc. respectfully requests that the City Council consider granting a variance to the Subdivision Ordinance Section 505 - Water and Sewer Utilities Standards, for Lot 1, Block 1 of South Wheat Road Plaza. This lot is developed with an established business and currently, Dog Ridge WSC does not supply fire flow to this area. Future development, additions or changes in use to Lot 1, Block 1 will result in meeting the fire flow requirements.

Please feel free to call to discuss any questions or concerns that you might have regarding this project.

Sincerely,

TURLEY ASSOCIATES, INC.

∕Jennifer Ryken, P.E., CFM Senior Project Engineer

ENGINEERING . SURVEYING . PLANNING

Dog Ridge Water Supply Co.

Lafonda Wilsey, General Manager P.O. BOX 232 • 7480 FM 2410 • Belton, TX 76513

Phone: (254) 939-6533 • Fax (254) 939-3620

Website: www.dogridgewsc.com

Jennifer Ryken

April 28, 2020

RE: Water Service Request Hwy 190/S Wheat Rd

Jennifer,

Upon review of the Hwy 190/S Wheat Rd. water mains it is determined that Dog Ridge WSC can provide domestic water service to this area to service three (3) additional water meters.

This location is served by a six-inch water main that produces 120 gallons per minute with 95 pounds of pressure. This flow of measure was produced by a two-inch flush valve fed from the six-inch main at the SE corner of HWY 190 and S Wheat Rd.

There are no fire hydrants in this area, therefore no fire protection is currently available by Dog Ridge WSC. The existing six-inch water main will support a fire hydrant. However, it will be the responsibility of the property owner to pay for the cost of fire hydrant and installation. As our Tariff states in Section B. 5. Dog Ridge WSC is not responsible for fire protection. This hydrant could only be used for fill purposes only, this means that a fire truck can fill with the above given flow and pressure.

Please contact me with any further questions.

Sincerely,

afonda Wilsen Lafonda Wilsey, General Manager

Dog Ridge WSC

Office Phone: 254.939.6533

Cell: 254.721.0401

Email: lafonda@dogridgewsc.com



City of Belton

Planning Department

May 12, 2020

Project: WHEATS SWEETS PLAZA Applicant: TURLEY ASSOCIATES INC.

Date Submitted: 4-6-20

4-22-20 5-8-20 5-11-20 5-12-20

Location: 3.042 ACRES and 3050 W HWY 1 AND 1174 S WHEAT RD

*** 5/12/2020 - ADMINISTRATIVELY COMPLETE, subject to conditions below. ***

PLANNING:

- Subject to City Council Approval of variance request to minimum water flow for fire protection for Lot 1 due to existing building on site; staff will recommend approval.
 NOTE: No future building permit will be issued for this lot until this requirement for fire protection is satisfied.
- 2. Please note the following requirements related to the building permit:
 - a. Sewer line must be in place before building permit will be issued for Lot 2.
 - b. No trees may be removed without approval of a site clearing permit.
 - c. 6' Sidewalk along US 190/I-14 frontage must be constructed with building permit for either Lot 1 or Lot 2, whichever is developed first.

PUBLIC WORKS/KPA:

No further comments.

FIRE DEPT:

No further comments.

BUILDING OFFICIAL:

Comments.

POLICE DEPT:

No Comments.

GIS:

No Comments.

Outside	Utility	Provider	Comments

Oncor:
AT&T: I am in agreement with the proposed plat
Atmos Energy:
Charter Communications:
Grande Communications:

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

City of Belton 333 Water Street Tuesday, May 19, 2020

The Planning and Zoning Commission met at 5:30 P.M. in a virtual session via Zoom meeting due to the COVID-19 Public Health Emergency that has been declared by Governor Greg Abbott, Bell County Judge David Blackburn and Belton Mayor Marion Grayson.

The following members were present: Chair Brett Baggerly, Allison Turner, Dave Covington, Luke Potts, David Jarratt, Ty Hendrick, Stephanie O'Banion and Zach Krueger. Quinton Locklin was absent. The following staff members were present: Director of Planning Cheryl Maxwell, Planner Tina Moore, Planning Clerk Laura Livingston, and IT Specialist Ryan Brown.

6. P-20-19 Consider a final plat of Wheats Sweets Plaza, comprising approximately 3.0 acres located at 3050 W. Hwy 190 Service Road and 1174 S. Wheat Road, near the northwest corner of the intersection of US190/I-14 and Wheat Road. (Audio 14:14)

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

Mr. Hendrick made a motion to approve P-20-19 as recommended by staff. Ms. O'Banion seconded the motion. The motion was approved with 8 ayes, 0 nays.

