



# City of Belton, Texas

City Council Meeting Agenda  
Tuesday, October 27, 2020 - 5:30 p.m.  
Wright Room at the Harris Community Center  
401 N. Alexander, Belton, Texas

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

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember John R. Holmes, Sr.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Director of Finance Mike Rodgers.

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

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

1. Call to order.
2. Public Comments.

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

3. Recognitions:

- A. Recognize City Clerk Amy Casey for obtaining her Certified Municipal Clerk designation from the International Institute of Municipal Clerks.
- B. Recognize Fire Chief Jon Fontenot for obtaining his Chief Fire Officer designation from the Commission on Professional Credentialing.



## **Consent Agenda**

Items 4-7 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 October 13, 2020, City Council Meeting.
5. Consider reappointments to the Electrical Board.
6. Consider authorizing a Façade Improvement Grant to Arusha's Coffee Company at 126 N. East Street.
7. Consider authorizing the purchase of police vehicles as provided for in the Capital Equipment Replacement Fund.

## **Regular Agenda**

8. Consider a resolution supporting roadway and livability project submissions for the Killeen-Temple Metropolitan Planning Organization (KTMPO) 2045 Metropolitan Transportation Plan.
9. Consider a revised allocation of Coronavirus Relief Fund (CRF) funding to include the reimbursement of public safety expenditures and the authorization of additional funding for the City of Belton's Small Business Grant Program.
10. Consider authorizing the BEDC Executive Director to execute a contract for the sale of 6.831 acres on Digby Drive to MDC COASTAL 5, LLC, a Delaware limited liability company.

## **Work Session**

11. Conduct a work session regarding a proposed minimum building standards ordinance.

*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.*





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## OFFICE OF THE CITY MANAGER

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

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3. Recognitions:

**A. Recognize City Clerk Amy Casey for obtaining her Certified Municipal Clerk designation from the International Institute of Municipal Clerks.**



City Clerk Amy Casey received her Certified Municipal Clerk back in May, but recognition has been delayed due to COVID. This certification is awarded by the International Institute of Municipal Clerks. We congratulate her on this achievement.

**B. Recognize Fire Chief Jon Fontenot for obtaining his Chief Fire Officer designation from the Commission on Professional Credentialing.**

City Manager Sam Listi recently received notice that Fire Chief Jon Fontenot has achieved his Chief Fire Officer designation. We congratulate him on this achievement.

**Consent Agenda**

Items 4-7 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 October 13, 2020, City Council Meeting.**

A copy of the minutes is attached. Recommend approval.

**5. Consider reappointments to the Electrical Board.**

See Staff Report from City Clerk Amy Casey. Recommend reappointment of Jamie Sanderford and Bill Barge as presented.

**6. Consider authorizing a Façade Improvement Grant to Arusha's Coffee Company at 126 N. East Street.**

See Staff Report from Interim Director of Planning Bob van Til and Planner/HPO Tina Moore. At their meeting on October 8, 2020, the Historic Preservation Commission recommended approval of the FIG, and Staff concurs in their recommendation.

**7. Consider authorizing the purchase of police vehicles as provided for in the Capital Equipment Replacement Fund.**

See Staff Report from Assistant City Manager/Chief of Police Gene Ellis.  
Recommend approval of the purchase as presented.



## **Regular Agenda**

8. **Consider a resolution supporting roadway and livability project submissions for the Killeen-Temple Metropolitan Planning Organization (KTMPO) 2045 Metropolitan Transportation Plan.**

See Staff Report from Interim Director of Planning Bob van Til. Recommend adoption of the resolution of support as presented.

9. **Consider a revised allocation of Coronavirus Relief Fund (CRF) funding to include the reimbursement of public safety expenditures and the authorization of additional funding for the City of Belton's Small Business Grant Program.**

See Staff Report from Director of Finance Mike Rodgers. Recommend revised allocation and authorization of additional Small Business Grant funding.

10. **Consider authorizing the BEDC Executive Director to execute a contract for the sale of 6.831 acres on Digby Drive to MDC COASTAL 5, LLC, a Delaware limited liability company.**

See Staff Report from BEDC Executive Director Cynthia Hernandez. The BEDC Board is meeting in a special called meeting on October 26<sup>th</sup> to consider this item. Their recommendation will be presented at the Council meeting on October 27<sup>th</sup>.

## **Work Session**

11. **Conduct a work session regarding a proposed minimum building standards ordinance.**

See Staff Report from Interim Director of Planning Bob van Til.

*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.*





Hereby Confers The Title of

**Certified Municipal Clerk**

upon

***Amy Casey, CMC***

who has completed the requirements prescribed by the  
International Institute of Municipal Clerks for Certification.

(You must remain an active member for IIMC to recognize your CMC)

Certified This 9 Day Of May A.D. 2020

IIMC President

IIMC Director of Education





Center for  
Public Safety  
Excellence

October 8, 2020

Sam Listi  
City Manager  
City of Belton  
Belton, TX

Dear Mr. Listi:

On behalf of the Commission on Professional Credentialing (CPC), I am writing to inform you that Jonathon Fontenot received the Chief Fire Officer (CFO) designation on October 8, 2020. Fire Chief Fontenot becomes one of only 1,519 CFO designees worldwide.

The Designation program is a voluntary program designed to recognize individuals who demonstrate their excellence in seven measured components including experience, education, professional development, professional contributions, association membership, community involvement and technical competence. In addition, all applicants are required to identify a future professional development plan.

The CFO designation program uses a comprehensive peer review model to evaluate candidates seeking the credential. The Commission on Professional Credentialing awards the designation only after an individual successfully meets all of the organization's stringent criteria.

Achieving this designation signifies Fire Chief Fontenot's commitment to his/her career in the fire and emergency services.

This professional designation is valid for three years. Maintaining the designation requires recipients to show continued growth in the areas of professional development, professional contributions, active association membership and community involvement as well as adhere to a strict code of professional conduct.

Please join us in congratulating Fire Chief Fontenot on this achievement.

For further information, please contact me at [rmason@cpse.org](mailto:rmason@cpse.org) or 703-691-4620, ext. 210.

Sincerely,

Rick Mason  
CPC Program Manager



**Belton City Council Meeting  
October 13, 2020 – 5:30 P.M.**

The Belton City Council met in regular session in the Wright Room of the Harris Community Center. Members present included Mayor 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 John Messer, Amy Casey, Matt Bates, Jon Fontenot, Paul Romer, Chris Brown, Mike Rodgers, Bob van Til, Larry Berg, Cynthia Hernandez, Judy Garrett and Angellia Points.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember Guy O'Banion, and the Pledge of Allegiance to the Texas Flag was led by City Clerk Amy Casey. The Invocation was given by Councilmember Dan Kirkley.

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

2. **Public Comments.** *(Audio 1:20)*

Nancy Hite, 2213 Ash Drive – spoke regarding an issue she has with Bell County courts.

Phil Petty, 680 CR339, Moody – spoke regarding an issue he has with the Police Department.

**Consent Agenda** *(Audio 17:39)*

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

3. **Consider minutes of September 22, 2020, City Council Meeting.**

4. **Consider appointing Interim Director of Planning Bob van Til to the Killeen-Temple Metropolitan Planning Organization (KTMPO) Technical Committee.**

Upon a motion for approval by Councilmember Holmes, and a second by Councilmember O'Banion, the Consent Agenda was unanimously approved upon a vote of 7-0.

**Regular Agenda**

5. **Hold a public hearing and consider an ordinance amending Chapter 23, Article III – Sewer Industrial Wastes Standards, of the Code of Ordinances to include an Industrial Pretreatment Program.** *(Audio 18:25)*

Public Hearing: No one spoke for or against.



Upon a motion for approval by Councilmember Pearson, and a second by Mayor Pro Tem Carpenter, Item #5, including the following captioned ordinance, was unanimously approved upon a vote of 7-0.

**ORDINANCE NO. 2020-38**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 23, ARTICLE III, SEWER INDUSTRIAL WASTES STANDARDS, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

6. **Consider authorizing the City Manager, in conjunction with the Belton Economic Development Corporation, to execute a contract for the South IH-35 Waterline project, and any change orders associated with the contract, not to exceed the amount authorized under State law.** *(Audio 28:06)*

Upon a motion for approval by Councilmember Leigh, and a second by Mayor Pro Tem Carpenter, Item #6 was unanimously approved upon a vote of 7-0.

**Work Session**

7. **Conduct a Work Session and consider authorizing the City Manager to take all steps necessary to implement the 13<sup>th</sup> Avenue Sidewalks project.** *(Audio 34:35)*

Director of Public Works Angellia Points presented this item. Council requested that project details be sent to the property owners for input.

There being no further business, the Mayor adjourned the meeting at 6:23 p.m.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk





# Staff Report – City Council Agenda Item

## **Agenda Item #5**

Consider reappointments to the Electrical Board.

### **Originating Department**

Administration – Amy M. Casey, City Clerk

### **Background**

Jamie Sanderford's and Bill Barge's terms on the Electrical Board end on October 23, 2020. Mayor Grayson is recommending both for reappointment. This board meets on an as-needed basis.

**Fiscal Impact:** None

**Recommendation:** Recommend approval of the reappointments.

**Attachments:** None





## Staff Report – City Council Agenda Item

**Date:** October 27, 2020  
**Case No.:** H-20-12  
**Request:** FIG for Rehabilitation of Historic Building  
**Address:** 126 N. East Street  
**Applicant:** Ernst Jacques – Arusha's Coffee Co.

### **Agenda Item #6**

Consider authorizing a Façade Improvement Grant for Arusha's Coffee Company at 126 N. East Street.

### **Originating Department**

Planning Department – Bob van Til, Interim Planning Director  
Tina Moore, Planner/HPO

### **Historic District**

Downtown Belton Commercial Historic District

### **Background**

This is a contributing property located within the National Registered Belton Commercial Historic District and is a Recorded Texas Historic Landmark. The Downtown Belton Commercial Historic District contains an excellent range of buildings constructed between 1870 and 1959. Forty-six percent of the buildings in this district are Contributing historic structures. Most of the buildings that are Non-Contributing have been classified that way due to inappropriate alterations that have covered or removed historic building materials and details.

As a Recorded Texas Historic Landmark, this building is indexed as the Fellrath Building. It was originally built between 1881 and 1891 for J.M. Spencer and served over the years as a hardware and buggy shop. In 1914, John Fellrath opened a tin and plumbing shop and continued as the owner until his death in 1961. This building received its historic marker in February 1985, when upscale restaurant The Judges Chambers occupied this building. The building is described as a Commercial Italianate structure constructed with native brick and features round arched doors and corbeled brick cornice at the roofline.



A previous Certificate of Appropriateness was issued to construct a rear addition by moving the exterior wall and installing a new metal roof in 2016. The addition enlarged the kitchen and provided storage space.

### **Summary Information**

Hatem Chouchane, the current property and business owner of Arusha's Coffee Company, has submitted Certificate of Appropriateness (COA) and Façade Improvement Grant (FIG) applications to repair and rehab this historic structure. The proposal involves the following items, also included in the attached summary proposal from Magill Contractors:

1. Cleaning bricks and mortar by removing mildew, dust, and soft decay grout with solutions.
2. Re-grout all mortars.
3. Restore, reinforce, and paint existing double doors at the main entrance (3 doors).
4. Strip, sand, and repaint window arches (7 total).
5. Fix and re-grout crown (corbeled brick cornices).
6. Replace existing non-historic metal kitchen door with a wooden door.
7. Add a new opening and door to a non-historic rear addition constructed in 2016.

A majority of the proposed work involves maintenance and repairs necessary to preserve this historic building and will not change the design, materials or outward appearance of this building.

The applicant is also proposing to replace an inappropriate metal door with a wooden door similar to the three existing doors at the front entrance. The doors will be custom-built using ipe (Brazilian walnut) wood to match the existing opening and door size. This door is 84" wide and 106" tall. This request aligns with preservation practices.

The final request is to add a new opening and door to the non-historic rear addition constructed in 2016. This newly constructed single story part is smaller than the two story historic portion. This area is part of the kitchen and is currently used to roast coffee beans. The applicant is requesting this new opening to allow for public viewing of the roasting process. The proposed door with viewing windows will be identical in appearance and size to the adjacent kitchen door which measures 84" wide by 106" tall. This door will also be constructed using durable ipe wood. The applicant is also proposing to construct a faux arch to match the existing historic doors and window. The arch will be constructed later and was not included in the proposal from Magill Contractors.

This represents another excellent example of the value of targeted public investment, in conjunction with private investment, in Downtown Belton funded by the Tax Increment Reinvestment Zone (TIRZ). Other examples of TIRZ funded façade improvement grants in the vicinity include Oakfire Pizza and Brew at 107 N. East Street, and the recently approved Spa and Salon at Greenbriar at 217 E. Central Ave.



## **Secretary's Standards for Rehabilitation**

Listed below are the Secretary of the Interior's Standard for Rehabilitation that are applicable to this COA:

1. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

The bulk of this proposal is to clean and rehabilitate the existing building with like materials. An inappropriate door will be replaced with an appropriate wooden door to complement the existing doors.

2. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

The applicant is proposing to use pH-neutral masonry stripper EnviroKleen SafStrip 8 by Prosoco. This restoration safe product was recently recommended by the City's Historic Preservation consultant, Steph McDougal of McDoux Preservation, Inc., for cleaning the natural limestone at another property.

3. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

A rear addition was recently constructed with a smaller mass and size than the historic building. The proposal will add a new door to this existing addition. The proposed new door will have a compatible size, mass and architectural features as the adjacent door.

After careful review of the Secretary of the Interior's Standards for Rehabilitation, this proposal is consistent with preservation standards. The main portion of this proposal is ordinary maintenance as allowed in §29.9 of the Historic Preservation Ordinance. The applicant is using a recommended masonry restoration product to ensure gentle cleaning. The proposed new doors will have compatible size, mass and architectural features as the existing historic building.

## **Fiscal Impact**

The total projected cost on the application is \$42,650.50. The FIG application requests the maximum match amount of \$20,000, which is consistent with application guidelines. As a corner property with elevations fronting both North East Street and East 1<sup>st</sup> Ave, the



applicant is eligible for a maximum grant amount of \$20,000 – which allows \$10,000 per façade. The applicant plans to pay out of pocket without the assistance of a loan for these improvements and is requesting refunds in \$5,000 installments, following the completion and certification of compatible work, to assist with the continuation of this project.

FIG Amount: \$20,000

Budgeted: ☒ Yes ☐ No

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

Funding Source(s): \$50,000 was included in the TIRZ FY 2021 budget for FIG funding. To date, no other Façade Improvement Grants have been funded in FY21.

### **Recommendation**

The Historic Preservation Commission met on October 8, 2020, and unanimously recommended approval of this Façade Improvement Grant in the amount of \$20,000. Staff concurs with this recommendation.

### **Attachments**

COA with proposal from Magill Contractors

FIG Application

Location Maps and current pictures

COA notice to property owners, contact list, map, and responses

HPC Minutes





## Certificate of Appropriateness Application

### Historic Preservation Commission

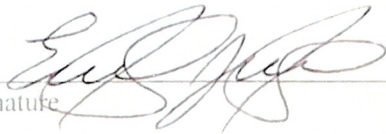
#### Applicant contact information

Name: Ernst Jacques  
Address: 126 N. East Street  
Phone: 254-933-2233 Fax: \_\_\_\_\_ Email: arushascoffeeco@gmail.com  
Role: ☐ Owner ☐ Architect/contractor ☐ Other: \_\_\_\_\_  
Property Address: 126 N. East Street

1. In the space below, briefly describe the work proposed (*use separate page(s) if necessary*).
2. Please refer to the attachment checklist for additional materials necessary to evaluate the proposed work.

Description of proposed work:

See attached proposal.

Signature 

Date 9-26-20

Submit this form and all necessary attachments (see checklist) at least 14 days before the Historic Preservation Commission meeting to the City of Belton Planning Department, 333 Water Street, P.O. Box 120, Belton, Texas 76513; ph. 254-933-5812.



# Certificate of Appropriateness Application Attachment Checklist

Please attach one (1) copy of all supplementary materials with your application.

NOTE: More than one of the following sections may apply to your project. Please consult with the Historic Preservation Officer to determine what attachments your project will require.

## **All Applications:**

- ☐ Certificate of Appropriateness application
- ☐ Completed application attachment checklist

## **Rehabilitation, Remodeling, Additions or New Construction:**

- ☐ Elevation and plan drawings to scale indicating proposed alterations, clearly indicating the existing building and what changes are proposed. Please indicate location relative to adjacent structures.
- ☐ Exterior materials description and samples (if possible).
- ☐ Photograph(s) of existing conditions documenting all sides of the structure that will be affected.

## **Restoration to an Earlier Condition:**

- ☐ Historical documentation (plans, elevations, photographs) of that earlier condition, if available.

## **Building Additions or New Construction:**

- ☐ Site plan showing dimensions of lot, location and dimensions of existing building(s), location, dimensions and sight lines of addition, location of all exterior ground- and roof-mounted equipment, hardscaping, fencing, parking lots and driveways.

## **Painting, Stucco, Repointing:**

- ☐ Color photographs of all areas to be affected.
- ☐ Color samples/paint chips.
- ☐ Diagram of where each color/material will be applied on the structure.
- ☐ Information on relevant textures, sheens, etc.

## **Awnings and Canopies:**

- ☐ Photograph of building elevation to which the awning or canopy is to be attached.
- ☐ Dimensioned drawings. Indicate the front and side view of awning or canopy and placement on structure.
- ☐ Samples of colors and materials.

## **Demolition (including removal of structure, unless that action qualifies as Relocation):**

- ☐ Color photographs, written descriptions, drawings or other records documenting the current state of the structure, including its structural integrity and extent of work necessary to stabilize the property.

## **Relocation of an historic resource within the City of Belton:**

- ☐ Overview of the proposed relocation of the historic resource, including reasons for relocating the historic resource and reasons for selection of the destination site.
- ☐ Photographs which document all aspects of the historic resource, including (but not limited to) each elevation of the building; street view; all prominent architectural features; any additional accessory buildings that also have historic overlay zoning, showing how they relate to the primary structure; and other photographs as requested by the Historic Preservation Officer or Historic Preservation Commission.
- ☐ Site plan of the historic resource in its current location.
- ☐ Site plan of the historic resource in its proposed new location.



# Magill Contractors

1246 FM 3219  
HARKER HEIGHTS, TX 76548

## STATEMENT OF WORK

TO BEGIN AND END OUT FOR BUILDING FAÇADE LOCATED AT 126 N. EAST ST, BELTON TX 76513  
09/10/2020

### FAÇADE A (EAST STREET)

1. CLEAN BRICKS AND MORTAR FROM MILDEW, DUST, SOFT DECAY, GROUT WITH SOLUTIONS
2. GROUTING ALL MORTARS
3. REMOVE THE THREE EXSISTING SETS OF DOUBLE DOORS FROM MAIN ENTRANCE
4. RESTORE AND REINSTALL EXSISTING DOORS AT THE MAIN ENTRANCE WITH IPE WOOD AND FRESH PAINTING
5. STRIP AND SAND FOUR WINDOW ARCHES.
6. NEW COAT OF BEHR PAINT COPPER PATINA BASE NO. 3830 ON ALL FOUR WINDOW ARCHES.
7. FIX AND REGROUT THE CROWN OF THE FRONT OF BUILDING.

**GRAND TOTOAL: \$18,700.00**

### FAÇADE B (1<sup>ST</sup> STREET)

1. STRIP AND SAND THREE WINDOW ARCHES
2. NEW COAT OF BEHR PAINT COPPER PATINA BASE NO.3820 ON ALL THREE WINDOW ARCHES
3. CLEAN BRICKS AND MORTAR FROM MILDEW, DUST, SOFT DECAY GROUT WITH SOLUTION.
4. CLEAN THE 97 FT WIDE BY 80 FT TALL WALL FROM MILDEW, DUST, SOFT DECAY GROUT WITH SOLUTION.
5. REGROUT THE OUTSIDE MORTARS OF THE BUILDING
6. FIX AND REGROUT THE CROWN OF THE SIDE OF THE BUILDING
7. REMOVE THE EXSISTING KITCHEN SIDE DOOR
8. BUILD AND REINSTALL ONE NEW KITCHEN DOOR WITH A CUSTOM FRAME AND ONE NEW SET DOORS FOR A NEW BACKSIDE ENTRANCE

**GRAND TOTAL: \$20,700.00**



1st Street

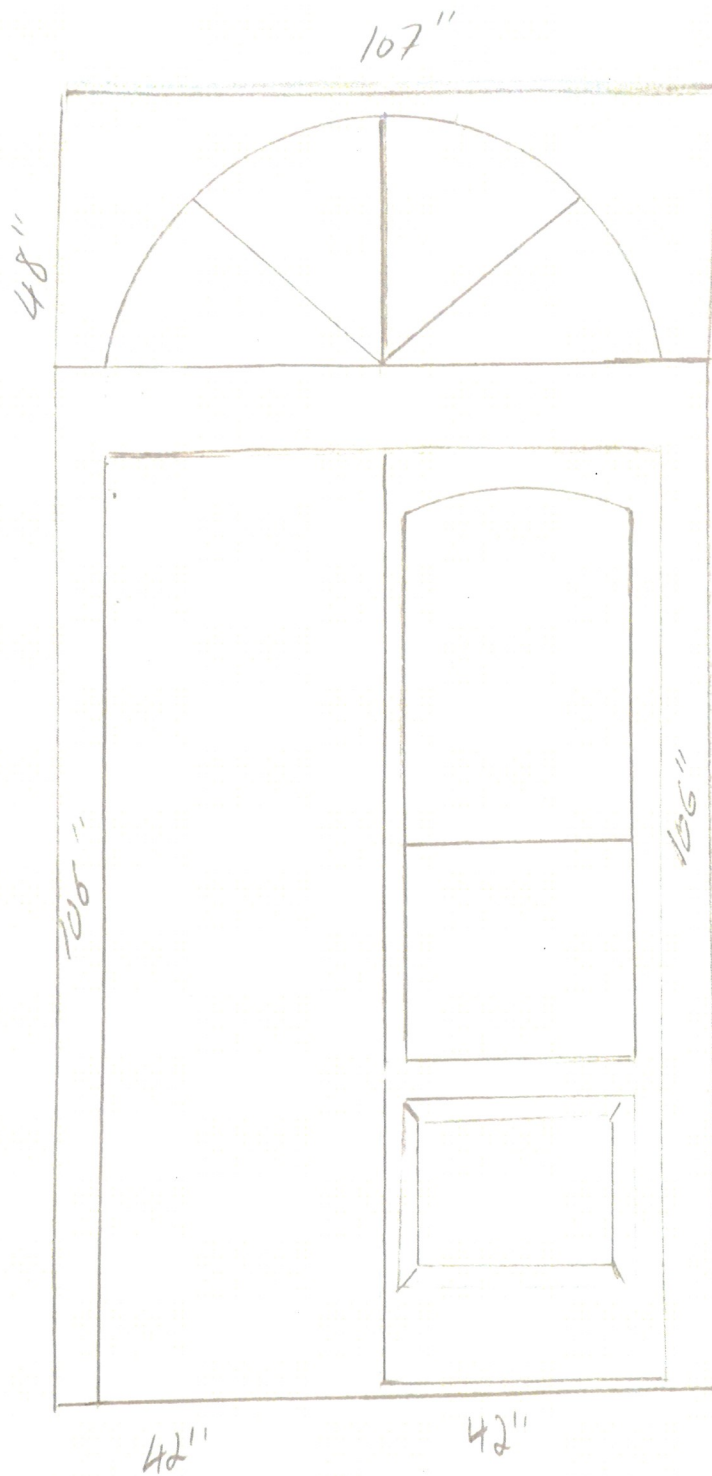
DESCRIPTION	UNIT PRICE	AMOUNT
FRONT DOORS		\$6,000.00
GROUTING AND MORTAR FRONT BUILDING		\$6,500.00
CLEANING FRONT BUILDING		\$2,500.00
PAINTING FRONT DOORS & FRONT WINDOW		\$3,700.00
	SUBTOTAL	\$18,700.00
	TAX RATE	8.25%
	SALES TAX	\$1,542.75
	TOTAL	\$20,242.75
SIDE DOORS		\$6,500.00
GROUTING AND MORTAR SIDE BUILDING		\$8,200.00
CLEANING SIDE BUILDING		\$3,500.00
PAINTING DOORS & WINDOWS		\$2,500.00
	SUBTOTAL	\$20,700.00
	TAX RATE	8.25%
	SALES TAX	\$1,707.75
	TOTAL	\$22,407.75

East St.

Total cost -  
 1st Street - 20,242.75  
 East Street - 22,407.75

total \$ 42,650.50







**Planning Department**

Date \_\_\_\_\_

Recommended \_\_\_\_\_

Rejected \_\_\_\_\_

**FACADE IMPROVEMENT GRANT PROGRAM  
APPLICATION**

Applicant's Name: HATEM Chouchane Date: 9-14-20  
Business Name: Arushas coffee co  
Contact Person: Ernst Jacques  
Mailing Address: 126 N. E St Belton Tx 76513  
Phone: 254 933 2233 Fax: \_\_\_\_\_  
E-mail: arushascoffeeco@gmail.com

Details of Planned Improvements (attach additional paper if necessary).

Facade renovations, Restore and  
reinstall existing front doors, Grouting  
and mortar.

If you are using a contractor (not required), please list the names of contractors from whom you have received proposals (list in order of preference):

1. Macill contractors
2. \_\_\_\_\_
3. \_\_\_\_\_

Bids shall be submitted on the contractor's letterhead and shall contain the contractor's name, address, telephone number, and shall itemize the bid in a manner that allows city staff to determine the authenticity of the bid. If you are doing the work yourself, please have costs or bids prepared for materials and labor.

Total cost of improvement project: \$ 42,650

Amount of Grant requested: \$ 20,000

Amount to be paid by the applicant: \$ 22,650

Anticipated completion date: \_\_\_\_\_

[Signature]  
Applicant's signature

9-16-20  
Date





## FACADE IMPROVEMENT GRANT PROGRAM AGREEMENT

---

I have met with the Planning Department, and I fully understand the Facade & Sign Reimbursement Grant Procedures and Details established by the Belton City Council.

I intend to use this Grant program for the aforementioned renovation projects to forward the efforts of the downtown revitalization and historic preservation program.

I have read the Facade Grant Application Procedures and Guidelines.

I understand that, if I am awarded a Facade Improvement Incentive Grant by the City of Belton, any deviation from the approved project may result in the partial or total withdrawal of the Facade Improvement Grant. Upon completion, the facade must be maintained for a period of 3 years from the time of construction. If the facade is altered for any reason within 3 years of construction, I will be required to reimburse the City of Belton immediately for the full amount of the Facade Improvement Grant.

