



# City of Belton, Texas

Joint Workshop Meeting of the Belton City Council,  
Belton Economic Development Corporation Board, and  
Tax Increment Reinvestment Zone #1 Board.

Tuesday, May 10, 2022 - 4:00 p.m.  
Wright Room at the Harris Community Center  
401 N. Alexander, Belton, Texas

1. Call to order: Belton City Council, Belton Economic Development Corporation Board and Tax Increment Reinvestment Zone #1 Board.
2. Public Comments.

***Citizens who desire to address the Council or Boards 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 and Boards appreciate hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1) engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda.***

3. Receive a presentation on the Downtown Belton Marketing Plan and discuss next steps.
4. Adjourn.

*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.*

# ***Imagine Belton***



**A path forward, while preserving the past.**







Numerous individuals including City of Belton elected and appointed officials, City staff, members of the Advisory Committee, key stakeholders and citizens provided knowledge, assistance and insight throughout the process of developing the vision and strategy for the plan.

Specific contributions of the following are greatly appreciated:

### ***City Council***

Wayne Carpenter, Mayor  
David K. Leigh, Mayor Pro Tem  
Dan Kirkley, Councilmember  
John Holmes, Councilmember  
Craig Pearson, Councilmember  
Daniel Bucher, Councilmember  
Guy O'Banion, Councilmember

### ***BEDC Board***

Joe Shepperd, President  
Griff Lord, Vice President  
Stevie Spradley, Secretary  
Brandon Bozon, Board Member  
Matt Wood, Board Member

### ***BEDC Staff***

Cynthia Hernandez, Executive Director  
Ana V. Borchardt, Director of Business Expansion and Retention  
Katherine Mutchler, Administrative Assistant  
Judy Garrett, City of Belton CVB/ Retail Development Coordinator

### ***Advisory Committee***

Joe Shepperd  
Brandon Bozon  
Wayne Carpenter  
David Leigh  
Sam Listi  
Bob Van Til  
Tina Moore  
Matt Bates  
Gene Ellis  
Judy Garrett  
Kayla Potts  
Trey Gallaway  
Narunya Estrada  
Lina Chtay  
Ronnie Schoepf  
Dusty Miller  
Paul Crane  
Mike Emmons  
Dave Covington

### ***Consultant Team***

#### **Covey Planning and Landscape Architecture**

Travis Crow, Principal  
Joshua Donaldson, Planner and Landscape Architect  
Elizabeth Lane, Landscape Designer

#### **KPA Engineers**

David Patrick, Partner  
Ginger R. Tolbert, Partner  
Alvin R. "Trae" Sutton, Partner



This page was intentionally left blank.

# ***Table of Contents***

## ***Introduction and Goals***

2	Project Background
4	History
6	Advisory Committee/Goals and Objectives
8	Demographics
11	Regional Growth
12	Visitor Profile

## ***Existing Conditions and Analysis***

14	Nolan Creek Corridor
16	Nolan Creek Corridor
18	Infill Opportunities and Catalyst Sites
20	Gateways and Approaches
22	South Main Street: Existing Use Character
23	South Main Street: Street Environment
24	6th Street: Existing Use Character
24	6th Street: Street Environment
26	Takeaways

## ***Vision***

28	Subdistrict Introduction
30	Central Downtown Subdistrict
42	The Fields Subdistrict
50	South Main Subdistrict
56	Nolan Creek Corridor
58	West 2nd Subdistrict
62	North 6th Subdistrict
66	University Heights

## ***Recommendations and Implementation***

74	Strategic Initiatives
77	The Regulatory Environment
79	Action Plan



This page was intentionally left blank.

# Introduction

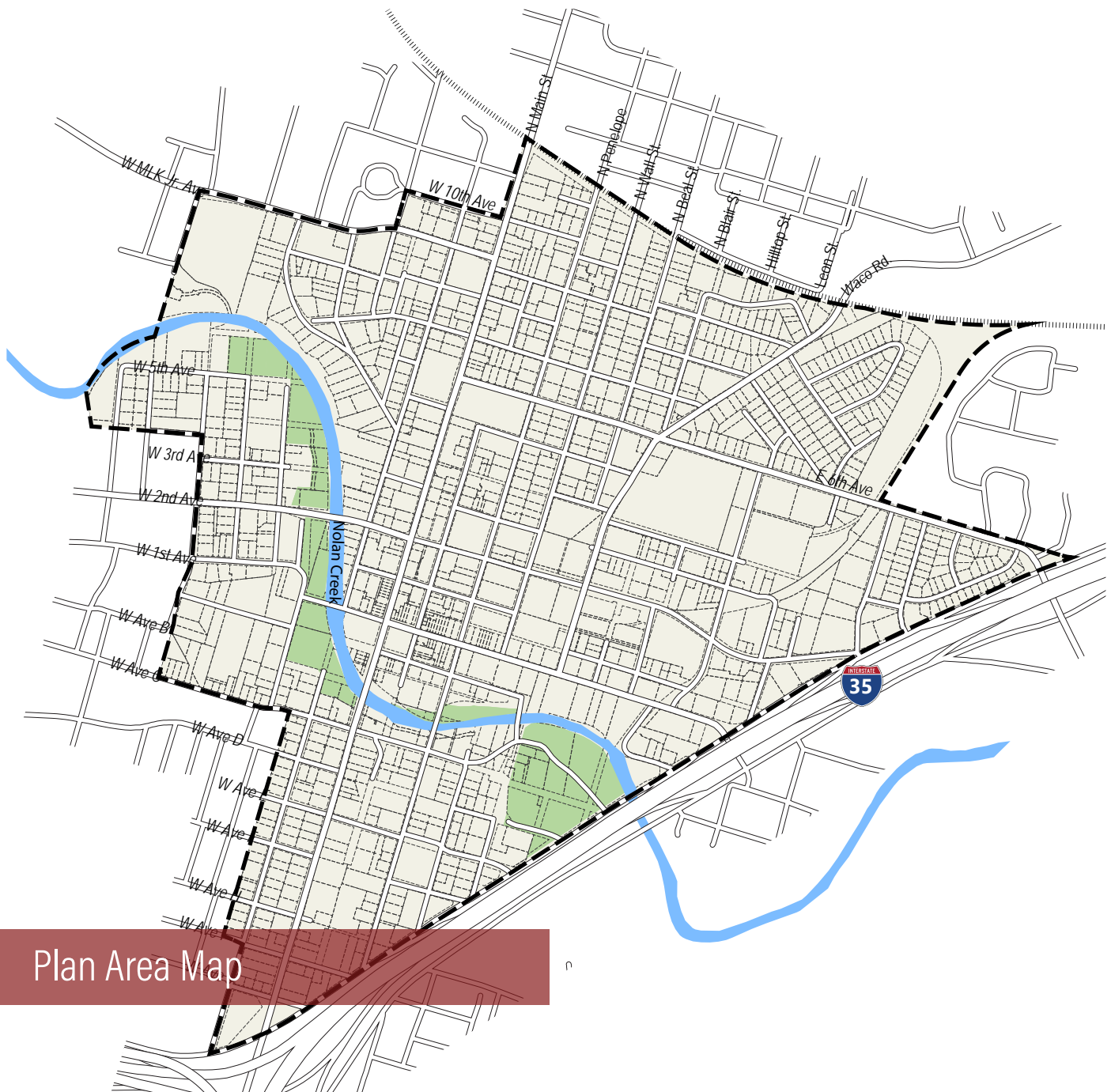
This chapter provides a background on the project, a brief history of Belton, plan goals, and a demographic snapshot of the plan area.



## Project Background

The Belton Economic Development Corporation (BEDC) was created in 1990 and has a mission to enhance the economy of the City of Belton by assisting primary industry expand or locate into the community, thereby creating new job opportunities. This plan will further this mission by exploring opportunities for investment throughout the Downtown plan area. This plan also serves

as a guide for future growth and development in Downtown, striving to capitalize on the unique features of the plan area. Building on the concepts in the 2030 comprehensive plan, this plan utilizes public input and site analysis to create a vision for a connected, safe, and walkable Downtown.







The Landing at Creekside Park



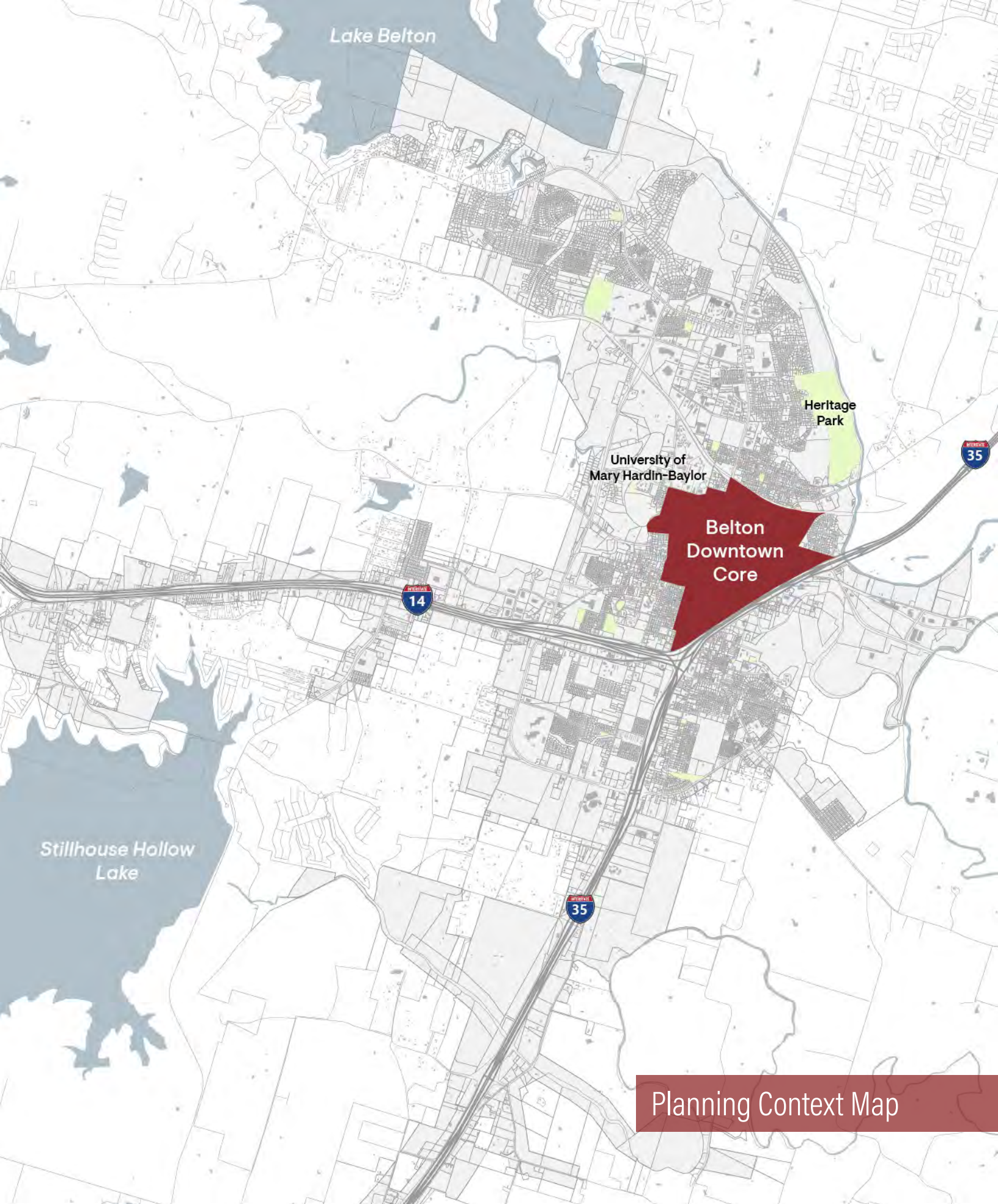
## History

Belton was first settled in 1850 and called Nolanville, which was named for Texan explorer Philip Nolan. In 1851, its name was changed to Belton after being designated County seat for the new Bell County. At the time, Belton was the only town in the County and was said to be the last place of civilization seen by the pioneers heading West. After the civil war, Belton experienced unrest, with supplies and money dwindling- forcing many stores to close. However, the 1870's and 80's saw a boom with building, new businesses and new enterprises, including the building of the existing courthouse

and Baylor Female College, now known as the University of Mary Hardin Baylor. By 1882, Belton contracted with M.K.T. and a depot was built a block from the courthouse. The town began to thrive and grow rapidly until 1928. Belton was hit hard by the Great Depression, but managed to recover thanks to World War II and the arrival of Fort Hood. This brought economic relief and a surge of growth. Since then, two large lakes have been built that provide tourist attractions and IH-35 makes Belton appealing to businesses.







## Planning Context Map

## Advisory Committee

The advisory committee was a group of Belton business leaders and residents who were selected to help guide the planning process. This group is responsible for helping craft the plan's vision and corresponding recommendations through their active engagement. The advisory committee was directly responsible for the development of the plan title and the project goals and objectives. The group met throughout the plan's development to review and comment on the document content.

## Goals and Objectives

The following goals and objectives were developed at the beginning of this planning process. They were used as guiding parameters for the development of visioning ideas and plan recommendations. The icons for each goal will be used throughout the document to highlight plan goal relationships to vision ideas and recommendations.



### A guide for investment into the core of the Belton Community

#### Objectives:

- Unifying visioning that shows the preferred future for Downtown Belton
  - Expanded set of development tools to increase activity levels and housing opportunities within downtown and its adjoining neighborhoods, include public/private partnerships
  - An emphasis on the balance between programming Belton to be a destination and providing amenities for the local community
  - Account for and mitigate where possible, floodplain limitations to improve certainty of developable areas
- 



### Improve connections into Belton Downtown

#### Objectives:

- Enhance the arrival sequences into the core of downtown
  - Continuation of attractive and desirable development along key corridors
  - Improved physical connection to UMHB
  - Realization of the existing infrastructure, capitalize on the proximity of residential neighborhoods to downtown core
- 



### Better utilize unique characteristics of Belton, specifically Nolan Creek

#### Objectives:

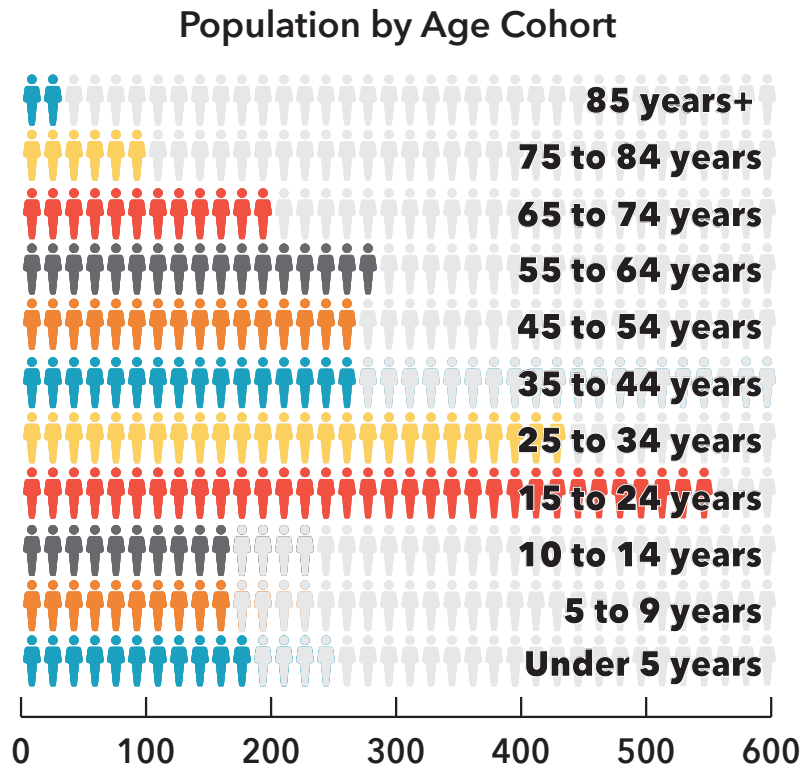
- Continue to showcase unique architecture of downtown, allowing it to radiate out into the surrounding areas
- Reorient development to front Nolan Creek
- Increase entrepreneurial opportunities near Nolan Creek
- Capture more students and alumni of UMHB through improved housing choice and increased employment opportunities, i.e. use expanded quality of life to attract more employers that are locating in Central Texas/Austin area
- Utilize public/private partnerships to expand UMHB branding and footprint within the downtown





## Demographics

A better understanding of the local demographics helps frame the recommendations and policies for the plan area. This information is derived using Esri's Community Analyst software that aggregates multiple block groups that make up the plan area, with the base data coming from the 2015-2019 American Community Survey (ACS) 5-year estimate.



Total Population

# 2,648

Median Age

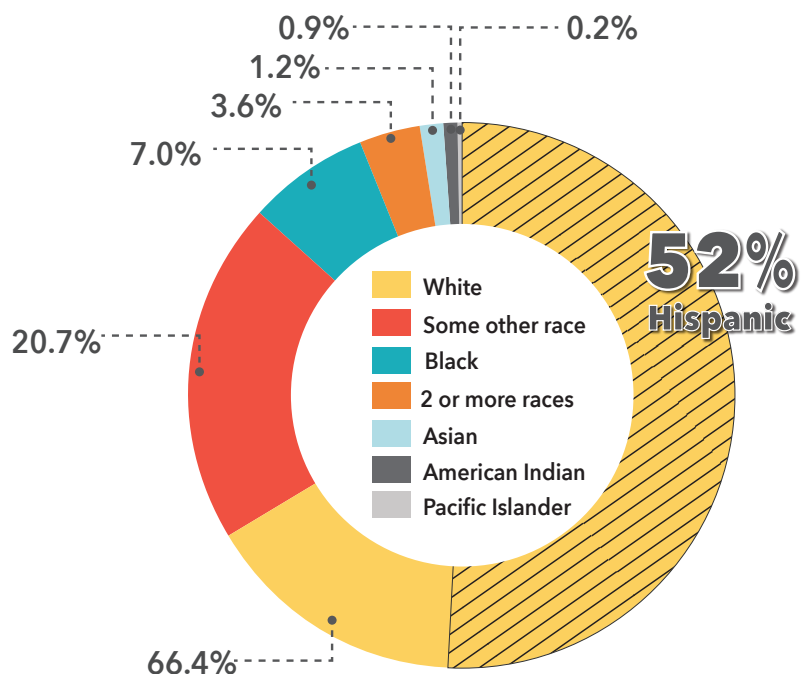
# 30.1

Median Age

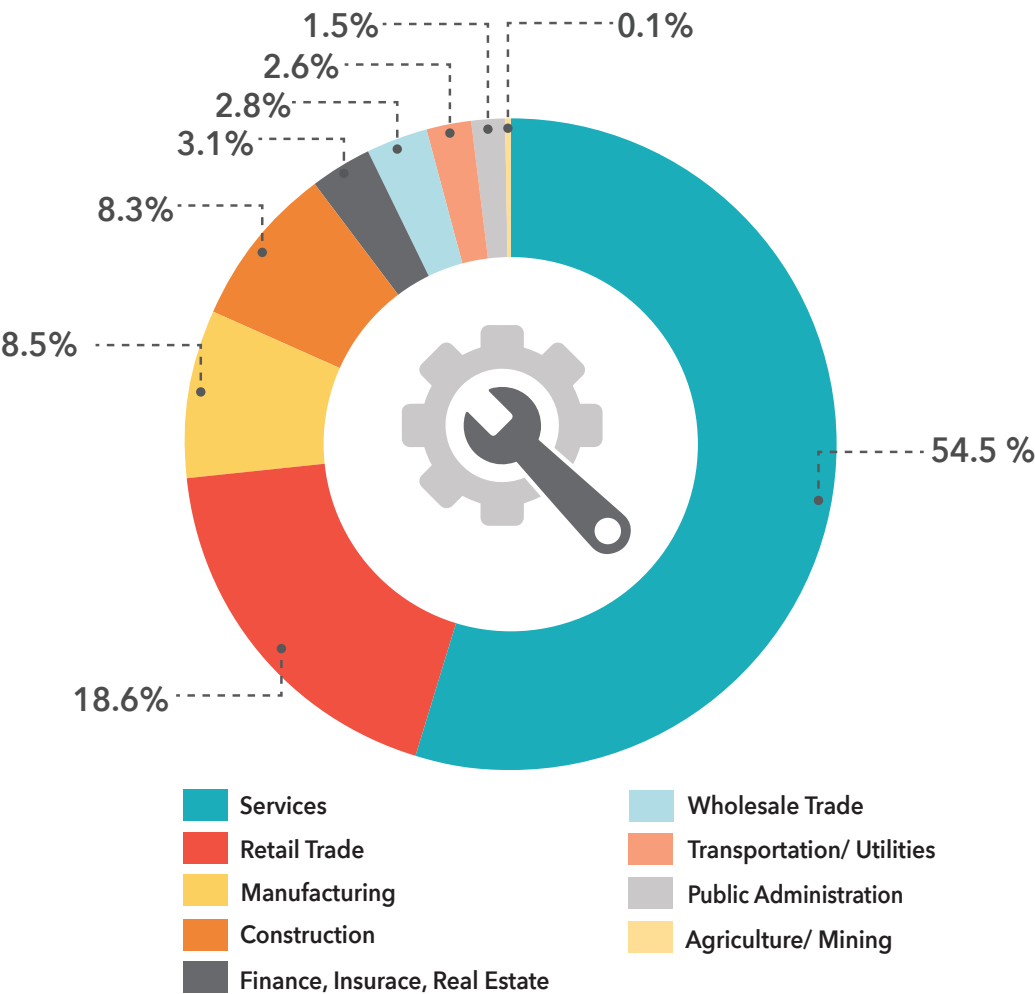
Average Household Size



### Race and Ethnicity

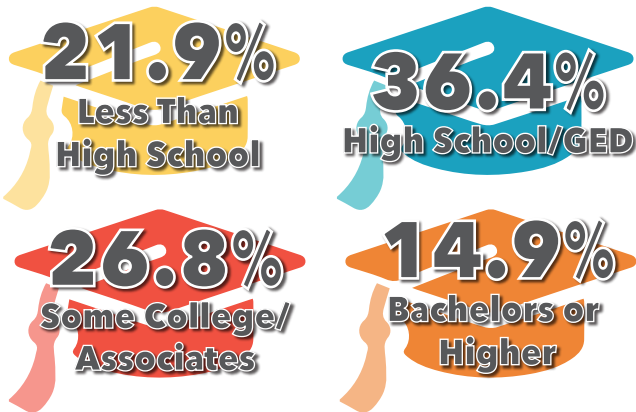


# Employment of Residents by Industry

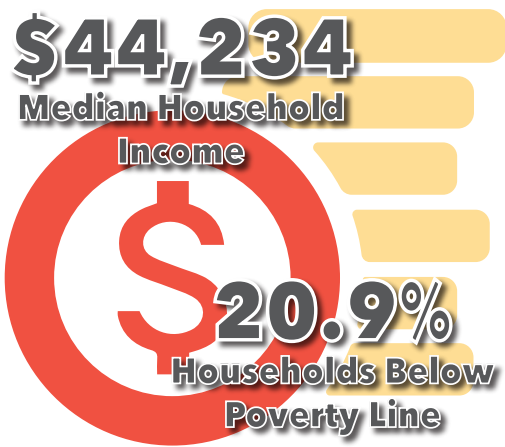


Employment in the field of Information was not reported.

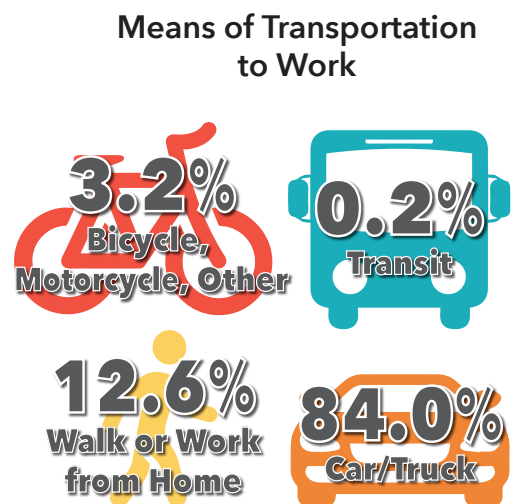
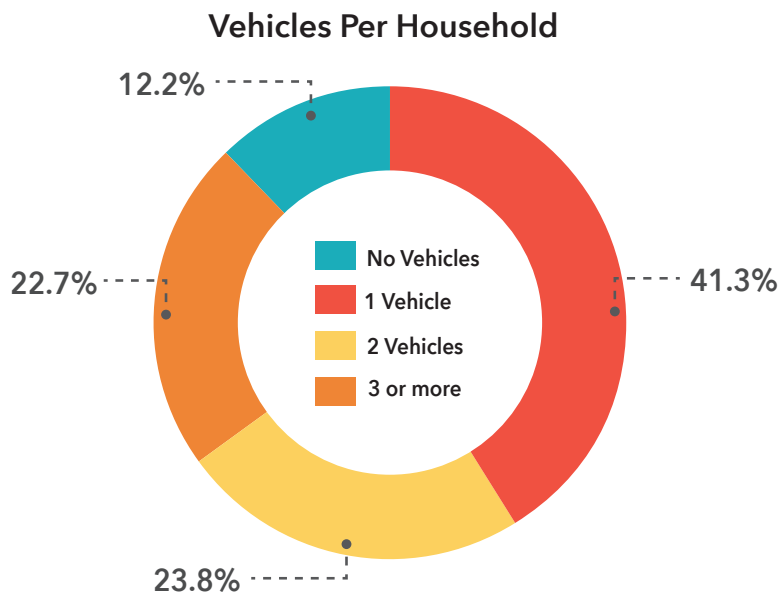
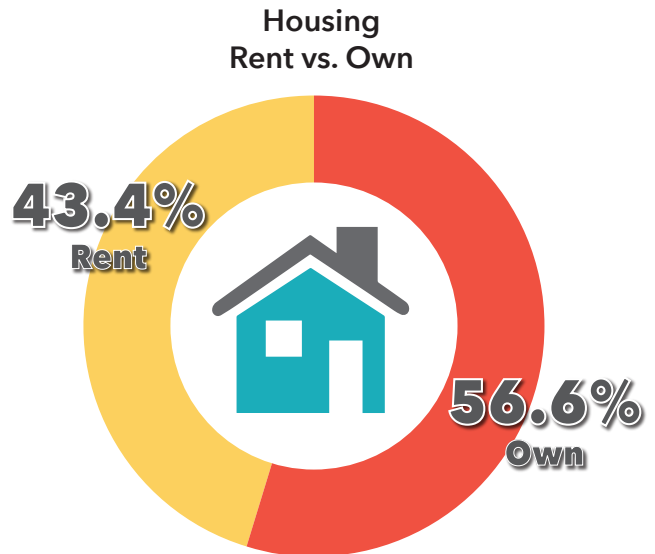
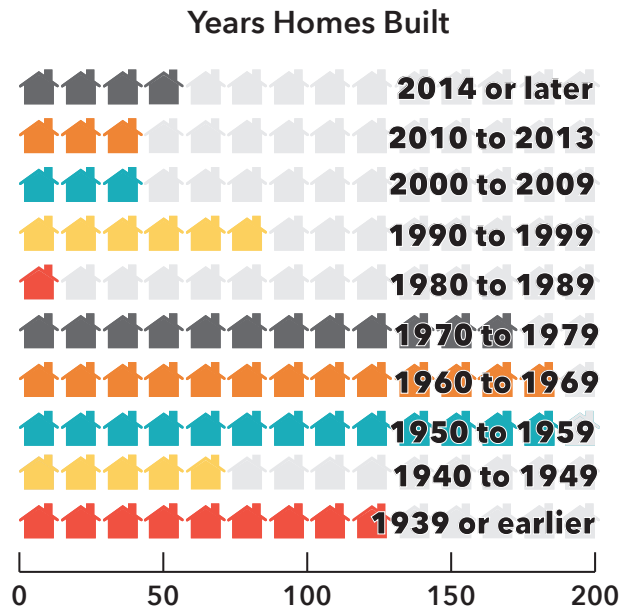
## Educational Attainment



## Financial Characteristics







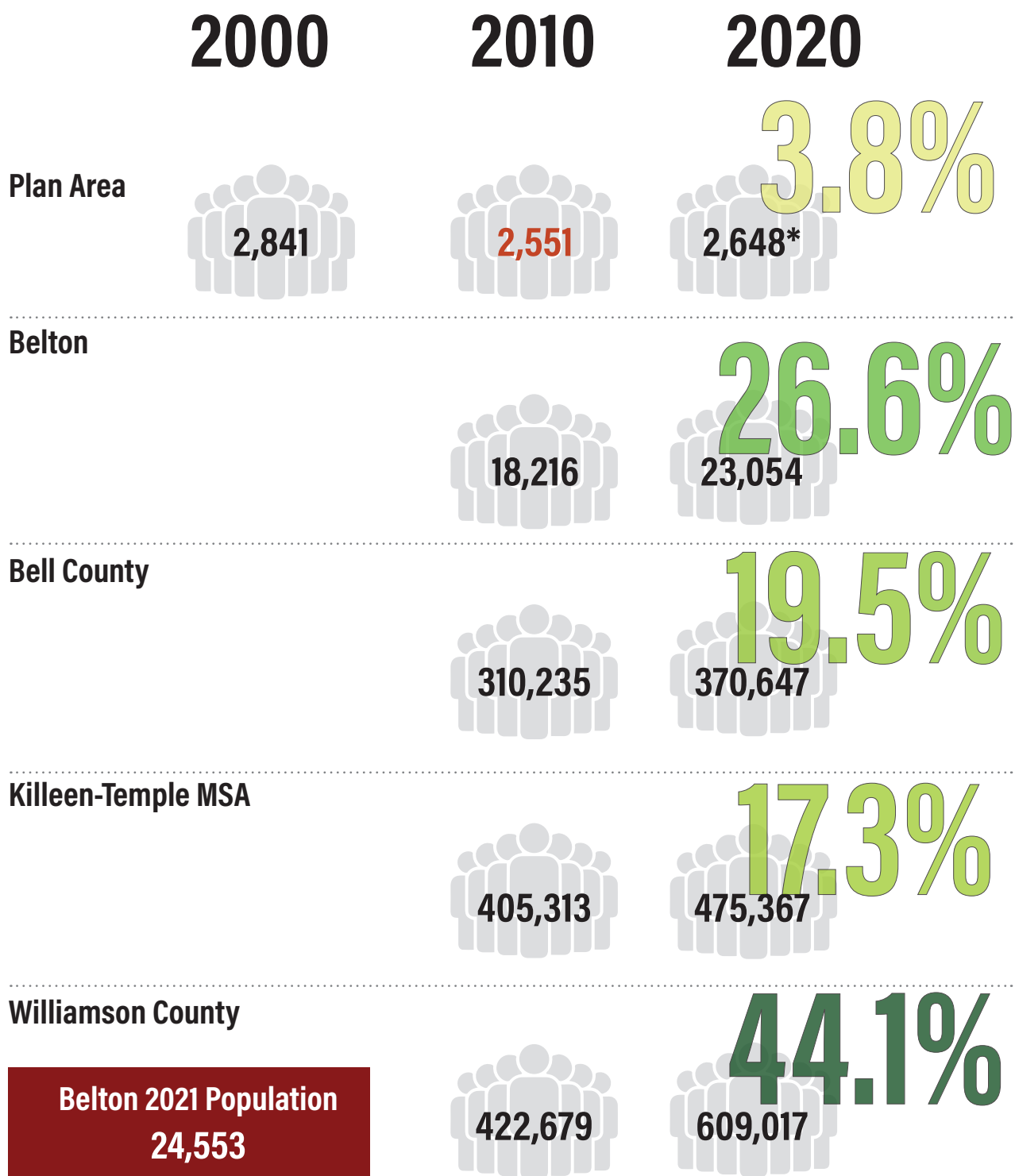
## Demographic Takeaways

The following are a few summary conclusions derived from reviewing the demographics within the plan area:

- Large Hispanic population.
- A significant portion of the population works in services.
- There is a high number of people who walk or work from home.
- Homes in the plan area were predominantly built before the 1980s, and there are few recent builds.