Staff Report – City Council Agenda Item



Agenda Item #10

Consider authorizing the City Manager to execute a contract for the Liberty Hill Lift Station Offload project, and any change orders associated with the contract, not to exceed the amount authorized under state law.

Originating Department

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

Summary Information

In September 2019, the South Belton Sewer Phase I project was fully completed. Halff Associates designed the sewer line along Loop 121 so that the Liberty Hill Lift Station could be taken offline, in the future, assuming easements were granted from property owners between Loop 121 and Liberty Hill Drive. The Liberty Hill Lift Station is a small, problematic lift station that only serves the Liberty Hill Subdivision off of Holland Road/FM436.

In May 2019, the Royal Heights Subdivision plat was approved by Council. This plat included a drainage and utility easement for the purposes of creating a drainage channel and a path for this future sewer line to offload the lift station. However, to offload the lift station, an easement was still needed from the adjacent property owner, owned by Priscilla Farr, between Royal Heights and the lift station.

Public Works reached out to the realtor for the Farr property to discuss the project and granting of an easement. The Farr property was having difficulties selling partly due to the fact the parcel was not serviced by sewer. The City's plan to offload the lift station would provide direct sewer service to the Farr property. Along with the sewer extension and lift station offload, the Public Works Department saw an opportunity to improve the drainage channel between Royal Heights and Liberty Hill Drive. There is not a defined drainage channel between Liberty Hill Drive and the new Royal Heights channel, which causes ponding on the Farr property. Also, a new drainage channel would help the drainage situation upstream in the Liberty Hill subdivision. With a sewer extension and creation of a drainage channel, the property owner granted an easement to the City in February 2020.

The Director of Public Works/City Engineer designed the sewer extension and lift station offload in-house. The channel design was partly analyzed by KPA in 2018 with the Liberty Hill Drainage Study. Therefore, KPA designed the drainage channel within this Farr property easement for the project. The project is called the Liberty Hill Lift Station Offload project, but it does include the proposed drainage channel as well. The engineer's estimate of construction was \$280,000.

The project design was completed in February 2020. The bid opening was scheduled for March 24, 2020, but the County's stay-at-home order was issued around that time, so the bid opening was delayed. Staff rescheduled the bid opening to May 5, 2020, and performed a virtual public bid opening process. Five (5) bids were received for the project, as shown in the following table.

Contractor	Bid Amount
Wolff Construction, Salado	\$172,509.42
Bruce Flanigan Construction, Belton	\$209,209.90
Bell Contractors, Belton	\$239,038.84
JKB Construction, Liberty Hill	\$255,255.55
TTG Utilities	\$356,707.50

The Director of Public Works/City Engineer and the Assistant Director of Public Works evaluated the bids received. The low bidder was Wolff Construction of Salado, Texas. The Director of Public Works spoke with the representatives from Wolff to confirm their bid prices, since they were over \$100,000 lower than the engineer's estimate, and some items received a \$0 bid price. Staff was told that one item was bid at \$0 because they did not receive a quote from a subcontractor, and therefore put \$0 instead of an estimated amount. There were numerous errors in Wolff's bid items, as noted in the bid tab. As allowed for in the contract documents, a list of items can be requested of the Contractor by the City to verify their capability and availability to perform the proposed work. Staff requested Wolff's list of equipment and references for projects over the last five years. Wolff did not submit the requested data, but instead formally requested to withdraw their bid on May 20, 2020. Staff recommends approval of the withdrawal without forfeiture of their bid bond.

The second low bidder was Bruce Flanigan Construction of Belton, Texas. Flanigan Construction's last project for the City of Belton was the Lake-to-Lake Road Waterline project in 2014. Although the City of Belton has not worked with Flanigan Construction recently, they have worked with many developers on subdivision utilities, including Liberty Valley, Creekside Estates, and Stoney Brook. Flanigan Construction's bid was reasonable with no issues, and they have the capabilities and quality of work to successfully construct the Liberty Hill Lift Station Offload project.

The time allocated for construction is 120 working days, or about 6 months.

Fiscal Impact

The fiscal impact of the action for this item is \$209,209.90 plus any unforeseen change orders. The funding for the project is allocated in both the Water & Sewer Capital Funds and Drainage Capital Funds.

Amount: **\$209,209.90**

Recommendation

Authorize the City Manager to execute a contract with Bruce Flanigan Construction, Inc. for the construction of the Liberty Hill Lift Station Offload project, and any change orders associated with the contract, not to exceed the amount authorized under State law.