Arasha coffee co  
Business/Organization Name

[Signature] 9-16-20  
Applicant's Signature Date

[Signature] 9-16-20  
Building Owner's Signature Date

-----

Caryl Maxwell 9-30-2020  
Planning Director Recommendation Date

\_\_\_\_\_  
Mayor Approval Date



# HPC CASE # H-20-12 - REGISTERED



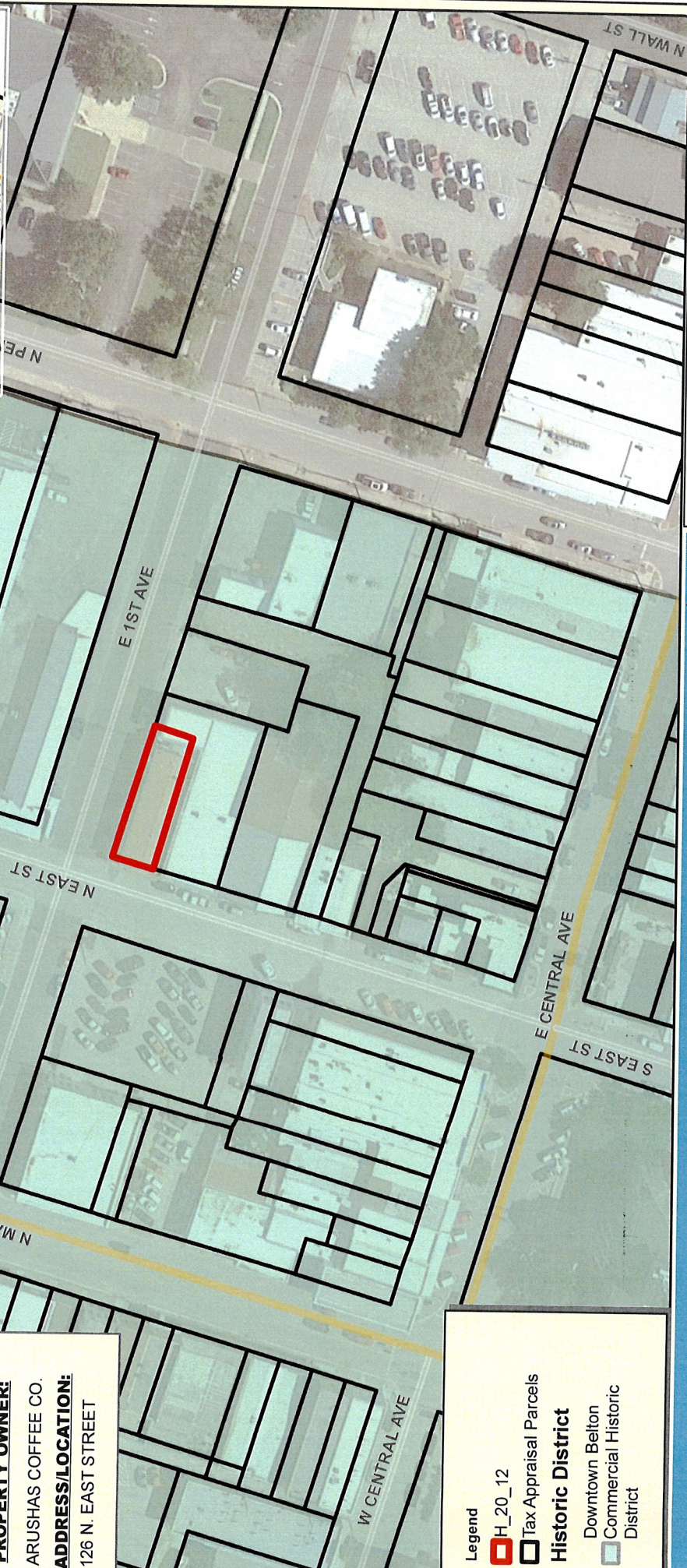
**REQUEST:**  
RESTORE FACADE AND  
ADD NEW REAR DOOR

**LEGAL DESCRIPTION:**  
BELTON ORIGINAL,  
BLOCK 005, LOT PT 3,  
(N 30.99' OF 3).

**PROPERTY OWNER:**  
ARUSHAS COFFEE CO.

**ADDRESS/LOCATION:**  
126 N. EAST STREET

- Legend**
- H\_20\_12
  - Tax Appraisal Parcels
  - Historic District**
  - Downtown Belton
  - Commercial Historic District



Map Date: 9/24/2020 Aerial Imagery Date: 2018



Maps and data are for informational purposes and may not have been prepared for or be suitable for legal, engineering or other professional purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries. No warranty is made by the City of Belton regarding specific accuracy or completeness.



# HPC CASE # H-20-12 AERIAL



**REQUEST:**

RESTORE FACADE AND  
ADD NEW REAR DOOR

**LEGAL DESCRIPTION:**

BELTON ORIGINAL,  
BLOCK 005, LOT PT 3,  
(N 30.99' OF 3),

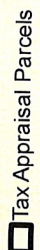
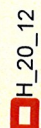
**PROPERTY OWNER:**

ARUSHAS COFFEE CO.

**ADDRESS/LOCATION:**

126 N. EAST STREET

**Legend**



Map Date: 9/24/2020 Aerial Imagery Date: 2018

0 12.5 25 50 Feet



Maps and data are for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries. No warranty is made by the City of Belton regarding specific accuracy or completeness.



**NOTICE OF APPLICATION  
FOR A  
CERTIFICATE OF APPROPRIATENESS REQUEST**

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: ARUSHAS COFFEE COMPANY  
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 126 N. EAST STREET  
LOCATED IN THE DOWNTOWN BELTON HISTORIC DISTRICT,  
FOR ordinary facade maintenance, replacement of non-historic door, and creation of a new opening/door for  
non-historic addition.

THE HISTORIC PRESERVATION COMMISSION WILL HOLD A PUBLIC HEARING PURSUANT TO THIS REQUEST AT **5:00 P.M., Thursday, October 8, 2020** IN THE WRIGHT ROOM AT THE T.B. HARRIS CENTER, 401 N. ALEXANDER, BELTON, TEXAS.

AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN BY ATTENDING THESE HEARINGS. YOU MAY SUBMIT WRITTEN COMMENTS ABOUT THIS ZONING CHANGE BY COMPLETING THIS FORM AND RETURNING IT TO THE ADDRESS BELOW. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT PLANNER AND HISTORIC PRESERVATION OFFICER, TINA MOORE AT 254-933-5891.

NOTE: To mitigate the spread of COVID-19, this meeting may be closed to in-person attendance by the public. If closed, Board members may 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](https://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 Planner and Historic Preservation Officer Tina Moore at [TMoore@BeltonTexas.gov](mailto:TMoore@BeltonTexas.gov) prior to 1:00 p.m. on October 8, 2020.

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

Circle one

AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUEST PRESENTED IN THE APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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



# HPC CASE # H-20-12



## REQUEST:

RESTORE FACADE AND  
ADD NEW REAR DOOR

## LEGAL DESCRIPTION:

BELTON ORIGINAL,  
BLOCK 005, LOT PT 3,  
(N 30.99' OF 3),

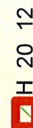
## PROPERTY OWNER:

ARUSHAS COFFEE CO.

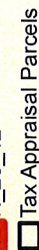
## ADDRESS/LOCATION:

126 N. EAST STREET

## Legend



H-20\_12



Tax Appraisal Parcels

## Historic District

Downtown Belton

Commercial Historic

District



0 25 50 100 Feet

Map Date: 9/24/2020 Aerial Imagery Date: 2018

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Established Belton Since 1888  
www.beltonjournal.com

126A  
1288

126A

1288







16304  
AMBRECO FAMILY LP  
111 N EAST ST  
BELTON, TX 76513-3219

16305  
AMBRECO FAMILY LP  
111 N EAST ST  
BELTON, TX 76513-3219

16306  
AMBRECO FAMILY LP  
111 N EAST ST  
BELTON, TX 76513-3219

38233  
ARLDT-ROBERTS, DIANA  
4805 LAKEAIRE CIR  
TEMPLE, TX 76502-6833

147032  
BAIRD, GARY L ETUX GAYLYN J  
1451 GLEN HOLLOW RD  
BELTON, TX 76513

58428  
BELL COUNTY  
PO BOX 768  
BELTON, TX 76513-0768

64575  
BELL COUNTY  
PO BOX 768  
BELTON, TX 76513-0768

8533  
BELL COUNTY MUSEUM  
PO BOX 1381  
BELTON, TX 76513-5381

10144  
BELTON ECONOMIC DEVELOPMENT  
CORPORATION  
PO BOX 1388  
BELTON, TX 76513-5388

439788  
BLUTTO PROPERTIES LLC  
PO BOX 236  
BELTON, TX 76513-0236

54460  
CABRERA, NOE D ETUX GUADALUPE  
1520 SHADY LOOP  
KILLEEN, TX 76549-6534

40595  
CENTRAL 76513 TRUST  
4413 SCOTTSDALE  
AUSTIN, TX 78721

69780  
CHISHA LLC  
2391 W HIGHWAY 190  
BELTON, TX 76513

20406  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

20407  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

20408  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

20409  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513

13283  
FT RENTAL LLC  
524 ARMSTRONG DR  
BELTON, TX 76513

56702  
GAINES, ROBERT D  
1217 W AVENUE J  
BELTON, TX 76513-3715

20066  
GLEN-RIDDLE MANOR PROPERTIES  
LLC  
400 N PEARL ST  
BELTON, TX 76513

114689  
GUNTER REAL ESTATE HOLDINGS  
LLC  
PO BOX 25  
SALADO, TX 76571

135279  
GUNTER REAL ESTATE HOLDINGS  
LLC  
PO BOX 25  
SALADO, TX 76571

486808  
LINNEMANN, MICHAEL E ETUX  
PRISCILLA  
2205 SUNRISE DR  
BELTON, TX 76513-1039

66453  
LUCE, DOYLE  
115 N MAIN ST  
BELTON, TX 76513-3209

92483  
MACEY FAMILY REVOCABLE TRUST  
PO BOX 1957  
TEMPLE, TX 76503-1957

92484  
MACEY FAMILY REVOCABLE TRUST  
PO BOX 1957  
TEMPLE, TX 76503-1957

25210  
MCWHA, KENNETH R  
456 WOODLAND POINT RD  
BELTON, TX 76513-6747

51259  
MKGRGHMCG LLC  
PO BOX 989  
SALADO, TX 76571

30891  
OAKFIRE PIZZA AND BREW LLC  
107 N EAST ST  
BELTON, TX 76513

117830  
RIDDLE, MARIA AIDA  
400 N PEARL ST  
BELTON, TX 76513



30889

SERIES C OF BOESELT GROUP  
PROPERTIES LLC  
113 N EAST ST  
BELTON, TX 76513

104911

SHERTZER, MARK ETUX FAITH  
445 N WALL ST  
BELTON, TX 76513

103292

SHINE BRANCH LLC  
500 N LOOP 121  
BELTON, TX 76513

1699

SJD OAK RIDGE INVESTMENTS LLC -  
SERIES B  
121 N 31ST ST  
TEMPLE, TX 76504-2421

5006

VALCHAR, RICKY L ETUX LEILA  
121 N EAST ST  
BELTON, TX 76513

44151

WELLS, JOE ALLAN  
401 S 1ST ST  
TEMPLE, TX 76504-5540

58429

WELLS, JOE ALLAN  
401 S 1ST ST  
TEMPLE, TX 76504-5540

99788

WILD MILLER RESTAURANT  
DEVELOPMENT LLC  
PO BOX 2086  
BELTON, TX 76513-6186



Minutes of the  
**Historic Preservation Commission (HPC)**  
City of Belton  
333 Water Street  
Thursday, October 8, 2020

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The Historic Preservation Commission met at 5:00 P.M. in the Wright Room, Harris Community Center. The following Commission members were present: Chair TC Lipe, Barrett Covington, Ann Carpenter (via Zoom), Tammie Baggerly and Ann West (via Zoom). The following staff members were present: Interim Director of Planning Bob VanTil, Planner and HPO Tina Moore, Planning Clerk Laura Livingston and IT Specialist Alex Munger.

**1. Call To Order.**

Commission Chair Lipe called the meeting to order at 5:00 p.m.

**2. Public comments.**

Commission Chair Lipe asked if anyone from the public would like to speak, and with no requests, the public comment period was closed.

**3. Approve the minutes from the previous meetings. (Audio 1:45)**

Commission member Ms. Carpenter made a motion to approve the minutes from the September 10, 2020 meeting. Commission member Ms. Baggerly seconded the motion. The minutes were approved with 5 ayes, 0 nays.

**4. H-20-12 Consider a Certificate of Appropriateness (COA) and the Façade Improvement Grant for ordinary maintenance and new doors at 126 N. East Street, located in the Downtown Belton Commercial Historic District, at the southeast corner of North East and South 1st Streets. (Audio 2:42)**

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

Commission member Ms. Baggerly asked about signage and if the applicant is proposing to change their sign? Ms. Moore said they are planning to install the same sign.

Commission member Ms. Baggerly asked about the awning and if they will remain. Ms. Moore said yes, they will remain.

Commission member Mr. Covington and Ms. Moore discussed the green door and that the door will remain green. Commission member Ms. West believed the cleaning of the stone and grout will look very nice.

Ms. Cynthia Hernandez, Executive Director of the Belton Economic Development Corporation, complimented the FIG program and Ms. Moore's role in this process.



Arusha's Coffee Company  
126 N. East Street  
FIG for  
Maintenance, Repairs and New Doors





# HPC CASE # H-20-12 AERIAL

**REQUEST:**

RESTORE FACADE AND  
ADD NEW REAR DOOR

**LEGAL DESCRIPTION:**

BELTON ORIGINAL,  
BLOCK 005, LOT PT 3,  
(N 30.99' OF 3),


**PROPERTY OWNER:**


ARUSHAS COFFEE CO.

**ADDRESS/LOCATION:**

126 N. EAST STREET

**Legend**

 H\_20\_12

 Tax Appraisal Parcels

Map Date: 9/24/2020 Aerial Imagery Date: 2018

0 12.5 25 50  
Feet



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# Maintenance and Repairs





# Maintenance and Repairs





# Doors





# Façade Improvement Grant

- The total project cost is estimated at: \$42,650.50
- Property fronts both North East Street and East 1<sup>st</sup> Ave – eligible for \$10,000 per façade. Maximum available is \$20,000.
- The applicant requests the maximum match amount of \$20,000.
- Applicant requests reimbursements in installments for every \$5,000 invested. Applicant provides receipt for every \$5,000; City to reimburse \$2,500 – 8 Total Payments.



**REQUEST:**

RESTORE FACADE AND  
ADD NEW REAR DOOR

**LEGAL DESCRIPTION:**

BELTON ORIGINAL,  
BLOCK 005, LOT PT 3,  
(N 30.99' OF 3),


**PROPERTY OWNER:**


ARUSHAS COFFEE CO.

**ADDRESS/LOCATION:**


126 N. EAST STREET


**Legend**

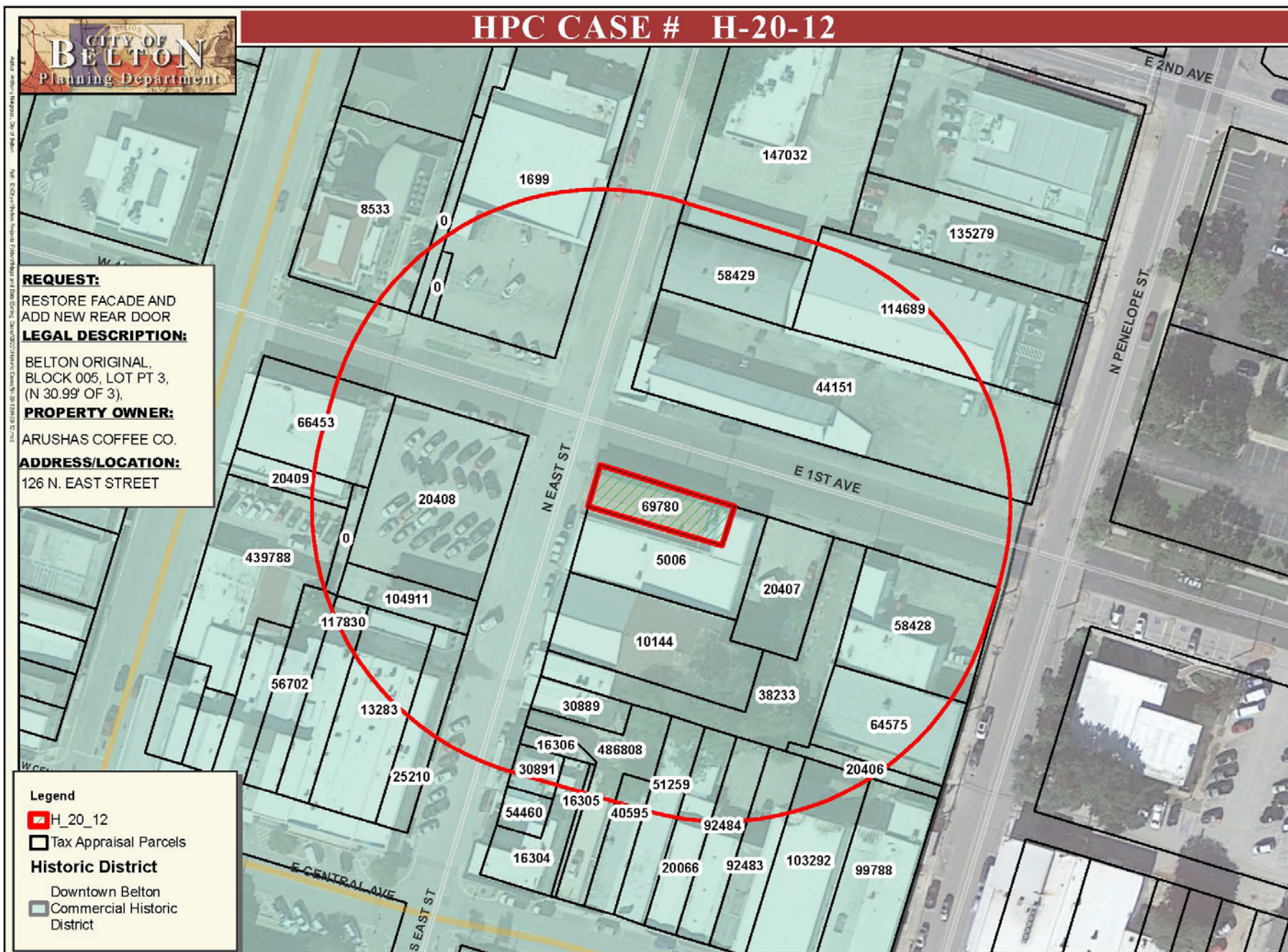
 H\_20\_12

 Tax Appraisal Parcels

**Historic District**

 Downtown Belton

 Commercial Historic District





# Recommendation

The Historic Preservation Commission met on October 8, 2020, and with a vote of 5-0 unanimously recommended approval of this Façade Improvement Grant in the amount of \$20,000.

Staff concurs with this recommendation.





# Staff Report – City Council Agenda Item

## Agenda Item #7

Consider authorizing the purchase of police vehicles as provided for in the Capital Equipment Replacement Fund.

### Originating Department

Police Department – Gene Ellis, Assistant City Manager/Chief of Police

### Background

Nearly six years ago, City Council authorized the transfer of funds to establish a Capital Equipment Replacement Fund. The Capital Equipment Replacement Fund has been successful at creating a level funding mechanism to sustain the City fleet of vehicles and equipment. The FY 2021 budget contains funding to purchase and equip five new vehicles for the Police Department.

We are seeking authorization to purchase one Chevrolet Tahoe PPV, three Ford Interceptor PPV, and one unmarked Ford Explorer SUV to be used by our detectives. The vehicles will be purchased without emergency equipment. The installation of emergency equipment will be performed separately at a cost of approximately \$15,000 per marked patrol vehicle by CAP Upfitters in Belton. Equipment and installation for the unmarked vehicle will be less than \$200 and will be performed by Belton Public Works. Two radios, two in-car camera systems, four radar systems, and a few other items will be purchased directly from the manufacturer and then installed locally. The Chevrolet Tahoe PPV will be purchased from Caldwell Country Chevrolet using the BuyBoard purchasing agreement. The three Ford Interceptor PPVs and the unmarked Ford Explorer will be purchased from Silsbee Ford, all using TIPS USA Transportation purchasing agreement.

We have been purchasing either Ford Explorer PPVs or Chevrolet Tahoe PPVs, depending on the cost for the past several years; however, due to availability at the dealerships, it is recommended to buy three Fords and one Chevrolet. This recommendation takes into consideration the size of several officers that are over six feet two inches. We will be replacing two Tahoes from the fleet, and the purchase of one will allow us to salvage and use equipment from the replaced vehicle. Additionally, availability of 2021 model year vehicles is still unknown due to delays in production and COVID restrictions. The recommended Chevrolet Tahoe and Ford Interceptors are available for immediate purchase and delivery when approved. The unmarked Ford Explorer will be ordered with an estimated 120-180 day arrival.



<b>Police Vehicles x3</b>	<b>Ford Interceptors</b>
Base Price \$33,408 each	\$100,224
Upfitting* Approx. \$15K per car	\$42,733
	<b>Chevrolet Tahoe</b>
Base Price \$35,988 each	\$35,988
Buyboard Fee	\$400
Upfitting* Approx. \$15K per car	\$14,942
Two Camera Systems	\$11,340
Radar Systems	\$9,490
Two Radio Systems	\$5,600
Cradle Point Routers	\$1,900
<b>Total Patrol Vehicles</b>	<b>\$222,617</b>

\*Price can vary per vehicle based on the amount of equipment from retiring cars we can re-use.

<b>Detective Vehicle x1</b>	<b>Ford Explorer</b>
Base Price	\$28,490
Upfitting and Fees	\$200
Total for 1 Vehicle	\$28,690

**Total All Vehicles                      \$251,307**

### **Fiscal Impact**

Amount:        **\$251,307 (\$251,569 Budgeted)**

Budgeted:    ☒ Yes        ☐ No

Funding Source(s): FY 2021 Capital Equipment Replacement Fund

### **Recommendation**

Recommend approval for purchase of three Ford Interceptor PPVs and one unmarked Ford Explorer from Silsbee Ford using TIPS USA Transportation contract #200206. Additionally approval for purchase of one Chevrolet Tahoe from Caldwell Country Chevrolet using BuyBoard contract #601-19.

### **Attachments**

**Vehicle Quotes**



# Memo

---

**TO** : Chief Ellis  
**FROM** : Lt Fields *K12*  
**CC** : DC Berg  
**DATE** : 10/09/2020  
**SUBJECT** : FY2021 Vehicle Purchase

---



Requests for bids based on a detailed specification sheet were issued to several vendors for a total of four (4) 2020/2021 Ford Explorer (Interceptor K8A) or comparable vehicles. Returning bids came from Sam Pack Ford, Silsbee Ford, Holiday Ford, Caldwell Country Chevrolet, and Defender Supply. (Specification sheets attached)

## Vehicle purchase:

**Sam Pack Ford** submitted one (1) quote for four (4) 2020 Explorers at **\$32,580.36** each, totaling **\$130,321.44**. They do not have any units in the current inventory and each would have to be ordered with a 120-day wait for delivery.

**Silsbee Ford** submitted two (2) quotes. The first quote is for four (4) 2020 Police Interceptor Explorers at **\$33,408.00** each, totaling **\$133,632.00**. They currently have three (3) in stock and available for immediate delivery. The second quote is for four (4) 2021 Police Interceptor Explorers at **\$33,360.50** each, totaling **\$133,442.00**. They currently do not have any in stock. Unit delivery would take an additional 90-120 days from date of order.

**Holiday Ford** submitted one (1) quote for a partially up-fitted 2021 Police Interceptor Explorer at **\$44,692.00**. Additional up-fitting would be required.

**Caldwell Country Chevrolet** submitted one (1) quote for four (4) 2020 Chevrolet Tahoe PPV's at **\$35,988.00** each, totaling **\$143,952.00**. There is an additional buy-board fee associated with this quote of **\$400.00**, bringing the overall total to **\$144,352.00**. They currently have 4 units in stock and ready for immediate delivery.

**Defender Supply** submitted one (1) quote for a partially up-fitted 2020 Chevrolet Tahoe PPV at **\$51,500.00**. Additional up-fitting would be required.

## Up-fitting:

**Cap Fleet Up-fitters** submitted two (2) quotes. The first quote is for up-fitting of a pre-purchased 2020 Chevrolet Tahoe at **\$14,942.00**. The second quote is for up-fitting of three (3) pre purchased 2020 Ford Explorer at **\$42,733.00**.



## Additional Equipment:

**AED market** submitted a quote for three (3) AED devices at **\$995.00** each, totaling **\$2,985.00**.

**Dailey & Wells Communications** submitted a quote for two (2) Harris XG-25M mobile radio systems totaling **\$5,600.18**.

**Stalker Radar** submitted a quote for four (4) dash mounted police radar systems totaling **\$9,490.00**.

**Stop Sticks** submitted a quote for four (4) stop stick kits with storage bag totaling **\$1,915.00**.

**Watch Guard** submitted a quote for Two (2) 4RE in-car systems with options, licensing, and warranties totaling **\$11,340.00**.

**CradlePoint** units are priced at \$995 each, totaling **\$1900.00** for two (2).

## Recommendation:

Purchase three (3) Ford Explorers from Silsbee Ford. These units are on the lot and earmarked for the Belton Police Department. Further, purchase one (1) Chevrolet Tahoe from Caldwell County Chevrolet. Have each vehicle up-fitted by Caps Fleet Up-fitters. Order two (2) complete watch guard units and recycle two (2) units from 11-2 and 13-1. Order 4 Stalker Radar units from Stalker at a \$1200.00 savings over having them added to the up-fitting order. Order two (2) Harris XG-25M mobile radio systems from Dailey & Wells Communications and recycle two (2) radios from 11-2 and 13-1. Two (2) cradle points can be recycled from outgoing fleet vehicles and two (2) ordered.