## Regional Growth

The central Texas area has seen a significant amount of growth in the past decade. In comparison to surrounding cities and counties, the Downtown plan area has a lower rate of population growth. While the city of Belton as a whole has a high growth rate, the lack of growth Downtown should be addressed in order to reach its highest social and economic potential.



All population counts are from the US Census Bureau's decennial census

\*2015 2015-2019 ACS Estimate

## Visitor Profile

Esri Tapestry segments provide insight to demographic and socioeconomic composition for similar neighborhoods. These segments identify shared characteristics of the population that correlate with consumer markets. This data can help identify visitors of the plan area. The top 5 tapestry segments are described below.

### 15.1% Middleburg

36.1 Median Age	\$59,800 Median Household Income
Single Family Housing	2.75 People Per Household

#### Key Characteristics

- Education: 65% with a high school diploma or some college
- Unemployment rate lower at 4.7%
- Labor force participation typical of a younger population at 66.7%
- Young couples, many with children

#### Similar Areas Nearby

Plano/Frisco, Tyler, Pasadena/ League City, New Braunfels, San Marcos, Waco



Tapestry Segment Study Area

### 10.3% Comfortable Empty Nesters

48.0 Median Age	\$75,000 Median Household Income
Single Family Housing	2.52 People Per Household

#### Key Characteristics

- Education: 36% college graduates; nearly 68% with some college education
- Low unemployment at 4%
- Average labor force participation at 61%

#### Similar Areas Nearby

Carrollton/ Southlake, Conroe, Longview, Beaumont

### 7.6% Southern Satellites

40.3 Median Age	\$47,800 Median Household Income
Single Family Housing	2.67 People Per Household

#### Key Characteristics

- Education: almost 40% have a high school diploma only, 45% have college education
- Unemployment rate is 6%, slightly higher than the US rate
- Labor force participation rate is 59.1%, slightly lower than the US

#### Similar Areas Nearby

Nacogdoches, Dickinson, La Vernia/ Seguin, Denton

### 10.8% Green Acres

43.9 Median Age	\$76,800 Median Household Income
Single Family Housing	2.70 People Per Household

#### Key Characteristics

- Education: More than 60% are college educated
- Unemployment is low at 3.8%
- Labor force participation rate is high at 66.8%
- An older market, primarily married couples with no children

#### Similar Areas Nearby

Burleson, Beaumont, Clear Lake City, Humble, Tyler

### 8.4% In Style

42.0 Median Age	\$73,000 Median Household Income
Single Family Housing	2.52 People Per Household

#### Key Characteristics

- College educated: 48% are graduates, 77% with some college education
- Low unemployment is at 3.6%
- Higher labor force participation rate is at 67%

#### Similar Areas Nearby

San Antonio, San Marcos, College Station, Houston, Dallas

## Takeaways

- These segment profiles all indicate that family units with children present is common
- Four of the top five segments have a relatively high median household income, suggesting extra spending on dining and entertainment is more readily available
- Secondary education is common among this group

# Existing Conditions and Analysis

This chapter looks into the plan area's physical and environmental conditions and the corresponding opportunities and constraints.



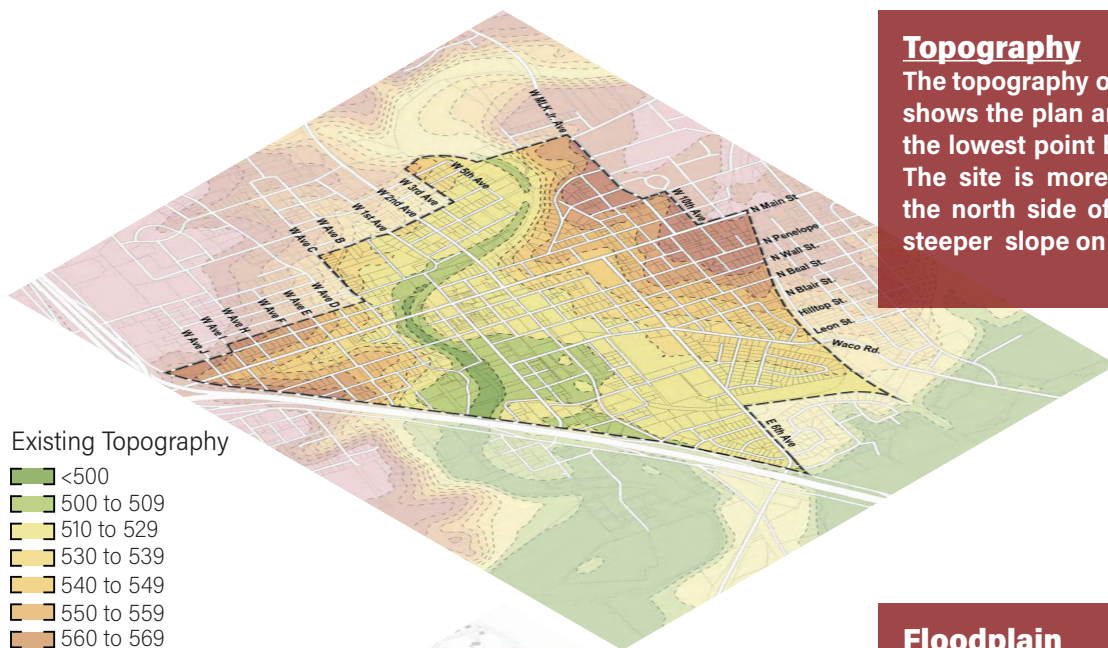
## *Nolan Creek Corridor*

Nolan Creek passes through the heart of Downtown Belton, and acts as an important recreation and amenity space for the city. However, this corridor is also prone to dangerous flood conditions, and creates a major constraint to Downtown development. By analyzing the existing topography, floodplains, and natural space in the plan area,

recommendations can be made to minimize flood hazard and improve the safety for Downtown users, while providing improved open space and increased development. The Nolan Creek Corridor is a unique element to the city of Belton and is loved by residents, businesses, and tourists, and should therefore be a safe accessible space for everyone.



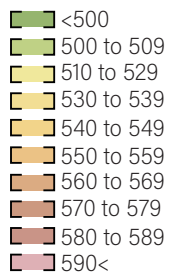




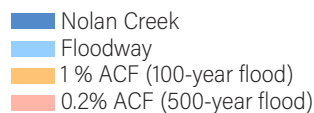
## Topography

The topography of downtown Belton shows the plan area elevations with the lowest point being Nolan Creek. The site is more gently sloped on the north side of the creek, with a steeper slope on the south side.

### Existing Topography



### Flood Hazard

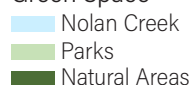


## Floodplain

A significant portion of downtown Belton is located within the 100-year flood zone of Nolan Creek. Many existing roads and buildings are located in this flood zone and are heavily impacted. No areas within Downtown are impacted by the 500-year flood zone.



### Green Space



## Green Space

Most of the park space within Downtown is located along the river. Natural areas follow the bank of the river where land is not developed. Natural areas have denser vegetation that is not currently maintained.

## Nolan Creek Corridor

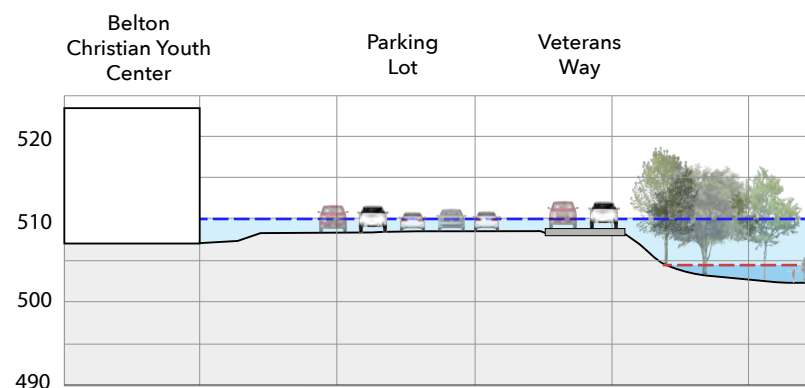
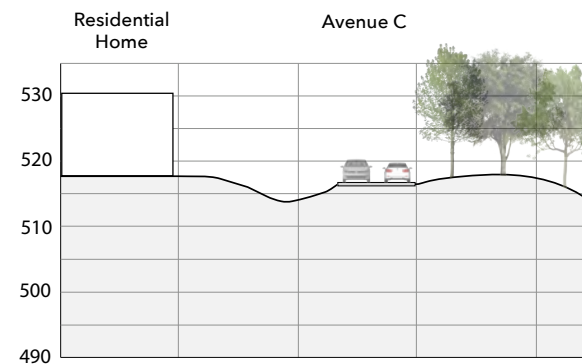
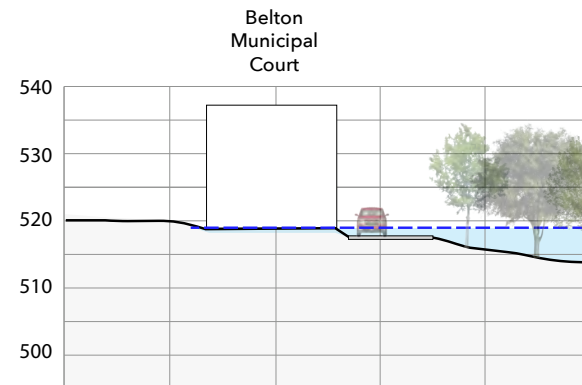
Flooding is a prominent issue throughout the Nolan Creek Corridor and has a significant impact on downtown Belton. Many of the areas along Nolan Creek provide park space and trails for Belton residents and visitors. However, in some locations, the flooding extends into areas with roads and

buildings. This creates a safety hazard and limits development opportunities within Downtown. The following sections study different areas within downtown and how the different flood zones may affect future development.

Nolan Creek Trail near the Belton Municipal Court and Yettie Polk Park provides open space along the creek that is not heavily impacted by flooding. The floodway impacts parkland only, while the 100 year flood further impacts some buildings.

The Landing at Creekside Park and surrounding area near The Gin is a popular space for both visitors and residents of Belton. While this area is mostly impacted by the floodway, parking and The Gin building are directly impacted.

Liberty Park to Central Avenue is one of the highest impacted areas by flooding. Water will regularly cover Central Avenue as well as Flat Street. This can heavily impact development in this key gateway and retail area, making sites inaccessible and causing some inundation.







## Infill Opportunities and Catalyst Sites

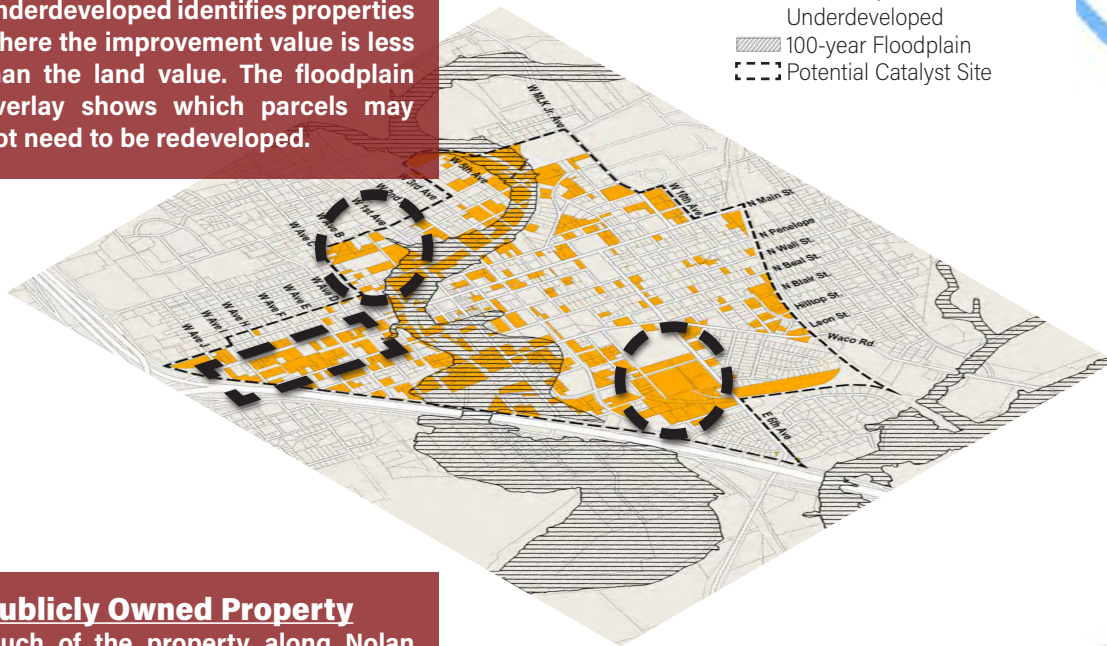
Identifying opportunities for infill and catalyst sites within the plan area can help determine key points of investment in Downtown. Overlaying undeveloped or underdeveloped parcels with the flood plain and publicly owned property shows which areas may be primed for infill. Development in these areas will have the highest impact in positive changes to the built environment at the lowest cost.

### Underdeveloped Parcels

Properties within Downtown are evaluated for development status based on their improved value to land value ratio. Undeveloped or underdeveloped identifies properties where the improvement value is less than the land value. The floodplain overlay shows which parcels may not need to be redeveloped.

#### Property Valuation

- Undeveloped or Underdeveloped
- 100-year Floodplain
- Potential Catalyst Site

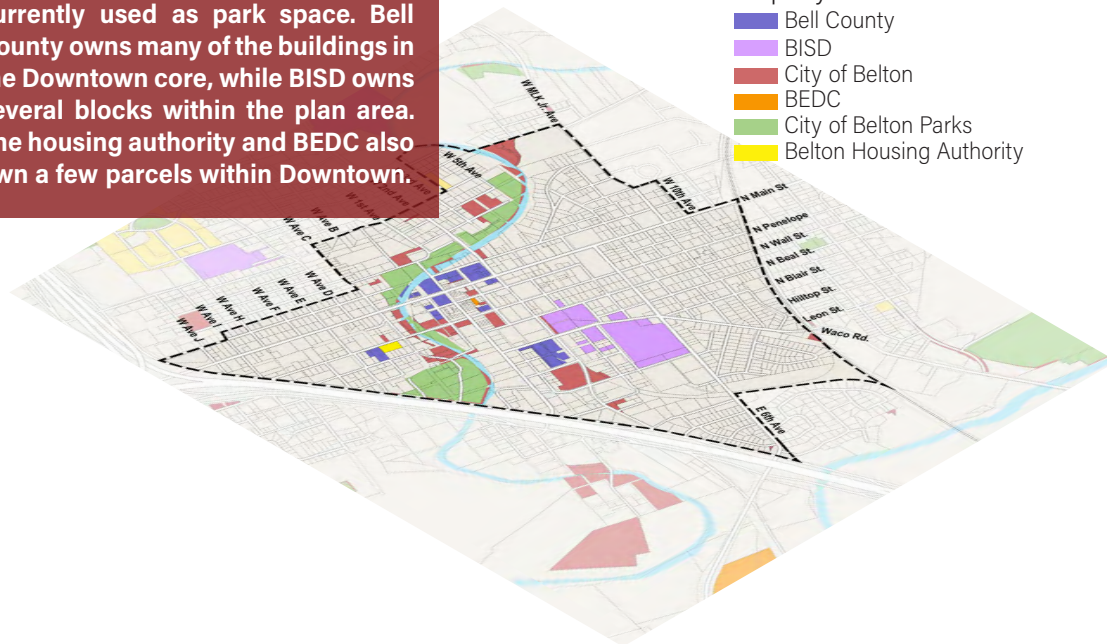


### Publicly Owned Property

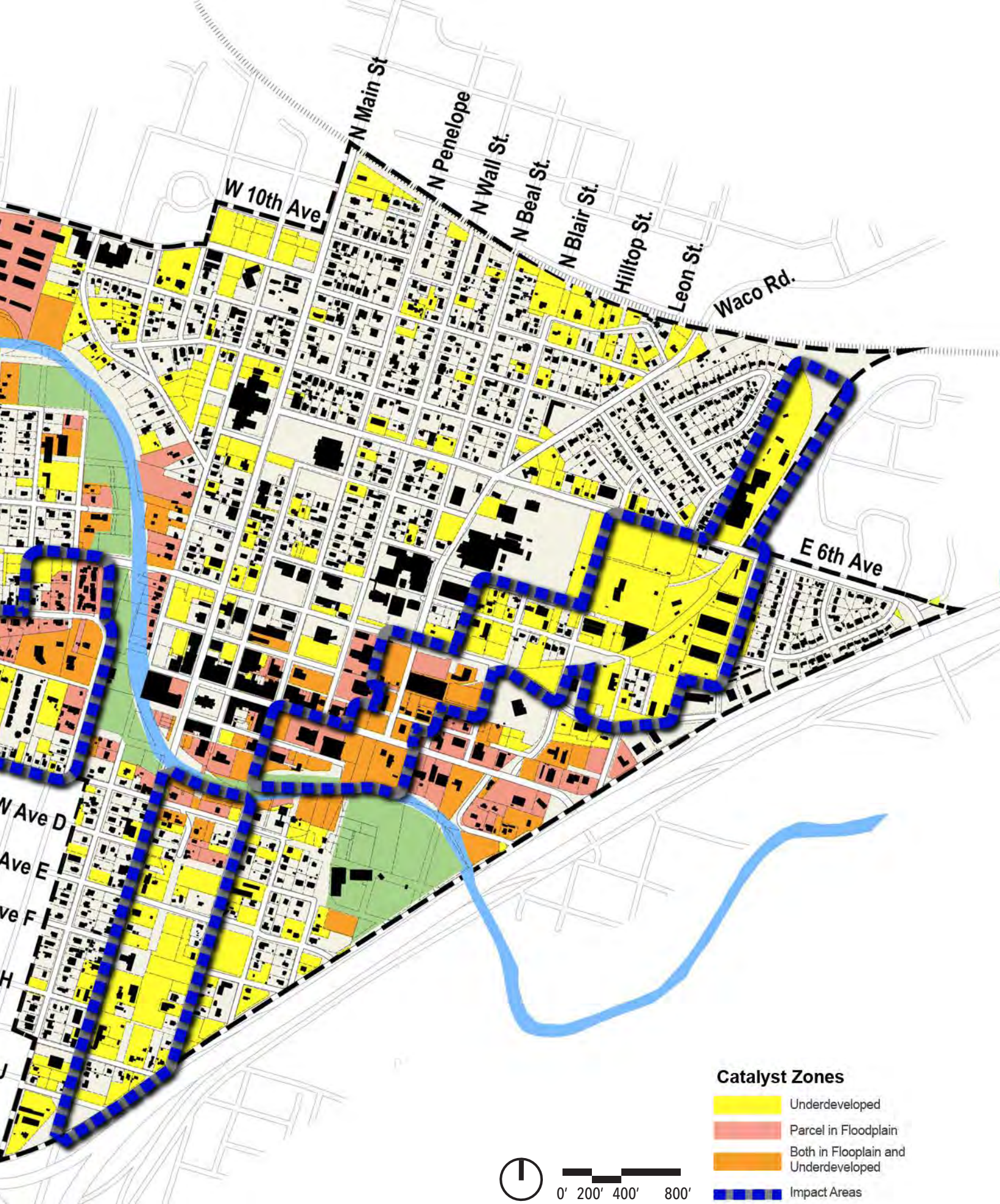
Much of the property along Nolan Creek is owned by the City and is currently used as park space. Bell County owns many of the buildings in the Downtown core, while Bisd owns several blocks within the plan area. The housing authority and BEDC also own a few parcels within Downtown.

#### Property Owners

- Bell County
- BISD
- City of Belton
- BEDC
- City of Belton Parks
- Belton Housing Authority







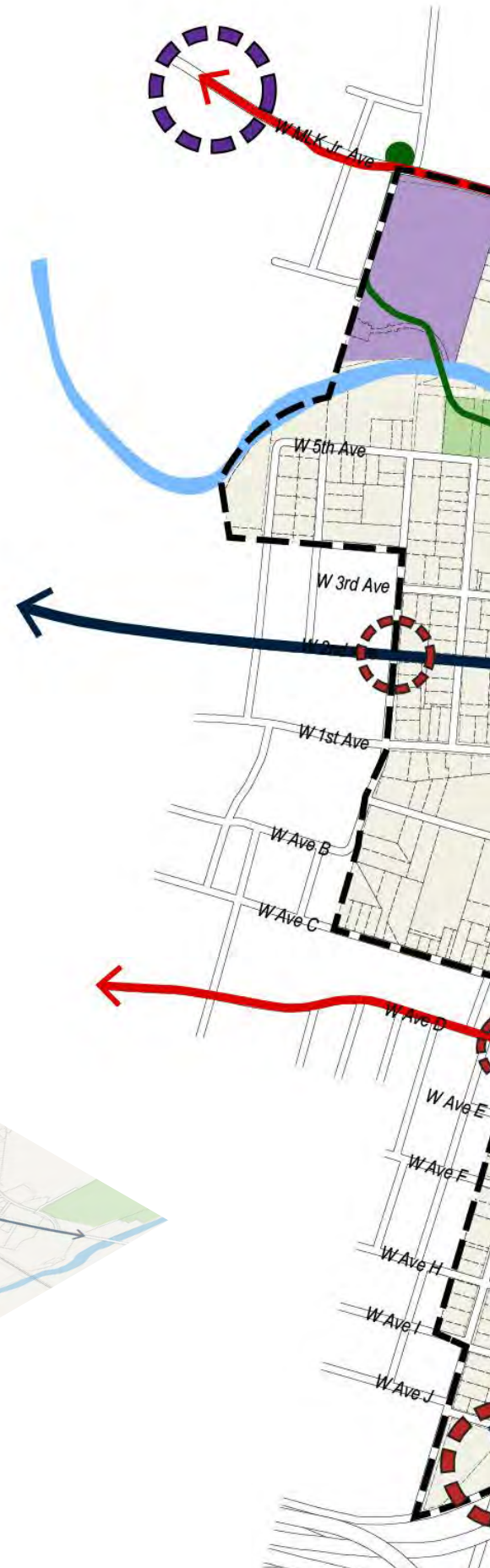


## Gateways and Approaches

This exhibit identifies the key gateways and decision points within the plan area in relation to important Downtown destinations. The parks/ trails system, UMHB, and the downtown core are all points of interest within the plan area, and creating a cohesive and easily accessible network will foster a more walkable and vibrant Downtown.

### Downtown Access

The plan area relies on the major arterials of 6th Avenue, Main Street, Waco Road, and 2nd Avenue to provide the majority of the vehicular access to the Downtown District. A connective trail also follows the south side of the creek and passes through the city parks.









## South Main Street: Existing Use Character

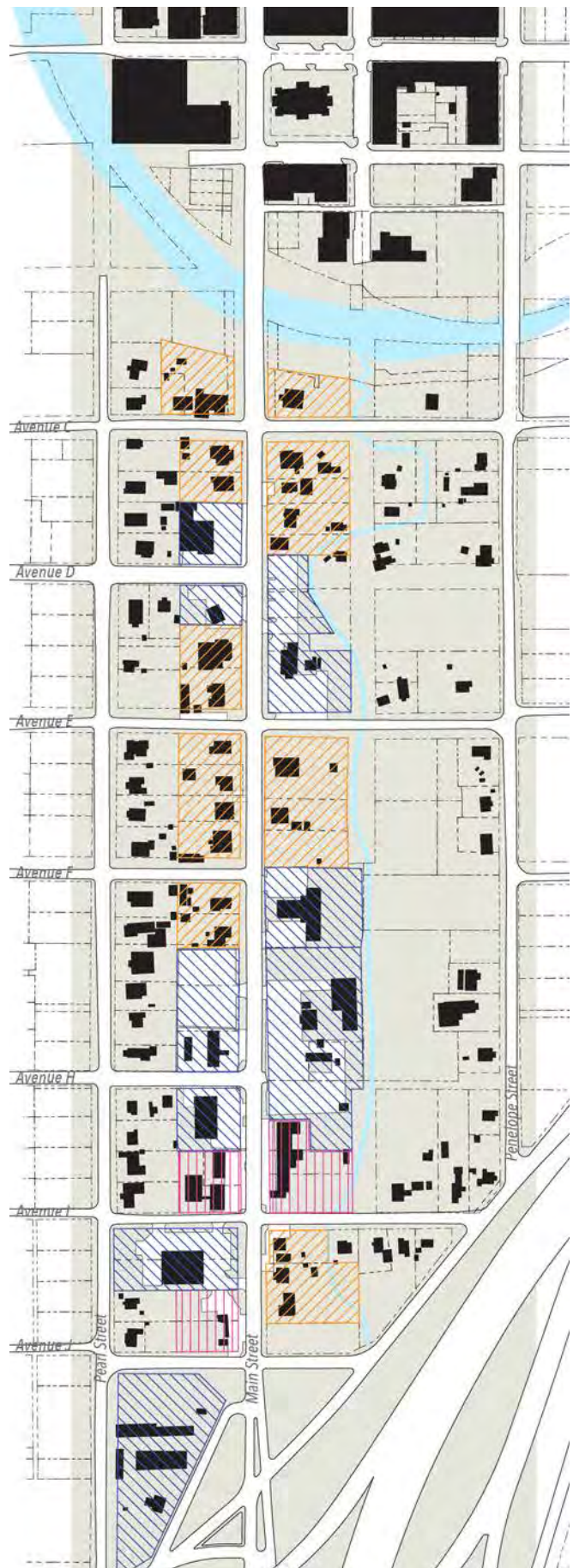
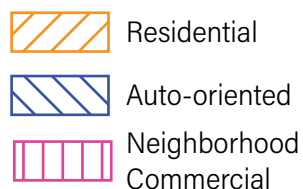
South Main is a commercial corridor that provides important access into downtown Belton. The existing character is largely auto-oriented and residential. As part of the overall composition, there is very little neighborhood commercial along South Main Street.