Attachments

Engineer's Letter of Recommendation Bid Tabulation Wolff Construction's Request to Withdraw

MEMO

Date: May 12, 2020

To: Sam Listi, City Manager

Cc: Amy Casey, City Clerk

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

Re: Liberty Hill Lift Station Offload Project - Recommendation of Award

On May 5, 2020, at 2:00 PM, sealed bids for the Liberty Hill Lift Station Offload Project were opened and read aloud publicly in the Main Conference Room at Belton City Hall by the Director of Public Works/City Engineer. This public meeting was held virtually. A Bid Tabulation for the Bids received is attached to this memo.

There were five (5) bidders for this project. The project includes 914 LF of 8-inch sewer line, offloading an existing lift station, grading to create a new drainage channel, a concrete pilot channel, erosion control, and revegetation post-construction.

The following is data provided for a comparison of the bids received:

Liberty Hill Lift Station Offload	Base Bid
Wolff Construction, Salado	\$172,509.42
Flanigan Construction, Belton	\$209,209.90
Bell Contractors, Belton	\$239,038.84
JKB Construction, Liberty Hill	\$255,255.55
TTG Utilities	\$356,707.50

The Director of Public Works/City Engineer and the Assistant Director of Public Works evaluated the bids received. The low bidder was Wolff Construction of Salado, Texas. The Director of Public Works spoke with the representatives from Wolff to confirm their bid prices, since they were over \$100,000 lower than the engineer's estimate, and some items received a \$0 bid price. Staff was told that one item was bid at \$0 because they did not receive a quote from a subcontractor, and therefore put \$0 instead of an estimated amount. There were numerous errors in Wolff's bid items, as noted in the bid tab. As allowed for in the contract documents, a list of items can be requested of the Contractor by the City to verify their capability and availability to perform the proposed work. Staff requested Wolff's list of equipment and references for projects over the last five years. Wolff did not submit the requested data, but instead formally requested to withdraw their bid on May 20, 2020. Staff recommends approval of the withdrawal without forfeiture of their bid bond.

The second low bidder was Bruce Flanigan Construction of Belton, Texas. Flanigan Construction's last project for the City of Belton was the Lake-to-Lake Road Waterline project in 2014. Although the City of



Belton has not worked with Flanigan Construction recently, they have worked with many developers on subdivision utilities, including Liberty Valley, Creekside Estates, and Stoney Brook. Flanigan Construction's bid was reasonable with no issues, and they have the capabilities and quality of work to successfully construct the Liberty Hill Lift Station Offload project.

Therefore, at this time, I recommend that the City of Belton award the following contract to Flanigan Construction in the amount of \$209,209.90.

Sincerely,

Angellia C. Points, P.E.