Three 2020 Ford Explorers from Silsbee Ford @ \$33,408.00 each	\$100,224.00
Upfitting of 3 above vehicles from Cap Fleet @ \$42,733.00	\$ 42,733.00
One 2020 Chevrolet Tahoe from Caldwell County @ \$35,998.00	\$ 35,988.00
Upfitting of above vehicle from Cap Fleet @ \$15,942.00	\$ 14,942.00
Two Watch guard systems	\$ 11,340.00
Four dash mount radar system from Stalker @ \$9,490.00	\$ 9,490.00
Two Harris XG-25M mobile radio systems @ \$5,600.18	\$ 5,600.18
Two Cradlepoint units	\$ 1,900.00
<b>Total:</b>	<b>\$222,217.18</b>

**This is \$2,570.82 below the budgeted \$224,788.**





**DETAILED SPECIFICATIONS  
FOR  
Patrol Vehicle Purchase**

1. **GENERAL:** 2020/2021 Ford Explorer. Must be new regular production model that is manufactured according to advertised design. Any optional or other features added to meet these specifications must be installed at the production line, or acceptable equivalent quality standards.
2. **SERVICE:** This unit must be of a make and model sold and serviced by the factory authorized dealer with facilities within fifty (50) mile radius of the City of Belton.
3. **COLOR:** Black
4. **SERVICE MANUAL:** Yes
5. **INTERIOR:** Cloth Bucket Front/Vinyl Second Row Seat
6. **ENGINE:** 3.7 Liter or larger
7. **TRANSMISSION:** Automatic
8. **STEERING:** Power
9. **TIRES:** Quality Rating for Police Use
10. **DOOR:** Four (4) doors with power locks and keyless entry
11. **WINDOWS:** Power
12. **ADDITIONAL EQUIPMENT:** Vehicles must be equipped with the following:
  - a. Spare tire
  - b. AM/FM Radio
  - c. Service Manuals
  - d. Heater and Air Conditioner
  - e. Rear View Camera
  - f. Rubber Floor
  - g. Cruise Control
  - h. Rear Aux AC
  - i. Driver Side Spot Light
  - j. Pre-drilled front/rear lights & grill wiring package
  - k. Courtesy Lamp Disabled
13. **INSPECTION:** Vehicle must be delivered with a current valid Texas Motor Vehicle Inspection.
14. **WARRANTY:** Manufacturer must provide a standard mileage and drive train warranty.
15. **DELIVERY TIME:** The City of Belton intends to solicit a delivery time as a part of the bid on this item of 90 to 120 days from the date of order.
16. **DEVIATION FROM THESE SPECIFICATIONS:** The bidder will outline on the Bid Form any deviations from the prepared specifications.



17. **SALES TAX:** The City of Belton is exempt from any sales taxes and you should not include such taxes in this bid. You must not include any other taxes that the City of Belton might be exempt from.
18. **Term OF BID:** All bids submitted will be good and remain firm for thirty (90) days from the date you submit the bid, and no bidder may withdraw his bid within thirty (90) days after the actual date of the bid opening.
19. **BID based on preferred cooperative contact pricing (Buy Board, TX Smart Buy, HGAC Buy)**
20. **RESERVATIONS:** The City of Belton reserves the right to reject any or all bids/quotes, to waive any informality in bidding, and to award as may be advantageous to the City.



**DETAILED SPECIFICATIONS  
FOR  
Patrol Vehicle Purchase**

1. **GENERAL:** 2020/2021 Chevrolet Tahoe. Must be new regular production model that is manufactured according to advertised design. Any optional or other features added to meet these specifications must be installed at the production line, or acceptable equivalent quality standards.
2. **SERVICE:** This unit must be of a make and model sold and serviced by the factory authorized dealer with facilities within fifty (50) mile radius of the City of Belton.
3. **COLOR:** Black
4. **SERVICE MANUAL:** Yes
5. **INTERIOR:** Cloth Bucket Front/Vinyl Second Row Seat
6. **ENGINE:** 5.3 Liter or larger
7. **TRANSMISSION:** Automatic
8. **STEERING:** Power
9. **TIRES:** Quality Rating for Police Use
10. **DOOR:** Four (4) doors with power locks and keyless entry
11. **WINDOWS:** Power
12. **ADDITIONAL EQUIPMENT:** Vehicles must be equipped with the following:
  - a. Spare tire
  - b. AM/FM Radio
  - c. Service Manuals
  - d. Heater and Air Conditioner
  - e. Rear View Camera
  - f. Rubber Floor
  - g. Cruise Control
  - h. Rear Aux AC
  - i. Driver Side Spot Light
  - j. Pre-drilled front/rear lights & grill wiring package
  - k. Courtesy Lamp Disabled
13. **INSPECTION:** Vehicle must be delivered with a current valid Texas Motor Vehicle Inspection.
14. **WARRANTY:** Manufacturer must provide a standard mileage and drive train warranty.
15. **DELIVERY TIME:** The City of Belton intends to solicit a delivery time as a part of the bid on this item of 90 to 120 days from the date of order.
16. **DEVIATION FROM THESE SPECIFICATIONS:** The bidder will outline on the Bid Form any deviations from the prepared specifications.



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19. **BID based on preferred cooperative contact pricing (Buy Board, TX Smart Buy, HGAC Buy)**
20. **RESERVATIONS:** The City of Belton reserves the right to reject any or all bids/quotes, to waive any informality in bidding, and to award as may be advantageous to the City.



QUOTE# BL20006

## CONTRACT PRICING WORKSHEET

End User: CITY OF BELTON			Contractor: CALDWELL COUNTRY		
Contact Name: CHIEF LARRY BERG			CALDWELL COUNTRY		
Email: LBERG@BELTONTXAS.GOV			Prepared By: Ben Laureano		
Phone #: 254-933-5848			Email: ben@caldwellcountry.com		
Fax #:			Phone #: 979-567-6129		
Location City & State: BELTON, TX 76513			Fax #: 979-567-0853		
Date Prepared: SEPTEMBER 23, 2020			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #601-19			Tax ID # 14-1856872		
Product Description: 2020 CHEVROLET TAHOE PPV					
A Base Price & Options:					\$35,988
B Published Options					
Code	Description	Cost	Code	Description	Cost
	CC15706 TAHOE 2WD POLICE VEHICLE, LH SPOTLIGHT, 5.3L-V8, 6-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, CLOTH FRONT SEAT/VINYL REAR BENCH, FULL RUBBER FLOOR, AIR CONDITION FRONT AND REAR, AMFM-STEREO W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH, REAR VISION CAMERA, POWER ADJUSTABLE PEDALS, FORWARD COLLISION ALERT, LANE KEEP ASSIST W/ LANE DEPARTURE WARNING	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					



Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E	Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)				\$35,988
	Quantity Ordered				4
X					
Subtotal E					\$143,952
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUYBOARD FEE					\$400
G. Color of Vehicle: BLACK					
H. Total Purchase Price (E+F)					\$144,352
Estimated Delivery Date:				IN STOCK UNITS (X4) IMMEDIATE DELIVERY	





## PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES  
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BELTON

Prepared by: MICHAEL WILEY

Contact: DANIEL AGUIRRE

Phone: 254-541-9061

Email: daquirre@beltontexas.gov

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD EXPLORER

Date: October 16, 2020

A. Bid Item: 1

A. Base Price: \$ 28,490.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K7B	2021 BASE MODEL RWD	\$ -			
	2.3L I4 ECOBOOST; 10-SPD AUTOMATIC	INCL			
	FRONT AND REAR A/C	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	CRUISE CONTROL; AM/FM BLUETOOTH	INCL			
	CLOTH SEATS; CARPET FLOORS	INCL			
	ALUMINUM WHEELS	INCL			

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

### C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price
BLACK	COLOR		
2021 MODELS TO ARRIVE IN 120-180 DAYS	DELIVERY		

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 28,490.00

I. Quantity Ordered 1 x H =

\$ 28,490.00

J. Trade in:

\$ -

K. License Plate Doc Fee

\$ -

L. Total Purchase Price

\$ 28,490.00





## PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES  
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BELTON

Contact: ALLEN FIELDS

Email: [afields@beltontexas.gov](mailto:afields@beltontexas.gov)

Product Description: FORD POLICE INTERCEPTOR

Prepared by: MICHAEL WILEY

Phone: 254-541-9061

Email: [mwiley.silsbeefleet@gmail.com](mailto:mwiley.silsbeefleet@gmail.com)

Date: September 14, 2020

A. Bid Item: 62

A. Base Price: \$ 33,326.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2020 AWD UTILITY	\$ -	55F	KEYLESS ENTRY (4) FOBS	\$ 340.00
	3.3L V6; 6-SPD AUTOMATIC	INCL	60A	GRILL WIRING	\$ 50.00
	A/C; RUBBER FLOOR	INCL	61B	OBD2 SPLIT CONNECTOR	\$ 55.00
	POWER WINDOWS AND LOCKS	INCL	86T	TAILLAMP HOUSING PREP	\$ 60.00
	CRUISE CONTROL; AM/FM BLUETOOTH	INCL	59B	FLEET KEYED ALIKE 1284X	\$ 50.00
	CLOTH FRONT VINYL REAR SEATS	INCL			
17A	REAR A/C	\$ 610.00			
51R	DRIVER SIDE LED SPOTLIGHT	\$ 395.00			

Total of B. Published Options: \$ 1,560.00

Published Option Discount (5%) \$ (78.00)

### C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price
BLACK STOCK UNITS	COLOR		
ONLY FOUR LEFT TO THIS SPEC AVAILABLE	DELIVERY		
STOCK UNITS WILL BE ARRIVING IN OCTOBER			

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: MY20K8A17A99B PKG

\$ (1,400.00)

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 33,408.00

I. Quantity Ordered 3 x H =

\$ 133,632.00

J. Trade in:

\$ -

K. License Plate Doc Fee

\$ -

L. Total Purchase Price

\$ 133,632.00





# CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC  
2603 Taylors Valley Road  
Belton, TX 76513  
Phone: 254-773-1959

## Quote

Date 10/09/2020  
Quote # CAPQ62456

Name / Address  
BELTON, CITY OF  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

Ship to:  
BELTON, CITY OF  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

Salesperson: Matt Gann  
Email : mgann@capfleetupfitters.com  
VIN :  
End User: Belton PD

Year : 2020  
Make : Chevrolet  
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
		BELTON, CITY OF - CHEVROLET TAHOE		
GRAPHICS	1	CUSTOM GRAPHICS NOTES: Graphics W/ install	\$ 900.00	\$ 900.00
TREMCO	1	Tremco - 2020 Chevrolet Tahoe PPV NOTES: Anti Theft	\$ 120.00	\$ 120.00
		EXTERIOR		
5165-2L61	1	2015-20 Chevy Tahoe 2-Light "LR Series" Push Bumper (Whelen ION) NOTES: Grille Guard - Center Section	\$ 350.00	\$ 350.00
I3JC	2	TRIO ION R/B W/ WHT OVERRIDE NOTES: Forward Facing in Light Channel	\$ 150.00	\$ 300.00
		EMERGENCY LIGHTING / CONTROLLER		
LGYSMK55DUOCAR-DE	1	55" LEGACY FULLY POPULATED W/SMOKE LENSES W/TAKEDOWNS & ALLEYS (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER BLUE/WHITE FRONT; BLUE/AMBER REAR); CCSRN5 CARBIDE SIREN; SA315P SPEAKER; SAK*; STPKT*	\$ 2,638.00	\$ 2,638.00
GBS2DEDE	1	55" WC LEGACY DUO BAR W/SMOKED LENSES NOTES: Overhead Light Bar	\$ 0.00	\$ 0.00
CCSRN5	1	CARBIDE SIREN SYS W/ CANPORT NOTES: Siren Controller	\$ 0.00	\$ 0.00
SA315P	1	SA315P SPEAKER, BLACK PLASTIC NOTES: Siren Speaker	\$ 0.00	\$ 0.00
CC5K2	1	CCSRN5 INSTALL KIT CHEVY TAHOE NOTES: Carbide Install Harness	\$ 0.00	\$ 0.00
CANCTL7	1	CANTROL CONTROLLER 21 PUSH-BUTTON, 4- POSITION SLIDE SWITCH NOTES: Controller Interface	\$ 0.00	\$ 0.00
STPKT93	1	LIGHTBAR STRAP KIT # 93 NOTES: LB Strap Kit	\$ 0.00	\$ 0.00
SAK63P	1	2017 TAHOE SIREN SPKR BRKT PASSENGER SIDE NOTES: Siren Speaker Bracket	\$ 0.00	\$ 0.00
S-3017	1	Hammer Siren NOTES: LF Speaker	\$ 200.00	\$ 200.00





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CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

Salesperson: Matt Gann  
Email : mgann@capfleetupfitters.com  
VIN :  
End User: Belton PD

Year : 2020  
Make : Chevrolet  
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
HAMB-002	1	HAMMER BRACKET TAHOE 15+ NOTES: LF Speaker Bracket	\$ 45.00	\$ 45.00
I3JC	4	TRIO ION R/B W/ WHT OVERRIDE NOTES: See Below 2 EA LP Bracket + 1 EA Cargo Side Glass	\$ 150.00	\$ 600.00
IONBKT1	1	ION LICENSE PLATE BKT HORIZ. NOTES: LP Bracket	\$ 23.00	\$ 23.00
ENT2B3RBW	2	Intersector Under Mirror/Surface Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 18 LED, Tricolor - Red/Blue/White NOTES: Side Mirror	\$ 150.00	\$ 300.00
FN-8816-RB	1	FUSION ROCKER PANEL 180R-180B-40R-40B-40R-40B- 180R-180B NOTES: Rocker Panel	\$ 650.00	\$ 650.00
FN-8816-4R4B	2	FUSION ROCKER PANEL WITH 4 RED AND 4 BLUE	\$ 0.00	\$ 0.00
FN-4416	6	HEADLINER BRACKET	\$ 0.00	\$ 0.00
TLI2J	2	ION T-SERIES LINEAR DUO R/B NOTES: Lift Gate Lip - Visible to rear when open	\$ 115.00	\$ 230.00
RPWS45	1	ION REARPILLAR WC SOLO TAHOE NOTES: Rear Pillar	\$ 850.00	\$ 850.00
OEIONR	3	ADD 1 RED ION OUTER EDGE NOTES: DS - Rear Pillar	\$ 0.00	\$ 0.00
OEIONB	3	ADD 1 BLUE ION OUTER EDGE NOTES: PS - Rear Pillar	\$ 0.00	\$ 0.00
CONSOLE AND RELATED COMPONENTS				
C-VS-1500-TAH-1	1	2015 Chevrolet Tahoe Vehicle Specific 15" Console NOTES: Center Console	\$ 345.00	\$ 345.00
C-CUP2-I-A11	1	Dual 11? angled Internal cup holders NOTES: Console Cup Holder	\$ 40.00	\$ 40.00
C-EB20-WGD-1P	1	1-PEICE EQUIP MOUNTING BRACKET, 2" MOUNTING SPACE, FITS WATCHGUARD 4RE DVR NOTES: Faceplate - Watchquard	\$ 0.00	\$ 0.00
C-EB40-CCS-1P	1	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN CENCOM,CCSRN,CCSRNTA,MPC03	\$ 0.00	\$ 0.00
C-EB30-XG2-1P	1	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Harris XG-25M model DM-M78B NOTES: Faceplate - Harris Radio	\$ 0.00	\$ 0.00





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Ship to:  
BELTON, CITY OF  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

Salesperson: Matt Gann  
Email : mgann@capfleetupfitters.com  
VIN :  
End User: Belton PD

Year : 2020  
Make : Chevrolet  
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
OP-5302USB	1	3 constant hot 12V outlets with rubber covers - 1 double USB port NOTES: Faceplate - Power Outlets	\$ 50.00	\$ 50.00
C-MCB	2	Mic clip bracket NOTES: Mic Clip Bracket	\$ 10.00	\$ 20.00
C-MCB	2	Mic clip bracket NOTES: Mic Clip Bracket	\$ 10.00	\$ 20.00
		MOBILE DATA RELATED EQUIPMENT		
CS-CRADLEPOINT	1	CUSTOMER SUPPLIED CRADLEPOINT	\$ 0.00	\$ 0.00
C-DMM-3003	1	Swing Up Device Mount for 2015-2019 Chevrolet Tahoe NOTES: Dash Mount	\$ 300.00	\$ 300.00
UT-2006	1	CUSTOM RUGGED CRADLE FOR MICROSOFT SURFACE PRO3 OR 4 (WITH OR WITHOUT UAG CASE) NOTES: Cradle	\$ 200.00	\$ 200.00
UT-2006-KIT	1	ADAPTOR KIT TO SECURE MICROSOFT SURFACE PRO 3 OR 4 IN UNIVERSAL RUGGED CRADLE UT-2001 NOTES: Adapter	\$ 36.00	\$ 36.00
		2ND ROW CONTAINMENT		
P1000T15AOSB	1	Single Compartment, Pro-cell, 1/2 Partition, Passenger Side Only Outboard Seat Belts NOTES: Single Cell	\$ 2,000.00	\$ 2,000.00
		WEAPON MOUNTING SYSTEM		
SC-917-5	2	RAPID-ADJUST UNIVERSAL GUN RACK WITH NEW SC-6 XL LOCK NOTES: mount 1 on partition between driver/passenger	\$ 200.00	\$ 400.00
		RADAR & RELATED COMPONENTS		
CS-RADAR	1	CUSTOMER SUPPLIED RADAR NOTES: Stalker Dual SL	\$ 0.00	\$ 0.00
		MISCELLANEOUS		
AX500T	1	FIRE EXTINGUISHER NOTES: Fire Extinguisher	\$ 70.00	\$ 70.00
425-2273	1	12V Lighter Replacement NOTES: Mounted in PS Wheel Well (Interior)	\$ 10.00	\$ 10.00





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PO BOX 120  
BELTON, TX 76513-0120

Salesperson: Matt Gann  
Email : mgann@capfleetupfitters.com  
VIN :  
End User: Belton PD

Year : 2020  
Make : Chevrolet  
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
CS-RADIO	1	RADIO & RELATED COMPONENTS CUSTOMER SUPPLIED RADIO NOTES: Harris XG25M	\$ 0.00	\$ 0.00
386825	1	760-870 PHANTOM ANTENNA, BLACK TRAB7603	\$ 50.00	\$ 50.00
338265	1	3/4" MOUNT, 25' RG58/U MINI-UHF LOOSE	\$ 20.00	\$ 20.00
		IN-CAR AUDIO / VIDEO RECORDING SYSTEM		
CS-CAMERA	1	CUSTOMER SUPPLIED CAMERA NOTES: Watchguard	\$ 0.00	\$ 0.00
INSTALL	1	Installation		
LABOR	1	LABOR	\$ 2,700.00	\$ 2,700.00
PROGFEE	1	PROGRAMMING FEE	\$ 100.00	\$ 100.00
SSUPPLY	1	SHOP SUPPLIES	\$ 200.00	\$ 200.00
DISPOSAL	1	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)	\$ 0.00	\$ 0.00
CAPHARNESS	1	CAP FLEET WIRING HARNESS	\$ 300.00	\$ 300.00
PDKIT	1	POWER DISTRIBUTION KIT	\$ 50.00	\$ 50.00
SHIP	1	SHIPPING & HANDLING	\$ 600.00	\$ 600.00
DEALER	1	DEALER PREP	\$ 125.00	\$ 125.00
INSPECT	1	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	\$ 100.00	\$ 100.00
CS_Note	1	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS	\$ 0.00	\$ 0.00

Subtotal \$ 14,942.00

Tax \$ 0.00

Grand \$ 14,942.00

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X\_\_\_\_\_





# CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC  
2603 Taylors Valley Road  
Belton, TX 76513  
Phone: 254-773-1959

## Quote

Date 10/09/2020  
Quote # CAPQ62457

Name / Address  
BELTON, CITY OF  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

Ship to:  
BELTON, CITY OF  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

Salesperson: Matt Gann  
Email : mgann@capfleetupfitters.com  
VIN :  
End User: Belton PD

Year : 2020  
Make : Ford  
Model : Pi Utility

Part #	Qty	Description	Unit Price	Total
		BELTON, CITY OF - FORD INTERCEPTOR UTILITY		
GRAPHICS	3	CUSTOM GRAPHICS NOTES: Graphics W/ Install	\$ 900.00	\$ 2,700.00
TREMCO- 2020 FPIU	3	ANTI-THEFT DEVICE 2020 FORD PIU NOTES: Anti-Theft	\$ 120.00	\$ 360.00
		EXTERIOR		
5344-2L61	3	2020 FordInterceptor Utility- Push Bumpers, 2-Light - Whelen ION - Not included - Light Not included NOTES: Grille Guard - Center Section	\$ 350.00	\$ 1,050.00
I3JC	12	TRIO ION R/B W/ WHT OVERRIDE NOTES: 2 - Forward Facing In Grille Guard + 1 Each Side	\$ 150.00	\$ 1,800.00
		EMERGENCY LIGHTING / CONTROLLER		
CS-LIGHTBAR	1	CUSTOMER SUPPLIED LIGHTBAR NOTES: Legacy Lightbar w/ Strap Kit	\$ 0.00	\$ 0.00
LGY55DUOCAR-DE	2	55" LEGACY FULLY POPULATED W/CLEAR LENSES W/TAKEDOWNS & ALLEYS (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER BLUE/WHITE FRONT; BLUE/AMBER REAR); CCSRN5 CARBIDE SIREN: SA315P SPEAKER: SAK*: STPKT*	\$ 2,638.00	\$ 5,276.00
GB2DEDE	2	LEGACY WC 54" RW/BW/RW/BW - Fully Populated	\$ 0.00	\$ 0.00
CCSRN5	2	CARBIDE SIREN SYS W/ CANPORT	\$ 0.00	\$ 0.00
SA315P	2	SA315P SPEAKER, BLACK PLASTIC	\$ 0.00	\$ 0.00
SA315P	1	SA315P SPEAKER, BLACK PLASTIC NOTES: Siren Speaker - For Unit w/ CS Lightbar	\$ 200.00	\$ 200.00
CCSRN5	1	CARBIDE SIREN SYS W/ CANPORT NOTES: Siren Controller	\$ 1,100.00	\$ 1,100.00
CC5K1	3	CCSRN5 INSTALL KIT FORD/DODGE NOTES: Carbide Install Kit	\$ 0.00	\$ 0.00
CANCTL7	3	CANTROL CONTROLLER 21 PUSH-BUTTON, 4- POSITION SLIDE SWITCH NOTES: Controller Interface	\$ 0.00	\$ 0.00
STPKT105	3	STRAPKIT #105 2020+ FORD PIU NOTES: LB Strap Kit	\$ 0.00	\$ 0.00
SAK66P	3	SA-315 MT KIT EXPLORER PASS 20+ PI UTILITY NOTES: Speaker Bracket	\$ 8.33	\$ 25.00





# CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC  
2603 Taylors Valley Road  
Belton, TX 76513  
Phone: 254-773-1959

## Quote

Date 10/09/2020  
Quote # CAPQ62457

Name / Address  
BELTON, CITY OF  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

Ship to:  
BELTON, CITY OF  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

Salesperson: Matt Gann  
Email : mgann@capfleetupfitters.com  
VIN :  
End User: Belton PD

Year : 2020  
Make : Ford  
Model : Pi Utility

Part #	Qty	Description	Unit Price	Total
S-3017	3	Hammer Siren NOTES: Low Frequency Siren Speaker	\$ 200.00	\$ 600.00
HAMB-007	3	FORD PIU 2020+ HAMMER BRACKET NOTES: LF Speaker Bracket	\$ 45.00	\$ 135.00
ENT2B3RBW	6	Intersector Under Mirror/Surface Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 18 LED, Tricolor - Red/Blue/White NOTES: Side Mirror	\$ 150.00	\$ 900.00
VTX609D	6	VERTEX SUPER-LED SPLIT RED/WHT NOTES: DS Head / Tail Light	\$ 85.00	\$ 510.00
VTX609E	6	VERTEX SUPER-LED SPLIT BLU/WHT NOTES: PS Head / Tail Light	\$ 85.00	\$ 510.00
VTXADAPT	12	Twist-In Adapter for use with Ford Factory Prep Option NOTES: Replacement Lens for Ford Utility HL/TL	\$ 10.00	\$ 120.00
IONBKT1	3	ION LICENSE PLATE BKT HORIZ.	\$ 23.00	\$ 69.00
I3JC	12	TRIO ION R/B W/ WHT OVERRIDE NOTES: 2-LICENSE PLATE 2-REAR SIDE WINDOWS	\$ 150.00	\$ 1,800.00
TLI2J	6	ION T-SERIES LINEAR DUO R/B NOTES: Lift Gate Lip - Visible to rear when open	\$ 110.00	\$ 660.00
RPLS50	3	ION REARPILLAR LC SOLO UTILITY NOTES: Rear Pillar	\$ 750.00	\$ 2,250.00
OEIONR	9	ADD 1 RED ION OUTER EDGE NOTES: DS - Rear Pillar	\$ 0.00	\$ 0.00
OEIONB	9	ADD 1 BLUE ION OUTER EDGE NOTES: PS - Rear Pillar	\$ 0.00	\$ 0.00
CONSOLE AND RELATED COMPONENTS				
C-VS-1400-INUT-1	3	2020 Ford Standard Interior Police Interceptor Utility Vehicle Specific 14" Console NOTES: Center Console	\$ 330.00	\$ 990.00
C-CUP2-I-A15	3	Dual 15? angled Internal cup holders NOTES: Console Cup Holder	\$ 40.00	\$ 120.00
OP-53O2USB	3	3 constant hot 12V outlets with rubber covers - 1 double USB port NOTES: Console Power Outlets	\$ 50.00	\$ 150.00
C-MCB	6	Mic clip bracket NOTES: Mic Clip Bracket	\$ 10.00	\$ 60.00
C-MC	6	Mic clip NOTES: Mic Clip	\$ 10.00	\$ 60.00





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Salesperson: Matt Gann  
Email: mgann@capfleetupfitters.com  
VIN :  
End User: Belton PD

Year : 2020  
Make : Ford  
Model : Pi Utility

Part #	Qty	Description	Unit Price	Total
C-EB20-WGD-1P	3	1-PEICE EQUIP MOUNTING BRACKET, 2" MOUNTING SPACE, FITS WATCHGUARD 4RE DVR NOTES: Faceplate - Watch Guard	\$ 0.00	\$ 0.00
C-EB40-CCS-1P	3	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN CENCOM.CCSRN.CCSRNTA.MPC03	\$ 0.00	\$ 0.00
C-EB30-XG2-1P	3	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Harris XG-25M model DM-M78B NOTES: Faceplate - Harris Radio	\$ 0.00	\$ 0.00
		MOBILE DATA RELATED EQUIPMENT		
CS-CRADLEPOINT	3	CUSTOMER SUPPLIED CRADLEPOINT	\$ 0.00	\$ 0.00
C-DMM-3015	3	3000 Series Dash Monitor Mount NOTES: Dash Mount	\$ 330.00	\$ 990.00
UT-2006	3	CUSTOM RUGGED CRADLE FOR MICROSOFT SURFACE PRO3 OR 4 (WITH OR WITHOUT UAG CASE) NOTES: Cradle	\$ 200.00	\$ 600.00
UT-2006-KIT	3	ADAPTOR KIT TO SECURE MICROSOFT SURFACE PRO 3 OR 4 IN UNIVERSAL RUGGED CRADLE UT-2001 NOTES: Cradle Adapter Bracket	\$ 36.00	\$ 108.00
		2ND ROW CONTAINMENT		
P1000UINT20AOSB	3	Single Compartment, Pro-Cell, ½ Partition, w/ Passenger Side Only Outboard Seat Belts NOTES: Single Cell	\$ 2,000.00	\$ 6,000.00
		WEAPON MOUNTING SYSTEM		
SC-917-5	3	RAPID-ADJUST UNIVERSAL GUN RACK WITH NEW SC-6 XL LOCK	\$ 200.00	\$ 600.00
		RADAR & RELATED COMPONENTS		
CS-RADAR	3	CUSTOMER SUPPLIED RADAR NOTES: Stalker Dual SL	\$ 0.00	\$ 0.00
		MISCELLANEOUS		
AX500T	3	FIRE EXTINGUISHER NOTES: Fire Extinguisher	\$ 75.00	\$ 225.00
425-2273	3	12V Lighter Replacement NOTES: MOUNTED IN CARGO AREA PS WHEEL WELL	\$ 10.00	\$ 30.00





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Salesperson: Matt Gann  
Email: mgann@capfleetupfitters.com  
VIN :  
End User: Belton PD

Year : 2020  
Make : Ford  
Model : Pi Utility

Part #	Qty	Description	Unit Price	Total
CS-RADIO	3	CUSTOMER SUPPLIED RADIO NOTES: Harris XG25M	\$ 0.00	\$ 0.00
386825	3	760-870 PHANTOM ANTENNA, BLACK TRAB7603 NOTES: Antenna	\$ 50.00	\$ 150.00
338265	3	3/4" MOUNT, 25' RG58/U MINI-UHF LOOSE NOTES: Antenna Coax	\$ 20.00	\$ 60.00
CS-CAMERA	3	IN-CAR AUDIO / VIDEO RECORDING SYSTEM CUSTOMER SUPPLIED CAMERA NOTES: Watchguard	\$ 0.00	\$ 0.00
INSTALL	3	Installation		
LABOR	3	LABOR	\$ 2,700.00	\$ 8,100.00
PROGFEE	3	PROGRAMMING FEE	\$ 100.00	\$ 300.00
SSUPPLY	3	SHOP SUPPLIES	\$ 200.00	\$ 600.00
DISPOSAL	3	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON	\$ 0.00	\$ 0.00
CAPHARNESS	3	CAP FLEET WIRING HARNESS	\$ 300.00	\$ 900.00
PDKIT	3	POWER DISTRIBUTION KIT	\$ 50.00	\$ 150.00
SHIP	3	SHIPPING & HANDLING	\$ 600.00	\$ 1,800.00
DEALER	3	DEALER PREP	\$ 125.00	\$ 375.00
INSPECT	3	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	\$ 100.00	\$ 300.00
CS_Note	3	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS	\$ 0.00	\$ 0.00





# CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC  
2603 Taylors Valley Road  
Belton, TX 76513  
Phone: 254-773-1959

## Quote

Date 10/09/2020  
Quote # CAPQ62457

Name / Address  
BELTON, CITY OF  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

Ship to:  
BELTON, CITY OF  
CITY OF BELTON  
PO BOX 120  
BELTON, TX 76513-0120

Salesperson: Matt Gann  
Email : mgann@capfleetupfitters.com  
VIN :  
End User: Belton PD

Year : 2020  
Make : Ford  
Model : Pi Utility

Subtotal	\$ 42,733.00
Tax	\$ 0.00
<b>Grand</b>	<b>\$ 42,733.00</b>

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

[WWW.CAPFLEETUPFITTERS.COM](http://WWW.CAPFLEETUPFITTERS.COM)

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X\_\_\_\_\_





# Staff Report – City Council Agenda Item

## **Agenda Item #8**

Consider a resolution supporting roadway and livability project submissions for the Killeen-Temple Metropolitan Planning Organization (KTMPO) 2045 Metropolitan Transportation Plan.