Residential character highlights the single-family nature of the structure and its corresponding architectural style. When sidewalks are present this development is complimentary to a comfortable pedestrian environment. Vehicle accessibility is limited by preservation of residential front yard.

Auto-oriented character is defined by the site's relationship to catering to vehicle accessibility where parking accounts for a large portion of the property. The pedestrian environment often becomes secondary to vehicle access, limiting the ability for a complementary relationship to surrounding properties.

Neighborhood commercial character are properties where businesses rely on the surrounding area to provide local customers and the additional parking needed to accommodate them. The street environment, specifically the sidewalk realm, is important to connecting businesses to area residents and visitor parking areas.

### Existing Use Character

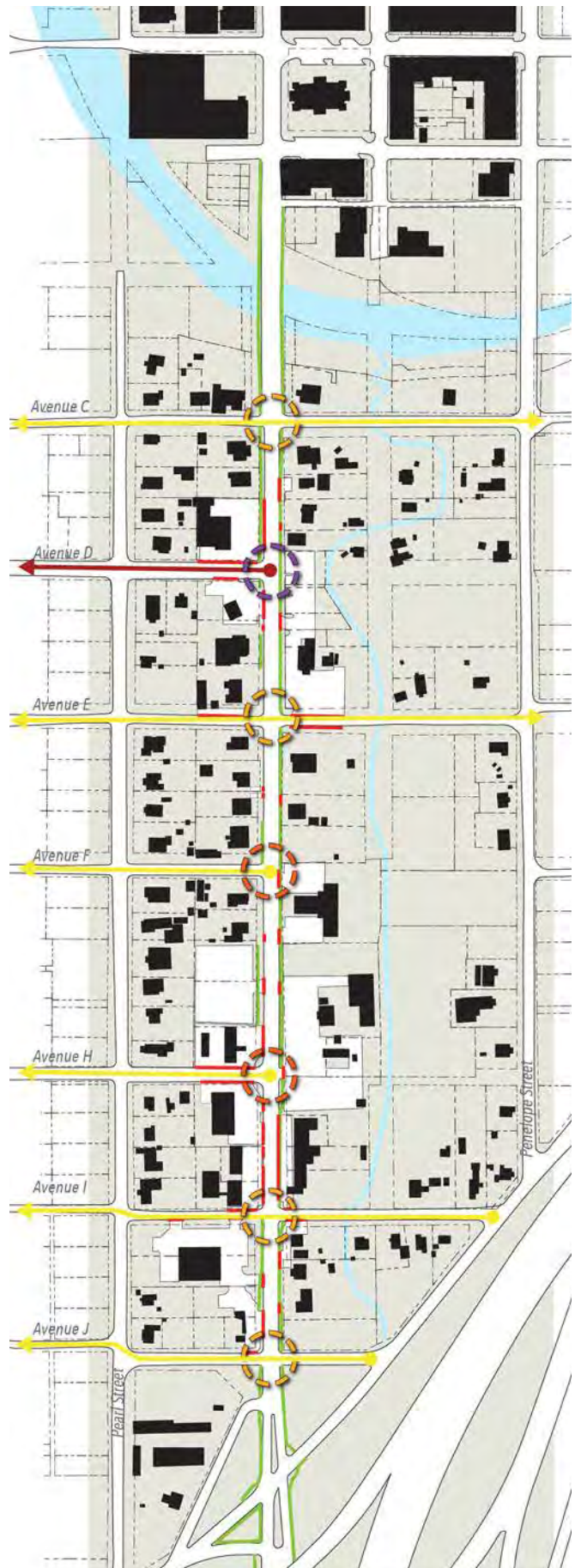
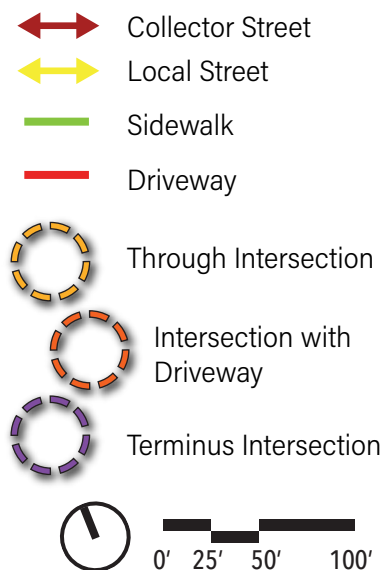


## South Main Street: Street Environment

As one of the major streets into and out of Downtown, South Main Street plays a key role in safety and walkability. It is important to identify interactions between sidewalks, driveways, and travel lanes in order to reduce conflicts between vehicles and pedestrians. Managing these points of conflict can enhance the corridor's aesthetic and functionality.

The sidewalks along South Main are inconsistent in terms of condition and continuity. Curb cuts for driveways interrupt the sidewalk multiple times per block, with varying widths and spacing between each driveway.

### Street Environment





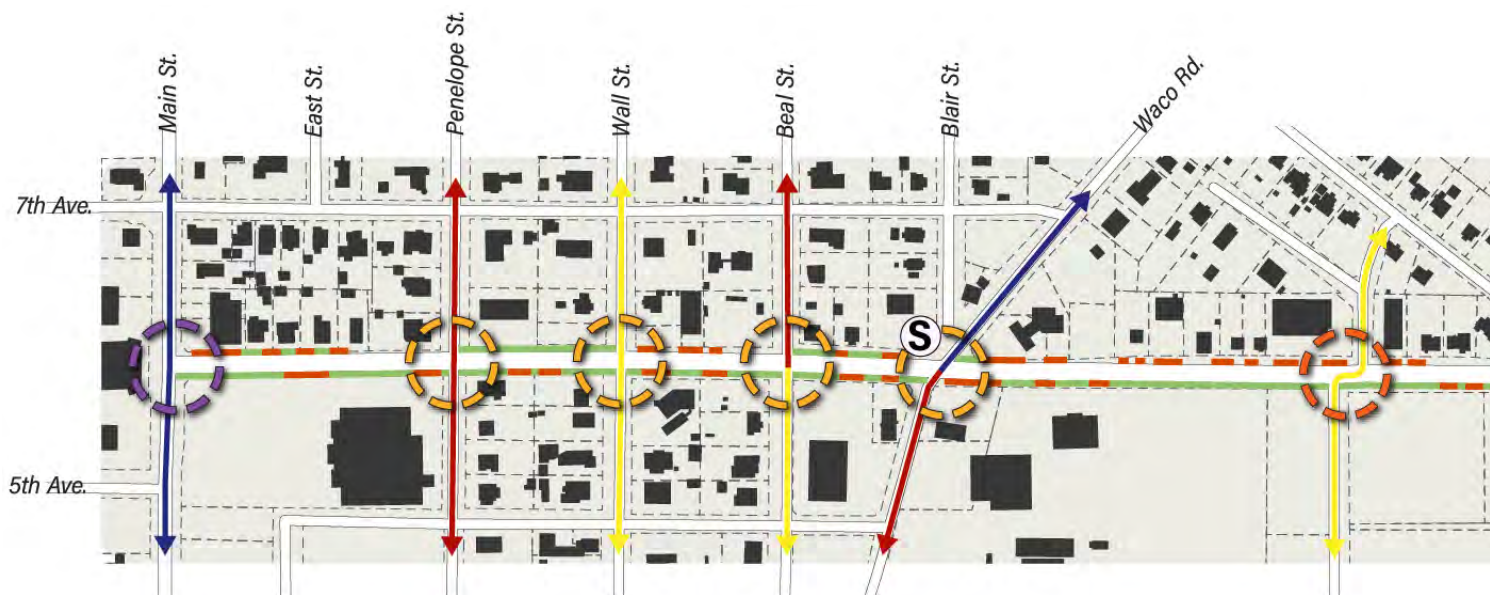
## 6th Street: Existing Use Character

The 6th Street corridor is part of an access route to both UMHB and Downtown. This corridor is one of the major connections between Downtown and I-35. The existing character is largely auto-oriented with some residential. There is very little neighborhood commercial along this corridor.



## 6th Street: Street Environment

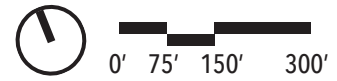
This corridor is characterized by inconsistent sidewalks with a significant number of driveways. There are a large amount of intersections with this street, with widely varying distances between them. With only two stoplights, the walkability and safety of this corridor is low.





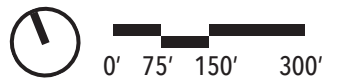
## Existing Use Character

-  Residential
-  Auto-oriented
-  Neighborhood Commercial



## Street Environment

-  Collector Street
-  Local Street
-  Sidewalk
-  Driveway
-  Through Intersection
-  Intersection with Driveway
-  Terminus Intersection





# Takeaways

## Nolan Creek Corridor

- Significant portions of Central Avenue and the businesses along that street are found within floodplain inundation areas. In these areas at grade first floor habitable space may be limited because of flood conditions without floodplain mitigation efforts.
- Businesses and underdeveloped properties adjacent to Nolan Creek have the ability to orient activity back towards the creek corridor.
- Expansive floodplain has resulted in parks and open space along Nolan Creek. Further opportunities exist for expanded public or private programming of open space.



Nolan Creek Corridor

## Infill Opportunities and Catalyst Sites

- There is a considerable amount of underdeveloped property in areas nearby the Downtown core. Some of this includes land controlled by public entities.
- Three areas are identified as high impact areas that provide opportunity to be catalyst sites. These areas are located: along South Main Street, west of Yettie Park and northeast of Downtown.



Northeast Downtown Impact Area

## Gateways and Approaches

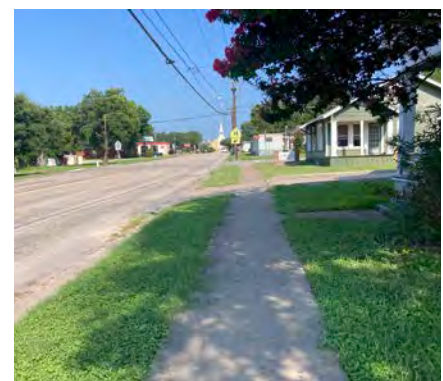
- The intersections of Main Street and 6th Street is a major decision point. The long term function and aesthetic treatment of this intersection can have a lasting impact on residents and visitors experiences.
- Central Avenue and South Main off of I-35 can create a first impression and begin the arrival sequence into Belton. 6th Street off of I-35 is an opportunity for both Belton and UMHB to begin the arrival sequence with signage and monumentation.
- A trail and sidepath along old rail lines provides an opportunity for a north connection from downtown.



6th and Main Intersection

## Existing Character and Street Environment

- The development along South Main is predominately auto oriented, with little commercial that makes strong connection back into the adjoining neighborhoods.
- Pedestrian facilities are inconsistent along South Main, with multiple curb cuts and driveways per block. The street lacks landscape and street trees that would help soften the street environment.
- 6th Street is heavily auto oriented with a small mix of neighborhood scaled commercial.
- Sidewalks along 6th Street are inconsistent, especially on the north side of the street. The street lacks a consistent feel and function that unifies the corridor and contributes to a clear sense of place.

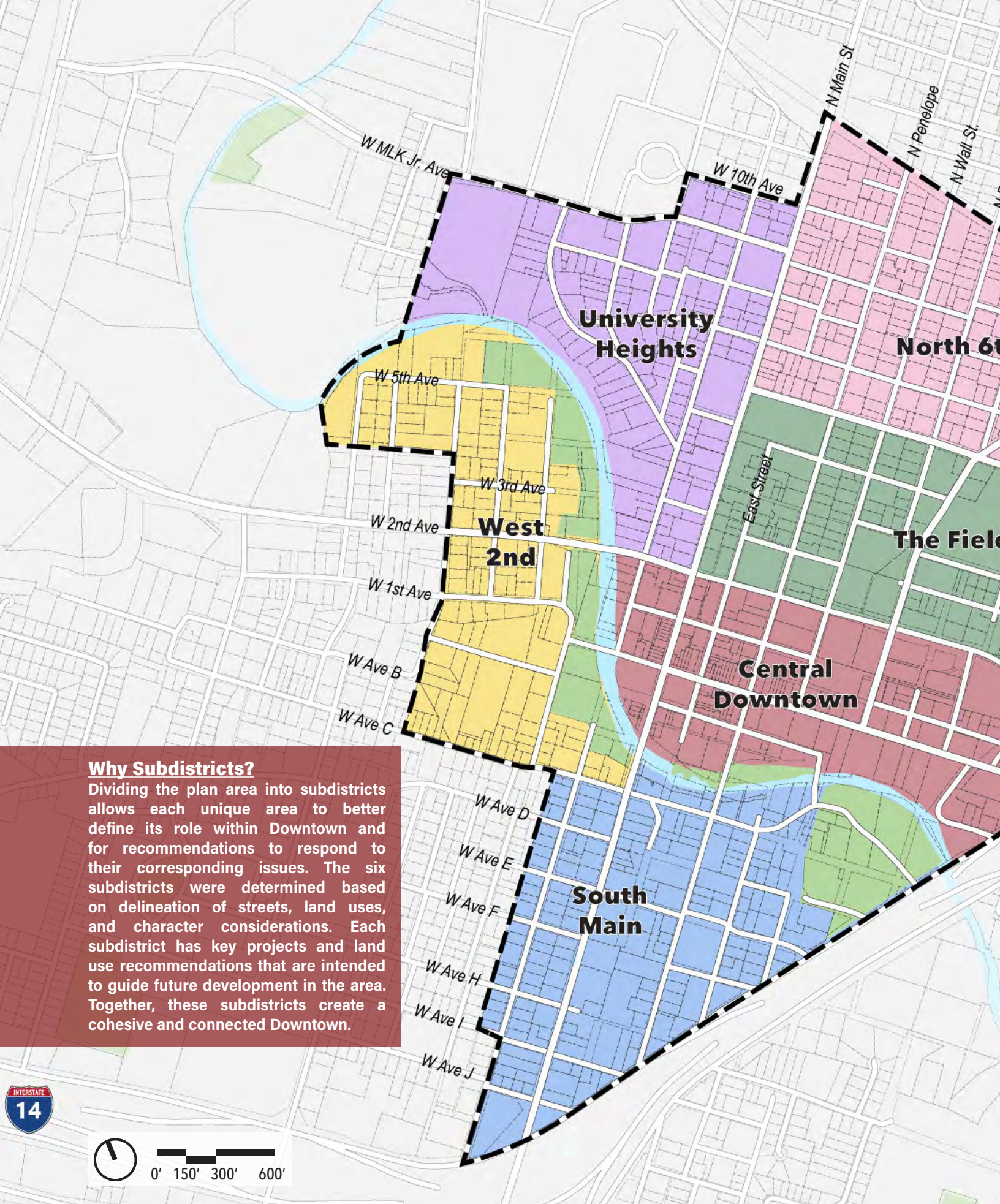


Street Environment along 6th Street

# Vision

This chapter illustrates the potential direction for the plan area 's built environment.

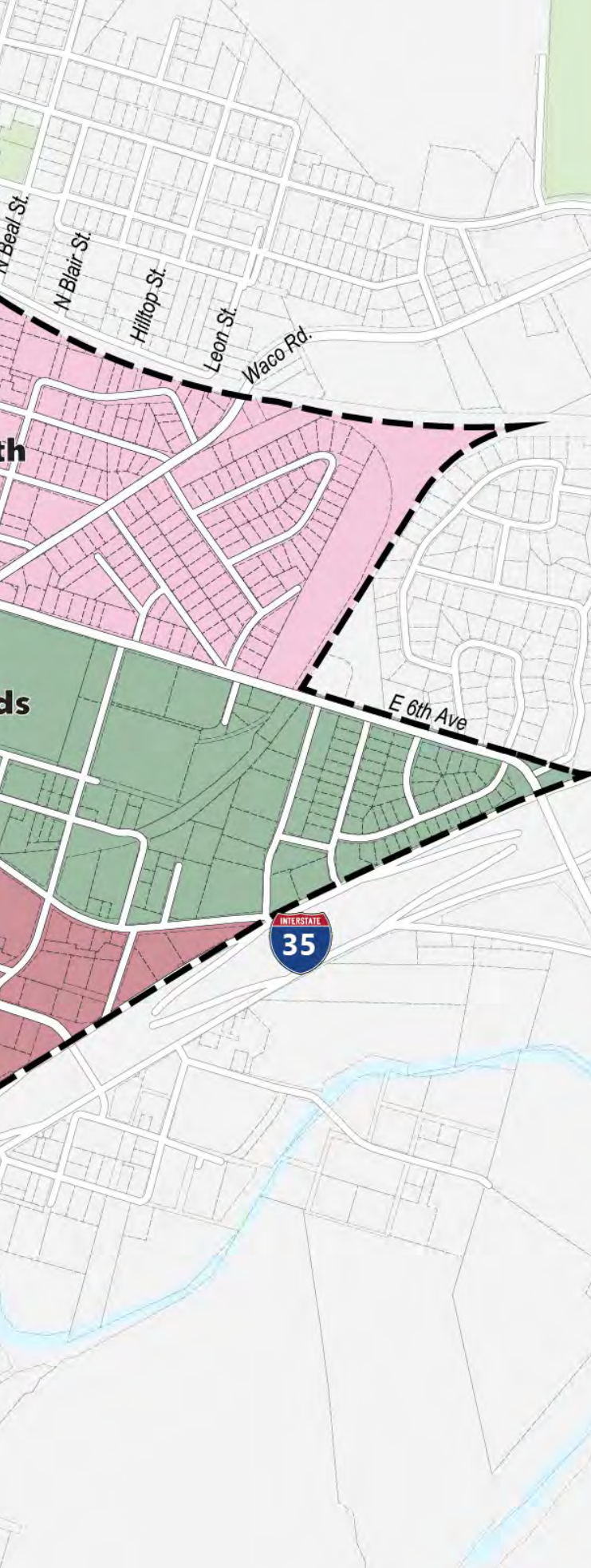




### Why Subdistricts?

Dividing the plan area into subdistricts allows each unique area to better define its role within Downtown and for recommendations to respond to their corresponding issues. The six subdistricts were determined based on delineation of streets, land uses, and character considerations. Each subdistrict has key projects and land use recommendations that are intended to guide future development in the area. Together, these subdistricts create a cohesive and connected Downtown.





## ***Subdistricts***

### **Central Downtown**

Effectively what is the core of Downtown Belton, the Central Downtown subdistrict is what most people think of when referencing Downtown Belton. This area is home to a variety of businesses, government agencies, dining and shopping. The eastern portion of the subdistrict deals with some of the more prominent flooding issues affecting Downtown.

### **South Main**

The South Main subdistrict is the first impression visitors see when arriving into Downtown from the south with access from both I-14 and I-35. The street is predominately commercial, but the sub-categories of uses varies from neighborhood supporting to auto-oriented businesses.

### **The Fields**

The fields subdistrict is just north of Central Downtown and home to a number of Belton ISD properties, churches, businesses and residential homes. There are few large tracts of undeveloped or underdeveloped property that is responsible for the subdistrict's name sake.

### **North 6th**

With the exception of commercial located along the north side of 6th Avenue, the North 6th subdistrict is a largely residential neighborhood. These homes include both stately and historically significant structures, small single-family homes, and a few smaller apartments.

### **West 2nd**

Residential, park space, and public buildings define the West 2nd subdistrict. Nolan Creek and the corresponding Nolan Creek Trail make up the eastern boundary.

### **University Heights**

The University Heights subdistrict is comprised of a significant amount of land that is part of UMHB. The north bank of Nolan Creek has a large bluff spanned with large lot single-family homes.



## Infill and Mitigation

The north bank of Nolan Creek along Central Avenue is a prime location for redevelopment as mixed-use and public space. A boardwalk and amphitheater can be accessed from the Nolan Creek Trail or from Central Avenue. Uses could include professional service, retail, dining and entertainment. Additional stores would be able accommodate office or residential uses. Structured parking that provides both resident, employee and visitor parking would be needed. Below grade parking that can accommodate flood inundation has the potential to address site development limitations.



**The City has the opportunity to leverage existing property to partner nearby properties to increase the development intensity at a prime location within the core of downtown.**



**This proposed development would contribute an additional building with significant architectural interest while improving the adjacent property engagement of Nolan Creek.**







## North Bank Redevelopment and Flood Mitigation

### Central Downtown Subdistrict



## North Bank

The North Bank Redevelopment site provides additional commercial space that is central to the redevelopment of the impacted sites. The resulting development would be a proposed building engaging outward in each direction, while the current development only engages the adjoining parking lots and does not contribute any additional activity or interest to the public realm. The development would create signature outdoor spaces that capitalize on the relationship to Nolan Creek. An amphitheater, outdoor dining, and connection to the existing Nolan Creek Trail are all attractions that benefit local residents as well as attract visitors to the community.



**Performance space and outdoor dining are ways private property adjacent to Nolan Creek can attract visitors to Belton's downtown.**







## **North Bank Business Engagement** Central Downtown Subdistrict



## Main Street

Main Street north of Central Avenue currently exists as a two-way road with a dedicated turn lane. Reducing the width of the paving area along this road will allow for better pedestrian facilities with landscape and lighting, while providing more room for pedestrians along the store fronts. The existing buildings are exceptional attributes to the character of Downtown, but the lack of a comfortable pedestrian environment limits the draw of this portion of the downtown. The addition of street trees and on-street parking will act as elements that soften the impact of vehicles and reassure pedestrians they are welcome in the adjoining sidewalk space.



**Increasing the pedestrian environment will undoubtedly allow businesses and shops along Main Street to attract more customers and in turn the contributions to the City's economic base.**



**Main Street is one of the important routes into downtown Belton. Changes to the street's aesthetic appeal is key to improving the arrival sequence to the downtown.**







## **Main Street Re-envisioned**

### Central Downtown Subdistrict



## Private To Public Back To Private

Unique buildings within Downtown can be enhanced through better engagement of the adjoining street and appealing outdoor spaces. Currently this building is used by Bell County. Their ownership likely helped maintain its existence and kept the building in good condition. This was an admirable decision by public officials, but as available property and lease space are harder to obtain, the opportunity to bring this structure and property back onto the tax rolls.



**Adding properties back onto tax rolls will help support the economic environment needed to support downtown improvements by increasing the overall tax base.**



**Look to maximize the historic structures and their role in creating desirable places to shop or dine within the downtown core.**







**Main Street Cafe**  
Central Downtown Subdistrict



## MKT Depot

The Historic MKT Depot, which is no longer located along a rail line, is a clear remnant of Belton's past. Currently there is a proposed redevelopment that will celebrate history while creating a unique space within the downtown. The addition of a rail car to the site will contribute to the site's story telling and experience development. The commercial space will provide dining opportunities found inside the historic building, within train cars, and potential outside seating. This reinvestment has the opportunity to strengthen a fragmented block and extend the activity from the downtown core further north.



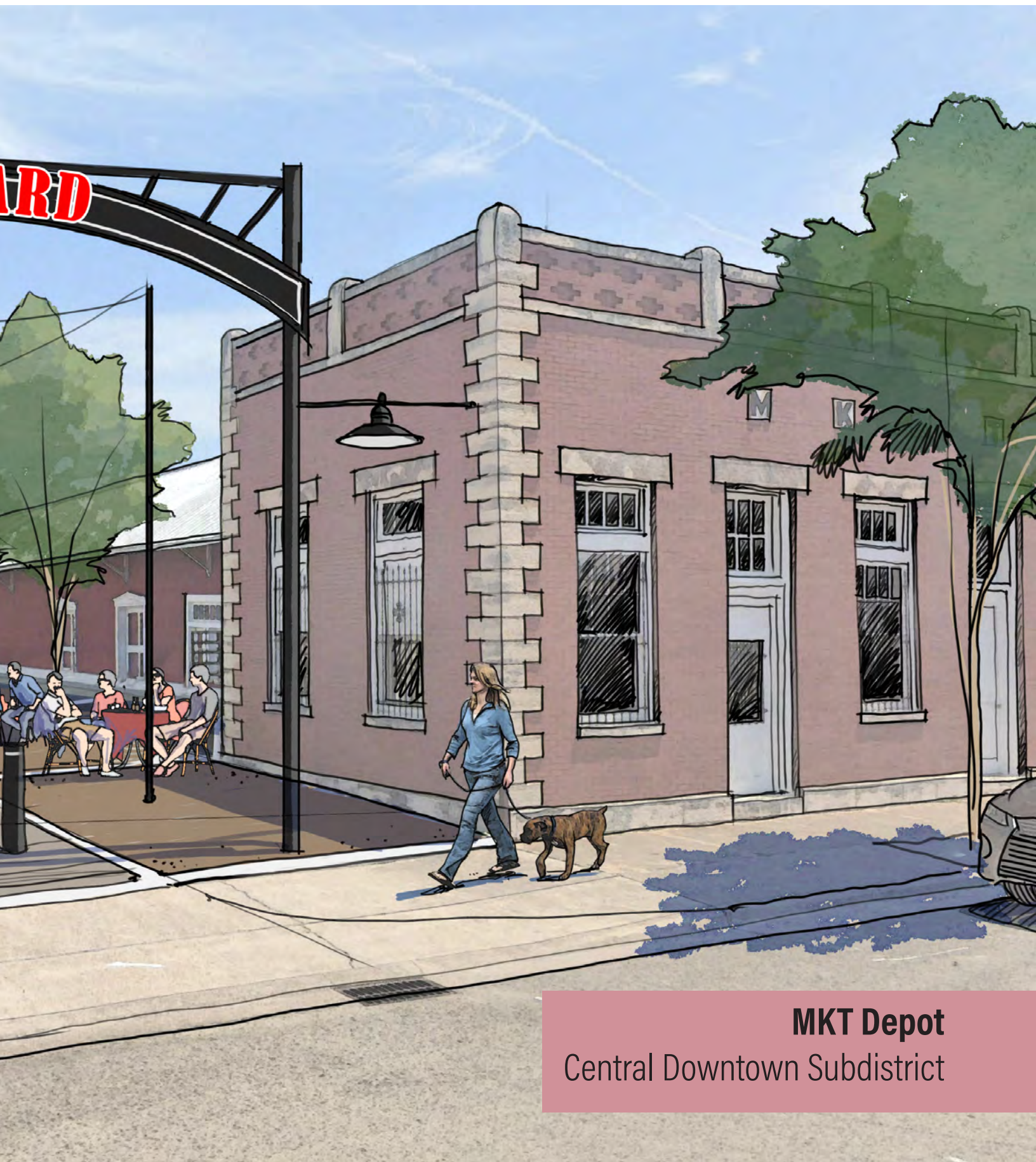
**Finding creative ways to make new space for commercial enterprise is important to expanding the activity levels from the downtown core outwards.**



**Creating unique experiences while better orienting existing buildings for business success strengthens the ties to the unique and historical structures in Belton.**







**MKT Depot**  
Central Downtown Subdistrict



## Hotel Locations

Capturing a hotel within Downtown Belton is important to improving the stay and play experience with the community. Whether its a weekend getaway from Dallas or Austin, or a trip to see children at college, the experiential stay is currently absent. A downtown hotel would accommodate those visitors in close proximity to the best concentration of dining, recreation, arts, and culture. The hotel should be integrated into the environment taking advantage of both the existing pedestrian and trail infrastructure. Locating the hotel next to the trail and close to destinations encourages visitors to choose walking over driving. The locations on the exhibit to the right show potential sites that could be receptive to a hotel. Locating a hotel within Downtown Belton will be no small feat and likely require a public-partnership to address the complexities surrounding such an undertaking.



Locating a hotel within the downtown is a key to supporting the business community and UMHB. Visitors will be able to spend more time and money with convenient accommodations within the downtown.