Director of Public Works/City Engineer

Enclosure: Bid Tabulation

2 G bu A E: G G 3 Inn St Inn	BID TABULATION Liberty Hill Lift Station Offload Project Bid Opening: May5, 2020 Description Total Bid), Complete For eneral Site Preparation and Demolition Including, at not limited to, Tree Trimming and Removal as proved, Fence Removal, Saw Cut and Removal of xisting Concrete Trickle Channel, Clearing of rubbing, Vegetation Removal, Complete For aplement and Administer Small Construction Site tormwater Permitting and Reporting Requirements including a SW3P, Complete For urnish, Install, Maintain, and Remove Rock Filter	Unit LS STA	Proposal Quantity	Wolff C Sala Unit Price \$ 8,629.05	do, 7	12.77	Flanigan C Belton Unit Price		Bell Cor Beltor Unit		200000	JKB Con Liberty I		TTG Unit	Utilit	Total
No. ASE BID 1 Mof 2 Gr AA E: GG 3 In St In	fobilization, Bonds & Insurance (not-to-exceed 5% Total Bid), Complete For eneral Site Preparation and Demolition Including, at not limited to, Tree Trimming and Removal as pproved, Fence Removal, Saw Cut and Removal of xisting Concrete Trickle Channel, Clearing of rubbing, Vegetation Removal, Complete For applement and Administer Small Construction Site formwater Permitting and Reporting Requirements accluding a SW3P, Complete For	LS	Quantity 100%	Price	\$			Total	Hnit	min'n	Total	Heit	Total	Unit		
1 Mof	Total Bid), Complete For eneral Site Preparation and Demolition Including, at not limited to, Tree Trimming and Removal as pproved, Fence Removal, Saw Cut and Removal of xisting Concrete Trickle Channel, Clearing of rubbing, Vegetation Removal, Complete For inplement and Administer Small Construction Site formwater Permitting and Reporting Requirements accluding a SW3P, Complete For			\$ 8,629.05	\$			Cost	Price		Cost	Price	Cost	Price		Cost
bu A E G G 3 In St In	at not limited to, Tree Trimming and Removal as pproved, Fence Removal, Saw Cut and Removal of xisting Concrete Trickle Channel, Clearing of rubbing, Vegetation Removal, Complete For and Administer Small Construction Site formwater Permitting and Reporting Requirements accluding a SW3P, Complete For	STA	11			8,629.05	\$ 7,850.00	\$ 7,850.00	\$ 10,720.99	\$	10,720.99	\$ 11,500.00	\$ 11,500.00	\$ 13,000.00	\$	13,000.0
St In	ormwater Permitting and Reporting Requirements cluding a SW3P, Complete For			1,602.09	\$	17,622.99	1,859.00	\$ 20,449.00	1,431.67	\$	15,748.37	2,375.00	\$ 26,125.00	2,500.00	\$	27,500.0
	urnish Install Maintain and Remove Rock Filter	LS	100%		\$	-	1,372.00	\$ 1,372.00	2,550.51	\$	2,550.51	2,875.00	\$ 2,875.00	5,510.00	\$	5,510.0
	am, Complete For	LF	40	-	\$	-	29.70	\$ 1,188.00	40.25	\$	1,610.00	40.25	\$ 1,610.00	84.00	\$	3,360.0
	urnish, Install, Maintain, and Remove Construction xits, Complete For	EA	1	1,375.00	\$	1,375.00	574.00	\$ 574.00	1,204.39	\$	1,204.39	1,440.00	\$ 1,440.00	10,000.00	\$	10,000.0
P	ubmit Trench Safety Plan Prepared and Signed by E. in Conformance with State Law and OSHA, omplete For	LS	100%	900.00	\$	900.00	1,092.00	\$ 1,092.00	1,160.25	\$	1,160.25	862.00	\$ 862.00	970.00	\$	970.0
7 In	nplement Trench Safety Plan for Ditches and tructures, Complete For	LF	914	1.20	\$	1,096.80	1.70	\$ 1,553.80	3.30	\$	3,016.20	1.25	\$ 1,142.50	4.60	\$	4,204.4
In	urnish and Install 8-inch Gravity PVC SDR-26 including Trench Bedding and Backfill, Complete or	LF	914	26.50	\$	24,221.00	45.40	\$ 41,495.60	42.67	\$	39,000.38	35.50	\$ 32,447.00	82.30	\$	75,222.2
