



City of Belton, Texas

City Council Meeting Agenda
Tuesday, May 11, 2021 - 5:30 p.m.
Wright Room at the Harris Community Center
401 N. Alexander, Belton, Texas

**PLEASE NOTE: FACE COVERINGS ARE STRONGLY
RECOMMENDED WHERE SOCIAL DISTANCING
CANNOT BE MAINTAINED.**

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember Guy O'Banion.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Public Information Officer Paul Romer.

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

Invocation. The Invocation will be given by Mayor Wayne Carpenter.

1. Call to order.
2. Administer the Oath of Office to newly elected Councilmembers.
3. Select Mayor Pro Tem.
4. Proclamations:
 - A. Police Week: May 9-15, 2021 and Peace Officers' Memorial Day: May 15, 2021
 - B. Emergency Medical Services Week: May 16-22, 2021
5. Public Comments.

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

information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda.

Consent Agenda

Items 6-11 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

6. Consider minutes of April 27, 2021, City Council Meeting.
7. Consider a resolution confirming consent for a proposed bond issue by the Bell County Municipal Utility District (MUD) No. 1 as provided for in the Development Agreement between the City, the MUD, and W&B Development II, LLC.
8. Consider authorizing the City Manager to execute deeds for two small existing property encroachments into Heritage Park described below:
 - A. Approximately 500 sq. ft. located behind the residence at 1905 Leon Street and owned by Jennifer and Gary Hancock; and
 - B. Approximately 1500 sq. ft. located behind the residence at 1913 Leon Street and owned by Gina and Joe Wiener.
9. Consider authorizing rehabilitation of the pumps at the Loop 121 pump station by Smith Pump Company, Inc.
10. Consider authorizing the BEDC Executive Director to execute a contract for the sale of 2.7 acres on Powell Avenue to Nickster, LLC.
11. Consider authorizing the BEDC Executive Director to execute a contract with KPA Engineers dba Covey Landscape Architects for development of a Downtown Belton Marketing Plan and authorizing a budget amendment to fund the project.

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.

If interpreter services for the deaf or hearing impaired are required, please contact the City Clerk at (254) 933-5817 at least 48 hours in advance.



City of Belton, Texas

City Council Meeting Agenda
Tuesday, May 11, 2021 - 5:30 p.m.
Wright Room at the Harris Community Center
401 N. Alexander, Belton, Texas

OFFICE OF THE CITY MANAGER

PLEASE NOTE: FACE COVERINGS ARE STRONGLY RECOMMENDED WHERE SOCIAL DISTANCING CANNOT BE MAINTAINED.

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember Guy O'Banion.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Public Information Officer Paul Romer.

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

Invocation. The Invocation will be given by Mayor Wayne Carpenter.

1. **Call to order.**
2. **Administer the Oath of Office to newly elected Councilmembers.**

City Attorney John Messer will administer the Oath of Office to the newly elected Councilmembers:

Place 1 – John R. Holmes, Sr. (2-year term)
Place 2 – Dan Kirkley (2-year term)
Place 3 – Craig Pearson (3-year term)
Place 4 – David K. Leigh (3-year term)

3. **Select Mayor Pro Tem.**

The Mayor will conduct the process for selection of Mayor Pro Tem.

4. **Proclamations:**

A. **Police Week: May 9-15, 2021 and Peace Officers' Memorial Day: May 15, 2021**

Assistant City Manager/Chief of Police Gene Ellis will be present to receive this proclamation.

B. **Emergency Medical Services Week: May 16-22, 2021**

Fire Chief Jon Fontenot and a representative of AMR will be present to receive this proclamation.

5. **Public Comments.**

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

Consent Agenda

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6. **Consider minutes of April 27, 2021, City Council Meeting.**

A copy of the minutes is attached. Recommend approval.

7. **Consider a resolution confirming consent for a proposed bond issue by the Bell County Municipal Utility District (MUD) No. 1 as provided for in the Development Agreement between the City, the MUD, and W&B Development II, LLC.**

See Staff Report from City Manager Sam Listi. Recommend adoption of the resolution confirming consent for the MUD bond issue in the amount of \$3.425M.

8. **Consider authorizing the City Manager to execute deeds for two small existing property encroachments into Heritage Park described below:**

- A. Approximately 500 sq. ft. located behind the residence at 1905 Leon Street and owned by Jennifer and Gary Hancock; and
- B. Approximately 1500 sq. ft. located behind the residence at 1913 Leon Street and owned by Gina and Joe Wiener.

See Staff Report from City Manager Sam Listi. Recommend authorization for deed execution to resolve these encroachment issues.

- 9. Consider authorizing rehabilitation of the pumps at the Loop 121 pump station by Smith Pump Company, Inc.

See Staff Report from Director of Public Works Angellia Points. Recommend authorizing the pump rehabilitation as presented.

- 10. Consider authorizing the BEDC Executive Director to execute a contract for the sale of 2.7 acres on Powell Avenue to Nickster, LLC.

See Staff Report from BEDC Executive Director Cynthia Hernandez. Recommend authorizing the sale of 2.7 acres to Nickster, LLC.

- 11. Consider authorizing the BEDC Executive Director to execute a contract with KPA Engineers dba Covey Landscape Architects for development of a Downtown Belton Marketing Plan and authorizing a budget amendment to fund the project.

See Staff Report from BEDC Executive Director Cynthia Hernandez. Recommend authorizing the contract and the corresponding budget amendment.

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.

If interpreter services for the deaf or hearing impaired are required, please contact the City Clerk at (254) 933-5817 at least 48 hours in advance.

WHEREAS, in every American community, law enforcement officers are committed to the preservation of life and property, risking their lives to protect us from all who would mock the law, providing protection, law and order, and serving the cause of justice; and

WHEREAS, law enforcement officers, including members of the Belton Police Department, accept a profound responsibility and work to uphold our laws, safeguard our rights and freedoms, and serve on the front lines in the fight against crime and terrorism; and

WHEREAS, we honor the heroism of all our law enforcement officers, especially those who have given their lives so that others might live, asking God's blessing for the families and friends they left behind; and

WHEREAS, on October 1, 1962, President Kennedy proclaimed May 15th of each year as "Peace Officers' Memorial Day" in honor of officers who have been killed or disabled in the line of duty, and that flags shall be flown at half staff on that day. It was further proclaimed that the calendar week in which May 15 falls shall be designated "Police Week"; and

WHEREAS, the City of Belton is deeply grateful to its law enforcement officers, and publicly salutes the service, valor, and dedication of officers in our community and communities across the nation.

NOW THEREFORE, I, WAYNE CARPENTER, Mayor of the City of Belton, Texas, do hereby proclaim the week of May 9-15, 2021, as

"POLICE WEEK"

and proclaim May 15, 2021, as

"PEACE OFFICERS' MEMORIAL DAY"

in the City of Belton, Texas, and urge all citizens to join with families, friends, and fellow law enforcement officers in honoring the memories of those dedicated officers who gave their lives for our protection. I further urge all citizens to extend heartfelt appreciation to our law enforcement officers for the invaluable services they perform.

IN WITNESS THEREOF, I have hereunto set my hand, and have caused the Official Seal of the City of Belton, Texas, to be affixed this 11th day of May, 2021.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers.

NOW THEREFORE, I, WAYNE CARPENTER, Mayor of the City of Belton, Texas, do hereby proclaim the week of May 16-22, 2021, as

“EMERGENCY MEDICAL SERVICES WEEK”

in the City of Belton, Texas, and urge all citizens to join with the community in honoring these dedicated professionals for the invaluable services they perform.

IN WITNESS THEREOF, I have hereunto set my hand, and have caused the Official Seal of the City of Belton, Texas, to be affixed this 11th day of May, 2021.

Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk

Belton City Council Meeting
April 27, 2021 – 5:30 P.M.

The Belton City Council met in regular session in the Wright Room of the Harris Community Center. Members present included Mayor Wayne Carpenter, Mayor Pro Tem Dan Kirkley and Councilmembers David K. Leigh, Craig Pearson, Guy O'Banion, John R. Holmes, Sr. and Daniel Bucher. Staff present included Sam Listi, Gene Ellis, John Messer, Amy Casey, Jon Fontenot, Paul Romer, Chris Brown, Mike Rodgers, Angellia Points, Charlotte Walker, Bob van Til, Tina Moore, Matt Bates, Larry Berg, Allen Fields and Daniel Aguirre.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember David K. Leigh, and the pledge to the Texas Flag was led by Director of IT Services Chris Brown. The Invocation was given by Councilmember Dan Kirkley.

1. **Call to order.** Mayor Carpenter called the meeting to order at 5:31 p.m.
2. **Public Comments.** *(Audio 1:29)*

There were none.

Consent Agenda

Items 3-5 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately. *(Audio 1:33)*

3. **Consider minutes of April 13, 2021, City Council meeting**
4. **Consider an ordinance amending the FY2021 City of Belton Fee and Rate Schedule related to Meter Box Replacement Fees.**
5. **Consider a resolution denying Oncor's application for approval of a Distribution Cost Recovery Factor to increase distribution rates within the City.**

Upon a motion by Councilmember Holmes, and a second by Councilmember Leigh, the Consent Agenda, including the following captioned ordinance and resolution, was unanimously approved upon a vote of 7-0.

ORDINANCE NO. 2021-07

AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE CITY OF BELTON FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021.

RESOLUTION NO. 2021-16-R

A RESOLUTION OF THE CITY OF BELTON, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS

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

Planning and Zoning

6. **Hold a public hearing and consider a zoning change from Single Family Residential – 2 District with a Conservation Revitalization Overlay (SF-2 w/CR Overlay) to a Planned Development – Commercial Highway (PD-CH) on approximately 0.126 acres located at 802 S. Pearl Street described as Connell, Block 002, Lot Pt. 1. (Audio 2:21)**

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

Upon a motion by Councilmember Holmes, and a second by Councilmember O'Banion, 802 S. Pearl was rezoned to Planned Development – Commercial Highway (PD-CH) upon a vote of 7-0 with the following conditions:

- The use of the property shall be for parking and landscaping improvements only.
- The development of the property shall conform to all applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance including: Site Development Standards, Landscape Design Standards and Attached Site Plan.

ORDINANCE NO. 2021-08

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM SINGLE FAMILY RESIDENTIAL – 2 DISTRICT WITH A CONSERVATION REVITALIZATION OVERLAY TO A PLANNED DEVELOPMENT COMMERCIAL HIGHWAY DISTRICT FOR 0.126 ACRE TRACT, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 2 DESIGN STANDARDS.

7. **Hold a public hearing and consider a final plat of Sendero Estates Replat No. 1 Subdivision, a replat of Tract B, on approximately 1.84 acres at Digby and James Ridge Drives. (Audio 8:24)**

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

Councilmember Leigh made a motion for approval of the final plat of Sendero Estates Replat No. 1 Subdivision, a replat of Tract B, including approval of variances as follows:

- A variance to allow a 20' front yard setback instead of the required 25'.
- A variance to waive the parkland fees based on previous parkland dedication and improvements.

The motion was seconded by Councilmember Holmes, and was unanimously approved upon a vote of 7-0.

8. **Consider a preliminary plat of Belton Business Park Phase V, comprising of 16.314 acres located on the south side of Digby Drive.** (Audio 12:47)

Planner Tina Moore presented this item.

Councilmember Holmes made a motion for approval of the preliminary plat of Belton Business Park Phase V including approval of the variance to the sidewalk requirement for a 5' wide sidewalk on Digby Drive and also conditioned upon complying with the City's letter dated April 9, 2021.

The motion was seconded by Councilmember Pearson, and was unanimously approved upon a vote of 7-0.

9. **Consider a final plat of West Canyon Trails Phase III, comprising 22.70 acres, located on the south side of W. Avenue O, east of Loop 121 and west of South Connell Street.** (Audio 16:48)

Planner Tina Moore presented this item.

Councilmember Holmes made a motion for approval of the final plat of West Canyon Trails Phase III including approval of the variance to the public parkland dedication/fee requirement to allow development of a private park with amenities to equal or exceed \$34,800. Approval is also conditioned upon complying with the City's letter dated April 23, 2021.

The motion was seconded by Councilmember Pearson, and was unanimously approved upon a vote of 7-0.

Miscellaneous

10. **Consider authorizing the City Manager to enter into a professional services agreement with Kasberg, Patrick & Associates for design services for the E. 6th Avenue Waterline Replacement Project.** (Audio 27:10)

Director of Public Works Angellia Points presented this item. KPA Engineer John Simcik was present to answer questions about the project as well.

Upon a motion for approval by Councilmember Leigh, and a second by Councilmember Pearson, the contract with KPA Engineers was unanimously approved upon a vote of 7-0.

11. **Consider authorizing the City Manager to enter into a professional services agreement with Kasberg, Patrick & Associates for design services for the E. 24th Avenue and Main Street Wastewater Improvements and the McFarland Estates Street and Utility Improvements Projects.** (Audio 54:36)

Director of Public Works Angellia Points presented this item.

Upon a motion for approval by Councilmember Holmes, and a second by Councilmember Pearson, the contract with KPA Engineers was unanimously approved upon a vote of 7-0.

12. **Consider award of bid and authorizing the City Manager to execute the construction contract for the 2021 Street Overlay Project, and any change orders associated with the contract, not to exceed the amount authorized under State law.** (Audio 59:20)

Interim Assistant Director of Public Works Scott Hodde presented this item.

Upon a motion for approval by Councilmember Leigh, and a second by Councilmember Holmes, the contract with Texas Materials was unanimously approved upon a vote of 7-0.

13. **Consider award of bid and authorizing the City Manager to execute the construction contract for the South Belton Sewer Phase II Project, and any change orders associated with the contract, not to exceed the amount authorized under State law.** (Audio 1:11:45)

Director of Public Works Angellia Points presented this item.

Upon a motion for approval by Councilmember Holmes, and a second by Councilmember Pearson, the contract with Bell Contractors was unanimously approved upon a vote of 7-0.

14. **Consider an amendment to the professional services agreement with Halff Associates for construction phase services for the South Belton Sewer Phase II construction project.** (Audio 1:17:39)

Director of Public Works Angellia Points presented this item.

Upon a motion for approval by Councilmember Pearson, and a second by Councilmember O'Banion, the contract with Halff Associates was unanimously approved upon a vote of 7-0.

Work Session

15. **Receive a presentation on proposed organizational structure changes in the Police Department.** (Audio 1:19:33)

Assistant City Manager/Chief of Police Gene Ellis presented proposed organizational structure changes in the Police Department as shown in Exhibit "A." No action was required of the Council.

There being no further business, the Mayor adjourned the meeting at 7:01 p.m.