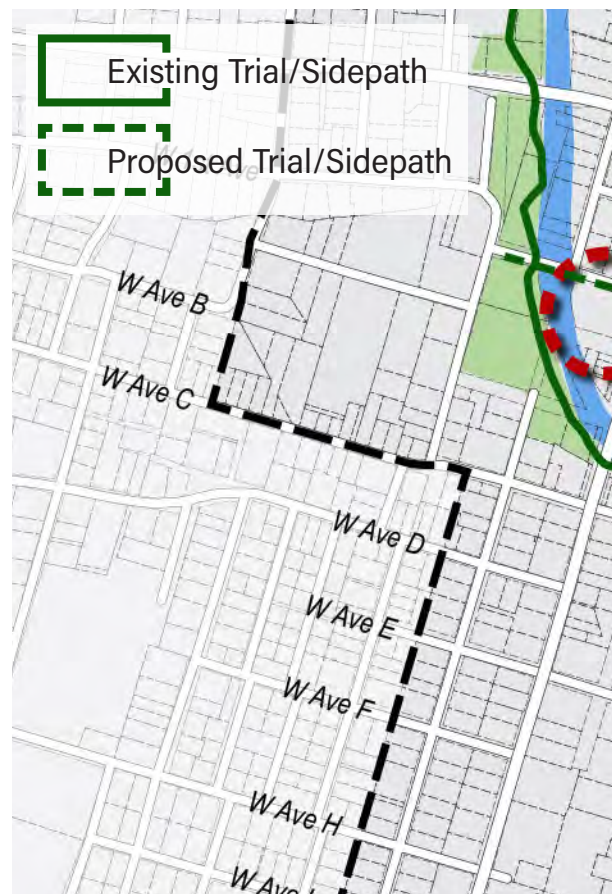


A hotel should be located along an existing or proposed trail or sidepath. This allows for hotel visitors to experience downtown on foot providing more exposure to downtown businesses.



A hotel location located along Nolan Creek would allow for improved views and the downtown building or the riparian setting of the creek.

### 1. Belton County Jail



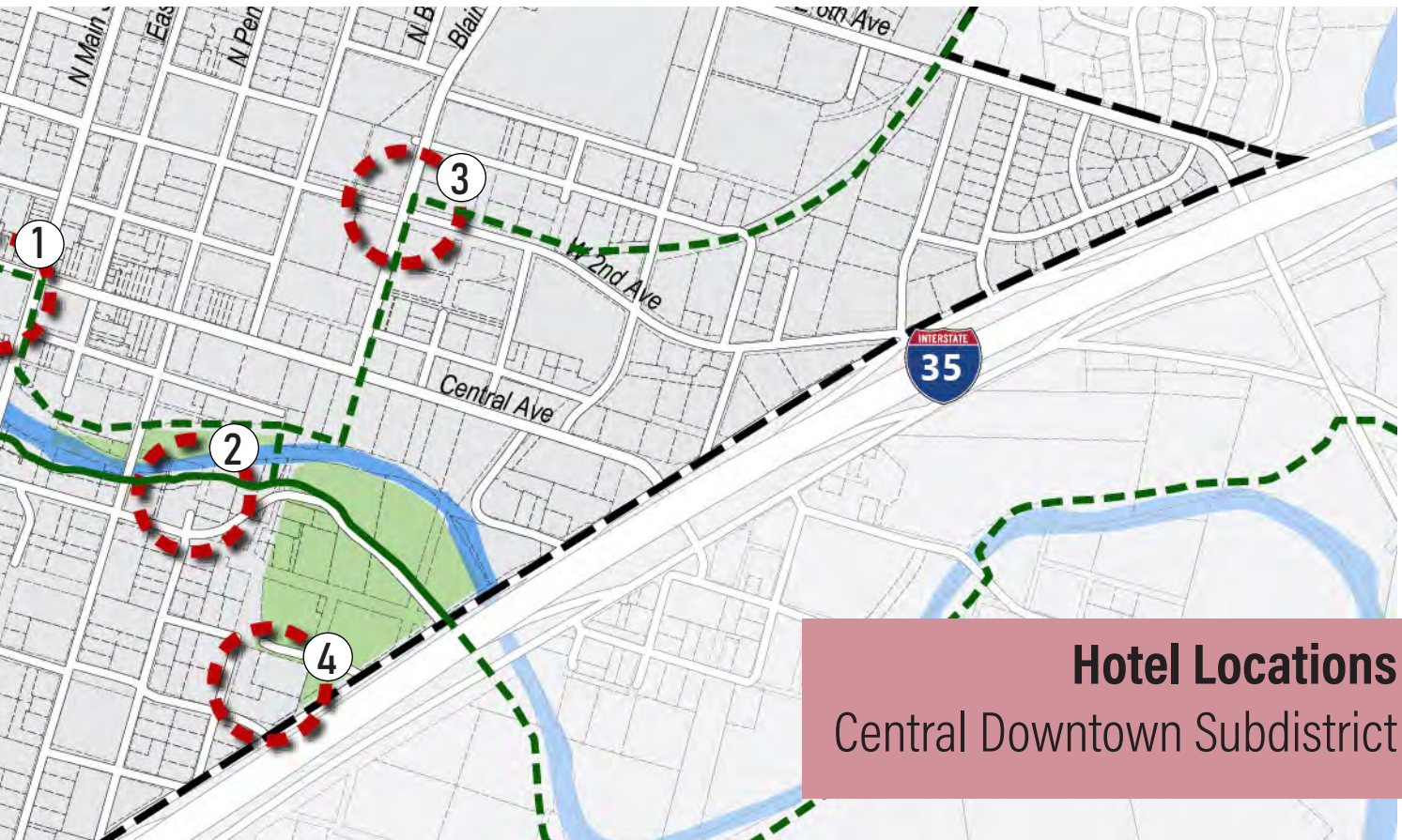
### 2. Nolan Creek At Penelope







### 3. 2nd and Blair



## Hotel Locations

### Central Downtown Subdistrict



### 4. Liberty Park Overlook





## 6th Street Infill/Redevelopment

The 6th Street corridor is a key arrival sequence for both Downtown Belton and UMHB. The corridor is the first impression for many visitors to the community experience. As such it is important for the corridor to make a statement about Belton upon entering the street and along its length of travel.



Close proximity to I-35 and key route to UMHB should make 6th Street an ideal location to establish causal dining and chain retail.



Development regulations should reflect higher design aesthetic and provide confidence that investment along the corridor will only improve moving forward.



Utilize UMHB as a key destination at the end of corridor. Utilize them as a partner to encourage outside investment that promotes the experiences and activity levels associated with a college town.



## Challenges

- Majority of corridor lacks appeal to visitors
- Overhead utilities and parking lots dominate existing development
- Limited dining and retail establishments

AFTER



BEFORE



## Solutions

- Encourage infill
- Streetscape and buildings with architectural interest should soften current harshness of corridor
- Signage and community branding material should be prevalent along corridor

### 6th Street The Fields Subdistrict





## Infill Development

The Fields subdistrict provides the unique opportunity for infill development. Creating increased housing choice will encourage more people to live in the downtown. Housing choices may include mixed-use apartments, urban apartments, live-work units, townhomes, and attached single-family units. A trail follows the south side of the development to improve walkability to the new housing units.



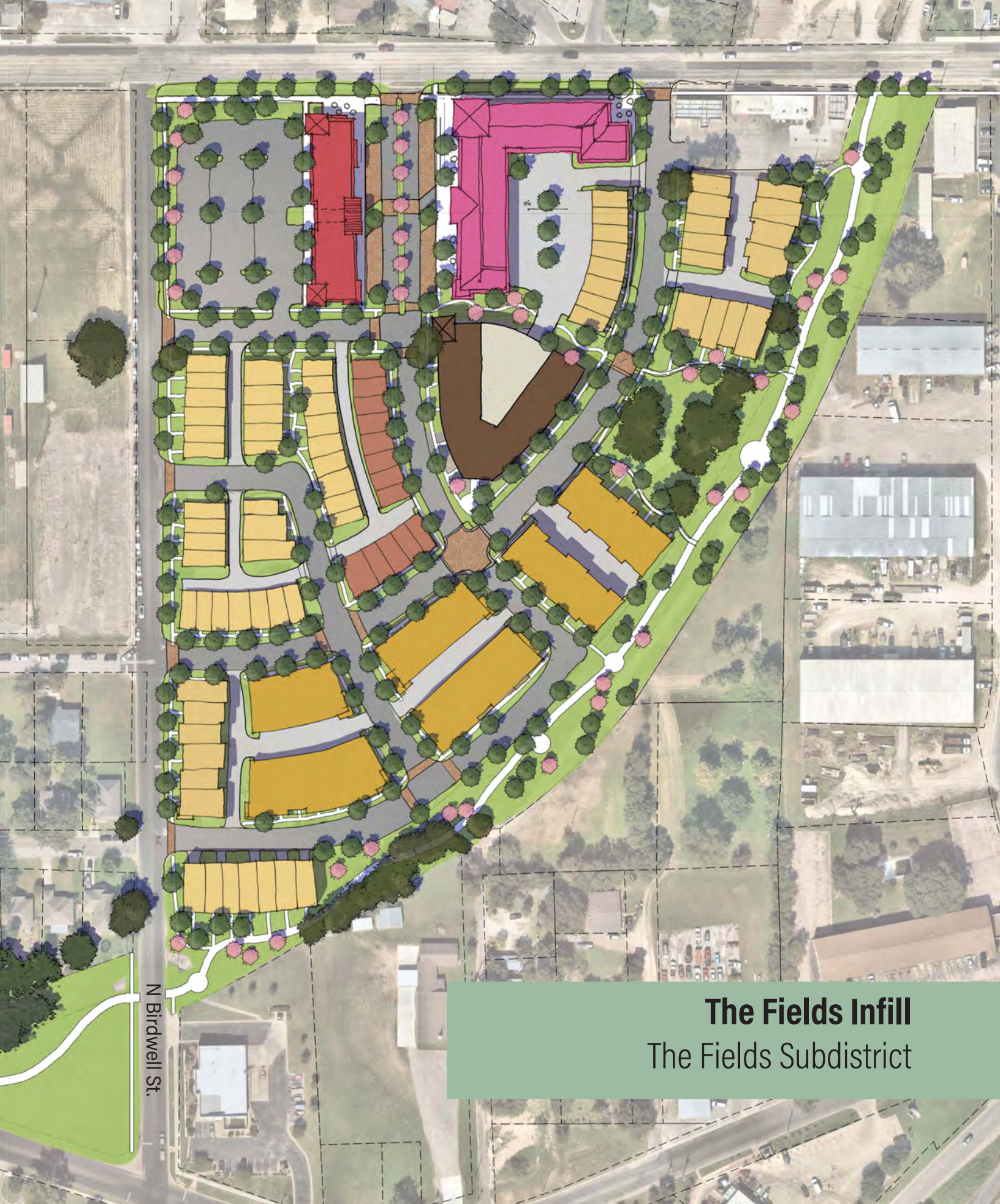
**Housing is a key addition needed to add vibrancy that supports the downtown business community and expands the economic base to help with infrastructure investments.**



**Support development along trail corridors as to capitalize on the initial investment and promote alternative modes of connectivity within downtown.**







N Birdwell St.

## The Fields Infill

### The Fields Subdistrict



# Housing Types and Housing Choice

Meeting the variety in demand and needs for housing results in a more complete and desirable community. Identifying and implementing land use controls that account for housing choice should be done in regards to the community context. Areas near destination nodes are better suited for accepting more units per acre when appropriate as they contribute to increased activity. This relationship can create an improved sense of place for area retail, dining, and services. Additionally, an increased number of residents that are within walking distance reduces parking demand on a per capita visitor basis for area businesses.



**Townhouse**

## Housing Type Roles:

- Encourages home ownership in plan area
- Allows for individual yard space
- Contributes to a sense of community and consistency provided by single-family housing.

Lot Character	Minimum	Maximum
Area	1,920'	4,000 sq. ft.
Width	24'	40'
Depth	80'	100'
Front Yard Setback	10'	15'
Lot Coverage	-	85%
Structure Height	2 Stories	4 Stories



**Live-work**

## Housing Type Roles:

- Encourages both entrepreneurship and home ownership
- Street engagement is a critical component for business interface
- Provides transition between commercial and residential uses

Lot Character	Minimum	Maximum
Area	3,000 sq. ft.	5,000 sq. ft.
Width	30'	50'
Depth	90'	100'
Front Yard Setback	10'	20'
Lot Coverage	-	85%
Structure Height	2 Stories	4 Stories



**Multiplex/Stacked housing**

## Housing Type Roles:

- May provide home ownership opportunities
- Housing with little maintenance needs
- Housing type that is neighborhood scaled and human scaled, while allowing for increased overall units.

Lot Character	Minimum	Maximum
Width	100'	160'
Depth	80'	100'
Units per Acre	8	12
Front Yard Setback	10'	15'
Lot Coverage	-	75%
Structure Height	2 Stories	4 Stories



**Urban Apartment**

## Housing Type Role:

- Contributes to increased rooftops needed for neighborhood services
- Efficient way to increase housing options near activity and employment centers
- Housing type for new arrivals to the community

Lot Character	Minimum	Maximum
Units per Acre	10	20
Front Yard Setback	15'	25'
Lot Coverage	-	90%
Structure Height	3 Stories	5 Stories



**Mixed-use apartment**

## Housing Type Role:

- Housing for individuals wanting more urban lifestyle
- Promotes increased activity with symbiotic relationship between housing, dining, retail, and services

Lot Character	Minimum	Maximum
Units per Acre	20	40
Front Yard Setback	0	15'
Lot Coverage	-	90%
Structure Height	3 Stories	5 Stories

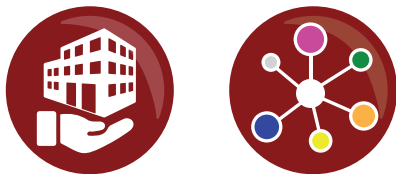
## Land Use Directives

Investors, businesses, and existing property owners appreciate the certainty afforded by planning. There is a willingness to take the entrepreneurial risk on new development and redevelopment undertakings when the project is supported by a clearly laid out vision. Additionally, protection from a future threat that could compromise the success of the business or livability of a residence is equally important to assuage the hesitancy to commit to a choice. The following land use directives help set the table for infill and redevelopment, with a focus on the regulatory decision making process.

### Prominent Street Engagement.

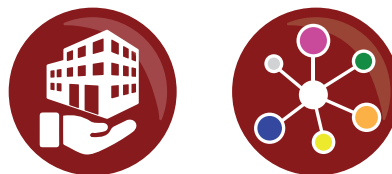
The downtown should be a street focused environment finding balance between aesthetic appearance, pedestrian scale, and automotive accessibility. The street should not be an afterthought, but instead at the forefront of the conversation of site design. Buildings should set the backdrop, with parking meeting demands while removed from visual focus.

#### Goals Addressed



provide the base customers that allow shopping and dining establishments to thrive throughout the course of a day.

#### Goals Addressed



### Maximize Public Investment

One of the most important things a City should do is make sure they maximize on the investments they have made. This includes promoting highest and best use near public open space. People are willing to live in smaller units and pay a higher portion of their income to be adjacent to park land and activity nodes. This may require the City to have a minimum unit count and maximum lot sizes to fully realize the economic impacts. Additionally, the City can then achieve benefits from economies of scale and fuller utilization of resources.

#### Goals Addressed



### Flexible.

Flexibility is important in allowing for innovation and encouraging experiential environments. This however is not a carte blanc for development to take any form. Instead, its about meeting the intent of the regulatory guidance and desired sense of place, without compromising or negatively impacting function and appeal of the built environment.

#### Goals Addressed



### Mix of Uses

Promoting a mix of uses, both vertically and across a site, is the solution to a problem most people didn't know existed. Different uses can balance out an area to provide the infrastructure, workforce, patrons, and activity support needed for a vibrant downtown. As an example, downtown residents and office workers

### Context Sensitive

A key to allow for flexibility is to ensure that the proposed development considers the surrounding context. Often time this requires development to be incremental, transitioning between use intensities or providing buffering to lessen impact. More often than not, addressing concerns for content sensitivity is about responding to the site as opposed to forcing a one size fits all solution.

#### Goals Addressed





## 6th Street Gateway

As one of the main gateways into Downtown Belton, 6th Street serves as an important entrance into the plan area and should have a prominent gateway element. This will help residents and visitors know when they have arrived in Downtown, and create a strong sense of arrival.

## Challenges

- First impression is underwhelming
- Existing directional signage scale too small



As a key decision and entry point into Belton, community monumentation needs to reflect the scale of importance and make an impact to the arrival sequence.



UMHB will be the main reason for the visitors trip, opportunity to partner with them on showcases Belton and its downtown.



AFTER



BEFORE





## Solutions

- Iconic monumentation that announces arrival to Belton
- Opportunity to increase exposure of UMHB





## South Main Redevelopment

The South Main subdistrict provides a unique opportunity for redevelopment and infill within the plan area. A combination of mixed-use, apartments, townhomes, and single-family attached houses will expand the housing choice within Downtown and increase density. A connective trail runs through the development, improving walkability

and access to Downtown, as well as providing additional park/ open space for the new residential units. New housing units should engage the street, with parking provided through alley access and off-street parking to minimize traffic congestion and clutter.







## South Main Redevelopment

### South Main Subdistrict





## Avenue C Overlook

The redevelopment of this area along South Main Street will provide a significant amount of new housing units for those wanting to live close to Downtown. Additionally, a new trail has the opportunity to provide meaningful contributions to alternative means of connectivity. The development's proximity to the Nolan Creek Trail and its adjoining park land allow for new development to consider encouraging more overall housing units, as significant open space and recreation opportunities provide a higher capacity for residents that would otherwise not be possible.



**Opportunity to increase housing choice in adjacent downtown neighborhoods. Increased housing units can add additional customers and workforce for downtown businesses.**



**Utilize Nolan Creek as a means to support residential investment, as it provides recreation opportunities that are unique and impactful on quality of life.**







**Avenue C Overlook**  
South Main Subdistrict



## South Main Improvements

The overall aesthetic and safety of South Main can be greatly improved by the addition of sidewalks, landscape, lighting, and crosswalks. Additionally, closing driveways in key locations can help the continuity of sidewalks and streetscape, as well as reduce vehicle and pedestrian conflict points. The corridor's auto-oriented nature reduces its aesthetic appeal and compromises the arrival sequence into downtown. Re-orienting businesses to engage the surrounding neighborhood will help provide the customer base that will help these businesses thrive. However, this means that investment and redevelopment in surrounding residential development will also be key to the long term success of the South Main Corridor.



It is important to encourage business that caters to the surrounding community to address the corridor's limited ability to accommodate auto-oriented development.



South Main Street is a corridor that can improve its appeal through investment in the streetscape and in turn improve one of the key arrival sequences into downtown.



## Challenges

- Auto-oriented nature of corridor limits opportunity for streetscape improvements
- Narrow R.O.W. constrains on-street parking opportunity
- Some building architecture is absent aesthetic character





## Solutions

- Consolidate driveways and use cross streets to provide parking or access large parking lots in rear of property
- Maximize streetscape plantings where allowed
- Develop strategy to minimize overhead utility impact, uses of smaller ornamental trees is one proven method
- Encourage human scale addition to soften buildings along corridor, such as outdoor seating

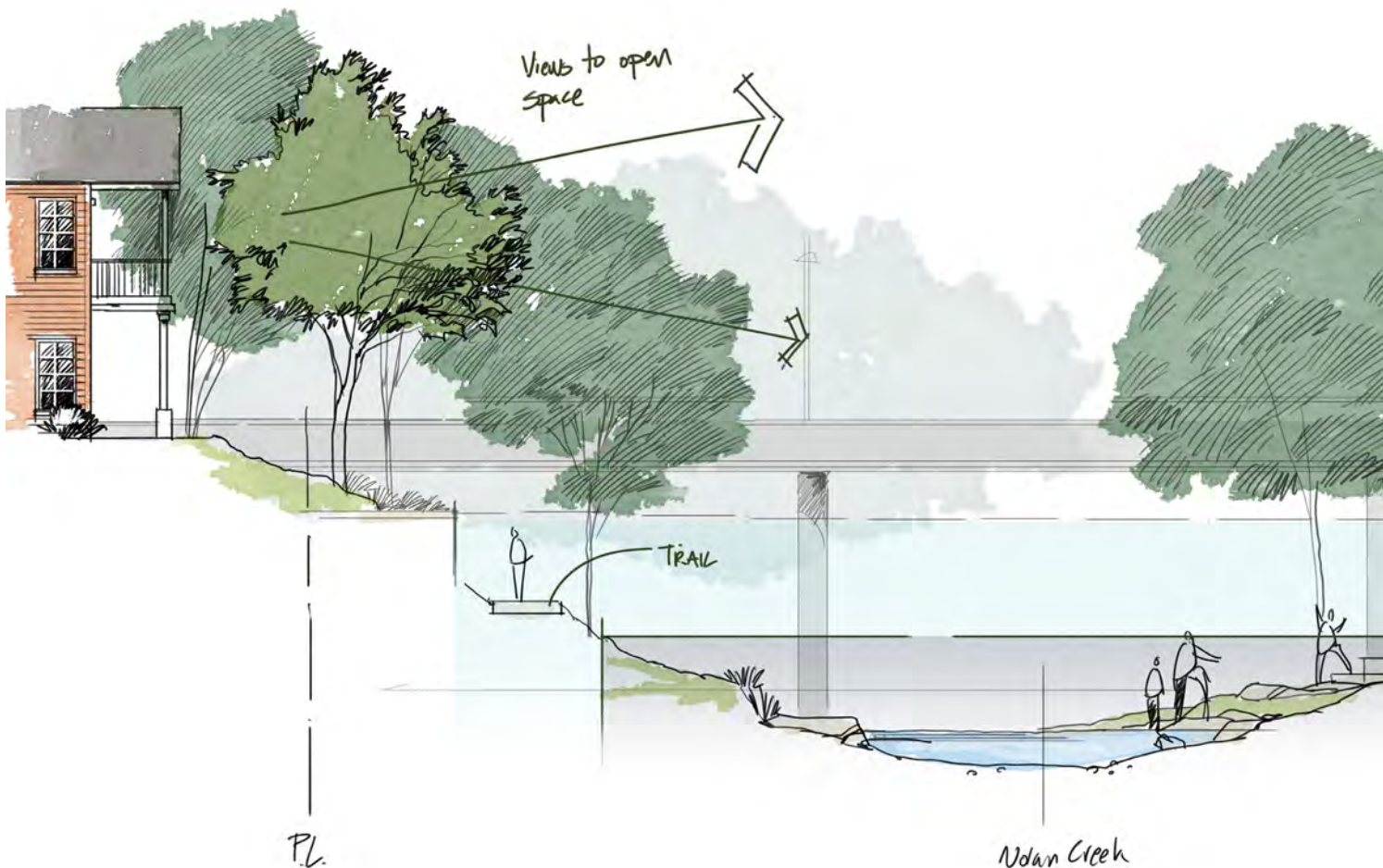
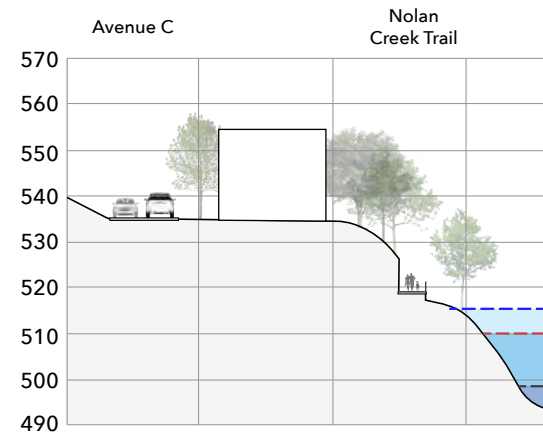


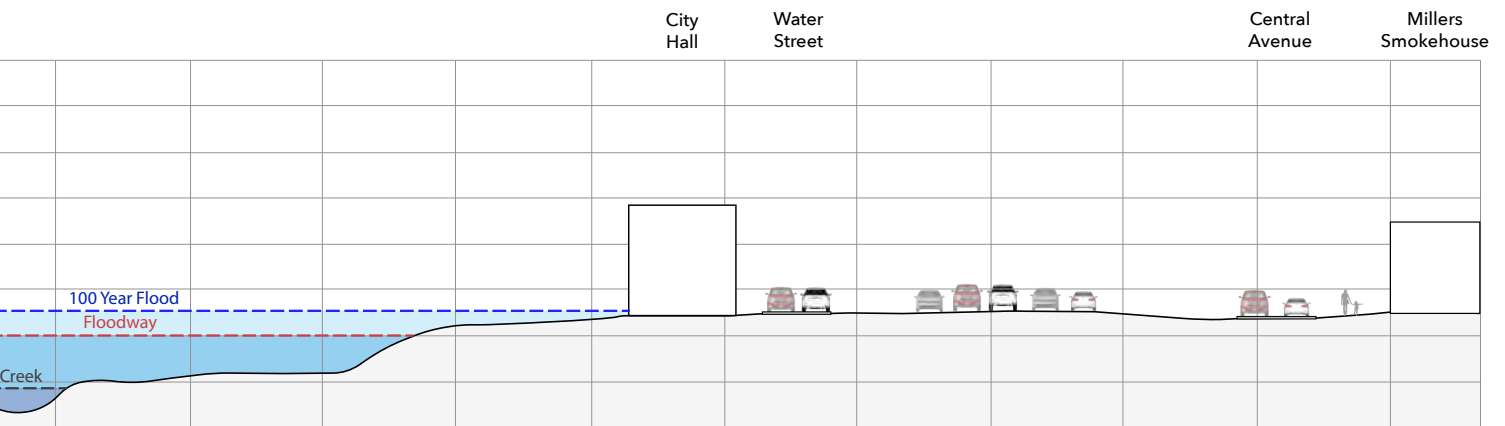
**South Main Street**  
South Main Subdistrict



## Nolan Creek Interaction

Interaction with Nolan Creek is an important attraction for both residents and visitors of Downtown Belton. Capitalizing on this unique feature is key to the success of the plan area. Providing public access to Nolan Creek through parks, trails, and development makes the creek a unifying amenity throughout all of Downtown. Ultimately getting the most out the properties that are along Nolan Creek or affected by its floodplain will require site specific approaches that mix creative and pragmatic thinking.



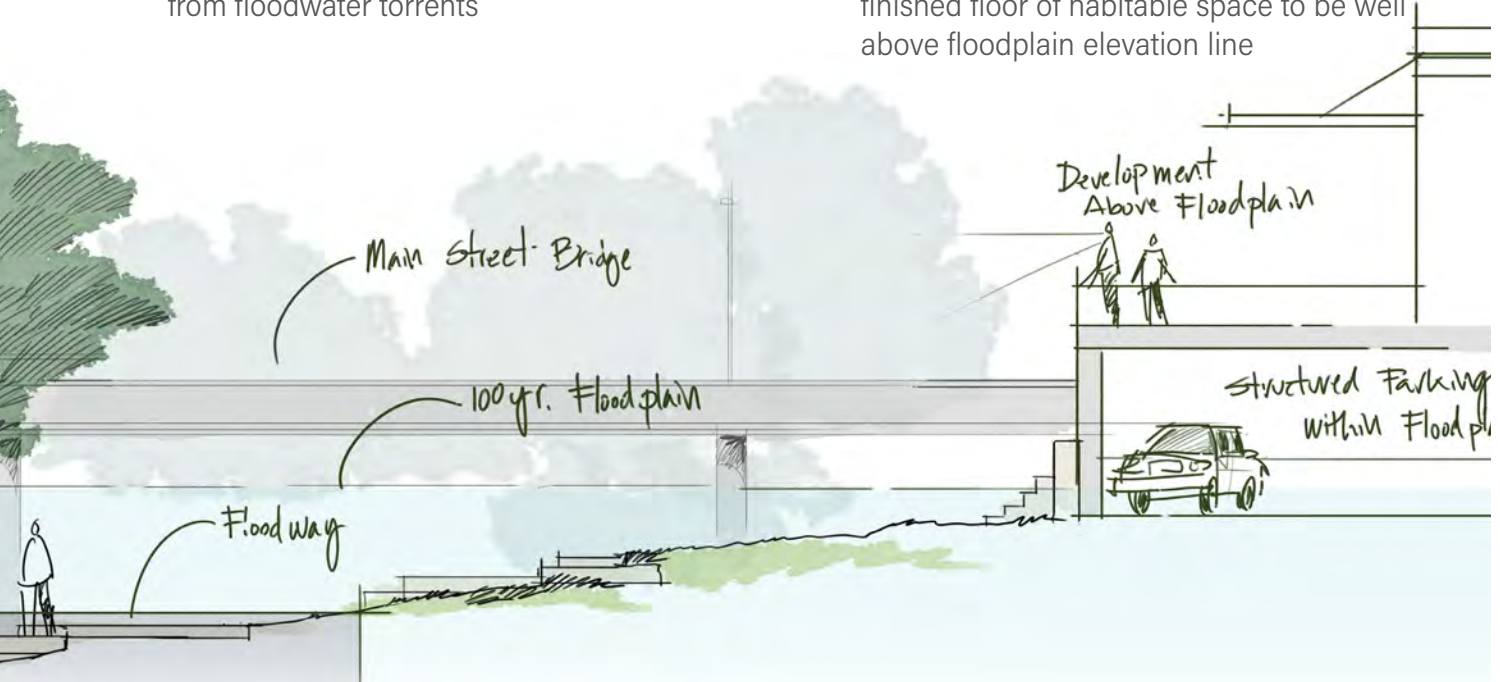


### Floodway

- Great for park and open space
- Avoid placing structures within the floodway, effectively cost prohibitive to get development approval
- Flatwork and paving should be resistant to stress from floodwater torrents

### Floodplain

- Parking and park amenities would be appropriate
- Any structure within the floodplain needs to be able to handle flood water inundation
- Buildings should consider use of piers to allow finished floor of habitable space to be well above floodplain elevation line



## Nolan Creek Development Profile

### Nolan Creek Corridor



## West 2nd

The redevelopment of West 2nd is intended to address a number of issues including increased commercial opportunities near the downtown, more housing choice, and strategies for development in the floodplain. The conversion of Central Avenue to a pedestrian promenade terminating into a food truck court is intended to provide a vibrant connection to Central Downtown from West 2nd. This desire for increased vibrancy is supported by a variety of housing, such as vertical mixed-use, multi-family, live-work, and single-family attached residential. Not only is Nolan Creek a desirable location to live next to, it is a key location

for additional retail and dining opportunities. Increasing commercial real estate in this area feeds off the Nolan Creek Trail and its users as potential customers.