9 C	onnect to Existing 8" Sanitary Sewer Stubout at Sta +100, Complete For	LS	100%	2,775.00	\$	2,775.00	741.00	\$ 741.00	1,007.91	\$	1,007.91	206.50	\$ 206.50	2,260.00	\$	2,260.0
100100	urnish and Install 4" Service Line Stubout with leanout and Cap, Complete For	EA	1	979.00	\$	979.00	661.00	\$ 661.00	592.75	\$	592.75	571.75	\$ 571.75	3,380.00	\$	3,380.0
	urnish and Install 6" Service Line Stubout with leanout and Cap, Complete For	EA	1	3,130.00	\$	3,130.00	837.00	\$ 837.00	799.13	\$	799.13	860.00	\$ 860.00	4,380.00	\$	4,380.0
(2000)	urnish and Install Concrete Cap Over 8" Vastewater Line	LF	359	17.50	\$	6,282.50	64.80	\$ 23,263.20	30.60	\$	10,985.40	40.00	\$ 14,360.00	62.00	\$	22,258.0
13 F	ield Test Gravity Sewer Pipe, Complete For	LF	914	3,75	\$	3,427.50	1,60	\$ 1,462.40	2.75	\$	2,513.50	2.50	\$ 2,285.00	3.50	\$	3,199.0
	urnish and Install 4-foot Diameter Watertight Pre- ast Sanitary Sewer Manhole, Complete For	EA	2	3,790.00	\$	7,580.00	2,819.00	\$ 5,638.00	4,533.59	\$	9,067.18	3,330.00	\$ 6,660.00	6,650.00	\$	13,300.0
S	rovide and Install 4-foot Diameter Doghouse anitary Sewer Manhole with Cast-in-Place oundation and Pre-Cast Risers, Complete For	EA	1	3,695.00	\$	3,695.00	3,236.00	\$ 3,236.00	4,851.28	\$	4,851.28	3,811.00	\$ 3,811.00	13,000.00	\$	13,000.0
H E	rovide and Install 100 mil Coat of Raven 405 Ultra ligh Build Epoxy Coating, or Engineer Approved qual, in Proposed 4-foot Diameter Sanitary Sewer fanholes, Complete For	VF	24	254.00	\$	6,096.00	292.70	\$ 7,024.80	103.19	\$	2,476.56	143.75	\$ 3,450.00	265.00	\$	6,360.0
	ield Test Sanitary Sewer Manholes, Complete For	EA	3	485.00	\$	1,455.00	466.00	\$ 1,398.00	412.75	\$	1,238.25	215.00	\$ 645.00	805.00	\$	2,415.0
	rainage Channel Grading as Shown in the onstruction Plans, Complete For	LS	1	-	\$	-	8,642.00	\$ 8,642.00	37,529.00	\$	37,529.00	8,597.75	\$ 8,597.75	25,900.00	\$	25,900.0
R	urnish and Install Concrete Trickle/Pilot Channel, eplacement and New, Including Doweling into xisting, Complete For	LF	525	33.40	\$	17,535.00	49.70	\$ 26,092.50	34.77	\$	18,254.25	68.75	\$ 36,093.75	40.50	\$	21,262.5
C	djust Existing Wastewater Manhole Rings and overs (various sizes) using 2-inch Inserts, omplete For	LS	100%	1,335.00	\$	1,335.00	652.00	\$ 652.00	1,125.51	\$	1,125.51	890.00	\$ 890.00	3,000.00	\$	3,000.0
	urnish and Install Mortared 10" Rock Rip Rap, omplete For	SY	274	41.83	\$	11,461.42	36.50	\$ 10,001.00	98.28	\$	26,928.72	166.75	\$ 45,689.50	85.00	\$	23,290.0
ar	urnish, Install, and Maintain Bypass Pumping for a Assumed Flow of 34,000 gallons per day, omplete For	LS	100%	27,395.00	\$	27,395.00	12,794.00	\$ 12,794.00	9,263.77	\$	9,263.77	12,161.11	\$ 12,161.11	5,000.00	\$	5,000.0
P Sa	bandon Liberty Hill Lift Station, Associated iping, Cap and Plug Force Main (2 locations), and alvage/Deliver Parts in Accordance with the Plans, omplete For	LS	1	1,300.00	\$	1,300.00	10,475.00	\$ 10,475.00	18,034.30	\$	18,034.30	10,610.69	\$ 10,610.69	19,000.00	\$	19,000.0
24 F	urnish and Install 4-inch Sandy Loam Top Soil, omplete For	SY	7,144	2.54	\$	18,145.76	1.70	\$ 12,144.80	1.56	\$	11,144.64	2.50	\$ 17,860.00	5.20	\$	37,148.8
E	rovide and Install Drill Seed or Hydromulch for rosion Control, Including Water to Establish and ustain Growth, Complete For	SY	7,144	0.85	\$	6,072.40	1.20	\$ 8,572.80	1.15	\$	8,215.60	1.75	\$ 12,502.00	1.65	\$	11,787.6