### **Originating Department**

Planning – Bob van Til, Interim Director of Planning

### **Summary Information**

KTMPO has issued a Call for Projects as part of the Mobility 2045 Metropolitan Transportation Plan (MTP) update. Projects included in the MTP may be funded through various sources at the local, State, and Federal levels based on established priority and funding availability. Federal funding is typically 80% of construction costs with a 20% local match plus soft costs, such as engineering, easements, and right of way acquisition.

The deadline for submitting projects is November 13, 2020. Submitted projects will be scored and ranked by KTMPO regional partners based on approved criteria.

Belton currently has 12 Roadway Projects and 6 Livability Projects in the MTP that have not been funded. These were submitted and regionally ranked in 2016 and 2018 (see Attachment A). Projects funded in 2018 were Phase 1 of the Loop 121 project, from FM 439 (Lake Road) to IH 14 (Avenue O), and the sidewalk project on W. 13<sup>th</sup> Avenue, from Main Street to Old Waco Road.

In the 2020 call for projects, KTMPO requires that all projects be resubmitted for reconsideration and rescoring, even TXDOT projects we want to sponsor like other phases of Loop 121. Staff refined the list of Roadway Projects, recommends adding two new projects, and resubmitting the Livability Projects from 2018, with a modified scope for the Beal Street project. (The original scope for Beal Street was from E. 6<sup>th</sup> Street to E. 24<sup>th</sup> Street. Due to challenges with the railroad, and an existing sidewalk on the east side of Beal from Downing to 13<sup>th</sup>, the project was redefined as beginning at Downing and ending at E. 24<sup>th</sup> Street).

### **Recommended Roadway Projects:**

1. Loop 121 Phase 1b. From IH 14 (Avenue O) to IH 35. Widen from 2 to 4 lane divided roadway with raised median, 10' SUP on the north and east side, 6' sidewalk on the south and west side.



2. Loop 121 Phase 2. From IH 35 to FM 436. Widen from 2 to 4 lane divided roadway with raised median, 10' SUP on the north and east side, 6' sidewalk on the south and west side.
3. Connell St. From US 190/IH 14 to LP 121. Widen from 2 to 4 lanes with 10' SUP and 5' sidewalk.
4. FM 2271 (L2LR). From FM 1670 to FM 2271. Phase 1: construct a 2 lane roadway with a 10-foot wide SUP. Phase 2: construct an additional 2 lanes for an ultimate roadway with 4 lanes and a 10-foot wide SUP.
5. FM 1670. From US 190 to Three Creeks Boulevard. Phase 1: construct a 10-foot wide SUP. Phase 2: add two additional lanes for an ultimate roadway with 4 lanes and a 10-foot wide SUP.
6. Sparta Road. From LP 121 to Dunn's Canyon Road. Construct protected turn lane west bound between Loop 121 and elementary school with 10' SUP between Tiger Drive and Dunn's Canyon Road.
7. Southwest Pkwy. From LP 121 to Huey Drive. Widen from 31' to 37' with 5' sidewalk on both sides.
8. Shanklin Road West - Outer Loop. From east end of Three Creeks Subdivision, to IH 35. Phase 1: construct 2 lanes with a 10-foot wide SUP. Phase 2: construct an additional 2 lanes for an ultimate roadway with 4 lanes and a 10' SUP on the south side.
9. Mesquite Road Improvements. From IH 35 Frontage Road to Shanklin Road. Upgrade and widen to 2 lanes with curb and gutter and improved drainage.
10. West Avenue D. From near Kennedy Court, to Wheat Road. Construct new two-lane roadway with 10' SUP on north side.
11. **NEW** - Southwest Pkwy – A. From Loop 121 to Mesquite Road. Construct 37' pavement with curb and gutter and 10' SUP on one side.
12. **NEW** - Southwest Pkwy – B. From Mesquite Road to Shanklin Road. Construct 37' pavement with curb and gutter and 10' SUP on one side.
13. **NEW** - Shanklin N-S. From Loop 121 to Shanklin E-W. Construct 4 lanes undivided with sidewalk on one side and 10-foot SUP on the other.
14. Belton Outer Loop East. From IH 35 at Shanklin Road to FM 436. Construct 2 lane roadway with shoulders and 10' SUP on one side.
15. George Wilson Extension. From FM 93 at George Wilson Road to FM 439. Construct 2 lane roadway with shoulders and 10' SUP on one side.

Loop 121 is a TXDOT project. However, TXDOT indicated that the City must be the sponsor of Phases 1b and 2 because the City originally submitted it to KTMPO in 2016. Subsequently, the City will resubmit Phases 1b and 2 of the Loop 121 project. Similar to Phase 1a of Loop121 (Lake Road to IH14) the City will be responsible for easements, right of way, and utility relocations.

Staff will also process amendments to the Thoroughfare Plan for projects 11 (Southwest Parkway – A), 12 (Southwest Parkway – B), and 13 (Shanklin N-S).



### **Recommended Livability (bike/pedestrian) Projects:**

1. E. 6th Avenue Sidewalk and SUP. From Main Street (FM 317) to IH-35. Construct 5' sidewalk on both sides, relocate dry utilities underground and relocate other utilities outside of pavement.
2. Commerce/Industrial SUP. From Main Street (SH 317) to Sparta Road. Construct 10' SUP on east side of Commerce and north side of Industrial; provide curb and gutter on Commerce.
3. Avenue H Sidewalk/Road Improvements. From Saunders to S. Pearl and north to W. Avenue D. Construct 5' wide sidewalk on north side of Avenue H from Saunders to Pearl Street, then continue northward on the west side of Pearl Street to Avenue D. Provide bicycle signage along full route; reconstruct roadway and widen to 2 lanes from Connell Street to Saunders Street.
4. Belton's Georgetown Rails to Trails. From E. Avenue B to Leon River Bridge. Construct 10' SUP to connect KTMPO projects B40-05 (S. Belton SUP) and T40-13 (Temple's Georgetown Rails to Trails). The final alignment is under review.
5. Central Avenue Sidewalk. From Main Street (SH 317) to Pearl Street. Upgrade to 5' wide sidewalk on north side of Central Avenue east of Main.
6. Beal Street Sidewalk. From Downing Street to 24th Street. Construct 5' wide sidewalk on east side and provide bicycle signage.

City staff has ranked the recommended projects as requested by the KTMPO's Call for Projects criteria, reflecting the order above 1 - 15 for Roadways and 1 - 6 for Livability Projects. Attachment A shows the recommended priority ranking of projects as does the Project Location Map.

### **Fiscal Impact:**

The total estimated long-range cost for all the projects is \$157,272,200. The projected long-range local financial impact to the City is \$31,459,435.

Budgeted: ☐ Yes ☒ No

Funding Source(s): N/A; City funding would be determined when/if projects are budgeted in the short term 4-year Transportation Improvement Plan (TIP).

### **Recommendation**

Approve resolution supporting project submissions for the 2045 MTP update.

### **Attachments**

Resolution

Attachment A: Recommended 2020 Existing and New Belton Projects

Attachment B: Project Location Map



## **RESOLUTION NO. 2020-29-R**

### **A RESOLUTION OF THE CITY OF BELTON, TEXAS, SUPPORTING THE KTMPO MOBILITY 2045 METROPOLITAN TRANSPORTATION PLAN ROADWAY AND LIVABILITY PROJECT SUBMISSIONS FOR BELTON.**

**WHEREAS**, the City of Belton has a strong tradition of planning for its future needs; and

**WHEREAS**, the City of Belton has emphasized transportation planning through, and participation in, the Killeen-Temple Metropolitan Planning Organization (KTMPPO), serving as its Regional Metropolitan Planning Organization (MPO); and

**WHEREAS**, the Killeen-Temple Metropolitan Planning Organization (KTMPPO) has issued a Call for Projects (CFP) to update the project listing of the Mobility 2045 Metropolitan Transportation Plan (MTP); and

**WHEREAS**, the Metropolitan Transportation Plan (MTP) is a long-range plan, which outlines the long-term goals for the region's transportation system; and

**WHEREAS**, the City of Belton is proposing to submit roadway and livability projects that will provide significant benefits to the Belton community; and

**WHEREAS**, the roadway and livability projects will address the KTMPO goals, to include:

1. Improve Mobility
2. Reduce Congestion
3. Improve Access to Jobs, Homes, Goods, and Services
4. Improve Safety, Reliability, and Efficiency in Transportation System
5. Promote a Healthier Environment
6. Encourage Regional Coordination in Decision Making; and

**WHEREAS**, the projects will be evaluated and scored by the KTMPO Staff and Technical Advisory Committee (TAC), with final approval of a project listing by the KTMPO Transportation Planning Policy Board (TPPB).

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

**Part 1:** The City of Belton, acting through its governing body, hereby confirms that it supports the Belton roadway and trail project submissions, attached as Exhibit A, for the Mobility 2045 Metropolitan Transportation Plan (MTP).

**Part 2:** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the



time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** by the Belton City Council on this the 27th day of October, 2020.

APPROVED:

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk



## 2045 Mobility MTP Update

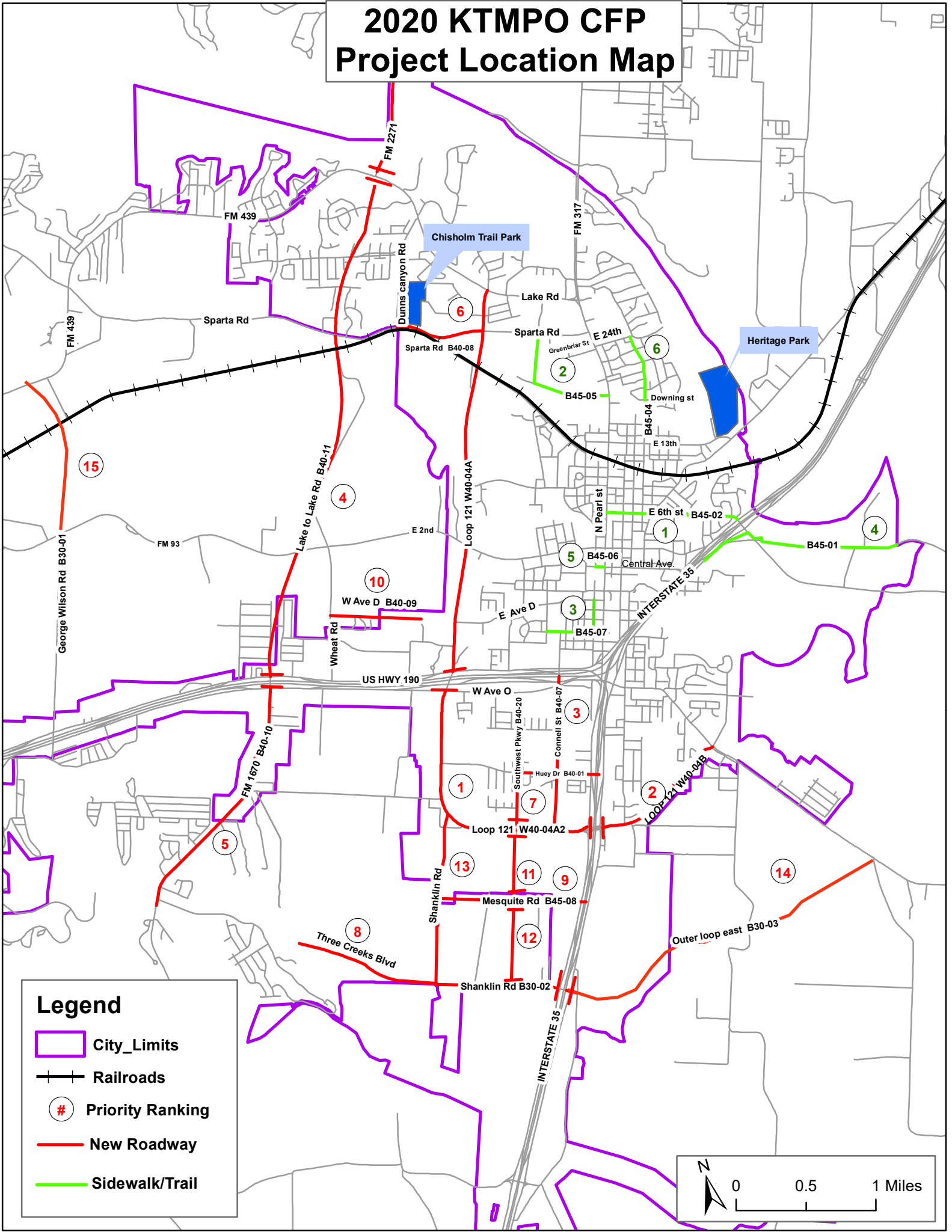
### Recommended 2020 Existing and New Belton Projects

N - Road way	N - Livability	City Ranking 2020	Status	Project Number	Project Name	From	To	Project Type
1		1	In the MTP	W40-04a2	Loop 121 Phase 1b	US 190/IH 14	IH 35	R
1		2	In the MTP	W40-04b	Loop 121 Phase 2	IH 35	FM 436	R
1		3	In the MTP	B40-07	Connell St.	US 190/IH 14	LP 121	R
1		4	In the MTP	B40-11	FM 2271 (L2LR)	FM 1670	FM 2271	R
1		5	In the MTP	B40-10	FM 1670	US 190	Three Creeks Blvd	R
1		6	In the MTP	B40-08	Sparta Rd	LP 121	Dunn's Canyon Road	R
1		7	In the MTP	B40-02	Southwest Pkwy	LP 121	Huey Drive	R
1		8	In the MTP	B30-02	Shanklin Rd West - Outer Loop	East end of Three Creeks Subdivision	IH 35	R
1		9	In the MTP	B45-08	Mesquite Road Improvements	IH 35 Frontage Rd	Shanklin Road	R
1		10	In the MTP	B40-09	West Ave D	Near Kennedy Court	Wheat Rd	R
1		11	New	N/A	Southwest Pkwy - A	Loop 121	Mesquite Rd	R
1		12	New	N/A	Southwest Pkwy - B	Mesquite Rd	Shanklin Rd	R
1		13	New	N/A	Shanklin N-S	Loop 121	Shanklin E-W	R
1		14	In the MTP - unscored, unfunded	B30-03	Belton Outer LP East	IH 35 at Shanklin Road	FM 436	R
1		15	In the MTP - unscored, unfunded	B30-01	George Wilson Extension	FM 93 at George Wilson Road	FM 439	R
	1	1	In the MTP	B45-02	6th Avenue Sidewalk and SUP	Main St (FM 317)	IH-35	L
	1	2	In the MTP	B45-05	Commerce/Industrial SUP	Main St (SH 317)	Sparta Rd	L
	1	3	In the MTP	B45-07	Avenue H Sidewalk/Road Improvements	Saunders	S. Pearl and north to W. Ave. D	L
	1	4	In the MTP	B45-01	Belton's Georgetown Rails to Trails	E. Ave B	Leon River Bridge	L
	1	5	In the MTP	B45-06	Central Ave Sidewalk	Main St (SH 317)	Pearl Street	L
	1	6	In the MTP	B45-04	Beal Street Sidewalk	Downing Street	24th Street	L
15	6							

MTP = Metropolitan Transportation Plan  
R = Roadway, L = Livability (trails)

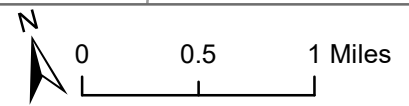


# 2020 KTMPO CFP Project Location Map



## Legend

- City\_Limits
- Railroads
- Priority Ranking
- New Roadway
- Sidewalk/Trail







# Staff Report – City Council Agenda Item

## Agenda Item #9

Consider a revised allocation of Coronavirus Relief Fund (CRF) funding to include the reimbursement of public safety expenditures and the authorization of additional funding for the City of Belton's Small Business Grant Program

### Originating Department

Finance Department – Mike Rodgers, Director of Finance

### Summary Information

The CARES Act established the Coronavirus Relief Fund (CRF) to provide assistance for actions taken to respond to the public health emergency. The City of Belton was allocated \$1,225,455 towards this effort. The State of Texas has placed specific spending restrictions on these funds: 75% or more on medical, public health or payroll expenses and 25% or less on compliance measures, economic support, and other related expenses.

Working with the Central Texas Council of Governments, the City developed a two-phase approach to spending the allocated funds. With the \$245,000 that was assigned for the first phase, an organization such as Body of Christ Community Clinic or Baylor Scott & White could be allocated \$155,000 for medical expenses to care for those who have been affected by COVID-19. An additional \$30,000 could be used to reimburse the City for its COVID-related expenditures. A total of \$60,000 was allotted for business assistance grants.

Thirty City of Belton businesses have received a \$2,000 business assistance grant. Despite our best efforts, however, the City could not find a local medical establishment that would accept the \$155,000 payment for medical expenses. That outcome is problematic, because a minimum of 75% (\$183,818) of our Phase 1 expenditures must fall within the medical, public health, or payroll expense category in order for us to proceed to Phase 2 expenditures.

Recent changes to the administrative guidance have made it easier to use CRF funding for public safety payroll expenses incurred by the City. Initially, the guidance allowed reimbursement only for employees who were "substantially dedicated" to mitigating or responding to the COVID-19 public health emergency. The initial guidance further specified that the eligible costs for those particular employees could not have been included in the City's annual budget. In recognition of the importance of public safety workers who respond to the public health emergency, the U.S. Treasury decided in late September that local governments may presume that police officers and firefighters meet the "substantially dedicated" test and that the payroll and benefit costs incurred between March 1 and December 30, 2020 for those employees are eligible for reimbursement.



These changes not only expedite the legitimate use of CRF funds for Phase 1, they also guarantee that the City can meet the spending requirements for Phase 1 and Phase 2 before the December 30, 2020 deadline. To fulfill both Phase 1 and Phase 2 spending restrictions, we recommend transferring police and fire payroll costs totaling \$925,455 (\$185,091 for Phase 1 and \$740,364 for Phase 2) from the General Fund into the Grant Fund as of September 30, 2020. Having then met the 75% requirement for both phases, \$240,000 will be available for additional business assistance grants in Phase 2. The City will again partner with the Central Texas Council of Governments to develop the criteria and administer the applications for Phase 2 grants.

With City Council concurrence, the result would be an increase to General Fund reserves of \$925,455 for FY 2020. That money could be used during FY 2021 for a variety of items - including a third phase of business assistance grants - without the spending restrictions and deadlines of CRF funding. Other important public expenditures, including street maintenance, could also be considered. Recommendations for the use of these funds will occur at a later time without the December 30, 2020 deadline.

### **Fiscal Impact**

		Original Phase 1 (20%)	Original Phase 2 (80%)	Revised Phase 1 (20%)	Revised Phase 2 (80%)	Totals
	<b>CRF Revenue</b>	<b>\$ 245,091</b>	<b>\$ 980,364</b>	<b>\$ 245,091</b>	<b>\$ 980,364</b>	<b>\$1,225,455</b>
75%	<b>Medical Expenses</b>	\$ 155,000	\$ 740,364			
75%	<b>Public Health Expenses</b>	\$ 30,091				
75%	<b>Payroll Expenses</b>			\$ 185,091	\$ 740,364	\$ 925,455
25%	<b>Compliance Measures</b>					
25%	<b>Economic Support</b>	\$ 60,000	\$ 240,000	\$ 60,000	\$ 240,000	\$ 300,000
25%	<b>Other Expenses</b>					
	<b>Total CRF Expenses</b>	<b>\$ 245,091</b>	<b>\$ 980,364</b>	<b>\$ 245,091</b>	<b>\$ 980,364</b>	<b>\$1,225,455</b>

### **Recommendation**

Staff recommends approval of the revised allocation of Coronavirus Relief Fund (CRF) funding to include the reimbursement of public safety expenditures and the authorization of additional funding for the City of Belton's Small Business Grant Program.

### **Attachments**

TDEM Region 6 CRF Update – October 7, 2020



# CORONAVIRUS RELIEF FUND

- The CARES Act of 2020 established the Coronavirus Relief Fund, appropriating \$150 billion to the Fund.
- The CARES Act provides that the payments from the fund may be used to cover costs that:
  - are necessary expenditures incurred due to the public health emergency with respect to COVID;
  - were not accounted for in the budget most recently approved as of March 27, 2020; and
  - were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- The City of Belton was allocated \$1,225,455 towards this effort.



# CORONAVIRUS RELIEF FUND

- CRF funds are distributed to local governments through the Texas Department of Emergency Management.
- The State of Texas placed further restrictions on how CRF funds can be spent:
  - at least 75% on medical expenses, public health expenses or payroll expenses for employees “substantially dedicated” to mitigating or responding to the public health emergency; and
  - no more than 25% on compliance measures, economic support, and other COVID-related expenditures.
- All funds must be spent before December 30, 2020.



# CRF EXPENDITURE BUDGET

		Original Phase 1 (20%)	Original Phase 2 (80%)		Revised Phase 1 (20%)	Revised Phase 2 (80%)	Totals
	<b>CRF Revenue</b>	<b>\$ 245,091</b>	<b>\$ 980,364</b>		<b>\$ 245,091</b>	<b>\$ 980,364</b>	<b>\$1,225,455</b>
<b>75%</b>	<b>Medical Expenses</b>	\$ 155,000	\$ 740,364				
<b>75%</b>	<b>Public Health Expenses</b>	\$ 30,091					
<b>75%</b>	<b>Payroll Expenses</b>				\$ 185,091	\$ 740,364	\$ 925,455
<b>25%</b>	<b>Compliance Measures</b>						
<b>25%</b>	<b>Economic Support</b>	\$ 60,000	\$ 240,000		\$ 60,000	\$ 240,000	\$ 300,000
<b>25%</b>	<b>Other Expenses</b>						
	<b>Total CRF Expenses</b>	<b>\$ 245,091</b>	<b>\$ 980,364</b>		<b>\$ 245,091</b>	<b>\$ 980,364</b>	<b>\$1,225,455</b>





## Staff Report – City Council Agenda Item

### Agenda Item #10

Consider authorizing the BEDC Executive Director to execute a contract for the sale of 6.831 acres on Digby Drive to MDC COASTAL 5, LLC, a Delaware limited liability company.

### Originating Department

Belton Economic Development Corporation – Cynthia Hernandez, Executive Director

### Summary Information

The Belton Economic Development Corporation has been presented with an offer from MDC Coastal 5, LLC to purchase 6.831 acres in the Belton Business Park. The subject property is on Digby Drive, directly behind the facility formally operated by Bridon-Bekaert. The offer presented is \$1.275 per sf. for the total acreage. Staff estimates 1.5+ of the total acreage to be in the flood zone and dedicated greenbelt easement.

The terms of the contract provide for 180-day inspection period, with the option to extend up to three (3) additional 30-day periods. The extension fee of \$15,000 per period will be applied to the closing. Additionally, BEDC will pay a 3% commission on the total purchase price.

Upon the sale of property, the use will remain light industrial and will be utilized as an extension of the adjacent lot to accommodate outside storage, parking and circulation. Site development is subject to the Restrictive Covenants for Phase I of the Belton Business Park and the City of Belton Design Standards.

In an effort to work with the prospective purchaser's timeline, a special-called meeting of the BEDC Board of Directors will be held on Monday, October 26, 2020. Staff will recommend approval of the contract as presented. Following Board approval, BEDC will seek City Council's consideration and approval of the sale of property to MDC Coastal 5, LLC.

### Fiscal Impact

The sale of property is estimated at \$379,386.91 and could change slightly based on the survey. BEDC's obligation for the commission at 3% is estimated at \$11,381.60.