ATTEST:

Wayne Carpenter, Mayor

Amy M. Casey, City Clerk

Proposed Police Organizational Structure Changes

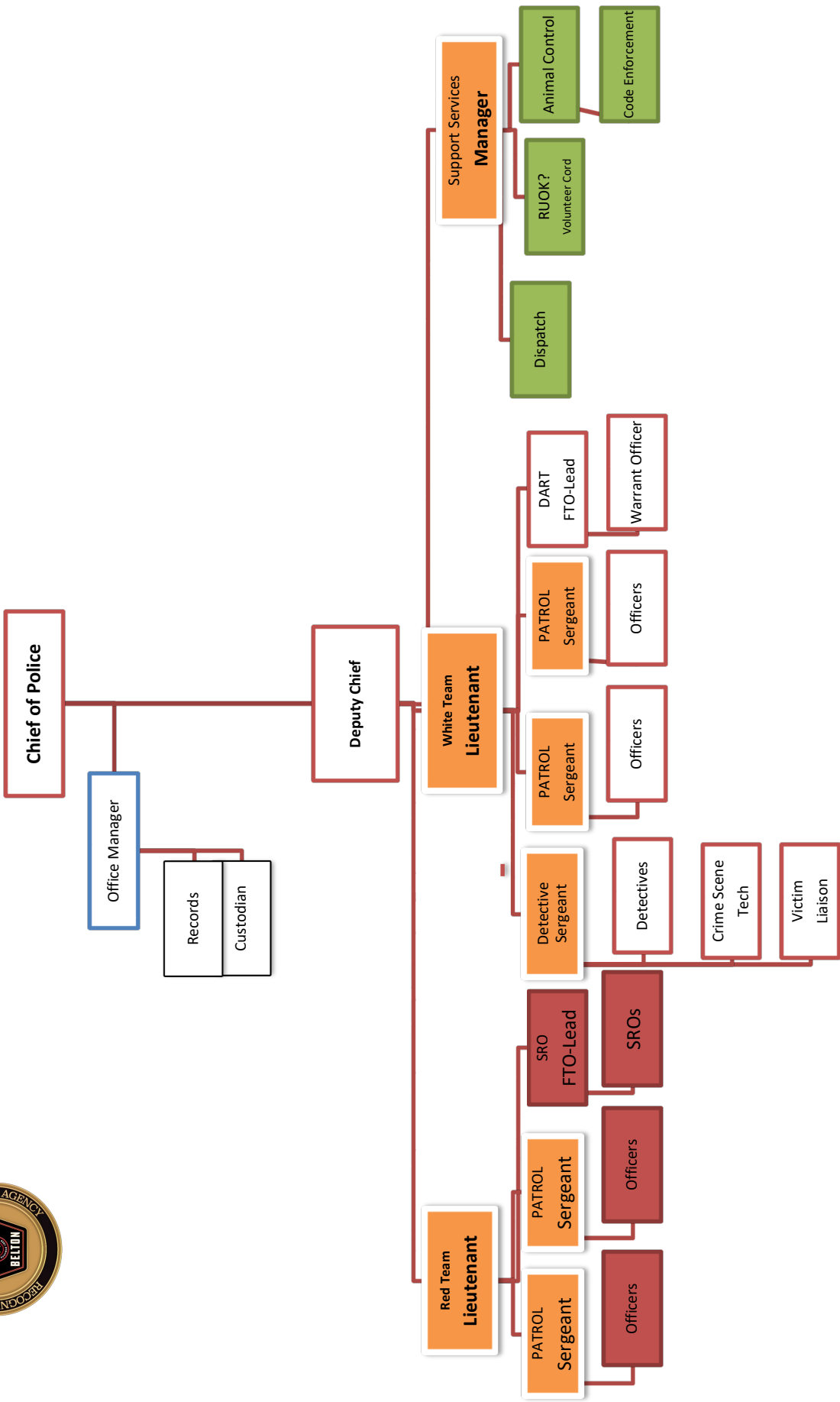
FY 2022





Belton Police Department

Current





Current

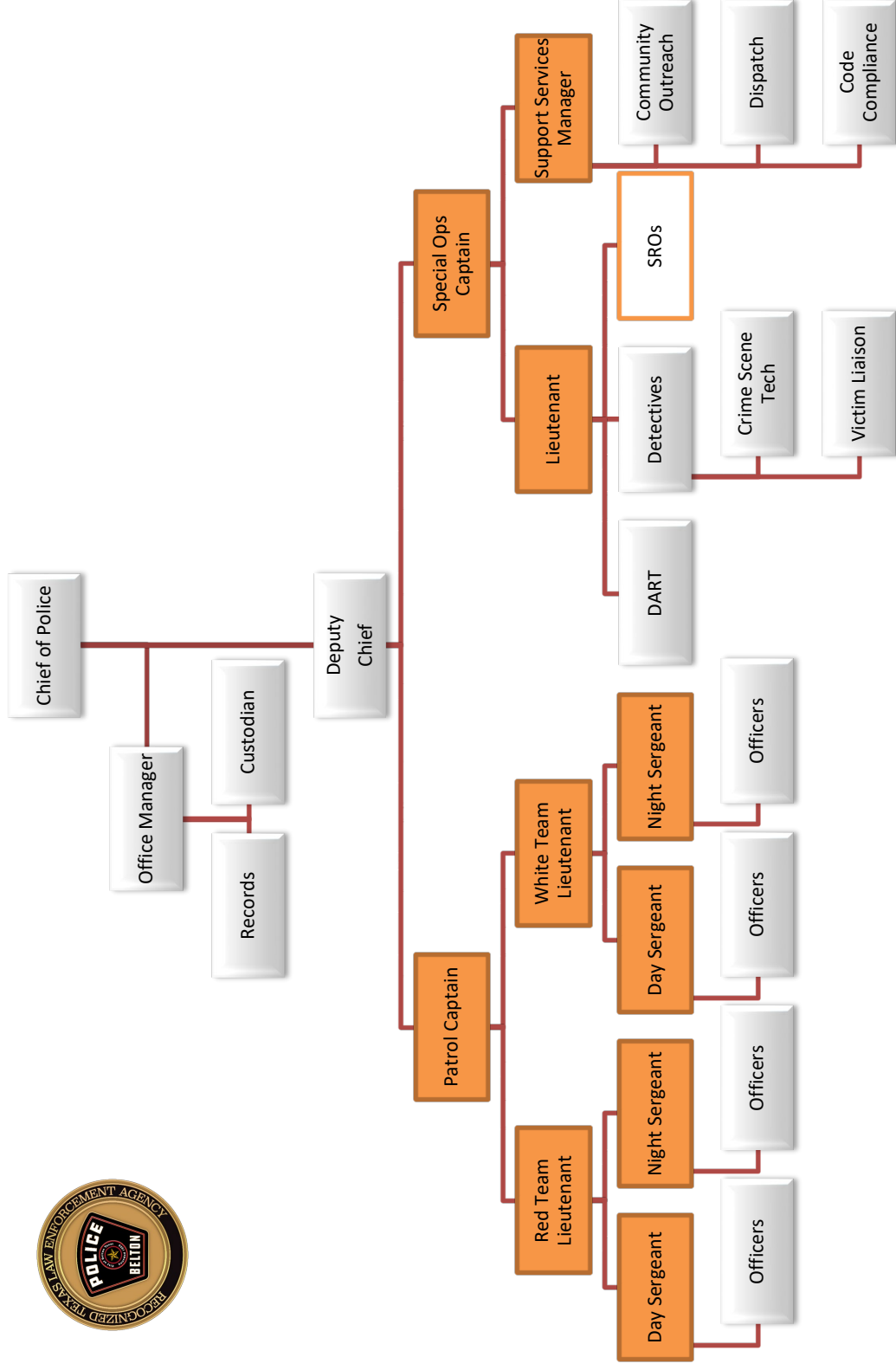
- 2 Lieutenants function as Division Commanders
- 4 Sergeants function as Watch Commanders
- 1 Sergeant functions as CID Commander
- 1 Civilian Non-Sworn Manager
- 8 Supervisors below Deputy Chief



Changes October 1, 2021

- Re-classify 2 Lieutenants to Captains to serve as Division Commanders
- Create 3 Lieutenant Positions by promotion of 3 Sergeants (NO additional FTEs) to serve as Division Supervisors
- Add 2 Sergeant Positions (Two for Patrol in addition to 2 existing Sergeants) to serve as Field Supervisors
 - Title only NO extra FTE
- 10 Total Supervisors Below Deputy Chief
(No additional FTEs)

Proposed BPD FY 22 Organizational Structure



SRO Sergeant

- January 1, 2022 - One additional Sergeant as Field Supervisor for SROs (no additional FTEs)





Benefits

- 24x7 Supervisory Coverage
 - Over 50 employees working 24/7/365
- Defined lines of responsibility
- No additional FTEs
- Career progression opportunities
- Recruitment and Retention
- Similar structure to other agencies and BFD
- Sergeants as Field Supervisors working on scene with officers and Lieutenants handling administrative team responsibilities.

Officer Scale Adjustment

- Lessen steps on scale
- Make pay more competitive at officer rank
- Align number of steps closer for each rank



CURRENT POLICE DEPARTMENT				Proposed POLICE DEPARTMENT			
Position	40 Hour Week			Position	40 Hour Week		Step
	Annual	Hourly	Step		Annual	Hourly	
Cadet	\$ 31,500	\$ 15.144		Cadet	\$ 31,500	\$ 15.144	
Patrol Officer Year 1	\$ 45,000	\$ 21.635	\$ 6.490	Patrol Officer Year 1	\$ 48,460	\$ 23.298	\$ 8.154
Year 2	\$ 46,125	\$ 22.175	\$ 0.541	Year 2	\$ 49,772	\$ 23.929	\$ 0.631
Year 3	\$ 47,278	\$ 22.730	\$ 0.554	Year 3	\$ 50,913	\$ 24.477	\$ 0.549
Year 5	\$ 48,460	\$ 23.298	\$ 0.568	Year 5	\$ 52,186	\$ 25.089	\$ 0.612
Year 7	\$ 49,672	\$ 23.881	\$ 0.583	Year 7	\$ 53,491	\$ 25.717	\$ 0.627
Year 9	\$ 50,913	\$ 24.477	\$ 0.597	Year 9	\$ 54,828	\$ 26.360	\$ 0.643
Year 11	\$ 52,186	\$ 25.089	\$ 0.612	Year 11	\$ 56,202	\$ 27.020	\$ 0.660
Year 13	\$ 53,491	\$ 25.717	\$ 0.627				
Year 15	\$ 54,828	\$ 26.360	\$ 0.643	Sgt Year 1	\$ 57,570	\$ 27.678	
				Year 3	\$ 59,009	\$ 28.370	\$ 0.692
Sgt Year 1	\$ 57,570	\$ 27.678		Year 5	\$ 60,484	\$ 29.079	\$ 0.709
Year 3	\$ 59,009	\$ 28.370	\$ 0.692	Year 7	\$ 61,996	\$ 29.806	\$ 0.727
Year 5	\$ 60,484	\$ 29.079	\$ 0.709	Year 9	\$ 63,546	\$ 30.551	\$ 0.745
Year 7	\$ 61,996	\$ 29.806	\$ 0.727	Year 10	\$ 64,340	\$ 30.933	\$ 0.382
Year 9	\$ 63,546	\$ 30.551	\$ 0.745				
Year 10	\$ 64,340	\$ 30.933	\$ 0.382	Lieutenant Year 1	\$ 67,557	\$ 32.479	
				Year 3	\$ 69,246	\$ 33.291	\$ 0.812
Lieutenant Year 1	\$ 67,557	\$ 32.479		Year 5	\$ 70,977	\$ 34.124	\$ 0.832
Year 3	\$ 69,246	\$ 33.291	\$ 0.812	Year 7	\$ 72,752	\$ 34.977	\$ 0.853
Year 5	\$ 70,977	\$ 34.124	\$ 0.832	Year 9	\$ 74,571	\$ 35.851	\$ 0.875
Year 7	\$ 72,752	\$ 34.977	\$ 0.853				
Year 9	\$ 74,571	\$ 35.851	\$ 0.875	Captain Year 1	\$ 75,503	\$ 36.30	
Year 10	\$ 75,503	\$ 36.300	\$ 0.448	Year 3	\$ 79,278	\$ 38.114	
				Year 5	\$ 81,260	\$ 39.067	\$ 0.953
Deputy Chief Year 1	\$ 79,278	\$ 38.114		Year 7	\$ 83,291	\$ 40.044	\$ 0.976
Year 3	\$ 81,260	\$ 39.067	\$ 0.953	Year 9	\$ 85,374	\$ 41.045	\$ 1.001
Year 5	\$ 83,291	\$ 40.044	\$ 0.976				
Year 7	\$ 85,374	\$ 41.045	\$ 1.001	Deputy Chief Year 1	\$ 89,644	\$ 43.10	
Year 9	\$ 87,508	\$ 42.071	\$ 1.026	Year 3	\$ 91,885	\$ 44.175	\$ 3.130
Year 10	\$ 88,602	\$ 42.597	\$ 0.526	Year 5	\$ 94,182	\$ 45.280	\$ 1.104
				Year 7	\$ 96,537	\$ 46.412	\$ 1.13

Rank
Changes w/
Officer Scale
Adjustment

Costs

(approximate)

- Reclassifications = \$50,000
 - Existing Lieutenants to Captains
 - Promotion of 3 Sergeants to Lieutenant
 - Promotion of 2 Officers to Sergeant
 - Promotion of Officer to SRO Sergeant (BISD pays 83%)
- Officer Scale Compression/Adjustment= \$130,000

Total: \$180,000



HARKER HEIGHTS POLICE DEPARTMENT

RECRUITMENT JOB FAIR



HHPD is hosting a job fair for interested Certified and non-certified personnel. Speak to a recruiter about benefits, qualifications, and the hiring process. Submit an application in person!



**Wednesday
April 14th, 2021
11am to 1pm
&
5pm to 7pm**

**Pay after
Training
\$61,075**

**Must be 21
&
U.S. Citizen**



**402 Indian Trail Dr
Harker Heights
TX 76548**



careers.harkerheights.gov



hpdrecruiting@harkerheights.gov





Staff Report – City Council Agenda Item

Agenda Item #7

Consider a resolution confirming consent for a proposed bond issue by the Bell County Municipal Utility District (MUD) No. 1 as provided for in the Development Agreement between the City, the MUD, and W&B Development II, LLC.

Originating Department

Administration – Sam A. Listi, City Manager

Summary Information

In 2010, the City of Belton approved a Development Agreement with WB Development authorizing creation of the Bell County Municipal Utility District Number 1 (MUD) for the Three Creeks ETJ Subdivision (formerly named La Cachette).

In January 2018, Council provided consent for the MUD to issue bonds in the amount of \$4.5M to reimburse the developer for off-site water and sewer infrastructure – water and sewer trunk lines and a sewer lift station that were constructed for connection of the internal subdivision water and sewer lines to Belton's utility system. These easements and facilities were conveyed to the City in November 2018. Again in June 2019, Council provided consent for the MUD to issue bonds in the amount of \$4.3M to purchase water and wastewater facilities serving the development within the MUD. In July 2020, Council provided consent for a \$3.275M bond issuance for the MUD to fund Three Creeks Phase 1 (wastewater and drainage) and Three Creeks Phase 2 (portion of utilities – water wastewater and drainage).

In accordance with the MUD Agreement, the City has again received notification the District has initiated steps to issue its fourth round of bonds in the amount of \$3.425M to finance the following:

Three Creeks Phase II (balance of water, wastewater and drainage);
Three Creeks Phase II (water and wastewater);
Three Creeks Phases IV and V (water, wastewater and drainage); and
Partial funding of Three Creeks Phases VI and VII (portion of water, wastewater and drainage).

All costs will be funded by the District MUD tax paid by subdivision residents, which provides the revenue stream to repay the debt issue. Neither the City nor any City utility ratepayers bear any responsibility for repayment of this debt. These bonds are set to mature in 2043.

Fiscal Impact: N/A

Recommendation

Recommend approval of resolution providing consent for the application of MUD No. 1 to issue \$3.425M in bonds.

Attachments

Letter Request
Resolution

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

LINA JARMOND
(512) 435-2349
ljarmond@abaustin.com

April 20, 2021

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

City of Belton, Texas
Attn: City Manager
P.O. Box 120
Belton, Texas 76513-0120

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

City of Belton, Texas
Attn: City Clerk
P.O. Box 120
Belton, Texas 76513-0120

Re: Bell County Municipal Utility District No. 1 (the "District") – Notice of Intent to Issue Bonds

Dear City Manager and City Clerk:

In accordance with Section 4.03 of the Development Agreement and Consent to Creation of Bell County Municipal Utility District No. 1 and Development of the La Cachette Development dated effective as of December 28, 2010 between the City of Belton, the District, and W&B Development II, LLC, as amended, the purpose of this letter is to notify the City of the District's intent to submit an application to the Texas Commission on Environmental Quality for approval of the issuance of bonds in the principal amount of \$3,425,000 to fund the following projects:

- Three Creeks Phase II (Balance of Water, Wastewater, and Drainage);
- Three Creeks Phase III (Water and Wastewater);
- Three Creeks Phases IV and V (Water, Wastewater, and Drainage); and
- Partial funding of Three Creeks Phases VI and VII (Portion of Water, Wastewater, and Drainage).

It is anticipated that the bonds will finally mature and be paid in full in the year 2043. Please contact John Bartram, the attorney for the District, if you have any questions.