Page 2 of 2 Bid Tabulation

	BID TABULATION Liberty Hill Lift Station Offload Project Bid Opening: May5, 2020			Wolff Construction Salado, TX		Flanigan Construction Belton, TX		Bell Contractors Belton, TX		JKB Construction Liberty Hill, TX		TTG Utilities	
Item No.	Description	Unit	Proposal Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost

BID SUMMARY	Wolff ConstructionSalado, TX	Flanigan ConstructionBelton, TX	Bell ContractorsBelton, TX	JKB ConstructionLiberty Hill, TX	TTG Utilities
Base Bid	\$ 172,509.42	\$ 209,209.90	\$ 239,038.84	\$ 255,255.55	\$ 356,707.50
Did Bidder Acknowledge Addendum No. 1-4?	YES	YES	YES	YES	YES
Did Bidder Provide 5% Bid Security?	YES	YES	YES	YES	YES

I hereby certify that this is a correct and true tabulation of all bids received for the Liberty Hill Lift Station Offload Project.

Angellia C. Points, P.E. Date
Director of Public Works/City Engineer
City of Belton

 From:
 Angellia Points

 To:
 Amy Casey

 Subject:
 Fwd:

Date: Wednesday, May 20, 2020 5:02:10 PM

Sent from my iPhone

Begin forwarded message:

From: Bryan Wolff
 <bryan@wolffconstructiontexas.com>

Date: May 20, 2020 at 5:01:20 PM CDT

To: Angellia Points < APoints @ BeltonTexas.Gov>

Cc: Cole Wolff <cole@wolffconstructiontexas.com>, Lane Wolff

<lane@wolffconstructiontexas.com>, "zacv@wolffconstructiontexas.com"

<zacv@wolffconstructiontexas.com>

Angela,

It is with deep regret that I ask to pull our bid on the Liberty Hill project, I do so appreciate the City allowing us to pull our bid without penalty, I will make sure and do my due diligence on any future bids and hope that this does not cause any issues with us bidding work in the future

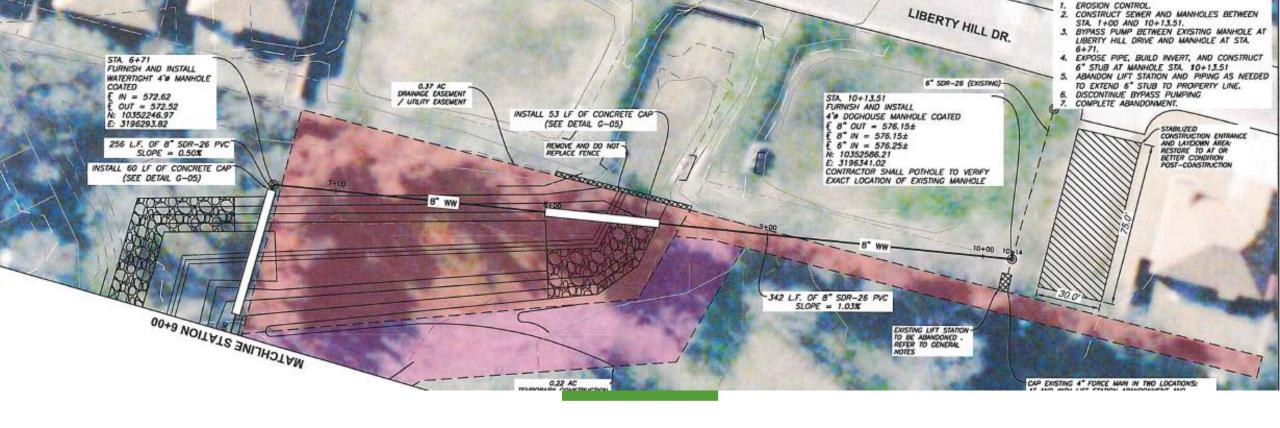
Thank You Bryan Wolff

WARNING This message is from an **EXTERNAL** email source. DO NOT open attachmer or click links from unknown senders or unexpecte email. Contact **Belton IT** support for assistance



LIBERTY HILL LIFT STATION OFFLOAD PROJECT

BID AWARD

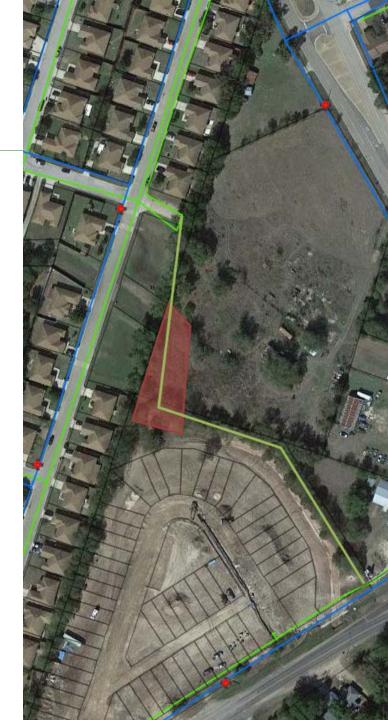


LIBERTY HILL LIFT STATION OFFLOAD PROJECT

- September 2019: South Belton Sewer Phase I project was completed. Halff Associates designed the sewer line along Loop 121
 so that the Liberty Hill Lift Station could be taken offline.
 - Liberty Hill Lift Station is a small, problematic lift station serving only the Liberty Hill subdivision.
 - Royal Heights Subdivision plat was approved by Council, and included a drainage and utility easement. However, easement
 was needed from Farr property to offload the lift station.



- Farr Property
- Drainage channel between Royal Heights and Liberty Hill Drive
- Easement received
- Sewer line designed in-house
- Drainage channel designed by KPA



Bid Summary

- The design was completed in February 2020. The project was bid on May 5, 2020.
- 5 bids were received.
- The engineer's OPCC was \$280,000.
- Funding for project: Water & Sewer Capital Projects + Drainage Capital Projects.