Amount: \$368,005.31

Budgeted: ☐ Yes ☒ No

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



### **Recommendation**

The BEDC Board (pending Board approval) and Staff recommend City Council approval on authorizing the BEDC Executive Director to execute a contract for the sale of 6.831 acres on Digby Drive to MDC COASTAL 5, LLC, a Delaware limited liability company.

### **Attachments**

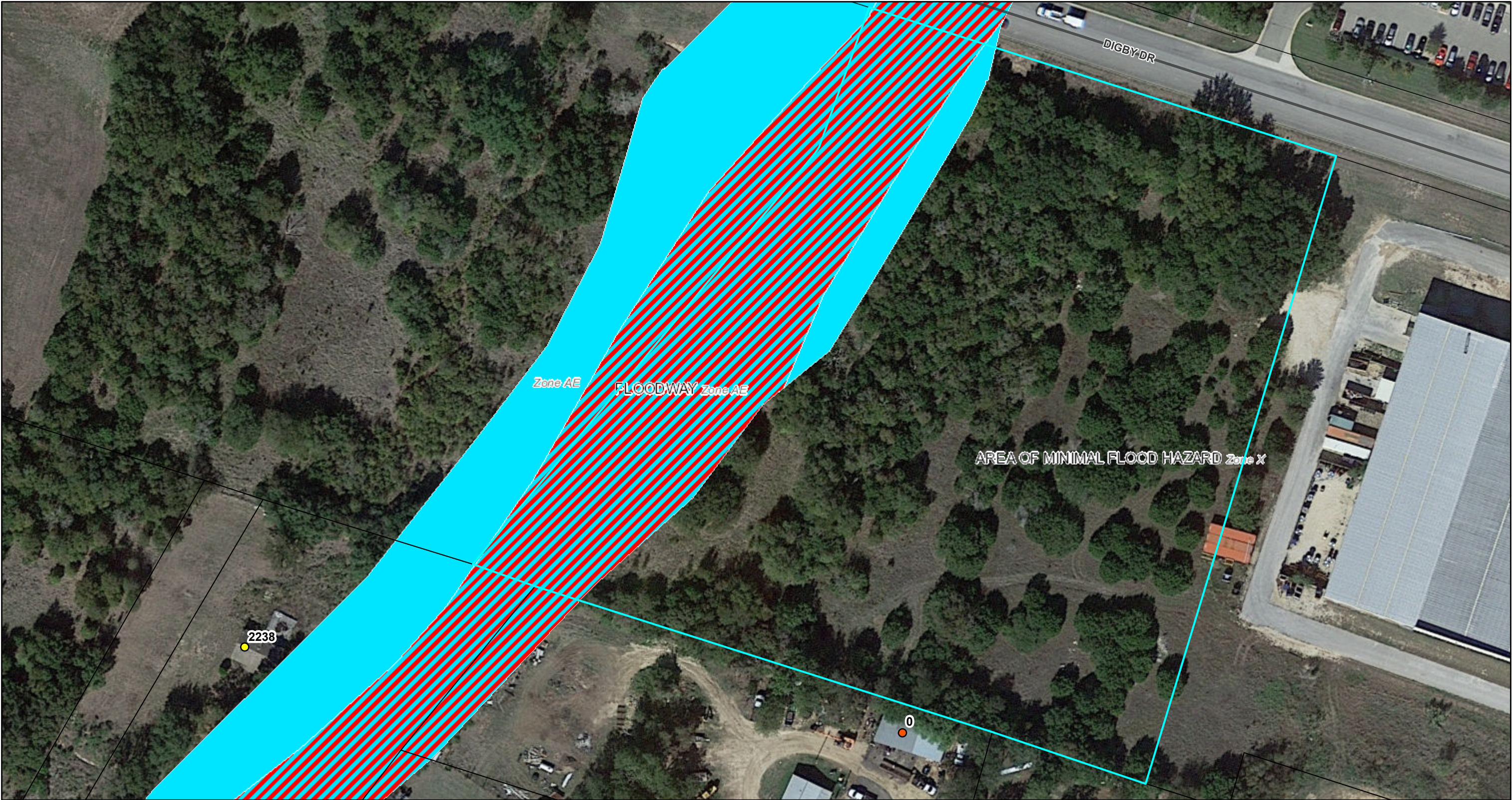
Contract for Sale of Property

Site Exhibit

Restrictive Covenants



# City of Belton Web Map




10/22/2020, 4:33:57 PM

Belton Addressing

 Address Points

 City Parcels


Flood Hazard Zones

 1% Annual Chance Flood Hazard

 Regulatory Floodway

 Special Floodway


 Area of Undetermined Flood Hazard


 0.2% Annual Chance Flood Hazard


 Future Conditions 1% Annual Chance Flood Hazard


 Area with Reduced Risk Due to Levee

Flood Hazard Boundaries

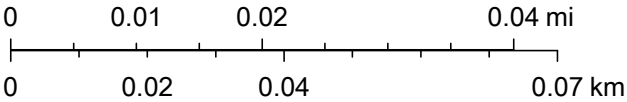
 Other Boundaries

 Limit Lines

 SFHA / Flood Zone Boundary

 Cross-Sections

1:1,128



Sources: Esri, HERE, DeLorme, USGS, INCREMENT P, NRCan, © OpenStreetMap contributors, and the GIS User Community



**PURCHASE AND SALE CONTRACT (“Contract”)**

This Contract is entered into by **Belton Economic Development Corporation**, a Texas non -profit corporation, (“**Seller**”), and **MDC COASTAL 5, LLC**, a Delaware limited liability company, and/or its assigns (“**Purchaser**”).

**W I T N E S S E T H :**

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. Property. The property will be comprised of the following:

Land totaling approximately 6.831 acres located in Bell County, Texas\_ (the “**Land**”), as more particularly described on Exhibit “A”, together with any and all improvements situated on the Land (the “**Improvements**”); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the “**Additional Interests**”);

The Land and other items described in the preceding paragraph together constitute the “**Property**.”

2. Purchase Price. The purchase price (“**Purchase Price**”) will be approximately \$379,386.91. The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to the Title Company for payment to Seller at Closing, with the exact Purchase Price to equal the product of \$55,539.00 multiplied by the total number of acres and fractional portion thereof contained within the Land as certified in the Survey (as defined in Section 4(b)).

3. Earnest Money and Independent Consideration.

(a) Earnest Money. Within 30 days after the Effective Date, Purchaser will deposit with Chicago Title Insurance Company, Attention: Darnella Ward, Esq., 701 5<sup>th</sup> Avenue, Suite 2700, Seattle, WA 98104; (206) 628-5632; Email: Darnella.Ward@ctt.com (“**Title Company**”), the sum of \$25,000.00 as earnest money hereunder. The Earnest Money will be deposited by Title Company in an interest-bearing account, with the interest credited to Purchaser and as part of the Earnest Money. The entire Earnest Money will be applied towards the Purchase Price at Closing, or will be otherwise held and disbursed as herein provided. The Owner’s Title Insurance Policy will be written by Chicago Title Insurance Company.

(b) Independent Consideration. As independent consideration for the rights granted to Purchaser, Purchaser has paid to Seller the sum of \$100.00, the receipt and sufficiency of which are hereby acknowledged. The independent consideration is non-refundable and will be applied against the Purchase Price at Closing.

4. Due Diligence Documents. The following documents will be delivered to Purchaser:

(a) Title Commitment. Within 10 days after the Effective Date, Purchaser will, at Seller’s expense, order a current commitment from the Title Company for a Texas owner’s policy of title insurance to the Purchaser, together with legible copies of all listed title exceptions (the “**Title Commitment**”).



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(b) Survey. Within 10 days after the Effective Date, Seller will deliver to Purchaser, Purchaser's legal counsel, and the Title Company a true and correct copy of Seller's most recent survey of the Property. Purchaser may have prepared a current survey of the Property that complies with the 2016 "Minimum Standard Detail Requirements of ALTA/NSPS Land Title Surveys", and including Table "A" items 1 (monuments), 2, 3, 4, 6(a) and (b)(zoning), 7(a), 7(b)(1), 7(b)(2), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, 19 and 20, or in such other form acceptable to Purchaser (the "**Survey**"). The Survey will be certified to Seller, Purchaser and Title Company and will show the total number of acres comprising the Land. The Survey will also contain a "Survey Notes" list on the face of the survey confirming the following:

"Note 1: The subject property has access to public utilities from the public streets adjacent to the subject property. Note 2: The subject property abuts, without gaps gores or strips, and has vehicular and pedestrian ingress to and egress from Digby Drive, which is/are completed, dedicated and accepted public right(s) of way. and/or The subject property abuts, without gaps, gores or strips, an access easement through which the subject property has both vehicular and pedestrian ingress and egress to and from Digby Drive, a dedicated and accepted public right-of-way and such access easement abuts said public right-of-way without gaps, gores or strips, [If not, so state]. Note 3: Except as shown and noted on this Survey, based on a careful physical inspection of the subject property and matters of record or provided by the title company or client, there are no visible: (i) height or bulk restrictions, setback lines, parking requirements, party walls, encroachments or overhangs of any improvements upon any easement, right-of-way or adjacent land or encroachment of the improvements located on adjacent land onto the subject property, other than as noted on the Encroachment Table; or (ii) easements, rights-of-way, party walls, or building structures or other improvements, conflicts, officially designated 100 year flood plans or flood prone areas, springs, streams, creeks, rivers, ponds, lakes cemeteries or burial grounds; Note 4: [Except as shown on the survey,] the subject property does not serve any adjoining property for utilities, drainage, structural support or ingress or egress; Note 5: The legal description on and depiction of the subject property contained in the survey describe and depict the same property described in the legal description contained in that certain Title Commitment/Preliminary Report issued by \_\_\_\_\_ on \_\_\_\_\_ under Order No. \_\_\_\_\_; Note 6: The record description of the subject property forms a mathematically closed figure; and Note 7: There is no observed evidence of the site being used as a solid waste dump, sump or sanitary landfill."

For purposes of the property description to be included in the Deed, Title Policy and other documents to be delivered pursuant to Section 9, the field notes prepared by the surveyor will control any conflicts or inconsistencies and will be incorporated upon completion and included as the property description in the Deed and the Title Policy.

(c) Documents. Within 3 days after the Effective Date, Seller will deliver to Purchaser copies of all documents pertaining to the development, ownership, or operation of the Property, including but not limited to, any existing survey of the Property; any documentation regarding water, sanitary sewer, gas and other utilities serving the Property; (collectively, the "**Documents**").

(d) Review of Title, Survey and Documents. Purchaser will have until 11:59 p.m., Eastern Standard Time on that date which is 30 days after Purchaser's receipt of the Title Commitment, Survey, and Documents, whichever is received later ("**Approval Period**"), to review and approve the matters reflected in the Title Commitment, Survey and Documents. If Purchaser determines that the Title Commitment, Survey and/or Documents reflect or disclose any defect, exception or other matter affecting the Property unacceptable to Purchaser in its sole discretion, then Purchaser will notify Seller of Purchaser's objections prior to the expiration of the Approval Period ("**Objection Notice**"). If Seller fails to cure



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Purchaser's objections within 10 days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may, as its sole and exclusive remedy, to terminate this Contract by providing written notice of termination to Seller within 10 business days after the expiration of Seller's Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser's indemnity of Seller as provided in Section 5. If Purchaser fails to terminate this Contract within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Survey and Documents. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "**Amended Report**"), Purchaser will have 10 days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a "**Supplemental Title Notice**") to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole discretion, shown in such Amended Report. All matters shown under Schedule B – Section II of the Title Commitment and by the Survey to which Purchaser has not objected or Purchaser has waived as provided herein will be considered to be "**Permitted Exceptions**." Notwithstanding the foregoing, under no circumstances will Purchaser be required to object to any existing liens reflected in the Title Commitment or other matters shown on Schedule "B – Section I" thereto, all of which (except for the lien or liens for taxes not yet due and payable) will be released or satisfied by Seller at its expense prior to Closing.

5. Feasibility Contingency. The obligations of Purchaser under this Contract and consummation of Closing are, at Purchaser's discretion, subject to Purchaser performing due diligence, completing an inspection of the Property and determining, in Purchaser's sole discretion, that it is feasible for Purchaser to own and operate the Property in a manner and upon terms and conditions satisfactory to Purchaser. Purchaser will have until 11:59 p.m., Eastern Standard Time, on that date which is 180 days after the Effective Date (the "**Inspection Period**"), to inspect the condition of the Property and to perform such other investigations as Purchaser may desire in its sole discretion, including, but not limited to invasive testing, such as soil borings, installation of groundwater monitoring wells and collection of soil and groundwater samples in connection with a Phase II environmental assessment. During the Inspection Period, Purchaser may file applications with applicable governing authorities to plat or replat the Property for its planned development, and to obtain all development commitments, entitlements, permits and approvals, all as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property (collectively, all of the foregoing commitments, entitlements, permits, and approvals are the "**Approvals**"), and Seller agrees to cooperate with Purchaser and execute such documents reasonably required in connection with the Approvals. Such Approvals will not impose any burden or be binding upon the Property prior to Closing, nor impose any cost or liability on Seller, except to the extent consented to by Seller, which consent will not be unreasonably withheld.

Prior to any entry upon the Property by Purchaser, or its contractor, agent, employee, consultant or other third party at Purchaser's direction (each a "**Purchaser Consultant**"), Purchaser and any Purchaser Consultant entering the Property will deliver to Seller evidence that Seller is included as an additional insured on a primary and noncontributory basis on Purchaser's and such Purchaser Consultant's liability insurance coverage issued with combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Any Purchaser Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than Two Million Dollars (\$2,000,000), and shall provide evidence that Seller is named as an additional insured on such policy prior to entering the Property.

Purchaser and its duly authorized agents or representatives may enter upon the Property at all reasonable times during the term of the Contract to conduct engineering, environmental, and geotechnical studies, or any other inspections or tests. Purchaser will indemnify and hold Seller harmless from and against any and



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all losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from such studies, inspections and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land or Improvements caused by Purchaser, its agents or representatives to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials not first placed on the Property by Purchaser, its agents, or representatives; or (iii) mere discovery of conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property.

Purchaser may extend the Inspection Period for up to three additional periods of 30 days each by (i) delivering to Seller and the Title Company written notice of Purchaser's election to extend the Inspection Period then in effect, prior to the expiration of the Inspection Period, and (ii) depositing with Title Company the sum of \$15,000.00 ("**Extension Fee**"), within three business days after the expiration of the Inspection Period then in effect. The Extension Fee (and interest on such Extension Fee) will constitute additional Earnest Money and will be applied against the Purchase Price at Closing, but will be refundable to Purchaser if Purchaser elects a discretionary termination of the Contract during the Inspection Period as provided in this Section.

Seller will cooperate with Purchaser in executing any applications or other materials prepared by Purchaser for submission to government authorities in connection with Purchaser's development plans.

If Purchaser elects to proceed with Closing, then Purchaser will notify Seller and Title Company in writing (the "**Approval Notice**") prior to the expiration of the Inspection Period. Unless the Approval Notice is previously delivered to Seller, upon the expiration of the Inspection Period Title Company will promptly return the Earnest Money to Purchaser together with any Extension Fee paid and all obligations of the parties under this Contract will terminate, excepting those obligations that expressly survive termination. In addition, if Purchaser notifies Seller during the Inspection Period that it does not intend to proceed with the acquisition of the Property (for any reason or no reason), then Title Company will promptly return the Earnest Money to Purchaser together with any Extension Fee paid and all obligations of the parties under this Contract will terminate, except for those obligations that expressly survive termination.

If Purchaser elects to proceed with Closing, commencing after Purchaser's delivery of the Approval Notice, Purchaser shall be permitted early access to the Property pursuant to the terms of **Addendum 1** attached hereto.

6. **Representations, Warranties and Covenants of Seller.** Seller represents and warrants to Purchaser that Seller presently has and will have at Closing record title to the Property, and that, at Closing, such title will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases and other matters affecting title, except for the Permitted Exceptions. Seller further represents and warrants to Purchaser that the Property will be transferred to Purchaser free and clear of any management, service or other contractual obligations, other than those disclosed to and approved in writing by Purchaser.

Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.



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Seller hereby further represents, warrants and covenants to Purchaser as follows:

(a) No Actions. There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign. Until the Closing Date or sooner termination of this Contract, Seller will not seek any zoning changes for the Property without the prior approval of Purchaser.

(b) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which any portion of the Property is bound. No consent of any lender or any other party is required for Seller to enter into this Contract.

(c) Continued Maintenance. From the Effective Date through the Closing Date, Seller will: (i) continue to maintain the Property in its present condition ; (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property, without the prior approval of Purchaser, and (iii) maintain its existing insurance policies for the Property.

(d) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent, and no leases affect the Property as of the Effective Date and none will affect the Property at Closing.

(e) No Agreements. From the Effective Date through the Closing Date, Seller will not enter into or amend any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing without Purchaser's written consent.

(f) Compliance with Laws. The Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property. There are no unsatisfied requests for repairs, restorations or improvements from any person, entity or authority, including any tenant, lender, insurance carrier or government authority.

(g) Environmental.

(1) **"Environmental Requirements"** means any and all existing or future federal, state, regional, local ordinances, codes, rules, regulations, common law, or other requirements of any governmental entities or legislative authorities relating to the protection of human health or the environment or natural resources or exposure to Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the federal Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*; the federal Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the federal Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; the federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act, 7 U.S.C. § 136 *et seq.*; the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.*; the federal Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and the Occupational Safety and Health Act 29 U.S.C. § 651 *et seq.*; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period. **"Hazardous Materials"**



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means any hazardous or toxic substance, material, waste, pollutant, or contaminant, whether in solid, semisolid, liquid or gaseous form, including without limitation, asbestos, polychlorinated biphenyls, petroleum, petroleum distillate, petroleum by-products, lead-based paint, mold, mycotoxin, fungus, and any material or substance listed or defined as “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic waste,” or “toxic substance” under any Environmental Requirements.

(2) To the best knowledge of Seller, during the period that Seller has owned the Property, there is not now nor has there been any storage, production, transportation, disposal, recycling, treatment or release of any Hazardous Materials on or in the Property. Seller has complied with all Environmental Requirements. To the best knowledge of Seller, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property, or previously located on the Property and subsequently removed.

(3) To the best knowledge of Seller, prior to Seller’s acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property, including but not limited to any underground storage tank, surface impoundment, lagoon or other containment facility for the storage of Hazardous Materials, or sumps, clarifiers, or on-site wells.

(4) To the best knowledge of Seller, there have been no Hazardous Materials on or in neighboring properties which, through soil or groundwater migration, could have moved to the Property.

(5) The Seller is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action or (iii) any release or threatened release of a Hazardous Material. “**Remedial Action**” means all actions undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (y) perform pre-remedial studies and investigations or post-remedial monitoring and care and (z) respond to or correct a condition of noncompliance with Environmental Requirements.

(6) Seller has not received any written or oral communication alleging that, with respect to the Property, Seller is in violation of any Environmental Requirement or is otherwise subject to liability under any Environmental Requirement.

(7) Seller has provided to Purchaser all audits, assessments, studies, reports, analyses, results of investigations or other information related to health, safety or the environment with respect to the Property that have been performed during Seller’s ownership of the Property, or which relate to periods prior to Seller’s ownership of the Property and have been provided to Seller.

(8) Seller will indemnify, defend and hold Purchaser harmless from any claims, damages, and liability of every kind, including all expenses of litigation and attorneys’ fees, arising from (i) breach of any Seller representation or warranty; (ii) breach or default under any covenants or agreements set forth in this Contract; or (iii) incurred under Environmental Requirements to address any release of Hazardous Materials for which Remedial Action is required by Environmental Requirements or any violation of Environmental Requirements caused by Seller.

(h) Condemnation. There is no pending or threatened condemnation or similar proceedings affecting the Property.

(i) OFAC Compliance. It has not been and will not be a person or entity described by Sec. 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who



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Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001) and has not been and will not be a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(j) Condition of Property. There are no material physical, structural, or mechanical defects in any part of the Property.

(k) Utilities. The Property has access to water, storm and sanitary sewer, gas, electricity, and telephone supplied directly to the Property by facilities of public utilities. To Seller's actual knowledge, all such utilities are located adjacent to the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

(l) Personal Property. There is no material personal property owned by Seller and used or associated with the Land.

(m) Documents. To the best knowledge of Seller, the Documents are true, correct and complete in all material respects (and without limitation, all other material information respecting the Property within its possession or control).

(n) Untrue Statement. None of the representations, warranties or covenants made by Seller under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

(o) Service Contracts and Leases. There are no contracts for services or any leases binding upon the Property.

All of the representations and warranties contained in this Section are made by Seller both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of 12 months thereafter.

7. Closing Conditions: Purchaser's purchase of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "**Closing Conditions**"):

(a) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate and complete in all material respects at the time of Closing as if made again at such time.

(b) Seller Obligations. Seller will have performed all obligations to be performed by each hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).

(c) Condition of Property. At Closing, title to the Property will be in the condition required by this Contract and the Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser.

(d) Suits or Proceedings. No action, suit or proceeding will be pending or threatened before any court, administrative agency or arbitrator wherein an unfavorable injunction, order, decree, ruling or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own and control the Property.



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If Purchaser determines, in Purchaser's sole direction, that any of the above Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing (as defined in Section 8), then Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in Section 5.

Seller will join with Purchaser in executing any applications, plats, or related documents necessary to satisfy the Closing Conditions set forth in this Section, including without limitation, requests for zoning changes or other matters related to Purchaser's use of the Property; provided, however, that Purchaser will pay all fees and expenses incurred by Purchaser in attempting to satisfy said Closing Conditions.

8. Closing. The closing ("**Closing**") will take place at the offices of the Title Company on a date ("**Closing Date**") selected by Purchaser which is on or before 30 days after the expiration of the Inspection Period (as the same may be extended), unless Purchaser terminates this Contract prior to such date in accordance with this Contract. Purchaser will notify Seller at least 5 business days in advance of the exact Closing Date, which Closing Date may occur prior to the expiration of the Inspection Period at Purchaser's election; if no such notice is given, then the Closing Date will be on the date which is the 30th day following the expiration of the Inspection Period.

9. Seller's Obligations at Closing. At the Closing, Seller will furnish or deliver to Purchaser, at Seller's expense, the following:

(a) Deed. A Special warranty deed covering the Property (the "**Deed**"), duly signed and acknowledged by Seller, which Deed will be in form acceptable to Purchaser, and will convey to Purchaser, its designee and/or its assigns good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. A Texas Owner's Policy of Title Insurance (with extended coverage) (the "**Title Policy**") issued by the Title Company, insuring good and marketable fee simple title to the Property in the Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions, except:

(i) Seller will comply with all Schedule B General Requirements (and equivalents) and such requirements will be removed;

(ii) All general exceptions will be removed;

(iii) The exception relating to standby fees and ad valorem taxes will except only to taxes owing for the current year and subsequent assessments for prior years due to change in Property usage or ownership;

(iii) There will be no exception for rights of parties in possession or for visible or apparent roadways or easements not shown on the Survey; and

(iv) Purchaser may receive, at its expense, such other endorsements as may be permitted by applicable insurance regulations as Purchaser may desire.

(c) Non-Foreign Affidavit. Not Required.



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(d) Evidence of Authority. Such documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Assignment of Additional Interests. An assignment of the Additional Interests in a form acceptable to Purchaser, free and clear of all liens, encumbrances, easements and other matters other than the Permitted Exceptions.

(f) Intentionally left blank

(g) Intentionally left blank

(h) Intentionally left blank

(i) Intentionally left blank, and

(j) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

(k) Possession. Possession of the Property shall be delivered at Closing.

10. Purchaser's Obligations at Closing. At the Closing, Purchaser will deliver to Seller, at Purchaser's expense, the following:

(a) Purchase Price. The Purchase Price.

(b) Evidence of Authority. Such documents as may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Intentionally left blank

(d) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

11. Costs and Adjustments.

(a) Taxes and Closing Costs. The Property is currently non-taxable. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities will be prorated between Purchaser and Seller on the basis of the latest available tax assessments. The apportionment of taxes will be upon the basis of (i) the tax rate for the current year of Closing (or the preceding year if the current year's statements are not available) applied to the latest assessed valuation, and (ii) if the Land is assessed as a part of a larger tax parcel, then taxes will be prorated based on the Land's percentage of the total land area included in the tax parcel; and adjustments in the prorations will be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments will be made within 30 days of receipt of such tax statements for the year of Closing. If the Land is assessed as a part of a larger tax parcel, Seller will pay at Closing, or deposit in escrow with the Title Company, the prorata share of the taxes attributable to that portion of the tax parcel not constituting a part of the Land. Notwithstanding the foregoing, Seller will be responsible for and will indemnify Purchaser against any and



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all rollback taxes and other taxes assessed from and after Closing which are attributable to the period prior to Closing due to a change in land use, ownership or otherwise. If rollback taxes will be assessed, Seller will pay or escrow with the Title Company an amount determined by the Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for the fees and expenses of their respective attorneys, one-half of the escrow fees charged by Title Company and one-half of the Survey costs. Seller will pay for the costs of (i) the tax certificates, (ii) all documentary and other transfer taxes payable in connection with the recordation of the Deed; (iii) all recording fees; and (iv) the Title Policy. Purchaser will pay the premium for any endorsements Purchaser desires to obtain to the Title Policy. Any other expenses, charges and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will be borne by the parties in accordance with the general custom and practice in Bell County, Texas, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, maintenance and service charges and all other normal operating charges of the Property will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(c) Intentionally left blank

(d) Adjustments. If any adjustments pursuant to this Section 11 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within 20 days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of 1 year after the Closing Date, and either party may dispute any such claim.

### 12. Indemnification.

(a) Seller agrees to indemnify, defend and hold Purchaser harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature, including, but not limited to, court costs and attorneys' fees, arising or attributable to (i) the period prior to the Closing Date and which are in any way related to the ownership, maintenance or operation of the Property, and all expenses related thereto, and (ii) Seller's breach of the representations and warranties set forth in Section 6 of this Contract.

(b) Purchaser agrees to indemnify, defend and hold Seller harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature, including, but not limited to, court costs and attorneys' fees, arising or attributable to the period on or subsequent to the Closing Date and which are in any way related to the ownership, maintenance or operation of the Property, including, but not limited to, court costs and attorneys' fees.

13. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at the Closing: (1) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (2) in the event of a casualty, taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty, condemnation, or taking is a "Material Event" (as defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money will be returned to Purchaser



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and the parties will have no further liability or obligation hereunder. As used in this Section, a “**Material Event**” means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$100,000.00; or (b) a casualty, taking or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser’s planned use of the Property.