The increased scale of development in this area provides the opportunity for sites and structures to work with nature to reduce impacts of flooding through a more resilient design mind set. Development should place structures finished floor elevation above the floodplain while increasing intensity vertically and overall reducing building footprint and impervious cover in the floodplain.



1 Food Truck Plaza



2 Pedestrian Board Walk



3 Mixed-Use



4 Single-family Attached



5 Live-work



6 Outdoor Dining



7 Multi-Family



# West Second Redevelopment

## West 2nd Subdistrict





## West 2nd

West 2nd is a prime location to see more robust investment into residential housing that will support downtown and provide the housing choice needed to capture younger professionals, recent grads, and retiring alumni from UMHB. Nolan Creek and the adjacent park land provide justification for this type of development as it is an extension of quality of life present within the community. With the additional housing, the opportunity exists for flexible entrepreneurship to occur on the fringe of park land, such as a food truck court.



**Allow for redevelopment to include a mix of uses at a scale that is context sensitive to the surrounding neighborhood.**



**Central Avenue bridge is to narrow to accommodate existing two-way vehicular traffic. Convert to pedestrian mall from Main Street to Davis Street.**



**Utilize Nolan Creek as a means to support residential investment, as it provides recreation opportunities that are unique and impactful on quality of life.**







## Expanding Entrepreneurship

### West 2nd Subdistrict



## North 6th Residential Infill

A portion of the North 6th subdistrict has a historic district designation limiting the scale and type of redevelopment that may happen within that boundary. The remainder of the subdistrict is without those restraints. Encouraging redevelopment of this area's residential will help improve the overall corridor appeal while providing more housing opportunities to support the downtown core and UMHB campus. It is important to consider alternative housing types, or the missing middle housing, to increase the overall number of rooftops while keeping the human scale of residential neighborhood. Properties along 6th street should be focused on meeting the neighborhood's needs while improving the overall aesthetic feel of the corridor.



**Allow and encourage redevelopment of residential to provide more housing to support downtown and UMHB. Redevelopment should keep a residential neighborhood scale.**



**Encourage redevelopment along the north side of 6th Avenue to improve the corridor's aesthetic appeal. Business should focus on meeting the needs of the neighborhood.**







## Residential Reclamation

North 6th Subdistrict



## Middle Housing

Middle housing refers to residential unit types that fall between traditional single-family and large multi-family complexes. This unit type meets a variety of housing needs for different stages of life and lifestyle choices. Middle housing provides an opportunity for sized rental units that are still part of a neighborhood fabric that can be gradually

added. Their presence would provide an alternative to larger complexes that will undoubtedly be further away from the downtown core. Increasing living opportunities while maintaining a strong neighborhood and community character is afforded through middle housing types.



Accessory Dwelling Units

- Accessory dwelling units (adu) can provide expanded opportunities for student and young professional housing.
- They allow individual property owners to add additional sources of income
- Adds increased housing units without need for significant infrastructure changes



Duplex

- Duplexes can be used to encourage infill and increase total housing units without significant changes the look and feel of the neighborhood
- Parking should not negatively impact the building or front yard through increased paving



Courtyard Housing

- Courtyard housing clusters homes on a central green space
- Allows for smaller lots and conveniences with shared common space and parking areas
- Potential solution to awkward shaped lots and properties



Townhouse

- Townhouses can be accommodated on smaller lots
- Townhouses can be used to buffer other single-family from more intense uses
- Provides housing for those wanting to forgo property maintenance

## Human Scale Design

Human scale design focuses on catering buildings and spaces to reflect an environment that is comfortable and inviting to people. This starts with

making streets comfortable and walkable, and buildings that orient to the pedestrian as opposed to the automobile.



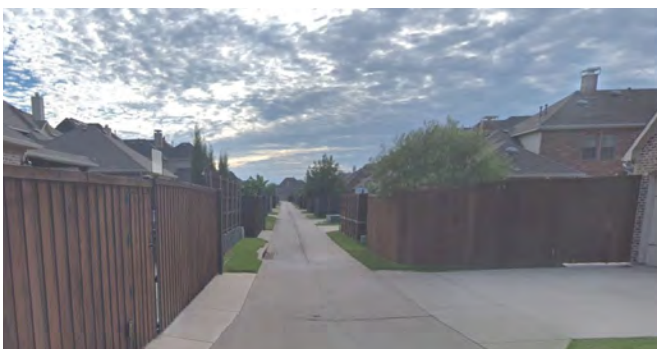
Building Architecture



Front yard engagement



Single-lane side driveways



Alleys

- The residential structure should be a focal point of the lot.
- Design elements should be integral to the building's facade to add interest
- A visible front door entry promotes the human scale of the structure
- Garages that are too large overpower the building aesthetics making the building vehicular scale
- Porches and other prominent entry features are important in activating the front yard.
- Front yard activation results in stronger sense of community and the benefits of passive surveillance
- Reduces the likelihood of the front yard becoming a parking lot
- Requires building to be placed in a manner that makes property, specifically the back yard, more accessible
- Allows for parking and garages to be secondary to the house as the primary structure found on the property
- Alleys enable smaller lots by providing access to the rear of the property where parking can be better accommodated
- Alleys also provide a space for utility placement that reduces the front yard clutter
- Alleys should be considered a necessity for housing that increases the unit per acre count and would otherwise force parking to consume the front building face and front yard space



## UMHB Grand Entry

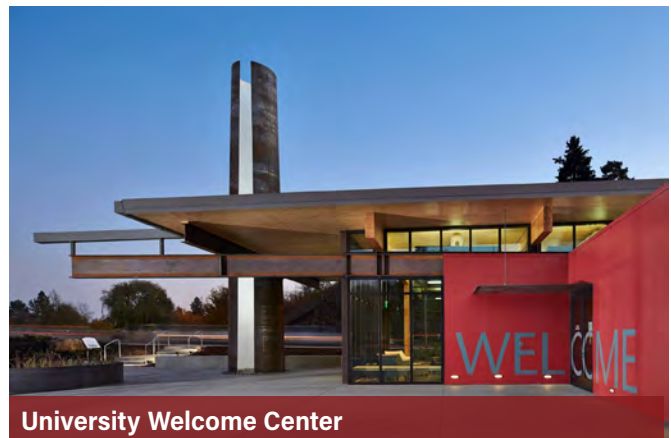
The removal of the First Baptist Church and realignment of 6th Avenue will create a grand entry for UMHB at 6th Avenue and Main Street. This new configuration will provide a better edge for the campus, while better connecting it into Downtown. A roundabout, new housing units, and new campus buildings all contribute to an improved pedestrian and vehicular experience entering into the UMHB campus.



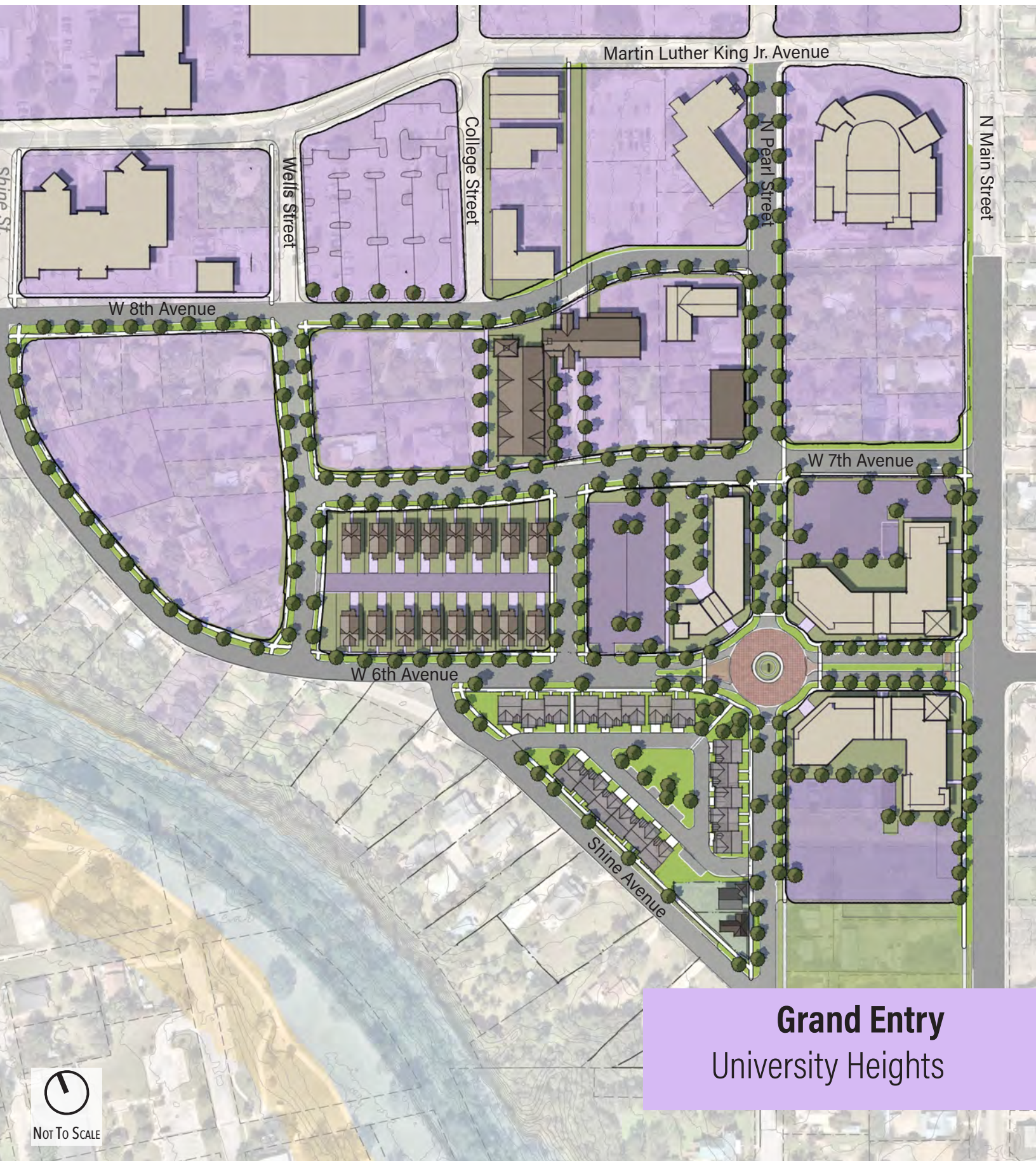
**Improve traffic flow on both Main Street and 6th Avenue. Create signature monument for UMHB at 6th Avenue Focal Point**



**Provide opportunity for UMHB to have a prominent location along two important corridors within Belton.**







**Grand Entry**  
University Heights



## Grand Entry

Replacing the existing First Baptist Church with new campus buildings and a continued street creates a unique sense of arrival and improved aesthetic. Street trees and sidewalks can help create a comfortable pedestrian environment and increase walkability between Downtown and the UMHB campus.

## Challenges

- Lack of front door or threshold to UMHB
- Turning sequence to arrive at UMHB impedes Main Street
- Narrow right of way limits the ability to add dedicated turn lanes



AFTER



BEFORE



## Solutions

- Continue 6th Street through, allowing for UMHB traffic to make turning motion at Pearl Street
- Buildings west of Main Street should act as a threshold to signify boundary of UMHB
- Pearl Street and 6th Street roundabout creates space for a focal point entry monument



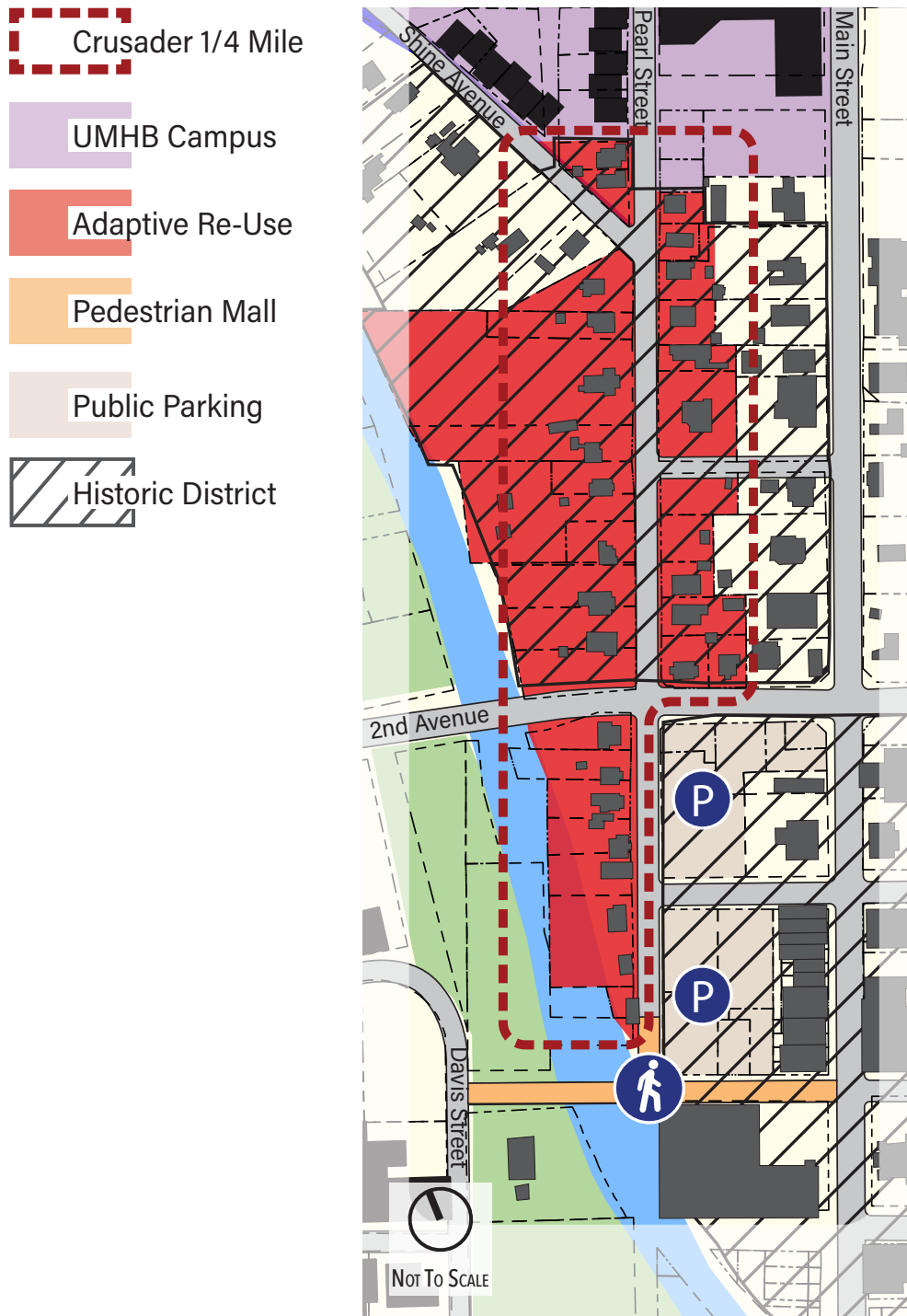
**Grand Entry**  
University Heights



## Pearl Street Corridor

The Pearl Street Corridor will be an important longterm pedestrian connection from UMHB to downtown. Structures within the corridor are protected by the Historic District designation and long-term uses may better serve the downtown as commercial space through the application of adaptive reuse. The structures would be preserved, but the use of the building would switch from

residential to commercial. The neighborhood feel and scale would be preserved by maintaining a pedestrian realm where front yards are not allowed to be used for parking. This long-term change to the corridor could be marketed as something as simple as the phrase the Crusader 1/4 mile, the approximate length of the Pearl Street to the start of the UMHB campus.





Increase commercial space near the downtown core allowing overflow boutique or smaller scale retail, dining, and commercial service.



Utilize the proximity of UMHB to influence and contribute to the branding of a signature and unique commercial corridor.



## Pearl Street University Heights



This page was intentionally left blank.

# Recommendations and Implementation

This chapter frames the vision elements of the plan into workable strategies and initiatives.



## Strategic Initiatives

### Partnerships

The ability to grow and support the downtown directly corresponds with implementing a long-term vision efficiently and effectively. This will require partnerships between the vested interests within the downtown. Businesses are dependent on the City of Belton and Bell County decision making that will have direct and indirect impacts on composition and function of downtown.

### Public-Private Partnerships

Public-private partnerships are often undertaken to find solutions where more flexibility is needed to accomplish the desired outcomes. The form of which public-private partnerships should result is a mutual beneficial relationship between the public entity and the private business. The most typical benefit for the public would be increased property values and commercial activity which increase the tax base. The private benefit is realized in a variety of manners but most typically these benefits are either improved supporting infrastructure or some monetary benefit that help defer or mitigate the cost of investment.

### Public-Public Partnerships

Partnerships between public entities are equally important for the investment in the future of downtown. The City of Belton, Belton Independent School and Bell County are all important land holders and decision makers within the boundaries of downtown. Additionally, they are all taxing entities that are impacted by commerce and property values within the downtown. Mechanisms exist in which downtown reinvestment and growth can be enabled by the short term sacrifices in revenues. In order for a shared vision for downtown to occur it needs to be supported by continuous coordination and communication between these different groups.

### Readily Available Toolbox

Public entities in Belton have three readily available tools that can be used to directly improve the downtown area. Available funds for downtown improvements are always a limiting factor for public entities, but public land investments, tax abatement, and Capital Improvements Plans can be utilized in a manner to increase investment in downtown. Each one of these elements already exists to some degree within downtown, focusing them to work together may help magnify their impact.



The sidewalk is a public realm where private enterprise is often facilitated.

### *Public Land*

Public land should be considered infrastructure used to support development. Currently the Nolan Creek Corridor is the biggest and most important public land investment in downtown. The creek corridor includes park land and natural areas under control of the City that provide stability and certainty for nearby properties. The long-term provision of recreation and amenity space is an incentive for redevelopment where business and residential properties promote and utilize this amenity. This utilization may include allowing commercial vendors to set up within parks to providing goods and services to park patrons that furthers the park experience.

A similar approach for public land investments can be applied to parking. Identifying centralized properties that can be used as part of a parking strategy can help address parking shortfalls within the downtown. These properties will likely require an overall strategy where placement and wayfinding help make the parking experience easy to navigate. As downtown Belton sees activity levels increase parking availability will become more of an issue. A strategy that accounts for future growth is key to supporting commerce and in turn protecting the walkable and engaging environment that make downtown Belton special.

### *Tax Abatement*

The City of Belton's tax abatement program provides an incentive for investments and improvements to properties within the downtown. There area impacted includes property found in the tax abatement Downtown Development District as well as property located within a Enterprise Zone or the City's Tax Increment Finance Reinvestment Zone. Investments into facilities can have a percentage of the increased tax value abated over 5 years. For properties inside the Downtown Development District (the City's official tax abatement district) can have 100% of the increased value abated so long as it meets the minimum requirements of \$25,000 in real property improvements, \$100,000 in business personal property investment, or that results in the creation of at least 5 jobs.

Currently the tax abatement program applies primarily to business development, though mixed use that includes residential is eligible. The City of Belton should consider the expansion of the Downtown Development District to include some or all of the subdistricts identified in this plan. Additionally, the City should increase the eligibility for abatement into residential properties encouraging investment into near downtown housing stock.



**Yettie Polk Park is one of many public amenities found along Nolan Creek.**



### ***Capital Improvement Planning***

The City and County investment into its streets, utility infrastructure, park land, and other facilities should be done in a manner that furthers the investment into downtown. This can be as simple as a restructuring of the Capital Improvement Plan (CIP) process to correspond with targeted investment areas within downtown. Identifying projects that support growth and expansion of downtown and allowing project prioritization to be influenced by private sector investors can help realize full development potential and increased revenues faster. Using the CIP projects as a marketing tool communicates intent of the City and County to existing business and developers allowing these members of private sector to plan their own capital expenditures to complement and take advantage of pending improvements.

Additionally, the City has the opportunity to take advantage of the presence of the University of Mary-Hardin Baylor. This large entity has a meaningful impact and contribution to the culture and population of the City's residents. Their long-term integration into the downtown is inevitable and the City should identify and partner with the university on capital investment so both entities are able to meet their needs.

### **Regulatory**

One tool that can promote increased certainty, and in turn confidence for developer investment, is preemptively changing the regulatory environment to allow the desired development to occur by right. This includes both updating the City's development standards and land uses, as well as identifying methods for shared access and regional detentions that support the increased development intensity vital to downtown growth and investment. The areas that should be considered for expanded regulatory guidance include the subdistricts of South Main, West 2nd, and the Fields. Additionally, updated regulatory considerations for expanding housing types maybe appropriate all of the downtown plans area where applicable.

### **Land Banking**

When trying to promote redevelopment, land assembly maybe a difficult process for the private sector. Acquiring parcels to make large enough tracts for desired development can take an extended period of time. This can limit the private sectors ability to meet the desired vision as terms of financing often dictate a more immediate action on properties. The BEDC, City of Belton, Bell County, and other community interest should consider working together to acquire contiguous sections of land where coordination between the entities and supporting public and the corresponding private sector investments can be maximized.

### **Public to Private Conversion**

There are number of properties that are currently held by the Bell County and the City of Belton that may benefit from transitioning back into private property ownership. Property availability in Downtown Belton is becoming more scarce and growth of the region requiring expanded facilities to accommodate City and County needs should consider relocation outside of downtown's core. If the public sector workforce is complementary to the downtown needs, consider partnerships where new facilities share space with the private enterprise. This may include dedicating some space to retail and dining on the first floor or parking agreements where city staff is accommodate during the weekday, but transitions to public parking during nights and weekends.

## *The Regulatory Environment*

In order to accommodate the development put forth in the Vision Chapter of this plan, changes to the regulatory environment are necessary. There are two ways to start this process. Those are, a private developer initiated master plan tied to a regulatory plan or a City of Belton initiated zoning code change applied that would correspond with a district boundary. These regulatory changes may take the form of a planned unit development (PUD), creation of zoning overlay, or development of a special zoning district.

### PUD

A PUD allows a development the flexibility to meet land use goals for the built environment that otherwise would not be able to be accomplished under the existing regulatory environment. This is typically a privately initiated development code that corresponds with a master plan for affected properties.

### Zoning Overlay

A zoning overlay is a series of additional code requirements or allowance that applies to an area within the boundary. This can be helpful for simple zoning adjustments, but is not as practice for larger more encompassing zoning changes. This process would need to be initiated by the City.

### Special Zoning District

This process is an amendment to the City's zoning code which provides a new district or districts. This new district would provide a complete set of land use and development standards that are applicable within the boundaries of the development. This process can often be treated as a stand alone section of the code or amendment. The overlap between the existing zoning code and the special zoning district(s) is outlined with parameter of the new zoning district. This process would be appropriate where there is significant additions to the City's zoning code would be needed to enable the development types of development flexibility desired.

### **Steps for Regulatory Change**

**Step 1:** Determine applicable boundaries and properties impacted

**Step 1a:** If City initiated begin public engagement informing community about intent of undertaking

**Step 2:** Identify and define districts or subdistricts for the development and corresponding land use charts

**Step 3:** Identify elements of public realm that will have new or enhanced infrastructure standards

**Step 4:** Create property development standards

**Step 5:** Develop additional design guidelines (Private development may have more flexibility in control over materials and construction practices)

**Step 6:** Submit application/initiate formal zoning change process

**Step 7:** Public hearing

**Step 8:** Final adoption



## **Elements that should be Included**

At a minimum the following elements should be accounted for in any revisions to zoning regulations.

### ***Public Street Interaction***

One of the biggest changes to the downtown neighborhoods is reliance on the street environment provide connectivity, activity areas, parking, takeout pickup, and ridesharing. These changes help improve the function as well as safety for pedestrians, business owners, and drivers.

### ***Form, Massing, Lot Coverage***

Building form and placement is a key determinate factor distinguishing downtown from suburban environments. Any zoning code should address building placement so that buildings are closer to the street and parking is located in the rear of the property.

### ***Setbacks***

Setback in this downtown and supporting neighborhoods will be inherently different with the use of build to lines or max building setbacks. Encroachment by ancillary building component or site element into setbacks, or the public right of way, maybe more accommodating.

### ***Mixed Use Allowance***

Expanding the application of multiple-uses within a building can contribute to more vibrant and efficient built environment. This can include live-work housing type, first floor parking garage, as well as others approaches to differing vertical uses.

### ***Connectivity***

Development should look to additional connection requirement through cross access easement or pedestrian greenways to provide better offstreet circulation or access to open/public spaces.

### ***Shared Parking***

Shared parking can help align uses to be more complementary where parking demands overlap making a more efficient use of available parking. Direction on how to account for shared parking provides more certainty for development.























### ***Expanded Housing Types***

Allow additional housing types and development standards that are more supportive of the tighter and more compact nature of downtown neighborhoods. Townhouses, Lofts, and Apartments (multiplexes) are important unit types that should balance ownership and rental occupancy demands








## Action Plan

This section of the plan summarizes the recommendations derived from the plan into an Action Plan. These actions are reflective of the vision for Downtown Belton put forward in this plan. The initiatives should be viewed as a check list that allow for community to evaluate it's progress. Each action initiative identifies the action type that frames the efforts. The action type includes, coordination,

land assembly, study, capital (or capital project), or some combination. Each action initiative was given a priority level of high, medium, or low based off feedback from the Advisory Committee. Lastly, the partners outside of the BEDC were identified as entities would be have integral involvement in the realization of the project.

