

City of Belton, Texas

City Council Meeting Agenda Tuesday, June 28, 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 Craig Pearson.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Fire Chief Jon Fontenot.

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

Invocation. The Invocation will be given by Councilmember Dan Kirkley.

- Call to order.
- 2. Public Comments.

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

Consent Agenda

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

3. Consider minutes of June 14, 2022, City Council Meeting.

4. Consider an amendment to the Interlocal Agreement with Belton ISD for the School Resource Officer Program to add an additional school resource officer.

Planning and Zoning

- 5. Z-22-17 Hold a public hearing and consider a zoning change from Agricultural (Ag) to Planned Development Multiple Family District (PD MF) on approximately 18.168 acres located at 5890 Toll Bridge Road.
- 6. Z-22-19 Hold a public hearing and consider a zoning change from Agricultural to Mobile Home District on approximately 6.422 acres located at 2061 Circle Oak Loop.
- 7. Z-22-21 Hold a public hearing and consider a zoning change from Planned Development Single Family-1 Zoning District to Planned Development Single Family-1 Zoning District with a Specific Use Permit for an Accessory Dwelling Unit on approximately 0.928 acres located at 517 E. 25th Avenue.
- 8. Z-22-22 Hold a public hearing and consider a zoning change from Agricultural (A) to Planned Development Commercial-1 (PD-C-1) District on approximately 15.836 acres located at 2406 Lake Road, generally located west of FM 2271 and east of Sparta Road to establish an RV Park.
- 9. Z-22-23 Hold a public hearing and consider a zoning change from Heavy Industrial to Heavy Industrial with a Specific Use Permit for the Placement of an Electronic Changeable Sign on approximately 0.269 acres located at the northeast intersection of E. 6th Avenue and Taylors Valley Road and described as Belton Terrace Addition, Block 2, Lot 1.
- 10.P-21-25 Consider a final plat for the Preserve at Nolan Creek, comprising of 2.841 acres, located at 710 Shine Street, south of West 8th Avenue and north of West 7th Avenue.
- 11. Hold a public hearing and consider approval of an amendment to the Belton Thoroughfare Plan related to S. Tollbridge Road, from the Lampasas River to Elmer King Road.

<u>Miscellaneous</u>

- 12. Consider a resolution adopting the Imagine Belton Plan.
- 13. Consider authorizing the award of small business grants funded by the American Rescue Plan Act of 2021 for Belton small businesses impacted by COVID-19 in the total amount of \$850,000.

14. Consider authorizing the BEDC Executive Director to execute a contract for the sale of 19.23 acres in the Belton Business Park to Tradition Land, LLC.

Budget

- 15. Conduct a work session on FY2023 budget considerations including, but not limited to, the following funds:
 - A. General Fund
 - B. Debt Service Fund
 - C. Information Technology Fund
 - D. Building Maintenance Fund
 - E. Hotel/Motel Tax Fund
 - F. Tax Increment Reinvestment Zone (TIRZ) Fund
 - G. Belton Economic Development Corporation (BEDC) Fund

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.



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OFFICE OF THE CITY MANAGER

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Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Fire Chief Jon Fontenot.

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

Invocation. The Invocation will be given by Councilmember Dan Kirkley.

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3. Consider minutes of June 14, 2022, City Council Meeting.

A copy of the minutes is attached. Recommend approval.

4. <u>Consider an amendment to the Interlocal Agreement with Belton ISD for the School Resource Officer Program to add an additional school resource officer.</u>

See Staff Report from Assistant City Manager/Chief of Police Gene Ellis. Recommend approval of the amendment to the agreement with BISD for SROs.

Planning and Zoning

5. Z-22-17 Hold a public hearing and consider a zoning change from Agricultural (Ag) to Planned Development - Multiple Family District (PD - MF) on approximately 18.168 acres located at 5890 Toll Bridge Road.

See Staff Report. At its meeting on June 21, 2022, the Planning and Zoning Commission voted 5-2 to recommend approval of this item. Staff has reservations about this recommendation, reflected in the report.

6. <u>Z-22-19 Hold a public hearing and consider a zoning change from Agricultural to Mobile Home District on approximately 6.422 acres located at 2061 Circle Oak Loop.</u>

See Staff Report from Planner Tina Moore. At its meeting on June 21, 2022, the Planning and Zoning Commission unanimously recommended postponement of this item until their next meeting in favor of a Planned Development zoning to establish a maximum density for the park, and Staff concurs. Council action is needed to postpone this item to the July 26, 2022, Council meeting.

7. Z-22-21 Hold a public hearing and consider a zoning change from Planned Development – Single Family-1 Zoning District to Planned Development – Single Family-1 Zoning District with a Specific Use Permit for an Accessory Dwelling Unit on approximately 0.928 acres located at 517 E. 25th Avenue.

See Staff Report from Planner Tina Moore. At its meeting on June 21, 2022, the Planning and Zoning Commission unanimously recommended approval of this item, and Staff concurs.

8. Z-22-22 Hold a public hearing and consider a zoning change from Agricultural (A) to Planned Development - Commercial-1 (PD-C-1) District on approximately 15.836 acres located at 2406 Lake Road, generally located west of FM 2271 and east of Sparta Road to establish an RV Park.

See Staff Report from Planner Tina Moore. At its meeting on June 21, 2022, the Planning and Zoning Commission voted 5-2 to recommend disapproval of this item

with prejudice, and Staff concurs. Staff recommends this item be postponed to the July 12, 2022, Council meeting. Council action will be required for the postponement.

9. Z-22-23 Hold a public hearing and consider a zoning change from Heavy Industrial to Heavy Industrial with a Specific Use Permit for the Placement of an Electronic Changeable Sign on approximately 0.269 acres located at the northeast intersection of E. 6th Avenue and Taylors Valley Road and described as Belton Terrace Addition, Block 2, Lot 1.

See Staff Report from Planner Tina Moore. At its meeting on June 21, 2022, the Planning and Zoning Commission unanimously recommended approval of this item, and Staff concurs.

10. P-21-25 Consider a final plat for the Preserve at Nolan Creek, comprising of 2.841 acres, located at 710 Shine Street, south of West 8th Avenue and north of West 7th Avenue.

See Staff Report from Planner Tina Moore. At its meeting on June 21, 2022, the Planning and Zoning Commission unanimously recommended approval of this item, and Staff concurs.

11. Hold a public hearing and consider approval of an amendment to the Belton Thoroughfare Plan related to S. Tollbridge Road, from the Lampasas River to Elmer King Road.

See Staff Report from Director of Planning Bob van Til. At its meeting on June 21, 2022, the Planning and Zoning Commission recommended approval of this item, and Staff concurs.

Miscellaneous

12. Consider a resolution adopting the Imagine Belton Plan.

See Staff Report from City Manager Sam Listi. Recommend approval of the resolution adopting the Imagine Belton Plan.

13. Consider authorizing the award of small business grants funded by the American Rescue Plan Act of 2021 for Belton small businesses impacted by COVID-19 in the total amount of \$850,000.

See Staff Report from City Manager Sam Listi. Recommend approval of the small business grant distribution, as recommended by the Small Business Grant Committee.

14. Consider authorizing the BEDC Executive Director to execute a contract for the sale of 19.23 acres in the Belton Business Park to Tradition Land, LLC.

See Staff Report from BEDC Executive Director Cynthia Hernandez. Recommend approval of the sale of land to Tradition Land, LLC.

<u>Budget</u>

- 15. Conduct a work session on FY2023 budget considerations including, but not limited to, the following funds:
 - A. General Fund
 - B. <u>Debt Service Fund</u>
 - C. <u>Information Technology Fund</u>
 - D. Building Maintenance Fund
 - E. Hotel/Motel Tax Fund
 - F. Tax Increment Reinvestment Zone (TIRZ) Fund
 - G. Belton Economic Development Corporation (BEDC) Fund

See Staff Report from Director of Finance Mike Rodgers. No action is required of the Council at this time.

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

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Belton City Council Meeting June 14, 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 David K. Leigh, Craig Pearson, Dan Kirkley, John R. Holmes, Sr., Daniel Bucher and Stephanie O'Banion. Staff present included Sam Listi, Gene Ellis, John Messer, Amy Casey, Mike Rodgers, Jon Fontenot, Tina Moore, Chris Brown, Charlotte Walker, Judy Garrett, Kim Kroll, Matt Bates, Bob van Til, Paul Romer, Daniel Aguirre, Cynthia Hernandez, Amanda Cox and Jo-Ell Guzman.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember Stephanie O'Banion, and the pledge to the Texas Flag was led by City Manager Sam Listi. 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 1:54)

Randy Pittenger thanked the Council for allowing the Chamber to help in encouraging local businesses to apply for the small business grants. He also discussed the Fourth of July activities that are upcoming. He thanked the City for their partnership with the Chamber in this event.

Consent Agenda

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- 3. Consider minutes of previous meetings:
 - A. May 23, 2022, Special Called City Council Meeting.
 - B. May 24, 2022, Regular City Council Meeting.
- 4. Consider reappointments to the following Boards/Commissions:
 - A. Parks Board Josh Pearson and Oscar Bersoza
 - B. Zoning Board of Adjustment Mat Naegle and Nelson Hutchinson

Upon a motion by Councilmember Holmes, and a second by Councilmember Kirkley, the Consent Agenda was unanimously approved upon a vote of 7-0.

Planning and Zoning

5. Z-22-10 Hold a public hearing and consider a zoning change from Agricultural (A) to Single Family-3 (SF-3) Residential District on approximately 97.413 acres located at 1000 E. Avenue H, generally east of Interstate 35 on the northside of E. Avenue H, and south of Nolan Creek. (Audio 7:46)

Planner Tina Moore presented this item.

Public Hearing: The following people spoke in favor of the zoning change:

- (1) Nicholas Kale, Applicant's Engineer
- (2) Clarence Griggs, Property Owner
- (3) Mike Avera, Applicant

No one else spoke for or against the item.

Upon a motion for approval of the rezoning by Councilmember Kirkley, and a second by Councilmember O'Banion, the rezoning was approved upon a vote of 6-1 (Councilmember Bucher dissenting) with the condition that the subdivision plat must satisfactorily address access for the 224 dwelling units.

ORDINANCE NO. 2022-21

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL TO SINGLE FAMILY-3 RESIDENTIAL DISTRICT ON AN APPROXIMATE 97.413 ACRE PROPERTY LOCATED AT 1000 E. AVENUE H.

Miscellaneous

6. Hold a public hearing and consider an ordinance on second reading, granting a commercial solid waste collection franchise to Paramount Wastewater Solutions LLC. (Audio 29:26)

City Clerk Amy Casey presented this item.

Public Hearing: no one spoke for or against.

Upon a motion for approval by Mayor Pro Tem Leigh, and a second by Councilmember Pearson, the franchise ordinance was approved upon a vote of 7-0.

ORDINANCE NO. 2022-30

AN ORDINANCE GRANTING A FRANCHISE TO PARAMOUNT WASTEWATER SOLUTIONS, LLC TO PROVIDE INDUSTRIAL/COMMERCIAL SOLID WASTE COLLECTION SERVICES WITHIN THE CITY OF BELTON; PROVIDING FOR THE SCOPE AND NATURE OF THE OPERATION; PROVIDING FOR THE DISPOSAL OF GARBAGE, SOLID WASTE AND REFUSE; PROVIDING A PROCEDURE FOR THE HANDLING OF COMPLAINTS; PROVIDING FOR A FRANCHISE FEE; REQUIRING INDEMNITY INSURANCE; PROVIDING FOR REVOCATION AND AMENDMENT; PROVIDING FOR PAYMENT OF TAXES BY THE FRANCHISEE; PROHIBITING

ASSIGNMENT AND SUBLETTING OF THE FRANCHISE WITHOUT CONSENT; PROVIDING FOR FORFEITURE; AND MAKING OTHER PROVISIONS.

7. Consider authorizing the City Manager to execute a construction contract for the N. East Street Water Improvements project (CDBG Project Number 7220021), and any change orders associated with the contract, not to exceed the amount authorized under state law. (Audio 31:08)

Director of Public Works Matt Bates presented this item.

Upon a motion for approval by Councilmember Holmes, and a second by Councilmember O'Banion, the contract with TTG Utilities was approved upon a vote of 7-0.

8. Consider authorizing the City Manager to enter into a professional services agreement with KPA Engineers for construction administration services for the N. East Street Water Improvements project (CDBG Project Number 7220021). (Audio 34:32)

Director of Public Works Matt Bates presented this item.

Upon a motion for approval by Councilmember O'Banion, and a second by Councilmember Kirkley the agreement with KPA Engineers was approved upon a vote of 7-0.

9. Consider a resolution authorizing the execution and delivery of Addendum #4 to the Amended and Restated Water Supply Contract with Bell County Water Control and Improvement District No. 1, in connection with the issuance of the District's Water System Revenue Bonds, Series 2022, concerning Belton's cost share in Standby Power Generation Project at the Water Plant, in the approximate amount of \$2 million plus interest. (Audio 35:46)

City Manager Sam Listi presented this item.

Upon a motion for approval by Councilmember Pearson, and a second by Councilmember Holmes, Addendum #4 to the Amended and Restated Water Supply Contract with BCWCID #1 was approved upon a vote of 7-0.

Budget

- 10. Conduct a work session on FY2023 budget considerations including, but not limited to, the following funds: (Audio 41:46)
 - A. Water and Sewer Fund
 - B. <u>Drainage Fund</u>

Director of Finance Mike Rodgers presented this item as shown in Exhibit "A." No action was required of the Council at this time.

11. Consider a resolution endorsing a 5-year water and wastewater rate structure that is designed to provide financial stability for the Water and Sewer Fund. (Audio 1:08:41)

Director of Finance Mike Rodgers and Consultant Nelisa Heddin presented this item as shown in Exhibit "B."

Councilmember Kirkley made a motion for Water Base Rates by meter size – option 2. The motion was seconded by Councilmember Pearson and was approved upon a vote of 7-0.

Councilmember Holmes made a motion for Water Volumetric Rates with two customer classes: domestic and sprinkler – option 1. The motion was seconded by Councilmember Kirkley and was approved upon a vote of 7-0.

Councilmember Pearson made a motion for Wastewater Base and Volumetric rates for a single customer class. The motion was seconded by Councilmember Kirkley and was approved upon a vote of 7-0.

RESOLUTION NO. 2022-21-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, ENDORSING A 5-YEAR WATER AND WASTEWATER RATE STRUCTURE THAT IS DESIGNED TO PROVIDE FINANCIAL STABILITY FOR THE WATER AND SEWER FUND.

The Mayor announced that the Council would take a five minute recess at 7:37 p.m.

Executive Session

At 7:42 p.m., the Mayor announced the Council would go into Executive Session for the following item:

12. Executive Session pursuant to the provision of the Open Meetings Law, Chapter 551, Govt. Code, <u>Vernon's Texas Codes Annotated</u>, in accordance with the authority contained in Section 551.072, Deliberation Regarding Real Property.

The Mayor reopened the meeting at 8:13 p.m., and there being no further business, the meeting was adjourned.

ATTEST:	Wayne Carpenter, Mayor
Amy M. Casey, City Clerk	

EXHIBIT "A"



FY23 Budget Workshop June 14, 2022

Presented by:
Michael Rodgers, CPA
Director of Finance

1



Funds To Be Discussed

- Water and Sewer Fund
- Drainage Fund

2



Water and Sewer Fund Year-End Forecast for FY22

	FY22	FY22
	Adopted	Year-End
	Budget	Estimate
Revenue	\$10,460,630	\$10,312,712
Expenditures	(10,614,980)	(10,415,010)
Incr/(Decr) to Reserve	\$ (154,350)	\$ (102,298)

3

3



Forecast for FY22

- Revenue is expected to increase nine percent over FY 2021 but still fall short of budget by \$147,000
- Expenditures may end the year \$200,000 under budget due to savings related to the water and sewer master plan

Water and Sewer Fund FY23 Statement of Fund Balance

Projected Unrestricted Balance, Sept 30, 2022 \$ 6,055,233 57.0%

Increases/(Decreases) to Fund Balance:

 FY23 Revenue
 12,160,390

 FY23 Expenses
 (12,770,490)

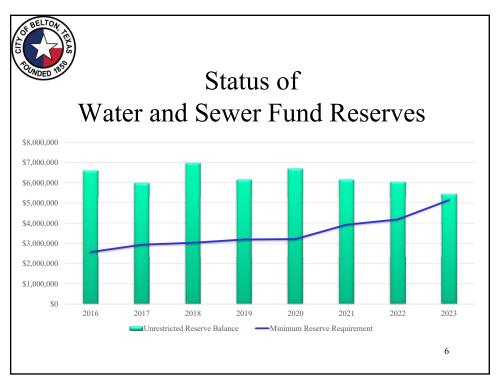
 Net Increase/(Decrease) to Fund Balance
 (610,100)

Projected Restricted Balance, Sept 30, 2023 <u>\$ 5,445,133</u> 42.6%

The City has adopted a fund balance policy with the goal of achieving and maintaining fund balance equal to 30% of budgeted expenditures plus the annual debt service for any fund-supported borrowing from external creditors for the fiscal year. At no time, shall fund balance fall below 25% of budgeted expenditures.

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Budget to Budget Comparison Revenue by Category

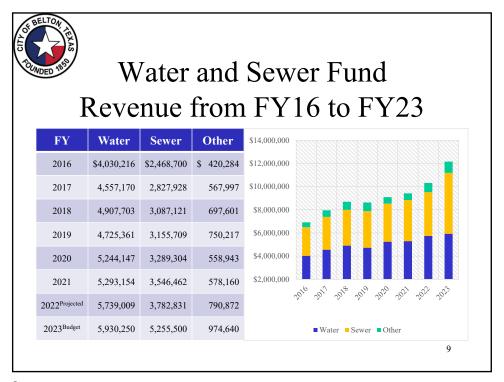
Water and Sewer Fund Revenue Category	FY22 Budget	FY22 Estimate	FY23 Budget	Increase / (Decrease)
Water Revenue	\$ 6,014,130	\$ 5,739,009	\$ 5,930,250	\$ (83,880)
Sewer Revenue	3,829,650	3,782,831	5,255,500	1,425,850
Fees and Other Revenue	489,690	658,550	560,900	71,210
Miscellaneous	127,160	132,322	130,610	3,450
Transfers	0	0	283,130	283,130
Total Revenue	\$10,460,630	\$10,312,712	\$12,160,390	\$ 1,699,760

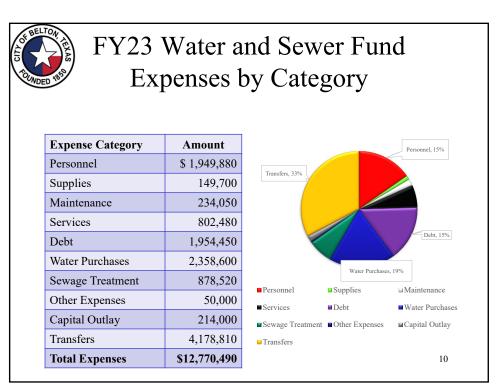
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FY23 Water and Sewer Fund Revenue

- Water revenue increases by three percent which is comparable to the four-year average growth rate
- Sewer revenue increases by \$1.4 million due to increases in base and volumetric rates
- Transfers reflects personnel cost allocations and the use of ARPA funds







Budget to Budget Comparison Expenses by Category

Water/Sewer Fund Expense Category	FY22 Budget	FY22 Estimate	FY23 Budget	Increase / (Decrease)
Personnel	\$ 2,089,620	\$ 2,021,761	\$ 1,949,880	\$ (139,740)
Supplies	123,070	133,688	149,700	26,630
Maintenance	182,350	250,050	234,050	51,700
Services	1,019,210	685,770	802,480	(216,730)
Debt	1,536,880	1,620,809	1,954,450	417,570
Water Purchases	1,500,700	1,511,514	2,358,600	857,900
Sewage Treatment	829,340	807,500	878,520	49,180
Other Expenses	90,000	10,000	50,000	(40,000)
Capital Outlay	404,000	367,000	214,000	(190,000)
Transfers	2,839,810	3,006,918	4,178,810	1,339,000
Totals	\$10,614,980	\$10,415,010	\$12,770,490	\$ 2,155,510

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11



Water & Sewer Fund Significant Changes

- Personnel costs reflect changes to the method of allocating payroll costs
- Consulting expenses fall by \$256,000 after completion of the rate study and a cost reduction to the utility master plan update
- City debt service payments increase by \$417,000 after the issuance of Certificates of Obligation in 2022 for the elevated storage tank and 6th Ave waterline



Water & Sewer Fund Significant Changes

- Water costs rise by \$857,000 due to increasing operating costs and BCWCID-issued debt for water distribution, water treatment capacity and backup power generation
- Capital outlay includes \$200,000 for water tap materials and \$14,000 for wash bay doors

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Water & Sewer Fund Significant Changes

• Transfers for capital projects total \$2,550,000 in FY23 to cash fund several projects, including

\$1,500,000 TBWWTP expansion (bond offset)

\$ 600,000 Continental lift station offload

\$ 450,000 W Avenue A sewer replacement

Other transfers include

\$ 599,950 Personnel cost allocation

\$ 618,050 Franchise fees and fleet allocation

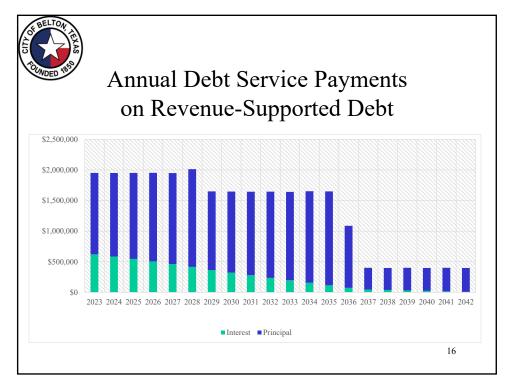
\$ 135,710 Capital equipment replacement

\$ 275,100 Water meter replacement



Outstanding City Debt for FY 2023

Bond Issuance Description	Outstanding Amount
Certificates of Obligation, Series 2008	\$ 58,950
Certificates of Obligation, Series 2015	\$ 5,635,000
Certificates of Obligation, Series 2016	\$ 8,215,000
G.O. Refunding Bonds, Series 2017	\$ 435,000
Certificates of Obligation, Series 2022	\$ 6,070,000
Revenue-Supported Debt Outstanding	\$ 20,413,950





Drainage Fund

17

17



Drainage Fund Year-End Forecast for FY22

	FY22	7	ear-End
	Budget]	Estimate
Revenue	\$ 580,400	\$	557,112
Expenditures	(573,180)		(532,278)
Incr/(Decr) to Reserve	\$ 7,220	\$	24,834

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Forecast for FY22

- Revenue grows by five percent over FY 2021 but ends FY 2022 \$23,380 under budget
- Expenses are under budget due to savings in personnel and maintenance

19

19

Drainage Fund FY23 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2022 \$ 342,071

Increases/(Decreases) to Fund Balance:

FY23 Revenue 582,100

FY23 Expenditures (582,100)

Net Increase/(Decrease) to Fund Balance

Spendable Fund Balance, Sept 30, 2023 \$\) \$\) 342,071



Budget to Budget Comparison Revenue by Category

Drainage Fund Revenue Category	FY22 Budget	FY22 Estimate	FY23 Budget	Increase / (Decrease)
Storm Drainage Fees	\$580,000	\$556,620	\$579,000	\$ (1,000)
Interest Income	400	492	600	200
Transfers	0	0	2,500	2,500
Total Revenue	\$580,400	\$557,112	\$582,100	\$ 1,700

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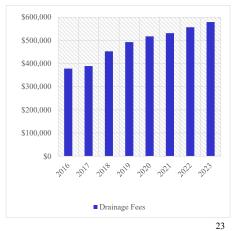


FY23 Drainage Fund Revenue

- No change to the City's drainage fee is proposed for FY23
- Storm drainage fee revenue increases by four percent over the year-end estimate for FY22
- Interest income grows as yields are expected to increase



FY	Drainage Fees
2016	\$377,990
2017	389,230
2018	452,742
2019	492,639
2020	517,462
2021	531,251
2022 ^{Projected}	556,620
2023 ^{Budget}	579,000
2023 ^{Budget}	579,000



Budget to Budget Comparison Expenses by Category

Drainage Fund Expense Category	FY22 Budget	FY22 Estimate	FY23 Budget	Increase / (Decrease)
Personnel	\$ 268,990	\$251,515	\$ 198,610	\$ (70,380)
Supplies	15,630	16,940	17,120	1,490
Maintenance	46,260	30,760	54,360	8,100
Services	30,090	21,185	37,510	7,420
Debt	25,030	25,030	25,130	100
Capital Outlay	8,000	7,668	0	(8,000)
Transfers	179,180	179,180	249,370	70,190
Totals	\$ 573,180	\$532,278	\$ 582,100	\$ 8,920

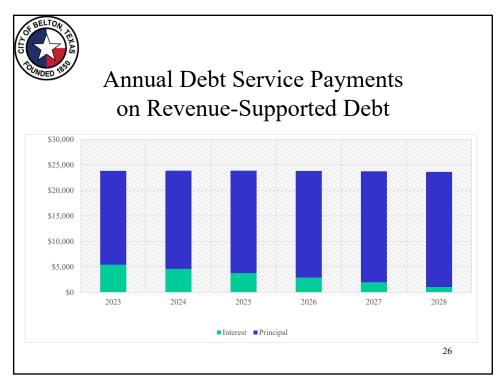


Significant Changes

- Personnel costs and transfers reflect changes to the method of allocating payroll costs
- Flood warning expenses include the replacement of the Roy Reynolds/IH-14 Service Road device with a radar sensor
- Capital outlay decreases after the purchase of a zero-turn mower in FY 2022

25

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In Summary

- Water & Sewer Fund revenue grows to cover increasing costs for water distribution, water treatment, and backup power generation; additional debt service for the elevated storage tank; and cash-funding for capital projects
- \$2,550,000 will be transferred into capital project funds for upcoming projects
- No rate increases are planned for drainage

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Questions/Comments?

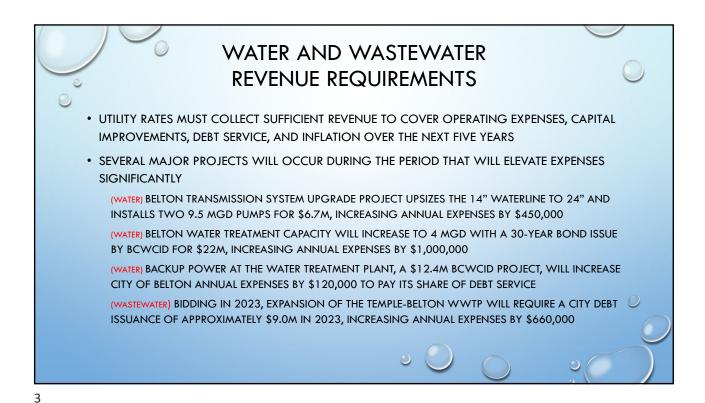
EXHIBIT "B"



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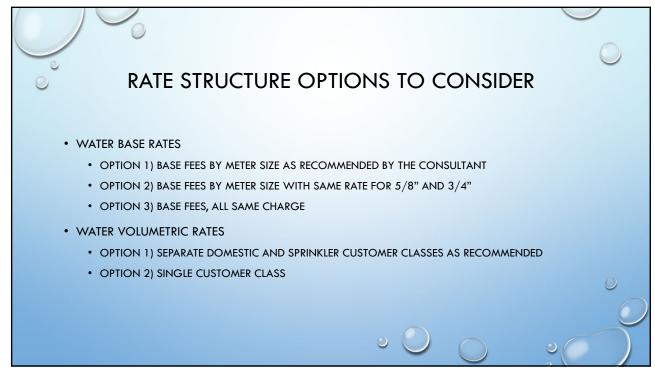
RATE STUDY FOLLOW-UP

- NELISA HEDDIN, PROPRIETOR OF NELISA HEDDIN CONSULTING, LLC, PRESENTED HER STUDY AND RECOMMENDATIONS TO CITY COUNCIL ON MAY 24, 2022
- BASED UPON FEEDBACK, NELISA HAS ADJUSTED THE STUDY ASSUMPTIONS TO INCLUDE
 - COMMERCIAL CONSUMPTION WAS INCREASED BY 1,500,000 GALLONS PER MONTH BEGINNING IN 2024 DUE TO EXPANSION OF THE BELL COUNTY JAIL
 - MULTIFAMILY CONSUMPTION WAS INCREASED BY 600,000 GALLONS PER MONTH IN 2024 AND RAISED AGAIN BY 600,000 GALLONS PER MONTH IN 2026 FOR TWO APARTMENT COMPLEXES
 - CONSUMPTION FOR NEW SCHOOLS WERE ADDED IN 2024 AND 2026
- ON MAY 26, 2022, BELL COUNTY WCID INFORMED THE CITY THAT IT PLANNED TO ISSUE APPROXIMATELY \$12M IN DEBT FOR BACKUP POWER AT THE WATER PLANT. BELTON'S SHARE OF THE PROJECT IS \$1.5M PLUS INTEREST. DEBT SERVICE PAYMENTS OF \$120,000 PER YEAR HAVE BEEN ADDED TO THE STUDY BEGINNING IN 2023



REVENUE REQUIREMENTS **WATER UTILITY** 2023 2024 2027 2025 2026 \$5,503,234 \$6,471,056 \$7,080,236 \$8,161,670 Water Utility \$8,706,589 Increase due to three Increase due to debt BCWCID water projects; service on \$3.9M cash-funded City capital bond issuance by the projects; and additional City and cash-funded staff capital projects

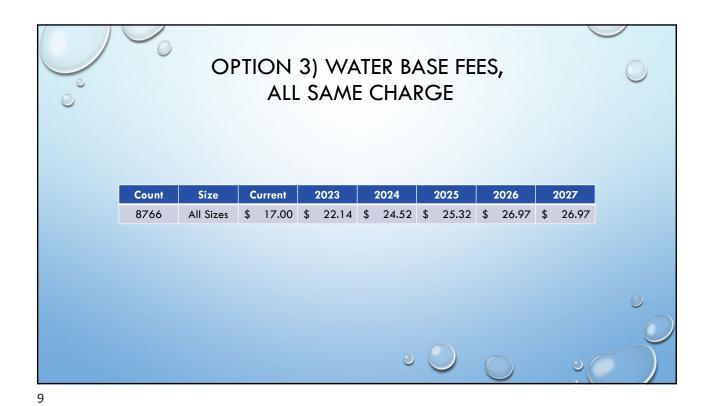




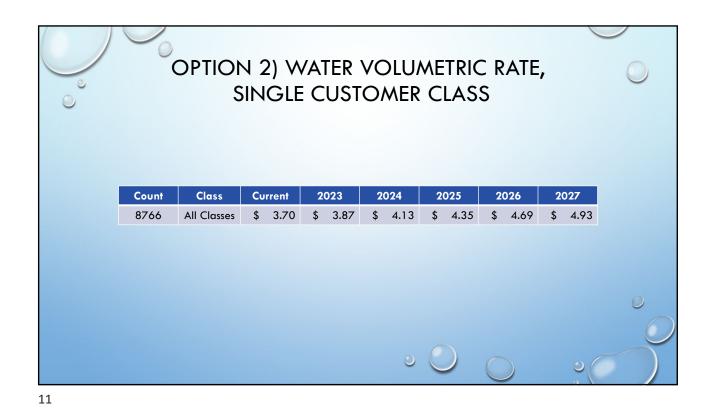
	PTION	1) WA	TER BAS	SE FEES	BY ME	TER SIZ	E	0
Count	Size	Current	2023	2024	2025	2026	2027	
7732	5/8"	\$ 17.00	\$ 20.32	\$ 22.54	\$ 23.36	\$ 24.92	\$ 24.92	
1	3/4"	17.00	25.61	28.62	29.70	31.89	31.89	
563	1"	17.00	36.19	40.80	42.39	45.83	45.83	
122	1.5"	17.00	62.65	71.24	74.10	80.69	80.69	
276	2"	17.00	94.40	107.77	112.16	122.53	122.53	
48	3"	17.00	179.07	205.17	213.65	234.08	234.08	
13	4"	17.00	274.33	314.75	327.83	359.58	359.58	
8	6"	17.00	538.92	619.14	644.98	708.18	708.18	
3	8"	17.00	856.43	984.41	1,025.57	1,126.50	1,126.50	0
0	10"	17.00	1,226.86	1,410.55	1,469.59	1,614.55	1,614.55	
0	12"	17.00	3,502.35	4,028.30	4,197.13	4,612.54	4,612.54	
				9			. [

OPTION 2) WATER BASE FEES BY METER SIZE WITH 5/8" AND 3/4" CHARGED SAME RATE 2027 Count Size Current 2023 2024 2025 2026 5/8 or 7733 \$ 17.00 \$ 20.32 \$ 22.54 23.36 \$ 24.92 24.92 3/4" 563 1" 17.00 36.19 40.80 42.39 45.83 45.83 122 1.5" 17.00 62.65 71.24 74.10 80.69 80.69 276 2" 17.00 94.40 107.77 112.16 122.53 122.53 205.17 48 3" 179.07 234.08 17.00 213.65 234.08 4" 17.00 274.33 314.75 359.58 359.58 13 327.83 8 6" 17.00 538.92 619.14 644.98 708.18 708.18 3 856.43 8" 17.00 984.41 1,025.57 1,126.50 1,126.50 0 10" 17.00 1,226.86 1,410.55 1,469.59 1,614.55 1,614.55 4,612.54 12" 17.00 3,502.35 4,028.30 4,197.13 4,612.54

8



OPTION 1) WATER VOLUMETRIC RATE, DOMESTIC AND SPRINKLER CUSTOMER CLASSES Count Class 2023 2024 2025 2026 2027 Current 8044 Domestic 3.70 \$ 3.70 \$ 3.90 \$ 4.10 \$ 4.38 \$ 4.64 722 Sprinkler 3.70 4.75 5.38 5.71 6.43 6.67 SPRINKLER METERS WOULD HAVE NO MONTHLY BASE CHARGE BEGINNING IN FY 2023 VOLUMETRIC RATES APPLY FOR EACH 1,000 GALLONS CONSUMED OF THE 722 SPRINKLER CUSTOMERS, 525 ARE RESIDENTIAL AND 197 ARE COMMERCIAL/MULTI-FAMILY A CUSTOMER USING 10,000 GALLONS THROUGH A 5/8" SPRINKLER METER WOULD PAY \$47.50 IN FY 2023 COMPARED TO \$49.92 USING THE DOMESTIC RATE PLUS BASE CHARGE METHODOLOGY AS IN PRIOR YEARS



EFFECT ON A CUSTOMER WHO USES 5,000 GALLONS THROUGH A DOMESTIC 5/8" METER OPTIONS 1 & 2 **OPTION 3** BASE RATES BY METER SIZE AND SINGLE BASE RATE AND SINGLE TWO CUSTOMER CLASSES **VOLUMETRIC RATE** Amount Amount Base charge, incl 2,000 gallons \$20.32 Base charge, incl 2,000 gallons \$22.14 Volumetric charge (3x\$3.70) 11.10 Volumetric charge (3x\$3.87) 11.61 Total billed for water in FY 2023 31.42 Total billed for water in FY 2023 33.75 Total billed for water in FY 2022 28.10 Total billed for water in FY 2022 28.10 Change from FY 2022 Change from FY 2022 \$3.32 \$5.65



TOTAL WATER AND WASTEWATER BILL FOR A CUSTOMER WHO USES 5,000 GALLONS THROUGH A 5/8" DOMESTIC METER FY 2022 FY 2023 Amount Amount Water base charge \$17.00 Water base charge* \$20.32 11.10 Water volumetric charge* 11.10 Water volumetric charge Wastewater base charge 14.00 Wastewater base charge 16.25 Wastewater volumetric charge 15.00 Wastewater volumetric charge 22.50 Total billed in FY 2022 \$57.10 Total billed in FY 2023* \$70.17 *Bill would be \$72.50 if single-rate options are selected





Staff Report – City Council Agenda Item



Agenda Item #4

Consider an amended Interlocal Agreement between the City of Belton and the Belton Independent School District for the School Resource Officer Program to add an additional school resource officer.

Originating Department

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

Summary Information

The SRO agreement was amended on April 26, 2022, by the Belton City Council and BISD Board of Trustees concerning information sharing in compliance with State and Federal law. The City and BISD have maintained a strong partnership to keep our schools safe through the use of school resource officers (SRO) for over two decades. There are currently four Belton police officers assigned as SROs. BISD pays 83% of the salary and benefits for the SROs plus funding for vehicle use, equipment, and training.

This amended SRO agreement with BISD is to add a fifth school resource officer at the request of BISD. They have agreed to pay 100% of the salary and benefits for the additional SRO plus \$6,000 for vehicle use, equipment, and supplies. The amendment also clarifies that one of the current SROs is the rank of Sergeant. The amended provision does not alter the employment relationship between the SRO and the City, nor does it alter any existing rights or benefits previously assigned under this Agreement.

The BISD School Board aproved this amended agreement on June 20, 2022.

Fiscal Impact

BISD will pay 100% of the salary and benomenths of salary for four officers and the Conforted to the control of	ity pays two mont	hs. BISD pays \$6,000 per Śl	
Budgeted:			
lf not budgeted: ☐ Budget Transfer	Contingency	☐ Amendment Needed	
Funding Source(s): BISD			

Recommendation	
Recommend approval of an amended interlocal agreement.	
Attachments Amended interlocal agreement between City and BISD.	
	City Council Agenda Iter June 28, 202 Page 2 of

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELTON, TEXAS, AND THE BELTON INDEPENDENT SCHOOL DISTRICT REGARDING SCHOOL RESOURCE OFFICERS

THIS Interlocal agreement is made and entered into by and between the City of Belton, Texas (the "CITY") and the Belton Independent School District (the "BISD").

Pursuant to the Texas Interlocal Cooperation Act, Tex. Govt. Code, §§791.001 et seq., the parties are empowered to contract with each other for the performance of governmental functions, including police protection.

WHEREAS, the CITY and BISD desire to enter into an interlocal agreement pursuant to which uniformed Belton Police Department ("the Department" or "BPD") police officers will be assigned to BISD campuses located within the City of Belton as School Resource Officers ("SRO") under the terms and conditions stated herein, this Agreement will establish a joint cooperative effort and relationship between the CITY and BISD to foster an efficient and cohesive program that will build a positive relationship between police, BISD administration and staff, and students (hereinafter referred to as the "SRO Program").

A. Term. The initial term of the Agreement shall commence upon the date that parties' signatures are affixed hereto and shall expire on August 31, 2023. After the initial term, this Agreement will automatically renew and extend for successive one (1) year terms unless either party elects to exercise their right to terminate under Section L of this Agreement.

B. SRO Program. The City agrees to provide Police Officer(s), known as SROs, to BISD schools situated within the jurisdiction of the Department. The number of SROs will be as agreed between the parties to this Agreement.

1. Concept

The SRO Program utilizes the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that the officers assigned to the program are Law Enforcement Officers, Informal Counselors, and Teachers.

SROs are first and foremost Law Enforcement Officers for the City of Belton Police Department. SROs shall be responsible for carrying out all duties and responsibilities as a police officer and shall remain at all times under the control, through the chain of command, of the Belton Police Department; however, SROs will notify the appropriate Campus Administrators and the BISD Coordinator of Safety before taking police action on campus when practical and are enforcement officers in criminal matters only. SROs are not responsible for enforcement of any "school or house rule." SROs are not school disciplinarians and will not assume this role. SROs will report directly to their designated supervisor in the Department in connection with normal law enforcement duties and shall consult with BISD Assistant Superintendent for Operations concerning duties that affect

the District as a whole or on a particular campus. SROs will not involve themselves in administrative matters of BISD which are not criminal offenses.

SROs are not formal counselors, and will not act as such, however, they may be used as a resource to assist students, faculty, staff and all persons involved with the District in a wide variety of subjects including, but not limited to, drug and alcohol education, in order to build rapport with students and staff.

2. Selection

When a SRO position becomes available, notice shall be given to all sworn Belton Police Officers through regular postings. Interested officers will be interviewed by a committee consisting of Department personnel and BISD administrators with the final selection being made by the Chief of Police with consideration of input from BISD. The Chief of Police will make SRO assignments for a school year with an annual review.

BISD and the City will mutually agree on the specific schools to which each officer will be assigned.

If an assigned officer is not satisfactory to BISD, BISD may request that the officer be removed from the campus or District, and BPD will use good faith efforts to replace the officer, subject to available personnel resources.

3. Qualifications

The SROs will be certified Peace Officers for the State of Texas and meet all requirements as set forth by Department Rules and Regulations.

4. Scope of Services

- (a) Assigned officers shall serve primarily as SROs as outlined in this Agreement and will not be regularly assigned additional police duties during the school year. SROs will remain at the assigned BISD campus during duty hours and will attend school activities. The City reserves the right, however, to reassign any or all officers temporarily in the event of an emergency or when the City, in its sole discretion, deems necessary.
- (b) SROs will take enforcement action on criminal matters occurring on BISD campuses when appropriate and keep campus administrators and the BISD Coordinator of Safety informed of such actions. SROs will perform other duties consistent with law enforcement, including, but not limited to, traffic enforcement and direction, security monitoring and consulting, and investigation of crimes.
- (c) City shall coordinate assignment and duty hours with BISD. SROs will check in with the front office of the assigned BISD campus upon arrival and departure when practical. SROs will notify the BISD Coordinator of Safety and the principal of the assigned BISD campus in advance of a planned absence, and in the event of an unplanned absence, such as an illness or accident, will notify the assigned campus principal and the BISD Coordinator of Safety prior to the beginning of the school day. If necessary, to handle

unplanned absences, BPD officers from other units may be assigned temporarily to provide coverage.

- (d) The City shall provide to the SROs all the law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) that are provided to all of City's police officers. BISD shall provide any equipment necessary to allow the SROs to communicate with BISD staff. BISD also agrees to reimburse the City for certain expenses related to vehicle usage and training as outlined in Section I of this Agreement.
- (e) SROs will assist the BISD Coordinators of Safety and Emergency Preparedness with the Safety and Security Audit required by Texas Education Code §37.207.
- (f) SROs will assist with emergency drills and simulations related to crisis management, emergency operations, drills and threat mediation, as needed.
- (g) SROs will attend campus and District meetings, as requested by either the campus principal or District administrative staff.

5. Required Training

Selected SROs are required to have the following training:

- NASRO Basic SRO Course, or equivalent SBLE course presented by the Texas School Safety Center, within three months of date of SRO assignment, subject to availability;
- Use of restraints on students in accordance with Texas Education Code §37.0021 and 19 TAC §89.1053;
- Any other training required by the Texas Education Code and/or requested and paid for by BISD and approved by the Chief of Police.

6. Replacement SRO

In the case of an extended absence (defined as any time in excess of two work weeks or ten (10) consecutive days) of an officer who is assigned to BISD due to illness, vacation, FMLA, pending internal investigation or other leave, the City may assign a replacement officer. The replacement officer must obtain the required training as outlined in Section B, Subsection 5 of this Agreement. If the city chooses or is not able to provide a replacement SRO at the expiration of the extended absence, BPD will prorate the SRO's monthly salary and deduct such amount from its monthly billing to BISD.

<u>C. Confidential Information</u>. BISD, for itself, its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law.

City, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the District as confidential and shall not disclose any such information to a third party, except as required by law. In carrying out its duties, the City, and its officers, agents and

employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records, including District surveillance video, either for a "legitimate educational purpose" or, in the event of an emergency for the purpose of protecting the health or safety of students or others. BISD will allow each SRO a secure computer terminal for access to select BISD student data, including District surveillance video upon request, maintained in the Skyward software system including student profile information, student family information, emergency contacts and critical alerts, student attendance and each student's schedule. However, SROs are not authorized to redisclose any personally identifiable information from students' education records unless the disclosure meets an exception to FERPA's general consent requirement as set forth in BISD Board Policies FL(LEGAL) and (LOCAL).

Both Parties understand and agree that each Party is subject to the requirements of the Texas Public Information Act ("PIA"), Texas Government Code, Chapter 552. Nothing in this agreement shall be interpreted to waive the requirements of the PIA.

D. Body Worn Cameras. City and District agree that any use of body-worn cameras by SROs will be subject to and in compliance with state law and local regulations regarding the use and operation of body-worn cameras (BWC), in particular Texas Occupations Code §§1701.651, et seq. City will provide written information and training to the principal and assistant principals of the schools to which the officers are assigned, on the objectives and procedures for the use of BWCs. City may, if not otherwise prohibited by law, provide the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the City believes that providing of a copy of such videos would be prohibited, City agrees to utilize its best efforts to facilitate the availability of the officer who made the video to answer questions, upon request by the District, in any school disciplinary investigation concerning the Officer's knowledge of the facts and circumstances of the incident which was videoed. The parties also agree that any such film or video taken by, and kept in the possession of, the City's officers may be considered "law enforcement records" under the FERPA, 20 U.S.C. §1232g and 34 C.F.R. §99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA.

E. Access to Educational Records. "Status as a "School Official." In accordance with FERPA and District Board Policy FL (LEGAL) and (LOCAL), an SRO may be considered a "school official" and may access otherwise confidential student educational records when a "legitimate educational interest" exists. Because SRO's may have access to "education records" for the District's students as defined under FERPA, the SROs agree to abide by the FERPA limitations and requirements imposed on school officials. The parties agree that: (1) the services/functions to be provided by SRO are services/functions for which the District would otherwise use its own employees; (2) SROs are under the District's direct control with respect to SRO access to and use of the education records; and (3) SRO is subject to the re-disclosure requirements of 34 C.F.R. 99.33(a) with respect to SRO's access to and use of the education records. SROs agree to assist the District in maintaining the privacy of educational records as may be required by state and federal law, including but not limited to FERPA and the Individuals with Disabilities Education Act ("IDEA").

Administrative Approval and Access. Access to and use of any education records that contain personally identifiable information by SROs shall be done only with the approval or a school administrator and as permitted under FERPA and/or IDEA. Unless an exception applies in accordance with FERPA or IDEA (e.g., health or safety emergency), an SRO may only have access to and use otherwise confidential student records or personally identifiable information within student education records for the purposes of carrying out his/her duties and responsibilities established by this Agreement and will not share such records or information with or disclose to any third party. The SRO may not access or use confidential student education records or personally identifiable information contained within student education records for law enforcement purposes or re-disclose such information to outside law enforcement officers or agencies (including the City, County, or Sheriff's Office), unless a lawful exception applies that allows for such use or re-disclosure. The provision does not alter the employment relationship between the SRO and the City, nor does it alter any existing rights or benefits of any SRO assigned under this Agreement.

Emergency Situation/After-Hours. In an emergency, after-hours situation, the SRO may also contact the BISD Safety Coordinator, Assistant Superintendent of Operations, or Superintendent to access records or other school data.

- <u>F. Restraints</u>. In the event an SRO determines that the use of a restraint is necessary, the SRO shall promptly complete the BISD Restraint Incident Report form as required by Texas Education Code §37.0021 and as mutually agreed upon.
- <u>G. Supervision</u>. The day-to-day operation and administrative control of the SRO Program shall remain with the City of Belton Police Department. The Department shall assign supervisory personnel to oversee the program.
- **H. Independent Contractor**. City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of BISD. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants and employees. BISD shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor BISD shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees or officers of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or BISD.
- <u>I. Compensation</u>. BISD, in consideration for the governmental services being provided by the City pursuant to this Agreement, agrees to reimburse the City for the following expenses:
 - 1. 10 months of each 3 SRO's and 1 Sargeant's Sergeant's annual salary and benefits, subject to deductions due to an extended absence of an SRO;
 - 4.2. 12 months of 1 SRO's annual salary and benefits, subject to deductions due to an extended absence. Salary and benefits of an officer to attend the basic peace officer academy and field training may be covered by BISD with prior approval if the officer in training is being hired to backfill this SRO position.

- 2.3. \$6,000 annually per SRO, for all police vehicle travel and use, equipment and supplies; and
- 3.4. The cost of all training as outlined in Section B, Subsection 5 of this Agreement, upon proof of completion.

The City shall provide an invoice to BISD within 15 days at the end of each month from August to June. BISD shall pay the invoice within 30 days of receipt.

<u>J. BISD Responsibilities</u>. BISD will work cooperatively with the SROs to reduce criminal acts on school property and threats to schools. This will be accomplished by:

- Reporting violations of the law committed on school property, at off-campus school programs, or crimes about which school staff become aware to the SROs or the appropriate local law enforcement agency as soon as possible after becoming aware of the incident.
- Reporting suspicious activity or other events that come to the attention of school staff that could jeopardize school safety or prevent a criminal act.
- Turning over to SROs or the appropriate law enforcement agency illegal contraband seized or found by BISD staff.

BISD shall provide the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

- Access to an air-conditioned and properly lighted private office, which shall contain a telephone, to be used for general business purposes.
- A location for files and records which can be properly locked and secured.
- A desk with drawers, chair, filing cabinet and office supplies.
- A campus hand-held communication radio.

<u>K. Notice</u>. Any notice given hereunder shall be in writing, and may be affected by personal delivery or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Superintendent

Belton Independent School District

P.O. Box 269

Belton, Texas 76513

City: City Manager

City of Belton 333 Water St.

Belton, Texas 76513

The foregoing addresses for notice may be changed by either the City or BISD by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

L. General Provisions.

1. Interlocal Cooperation.

The City and BISD agree to cooperate with each other in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body.

2. Entire Agreement/Amendments.

This Agreement contains the entire agreement between the parties respecting the subject matter thereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.

3. Invalid Provisions.

Any clause, sentence, paragraph or article of the Agreement which is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, in any respect shall not be deemed to impair, invalidate or nullify the remainder of this Agreement.

4. Applicable Laws.

This Agreement shall be constructed in accordance with Texas law.

5. Governmental Powers/Immunities.

It is understood and agreed that by execution of this Agreement, neither the City nor BISD waives or surrenders any of its governmental powers or immunities.

6. No Waiver.

The failure of the City or BISD to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or BISD's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

7. Force Majeure.

The City and BISD shall exercise their best efforts to meet their respective duties and obligations as set for thin this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

M. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. However, BISD shall be responsible for payment due to the City for officers provided at any time during the immediately preceding year.

BELTON INDEPENDENT SCHOOL DISTRICT	CITY OF BELTON
Jeff Norwood, President Board of Trustees	Wayne Carpenter, Mayor
Date:	Date:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELTON, TEXAS, AND THE BELTON INDEPENDENT SCHOOL DISTRICT REGARDING SCHOOL RESOURCE OFFICERS

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In the case of an extended absence (defined as any time in excess of two work weeks or ten (10) consecutive days) of an officer who is assigned to BISD due to illness, vacation, FMLA, pending internal investigation or other leave, the City may assign a replacement officer. The replacement officer must obtain the required training as outlined in Section B, Subsection 5 of this Agreement. If the city chooses or is not able to provide a replacement SRO at the expiration of the extended absence, BPD will prorate the SRO's monthly salary and deduct such amount from its monthly billing to BISD.

<u>C. Confidential Information</u>. BISD, for itself, its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law.

City, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the District as confidential and shall not disclose any such information to a third party, except as required by law. In carrying out its duties, the City, and its officers, agents and

employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records, including District surveillance video, either for a "legitimate educational purpose" or, in the event of an emergency for the purpose of protecting the health or safety of students or others. BISD will allow each SRO a secure computer terminal for access to select BISD student data, including District surveillance video upon request, maintained in the Skyward software system including student profile information, student family information, emergency contacts and critical alerts, student attendance and each student's schedule. However, SROs are not authorized to redisclose any personally identifiable information from students' education records unless the disclosure meets an exception to FERPA's general consent requirement as set forth in BISD Board Policies FL(LEGAL) and (LOCAL).

Both Parties understand and agree that each Party is subject to the requirements of the Texas Public Information Act ("PIA"), Texas Government Code, Chapter 552. Nothing in this agreement shall be interpreted to waive the requirements of the PIA.