{W1042277.2}

ARMBRUST & BROWN, PLLC

Page 2

Sincerely,

ARMBRUST & BROWN, PLLC

By: /s/ Lina Jarmond

Lina Jarmond

Legal Assistant to John W. Bartram

cc:

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Knight and Partners

223 W. Anderson Lane, Suite 105-A

Austin, Texas 78752

Attn: Barney L. Knight / Paige Saenz

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

John Messer

City Attorney

P.O. Box 969

Belton, Texas 76513

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

W&B Development II, LLC

c/o Bruce Whitis

3000 Illinois, Suite 100

Killeen, Texas 76543

RESOLUTION NO. 2021-17-R

A RESOLUTION OF THE CITY OF BELTON, TEXAS, PROVIDING CONSENT FOR THE APPLICATION OF BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 TO ISSUE \$3.425 MILLION IN BONDS

WHEREAS, on December 28, 2010, the City of Belton entered into a Development Agreement with W&B Development II, LLC, to create Bell County Municipal Utility District No. 1 ("the MUD"); and

WHEREAS, the City has received notice, in accordance with Section 4.04 of the agreement, that the MUD desires to issue \$3.425 million in bonds; and

WHEREAS, the City has reviewed the application, and in accordance with Section 4.05 of the agreement, provides its consent to the issuance of the bonds.

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

That the City hereby consents to the issuance of \$3.425 million in bonds by Bell County Municipal Utility District No. 1.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Belton, Texas, at a regular meeting on the 11th day of May, 2021, at which a quorum was present, and on which due notice was given pursuant to Article 551, Texas Government Code.

By: _____
Wayne Carpenter, Mayor

ATTEST:

Amy M. Casey, City Clerk



Staff Report – City Council Agenda Item

Agenda Item #8

Consider authorizing the City Manager to execute deeds for two small existing property encroachments into Heritage Park described below:

- A. Approximately 500 sq. ft. located behind the residence at 1905 Leon Street and owned by Jennifer and Gary Hancock; and
- B. Approximately 1500 sq. ft. located behind the residence at 1913 Leon Street and owned by Gina and Joe Wiener.

Originating Department

Administration – Sam A. Listi, City Manager

Summary Information

In 2018, during the survey of the 85 acres proposed for purchase as an addition to Heritage Park, two encroachments were identified. These existing encroachments total approximately 500 sq. ft. and 1,500 sq. ft. respectively, and have been in place for many years without any apparent authorization:

- 1905 Leon - Wooden Deck;
- 1913 Leon - Deck/Storage Building behind pool

These encroachments are located at the rear of two residences on Leon Street, currently owned by Joe and Gina Wiener, and Gary and Jennifer Hancock, and were installed by previous owners. Attached Exhibits 1 and 2 are letters sent to the Wieners and Hancocks on May 18, 2018, indicating the City's awareness of the encroachments, acknowledging no immediate City concerns, but putting the owners on notice the encroachments into the Park may need to be removed in the future, particularly at sale of their properties. Since that time we have had numerous discussions about options to address the encroachments – a right-of-way license approved by the Council authorizing the encroachments to remain, OR Council approval of deeding the property to the owners. Both property owners have requested a deed formally conveying the property into their ownership by the Council. While these minor encroachments technically extend into the City's Heritage Park ownership, they occur at such an elevation, immediately behind these two residences on Leon Street, it would be unrealistic to incorporate them into Heritage Park usage. Director of Parks and Recreation Matt Bates concurs conveyance seems reasonable, and will not impact Parks operation.

Since both owners requested a deed and property conveyance, we outlined a process which included:

- Survey of the property to determine boundary of encroachment and establishment of survey monuments for inclusion in a deed;
- Payment of compensation, since the City cannot give away property;
- Preparation of a deed for property transfer;
- Council consideration of the proposed conveyance; and
- Payment of identified expenses to the City, including:

Description	Wiener Property (1,519 sq. ft.)	Hancock Property (481 sq. ft.)
Survey	\$750	\$750
Compensation to City @ \$0.10/sq. ft.	\$152	\$50
Recordation of Deed	\$35	\$35
Total Reimbursement Due City	\$937	\$835

Fiscal Impact

Most expenses for this request have been agreed to be paid by the applicants. The City agreed to prepare the deeds at a cost of \$150 each, reflecting a reasonable cost share to address these existing encroachments.

Recommendation

Recommend approval authorizing the City Manager to execute deeds for the identified properties.

Attachments

- Ex. 1 - May 18, 2018 Letter to Wieners
- Ex. 2 - May 18, 2018 Letter to Hancocks
- Ex. 3 - Field Notes/Survey of Wiener Encroachment
- Ex. 4 - Field Notes/Survey of Hancock Encroachment
- Ex. 5 - Aerial Photo of both encroachments on Leon Street
- Ex. 6 - Warranty Deed/Wiener
- Ex. 7 - Warranty Deed/Hancock



City of Belton

— Founded 1850 —

May 18, 2018

Mr. Joseph Wiener, Jr.
1913 Leon Street
Belton, Texas 76513

RE: Encroachment on City Property

Dear Mr. Wiener,

During a recent survey of the former Leon Valley Golf Course, as part of the City's due diligence for the purchase of the land to expand Heritage Park, the surveyor identified an encroachment into the future parkland associated with your lot. Please see the attached exhibit which identifies the encroachment from your lot.

Although we have no immediate concerns with the encroachment, we believe it is important to let you know that the improvements may need to be removed in the future, especially in relation to a future sale of your property. The encroachment, at that time, will need to be removed at your expense.

Please also be aware that the improvements on proposed city park property do not afford you or any future owners of your property ownership rights or any other property rights related to the City's land without prior formal approval by the City Council, since adverse possession does not run against the City.

Our desire is that you be aware of this situation and ultimately remove the encroachments; however, we will work with you to accomplish this in a reasonable time frame when needed, and no immediate action is required by you.

Please feel free to contact me should you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam A. Listi".

Sam A. Listi,
City Manager.

CC John Messer
 Matt Bates
 Brandon Bozon
 Bob van Til

Attachment: portion of the land survey showing the encroachment

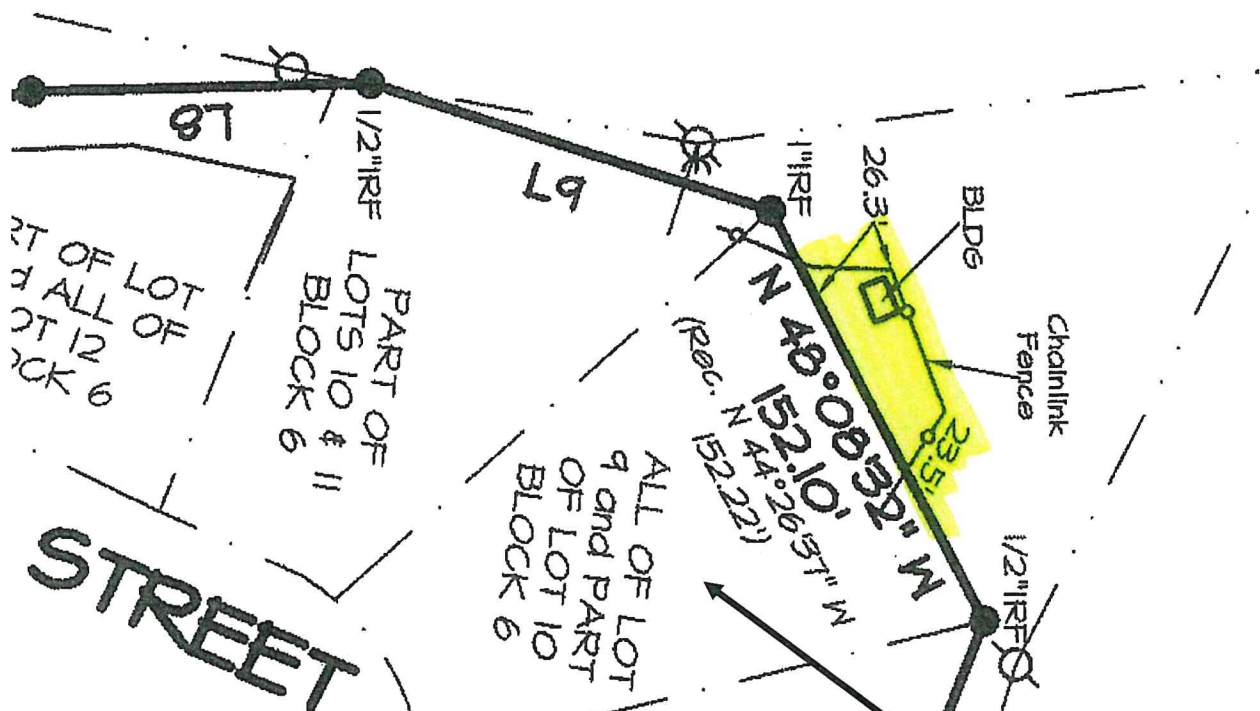


Exhibit 2



City of Belton

– Founded 1850 –

May 18, 2018

Mr. Gary Hancock
1905 Leon Street
Belton, Texas 76513

RE: Encroachment on City Property

Dear Mr. Hancock,

During a recent survey of the former Leon Valley Golf Course, as part of the City's due diligence for the purchase of the land to expand Heritage Park, the surveyor identified an encroachment into the future parkland associated with your lot. Please see the attached exhibit which identifies the encroachment from your lot.

Although we have no immediate concerns with the encroachment, we believe it is important to let you know that the improvements may need to be removed in the future, especially in relation to a future sale of your property. The encroachment, at that time, will need to be removed at your expense.

Please also be aware that the improvements on proposed city park property do not afford you or any future owners of your property ownership rights or any other property rights related to the City's land without prior formal approval by the City Council, since adverse possession does not run against the City.

Our desire is that you be aware of this situation and ultimately remove the encroachments; however, we will work with you to accomplish this in a reasonable time frame when needed, and no immediate action is required by you.

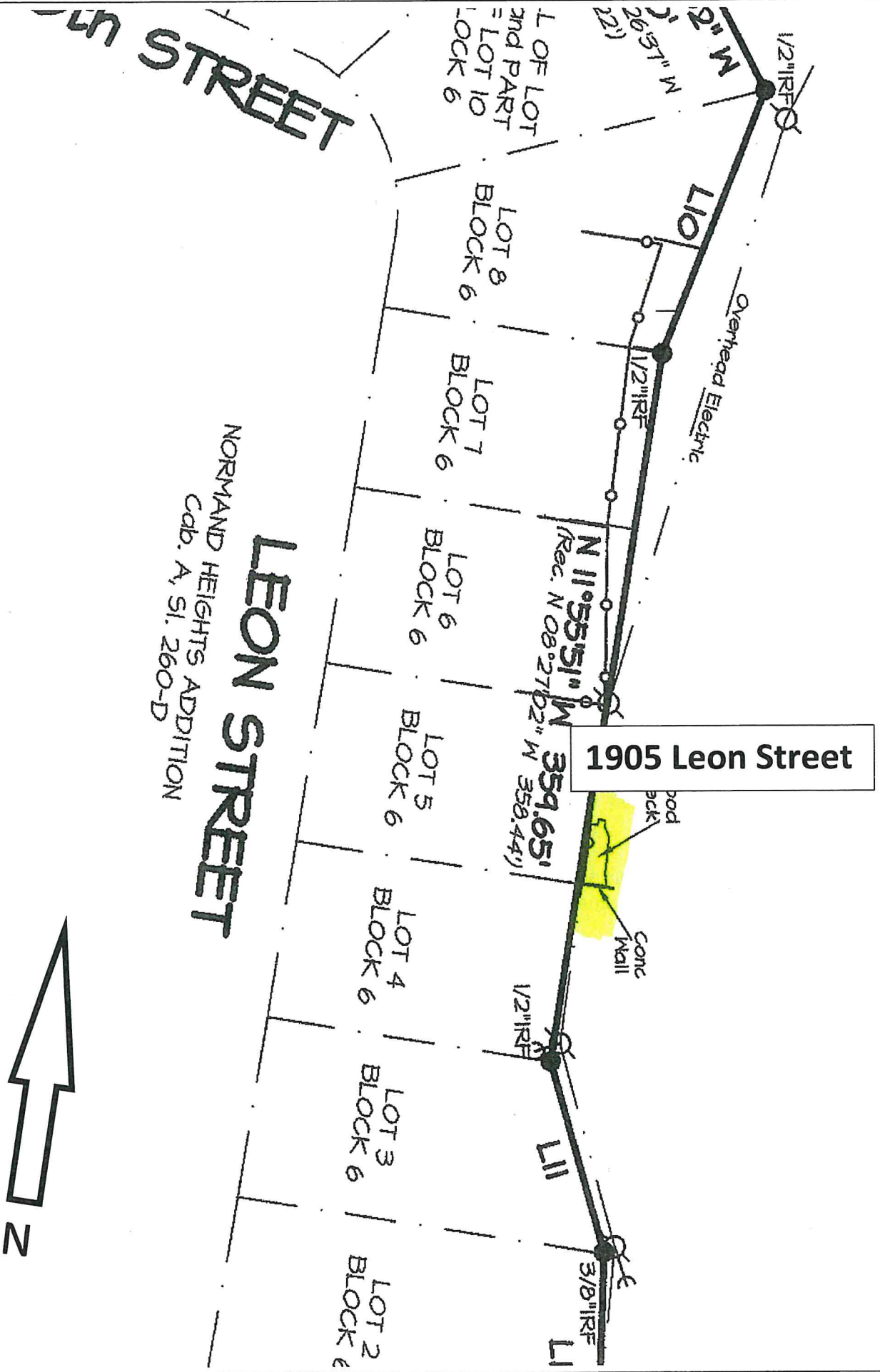
Please feel free to contact me should you have questions.

Sincerely,

Sam A. Listi,
City Manager.

CC John Messer
 Matt Bates
 Brandon Bozon
 Bob van Til

Attachment: portion of the land survey showing the encroachment



LEON STREET

NORMAND HEIGHTS ADDITION
Cab. A, Sl. 260-D



1905 Leon Street

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

April 28, 2021

Surveyor's Field Notes for:

0.0349 ACRE, situated in the **M. F. CONNELL SURVEY, ABSTRACT 6**, Bell County, Texas, being out of and a portion of a called 85.82 Acre tract conveyed to the City of Belton in Document No. 2018-00022395, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "ACS" set on the northeast line of Lot 9, Block 6, Normand Heights Addition, an addition in the City of Belton, Bell County, Texas, according to the plat of record in Cabinet A, Slide 260-D, Plat Records of Bell County, Texas, same being the westerly boundary line of said 85.82 Acre City of Belton tract, which said iron rod set bears S 48° 08' 32" E – 17.66' from a 1" iron rod found at the northernmost corner of said Lot 9, for the westernmost corner of the herein described tract;

THENCE, in an easterly direction, severing said 85.82 Acre tract, **S 87° 44' 40" E – 5.94'**, a 5/8" iron rod with cap stamped "ACS" set, and **N 71° 15' 55" E – 26.48'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northeast corner of the herein described tract;

THENCE, in a southeasterly direction, continuing to sever said City of Belton tract, **S 41° 12' 44" E – 50.18'**, to a 5/8" iron rod with cap stamped "ACS" set, for the easternmost corner of the herein described tract;

THENCE, in a southerly direction, **S 11° 52' 59" W – 24.01'**, to a 5/8" iron rod with cap stamped "ACS" set on the northeast line of said Lot 9, which bears N 48° 08' 32" W – 55.06' from a 1/2" iron rod found at the easternmost corner of said Lot 9, for the southernmost corner of the herein described tract;

THENCE, in a northwesterly direction, with the northeast line of said Lot 9, **N 48° 08' 32" W – 79.38'** (Rec. N 45° 34' W), to the **POINT OF BEGINNING** and containing 0.0349 Acre of Land.

Bearings cited herein are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

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

This metes and bounds description to accompany a Surveyor's sketch of the herein described 0.0349 Acre tract.