Action Initiative		Goals Met	Subdistrict	Action Type	Priority	Involved Partners
1	<b>North Bank Redevelopment</b> Work with the City of Belton, Tax Appraisal District to, and PNC Bank to assemble property to allow for expanded redevelopment of North Bank site.	 	Central Downtown	Coordination, Land Assembly	Medium	City of Belton, PNC Bank, Bell County Tax Appraisal District
2	<b>North Bank Flood Mitigation.</b> Encourage redevelopment of the North Bank Site to incorporate flood mitigation as part of site development.	 	Central Downtown	Capital, Partnership, Regulatory, Study	Low	City of Belton, Private Development
3	<b>Main Street.</b> Reconstruct Main Street in Central Downtown to be more pedestrian friendly and activity focused street.	 	Central Downtown	Capital, Study	Medium	City of Belton, TXDOT
4	Identify publicly owned buildings that would help increase available office, retail, and dining space in Central Downtown and develop plan to transition them to private ownership.	 	Central Downtown	Coordination	High	City of Belton Bell County
5	Work to recruit a hotel presence to downtown Belton.	  	Central Downtown	Coordination	Medium	Bell County, UMHB
6	<b>6th Street.</b> Design and reconstruct 6th street to improve pedestrian and vehicular experience. Consider access management, enhanced landscaping, signage, and branding.	 	The Fields, North 6th	Study, Coordination, Capital	High	City of Belton, UMHB, TXDOT
7	<b>6th Street Infill.</b> Encourage redevelopment to focus business along 6th Street to enhance the arrival sequence to Belton.	  	The Fields	Coordination	Medium	UMHB, City of Belton
8	<b>The Fields Infill.</b> Encourage redevelopment on the southwest corner 6th Street and Birdwell Street. Infill should include commercial development adjacent to 6th and be complemented by variety of housing types.	 	The Fields	Coordination, Capital, Study, Land Assembly	High	Private Development, City of Belton
9	Develop Trail along rail line from Blair Street to 6th Avenue with the intent to continue trail further North	 	The Fields, Central Downtown	Study, Capital	Medium	City of Belton
10	<b>6th Street Gateway.</b> Design and construct a prominent gateway element. This will help residents and visitors know when they have arrived in Downtown, and create a strong sense of arrival.	 	The Fields	Coordination, Capital	High	City of Belton, UMHB, TXDOT



<i>Action Initiative</i>		<i>Goals Met</i>	<i>Subdistrict</i>	<i>Action Type</i>	<i>Priority</i>	<i>Involved Partners</i>
11	<b>South Main/Overlook Redevelopment.</b> New development can provide housing units for those wanting to live close to Downtown. Additionally, a new trail has the opportunity to provide meaningful contributions to alternative means of connectivity.		South Main	Regulatory, Study, Capital, Land Assembly	High	City of Belton, Private Development, Property/Business Owners
12	<b>South Main Street.</b> Design and reconstruct South Main to improve vehicle and pedestrian experience as well as better connections back into the surrounding neighborhood. Consider access management, enhanced landscaping, signage, and branding.		South Main	Capital	Medium	City of Belton
13	<b>West 2nd Redevelopment.</b> Encourage redevelopment that allows a mix of uses to increase housing choice, work opportunities, and create a more flood resilient community.		West 2nd	Regulatory, Capital, Study, Land Assembly	Low	City of Belton, Private Development, Central Texas Housing Consortium
14	<b>Central Avenue Pedestrian Boulevard.</b> Convert Central Avenue West of Main Street to a pedestrian mall to improve connection to Yettie Polk Park and West 2nd Redevelopment.		West 2nd Central Downtown	Capital	Low	City of Belton
15	<b>North 6th Residential Infill.</b> Encourage residential redevelopment in the North 6th Subdistrict. Consider new housing types that increase the overall number of rooftops while keeping the human scale of the neighborhood.		North 6th	Regulatory Study, Land Assembly	Low	City of Belton, Private Development
16	<b>UMHB Grand Entry.</b> A roundabout, new housing units, and new campus buildings all contribute to a better edge for the campus, while better connecting it into Downtown.		University Heights	Study, Capital	Medium	City of Belton
17	<b>Pearl Street Corridor.</b> Encourage building reuse along the Pearl Street Corridor to create urban edge.		University Heights	Regulatory	Low	City of Belton, UMHB, Property/Business Owners



# City of Belton, Texas

City Council Meeting Agenda  
Tuesday, May 10, 2022 - 5:30 p.m.  
Wright Room at the Harris Community Center  
401 N. Alexander, Belton, Texas

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember 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 Pro Tem David K. Leigh.

1. Call to order.
2. Presentation of Council pay for May 2021 – May 2022.
3. Recognition of outgoing Councilmember Guy O'Banion.
4. Administer the Oath of Office to newly elected Councilmembers:

Daniel Bucher – Councilmember, Place 5  
Wayne Carpenter – Councilmember, Place 6  
Stephanie O'Banion – Councilmember, Place 7

5. Reorganization of the City Council:
  - A. Select Mayor for one-year term
  - B. Select Mayor Pro Tem for one-year term
6. 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 7-9 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.

7. Consider minutes of April 26, 2022, City Council Meeting.
8. Consider authorizing the purchase of three vertical turbine pumps and motors for the Loop 121 Pump Upgrade Project from Smith Pump Company through the BuyBoard Cooperative Purchasing Program.
9. Consider authorizing an amendment to the Professional Services Agreement with Kasberg Patrick and Associates for Bidding Phase Services for the N. East Street Water Improvements Project (CDBG Project Number 7220021).

### **Miscellaneous**

10. Consider authorizing the City Manager to execute an Interlocal Agreement with the Central Texas Council of Governments to administer a component of the American Rescue Plan Act of 2021 to provide Small Business Grants for Belton small businesses impacted by COVID-19 in the amount of \$850,000.
11. Consider authorizing the City Manager to execute a Memorandum of Understanding with various agencies to administer a component of the American Rescue Plan Act of 2021 to provide Nutrition and Food Assistance Grants for Belton residents impacted by COVID-19 totaling \$300,000.
12. Receive a presentation on logo design for the new elevated water storage tank and choose the preferred the logo.
13. Consider authorizing the Executive Director of the Belton Economic Development Corporation to execute a contract for the sale of 10 acres on Digby Drive to Bell McKinnon Properties, LLC.

*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 10, 2022 - 5:30 p.m.  
Wright Room at the Harris Community Center  
401 N. Alexander, Belton, Texas

## OFFICE OF THE CITY MANAGER

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 Pro Tem David K. Leigh.

1. **Call to order.**
2. **Presentation of Council pay for May 2021 – May 2022.**
3. **Recognition of outgoing Councilmember Guy O'Banion.**
4. **Administer the Oath of Office to newly elected Councilmembers:**

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

Daniel Bucher – Councilmember, Place 5  
Wayne Carpenter – Councilmember, Place 6  
Stephanie O'Banion – Councilmember, Place 7

5. **Reorganization of the City Council:**
  - A. **Select Mayor for one-year term**
  - B. **Select Mayor Pro Tem for one-year term**



City Attorney John Messer will lead the Council in its reorganization. This will be the first appointment of the Mayor since the Charter was changed in November 2020.

6. 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 7-9 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.

7. **Consider minutes of April 26, 2022, City Council Meeting.**

A copy of the minutes is attached. Recommend approval.

8. **Consider authorizing the purchase of three vertical turbine pumps and motors for the Loop 121 Pump Upgrade Project from Smith Pump Company through the BuyBoard Cooperative Purchasing Program.**

See Staff Report from Director of Public Works Matt Bates. Recommend approval of the purchase of the three pumps/motors as presented.

9. **Consider authorizing an amendment to the Professional Services Agreement with Kasberg Patrick and Associates for Bidding Phase Services for the N. East Street Water Improvements Project (CDBG Project Number 7220021).**

See Staff Report from Director of Public Works Matt Bates. Recommend approval of the amendment with KPA for bidding services on the East Street Water Improvements project.

**Miscellaneous**

10. **Consider authorizing the City Manager to execute an Interlocal Agreement with the Central Texas Council of Governments to administer a component of**

**the American Rescue Plan Act of 2021 to provide Small Business Grants for Belton small businesses impacted by COVID-19 in the amount of \$850,000.**

See Staff Report from City Manager Sam Listi. Recommend authorization to execute the Interlocal Agreement with CTCOG for Small Business Grants administration as a part of the American Rescue Plan Act of 2021 funding.

11. **Consider authorizing the City Manager to execute a Memorandum of Understanding with various agencies to administer a component of the American Rescue Plan Act of 2021 to provide Nutrition and Food Assistance Grants for Belton residents impacted by COVID-19 totaling \$300,000.**

See Staff Report from City Manager Sam Listi. Recommend authorization to execute MOUs with various entities for Nutrition and Food Assistance Grants administration as a part of the American Rescue Plan Act of 2021 funding.

12. **Receive a presentation on logo design for the new elevated water storage tank and choose the preferred the logo.**

See Staff Report from Director of Public Works Matt Bates. Recommend selection of Council's preferred logo.

13. **Consider authorizing the Executive Director of the Belton Economic Development Corporation to execute a contract for the sale of 10 acres on Digby Drive to Bell McKinnon Properties, LLC.**

See Staff Report from BEDC Executive Director Cynthia Hernandez. Recommend authorization to sell 10 acres on Digby Drive as presented.

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

*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, Guy O'Banion has served the City of Belton for four terms as a City Councilmember – first elected in 2014, and then elected again in 2016, in 2018 and in 2020 for his fourth two-year term; and*

*WHEREAS, while serving on the Planning and Zoning Commission and on the City Council, Guy provided many years of outstanding and selfless service; and*

*WHEREAS, Councilmember Guy O'Banion has been instrumental in guiding Belton's growth and development, as evidenced by his commitment to numerous major capital improvements including Belton's streets and utilities, the expansion of Heritage Park, and the development of a customer service oriented municipal organization; and*

*WHEREAS, Guy was also instrumental in establishing the City's Capital Equipment Replacement fund; and*

*WHEREAS, Guy has wholeheartedly encouraged many partnerships the City has formed with other area entities to serve the citizens of Belton more cost effectively; and*

*WHEREAS, while the City of Belton continued to experience tremendous growth during Guy's service on the Council, he has supported balanced investments in infrastructure while working to maintain Belton's quality of life with the lowest possible property tax rate; and*

*WHEREAS, in recognition of his service to the City, the citizens of Belton wish to extend their heartfelt gratitude and appreciation to Guy O'Banion for his years of tireless devotion to this community.*

*NOW THEREFORE, I, WAYNE CARPENTER, Mayor of the City of Belton, Texas, in appreciation for his years of service to the citizens of the City of Belton, Texas, do hereby recognize*

## ***GUY O'BANION***

*and I urge everyone to join with me in wishing him many happy years in the future!*

*IN WITNESS THEREOF, I have hereunto set my hand, and have caused the Official Seal of the City of Belton, Texas, to be affixed this the 10th day of May, 2022.*

---

*Wayne Carpenter, Mayor*

*ATTEST:*

---

*Amy M. Casey, City Clerk*

### **Administer the Oath of Office to newly elected Councilmembers**

Three Councilmembers terms are up in May 2022. Councilmember Guy O'Banion chose not to run for re-election. Stephanie O'Banion filed for Place 7 in his place. All candidates were unopposed, so we were able to cancel the election.

Place 5 – Daniel Bucher has been elected to a 3-year term ending May 2025.

Place 6 – Wayne Carpenter has been elected to a 3-year term ending May 2025.

Place 7 – Stephanie O'Banion has been elected to a 3-year term ending May 2025.

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

Beginning in May 2022, the Council appoints the Mayor and Mayor Pro-Tem, and each will serve a 1-year term. City Attorney John Messer will conduct the reorganization and appointment of the Mayor and Mayor Pro Tem.



**Belton City Council Meeting**  
**April 26, 2022 – 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 and Councilmembers Craig Pearson, Dan Kirkley, Guy O'Banion (arrived 5:35 PM), John R. Holmes, Sr. and Daniel Bucher (arrived 5:35 PM). Mayor Pro Tem David K. Leigh was absent. Staff present included Sam Listi, Gene Ellis, John Messer, Amy Casey, Mike Rodgers, Jon Fontenot, Wes Gilbreath, Jeff Booker, Larry Berg, Allen Fields, Tina Moore, Alex Munger, Scott Hodde, Bob van Til, Paul Romer, Larry Berg, Judy Garrett, Cynthia Hernandez, and Jo-Ell Guzman.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember Dan Kirkley, and the pledge to the Texas Flag was led by IT Specialist Alex Munger. The Invocation was given by Mayor Wayne Carpenter.

1. **Call to order.** Mayor Carpenter called the meeting to order at 5:31 p.m.

2. **Public Comments.** *(Audio 1:25)*

There were none.

Mayor Carpenter congratulated the Police Department on a successful banquet recognizing its volunteers.

3. **Recognize the Belton Fire Department for achieving Best Practices Re-Designation Status from the Texas Fire Chiefs Association.** *(Audio 2:02)*

Mayor Carpenter and City Manager Listi presented a plaque to the Fire Department recognizing their Best Practices Re-Designation Status. Fire Chief Jon Fontenot described the work it took to achieve Best Practices Re-Designation, and he recognized Fire Department personnel for their efforts.

**Consent Agenda**

Items 4-10 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately. *(Audio 6:01)*

4. **Consider minutes of April 12, 2022, City Council Meeting.**

5. **Consider an appointment and reappointments to the Planning and Zoning Commission.**

Mayor Carpenter recommended Alton McCallum to replace Stephanie O'Banion. Reappointments for another term included Alton McCallum, Joshua Knowles, Nicole Fischer, Luke Potts and Brett Baggerly.

6. Consider authorizing the City Manager to execute an amended Interlocal Agreement between the City of Belton and the Belton Independent School District for the School Resource Officer Program.
7. Consider a resolution authorizing the City Manager to execute the Advanced Funding Agreement with the Texas Department of Transportation for the E. 13<sup>th</sup> Avenue Sidewalk Replacement and Bike Path Project.
8. Consider authorizing the purchase of new playground equipment for Chisholm Trail Park from Kraftsman through the BuyBoard Purchasing Cooperative.
9. Consider authorizing the City Manager to enter into a professional services agreement with McCreary & Associates, Inc., for design services related to the Standby Generator Project for City Facilities.
10. Consider authorizing the conveyance of Dawson Ranch Phase III, Block 002, Lot 0002, a variable width drainage easement, located north of Chisholm Trail Parkway, between Twin Ridge Court and De Leon Circle to James Hightower in exchange for the conveyance of eight (8) parcels (approximately four acres) along the Chisholm Trail Parkway trail improvements located north of the road to the City of Belton.

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

#### **RESOLUTION NO. 2022-18-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT**

#### **Planning and Zoning**

11. Z-22-14 Hold a public hearing and consider a zoning change from Commercial Highway to Commercial Highway with a Specific Use Permit for the Placement of an Electronic Changeable Sign on approximately 8 acres located at 500 N. I-35 Service Road, on the east side of I-35, south of Nolan Creek (Crossroads Church property).  
(Audio 8:32)

Planner Tina Moore presented this item.

Public Hearing:

- (1) Daniel McBurney, Elder at Crossroads Church, spoke in favor of the rezoning.
- (2) Matt Thrasher, Pastor at Crossroads Church, spoke in favor of the rezoning.



No one else spoke for or against.

Upon a motion for approval of the rezoning by Councilmember O'Banion, and a second by Councilmember Pearson, the rezoning was approved upon a vote of 4-2 (Councilmembers Holmes and Bucher dissenting) with the following conditions:

- Recommend a maximum overall total sign area of 200 square feet for the two proposed signs, with 150 square feet allowed for changeable copy and 50 square feet for the static sign.
- The sign shall include a sensor that automatically determines the ambient illumination and automatically dims according to the natural ambient light conditions.
- The illumination from sunset to sunrise shall be reduced to 200-foot candles as required by Zoning Ordinance section 38.15, *Sign Lighting Standards*.
- Blinking, flashing, or shimmering or other intensity or brilliance that causes glare or otherwise distracts or impairs vision of a driver is not permitted.
- Each message shall be displayed for at least 10 seconds to mitigate safety concerns.
- A change of message shall be accomplished within two seconds or less, a change of message must occur simultaneously on the entire sign face.
- The sign shall contain a default mechanism that freezes the sign in one position if a malfunction occurs.

#### **ORDINANCE NO. 2022-23**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM COMMERCIAL HIGHWAY TO COMMERCIAL HIGHWAY WITH A SPECIFIC USE PERMIT FOR THE PLACEMENT OF AN ELECTRONIC CHANGEABLE SIGN FOR APPROXIMATELY 8 ACRES LOCATED AT 500 N. INTERSTATE 35 SERVICE ROAD.**

12. **Z-22-11 Hold a public hearing and consider a zoning change from Retail (R) and Planned Development – Retail (PD-R) District to Planned Development – Retail and Amended Planned Development – Retail on approximately 4.676 acres located at the northwest intersection of West Loop 121 and Southwest Parkway. (Audio 18:18)**

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

Upon a motion for approval of the rezoning by Councilmember Holmes, and a second by Councilmember O'Banion, the rezoning was approved upon a vote of 6-0 with the following conditions:

- The allowable uses of the property shall conform to the Retail District, and in addition, mini-storage warehouse use is a permitted use in compliance with the PD site plan.

- The development of the property shall conform to all applicable Type Area 9 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
  - a. Site Development Standards, to include compliance with the attached site plan.
  - b. Building Design Standards in compliance with the attached site plan.
  - c. Landscape Design and Tree Protection and Preservation Standards
- Sign Standards shall conform to Ordinance 2008-11.
- A subdivision re-plat and development plans are required.

#### **ORDINANCE NO. 2022-25**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM RETAIL (R) AND PLANNED DEVELOPMENT – RETAIL (PD-R) DISTRICT TO PLANNED DEVELOPMENT – RETAIL AND AMENDED PLANNED DEVELOPMENT – RETAIL ON APPROXIMATELY 4.676 ACRES LOCATED AT THE NORTHWEST INTERSECTION OF WEST LOOP 121 AND SOUTHWEST PARKWAY.**

13. **Z-22-12 Hold a public hearing and consider a zoning change from Commercial-2 to Planned Development – Multiple Family District (PD-MF) on approximately 0.680 acres the northeast intersection of E. 2nd Avenue and N. Blair Street. (Audio 25:00)**

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

Upon a motion for approval of the rezoning by Councilmember Pearson, and a second by Councilmember Kirkley, the rezoning was approved upon a vote of 6-0 with the following conditions:

- The allowable uses of the property shall conform to the Multiple Family Zoning District in all respects, except for the following:
  - a. Townhomes are a permitted use.
  - b. Minimum lot size of 1,599 sf is permitted.
  - c. Minimum lot width of 20' and depth of 80' is permitted.
  - d. Minimum front yard setback of 18' is permitted.
  - e. No side yard setback is required for lot 1 and 10.
- The development of the property shall conform to all applicable Type Area 7 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
  - a. Site Development Standards discussed above per Exhibits B



- b. Building Design Standards per Exhibit C
- c. Landscape Design Standards per Exhibit D
- A subdivision plat is required.
- Sign Standards shall conform to Ordinance 2008-11.

#### **ORDINANCE NO. 2022-24**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM COMMERCIAL-2 (C-2) TO PLANNED DEVELOPMENT – MULTIPLE FAMILY DISTRICT (PD-MF) ON APPROXIMATELY 0.680 ACRES THE NORTHEAST INTERSECTION OF EAST 2ND AVENUE AND NORTH BLAIR STREET.**

14. **Z-22-13 Hold a public hearing and consider a zoning change from Planned Development – Retail/Automatic Car Wash (PD-R) to Retail (R) on approximately 0.488 acres located at 1706 N. Main Street and described as Turtle Creek Phase VI, Block 1, Lot 1. (Audio 37:46)**

Planner Tina Moore presented this item.

Public Hearing: No one spoke for or against.

Upon a motion for approval of the rezoning by Councilmember Holmes, and a second by Councilmember Pearson, the rezoning was approved upon a vote of 6-0.

#### **ORDINANCE NO. 2022-26**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM PLANNED DEVELOPMENT 12 – RETAIL/AUTOMATIC CAR WASH (PD-R) TO RETAIL (R) ON APPROXIMATELY 0.488 ACRES LOCATED AT 1706 N. MAIN STREET AND DESCRIBED AS TURTLE CREEK PHASE VI, BLOCK 1, LOT 1.**

15. **P-22-05 Consider a final plat of River Fair Crossing, comprising 0.923 acres, located at the northwest corner of N. Main Street (SH 317) and River Fair Boulevard, north of Lake Road (FM 439). (Audio 47:19)**

Planner Tina Moore presented this item.

Upon a motion for approval by Councilmember Holmes, and a second by Councilmember O'Banion, the final plat of River Fair Crossing was approved upon a vote of 6-0.

**Miscellaneous**

Councilmember O'Banion recused himself from the following item and left the room.

16. **Consider authorizing the City Manager to execute an agreement with the United Way of Central Texas to administer a component of the American Rescue Plan Act of 2021 to provide Community Aid Funds for Belton residents impacted by COVID-19.** (Audio 51:33)

City Manager Sam Listi presented this item.

Upon a motion for approval by Councilmember Pearson, and a second by Councilmember Holmes, the agreement with United Way of Central Texas was approved upon a vote of 5-0-1 (Councilmember O'Banion abstaining).

There being no further business, the Mayor adjourned the meeting at 6:26 p.m.

\_\_\_\_\_  
Wayne Carpenter, Mayor

ATTEST:

\_\_\_\_\_  
Amy M. Casey, City Clerk





# Staff Report – City Council Agenda Item

## Agenda Item #8

Consider authorizing the purchase of three vertical turbine pumps and motors for the Loop 121 Pump Upgrade Project from Smith Pump Company through the Buy Board Cooperative Purchasing Program.

### Originating Department

Public Works – Matt Bates, Director of Public Works

### Background

The 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 and all three pumps currently in operation are original (25 years old). With the tremendous growth the City has experienced recently, the demand for water utilities is at an all-time high. The City currently has several projects in the works aimed at improving the overall water system performance, and projecting for future growth and demand.

Staff has been working closely with Kasberg, Patrick & Associates to analyze the system head curve at the Loop 121 Pump Station to determine the best pump specification that can address current and future demands. The findings of this analysis recommended replacing all three pumps with new Flowserve vertical turbine pumps and replacing the existing motors with 25hp premium efficient vertical motors.

Both the Engineers and City staff believe the replacement of these pumps and motors will improve our water system performance and aid in stabilizing tank levels at Loop 121. With the future expansion of the Bell County Jail, and a number of new subdivision developments occurring in the southwest portions of our City – West Canyon Trails, Ridge at Belle Meadows and continuing phases at Three Creeks – the decision to be proactive is important. This includes addressing critical infrastructure such as the Loop 121 Pump Station, and the third Elevated Storage Tank currently under construction, indicating the City is taking the necessary steps to continue providing the high level of service our water customers have come to expect.

Staff has a strong working relationship with Smith Pump on this type of work 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).

### Fiscal Impact

The fiscal impact of this item is \$88,987.

Budgeted: ☒ Yes, Capital Projects Fund ☐ No

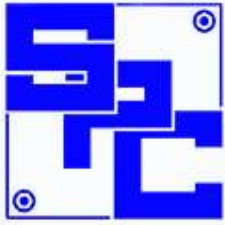
**Recommendation**

Authorize the purchase of three vertical turbine pumps and motors for the Loop 121 Pump Upgrade Project from Smith Pump Company through the Buy Board Cooperative Purchasing Program.

**Attachments**

Quote





## 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: 33472**

**Thursday, April 21, 2022**  
Page: 1

**Prepared For :**

**City of Belton**

P.O. Box 120  
Belton, TX 76513  
Phone: 254 933 5823  
Fax: 254 933 5811

**Shipping: Larry Zehr**

**CITY OF BELTON**

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

*Shipping Method*

*Freight Terms*

*Payment Terms*  
Net 30 Days

*Salesperson:*  
TXWEST - Christopher Burress

Reference: City of Belton - Loop 121 Pump Station Upgrades

This quotation is made in accordance with **Buyboard Contract Number 589-19** of which Smith Pump is a participating member.

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

Sincerely,

Christopher Burress

christopherb@smithpump.com

Line: 1

Part ID: 0907

Rev: 0

**Loop 121 Pump Station Upgrades**

(3) Flowserve - 10EBM-3 stage, vertical turbine pumps

- \* Cast iron bowl assembly
- \* Bronze impellers
- \* SST collets & fasteners
- \* Threaded column piece
- \* 6x12 GSR cast iron discharge head  
(Head is identical to the existing, no piping modifications needed)
- \* SST basket strainer
- \* Tnemec Potable Water Coating

(3) Nidec/US Motors - HO25P2BLF, vertical motor

- \* 25 HP, 1775 RPM, 3 Phase
- \* Premium efficient
- \* Space heaters

Item of field service to remove existing pumps and motors

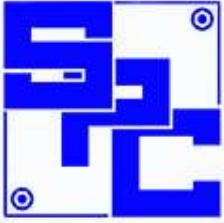
Item of field service to install new pumps and motors

Item of field start-up service after installation

Note: Items not furnished: Any/all electrical modifications needed for larger horsepower

Lead time: 14 to 15 weeks after release of order

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	88,987.00000			\$88,987.00 *



## 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: 33472**

**Thursday, April 21, 2022**

Page: 2

\* Indicates which quantity price is included in the Total

**Total:**

**\$88,987.00**

Prices are Valid Until Saturday, May 21, 2022

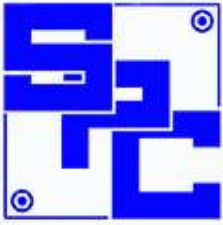
ACCEPTED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PURCHASE ORDER (IF APPLICABLE): \_\_\_\_\_

SIGNED ON DATE: \_\_\_\_\_





## 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: 33472**

**Thursday, April 21, 2022**

Page: 3

### Terms and Conditions

1. **Applicability** - These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.
2. **Price** - Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the Customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode. In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation. SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.
3. **Warranty** - SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer. Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter. SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of a SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).
4. **Payment** - All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment. If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.
5. **Joint Check Agreement** - If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.
6. **Taxes** - The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.
7. **Property Damage** - SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.
8. **Startup** - If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.
9. **Limitation of Liability** - The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.
10. **Setoff** - All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.
11. **Customer Cancellation** - Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.
12. **Assignment** - Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.
13. **Waiver/Severability** - Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.
14. **Applicable Law** - The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.

# Staff Report – City Council Agenda Item



## Agenda Item #9

Consider authorizing an amendment to the Professional Services Agreement with Kasberg Patrick and Associates for Bidding Phase Services for the N. East Street Water Improvements project (CDBG Project Number 7220021).

### Originating Department

Public Works – Matt Bates, Director of Public Works

### Summary Information

The N. East Street Water Improvements project will include the following work:

- Replacement of the existing 6" waterline with a new 8" waterline (approximately 1,426 LF).
- Five (5) fire hydrants with gate valves.
- Installation of 1.5" service lines to residences.
- Mill and overlay existing streets (N. East & 5<sup>th</sup> Avenue) with approximately 5,200 SY of 2" HMAC Type D.

Kasberg, Patrick, and Associates proposal for bidding services includes:

- Preparing the Notice to Bidders for City Clerk to advertise the project.
- Emailing the Notice to Bidders to potential Bidders.
- Distributing bidding documents to potential Bidders.
- Responding to requests for information by potential Bidders via addenda to the bidding documents.
- Coordinating and conducting a non-mandatory Pre-Bid Conference with potential bidders followed by an Addendum summarizing the Pre-Bid Conference with items discussed.
- Attending the bid opening and providing a detailed bid summary of Bids received.
- Providing an analysis of the bids received and developing a letter of recommendation for the award of the construction contract.
- Finalizing the construction documents ready for signatures, bonds, and insurance.
- Assembling all signed Bid Documents and distributing to the stake holders.

### Fiscal Impact

Amount: \$6,000



Budgeted: ☒ Yes ☐ No

Funding Source(s): Capital Project Fund

**Recommendation**

Recommend Council authorize the City Manager to execute an amendment to the Professional Services Agreement with Kasberg Patrick and Associates for Bidding Phase Services for the N. East Street Water Improvements project (CDBG Project Number 7220021).

**Attachments**

KPA Proposal for Bidding Services  
Map of Project Location



**KASBERG, PATRICK & ASSOCIATES, LP**  
CONSULTING ENGINEERS  
Texas Firm F-510

Temple  
19 North Main Street  
Temple, Texas 76501  
(254) 773-3731

**RICK N. KASBERG, P.E.**  
**R. DAVID PATRICK, P.E., CFM**  
**THOMAS D. VALLE, P.E.**  
**GINGER R. TOLBERT, P.E.**  
**ALVIN R. "TRAE" SUTTON, III, P.E., CFM**  
**JOHN A. SIMCIK, P.E., CFM**

Georgetown  
800 South Austin Avenue  
Georgetown, Texas 78626  
(512) 819-9478

May 2, 2022

Mr. Matthew Bates  
Director of Public Works  
City of Belton  
P.O. Box 120  
Belton, Texas 76513

RE: City of Belton  
2018 Water & Wastewater Improvements  
North East Street Water Improvements  
Professional Services Proposal  
Belton, Texas

Mr. Bates:

This letter proposal addresses your request for Kasberg, Patrick & Associates, LP (KPA) to provide Bidding Services for the North East Street Water Improvements (CDBG Project Number 7220021) from 2<sup>nd</sup> Avenue along North East Street to 5<sup>th</sup> Avenue and then toward North Penelope Street. The advertising will begin May 1, 2022, and the award of the construction contract is anticipated to be considered by the City Council on Tuesday, June 14, 2022.