D. Body Worn Cameras. City and District agree that any use of body-worn cameras by SROs will be subject to and in compliance with state law and local regulations regarding the use and operation of body-worn cameras (BWC), in particular Texas Occupations Code §§1701.651, et seq. City will provide written information and training to the principal and assistant principals of the schools to which the officers are assigned, on the objectives and procedures for the use of BWCs. City may, if not otherwise prohibited by law, provide the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the City believes that providing of a copy of such videos would be prohibited, City agrees to utilize its best efforts to facilitate the availability of the officer who made the video to answer questions, upon request by the District, in any school disciplinary investigation concerning the Officer's knowledge of the facts and circumstances of the incident which was videoed. The parties also agree that any such film or video taken by, and kept in the possession of, the City's officers may be considered "law enforcement records" under the FERPA, 20 U.S.C. §1232g and 34 C.F.R. §99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA.

E. Access to Educational Records. "Status as a "School Official." In accordance with FERPA and District Board Policy FL (LEGAL) and (LOCAL), an SRO may be considered a "school official" and may access otherwise confidential student educational records when a "legitimate educational interest" exists. Because SRO's may have access to "education records" for the District's students as defined under FERPA, the SROs agree to abide by the FERPA limitations and requirements imposed on school officials. The parties agree that: (1) the services/functions to be provided by SRO are services/functions for which the District would otherwise use its own employees; (2) SROs are under the District's direct control with respect to SRO access to and use of the education records; and (3) SRO is subject to the re-disclosure requirements of 34 C.F.R. 99.33(a) with respect to SRO's access to and use of the education records. SROs agree to assist the District in maintaining the privacy of educational records as may be required by state and federal law, including but not limited to FERPA and the Individuals with Disabilities Education Act ("IDEA").

Administrative Approval and Access. Access to and use of any education records that contain personally identifiable information by SROs shall be done only with the approval or a school administrator and as permitted under FERPA and/or IDEA. Unless an exception applies in accordance with FERPA or IDEA (e.g., health or safety emergency), an SRO may only have access to and use otherwise confidential student records or personally identifiable information within student education records for the purposes of carrying out his/her duties and responsibilities established by this Agreement and will not share such records or information with or disclose to any third party. The SRO may not access or use confidential student education records or personally identifiable information contained within student education records for law enforcement purposes or re-disclose such information to outside law enforcement officers or agencies (including the City, County, or Sheriff's Office), unless a lawful exception applies that allows for such use or re-disclosure. The provision does not alter the employment relationship between the SRO and the City, nor does it alter any existing rights or benefits of any SRO assigned under this Agreement.

Emergency Situation/After-Hours. In an emergency, after-hours situation, the SRO may also contact the BISD Safety Coordinator, Assistant Superintendent of Operations, or Superintendent to access records or other school data.

- **<u>F. Restraints.</u>** In the event an SRO determines that the use of a restraint is necessary, the SRO shall promptly complete the BISD Restraint Incident Report form as required by Texas Education Code §37.0021 and as mutually agreed upon.
- <u>G. Supervision</u>. The day-to-day operation and administrative control of the SRO Program shall remain with the City of Belton Police Department. The Department shall assign supervisory personnel to oversee the program.
- **H. Independent Contractor**. City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of BISD. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants and employees. BISD shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor BISD shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees or officers of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or BISD.
- **I.** Compensation. BISD, in consideration for the governmental services being provided by the City pursuant to this Agreement, agrees to reimburse the City for the following expenses:
 - 1. 10 months of 3 SRO's and 1 Sergeant's annual salary and benefits, subject to deductions due to an extended absence of an SRO;
 - 2. 12 months of 1 SRO's annual salary and benefits, subject to deductions due to an extended absence. Salary and benefits of an officer to attend the basic peace officer academy and field training may be covered by BISD with prior approval if the officer in training is being hired to backfill this SRO position.
 - 3. \$6,000 annually per SRO, for all police vehicle travel and use, equipment and supplies; and

4. The cost of all training as outlined in Section B, Subsection 5 of this Agreement, upon proof of completion.

The City shall provide an invoice to BISD within 15 days at the end of each month from August to June. BISD shall pay the invoice within 30 days of receipt.

<u>J. BISD Responsibilities</u>. BISD will work cooperatively with the SROs to reduce criminal acts on school property and threats to schools. This will be accomplished by:

- Reporting violations of the law committed on school property, at off-campus school programs, or crimes about which school staff become aware to the SROs or the appropriate local law enforcement agency as soon as possible after becoming aware of the incident.
- Reporting suspicious activity or other events that come to the attention of school staff that could jeopardize school safety or prevent a criminal act.
- Turning over to SROs or the appropriate law enforcement agency illegal contraband seized or found by BISD staff.

BISD shall provide the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

- Access to an air-conditioned and properly lighted private office, which shall contain a telephone, to be used for general business purposes.
- A location for files and records which can be properly locked and secured.
- A desk with drawers, chair, filing cabinet and office supplies.
- A campus hand-held communication radio.

<u>K. Notice</u>. Any notice given hereunder shall be in writing, and may be affected by personal delivery or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Superintendent

Belton Independent School District

P.O. Box 269

Belton, Texas 76513

City: City Manager

City of Belton 333 Water St.

Belton, Texas 76513

The foregoing addresses for notice may be changed by either the City or BISD by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

L. General Provisions.

1. Interlocal Cooperation.

The City and BISD agree to cooperate with each other in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body.

2. Entire Agreement/Amendments.

This Agreement contains the entire agreement between the parties respecting the subject matter thereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.

3. Invalid Provisions.

Any clause, sentence, paragraph or article of the Agreement which is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, in any respect shall not be deemed to impair, invalidate or nullify the remainder of this Agreement.

4. Applicable Laws.

This Agreement shall be constructed in accordance with Texas law.

5. Governmental Powers/Immunities.

It is understood and agreed that by execution of this Agreement, neither the City nor BISD waives or surrenders any of its governmental powers or immunities.

6. No Waiver.

The failure of the City or BISD to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or BISD's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

7. Force Majeure.

The City and BISD shall exercise their best efforts to meet their respective duties and obligations as set for thin this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

M. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. However, BISD shall be responsible for payment due to the City for officers provided at any time during the immediately preceding year.

BELTON INDEPENDENT SCHOOL DISTRICT

CITY OF BELTON

Wayne Carpenter, Mayor	
Date:	

Staff Report – City Council Agenda Item

Date: June 28, 2022

Case No.: Z-22-17 Request: A to PD-MF

Owner/Applicant: Avenue D Investment,

LLC. / Michael Henninger

Agenda Item #5

Z-22-17 Hold a public hearing and consider a zoning change from Agricultural (A) to Planned Development - Multiple Family District (PD – MF) on approximately 18.168 acres located at 5890 Toll Bridge Road.

Originating Department: Planning Department – Tina Moore, Planner

<u>Current Zoning</u>: Agricultural

Proposed Zoning: Planned Development – Multiple Family Residential (PD – MF)

Proposed Use: Duplex Residential Development

<u>Future Land Use Map (FLUM) Designation</u>: Commercial Corridor, which may permit MF developments.

<u>Design Standards Type Area 2</u>: Projected to be primarily commercial highway frontage uses with opportunities for mixed uses, hotels, restaurants, new car dealerships, multi-story office, and other similar commercial uses.

Background/Case Summary

The applicant proposes to build a duplex-style attached dwelling unit development which offers market rate 3-bedroom units for rent. The site consists of approximately 18 acres and is proposed for 95 two-story duplexes (190 units), a leasing office/amenity center, and two small parks. The applicant is requesting a Planned Development District to allow use and to accommodate setback reductions.

Project Analysis and Discussion

Existing Conditions: The surrounding zoning and land uses are described below:

Direction	Zoning	Use
North	Commercial Highway and	Undeveloped (proposed RV
	PD- Commercial Highway	Site – 100 spaces proposed)
South	Single Family-1	Detached homes
East	Agricultural	Undeveloped and future
	-	River Farm Development
West	Agricultural	Undeveloped

<u>Allowable Land Uses</u>: The proposed zoning change would limit the property to the proposed use as a duplex style residential development under one ownership, as shown in the site plan (Exhibit B).

<u>Area & Setback Requirements</u>: Minimum area and setback requirements for the requested Multi Family (MF) Zoning District are summarized below.

Multi Family

Lot Area: 10,000 sq ft; Front Yard: 25'

2,420 sq ft/du (18 du/acre) Rear Yard: 20'

Lot Width: 80'

Lot Depth: 120' Side Yard: 60' when excess of one

story in height and adjacent to Single Family Zoning District, 8' between buildings w/o openings and 15' between

buildings w/ openings

The proposed site exceeds the minimum lot size of 10,000 square feet required in the MF zoning district. The overall density is below the maximum 18 units per acre by proposing 10.5 units per acre.

Critical Land Use/ Zone Change Decision:

This duplex residential development would tie into the South Belton water and sewer lines. While the FLUM may permit multifamily development in the commercial highway corridor, the City's comprehensive Sewer Capacity Study, conducted by Halff and Associates in 2016, limits development to a lesser density. The Study, which led to the just completed 21,000' of sewer line and the nearly completed lift station, anticipated commercial developments in the corridor west of Toll Bridge Road, including retail stores, restaurants, offices, and other similar commercial uses, with less impact in the sewer shed basin. Phases 1 and 2 of the South Belton Sewer Project, the result of the City's future-oriented growth analysis, reflects an investment by the citizens of Belton totalling \$8 million dollars, with gravity sewer designed to serve nearly 2,000 acres at projected densities. These decisions were carefully made by Council and are only now being implemented. Nothing has changed in terms of the sewer system capacity. Please see exhibit named Critical Zoning Decision.

We have serious concerns with permitting a higher density development than anticipated in the existing sewer shed to connect to the system, requiring the use of more capacity than the system has allocated for development in this area. While there are currently no other users on the new sewer line, this increased density could impact future developments along the Interstate 35 corridor and constrain the Council's land use decisions. Increasing the sewer capacity is not feasible at this time and will require a substantial investment by the City in the future. Also, approval of this request will send a message that other high density residential development is acceptable in this corridor between Tollbridge Road and Interstate 35. Staff is already having these discussions with nearby property owners. We continue to feel this land use decision is critical and the proposal inappropriate. The Planning and Zoning Commission recommended approval.

If approved, a re-analysis of the Lampasas Sewer Basin will need to be conducted. The applicant has been informed and has agreed to participate in its cost.

Development Standards

The applicant is requesting a side yard reduction to 40' from 60' along the southern property line. Per the applicant, the distance between the existing residential structures on the property to the south and the proposed duplex buildings will exceed 60'. In addition, a proposed boundary fence and heavy landscaping are proposed to provide a buffer between the properties. The applicant is also requesting a 5' side yard setback reduction between the duplexes. The MF zoning requires a 15' separation between apartment buildings with openings (windows and doors); the site plan shows a 10' separation between the buildings. This is comparable to a 5' side yard setback in a Single Family-3 (SF-3) zoning district and appears reasonable. All other setbacks – front and rear setbacks are within standards.

<u>Access</u>: The applicant is proposing three means of access to this site – one on Toll Bridge Road and two on Interstate 35 Frontage Road, subject to TxDOT's approval.

Parking: According to Section 34, Off-Street Parking and Loading Requirements, of the Zoning Ordinance, multi-family developments with three bedrooms are required to have 2.5 off-street parking spaces. Staff believes this proposal is similar to a single family/duplex use which requires four parking spaces per dwelling unit. Per section 34.2, Special Off-Street Parking Provisions – Residential District, single family and duplex zoning districts are required to have two additional paved parking spaces behind the front property line to allow for stacking or maneuvering in addition to the two required covered parking spaces per section 34.6, Parking Requirements Based on Use. The minimum total number of parking spaces required is 760 (4 x 190). Staff is concerned that the project will not provide enough parking, and access to the buildings may be blocked when needed by public safety personnel. If the future residents are forced to park on the private streets because there is not enough room on the duplex property, there will be challenges to access residents during an emergency.

The applicant disagrees. This development proposes private roads (24' wide) with parking internal to the development which will be managed by a leasing agent. The applicant indicated

that each unit would have an oversized garage and two driveway spaces. Per the applicant, the oversized garage is adequate for the 1.5 parking required. The applicant is also proposing 20 visitor parking spaces and is agreeable to provide additional parking spaces subject to a completed evaluation of the site including tree preservation and site engineering requirements to achieve 3.5 spaces per unit. This will yield 665 spaces at the duplexes and with additional visitor parking. From previous experiences with similar types of developments, staff recommends 3.5 parking spaces per unit, a total of 665. The applicant is proposing a compromise of 590 total parking spaces (3 x 190 + 20 visitor parking spaces). A variance is required to allow for a reduction in parking standards, from 760. The number of parking spaces proposed is 78% of the required number of spaces. The Planning and Zoning Commission recommended 590 spaces.

Per the elevations provided, all the dwelling units are proposed to have a masonry veneer on the first floor and hardie plank siding on the second floor. As this is a highly visible Interstate 35 corridor, staff recommended compliance with the City's Building Design Standards, which requires 90% masonry construction on the first floor and 75% masonry construction on the second floor. Concrete material is proposed for the boundary fencing. Each unit will be individually metered for water service. Individual residential trash containers will be provided to service each unit. Landscaping plans have not been provided but must meet the requirements of the Design Standards. Internal trails and neighborhood parks are proposed to provide green space and amenities in the development. The Planning and Zoning Commission recommended against compliance with the City's Design Standards. While elevation designs were shown to the Commission, no conditions were recommended that will ensure these designs will be achieved.

Staff Recommendation

We retain serious reservations about the approval of this zoning change due to the issues relating to the designed, funded, and built sewer system. While the Future Land Use Plan (FLUM) indicates higher density residential development <u>may</u> be permitted, the area appears to be better suited for commercial development due to its proximity to, and visibility from, Interstate 35. In addition, the sanitary sewer system constructed in this area supports commercial development and low density residential, not the higher density proposed. If approved, Staff concurs with the 590 parking spaces. However, Staff recommends that all of the buildings conform to the Building Design Standards and the fencing, wall and screening requirements of Belton's Design Guidelines.

Planning and Zoning Commission Recommendation

At its meeting on June 21, 2022, the Planning and Zoning Commission voted 5-2 to recommend approval of the requested zoning change as recommended by staff, with exceptions to allow for a minimum of 590 parking spaces and acceptance of applicant's proposed building design with no design perimeters to achieve them.

If recommended for approval by City Council, staff recommends the following conditions:

- 1. The development must conform to all applicable uses indicated on the attached site plan and the Multiple Family Zoning District including adherence to Belton's Design Standards relating to Building Design Standards, and Fencing, Wall and Screening Standards.
- 2. A side yard setback of 40' is allowed along the southern property line adjacent to single family residential zoning district.
- 3. A reduction of the separation between buildings that have openings to 10' is allowed.
- 4. A minimum of 590 parking spaces shall be provided.
- 5. A one lot subdivision plat is required.
- 6. The applicant has agreed to cost share in the re-analysis of the sewer basin, at a cost not to exceed \$15,000.
- 7. The development of the property shall conform to all applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Code, including:
 - a. Building Design Standards
 - b. Landscape Design Standards
 - c. Tree Protection, Preservation, and Mitigation Standards
 - d. Fencing, Wall and Screening Standards.

Attachments

Zoning application/Letter/Site Plan Property Location Map Zoning map Critical Zoning Decision Map

Aerial photo

Map with zoning notice boundary (200')/Zoning notice to owners/Property owner's list Field notes

Applicant responses to staff comments

P&Z Minutes Excerpt

Ordinance

ZONING CHANGE APPLICATION



Fee: \$250.00

Date received:

APPLICANT NAME: Avenue D Investments, LLC	
EMAIL: travismitchell7@gmail.com	PHONE NUMBER: 512-944-0948
MAILING ADDRESS: 1268 Kirby Kyle, TX 78640	
PROPERTY OWNER NAME: Michael and Nancy Henninger	
EMAIL: mhenninger.ctp@gmail.com	PHONE NUMBER: 254-718-5229
MAILING ADDRESS: 5890 Toll Bridge Road Belton, TX 76513	
Proposed Use of Structures (building) and Property (exterior property Use: Duplex buildings with residential dwellings for	
Current Use: Single family residence / Ag	
LOCATION/STREET ADDRESS OF PROPERTY TO BE REZONED: 5890 Toll Brdige Road Belton, TX 76513	
Legal Description of Property: Abstract Survey 18.168 Acres, being 14.583 ac	cre tract and 3.585 acres tract, in the F Madrigal Sruvey, in Bell County
Lot(s): Block(s):, of Subdivision	
Existing Zoning: Highway Commercial/ Ag Proposed Zon	ning: Planned Unit Development
Signature of Applicant: BY: Mynoson Signature of Owner (if not applicant): Mulaulaning	Date: 4/18/2022

City of Belton Planning Department
333 Water Street * Belton, Texas 76513 * Phone (254) 933-5812 * Fax (254) 933-5822

Check	list for Items to be submitted with a zoning change application:
	Signed application
	Fees paid
	Complete legal descriptions of the property to be rezoned
	Site plans per Section 32, Planned Development, of the Zoning Code. Please see
	below for guidelines.
	In the event the request involves more than one lot, a portion of a lot or irregular
	tracts or acreage, a Metes and Bound legal description, prepared by a registered
	Land Surveyor, registered in the State of Texas, is required.

Notice: If any construction is planned, a copy of the plans and a plat must be attached. Requests for zoning changes must be submitted by the 15th day of the month to be placed on the agenda for the Planning and Zoning Commission meeting the next month. The Planning and Zoning Commission meets on the third Tuesday of the month; their recommendations are normally placed on the agenda for the City Council meeting on the fourth Tuesday of the month.

The development plan shall include:

- a. A site inventory analysis including a scale drawing showing existing vegetation, natural water courses, creeks or bodies of water and an analysis of planned changes in such natural features as a result of the development. This should include as a delineation of any flood prone areas.
- b. As a scale drawing showing any proposed public or private streets and alleys; building sites or lots; and areas reserved as parks, parkways, playgrounds, utility easements, school sites, street widening and street changes; the points of ingress and egress from existing streets; general location and description of existing and proposed utility services, including size of water and sewer mains; the location and width for all curb cuts; the land area of all abutting sites; and the zoning classification thereof on an accurate survey of the tract with as a topographical contour interval of not more than five feet (5').
- c. As a site plan for proposed building complexes showing the location of separate buildings and the minimum distance between buildings and property lines, street lines and alley lines. Also, to be included on the site plan is a plan showing the arrangement and provision of off-street parking.
- d. As a landscape plan showing turf areas, screening walls, ornamental planting, wooded acres and trees to be planted.
- e. An architectural plan showing elevations and signage style to be used throughout the development in all districts except single-family and two-family may be required by the Planning and Zoning Commission or City Council if deemed appropriate.
- f. All Development Plans may have supplemental data describing standards, regulations or other data pertinent to the development of the Planned Development District which is to be included in the text of the amending ordinance.

April 18, 2022

City of Belton Planning and Zoning Department PO Box 120 Belton, TX 76513

Re: Zoning Application for 5890 Toll Bridge

To Whom it May Concern,

Thank you for considering the zoning request on our property, 5890 Toll Bridge in Belton. This proposal has been a year in the making. We are proud to submit this complete zoning request for your review. If you have any questions of us as landowners, please do not hesitate to reach out. For technical questions, please contact the developers using the contact information they provided.

Sincerely,

Michael and Nancy-Henninger

254-718-5229

mhenninger.ctp@gmail.com

April 18, 2022

City of Belton
Planning and Zoning Department
PO Box 120
Belton, TX 76513

RE: Zoning Application to the Henninger's Tract

To Whom it May Concern,

Thank you for accepting our zoning application for the two parcels that make up the Henninger's tract. The proposed zoning for the tract is Planned Unit Development to create a single family for rent multifamily residential community with residential amenities and trail.

The property is comprised of two parcels a 14.583-acre and 3.585-acre tracts for a total of 18.168 acres. The site is located east of Interstate Highway 35 (IH-35) and has a little over 1,035 linear feet of road frontage along IH-35 and Toll Bridge Road. There will be two entrances to the community one being on IH-35 and the other on Toll Bridge. There are City of Belton utilities that are sufficient in capacity to service the tract. Currently, two ponds are proposed to manage storm water. The proposed site plan is intended to weave the residential units around the exiting trees and is subject to change based on the pending tree survey.

The single family for rent use will add needed housing in the City and broaden the housing options. This is an important option for the City especially with the increasing interest rates pushing home ownership out of reach or delaying a purchase.

Below is a short summary of the proposed development and attached is the zoning application for your review and comment.

Site Summary

- Site includes: 95 Residential buildings (190 units), 1.5 acres for stormwater management, pool/ leasing office, 2 pocket parks
- Units have 18' long driveways
- Private roads to be 24' wide and strategically widened to be 26' at fire hydrant locations if required
- Private alley to be 20' wide (only in southeastern block)
- 6 Buildings (12 units) at location of existing home.

Assumptions

- Proposed variance to allow 40' side yard when building is more than one story in height and adjacent to SF zoning. (15.4. A.2 of Zoning Ordinance)
- Toll Bridge Road ROW widened 15' into the site
- Public Water/ Sewer within a combined easement on our private roads
- TBD: Optional entrance at the north end of I-35.

Should you have any questions regarding the application please reach out to Travis Mitchell at 512-944-0948 or email: travismitchell7@gmail.com or Myra Goepp at 512-472-7455 or email: Myra@benchmarktx.net.

Thank you for the opportunity to submit this application.

/ 5890 TOLL BRIDGE ROAD / EXISTING CONDITIONS





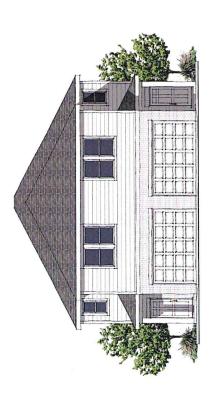




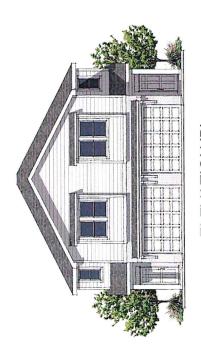
PROPOSED TOLL BRIDGE ROAD IMPROVEMENTS (BY OTHERS) PRIVATE STREET - PROPOSED CROSS SECTION PRIVATE ALLEY - PROPOSED CROSS SECTION April 14, 2022 Scale: 1" = 50' EMPIRE RENTAL LIVING

/ 5890 TOLL BRIDGE ROAD / PROPOSED SITE IMPROVEMENT PLAN

/ 5890 TOLL BRIDGE ROAD / DUPLEX ELEVATION EXAMPLES



ELEVATION 'A'



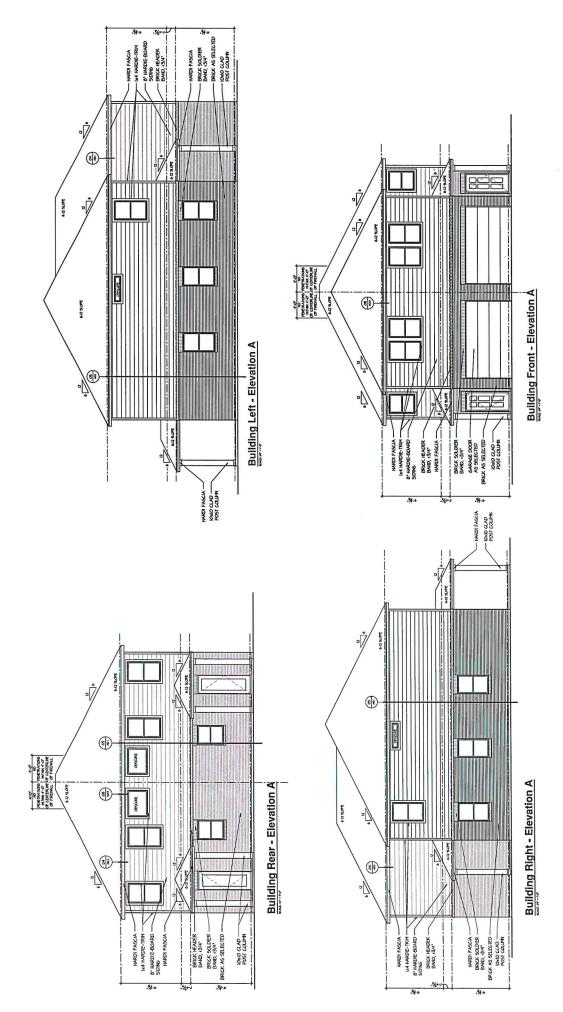
ELEVATION 'B'



ELEVATION 'C'



/ 5890 TOLL BRIDGE ROAD / DUPLEX ELEVATION EXAMPLES





/ 5890 TOLL BRIDGE ROAD / SIGNAGE & FENCING EXAMPLES

Example Boundary Fence



Example Boundary Fence

Example Sign

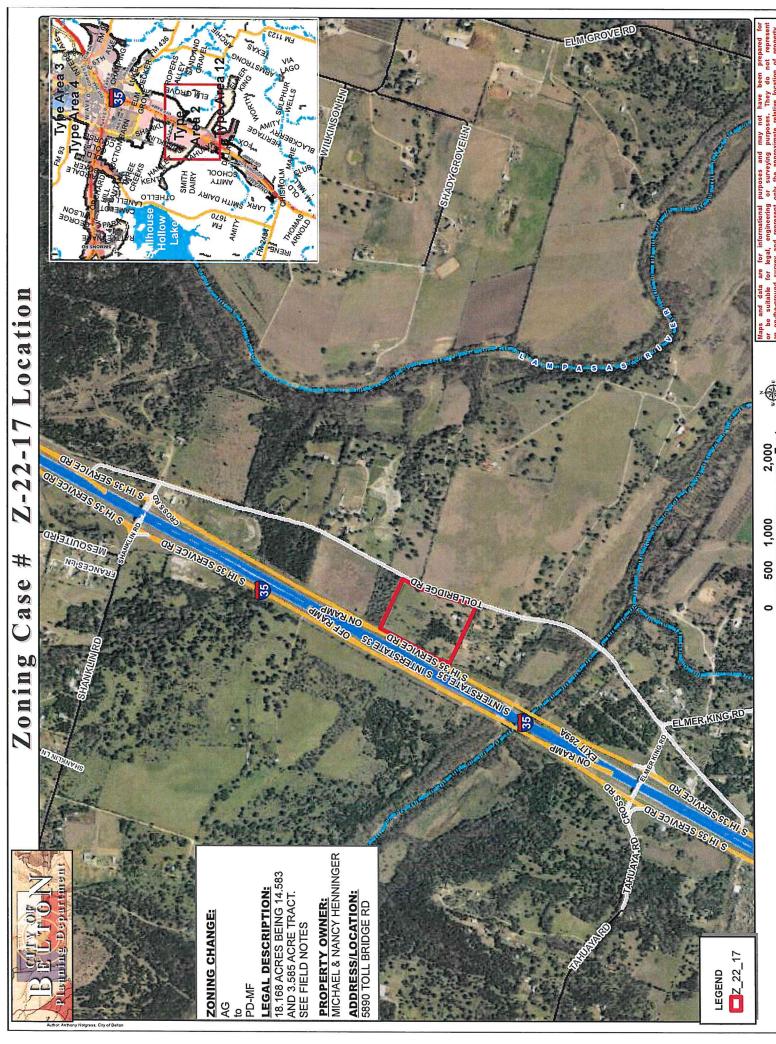


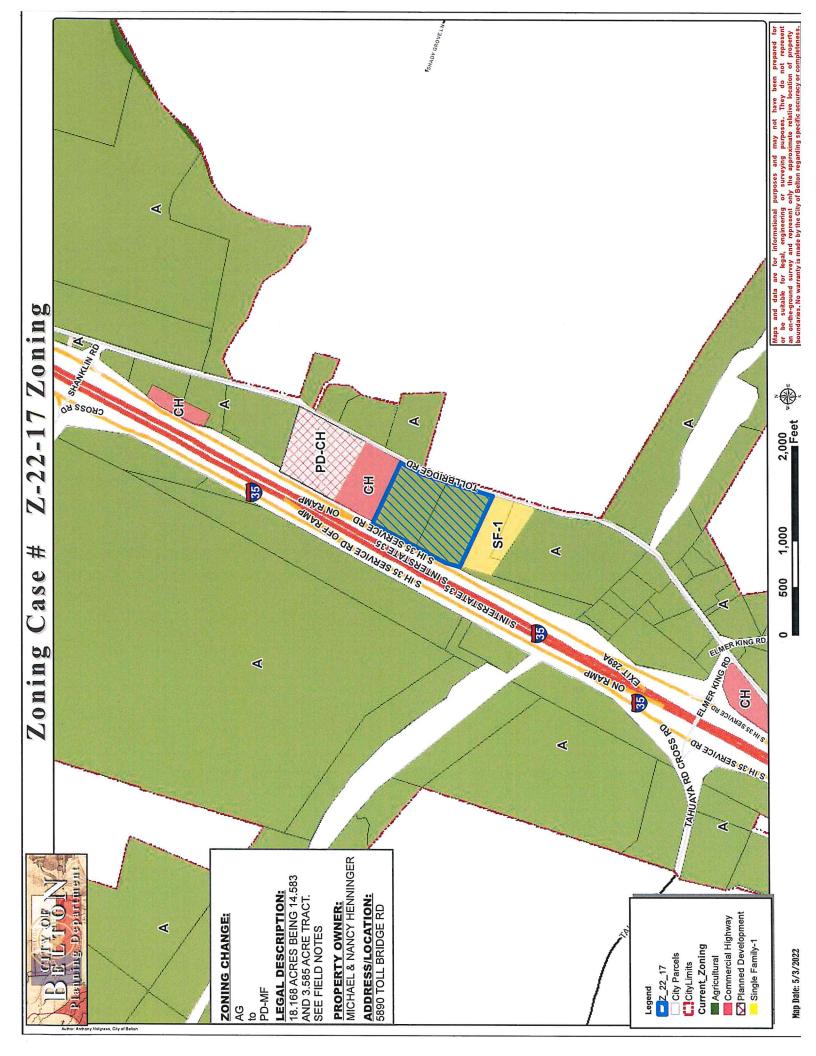
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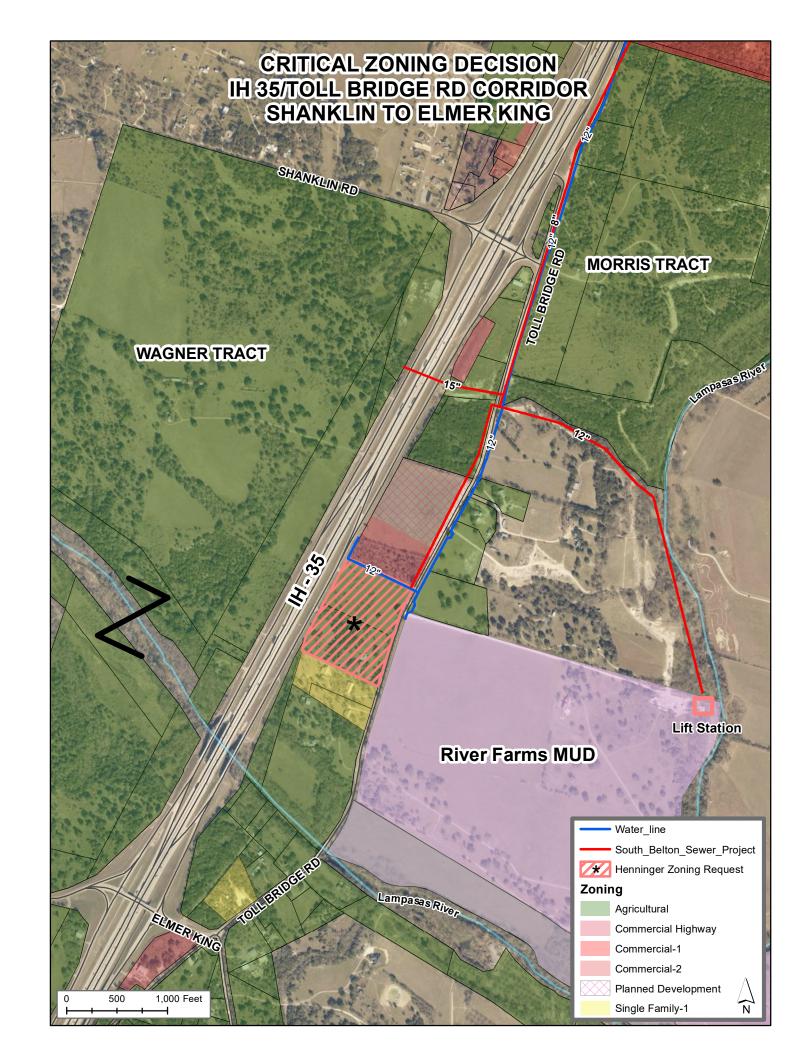
WOOD PANELS



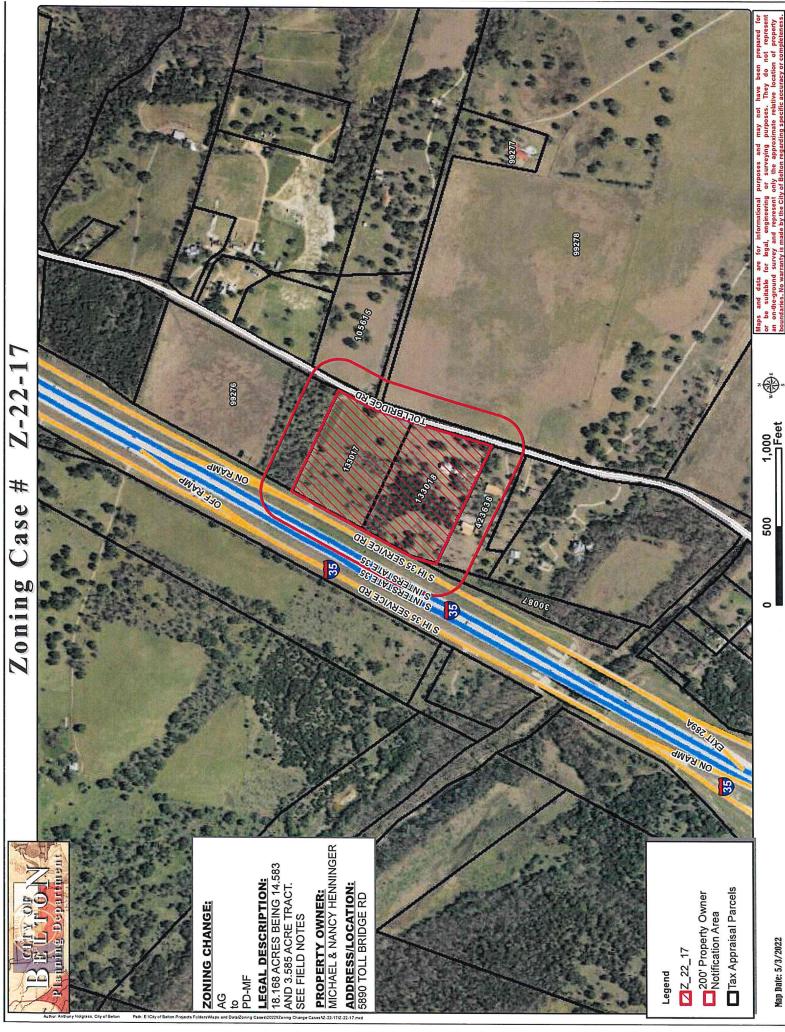












NOTICE OF APPLICATION FOR AN AMENDMENT TO THE ZONING ORDINANCE OF THE CITY OF BELTON

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: AVENUE D INVESTMENT, LLC.

TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 5890 TOLLBRIDGE DRIVE

FROM A(N) _ AGRICULTURAL	ZONING DISTRICT,
TO A(N) PLANNED DEVELOPMENT - MULTIPLE FAMILY (MF)	ZONING DISTRICT,
TO DEVELOP DUPLEX APARTMENT COMPLEX	
The Planning & Zoning Commission of the City of Belton, Texas of Pursuant to this request at <u>5:30 P.M., Tuesday, May 17, 2022</u> , at the Alexander, Belton, Texas.	
If approved by the Planning & Zoning Commission, this item will be a Public Hearing by the City Council. That meeting will be at <u>5:30 P.M.</u> the T. B. Harris Community Center, 401 Alexander Street, Belton, Texas.	, Tuesday, May 24, 2022, AT
As an interested property owner, the City of Belton invites you regarding this zoning change. You may submit written comments by returning it to the address below or via email to Planning@beltontexa May 17, 2022.	COMPLETING THIS FORM AND
IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARING IMPAIRE CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.	ED, PLEASE CONTACT THE CITY
circle one AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUESTED ZONING APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:	AMENDMENT PRESENTED IN THE
AT LICATION ABOVE FOR THE REASONS EAFRESSED BELOW.	
1.	
2.	
3.	
(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET	OF PAPER)
Date: Signature:	
	PLANNING DEPARTMENT

PLANNING DEPARTMENT CITY OF BELTON P. O. BOX 120 BELTON, TEXAS 76513 254-933-5812 30087

SHEPPERD, BEN TAYLOR ETUX KRISTEN NESBITT

808 SOUTHERN HILLS CT

COLLEGE STATION, TX 77845

99278

HUNT COMMUNITIES BELTON LLC

6101 TOLLBRIDGE RD

BELTON, TX 76513

133018

HENNINGER, FRED MICHAEL ETUX

5890 TOLLBRIDGE RD BELTON, TX 76513-7559 99276

HERRICK PROPERTIES LLC - SERIES D

13480 BLACKBERRY RD

SALADO, TX 76571

105615

SHEPPARD, ELIZABETH A

PO BOX 687

BELTON, TX 76513

423638

STONE, KENNETH W ETUX SHELLEY E

5900 TOLLBRIDGE RD

BELTON, TX 76513-8212

99277

HUNT COMMUNITIES BELTON LLC

6101 TOLLBRIDGE RD

BELTON, TX 76513

133017

HENNINGER, FRED MICHAEL ETUX

5890 TOLLBRIDGE RD

BELTON, TX 76513-7559

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

THE CITY OF DELTON HAS D	ECEIVED A REQUEST FROM: AVENUE D INVE	STMENT, LLC.
To CHANCE THE FOLLOWING	DESCRIBED PROPERTY: 5890 TOLLBRIDGE	DRIVE
FROM A(N) AGRICULTUR		ZONING DISTRICT,
To A(N) PLANNED DEV	ELOPMENT - MULTIPLE FAMILY (MF)	ZONING DISTRICT,
TO DEVELOP DUPLEX APA	ARTMENT COMPLEX	
PURSUANT TO THIS REQUES ALEXANDER, BELTON, TEX	ONING COMMISSION OF THE CITY OF BELTOST AT 5:30 P.M., Tuesday, May 17, 2022 AS. E PLANNING & ZONING COMMISSION, THIS IT CITY COUNCIL. THAT MEETING WILL BE AT	2, AT THE T.B. HARRIS CENTER, 401 N. TEM WILL BE PLACED ON THE AGENDA FOR
THE T. B. HARRIS COMMUN	ITY CENTER, 401 ALEXANDER STREET, BELT	ron, Texas.
REGARDING THIS ZONING	PROPERTY OWNER, THE CITY OF BELTON IN CHANGE. YOU MAY SUBMIT WRITTEN COMRESS BELOW OR VIA EMAIL TO PLANNING@E	IMENTS BY COMPLETING THIS FORM AND
IF YOU REQUIRE INT CLERK AT CITY HALL AT L	ERPRETER SERVICES FOR THE DEAF OR HEAR EAST 48 HOURS BEFORE THESE MEETINGS.	ing impaired, please contact the City
ADDITION ABOVE FOR TH	circle one Y OWNER, I (PROTEST) (APPROVE) THE REQUES E REASONS EXPRESSED BELOW: The growth and deve	
3.		DATE CHIEF OF DADED
(FUR)	THER COMMENTS MAY BE EXPRESSED ON A SEPA	RATE SHEET OF PAPER)
DATE: May 10, 2	SIGNATURE:	my/senninger)
		PLANNING DEPARTMENT CITY OF BELTON P. O. BOX 120 BELTON, TEXAS 76513 254-933-5812
133017	133018	
HENNINGER, FRED MICHAEL ETUX	HENNINGER, FRED MICHAEL ETUX	- 4
5890 TOLLBRIDGE RD	5890 TOLLBRIDGE RD	Mclwed 5/16/22
BELTON, TX 76513-7559	BELTON, TX 76513-7559	elila
BELION IN 1902		2/16/20

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

City of Belton, City Hall 333 Water Street Tuesday, June 21, 2022

The Planning and Zoning Commission met at 5:30 p.m. at the Harris Community Center, 401 North Alexander Street. Commission members who were present: Chair Brett Baggerly, Vice Chair Dave Covington, Dave Jarratt, Quinton Locklin, Alton McCallum, Zach Krueger and Joshua Knowles. The following members were absent: Nicole Fisher and Luke Potts. The following staff members were present: Director of Planning Bob van Til, Planner Tina Moore, and IT Specialist Alex Munger.

4. Z-22-17 - Hold a public hearing and consider a zoning change from Agricultural (AG) to Planned Development - Multiple Family District (PD – MF) on approximately 18.168 acres located at 5890 Toll Bridge Road.

Staff Planner Ms. Moore presented the staff report.

Chair Baggerly opened the public hearing. With no other requesting to speak, the public hearing was closed.

The applicant's representative, Myra Goepp, spoke to the commission on the benefits of affordable housing development and addressed staff concerns related to parking and sewer capacity.

Commission Member Jarratt made a motion to approve Z-22-17 as presented by staff with exception of City's masonry provision item 6B and parking standards. The motion failed without a second.

Commission Member Jarratt made a motion to approve Z-22-17 as presented by staff, with exceptions to allow for a compromised total of 590 parking spaces and the waiver of City masonry provision in item 6B. The motion was seconded by Commission Member Krueger. The motion was approved with 5 ayes, 2 nays. Chair Baggerly and Vice Chair Covington dissenting. Both stated they did not believe this proposal to be the best use of the property

ORDINANCE NO. 2022-31

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL TO PLANNED DEVELOPMENT – MULTIPLE FAMILY DISTRICT ON APPROXIMATELY 18.168 ACRE PROPERTY LOCATED 5890 TOLL BRIDGE ROAD.

WHEREAS, Avenue D Investments, LLC, representing Michael and Nancy Henninger, the property owner, has presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 21st day of June, 2022, at 5:30 p.m. for hearing and adoption, said district being described as follows:

approximately 18.168 acres located at 5890 Toll Bridge Road (location map attached as Exhibit "A")

WHEREAS, said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time, and place of the hearing on said application by the City Council of the City of Belton was set for the 28th day of June 2022, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that the said district located on a tract of land as more fully and completely described above, be and is hereby changed Agricultural to Planned Development – Multiple Family, in accordance to Section 32, *Planned Development District*, and Section 15, *Multiple Family District*, and the Design Standards in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

- The development must conform to all applicable uses indicated on the attached site plan including adherence to Belton's Design Standards relating to Building Design, fencing and screening, and the Multiple Family Zoning District.
- 2. A side yard setback of 40' is allowed along the southern property line adjacent to single family residential zoning district.
- 3. A reduction of the separation between buildings that have openings to 10' is allowed.
- A minimum of 590 parking spaces shall be provided.
- 5. A one lot subdivision plat is required.

- 6. The applicant will cost share in the re-analysis of the sewer basin up to \$15,000.
- 7. The development of the property shall conform to all applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Code, including:
 - a. Building Design Standards
 - b. Landscape Design Standards
 - c. Tree Protection, Preservation, and Mitigation Standards
 - d. Fencing, Walls, and Screening Standards.

•	d and adopted by th	ng of the City Council of the City of Belton ne City Council on the 28 th day of June s.
SIGNED AND APPRO 28 th day of June, 2022.	VED by the Mayor a	and attested by the City Clerk on this the
ATTEST:		Wayne Carpenter, Mayor
Amy M. Casey, City Clerk		

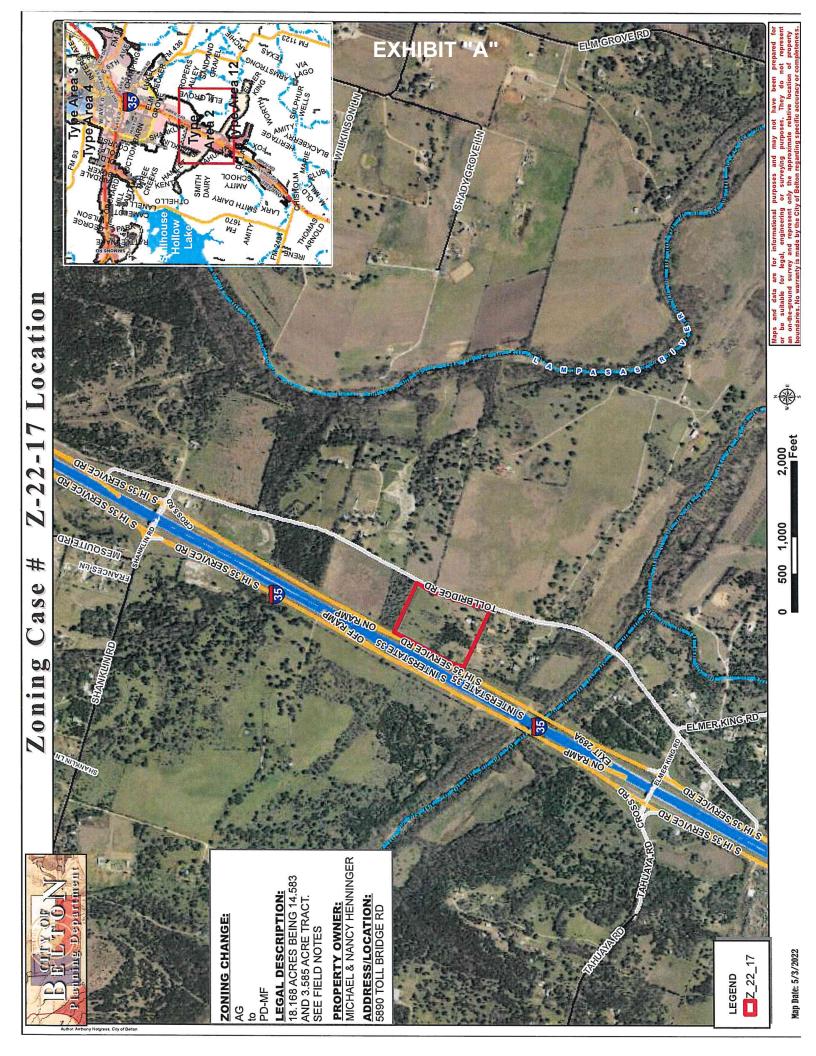


EXHIBIT "B"







Staff Report – City Council Agenda Item



Date: June 28, 2022

Case No.: Z-22-19

Request: Agricultural to MH
Applicant/Owner: Emerald Oaks MHP –

Kambiz Reissedonna

Agenda Item #6

Z-22-19 - Hold a public hearing and consider a zoning change from Agricultural to Mobile Home District on approximately 6.422 acres located at 2061 Circle Oak Loop.

Originating Department

Planning Department – Tina Moore, Planner

<u>Current Zoning</u>: Agricultural District

Proposed Zoning: Mobile Home District

Proposed Uses: Mobile Home Park

Future Land Use Map Designation:

The FLUM identifies this general area as a commercial center suitable for smaller scale commercial uses.

Design Standards Type Area 2:

This Type Area includes various blocks along I-35 and I-14 that are projected for commercial highway frontage uses.

Background/Case Summary

The applicant is the property owner of the Emerald Oaks Mobile Home Park, which was annexed in 2006. The park was zoned Agricultural upon annexation and has been operating as a legal non-conforming use. The owner submitted this application to bring the park into compliance with Zoning requirements. There are currently 19 manufactured homes and two unused recreational vehicles that are stored at this location.

The owner is not planning to locate any new homes onsite or to make improvements currently. Code Enforcement Officers and Building Inspection staff are actively working with the property owner to secure an annual permit as required for all Mobile Home Parks. The approval of this

City Council Agenda Item June 28, 2022 zoning change does not alleviate the owner's responsibility to comply with the City's Code of Ordinances, Chapter 12, *Mobile Home Parks*, to ensure minimum safety requirements are met. This zoning request is positive evidence that the owner is attempting to bring the property into compliance with City ordinances.

Project Analysis and Discussion

<u>Existing Conditions:</u> The surrounding properties east and west of the subject property are also zoned Agricultural from annexation. The property west is also a non-conforming mobile home park. The property east is developed with a detached home. The properties south of Interstate 14 are zoned Commercial-1 and Agricultural.

<u>Allowable Land Uses:</u> The existing use is permitted in the MH District. New homes placed in this park will be required to comply with current standards.

<u>Area & Setback Requirements:</u> The subject lot exceeds the minimum area requirement for the Mobile Home District, which requires a minimum of five acres and a maximum of 25 acres for a Mobile Home Park. This site is approximately six acres. The maximum density allowed is 20 units per acre. The site currently has three units per acre.

Recommendation

At its meeting on June 21, 2022, the Planning and Zoning Commission voted unanimously to postpone this item in favor of a Planned Development – Mobile Home Residential zoning district to establish a maximum density for the park.

Attachments

Zoning application
Property Location Map
Zoning map
Aerial
Map with zoning notice boundary (200')/Zoning notice to owners/Property owner's list
P&Z Minutes Excerpt
Ordinance

ZONING CHANGE APPLICATION



Fee: \$250.00

Date received: 04-28-22
APPLICANT NAME: Kam hiz Reissedon na
TOYI) IIIC VITI DICUTIVA
MAILING ADDRESS: + 1/2 PHONE NUMBER: (512) 773-6664 MAILING ADDRESS: + 1/2 PHONE NUMBER:
MAILING ADDRESS: Vista View Dr. Austin, Tx 78750
PROPERTY OWNER NAMES Forshad Ressedonne
FMAII PHONE NUMBED:
Kambiz. reissedonna (a) qmail. com (512) 7-73-6664
MAILING ADDRESS: Vista View D. Austin, TX 78750
Proposed Use of Structures (building) and Property (exterior property): Mahile Home + Roy K
Current Use: Mobile Home + RV Park
LOCATION/STREET ADDRESS, OF PROPERTY TO BE REZONED:
106 Circle Oak loop.
Legal Description of Property: Abstract Survey
Lot(s): Block(s):,
of Subdivision
Existing Zoning: Proposed Zoning: MH
Signature of Applicant: Date:
Signature of Owner (if not applicant): Date:

City of Belton Planning Department
333 Water Street * Belton, Texas 76513 * Phone (254) 933-5812 * Fax (254) 933-5822

Emerald bahs mHP 6.422 acres

Checklist for Items to be submitted with a zoning change application:

<u>v</u> s	Signed	app	lication
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✓ Fees paid

Complete legal descriptions of the property to be rezoned

Site plans per Section 32, Planned Development, of the Zoning Code. Please see below for guidelines.

In the event the request involves more than one lot, a portion of a lot or irregular tracts or acreage, a Metes and Bound legal description, prepared by a registered Land Surveyor, registered in the State of Texas, is required.