Surveyed April 28, 2021

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

server/projects/pro180000/180300/180392/
180392-ENCROACHMENTS EXHIBIT 1.doc



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

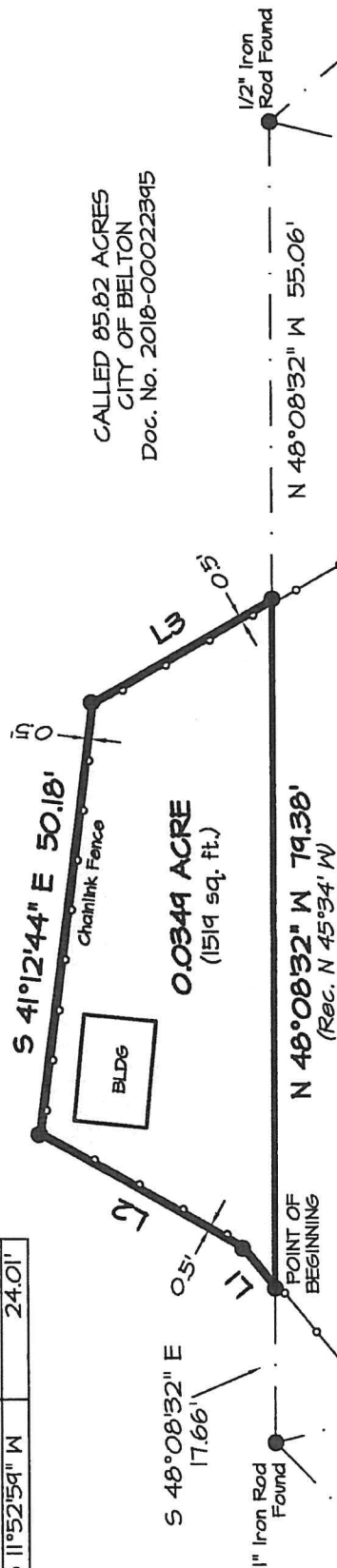
A handwritten signature in black ink, appearing to read "Charles C. Lucko", written over the bottom right portion of the professional seal.

SURVEY showing 0.0349 ACRE OF LAND, situated in the M. F. CONNELL SURVEY, ABSTRACT 6, City of Belton, Bell County, Texas.

This sketch to accompany a metes and bounds description of the hereon shown 0.0349 Acre tract.

LINE	BEARING	DISTANCE
L1	S 87°44'40" E	5.94'
L2	N 71°15'55" E	26.48'
L3	S 11°52'59" W	24.01'

Bearings cited hereon are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.



ALL OF LOT 9 and PART OF LOT 10
BLOCK 6
NORMAND HEIGHTS ADDITION
Cdb. A, Sl. 260-D

JOSEPH C. WEINER, JR.
Vol. 2425, Pg. 424

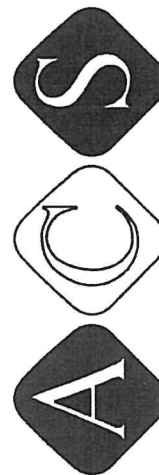
LOT 8
BLOCK 6

● - 5/8" Iron Rod w/cap stamped "ACS" Set (unless otherwise noted)



Charles C. Lucko

This sketch represents a survey made on the ground. During the performance of this survey, persons working under my supervision observed conditions within and along the boundaries and to the best of my knowledge they are as shown. The location of visual structural improvements with respect to the boundary lines are as shown. This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.



ALL COUNTY SURVEYING, INC.
Tx. Firm No. 10023600
4330 South 5th Street
Temple, Texas 76502
254-778-2272 Killeen 254-634-4636
Fax 254-774-1608
www.allcountysurveying.com

Survey completed: 04-28-2021
Scale: 1" = 20'
Job No.: 1803423
Dwg No.: 180342-
ENCROACHMENTS EXHIBIT I
Drawn by: SLW
Surveyor: CCL # 4636
Copyright 2021 All County Surveying, Inc.

Plot Date: 04-28-2021

Exhibit 4

1

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

April 28, 2021

Surveyor's Field Notes for:

0.0110 ACRE, situated in the **M. F. CONNELL SURVEY, ABSTRACT 6**, Bell County, Texas, being out of and a portion of a called 85.82 Acre tract conveyed to the City of Belton in Document No. 2018-00022395, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "ACS" set on the west line of said 85.82 Acre tract, being the northeast corner of Lot 4 and the southeast corner of Lot 5, Block 6, Normand Heights Addition, an addition in the City of Belton, Bell County, Texas, according to the plat of record in Cabinet A, Slide 260-D, Plat Records of Bell County, Texas, which bears N 11° 55' 51" W – 89.84' from a 1/2" iron rod found at the southeast corner of said Lot 4, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said Lot 5, **N 11° 55' 51" W – 34.00'** (Rec. N 09° 35' W), to a 5/8" iron rod with cap stamped "ACS" set, which bears S 11° 55' 51" E – 235.71' from a 1/2" iron rod found at the northeast corner of Lot 7, Block 6, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, severing said 85.82 Acre tract, **N 77° 48' 38" E – 8.89'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, **S 32° 57' 19" E – 9.14'**, a 5/8" iron rod with cap stamped "ACS" set, and **S 25° 06' 18" E – 26.77'**, to a 5/8" iron rod with cap stamped "ACS" set, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, **S 79° 49' 23" W – 18.27'**, to the **POINT OF BEGINNING** and containing 0.0110 Acre of Land.

Bearings cited herein are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

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

This metes and bounds description to accompany a Surveyor's sketch of the herein described 0.0110 Acre tract.

Surveyed April 28, 2021

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

server/projects/pro180000/180300/180392/
180392-ENCROACHMENTS EXHIBIT 2.doc



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

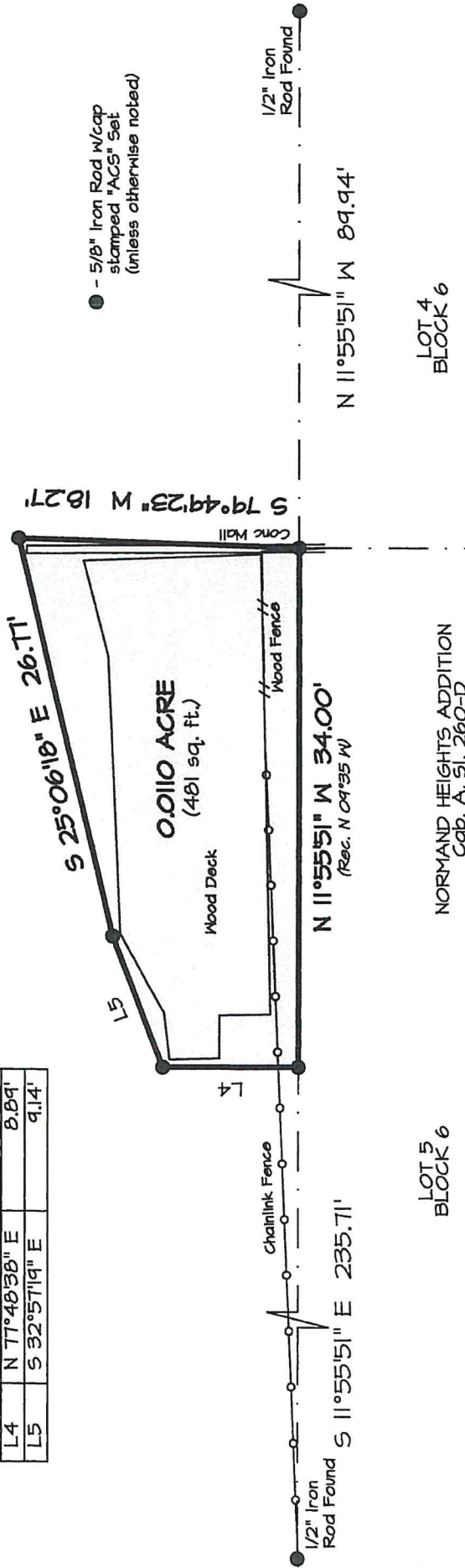
SURVEY showing 0.0110 ACRE OF LAND, situated in the M. F. CONNELL SURVEY, ABSTRACT 6, City of Belton, Bell County, Texas.

This sketch to accompany a metes and bounds description of the hereon shown 0.0110 Acre tract.

Bearings cited hereon are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

LINE	BEARING	DISTANCE
L4	N 77°40'30" E	8.89'
L5	S 32°57'19" E	9.14'

CALLED 85.82 ACRES
CITY OF BELTON
Doc. No. 2018-00022395

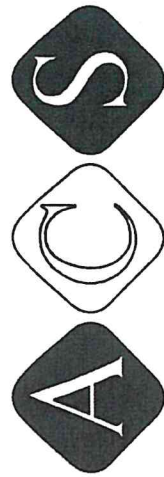


● - 5/8" Iron Rod w/cap stamped "ACS" Set (unless otherwise noted)

LOT 5
BLOCK 6

NORMAND HEIGHTS ADDITION
Cib. A, S1, 260-D

LOT 4
BLOCK 6



ALL COUNTY SURVEYING, INC.
Tx. Firm No. 10023600
4330 South 5th Street
Temple, Texas 76702
254-778-2272, Killeen 254-634-4636
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This sketch represents a survey made on the ground. During the performance of this survey, persons working under my supervision observed conditions within and along the boundaries and to the best of my knowledge they are as shown. The location of visual structural improvements with respect to the boundary lines are as shown. This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

[Signature]

Survey completed: 04-28-2021
Scale: 1" = 10'
Job No.: 180392.3
Dwg No.: 180392-
ENCROACHMENTS EXHIBIT 2
Drawn by: SLW
Surveyor: CCL # 4636
Copyright 2021 All County Surveying, Inc.

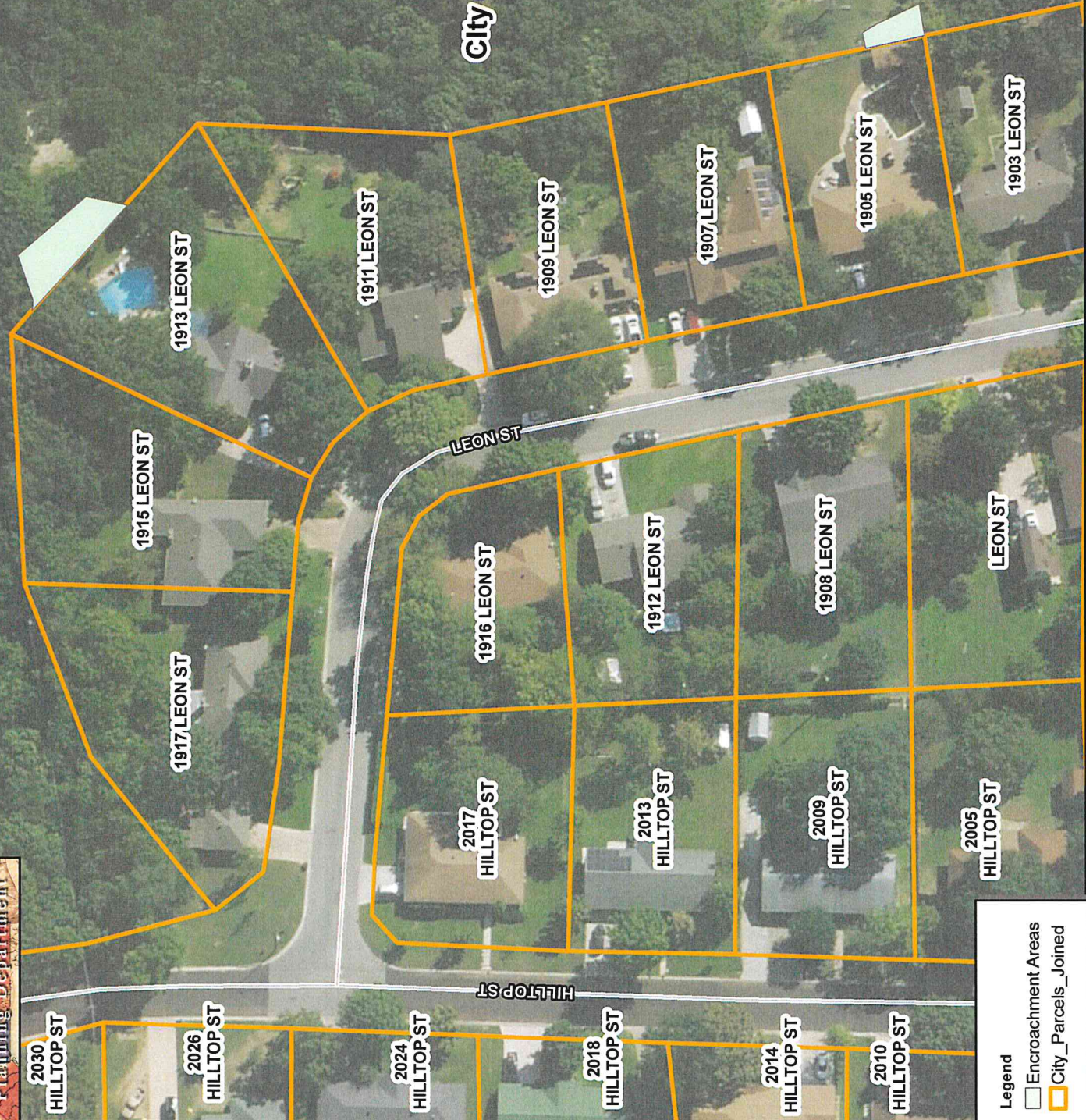
Plot Date: 04-28-2021

ENCROACHMENT EXHIBIT



Exhibit 5

City of Belton / Heritage Park



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.



Map Date: 4/29/2021 Aerial Imagery Date: 2018

Exhibit 6

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: May ____, 2021

GRANTOR: City of Belton, Texas, a Texas municipality
GRANTOR'S MAILING ADDRESS: P.O. Box 120
Belton, Texas 76513

GRANTEE: Joseph C. Wiener, Jr. and wife, Gina Wiener
GRANTEE'S MAILING ADDRESS: 1913 Leon Street
Belton, Texas 76513

CONSIDERATION: (1) Cash and other good and valuable consideration; and

(2) the assumption by Grantee of all ad valorem taxes on the property for 2021 and subsequent years including subsequent assessments for years prior to 2021 due to a change in land usage or ownership.

PROPERTY: 0.0349 Acre, situated in the M. F. Connell Survey, Abstract 6, Bell County, Texas, being out of and a portion of a called 85.82 Acre tract conveyed to the City of Belton in Document No. 2018-00022395, Official Public Records of Real Property, Bell County, Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor as owner of the Property, but not as owner of any other property, in and to, (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interest of Grantor relating to said real property (present or reversionary); and (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all

reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title, and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys, and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

RESERVATIONS FROM CONVEYANCE: None.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

All easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, agreements and maintenance charges, and other instruments, other than liens and conveyances, that affect the property; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any County Water Improvement District, Municipal Utility District or similar governmental or quasi-governmental agency; taxes for the year 2021, the payment of which Grantee assumes, and subsequent assessments for that and prior years due to change in land usage, ownership or both, the payment of which Grantee assumes; existing building and zoning ordinances and environmental regulations; and rights of parties in possession.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronoun include the plural.

By execution and acceptance of this deed, Grantor and Grantee acknowledge that Messer, Potts & Messer, P.C. ("MP&M") (1) has not ordered or examined title to the Property, (2) has not ordered or examined a survey of the Property, (3) has made no independent investigation of the title to the Property but has prepared this deed based on information and documents furnished MP&M, (4) has not conducted a closing of the sale, and (5) makes no representation or warranty, express or implied, regarding the Property or the validity or quality of its title.

MP&M has prepared this instrument but has not closed this transaction. Grantor and Grantee are each responsible for the preparation of any closing documents or contracts of any nature between them, including any documentation required at any date for income tax or other purposes. Any proration of taxes or other matters is the responsibility of Grantor and Grantee.