### 14. Notices.

All notices, demands or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, whether required by this Contract or in any way related to the transaction contracted for herein, will be void and of no effect unless given in accordance with this Section. All notices will be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail will be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means will be effective when received by the party to whom the same is addressed, and such notices will be addressed as follows:

Seller:  
Belton Economic Development Corporation  
P. O. Box 1388  
Belton, Texas 76513  
Attn: Cynthia Hernandez  
Telephone: 254-770-2271  
Email: [chernandez@beltonedc.com](mailto:chernandez@beltonedc.com)

Purchaser:  
MDC COASTAL 5, LLC  
Attn: Stephen Burchett, Esq.  
11995 El Camino Real  
San Diego, CA 92130  
(858) 284-5000  
Email: [sburchett@realtyincome.com](mailto:sburchett@realtyincome.com); [kwalsh@realtyincome.com](mailto:kwalsh@realtyincome.com);  
[jsachs@realtyincome.com](mailto:jsachs@realtyincome.com)

15. Remedies. If Seller fails to timely comply with all conditions, covenants and obligations hereunder, or if any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller and Purchaser may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, the Earnest Money will be refunded to Purchaser and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser’s indemnity of Seller as provided in Section 5 and/or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including but not limited to enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein, an event of default by the Seller will not be deemed to have occurred unless and until Seller has failed to cure within 30 days of receipt of notice from Purchaser of such default.

If Purchaser fails to close the transaction contemplated hereunder, except due to a default by Seller, such failure will be an event of default by Purchaser (“**Purchaser Default**”) and Seller, as its sole and exclusive remedy, may terminate this Contract and receive from the Title Company the Earnest Money deposited with the Title Company as liquidated damages. Notwithstanding anything to the contrary contained herein, a Purchaser Default will not be deemed to have occurred unless and until Purchaser has failed to cure within



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30 days of receipt of notice from Seller of such default. The Earnest Money is agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies will in any case be collectible, enforceable or available to the Seller against Purchaser, and the Seller will accept the Earnest Money as the Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled. The foregoing limitations will not apply to Purchaser's indemnities pursuant to Section 5.

### 16. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state of Texas and venue with respect to any disputes arising hereunder will be in Bell County, Texas. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. Each party may waive any of the Contract's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. If it becomes necessary for either party to file a suit to enforce this Contract or any terms contained herein, the prevailing party may recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Descriptive Headings. The descriptive headings of the several sections contained in this Contract are inserted for convenience only and will not control or affect the meaning or construction of any of the terms hereof.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) and that certain dated September \_\_\_\_\_, 2020 constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This Contract and related documents may be executed by electronic copy, including DocuSign, unless otherwise specifically provided for herein or if an original is required by local custom or law.

(g) Real Estate Commission. Except for KBC Advisors (the "**Broker**") to whom Seller will pay a commission of 3% of the Purchase Price (the "**Commission**"), each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract. Seller will be obligated to pay any and all commissions or fees which may be due Broker in connection with the transactions contemplated herein. In the event of a claim for any other broker's or finder's fee or commissions in connection herewith, each party will indemnify the



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other against any such claims made based upon any act, statement, or agreement alleged to have been made by the indemnifying party.

(h) Intentionally left blank

(i) Exclusivity. Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not negotiate, or enter into, any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

(j) Assignment. Purchaser may, at its option and at any time during this Contract, assign this Contract without the consent of Seller.

(k) Effective Date. All references in this Contract to the “**Effective Date**” will mean the later of the dates upon which Seller and Purchaser execute this Contract as set forth on the signature page below.

(l) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

(m) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(n) Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party’s business, except that this sentence will not apply to Seller’s breach of its confidentiality obligations under this Contract.

(o) Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF SELLER AND PURCHASER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS CONTRACT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

(p) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller’s books and records to verify such payments and for compliance with this Section.



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### Additional Seller Clauses:

1. EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES AND AS OTHERWISE SET FORTH IN THIS CONTRACT OR ANY OF THE CLOSING DOCUMENTS, PURCHASER ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION "AS IS," WHERE "IS" AND "WITH ALL FAULTS." EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION, INCOME TO BE DERIVED FROM OR EXPENSES TO BE INCURRED WITH RESPECT TO SUCH PROPERTY, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH IN THIS CONTRACT. EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES AND AS OTHERWISE SET FORTH IN THIS CONTRACT OR ANY OF THE CLOSING DOCUMENTS, PURCHASER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF THE SELLER. PURCHASER IS PURCHASING THE PROPERTY WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED AND THE WARRANTIES AND REPRESENTATIONS EXPRESSLY SET FORTH IN THIS CONTRACT.

The provisions of this section regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

Duties After Termination. If this contract is terminated, Purchaser will promptly return to Seller all of Seller's records in Purchaser's possession or control. After return of the records, 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. If Purchaser terminates this contract, Purchaser will furnish Seller, at no charge, with copies of any surveys (boundary, topography, tree, etc.), site plans, engineering plans, development plans or studies, drainage studies, soil and substrata studies, property condition reports, environmental site assessments or geotechnical reports obtained by Purchaser.



2. No Recording. Purchaser may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Purchaser records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.
3. Amendment. This Contract may only be amended, modified, or changed by a traditional written document properly executed by Seller and Purchaser. Such amendment may be transmitted by e-mail, facsimile, or other method permitted by the provisions for giving notice in this Contract. (1) Seller does not assent or agree to and will not be bound by any electronic signature or other electronic record, and without limiting the foregoing, (2) Purchaser and Seller agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, including without limitation Chapter 322 of the Texas Business and Commerce Code, and any other laws applicable to contracting electronically do not and will not apply to the execution of this Contract, any amendment hereto, or the Notice of Suitability. The Parties acknowledge and agree that execution of this Contract, any amendment to this Contract, or the Notice of Suitability by Purchaser may be accomplished by electronic signature utilizing DocuSign or any similar technology.
4. This contract is subject to the approval of the City Council of the City of Belton, Texas.
5. The Property will be conveyed subject to the Restrictive Covenants recorded in Volume 5961, Page 869, Deed Records of Bell County, Texas.

[Signature Page to Follow]



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**EXECUTED** to be effective as of the Effective Date.

**SELLER:**

**Belton Economic Development Corporation,**  
a Texas non -profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**PURCHASER:**

**MDC COASTAL 5, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**RECEIPT OF ONE (1) EXECUTED COUNTERPART OF  
THIS CONTRACT IS HEREBY ACKNOWLEDGED:**

**TITLE COMPANY: CHICAGO TITLE INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Effective Date: \_\_\_\_\_



## ADDENDUM 1

### EARLY ACCESS TO PROPERTY

**1. Access Term.** Purchaser's right of early access to the Property shall commence on the date Purchaser delivers the Approval Notice to Seller and will continue until the Closing Date or earlier termination of the Contract (the "**Access Term**").

**2. Permitted Actions.** During the Access Term, Purchaser will have access to the Property for planning and measuring, grading, installation of utilities and other site work, construction of improvements and installation of furniture, fixtures, and telecommunication and other equipment, and any other activities to facilitate Purchaser's intended use(s) of and operations at the Property (collectively, the "**Permitted Actions**").

**3. Purchaser's Obligations.** Purchaser will (a) bear the costs of the Permitted Actions; (b) comply with all laws and ordinances applicable to the Property; (c) keep the Property free from any liens which might arise as a result of the Permitted Actions; and (d) obtain all governmental permits required for Purchaser's activities on the Property. Purchaser will not owe Landlord any fee, charge or payment for entering the Property or exercising the Permitted Actions. If Purchaser does not close on the purchase of the Property, Purchaser will remove all of its equipment, materials, products, and restore any material damage to the Land or Improvements caused by Purchaser, its agents or representatives to a reasonable equivalent of the condition existing immediately prior to the date Purchaser first accessed the Property.

**4. Insurance.** During the Access Term, Purchaser will carry, or cause its contractors or consultants to carry, commercial general liability and worker's compensation insurance for all of its employees working on the Property in accordance with the laws of the state in which the Property is located. Purchaser's commercial general liability policy will include Seller as an additional insured. Notwithstanding any other provision of this Contract, neither party will be liable to the other party or to any insurance company (by way of subrogation or otherwise) for any loss of, or damage to, any of its property located within the Property, which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage, including deductibles (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance, or self-insures the loss or damage). Said mutual waivers will be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Contract with respect to any loss of, or damage to, property of the parties. This waiver applies whether or not the loss is due to the negligent acts or omissions of Seller or Purchaser, or their respective officers, directors, employees, agents, contractors, or invitees. If required, each party agrees immediately to give its insurance company(ies) written notice of the terms of said mutual waivers and to have its insurance policies properly endorsed, if necessary, to provide for such waiver of subrogation and to prevent the invalidation of any coverage by reason of said waivers.

**5. Indemnity.** Purchaser will indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from the Purchaser's early access to the Property; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials not first placed on the Property by Purchaser, its agents, or representatives; or (iii) mere discovery of conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property.



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**



**CORRECTION**  
**DECLARATION OF COVENANTS, CONDITIONS**  
**AND RESTRICTIONS**

**Preamble**

This Declaration of Covenants, Conditions, and Restrictions is made on \_\_\_\_\_, 1999, at Belton, Bell County Texas, by DEVELOPMENT CORPORATION OF BELTON ["Declarant"], whose mailing address is 412 East Central Avenue, Belton, Texas, 76513.

**Recitals**

1. Declarant is the owner of all that certain real property ("the Property") located in Bell County, Texas, described in Exhibit "A" attached hereto, which has been platted as a subdivision known as BELTON BUSINESS PARK, which is shown on the plat recorded in Cabinet C, Slide 172, Plat Records of Bell County, Texas.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

**ARTICLE I**

**Definitions**

Advertising: Any promotion of commodities or services whether on-site or off site. Notice of merchandise or services, prices and specials as well as phone numbers are considered as advertisement.

Association: An incorporated association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot,



without any further documentation of any kind.

Board: means the Board of Directors of the Association.

Building: Any structure intended to house people or chattels. Dividing walls without openings within a structure (separate lease spaces) will not be deemed a separate building for purposes of these Development Standards.

Building, Main: A building in which is conducted the principal use of the lot on which it is situated.

Caliper: The diameter of a tree trunk will be measured at six inches (6") above ground level. If a tree is a multi-trunk variety, the caliper of the tree is the sum of one-half the total of all trunks less than one and one-half inches (1 1/2") and the total of all other trunks greater than one and one-half inches (1 1/2"), measured at twelve inches (12") above the ground level.

Developer: Means Declarant and its successors and assigns.

Development: The property known as the Belton Business Park located on the tracts described in Exhibit "A" to the Belton Business Park Declaration of Protective Covenants.

Enhanced paving: Brick, tile, stone, concrete paving units, or colored, textured concrete, stamped to have the appearance of brick or other individual paving units.

Evergreen Shrub: A shrub of a variety identified by the Plant List as an evergreen shrub.

Ground cover: Plants of species which normally reach a height of less than three feet (3') upon maturity, installed in such a manner so as to form a continuous cover over the ground.

Highly Reflective Glass: Glass with an exterior reflectance percentage of 27% or more of available visible light energy reflected away from the exterior surface of the glass.

Landscape Area: Any area which is permeable and capable of supporting living organic ornamental or native plant material, or waterscape. The landscape area must support trees, turf, ground covers, seasonal color and/or shrubs.

Landscape Buffer: The greenbelt area or landscape area from the front or side property lines adjacent to a dedicated thoroughfare extending a minimum of fifteen feet (15') into the lot or tract.

Masonry: An exterior facade material such as brick, stone, rock, concrete, concrete block, stucco marble glass and glass block.

Masonry Wall: An exterior wall composed of a singular or a combination of those materials defined as masonry laid up either unit by unit or pre-assembled panels.



**Monument Sign:** Any freestanding sign whose display face is directly on a base that is contiguous with the ground and is not elevated above grade by use of poles, struts, or wires.

**Outdoor Storage Area:** The storage of equipment, materials, goods, and supplies including the keeping of trucks and trailers which are not entirely enclosed within a building and which are directly related to the business of the owner or occupant of the improvement on a site.

**Owner:** means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

**Sites:** A lot, tract or parcel of land within the Belton Business Park which is to be developed. A site will be exclusive of any land dedicated for public use, such as streets, alleys and flood plains but may include mutual access, pedestrian, or utility easements, through the official platting process.

**Vehicular Sign:** Any sign on a vehicle moving along the ground or on any vehicle parked temporarily, incidental to its principal use for transportation. This definition will not include signs which are being transported to a site for permanent erection.

**Voting Rights:** The owner of each lot, with the exception of the Development Corporation Of Belton, will be entitled to one vote for each acre of land owned. When more than one person holds an interest in any lot the vote for such lot will be exercised as such members may determine among themselves, but in no event will more than one vote per acre be cast with respect to any lot. The Development Corporation Of Belton will be entitled to three (3) votes for each acre owned.

## **ARTICLE 2**

### **Architectural Control**

A Developer shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board of Directors of the Association. The initial members of the Architectural Control Committee are:

Charles Smith  
P. O. Box 659  
Belton, Texas 76513

Brad Crye  
3020 Summit Drive  
Belton, Texas 76513

Blair Williams  
P.O. Box 917  
Belton, Texas 76513



B The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- i Construction of any building, fence, wall, or other structure.
- ii Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- iii Any landscaping or grading of any Lot or Lots.

C To obtain approval to do any of the work described in Paragraph B, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

D The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

E If the Architectural Control Committee fails either to approve or reject an application for proposed work within 60 days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

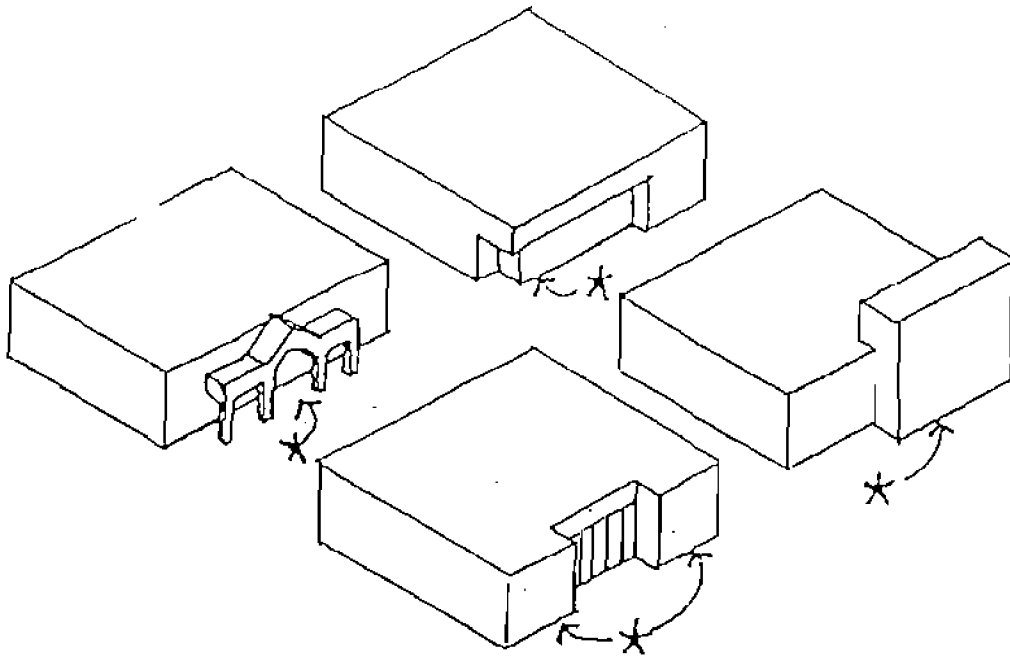


## ARTICLE 3

### Building Design

A Buildings that could, by the nature of their construction and use be considered as "big boxes", buildings of 25,000 sf. or more and 18' in eave height or more will have no less than thirty percent (30%) of the total area of their primary facade offset a minimum of four feet (4') (either in front of or recessed from) the remainder of the primary facade. See Figure 1.

FIGURE 1



B Exterior Walls - Area A defined as all property within Block 1 and Lot 1, Block 3

i Masonry materials will constitute a minimum of eighty percent (80%) of each exterior wall area excluding doors, windows or window walls.

ii When rear facades are visible from adjoining properties and/or public right of way they will be a finished quality and consist of colors and materials that blend with the remainder of the building(s) facade.

C Exterior Walls - Area B defined as all property within Block 2 and Block 3 except Lot 1, Block 3

Metal buildings will be allowed in Area B when the following conditions are met:

i Those facades facing public right of way are faced with or constructed from masonry material.



ii Metal colors are selected which blend with design and color of those facades facing public right of way.

## ARTICLE 4

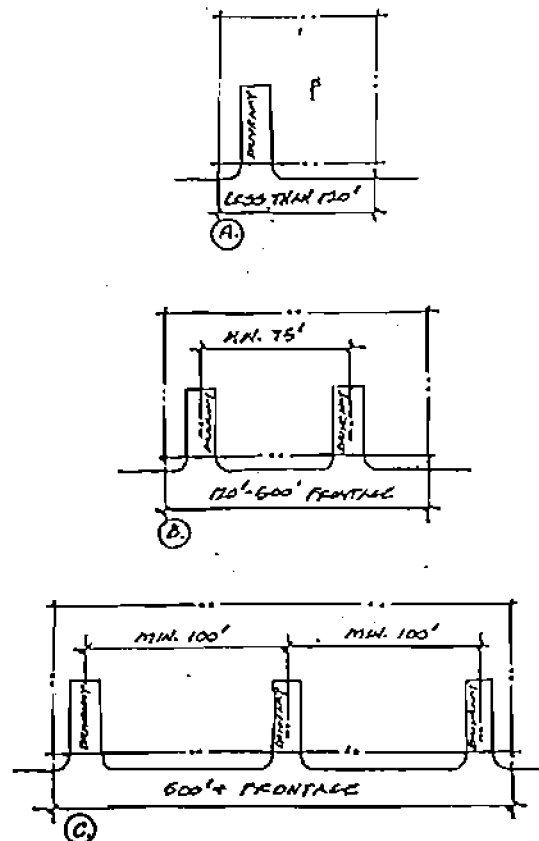
### Driveway Locations, Loading Areas and Parking Areas

#### A Driveway Standards for passenger vehicle parking areas

i The maximum number of driveways for each platted lot and the minimum spacing between such driveways will be as follows:

- a Less than 120' frontage: 1 driveway. (Fig 2A)
- b 120' to 500' frontage: 2 driveways with a minimum separation of 75 ft. (Fig 2B).
- c More than 500' frontage: 1 driveway per 500' plus 2, with a minimum separation of 100' ft. (Fig 2C).

FIGURE 2





ii Driveway location, width and radius must be designed in accordance with accepted traffic engineering principles. All driveway locations are subject to review and approval by the City of Belton with regard to the nature of the prevailing traffic, speed and volume.

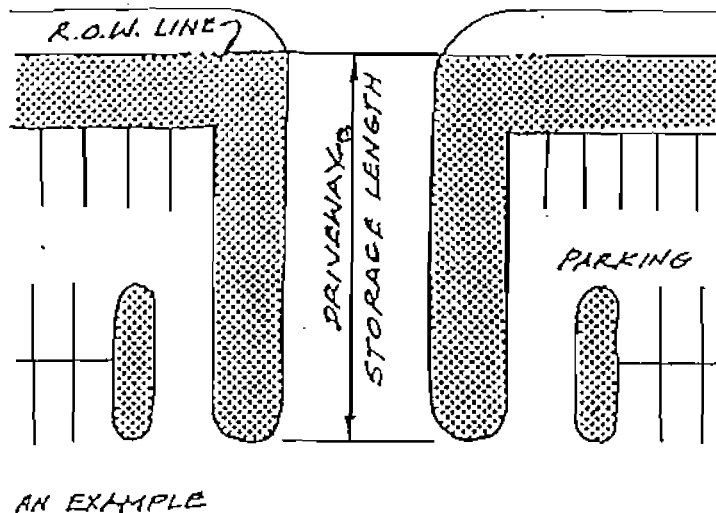
#### B Queuing/Driveway Storage Length Standards

Driveway storage is the distance between the street right-of-way line and the near side of the first intersecting interior aisle or parking stall. The minimum length of driveway storage will be as provided in Figure 3.

FIGURE 3

#### SPECIFIED DRIVEWAY STORAGE LENGTH

No. of spaces Per driveway	Minimum Storage Length in feet
Less than 50	28
50 to 200	50
More than 200	78





## C Loading and Unloading Areas

- i Driveways, aisles, maneuvering areas, and truck berths will be designed to accommodate the largest vehicles that would normally be expected to use those particular driveways, aisles, maneuvering areas and truck berths.
- ii Whenever possible, the site should be designed for counterclockwise circulation of large trucks, as left turns and left-hand backing maneuvers are easier and safer since the driver's position is on the left-hand side of the vehicle.
- iii All parking, loading, and maneuvering of trucks will be conducted off-street on private property.
- iv Required passenger vehicle parking will not be allowed within the truck dock apron space.
- v Special notice should be taken regarding the placement of these areas on the site as well as the screening requirements outlined in Section IV.

## D Parking Areas

- i All required parking areas, as well as truck parking, loading and maneuvering areas are required to be on paved concrete, asphalt or other similar impervious surface. Parking spaces shall be permanently and clearly identified by stripes, buttons, tiles curbs, barriers or other approved methods.
- ii Parking areas will not be permitted within any required landscape buffer strip or landscape easements
- iii. A maximum of 50% of the total required parking will be allowed in front of the primary building except in the following circumstances:
  - a Primary use of the building is retail
  - b Buildings specifically designed for multi-tenant use with direct entry for each tenant.



## ARTICLE 5

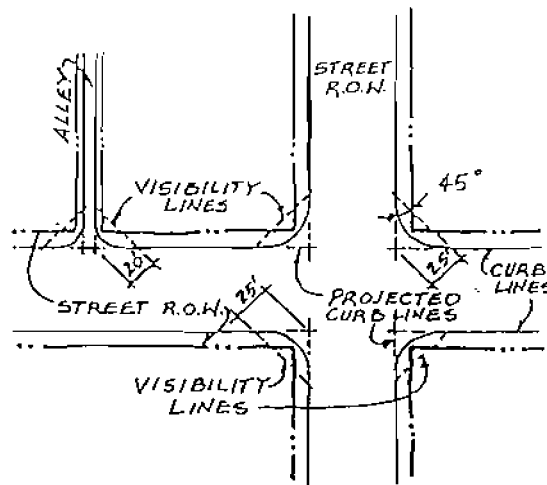
### Screening

Various site features, such as loading and parking areas, outdoor storage areas, mechanical and rooftop equipment, refuse facilities and utility accessories are all necessary components of a commercial and/or industrial development. However, extra effort must be taken to reduce the visual impact and/or screen these site features from adjoining properties and public right-of-way.

#### A General Requirements

i No fence, screen, wall or other visual barrier will be placed in such a manner as to obstruct the vision of motor vehicle drivers approaching any street intersection.

FIGURE 4



#### B Outdoor Storage and Display Areas

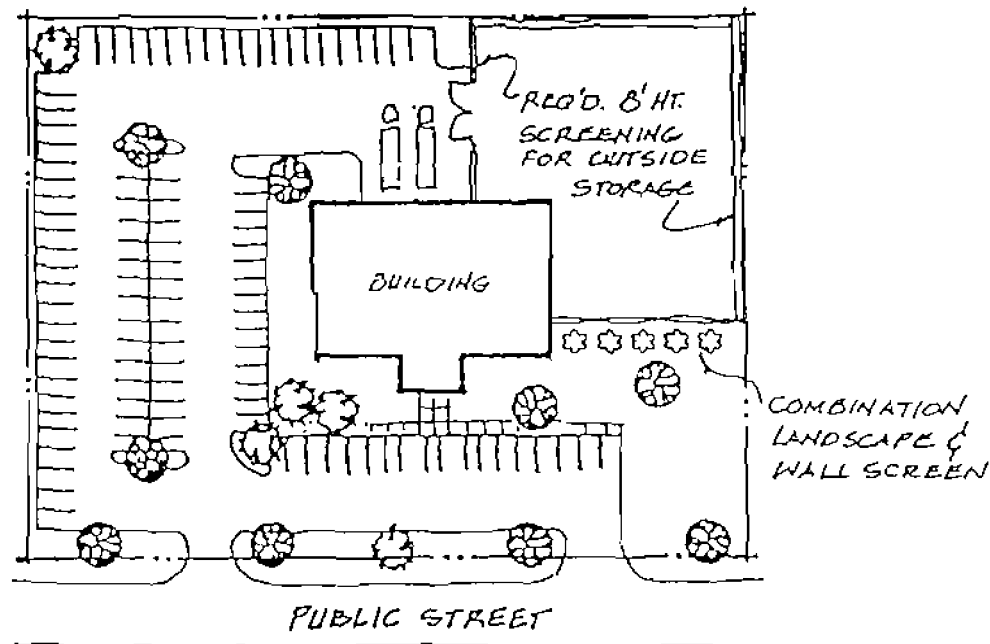
##### i Outside storage areas:

a Will not be located in the front portion of the lot between a public street and the line(s) projected along and beyond the face(s) of the building to the side lot lines.

b Will be screened from view of public streets and adjacent properties.



FIGURE 5



ii The outdoor storage area will be screened by one or a combination of the following elements.

a Earthen berms and landscaping, including evergreen shrubs, used in combination to achieve a minimum screening height of eight feet (8').

b Masonry walls or wood fencing and landscaping, including evergreen shrubs or trees used in combination to achieve a height of at least eight feet (8').

C. Location of loading areas, truck berths and service bay doors.

i Loading docks, truck berths and service bay doors will not be permitted on the primary frontage of the building.

ii Buildings shall be designed so that no truck loading berths, loading areas and service bay doors are placed on walls parallel to a public street which is adjacent to the property.

iii In those instances where the nature of the business, terrain of the property or shape of the lot dictate that loading docks or service bay doors be placed on side walls parallel to public streets, the design of the building must include screening sufficient to significantly reduce the impact of the loading/service area.

iv In those cases where property is adjacent the US Hwy. 190 frontage roads, no loading dock or service bay door will be constructed on the wall facing US Hwy. 190



Additionally no loading dock or service bay door will be located on a sidewall unless the door is 100' or more from the front property line along US Hwy. 190

#### D Site Features

Permitted incinerators, storage tanks, trash containers, heating, ventilation, air conditioning equipment and maintenance facilities, will either be housed in buildings or otherwise be screened from view of public streets which abut such sites.

#### E Roof Top Mechanical Equipment - Area A Only

All roof-mounted equipment including, but not limited to fans, vents, air conditioning units and cooling towers will be screened so as not to be visible to the immediate ground level of adjacent properties. When deemed appropriate by the architect, strong consideration should be given to utilizing the primary building facade to accomplish screening. In addition, roof-mounted equipment will be placed and finished in a manner which minimizes its visibility from overhead views from nearby buildings and elevated thoroughfare sections

i Overall screening height will be the height of the highest element of roof mounted equipment

ii The outside of the screening device, if independent of the building facade, will be painted or otherwise finished in a similar color to the color of the building facade, trim, or roof surface, whichever color is more effective in minimizing the visibility of the equipment and screen from ground level.

iii Roof-mounted equipment and the inside of the screening device will be painted or otherwise finished so as to be similar in color to the color of the roof surface in order to minimize the visibility of the equipment and screening device from overhead views

iv Roof color will be architecturally compatible with building color.

v To the greatest extent possible, roof-mounted equipment will be placed in a linear and/or grid configuration except for normal plumbing vents or flues.