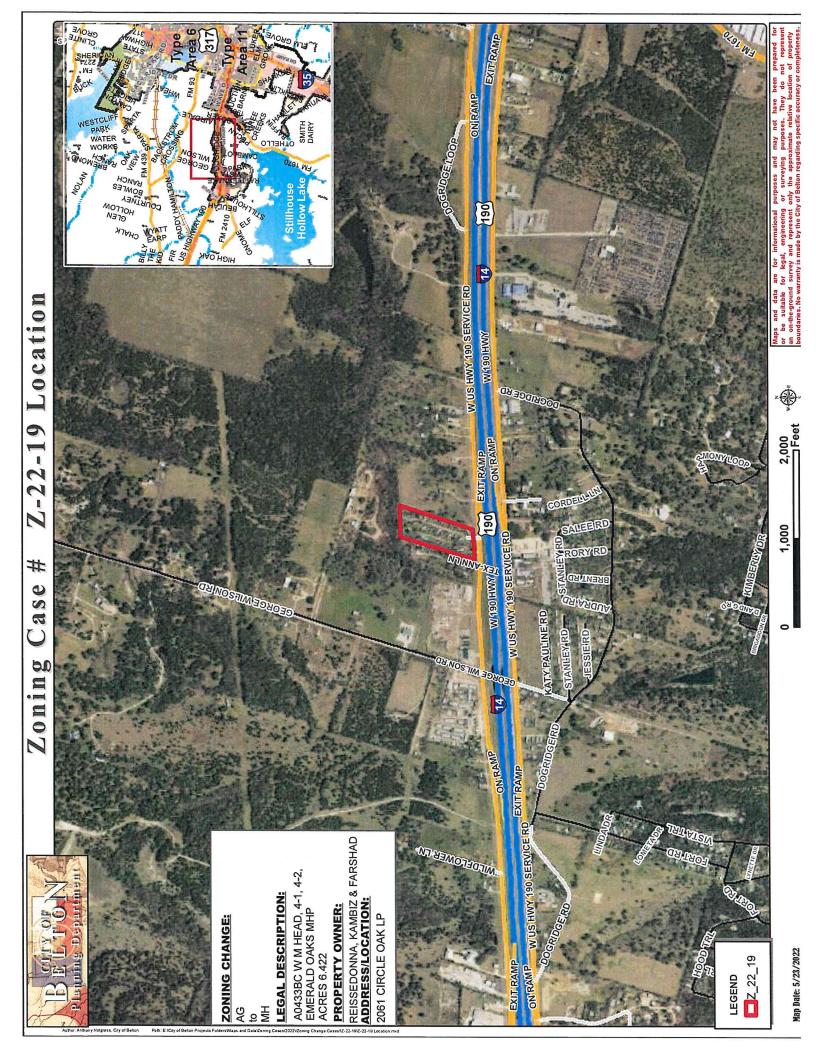
Notice: If any construction is planned, a copy of the plans and a plat must be attached. Requests for zoning changes must be submitted by the 15th day of the month to be placed on the agenda for the Planning and Zoning Commission meeting the next month. The Planning and Zoning Commission meets on the third Tuesday of the month; their recommendations are normally placed on the agenda for the City Council meeting on the fourth Tuesday of the month.

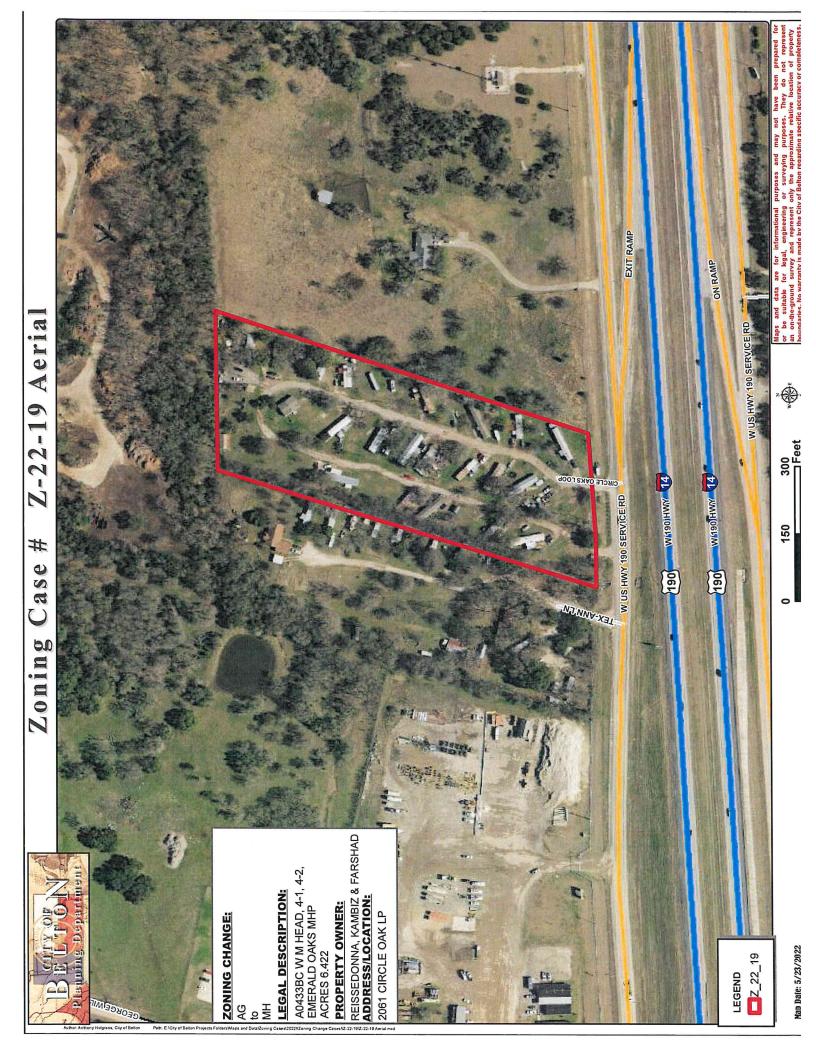
The development plan shall include:

- a. A site inventory analysis including a scale drawing showing existing vegetation, natural water courses, creeks or bodies of water and an analysis of planned changes in such natural features as a result of the development. This should include as a delineation of any flood prone areas.
- b. As a scale drawing showing any proposed public or private streets and alleys; building sites or lots; and areas reserved as parks, parkways, playgrounds, utility easements, school sites, street widening and street changes; the points of ingress and egress from existing streets; general location and description of existing and proposed utility services, including size of water and sewer mains; the location and width for all curb cuts; the land area of all abutting sites; and the zoning classification thereof on an accurate survey of the tract with as a topographical contour interval of not more than five feet (5').
- c. As a site plan for proposed building complexes showing the location of separate buildings and the minimum distance between buildings and property lines, street lines and alley lines. Also, to be included on the site plan is a plan showing the arrangement and provision of off-street parking.
- d. As a landscape plan showing turf areas, screening walls, ornamental planting, wooded acres and trees to be planted.
- e. An architectural plan showing elevations and signage style to be used throughout the development in all districts except single-family and two-family may be required by the Planning and Zoning Commission or City Council if deemed appropriate.
- f. All Development Plans may have supplemental data describing standards, regulations or other data pertinent to the development of the Planned Development District which is to be included in the text of the amending ordinance.



10:53



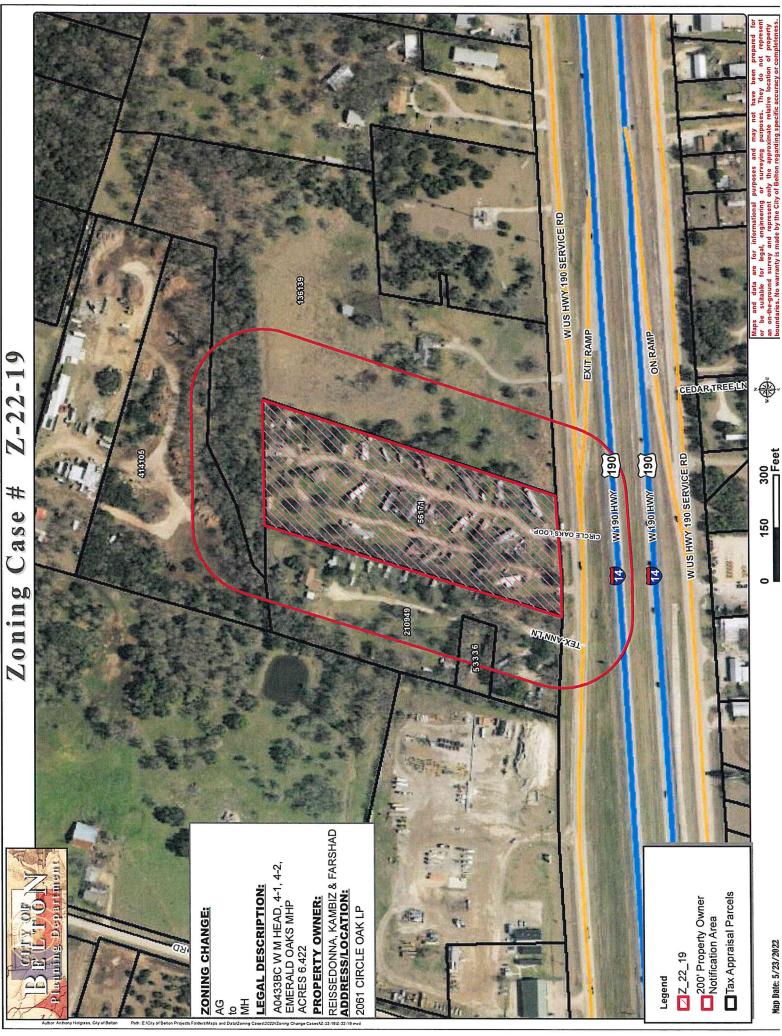




NOTICE OF APPLICATION FOR AN AMENDMENT TO THE ZONING ORDINANCE OF THE CITY OF BELTON

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: KAMBIZ & FARSHAD REISSE	EDONNA ,
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 2061 CIRCLE OAK LOOP	3
From A(n) _ Agricultural	ZONING DISTRICT,
TO A(N) MOBILE HOME PARK	ZONING DISTRICT,
TO BRING EXISTING MOBILE HOME PARK INTO COMPLIANCE WITH ZONING STANDARD	S .
THE PLANNING & ZONING COMMISSION OF THE CITY OF BELTON, TEXAS OF PURSUANT TO THIS REQUEST AT 5:30 P.M., Tuesday, June 21, 2022, AT THE TALEXANDER, BELTON, TEXAS. IF APPROVED BY THE PLANNING & ZONING COMMISSION, THIS ITEM WILL BE A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL BE AT 5:30 P.M., THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET, BELTON, TEXAS. AS AN INTERESTED PROPERTY OWNER, THE CITY OF BELTON INVITES YOU REGARDING THIS ZONING CHANGE. YOU MAY SUBMIT WRITTEN COMMENTS BY RETURNING IT TO THE ADDRESS BELOW OR VIA EMAIL TO PLANNING@BELTONTEXAMAY 17, 2022.	T.B. HARRIS CENTER, 401 N. PLACED ON THE AGENDA FOR Tuesday, June 28, 2022, AT TO MAKE YOUR VIEWS KNOWN COMPLETING THIS FORM AND
If you require interpreter services for the deaf or hearing impaire Clerk at City Hall at least 48 hours before these meetings.	CD, PLEASE CONTACT THE CITY
circle one	
As an interested property owner, I (protest) (approve) the requested zoning application above for the reasons expressed below:	AMENDMENT PRESENTED IN THE
1.	
2.	
3.	
(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET	OF PAPER)
Date: Signature:	

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



Map Date: 5/23/2022

53336 HUTTON, ANNA 1706 TEX ANN LN

BELTON, TX 76513-7476

56171

REISSEDONNA, KAMBIZ & FARSHAD 9709 VISTA VIEW DR

AUSTIN, TX 78750-3337

414105

RABROKER, DENNIS G

1461 GEORGE WILSON RD

BELTON, TX 76513

136139

MAHLER, MARK & JULIA

1011 N MAIN ST

BELTON, TX 76513-2570

210949

HUTTON, HARMON V II

1659 TEX ANN LN

BELTON, TX 76513-7475

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

City of Belton, City Hall 333 Water Street Tuesday, June 21, 2022

The Planning and Zoning Commission met at 5:30 p.m. at the Harris Community Center, 401 North Alexander Street. Commission members who were present: Chair Brett Baggerly, Vice Chair Dave Covington, Dave Jarratt, Quinton Locklin, Alton McCallum, Zach Krueger and Joshua Knowles. The following members were absent: Nicole Fisher and Luke Potts. The following staff members were present: Director of Planning Bob van Til, Planner Tina Moore, and IT Specialist Alex Munger.

5. Z-22-19 – Hold a public hearing and consider a zoning change from Agricultural to Mobile Home District on approximately 6.422 acres located at 2061 Circle Oak Loop.

Staff Planner Ms. Moore presented the staff report.

Chair Baggerly opened the public hearing. With no other requesting to speak, the public hearing was closed.

The applicant, Kambiz Reissedonna, addressed questions from the commission.

Vice Chair Covington made a motion to postpone this request to the July meeting in favor of a Planned Development – Mobile Home district to provide a maximum density for this site, which was second by Commission Member Jarratt. The motion passed with 7 ayes, 0 nays.

Staff Report - City Council Agenda Item

Date: June 28, 2022

Case No.: Z-21-05

Request: PD-SF1 to PD-SF-1 w/ SUP for

Accessory Dwelling Unit

Applicant/Owner: LGGD Properties, LLC.

Agenda Item #7

Z-22-21 - Hold a public hearing and consider a zoning change from Planned Development – Single Family-1 Zoning District to Planned Development – Single Family-1 with a Specific Use Permit for an Accessory Dwelling Unit on approximately 0.928 acres located at 517 E. 25th Avenue.

Originating Department

Planning – Tina Moore, Planner

<u>Current Zoning</u>: Planned Development – Single Family Residential-1 (PD-SF1)

<u>Proposed Zoning</u>: Planned Development – Single Family Residential-1 with a Specific Use Permit for an Accessory Dwelling Unit (PD-SF1 w/ SUP)

Future Land Use Map (FLUM) Designation: Residential

Design Standards Type Area 14:

Type Area 14 is currently and projected to be primarily single lot developments. This includes the former Leon Valley Golf Course, River Fair, Red Rock and Smith Dawson Ranch areas.

Background/Case Summary

The applicant submitted this application to allow for an attached Accessory Dwelling Unit (ADU). The applicant is proposing to remodel the existing house into two separate living quarters with a kitchen in both sections. Our Zoning Ordinance was amended in October 2018 to allow ADUs in certain zoning districts and established basic standards for this use. An ADU with a kitchen is allowed in the SF-1 Zoning District as an incidental use on the same lot as the main dwelling unit, subject to approval of a Specific Use Permit. The following standards apply:

- a. Lot must be zoned AG, RE, SF-1, SF-2, SF-3;
- b. Limit to ONE ADU per lot;
- c. Minimum lot size is 5000 square feet;

- d. Maximum square feet allowed shall be 800 square feet or no more than 60% of the square footage of the main building, whichever is greater;
- e. Maximum Height: must be compatible with surrounding structures, not to exceed 2½ stories;
- f. Building setbacks ADU must be constructed to the rear of the main building and observe the same side yard setbacks as required for the main building. An ADU shall have a rear yard setback of no less than 10 feet, and if detached from the main structure, must be separated from the main structure by a minimum distance of 10 feet;
- g. One additional parking space is required for the addition of an ADU unless the parking requirement is already satisfied on the lot;
- h. Maximum lot coverage shall be no more than 60% with the addition of an ADU, including the main building and any other accessory buildings;
- i. Building materials shall be compatible with the main building and comply with the City of Belton Design Standards;
- j. Water and sewer utilities must share meters with the main building;
- k. Lot must be platted or exempt from platting per Section 45, Creation of Building Site;
- I. The ADU may not be sold separately from sale of the entire property, including the main dwelling unit.

The applicant's property consists of approximately 0.928 acres with the building envelope of the main structure comprising approximately 3,440 sq. ft. The main structure will be remodeled to provide two living areas connected by a covered breezeway. With the proposed remodel, the main dwelling unit will be approximately 1,650 sq. ft. The proposed ADU is approximately 1,550 sq. ft. to accommodate a kitchen, two bedrooms, two and half bathrooms, living room, utility room and an office. The ADU will have a 2-car attached garage and will be accessed via the existing driveway. The main house has a 2-car garage and additional parking is available on the paved driveway, no additional parking spaces are needed. The units will share utilities including water, sewer, and electricity. The main structure was built in 1964 with a masonry exterior. A new masonry wall is proposed to create a private courtyard at the front of the residence.

The proposed ADU does not exceed the maximum size permitted and is approximately 45% of the existing house. The existing house is approximately 3,440 square feet and is being remodeled to accommodate the two dwelling units. This seems like a reasonable request as the current building envelope is not being increased.

Project Analysis and Discussion

Per Zoning Ordinance Section 33.2, in the spirit of determining the validity of the SUP request for an ADU, the following criteria should be considered:

- 1. Is the use harmonious and compatible with surrounding existing uses or proposed uses?
 - The adjacent properties are developed as single-family detached residential units. The property with the proposed ADU is also on a lot with a single-family detached home.

- 2. Are the activities requested by the applicant normally associated with the requested use?
 - Yes, an ADU with a second kitchen area is allowed with an SUP and must comply with the adopted standards.
- 3. Is the nature of the use reasonable?
 - Yes. The lot is 0.9 acres and is large enough to provide sufficient distance between the proposed ADU and the neighboring properties.
- 4. Has any impact on the surrounding area been mitigated?
 - There are no visible impacts to the surrounding properties.

The requested SUP appears to satisfy the criteria above. The proposal will not be noticeable as it is an attached ADU and will appear as a residential home with a four-car garage from the exterior. It appears the ADU will have little, if any, impact to the neighborhood.

Recommendation

At its meeting on June 21, 2022, the Planning and Zoning Commission voted unanimously to recommend approval of the requested zoning change from Planned Development – Single Family-1 Zoning District to Planned Development – Single Family-1 with a Specific Use Permit for an Accessory Dwelling Unit subject to the following:

- 1. The use of the property shall conform to SF-1 Zoning District in all respects.
- 2. In addition, a specific use permit is authorized for an accessory dwelling unit with a kitchen, subject to standards identified in Ordinance 2018-36 and the attached site plan, elevations, and interior floor plan.

Attachments

Zoning application
Property Location Map
Zoning map
Aerial photo
Map with zoning notice boundary (200')
Zoning notice to owners
Owner notification list
Site plan, floor plan, and elevations
P&Z Minutes Excerpt
Ordinance

ZONING CHANGE APPLICATION



Fee: \$250.00

Date received:	
APPLICANT NAME:	
1660 Properties	
EMAIL:	PHONE NUMBER:
I guessa hot rr. com	254 7/8 2897
EMAIL: Guess@hot.rr.com MAILING-ADDRESS: 202 & Borton Temple 76	2501
PROPERTY OWNER NAME:	
Same	
EMAIL:	PHONE NUMBER:
SIME	Sinc
MAILING ADDRESS:	
Same	
Proposed Use of Structures (building) and Property (exterior prop	perty):
Variance on size of mo	ther-in-law suite
PD 7	
Current Use:	
Single 8 smily 1	
LOCATION/STREET ADDRESS OF PROPERTY TO BE REZONED:	
517 & 25 Frence	
Legal Description of Property: Abstract Survey	
Lot(s): Block(s): , of Subdivision (rules) Dulany	
of Subdivision (July) Dulany	
Existing Zoning: 57 / Proposed Zoning:	PN 7
Existing Zoning:Proposed Zon	ning:
	, ,
Signature of Applicant:	Date: <u>5/9/22</u>
Signature of Owner (if not applicant):	Date:

City of Belton Planning Department 333 Water Street * Belton, Texas 76513 * Phone (254) 933-5812 * Fax (254) 933-5822



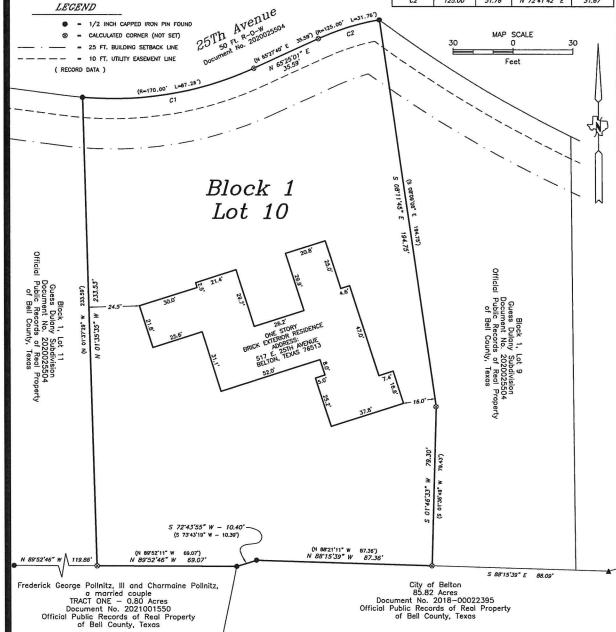
Tibbit Surveying

P. O. Box 1112 - Temple, Texas 76503 254-718-8134 - TIBBITSURVEYING.COM Curve Table

CURVE RADIUS ARC BEARING CHORD

C1 170.00' 87.11' N 80*12'46" E 86.16'

C2 125.00' 31.76' N 72*41'42" E 31.67'



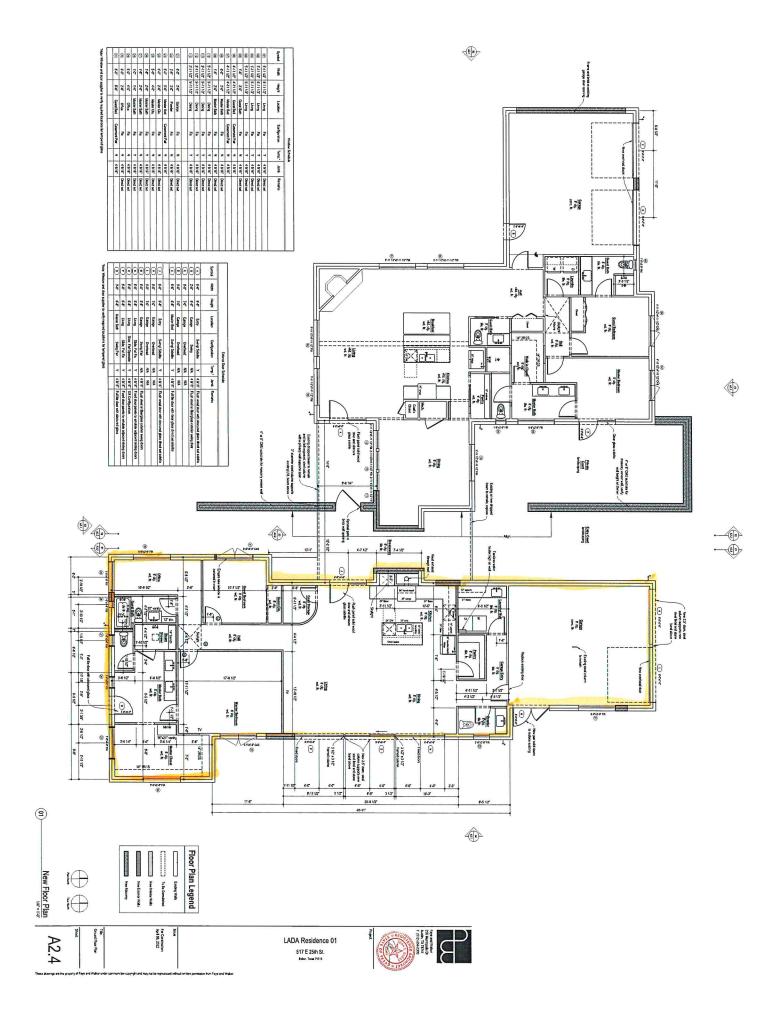
Plat Showing the Improvements on Lot Ten (10), in Block One (1), of the Guess Dulany Subdivision, a Subdivision in the City of Belton, Bell County, Texas, according to the Plat of Record in Document No. 2020025504, of the Plat Records of Bell County, Texas.

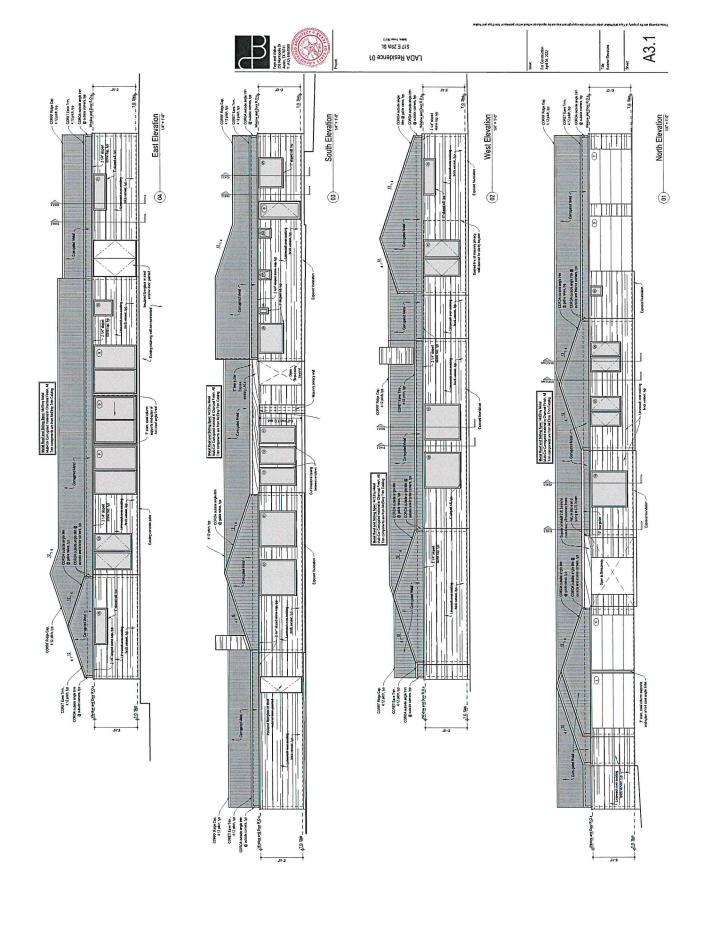
NOTES

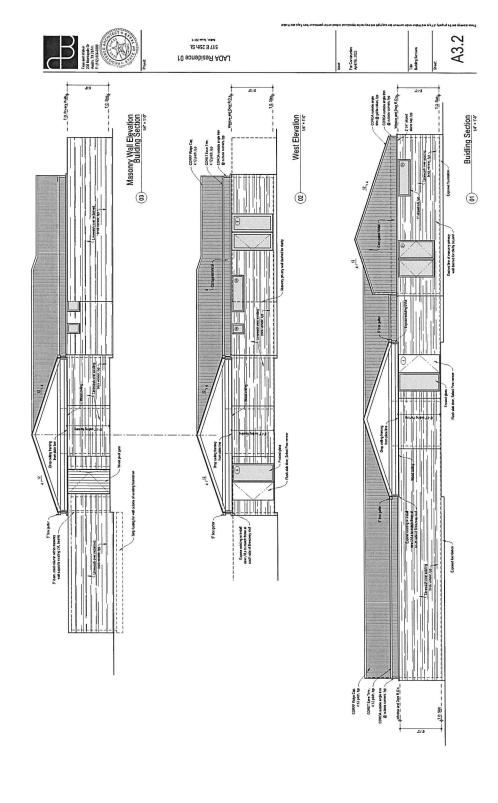
- 1. This Lot is Subject to a 10 Ft. Utility Easement along the Front (North) Lot line common to 25Th Avenue, as per the above referenced recorded Plat.
- 2. This Lot is Subject to a 25 Ft. Building Setback line along the Front (North) Lot line common to 25Th Avenue, as per the above referenced recorded Plat.
- I, Toby Tibbit, Registered Professional Land Surveyor No. 5496, do hereby certify that the foregoing Plat was prepared from a survey made on the ground, December 7, 2021, the Records of Bell County, Texas, and surveys of area property, that the corners and boundaries with marks Natural and Artificial are just as were found, on the ground, and that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me, are shown or described hereon. Basis of Bearings, Grid North, Texas Central Zone (GPS Observations).

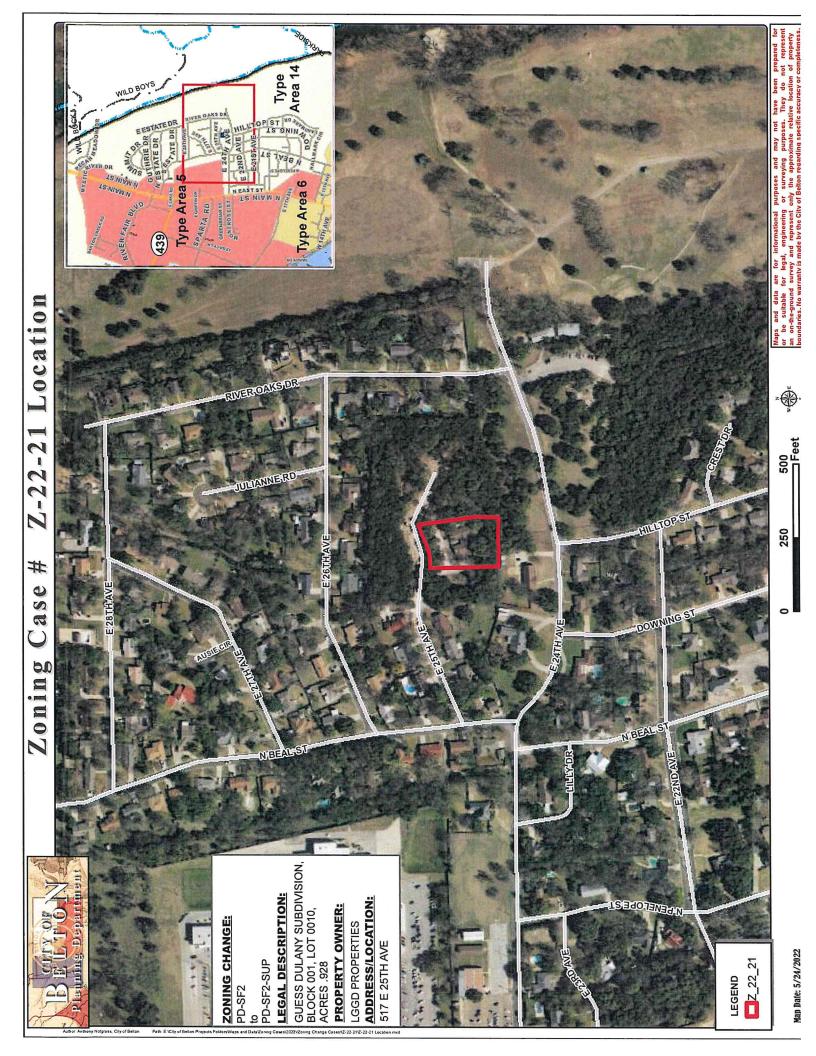
WITNESS MY HAND AND SEAL THIS THE 7TH DAY OF DECEMBER, 2021.

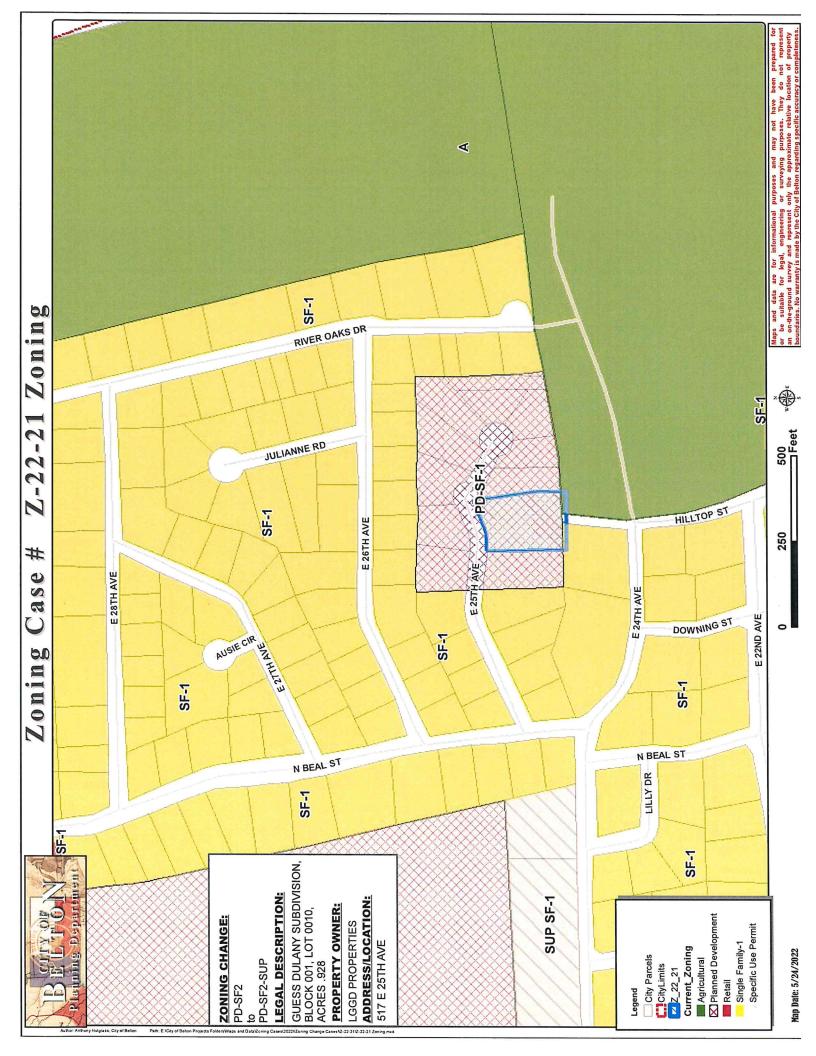
Toby Tibbit Registered Professional Land Surveyor No. 5496











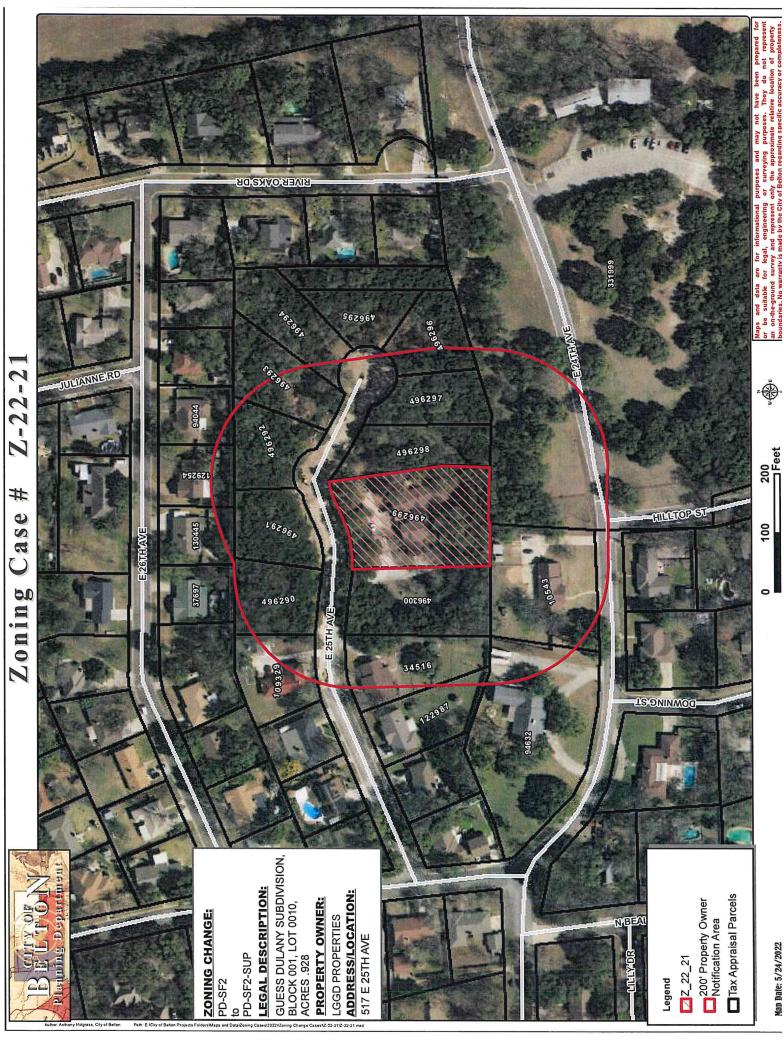
NOTICE OF APPLICATION FOR AN AMENDMENT TO THE ZONING ORDINANCE OF THE CITY OF BELTON

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: LGGD PROPERTIES
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 517 E. 25 TH STREET
From A(n) Planned Development- Single Family 1 Zoning District,
TO A(N) PLANNED DEVELOPMENT- SINGLE FAMILY 1 W/ SUP FOR ACCESSORY DWELLING UNIT ZONING DISTRI
TO PERMIT: AN ATTACHED MOTHER-IN-LAW QUARTERS WITH KITCHEN (SEE ATTACHED SITE PLAN AND)
The Planning & Zoning Commission of the City of Belton, Texas will hold a public hearing pursuant to this request at 5:30 P.M., Tuesday, June 21, 2022, at the T.B. Harris Center, 401 N. Alexander, Belton, Texas. If approved by the Planning & Zoning Commission, this item will be placed on the Agenda for a Public Hearing by the City Council. That meeting will be at 5:30 P.M., Tuesday, June 28, 2022, at the T.B. Harris Community Center, 401 Alexander Street, Belton, Texas. As an interested property owner, the City of Belton invites you to make your views known regarding this zoning change. You may submit written comments by completing this form and returning it to the address below or via email to Planning@beltontexas.gov, prior to 1:00 p.m. on May 17, 2022. If you require interpreter services for the deaf or hearing impaired, please contact the City Clerk at City Hall at least 48 hours before these meetings.
CELIK AT CITT HALE AT LEAST 40 HOURS BEFORE THESE MEETINGS.
circle one
AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUESTED ZONING AMENDMENT PRESENTED IN THE APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:
1.
2.
3.
(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)
Date: Signature:
PLANNING DEPARTMENT CITY OF BELTON

P. O. Box 120

254-933-5812

BELTON, TEXAS 76513



Map Date: 5/24/2022

10543 37697 POLLNITZ, FREDERICK GEORGE III ETUX CHARMAINE FALSONE, WILLIAM C II ETUX FRARY, MARK S ETUX WINONA L 504 E 24TH AVE 509 E 25TH AVE 607 E 26TH AVE BELTON, TX 76513 BELTON, TX 76513-1613 BELTON, TX 76513-1617 94044 🖊 94632 109329 PESCHEL, BEVERLY POTTS, ROBERT ROY JR ETUX ASHLEY JENEE PHILLIPS, WILLIAM ETUX GENESSA A 615 E 26TH AVE 500 E 24TH AVE 514 E 25TH ST BELTON, TX 76513-1617 **BELTON, TX 76513** BELTON, TX 76513 122987 129254 / 130445 VERNON, BETTY J PRATT, CHRISTIE ETVIR MERRITT JASON POST FAMILY REVOCABLE TRUST 505 E 25TH AVE 104 OAK STONE DR 609 E 26TH ST BELTON, TX 76513-1613 JARRELL, TX 76537-1690 BELTON, TX 76513 331999 496290 / 496291 CITY OF BELTON LGGD PROPERTIES LLC LGGD PROPERTIES LLC **PO BOX 120** 202 E BARTON AVE 202 E BARTON AVE BELTON, TX 76513-0120 **TEMPLE, TX 76501 TEMPLE, TX 76501** 496292 496293 496294 LGGD PROPERTIES LLC LGGD PROPERTIES LLC LGGD PROPERTIES LLC 202 E BARTON AVE 202 E BARTON AVE 202 E BARTON AVE TEMPLE, TX 76501 **TEMPLE, TX 76501 TEMPLE, TX 76501** 496295 496296 496297 LGGD PROPERTIES LLC LGGD PROPERTIES LLC LGGD PROPERTIES LLC 202 E BARTON AVE 202 E BARTON AVE 202 E BARTON AVE **TEMPLE, TX 76501 TEMPLE, TX 76501 TEMPLE, TX 76501** 496299 496298 496300 LGGD PROPERTIES LLC LGGD PROPERTIES LLC LGGD PROPERTIES LLC 202 E BARTON AVE 202 E BARTON AVE 202 E BARTON AVE

TEMPLE, TX 76501

TEMPLE, TX 76501

TEMPLE, TX 76501

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

City of Belton, City Hall 333 Water Street Tuesday, June 21, 2022

The Planning and Zoning Commission met at 5:30 p.m. at the Harris Community Center, 401 North Alexander Street. Commission members who were present: Chair Brett Baggerly, Vice Chair Dave Covington, Dave Jarratt, Quinton Locklin, Alton McCallum, Zach Krueger and Joshua Knowles. The following members were absent: Nicole Fisher and Luke Potts. The following staff members were present: Director of Planning Bob van Til, Planner Tina Moore, and IT Specialist Alex Munger.

6. Z-22-21 Hold a public hearing and consider a zoning change from Planned Development – Single Family-1 Zoning District to Planned Development – Single Family -1 Zoning District with a Specific Use Permit for an Accessory Dwelling Unit on approximately 0.928 acres located at 517 E. 25th Ave.

Staff Planner Ms. Moore presented the staff report.

Chair Baggerly opened the public hearing. With no other requesting to speak, the public hearing was closed.

The applicant, Larry Guess, addressed questions from the commission.

Commission Member Covington made a motion to approve Z-22-21. Commission Member Locklin seconded the motion. The motion was approved with 7 ayes, 0 nays.

ORDINANCE NO. 2022-32

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM PLANNED DEVELOPMENT—SINGLE FAMILY-1 DISTRICT TO PLANNED DEVELOPMENT—SINGLE FAMILY-1 DISTRICT WITH A SPECIFIC USE PERMIT FOR AN ACCESSORY DWELLING UNIT ON APPROXIMATELY 0.928 ACRES LOCATED AT 517 E. 25TH AVENUE.

WHEREAS, LGGD Properties, owner of the following described property has presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 21st day of June 2022, at 5:30 p.m. for hearing and adoption, said district being described as follows:

517 E. 25th Avenue Guess Dulany Subdivision, Block 1, Lot 10, Belton, Texas (location map attached as Exhibit "A")

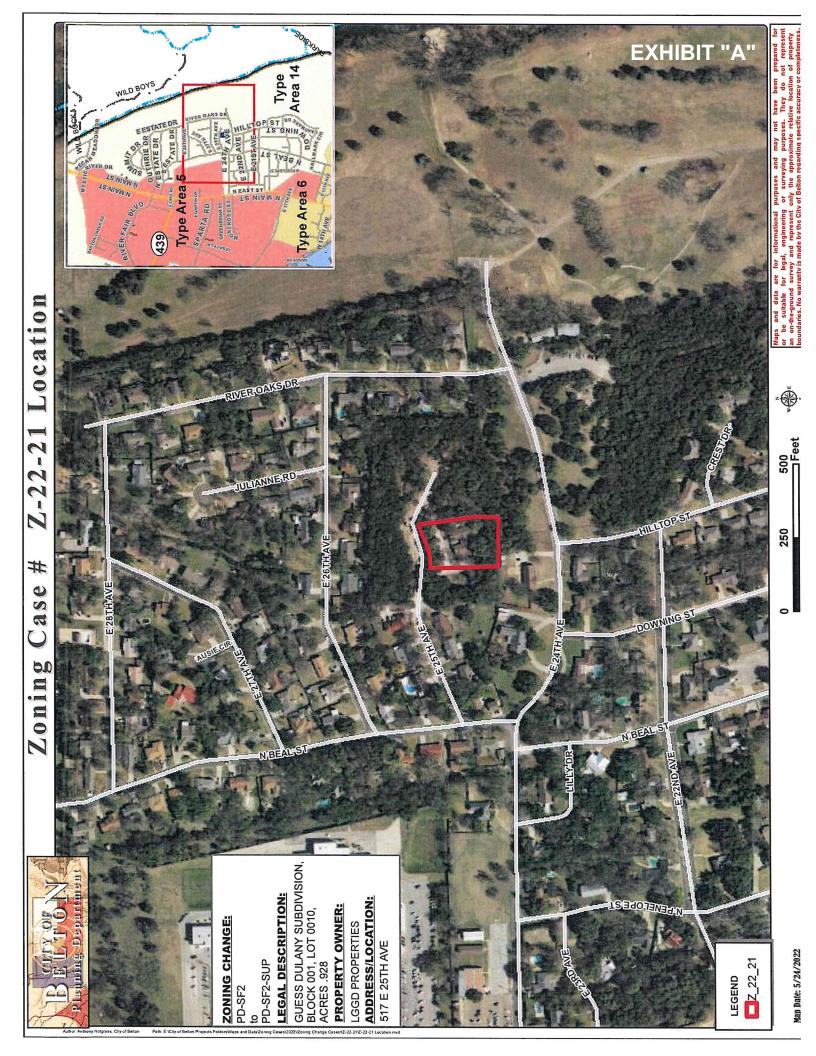
WHEREAS, said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time and place of the hearing on said application by the City Council of the City of Belton was set for the 28th day of June, 2022, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that the said district located on a tract of land as more fully and completely described above, be and is hereby changed from Planned Development – Single Family-1 with a Specific Use Permit for an Accessory Dwelling Unit to Planned Development – Single Family-1 with an Amended Specific Use Permit for an Accessory Dwelling Unit, in accordance with Section 10 – Single Family-1 Zoning District, and the Design Standards in Ordinance No. 2014-1. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

- 1. The use and development of the property shall conform to the SF-1 Zoning District in all respects.
- In addition, a specific use permit is authorized for an accessory dwelling unit with a kitchen, subject to standards identified in Ordinance 2018-36 and the attached site plan (Exhibit B) and elevations (Exhibit C).

This ordinance was presented at the stated mee of Belton and upon reading was passed and adopted to f June, 2022, by a vote of ayes and r	by the City Council on the 28 th day
SIGNED AND APPROVED by the Mayor and at 28 th day of June, 2022.	ttested by the City Clerk on this the
20 day of June, 2022.	
	· -
ATTEST:	Wayne Carpenter, Mayor
Amy M. Casey, City Clerk	





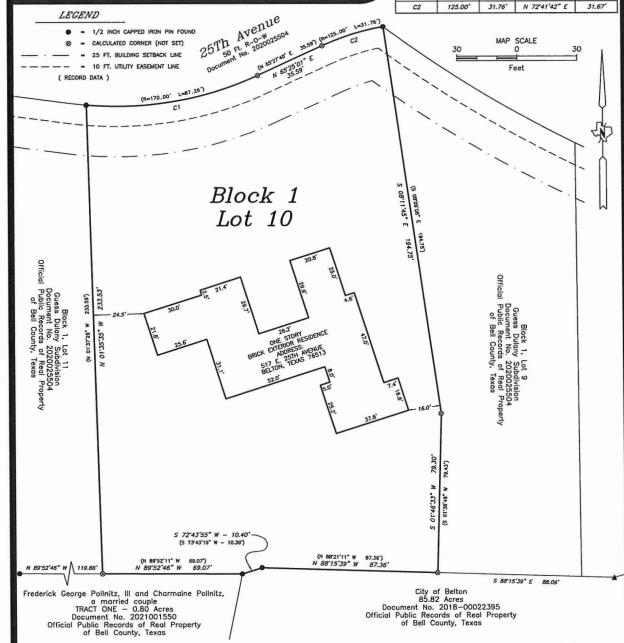
Tibbit Surveying

EXHIBIT "B"

CURVE

CI

CHORD RADIUS ARC **BEARING** 170.00 87.11 N 80°12'46" E 86.16



Plat Showing the Improvements on Lot Ten (10), in Block One (1), of the Guess Dulany Subdivision, a Subdivision in the City of Belton, Bell County, Texas, according to the Plat of Record in Document No. 2020025504, of the Plat Records of Bell County, Texas.

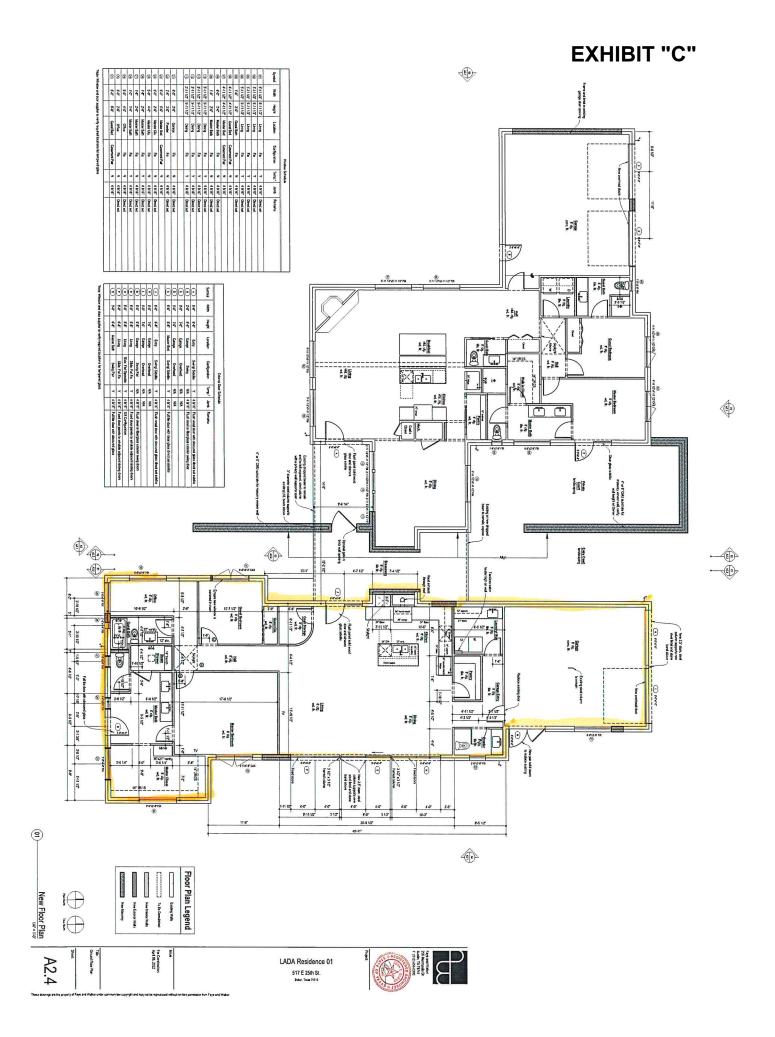
1. This Lot is Subject to a 10 Ft. Utility Easement along the Front (North) Lot line common to 25Th Avenue, as per the above referenced recorded Plat.

2. This Lot is Subject to a 25 Ft. Building Setback line along the Front (North) Lot line common to 25Th Avenue, as per the above referenced recorded Plat.

I, Toby Tibbit, Registered Professional Land Surveyor No. 5496, do hereby certify that the foregoing Plat was prepared from a survey made on the ground, December 7, 2021, the Records of Bell County, Texas, and surveys of area property, that the corners and boundaries with marks Natural and Artificial are just as were found, on the ground, and that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me, are shown or described hereon. Basis of Bearings, Grid North, Texas Centrol Zone (GPS Observations).

WITNESS MY HAND AND SEAL THIS THE 7TH DAY OF DECEMBER, 2021.

Toby Tibbit Registered Professional Land Surveyor No. 5496



Staff Report – City Council Agenda Item

Date: June 28, 2022

Case No.: Z-22-22

Request: Agricultural to PD-C-1
Applicant/Owner: Piyush, Sharma and ZGL

Engineering

Agenda Item #8

Z-22-22 - Hold a public hearing and consider a zoning change from Agricultural (A) to Planned Development - Commercial-1 (PD-C-1) District on approximately 15.836 acres located at 2406 Lake Road, generally located west of FM 2271 and east of Sparta Road to establish an RV Resort Park.

Originating Department

Planning Department - Tina Moore, Planner

<u>Current Zoning</u>: Agricultural District (A)

Proposed Zoning: Planned Development Commercial-1 Zoning District

Proposed Uses: Cabin and Recreation Vehicle Park/Campgrounds

Future Land Use Map (FLUM) Designation:

The FLUM identifies this general area for residential use.

Design Standards Type Area 4:

The projected growth for Type Area 14 is primarily single lot residential developments.

Background/Case Summary

The applicant has submitted a revised application for a zoning change from the Agricultural (AG) to Planned Development – Commercial-1 to allow for a commercial RV Park with cabins and amenities. This property contains 15.836 acres and proposes 36 cabins (1-3 bedrooms), 41 RV lease spaces, office/clubhouse, boat rental area and outdoor amenities. This is a **reduction** from the previous zoning case that requested 40 cabins and 51 RV lease spaces.

This property was annexed into the city limits in 1978 and assigned the Agricultural zoning district at that time. This property is developed as a mobile home park with 50 spaces and no

sanitary sewer services but is served with city water. Currently, the park has 14 occupied homes on site.