CITY OF BELTON, TEXAS,
a Texas municipal corporation

By:

Sam A. Listi, City Manager

(ACKNOWLEDGEMENT)

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the _____ day of May, 2021, by Sam A. Listi, City Manager of the City of Belton, Texas, a Texas municipal corporation, on behalf of said municipality.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

COB/Heritage Park Encorachment
NP/ss

PREPARED IN THE LAW OFFICES OF:

MESSER, POTTS & MESSER, P.C.
P.O. BOX 969
BELTON, TEXAS 76513

Exhibit "A"

1

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

April 28, 2021

Surveyor's Field Notes for:

0.0349 ACRE, situated in the **M. F. CONNELL SURVEY, ABSTRACT 6**, Bell County, Texas, being out of and a portion of a called 85.82 Acre tract conveyed to the City of Belton in Document No. 2018-00022395, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "ACS" set on the northeast line of Lot 9, Block 6, Normand Heights Addition, an addition in the City of Belton, Bell County, Texas, according to the plat of record in Cabinet A, Slide 260-D, Plat Records of Bell County, Texas, same being the westerly boundary line of said 85.82 Acre City of Belton tract, which said iron rod set bears S 48° 08' 32" E – 17.66' from a 1" iron rod found at the northernmost corner of said Lot 9, for the westernmost corner of the herein described tract;

THENCE, in an easterly direction, severing said 85.82 Acre tract, **S 87° 44' 40" E – 5.94'**, a 5/8" iron rod with cap stamped "ACS" set, and **N 71° 15' 55" E – 26.48'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northeast corner of the herein described tract;

THENCE, in a southeasterly direction, continuing to sever said City of Belton tract, **S 41° 12' 44" E – 50.18'**, to a 5/8" iron rod with cap stamped "ACS" set, for the easternmost corner of the herein described tract;

THENCE, in a southerly direction, **S 11° 52' 59" W – 24.01'**, to a 5/8" iron rod with cap stamped "ACS" set on the northeast line of said Lot 9, which bears N 48° 08' 32" W – 55.06' from a 1/2" iron rod found at the easternmost corner of said Lot 9, for the southernmost corner of the herein described tract;

THENCE, in a northwesterly direction, with the northeast line of said Lot 9, **N 48° 08' 32" W – 79.38'** (Rec. N 45° 34' W), to the **POINT OF BEGINNING** and containing 0.0349 Acre of Land.

Bearings cited herein are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

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

This metes and bounds description to accompany a Surveyor's sketch of the herein described 0.0349 Acre tract.

Surveyed April 28, 2021

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

server/projects/pro180000/180300/180392/
180392-ENCROACHMENTS EXHIBIT 1.doc



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

Exhibit 7

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: May ____, 2021

GRANTOR: City of Belton, Texas, a Texas municipality
GRANTOR'S MAILING ADDRESS: P.O. Box 120
Belton, Texas 76513

GRANTEE: Gary Hancock and wife, Jennifer Hancock
GRANTEE'S MAILING ADDRESS: 1905 Leon Street
Belton, Texas 76513

CONSIDERATION: (1) Cash and other good and valuable consideration; and

(2) the assumption by Grantee of all ad valorem taxes on the property for 2021 and subsequent years including subsequent assessments for years prior to 2021 due to a change in land usage or ownership.

PROPERTY: 0.0110 Acre, situated in the M. F. Connell Survey, Abstract 6, Bell County, Texas, being out of and a portion of a called 85.82 Acre tract conveyed to the City of Belton in Document No. 2018-00022395, Official Public Records of Real Property, Bell County, Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor as owner of the Property, but not as owner of any other property, in and to, (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interest of Grantor relating to said real property (present or reversionary); and (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all

reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title, and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys, and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

RESERVATIONS FROM CONVEYANCE: None.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

All easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, agreements and maintenance charges, and other instruments, other than liens and conveyances, that affect the property; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any County Water Improvement District, Municipal Utility District or similar governmental or quasi-governmental agency; taxes for the year 2021, the payment of which Grantee assumes, and subsequent assessments for that and prior years due to change in land usage, ownership or both, the payment of which Grantee assumes; existing building and zoning ordinances and environmental regulations; and rights of parties in possession.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronoun include the plural.

By execution and acceptance of this deed, Grantor and Grantee acknowledge that Messer, Potts & Messer, P.C. ("MP&M") (1) has not ordered or examined title to the Property, (2) has not ordered or examined a survey of the Property, (3) has made no independent investigation of the title to the Property but has prepared this deed based on information and documents furnished MP&M, (4) has not conducted a closing of the sale, and (5) makes no representation or warranty, express or implied, regarding the Property or the validity or quality of its title.

MP&M has prepared this instrument but has not closed this transaction. Grantor and Grantee are each responsible for the preparation of any closing documents or contracts of any nature between them, including any documentation required at any date for income tax or other purposes. Any proration of taxes or other matters is the responsibility of Grantor and Grantee.

CITY OF BELTON, TEXAS,
a Texas municipal corporation

By:

Sam A. Listi, City Manager

(ACKNOWLEDGEMENT)

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the _____ day of May, 2021, by Sam A. Listi, City Manager of the City of Belton, Texas, a Texas municipal corporation, on behalf of said municipality.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

COB/Heritage Park Encorachment
NP/ss

PREPARED IN THE LAW OFFICES OF:

MESSER, POTTS & MESSER, P.C.
P.O. BOX 969
BELTON, TEXAS 76513

Exhibit "A"

1

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

April 28, 2021

Surveyor's Field Notes for:

0.0110 ACRE, situated in the **M. F. CONNELL SURVEY, ABSTRACT 6**, Bell County, Texas, being out of and a portion of a called 85.82 Acre tract conveyed to the City of Belton in Document No. 2018-00022395, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "ACS" set on the west line of said 85.82 Acre tract, being the northeast corner of Lot 4 and the southeast corner of Lot 5, Block 6, Normand Heights Addition, an addition in the City of Belton, Bell County, Texas, according to the plat of record in Cabinet A, Slide 260-D, Plat Records of Bell County, Texas, which bears N 11° 55' 51" W – 89.84' from a 1/2" iron rod found at the southeast corner of said Lot 4, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said Lot 5, **N 11° 55' 51" W – 34.00'** (Rec. N 09° 35' W), to a 5/8" iron rod with cap stamped "ACS" set, which bears S 11° 55' 51" E – 235.71' from a 1/2" iron rod found at the northeast corner of Lot 7, Block 6, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, severing said 85.82 Acre tract, **N 77° 48' 38" E – 8.89'**, to a 5/8" iron rod with cap stamped "ACS" set, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, **S 32° 57' 19" E – 9.14'**, a 5/8" iron rod with cap stamped "ACS" set, and **S 25° 06' 18" E – 26.77'**, to a 5/8" iron rod with cap stamped "ACS" set, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, **S 79° 49' 23" W – 18.27'**, to the **POINT OF BEGINNING** and containing 0.0110 Acre of Land.

Bearings cited herein are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

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

This metes and bounds description to accompany a Surveyor's sketch of the herein described 0.0110 Acre tract.

Surveyed April 28, 2021

ALL COUNTY SURVEYING, INC.

1-800-749-PLAT

Tx. Firm Lic. No. 10023600

server/projects/pro180000/180300/180392/
180392-ENCROACHMENTS EXHIBIT 2.doc



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



Staff Report – City Council Agenda Item

Agenda Item #9

Consider authorizing the sole source rehabilitation of the pumps at the Loop 121 Pump Station by Smith Pump Company, Inc.

Originating Department

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

Background

Loop 121 Pump Station is one of two pump stations that maintains water pressures throughout the City of Belton's water system. The pump station was constructed in 1997. The pumps have not been fully inspected or rehabilitated since installation, 24 years ago. It is suspected that the three pumps at the station were not fully operating at their intended capacity due to some troubleshooting efforts completed by the Public Works Department. Also, during the summer demands, all three pumps are required to operate, while the pump station is only intended to run using two of the three pumps. According to the Capital Improvement Plan, Staff had planned to remove and replace the pumps and motors in FY2022 at a total cost of \$750,000 for design services, construction, and pump purchases.

As a preventative maintenance measure, Staff worked with Smith Pump Company, Inc. to estimate the projected rehab work needed on the Loop 121 pumps. Smith Pump estimated the cost to rehabilitate each pump would be \$11,675, totaling \$35,025 for all three pumps. This estimate included bowl assembly trimming, new impellers, and cleaning the shaft. In comparison, the cost of a new pump and motor is estimated to be around \$100,000. Staff determined that, if it was possible to rehab the pumps, it would be more prudent and cost-effective to rehab the pumps instead of replacing them since rehabbing the pumps would extend the life of the pumps for another 10 years. Staff worked with Smith Pump on this task since they have been the City's pump provider (providing various types of pumps) and repair entity for quite some time. They are also a BuyBoard vendor for this type of work (Contract 589-19). They are a full service company which can remove, troubleshoot, test, disassemble, reassemble, and reinstall pumps for all water pumps and sewer lift station pumps.

In Fall 2020, Staff worked with Smith Pump to remove and inspect Pump No. 1. After doing a full inspection, it was determined Pump No. 1 had more damage than expected and needed additional rehabilitation. The total cost to fully rehab Pump No. 1 was \$17,358. Due to the wear and tear on the pumps, the additional work included replacing the bowl instead of trimming it, new sand cap, new bowl bearings, blast and coat the discharge heads and bowl. This work was authorized and was in progress prior to Winter Storm Uri. During the storm, Staff worked with Smith Pump to get it put back together in its original state and reinstalled during that emergency event. This emergency effort by Smith Pump cost \$2,999.

After the storm event, the pump was removed again, the rehabilitation work was completed, and the pump was recently placed back into service. Once the pump was back online, Staff quickly saw a major difference in the water tank levels, confirming the rehabilitation was successful.

Pump No. 3 was then pulled out of service, and it was determined the rehabilitation needs were very similar to Pump No. 1. The total cost to rehabilitate Pump No. 3 is \$17,858. This pump is at the Smith Pump factory and in progress of rehabilitation.

That leaves Pump No. 2 to be rehabilitated. Assuming all three pumps are in the same general condition, the total cost to rehabilitate all three pumps is the following.

- Pump No. 1 Rehab – Done and invoiced \$17,358
- Pump No. 1 Emergency Reassembly and Installation - \$2,999
- Pump No. 3 Rehab – In progress \$17,858
- Pump No. 2 Rehab Estimate - \$17,858
- Total = \$ 56,073

This amount is over the \$50,000 threshold which requires City Council approval. The rehab work to Pump No. 1 and No. 3 can be done within the realm of the existing Purchase Order. However, to fully complete the rehab work of all three pumps, Council approval is requested.

Staff believes this work and costs are justified and cost-effective to extend the life of the pumps while also delaying major capital expenditures at this pump station for another 10 years.

Fiscal Impact

The fiscal impact of this item is \$56,073.

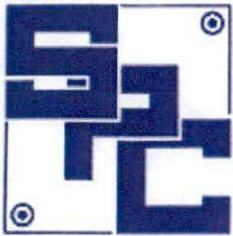
Budgeted: ☒ Yes, Water and Sewer Operating Fund ☐ No

Recommendation

Authorize the sole source rehabilitation of the pumps at the Loop 121 Pump Station by Smith Pump Company, Inc.

Attachments

Quotes



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909

Fax: 254-776-0023

www.smithpump.com

Pump 1 Emergency Work
Invoice

Invoice No. 1001165

Page 1 of 1

Shipping
address:

CITY OF BELTON
Loop 121 Booster Pump Station
Loop 121 and Hwy 190
Belton, TX 76513

Ship Via: Bestway

Fob desc:

Account
address:

CITY OF BELTON

P.O. Box 120
Belton, TX 76513

Invoice Date	Due Date	Terms	Salesperson
4/22/2021	5/22/2021	Net 30 Days	TXWEST - Christopher Burress

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	4201 Emergency Repair & Install	0	EA	2,112.00	\$2,112.00

Emergency Weekend Service:

Assembly of Pump & Install/Start Up of VTP

Includes:

1. Labor
2. Mileage to/from Jobsite

Completed: 2/21/21

Shipment 11008 Our Order 180010 Your Order EMERGENCY CALL - LARRY ZEHR

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	4101 Pull Vertical Turbine Pump	0	EA	887.00	\$887.00

Return trip after Emergency install, pulling to finish repair

(1) Field Service Technicians to Disconnect and Remove a Vertical Turbine Pump from Service.

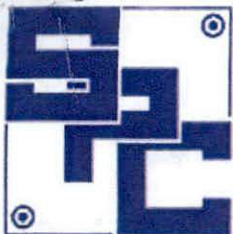
Includes:

1. Labor
2. Mileage to/from Jobsite
3. Transport Pump to Shop for Inspection

Completed: 3/17/21

Shipment 11008 Our Order 180010 Your Order EMERGENCY CALL - LARRY ZEHR

Invoice Sub-total	\$2,999.00
Freight	\$0.00
Tax	\$0.00



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909

Fax: 254-776-0023

www.smithpump.com

Pump 1 Rehab Invoice

Invoice No. 1001164

Page 1 of 2

Shipping
address:

CITY OF BELTON
Loop 121 Booster Pump Station
Loop 121 and Hwy 190
Belton, TX 76513

Ship Via: Bestway

Fob desc:

Account
address:

CITY OF BELTON

P.O. Box 120
Belton, TX 76513

Invoice Date

Due Date

Terms

Salesperson

4/22/2021

5/22/2021

Net 30 Days

TXWEST - Christopher Burress

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	4101 Pull Vertical Turbine Pump	0	EA	1,554.00	\$1,554.00

(2) Field Service Technicians to Disconnect and Remove a Vertical Turbine Pump from Service.

Includes:

1. Labor
2. Mileage to/from Jobsite
3. Transport Pump to Shop for Inspection

Completed: 11/17/20

Shipment 11007 Our Order 180010 Your Order 21-5513 & EMAIL CONFIRMATION

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	4511 Pump Inspection-VTP	0	EA	0.00	\$0.00

Item of Shop Disassembly & Inspection of Vertical Turbine Pump

Level One Inspection Includes:

1. Incoming Mechanical Inspection
2. Teardown of Pump
3. Inspection of Parts to Determine Necessary Repairs
4. Provide Quotation for Recommended Repairs
5. Advise Replacement and/or Upgrade Costs

FAIRBANKS MORSE 10M-3 STAGE VTP

GPM: 525 TDH: 100 FT

RPM: 1800 HP: 20

V: 460 PH: 3

ESTIMATED 4' BASE X BELL

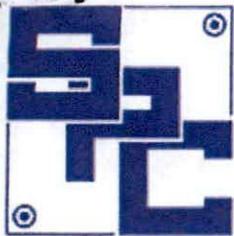
Completed: 12/14/21

Shipment 11007 Our Order 180010 Your Order 21-5513 & EMAIL CONFIRMATION

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	7001-012 Vertical Turbine Pump Repair	0	EA	14,250.00	\$14,250.00

Inspection found the following items need to be repaired or replaced:

- New Rowl Shaft



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909

Fax: 254-776-0023

www.smithpump.com

Invoice No. 1001164

Page 2 of 2

- New Sand Cap
- Blast & Coat Discharge Head & Bowls
- Labor to reassemble pump

Completed: 3/14/21

Shipment 11007 Our Order 180010 Your Order 21-5513 & EMAIL CONFIRMATION

<i>Order Qty</i>	<i>Ship Qty</i>	<i>Part ID/Description</i>	<i>Rev</i>	<i>U/M</i>	<i>Unit Price</i>	<i>Extended Price</i>
1.00	1.00	4201	0	EA	1,554.00	\$1,554.00
Installation & Start Up						

(1) Field Service Technician to Install and start up Vertical Turbine Pump.

Includes:

1. Labor
2. Mileage to/from Jobsite

Completed: 4/6/21

Shipment 11007 Our Order 180010 Your Order 21-5513 & EMAIL CONFIRMATION

<i>Invoice Sub-total</i>	\$17,358.00
<i>Freight</i>	\$0.00
<i>Tax</i>	\$0.00

**Smith Pump Company, Inc.**301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909

Fax: 254-776-0023

www.smithpump.com

Pump 2 + 3 Rehab Quote

Quote No: 31259**Tuesday, April 20, 2021**

Page: 1

Prepared For: Larry Zehr**Shipping:****CITY OF BELTON**Loop 121 Booster Pump Station
Loop 121 and Hwy 190
Belton, TX 76513**CITY OF BELTON**P.O. Box 120
Belton, TX 76513**Shipping Method**

Bestway

Freight Terms

FOB Shipping Point

Payment Terms

Net 30 Days

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Sincerely,

Eduardo Garcia

eduardog@smithpump.com

Line: 1

Part ID: 4101

Rev: 0

Field Service Pull Pump #3

(1) Field Service Technicians to Disconnect and Remove a Vertical Turbine Pump from Service.