FIGURE 6A

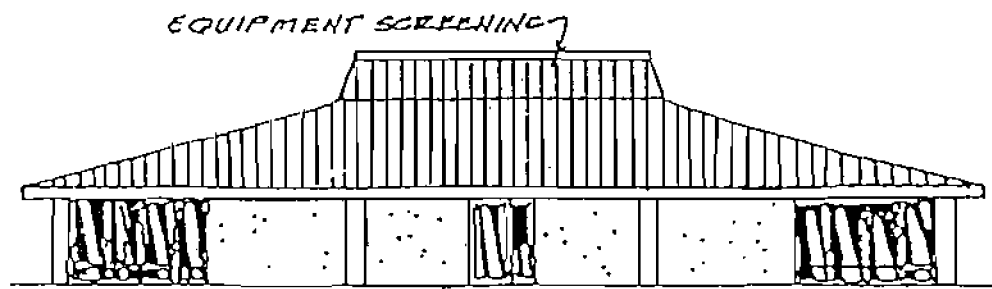
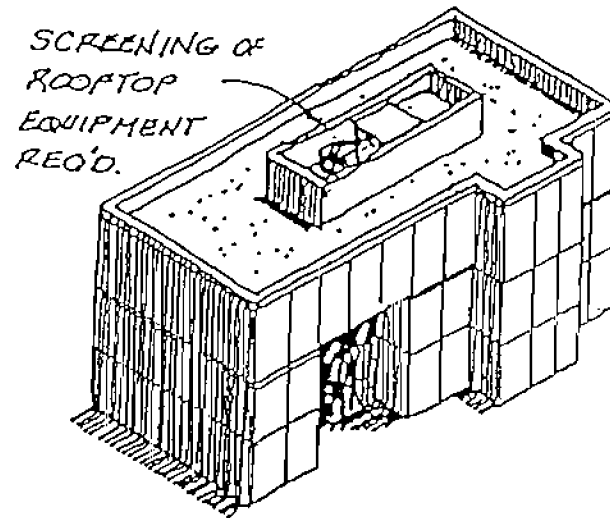




FIGURE 6B

**ARTICLE 6****Landscaping**

Landscaping is an important component in preserving the long term quality of the Belton Business Park. In Area A a minimum of 20% of total property shall be landscaped. In Area B a minimum of 10% shall be landscaped. In both areas the owners should take special care to design buildings and parking to preserve existing trees of 12" diameter or greater.

Landscape areas are defined as areas of:

Decorative Landscape Mulch  
Ground Cover  
Shrubs  
Minor Trees or Tree Shrubs  
Primary Trees  
Grass

**A Landscaping Required**

i A minimum of 15' wide landscape buffer area at the edge of all properties adjacent to public streets.

ii Owners will plant and maintain a minimum of one (1) primary tree every 50 linear feet of these landscape buffer strips. A combination of three Minor Trees or Tree Shrubs may be substituted for each Primary tree. However, fifty percent (50%) of the requirement for Primary Trees must be met.



iii Suggested Plant Materials:

a Primary Trees: Live Oak, Pecan, Burr Oak, Chinquapin Oak, Red Oak, Cedar Elm, Texas Red Maple. (minimum 2 1/2" caliper)

b Secondary Trees: Crape Myrtle, Tree Yaupon Holly, Mountain Laurel, Bradford Pear, Red Bud, Purple Leaf Plum.

c Shrubs: Leylandii Cypress, Waxleaf Ligustrum, Eleagnus, Variegated Privet, Pittosproom, Viburnum, Vitex, Photinia. (minimum 8' in height)

d Shrubs: Nandina, Abelia, Texas Sage, Barberry, Indian Hawthorne, Cleyera, Dwarf, Yaupon Holly, Armstrong Juniper, Blue Vase Juniper, Carissa Holly, Dwarf Chinese Holly, Dwarf Burford Holly, Cotoneaster, Boxwood.

e Ground Cover: Grasses, Asian Jasmine, Boston Ivy, Virginia Creeper, Honeysuckle, Liriope, Vinca, English Ivy, Monkey Grass

iv Irrigation - all required landscape areas will have fully automated underground irrigation systems.

v Areas not designated as landscape areas shall, at a minimum, be seeded in grasses and receive regular maintenance. In no case will large patches of uncovered soils exist.

In the interest of water conservation native plant materials of similar sizes maybe approved by the Design Review Committee.

## ARTICLE 7

### Glare and Illumination

#### A Glare

i Any illumination will be operated so as not to produce glare or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or distract from the use or enjoyment of adjacent property.

ii All outside lights will be made up of a light source and reflector so selected that acting together the light beam is controlled and not directed across any bounding property line above a height of three feet (3') at a maximum intensity of 0.5 foot candles.



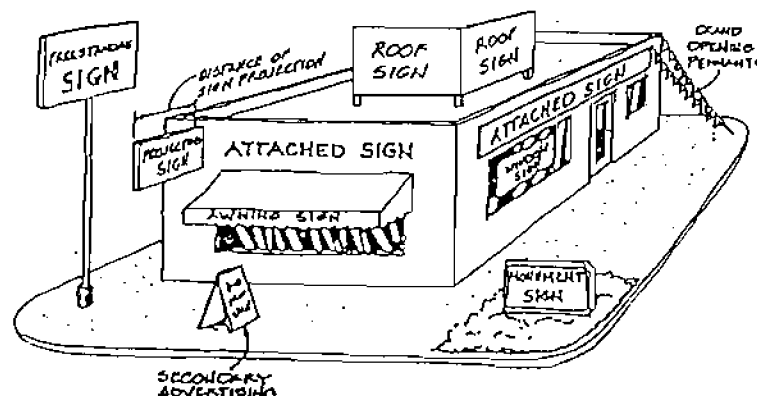
## ARTICLE 8

### Signage

#### A General Provisions (Figure 7)

- i No sign or part of any sign will flash, change its illumination or copy, rotate, move or create an illusion of movement, except that
- ii Time and temperature informational signs are not allowed.
- iii Marquee signs are not allowed.
- iv Freestanding, window or roof signs are not allowed.
- v No secondary advertising signs (such as "Cigarettes \$2.50") will be allowed.
- vi Signs identifying the owner or user will be allowed. The only other allowed signs would be of a directional nature, or temporary signs indicating construction, "for sale" or "for rent".
- vii Parking of a delivery vehicle with signage during normal business hours and/or overnight storage during non-operating hours at or near the outer edges of parking areas adjacent to public streets and roadways is prohibited. Such vehicles may however, be stored at or very near the entrance of the business which they advertise at any time.
- viii Search lights, banners and pennants will be allowed only in announcing the grand opening of a business establishment for a period of not more than 14 days. Whirly gigs and other types of wind activated devices and air balloons are prohibited.
- ix All signage will be consistent with the materials and colors of the architecture of the main buildings on the lot, the scale of the building and approved by the Design Review Committee.

FIGURE 7





## B Attached Signs

Attached signs are permitted in this Development in accordance with the following provisions:

### i Location:

a Attached signs must be attached to the tenant space which the sign identifies. Attached signs which identify the building name or principal occupant will be allowed anywhere on the building provided such sign is in accordance with other applicable provisions of these Development Standards

b No attached sign will project a distance greater than eighteen inches (18") from the architectural element to which it is affixed.

c No attached sign will project above wall to which it is attached

### ii Sign Area

a The sign area of an attached sign will have a maximum square footage of one (1) times the width of the tenant space or building measured along the main entrance or frontage.

b The total sign area of all attached signs on buildings having three (3) or more stories which identify the building name or principal occupant and are not attached to a tenant space will have a maximum square footage of one times the width of the main building frontage. This will be in addition to the total sign area allowed in (a.) above.

## C Monument Signs

Monument signs are permitted and encouraged in this Development. One monument sign is permitted per site unless a second monument sign is approved by the Design Review Committee. No part of a monument sign will be closer than fifteen feet (15') to any street right-of-way

## ARTICLE 9

### Prohibited Uses

A No lot or tract shall ever be used for the operation of a sexually oriented business whose services or products are offered for sale or consumption to the public on the premises.



B No trash, ashes or any other refuse may be thrown or dumped on any lot, park or drainage area in the subdivision, and no inoperable automobiles, machinery, equipment, appliances, discarded furniture, or similar types of articles shall be stored or kept on any lot.

## **ARTICLE 10**

### **Enforcement**

If the owners of any lot, or their heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the restrictions and/or covenants set forth in this declaration, it shall be lawful for the developer, or any owner, to prosecute any proceedings against the person or persons violating or attempting to violate any such restriction and/or covenant. The failure of the owner or tenant to perform his obligation hereunder would result in irreparable damage to developer and other owners of lots in the subdivision, thus the breach of any provision of this declaration may not only give rise to an action for damages, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

## **ARTICLE 11**

### **General Provisions**

A Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

B These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner



C The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument approved by more than a Fifty (50%) percent vote of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument approved by more than a Seventy-Five (75%) percent vote of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Bell County, Texas, and all requisite governmental approvals, if any, have been obtained.

D If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

E This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 7 day of JUNE, 1998, at Belton, Texas.

Grantor's signature

DEVELOPMENT CORPORATION OF BELTON

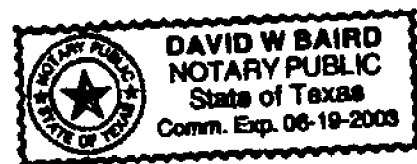
By: [Signature]

#### CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS           ?  
COUNTY OF BELL       ?

This instrument was acknowledged before me on this 7 day of June, 1998, by Blair Williams, President of DEVELOPMENT CORPORATION OF BELTON, on behalf of said corporation.

[Signature]  
Notary Public, State of Texas





This Declaration of Covenants, Conditions and Restrictions is made in place of and as a Correction Declaration of Covenants, Conditions and Restrictions, executed by Declarant, dated June 7, 1998, and recorded in Volume 4025, Page 745 of the Official Public Records of Real Property of Bell County, Texas, wherein by error or mistake Exhibit "A" containing the legal description of the real property was not attached to the document and this instrument is made by Declarant in order to correct said mistake, and in all other respects confirming said former Declaration of Covenants, Conditions and Restrictions.



April 20, 1999

Field Notes for the FINAL PLAT OF BELTON BUSINESS PARK, PHASE I  
for:

Part of the LEWIS WALKER SURVEY, Abstract Number 860, situated in Belton, in Bell County, Texas, and embracing a portion of the tract described in the deed to Development Corporation of Belton, a Texas Corporation recorded in volume 3663, page 217 of the Bell County Deed Records.

Beginning at a 5/8 inch iron rod found in the north right-of-way of U.S. Highway Number 190, being in the north line of a tract described in the deed to The State of Texas, Parcel No. 10 recorded in volume 1192, page 253 of said Deed Records, for the southwest corner of Lot 1, Block 1 of LOOP 121 COMMERCIAL PARK, an addition in Belton, in Bell County, Texas as it appears upon the map recorded in Cabinet B, Slide 84-B of the Bell County Plat Records, being the southeast corner of said Development Corp. tract, from said 5/8 inch iron rod found, a Texas Highway Department concrete monument for an angle point in said north line of the Highway, being in the west right of way line of Farm to Market Road Number 3467 (Loop Number 121) bears south 82 degrees-46 minutes-20 seconds east 106-33/100 feet, (deed call is south 82 degrees-46 minutes-30 seconds east).

Thence north 82 degrees-46 minutes-20 seconds west (deed call is north 82 degrees-46 minutes-30 seconds west). along said north line of Highway 190 and State of Texas tract, for the south line of said Development Corp. tract, at 338-1/10 feet pass a point from which a Texas Highway Department concrete monument bears south 7 degrees-13 minutes-40 seconds west 0-7/10 of a foot, and continue, at 1338-3/10 feet pass another point from which a Texas Highway Department concrete monument bears south 7 degrees-13 minutes-30 seconds west 0-8/10 of a foot, and continue, at 1436-34/100 feet pass a City of Belton Brass Disk monument set in the centerline of the proposed Kirkley Boulevard whose NAD 83 coordinates in US Survey Feet are North= 10,357,461.56 and Easting= 3,186,753.06, and continue in all, 1837-59/100 feet to a 5/8 inch iron rod set for the southerly southwest corner of said Development Corp. tract, being the northwest corner of said State of Texas Parcel No. 10 tract, being the northeast corner of said State of Texas tract, Parcel No. 9 recorded in volume 1174, page 299 of said Deed Records, and being in the east line of a tract described in the deed to Jesse Gomez recorded in volume 738, page 444 of said Deed Records, from said 5/8 inch iron rod set, a 1/2 inch iron rod found, set by others, bears south 15 degrees west 0-70/100 of a foot.



April 20, 1999

Page 2 of 4

Field Notes for the FINAL PLAT OF BELTON BUSINESS PARK, PHASE 1  
for: (continued)

Thence north 15 degrees-56 minutes-45 seconds east (deed call) along a west line of said Development Corp. tract, for said east line of Gomez tract, 390-69/100 feet to a 1-1/4 inch iron pipe found for the northeast corner of said Gomez tract, being a re-entrant corner of said Development Corp. tract.

Thence north 73 degrees-52 minutes-27 seconds west (deed call is north 73 degrees-52 minutes-30 seconds west) along a northerly south line of said Development Corp. tract, for the north line of said Gomez tract, at 208-8/10 feet pass a point for the northwest corner of said Gomez tract, being the northeast corner of a tract described in the deed to Saragosa Minor, et ux recorded in volume 826, page 445 of said Deed Records, continuing along the north line of said Minor tract, at 612-8/10 feet pass a point for the northwest corner of said Minor tract, being the northeast corner of Tract One described in the deed to Kathleen McGinnis recorded in volume 1837, page 486 of said Deed Records, and continue in all, 666-40/100 feet to a 5/8 inch iron rod set in the centerline of a creek.

Thence along said centerline of the creek: north 38 degrees-10 minutes-44 seconds east 458-44/100 feet to a 5/8 inch iron rod set; and north 18 degrees-04 minutes-23 seconds east 125-76/100 feet to a 5/8 inch iron rod set.

Thence south 73 degrees-52 minutes-27 seconds east 837-70/100 feet to a 5/8 inch iron rod set.

Thence north 17 degrees-06 minutes-25 seconds east 70-01/100 feet to a 5/8 inch iron rod set.

Thence north 73 degrees-52 minutes-27 seconds west 826-34/100 feet to a 5/8 inch iron rod set in said centerline of the creek.

Thence continuing along said centerline of the creek: north 24 degrees-09 minutes-49 seconds east 277-99/100 feet to a 5/8 inch iron rod set; north 3 degrees-49 minutes west 306-10/100 feet to a 5/8 inch iron rod set; north 77 degrees-57 minutes-26 seconds east 366-76/100 feet to a 5/8 inch iron rod set; north 46 degrees-06 minutes-01 second east 473-04/100 feet to a 5/8 inch iron rod set; south 59 degrees-50 minutes-04 seconds east 461-74/100 feet to a 5/8 inch iron rod set; north 72 degrees-15 minutes-35 seconds east 241-66/100 feet to a 5/8 inch iron rod set; and north 16 degrees-31 minutes-05 seconds east 366-30/100 feet to a 5/8 inch iron rod set in the north line of said Development Corp. tract, being in the south line of a tract described in the deed to Reed Ewing Henderson, et ux recorded in volume 742, page 121 of said Deed Records.



April 20, 1999

Field Notes for the FINAL PLAT OF BELTON BUSINESS PARK, PHASE 1  
for: (continued)

Thence south 73 degrees-28 minutes-55 seconds east along the north line of said Development Corp. tract for the south line of said Henderson tract, to and along the south line of a tract described in the deed to Minnie H. Henderson recorded in volume 817, page 26 of said Deed Records, 1402-93/100 feet to a 5/8 inch iron rod set in the west right-of-way line of Farm to Market Road Number 3467 (Loop 121), being in the west line of a tract described in the deed to the State of Texas, Parcel No. 6 recorded in volume 662, page 381 of said Deed Records, being the north corner of a tract described in the deed to the State of Texas, Parcel No. 1, Part No. 2 recorded in volume 2201, page 311 of said Deed Records, for the southeast corner of said Minnie H. Henderson tract, (deed call is south 73 degrees-29 minutes east).

Thence along the west line of said Loop 121 and State of Texas Parcel No. 1, Part No. 2 tract, for the east line of said Development Corp. tract: south 19 degrees-44 minutes west (deed call)

33-93/100 feet to a Texas Highway Department Concrete Monument found at the beginning of a curve to the left whose radius is 3879-75/100 feet; and then southwesterly along said curve to the left, 396-85/100 feet to a 5/8 inch iron rod set for the northerly southeast corner of said Development Corp. tract, being the northeast corner of a tract described in the deed to James Grant Hibbeler recorded in volume 2805, page 306 of said Deed Records, for the northwest corner of a tract described in the deed to the State of Texas, Parcel No. 4 recorded in volume 2183, page 543 of said Deed Records, the long chord of said 396-85/100 feet arc is south 21 degrees-08 minutes-40 seconds west 396-68/100 feet.

Thence north 72 degrees-48 minutes-20 seconds west along the northerly south line of said Development Corp. tract, for the north line of said Hibbeler tract, 485-87/100 feet to a 3/4 inch iron pipe found for the northwest corner of said Hibbeler tract, being a re-entrant corner of said Development Corp. tract, (deed call is north 72 degrees-48 minutes-30 seconds west).

Thence south 16 degrees-47 minutes-45 seconds west (deed call) along the west line of said Hibbeler tract, for an east line of said Development Corp. tract, 830-57/100 feet to a 3/4 inch pipe found for the southwest corner of a tract described in the deed to Sally Jean Hibbeler recorded in volume 2805, page 316 of said Deed Records.

Thence south 72 degrees-53 minutes-35 seconds east along the south line of said Sally Hibbeler tract, for a north line of said Development Corp. tract, 480-50/100 feet to a 1/2 inch iron pipe found in the west right of way line of said Loop 121, being the southwest corner of said State of Texas, Parcel No. 4 tract, and being the northwest corner of a tract described in the deed to the



April 20, 1999

Field Notes for the FINAL PLAT OF BELTON BUSINESS PARK, PHASE 1  
for: (continued)

State of Texas Parcel No. 1, Part 1 recorded in volume 2201, page 311 of said Deed Records, (deed call is south 72 degrees-53 minutes-30 seconds east).

Thence along the west line of said Loop 121 and State of Texas Parcel No. 1, Part 1: south 17 degrees-07 minutes-14 seconds west (deed call is south 17 degrees-07 minutes-15 seconds west) 165-92/100 feet to a Texas Highway Department Concrete Monument for an angle point in said Loop 121 and State of Texas tract; south 22 degrees-51 minutes-11 seconds west (deed call is south 22 degrees-51 minutes west), 100-63/100 feet to a Texas Highway Department Concrete Monument for an angle point in said Loop 121 and State of Texas Parcel No. 1, Part 1 tract; and south 17 degrees-05 minutes-19 seconds west (deed call is south 17 degrees-05 minutes-19 seconds west) 401-12/100 feet to a 5/8 inch iron rod set for the northeast corner of said Lot 1, Block 1 Loop 121 Commercial Park.

Thence north 72 degrees-53 minutes-38 seconds west along the north line of said Loop 121 Commercial Park, for a south line of said Development Corp. tract, 175-06/100 feet to a 1/2 inch iron rod found for the northwest corner of said Loop 121 Commercial Park, being a re entrant corner of said Development Corp. tract, (deed call is north 72 degrees-53 minutes-30 seconds west).

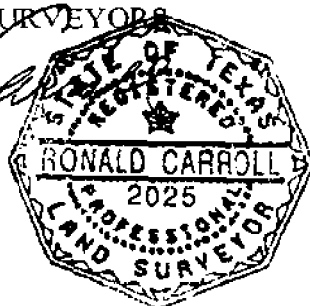
Thence south 17 degrees-06 minutes-22 seconds west along the west line of said Loop 121 Commercial Park for a east line of said Development Corp. tract, 329-76/100 feet to the place of beginning and containing 108-55/100 acres, (deed call is south 17 degrees-06 minutes-30 seconds west).

Basis of bearings is taken from the Texas State Plane Coordinate System, Central Zone, NAD83 datum as determined by the City of Belton Control Monument system. See attached 24 inch by 36 inch sketch that accompanies these field notes

Surveyed April 20, 1999.

RONALD CARROLL SURVEYOR

Ronald Carroll



FILED FOR RECORD  
2008 FEB 2 PM 3 02  
VADA SUTTON  
CLERK, BELL COUNTY  
DEPUTY

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# Staff Report – City Council Agenda Item

## Agenda Item #11

Conduct a work session regarding a proposed minimum building standards ordinance.

### Originating Department

Planning – Bob van Til, Interim Director of Planning

### Summary Information

The purpose of this work session is to discuss a proposed ordinance that establishes policies and procedures for minimum building standards and the abatement of substandard or dilapidated buildings

Safe buildings are key to a vibrant and sustainable community. Hazardous structures constitute a public nuisance and pose a danger to the public. Effective policies and procedures, that will both protect property rights and withstand legal challenges, are essential to address possible blight and distress of substandard buildings.

The current ordinance was adopted in 1981, and it addresses housing exclusively. The proposed ordinance covers all structures, and fills in the procedural gaps that are in the current ordinance. Texas Local Government Code Chapters 54 and 214 govern this process. These chapters provide the statutory framework for the process to establish minimum building standards and address abatement for substandard buildings. The proposed ordinance complies with the Texas Local Government Code.

The discrepancies between the 1981 ordinance and the provisions in the Texas Local Government Code were discovered when the City hired Carl Macek, Building Inspector, to help with addressing substandard structures.

### The Proposed Ordinance:

- Repeals the ordinance from 1981.
- Incorporates the provisions from State law.
- Adopts the 2015 International Property Maintenance Code (IPMC).
- Includes all structures, not just residences.
- Establishes procedures to abate substandard structures.
- Establishes a Building and Standards Commission (BSC), replacing the current Housing Board of Adjustment. The BSC is quasi-judicial, similar to the Zoning Board of Adjustment. The actions of the BSC are final, and decisions do not go to Council.
- Provides property owners an appeal process to district court.



The abatement process includes a significant outreach effort to property owners. This includes sending notices and certified letters, posting notices onsite, publishing a notice in the newspaper, filing notices at the City and the County Clerk's office, and conducting a public hearing at the Building and Standards Commission.

Staff has been working with property owners on pending substandard buildings, and have some locations that may need to go through this process. However, we expect the vast majority of substandard building abatement cases will be resolved voluntarily at the staff level with the building standards established by this ordinance. The Building and Standards Commission will hear a small percentage of cases where the property owner has refused to cooperate, or the City is unable to locate the property owner.

Next steps:

Schedule a public hearing and action on the ordinance for November 10, 2020.

**Fiscal Impact:**

N/A

**Recommendation**

Conduct a work session to discuss the proposed Substandard Buildings Ordinance.

**Attachments**

Draft Ordinance

PowerPoint Presentation



**ORDINANCE NO. 2020-##**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 4, ARTICLE VII, MINIMUM HOUSING CODE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

---

**WHEREAS**, the amendments proposed herein have been presented to the City Council and due notice of said amendments and hearing on said amendments has been given as required by law, and a hearing on said amendments before the City Council of the City of Belton was set for the 10th day of November, 2020, at 5:30 p.m. for hearing and adoption; and

**WHEREAS**, a hearing was held upon the amendments by the City Council of the City of Belton of the time, place and date herein before set forth; and

**WHEREAS**, said amendments were duly required by changes in the Texas Local Government Code; and

**WHEREAS**, the standards contained within this ordinance are intended to provide the statutory framework for the process to establish minimum building standards and address abatement for substandard buildings; and

**WHEREAS**, the City Council has determined that the proposed amendments are reasonable.

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

**PART 1:** The existing “Article VII – Minimum Housing Standards” of Chapter 4 of the Code of Ordinances for the City of Belton, Texas, is hereby amended as follows:

**“Article VII – Minimum Housing Standards” is deleted in its entirety and is hereby replaced with Attachment A.**

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

**PART 3:** This ordinance shall take effect November 10, 2020, after its passage in accordance with the provisions of the Charter of the City of Belton, Texas, and it is accordingly so ordained.



**PART 4:** Chapter 4 of the Code of Ordinances of the City of Belton, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**PART 5:** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** on this the 10th day of November, 2020.

---

Wayne Carpenter, Mayor

ATTEST:

---

Amy M. Casey, City Clerk



## EXHIBIT A

### ARTICLE VII. - MINIMUM BUILDING STANDARDS

#### DIVISION 1. – GENERALLY

##### **Sec. 4-241. - Adopted.**

The 2015 International Property Maintenance Code is hereby adopted and is made a part of this article for all purposes, with the exception of such sections thereof as are deleted, modified, or amended in Exhibit B attached hereto and made a part of this article for all purposes.

##### **Sec. 4-242. - Purpose.**

This article is adopted pursuant to Texas Local Government Code, Chapter 54 and Chapter 214. The purpose of this article is to establish the minimum standards for the continued use and occupancy of all types of buildings and structures within the City, regardless of the date of their construction, in order to safeguard the public health, safety and welfare and to protect property.

##### **Sec. 4-243. – Scope and Enforcement.**

- (a) This article shall apply to all dangerous buildings or other structures, and any of its components or systems, and shall apply equally to new and existing conditions.
- (b) The City's Building Official is responsible for the administration and enforcement of this article.

##### **Sec. 4-244. - Definitions.**

Building Official means the officer or other designated authority, or his duly authorized representative, charged with the administration and enforcement of this article.

Commission means the Building and Standards Commission of the City.

Construction standards means all of the construction codes adopted by the City of Belton.

Structure means a building or other structure, or part of a building or other structure.

Vacate means to leave the premises and not return until further allowed by the Building Official or Commission.