Project Analysis and Discussion

<u>Existing Conditions:</u> The properties north of this site are zoned Retail with a Specific Use Permit for Use Car Sales. Properties south are zoned Planned Development – Single Family-3 Residential (PD-SF-3). Properties east are zoned Single Family-3 Residential (SF-3), and properties west are zoned Agricultural and Planned Development - Single Family-1 Residential (PD-SF-1). Most of the surrounding developments are detached single family homes. The Nomad's convenience store and other retail stores (fireworks) are north of this lot.

Allowable Land Uses: The proposed zoning change would limit the proposed use to an RV Park and Campgrounds, using the C-1 requirements for minimum area and setbacks. Any other proposed use in the future would require an amendment to the PD zoning district if approved.

<u>Area & Setback Requirements:</u> The subject lot exceeds the minimum area requirements for the C-1 district, which requires a minimum lot size of 7,200 sq. ft, a minimum width of 60' and depth of 100'. The proposed lot is 15.36 acres.

An RV Park is defined in the Zoning Ordinance; however, it is not listed as a permitted use in any of the zoning districts. Thus, a Planned Development is the appropriate mechanism or consideration. The Planned Development Commercial-1 proposed would allow the applicant to construct the proposed RV and Campground facility.

RV Parks must comply with the City Code of Ordinances Chapter 19, *Recreational Vehicle Parks*. The minimum required lot size is one acre and a maximum density of 20 RV sites per acre is allowed. This facility proposes a total limit count 77 cabins and RV spaces, with a density of 4.9 units per acre, which is below the adopted standards. This density is between SF-2 (4) and SF-3 (6) dwelling units per acre. Private streets require a minimum width of 20 feet and the applicant is proposing a one-way street that is 20' wide and a two-way street with a width of 24 feet. Parkland/open space proposed exceeds the 8% requirements and features amenities including playgrounds, picnic areas, a fishing pod, horseshoe, miniature golf, and a dog park.

The applicant is proposing a minimum 8' wood privacy fence around the Campground to comply with the screening requirements, also an increase over its original proposal of 6'. The private road and landscaping function as a buffer between the adjacent single-family zoned areas and the RV sites. The Campground will utilize existing City water and establish connections to wastewater services available to the area.

The conceptual elevations of the proposed 1,852 square feet clubhouse consist of stucco with stone wainscot and composition shingles. The proposed cabins will have hardie plank siding and composition shingles. The RV sites vary in size but meet or exceed the minimum requirement of 1,500 square feet with a width of 30'. The cabin sites also meet the minimum size requirements and show adequate separation between cabins (ranging from 10' to 51').

Each space requires a minimum of 1.2 parking spaces. The applicant shows two parking spaces for each site in addition to boat parking throughout the Campground. The sites and private roadways are required to be constructed of a hard surface (asphalt or concrete) to adequately support the weight of the RVs. The proposed site circulation and turn radii are satisfactory for fire protection. The site plan shows adequate refuse and restroom facilities (six proposed) located within 300' of each RV site. Shower facilities are required at a rate of one per 30 sites; six shower facilities are provided. The proposed cabins are equipped with restroom and shower facilities.

The applicant plans to use the existing driveway on Lake Road. A gated access is proposed for the Resort. Lake Road is TxDOT's right-of-way; therefore, access must be reviewed and approved by TxDOT. A preliminary review shows this site plan to be in compliance with the adopted standards of the City's Code of Ordinances Chapter 19, *RV Parks*. Additional review of the subdivision plat, and utility and development plans, are required to ensure compliance with applicable zoning, subdivision ordinance, design standards, and adopted building and fire codes.

The previous request was denied by both the Planning and Zoning Commission and City Council for inconsistency with the FLUM, reflective of single family residential uses. Staff originally supported the zoning change but acknowledges the Planning and Zoning Commission's and City Council's recommendation for denial. Nevertheless, the applicant has reduced the overall density, reduced the number of cabins and RV sites, and increased the fence height for transition to nearby properties.

Recommendation

At its meeting on June 21, 2022, the Planning and Zoning Commission voted 5-2 to recommend disapproval with prejudice against the requested zoning change to Planned Development - Commercial-1 (PD-C-1), given the response to expressed concerns. While not traditional site built single family development, the density is comparable to site built single family development.

Should the City Council find the application acceptable, approval should be subject to the following conditions:

- 1. The allowable uses of the property shall conform to the C-1 district in addition a recreational vehicle (RV) park is a permitted use in compliance with the PD site plan and the RV Park Ordinance.
- 2. The development of the property shall conform to all applicable Type Area 14 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, include compliance with the attached elevations
 - c. Landscape Design and Tree Protection and Preservation Standards

- 3. Sign Standards shall conform to Ordinance 2008-11.
- 4. A subdivision plat and development plans are required.

Given a recommendation for disapproval with prejudice from the Planning and Zoning Commission, a super majority (75%) vote will be required for approval from the Council. If Council desires to disapprove the project, it can be with or without prejudice. "With prejudice" prevents the applicant from resubmitting the project for six months.

Staff recommends postponement of this item to the July 12, 2022, Council meeting so that a super majority of Council will be available for action on the item.

Attachments

Zoning application
Conceptual Site Plan and Elevations
Property Location Map, Zoning map, Aerial
Map with zoning notice boundary (200')/Zoning notice to owners/Property owner list
P&Z Minutes Excerpt

ZONING CHANGE APPLICATION



Fee: \$250.00

Date received:		
APPLICANT NAME:		
Zoe Grant		
EMAIL:	PHONE NUMBER:	
zlewis@zglengineering.com	254-421-7930	
MAILING ADDRESS:		
510 E Avenue J, PB2 Temple Texas 76504		
PROPERTY OWNER NAME:		
Piyush Sharma		
EMAIL:	PHONE NUMBER:	
jailntx@yahoo.com	512-656-0236	
MAILING ADDRESS:		
2502 Lake Road, Belton TX 76513		
Proposed Use of Structures (building) and Property (exterior prop	perty):	
Resort - Recreational Vehicle, One, two, and three Bedroom Cabir	ns, Community Event Center/Office/Fitness	
Current Use:		
Mobile Home Park		
LOCATION/STREET ADDRESS OF PROPERTY TO BE REZONED:		
2406 Lake Road, Belton Texas 76513		
Legal Description of Property: Abstract Survey A0166BC C CRUISE, 10, AKA SHADY MEADOWS MHP, BLK 233, LT D ACRES 15.836		
1 1		
Lot(s): 1 Block(s): 1 of Subdivision Shady Meadows		
of Subdivision		
,		
Existing Zoning: Agriculture Proposed Zo	ning:Planned Development	
Lasting Zoning.		
Signature of Applicant: Zoe Grant Digitally signed by Zoe Grant Date: 2022.05.16 14:31:30 -05'00' Date: 5/16/22		
Signature of Owner (if not applicant): Piyush Sharma Digitally signed by Piyush Digitally	Sharma 5-05'00' Date: 5/16/22	

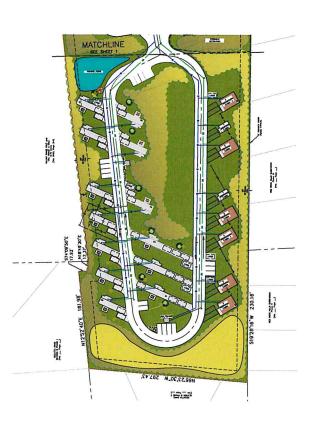
City of Belton Planning Department 333 Water Street \star Belton, Texas 76513 \star Phone (254) 933-5812 \star Fax (254) 933-5822





RESORT AT NOMADS 2406 LAKE ROAD, BELTON TEXAS 76513 BELL COUNTY 15.836 ACRES

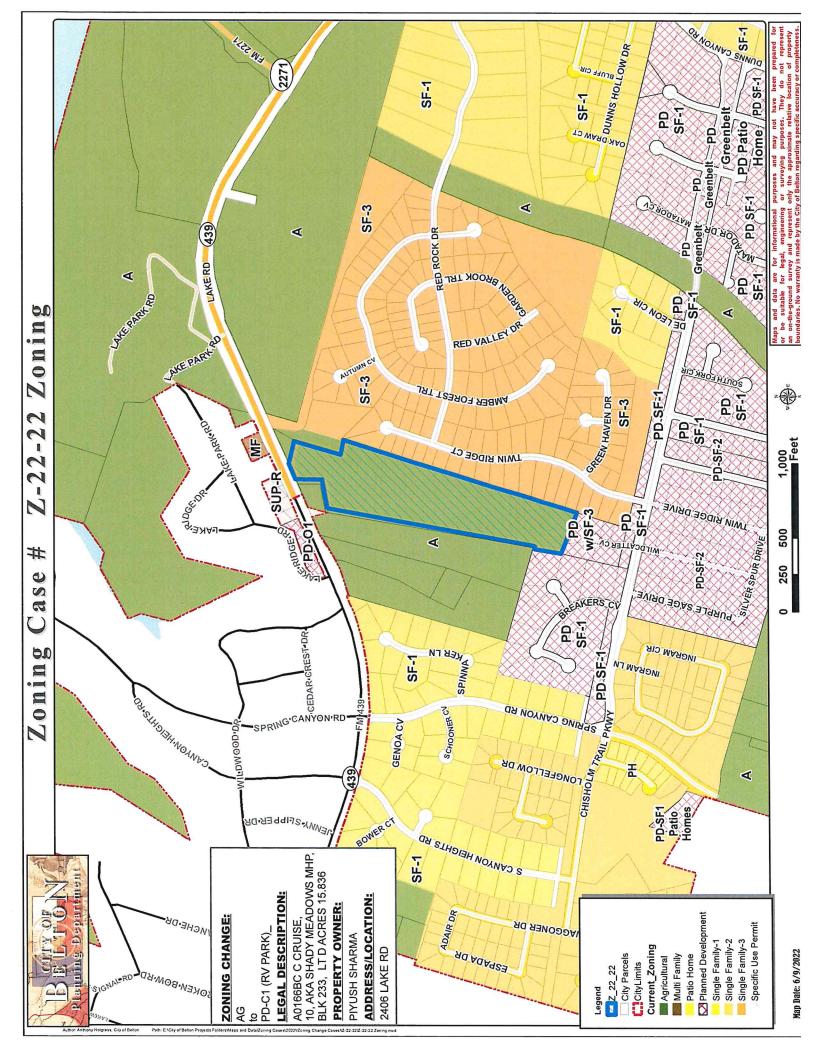




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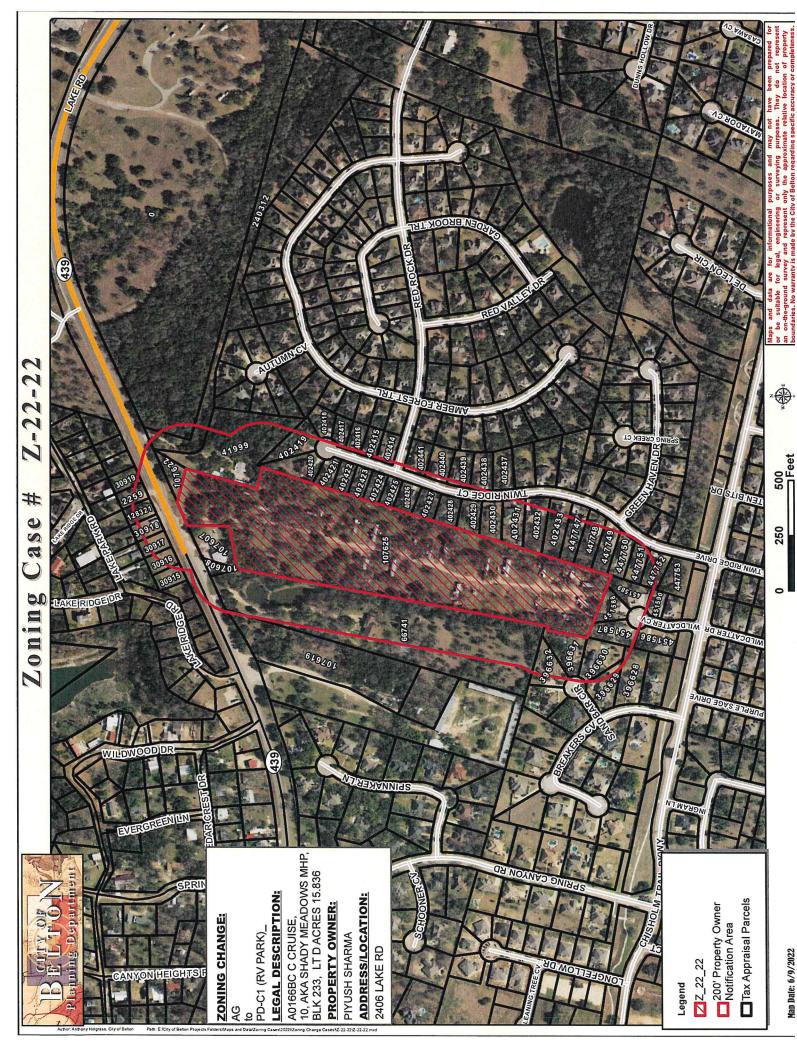
1. AS MANY TREES SAALL BE PRESERVED AS POSSIBLE. NEW TREES ADOED AS INCESSARY FOR TREE COUNT PER CITY OF BELTON RECUREMENTS.

		2 of 2	rat Number Resort at Normads
BELLION, IEXAS	RESORT AT NOMADS		CONCEPTUAL SITE PLAN
	PROJECT	JUL	



THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: ZGL ENGINEERING SERVICES, IN	NC. ,
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 2406 LAKE ROAD	,
From A(N)AGRICULTURAL	ZONING DISTRICT,
To A(N) PLANNED DEVELOPMENT – COMMERCIAL 1	ZONING DISTRICT,
TO DEVELOP RESORT STYLE RV AND CAMPGROUNDS - 41 RV PARKING SPACES, 36	CABINS, AND CLUBHOUSE
- LESS THAN PREVIOUSLY PROPOSED (51 RV PARKING SPACES, 40 CABINS).	
The Planning & Zoning Commission of the City of Belton, Texas will pursuant to this request at 5:30 P.M., Tuesday, June 21, 2022, at the T.B. Alexander, Belton, Texas. If approved by the Planning & Zoning Commission, this item will be planal Public Hearing by the City Council. That meeting will be at 5:30 P.M., Tuestee T.B. Harris Community Center, 401 Alexander Street, Belton, Texas. As an interested property owner, the City of Belton invites you to make an interested property owner, the City of Belton invites you to make an interested property owner, the City of Belton invites you to make an interested property owner, the City of Belton invites you to make a public this zoning change. You may submit written comments by commentary in the address below or via email to Planning@beltontexas.gomether 15, 2022.	HARRIS CENTER, 401 N. CED ON THE AGENDA FOR esday, June 28, 2022, AT AKE YOUR VIEWS KNOWN IPLETING THIS FORM AND
If you require interpreter services for the deaf or hearing impaired, per Clerk at City Hall at least 48 hours before these meetings.	LEASE CONTACT THE CITY
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1.	
2.	
3.	
(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PA	APER)
Date: Signature:	

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



2259	30915	30916
5-D INVESTMENTS INC	HERNANDEZ, CELEDENIO ETUX ADELA	HERNANDEZ, CELEDENIO ETUX ADELA
PO BOX 64	8708 FALLEN LEAF LN	8708 FALLEN LEAF LN
BASTROP, TX 78602-0064	TEMPLE, TX 76502	TEMPLE, TX 76502
30917	30918	30919
HERNANDEZ, CELEDENIO ETUX ADELA	HERNANDEZ, CELEDENIO ETUX ADELA	HERNANDEZ, CENEDOMIO & ADELIA
8708 FALLEN LEAF LN	8708 FALLEN LEAF LN	4881 FM 439
TEMPLE, TX 76502	TEMPLE, TX 76502	BELTON, TX 76513-5285
41999	66741	107607
GOODMAN, JOHN SAMUEL & MICHAEL SCOT	COLE, WILLIAM DAVID ETUX GRACE A	JAI L N INC
2400 LAKE RD	3321 FM 439	2502 LAKE RD
BELTON, TX 76513-2519	BELTON, TX 76513-5188	BELTON, TX 76513-5160
107608	107619	107622
JAI L N INC		WILLIAMSON, TERRY & RICKY SMITH
2502 LAKE RD		4410 S GENERAL BRUCE DR
BELTON, TX 76513-5160	ı	TEMPLE, TX 76502
107625	128321	240312
SHARMA, PIYUSH N ETUX SUREKHA P	WILDMAN RANCH INC	KIELLA FAMILY LTD
2502 LAKE ROAD	PO BOX 114	PO BOX 1344
BELTON, TX 76513	SOMERSET, TX 78069-0114	TEMPLE, TX 76503-1344
396628	396629	396630
KENNEDY, STEPHEN HARPER ETUX ANN ELIZABETH	KELLEY, EDDIE ETUX KATRINA	CAUCHY, AMY JO ETVIR THOMAS EDWARD
3202 BREAKERS CV	1600 SANDBAR CIR	1602 SANDBAR CIR
BELTON, TX 76513	BELTON, TX 76513	BELTON, TX 76513
396631	396632	402414
RAMESAR, RACHEL KATHLEEN ETVIR DAREN	ILSE, JORDAN R & CHERIE L	BOESELT, JEREMY W
1604 SANDBAR CIR	1605 SANDBAR CIR	2600 TWIN RIDGE CT
BELTON, TX 76513	BELTON, TX 76513-2716	BELTON, TX 76513-1387
402415	402416	402417
HABERMEHL, PAUL & KAY	MASSANELLI, PATRICIA A	CONFIDENTIAL OWNER
2602 TWIN RIDGE CT	2604 TWIN RIDGE CT	2606 TWIN RIDGE CT
BELTON, TX 76513	BELTON, TX 76513	BELTON, TX 76513-1387
402418	402419	402420
VELEZ, ORLANDO ETUX MELISSA N	WIGES, LISA M ETVIR DENNIS J	MCCALLUM, ALTON RAY JR ETUX LINDI SEPO
2608 TWIN RIDGE CT	2610 TWIN RIDGE CT	2609 TWIN RIDGE CT
BELTON, TX 76513-1387	BELTON, TX 76513	BELTON, TX 76513-1387
402421	402422	402423
HAMMONDS, BRUCE J ETUX JO RUTH	LONG, RYAN D & JESSICA L	STOUT, TRAVUS A
2607 TWIN RIDGE CT	2605 TWIN RIDGE CT	2603 TWIN RIDGE CT
BELTON, TX 76513-1387	BELTON, TX 76513	BELTON, TX 76513
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402424	402425	402426
BATES, JENNIFER L ETVIR JEFFREY C	HARRIS, DAVID N ETUX JAIMIN WILLIAMS	FERGUSON, TIMOTHY S & BILLIE-JEAN
530 KINGS DR	2517 TWIN RIDGE CT	3225 OAK BRANCH LN
BELTON, TX 76513-6002	BELTON, TX 76513	TOANO, VA 23168-9617
402427	402428	402429
MCCARTY, JAMES E & BARBARA JANE	PORTER, CHRISTOPHER O ETUX SHANA M	CLARK, BRADLEY JAMES ETUX MOLLY
2513 TWIN RIDGE CT	2511 TWIN RIDGE CT	2509 TWIN RIDGE CT
BELTON, TX 76513-1386	BELTON, TX 76513	BELTON, TX 76513-1386
402430	402424	
	402431	402432
HELM, THOMAS & KRISTI	GAW, VICTOR A ETUX MYINT MYINT AYE	BACA, BLAKE A ETUX LARISSA
2507 TWIN RIDGE CT	2505 TWIN RIDGE COURT	2503 TWON RIDGE CT
BELTON, TX 76513	BELTON, TX 76513	BELTON, TX 76513-1386
402433	402437	402438
KRUMPHOLZ, CHAD MICHAEL ETUX LAUREN ASHLEY	MITCHEL, ROYCE ETUX COLLEEN	RIVERA, CATHLEEN M ETUX SERGIO C
2501 TWIN RIDGE CT	900 COLLEGE ST 8645B	2508 TWIN RIDGE CT
BELTON, TX 76513	BELTON, TX 76513	BELTON, TX 76513-1386
402439	402440	400444
PAYNE, CHRISTOPER ETUX EMILY		402441
2510 TWIN RIDGE CT	MCCRACKEN, ANDREW S ETUX HOPE T	BOND, GREGORY ETUX SUSAN
BELTON, TX 76513	2512 TWIN RIDGE CT	2514 TWIN RIDGE CT
BELION, IX 70313	BELTON, TX 76513	BELTON, TX 76513
447747	447748	447749
BASS, JENNIFER LEN	LOVELACE, MARK R & SUSAN E	WEST, NICKI
2413 TWIN RIDGE CT	2411 TWIN RIDGE CT	2204 SUNRISE DR
BELTON, TX 76513	BELTON, TX 76513	BELTON, TX 76513
447750	447751	447752
BIELS, CHAD D ETUX CARRIE E	WHITE, KEVIN WAYNE ETUX ASHLEY N	NAEGEL, ANYCE G
2407 TWIN RIDGE CT	2405 TWIN RIDGE CT	PO BOX 1254
BELTON, TX 76513	BELTON, TX 76513	BELTON, TX 76513-5254
	5111011, 1770515	BELTON, 1X 70313-3234
447753	451586	451587
KIELLA FAMILY LTD	GROVER, SARA ANN	PETERS, RAYMOND H ETUX KAREN B ANCHETA
PO BOX 1344	3313 WILDCATTER CV	3317 WILDCATTER CV
TEMPLE, TX 76503-1344	BELTON, TX 76513	BELTON, TX 76513
451588	451589	451590
SMITH, MATTHEW J ETUX DARCI L	HOWDYSHELL, MICHAEL ARTHUR & TRACI SHANNON	MOLL, QUINTON P ETUX ANNA
3318 WILDCATTER CV	3316 WILDCATTER CV	3314 WILDCATTER DR
BELTON, TX 76513	BELTON, TX 76513	BELTON, TX 76513
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THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: ZGL ENGINEERING SERVICE	s, Inc.
TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 2406 LAKE ROAD	
FROM A(N) AGRICULTURAL	Zoning District,
To A(N) PLANNED DEVELOPMENT – COMMERCIAL 1	ZONING DISTRICT,
TO DEVELOP RESORT STYLE RV AND CAMPGROUNDS – 41 RV PARKING SPACES,	36 CABINS, AND CLUBHOUSE
LESS THAN PREVIOUSLY PROPOSED (51 RV PARKING SPACES, 40 CABINS).	
The Planning & Zoning Commission of the City of Belton, Texas we pursuant to this request at <u>5:30 P.M., Tuesday, June 21, 2022</u> , at the Talexander, Belton, Texas.	
If approved by the Planning & Zoning Commission, this item will be a Public Hearing by the City Council. That meeting will be at <u>5:30 P.M.</u> , the T. B. Harris Community Center, 401 Alexander Street, Belton, Texas.	Tuesday, June 28, 2022, AT
As an interested property owner, the City of Belton invites you tregarding this zoning change. You may submit written comments by returning it to the address below or via email to Planning@beltontexa March 15, 2022.	COMPLETING THIS FORM AND
IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARING IMPAIRE CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.	D, PLEASE CONTACT THE CITY
circle one	
AS AN INTERESTED PROPERTY OWNER, (PROTEST) (APPROVE) THE REQUESTED ZONING APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:	AMENDMENT PRESENTED IN THE
1. I PROTEST THIS FOR THE SAME REAS	ens as
2. BEFORE. THIS A SINGLE FAMILY HOME	ENERHORION.
3. PLUS THERE TILL GOD UNDER UTILIZED !	RV SITES
BY THE DAM HEREADY	OF PAPER)
DATE: 6-14-22 SIGNATURE: The F. A.	19
	PLANNING DEPARTMENT CITY OF BELTON P. O. BOX 120 BELTON, TEXAS 76513 254-933-5812
402430	

HELM, THOMAS & KRISTI 2507 TWIN RIDGE CT BELTON, TX 76513

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: ZGL ENGINEERING SERVICES, INC.

TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: 2406 LAKE ROAD	
FROM A(N) _ AGRICULTURAL	Zoning District,
To A(N) PLANNED DEVELOPMENT - COMMERCIAL 1	ZONING DIGERICA
TO DEVELOP RESORT STYLE RV AND CAMPGROUNDS – 41 RV PARK	ING SPACES, 36 CARINS AND CLUBHOUSE
- LESS THAN PREVIOUSLY PROPOSED (51 RV PARKING SPACES, 40 CABI	<u>NS)</u> .
The Planning & Zoning Commission of the City of Belto pursuant to this request at <u>5:30 P.M., Tuesday, June 21, 202</u> Alexander, Belton, Texas.	ON, TEXAS WILL HOLD A PUBLIC HEARING $\underline{2}$, AT THE T.B. HARRIS CENTER, 401 N.
IF APPROVED BY THE PLANNING & ZONING COMMISSION, THIS IT A PUBLIC HEARING BY THE CITY COUNCIL. THAT MEETING WILL BE AT THE T. B. HARRIS COMMUNITY CENTER, 401 ALEXANDER STREET, BELT	5:30 P.M., Tuesday, June 28, 2022 AT
As an interested property owner, the City of Belton in Regarding this zoning change. You may submit written com returning it to the address below or via email to Planning@B March 15, 2022.	MENTS BY COMPLETING THIS FORM AND
IF YOU REQUIRE INTERPRETER SERVICES FOR THE DEAF OR HEARI CLERK AT CITY HALL AT LEAST 48 HOURS BEFORE THESE MEETINGS.	NG IMPAIRED, PLEASE CONTACT THE CITY
circle one	
AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUEST APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:	
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2. Jam imuned about RV'ers and stranger	in t not of my hids nearly.
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OATE: Lyn. (Further comments may be expressed on a separ	. Pipli can be in that all the
그리는 그는 그리고 있는데 그리고 있다. 그리고 그리고 있는데 그리고 있다면 그리고	
lengene autentable for RVers actions.	PLANNING DEPARTMENT CITY OF BELTON P. O. BOX 120 BELTON, TEXAS 76513

254-933-5812

396628

KENNEDY, STEPHEN HARPER ETUX ANN ELIZABETH

3202 BREAKERS CV

BELTON, TX 76513

2122

6/17/22

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

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: ZGL ENGINEERING SERVICES, INC.	•
To change the following described property: 2406 Lake Road	
From A(N) _ AGRICULTURAL	ZONING DISTRICT,
To A(N) PLANNED DEVELOPMENT – COMMERCIAL 1	ZONING DISTRICT,
TO DEVELOP RESORT STYLE RV AND CAMPGROUNDS - 41 RV PARKING SPACES, 36 CA	ABINS, AND CLUBHOUSE
- LESS THAN PREVIOUSLY PROPOSED (51 RV PARKING SPACES, 40 CABINS).	

The Planning & Zoning Commission of the City of Belton, Texas will hold a public hearing pursuant to this request at <u>5:30 P.M., Tuesday, June 21, 2022</u>, at the T.B. Harris Center, 401 N. Alexander, Belton, Texas.

If approved by the Planning & Zoning Commission, this item will be placed on the Agenda for a Public Hearing by the City Council. That meeting will be at <u>5:30 P.M., Tuesday, June 28, 2022</u>, at the T. B. Harris Community Center, 401 Alexander Street, Belton, Texas.

As an interested property owner, the City of Belton invites you to make your views known regarding this zoning change. You may submit written comments by completing this form and returning it to the address below or via email to Planning@beltontexas.gov, prior to 1:00 p.m. on March 15, 2022.

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

circle one
AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUESTED ZONING AMENDMENT PRESENTED IN THE
APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:
1. BELTON is UNID CITY NEEDS UNIO TROTAGE
2. RESORT STYLE LEAVING, VERY NICE
3. Sounds More SECURE & NICE
(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)
DATE: 06/17/2022 SIGNATURE: JUVILLE
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PLANNING DEPARTMENT CITY OF BELTON P. O. BOX 120 BELTON, TEXAS 76513 254-933-5812

107625

SHARMA, PIYUSH N ETUX SUREKHA P

2502 LAKE ROAD

BELTON, TX 76513

1(8(14/2)

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

: ZGL Engineering Services, Inc.
2406 Lake Road ,
ZONING DISTRICT,
MERCIAL 1 ZONING DISTRICT,
ds – 41 RV Parking Spaces, 36 Cabins, and Clubhouse
SPACES, 40 CABINS).
HE CITY OF BELTON, TEXAS WILL HOLD A PUBLIC HEARING ay, June 21, 2022, AT THE T.B. HARRIS CENTER, 401 N.
OMMISSION, THIS ITEM WILL BE PLACED ON THE AGENDA FOR EETING WILL BE AT <u>5:30 P.M., Tuesday, June 28, 2022</u> , AT IDER STREET, BELTON, TEXAS.
ITY OF BELTON INVITES YOU TO MAKE YOUR VIEWS KNOWN MIT WRITTEN COMMENTS BY COMPLETING THIS FORM AND TO PLANNING@BELTONTEXAS.GOV, PRIOR TO 1:00 P.M. ON
THE DEAF OR HEARING IMPAIRED, PLEASE CONTACT THE CITY ESE MEETINGS.
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PRESSED ON A SEPARATE SHEET OF PAPER)
SIGNATURE: James
PLANNING DEPARTMENT CITY OF BELTON P. O. BOX 120 BELTON, TEXAS 76513
254-933-5812
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JAI L N INC

2502 LAKE RD

BELTON, TX 76513-5160

BELTON, TX 76513-5160

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BELTON, TEXAS 76513

254-933-5812

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

THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: ZGL ENGINEERING SERVICE	es Inc
10 CHANGE THE FOLLOWING DESCRIBED PROPERTY: 2406 LAKE ROAD	,
FROM A(N) AGRICULTURAL	ZONING DISTRICT,
To A(N) PLANNED DEVELOPMENT - COMMERCIAL 1	ZOMBIG Dramprom
TO DEVELOP RESORT STYLE RV AND CAMPGROUNDS - 41 RV PARKING SPACES,	36 CABINS, AND CLUBHOUSE
- LESS THAN PREVIOUSLY PROPOSED (51 RV PARKING SPACES, 40 CABINS).	
The Planning & Zoning Commission of the City of Belton, Texas we pursuant to this request at 5:30 P.M., Tuesday, June 21, 2022, at the Talexander, Belton, Texas.	VILL HOLD A PUBLIC HEARING A.B. HARRIS CENTER, 401 N.
If approved by the Planning & Zoning Commission, this item will be a Public Hearing by the City Council. That meeting will be at <u>5:30 P.M.</u> , the T. B. Harris Community Center, 401 Alexander Street, Belton, Texas.	Tuesday, June 28 2022 AT
As an interested property owner, the City of Belton invites you tregarding this zoning change. You may submit written comments by creturning it to the address below or via email to Planning@beltontexas March 15, 2022.	COMPLETING THIS FORM AND
If you require interpreter services for the deaf or hearing impaired Clerk at City Hall at least 48 hours before these meetings.	D, PLEASE CONTACT THE CITY
AS AN INTERESTED PROPERTY OWNER, I (PROTEST) APPROVE) THE REQUESTED ZONING A APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:	
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time and we would be let up a new and for it little	hollutino Wa
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and the accordance of the teams accounting.	
	P. O. Box 120

396628

KENNEDY, STEPHEN HARPER ETUX ANN ELIZABETH

3202 BREAKERS CV

BELTON, TX 76513

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

City of Belton, City Hall 333 Water Street Tuesday, June 21, 2022

The Planning and Zoning Commission met at 5:30 p.m. at the Harris Community Center, 401 North Alexander Street. Commission members who were present: Chair Brett Baggerly, Vice Chair Dave Covington, Dave Jarratt, Quinton Locklin, Alton McCallum, Zach Krueger and Joshua Knowles. The following members were absent: Nicole Fisher and Luke Potts. The following staff members were present: Director of Planning Bob van Til, Planner Tina Moore, and IT Specialist Alex Munger.

7. Z-22-22 Hold a public hearing and consider a zoning change from Agricultural (A) to Planned Development - Commercial-1 (PD-C-1) District on approximately 15.836 acres located at 2406 Lake Road, generally located west of FM 2271 and east of Sparta Road to establish an RV Park.

Staff Planner Ms. Moore presented the staff report.

Chair Baggerly opened the public hearing. The following property owners spoke in opposition of the zoning change: Susan Bond, 2514 Twin Ridge Court; Tom Helm, 2507 Twin Ridge Court; Marty Janczak representing TABA; Cheri Ilse, 1605 Sandbar Circle; Ryan Long, 2605 Twin Ridge Court; Bill Carter, 2401 Spring Creek Trail. The following people spoke in support of the zoning change: Greg Cook, 11769 Roselle Drive; Scott Daniel, 3206 Wildcatter. With no one else requesting to speak, the public hearing was closed.

The applicant and representatives, Zoe Grant, Piyush Sharma, and Jason William, spoke in support of the project.

Vice Chair Covington made a motion to deny with prejudice for item Z-22-22 as recommended by Staff. Commission Member Krueger seconded the motion. The motion was approved with 5 ayes, 2 nays. Commission members Jarratt and McCallum dissenting.

Staff Report - City Council Agenda Item

Date: June 28, 2022

Case No.: Z-22-23

Request: HI to HI w/SUP for Electronic

Changeable Copy Sign

Applicant/Owner: Lamar Signs

Agenda Item #9

Z-22-23 - Hold a public hearing and consider a zoning change from Heavy Industrial to Heavy Industrial with a Specific Use Permit for refacing an existing off-premise bill board sign with an Electronic Changeable Copy Message Sign on approximately 0.269 acres located at the northeast intersection of E. 6th Avenue and Taylors Valley Road and described as Belton Terrace Addition, Block 2, Lot 1.

Originating Department

Planning Department – Tina Moore, Planner

Current Zoning: Heavy Industrial (HI)

<u>Proposed Zoning</u>: Heavy Industrial w/SUP for Electronic Changeable Copy Message Sign (HI w/ SUP)

Proposed Uses: Retrofit existing sign to add an Electronic Changeable Copy Message Sign

Future Land Use Map Designation: The FLUM identifies this general area for industrial uses.

<u>Design Standards Type Area 10</u>: Projected to be primarily industrial and manufacturing businesses.

Background/Case Summary

The applicant seeks to replace the face of an existing off-premise billboard with an electronic changeable copy message sign. The existing illuminated sign is approximately 240 square feet (10.5' x 22.83") with a total height of 35'.

Belton recently amended the Sign Ordinance to establish electronic changeable message signage criteria. This amendment included technical standards for the electronic changeable copy message signs but retained the requirement for an SUP for each proposed location. There was also discussion about limiting changeable message signs to Interstate 14 and 35 locations, but recent changes did not establish a location limitation.

Existing electronic changeable copy message signs include:

Business- Zoning	Square Footage of Changeable	Maximum Square
	copy	Footage Allowed
CF Supply's – CH w/SUP	18.5 sq. ft.	225 sq. ft.
Electronic Changeable Copy	72 sq. ft. non-changeable.	
CVS – PD - Retail	20 sq. ft.	40 sq. ft.
Walgreens – PD-Retail	20 sq. ft.	40 sq. ft.
Bell County Expo Center –	Unknown	Government Facilities
Planned Development		signs are exempt from
		Sign Ordinance.
Belton Christian Youth Center	18.4 sq. ft	Government Owned
(BCYC)	64 sq. ft. non-changeable	Facility – amended lease
		agreement permitted sign
Crossroad Church	150 sq ft. (proposed)	150 sq. ft.

The proposed sign must comply with the newly adopted standards for changeable copy message sign of Section 38.15D, *Sign Lighting Standards*. The standards require:

- 1. The sign illumination from sunset to sunrise shall be reduced to 300-foot candles.
- 2. The sign shall include a sensor that automatically determines the ambient illumination and automatically dims according to the natural ambient light conditions.
- 3. Blinking, flashing, or shimmering or other intensity or brilliance that causes glare or otherwise distracts or impairs vision of a driver is not permitted.
- 4. Each message should be displayed for at least 10 seconds to mitigate safety concerns.
- 5. A change of message shall be accomplished within two seconds or less, and a change of message must occur simultaneously on the entire sign face.
- 6. The sign shall contain a default mechanism that freezes the sign in one position if a malfunction occurs.

Project Analysis and Discussion

<u>Existing Conditions</u>: Most of the adjacent properties are zoned Heavy Industrial (HI). Nearby properties west of the subject property are zoned Commercial-1 (C-1) and Retail (R).

Allowable Land Uses: Billboard signs are allowed in the HI Zoning District.

<u>Sign Area Requirements</u>: Section 38.24.C, *Size of Off-Premise Signs*, allows a maximum sign area of 672 square feet, maximum height 42.5'.

Scenic Cities recognizes municipalities that implement high quality scenic standards for public roadways and public spaces. The Scenic Cities award program reviews adopted ordinances in place to protect scenic views. Requiring an SUP for the consideration of electronic changeable signs, and the associated evaluation of its anticipated impacts, meets the intent of the Scenic Cities program.

Recommendation

At its meeting on June 21, 2022, the Planning and Zoning Commission voted unanimously to recommend approval of the requested zoning change from Heavy Industrial to Heavy Industrial with a Specific Use Permit for the replacement of the face of the existing sign with an Electronic Changeable Copy Message Sign.

<u>Attachments</u>

Zoning application
Pictures of Current
Property Location Map
Zoning map
Aerial
Map with zoning notice boundary (200')/Zoning notice to owners/Property owner's list
P&Z Minutes Excerpt
Ordinance

ZONING CHANGE APPLICATION



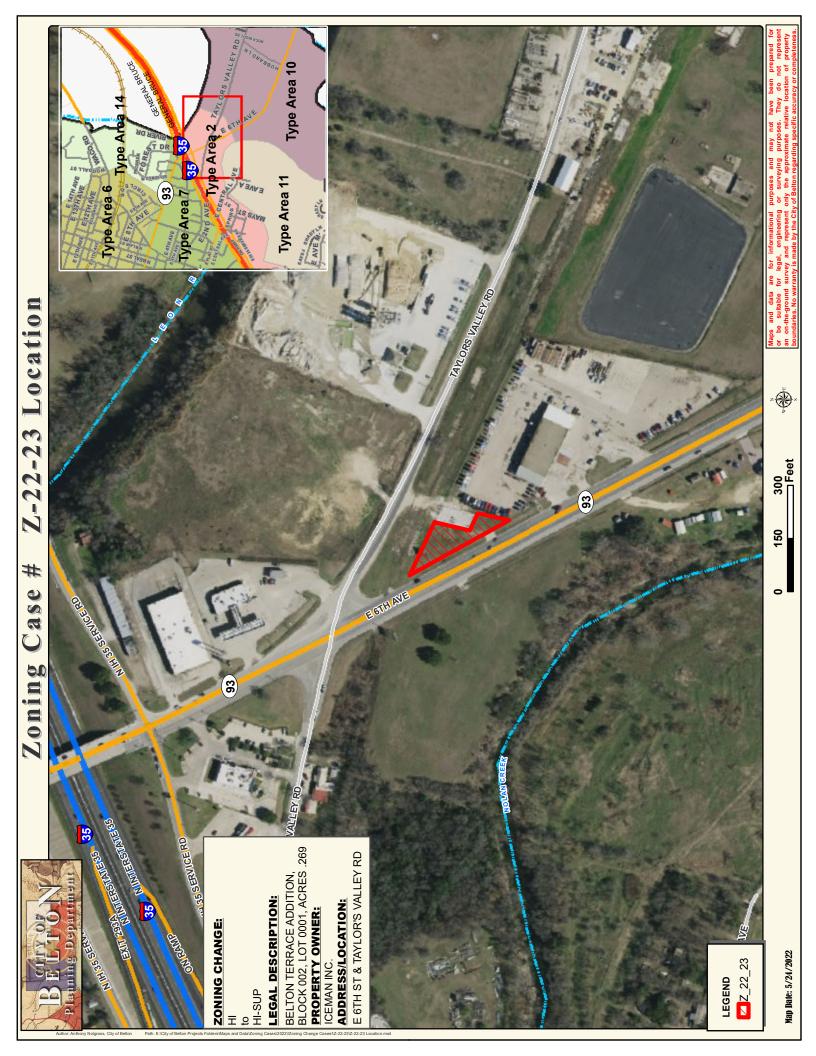
Fee: \$250.00

Date received:

APPLICANT NAME:

Lamar Advertising	
EMAIL: PHONE NUMBER: 254-773-3169	
MAILING ADDRESS: 5110 N General Bruce Drive, Temple Tx 765	01
PROPERTY OWNER NAME: ICEMAN INC c/o Elisabeth Hansard	
EMAIL: elisabeth.faststopstores@gmail.com	PHONE NUMBER: 512-454-4220
MAILING ADDRESS: PO BOX 2068 AUSTIN, TX 78768-2068	
Proposed Use of Structures (building) and Property (exterior pro Amend permit of existing static billboard (pos	A 5 1
Electornic Digital poster (12' x 24')	
Current Use: Existing Billboard Static Poster	
LOCATION/STREET ADDRESS OF PROPERTY TO BE REZONED: N/S E 6th Street @ Taylors Valley Rd.	
Legal Description of Property: Abstract SurveyBELL CAD ID: 3717 Lot(s): 0001Block(s): 002, of SubdivisionBELTON TERRACE ADDITION, BLOCK 002, LOT 0	761 VOI 5575 Page 653 0.27 acres
Existing Zoning: HI Proposed Zo	oning:HI
Signature of Applicant	Date: 5/23/22
ignature of Owner (if not applicant): Date:	

City of Belton Planning Department
333 Water Street * Belton, Texas 76513 * Phone (254) 933-5812 * Fax (254) 933-5822



Bell CAD 371761



© OpenStreetMap (and) contributors, CC-BY-SA

PANEL #2080

N/S HWY 93 E/O I-35 PE1 RP FSE



5-5-22



LOCATION #1

ADVERTISING STRENGTHS: Heavy traffic at this intersection both day and night. Restaurants and small businesses on Hwy. 93.

WEEKLY IMPRESSIONS: 97,590*

MEDIA TYPE/STYLE:

Poster - Retro

LAT/LONG:

31.054035 / -97.44509

MARKET:

BELTON

GEOPATH ID:

263699

PANEL SIZE:

10' 6" x 22' 9" View Spec Sheet

VINYL SIZE:

10' 7" x 22' 10"

FACING/READ:

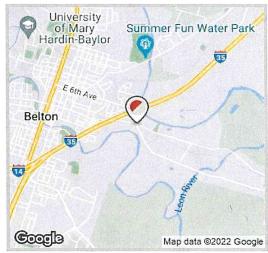
South East / Right

ILLUMINATED:

YES

SHIPPING ADDRESS:

5110 N. General Bruce Dr Temple, TX 76501

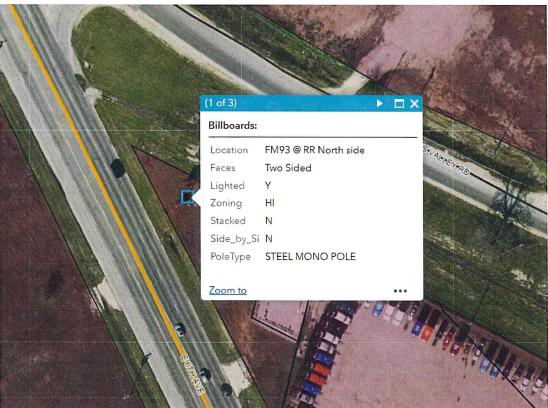


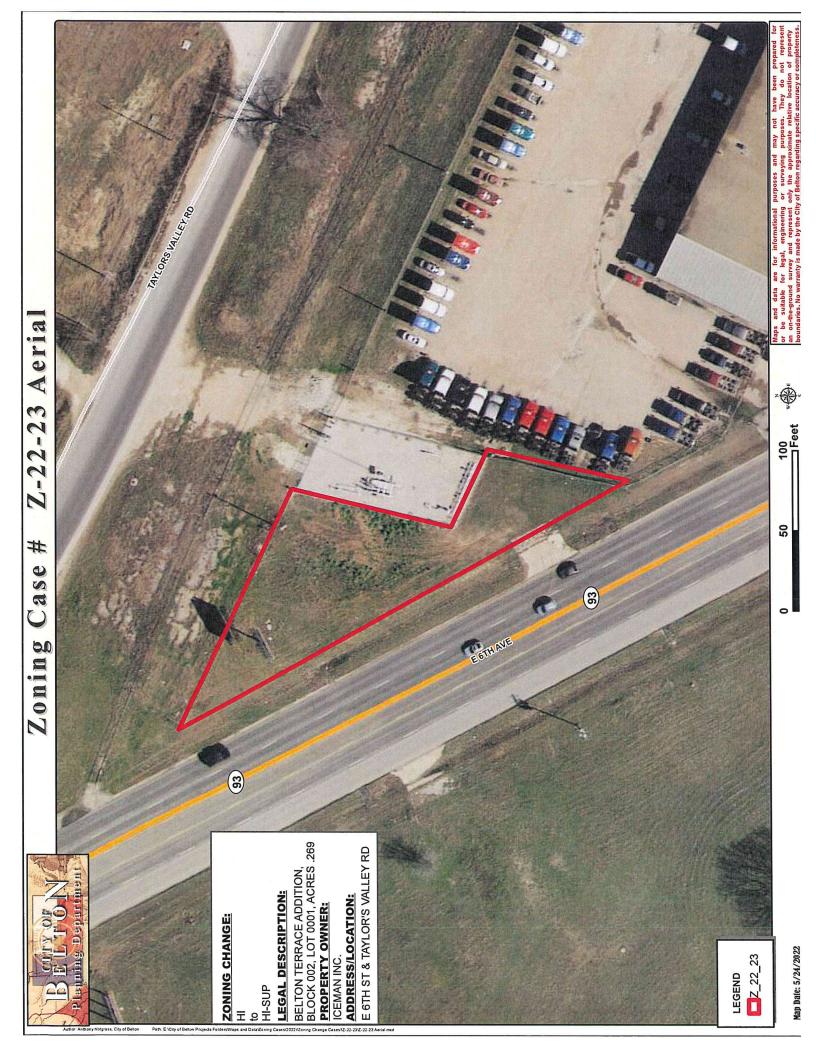
*Impression values based on Total Population

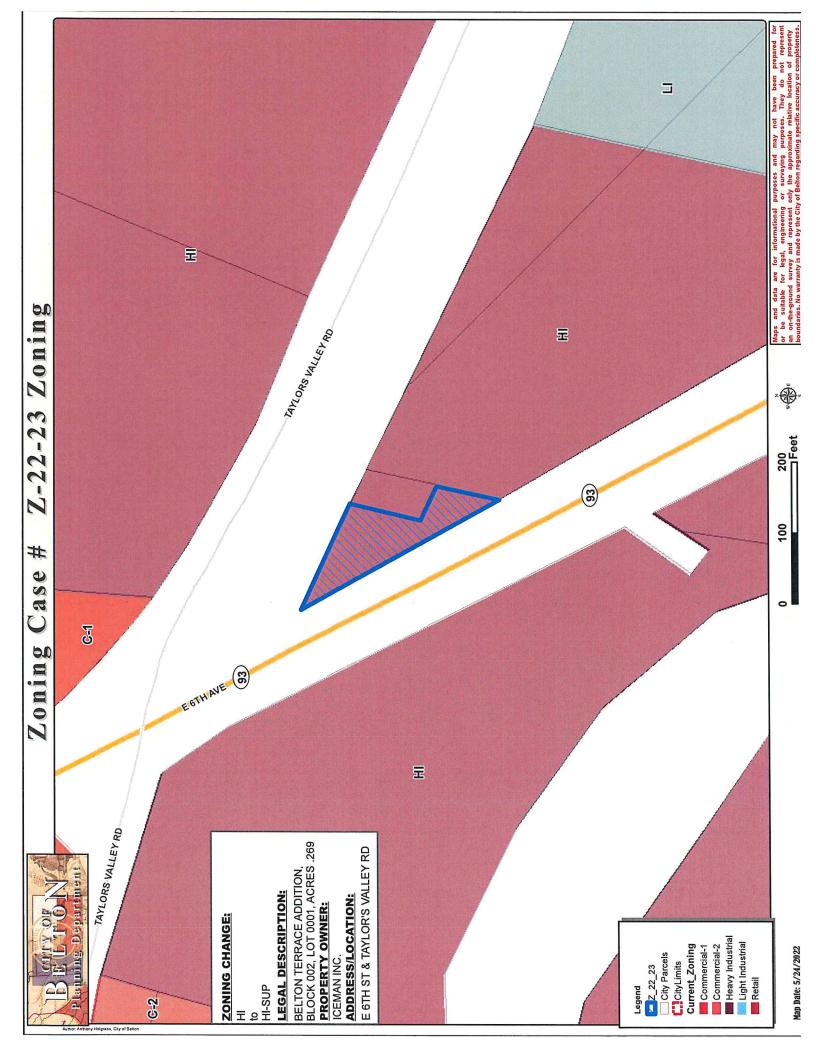
BELLCAD: 371761

Address: TAYLORS VALLEY RD





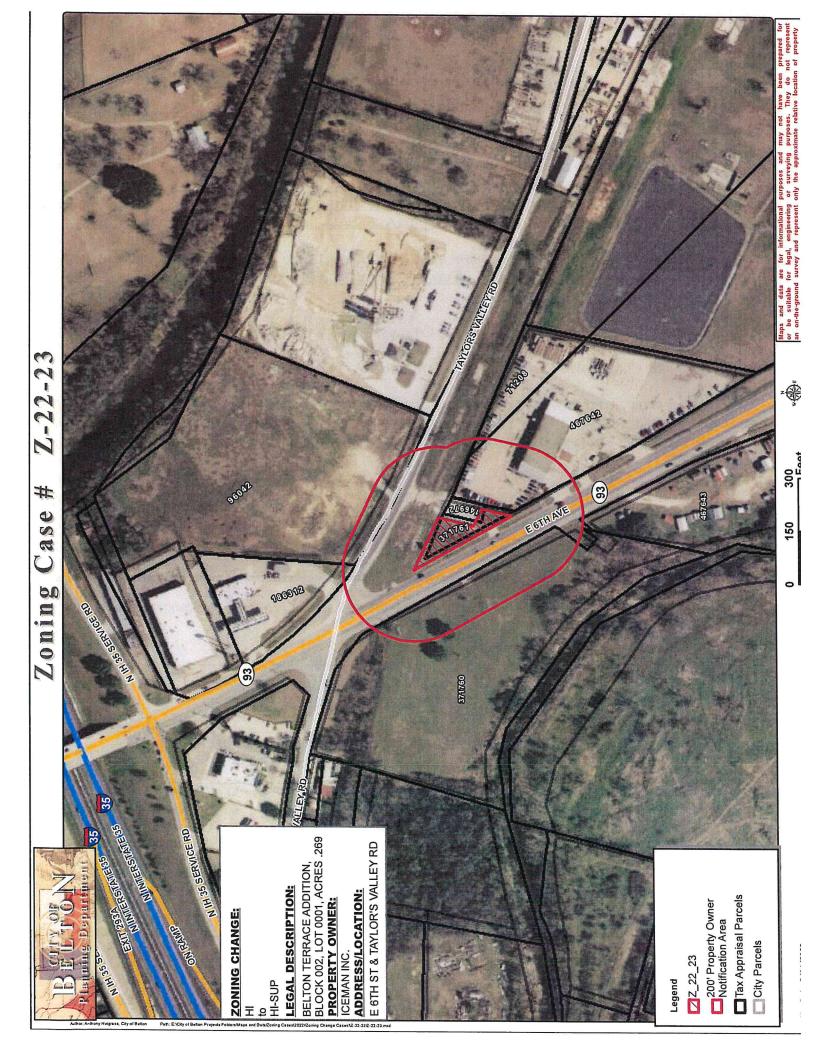




THE CITY OF BELTON HAS RECEIVED A REQUEST FROM: LAMAR ADVERTISING

TO CHANGE THE FOLLOWING DESCRIBED PROPERTY: NORTHEAST CORNER OF E. 6 th And Taylor valley road,
From A(n) Heavy Industrial Zoning District,
TO A(N) HEAVY INDUSTRIAL WITH SUP FOR ELECTRONIC CHANGEABLE MESSAGE SIGN ZONING DISTRICT,
TO PERMIT: CONVERSION OF AN EXISTING BILLBOARD TO A CHANGEABLE DIGITAL/ELECTRONIC SIGN .
The Planning & Zoning Commission of the City of Belton, Texas will hold a public hearing pursuant to this request at <u>5:30 P.M., Tuesday, June 21, 2022</u> , at the T.B. Harris Center, 401 N. Alexander, Belton, Texas.
If approved by the Planning & Zoning Commission, this item will be placed on the Agenda for a Public Hearing by the City Council. That meeting will be at <u>5:30 P.M., Tuesday, June 28, 2022</u> , at the T. B. Harris Community Center, 401 Alexander Street, Belton, Texas.
As an interested property owner, the City of Belton invites you to make your views known regarding this zoning change. You may submit written comments by completing this form and returning it to the address below or via email to Planning@beltontexas.gov , prior to 1:00 p.m. on May 17, 2022.
If you require interpreter services for the deaf or hearing impaired, please contact the City Clerk at City Hall at least 48 hours before these meetings.
circle one
AS AN INTERESTED PROPERTY OWNER, I (PROTEST) (APPROVE) THE REQUESTED ZONING AMENDMENT PRESENTED IN THE APPLICATION ABOVE FOR THE REASONS EXPRESSED BELOW:
1.
2.
3.
(FURTHER COMMENTS MAY BE EXPRESSED ON A SEPARATE SHEET OF PAPER)
Date: Signature:
PLANNING DEPARTMENT

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



71208

BELL MM ENTERPRISES LLC

9060 W FM 93

BELTON, TX 76513-8322

186312

FIKES WHOLESALE INC

PO BOX 1287

TEMPLE, TX 76503-1287

467642

BELL MM ENTERPRISES LLC

9060 W FM 93

BELTON, TX 76513-8322

96042

RATLIFF READY-MIX LP

PO BOX 8040

FORT WAYNE, IN 46898-8040

371760

ICEMAN INC

PO BOX 2068

AUSTIN, TX 78768-2068

467643

BELL MM ENTERPRISES LLC

9060 W FM 93

BELTON, TX 76513-8322

146972

ATMOS ENERGY MID TEX DIVISION

PO BOX 650205

DALLAS, TX 75265-0205

371761

ICEMAN INC

PO BOX 2068

AUSTIN, TX 78768-2068

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

City of Belton, City Hall 333 Water Street Tuesday, June 21, 2022

The Planning and Zoning Commission met at 5:30 p.m. at the Harris Community Center, 401 North Alexander Street. Commission members who were present: Chair Brett Baggerly, Vice Chair Dave Covington, Dave Jarratt, Quinton Locklin, Alton McCallum, Zach Krueger and Joshua Knowles. The following members were absent: Nicole Fisher and Luke Potts. The following staff members were present: Director of Planning Bob van Til, Planner Tina Moore, and IT Specialist Alex Munger.