Includes:

1. Labor
2. Mileage to/from Jobsite
3. Transport Pump to Shop for Inspection

Completed: 4/6/21

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	1,554.00000			\$1,554.00

Line: 2

Part ID: 4511

Rev: 0

Pump Inspection - VTP

Item of Shop Disassembly & Inspection of Vertical Turbine Pump

Inspection Includes:

1. Incoming data gathering, inspection sheets & photos.
2. Teardown of pump.
3. Inspection, measurements, documentation of component condition.
4. Generate PMG Repair Report.
5. Generate Quotation for repair and/or upgrades.

Completed: 4/19/21

NOTE: Teardown and inspection to be waived if customer repairs pump.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	640.00000			\$640.00

#17,858.00 x 2
PUMP 3 & 2
#35,716.00

**Smith Pump Company, Inc.**

301 MB Industrial Blvd

Waco, TX 76712 US

Phone: 800-299-8909

Fax: 254-776-0023

www.smithpump.com

Quote No: 31259**Tuesday, April 20, 2021**

Page: 2

Line: 3

Part ID: 7001-012

Rev: 0

Vertical Turbine Pump Repair

Inspection found the following items need to be repaired or replaced:

- New Bowl Shaft
- New Impellers (thin edges, cavitation, and recirc)
- New Sand Cap
- New Bowl Bearings
- Blast & Coat Discharge Head & Bowls
- Labor to reassemble pump

Lead Time: 6 weeks for parts from factory, 2-3 weeks once received.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	14,750.00000			\$14,750.00

Line: 4

Part ID: 4201

Rev: 0

Install Vertical Turbine Pump

(1) Field Service Technicians to Install and start up Vertical Turbine Pump

Includes:

1. Labor
2. Mileage to/from Jobsite

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	1,554.00000			\$1,554.00

Salesperson: TXWEST - Christopher Burress

Prices are Valid Until Thursday, May 20, 2021

ACCEPTED BY: _____

PRINTED NAME: _____

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: _____



Staff Report – City Council Agenda Item

Agenda Item #10

Consider authorizing the BEDC Executive Director to execute a contract for the sale of 2.7 acres on Powell Avenue to Nickster, LLC.

Originating Department

Belton Economic Development Corporation – Cynthia Hernandez, Executive Director

Summary Information

The Belton Economic Development Corporation has been presented with an offer from Nickster, LLC to purchase 2.7 acres in the Belton Business Park. The subject property is on Powell Avenue, across the street from Creekside Terrace Rehabilitation. The offer made is \$2.00 per sf for a total sales price of \$235,000.

The developer is proposing to build a 15,000 sf building and will immediately finish out 5,000 sf for a homecare group. This investment is estimated at \$3 million and will house approximately 10-15 employees onsite managing over 270 caregivers in the community and surrounding area. The remaining 10,000 sf will be finished out as the market demands for lease space.

The terms of the contract provide for a 180-day feasibility period. BEDC will pay a 3% commission on the total purchase price, and the special provisions allow for BEDC to purchase back the property at the sales price if construction has not commenced within 24 months. The industry sector is not one that qualifies for BEDC incentive programs; therefore, this is solely a real estate transaction, at BEDC's asking price, to facilitate the location of the business to Belton.

The BEDC Board of Directors approved the terms of the contract on Tuesday, May 4, 2021. The enclosed contract will be presented to the Board on Monday, May 10th to simply clarify the intent of "construction commenced" under Special Provisions and to name a local title company for earnest money deposit and closing. BEDC requests City Council's consideration and approval of the sale of property to Nickster, LLC.

Fiscal Impact

The sale of property is estimated at \$235,000 and could change slightly based on the survey. BEDC's obligation for the commission at 3% is estimated to be \$7,050.

Amount: \$235,000

Budgeted: ☐ Yes ☒ No

If not budgeted: ☐ Budget Transfer ☐ Contingency ☒ Amendment Needed

Recommendation

The BEDC Board and Staff recommend City Council approval authorizing BEDC's sale of 2.7 acres on Powell Avenue to Nickster, LLC.

Attachments

Contract for Sale of Property
Site Exhibit
Restrictive Covenants



COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: **Belton Economic Development Corporation**

Address: **PO Box 1388, Belton, TX 76513**

Phone: _____ E-mail: **chernandez@beltonedc.org**

Fax: _____ Other: _____

Buyer: **Nickster, LLC and/or Assigns**

Address: **1514 Austin Ave, Waco, TX 76701-1712**

Phone: _____ E-mail: **jneubert@visitingangelstx.com**

Fax: _____ Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in **Bell** County, Texas at **TBD Kennedy Court Belton, TX** (address)

and that is legally described on the attached Exhibit _____ or as follows:

Approximately 2.7 acres described as Lot A in the attached Site Plan Exhibit, legally described as Harvest Technologies Subdivision, Block 001 Lot 0001, Acres 9.1

- B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing \$ **235,000.00**

B. Sum of all financing described in Paragraph 4 \$ _____

C. Sales price (sum of 3A and 3B) \$ **235,000.00**

(TXR-1801) 4-1-18

Initialed for Identification by Seller _____, _____ and Buyer _____, _____

Page 1 of 14

Commercial Contract - Improved Property concerning _____

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____. This contract:
- ☐ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- ☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$2,500.00 as earnest money with First Title Company of Waco, LLC (title company) at 4325 W Waco Dr (address) Penny Dulock (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) _____.
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

- A. Title Policy:
- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
- ☒ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☒ Seller.
- (3) Within 30 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 60 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (*insert amount*) of the cost of the survey at closing, if closing occurs.
- ☒ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (*insert amount or percentage*) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- ☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- ☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within _____ days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

- B. Feasibility Period: Buyer may terminate this contract for any reason within 180 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _____ days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
- (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from

Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 5 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
- ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- ☒ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- ☐ (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

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

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

8. LEASES:

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- (1) any failure by Seller to comply with Seller's obligations under the leases;
 - (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
 - (3) any non-occupancy of the leased premises by a tenant;
 - (4) any advance sums paid by a tenant under any lease;
 - (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
 - (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.
- B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

- A. The brokers to this sale are:

Principal Broker: Rydell Real Estate

Cooperating Broker: _____

Agent: Taylor Allen

Agent: _____

Address: 2223 Austin Ave, Suite C

Address: _____

Waco, TX 76701

Phone & Fax: (254)315-1984

Phone & Fax: _____

E-mail: taylor@rydellre.com

E-mail: _____

License No.: 637655

License No.: _____

Principal Broker: (Check only one box)

☐ represents Seller only.

☒ represents Buyer only.

☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

- B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- ☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

- ☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☒ 3.000 % of the sales price.
☐ _____

Cooperating Broker a total cash fee of:

☐ _____ % of the sales price.
☐ _____

The cash fees will be paid in McLennan County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☒ 30 days after the expiration of the feasibility period.
☐ _____ (specific date).
☐ _____

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
- (3) an assignment of all leases to or on the Property;
- (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) service, utility, maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
- (5) a rent roll current on the day of the closing certified by Seller as true and correct;
- (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
- (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

- E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;

- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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

Contract is subject to and contingent upon Belton City Council approval.

If construction has not commenced within 24 months, seller shall have the right to repurchase the property for \$235,000. Seller shall notify the buyer of its intent to repurchase the Property in writing (Notice) and the closing shall take place on or before 45 days after Notice has been given.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
 - (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
 - (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

- (3) any environmental hazards or conditions that materially affect the Property;
- (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
- (6) any wetlands, as defined by federal or state law or regulation, on the Property;
- (7) any threatened or endangered species or their habitat on the Property;
- (8) any present or past infestation of wood-destroying insects in the Property's improvements;
- (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
 - ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
 - ☐ (3) Commercial Contract Financing Addendum (TXR-1931);
 - ☐ (4) Commercial Property Condition Statement (TXR-1408);
 - ☐ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
 - ☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (8) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (10) Information About Brokerage Services (TXR-2501); and
 - ☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509); and
 - ☒ (12) Site Plan Exhibit

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

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on April 30, 2021, the offer will lapse and become null and void.

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

Seller: Belton Economic Development Corporation

Buyer: Nickster, LLC and/or Assigns

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS*(use only if Paragraph 9B(1) is effective)*

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____
on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- # **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- # **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- # Put the interests of the client above all others, including the broker's own interests;
- # Inform the client of any material information about the property or transaction received by the broker;
- # Answer the client's questions and present any offer to or counter-offer from the client; and
- # Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- # Must treat all parties to the transaction impartially and fairly;
- # May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- # Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- # The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- # Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

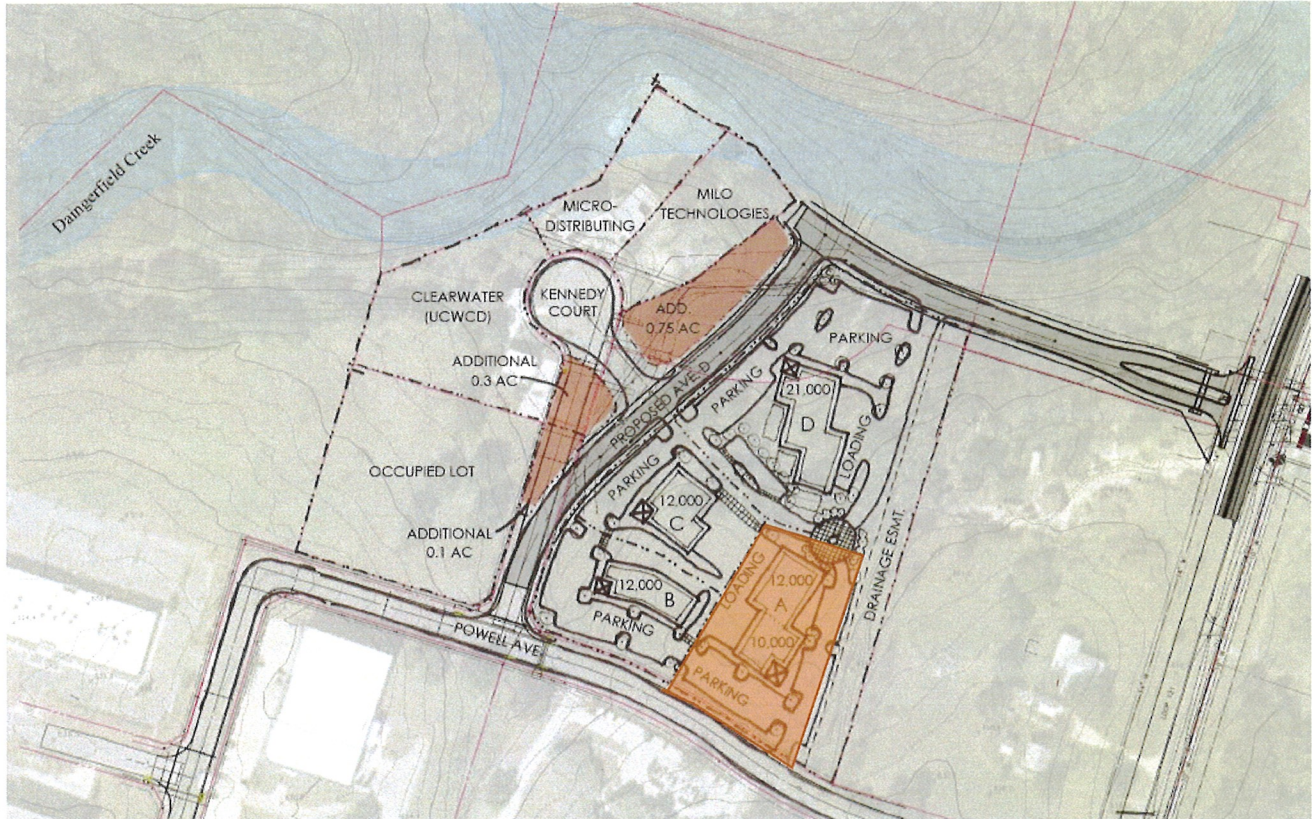
Rydell Real Estate	9004235	taylor@rydellre.com	(254)870-3225
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Ryan Gibson	530212	ryan@rydellholdings.com	(254)870-3225
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Taylor Allen		Taylor@rydellre.com	(254) 315-1984
Sales Agent/Associate's Name	License No.	Email	Phone
_____ Buyer/Tenant/Seller/Landlord Initials		_____ Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

Site Plan Exhibit
To the Contract between Belton Economic Development Corporation (Seller) and Nickster, LLC (Buyer) for a 2.7 Acre Tract, Described as Lot A

FULL BUILDOUT

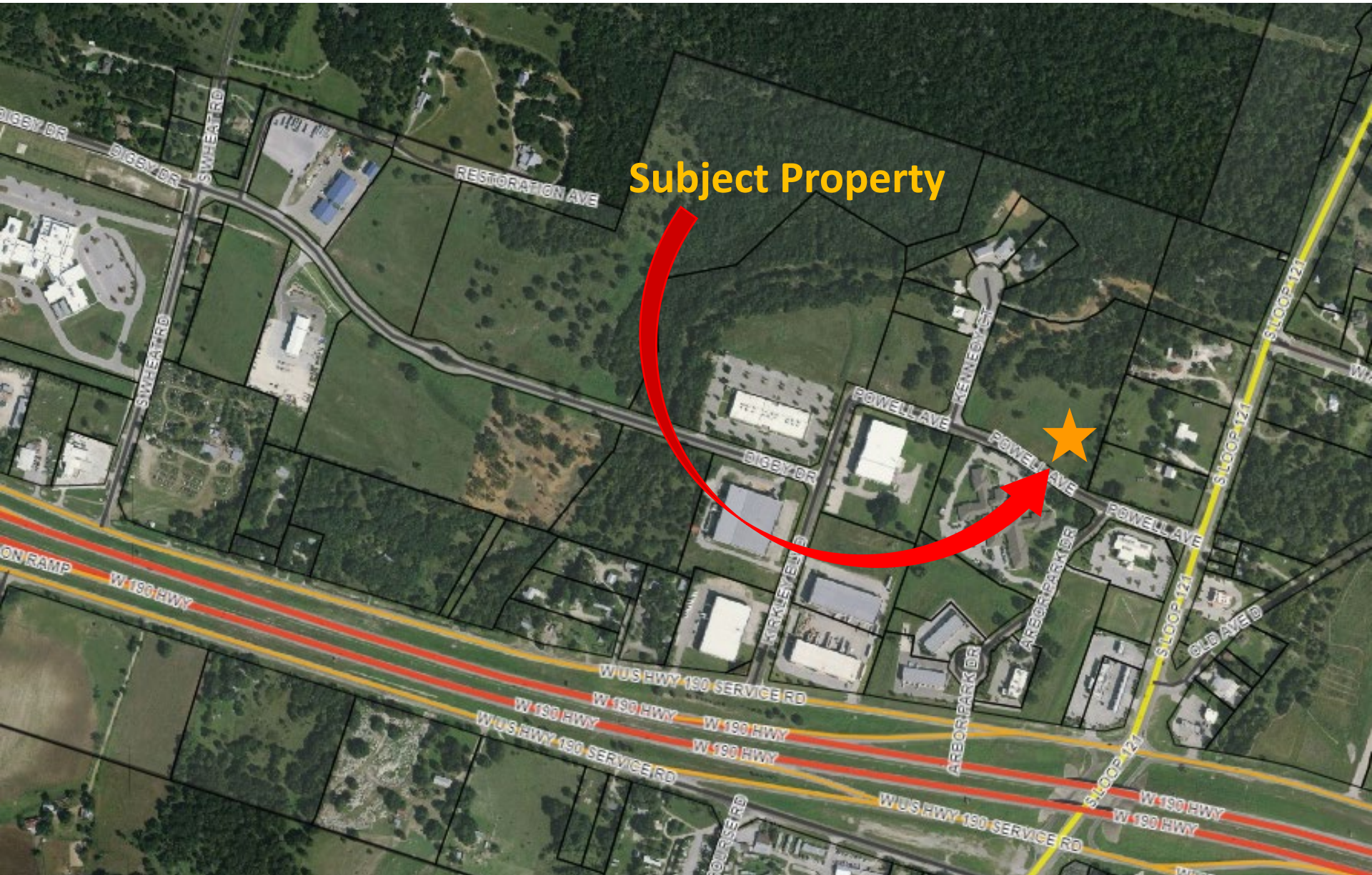


LOT SUMMARY

LOT A	2.7 AC
LOT B	1.6 AC
LOT C	1.3 AC
LOT D	3.6 AC
MILO TECH.	1.1 AC
MICRO DIST.	1.1 AC
CLEARWATER	2.2 AC

NEW AVAILABLE PARCELS:

0.75 AC
0.3 AC
0.1 AC



Subject Property

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.