The tasks that we will perform under this Bidding Phase are as follows:

1. Prepare the Notice to Bidders for the City Clerk to advertise the project.
2. E-mail the Notice to Bidders to potential Bidders.
3. Distribute bidding documents to potential Bidders.
4. Respond to requests for information by potential Bidders via addenda to the bidding documents.
5. Coordinate and conduct a non-mandatory Pre-bid Conference with potential Bidders followed by an Addendum summarizing the Pre-bid Conference and items discussed.
6. Attend the Bid Opening and provide a detailed bid summary of Bids received.
7. Provide an analysis of the bids received and develop a letter of recommendation for the award of the construction contract.
8. Finalize the Construction Documents ready for signatures, bonds and insurance.
9. Assemble all signed Bid Documents and distribute to the stakeholders.



Mr. Matthew Bates  
May 2, 2022  
Page Two

The above items will be completed for the Lump Sum amount of \$ 6,000.00 invoiced on a monthly basis as percentage of work completed. Work beyond this scope will take place only after authorized by the City of Belton in writing.

Sincerely,



Wm. Mack Parker, P.E.  
Project Manager

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

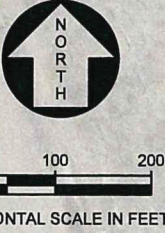
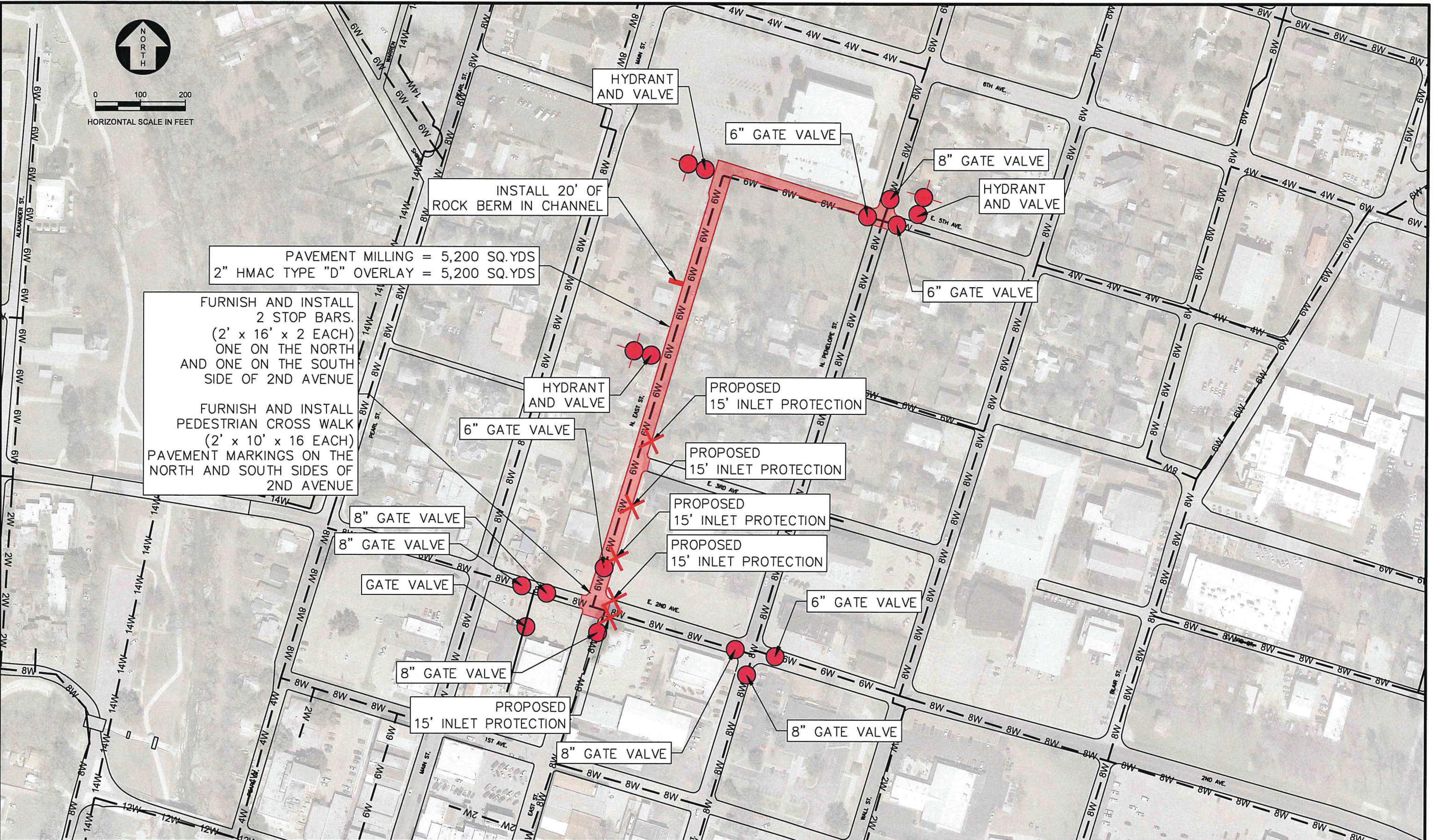
\_\_\_\_\_  
Matt Bates  
Director of Public Works

\_\_\_\_\_  
Sam A. Listi  
City Manager

\_\_\_\_\_  
Amy M. Casey  
City Clerk



FILE: P:\Belton\2017-166 2018 Water Wastewater\PLANS\VALVE LOCATION SHEET.dwg LAST SAVED: 4/25/2022 2:21:40 PM LAYOUT: Layout1



PAVEMENT MILLING = 5,200 SQ.YDS  
2" HMA TYPE "D" OVERLAY = 5,200 SQ.YDS

FURNISH AND INSTALL  
2 STOP BARS.  
(2' x 16' x 2 EACH)  
ONE ON THE NORTH  
AND ONE ON THE SOUTH  
SIDE OF 2ND AVENUE

FURNISH AND INSTALL  
PEDESTRIAN CROSS WALK  
(2' x 10' x 16 EACH)  
PAVEMENT MARKINGS ON THE  
NORTH AND SOUTH SIDES OF  
2ND AVENUE

NO.	DATE	REVISION	BY
© 2018 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510			

PROJECT NO. 2017-166  
DRAWN BY BVB  
DESIGNED BY Wm. Mack Parker, P.E.  
APPROVED BY *Wm. Mack Parker*  
DATE 4-25-22





**KASBERG, PATRICK & ASSOCIATES, LP**  
CONSULTING ENGINEERS  
TEMPLE, TEXAS 76501

**CITY OF BELTON, TEXAS**  
2018 WATER & WASTEWATER PROJECTS  
N. EAST STREET & 5TH AVE. WATER IMPROVEMENTS  
2nd AVENUE TO PENELOPE STREET

PAVEMENT MILLING & HMA OVERLAY LIMITS AND  
EXISTING WATER LINE & VALVE LOCATIONS

SHEET NO.  
**05** OF  
**32** SHEETS





# Staff Report – City Council Agenda Item

## Agenda Item #10

Consider authorizing the City Manager to execute an Interlocal Agreement with the Central Texas Council of Governments to administer a component of the American Rescue Plan Act of 2021 to provide Small Business Grants for Belton small businesses impacted by COVID-19 in the amount of \$850,000.

### Originating Department

Administration – Sam A. Listi, City Manager

### Summary Information

On March 22, 2022, Council approved Resolution 2022-14-R regarding the Allocation of Funding from the ARPA Act of 2021. As a result, we are proceeding to implement the components to deliver these funds into the Community. This item provides for an Interlocal Agreement with the Central Texas Council of Governments (CTCOG) to administer a grant program for the benefit of Belton small businesses which have been financially impacted by COVID-19. CTCOG agrees to carry out the Program with these parameters, in accordance with the attached ILA:

1. Eligible recipients must be a Belton small business currently in operation;
2. Must have fewer than 100 employees;
3. Must have a physical location in Belton city limits;
4. Must demonstrate a negative impact from COVID-19;
5. Maximum one-time assistance is \$20,000, with a minimum of \$5,000; and
6. Assistance is available for any business, including ones which received other relief funding.

Eligible expenses include capital expenditures such as building renovations, kitchen equipment, office furniture, and equipment, environmental remediation, façade improvements, and sanitary enhancements. Salaries and operating expenses are ineligible.

CTCOG has developed the attached application form for use in batching applications for review and recommendation by a City of Belton team comprised of Mayor (1), Council (2), and management staff (2). Recommendations will be developed and submitted to the entire Council for final approval. Funds must be spent by December 29, 2023.

Applications will open May 11, 2022 and close June 3, 2022.

### **Fiscal Impact**

\$850,000 of the \$5,676,185 is proposed for expenditure through this allocation. Previous commitments include \$1.2M for implementing the Compensation Study; \$100,000 used to pay delinquent City of Belton utility accounts in April 2022; \$300,000 for a range of support for housing and utilities being administered by the UWCT; and \$300,000 for Nutrition and Food Assistance Grants, also addressed on this agenda.

### **Recommendation**

Recommend authorizing the City Manager to execute an Agreement with the CTCOG to administer a component of the American Rescue Plan Act of 2021 to provide Small Business Grants for Belton small businesses impacted by COVID-19 in the amount of \$850,000.

### **Attachments**

Resolution 2022-14-R, including Exhibit A  
ILA with Central Texas Council of Governments  
Grant Application Form



## **RESOLUTION NO. 2022-14-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, ALLOCATING FUNDING RECEIVED FROM THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS, A PART OF THE AMERICAN RESCUE PLAN ACT OF 2021, TO CERTAIN PROJECTS IN RESPONSE TO THE COVID-19 PUBLIC HEALTH EMERGENCY**

---

**WHEREAS**, the American Rescue Plan Act of 2021 (ARPA) provided \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

**WHEREAS**, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program ensures that governments have the resources needed to fight the pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital public services, even amid declines in revenue; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and

**WHEREAS**, the City of Belton, Texas, will receive \$5,676,184.87 over a two-year period that must be obligated before December 31, 2024, and expended before December 31, 2026; and

**WHEREAS**, the City Council desires to assist a large portion of the community through direct financial assistance, grants to small businesses, investments in neighborhoods and infrastructure, and replacing lost revenue for the City of Belton;

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

**Part 1:** The facts and matters set forth in the preamble of this resolution are found to be true and correct.

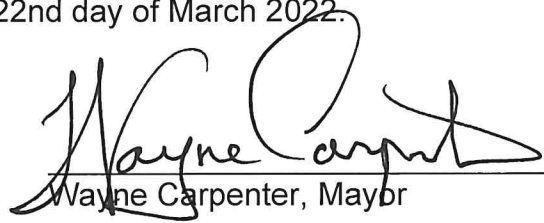
**Part 2:** All funds provided by the American Rescue Plan Act of 2021 shall be used in the amounts stated and for the projects listed in Exhibit 'A' that is attached hereto.

**Part 3:** The City Manager shall to the best of his ability facilitate the distribution of these funds in an efficient and timely manner through coordination with various entities as needed and creation of supporting programs if necessary.

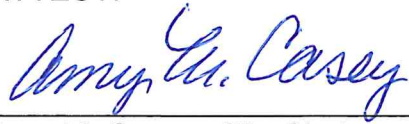
**Part 4:** In the event that excess or deficient funds have been allocated to a particular project, City Council shall direct the reallocation of ARPA funding for other eligible projects.

**Part 5:** This Resolution shall take effect upon adoption.

**PASSED AND APPROVED** this the 22nd day of March 2022.

  
Wayne Carpenter, Mayor

ATTEST:

  
Amy M. Casey, City Clerk



**EXHIBIT 'A'**  
**ALLOCATION OF FUNDING FROM THE AMERICAN RESCUE PLAN ACT OF 2021**

Allocation Amount	Spending Group	Spending Subgroup	Revised Project Overview	U.S. Treasury Spend Group	U.S. Treasury Spend Subgroup
\$ 1,200,000	Government Operations Investments	Government Employee Wages or Hiring	The 2022 compensation study revealed significant misalignment with civil service employees. These funds will be used to increase pay for government employees to maintain competitiveness. ARPA funds will be used in FY23 and possibly FY24.	Revenue Replacement	Provision of Government Services
\$ 400,000	Community Aid	Direct Payment or Subsidies	To aid those who have been impacted by the pandemic, ARPA funds will be used to pay delinquent account balances (\$100,000) for City of Belton residential customers as of the implementation date. The City will also partner with the United Way to establish a broad utility assistance program (\$300,000) for residents to use for other types of service.	Revenue Replacement	Provision of Government Services
\$ 300,000	Community Aid	Nutrition and Food Assistance	To aid those who have been impacted by the pandemic, the City will ask the United Way to facilitate a partnership with local nonprofit organizations to expand or maintain food distribution programs.	Revenue Replacement	Provision of Government Services
\$ 850,000	Economic and Workforce Development	Small Business Support	To mitigate financial hardship suffered by the small business community and tourism industry during the pandemic, the City will establish a grant program for business improvements. Applicants must demonstrate an impact from COVID; provide a budget for how funds will be spent; and provide receipts for work performed. To be considered, the business must have fewer than 100 employees and be independently owned and operated in Belton.	Revenue Replacement	Provision of Government Services
\$ 900,000	Community Aid	Other Community Aid	Investments in parks, public plazas, and other public outdoor recreation spaces promotes healthier living environments in disproportionately impacted communities. Bell County census tract 216.01 is considered a historically transportation-disadvantaged community. As such, this part of town has no access to parks and other recreational areas. ARPA funds could be used to construct a neighborhood park near the historic standpipe, along with hazard remediation to the standpipe itself.	Revenue Replacement	Provision of Government Services
\$ 500,000	Community Aid	Other Community Aid	Neighborhood revitalization includes the rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned property. ARPA funds could be used to rehabilitate and restore the vacant structure of the historical Mount Zion Methodist Church and surrounding area as a neighborhood investment.	Revenue Replacement	Provision of Government Services
\$ 1,526,185	Infrastructure	Streets	To fund government services that were lost due to the pandemic, ARPA funds will be used to construct or maintain infrastructure, including streets and sidewalks, within the City of Belton.	Revenue Replacement	Provision of Government Services

STATE OF TEXAS §

COUNTY OF BELL §

May 10, 2022 §

## **INTERLOCAL AGREEMENT**

### **BETWEEN THE CITY OF BELTON AND THE CENTRAL TEXAS COUNCIL OF GOVERNMENTS.**

**THIS INTERLOCAL AGREEMENT** is made and entered into this 10<sup>th</sup> day of May, 2022, by and between the City of Belton ("City"), acting by and through its governing body, and the Central Texas Council of Governments ("Council"), a regional planning commission, acting by and through its governing body.

**WHEREAS**, this Agreement is made under the authority of Chapter 791 of the Texas Government Code; and

**WHEREAS**, the City desires to utilize Council staff to act as administrator of the small business capital grant program and coordination of a scope of work; and

**WHEREAS**, the Council has indicated that it shall provide the desired services; and

**WHEREAS**, the City has determined that it is in the best interest of its capacity and operations that it enter into this Agreement,

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

#### **Section 1.**

The purpose of this Agreement is to establish the rights and duties of each party participating in this Agreement.

#### **Section 2.**

Unless otherwise terminated, the term of this Agreement shall begin on the date signed by both parties and shall continue in effect until June 30, 2022.



### **Section 3.**

Council has committed to provide the required administrative services to the City reflected in the attached Scope of Work. Copies of any and all documentation regarding the grant program will be batched and submitted to the City via a Dropbox application. Council shall not request compensation as EDA noncompetitive funds will be used to administer the functions under this ILA.

### **Section 4.**

The City Manager (the "City Official") is hereby authorized to perform all acts and to execute, acknowledge and deliver in the name, under the seal and on behalf of the City all agreements, reports, certifications, notices, consents and other documents, whether or not herein mentioned, as are necessary or desirable to carry out the terms and provisions of this Resolution.

### **Section 5.**

All notices from one party to another must be in writing and are effective when mailed or hand- delivered as follows:

**To CITY at:**

**Sam Listi  
City Manager, City of Belton  
City Hall  
333 Water Street  
PO Box 120  
Belton, Texas 76513**

**To COUNCIL at:**

**Jim Reed  
Executive Director  
Central Texas Council of  
Governments  
2180 North Main Street  
Belton, Texas 76513**

### **Section 6.**

This document constitutes the entire agreement concerning the agreed upon services. There are no oral representations, warranties, agreements or promises pertaining to this

Agreement that are not incorporated into this writing. This Agreement may only be amended in writing by signed agreement of all parties.

#### **Section 7.**

As required by Chapter 791 of the Texas Government Code, each party, in performing governmental functions hereunder, shall make performance or any payments from current revenues legally available to said party.

#### **Section 8.**

Nothing in the performance of this Agreement shall impose any liability for claims against the City or the Council, other than claims for which liability may be imposed by the Texas Tort Claims Act found in Civil Practices and Remedies Code, Chapter I Ol.

#### **Section 9.**

Each party to this Agreement is responsible for its own actions under this agreement and shall not be liable for any liability that may arise from the furnishing of the services of another party.

#### **Section 10.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

#### **Section 11.**

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set forth herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

This Agreement may be executed in any number of counterparts, each of which shall be considered original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.



Belton, Texas

Central Texas Council of Governments

---

Sam A. Listi, City Manager

---

Jim Reed, AICP, Executive Director

ATTEST:

ATTEST:

---

Amy M. Casey, City Clerk

---

Uryan Nelson, Planning Director

## **Scope of Work**

### **AMERICAN RESCUE PLAN ACT FUND OF 2021 BELTON SMALL BUSINESS GRANT PROGRAM CAPITAL IMPROVEMENT REIMBURSEMENT**

Small Business grant program administration and coordination of scope of work includes:

#### **Tasks**

- Develop plan for utilizing funds for a small business grant program
- Develop application process to be utilized for grant program (attached)
- Receive and batch all applications at an email provided by the council
- Provide batched applications to the city for review by funding committee appointed by the city in accordance with criteria below
- Provide additional technical assistance for activities associated with economic development

#### **Billing**

Total cost = \$0.00

#### **Grant Criteria**

The City of Belton is offering small business grants to assist with capital improvements and/or business enhancements that may be necessary due to negative impacts of COVID-19 totaling \$850,000.

Award Floor: \$5,000

Award Ceiling: \$20,000

\*up to \$20,000 may be awarded for each qualifying business based on funding availability

#### ***Eligibility:***

- Must be a locally owned, independent business, currently open and operating with an approved Certificate of Occupancy from the City of Belton.
- Must have 100 or fewer FTE (Full Time Equivalent) employees as of April 1, 2022.
- Must have a physical and publicly accessible location within Belton city limits in a commercial building or business district with a valid Certificate of Occupancy.
- Must demonstrate a negative impact from COVID-19.
- A small business that received other COVID-19 relief funding from Belton or



another entity is eligible but must include information about other funding received in the application.

- Non-Profits are eligible to apply.

***Ineligible Businesses:***

- Sexually Oriented Businesses
- Lobbying Organizations
- Tax Delinquent Businesses
- Political Organizations
- Short-Term Rental Companies
- Gambling Organizations
- Home-Based Businesses
- Food Trucks

***Eligible Expenses:***

- Capital Expenditures
  - Building Renovations
  - Kitchen Equipment
  - Office Furniture/Equipment
  - Environmental Remediation
  - Façade Improvements
  - PPE and Sanitation Supplies

***Ineligible Expenses:***

- Salaries
- Operating Expenses



**AMERICAN RESCUE PLAN ACT FUND OF 2021  
BELTON SMALL BUSINESS GRANT PROGRAM  
CAPITAL IMPROVEMENT REIMBURSEMENT**

**Grant Criteria**

The City of Belton is offering small business grants to assist with capital improvements and/or business enhancements that may be necessary due to negative impacts of COVID-19 totaling \$850,000.

Grant closes **June 3, 2022 at 5:00pm CST.**

Award Floor: \$5,000

Award Ceiling: \$20,000

\*up to \$20,000 may be awarded for each qualifying business based on funding availability

***Eligibility:***

- Must be a locally owned, independent business, currently open and operating with an approved Certificate of Occupancy from the City of Belton.
- Must have 100 or fewer FTE (Full Time Equivalent) employees as of April 1, 2022.
- Must have a physical and publicly accessible location within Belton city limits in a commercial building or business district with a valid Certificate of Occupancy.
- Must demonstrate a negative impact from COVID-19.
- A small business that received other COVID-19 relief funding from Belton or another entity is eligible but must include information about other funding received in the application.
- Non-Profits are eligible to apply.

***Ineligible Businesses:***

- Sexually Oriented Businesses
- Lobbying Organizations
- Tax Delinquent Businesses
- Political Organizations
- Short-Term Rental Companies
- Gambling Organizations
- Home-Based Businesses
- Food Trucks

***Eligible Expenses:***

- Capital Expenditures
  - Building Renovations
  - Kitchen Equipment



- Office Furniture/Equipment
- Environmental Remediation

- Façade Improvements
- PPE and Sanitation Supplies

***Ineligible Expenses:***

- Salaries
- Operating Expenses

### *Application Process*

**Applications will open on May 11, 2022, and close at 5 p.m. local time on June 3, 2022.**

Applicants must submit a complete application. All applications must be received by the deadline. Applications may be submitted via email or dropped off at City Hall (333 Water Street) addressed to Judy Garrett; email submittals preferred. Submit emailed applications to [BeltonSBG@ctcog.org](mailto:BeltonSBG@ctcog.org)

Direct questions to Anna Barge at [anna.barge@ctcog.org](mailto:anna.barge@ctcog.org) or via phone at 254-346-0308.

Complete applications will be batched by CTCOG staff weekly and sent to the City of Belton grant funding committee for review and recommendation to the Belton City Council for funding.

All funding will be reimbursement-based, and receipts will be necessary when submitting reimbursement requests.

All expenditures must be made after notification of award is made by the City of Belton to applicants. **NO** expenditures are authorized for reimbursement that are made prior to notification of award.

All expenditures must be incurred by **December 29, 2023** in order for grant recipient to provide supporting documentation by the City's deadline.



**City of Belton, Texas Small Business Grant Application  
Capital Improvement Reimbursement Program  
ARPA 2021**

**Name of Business:** \_\_\_\_\_

**Name of Owner(s):** \_\_\_\_\_

**Name of Applicant (if not an owner, please note your job title)** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_ (Street Address)

\_\_\_\_\_ (City), Texas \_\_\_\_\_ (Zip code)

**Is your business physically located within the city limits of Belton?** \_\_\_\_ Yes \_\_\_\_ No

**Type of Business: (ex.: retail, restaurant, spa)** \_\_\_\_\_

**How many full-time employees does your business employ at the current time?** \_\_\_\_\_

**Please explain any negative impacts experienced due to COVID-19. Please provide any documentation to support your answer. The documentation can be attached separately.**

---

---

---

---

**Please explain the planned use for project funds. Please include a budget and/or itemized list attached separately.**

---

---

---

---

---

**Please explain how the project or items will mitigate the impacts of Covid-19 on your business from an operational perspective.**

---

---

---

---

---

---

**Please explain the timeline for the requested funds to be used, including expected date of final request for reimbursement. (No later than December 29, 2023).**

---

---

---

---

---

---

**Please include the following documents:**

- Proof of negative financial impacts experienced and/or revenue decline through financial statements
- Current IRS Form W-9, signed and dated
- Previous COVID-19 support from City of Belton, Bell County, federal or state government



**City of Belton, Texas Small Business Grant Certification Page**  
**Capital Improvement Reimbursement Program**  
**ARPA 2021**

**Name of Business:**

\_\_\_\_\_

I, (First and Last Name) \_\_\_\_\_ certify that all information provided is accurate and fully reflects the business I represent. I understand that this application does not entitle my business to grant funding. If funded, I will submit the required documentation to City of Belton staff as required to be reimbursed. I will not purchase items before being notified of project award.

\_\_\_\_\_

Name

\_\_\_\_\_

Date

The Belton City Council and the Central Texas Council of Governments will endeavor to retain all submitted information on a confidential basis to the extent allowed by law.



# Staff Report – City Council Agenda Item

## Agenda Item #11

Consider authorizing the City Manager to execute a Memorandum of Understanding (MOU) with various agencies to administer a component of the American Rescue Plan Act of 2021 to provide Nutrition and Food Assistance Grants for Belton residents impacted by COVID-19 totaling \$300,000.

### Originating Department

Administration – Sam A. Listi, City Manager

### Summary Information

On March 22, 2022, Council approved Resolution 2022-14-R regarding the Allocation of Funding from the ARPA Act of 2021. As a result, we are proceeding to implement the components to deliver these funds into the Community. This item seeks Council authority for the City Manager to enter into a Memorandum of Understanding (MOU) with several agencies to address food insecurity for the benefit of Belton citizens who have been financially impacted by COVID-19.

We have gathered data on current needs of various agencies that provide Nutrition and Food Assistance directly. Through ongoing conversations and recent discussions, we evaluated which nutrition needs could be met with the use of these federal funds in a timely manner. The following four (4) agencies were interviewed and are recommended for funding:

- |                        |           |   |
|------------------------|-----------|---|
| • Helping Hands        | \$150,000 | Increase Food Pantry Services, Delivery, Equipment      |
| • Belton Senior Center | \$100,000 | Expand Grocery Pick-Up Program for Seniors              |
| • Meals on Wheels      | \$ 45,000 | Service Belton residents and expand to Belton wait list |
| • UMHB Food Pantry     | \$ 5,000  | Provide funding for student food insecurity             |

### Fiscal Impact

\$300,000 of the \$5,676,185 is proposed for expenditure through this allocation. Previous commitments include \$1.2M for implementing the Compensation Study; \$100,000 used to pay delinquent City of Belton utility accounts in April 2022; \$300,000 for a range of support for housing and utilities being administered by the UWCT; and \$850,000 proposed on this Council agenda to provide small business grants.

We recommend the Council authorize the City Manager to execute an MOU with each agency in these amounts for the stated purpose. Key characteristics of the MOU (see attachment) will include:



- The City of Belton will provide the authorized amount of funds in a single check.
- Agency agrees to spend funds as authorized.
- Clients will be Belton residents only.
- Agency will submit quarterly expenses to City of Belton until funds are exhausted.
- Funds must be spent by June 30, 2023.
- MOU to be signed by Agency representative and City Manager.

### **Recommendation**

Recommend authorizing the City Manager to execute an MOU with these four agencies to provide Nutrition and Food Assistance Grants from ARPA 2021 funds to Belton residents impacted by COVID-19 totaling \$300,000.

### **Attachments**

Original Council Resolution, 2022-14-R, including Exhibit A  
Summary of Recommended Allocation for Nutrition and Food Assistance  
Proposed MOU between City/Agency

## **RESOLUTION NO. 2022-14-R**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, ALLOCATING FUNDING RECEIVED FROM THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS, A PART OF THE AMERICAN RESCUE PLAN ACT OF 2021, TO CERTAIN PROJECTS IN RESPONSE TO THE COVID-19 PUBLIC HEALTH EMERGENCY**

---

**WHEREAS**, the American Rescue Plan Act of 2021 (ARPA) provided \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

**WHEREAS**, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program ensures that governments have the resources needed to fight the pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital public services, even amid declines in revenue; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and

**WHEREAS**, the City of Belton, Texas, will receive \$5,676,184.87 over a two-year period that must be obligated before December 31, 2024, and expended before December 31, 2026; and

**WHEREAS**, the City Council desires to assist a large portion of the community through direct financial assistance, grants to small businesses, investments in neighborhoods and infrastructure, and replacing lost revenue for the City of Belton;

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

**Part 1:** The facts and matters set forth in the preamble of this resolution are found to be true and correct.

**Part 2:** All funds provided by the American Rescue Plan Act of 2021 shall be used in the amounts stated and for the projects listed in Exhibit 'A' that is attached hereto.

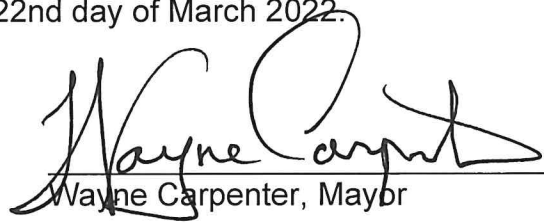
**Part 3:** The City Manager shall to the best of his ability facilitate the distribution of these funds in an efficient and timely manner through coordination with various entities as needed and creation of supporting programs if necessary.