8. Z-22-23 Hold a public hearing and consider a zoning change from Heavy Industrial to Heavy Industrial with a Specific Use Permit for the Placement of an Electronic Changeable Sign on approximately 0.269 acres located at the northeast intersection of E. 6th Avenue and Taylors Valley Road and described as Belton Terrace Addition, Block 2, lot 1.

Staff Planner Ms. Moore presented the staff report.

Chair Baggerly opened the public hearing. With no other requesting to speak, the public hearing was closed.

The applicant, Mat Naegele, Lamar Advertising, spoke in support of the item.

Commission Member Knowles made a motion to approve Z-22-23 as recommended by staff. Commission member Locklin seconded the motion, which passed with 7 ayes, 0 nays.

ORDINANCE NO. 2022-33

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM HEAVY INDUSTRIAL TO HEAVY INDUSTRIAL WITH A SPECIFIC USE PERMIT FOR AN ELECTRONIC MESSAGE COPY SIGN ON APPROXIMATELY 0.269 ACRES LOCATED AT THE NORTHEAST INTERSECTION OF E. 6^{TH} AVENUE AND TAYLORS VALLEY ROAD.

WHEREAS, Lamar Signs, representing Iceman Inc., the property owner, has presented a petition duly signed, to the City Planning & Zoning Commission and filed said petition with the City Clerk of the City of Belton, and due notice of filing of said petition and hearing on said petition has been given as required by the City Zoning Ordinance and by law, and a hearing on said petition before the City Planning & Zoning Commission of the City of Belton was set for the 21st day of June, 2022, at 5:30 p.m. for hearing and adoption, said district being described as follows:

approximately 0.269 acres
located at the Northeast Intersection of E. 6th Avenue and Taylor Valley Road
described as Belton Terrace Addition, Block 2, lot 1.
(location map attached as Exhibit "A")

WHEREAS, said application for such amendment was duly recommended by the said City Planning & Zoning Commission and the date, time, and place of the hearing on said application by the City Council of the City of Belton was set for the 28th day of June 2022, at 5:30 p.m. at the Harris Community Center and due notice of said hearing was given as required by ordinances and by law; and

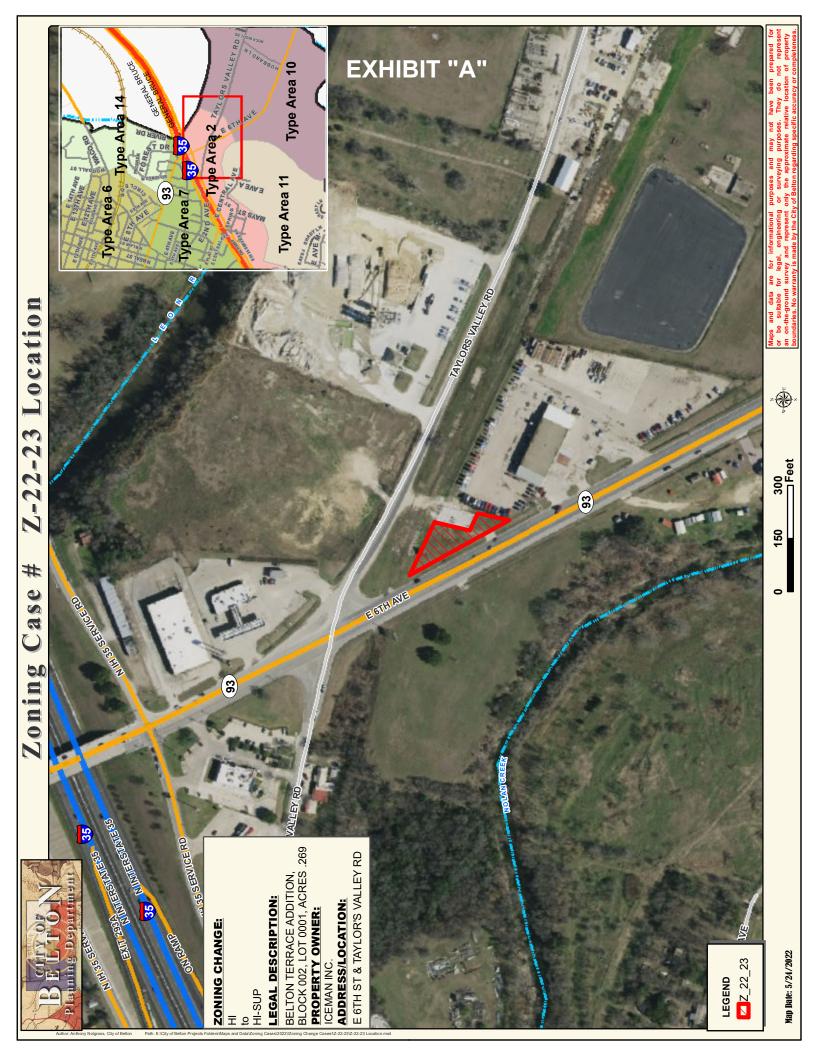
WHEREAS, a hearing was held upon the application by the City Council of the City of Belton at the time, place and date herein before set forth and no valid objection to said amendments was presented.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Texas, that the said district located on a tract of land as more fully and completely described above, be and is hereby changed Heavy Industrial to Heavy Industrial with a SUP for an Electronic Message Copy Sign, in accordance to Section 28, *Heavy Industrial*, and Section 38, *Sign Regulation*, and the Design Standards in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance. The Zoning Ordinance of the City of Belton is hereby amended, subject to the following conditions:

- 1. A maximum overall total sign area of 240 square feet.
- 2. The sign shall comply with adopted standards of Section 38.15D, Sign Lighting Standards, of the Zoning Code.

This ordinance was	s presented at the stated m	neeting of the City Coບ	ıncil of the City of Belton
and upon reading	was passed and adopted	by the City Council of	on the 28 th day of June
2022, by a vote of	ayes and	nays.	

SIGNED AND APPROVED by the Mayor and 28 th day of June, 2022.	attested by the City Clerk on this the
ATTEST:	Wayne Carpenter, Mayor
Amy M. Casey, City Clerk	



Staff Report - City Council Agenda Item



Date: June 28, 2021

Case No.: P-22-16 Preserve at Nolan Creek

Request: Final Plat

Applicant: Belton Engineering

Owner: Crossroad Advisors, LLC.

Agenda Item #10

P-22-16 Consider a final plat of Preserve at Nolan Creek, comprising 2.841 acres, located at 702 Shine Street, south of West 8th Avenue and north of West 7th Avenue.

Originating Department: Planning – Tina Moore Planner

<u>Current Zoning</u>: Multifamily Zoning District

Case Summary

This subdivision proposes a consolidation of two lots, approximately 2.841 acres, into one for a multifamily development. The proposed development consists of eight buildings with six units, for a total of 48 units. The proposed subdivision satisfies all requirements of the Multifamily (MF) zoning district.

The reason this plat is on the agenda is because the applicant requested a variance to the park fee requirements. In lieu of paying the park fee, the applicant would like to make private park improvements. Please see the Parkland Dedication/Fee section below for details of this request.

Project Analysis and Discussion

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

<u>Water/Sewer</u>: The applicant will connect to an existing 6" water line on Shine Street. Wastewater line will be extended to provide services to this lot. An offsite easement is required from UMHB to allow for this extension. The applicant is negotiating this easement which is listed as a condition of plat approval in the staff comment letter. The wastewater line will be privately maintained.

<u>Drainage</u>: Preliminary drainage plans have been provided. A final drainage plan will be reviewed with the submittal of the site plan.

<u>Streets</u>: Shine Street is a local street which requires 50' of right of way and 31' of pavement with curb and gutter. An approximate 5' ROW dedication is proposed on the plat. The existing roadway is 24' edge to edge with no curb and gutter. Minimum width for a local street is 31-feet back-of-curb to back-of-curb. The Developer is required to participate in upgrades to Shine Street to either pave the road up to 31' or half the needed width to achieve 31', per the requirements of Section 502H of the Subdivision Ordinance. Sidewalks are not required on local streets.

<u>Parkland Dedication/Fee</u>: According to the Subdivision Ordinance Section 517, residential subdivisions are required to dedicate suitable lands for the purpose of parkland and/or make a financial contribution for the acquisition and development of such parkland. The applicant has submitted a variance request to allow for an alternative compensation with a proposal for a private park. Amenities proposed include decking, dog park, park benches, grills, and a walking path. The total value of the proposed improvements is approximately \$56,300, which exceeds the required parkland fee required of \$9,600.

<u>Conclusion</u>: We have reviewed the plat for the Preserve at Nolan Creek and find it acceptable as a final plat subject to the conditions identified in the City's letter of conditions to the applicant dated June 15, 2022.

Recommendation

At its meeting on June 21, 2022, the Planning and Zoning Commission voted unanimously to approval of the final plat of Preserve at Nolan Creek, subject to the following:

- 1. Approval of an alternative Parkland compensation to allow the private improvements, in lieu of Parkland dedication or fees.
- 2. Staff comment letter dated June 15, 2022.

<u>Attachments</u>

Final Plat Application
Final Plat
Location Map
City letter of conditions dated June 15, 2022
P&Z Minutes Excerpt

City of Belton

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

Application is hereby made to the City Council for the following:
Preliminary Subdivision Fees due \$
☐ Final Subdivision
☐ Administrative Plat
□ Replat
□ ETJ
© City Limits
Date Received: Date Due: (All plans are to be returned to the Planning
Department according to the Plat Submission Calendar.)
Applicant: Belton Engineering, Inc Phone: 254-731-5600
Applicant: Belton Engineering, Inc Phone: 254-731-5600 Mailing Address: 106 Ni East Street Email Address: 1ch tay @ belton engineers. Com
Email Address: 1ch tay @ betten engineers. com
Owner: <u>Crossread Advisors, LLC</u> Phone:
Mailing Address: 1400 Shady Hollow Ct. Keller, 1x 76248
Email Address: jerome @ Crossroads adv. com
Current Description of Property:
Late Block 98/13/ Subdivision Belten Original
Acres: 2.835 Survey: James Bennett Abstract No 71, M.F. Cornell Abstract No 6 Abstract #: 71/6 Street Address: 710 Shine Street, Better 76513
Abstract #: 71/6 Street Address: 710 Shine Street, Better 76513
Frontage in Feet: ≈ 191.0 Depth in Feet: ≈ 470.0 (maximum)
Name of proposed subdivision: District at Nolon Creek
Number of Lots: Fee: \$
2 (0.2 (2002)
Signature of Applicant: Date: 3/23/2022
Signature of Owner: Date: 4/4/2023

NOTE: Variances to code requirements may be considered by P&ZC and City Council.

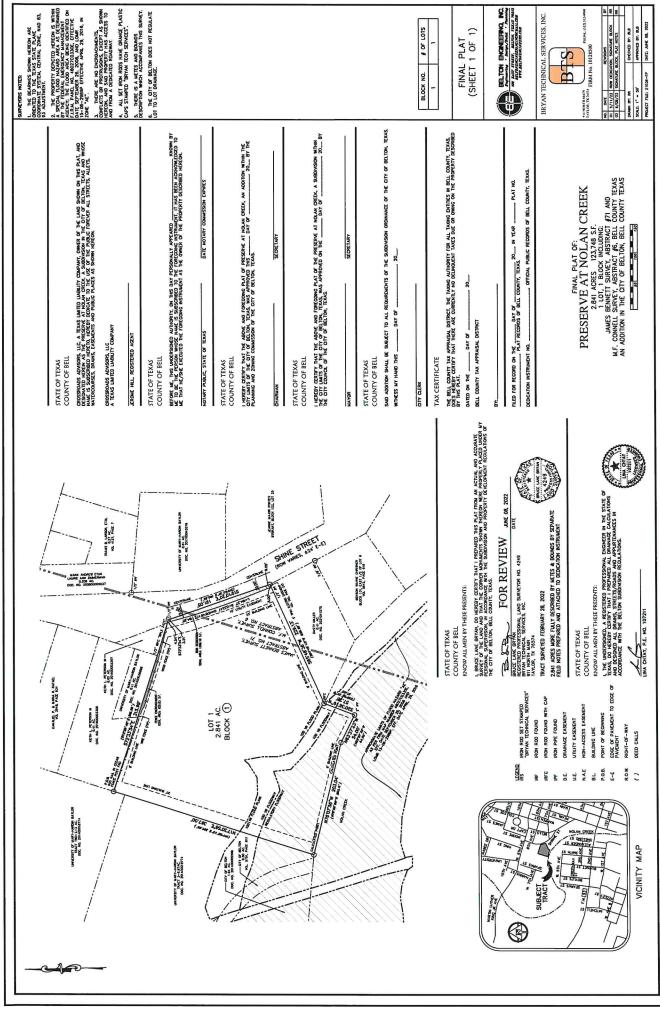
Zoning Fees:

Rezone a single lot	\$250.00
Specific Use Permit	\$250.00
Variance to the Zoning Ordinance	\$200.00

Subdivision Fees:

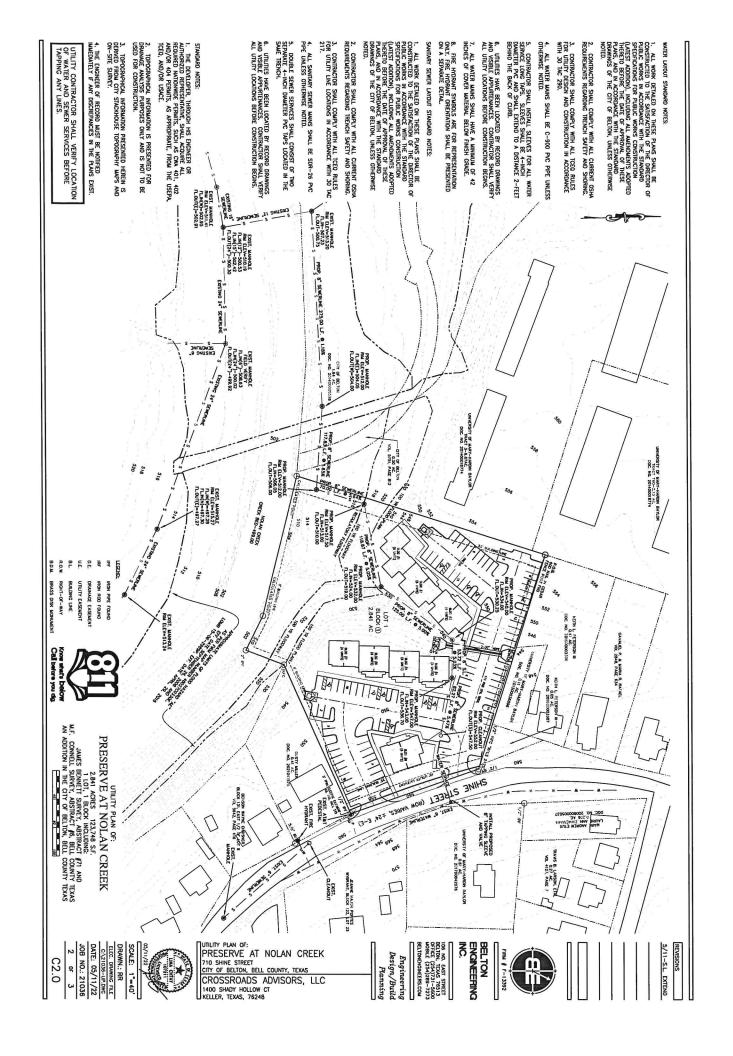
on rees.
General Development Plan review \$200.00
Admin Plat \$200.00
Preliminary Subdivision Plat \$250.00
Plus per lot \$3.00
Final Subdivision Plat\$250.00
Plus per lot\$3.00
Preliminary One-Lot Subdivision Plat \$250.00
Plus per acre\$10.00
Final One- Lot Subdivision Plat \$250.00
Plus per acre \$10.00
Inspection/testing Fees: Actual costs + 10%
Placing traffic control devices and street name signs \$250.00
Park Land Dedication, per dwelling unit\$200.00
GIS fee (inputting subdivision, utilities, infrastructure) \$25.00

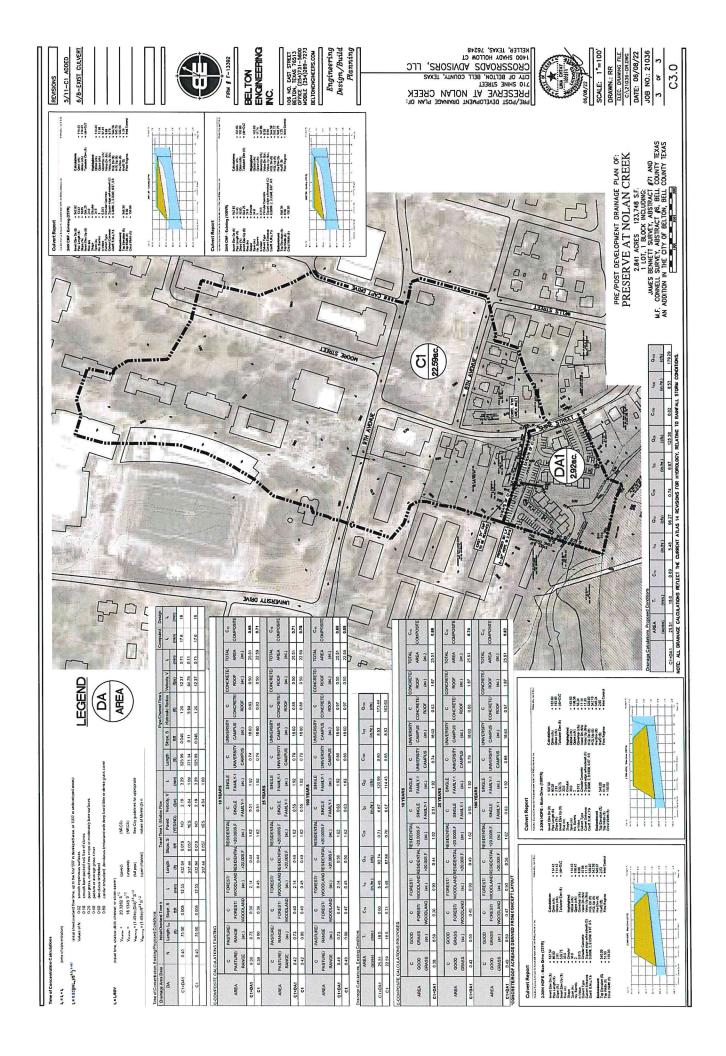
^{**} See attached checklist for items to be submitted with all plats.



2) THERE ARE NO ENCROACHMENTS, CONTLICTS OR PROTRUZIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

4. ALL SET IRON RODS HAVE ORANGE PLASTIC CAPS STAMPED "BRYAN TECH SERVICES". S. THERE IS A METES AND BOUNDS DESCRIPTION WHICH ACCOMPANIES THIS SURVEY.







June 6, 2022

Bob Van Til Director of planning, City of Belton 333 Water Street Belton, Texas 76513

Applicant: Preserve at Nolan Creek / Jerome Hill

Project: Final Plat, Preserve

Location: Shine Street, Belton, TX, at Nolan Creek

Subject: Variance Request

- I) Applicant is respectfully requesting a variance/exception from the requirement to provide \$200/lot (parkland fee of \$9,600) based on the following:
 - 1. Proposed Private Park 0.230 ac (approximate).
 - 2. Amenities are proposed with a total value of \$56,300 for decking, dog park, park benches, grills, and walking paths.
 - 3. Granting of this exception will not be detrimental to the public health, safety, or welfare or injurious to any of the properties adjacent to this subject tract.
- II) Detailed cost for park amenities:
 - Decking \$35,000
 - Dog Park \$8,500
 - Park benches \$3,500
 - Grills \$1,800
 - Walking paths \$7,500

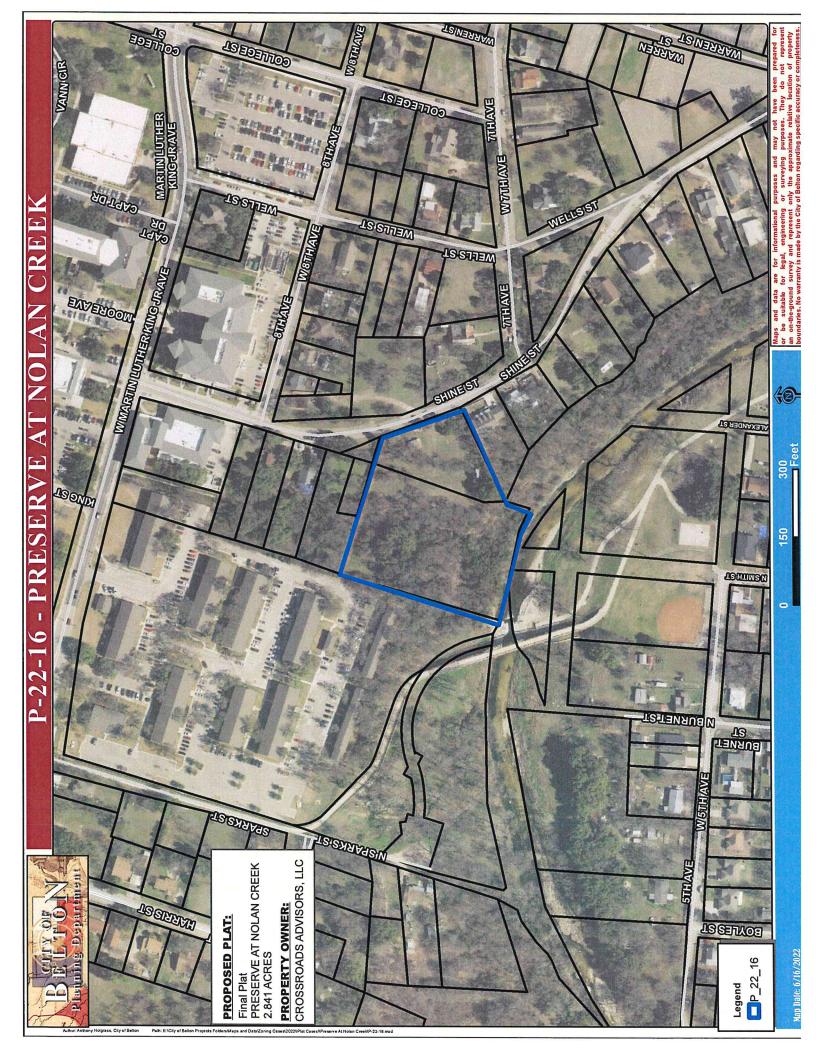
Feel free to contact us at any time in reference to this project, Office #254-731-5600, Mobile #254-289-7273.

Submitted,

BELTON ENGINEERING, INC.

Lina Chtay, As the representative for Jerome Hill.







City of Belton

Planning Department

June 15, 2022

Project: Preserve at Nolan Creek
Applicant: Belton Engineering
Date Submitted: 4-4-22
2nd Review: 6-2-22
3rd Review: 6-8-22

Location: 2.841 ACRES LOCATION: 710 SHINE ST.

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

PLANNING:

- 1. Pending consideration of an alternative compensation for parkland dedication/fee requirements.
- 2. Offsite Utility Easement Prior to recording plat, a copy of the recorded offsite utility easements is required. The recording document number must be provided on the plat.

PUBLIC WORKS/KPA:

3. Utility Plan – An offsite wastewater easement will need to be obtained from UMHB to allow for construction of the proposed wastewater line across their property. Additionally, the proposed wastewater alignment would take it under the existing pedestrian bridge and through some thick brush/woods. Secondary comment made for informational purposes just so the applicant is aware of the construction challenges.

DITT DIVIS ADDICATE
BUILDING OFFICIAL:
No Comments.
FIRE DEPT:
No Comments.
POLICE DEPT:
No Comments.
GIS:
No Comments.
Outside Utility Provider Comments
Oncor:
\square AT&T:
Atmos Energy:
Charter Communications:
Grande Communications:
Spectrum (Time Warner):
USPS:

Clearwater	UCD :
TXDOT:	

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

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

City of Belton, City Hall 333 Water Street Tuesday, June 21, 2022

The Planning and Zoning Commission met at 5:30 p.m. at the Harris Community Center, 401 North Alexander Street. Commission members who were present: Chair Brett Baggerly, Vice Chair Dave Covington, Dave Jarratt, Quinton Locklin, Alton McCallum, Zach Krueger and Joshua Knowles. The following members were absent: Nicole Fisher and Luke Potts. The following staff members were present: Director of Planning Bob van Til, Planner Tina Moore, and IT Specialist Alex Munger.

9. P-21-16 Consider a final plat for the Preserve at Nolan Creek, comprising of 2.841 acres, located at 710 Shine Street, south of West 8th Avenue and north of West 7th Avenue.

Staff Planner Ms. Moore presented the staff report.

Staff addressed questions from the commission.

Vice Chair Covington made a motion to approve P-22-16 as recommended by Staff. Commission Member Jarratt seconded the motion. The motion was approved with 7 ayes, 0 nays.

Staff Report – City Council Meeting



Agenda Item #11

Hold a public hearing and consider an amendment to the Belton Thoroughfare Plan relating to S. Toll Bridge Road, from the Lampasas River to Elmer King Road.

Originating Department

Planning - Bob van Til, Planning Director

Summary Information

The purpose of this item is to conduct a public hearing on a proposed amendment to the Thoroughfare Plan, specifically, as it relates to S. Toll Bridge Road, from the Lampasas River to Elmer King Road.

Discussion

The City adopted numerous amendments to the Belton Thoroughfare Plan on January 11, 2022. Due to the unique circumstances related to the historic Toll House on S. Toll Bridge Road, the Plan was adopted, except for a deferred recommendation related to this portion of Toll Bridge Road.

At that time, the recommendation for S. Toll Bridge Road was to designate it as a Major Collector with a proposed ultimate 80-feet of right-of-way. This proposed cross-section would have placed the future edge of pavement approximately ten feet from the historic building at its nearest point. Even though there is no formal State or local historic designation assigned to the building, the Thoroughfare Plan could be adjusted to preserve it by keeping the edge of the future pavement away from the building.

Staff recommended at the time of adoption in January that this section of Toll Bridge Road south to Elmer King Road be shown as "Project Under Evaluation", until a study by KPA could be completed.

Staff's recommendation at the time of the other amendments was a commitment to: "return to Council within six months, no later than July 12, 2022, with a recommendation for the Toll Bridge Road alignment in the vicinity of the Lampasas River."

Below are comments relating to the discussions with property owners on S. Toll Bridge Road:

S. Toll Bridge Road – In late 2021, staff met with Mr. Neese, and then later with Mr. Trader and Mr. Gilchrest. Each own property south of the Lampasas River, if not along the River.

The issue identified by the property owners was the width of the future right-of-way (80-feet) and how it may impact their homes and their quality of life. Of particular importance to Mr. Trader is the present proximity of his home (the former Toll Bridge House) to the edge of the pavement. The home currently is approximately 20 feet from the edge of pavement at the closest point. According to Bell CAD maps, the home is in the right-of-way of S. Toll Bridge Road.

<u>KPA Study</u> - KPA was retained to analyze potential routes and right-of-way options for future Toll Bridge Road south to Elmer King Road. KPA reduced the 80-foot right-of-way and prepared a <u>60-foot right-of-way with a 36-foot-wide pavement option</u>. That was presented to the property owners. To avoid the Toll House, property owners on the west side of the road would be impacted and would need to dedicate or convey property for future right-of-way (approximately 0.08 acres for one property owner and 0.06 acres for the other, a depth of 12 to 17 feet and 300 feet in length, approximately), when required in the future.

After a meeting with the property owners on May 3, 2022, this option met with significant resistance. At that time, they suggested a 50-foot right-of-way section.

KPA then prepared a <u>50-foot right-of-way option with a 36-foot-wide pavement section</u>. This reduces the right-of-way requirement but preserves the anticipated capacity needs with 36 feet of pavement, matching the 36 feet with the bridge width over the Lampasas River and the street width planned to the north. This is a hybrid cross section specifically for S. Toll Bridge from the Lampasas River to Elmer King Road. It is referred to as a Minor Collector Option "C" (see attached Hybrid Minor Collector C).

This 50-foot right-of-way option fits between the Toll House and the property lines on the west side without requiring any new right-of-way on the west side of the road. The future distance of the Toll House to the edge of the pavement would be reduced from its current 20 feet to an estimated 10 feet, whenever needed for actual future road construction.

With the anticipated future development north of the Lampasas River (River Farms), a minimum of 50-feet of right-of-way and 36 feet of pavement is recommended to accommodate future traffic impacts on the section south of the Lampasas River. Although, the majority of future traffic is anticipated to travel north, some of that traffic will choose a southern option to access IH 35.

When staff met with the property owners on June 10, 2022, they rejected this idea as well. It is apparent that the property owners are opposed to any growth or development in the area, and no alternative pavement/right-of-way configuration, except the current 20-foot pavement, will be acceptable. Unfortunately, this position does not address the legitimate need for Belton's Thoroughfare Plan to project a reasonable future ROW and pavement section for anticipated traffic demand in this area.

In summary, to preserve the Toll House the City reduced the original recommendation of a Major Collector with an 80-foot right-of-way and 36 feet of pavement, to a Minor Collector with 60 feet of right-of-way and 36 feet of pavement, to a hybrid cross section with 50 feet of right-of-way and 36 feet of pavement (Minor Collector "C") in an effort to achieve consensus. This is apparently not possible.

<u>Implementation</u> – The key message to the property owners has been that the Plan is implemented when and if their property is redeveloped. The property owners are in a unique position to influence the timing of the future street widening in this location. Nevertheless, the Thoroughfare Plan needs to reflect a realistic future condition addressing the projected need.

Fiscal Impact

Not applicable, until right-of-way is needed, typically when property is platted for new development and right-of-way is dedicated by the owner.

Recommendation

Conduct a public hearing and recommend approval of the amendment to the Thoroughfare Plan Amendments relating to S. Toll Bridge Road from the Lampasas River to Elmer King Road as a Major Collector.

The Planning and Zoning Commission held a public hearing on this item during their regular meeting on June 21, 2022. There was no public input during the meeting. The Commission recommended that Toll Bridge Road from the Lampasas River to Elmer King Road be reflected as a Major Collector on the Thoroughfare Plan, with 80-foot ROW, the same cross section that is planned for north of the Lampasas River.

The Commission stated that north of the river is a Major Collector, and the same classification should be extended south to Elmer King Road. In addition, the added capacity is critical to the future development of area, not only south of the river, but also to accommodate the potential development north of the river.

Staff concurs with the Commission's recommendation.

Attachments

P&Z Minutes Excerpt
Ordinance approving the Thoroughfare Plan Amendments with Major Collector
Hybrid Minor Collector C

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

City of Belton, City Hall 333 Water Street Tuesday, June 21, 2022

The Planning and Zoning Commission met at 5:30 p.m. at the Harris Community Center, 401 North Alexander Street. Commission members who were present: Chair Brett Baggerly, Vice Chair Dave Covington, Dave Jarratt, Quinton Locklin, Alton McCallum, Zach Krueger and Joshua Knowles. The following members were absent: Nicole Fisher and Luke Potts. The following staff members were present: Director of Planning Bob van Til, Planner Tina Moore, and IT Specialist Alex Munger.

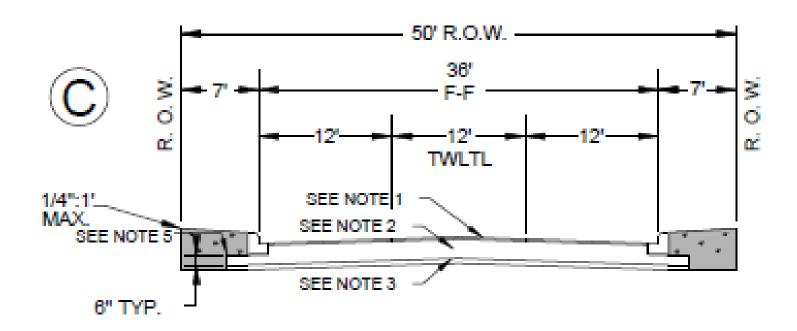
10. Hold a public hearing and consider an amendment to the Belton Thoroughfare Plan relating to S. Toll Bridge Rd., from Lampasas River to Elmer King Rd.

Director Bob van Til presented the staff report.

Staff addressed questions from the commission related to communication with the neighbors impacted by the development.

Commission Vice Chair Covington made a motion to identify this segment of right of way (ROW) as a Major Collector Road requiring 80' of ROW, identical to the northern section, in anticipation of further growth. Commission member Krueger second the motion. The motion passed with 7 ayes, 0 nays.

Hybrid Minor Collector C



ORDINANCE NO. 2022-34

AN ORDINANCE AMENDING ORDINANCE 2022-05 AND ADOPTING ADDITIONAL AMENDMENTS TO THE 2022 THOROUGHFARE PLAN RELATING TO SOUTH TOLL BRIDGE ROAD FOR THE CITY OF BELTON, TEXAS.

WHEREAS, the City Council recognizes the need for a Thoroughfare Plan to provide direction, goals, assessments, standards, recommendations and strategies for implementation in an effort to provide for and continually improve mobility in the City of Belton; and

WHEREAS, the primary objective of the Thoroughfare Plan is to provide guidance in decision-making related to future growth and development of the City of Belton; and

WHEREAS, public hearings were held by the Planning and Zoning Commission on June 21, 2022, and by the City Council on June 28, 2022; and

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

Section 1 - That the South Toll Bridge Road amendments to the 2022 Amendments of the Belton Thoroughfare Plan for the City of Belton, Texas, are hereby officially adopted, as shown on Exhibit "A", attached hereto and incorporated herein for all intents and purposes.

Section 2 – That a specific cross section was developed to protect and preserve the historic Toll Bridge House that will be observed from south of the Lampasas River to the intersection of South Toll Bridge Road and Elmer King Road, as shown on Exhibit "B".

PRESENTED AND PASSED on this the 28th day of June 2022, at a regular meeting of the City Council of the City of Belton, Texas.

	Wayne Carpenter, Mayor		
Attest:			
Amy M. Casey, City Clerk			

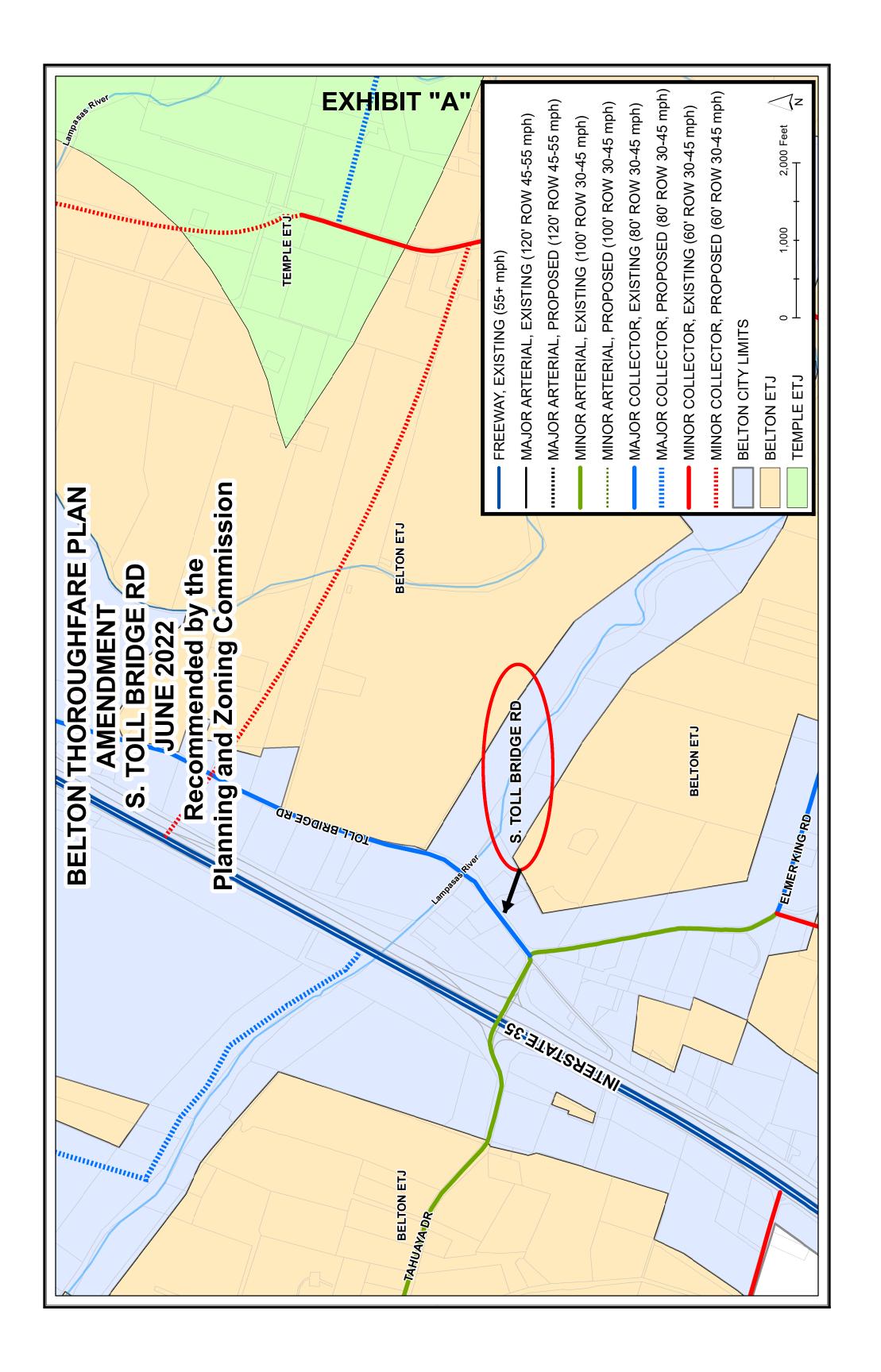
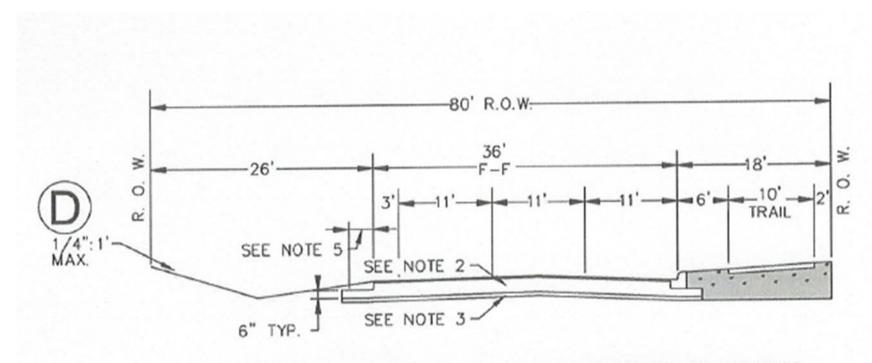


Exhibit "B"
S. Toll Bridge Rd.
Major Collector



MAJOR COLLECTOR - 3 LANE UNDIVIDED ROADWAY, 10' HIKE AND BIKE TRAIL ON ONE SIDE

Staff Report - City Council Agenda Item



Agenda Item #12

Consider a resolution adopting the Imagine Belton Plan.

Originating Department

Administation – Sam A. Listi, City Manager

Summary Information

On May 10, 2022, City Council, BEDC, and TIRZ conducted a joint meeting for a presentation of the Imagine Belton Plan. The Plan, in the works for several months, began as a marketing vision of the Belton Economic Development Corporation, with several goals in mind:

- Serve as a guide for investment in the core of the Belton Community;
- Improve connections into Downtown Belton; and
- Utilize unique characteristics of Belton, especially Nolan Creek, more effectively.

Guided by BEDC, a robust Advisory Committee, and consultants from Covey Planning and Landscape Architects and KPA Engineers, the result is a dynamic Plan that seeks to build on unique Belton assets and partnerships to achieve meaningful and visible results in six (6) subdistricts in the vicinity of Downtown. UMHB also provided valuable input into Plan development.

With strong community interest in the <u>Imagine Belton Plan</u> resulting from the joint meeting, and other positive feedback, Director of Planning Bob van Til and I developed the attached <u>Imagine Belton Plan Implementation Memo</u>. It includes recommendation of a <u>Resolution</u> for approval by BEDC, County, and City Council, indicating roles for each entity. These elements track the Recommendations and Action Plan included in the BEDC Study, and will serve as the building blocks for next steps, to include:

- 1. A Resolution that formally adopts the Plan, under consideration by BEDC, City Council, and Bell County Commissioners.
- 2. Inclusion of Plan Implementation in the City Strategic Plan Update.
- 3. Codes/Standards review to ensure predictability and flexibility of local processes.
- 4. Financial Incentives focused on the Plan study areas.

The proposed <u>Resolution</u> was crafted to identify appropriate partnership roles for each of the three entities key to Plan implementation.

BEDC adopted the Resolution on June 15, 2022.

- A work session to present the Plan was conducted with the entire Bell County Commissioners Court on June 20th, and the Resolution is expected to be voted on by the Court on June 27, 2022.
- City Council action on the Resolution is scheduled at this meeting, hopefully completing this initial step to implement the Plan.

We believe the vision, the partnerships, and the timing is right for effective implementation of the Imagine Belton Plan.

Fiscal Impact

Approval of Resolution has no immediate costs, yet there will be future costs to implement the Plan. We are working to secure a final scope of work from Covey Planning and Landscape Architects to assist us in evaluating existing City codes and ordinances, and in evaluating financial incentives. BEDC has agreed to cost share this consulting work with the City.

Recommendation

Recommend adoption of Resolution.

Attachments

Imagine Belton Plan Implementation Memo Resolution Imagine Belton Plan



Memorandum

TO: Sam A. Listi, City Manager

FROM: Bob van Til, Planning Director

RE: Imagine Belton Marketing Plan Implementation

DATE: May 26, 2022

Below are several recommendations to begin the implementation of the "Imagine Belton Downtown Marketing Plan."

- 1. Adopt a Resolution that formally approves the Plan.
 - a) This will create legitimacy of the plan and a pathway forward for all the partners.
 - b) The Plan should be adopted by all the participants who worked on creating the Plan and will share in the opportunity to implement it.
 - c) This Resolution would provide clear evidence of support for, and an enthusiastic endorsement of, the Plan. The Resolution should be adopted by these entities. Consider one resolution with all organizations' signatures:
 - Belton Economic Development Corporation
 - Bell County Commissioners Court
 - Belton City Council
- d) The City's Strategic Plan Update for FY '23 '27 should include an Economic Development goal that emphasizes implementation of the Imagine Belton Plan.

2. Local Ordinances

a) Evaluate zoning, platting, design standards, and building codes to ensure predictability of the planning and permitting process.

- b) Explore the possibility of an "Imagine Belton Overlay District" that will contain streamlined local development regulations and provide incentives to ensure maximum flexibility for the implementation potential of the plan.
 - Retain a consultant to assist with the implementation of recommendations referenced on p. 73 – 80 of the Imagine Belton Plan.

3. Financing

- a) Create an "Imagine Belton Partnership Fund" or annual budget allocation.
- b) The partners could include the City of Belton, BEDC, the County, and other possible partners, such as UMHB, for example.
- c) Expand the boundary in which façade grants can be awarded to include the entire Belton Downton Core Area identified in the Plan, including Main Street, Pearl Street, and E. 6th Avenue.
- d) Expand the types of financial incentives, to include assistance with:
 - Flood plain studies
 - Accessibility enhancements (ADA improvements)
 - Fire protection
 - Sidewalks, trails, and signage
 - Water and wastewater enhancements
 - Asbestos abatement
 - Landscaping and tree preservation
 - Public art, murals
 - Streetscape enhancements such as benches, bollards, wayfinding signage
 - Sales tax rebates
 - Tax abatements for desired residential development
 - Permit fee reductions/waivers

Please let me know if you have any questions and know that the Planning Department is ready to take the lead in coordinating actions to achieve many of the exciting goals included in the Plan.

RESOLUTION NO. 2022-23-R

A RESOLUTION ENDORSING, SUPPORTING AND ADOPTING THE IMAGINE BELTON PLAN FOR THE CITY OF BELTON, TEXAS.

WHEREAS, the Belton Economic Development Corporation initiated the planning process that resulted in development of the IMAGINE BELTON PLAN; and

WHEREAS, the Bell County Commissioners Court recognizes the importance of Belton as the Bell County seat, and its role as a property owner and policy maker for Bell County matters; and

WHEREAS, the Belton City Council recognizes the need for a Plan to provide direction, goals, standards, recommendations and strategies for implementation in an effort to provide for and continually improve the City of Belton; and

WHEREAS, the primary objective of the Imagine Belton Plan is to provide guidance in decision making related to future growth and development in a critically important area in Central Belton; and

WHEREAS, the proposed recommendations establish a framework to ensure that current and future issues are assessed, and decisions concerning future development are made, grounded on Plan objectives; and

WHEREAS, the Imagine Belton Plan includes a vision, a framework, and opportunities for partnerships for implementation of the community's goals; and

WHEREAS, various public meetings were conducted by the BEDC, City Council and Bell County Commissioners Court during 2022; and

WHEREAS, each public body, having taken into consideration the results of the Imagine Belton Plan, determines that the Plan is reasonable and achievable.

ROLES:

- (1) Possible collaborative roles for each of the three (3) entities BEDC, Bell County and Belton include:
 - Work to enhance public-private partnerships among these entities, as well as with UMHB, BISD, CTCOG, KTMPO, TxDOT and others.
 - Coordinate Capital Improvement Plan Projects undertaken by each entity, recognizing relationship to one another's facilities.
 - Exercise stewardship and care given public land inventory held by each entity and in land use decisions.
 - Consider land banking to maximize opportunities for development or redevelopment of properties within the Plan boundary.
 - Solicit investments that reinforce historical and cultural aspects of Belton's quality of life.

- (2) Possible roles for the Belton Economic Development Corporation in Imagine Belton Plan implementation:
 - Consider land acquisition, assembly, and property development as needed.
 - Support City of Belton infrastructure extension and upgrade projects to induce commercial development.
 - Facilitate economic development activities emphasizing investment and job creation.
 - Continue to enhance training opportunities in collaboration with BISD and UMHB.
 - Market Belton's quality of place, partnering with the City of Belton and Belton Area Chamber of Commerce.
- (3) Possible roles for Bell County Commissioners Court in Imagine Belton Plan implementation:
 - Explore opportunities for public-to-private property conversion, i.e., returning publicly held properties to the property tax rolls where feasible.
 - Coordinate with the City on the future of major institutional facilities located in Belton's Plan boundary i.e., Bell County offices, Downtown Jail, Sheriff's office, parking facilities, among others.
 - Recognize the historical context of buildings, such as the Bell County Courthouse, Bell County Museum and the former Carnegie Library, and preserve them for future generations.
- (4) Possible roles for the Belton City Council in Imagine Belton Plan implementation:
 - Update the City's Strategic Plan for FY2023-2027 to include an Economic Development Goal that emphasizes implementation of the Imagine Belton Plan.
 - Evaluate zoning, platting, design standards and building codes to ensure predictability and streamlining of the planning and permitting process.
 - Explore an "Imagine Belton" Overlay Zoning District to signal support for plan implementation.
 - Consider expansion of financial incentives for development/redevelopment:
 - Create an "Imagine Belton Partnership Fund" for special project funding, with support from City, BEDC, Bell County, TIRZ, others.
 - o Expand boundary for Façade Improvement Grants to Plan boundary.
 - Offer private property assistance for flood plain studies, ADA improvements, fire protection, asbestos abatement.
 - Emphasize funding for public improvements such as sidewalks, benches, trails, streetscapes, murals, water, wastewater, and streets, wayfinding signage.
 - o Evaluate permit fee waivers/reductions; property tax abatement; sales tax rebates.
 - Work with TxDOT and KTMPO on transportation needs within the Plan boundary, balancing the need to accommodate all modes – vehicles, bikes, pedestrians – with maintaining the vitality and attractiveness of the area for commerce and living.