Dangerous building or structure means any premises, building or structure, in whole or in part, that is:

- (a) Unoccupied by its owners, lessees, or other invitees, and is not secured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage, or it could be entered or used by minors, regardless of the structural condition of the building or structure; or
- (b) Boarded up, fenced, or otherwise secured in any manner if:
  - (1) The building constitutes a danger to the public, even though secured from entry; or
  - (2) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building in the manner described in subsection (a) of this definition; or



- (c) Dilapidated, substandard or unfit for human habitation and a hazard to the public health, safety, and welfare. A building, premises or structure that contains the following defects shall be considered a dangerous building or structure under this definition:
- (1) Interior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line, passing through the center of gravity, falls outside the middle third of its base;
  - (2) 33% or more damage or deterioration to the supporting member(s), or 50% damage or deterioration to the non-supporting enclosing or outside walls or covering, exclusive of the foundations;
  - (3) Improperly distributed loads upon floors or roofs, or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used, or in which the stress of any material, member or portion thereof, due to all imposed loads, including dead load, exceeds the stresses allowed in the construction standards adopted by the City;
  - (4) Damage from fire, flood, earthquake, wind, or other cause so as to have become dangerous to life, safety or the general health and welfare of the occupants or the general public;
  - (5) Damage from fire, flood, earthquake, wind, or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirements established by the construction standards adopted by the City for new buildings;
  - (6) Condition of the structure or building is likely to cause sickness or disease, so as to cause injury to the health, safety, or general welfare of those living therein or to persons or property in its vicinity;
  - (7) Decay, deterioration or dilapidation, reasonably likely to cause the structure to fully or partially collapse;
  - (8) Light, air and sanitation facilities which are inadequate to protect the health, safety or general welfare of human beings who occupy the building or structure;
  - (9) Inadequate facilities for egress in case of fire or panic, or those having insufficient stairways, elevators, fire escapes, or other means of communication in order to evacuate in a timely and expedient manner in order to avoid injury or peril from within;
  - (10) Parts thereof which are detached that they may reasonably be expected to fall and injure members of the public or property;
  - (11) Any exterior appendage or portion of the building or structure that is not securely fastened, attached or anchored so that it is capable of resisting wind or similar loads as required by the construction standards adopted by the City;
  - (12) Insufficient space for sleeping or occupation of the building;
  - (13) Unsafe, unsanitary or dangerous to the health, safety or general welfare;
  - (14) Unsafe, unsanitary or not provided with adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life, or which in relation to existing use, constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment; or



- (15) Constructed or maintained in violation of a specific requirement of any of the construction codes adopted by the City or contrary to any State law.

**Sec. 4-245. – 250. - Reserved**

**DIVISION 2. – BUILDING AND STANDARDS COMMISSION**

**Sec. 4-251. - Commission created; membership; term of office**

- (a) Pursuant to the authority vested in the City under Texas Local Government Code, Chapter 54, Subchapter C, a Building and Standards Commission is hereby created which shall be composed of five (5) regular members and four (4) alternate members appointed by the City Council for two year terms. Such alternates shall serve in the absence of one or more regular members when requested by the Mayor, City Manager, or designated representatives. The current Housing Board of Adjustment and Appeals board members shall be appointed as the initial five (5) regular members on this newly created Commission, if appointment is so desired.
- (b) The City Council may remove a Commission member for cause on written charge. Before a decision regarding removal is made, the City Council must hold a public hearing on the matter if requested by the Commission member subject to the removal action. If the Commission member is removed, the vacancy shall be filled for the unexpired term.

**Sec. 4-252. - Authority of Commission; procedures**

- (a) The Commission shall have all powers, duties, and responsibilities authorized by State law, it being the intent of the City of Belton to fully implement Subchapter C of Chapter 54 of the Texas Local Government Code.
- (b) A majority vote of the members of the Commission on a matter is necessary to take any action.
- (c) The Building Official shall present all cases to the Commission on the City's behalf.
- (d) The Commission shall adopt rules and procedures in accordance with this chapter governing the conduct of hearings before the Commission, providing ample opportunity for the presentation of evidence and testimony by respondents or persons opposing charges brought by the City, acting through the Building Official, relating to the violation of City ordinances.

**Sec. 4-253. - 255 Reserved**

**DIVISION 3. – PUBLIC NUISANCE ABATEMENT**

**Sec. 4-256. - Public nuisance.**

The City declares every dangerous building or structure as herein defined to be a public nuisance and subject to repair, vacation or demolition to abate such nuisance, as herein provided, in order to protect the health, safety and welfare of the occupants and the public.

**Sec. 4-257. - Standards for repair, vacation or demolition.**

- (a) *Repair.* If the dangerous building or structure can be feasibly repaired, or the condition



remedied, so that it will no longer exist in violation of the terms of this chapter, it shall be ordered remedied or repaired. Repairs shall be deemed feasible only if less than 50% of the structure of the building must be repaired or replaced, or the value of the structure is reduced by less than 50% because of the violations.

- (b) *Vacated and/or secured.* If the dangerous building or structure is in such a condition as to make it hazardous to the health, safety or general welfare of its occupants or the public, it shall be ordered vacated and secured, and the order may also require the occupants to be relocated.
- (c) *Demolition.* In any case where more than 50% of a building or structure is damaged, decayed or deteriorated, it shall be ordered demolished or removed, unless the Commission deems that the structure can be feasibly repaired or the condition remedied. In all cases where a building cannot be repaired, it shall be ordered demolished.

#### **Sec. 4-258. - Minimum standards for continued use or occupancy.**

In this article, the minimum standards that shall determine the suitability of a building for continued use or occupancy, regardless of the date of construction, are those found in Chapter 4 of the City's Code of Ordinances and this article.

#### **Sec. 4-259. – 260. - Reserved**

### **DIVISION 4. – BUILDING AND STANDARDS HEARING**

#### **Sec. 4-261. - Commencement of proceedings.**

Whenever the Building Official has determined that a building is a dangerous building or structure, he shall obtain a date and time for a public hearing before the Commission to determine whether the building complies with the standards set out in the City's Code of Ordinances and this article. The Building Official may seek voluntary compliance with this article from the owner, lienholder, or mortgagee of the building or structure before seeking a hearing before the Commission. If the Building Official receives voluntary compliance from the owner, lienholder or mortgagee, the Building Official need not seek a public hearing from the Commission.

#### **Sec. 4-262. - Notice of hearing**

- (a) Notice of the public hearing required under Section 4-261 shall be sent to the owner of record, lienholder, and mortgagee of the affected property. The notice shall be served at least ten (10) calendar days before the hearing date. The notice may be served personally, by certified mail, return receipt, or by delivery by the United States Postal Service using signature confirmation. The executed return receipt shall be prima facie evidence of service. If the owner of record, lienholder, or mortgagee of the building cannot be identified, the City shall make a diligent effort, use its best efforts, or make a reasonable effort to determine the identity and address of the owner, a lienholder, or mortgagee. If a notice is mailed according to this subsection and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice shall be deemed to be delivered.
- (b) Notice of the public hearing must be posted on the front door of each building or structure situated on the affected property or as close to the front door as practicable.
- (c) Notice of the public hearing must be published in a newspaper of general circulation in the



City on one occasion on or before the 10<sup>th</sup> day before the date fixed for the hearing.

- (d) The City may file a notice of the hearing in the official public records of real property for Bell County. The notice must contain:
  - (1) The name and address of the owner of the affected property, if that information can be determined;
  - (2) A legal description of the affected property; and
  - (3) A description of the hearing, including the date time and place of the hearing.
- (e) The filing of the notice of hearing in the official public records of real property for Bell County is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice and constitutes notice of the hearing on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

#### **Sec. 4-263. - Contents of notice.**

- (a) The notice shall contain:
  - (1) The name and address of the owner of the affected property if that information can be determined;
  - (2) A legal description of the affected property; and
  - (3) A description of the hearing, including the date time and place of the hearing.
- (b) A notice of a public hearing required by Sec. 4-261 sent to an owner, lienholder or mortgagee shall:
  - (1) Include a statement that the owner, lienholder, or mortgagee will be required to submit at the hearing written proof of the scope of any work that may be required to comply with this article, and the time it will reasonably take to perform the work; and
  - (2) Contain a description of each violation which allegedly exists, a statement that the City may perform the required work to abate the violation if the owner fails to do so, and an explanation of the owner's right to a hearing before the Commission.

#### **Sec. 4-264. - Diligent or best efforts by the City.**

Under this article, the City is deemed to have made a diligent effort, used its best efforts, or made a reasonable effort to determine the identity and address of an owner, a lienholder, or mortgagee if it searches the following records:

- (a) County real property records of the county in which the building is located;
- (b) Appraisal district records of the appraisal district in which the building is located;
- (c) Records of the secretary of state;
- (d) Assumed name records of the county in which the building is located;
- (e) Tax records of the City; and
- (f) Utility records of the City.

#### **Sec. 4-265. - Public hearing.**

At the hearing, the Building Official shall present evidence of the condition of the building and may recommend a course of action. The owner, lienholder, mortgagee or any other interested party may present evidence on any relevant issues.



**Sec. 4-266. – 270. - Reserved**

**DIVISION 5. – COMMISSION ORDERS**

**Sec. 4-271. - Commission orders.**

- (a) After the public hearing before the Commission, if a building is found in violation of the standards set out in this article or any other applicable ordinances, the Commission may find the building to be a dangerous building or structure and order that the building be vacated, secured, repaired, removed, or demolished by the owner within a reasonable time.
- (b) The mortgagees and lienholders may be provided an additional reasonable amount of time to comply with the ordered action in the event the owner fails to comply with the order within the time provided by the Commission.
- (c) A Commission order shall require the owner, lienholder, or mortgagee of the building to within 30 days:
  - (1) secure the building from unauthorized entry; or
  - (2) repair, remove or demolish the building, unless the owner or lienholder establishes at the hearing that the work cannot reasonably be performed within 30 days.
- (d) If the Commission allows the owner, lienholder, or mortgagee more than 30 days to repair, remove or demolish the building, the Commission shall set specific time schedules for the commencement and performance of the work, and shall require the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed, as determined by the Commission.
- (e) The Commission may not allow the owner, lienholder, or mortgagee more than 90 days to repair, remove or demolish the structure or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:
  - (1) at the hearing submits a written detailed plan and time schedule for the work; and
  - (2) establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.
- (f) If the Commission allows the owner, lienholder, or mortgagee more than 90 days to complete any part of the work required to repair, remove or demolish the building, the Commission will require the owner, lienholder, or mortgagee to regularly submit progress reports, as defined by the Commission, to the Building Official to demonstrate compliance with the time schedules established for commencement and performance of the work. The order may require that the owner, lienholder, or mortgagee appear before the Commission or the Building Official to demonstrate compliance with the time schedules.
- (g) If the Commission allows the owner, lienholder, or mortgagee to repair, remove or demolish the building, the work shall be done in compliance with all permitting requirements of the City and State of Texas. Any repair work must comply with the applicable codes for the work to be completed.
- (h) If the owner, lienholder, or mortgagee owns property, including structures and improvements on property, within the City limits with a value that exceeds \$100,000 in total value, the Commission may require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate enough to cover the cost of repairing, removing or demolishing a



structure under subsection (f) of this section. In lieu of a bond, the Commission may require the owner, lienholder, or mortgagee to provide a letter of credit from a financial institution or guaranty from a third party approved by the Commission. The bond must be posted, or the letter of credit or third party guaranty provided, not later than the 30<sup>th</sup> day after the Commission issues the order. Value may be determined by using the appraised value of real property improvements as determined by the Bell County Tax Appraisal District, or its successor in interest.

- (i) The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with the applicable City ordinances and the time it will take to reasonably perform the work.

#### **Sec. 4-272. - Actions subsequent to Commission order.**

- (a) Within 10 days after the date the order is issued, the City shall:

- (1) File a copy of the order in the office of the City Clerk; and
- (2) Publish in a newspaper of general circulation in the City in which the building is located a notice containing:
  - a. The street address or legal description of the property;
  - b. The date of the hearing;
  - c. A brief statement indicating the results of the order; and
  - d. Instructions stating where a complete copy of the order may be obtained.

- (b) The Building Official shall promptly mail by certified mail, return receipt requested, or signature confirmation, a copy of the order to the owner of the structure and to any lienholder or mortgagee of the structure. The City shall use its best efforts to determine the identity and address of any owner, lienholder, or mortgagee of the structure. If a copy of the order is mailed according to this subsection and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the mailing is not affected, and the copy of the order shall be deemed to be delivered.

#### **Sec. 4-273. - Compliance with Commission order**

- (a) If the building is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the allotted time, the City may vacate, secure, remove, or demolish the structure or relocate the occupants at its own expense.
- (b) If the City incurs expenses under subsection (a) of this section, the City may assess the expenses on, and the City has a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the building is located. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the City for the expenses. The lien arises and attaches to the property at the time the notice of lien is recorded and indexed in the office of the Bell County Clerk. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which the building is located, the amount of expenses incurred by the City, and the balance due. The lien is a privileged lien, subordinate only to tax liens.
- (c) This section does not limit the City's ability to collect on a bond or other financial guaranty that may have been required by Section 4-271(h).



**Sec. 4-274. – 280. - Reserved**

**DIVISION 6. – CITY’S AUTHORITY**

**Sec. 4–281. - City’s authority to secure a dangerous structure.**

- (a) The City may secure a building if the Building Official determines:
  - (1) It violates the minimum standards; and
  - (2) It is unoccupied or is occupied only by persons who do not have a right of possession to the building.
- (b) Before the 11<sup>th</sup> day after the date the building is secured, the Building Official shall give notice to the owner by:
  - (1) Personally serving the owner with written notice;
  - (2) Depositing the notice in the United States mail addressed to the owner at the owner’s post office address;
  - (3) Publishing the notice at least twice within a 10 day period in a newspaper of general circulation if personal service cannot be obtained and the owner’s post office address is unknown; or
  - (4) Posting the notice on or near the front door of the building if personal service cannot be obtained and the owner’s post office address is unknown.
- (c) The notice must contain:
  - (1) An identification, which is not required to be a legal description, of the building and the property on which it is located;
  - (2) A description of the violation of the City standards that is present at the building;
  - (3) A statement that the City will secure or has secured, as the case may be, the building; and
  - (4) An explanation of the owner’s entitlement to request a hearing about any matter relating to the City’s securing the building.
- (d) The Commission shall conduct a hearing at which the owner may testify or present witnesses or written information about any matter relating to the City’s securing of the building if, within 30 days after the date the City secures the building, the owner files with the Building Official a written request for the hearing. The Commission shall conduct the hearing within 20 days after the date the request is filed.
- (e) If the City incurs expenses under this section, the City may assess the expenses on, and the City has a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the building is located. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the City for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the Bell County Clerk. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which the building is located, the amount of expenses incurred by the City, and the balance due.
- (f) After the hearing conducted in accordance with subsection (d) of this section, the Commission may:



- (1) Uphold the City's actions; or
  - (2) Order that the amount of the lien assessed under subsection (e) of this section be reduced or extinguished.
- (g) The authority granted by this section is in addition to any other remedy provided in this Chapter or by State law.

**Sec. 4-282. - Additional authority.**

- (a) A Commission order issued pursuant to Section 4-271 may require that after the expiration of the time allotted for repair, removal or demolition of a building:
  - (1) That the City repair, remove or demolish the building or structure at the expense of the City and may place a lien on the land which the building stands or to which it is attached for the expenses of the repair, removal or demolition in accordance with Section 4-273; or
  - (2) Assess a civil penalty against the property owner for failure to repair, remove or demolish the building and may recover the penalty by placing a lien on the property.
- (b) The City may repair a building under subsection (a) of this section only to the extent necessary to bring the building into compliance with the minimum standards and only if the building is a residential building with ten or fewer dwelling units. The repairs may not improve the building to the extent that the building exceeds minimum housing standards.
- (c) If the Commission assesses the civil penalty against the owner under subsection (a) of this section, the City shall impose a lien against the land on which the building stands or stood, unless it is a homestead as protected by the Texas Constitution, to secure the payment of the repair expenses or the civil penalty. Promptly after the imposition of the lien, the City must file for record, in recordable form in the office of the Bell County Clerk, a written notice of the imposition of the lien. The notice must contain a legal description of the land.
- (d) Any civil penalty or other assessment imposed under this chapter accrues interest at the rate of 10 percent per year from the date of the assessment until paid in full.
- (e) The City's right to the assessment lien cannot be transferred to third parties.
- (f) A lien acquired under this section by the City for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead by a person 65 years of age or older.
- (g) The Commission may assess by order, and the City may recover, a civil penalty against a property owner at the time of the Commission hearing on violations of this Chapter in an amount not to exceed \$1,000 a day for each violation or, if the owner shows that the property is the owner's lawful homestead, in an amount not to exceed \$10.00 a day for each violation, if the City proves:
  - (1) The property owner was notified of the requirements of this ordinance and the owner's need to comply with the requirements; and
  - (2) After notification, the property owner committed acts in violation of the ordinance or failed to take an action necessary for compliance with the ordinance.
- (h) Notice of an action taken under subsection (a) of this section shall be the same notice provided for in Section 4-272.



- (i) The authority granted by this section is in addition to any other remedy provided in this Chapter or by State law.

#### **Sec. 4-283. - Placing of placard on structure.**

The Building Official may place a red placard on a structure or dwelling unit that is unsanitary or unsafe, warning of its dangerous condition. A person commits an offense if:

- (a) Without authority from the Building Official, he removes or destroys a red placard placed by the Building Official;
- (b) He occupies a vacant structure or dwelling unit on which the Building Official has placed a red placard; or
- (c) As owner of a structure or dwelling unit, he allows a person to occupy or continue to occupy a structure or dwelling unit on which he is aware or should be aware that the Building Official has placed a red placard.

#### **Sec. 4-284. - Emergency cases.**

- (a) In cases where it reasonably appears there is an immediate and imminent danger to the life or safety of any person unless a dangerous building as defined in this chapter is immediately vacated, repaired, closed or demolished, the Building Official shall cause the immediate vacation, repair, closure or demolition of such dangerous building or part thereof. The Building Official shall use the least intrusive means to abate the emergency.
- (b) The Building Official shall make reasonable attempts to notify the affected persons in accordance with Section 4-272. The costs of such emergency repair, vacation or demolition of such dangerous building shall be collected in the manner as provided for by Section 4-272.

#### **Sec. 4-285. - Disconnecting public utilities.**

The Building Official may request that public utilities be disconnected in order that demolition may be accomplished without delay when an order for demolition has been issued or when an emergency situation exists.

#### **Sec. 4-286. - Violation, penalty.**

Any violation of any provision of this chapter constitutes a misdemeanor and upon conviction thereof is subject to a fine in accordance with the provisions of the City's Code of Ordinances or other ordinances adopted but not yet codified. Each and every day a violation continues constitutes a separate offense.

#### **Sec. 4-287. - Civil Penalty.**

In addition to imposing a criminal penalty, the City may, in accordance with Texas Local Government Code Article 54, bring a civil action against a person violating a provision of this chapter relating to dangerous buildings. The civil action may include, but is not limited to, a suit to recover a civil penalty not to exceed \$1,000.00 for each day or portion of a day during which the violation is committed, continued or permitted.

#### **Sec. 4-288. - Seizure or sale of property to recover expenses**



The City may foreclose a lien on property under this chapter in a judicial proceeding, if:

- (a) a building or other structure on the property has been demolished;
- (b) a lien for the cost of demolition of the building or other structure on the property has been created and that cost has not been paid more than 180 days after the date the lien was filed;  
**and**
- (c) ad valorem taxes are delinquent on all or part of the property.

**Sec. 4-289. – 4-300. - Reserved**

**DIVISION 7. - APPEAL**

**Sec. 4-301. - Judicial Review.**

- (a) Any owner, lienholder, or mortgagee of record of property jointly or severally aggrieved by an order of the Commission issued under Section 4-271 may file in district court a verified petition setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be filed by the owner, lienholder, or mortgagee within 30 calendar days after the respective dates a copy of the final decision of the City is mailed to them by first class mail, certified return receipt requested, or such decision shall become final as to each of them upon the expiration of each such 30 calendar day period.
- (b) On the filing of the petition, the court may issue a writ of certiorari directed to the City to review the order of the Commission and shall prescribe in the writ the time within which a return on the writ must be made, which must be longer than 10 days, and served on the realtor or the realtor's attorney.
- (c) The City may not be required to return the original papers acted on by it, but it is sufficient for the City to return certified or sworn copies of the papers or of parts of the papers as may be called for by the writ.
- (d) The return must concisely set forth other facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.
- (e) The issuance of the writ does not stay proceedings on the decision appealed from.
- (f) Costs may not be allowed against the City.
- (g) If the decision of the Commission is affirmed or not substantially reversed but only modified, the district court shall allow to the City all attorney's fees and other costs and expenses incurred by it and shall enter a judgment for those items, which may be entered against the property owners, lienholders, or mortgagees, as well as all persons subject to the proceedings before the Commission.
- (h) If no appeals are taken from the decision of the Commission within the required period, the decision of the Commission is, in all things, final and binding.

**Sec. 4-301. – 4-320. - Reserved**



## EXHIBIT B

### DIVISION 8. - AMENDMENTS

#### Sec. 4-321. - Changes to the 2015 International Property Maintenance Code

##### (1) Section 102 APPLICABILITY

- (a) Subsection 102.3 Application of other codes. *Change "NFPA 70" to "City of Belton Chapter 4, Article IV, Electrical Code."*

##### (2) Section 107 NOTICES AND ORDERS

- (a) Subsection 107.1 Notice to person responsible. *Delete*
- (b) Subsection 107.2 Form. *Delete*
- (c) Subsection 107.3 Method of service. *Delete*

##### (3) Section 110 DEMOLITION

- (a) Subsection 110.2 Notices and Orders. *Delete*

##### (4) Section 111 MEANS OF APPEAL

- (a) *Delete entire Section (111.1, 111.2, 111.2.1, 111.2.2, 111.2.3, 111.2.4, 111.2.5, 111.3, 111.4, 111.4.1, 111.5, 111.6, 111.6.1, 111.6.2, 111.7, 111.8).*

##### (5) Section 201 GENERAL

- (a) Subsection 201.3 Terms defined in other codes. *Change "NFPA 70" to "City of Belton Chapter 4, Article IV, Electrical Code."*

##### (6) Section 302 EXTERIOR PROPERTY AREAS

- (a) Subsection 302.4 *Change "jurisdiction to insert height in inches" to "12 inches."*
- (b) Subsection 302.8 Motor vehicles. *Delete*
- (c) *Add "Subsection 302.10 - **Demolition procedure.** When a building or structure is to be demolished, it shall be the responsibility of the owner, or those with ownership interest, to see that demolition is accomplished in accordance with the following provisions:*
  - 1. *Materials taken from the building will not be stacked or placed on adjoining property owners' lot;*
  - 2. *Such materials may be stored on the lot where demolition is occurring, but shall be removed as promptly as possible;*
  - 3. *Demolition shall not cause damage to adjacent property;*
  - 4. *All utilities will be discontinued and the sanitary sewer outlet permanently sealed after the building is demolished to prevent escaping sewer gases and inflow of surface water;*
  - 5. *All building materials and debris from the demolished building shall be removed so that the property will be cleared of any such building portions;*
  - 6. *The demolition site shall be left in a rake-clean condition, removing all concrete slabs, piers or other materials associated with the building; and*
  - 7. *The demolition site shall be graded to a uniform grade to facilitate adequate drainage without causing pooling or drainage onto adjacent property."*



**(7) Section 304 EXTERIOR STRUCTURE**

- (a) Subsection [F] 304.3 Premises identification. *Delete*
- (b) Subsection 304.14 Insect screens. *Insert January 1 to December 31 where applicable.*

**(8) Section 308 RUBBISH AND GARBAGE**

- (a) Subsection 308.2.1 Rubbish storage facilities. *Delete*
- (b) Subsection 308.2.2 Refrigerators. *Delete*
- (c) Subsection 308.3.1 Garbage facilities. *Delete*
- (d) Subsection 308.3.2 Containers. *Delete*

**(9) Section 602 HEATING FACILITIES**

- (a) Subsection 602.3 Heat Supply. *Insert January 1 to December 31 where applicable.*
- (b) Subsection 602.4 Occupiable work spaces. *Insert January 1 to December 31 where applicable.*

**(10) Section 604 ELECTRICAL FACILITIES**

- (a) Subsection 604.2 Service. *Change "NFPA 70" to "City of Belton Chapter 4, Article IV, Electrical Code." And change "60 amperes" to "100 amperes."*

**Sec. 4-322. – 4-325. - Reserved**

**DIVISION 9. – APPENDIX A**

**Sec. 4-326. - Add Appendix A, BOARDING STANDARD, from 2015 International Property Maintenance Code.**

**(1) Appendix A102 MATERIALS**

- (a) Subsection A102.3 Boarding fasteners. *Delete*
- (b) *Add "Subsection A102.3 boarding fasteners. Screws of such a length, as required to penetrate the assembly, shall be used as boarding fasteners. Boarding shall be fastened alternating every 6" on center."*

**(2) Appendix A103 INSTALLATION**

- (a) Subsection A103.1 Boarding installation. *Delete "Figures A103.1(1) and A103.1(2)"*
- (b) Subsection A103.1 Boarding installation. *Add "Figure A103.1(1) and A103.1(2) is an optional method of boarding."*
- (c) Subsection A103.3 Windows. *Delete*
- (d) Subsection A103.4 Door walls. *Delete*

**Sec. 4-327. – 4-332. - Reserved**





# PROPOSED MINIMUM BUILDING STANDARDS ORDINANCE

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BELTON CITY COUNCIL WORK SESSION

OCTOBER 27, 2020



# MINIMUM BUILDING STANDARDS ORDINANCE

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- Purpose of this work session - discuss proposed ordinance that establishes minimum building standards and policies and procedures for the abatement of substandard or dilapidated buildings.
- Current ordinance adopted in 1981
- Process is governed by Texas Local Government Code 54 and 214
- 1981 local ordinance lacks needed provisions of State law
- Updated ordinance is important:
  - Minimum building standards – desirable addition
  - Substandard buildings are a possible blight
  - Safe buildings build vibrant and sustainable communities
  - Goal is voluntary compliance with standards





# MINIMUM BUILDING STANDARDS ORDINANCE

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- 1 Repeals the ordinance from 1981
- 2 Incorporates the provisions from State law,
- 3 Adopts the 2015 International Property Maintenance Code (IPMC),
- 4 Includes all structures not just residences.
- 5 Establishes a Building and Standards Commission (BSC) – comprised of 5 members and 4 alternates,
  - > Replaces the current Housing Board of Adjustment.
  - > The BSC is quasi-judicial, similar to the Zoning Board of Adjustment.
  - > The actions of the BSC are final; decisions will not be considered by City Council.
- 6 Establishes procedures to abate substandard structures.
- 7 Provides property owners an appeal process to district court



# MINIMUM BUILDING STANDARDS ORDINANCE

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## I. Proposed Process:

1. Identification of dangerous structure
2. Notice to owner(s); filing of notices, newspaper notice, posting of placards (minimum of 10 calendar days prior to the public hearing)
3. Public hearing
4. Commission action
5. Compliance by owner:
  1. More than 30 days: Commission sets schedule
  2. More than 90 days: detailed plan by owner and progress reports back to the Commission
6. Appeal to district court
7. City abatement; lien filed

## II. Emergency action by City; authorized to secure the building; begin the abatement process.

1. Owner has 30 days to request a hearing with the Commission
2. Commission must meet within 20 days of receiving the request
3. Public hearing
4. Commission action



# MINIMUM BUILDING STANDARDS ORDINANCE

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## Next Steps:

- Advertise for a public hearing on November 10, 2020
  - Conduct public hearing
  - Consider adoption of ordinance
- 
- Questions or comments

Thank you