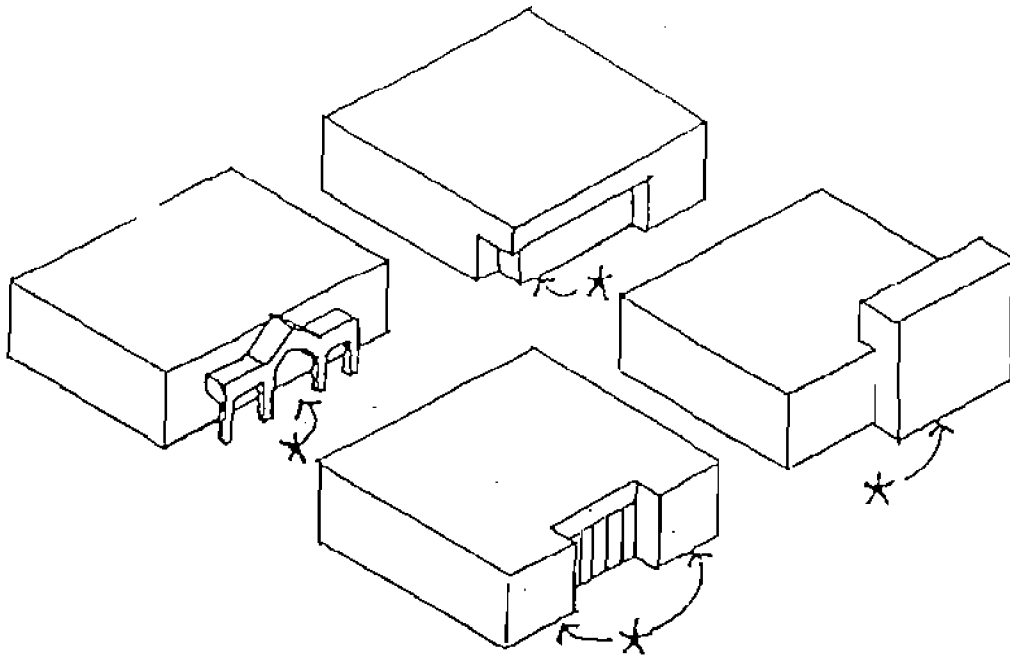
E If the Architectural Control Committee fails either to approve or reject an application for proposed work within 60 days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

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

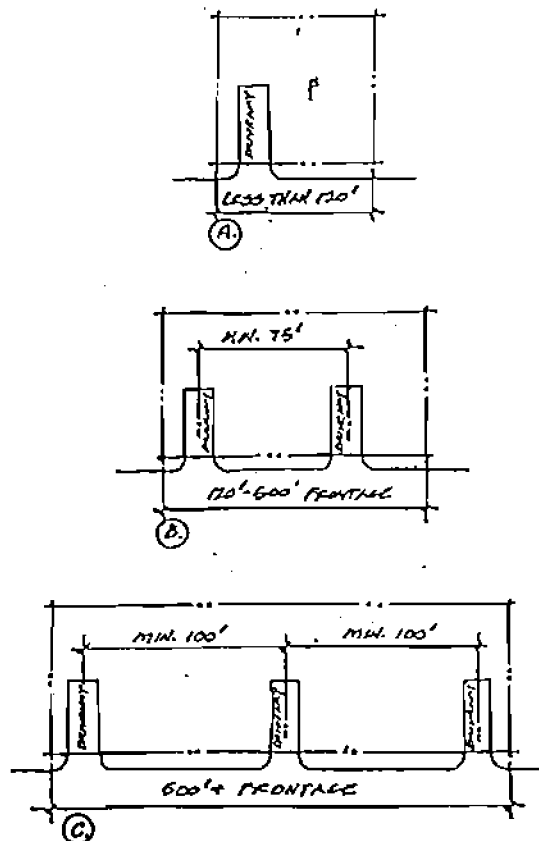
Driveway Locations, Loading Areas and Parking Areas

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.

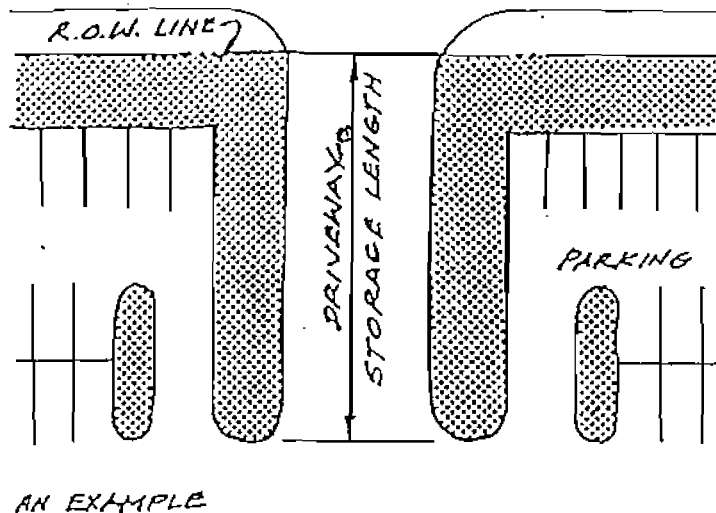
B Queuing/Driveway Storage Length Standards

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

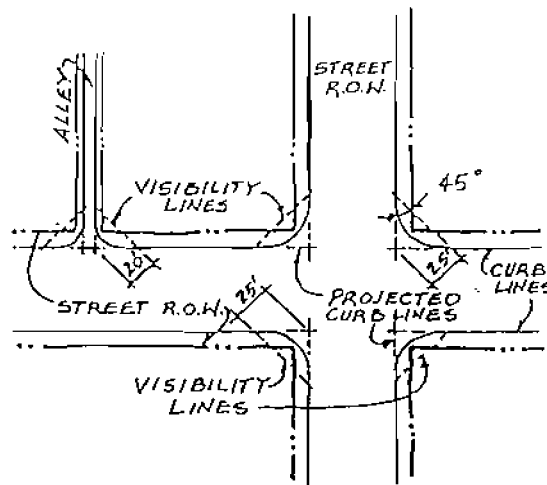
Screening

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



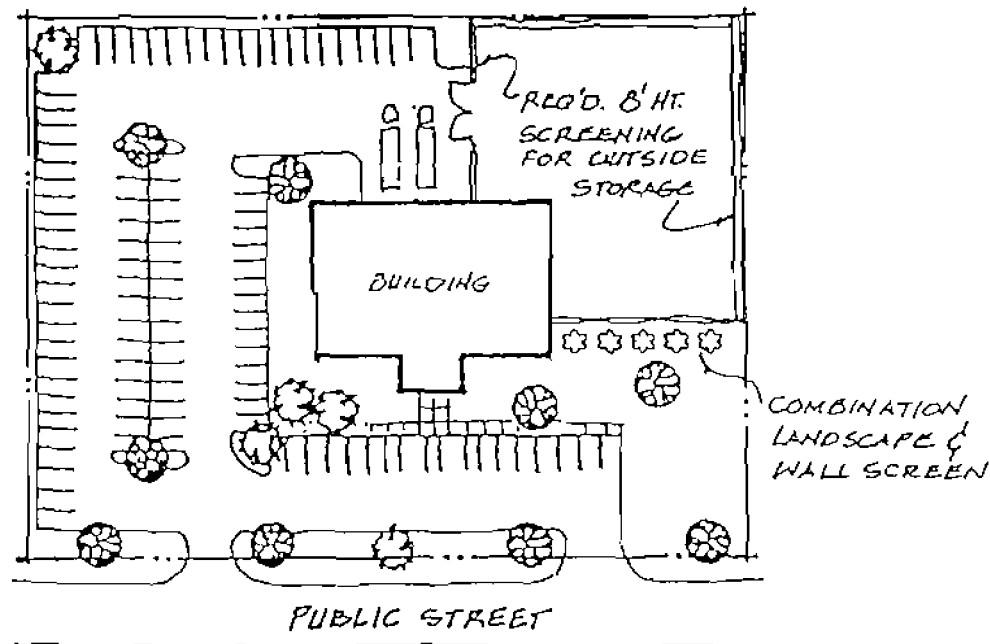
B Outdoor Storage and Display Areas

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

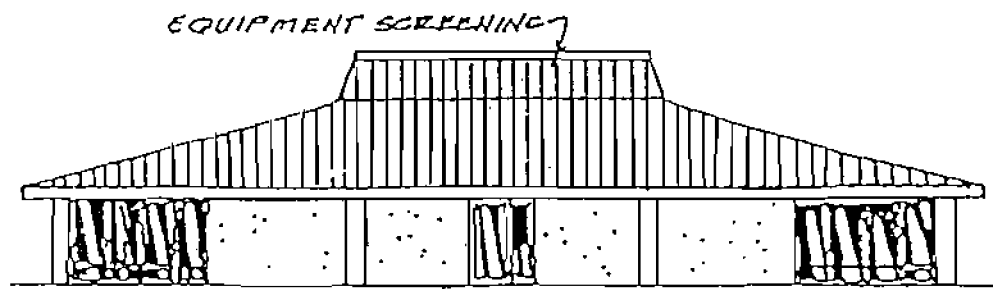
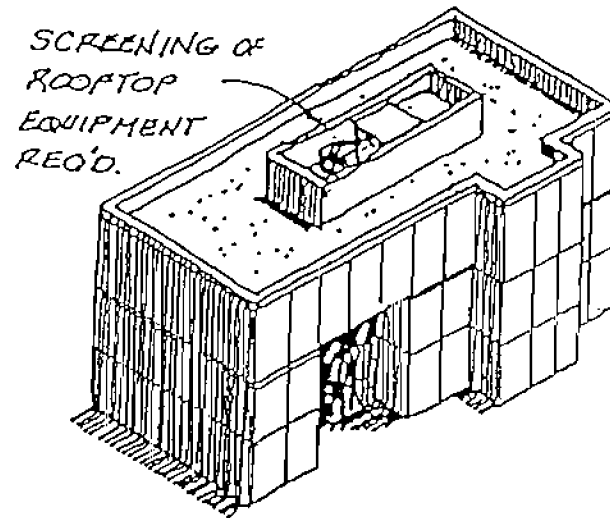


FIGURE 6B

**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.

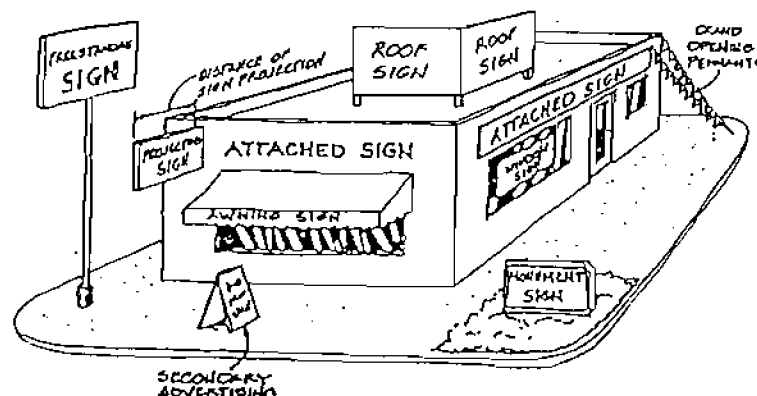
ARTICLE 8

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

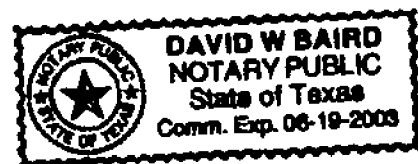
By: *[Signature]*

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).

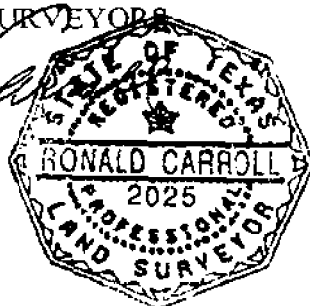
Thence south 17 degrees-06 minutes-22 seconds west along the west line of said Loop 121 Commercial Park for a east line of said Development Corp. tract, 329-76/100 feet to the place of beginning and containing 108-55/100 acres, (deed call is south 17 degrees-06 minutes-30 seconds west).

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
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VADA SUTTON
CLERK, BELL COUNTY
DEPUTY

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Cabinet C - Slide 172b



Staff Report – City Council Agenda Item

Agenda Item #11

Consider authorizing the BEDC Executive Director to execute a contract with KPA Engineers dba Covey Landscape Architects for development of a Downtown Belton Marketing Plan and authorizing a budget amendment to fund the project.

Originating Department

Belton Economic Development Corporation – Cynthia Hernandez, Executive Director

Summary Information

Belton, for years, has experienced great synergy in public and private investments enhancing areas of Belton and growing the business base. Despite the pandemic, the BEDC and City continue to see interest from investors and prospective businesses, and a great interest continues in Belton's downtown. With that, the Belton Economic Development Corporation has identified a need for developing a vision to expand the boundaries of Belton's Downtown Business District and enhance development opportunities and connectivity within. This goal is addressed in the 2021-2023 BEDC Projects and Work Plan presented to Council during a joint meeting with the BEDC Board in March 2021.

BEDC has received a proposal from Covey Landscape Architects for the development of Belton Concepts and Materials for a Marketing Plan to support this initiative. The scope of services includes the development of concepts and materials for a marketing plan. This process will analyze opportunities and constraints, facilitate stakeholder meetings, and develop concepts based on stakeholder input and data collection. Detailed cost estimates will be generated for items identified in the conceptual designs, and illustrative renderings will be delivered as part of the final product.

The total cost of this proposal is \$72,500 to be funded by BEDC. This initiative will be led by BEDC staff, with support from the City of Belton.

The BEDC Board of Directors, in a special called meeting scheduled for May 10, 2021, will consider the proposal from Covey Landscape Architects. Staff will recommend approval of the proposal as presented. Additionally, the BEDC Board will consider a budget amendment in the amount of \$72,500 to fund the project. Following Board approval, BEDC will seek City Council's consideration in authorizing a contract with Covey Landscape Architects for the development of Concepts and Materials for a Marketing Plan for the City of Belton and authorizing a budget amendment to fund the project.

Fiscal Impact

Total project is estimated at \$72,500. BEDC took a lean budget approach in FY 2021, including marketing initiatives, and will need a budget amendment to fund the expenditure.

Amount: \$72,500

Budgeted: ☐ Yes ☒ No

If not budgeted: ☐ Budget Transfer ☐ Contingency ☒ Amendment Needed

Funding Source(s): Fund Balance

Recommendation

The BEDC Board (pending Board approval) and Staff recommend City Council approval authorizing a contract with Covey Landscape Architects for the development of Concepts and Materials for a Marketing Plan for the City of Belton and authorizing a budget amendment to fund the project

Attachments

Proposal from Covey Landscape Architects
BEDC Projects and Work Plan



April 4, 2021

Ms. Cynthia Hernandez
Executive Director
Belton Economic Development Corporation
2180 North Main Street – Suite C1
Belton, Texas 76513

RE: Belton Concepts and Materials for Marketing Plan

Dear Ms. Hernandez,

KPA Engineers, dba Covey Landscape Architects (CLA) is pleased to submit this proposal for professional design services. This document serves as a scope of services and to identify fees to provide Concepts and Materials for a Marketing Plan for the greater Downtown, Belton area.

This agreement is by and between CLA (Consultant) and Belton EDC (Client), Belton, Texas.

GENERAL SCOPE

Concepts and material development efforts will focus on the downtown core of Belton and the neighborhoods connected and relating to the core. These areas have been identified as having a direct impact in the function, aesthetic, accessibility and vitality of the downtown core. Efforts will be made to cohesively connect multiple land uses, geographic site elements and neighborhoods in a graphical representation of ideas and solutions that will serve as a marketing plan to create a unified, efficient and vibrant downtown Belton. See Exhibit A and Exhibit B (attached) for a reference of sites and districts of opportunity. These include: **(A)** *Nolan Creek-south of The Gin*, **(B)** *Downtown Core*, **(C)** *Main Street Corridor*, **(D)** *UMHB Entry sequence*, **(E)** *connection to East University*, **(F)** *6th Street Corridor*, **(G)** *residential areas east of Nolan Creek along Shine and Pearl Street*, and **(H)** *Industrial Corridor along 6th Street*.