NOW THEREFORE, BE IT RESOLVED BY THE BELTON ECONOMIC DEVELOPMENT CORPORATION, THE BELL COUNTY COMMISSIONERS COURT, AND THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, that the Imagine Belton Plan for the City of Belton, Texas, is hereby officially adopted, as shown on Exhibit "A", attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PA ayes and Corporation.	SSED on this the _ nays at a regular meet	_ day of ting of the Belto	, 2022, by a vote of on Economic Development
PRESENTED AND PA	SSED on this the nays at a regular meetin	_ day of g of the Bell Co	, 2022, by a vote of unty Commissioners Court.
PRESENTED AND PA	SSED on this the nays at a regular meetir	_ day of ng of the City C	, 2022, by a vote of ouncil of the City of Belton,
Joe Shepperd, President Belton EDC	David Blackburn, Jude Bell County		Vayne Carpenter, Mayor City of Belton, Texas
ATTEST:			
Cynthia Hernandez, Exec Dir	Shelley Coston, Coun	ity Clerk	Amy M. Casey, City Clerk

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
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Introduction

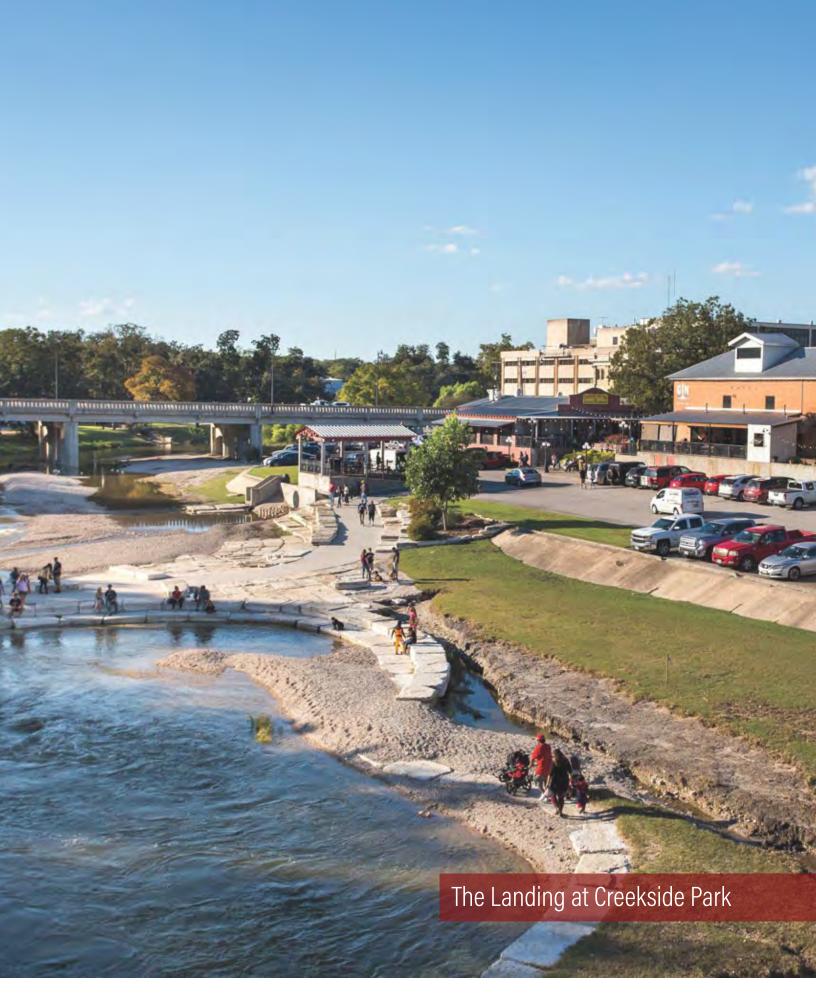
This chapter provides a background on the project, a brief history of Belton, plan goals, and a demographic snapshot of the plan area.

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.





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

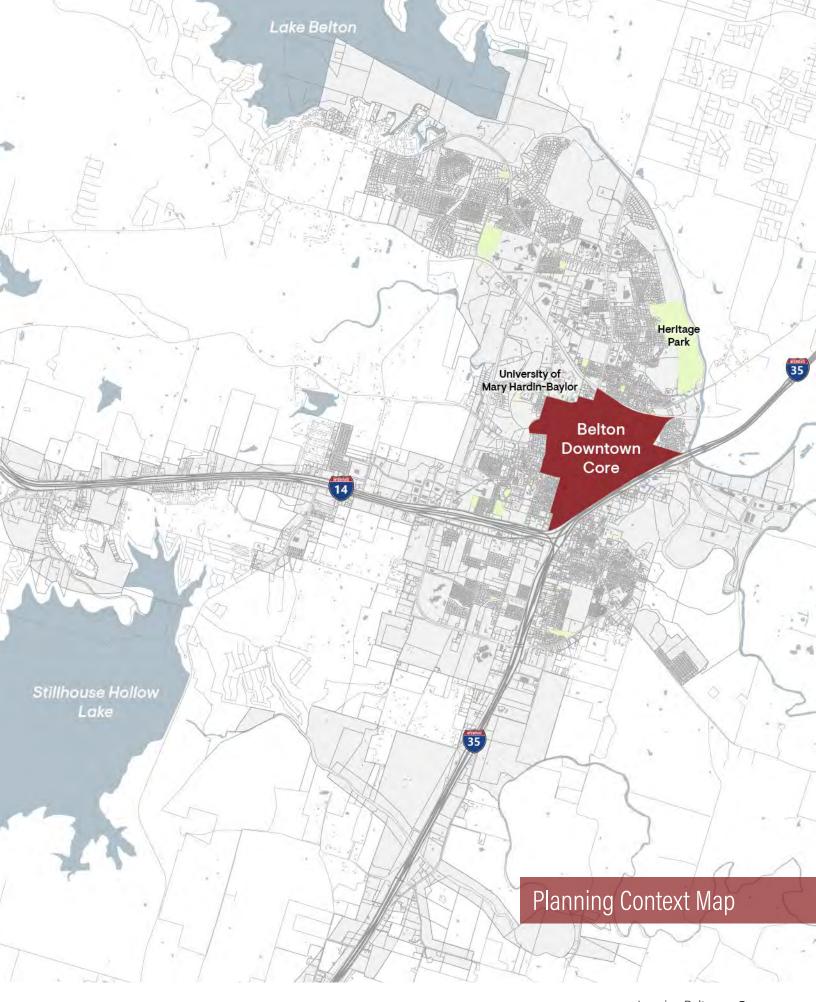
and Baylor Female College, now known as the University of Mary Hardin Baylor. By 1882, Belton contracted with M.K.T. and a depot was built a block from the courthouse. The town began to thrive and grow rapidly until 1928. Belton was hit hard by the Great Depression, but managed to recover thanks to World 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.











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



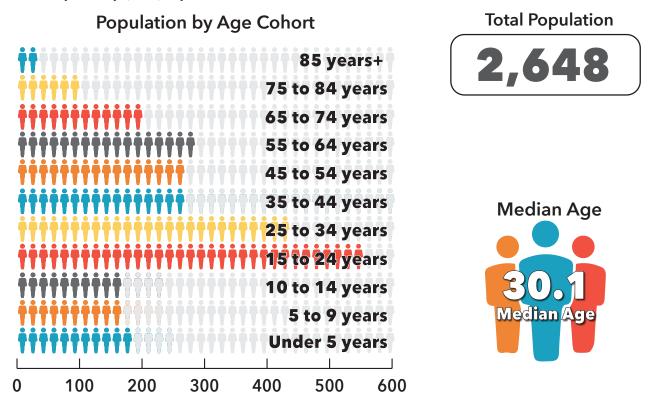
Better utilize unique characteristics of Belton, specifically Nolan Creek *Objectives:*

- 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

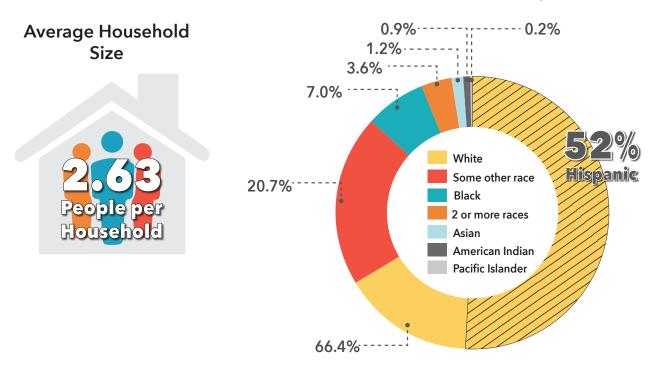


Demographics

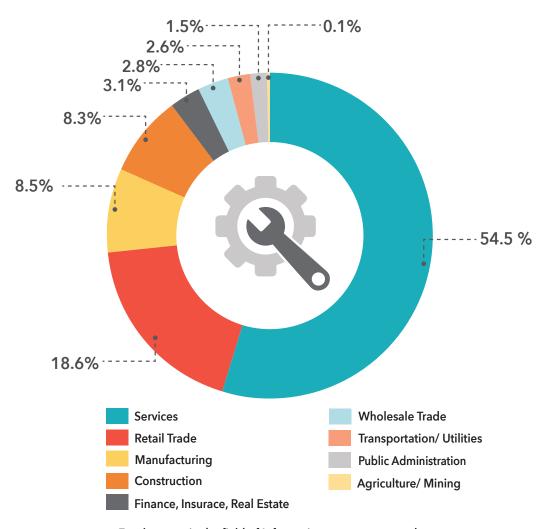
A better understanding of the local demographics helps frame the recommendations and policies for the plan area. This information is derived using Esri's Community Analyst software that aggregates multiple block groups that make up the plan area, with the base data coming from the 2015-2019 American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



Race and Ethnicity

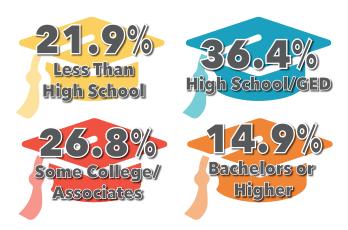


Employment of Residents by Industry

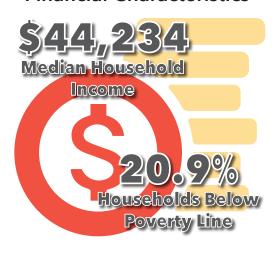


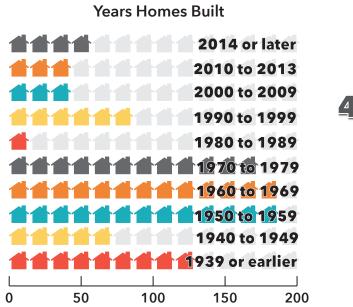
Employment in the field of Information was not reported.

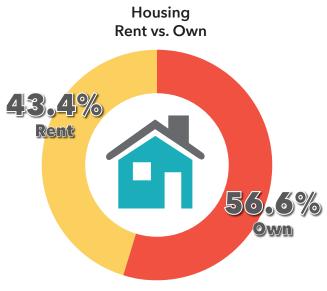
Educational Attainment

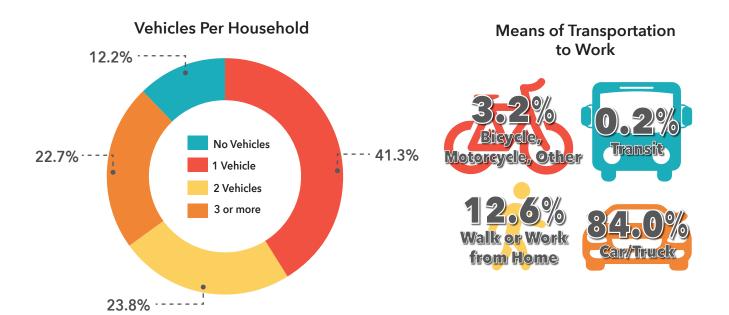


Financial Characteristics









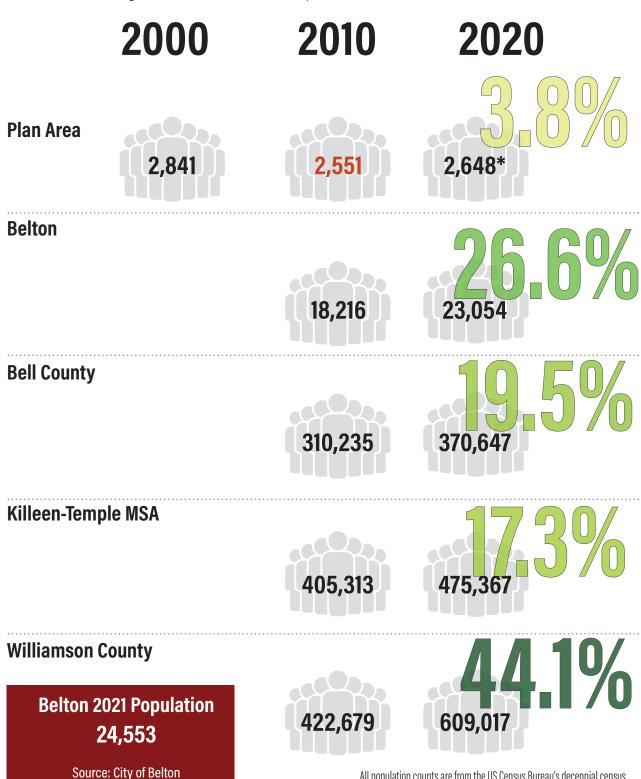
Demographic Takeaways

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% Middlebura

33.1 Median Median Household Age Income Single 2,75 People Per Family

Household

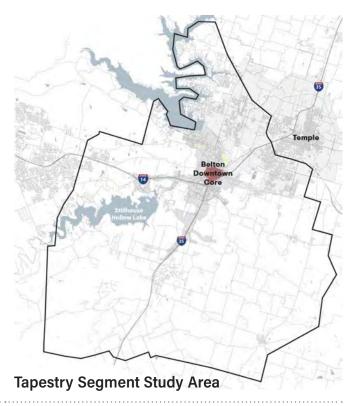
Key Characteristics

- 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

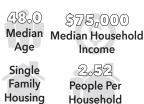
Similar Areas Nearby

Housing

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



10.3% Comfortable Empty Nesters



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



Household

Kev 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

Nacagodoches, Dickinson, La Vernia/ Seguin, Denton

10.8% Green Acres



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

\$73,000 Median Median Household Age Income Single 2,52 Family People Per Housing 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

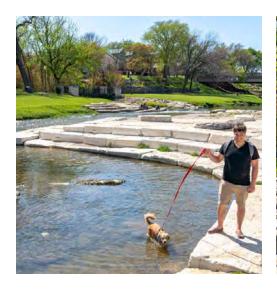
Existing Conditions and Analysis

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,

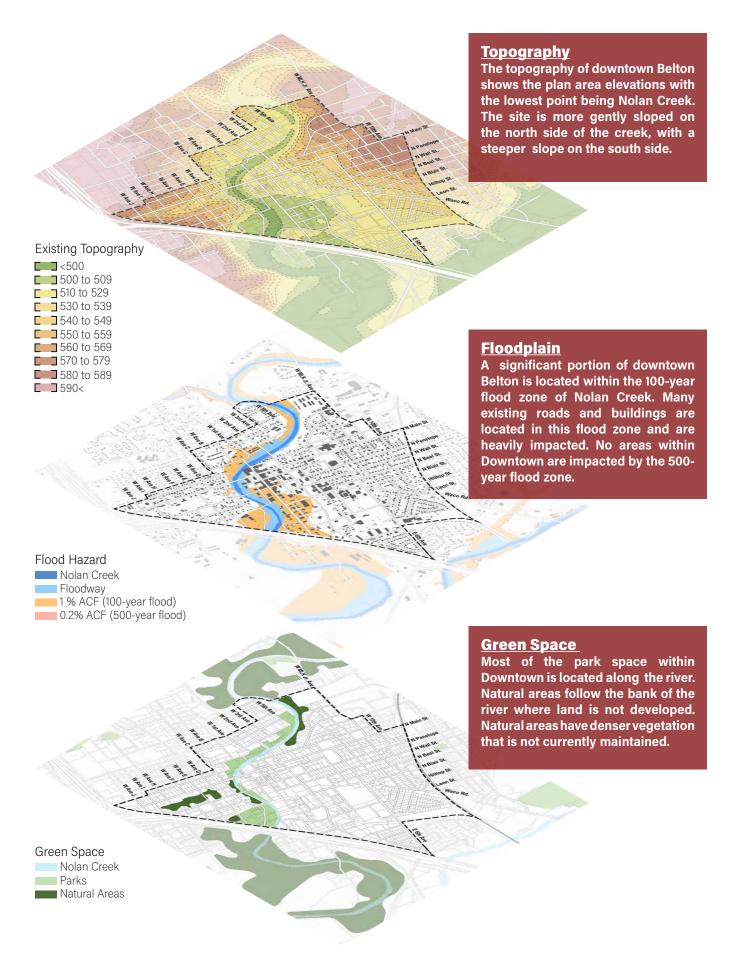
recommendations can be made to minimize flood hazard and improve the safety for Downtown users, while providing improved open space and increased development. The Nolan Creek Corridor is a unique element to the city of Belton and is loved by residents, businesses, and tourists, and should therefore be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











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

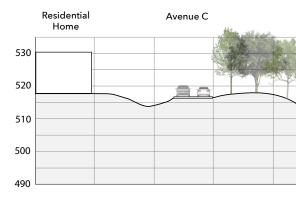
buildings. This creates a safety hazard and limits development opportunities within Downtown. The following sections study different areas within downtown and how the different flood zones may affect future development.

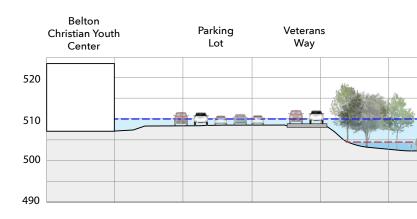
Nolan Creek Trail near the Belton Municipal Court and Yettie Polk Park provides open space along the creek that is not heavily impacted by flooding. The floodway impacts parkland only, while the 100 year flood further impacts some buildings.

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.

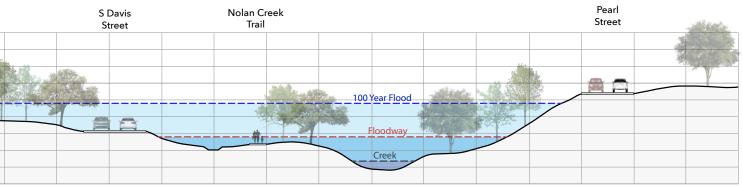
Liberty Park to Central Avenue is one of the highest impacted areas by flooding. Water will regularly cover Central Avenue as well as Flat Street. This can heavily impact development in this key gateway and retail area, making sites inaccessible and causing some inundation.



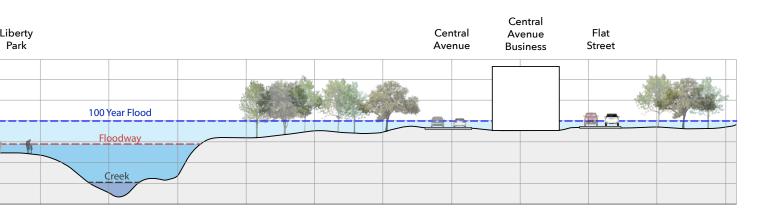






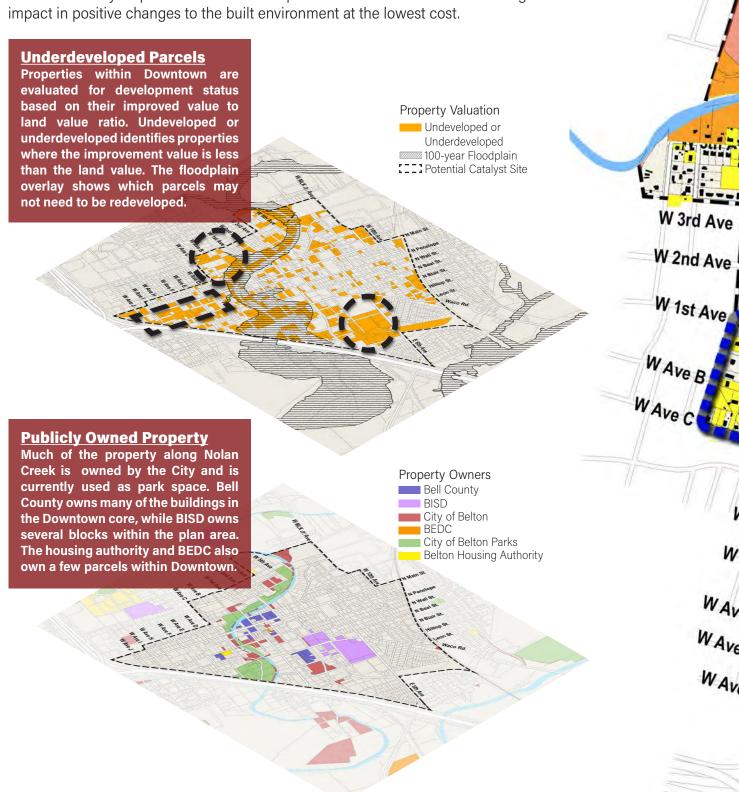




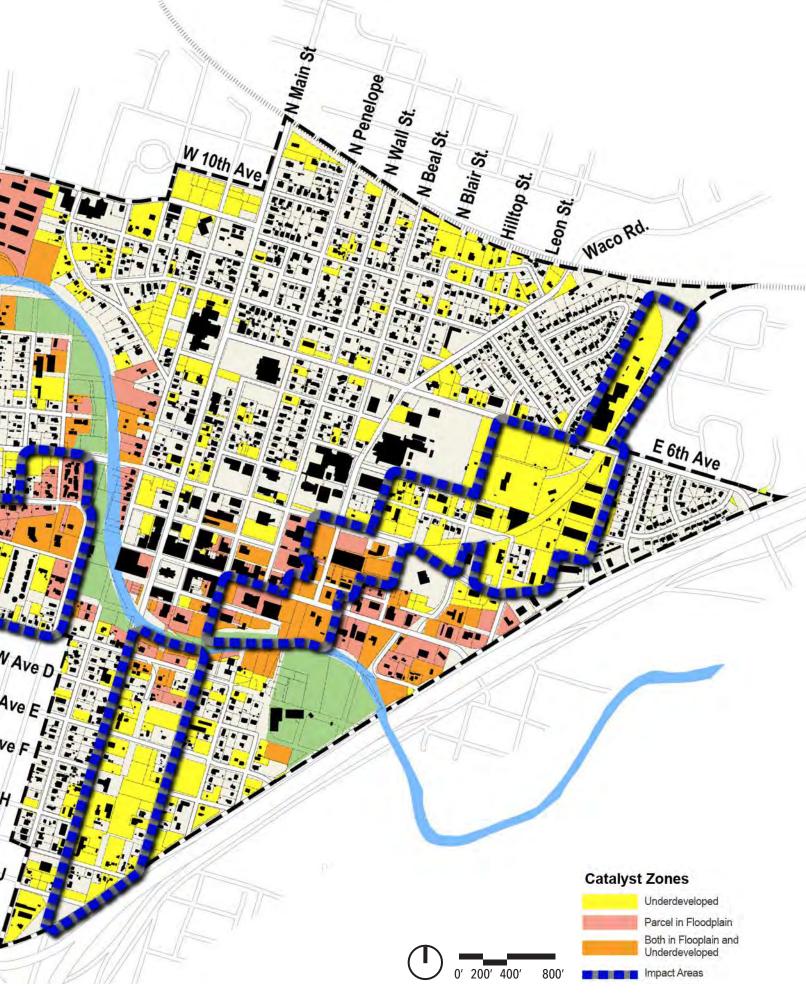


Infill Opportunities and Catalyst Sites

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.



WMLK Jr. Ave



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.

W 3rd Ave

W 1st Ave

Downtown Access

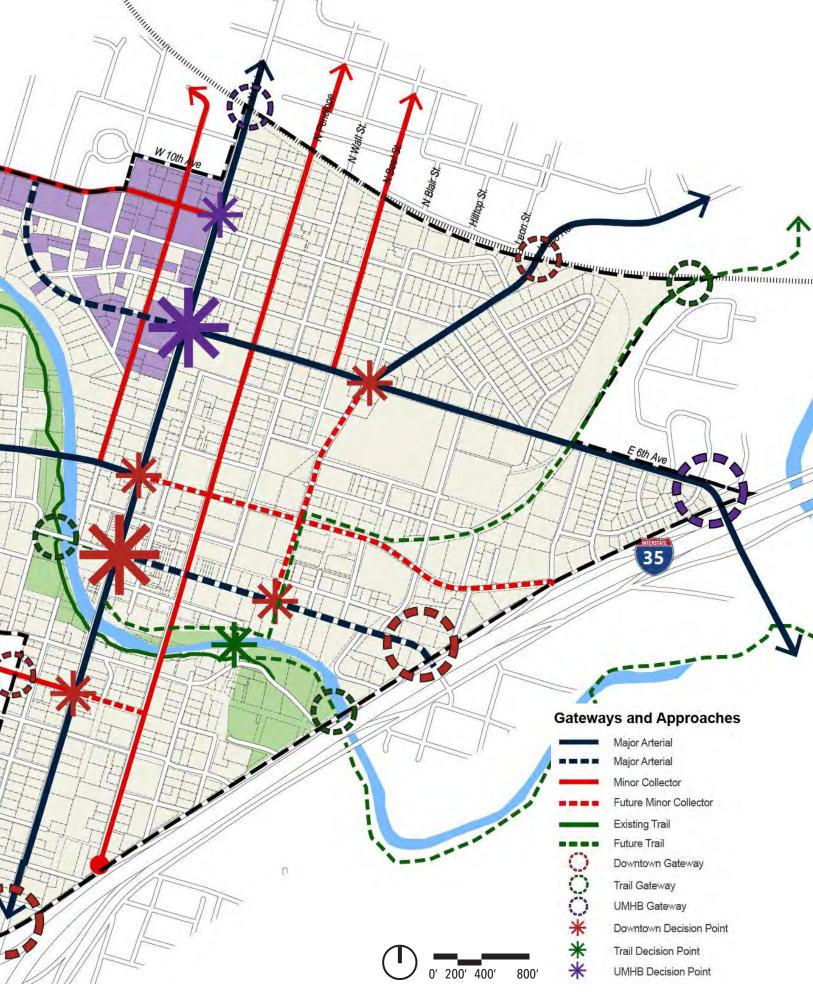
The plan area relies on the major arterials of 6th Avenue, Main Street, Waco Road, and 2nd Avenue to provide the majority of the vehicular access to the Downtown District. A connective trail also follows the south side of the creek and passes through the city parks.

Routes

Major Arterial - Future Minor Arterial Minor Collector

- Future Minor Collector

• • •Trail



South Main Street: Existing Use Character

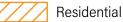
South Main is a commercial corridor that provides important access into downtown Belton. The existing character is largely auto-oriented and residential. As part of the overall composition, there is very little neighborhood commercial along South Main Street.

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.

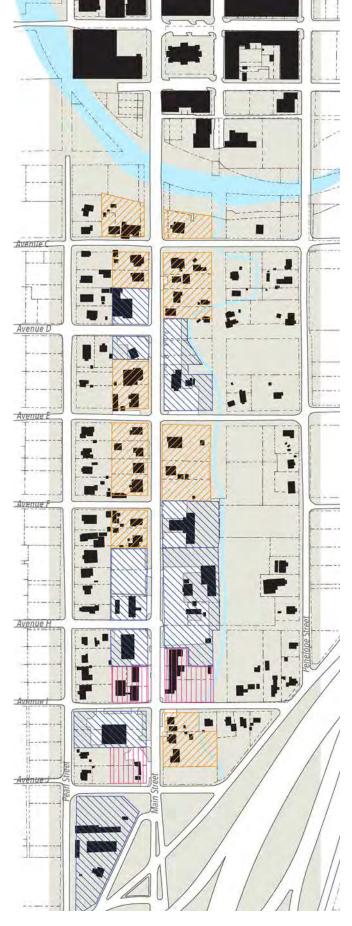
Existing Use Character





Neighborhood Commercial





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.

Ауепие С

Street Environment

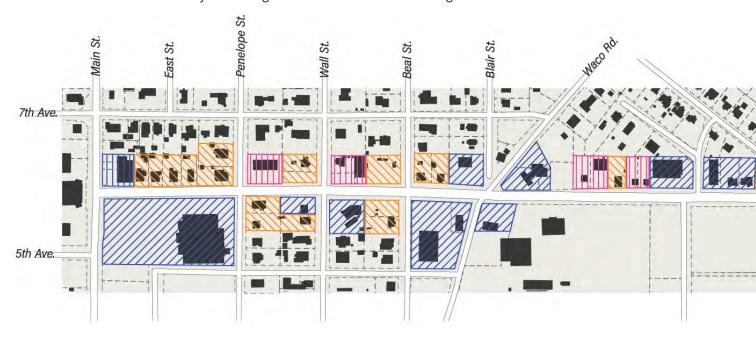


25'

100'

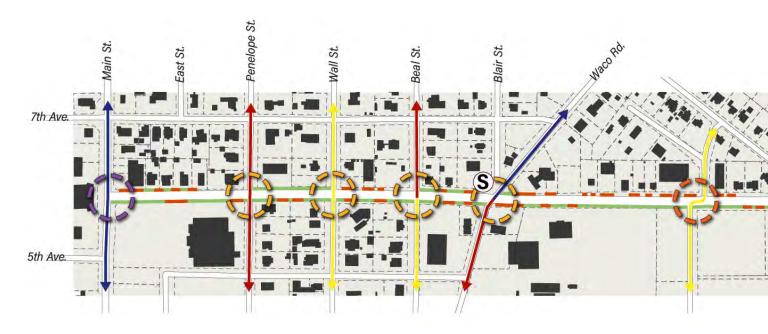
6th Street: Existing Use Character

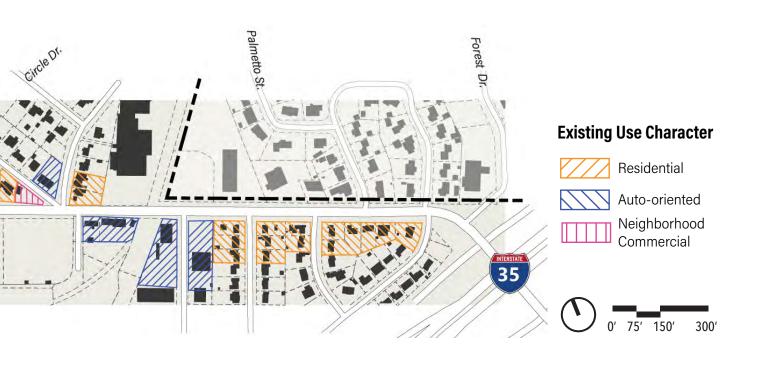
The 6th Street corridor is part of an access route to both UMHB and Downtown. This corridor is one of the major connections between Downtown and I-35. The existing character is largely auto-oriented with some residential. There is very little neighborhood commercial along this corridor.



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.







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 exists for expanded public or private programming of open space.



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.



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 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.



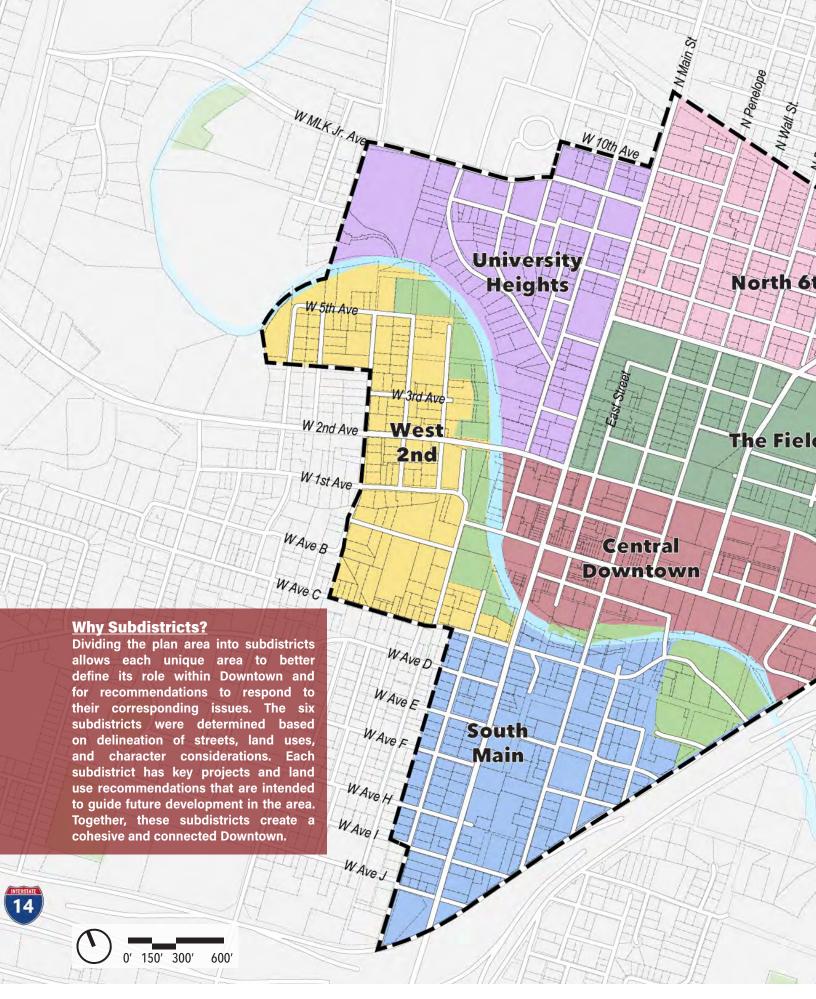
Existing Character and Street Environment

- 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.



Vision

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





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

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.





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.







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.







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.







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.



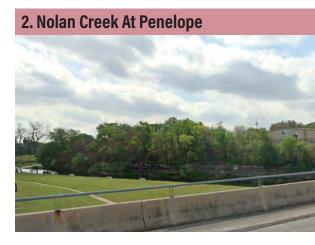
A hotel should be located along an existing or proposed trail or sidepath. This allows for hotel visitors to experience downtown on foot providing more exposure to downtown businesses.



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

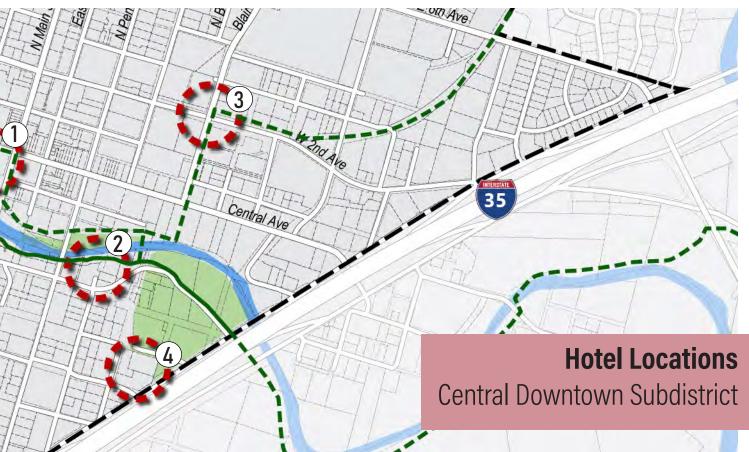
















6th Street Infill/Redevelopment

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.

Challenges

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



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 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.





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



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.



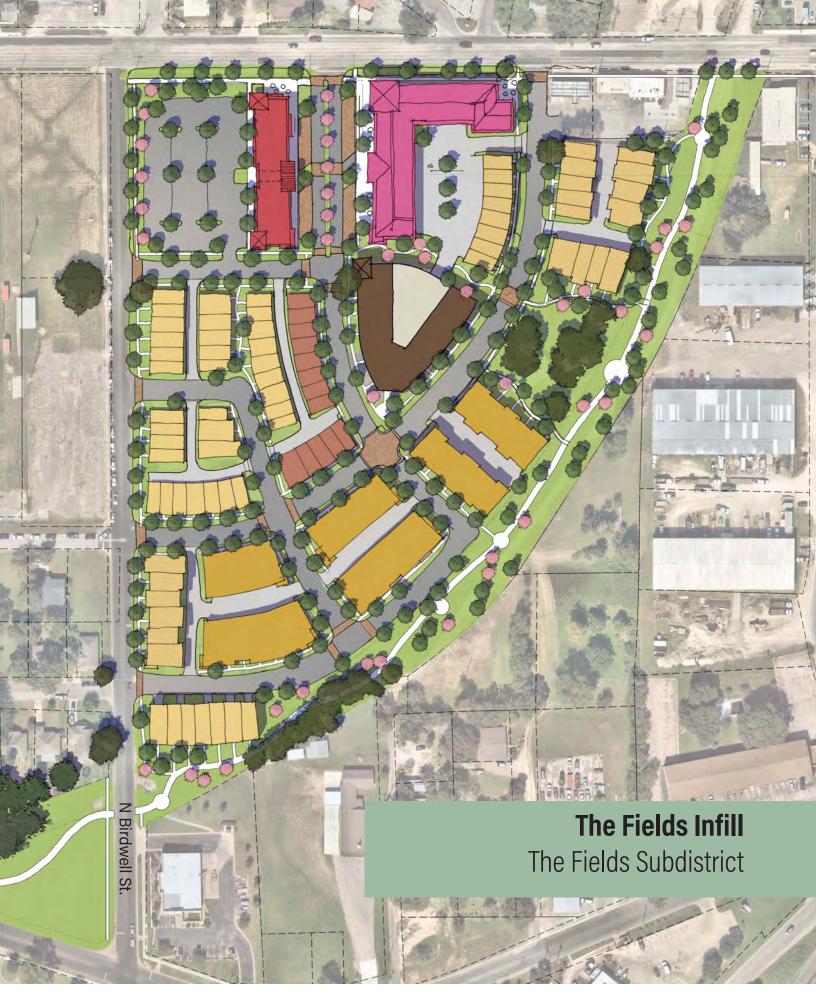
Housing is a key addition needed to add vibrancy that supports the downtown business community and expands the economic base to help with infrastructure investments.



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







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.



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



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



Housing Type Roles:

- May provide home ownership opportunities
- Housing with little maintenance
- 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



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



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.



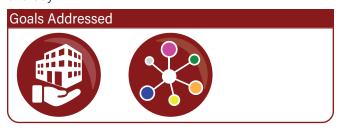
Maximize Public Investment

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.



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



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.



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.



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.





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 offstreet parking to minimize traffic congestion and clutter.















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 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.







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.

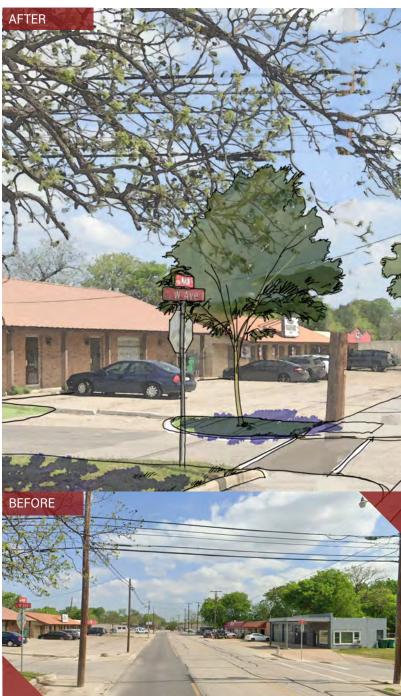


South Main Street is a corridor that can improve its appeal through investment in the streetscape and in turn improve one of the key arrival sequences into downtown.



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



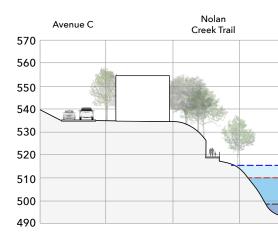
Solutions

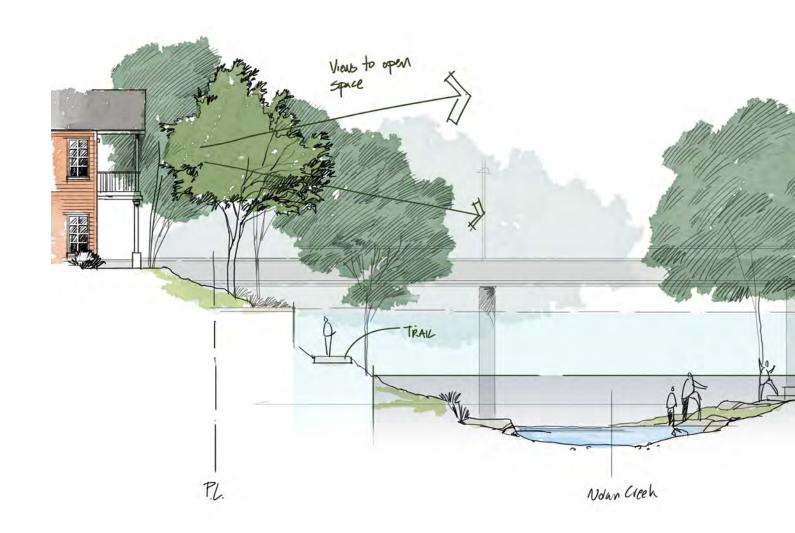
- Consolidate driveways and use cross streets to provide parking or access large parking lots in rear of property
- Maximize streetscape plantings where allowed
- Develop strategy to minimize overhead utility impact, uses of smaller ornamental trees is one proven method
- Encourage human scale addition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

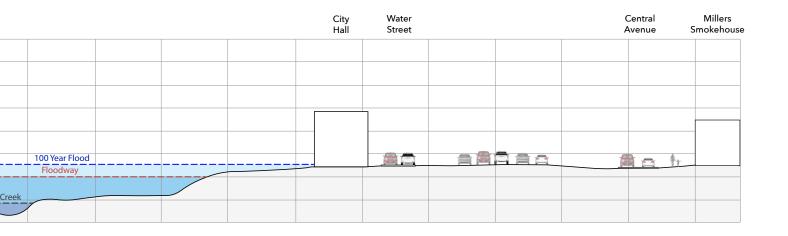


Nolan Creek Interaction

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

Floodplain

- Parking and park amenities would be appropriate
- Any structure within the floodplain needs to be able to handle flood water inundation



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 mixeduse, 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.





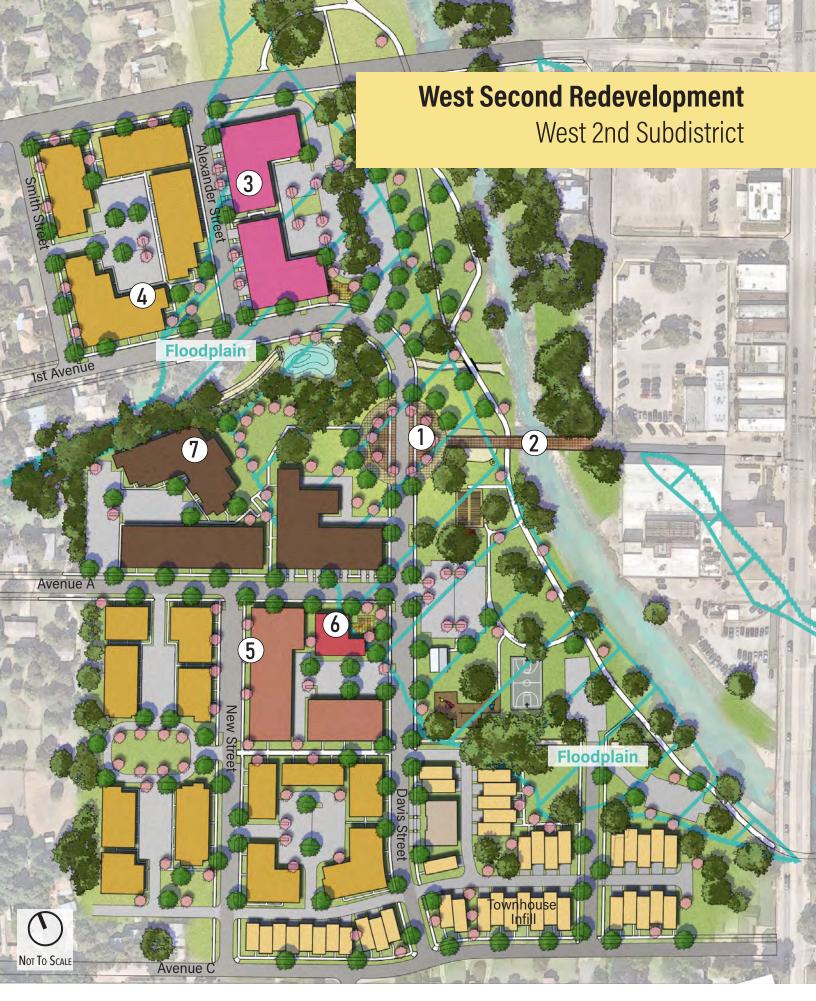












West 2nd

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.







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.







Middle Housing

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

Middle housing refers to residential unit types that 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 (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



- 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 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



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

Human Scale Design

and spaces to reflect a environment that is comfortable and inviting to people. This starts with

Human scale design focuses on catering buildings making streets comfortable and walkable, and buildings that orient to the pedestrian as opposed to the automobile.



- 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







Alleys

- 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

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





Solutions

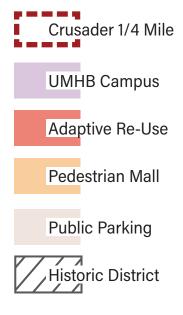
- Continue 6th Street through, allowing for UMHB traffic to make turning motion at Pearl Street
- Buildings west of Main Street should act as a threshold to signify boundary of UMHB
- Pearl Street and 6th Street roundabout creates space for a focal point entry monument

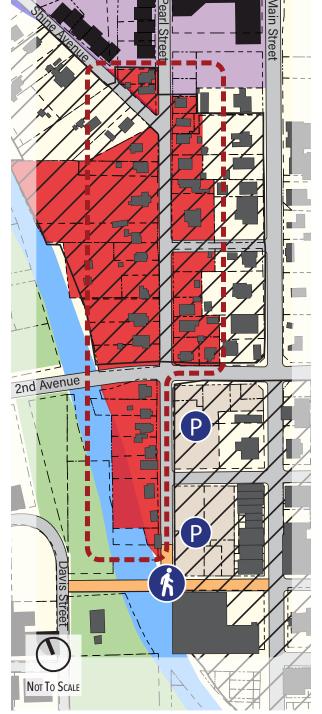


Pearl Street Corridor

The Pearl Street Corridor will be an important residential to commercial. The neighborhood feel downtown. Structures within the corridor are as commercial space through the application of but the use of the building would switch from the UMHB campus.

longterm pedestrian connection from UMHB to and scale would be preserved by maintaining a pedestrian realm where front yards are not allowed protected by the Historic District designation and to be used for parking. This long-term change to long-term uses may better serve the downtown the corridor could be marketed as something as simple as the phrase the Crusader 1/4 mile, the adaptive reuse. The structures would be preserved, approximate length of the Pearl Street to the start of







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





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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 Country 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.



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 longterm 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.



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 longterm 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 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 livework 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.

Actio	n Initiative	Goals Met	Subdistrict	Action Type	Priority	Involved Partners
1	North Bank Redevelopment 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	North Bank Flood Mitigation. 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	Main Street. 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	6th Street. 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	6th Street Infill. Encourage redevelopment to focus business along 6th Street to enhance the arrival sequence to Belton.		The Fields	Coordination	Medium	UMHB, City of Belton
8	The Fields Infill. Encourage redevelopment on th 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	6th Street Gateway. 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

Actio	n Initiative	Goals Met	Subdistrict	Action Type	Priority	Involved Partners
11	South Main/Overlook Redevelopment. 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	South Main Street. 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	West 2nd Redevelopment. 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	Central Avenue Pedestrian Boulevard. 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	North 6th Residential Infill. 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	UMHB Grand Entry. 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	Pearl Street Corridor. Encourage building reuse along the Pearl Street Corridor to create urban edge.		University Heights	Regulatory	Low	City of Belton, UMHB, Property/Business Owners

Staff Report - City Council Agenda Item



Agenda Item #13

Consider authorizing the award of small business grants funded by the American Rescue Plan Act of 2021 for Belton small businesses impacted by COVID-19 in the total amount of \$850,000.

Originating Department

Administration - Sam A. Listi, City Manager

Summary Information

On March 22, 2022, the Belton City Council adopted Resolution 2022-14-R, allocating nearly \$5.7 million for numerous purposes to address community impacts of COVID-19. Of that amount, \$850,000 was set aside for grants to support small businesses. The Council approved an Interlocal Agreement on May 10, 2022, with the Central Texas Council of Governments (CTCOG), to receive and batch the applications for City review. Our thanks to Jim Reed, Uryan Nelson, and Anna Barge for their assistance in this substantial task.

Program criteria included the following elements (see entire Grant Criteria Packet attached):

- 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;
- 6. Assistance is available for any business, including ones which received previous relief funding; and
- 7. Non-profits are eligible, but faith-based non-profits are ineligible.

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.

A 5-member Small Business Grant Committee was appointed by Mayor Carpenter to review grant applications and develop recommendations, including:

- Mayor Wayne Carpenter
- Councilmember Craig Pearson
- Councilmember John Holmes
- Chamber Board Chair Brent Burks
- Director of Finance Mike Rodgers

- CVB/Retail Coordinator Judy Garrett
- City Manager Sam Listi

There were a total of 64 applications, including for-profit firms and not-for-profit agencies. Grant eligibility required ensuring all due taxes had been paid; confirming each firm had a valid certificate of occupancy; and an understanding that proposed expenditures involved capital improvements to be done in the future, since this is a reimbursement grant. Please see <u>Grant Application Spreadsheet</u> with all applications referenced.

Following review, 55 for-profit and 4 not-for-profits met all criteria and were recommended by the Committee. Available funds allowed the Committee to recommend granting an applicant's request, up to the maximum amount of \$15,240 for agencies. Please see <u>List of Grant Recipients</u>, and the amount recommended attached, totaling \$849,970.

Following approval by Council, an award letter, terms for expenditure and reimbursement, and a commitment by the awardee to comply with grant conditions will be prepared for each grant recipient.

Recipients will have until December 31, 2023, to spend these grant funds.

Fiscal Impact

\$850,000 in ARPA funds

Recommendation

Consistent with the Small Business Grant Committee recommendation, recommend approval of allocation of grant funds as indicated in the List of Grant Recipients.

Attachments

CM Memo to Council Grant Criteria Packet Grant Application Spreadsheet List of Grant Recipients

E-MEMO



Date: June 17, 2022

To: Mayor Wayne Carpenter

Councilmember Craig Pearson Councilmember John Holmes Mike Rodgers, Dir. of Finance

Judy Garrett, CVB/Retail Coordinator

Dr. Brent Burks, Chair-Chamber of Commerce

C: Anna Barge

Uryan Nelson

From: Sam A. Listi, City Manager

RE: Small Business Grant Applicant Update

Attached is the final printout of recommended grants and grant recipients.

Summary Comments:

- Bold Republic reduced its request from \$20,000 to \$5,000 for purchase and installation of a single piece of equipment, a mini split air conditioner that will stay on site at the property. We recommend this item for funding.
- The following 7 of 8 businesses provided certificates from the Bell County Tax Appraisal District indicating payment of all taxes due:
 - o Schoepf's
 - o BeYoutiful Salon
 - Wat Tha Truck
 - o La Luncheonette
 - Water Street Waffle Co.
 - o Arusha's
 - Summer Fun Water Park
- 6th Street Antiques and Nature's Way Rainbow did not provide tax certificates and are ineligible for a grant.

- The two businesses without a proper Certificate of Occupancy were not able to comply and are ineligible for a grant the Spa at Lunaria and Confetti Rentals.
- Red's Custom Tees is ineligible due to items already purchased.
- Belton Fire Corps was deemed ineligible due to it being a City-related organization.
- 55 for-profit agencies are recommended for funding with a grant amount equaling their request up to a maximum amount of \$15,240 for a total of \$789,010.
- 4 non-profits are recommended for \$15,240 in funding each, for a total of \$60,960:
 - o Belton Area Chamber of Commerce
 - o Foster Love Bell County
 - o Children's Advocacy Center of Central Texas
 - o Belton Christian Youth Center
- Total recommended grant awards: \$849,970
- This recommendation will be presented to City Council on June 28, 2022, unless there is an objection by any Committee member.
- Following approval by Council, an award letter, terms for expenditure and reimbursement, and a commitment by the awardee to comply will be prepared for each grant recipient.

Thank you for your service on this Committee and to the City of Belton.

Grant Criteria Packet





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 with 501 (c) (3) status are eligible to apply. Faith-based non-profit organizations are not eligible.

Ineligible Businesses:

- Sexually Oriented Businesses
- Lobbying Organizations
- Tax Delinquent Businesses
- Political Organizations
- Short-Term Rental Companies

Eligible Expenses:

• Capital Expenditures

- Gambling Organizations
- Home-Based Businesses
- Food Trucks

- o Building Renovations
- o Kitchen Equipment
- o Office Furniture/Equipment

- o Environmental Remediation
- o Façade Improvements
- o 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

Direct questions to Anna Barge at 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	
Is your business physically located within the city limits of Belton? Type of Business: (ex.: retail, restaurant, spa)	YesNo
How many full-time employees does your business employ at the current Please explain any negative impacts experienced due to COVII documentation to support your answer. The documentation can be attac	D-19. Please provide any
Please explain the planned use for project funds. Please include a budget separately.	and/or itemized list attached

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 January 6, 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) provided is accurate and fully reflects the business I reproduces not entitle my business to grant funding. If funded, I to City of Belton staff as required to be reimbursed. I will reflect award.	will submit the required documentation
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.