**Part 4:** In the event that excess or deficient funds have been allocated to a particular project, City Council shall direct the reallocation of ARPA funding for other eligible projects.

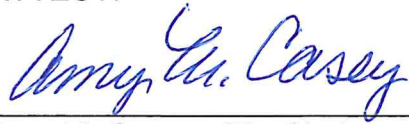


**Part 5:** This Resolution shall take effect upon adoption.

**PASSED AND APPROVED** this the 22nd day of March 2022.

  
Wayne Carpenter, Mayor

ATTEST:

  
Amy M. Casey, City Clerk

**EXHIBIT 'A'**  
**ALLOCATION OF FUNDING FROM THE AMERICAN RESCUE PLAN ACT OF 2021**

Allocation Amount	Spending Group	Spending Subgroup	Revised Project Overview	U.S. Treasury Spend Group	U.S. Treasury Spend Subgroup
\$ 1,200,000	Government Operations Investments	Government Employee Wages or Hiring	The 2022 compensation study revealed significant misalignment with civil service employees. These funds will be used to increase pay for government employees to maintain competitiveness. ARPA funds will be used in FY23 and possibly FY24.	Revenue Replacement	Provision of Government Services
\$ 400,000	Community Aid	Direct Payment or Subsidies	To aid those who have been impacted by the pandemic, ARPA funds will be used to pay delinquent account balances (\$100,000) for City of Belton residential customers as of the implementation date. The City will also partner with the United Way to establish a broad utility assistance program (\$300,000) for residents to use for other types of service.	Revenue Replacement	Provision of Government Services
\$ 300,000	Community Aid	Nutrition and Food Assistance	To aid those who have been impacted by the pandemic, the City will ask the United Way to facilitate a partnership with local nonprofit organizations to expand or maintain food distribution programs.	Revenue Replacement	Provision of Government Services
\$ 850,000	Economic and Workforce Development	Small Business Support	To mitigate financial hardship suffered by the small business community and tourism industry during the pandemic, the City will establish a grant program for business improvements. Applicants must demonstrate an impact from COVID; provide a budget for how funds will be spent; and provide receipts for work performed. To be considered, the business must have fewer than 100 employees and be independently owned and operated in Belton.	Revenue Replacement	Provision of Government Services
\$ 900,000	Community Aid	Other Community Aid	Investments in parks, public plazas, and other public outdoor recreation spaces promotes healthier living environments in disproportionately impacted communities. Bell County census tract 216.01 is considered a historically transportation-disadvantaged community. As such, this part of town has no access to parks and other recreational areas. ARPA funds could be used to construct a neighborhood park near the historic standpipe, along with hazard remediation to the standpipe itself.	Revenue Replacement	Provision of Government Services
\$ 500,000	Community Aid	Other Community Aid	Neighborhood revitalization includes the rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned property. ARPA funds could be used to rehabilitate and restore the vacant structure of the historical Mount Zion Methodist Church and surrounding area as a neighborhood investment.	Revenue Replacement	Provision of Government Services
\$ 1,526,185	Infrastructure	Streets	To fund government services that were lost due to the pandemic, ARPA funds will be used to construct or maintain infrastructure, including streets and sidewalks, within the City of Belton.	Revenue Replacement	Provision of Government Services



**City of Belton, Texas**  
**American Rescue Plan Act 2021**  
***Nutrition and Food Assistance Grants***

**Helping Hands**

Alicia Jallah, Executive Director

254-939-7355

[alicia@helpinghandsbelton.org](mailto:alicia@helpinghandsbelton.org)

Increase food pantry services to meet a greater need to include expanded items available, mobile food pantry and delivery, equipment.

**\$150,000**

**Belton Senior Center**

Judy Owens

254-939-1170

[activities@beltonseniorcenter.org](mailto:activities@beltonseniorcenter.org)

Grocery - Pick Up program for seniors

**\$100,000**

**Meals on Wheels**

Ashely Johnson, Interim Director (as of 05/10/22)

[ajohnson@hccaa.com](mailto:ajohnson@hccaa.com)

(325) 372-5167 ext. 226

Service individuals on the Belton wait list and expand services to Belton Residents

**\$45,000**

**UMHB Food Pantry *The Source***

Dr. Rebecca O'Banion, VP of Advancement

[robanion@umhb.edu](mailto:robanion@umhb.edu)

254-295-4603

Increased food pantry services for students

**\$5,000**

**Total**

**\$300,000**

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**CITY OF BELTON (COB) and \_\_\_\_\_**

**AMERICAN RESCUE PLAN ACT OF 2021**  
**NUTRITION AND FOOD ASSISTANCE GRANTS**

Thank you for the opportunity to work together to serve the residents of Belton who have been financially impacted by COVID-19. The agreement below between the COB and \_\_\_\_\_ outlines the responsibilities for disbursement and reporting for the \$\_\_\_\_\_ the City of Belton has agreed to provide to your agency.

**The City of Belton agrees to the following:**

- The City of Belton will provide the authorized amount of funds in a single check.
- COB will monitor performance through quarterly expense reports from the Agency.

\_\_\_\_\_ **agrees to the following:**

- Agency agrees to spend funds as authorized.
- Clients will be Belton residents only.
- Agency will submit quarterly expenses to City of Belton until funds are exhausted.
- Funds must be spent by June 30, 2023.
- MOU will be signed by Agency representative and City Manager.
- At the completion of the program, any funds remaining will be returned to the City of Belton.
- Agency will not collect an administrative fee.

Agreed upon by:

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sam Listi, City Manager, City of Belton

\_\_\_\_\_  
Date



# Staff Report – City Council Agenda Item



## Agenda Item #12

Receive a presentation on logo design for the new elevated water storage tank and choose the preferred design.

### Originating Department

Public Works – Matt Bates, Director of Public Works

### Summary Information

*\*\* From September 14<sup>th</sup>, 2021, EST Bid Award Staff Report.*

*"Logo Design Options:*

*Included in the contract were two logo design options previously presented to City Council for consideration in 2018. **We have included the additive alternate logo design due to the relatively low cost associated with the work. This will provide City Council with flexibility on logo design.** The base bid design would allow for a consistent look and a single color with the two existing elevated storage tanks in our city. Logos which include more color and detail such as the alternate logo, will be more costly when maintenance and repainting is needed."*

City Council awarded the construction of the North Belton EST to Phoenix contractors on September 14<sup>th</sup>, 2021. At that time, City Council selected the add alternate logo (an additional \$1,600) when awarding the bid. That decision enabled City Council future flexibility as there would not be a cost increase (and possibly even savings) when making a final selection. Staff informed City Council that they would bring the logo selection back at a future date for final approval.

The tank portion of the EST project is due to begin construction in June 2022, which will include the tank plates being welded together and the paint/logo being added. With the painting of the logo being imminent, staff is bringing forward the logo design options for a final decision so that the contractor can begin preparing the necessary materials to complete this portion of the job.

### Fiscal Impact

*Add Alt Logo: No cost.*

*Base Bid Logo: \$1,600 reduction in contract price. By selecting the base bid logo, the City is eligible for a deductive change order.*

**Recommendation**

None

**Attachments**

Water Tank Logo Options

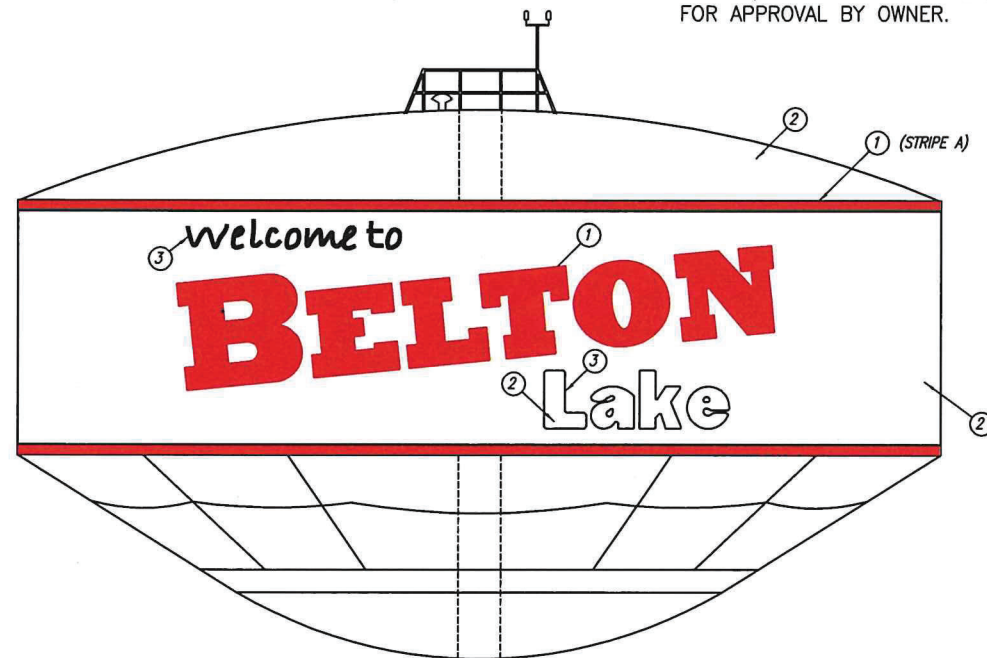


P:\Belton\2016\2016-136 N Belton EST and WLTANK\CAD\PLANS\SITE PLAN.dwg - #.08

ITEM	COLOR NAME	*TNEMEC COLOR
1	CANDY APPLE RED	06SF
2	CLOUD	57BR
3	BLACK	

NOTES:

1. THE LETTERING/LOGO SHALL BE TNEMEC SERIES 700-COLOR HYDROFLON APPLIED AT 2.0 TO 3.0 DRY MILS.
2. THE CONTRACTOR SHALL SUBMIT SCALED, DIMENSIONED DRAWINGS FOR APPROVAL BY OWNER.



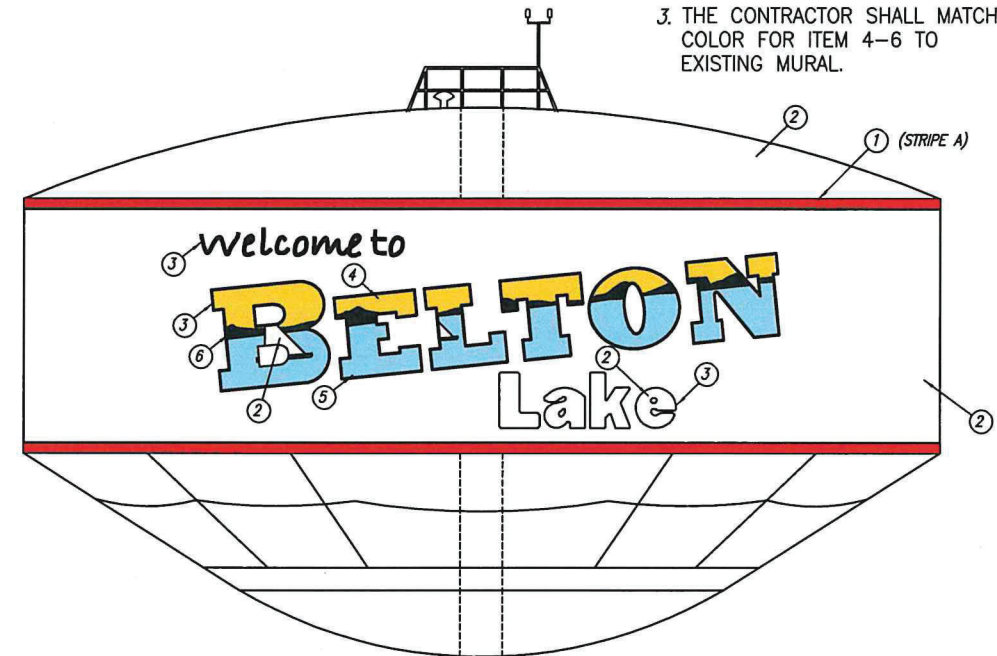
**BASE BID LOGO**

NOT TO SCALE

ITEM	COLOR NAME	*TNEMEC COLOR
1	CANDY APPLE RED	06SF
2	CLOUD	57BR
3	BLACK	
4	SKY	
5	WATER	
6	LAND	

NOTES:

1. THE LETTERING/LOGO SHALL BE TNEMEC SERIES 700-COLOR HYDROFLON APPLIED AT 2.0 TO 3.0 DRY MILS.
2. THE CONTRACTOR SHALL SUBMIT SCALED, DIMENSIONED DRAWINGS FOR APPROVAL BY OWNER.
3. THE CONTRACTOR SHALL MATCH COLOR FOR ITEM 4-6 TO EXISTING MURAL.



**ALTERNATIVE BID LOGO**

NOT TO SCALE



**EXISTING MURAL**

NO.	DATE	REVISION	BY
1			

©2019 Kasberg, Patrick & Associates, LP  
KPA Firm Registration Number F-510

Plot Date: Jul 02, 2019 - 8:33am  
Plotted By: JCHANDLER

PROJECT NO.	2016-136
DRAWN BY	Jared A. Chandler
DESIGNED BY	Ginger R. Tolbert, P.E.
APPROVED BY	Ginger R. Tolbert
DATE	7/2/19



**KASBERG, PATRICK & ASSOCIATES, LP**  
CONSULTING ENGINEERS  
TEMPLE, TEXAS 76501

<b>CITY OF BELTON, TEXAS</b> NORTH BELTON 1,000,000 GALLON COMPOSITE
ELEVATED STORAGE TANK PROPOSED LOGOS

SHEET NO. **P-08**  
OF **13**

# Staff Report – City Council Agenda Item



## Agenda Item #13

Consider authorizing the Executive Director of the Belton Economic Development Corporation to execute a contract for the sale of 10 acres on Digby Drive to Bell McKinnon Properties, 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 Bell McKinnon Properties, LLC. to purchase 10 acres in the Belton Business Park. The sale of property will facilitate the location of Glass Expanse to the Belton Business Park. The offer presented reflects a sales price of \$578,400. Additionally, it is anticipated that BEDC will offer incentives to offset some value of the land, based on job creation and capital investment. This value will be formalized in an incentive agreement forthcoming.

The terms of the contract provide for a 90-day feasibility period, with the option to extend up to three additional 30-day periods. The extension fee of \$5,000 per period will be applied to the closing and will be non-refundable. Buyer will pay for cost of platting if the sale does not close. Additionally, BEDC will pay a 6% commission.

Upon the sale of property, the use will remain light industrial and will be utilized for the relocation of a manufacturing facility in Belton. Site development is subject to the Restrictive Covenants for Phase II of the Belton Business Park and the City of Belton Design Standards.

The BEDC Board of Directors met on Tuesday, May 3rd, and supports the sale of property to Bell McKinnon Properties, LLC as per the terms of the contract. A meeting of the Board will be held on May 10, 2022, to formally approve the contract. Staff recommends the approval of the contract as presented.

### Fiscal Impact

The sale of property will generate an estimated \$543,696 in revenues minus incentives offered towards the land. BEDC's obligation for the commission is 6% of sales at \$34,704.

Amount: \$543,696

Budgeted: ☐ Yes ☒ No

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

**Recommendation**

The BEDC Board and staff recommend City Council authore the BEDC Executive Director to execute a contract for the sale of 10 acres on Digby Drive to Bell McKinnon Properties, LLC.

**Attachments**

Contract for Sale of Property





## COMMERCIAL CONTRACT - UNIMPROVED 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. 2021

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: **P.O. Box 1388, Belton, TX 76513**

Phone: **(254)770-2270**

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

Fax:

Other:

Buyer: **Bell Mckinnon Properties, LLC**

Address: **P.O. Box 332, Troy, TX 76579**

Phone: **(254)654-1804**

E-mail: **adam@glassexpanse.com**

Fax:

Other:

### 2. PROPERTY:

- A. "Property" means that real property situated in **Bell** County, Texas at **10 acres north of Digby Drive, Belton, Texas**

(address) and that is legally described on the attached Exhibit \_\_\_\_\_ or as follows:

**10 acres, situated in the Lewis Walker Survey, A-860, Bell County, Texas, and being all of that certain 6 acres designated as Lot 1, Block 1 Belton Business Park, Phase IV, an addition in the City of Belton, Bell County, Texas, according to the plat thereof recorded under Instrument No. 2018-180, Official Records, Bell County, Texas, together with 4 acres to be surveyed out of the remainder of Block 4, Belton Business Park, Phase II, an addition in the City of Belton, Bell County, Texas. Continued... See Addendum Property Description 1**

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

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

*(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.)*

### 3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing ..... \$ **578,400.00**

(2) Sum of all financing described in Paragraph 4 ..... \$ **TBD**

(3) Sales price (sum of 3A(1) and 3A(2)) ..... \$ **578,400.00**

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☒ (1) The sales price will not be adjusted based on a survey.  
☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ \_\_\_\_\_ per:

☐ (i) square foot of ☐ total area ☐ net area;

☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;

☐ (ii) rights of way and easements other than those that directly provide utility services to the Property; and

☐ (iii) \_\_\_\_\_

(c) If the sales price is adjusted by more than \_\_\_\_\_ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within \_\_\_\_\_ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☒ A. Third Party Financing: One or more third party loans in the total amount of \$ \_\_\_\_\_.

This contract:

☒ (1) is 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 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 \$ **\$10,000.00** as earnest money with **Monteith Abstract and Title Company** (title company) at **106 S East St, Belton, TX 76513** (address) \_\_\_\_\_ (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 AND SURVEY:

### 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 20 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 30 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 20 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 20 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. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a 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 of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

## 7. 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: See Addendum to Commercial Contract - Unimproved Property attached hereto and made a part hereof.
- 
- 

- B. Feasibility Period: Buyer may terminate this contract for any reason within 90 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) 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.

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

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☒ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☒ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☒ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☒ (e) plats of the Property;
- ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) The foregoing Property Information shall be delivered by Seller to Buyer to the extent such information is currently in the possession or control of Seller.

- (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 advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) 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: DB Commercial Real Estate

Cooperating Broker: \_\_\_\_\_

Agent: \_\_\_\_\_

Agent: \_\_\_\_\_

Address: 6 South 1st Street  
Temple, Texas 76501

Address: \_\_\_\_\_

Phone & Fax: (254)771-5959

Phone & Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

License No.: \_\_\_\_\_

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:  
☒ 6.000 % of the sales price.

Cooperating Broker a total cash fee of:  
☐ \_\_\_\_\_ % of the sales price.

The cash fees will be paid in Bell 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 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) an assignment of all leases to or on the Property;
  - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
  - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
  - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;
  - (4) sign an assumption of all leases then in effect; and
  - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

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

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

**See Addendum to Commercial Contract - Unimproved Property attached hereto and made a part hereof.**

**See "As Is Language" attached hereto and made a part hereof.**

**13. SALES EXPENSES:**

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

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

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

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

**14. PRORATIONS:**

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. 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 the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.



~~G. **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(3) 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. CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or

(2) Buyer and the sales price will not be reduced.

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

**18. ESCROW:**

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.



- 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 condition on the Property that violates any law or ordinance.

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

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

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

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



## 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 Financing Addendum (TXR-1931);
  - ☐ (3) Commercial Property Condition Statement (TXR-1408);
  - ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
  - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
  - ☐ (6) Addendum for Coastal Area Property (TXR-1915);
  - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
  - ☐ (8) Information About Brokerage Services (TXR-2501);
  - ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
  - ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
  - ☐ (11) See Addendum to Commercial Contract - Unimproved Property attached hereto and made a part hereof; See "As Is Language" attached hereto and made a part hereof.

*(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 obligations and liability of Buyer under this contract.

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

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receives 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 of the 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. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. 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: N/A.
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

**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 May 20, 2022, 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:** Bell Mckinnon Properties, LLC

By: Cynthia Hernandez

By (signature): \_\_\_\_\_

Printed Name: Cynthia Hernandez

Title: Executive Director

By: Adam Conley

By (signature): \_\_\_\_\_

Printed Name: Adam Conley

Title: Managing Member

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: Neale Potts

Buyer's attorney: Annette Farmer

Address: 118 S. East St

Address: 10 North 2nd St.

Belton, Texas

Temple TX 76501

Phone & Fax: (254)939-1818

Phone & Fax: (254)233-2700

E-mail: \_\_\_\_\_

E-mail: annette.farmer@westwebb.law

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: \_\_\_\_\_



## ADDENDUM

PROPERTY: 10 acres north of Digby Drive, Belton, Texas,

### 1) Property Description

County, Texas, according to the plat thereof recorded in Cabinet C, Slide 271-D....See Addendum

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

## Addendum

### Addendum to Commercial Contract – Unimproved Property

This Addendum is made a part of and incorporated into that certain **Commercial Contract – Unimproved Property** (the “**Contract**”) by and between **BELTON ECONOMIC DEVELOPMENT CORPORATION**, as Seller, and **BELL MCKINNON PROPERTIES, LLC**, as Buyer, for the purchase of 10 acres of real property situated in Belton, Bell County, Texas.

1. **Property**. The Property as described in paragraph 2 of the Contract is more fully depicted on **Exhibit “A”** attached hereto.
2. **Platting**. Prior to the Closing Date, as a condition to Buyer’s obligation to close, Seller, at Seller’s expense, will obtain a plat of the Property as a single lot (“**Plat**”) in order to create a lawful subdivision. Buyer and Seller consent and agree that: (a) the legal description designated by the Plat will be substituted for the legal description of the Property as described in paragraph 2 of the Contract; and (b) any easements required to be granted on the Property in connection with the creation of the Plat will constitute Permitted Exceptions to the title policy to be issued to Buyer at Closing. Within thirty (30) days after the Effective Date, Seller will provide a copy of the proposed Plat to Buyer for its approval, which will not be unreasonably withheld, conditioned or delayed. Buyer will provide its approval or disapproval within ten (10) business days after delivery of the proposed Plat. If the Seller subsequently initiates changes to the proposed Plat or the City of Belton requires changes to the proposed Plat, Seller will provide Buyer with notice of such changes for Buyer’s approval, which will not be unreasonably withheld, conditioned or delayed. Buyer will provide its approval or disapproval within five (5) business days after delivery of the proposed changes. If Buyer fails to notify Seller of its approval or disapproval within the ten (10) or five (5) day periods, as applicable, the proposed Plat or Plat changes, as applicable, will be deemed approved by Buyer. After final approval and signing of the Plat by Buyer, Seller, and the City of Belton, the Plat will not be recorded until such time as Buyer acknowledges in writing that there remain no further conditions to Closing other than recordation of the Plat. Notwithstanding the foregoing, in the event Buyer does not close on the purchase of the Property for any reason other than a Seller default hereunder, Buyer shall reimburse Seller for the actual costs Seller has incurred in obtaining the Plat in an amount up to, but not to exceed, \$6,000.00 within ten (10) days following receipt of written notice from Seller. The provisions of this paragraph shall survive the Closing or any earlier termination of the Contract.
3. **City Council Approval**. The rights and obligations of the parties hereunder shall be contingent on and specifically conditioned upon Seller obtaining approval of the Contract from the Belton City Council. Seller will initiate the process of obtaining that approval immediately upon the execution of the Contract.
4. **Automatic Extension of Closing Date**. Notwithstanding the closing date identified in Paragraph 10.A. of the Contract (the “**Closing Date**”), in the event that the Plat has not been fully approved and ready for recordation as of the Closing Date (“**Plat Approval**”), the Closing shall be automatically extended until the date that is fifteen (15) days after the date Buyer receives notice from Seller that it has obtained Plat Approval, but in no event shall Closing be extended beyond November 30, 2022 (the “**Outside Closing Date**”). Buyer’s obligation to close on the purchase of the Property is contingent upon Seller obtaining Plat Approval by the Outside Closing Date. Failure by Seller to obtain Plat Approval by the Outside Closing Date shall constitute a Seller default hereunder entitling Buyer to terminate the Contract and receive a return of all earnest money. The provisions of this paragraph shall survive the Closing or any earlier termination of the Contract.
5. **Feasibility Period Extension**. If Buyer is unable to satisfy the contingencies and/or conditions precedent of the Contract within ninety (90) days after the Effective Date (“**Feasibility Period**”), or if applicable, survey, permits, or any other matters do not meet with Buyer’s approval or if they disclose matters that make the Property unsuitable for the purposes stated in the Contract, Buyer may provide written notice of exercise of an extension option to Seller and deposit in escrow with the Title Company the sum of Five Thousand Dollars (\$5,000.00) as additional earnest money for the extension of the Feasibility Period by an additional thirty (30) days (the “**First Extension Period**”). Prior to the expiration



of the First Extension Period, if the Contract has not been terminated as otherwise provided herein and if Buyer is not then in default under the Contract, Buyer may provide written notice of exercise of an extension option to Seller and deposit in escrow with Title Company the sum of Five Thousand Dollars (\$5,000.00) as additional earnest money for the extension of the Feasibility Period, as extended, by an additional thirty (30) day period (the "**Second Extension Period**"). Prior to the expiration of the Second Extension Period, if the Contract has not been terminated as otherwise provided herein and if Buyer is not then in default under then Contract, Buyer may provide written notice of exercise of an extension option to Seller and deposit in escrow with Title Company the sum of Five Thousand Dollars (\$5,000.00) as additional earnest money for the extension of the Feasibility Period, as extended, by an additional thirty (30) day period (the "**Third Extension Period**"). The First Extension Period, the Second Extension Period, and the Third Extension Period are each an "**Extension Period**." No payment under this paragraph shall be refundable to Buyer under any circumstances, except in the event that Buyer terminates the Contract in accordance with its rights hereunder due to a default by Seller. The amounts delivered to the Title Company under this paragraph are to be credited to the sales price only upon closing of the sale of the Property pursuant to the Contract.

6. **Repurchase Option.** Provided it does not interfere with Buyer's ability to obtain requisite financing, as determined by Buyer, in its reasonable discretion, prior to the expiration of the Feasibility Period, Buyer and Seller shall agree on the terms, conditions and form of a repurchase option to be executed by the parties at closing (the "**Repurchase Option**") by which Seller will have the right, for a period of ninety (90) days, to repurchase the Property if Buyer fails to commence construction at the Property in accordance with the Development Purpose (as defined herein) within eighteen (18) months following the Closing Date. If Seller elects to exercise the Repurchase Option, the purchase price to be paid by Seller for the Property shall be the actual sales price paid by Buyer to purchase the Property pursuant to the Contract. The parties hereby agree that the Repurchase Option shall not be recorded.

For purposes of this paragraph 6, Buyer shall be deemed to have commenced construction at the Property if Buyer has begun any site work at the Property, including, grading, surfacing, or any movement or excavation of dirt and soils in connection with the construction process. As used herein, "**Development Purpose**" shall mean a building or buildings encompassing not less than approximately 30,000 square feet of warehouse space, office space, and related surface parking or other parking facilities.

7. **Conflict.** In the event of a conflict between the terms of the Contract and the terms of this Addendum, the terms of this Addendum shall control.
8. **Assignment.** Notwithstanding anything contained in the Contract to the contrary, Buyer may assign the Contract only with the prior written consent of Seller's Board of Directors, which consent shall not be unreasonably withheld, conditioned or delayed. If Buyer assigns the Contract, Buyer will be relieved of any future liability under the Contract only if the assignee assumes, in writing, all obligations and liabilities of Buyer under the Contract.
9. **Contract Effective Date.** This Addendum is executed contemporaneous with the Contract and shall have the same effective date as the Contract.
10. **Counterparts, Faxes and Emails.** The parties may execute this Addendum in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. Whenever any determination is to be made or action to be taken on a date specified in this Addendum or the Contract, if such date shall fall upon a Saturday, Sunday or holiday observed in the State of Texas, the date for such determination or action shall be extended to the first business day immediately thereafter. A tele-copied, faxed or emailed facsimile of a duly executed counterpart of this Addendum shall be sufficient to evidence the binding agreement of each party to the terms hereof.

[Signatures appear on the following pages. There is nothing further on this page.]

**SELLER:**

BELTON ECONOMIC DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Cynthia Hernandez, Executive Director

Date: \_\_\_\_\_

**BUYER:**

BELL MCKINNON PROPERTIES, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Adam Conley, Managing Member

Date: \_\_\_\_\_



**Exhibit "A"**

**Property Depiction**

[Attached]



## EXHIBIT A

CH

[AC]

**"As Is, Where Is"**

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER'S REPRESENTATIONS TO BUYER SET FORTH IN PARAGRAPH 19 OF THE SALE CONTRACT.

THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

AFTER THE CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

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

A handwritten signature in black ink, consisting of a stylized 'A' followed by a horizontal line.