BASIC SERVICES

CLA will provide goals and objectives for each area listed in Exhibit A and Exhibit B. Each area will include plans and illustrative renderings with an Opinion of Probable Cost including phasing for review by the Belton EDC, City Staff and Belton City Council. CLA will perform all work and prepare all deliverables in accordance with current development codes and standards of the city. The timeline for this project is eight (8) months from Notice to Proceed.

The scope of services for the work can be categorized as follows:

1) Development of Concepts and Materials for Marketing Plan

- a) Data Collection – Obtain and assess any existing data from the site, City and other entities that may have available record documents. Analyze opportunities and constraints based upon findings.
- b) Stakeholder Kick Off Meeting to receive information and listen to the community's input
- c) Develop initial concepts for each area identified based upon stakeholder input and data collection
- d) Meet with stakeholders to review initial concept design and site assessment
- e) Develop materials and plans for Downtown Belton within the project limits to include:
 - i) Conceptual site amenities and monumentation including signage and wayfinding
 - ii) Connectivity of neighborhoods/districts and the University to Downtown
 - iii) Roadway designations and sections
 - iv) Streetscape enhancements including lighting and pedestrian facilities
 - v) Creation of districts/ neighborhoods with unique character and aesthetics and names
 - vi) Develop options and suggestions for infill opportunities
- f) Compile all analysis and all concept drawings into overall package
- g) A 3D Sketch Up model of the final design amenities will be developed

2) ESTIMATE OF PROBABLE COSTS

- a) Provide a detailed cost estimate for associated costs based on the conceptual design. Costs are estimates and provided from previous projects and experience.

3) ILLUSTRATIVE RENDERINGS

- a) Plan Rendering with labels of overall concepts and vision
- b) Overall plans of individual neighborhood or districts
- c) Aerial renderings of key features and developments
- d) Human scaled views within the spaces
- e) Sections and elevations

BASIC SERVICE SUMMARY

The lump sum fee for this proposal request is \$72,500. For budgeting purposes, the following is a break down of lump sum fees by task.

1.	Development of Concepts and Materials for Marketing Plan	\$	47,000
2.	Provide Opinions of Probable Costs	\$	7,500
3.	Illustrative Renderings	\$	18,000
Total Project Lump Sum Fee		\$	72,500

The referenced fees are proposed to be lump sum amounts and will be invoiced monthly based on percentage completion for the 26th day of each month through the 25th day of the next month. Work requested beyond the scope of work outlined in this proposal will take place after written authorization is received from the BEDC and will be charged at a negotiated fee.

We are available to discuss this professional services proposal with you at a mutually convenient time. Once this proposal is approved, please place signatures in the spaces provided by this communication.

Sincerely,



Travis Crow, PLA
Principal

APPROVED:

BY

TITLE

DATE:

EXHIBIT A

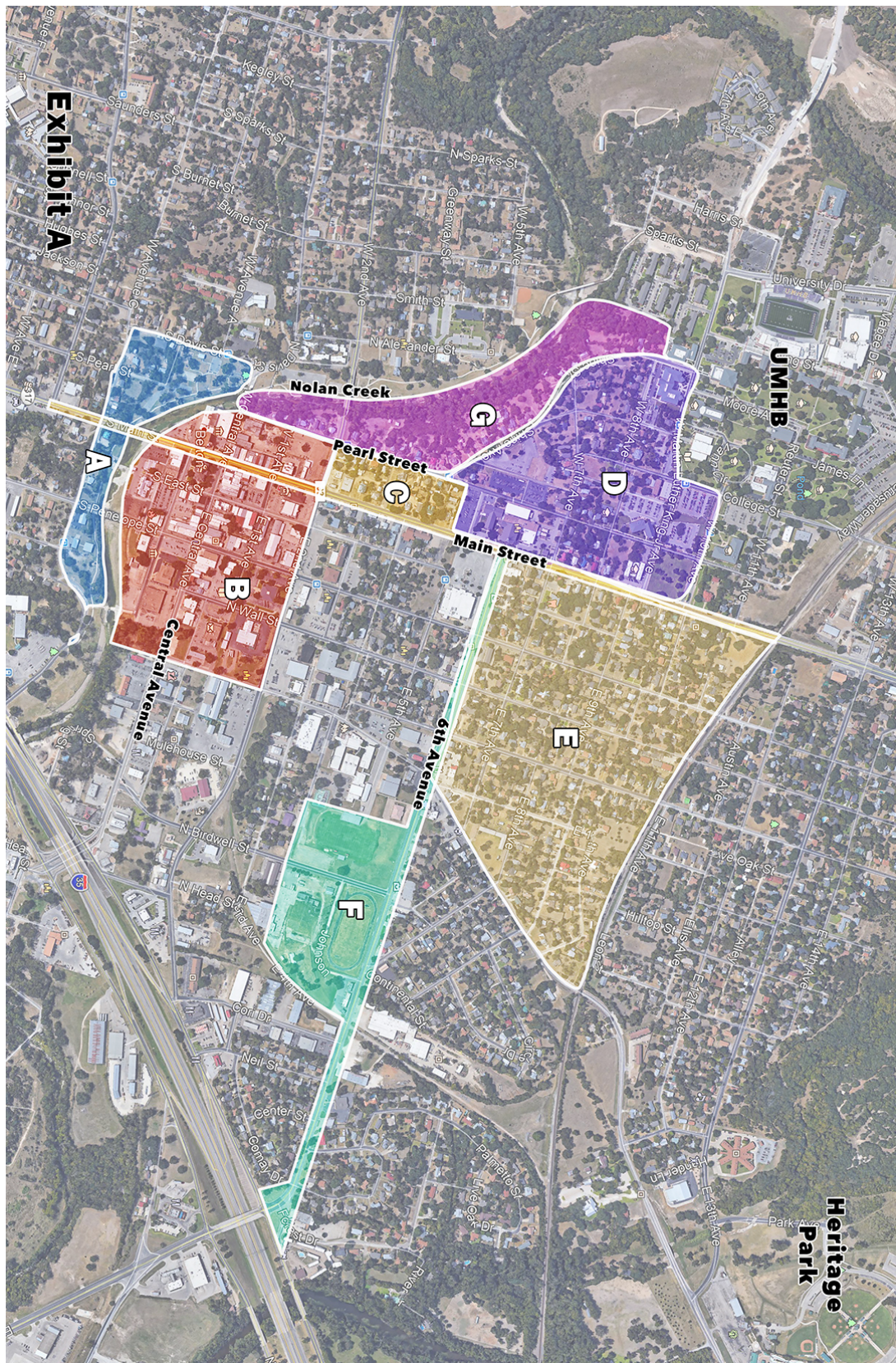


EXHIBIT B



BEDC Projects and Work Plan 2021-2023



The BEDC Board of Directors met on July 7, 2020, to identify and prioritize projects that will yield the greatest economic impact to the City of Belton. As part of this process, the Board of Directors were presented with various population and demographic breakdowns, occupations for residents and commuters within Belton, and the overall tax base for the City of Belton. The workplan below addresses those projects determined as priority by the Board. The plan does not replace BEDC’s marketing, business recruitment or businesses retention efforts, but in some cases may impact the target audience for those programs.

BEDC MISSION

Our mission is to enhance the economy of the City of Belton by assisting primary industry expand or locate into the community, thereby creating new job opportunities.

• • •

GOAL: LAND ACQUISITION

As per the BEDC’s governing documents, the Board has the ability to buy and sell real estate as needed. The Board finds value in purchasing land to facilitate the development of commercial and industrial projects. In some cases, land acquisition may facilitate the development of corridors vital to Belton’s economic wellbeing. BEDC staff will follow and evaluate, on an ongoing basis, opportunities along the following corridors.

- IH-14 Corridors
- IH-35 Corridors
- Lake to Lake Rd.

Tasks	Timeline	Status
1. Research and update available property inventory for IH-14 and IH-35 on a monthly basis. <ul style="list-style-type: none">- Online search (e.g. LoopNet, CoStar, Lands of Texas, etc.)- Drive through- Networking and outreach to brokers	FY 2021	
2. Consider acquiring tracts identified by staff <ul style="list-style-type: none">- Possible budget amendment	FY 2021	

3. Research available tracts along Lake to Lake alignment on a quarterly basis
 - Online search (e.g. LoopNet, CoStar, Lands of Texas, etc.)
 - Drive through

Ongoing

GOAL: INFRASTRUCTURE IMPROVEMENTS

The extension or enhancement of roads and utilities facilitates the development of commercial and industrial activity as well as the continued growth of the City of Belton. Some areas of Belton are prime for development but lack the infrastructure to support the growth. Furthermore, when competing with neighboring communities for this development, the lack of infrastructure can be a setback due to cost and timing. BEDC will complete current planned infrastructure projects and will evaluate the feasibility of future projects in the following areas.

- IH-35 Corridors
- IH-14 Corridors
- Shanklin/Loop 121
- Capital Way
- Belton Business Park, Phase II

Tasks	Timeline	Status
1. Bid IH-35 waterline extension. <ul style="list-style-type: none"> - Work with KPA/COB to finalize bid documents - Advertise for bids and award 	FY 2021	
2. Finalize easement acquisitions for IH-14 water and wastewater. <ul style="list-style-type: none"> - COB and DRWSC to coordinate in property owner outreach and easement acquisition - Finalize design and bid documents 	FY 2021	
3. Bid IH-14 waterline and wastewater extension. <ul style="list-style-type: none"> - Work with KPA/COB/DRWSC to finalize bidding documents - Make determination on construction for wastewater phases - Coordinate with DRWSC for BEDC funded construction of their waterline - Advertise for bids and award construction for water and wastewater - Secure contract with engineer for construction administration services 	FY 2021	
4. Complete Avenue D design. <ul style="list-style-type: none"> - Coordinate with TxDOT on final design for Loop 121/Ave D intersection - Coordinate with COB on final decision for sidewalk ordinance as it pertains to BBP - Replat Ave. D/Jones Rd. - Finalize design 	FY 2021	

5. Bid Avenue D extension.	FY 2021
<ul style="list-style-type: none"> - Prepare bid documents - Advertise for bids and award 	
6. Design proposed roadway to connect IH-14 to Digby Drive.	FY 2021
<ul style="list-style-type: none"> - Clear property south of Digby in preparation for tree survey and replat - Work with surveyor to begin preliminary replat for 9 lots - Engage engineer to design proposed roadway - Evaluate budget to determine feasibility for construction 	
7. Evaluate feasibility for next phase of waterline extension west, along IH-14.	FY 2021
<ul style="list-style-type: none"> - Revisit proposed infrastructure improvement plan from 2017 to determine next areas of focus - Consider BEDC budget and 2017 OPCs to determine next phase of water extension - Consult with COB and engineer to ensure next phase aligns with current overall network and vision 	
8. Evaluate participation in Capital Way Infrastructure of Shanklin/Loop 121 in line with COB CIP.	FY 2021
<ul style="list-style-type: none"> - Stay up to date on COB CIP plan to coordinate extension - Consider improvements with land acquisition as opportunities present themselves 	

GOAL: SPECULATIVE BUILDING

Available buildings are almost non-existent, thus there is a need for inventory to help facilitate business development. Furthermore, the development of new inventory will spur additional interest in Belton as a place to locate. The BEDC has successfully constructed, leased-up, and sold speculative buildings ranging from 11,400 sf to 40,000 sf over the years. The Board finds value in a speculative building and will evaluate the construction of a building, or a turn-key option, with some focus on the following areas:

- Belton Business Park (Conceptual Planned Development)
- Alternative BEDC property
- FM 1670/IH-14

Tasks	Timeline	Status
1. Evaluate inventory needs.	FY 2021	
<ul style="list-style-type: none"> - Document and review leads to determine market needs - Work with brokers to determine market needs - Present Board with overview on findings for consideration 		
3. Identify sites and consider site improvements for turn-key construction or speculative building.	FY 2021	
<ul style="list-style-type: none"> - Consider Phase II lots and IH-14 parcels 		
2. Develop a cost estimate for construction.	FY 2021	
<ul style="list-style-type: none"> - Work with contractor to determine cost estimate for site work and building construction 		

GOAL: DOWNTOWN MASTER PLAN DEVELOPMENT

Belton's Downtown Business District has benefited from numerous public and private investments over the years, beginning with the Central Avenue improvements and The Gin renovation to recent redevelopments and improvements, ultimately resulting in a vibrant area attracting businesses and visitors alike. There continues to be great interest from prospective investors and businesses to find a location in Belton's downtown. With the District mostly occupied, it is ideal to extend the boundaries of the downtown when planning for growth. A master plan can facilitate a process in which the City and its stakeholders can develop a unified vision for development in Belton. Furthermore, the development of a plan will provide BEDC and the City's Retail Coordinator a valuable marketing tool to assist with business recruiting efforts. The Board seeks to work with the City of Belton to determine how BEDC can support the development of a downtown masterplan.

Tasks	Timeline	Status
1. Invite Covey to evaluate proposal and resubmit to BEDC/COB. - Original proposal received Oct. 2019, request a resubmittal	FY 2021	
2. Work with COB to determine how to engage in masterplan. - Present master plan concept and proposal to COB in a joint meeting with Council/BEDC - Evaluate best way to engage consultant in partnership with COB - Consider budget amendment to facilitate the master plan	FY 2021	
3. Determine next steps to promote and implement masterplan concepts. - Utilize master plan to promote Belton for investment and business attraction	FY 2022	

GOAL: TECHNOLOGY CENTER

BEDC is actively engaged in workforce initiatives to ensure a talent pipeline for business retention and recruitment efforts. Great efforts have been made at the state and local level to encourage industry certifications and curriculum aligned with the needs of local employers. In early 2020 the state and regional employment levels were at record lows, forcing employers to become more competitive to attract and retain talent, sometimes stealing from their neighboring business. Today, as a result of Covid-19, unemployment is record high. In either case, the need for technical training (and retraining) exist today to aid in developing the skillsets needed by existing and prospective businesses. The Board has identified the property along FM 93 as an ideal location for a Career and Technology center and will initiate dialog with Temple College to evaluate the interest and feasibility for a project such as this.

Tasks	Timeline	Status
1. Develop high level cost estimates for building construction and site work. - Estimates based on construction at FM 93 site - Consider cost based on recent industrial construction and technology centers around the state	FY 2021	

- | | |
|-----------------------------------------------------------------------------------------|---------|
| 2. Engage with Temple College to determine their level of interest in this partnership. | FY 2021 |
| - Identify willingness to operate, cost share, and coordinate for industry needs | |
| - Consider dual credit options and certifications based on workforce needs and trends | |
| 3. Identify costs and parameters for a Career and Technology Center in Belton. | FY 2022 |
| - Equipment, curriculum, instructors, ongoing maintenance, etc. | |

GOAL: TECHNICAL ASSISTANCE AND BUSINESS SUPPORT

The BEDC's Business Retention and Expansion Program engages and supports industries year-round. Outreach and events strive to provide resources related to training, workforce, trends, and other areas applicable to the Type A eligible industries. With the recent pandemic, it was brought to light that there is a need to support retail and service businesses with technical assistance, training and various information. Furthermore, an outreach of business retention efforts beyond industry may help the City of Belton better identify programs to help retain their retailers and service companies. With the relocation of BEDC offices to Belton's downtown and a co-location with the Chamber, BEDC may be better positioned to participate in providing technical assistance.

Tasks	Timeline	Status
1. Continue to populate BeltonWorks to generate a database of Belton Businesses.	FY 2021	
- Work with Retail Coordinator to populate BeltonWorks through COB applications and programs		
- Website to be used to promote Belton to prospects, visitors and citizens		
- Database to be used to update Belton Businesses as needed on available grants, programs and events		
2. Work with the City of Belton in evaluating programs through the CARES ACT funds and assist with outreach.	FY 2021	
3. Develop a partnership with SBDC to offer small business support from BEDC offices.		
- Invite SBDC to offer services at BEDC offices to include training and counseling regularly		
4. Evaluate the demand of SBDC's workload and determine how to best support Belton Businesses.	FY 2022	
- Consider a permanent location or position to support small business, or other partnerships to meet the demand of Belton's growing population of entrepreneurs.		