Belton Capital Small Business Grants Frequently Asked Questions

1. Can these funds be used for payroll?

Payroll or operating expenses are not eligible reimbursements under this grant program.

2. Are non-profits eligible to apply for funds?

Yes, non-profits may apply excluding faith-based non-profits.

3. Will funds be made available in advance of purchases?

No, expenses are only reimbursed after the applicant submits a reimbursement request. Applicants should not spend any money prior to receiving notification that their application has been funded. The city will not reimburse for items purchased before the notification date.

4. Can applications be submitted in person?

Applications may be submitted in person, but the preferred method is via email to BeltonSBG@ctcog.org. Drop off in person applications at City Hall (333 Water Street), c/o Judy Garrett.

5. Is there a deadline for purchasing items or completing construction projects?

All expenditures must be incurred by December 29, 2023.

6. I applied for a former Belton Small Business Grant. Can I submit the same application as before?

No, applicants must submit a new application. The new grant has different criteria than previous grants.

7. My business has a Belton zip code but is not in the Belton city limits, is it still eligible?

Only businesses located within the Belton city limits are eligible for the grant program. Businesses in the Belton ETJ are ineligible. To determine if a business is in the Belton city limits, <u>visit this website</u>.

8. What are examples of items for which the grant funds can be used?

Examples of eligible expenses include but are not limited to, kitchen equipment, building renovations, office furniture/equipment, environmental remediation, and façade improvements. Funds cannot be used for inventory since this is considered an operating expense.

9. What is the minimum and maximum amount of funds available for a single business?

The minimum amount of grant funds that can be requested is \$5,000 and the maximum is \$20,000.

10. When is the grant application deadline?

Grant applications must be submitted by 5 p.m., June 3, 2022.

11. Who do I contact if I have questions?

Contact Anna Barge by email at Anna.Barge@ctcog.org or phone at 254-346-0308.

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

Grant Application Spreadsheet

Applicant Number	Date Received	Time Received-CST	Name of Business	Address	Proposed Expenses (categories)	Requested Amount At/Below \$20,000	Recommended Grant Amount	Previous Grant Recipient	Notes
1	5/11/2022	12:02PM	Bold Republic Brewery Company	206 N. Penelope St.	Kitchen Equipment	\$5,000	\$5,000	Yes	
2	5/11/2022	3:04PM	Schoepf's BBQ	702 East Central Ave.	Kitchen Equipment	\$20,000	\$15,240	Yes	
	5/12/2022	3:51PM	Woodhouse Day Spa	110 N. Main St.	Misc Massage Equipment	\$20,000	\$15,240	Yes	
	5/12/2022	4:19PM	McKinney Tax Solutions	2805 N. Loop 121	Office equipment & renovations	\$20,000	\$15,240	N	
	5/13/2022	4:00pm	Dead Fish Grill	2207 Lake Rd	Construction (Adding Restrooms)	\$20,000	\$15,240	Yes	
	5/13/2022	4:13PM	BeYoutiful Salon	108 N. Main St.	Computer system, Equipment	\$20,000	\$15,240	Yes	
7	5/15/2022	4:17PM	The Beltonian Theatre	219 E. Central Ave	Sound system	\$20,000	\$15,240	Yes	
00	5/15/2022	10:17PM	Brynn Oaks Bed and Breakfast	410 N. Main St	Plumbing, facade	\$8,951	\$8,951	No	
6	5/16/2022	12:35PM	The Belton Journal	210 N. Penelope St.	Computer equipment & cameras	\$11,362	\$11,362	Yes	
10	5/16/2022	4:37PM	CT Mart	601 N. Main St.	Kitchen Equipment, Renovations	\$17,500	\$15,240	Yes	
11	5/17/2022	1:07PM	Luigi's Dining Italian	2805 N. Loop 121	Kitchen Equipment, Renovations	\$20,000	\$15,240	Yes	
12	5/17/2022	1:08PM	Napoli's	112 E. Central Ave	Kitchen Equipment, Renovations	\$20,000	\$15,240	Yes	
13	5/18/2022	2:53pm	Presley Design Studio	503 N. Wall St.	Building Renovations	\$20,000	\$15,240	N O	
14	5/18/2022	3:14pm	Water Shack Store	2437 N. Main St	Equipment	\$7,278	\$7,278	N O	
15	5/23/2022	3:32pm	Quality Tire & Auto Service	504 E. Central Ave	Building Renovations, HVAC Updates	\$19,730	\$15,240	Yes	
16	5/24/2022	8:30am	Trophies Etc. & Custom Signs	2304 N. Main St	Business equipment, office equipment	\$16,307	\$15,240	Yes	
17	5/24/2022	2:47pm	Grand Avenue Theater	2809 Oakmark Dr	Update POS, parking lot	\$20,000	\$15,240	Yes	
18	5/24/2022	4:27pm	That Art Place	108 Lake Rd	Business equipment and furniture	\$19,976	\$15,240	Yes	
19	5/25/2022	11:13am	IDIS Corp	1306 N. Main St.	Renovations, New Equipment	\$20,000	\$15,240	Yes	
20	5/26/2022	4:59pm	Shear Bliss	514 N. Wall St.	Renovations, New Equipment & Furniture	\$20,000	\$15,240	N O	

4.000																				
Notes																				
Previous Grant Recipient	Yes	Yes	Yes	O N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	o N	Yes	Yes	Yes
Recommended Previous Grant Grant Amount Recipient	\$15,240	\$15,240	\$15,240	\$15,240	\$15,240	\$15,240	\$15,240	\$15,240	\$15,240	\$15,240	\$8,673	\$15,240	\$15,240	\$15,240	\$15,240	\$15,240	\$15,000	\$15,240	\$15,240	\$15,240
Requested Amount At/Below \$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$18,700	\$20,000	\$20,000	\$8,673	\$20,000	\$20,000	\$20,000	\$20,000	\$19,490	\$15,000	\$20,000	\$17,880	\$20,000
Proposed Expenses (categories)	Renovations	Gym Equipment	HVAC, Office Equipment	New POS, Kitchen & Dining room equipment	Facade Improvements	Facade Improvements	Parking Lot, Renovations to Rooms	Office equipment & renovations, HVAC	Kitchen equipment, outdoor furniture, renovations	Renovations, new sign, parking lot	New Equipment	Renovations, Furniture, Office Equipment	Renovations, HVAC, LED Lighting	Renovations, Ice Machine	Kitchen Equipment, Renovations	Kitchen Equipment	Kitchen Equipment, Construction Expansions	Kitchen Build-out, Facade	Lighting, Outdoor signage, equipment	"Repairs & Bills"
Address	229 W. Loop 121	1272 South Wheat Rd	511 Lake Rd	127 Lake Rd	121 N. East St. Ste B	121 N. East St. Ste A	1414 E. 6th Ave	210 N. Pearl St.	210 S. Davis	820 S. Main St	500 River Fair Blvd	115 N. East St	301 N. Penelope	1805 N. Main St	600 Forest Dr Ste B	204 N. Penelope Ste B	107 Water St.	100 N. Main St	2419N Main St	1520 S. I-35
Name of Business	La Quinta Inn & Suites	Sprag Performance Lab (Crossfit Sprag)	Just Fitness 24/7	Jneely's Burrito Bar	My Giving Tree	Imeraki	River Forest Inn	Platinum Tax Advisory	Wat Tha Truck Burger Shack	Finney Insurance Group	The Salon at Stoney Brook	Tirzah	Pittman's Cleaners	Spin Zone Coin Laundry	Subway (Wynworx)	La Luncheonette	Water Street Waffle Company	Main Street Bridal	Alter Salon	Budget Host Inn
Time Received-CST	1:47pm	2:02pm	3:56pm	3:56pm	8:05am	8:06am	8:14am	7:20am	10:47am	3:21pm	8:21pm	9:06pm	10:15am	12:02pm	1:09pm	2:48pm	3:00pm	3:19pm	4:03pm	4:17pm
Date Received	5/27/2022	5/27/2022	5/27/2022	5/27/2022	5/31/2022	5/31/2022	5/31/2022	6/1/2022	6/1/2022	6/1/2022	6/1/2022	6/1/2022	6/2/2022	6/2/2022	6/2/2022	6/2/2022	6/2/2022	6/2/2022	6/2/2022	6/2/2022
Applicant Number	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40

Notes																
revious Grant Recipient	Yes	Yes	Yes	O _N	Yes	Yes	No	No	ON	o Z	Yes	No	No	Yes	O O	
Recommended Previous Grant Grant Amount Recipient	\$15,240	\$15,240	\$14,995	\$15,240	\$12,000	\$15,240	\$13,250	\$15,240	\$15,240	\$15,240	\$6,701	\$15,240	\$15,240	\$15,240	\$15,240	\$789,010
Requested Amount At/Below \$20,000	\$20,000	\$20,000	\$14,995	\$20,000	\$12,000	\$20,000	\$13,250	\$20,000	\$20,000	\$20,000	\$6,701	\$20,000	\$20,000	\$20,000	\$20,000	\$992,792
Proposed Expenses (categories)	New Awnings	HVAC, Renovate 2nd Floor	Interior Remodeling, Kitchen Equipment, New embroidery equipment	Kitchen equipment, dining room equipment, parking lot updates	New sign, new equipment	Equipment, Renovations, Furniture	Renovations (new water fountains, cubby area, restrooms)	Office Equipment	Sucirty System, Kitcen Equipment, Video Equipment, Furniture, Misc Equipment	Lighting, Office Equipment, Kitchen Equipment, Window Screens	Office Furniture, Updating Building	Kitchen Equipment	Office Equipment for therapy	Lockers, Renovations	Windows & gutters	Total For Profit Eligible Applicants
Address	221 E. Central Ave	216 E. Central Ave	2304 N. Main St	2608 M. Main St	118 E. 6th Ave	126 N. East St	907 E 13th Ave	108 E. Central Ave	104 E. Central Ave	308 W. Loop 121	202 E. 1st Ave	219 S. East St.	3011 N. Main St. Ste B	1410 Waco Rd	et 1225 N. Main St	
Name of Business	Cochran Blair & Potts	Exchange on Central	1st Place Awards and Gifts	Mosaic Grill	Kutula Hair Salon	Arushas	Powerhouse Cheer and Fitness	Quik Release Bail Bonding	The Hole in the Wall	Expo Quik Stop	Picasa Design Inc	The Gin at Nolan Creek	A&L Solutions	Summer Fun Water Park	Wilbea Medical Equipment & Main Street 1225 N. Main St Medical Supply	
Time Received-CST	5:37pm	8:35pm	9:53pm	11:11pm	9:04am	12:00pm	1:18pm	2:19pm	2:19pm	3:19pm	3:32pm	3:32pm	3:37pm	4:35pm	4:44pm	
Date Received	6/2/2022	6/2/2022	6/2/2022	6/2/2022	6/3/2022	6/3/2022	6/3/2022	6/3/2022	6/3/2022	6/3/2022	6/3/2022	6/3/2022	6/3/2022	6/3/2022	6/3/2022	
Applicant Number	41	42	43	44	45	46	47	48	49	20	51	52	23	54	55	

Number	Number Date Received	Time Received-CST	Name of Business	Address	Proposed Expenses (categories)	At/Below \$20,000	Grant Amount Recipient	Recipient	Notes
Potentially	Potentially Ineligible Applicants	ş							
09	6/1/2022	2:15pm	6th Street Antiques & Nature's Way Rainbow	208 E 6th Ave	Water Line, A/C, Repairs, Taxes	\$13,724	\$0) Yes	Delinquent Taxes
61	5/31/2022	12:49pm	Red's Custom Tees	105 Greenbriar	Screen Printing Press	095'6\$	\$0) Yes	Already Purchased Items
62	6/2/2022	11:32am	The Spa at Lunaria	113 E 9th Ave	Sauna, Service Tables, Shelves, Sound System	\$8,681	0\$	ON O	No Certificate of Occupancy
63	6/7/2022	8:47am	Confetti Rentals	2802 Capital Way	Parking Lot, Retention Pond	\$14,696	\$0	ON (No Certificate of Occupancy
					Total For Profit Ineligible Applicants ====================================	\$46,661	\$0		

List of Grant Recipients

Name of Business	Address	Proposed Expenses (categories)	Approved Grant Amount
Bold Republic Brewery Company	206 N. Penelope St.	Kitchen Equipment	\$5,000
Schoepf's BBQ	702 East Central Ave.	Kitchen Equipment	\$15,240
Woodhouse Day Spa	110 N. Main St.	Misc Massage Equipment	\$15,240
McKinney Tax Solutions	2805 N. Loop 121	Office equipment & renovations	\$15,240
Dead Fish Grill	2207 Lake Rd	Construction (Adding Restrooms)	\$15,240
BeYoutiful Salon	108 N. Main St.	Computer system, Equipment	\$15,240
The Beltonian Theatre	219 E. Central Ave	Sound system	\$15,240
Brynn Oaks Bed and Breakfast	410 N. Main St	Plumbing, facade	\$8,951
The Belton Journal	210 N. Penelope St.	Computer equipment & cameras	\$11,362
CT Mart	601 N. Main St.	Kitchen Equipment, Renovations	\$15,240
Luigi's Dining Italian	2805 N. Loop 121	Kitchen Equipment, Renovations	\$15,240
Napoli's	112 E. Central Ave	Kitchen Equipment, Renovations	\$15,240
Presley Design Studio	503 N. Wall St.	Building Renovations	\$15,240
Water Shack Store	2437 N. Main St	Equipment	\$7,278
Quality Tire & Auto Service	504 E. Central Ave	Building Renovations, HVAC Updates	\$15,240
Trophies Etc. & Custom Signs	2304 N. Main St	Business equipment, office equipment	\$15,240
Grand Avenue Theater	2809 Oakmark Dr	Update POS, parking lot	\$15,240
That Art Place	108 Lake Rd	Business equipment and furniture	\$15,240
IDIS Corp	1306 N. Main St.	Renovations, New Equipment	\$15,240
Shear Bliss	514 N. Wall St.	Renovations, New Equipment & Furniture	\$15,240
La Quinta Inn & Suites	229 W. Loop 121	Renovations	\$15,240
Sprag Performance Lab (Crossfit Sprag)	1272 South Wheat Rd	Gym Equipment	\$15,240
Just Fitness 24/7	511 Lake Rd	HVAC, Office Equipment	\$15,240
Jneely's Burrito Bar	127 Lake Rd	New POS, Kitchen & Dining room equipment	\$15,240
My Giving Tree	121 N. East St. Ste B	Facade Improvements	\$15,240
Imeraki	121 N. East St. Ste A	Facade Improvements	\$15,240

Name of Business	Address	Proposed Expenses (categories)	Approved Grant Amount
River Forest Inn	1414 E. 6th Ave	Parking Lot, Renovations to Rooms	\$15,240
Platinum Tax Advisory	210 N. Pearl St.	Office equipment & renovations, HVAC	\$15,240
Wat Tha Truck Burger Shack	210 S. Davis	Kitchen equipment, outdoor furniture, renovations	\$15,240
Finney Insurance Group	820 S. Main St	Renovations, new sign, parking lot	\$15,240
The Salon at Stoney Brook	500 River Fair Blvd	New Equipment	\$8,673
Tirzah	115 N. East St	Renovations, Furniture, Office Equipment	\$15,240
Pittman's Cleaners	301 N. Penelope	Renovations, HVAC, LED Lighting	\$15,240
Spin Zone Coin Laundry	1805 N. Main St	Renovations, Ice Machine	\$15,240
Subway (Wynworx)	600 Forest Dr Ste B	Kitchen Equipment, Renovations	\$15,240
La Luncheonette	204 N. Penelope Ste B	Kitchen Equipment	\$15,240
Water Street Waffle Company	107 Water St.	Kitchen Equipment, Construction Expansions	\$15,000
Main Street Bridal	100 N. Main St	Kitchen Build-out, Facade	\$15,240
Alter Salon	2419N Main St	Lighting, Outdoor signage, equipment	\$15,240
Budget Host Inn	1520 S. I-35	"Repairs & Bills"	\$15,240
Cochran Blair & Potts	221 E. Central Ave	New Awnings	\$15,240
Exchange on Central	216 E. Central Ave	HVAC, Renovate 2nd Floor	\$15,240
1st Place Awards and Gifts	2304 N. Main St	Interior Remodeling, Kitchen Equipment, New embroidery equipment	\$14,995
Mosaic Grill	2608 M. Main St	Kitchen equipment, dining room equipment, parking lot updates	\$15,240
Kutula Hair Salon	118 E. 6th Ave	New sign, new equipment	\$12,000
Arushas	126 N. East St	Equipment, Renovations, Furniture	\$15,240
Powerhouse Cheer and Fitness	907 E 13th Ave	Renovations (new water fountains, cubby area, restrooms)	\$13,250
Quik Release Bail Bonding	108 E. Central Ave	Office Equipment	\$15,240
The Hole in the Wall	104 E. Central Ave	Sucirty System, Kitcen Equipment, Video Equipment, Furniture, Misc Equipment	\$15,240
Expo Quik Stop	308 W. Loop 121	Lighting, Office Equipment, Kitchen Equipment, Window Screens	\$15,240
Picasa Design Inc	202 E. 1st Ave	Office Furniture, Updating Building	\$6,701
The Gin at Nolan Creek	219 S. East St.	Kitchen Equipment	\$15,240

Name of Business	Address	Proposed Expenses (categories)	Approved Grant Amount
A&L Solutions	3011 N. Main St. Ste B	Office Equipment for therapy	\$15,240
Summer Fun Water Park	1410 Waco Rd	Lockers, Renovations	\$15,240
Wilbea Medical Equipment & Main Street Medical Supply	1225 N. Main St	Windows & gutters	\$15,240
		Total For Profit Eligible Applicants	\$789,010

Name of Business	Address	Proposed Expenses (categories)	Approved Grant Amount
Belton Chamber of Commerce	412 E. Central	Furniture, Technology updates, lighting	\$15,240
Foster Love Bell County	1003 N. Main St	HVAC	\$15,240
Children's Advocacy Center of Central Texas	402 N. Main St	Lobby Renovation for safety of clients	\$15,240
Belton Christian Youth Center	505 E. Ave C	HVAC, bathroom updates, painting	\$15,240
		Total Non Profit Eligible Applicants	\$60,960
		Total of All Eligible Requests	\$849,970

Staff Report – City Council Agenda Item



Agenda Item #14

Consider and take action on authorizing the BEDC Executive Director to execute a contract for the sale of 19.23 acres in the Belton Business Park to Tradition Land, LLC.

Originating Department

Belton Economic Development Corporation – Cynthia Hernandez, Executive Director

Summary Information

The Belton Economic Development Corporation has been working with Tradition Land, LLC for a light industrial speculative development in the Belton Business Park. Given the limited inventory in Belton, this project will serve to facilitate business relocations and/or expansions into Belton. In April, the BEDC Board of Directors approved an LOI for the sale of property to facilitate the development. Accordingly, a contract was presented to the Board in June from Tradition Land, LLC, to purchase 19.23 acres in the Belton Business Park. The offer of \$1,114,384 was made for the 16.4-acre tract south of Digby Drive and 2.8 acres on IH-14.

The terms of the contract provide for a 90-day inspection period with the option to extend, up to two times, at a fee of \$25,000 per extension. The extensions are limited to 30 days each. Extension fees will be applied at the closing and are non-refundable. Survey and platting cost will be shared, as will be the closing costs. BEDC will be responsible for 3% of the commission.

Upon the sale of property, the 16 acres will remain light industrial, and the 2.8 acre will need to be rezoned to LI. As per the repurchase clause, the developer will begin construction on no less than 100,000 sf building within 24 months from the sale of property. The development will be 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 Wednesday, June 15, 2022, and unanimously approved the contract for the sale of property to Tradition Land, LLC. Staff recommends the approval of the contract as presented.

Fiscal Impact

The sale of property will generate an estimated at \$1,114,384 in revenues. BEDC's obligation for the commission is 3% of sales at \$33,431.52.

Amount: \$1,114,384
Budgeted: Yes No
If not budgeted: ☐ Budget Transfer ☐ Contingency ☒ Amendment Needed ☐ Capital Project Funds
<u>Recommendation</u>
The BEDC Board and staff recommend City Council approval authorizing the BEDC Executive Director to execute a contract for the sale of 19.23 acres on Digby Drive to Tradition Land, LLC.
Attachments Contract for Sale of Property
City Council Agenda Item June 28, 2022 Page 2 of 2

PURCHASE AND SALE AGREEMENT

BETWEEN

[BELTON ECONOMIC DEVELOPMENT CORPORATION] AS SELLER

AND

TRADITION LAND, LLC AS PURCHASER

DATED ______, 2022

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "<u>Agreement</u>") is made and entered into by and between Seller and Purchaser.

RECITALS:

- A. Defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.
- B. Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1 BASIC INFORMATION

Section 1.1 <u>Certain Basic Terms</u>. The following defined terms shall have the meanings set forth below:

(a) Seller: [BELTON ECONOMIC DEVELOPMENT

CORPORATION]

(b) <u>Purchaser</u>: TRADITION LAND, LLC

(c) <u>Purchase Price</u>: Estimated to be \$914,384, based on a total of (i) \$1.00

per square foot based on the Survey of the

approximately 16.4 acre tract, *plus* (ii) an additional \$200,000 with respect to the 2.833 Acres located on the

IH 14 frontage road.

(d) Earnest Money: \$100,000.00, together with the Inspection Period

Extension Fee(s) (if applicable) and interest thereon, to be

deposited in accordance with <u>Section 3.1</u> hereof.

(e) <u>Title Company</u>: Monteith Abstract & Title Company, Inc.

2500 Bacon Ranch Road Killeen, Texas 76542 Attn.: Ty Hendrick

Telephone No.: 214-542-6100

E-mail: <u>Ty.Hendrick@monteithtitle.com</u>

(f) <u>Escrow Agent</u>: Title Company

(g) <u>Effective Date</u>: The date on which (i) this Agreement is executed by the

latter to sign of Purchaser or Seller, as indicated on the signature page of this Agreement and (ii) the Title Company acknowledges receipt of the initial deposit of

Earnest Money and delivers its executed joinder page to this Agreement to both Seller and Purchaser.

(h) <u>Execution Date</u>: The date on which this Agreement is executed by the

latter to sign of Purchaser or Seller, as indicated on the

signature page of this Agreement.

(i) <u>Information Delivery Date</u>: The date which is five (5) days after the Effective Date.

(j) <u>Title Commitment Delivery</u> The date which is ten (10) days after the Execution Date.

Date:

(k) <u>Title and Survey Review</u> Period:

The period ending on the expiration of the Inspection

Period.

(l) <u>Inspection Period</u>: The period beginning on the Effective Date and ending on

the date which is ninety (90) days after the Effective Date[, subject to extension as provided in Section 4.4].

(m) <u>Closing Date</u>: The date which is the latest of (i) thirty (30) days after the

Inspection Period (as the same may be extended), (ii) the date that is three business days after the date that at all of the Conditions to Closing have been satisfied and (iii) September 8, 2022 (the "Outside Closing Date"). Notwithstanding the preceding, Purchaser shall the have the right to require the Closing Date to occur on or before September 8, 2022, by delivering written notice to Seller

on or before September 1, 2022.

(n)

(o) <u>Intended Use</u>: The development, construction and operation of an

industrial warehouse facility on the Property.

Section 1.2 <u>Closing Costs</u>. Closing costs shall be allocated and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment required to be delivered pursuant to Section 5.1	Purchaser
Premium for extended coverage Title Policy required to be delivered pursuant to	Purchaser
Section 5.4	
Premium for any upgrade of Title Policy for any other additional endorsements desired	Purchaser
by Purchaser	
Any inspection fee charged by the Title Company, tax certificates, municipal and	Purchaser: 1/2
utility lien certificates, and any other Title Company charges	Seller: ½
Costs of Survey and/or any revisions, modifications or recertifications thereto	Purchaser: 1/2
	Seller: ½
Recording fees	Seller
Any escrow fee charged by Escrow Agent for holding the Earnest Money or	Purchaser: 1/2
conducting the Closing	Seller: ½
Real Estate Sales Commission to Broker	Seller
All other closing costs, expenses, charges and fees	The party incurring the
	same

Section 1.3 Notice Addresses:

Seller: Purchaser: Belton Economic Development Corporation Tradition Land, LLC 415 E. Central Ave., Suite B 7701 Lemmon Ave., Suite 220 Belton, TX 76513 Dallas, TX 75209 Attention: Cynthia Hernandez Attention: Jonathan Perlman, Sr. Telephone: 214-221-8200 Telephone: E-mail: E-mail: jperlman@thetradition.com Copy to: Copy to: Frost Brown Todd LLC Neale Potts 118 S. East Street 2101 Cedar Springs Road, Suite 700 Belton, Texas 76513 Dallas, Texas 75201 Attention: Telephone: 214-580-8622 Telephone: 254-939-1818 Attention: Clay Pulliam E-mail: neale@mpmlaw.net E-mail: cpulliam@fbtlaw.com

ARTICLE 2 PROPERTY

Section 2.1 **Property**. Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey and assign to Purchaser, and Purchaser agrees to purchase and accept from Seller, the following property (collectively, the "**Property**"): (A) the land consisting of an approximately 16.4 acre tract and approximately 2.833 acre tract, in the City of Belton, Bell County, Texas, described in <u>Exhibit A</u> hereto (the "<u>Land</u>"), together with (1) all improvements located thereon ("<u>Improvements</u>"), if any, (2) all and singular the rights, interests, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, and (3) without warranty, all right, title, and interest of Seller, if any, in and to all strips and gores and any land lying in the bed of any street, right-of-way, road or alley, open or proposed, adjoining such Land (collectively, the "<u>Real Property</u>"), (B) all governmental permits, approvals, grading or mitigation plans, licenses, or similar documents relating to the Property, if any (the "<u>Permits</u>"), and (C) all of Seller's right, title and interest in and to the Property Information (as defined in Section 4.1).

ARTICLE 3 EARNEST MONEY

- Section 3.1 <u>Deposit and Investment of Earnest Money</u>. Within five (5) Business Days after the Execution Date, Purchaser shall deposit the Earnest Money with Escrow Agent. Escrow Agent shall invest the Earnest Money in government insured, interest-bearing accounts satisfactory to Purchaser (provided, however, the Earnest Money may not be invested in a money market account), shall not commingle the Earnest Money with any funds of Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. Such account shall have no penalty for early withdrawal. The term "<u>Earnest Money</u>" as used herein shall include the initial deposit of Earnest Money and, if applicable, the Inspection Period Extension Fee(s).
- Section 3.2 <u>Independent Consideration</u>. Promptly following the delivery of the Earnest Money to the Title Company by Purchaser, the Title Company shall disburse to Seller \$100.00 from the Earnest Money as independent consideration for Seller's performance under this Agreement ("<u>Independent Consideration</u>"), which shall be retained by Seller in all instances, and, if Closing occurs, shall be applied against the Purchase Price.
- Section 3.3 Form; Failure to Deposit. The Earnest Money shall be in the form of a certified or cashier's check or the wire transfer to Escrow Agent of immediately available U.S. federal funds. If Purchaser fails to timely deposit any portion of the Earnest Money within the time periods required, Seller may terminate this Agreement by written notice to Purchaser at any time prior to the date on which Purchaser deposits such portion of the Earnest Money, in which event the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

Section 3.4 Disposition of Earnest Money. The Earnest Money shall be applied as a credit to the Purchase Price at Closing. However, if Purchaser elects to terminate (or is deemed to have terminated) this Agreement as permitted under this Agreement, Escrow Agent shall pay the entire Earnest Money to Purchaser one Business Day following the termination (or deemed termination) of this Agreement, and no notice to or approval from Seller shall be required for such payment of the Earnest Money to Purchaser; provided, however, if Purchaser terminates this Agreement pursuant to Section 4.5, then any Inspection Period Extension Fees that are a part of the Earnest Money will be paid to Seller. In the event of a termination of this Agreement by Seller, Escrow Agent is authorized to deliver the Earnest Money to the party hereto entitled to same pursuant to the terms hereof on or before the fifth (5th) Business Day following receipt by Escrow Agent and Purchaser of written notice of such termination from the terminating party, unless the Purchaser notifies Escrow Agent that it disputes the right of Seller to receive the Earnest Money. In the event of such a dispute, Escrow Agent may interplead the Earnest Money into a court of competent jurisdiction in the county in which the Earnest Money has been deposited. All attorneys' fees and costs and Escrow Agent's costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution.

ARTICLE 4 DUE DILIGENCE

- Section 4.1 <u>Due Diligence Materials To Be Delivered</u>. Seller shall deliver, or cause to be delivered, to Purchaser the following documents and information (collectively, the "<u>Property Information</u>"), to the extent such Property Information exists and is in Seller's possession, on or before the Information Delivery Date:
- (a) <u>Title and Survey</u>. Copy of Seller's most current title insurance information and survey (including any topographical information) of the Property, including all agreements, easements, permits, licenses, contracts or ground leases.
- (b) <u>Tax Statements</u>. Copies of ad valorem tax statements for the current tax period and the immediately preceding tax period.
 - (c) <u>Permits and Incentives</u>. Copies of all Permits, if any.
- (d) Other Information. All other documents in Seller's possession pertaining to the development or ownership of the Property, including, but not limited to, (i) topographical surveys, geological surveys and tree surveys, (ii) environmental reports, (iii) property condition reports, (iv) all engineering reports, (v) prior developed site plans and other development plans, (vi) utility and drainage improvement information, (vii) property taxes, (viii) property financials, (ix) rent rolls, (x) any agreements affecting the property such as leasing agreements, and maintenance agreements, and (xi) construction cost estimates.
- (e) <u>Additional Information</u>. Any other information related to the Property (and the development thereof) reasonably requested by Purchaser.
- Section 4.2 **Property Information Disclaimer**. Purchaser further acknowledges that some if not all of the Property Information was prepared by third parties other than Seller. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Property Information, or in any other written or oral communications transmitted or made available to Purchaser. Except for Seller's representations and warranties expressly set forth in this Agreement, Purchaser shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental or economic condition, compliance or lack of compliance with any ordinance, order, permit or regulation or any other attribute or matter relating thereto.
- Section 4.3 **Physical Due Diligence**. Commencing on the Effective Date and continuing until the Closing, Purchaser and its agents and representatives shall have reasonable access to the Property at all reasonable times during normal business hours, for the purpose of conducting inspections and tests, including surveys and architectural, engineering, geotechnical and environmental inspections and tests; provided, however, that Purchaser

shall not be permitted to conduct physical or invasive testing (including, without limitation, any environmental testing other than a Phase I study) without Seller's prior written consent. Seller's prior written consent for physical or invasive inspections or testing may not be unreasonably withheld and may be conditioned upon receipt of a detailed description of the proposed physical or invasive inspection or testing, a list of contractors who will be performing the physical or invasive inspection or testing, evidence of insurance reasonably satisfactory to Seller, and such other information as Seller reasonably requires in connection with such proposed inspection or testing. Seller and its agents and representatives shall cooperate with Purchaser and its agents and representatives in supplying such historical and operational information as may be reasonably requested by such persons, including notices, permits, or other written communications pertaining to the environmental or physical condition of the Property. Seller hereby authorizes Purchaser and its agents and representatives to enter upon the Property for the purpose of conducting the above inspections and tests and agrees that such parties may take such samples as may be necessary to conduct such inspections and tests.

Section 4.4 <u>Extension of the Inspection Period</u>. Purchaser shall have the right to extend the Inspection Period for two additional periods of thirty (30) days each by (i) delivering written notice of such extension to Seller and (ii) depositing an additional \$25,000 with the Escrow Agent (each an "<u>Inspection Period Extension Fee</u>") prior to the then-current expiration date of the Inspection Period. Such Inspection Period Extension Fees shall be applicable to the Purchase Price and shall be nonrefundable to Purchaser unless Purchaser terminates this Agreement pursuant to <u>Section 5.3</u>, <u>Section 5.4</u>, <u>Section 5.5</u>, <u>Section 6.2</u>, <u>Section 7.2</u> or <u>Section 10.2</u>.

Due Diligence/Termination Right. Purchaser shall have through the last day of the Inspection Period in which to examine, inspect, and investigate the Property Information and the Property and, in Purchaser's sole and absolute judgment and discretion, determine whether the Property is acceptable to Purchaser. In the event that Purchaser, in its sole and absolute discretion and for any reason or no reason, determines that the Project Property is not suitable for Purchaser's needs, then Purchaser may terminate this Agreement by either (a) sending written notice thereof (the "Due Diligence Termination Notice") to Seller on or before the last day of the Inspection Period, or (b) failing to give the Acceptance Notice (as defined below) to Seller prior to the expiration of the Inspection Period. Notwithstanding any provision of this Agreement to the contrary, Purchaser shall conclusively be deemed to have terminated this Agreement pursuant to this Section 4.5 unless, on or prior to the expiration of the Inspection Period, Purchaser delivers to Seller written notice that Purchaser has elected to waive its right to terminate this Agreement under this Section 4.5 (the "Acceptance Notice"). If Purchaser delivers a Due Diligence Termination Notice to Seller before the end of the Inspection Period, or fails to timely deliver an Acceptance Notice, this Agreement shall terminate and be of no further force and effect subject to and except for those obligations of the parties that by their terms survive the termination of this Agreement, and, upon such termination, (i) the initial Earnest Money (i.e., excluding any Inspection Period Extension Fees) shall be delivered to Purchaser and (ii) any Inspection Period Extension Fees will be paid to Seller. If Purchaser delivers the Acceptance Notice to Seller prior to the expiration of the Inspection Period as provided above, then Purchaser shall be deemed to have waived its right to terminate this Agreement under this Section 4.5.

Section 4.6 <u>Purchaser's Responsibilities</u>. In conducting any inspections, investigations or tests of the Property and/or Property Information, Purchaser and its agents and representatives shall: (a) not unreasonably interfere with the operation and maintenance of the Property; (b) not damage any part of the Property; (c) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees; (d) comply with all applicable laws; (e) maintain comprehensive general liability insurance in terms and amounts reasonably acceptable to Seller; (f) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; and (g) repair any damage to the Real Property resulting directly from any such inspection or tests.

Insurance; Purchaser's Agreement to Indemnify. Purchaser shall procure and continue in force from and after the date Purchaser first enters the Property, and continuing throughout the term of this Agreement, comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, or commercial general liability insurance, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 per event. Purchaser indemnifies and holds Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of Purchaser's inspections or tests permitted under this Agreement or any violation of the provisions of Section 4.3 and Section 4.6; provided, however, the indemnity shall not extend to (a) protect Seller from any pre-existing liabilities for matters merely discovered by Purchaser (i.e., latent environmental contamination), or (b) any liens, claims, causes of action,

damages, liabilities or expenses that are attributable to the action or inaction of Seller or its agent or employees. Purchaser's obligations under this <u>Section 4.7</u> shall survive the termination of this Agreement and shall survive the Closing.

ARTICLE 5 TITLE AND SURVEY

- Section 5.1 <u>Title Commitment</u>. On or before the Title Commitment Delivery Date, Purchaser shall cause to be prepared and delivered to Purchaser: (a) a current commitment for title insurance or preliminary title report (the "<u>Title Commitment</u>") issued by the Title Company, in the amount of the Purchase Price and on the current TLTA form commitment, with Purchaser as the proposed insured, and (b) true, complete and legible copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property.
- Section 5.2 <u>Survey</u>. Purchaser, at Purchaser's sole cost, shall use commercially reasonable efforts to obtain a new survey (the "<u>Survey</u>") of the Property within sixty (60) days following the Effective Date; provided, however, Purchaser must deliver any objections to the Survey to Seller prior to the expiration of the Title and Survey Review Period. The Survey must: (1) be prepared by a Registered Professional Land Surveyor using the most current ALTA/NSPS minimum standards of detail; (2) be in a form reasonably acceptable to Purchaser, Seller and the Title Company; (3) set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots; (4) show that the Survey was made on the ground with comers marked with monuments either found or placed; (5) contain the surveyor's certificate that the Survey is true and correct; (6) be certified to Purchaser, Seller and the Title Company; (7) show the gross land area of the Land and the Net Land Area; (8) show all improvements and paving within adjacent road rights of way; and (9) any other items requested by Purchaser or the Title Company. Upon the approval of Seller, Purchaser and the Title Company, the Lot and Block description in the plat will be used as the legal description for the Property in the Deed (as hereinafter defined).
- Title Review. At any time during the Title and Survey Review Period, Purchaser may object in writing to any liens, encumbrances, and other matters reflected by the Title Commitment or Survey. All such matters to which Purchaser so objects shall be "Non-Permitted Exceptions"; if no such objection notice is given during the Title and Survey Review Period, except as otherwise provided below, all matters reflected by the Survey and Title Commitment shall be "Permitted Exceptions". If, between the end of the Title and Survey Review Period and Closing, Purchaser receives notice of additional liens, encumbrances or other matters not reflected in the initial Title Commitment or Survey or otherwise becomes aware of such matters, Purchaser may submit a revised list adding additional Non-Permitted Exceptions. Seller may, but shall not be obligated to, at its sole cost and expense, cure, remove or insure around all Non-Permitted Exceptions and give Purchaser written notice thereof within ten (10) days after the Title and Survey Review Period expires or, if applicable, after delivery of any revised list; provided, however, Seller, at its sole cost and expense, shall be obligated to cure, remove or insure around by Closing, to the satisfaction of the Title Company, all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other liens and encumbrances against the Property (other than liens for taxes and assessments which are not delinquent) which either secure indebtedness or can be removed by payment of a liquidated sum of money, whether or not Purchaser objects thereto during the Inspection Period, and all such matters shall be deemed Non-Permitted Exceptions. If Seller does not timely cause all of the Non-Permitted Exceptions to be removed, cured or otherwise omitted from Purchaser's Title Commitment and timely deliver written notice thereof to Purchaser, Purchaser may, at any time and at its election, (a) terminate this Agreement and recover the Earnest Money (including any Inspection Period Extension Fees) by providing written notice of termination to Seller, and neither Purchaser nor Seller shall have any obligations under this Agreement except those that expressly survive the termination of this Agreement, (b) extend the Closing Date one or more times until three (3) Business Days after Seller has caused all of the Non-Permitted Exceptions to be removed, cured or otherwise omitted from Purchaser's Title Commitment, or (c) purchase the Property subject to the Non-Permitted Exceptions (other than liens that Seller is obligated to cure, remove or insure around), in which event the Non-Permitted Exceptions (other than liens that Seller is obligated to cure, remove or insure around) subject to which Purchaser elects to purchase the Property shall thereafter be Permitted Exceptions.
- Section 5.4 <u>Delivery of Title Policy at Closing</u>. In the event that the Title Company does not issue at Closing, or unconditionally commit at Closing to issue, to Purchaser, an extended coverage owner's title policy in accordance with the Title Commitment, insuring Purchaser's title to the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions, in the form promulgated by the Texas Department of Insurance, without

modification or deletion thereto (the "<u>Title Policy</u>"), Purchaser shall have the right to terminate this Agreement, in which case the Earnest Money (including any Inspection Period Extension Fees) shall be immediately returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement.

Section 5.5 Zoning; Building Permit; Platting. Upon receipt and approval by Purchaser of the Survey, Purchaser, at Purchaser's expense, shall apply for and pursue approval of (i) final, unappealable zoning from the applicable Governmental Authorities authorizing the development of the Property for the Intended Use (the "Re-Zoning"), (ii) a non-appealable site development permit from the applicable Governmental Authorities for the development of the Property for the Intended Use (the "Building Permit") and (iii) a final replat of the Property into one or more legal lots, including, at Purchaser's sole cost and expense, access drives between the 16.4 acre parcel and the 2.833 acre parcel, as shown on Exhibit A-1 (the "Re-Platting"). Seller shall cooperate with Purchaser to obtain from the applicable Governmental Authorities Re-Zoning, a Building Permit, and Re-Platting for the Intended Use. If, at any time prior to the Closing Date, the applicable Governmental Authorities reject Purchaser's application for the Re-Zoning, the Building Permit or the Re-Platting, Purchaser may (i) elect to waive the requirement of the Re-Zoning, the Building Permit or the Re-Platting as a condition to Purchaser's obligations to close, as set forth in Section 7.2, or (ii) terminate this Agreement, in which event the Title Company will return the Earnest Money (including any Inspection Period Extension Fees) to Purchaser, and the parties hereto will have no further obligations one to the other except for those that expressly survive termination. The term "Governmental Authority(ies)" includes the United States of America, the State of Texas, Bell County, the City of Belton, and any political subdivision in which the Property is located or which exercises jurisdiction or extra-territorial jurisdiction, over the Property, and any agency, department, commission, board, bureau, courts, utility district, flood control district, improvement district or similar district, or other instrumentality of any of them which exercises jurisdiction or extra-territorial jurisdiction over the Property or construction thereon.

ARTICLE 6 OPERATIONS AND RISK OF LOSS

Section 6.1 **Ongoing Operations**.

- (a) <u>Contracts</u>. From the Effective Date through Closing (or earlier termination of this Agreement pursuant to the terms hereof), Seller will not enter into any contract that could be an obligation affecting the Property subsequent to the Closing, unless (1) Seller obtains Purchaser's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed and (2) such contract is of the type that is entered into in the ordinary course of business and is terminable without cause and without the payment of any termination penalty on not more than thirty (30) days' prior notice.
- (b) <u>Leasing</u>. From the Effective Date through Closing (or earlier termination of this Agreement pursuant to the terms hereof), Seller will not enter into any leases, subleases, franchises, licenses, occupancy agreements or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Real Property without Purchaser's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.
- (c) Zoning/Development Approvals. Seller agrees to cooperate reasonably with Purchaser, without material expense to Seller, in Purchaser's effort to obtain, modify or assign (to the extent held by Seller) any such building permits or other zoning, platting and site plan approvals (including the Re-Zoning, Building Permit and the Re-Platting) from applicable Governmental Authorities as may reasonably be necessary for Purchaser's proposed development of the Property (collectively, the "Development Approvals"). Seller agrees to execute all documents reasonably required for the Development Approvals, including applications for the Development Approvals; provided, however, that such documents are acceptable to Seller in its reasonable discretion. Purchaser shall notify Seller in advance of any public hearings, scheduled meetings with city staff or other scheduled meetings related to the Development Approvals and Seller shall have the right to be present at any such meetings. From the Effective Date through Closing (or earlier termination of this Agreement pursuant to the terms hereof), Seller shall not apply for or consent to any change or modification with respect to the zoning, development or use of any portion of the Property without Purchaser's prior written consent, which consent may be withheld in Purchaser's sole and absolute discretion.

Section 6.2 <u>Condemnation</u>. If proceedings in eminent domain are instituted with respect to the Property, or any portion thereof, Seller shall immediately give Purchaser written notice thereof (including a reasonably detailed description of the portion of the Property affected thereby), and Purchaser may, at its option, by written notice to Seller given within thirty (30) days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be automatically extended to give Purchaser the full 30-day period to make such election), either: (a) terminate this Agreement, in which case the Earnest Money (including any Inspection Period Extension Fees) shall be immediately returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement, or (b) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser does not give Seller written notice of its election within the time required above, then Purchaser shall be deemed to have elected option (b) above.

ARTICLE 7 CLOSING

- Section 7.1 <u>Closing</u>. The consummation of the transaction contemplated herein ("<u>Closing</u>") shall occur on the Closing Date at the offices of Escrow Agent (or such other location as may be mutually agreed upon by Seller and Purchaser). Funds shall be deposited into and held by Escrow Agent in a closing escrow account. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.
- Section 7.2 <u>Conditions to Purchaser's Obligation to Close</u>. In addition to all other conditions set forth herein, the obligation of Purchaser to consummate the transactions contemplated hereunder is conditioned upon the following:
- (a) <u>Representations and Warranties</u>. Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and the Closing Date.
- (b) Actions, Suits, etc. As of the Closing Date, there shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, or proceedings affecting the Property, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings that could adversely affect the operation or value of the Property or Seller's ability to perform its obligations under this Agreement.
- (c) <u>Obligations Performed</u>. As of the Closing Date, Seller shall have performed all of its material obligations under this Agreement.
- (d) <u>No Moratorium or Restrictions</u>. As of the Closing Date, there shall be no moratorium or restrictions materially affecting Purchaser's Intended Use and the development of the Property.
 - (e) **<u>Re-Zoning.</u>** As of the Closing Date, Purchaser has obtained the Re-Zoning.
- (f) Re-Platting. As of the Closing Date, the Re-Platting of the Property shall have been completed.
- (g) <u>Title Policy</u>. The Title Company shall be bound to issue the Title Policy, subject only to the Permitted Exceptions.
- (h) <u>No Adverse Material Change</u>. The condition of the Property shall not have materially and adversely changed from the condition of the Property at the expiration of the Inspection Period.
- (i) <u>Offsite Easements</u>. All offsite easements, along with cross-access and signage easements, required for the development of the Property for the Intended Use shall have been acquired or will be acquired and recorded at the County.

If any condition listed in this Section 7.2 is not satisfied on or before the applicable time period stated in this Section 7.2, then Purchaser may, at its election, (1) waive the applicable condition, (2) extend the Closing Date until three (3) Business Days after such condition is satisfied, (3) pursue its remedies as set forth in Section 10.2 of this Agreement to the extent the failure of a condition listed in this Section 7.2 is not satisfied as a result of a default by the Seller or (4) terminate this Agreement, in which case the Earnest Money (including any Inspection Period Extension Fees) shall be immediately returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement. Notwithstanding the foregoing, the Closing Date will not be extended beyond the Outside Closing Date unless Purchaser and Seller otherwise agree to such extension in writing.

- Section 7.3 <u>Seller's Deliveries in Escrow</u>. No later than one (1) Business Day prior to the Closing Date, Seller, at its sole cost and expense, shall deliver in escrow to Escrow Agent the following:
- (a) <u>Deed</u>. A special warranty deed in the form of <u>Exhibit B</u> hereto (the "<u>Deed</u>") acceptable for recordation under the law of the state where the Property is located, including a list of Permitted Exceptions to which the conveyance shall be subject, executed and acknowledged by Seller, conveying to Purchaser Seller's interest in the Real Property.
- (b) <u>Title Affidavit</u>. A title affidavit in form and substance required for the Title Company to issue the Title Policy as requested by Purchaser.
- (c) <u>Conveyancing or Transfer Tax Forms or Returns</u>. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Real Property.
- (d) <u>FIRPTA</u>. A Foreign Investment in Real Property Tax Act affidavit in the form of <u>Exhibit C</u> hereto and executed by Seller.
- (e) <u>Authority</u>. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company and the underwriter for the Title Policy.
- (f) <u>Additional Documents</u>. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

If Seller fails to deliver the above items in the time period contemplated by this <u>Section 7.3</u>, Purchaser may, at its election (1) extend the Closing Date until one Business Day after Seller delivers the above items, or (2) terminate this Agreement and recover the Earnest Money (including any Inspection Period Extension Fees) by delivering written notice thereof to Seller, in which case neither Seller nor Purchaser shall have any obligations hereunder except those that expressly survive the termination of this Agreement.

- Section 7.4 <u>Purchaser's Deliveries in Escrow</u>. No later than one (1) Business Day prior to the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:
- (a) <u>Conveyancing or Transfer Tax Forms or Returns</u>. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of Real Property.
 - (b) <u>Assignment</u>. A duly executed counterpart to the Assignment.
- (c) <u>Additional Documents</u>. Any additional documents that Seller, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement

(provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Purchaser or result in any new or additional obligation, covenant, representation or warranty of Purchaser under this Agreement beyond those expressly set forth in this Agreement).

- Section 7.5 <u>Closing Statements</u>. On or prior to the Closing Date, Seller and Purchaser shall deposit with Escrow Agent executed closing statements consistent with this Agreement in the form required by Escrow Agent.
- Section 7.6 <u>Purchase Price</u>. On or prior to the Closing Date, Purchaser shall deliver to Escrow Agent the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, in immediate, same-day U.S. federal funds wired for credit into Escrow Agent's escrow account, which funds must be delivered in a manner to permit Escrow Agent to deliver good funds to Seller or its designee on the Closing Date (and, if requested by Seller, by wire transfer).
- Section 7.7 <u>Possession</u>. Seller shall deliver possession of the Property to Purchaser at the Closing subject only to the Permitted Exceptions and with all parts of the Property in the same condition as on the date hereof, excepting only normal wear and tear and any applicable changes allowed by <u>Article 6</u> hereof.

ARTICLE 8 PRORATIONS, DEPOSITS, COMMISSIONS

Section 8.1 <u>Prorations</u>. At Closing, the following items shall be prorated (based upon the actual number of days in the month of Closing) as of the date of Closing with all items of income and expense for the Property being borne by Purchaser from and after (but including) the date of Closing: any income and rents; fees and assessments; prepaid expenses and obligations; real ad valorem taxes ("<u>Taxes</u>"); and any assessments by private covenant for the then-current calendar year of Closing. Specifically, the following shall apply to such prorations:

(a) Taxes.

- (1) <u>Ad Valorem Taxes</u>. If Taxes for the year of Closing are not known or cannot be reasonably estimated, Taxes shall be prorated based on Taxes for the year prior to Closing, and when actual figures are available, an adjustment will be made after Closing pursuant to <u>Section 8.3</u>.
- (2) <u>Roll-Back Taxes</u>. If Seller has claimed the benefit of laws permitting a special use valuation for the purpose of ad valorem taxes on the Property and if, after the Closing, Purchaser changes the use of the Property from its present use and such change results in the assessment of additional taxes ("<u>Roll Back Taxes</u>"), then those Roll Back Taxes will be Seller's obligation, notwithstanding that some or all of those additional taxes may relate back to the period prior to Closing. An estimate of Roll Back Taxes will be made at Closing and paid by Seller on the Closing Statement. When actual figures are available, an adjustment will be made pursuant to <u>Section 8.3</u>. The provisions of this <u>Section 8.1(a)(2)</u> shall survive the Closing without limitation.
- (b) <u>Utilities</u>. Purchaser shall take all steps necessary to effectuate the transfer of all utilities (if any) to its name as of the Closing Date. Seller shall ensure that all utility meters are read as of the Closing Date.
- Section 8.2 <u>Closing Costs</u>. Closing costs shall be allocated between Seller and Purchaser in accordance with Section 1.2.
- Section 8.3 Adjustment After Closing. If final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 8.1, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as such bills are available, and an adjustment shall be made as soon as reasonably possible after the Closing. Payments in connection with any adjustment shall be due within thirty (30) days of written notice. All such rights and obligations shall survive the Closing.
- Section 8.4 <u>Commissions</u>. Purchaser and Seller represent and warrant to the other that other than KBC Advisors, representing Seller (the "<u>Broker</u>"), no real estate broker or agents have been used or consulted in connection

with the negotiation or execution of this Agreement and the sale of the Property. In the event, but only in the event, the transaction covered by this Agreement is closed, Seller agrees to pay the Broker's fee amounts which shall be calculated and paid pursuant to separate agreements between Seller and Broker. In the event either party has engaged any other real estate broker (other than the Broker), each party shall hold the other harmless from its actions. Seller and Purchaser each represent and warrant to the other that no real estate brokerage commission or other fee is payable to any other person or other entity (other than the Broker) in connection with the transaction contemplated hereby, and each agrees to indemnify, defend and hold the other harmless against the payment of any other commission and/or fee to any other person or other entity claiming by, through or under the indemnifying party. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

Section 9.1 <u>Seller's Representations and Warranties</u>. Seller represents and warrants to Purchaser that:

- (a) <u>Organization and Authority</u>. Seller has the full right, power and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing (collectively, the "<u>Closing Documents</u>") will be, authorized and duly executed and delivered by Seller and constitute, or will constitute, as appropriate, the legal, valid and binding obligation of Seller, enforceable in accordance with their terms. The Seller's ownership of the Property does not include any tenants-in-common ownership, undivided interests ownership nor fractional ownership interests.
- (b) <u>Conflicts and Pending Actions</u>. There is no agreement to which Seller is a party or that is binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's Knowledge, threatened against Seller or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement or against or with respect to the Property. Seller has not committed or obligated itself in any manner whatsoever to sell, lease or encumber the Property or any interest therein to any other party. No rights of first offer or rights of first refusal regarding the Property exist under the organizational documents of Seller or under any agreement by which Seller or the Property is or may be bound or affected.
- (c) <u>Leases/Parties in Possession</u>. There are no leases, subleases, franchises, licenses, occupancy agreements or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Property. There are no parties in possession of (or with a right to occupy) any portion of the Property.
- (d) <u>Service Contracts</u>. Except as disclosed to Purchaser in the Due Diligence Materials, there are no contract rights related to the construction, operation, ownership, maintenance, use, leasing, service, or management of the Property.
- (e) <u>Notices</u>. Seller has not received any written notices from any governmental agencies or authorities or from any other parties (1) with respect to any violation of any applicable zoning, building, health, environmental, traffic, flood control, fire safety, handicap or other law, code, ordinance, rule or regulation (collectively, the "<u>Legal Requirements</u>"), (2) to Seller's Knowledge, any pending or threatened condemnation proceeding with respect to the Property, or (3) of any proceedings which could cause the change, redefinition or other modification of the zoning classification of the Property or access thereto from any public right-of-way.
- (f) <u>No Foreign Person</u>. Seller is neither a "foreign person" nor a "foreign corporation" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- (g) <u>Litigation</u>. There is no pending or, to Seller's Knowledge, threatened, judicial, municipal or administrative proceedings with respect to, or in any manner affecting the Property or in which Seller is or will be a party, including proceedings for or involving condemnations, eminent domain, alleged code, zoning or

environmental violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the use and operation of the Property or any present plan or study by any Governmental Authority, agency or employee thereof which in any way challenges, affects or would challenge or affect the continued authorization of the ownership, construction, use, leasing, management, maintenance, and operation of the Property.