Contractor	Base Bid
Wolff Construction, Salado	\$172,509.42
Flanigan Construction, Belton	\$209,209.90
Bell Contractors, Belton	\$239,038.84
JKB Construction, Liberty Hill	\$255,255.55
TTG Utilities	\$356,707.50



Bid Award Recommendation

- Staff evaluated the bids received.
- Low bidder was Wolff Construction many bid irregularities.
- Wolff Construction requested to withdraw bid.
- The second low bidder is Bruce Flanigan Construction.

Recommendation

Authorize a contract with Bruce Flanigan Construction, Inc. for the construction of the Liberty Hill Lift Station Offload project, and any change orders associated with the contract, not to exceed the amount authorized under State law.

Staff Report – City Council Agenda Item



Agenda Item #11

Consider authorizing the City Manager to implement or continue various utility assistance programs for those City of Belton utility billing customers who have been seriously impacted by the COVID-19 Pandemic.

Originating Department

Administration - Sam A. Listi, City Manager

Background

1. Credit Card/Convenience Fee

As the COVID-19 Pandemic began to emerge and affect our citizens in late March 2020, we requested, and the Council approved, elimination of the 4% credit card fee and the \$1.25 convenience fee for all City of Belton online payments. This action amended the City's Fee and Rate Schedule, typically for utility bills, court fines and building permits, from March 24 until at least September 30, 2020, the end of the current fiscal year. We will be evaluating these fees as part of the FY 2021 budget process to determine whether they should be reinstated, and whether the amount charged is appropriate and in fact increases the use of online payments.

2. <u>Utility Payment Plan Policy Development</u>

Also on March 24, 2020, we advised the Council that we would work with utility billing customers who may need some extra time to pay utility bills due to the effects of the pandemic. Utility bill cutoffs due to non-payment were suspended indefinitely for residents.

- We propose to extend this no cutoff practice for residential accounts for 90 additional days, to August 31st.
- For a delinquent bill, we recommend a 7-month payment plan, until December 2020.
- We ask residents in need to come in and meet with City of Belton Utility Staff, and establish a payment plan to take advantage of these options.
- Generally, we would expect the current monthly bill to be paid, so as not to fall further behind.

We recognize that we cannot outline every alternative, so we simply ask the Council to give us some flexibility to work out these arrangements in our mutual interest. We will report to Council monthly on implementation of these flexible payment plans.

3. Utility Assistance Policy

The balance of this memo will outline a proposed arrangement with the United Way of Central Texas to administer a Utility Assistance Policy, a grant program for residents who have been seriously affected by the pandemic.

The extended duration of the COVID-19 Pandemic resulted in discussions between UWCT and area cities and businesses regarding ways to deliver relief to our most needy citizens. Stephanie O'Banion, Executive Director of United Way of Central Texas, developed a concept proposal for how the United Way proposes to serve as an objective conduit for relief. The UWCT would receive applications for assistance, utilize criteria established by each entity, and make a prompt decision on eligibility. UWCT would then send payments directly to the entity. Funds for assistance would come from a variety of sources – donations, participating agencies, and the Federal CARES Act. Finally, UWCT would take no administrative fee for this generous community service. Clearly, UWCT offered the Region and our individual citizens an amazing gift, and we believe it is in our interest to participate.

We propose to provide \$10,000 from the City's Water and Wastewater Fund to UWCT for this limited purpose of funding Belton utility assistance for those residents in serious need of help. (Other larger cities in the area that are CDBG eligible, and who received a direct additional CARES ACT allocation as a result, are extending this support to rent payments and small business support.)

Eligibility requirements include, but are not limited to:

- City of Belton Resident and City of Belton Utility Customer;
- Assistance request is for a residential utility account, not a business;
- Application for assistance should be completed with needed background provided on household size, household income, and utility bill deficiency;
- Complete applications will be submitted to UWCT, and the goal is for prompt review and decision:
- The application will be approved or denied, the applicant will then be notified and, if approved, payment will be made directly to the City from UWCT;
- The \$10,000 allocation is suggested based on these assumptions:
 Assuming three months of no utility payments April, May and June and an outstanding City of Belton utility bill of \$200, this Assistance Program could help around 50 households. Certainly, program funding could be supplemented if needed and desired by Council as we implement this plan.

We are very appreciative to Stephanie O'Banion and the United Way of Central Texas (UWCT), for this partnership offer to help Belton in this unique way. Given the unusual conditions, we believe it is appropriate to authorize this partnership.