- (h) <u>Environmental</u>. Seller has received no written notice of any condition at the Property that might constitute a violation of applicable environmental laws that has not otherwise been cured.
- (i) <u>Land Use Agreements; Assessments</u>. To Seller's knowledge and except as may be disclosed by the Title Commitment (i) Seller is not in possession of any land use agreements affecting the Property, (ii) the Property is not subject to any land use agreements and (iii) the Property is not subject to assessments for offsite improvements.
- (j) <u>Utilities</u>. To Seller's knowledge, all utilities necessary for the development of the Property for the Intended Use are available for extension, including, without limitation, water, sewage, gas and electric.
- (k) <u>Prohibited Persons and Transactions</u>. Seller is currently in compliance with, and shall at all times during the term of this Agreement (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Assets Control ("<u>OFAC</u>") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

When used herein, the phrase "to Seller's Knowledge" or derivations thereof shall mean the current actual knowledge of "[Seller Representative]" without any obligation to make investigation or inquiry regarding the Property, and without obligation to make any investigation of the files, documents or studies in the possession of other persons, and shall not include any knowledge which may be imputed to Seller or of any other person. Purchaser acknowledges that the individual named above is named solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from such individual to Purchaser. Purchaser covenants that it will bring no action of any kind against such individual, related to or arising out of these representations and warranties.

- Section 9.2 <u>Purchaser's Representations and Warranties.</u> Purchaser represents and warrants to Seller that:
- (a) <u>Organization and Authority</u>. Purchaser has been duly organized and is validly existing in good standing in the state in which it was formed. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.
- (b) <u>Conflicts and Pending Action</u>. There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.
- (c) <u>Prohibited Persons and Transactions</u>. Purchaser is currently in compliance with, and shall at all times during the term of this Agreement (including any extension thereof) remain in compliance with, the regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

- Section 9.3 <u>Survival of Representations and Warranties</u>. The representations and warranties set forth in this <u>Article 9</u> (a) are made as of the date of this Agreement, (b) are remade as of the Closing Date, and (c) shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing for a period of twelve (12) months (the "<u>Survival Period</u>"). Each party shall have the right to bring an action against the other on the breach of a representation or warranty hereunder, but only on the following conditions: (a) the party bringing the action for breach first learns of the breach after Closing and gives written notice of such breach to the other party before the end of the Survival Period, and (b) neither party shall have the right to bring a cause of action for a breach of a representation or warranty unless the damage to such party on account of such breach (individually or when combined with damages from other breaches) equals or exceeds \$10,000.00. Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had actual knowledge as of Closing. The provisions of this Section 9.3 shall survive the Closing. Any breach of a representation or warranty that occurs prior to Closing shall be governed by Article 10.
- Section 9.4 Disclaimers By Seller. Except as expressly set forth in this Agreement, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Seller's special warranty of title to be contained in the Deed), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of hazardous materials in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, karst formations, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any under-shoring, (g) usages of adjoining property, (h) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (i) the merchantability of the Property or fitness of the Property for any particular purpose, (j) except as expressly provided herein, the truth, accuracy or completeness of the Property Information, or (k) tax consequences.

Section 9.5 Sale "As Is, Where Is"; FEMA Disclaimer.

- Purchaser and Purchaser shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Purchaser at Closing. Except as expressly set forth in this Agreement, Purchaser has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller.
- (b) The Federal Emergency Management Agency ("FEMA") publishes maps and prepares other information which contains information concerning floodways and flood plains associated with this Property and surrounding properties. Seller makes no representations or warranties to Buyer regarding the accuracy of the data and maps prepared and/or published by FEMA or the extent to which the local governing authorities will or will not utilize FEMA's information and/or maps (or require more stringent flood plain standards) in their decisions concerning the issuance of and/or conditions related to building permit requirements. All information should be independently verified by Purchaser (including but not limited to verification of all flood plain related and minimum slab height requirements) with governing authorities that oversee and administer building permits and determine flood plain elevation criteria.

ARTICLE 10 DEFAULT AND REMEDIES

Section 10.1 <u>Seller's Remedies</u>. If Purchaser fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except failure by Seller to perform hereunder or termination of this Agreement as provided herein, or if prior to Closing any one or more of Purchaser's representations or warranties are breached or untrue in any material respect, of which is not cured within ten (10) days after Purchaser's receipt of written notice thereof from Seller (provided that such cure period shall not extend the Closing Date), Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement by giving Purchaser and the Escrow Agent written notice thereof prior to or at Closing and recover the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder, in which case neither Purchaser nor Seller shall have any further rights or obligations hereunder, except those that expressly survive the termination of this Agreement. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain.

Section 10.2 **Purchaser's Remedies**.

- (a) If Seller fails to perform its obligations pursuant to this Agreement for any reason except failure by Purchaser to perform hereunder or termination of this Agreement as provided herein, or if prior to Closing any one or more of Seller's representations or warranties are breached or untrue in any material respect, of which is not cured within five (5) days after Seller's receipt of written notice thereof from Purchaser, Purchaser shall elect, as its sole remedy, either to:
 - (1) terminate this Agreement by giving Seller and the Escrow Agent timely written notice of such election prior to or at Closing, in which case (subject to the terms of this <u>Section 10.2</u>) neither Purchaser nor Seller shall have any further rights or obligations hereunder except as expressly provided in this <u>Section 10.2</u> and those that expressly survive the termination of this Agreement;
 - (2) enforce specific performance under this Agreement; or
 - (3) waive said failure or breach and proceed to Closing.
- (b) If Purchaser elects to terminate this Agreement upon a default by Seller, then Purchaser shall be entitled to receive the Earnest Money (including any Inspection Period Extension Fees) and to obtain reimbursement of Contract Costs. As used herein the term "Contract Costs") means Purchaser's reasonable and necessary out-of-pocket expenses incurred in connection with this Agreement and Purchaser's inspection of the Property, including, but not limited to the cost of negotiating this Agreement, conducting the studies, reviews, legal fees, and inspections contemplated in ARTICLE 4, development of plans and marketing costs related to the development of the Property for the Intended Use, and such other customary costs incurred by the Purchaser in connection with its efforts to acquire the Property.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Parties Bound; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. This Agreement is for the sole benefit of Seller and Purchaser, and no third party is intended to be a beneficiary of this Agreement, whether under a third-party beneficiary theory, laws relating to transferee liabilities or otherwise. Purchaser may not assign this Agreement without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Purchaser may, without Seller's consent, assign its right, title and interest in and to this Agreement to an entity controlling, controlled by, or under common control with Purchaser or in which Purchaser is an investor or for which Purchaser is acting as an investment manager or advisor. Upon an assignment of Purchaser's rights under this Agreement and an

assumption of Purchaser's obligations hereunder, the Purchaser will be fully released from obligations and liabilities pursuant to the Contract.

- Section 11.2 <u>Invalidity and Waiver</u>. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.
- Section 11.3 Governing Law; Survival; Time. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Real Property is located without giving effect to its choice of law provisions. The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing. Time is of the essence in the performance of this Agreement.
- Section 11.4 **Entirety and Amendments**. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. All exhibits and schedules attached hereto are incorporated herein by this reference for all purposes. The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.
- Section 11.5 **Force Majeure** Whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to terrorism, strikes, riots, acts of God, shortages of labor or materials, war, laws, regulations or restrictions or any other causes of any kind whatsoever that are beyond the control of such party.
- Section 11.6 <u>Limitation of Liability</u>. Any and all liabilities and obligations of Seller under this Agreement shall be satisfied solely out of the properties and assets of Seller, as they may exist from time to time, and in no event shall the properties or assets of the direct or indirect partners of Seller, or of the affiliate partnerships or corporations or successors or assigns of any such direct or indirect partners or affiliates, or the directors, officers or shareholders of any of the foregoing, be subject to satisfaction of any liabilities or obligations of Seller under this Agreement. It is expressly agreed and understood that the individual executing this document on behalf of the Seller is acting in his representative capacity only and solely as a representative of the Seller and any liability resulting hereunder based upon the actions of such individual, including but not limited to, the breach of any warranty, representation and/or provision contained herein, if any, shall be that of the Seller and not that of such individual.
- Section 11.7 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.3. Any such notices shall, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (b) by overnight delivery using a nationally recognized overnight courier, (c) by personal delivery, or (d) by electronic mail addressed to the electronic mail address set forth in Section 1.3 for the party to be notified with a confirmation copy delivered by another method permitted under this Section 11.6 (a), (b) or (c). Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if such addressee refuses delivery thereof). Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. In no event shall this Agreement be entered into, executed, terminated, altered, amended or modified by electronic mail or electronic record. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller.

- Section 11.8 <u>Construction; Waiver</u>. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. The word "<u>including</u>" and any derivation thereof shall mean "including, without limitation." No provision of this Agreement shall be deemed to be waived by either party unless the waiver is in writing and signed by that party. Unless otherwise expressly provided herein, no consent or approval by either party shall be deemed to be given unless the consent or approval is in writing and signed by that party. No custom or practice that may evolve between Purchaser and Seller during the term of this Agreement shall be deemed or construed to waive or lessen the right of either of the parties hereto to insist upon strict compliance with the terms of this Agreement.
- Section 11.9 <u>Calculation of Time Periods</u>. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in the state in which the Property is located. As used herein, the term "<u>Business Day</u>" means any day that is not a Saturday, Sunday or legal holiday for national banks in the city in which the Property is located.
- Section 11.10 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email counterparts of this Agreement.
- Section 11.11 <u>Further Assurances</u>. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.
- Section 11.12 No Marketing; Exclusivity. Seller agrees not to market any portion of the Property for sale from the Effective Date until the earlier of (a) the Closing or (b) a termination of this Agreement. In addition, Seller will not engage another development partner regarding the Property from the Effective Date through the Closing.
- Section 11.13 <u>Attorneys'Fees</u>. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal.
- Section 11.14 <u>Confidentiality</u>. Buyer shall treat as confidential all information and materials furnished or made available by Seller to Buyer in accordance with this Agreement or obtained by Buyer in the course of its investigation and Feasibility Study. Buyer will not divulge and will use its commercially reasonable diligence to prevent Buyer's Related Parties (as hereinafter defined) from divulging such information except as required by law or as reasonably necessary to third parties engaged by Buyer for the limited purpose of analyzing and investigating such information for the purpose of consummating the transaction, including Buyer's agents, attorneys, representatives, consultants, prospective lenders, current and prospective financial partners, and engineers in this transaction (collectively "Buyer's Related Parties"). If Buyer elects to purchase the Property, then Buyer and Buyer's Related Parties may disclose such confidential information after the Closing. Notwithstanding anything to the contrary in this Section 5(d) or in any other agreement to which a party hereto is bound, the parties hereto are hereby expressly authorized to disclose the "tax treatment" and "tax structure" (as those terms are defined in Treas. Reg. Section 1.6011-4(c)(8) and (9) respectively) of this Agreement and any transaction contemplated hereby (the "Transaction"); provided, however, that the foregoing authorization shall apply only to the extent necessary such that the Transaction will not constitute a "confidential transaction" within the meaning of Treas. Reg. Section 1.6011-4(b)(3).

ARTICLE 12 SELLER REPURCHAS RIGHT

- Section 12.1 <u>Seller Repurchase Right</u>. As used herein, "Initial Construction Obligation" shall mean the final completion of the underground piers and slab on grade for industrial improvements containing not less than 100,000 square feet.
- Section 12.2 <u>Excusable Delay</u>. As used in this <u>ARTICLE 12</u>, "Excusable Delay" shall be one that results from (i) events of force majeure, such as strikes or similar actions of labor unions, riots, casualties, acts of God or of the public enemy, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability (notwithstanding good faith and diligent efforts) to procure, or general shortages of, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, fires, epidemics, quarantine restrictions, freight embargoes, unusually severe weather and delays occasioned by excavation efforts to uncover archeological artifacts, provided none of the foregoing is caused in whole or in part by any act or omission by Purchaser, (ii) unusual delay on the part of Governmental Authorities in the issuance of permits or governmental inspections, (iii) Seller's failure to timely grant consents, approval or other authorization necessary for the Development Approvals, or (iv) another cause beyond the reasonable control of Purchaser.
- Section 12.3 <u>Initial Trigger Date</u>. As used in this <u>ARTICLE 12</u>, "Initial Trigger Date" shall mean the date 24 months after the date of the recording of this Deed in the Real Property Records of Bell County, Texas, subject to extension for each Day of Excusable Delay.
- Section 12.4 <u>Repurchase Right</u>. Subject to the terms and conditions set forth below, Seller shall have the right and option, but not the obligation, to repurchase the Property ("<u>Repurchase Right</u>") if the Initial Construction Obligation has not been satisfied by the Initial Trigger Date (as may have been extended by Excusable Delay as provided above).
- (a) In order to exercise the Repurchase Right in connection with the Initial Construction Obligation, Seller must deliver written notice to Purchaser within the earlier of either (i) 45 days after the Initial Trigger Date or (ii) the satisfaction of the Initial Construction Obligation. The closing will be held on a date designated by Seller no later than 50 days after the Seller delivers its notice exercising its Repurchase Right.
- (b) If Seller timely exercises the Repurchase Right, Purchaser shall reconvey the Property to Seller by special warranty deed free and clear of all liens and encumbrances other than those listed on Exhibit B to Deed delivered at Closing, easements and other encumbrances placed on the Property as a condition to Development Approvals, the lien for ad valorem taxes shall be limited to the year of reconveyance and any utility easements theretofore granted by Purchaser to serve the Property (provided such easements do not result in any protrusion or encroachment, do not impose any material liability or obligation on the owner of the Property beyond what is customarily required to bring utilities to a site to serve improvements). Taxes shall be prorated for the year of reconveyance as of the date of the repurchase. The costs of Closing will be allocated between the parties in the same manner as the Closing Costs, as set forth in Section 1.2, except that Purchaser will be responsible for the categories of costs allocated to Seller at the Closing (other than attorneys' fees), and Seller will be responsible for the categories of costs allocated to Purchaser at Closing (other than attorneys' fees).
- (c) If Seller exercises the Repurchase Right, the repurchase price for the Property shall be the sum of the purchase price paid by Purchaser in the conveyance of the Property from Seller to Purchaser with the prorations credited in the same manner as set forth in ARTICLE 8.
- Section 12.5 (d) The Repurchase Right shall terminate if (i) Seller does not give the written exercise notice within the time period specified in the first sentence of Section 12.4(a), or (ii) if having given an exercise notice, Seller fails to close such repurchase (for reasons other than Purchaser's failure to comply with the provisions of this ARTICLE 12) within the time period specified in Section 12.4(a) for closing. Upon such termination, Seller, at the request of Purchaser, shall execute in recordable form a confirmation of the release of the Repurchase Right as it pertains to the Property.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

By:
| Date Executed:
| By:
| Tradition Land, LLC,
| a Texas limited liability company

| By:
| Name:
| Title: | Manager
| Date Executed: | Dat

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written

below.

JOINDER BY ESCROW AGENT

Escrow Agent has executed this Agreement in order to confirm that Escrow Agent shall hold the Earnest Money required to be deposited under this Agreement, in escrow, and shall invest and disburse the Earnest Money pursuant to the provisions of this Agreement.

MONTEITH ABSTRACT & TITLE COMPANY, INC.
By: Name: Title:
Date Executed:

LIST OF EXHIBITS

Exhibit A- Legal Description of Real Property

Exhibit A-1 - Depiction of the Real Property

Exhibit B - Special Warranty Deed

Exhibit C - FIRPTA Certificate

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT A-1 DEPICTION OF THE REAL PROPERTY

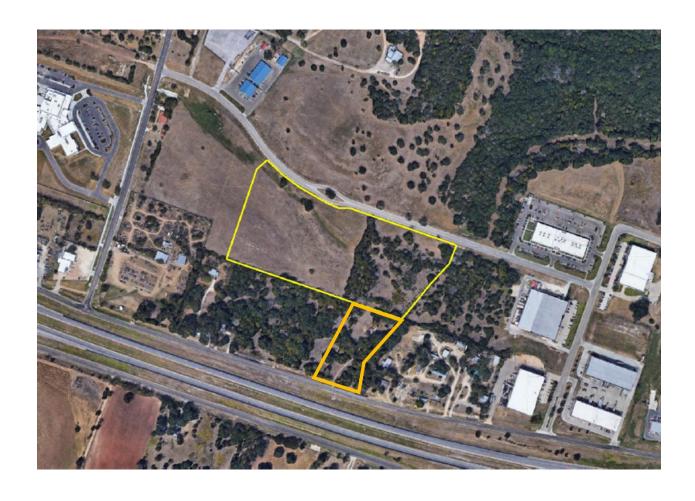


EXHIBIT B

SPECIAL WARRANTY DEED

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

STATE OF TEXAS	§
COUNTY OF	<pre> § KNOW ALL PERSONS BY THESE PRESENTS: §</pre>
That , a	("Grantor"), for and in consideration of the sum of Ten Dollars
(\$10.00) and other good and valual	e consideration to it in hand paid by, a,
	(hereinafter, whether one or more, referred to as "Grantee"),
the receipt and sufficiency of which	re hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD
	nts does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of
the real property situated in	County, Texas, described on Exhibit A, which is attached hereto and made
	er with all and singular the rights, benefits, privileges, easements, tenements,
	ereon or in anywise appertaining thereto, and together with all buildings and
	ny right, title, and interest of Grantor in and to adjacent streets, alleys, strips,
gores, and rights-of-way (collective	

In addition, Grantor hereby grants, bargains, sells and conveys to Grantee, WITHOUT WARRANTY, all of Grantor's right, title, and interest, if any, in and to: (i) any and all rights of ingress and egress to and from the Property, or any portion thereof, and any of Grantor's rights to use same; (ii) any and all present and reversionary mineral rights and interests of Grantor relating to the Property, or any portion thereof; (iii) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent the same pertain to or benefit the Property, or any portion thereof, or the improvement located thereon, including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (iv) any and all roads, streets, alleys, and ways (open or proposed) affecting, crossing, fronting, or bounding the Property, or any portion thereof, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages the Property, or any portion thereof, or by reason of a widening of or changing of the grade; (v) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to the Property, or any portion thereof (whether owned or claimed by deed, limitations or otherwise); and (vi) any and all reversionary interests in and to the Property, or any portion thereof.

The warranty of Grantor provided herein is made and accepted subject to those encumbrances and exceptions (the "Permitted Encumbrances") set forth on Exhibit B, which is attached hereto and made a part hereof for all purposes, but only to the extent that they are valid and subsisting and affect or relate to the Property.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the Permitted Encumbrances, by, through or under Grantor, but not otherwise.

REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGES FOLLOW.

	the undersigned on this	day of, 2022, to be effective upon
delivery.		
		GRANTOR:
		By:
		Title:
STATE OF TEXAS	§ §	
COUNTY OF	§	
This instrument	was acknowledged before, a	ore me on, 2022, by, on behalf of said
		Notary Public, State of Texas
Exhibit A - Legal Descrip Exhibit B - Permitted Enc		

EXHIBIT C

FIRPTA CERTIFICATE

		les that a transferee of a U.S. real property interest must
		tax purposes (including Section 1445), the owner of a
disregarded entity	(which has legal title to a U.S. real prope	erty interest under local law) will be the transferor of the
property and not the	he disregarded entity. To inform	, a (" <u>Transferee</u> "), that withholding
of tax is not req	juired upon the disposition of a U.S. re	eal property interest by , a
(("Transferor"), the beneficial owner of	(U.S. employer identification
number), the undersigned, in his capacit	, a(" <u>Transferee</u> "), that withholding eal property interest by, a, a, (U.S. employer identification ty as of, hereby certifies
to Transferee the	following on behalf of Transferor:	
	-	
1.	Transferor is not a foreign corporation, for	reign partnership, foreign trust, or foreign estate (as those
	in the Internal Revenue Code and Income	
		,
2.	Transferor is not a disregarded entity as	defined in Section 1.1445-2(b)(2)(iii) of the Income Tax
Regulations.	Transferor is not a disregarded entity as t	serifica in Section 1.1 + 13 2(0)(2)(iii) of the income tax
regulations.		
3.	Transferents II S. amulayan identification	manufacturia and
3.	Transferor's U.S. employer identification	number is; and
4	T. C. I. CC. 11	
4.	Transferor's office address is	·
TD C	1 . 1 . 1	
		e disclosed to the Internal Revenue Service by Transferee
and that any false	statement contained herein could be punis	hed by fine, imprisonment, or both.
TT 1	14' 6 ' 11 1 4 411	
		mined this certification and to the best of my knowledge
	e, correct and complete, and I further dec	lare that I have authority to sign this document on behalf
of Transferor.		
Datad as	of, 202	
Dated as	01, 202	
		a
		n.
		By:
		Name:
THE CTATE OF	e	Title:
THE STATE OF		
COUNTY OF _	§ .	
COUNTY OF _		
		202
I nis inst	rument was acknowledged before me on	, 202, by, , on behalf of said
	oi, a	, on benail of said
		N 4 - D 11' C(4 CT -
		Notary Public, State of Texas
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		N-4 D1-1:- C4-4
		Notary Public, State of Texas

Staff Report – City Council Agenda Item



Agenda Item #15

Conduct a work session on FY2023 budget considerations including, but not limited to, the following funds:

- A. General Fund
- B. Debt Service Fund
- C. Information Technology Fund
- D. Building Maintenance Fund
- E. Hotel/Motel Tax Fund
- F. Tax Increment Reinvestment Zone (TIRZ) Fund
- G. Belton Economic Development Corporation (BEDC) Fund

Originating Department

Finance Department - Mike Rodgers, Director of Finance

Summary Information

As work continues on the FY 2023 proposed annual budget, Staff will present the revenues and expenditures anticipated for several funds. The FY 2023 proposed annual budget must be filed at least thirty days prior to adoption. The date for adoption is currently scheduled for September 13, 2022.

As in prior years, Staff will upload budget detail documents to the "Budget Info" folder on DropBox for Council review if desired.

Fiscal Impact

None

Recommendation

Receive presentation

Attachments

Presentation



FY23 Budget Workshop June 28, 2022

Overview Comments by:

Sam A. Listi

City Manager



Overview Comments

- Today is the second session on the FY '23 Annual Operating Budget, following meetings with Department Heads and Council tour in May.
- Strategic Plan Update is under development in-house with a Council discussion scheduled in August.
- Budget uncertainties from COVID-19 appear to have dissipated, replaced in FY '23 with positive signs from strong growth and development.
- Inflation is an emerging and significant factor, and it will remain so over the next 18 months.
- Most revenue sources for FY '23 appear to be growing.
- Personnel costs are increasing over \$1 million due to the implementation of the compensation study



Overview Comments

- Revenue projections for property taxes reflect an 18% increase in value based on a voter-approval tax rate that may be less than \$0.60 (preliminary).
- Projections for sales tax reflect a 10% increase over the year-end estimate for FY '22.
- ARPA funding, an important source of funds for city revenue replacement, will be used to implement the compensation study and address other local priorities.
- Various grants/federal earmarks for PD equipment are also meaningful in leveraging local resources and reducing local expenditures



Overview Comments

- Other key objectives included in the proposed budget:
 - Three new positions have been added to the City's proposed budget across all funds, and a COPS grant may fund an additional police officer
 - Deputy Court Clerk
 - Information Technology Analyst
 - Regional Director of Law Enforcement-Peer Support (hired during FY '22)
 - Director of Parks & Recreation position reclassified into a Recreation Superintendent position
 - Proposed street maintenance funding increases from \$650,000 to \$1,000,000 in FY '23.
 - Contributions into the various capital equipment replacement funds will continue, although contribution amounts have increased



FY23 Budget Workshop June 28, 2022

Presented by:
Michael Rodgers, CPA
Director of Finance



Preliminary Budget Comparison All Funds

FY 2022 Annual Budget

FY 2023 Annual Budget

Revenue Before Transfers	\$35,793,370
Transfers Between Funds	589,910
Total Resources	36,383,280
Expenditures Before Transfers	28,534,750
Transfers Between Funds	5,645,890
Total Expenditures	34,180,640
Resources Over/(Under) Expenditures	\$ 2,202,640

Resources Over/(Under) Expenditures	\$ 2,453,320
Total Expenditures	41,296,260
Transfers Between Funds	9,329,820
Expenditures Before Transfers	31,966,440
T 11.	
Total Resources	43,749,580
Transfers Between Funds	2,469,470
Revenue Before Transfers	\$41,280,110



Funds To Be Discussed Today

- General Fund
- Debt Service Fund
- Information Technology Fund
- Building Maintenance Fund
- Hotel / Motel Tax Fund
- TIRZ Fund
- BEDC Fund



General Fund Year-End Forecast for FY 2022

	FY 2022	FY 2022
	Adopted	Year-End
	Budget	Estimate
Revenue	\$ 17,470,200	\$ 18,248,683
Expenditures	(17,470,200)	(17,489,648)
Incr/(Decr) to Reserve	\$ -	\$ 759,035



Forecast for FY 2022

- Sales tax revenue and permitting fees surpass budget by \$640,000 and \$320,000, respectively
- Property tax revenue may finish the year \$203,000 short of budget
- Total expenditures are expected to fall in line with budget

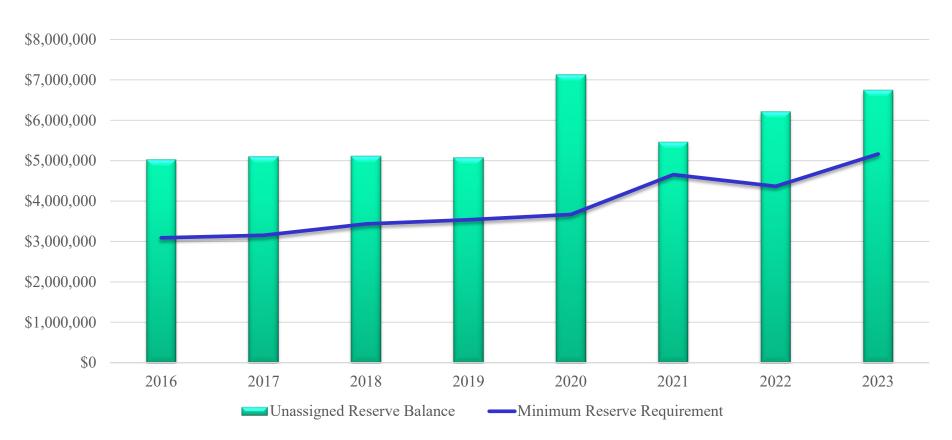


General Fund FY23 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2022	\$ 6,213,119	35.5%
Increases/(Decreases) to Fund Balance:		
FY23 Revenue	21,198,970	
FY23 Expenditures	(20,666,570)	
Net Increase/(Decrease) to Fund Balance	532,400	
Spendable Fund Balance, Sept 30, 2023	\$ 6,745,519	32.6%

The City has adopted a fund balance policy with the goal of achieving and maintaining fund balance equal to 30% of budgeted expenditures. At no time, shall fund balance fall below 25% of budgeted expenditures.

Status of General Fund Reserves FY16 to FY23





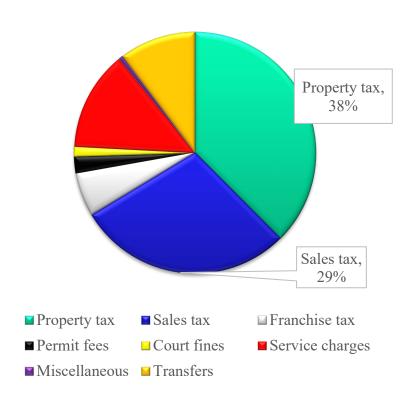
Budget to Budget Comparison by Revenue Category

General Fund Revenue Category	FY22 Budget	FY22 Estimate	FY23 Budget	Budget Inc / (Dec)
Property Tax	\$ 7,291,740	\$ 7,088,128	\$ 7,954,220	\$ 662,480
Sales Tax	4,917,660	5,558,031	6,113,840	1,196,180
Franchise & Other Tax	1,265,300	1,253,198	1,255,780	(9,520)
Permit Fees	293,720	614,519	474,840	181,120
Court Fines & Fees	303,070	274,871	276,290	(26,780)
Charges for Service	2,662,540	2,681,643	2,823,560	161,020
Miscellaneous	146,260	199,183	122,940	(23,320)
Transfers	589,910	579,110	2,177,500	1,587,590
Total Revenue	\$17,470,200	\$18,248,683	\$21,198,970	\$3,728,770



FY23 General Fund Revenue

Revenue Category	Amount	
Property Tax	\$ 7,954,220	
Sales Tax	6,113,840	
Franchise & Other Tax	1,255,780	
Permit Fees	474,840	
Court Fines & Fees	276,290	
Charges for Service	2,823,560	
Miscellaneous	122,940	
Transfers	2,177,500	
Total Revenue	\$21,198,970	



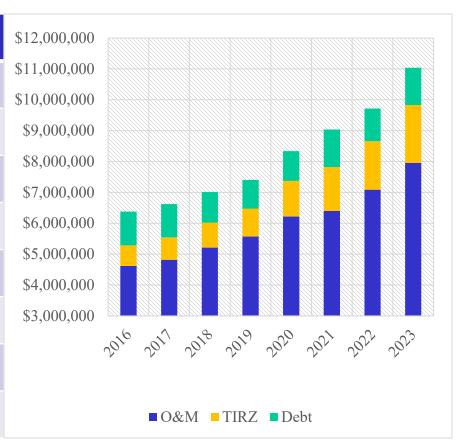


- <u>Preliminary</u> adjusted taxable value increases over 18% to \$1,825,298,271
 - Estimated TIRZ growth rate is 27%
 - Estimated non-TIRZ growth rate is 15%
- <u>Preliminary</u> budget includes O&M revenue from a voter-approval rate of \$0.5956
- Preliminary tax levy for city purposes (O&M plus debt service) would grow by \$746,000, and the levy dedicated to the TIRZ would increase by \$305,000



Property Tax History FY16 to FY23

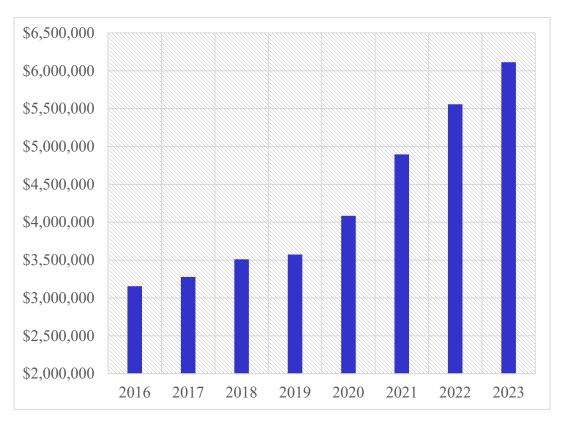
FY	O&M	TIRZ	Debt
2016	\$4,613,688	\$ 670,769	\$1,090,922
2017	4,816,716	728,658	1,074,343
2018	5,212,685	806,821	990,961
2019	5,568,951	901,067	934,987
2020	6,214,755	1,155,204	964,758
2021	6,395,900	1,421,889	1,218,672
2022 ^{Projected}	7,088,128	1,566,770	1,060,831
2023 ^{Budget}	7,954,220	1,871,930	1,209,933





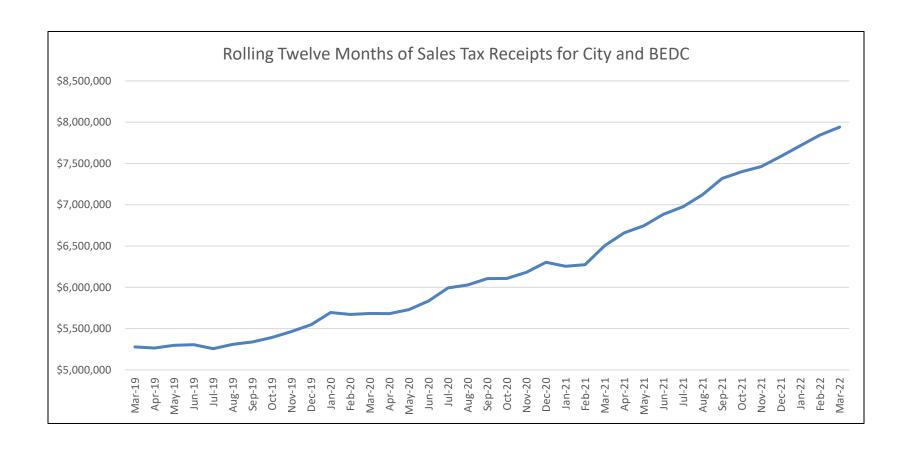
Sales Tax History FY16 to FY23

FY	Revenue
2016	\$3,155,659
2017	3,276,982
2018	3,510,104
2019	3,573,712
2020	4,085,122
2021	4,896,247
2022 ^{Projected}	5,558,031
2023 ^{Budget}	6,113,840



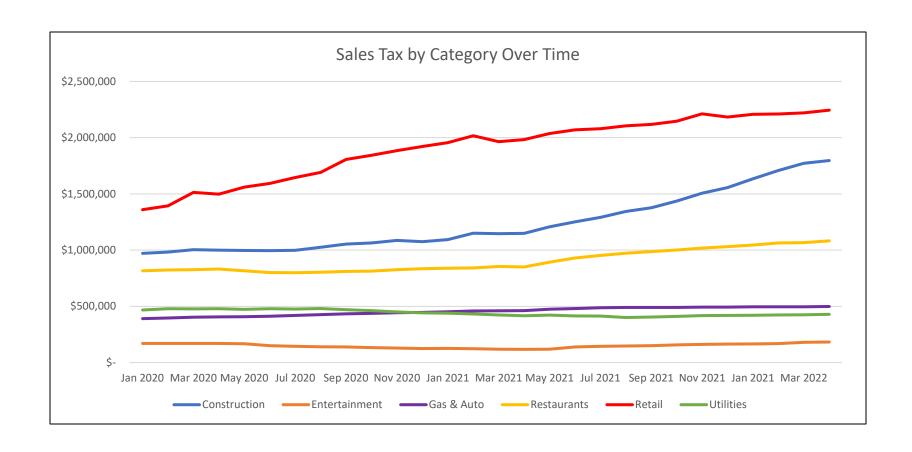


Sales Tax History





Sales Tax History by Category





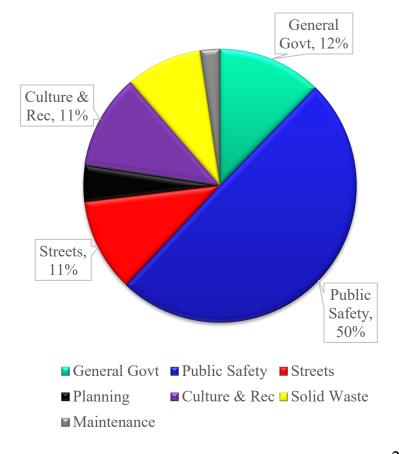
FY23 Other General Fund Revenue

- Transfers into the General Fund grow by \$1,587,000 to account for the use of ARPA funds (\$900,000) and personnel cost allocations (\$700,000)
- Refuse collection and contract fees increase by \$127,000 due to the rising customer count



FY23 General Fund Expenditures by Function

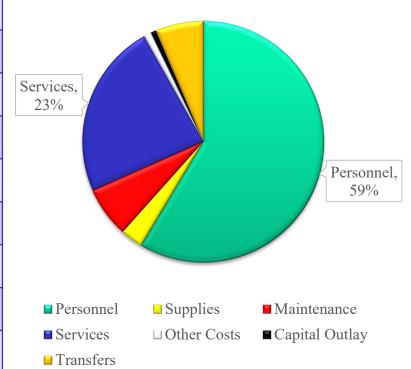
Function	FY23 Budget
General government	\$ 2,542,770
Public safety	10,282,670
Streets	2,280,110
Planning	890,010
Culture & recreation	2,328,440
Solid waste	1,862,240
Maintenance services	480,330
Total	\$ 20,666,570





FY23 General Fund Expenditures by Category

Expenditure Category	Amount
Personnel	\$12,103,550
Supplies	626,310
Maintenance	1,400,140
Services	4,859,840
Other Expenses	208,150
Capital Outlay	145,000
Transfers	1,323,580
Total Expenditures	\$20,666,570





Budget to Budget Comparison by Expenditure Category

General Fund Expenditure Category	FY22 Budget	FY22 Estimate	FY23 Budget	Budget Inc / (Dec)
Personnel	\$ 10,487,360	\$ 10,375,043	\$ 12,103,550	\$ 1,616,190
Supplies	535,860	594,953	626,310	90,450
Maintenance	1,015,100	597,220	1,400,140	385,040
Services	4,466,140	4,322,542	4,859,840	393,700
Other Costs	210,650	137,500	208,150	(2,500)
Capital Outlay	0	79,300	145,000	145,000
Transfers	755,090	1,383,090	1,323,580	568,490
Totals	\$ 17,470,200	\$ 17,489,648	\$20,666,570	\$ 3,196,370



- Personnel costs increase by a total of \$1,616,190
 - Compensation study implementation increases expenditures by \$1,100,000
 - A 2% cost of labor adjustment costs \$167,000
 - Merit increases up to 5% for all non-civil service employees raises costs by \$192,000
 - Two General Fund positions have been added
 - Deputy Court Clerk
 - Regional Director of Law Enforcement Peer Network (FY22)
 - The Director of Parks & Rec position will be reclassified into a Recreation Superintendent position



- The \$90,450 increase in supplies is a result of fuel expenditures that are up \$45,000 and the replacement of small equipment
- Appropriations for the annual street maintenance program increase from \$650,000 in FY 2022 to \$1,000,000 in FY 2023
- Refuse collection costs increase by \$108,000 due to a growing customer base



- The cost for information technology services increases by \$147,000
- Appropriations for legal services have been reclassified from personnel to services
- Capital expenditures totaling \$145,000 include
 - \$120,000 to replace all windows and install a gazebo at the Harris Center
 - \$25,000 to replace an EKG monitor for the Fire Department



- Transfers to other funds increase by \$648,490 to \$1,403,580
 - Transfers into the various equipment replacement funds increase by \$327,000 due to a higher contribution requirement
 - \$193,000 is transferred into the Water & Sewer Fund to reflect changes to the payroll allocation
 - \$30,000 is transferred into the capital projects fund to pave the PD South parking lot
 - \$40,000 is transferred for a match to the COPS grant that could add one task force officer



Debt Service Fund FY23 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2022 \$ (43,048)

Increases/(Decreases) to Fund Balance:

FY23 Revenue 1,210,760

FY23 Expenditures (1,196,380)

Net Increase/(Decrease) to Fund Balance 14,380

Spendable Fund Balance, Sept 30, 2023

(28,668)

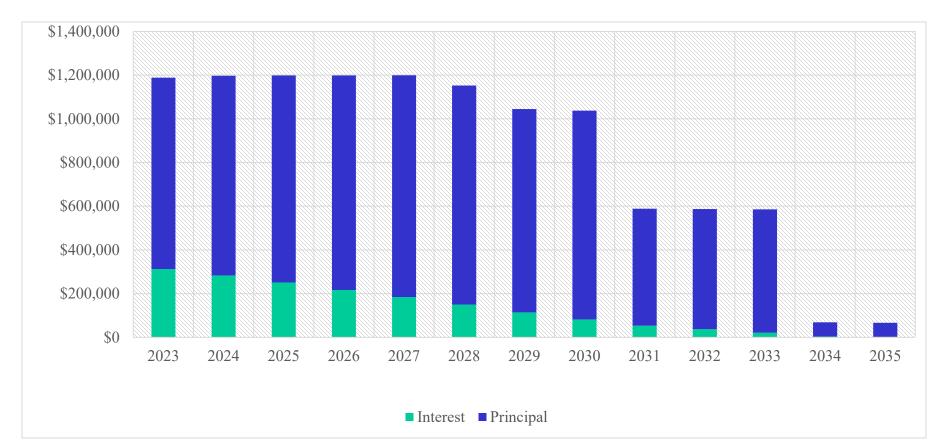


Outstanding Tax-Supported Debt for FY 2023

Bond Issuance Description	Outstanding Amount
General Obligation Bonds, Series 2003	\$ 200,000
General Obligation Bonds, Series 2005	555,000
Certificates of Obligation, Series 2008	571,725
Certificates of Obligation, Series 2015	750,000
G.O. Refunding Bonds, Series 2017	860,000
Certificates of Obligation, Series 2018	2,070,000
G.O. Refunding Bonds, Series 2019	4,395,000
Tax-Supported Debt Outstanding	\$ 9,401,725



Annual Debt Service Payments on Tax-Supported Debt



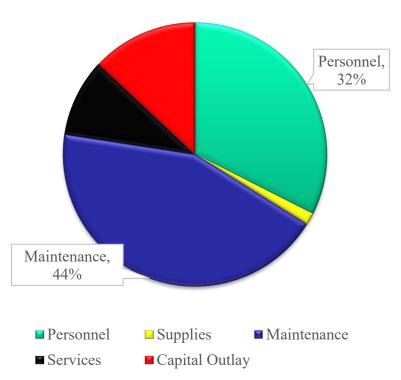
Information Technology Fund FY23 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2022	\$ 57,435
Increases/(Decreases) to Fund Balance:	
FY23 Revenue	1,065,740
FY23 Expenditures	(928,020)
Net Increase/(Decrease) to Fund Balance	137,720
Spendable Fund Balance, Sept 30, 2023	\$ 195,155



Information Technology Fund Expenses by Category

Expenditure Category	Amount
Personnel	\$ 301,020
Supplies	13,170
Maintenance	404,330
Services	88,500
Capital Outlay	121,000
Total Expenditures	\$ 928,020





Information Technology Fund Significant Changes

- Personnel costs increase by \$89,940 due to cost of labor adjustments, merit increases, and the addition on one IT Analyst position
- Expenses for supplies fall by \$124,000 after replacing several computers in FY 2022
- Capital outlay increases of \$121,000 includes
 - \$71,000 to replace computers and desk phones
 - \$50,000 for a mobile audio solution and trail cameras

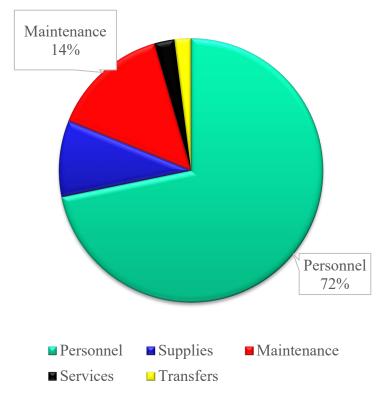
Building Maintenance Fund FY23 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2022	\$ 92,787
Increases/(Decreases) to Fund Balance:	
FY23 Revenue	489,440
FY23 Expenditures	(416,870)
Net Increase/(Decrease) to Fund Balance	72,570
Spendable Fund Balance, Sept 30, 2023	\$ 165,357



Building Maintenance Fund Expenses by Category

Expenditure Category	Amount
Personnel	\$299,200
Supplies	39,000
Maintenance	60,110
Services	10,180
Transfers	8,380
Total Expenditures	\$416,870





Building Maintenance Fund Significant Changes

• Personnel costs increase by \$13,000 due to cost of labor adjustments and merit increases

 Building maintenance costs decline by \$9,500 after exterior work at Fire Station #2 was completed during FY 2022



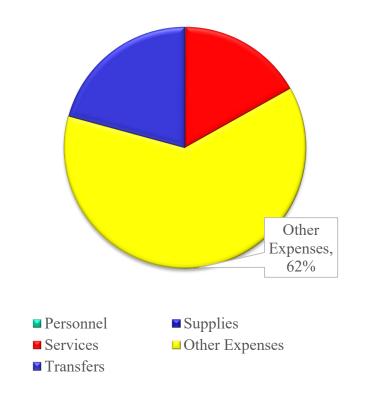
Hotel / Motel Tax Fund FY23 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2022	\$ 560,898
Increases/(Decreases) to Fund Balance:	
FY23 Revenue	288,600
FY23 Expenditures	(167,610)
Net Increase/(Decrease) to Fund Balance	120,990
Spendable Fund Balance, Sept 30, 2023	\$ 681,888



Hotel / Motel Tax Fund Expenditures by Category

Expenditure Category	Amount	
Personnel	\$ 0	
Supplies	100	
Services	28,170	
Other Expenses	104,500	
Transfers	34,840	
Total Expenditures	\$167,610	





Hotel/Motel Tax Fund Significant Changes

- Tax revenue grows by 10% to \$288,100
- Tourism sponsorship increases by \$30,000 to promote several events
- Visitor Center support remains at \$12,500



TIRZ Operating Fund FY23 Statement of Fund Balance

Increases/(Decreases) to Fund Balance:

FY23 Revenue

FY23 Expenditures

(2,630,640)

Projected Spendable Balance, Sept 30, 2022

Net Increase/(Decrease) to Fund Balance 398,590

Spendable Fund Balance, Sept 30, 2023 \$ 1,350,513

951,923



Tax Year 2022 Property Values

- Preliminary estimates show a 27% increase to captured values within the TIRZ to \$314,000,000
- Budgeted contributions are based upon a City tax rate of \$0.5956 and County rate of \$0.3680
- Property values and tax rates will likely change before budget finalization



Budget to Budget Comparison TIRZ Operating Fund Revenue

TIRZ Fund	FY22	FY22	FY23	Increase /
Revenue	Budget	Estimate	Budget	(Decrease)
City	\$1,553,820	\$1,566,770	\$1,871,930	\$ 318,110
County	981,110	915,998	1,156,600	175,490
Interest	4,000	575	700	(3,300)
Total	\$2,538,930	\$2,483,343	\$3,029,230	\$ 490,300

Budget to Budget Comparison TIRZ Operating Fund Expenditures

TIRZ Fund Expenditures	FY22 Budget	FY22 Estimate	FY23 Budget	Increase / (Decrease)
Services	\$ 35,000	\$ 37,220	\$ 10,000	\$ (25,000)
Debt Service	402,710	402,710	265,800	(136,910)
Grants	90,000	70,000	120,000	30,000
Transfers	1,682,530	1,682,530	2,234,880	552,350
Total	\$ 2,210,240	\$ 2,192,460	\$ 2,630,640	\$ 420,400



Outstanding Debt for FY 2023

Bond Issuance Description		Outstanding Amount	
G.O. Refunding Bonds, Series 2019	\$	255,000	
Revenue-Supported Debt Outstanding	\$	255,000	



Façade Grants

• \$95,350 of grants have been approved:

_	Arusha Coffee Company	126 N East St	\$11,500
_	Jo Mapel	108 W Central Ave	\$20,000
_	Woodhouse Day Spa	110 N Main St	\$20,000
_	Dean Winkler	207 E Central Ave	\$20,000
	Mary Garza	104 S Pearl St	\$ 5,400
	Be-You-Tiful Salon	108 N Main St	\$ 3,850
_	Roman Esparza	206 E Central Ave	\$ 4,800
_	Dominca Garza	122 N Pearl St	\$ 9,800

• FY 2023 budget includes an additional \$24,650 for potential grants that may be awarded during the year



Transfers

• Transfers to the TIRZ Capital Projects Fund will set aside funding for the following projects:

- Connell Street \$1,200,000

Southwest Parkway 750,000

Library Renovation 250,000

 Transfers to the General Fund will pay for a portion of the Retail Development Coordinator position



BEDC Operating Fund FY23 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2022 \$ 6,821,222 Increases/(Decreases) to Fund Balance:

FY23 Revenue 3,114,250

FY23 Expenditures (1,937,580)

Net Increase/(Decrease) to Fund Balance 1,176,670

Spendable Fund Balance, Sept 30, 2023 \$ 7,997,892

Budget to Budget Comparison BEDC Operating Fund Revenue

BEDC Fund	FY22	FY22	FY23	Increase /
Revenue	Budget	Estimate	Budget	(Decrease)
Sales Tax	\$2,418,500	\$2,778,599	\$3,056,460	\$637,960
Rental Income	27,600	27,600	27,600	0
Miscellaneous	9,230	14,844	30,190	20,960
Total	\$2,455,330	\$2,821,043	\$3,114,250	\$658,920

Budget to Budget Comparison BEDC Operating Fund Expenditures

BEDC Fund Expenditures	FY22 Budget	FY22 Estimate	FY23 Budget	Increase / (Decrease)
Personnel	\$ 218,600	\$ 233,858	\$ 275,910	\$ 57,310
Supplies	5,080	2,050	5,170	90
Maintenance	76,190	35,600	86,740	10,550
Services	185,390	154,110	219,760	34,370
Capital Outlay	50,000	0	50,000	0
Transfers	150,000	150,000	1,300,000	1,150,000
Total	\$ 685,260	\$ 575,618	\$1,937,580	\$1,252,320



BEDC Fund Significant Changes

- Sales tax revenue grows 10% over the FY 2022 estimate to \$3,056,460
- Miscellaneous income rises as the Chamber of Commerce reimburses a portion of the Administrative Assistant salary
- Personnel costs increase by \$57,310 due cost of labor adjustments, merit increases, and the conversion of a part-time Administrative Assistant position into a full-time position
- Transfers to capital projects will provide \$1,300,000 for S Pearl / E Avenue J street reconstruction



In Summary

- A growing property tax base provides sufficient resources to sustain current service levels
- Sales tax revenue continues to rise
- General Fund budget includes
 - Two additional FTE positions plus the city match for one additional police officer position that could be funded with a COPS grant
 - Compensation study implementation
 - Cost of labor adjustment of 2% for all employees
 - Merit adjustments up to 5% for non-civil service employees



In Summary

- Annual street maintenance funding reaches \$1,000,000
- Contributions into the various equipment replacement funds increase to cover future needs
- Debt service remains stable at \$1.2 million
- The Information Technology Fund will add one position
- Hotel/Motel Tax Fund revenue grows 10%
- The TIRZ Fund and BEDC Fund set aside funding for major capital projects



Upcoming Budget Calendar

Meeting Date	Budget Item to be Presented
July 12	-Discuss the 2023-2027 Capital Improvements Program
July 26	-Presentation of fee schedule changes
August 9	-Present the FY23 Proposed Annual Budget to City Council -Call date for public hearing on the proposed budget -Propose a property tax rate -Call date for public hearing on the property tax rate -Present the Strategic Plan
September 6 (Special)	-Hold public hearings on budget and property tax rate -Receive public input on the Strategic Plan -Adopt fee schedule
September 13	-Adopt Strategic Plan, FY23 Annual Budget, and tax rate



Questions/Comments?