Budgeted:	Yes	⊠ No	Funding Sou	ırce(s): Water and	d Wastewater Fund		
Recommen	<u>dation</u>						
Recommend authorization of the assistance programs as presented.							
Attachments City of Belton/United Way of Central Texas COVID-19 Recovery Fund Summary Community Relief Fund Application							



The COVID-19 Response & Recovery Fund is available to help meet the immediate needs of individuals and families directly impacted by this pandemic.

CRITERIA:

- Individuals/families must have been actively employed at the time of the COVID-19 pandemic, and are now experiencing income loss as a direct result of the shutdown
- One application per household
- · One time only granted assistance
- All documents listed below must be presented
- Applicant must live in Bell County

DOCUMENTS NEEDED:

- Government Issued Photo ID
- Completed COVID-19 Application
- Completed COVID-19 Employment Verification Form
- February Paycheck Stub and Paycheck stub from last 30 days
- Lease Agreement/Mortgage Statement
- Current Utility Bill

TIMELINE/PROCESS

- Completed application received by UWCT
- Application reviewed and decision made within 5 business days
- Higher fund requests may be subject to additional approval and require more time
- Payment made directly to the vendor. No payments made directly to the applicant.
- · Applicant receives approval documentation with confirmation of payment to vendor

Submit Completed Application to:

covidrelief@uwct.org

LIMITED FUNDS AVAILABLE!

Please contact covidrelief@uwct.org with any questions.



UNITED WAY OF CENTRAL TEXAS

COVID-19 Community Relief Fund Application for Individual/Family Assistance

Please select assistance requested: Housing City Utilities Other Utilities Other Referral for other services How did you hear about the UWCT COVID-19 Fund?							
Documents Needed:							
• ID							
Completed COVID-19 Application							
 Completed form to Verify Current (or most recent) Employment Status (attached) 							
 February Paycheck Stub and Paycheck stub from last 30 days 							
 Lease Agreement/Mortgage Statement (Housing assistance only) 							
Current Utility Bill (Utility assistance only)							
PERSONAL INFORMATION Name:							
Address:							
Phone: Email:							
# of people in household: Ages:							
Weekly Household Income before COVID-19: \$							
Weekly Household Income today: \$							
Employment: Must have employer name & contact information from the job affected by COVID-19.							
Company: How long employed:							
Supervisor Contact Name:							
Phone: Email:							
Impact of COVID-19 to Employment:							

Reduction of hours:_____ Laid Off: _____ Terminated:_____

HOUSING ASSISTANCE REQUEST

Leasing Agent/Mortgage Company:	Phone:					
Address:						
Manger/Landlord Name:	Email:					
Name on Lease or Mortgage:	Monthly Amount: \$					
Have you missed any payments?	If yes, how many and the total fee: \$					
Do you have any late fees:	Total amount owed: \$					
Are you able to make a partial payment?	How much? \$					
UTILITY ASSISTANCE REQUEST: (Includes City w	ater bills)					
Utility Company or City Utilities:						
Address:	·					
Name on Bill:						
Have you missed any payments?	Do you have any late fees:					
Current Bill Amount: \$	Amount Past Due: \$					
Are you able to make a partial payment? If yes, how much? \$						
Other Assistance Requested (i.e. Child Care, Ca	r Payment, Prescriptions, Other Household Bills)					
Please explain request and amount requested: _						
Have you received assistance for COVID-19 from	m another source:					
If Yes, from where?	How Much? \$					
in support of the application for assistance are knowledge. I agree to give United Way of Centrabout my eligibility. I furthermore give United Vemployer, benefit provider, or creditors to veri eligibility. I understand that this application will	al Texas any information necessary to prove statement Way of Central Texas permission to contact my fy information I have provided to establish my II be considered without regard to race, color, religion, rstand if granted assistance it is a ONE TIME ONLY chments to covidrelief@uwct.org					
Applicant's Signature:	Date:					



UNITED WAY OF CENTRAL TEXAS

COVID-19 Community Relief Fund *Employment Status Verification*

Today's Date:		_		
This statement is to confirm that		is/was employed at		
	Н	e/She worked full-time h	nours of	per week or part-
time hours of	per week at \$	per hour.		
The frequency of p	ayment was:			
weekly	bi-weekly	semi-monthly	monthly	
	employment was no	<u>19</u> as of today's date: ot related to COVID-19		
Other explanation				
Company Name: _				
Employer Name: _				
Signature of Emplo	yer:			
Title:				
Address:		Phone: _		
				