



2412-100-378

Sale of Property (Miller Heights Elementary School)

Issue Date: 12/1/2024

Questions Deadline: 1/7/2025 12:00 PM (CT)

Response Deadline: 1/9/2025 12:00 PM (CT)

Contact Information

Contact: Tammy Shannon, Purchasing Director

Address: 1220 Huey Drive
Belton, TX 76513

Phone: (254) 2152174

Fax: (254) 215-2171

Email: tammy.shannon@bisd.net

Event Information

Number: 2412-100-378
Title: Sale of Property (Miller Heights Elementary School)
Type: Request for Proposal
Issue Date: 12/1/2024
Question Deadline: 1/7/2025 12:00 PM (CT)
Response Deadline: 1/9/2025 12:00 PM (CT)
Notes: The Belton Independent School District ("BISD" or the "District") is accepting offers for the purchase of Miller Heights Elementary School, a 40,329 square foot facility situated on 8.36 acres at 1110 Fairway, Belton, Texas.

Billing Information

Contact: Accounts Payable
Address: 400 N Wall
Belton, TX 76513
Phone: (254) 215-2010
Email: accountspayable@bisd.net

Bid Attachments

CIQ Revised Jan 2021.pdf

CIQ Revised Jan 2021

[Download](#)

Felony Conviction Notice.docx

Felony Conviction Notice Form

[Download](#)

HB 1295 Form Example Revised 11.1.24.pdf

HB 1295 Form Example - NOTE the website is <https://www.ethics.state.tx.us/filinginfo/1295>.

[Download](#)

Bid Offer Form.pdf

Bid Offer Form

[Download](#)

Property Earnest Money Contract.pdf

Property Earnest Money Contract

[Download](#)

Property Sample Warranty Deed.pdf

Property Sample Warranty Deed

[Download](#)

C-003-24 Miller Heights Elementary_Belton.pdf

Appraisal document for Miller Heights Elementary

[Download](#)

Requested Attachments

CIQ

(Attachment required)

Conflict of Interest Questionnaire

HB 1295 Form

(Attachment required)

HB 1295 Form

Felony Conviction Notice

(Attachment required)

Felony Conviction Notice Form

Bid Documents

(Attachment required)

Required Forms - Bid Offer Form, Warranty Deed Form, and Earnest Money Contract Form

Bid Attributes

1 Instructions to Bidders

The Belton Independent School District ("BISD" or the "District") is accepting offers for the purchase of Miller Heights Elementary School, a 40,329 square foot facility situated on 8.36 acres at 1110 Fairway, Belton, Texas.

1. Offers must be submitted in a sealed envelope and must be received at the office of the Director of Purchasing, Belton ISD Support Services Building, located at 1220 Huey Drive, Belton, Texas 76513 on or before 12:00 pm on Thursday, January 9, 2025. Offers received prior to the deadline will be date and time-stamped. All bidders must comply with the bid specifications and bids must be submitted on the bid forms in this bid package. Incomplete or incorrectly bids may be rejected, the right to reject any or all bids.

BID PACKETS RECEIVED AFTER THIS DATE AND TIME CANNOT BE ACCEPTED. Bids may be personally delivered, sent by U.S. Postal Service, Federal Express or by other express delivery. FAXED PROPOSALS WILL NOT BE ACCEPTED. To be considered, Responses must be received at the above address no later than the date and time indicated above.

BELTON ISD IS NOT RESPONSIBLE FOR NEGLECT, ERROR, OR OTHER FAILURE OF THE U. S. POSTAL SERVICE OR AN EXPRESS DELIVERY SERVICE TO DELIVER A SUBMISSION BY THE DEADLINE OR TO A LOCATION OTHER THAN THE OFFICE ADDRESS ABOVE. OFFERORS ASSUME ALL RISK OF SUBMISSION BY MAIL OR DELIVERY SERVICE.

2. The sealed envelope must be marked: SEALED BID, SALE OF MILLER HEIGHTS ELEMENTARY SCHOOL, RFP #2412-100-378.

3. Offers shall be submitted on the Sealed Bid Offer Form. Belton ISD will entertain an exchange for other land.

4. Notice to bidders: This property has been appraised at a value of \$686,000. While BISD reserves the right to accept any or no bid, bids below this appraised value are less likely to receive substantial consideration.

5. The property is sold subject to any conditions, covenants, easements, mineral interests and restrictions of record in the Deed Records of Bell County, Texas.

6. The property and all existing improvements are sold AS IS AND WITH ALL FAULTS. Belton ISD makes no representations or warranties whatever, express or implied, regarding the condition of the property. Belton ISD further DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES as to the condition of the property and further DISCLAIMS THAT THE PROPERTY IS FIT OR SUITABLE FOR ANY PURPOSE OR USE INTENDED BY THE OFFEROR OR PURCHASER.

7. Additional terms of sale are included in the enclosed Earnest Money Contract Form. These terms may be waived or modified in the sole discretion of Belton ISD.

8. Conveyance of the property to the successful offeror shall be by no warranty deed.

9. A \$50,00.00 escrow deposit from the successful offeror is required as part of this transaction.

10. Offers will be evaluated by the Board of Trustees or its delegate. The Board will accept the offer in the best interests of Belton ISD and may consider any relevant factors affecting the interests of Belton ISD.

11. Bids may not be made public pending negotiations with the top-ranked offeror.
12. Offerors should include a statement of their planned use of the property, and offerors may be required to appear before the Board of Trustees to discuss their planned use. Belton ISD reserves the right to include its deed reservations or restrictions regarding the future use of the property by offeror and successors.
13. Offerors shall complete and submit the Felony Conviction Notice.
14. Offerors shall complete and submit the Conflict-of-Interest Questionnaire.
15. Offers shall complete and submit the HB 1295 form.
16. This bid packet contains the following documents:

Appraisal Documentation
Sealed Bid Offer Form
Earnest Money Contract Form
Sample Warranty Deed

Offerors may withdraw their proposals at any time prior to the bid due date and time. No offeror shall withdraw or cancel his/her offer for a period of sixty (60) days after the specified closing time. Once BISD accepts an offer and notifies the successful buyer, that offer may be withdrawn, canceled, or modified only at the request of the school district.

BISD reserves the right to amend this notice and the terms set forth herein, to accept or reject any offers, to waive any and all irregularities and formalities, and to accept the offer that is in the best interest of BISD.

2 Conflict of Interest

Conflict of Interest Questionnaire (Form CIQ) is required to be submitted by vendor or other person doing business with a local government entity in accordance with Chapter 176, Local Government Code. Please acknowledge any known conflicts of interest with local government officer.

☐ No conflicts of interest ☐ Yes, Form CIQ will be filed

(Optional: Check only one)

3 Disclosure of Interested Parties - Form 1295 Process

This requirement became effective for all contracts/agreements that the District enters into after December 31, 2015. This disclosure will be required of the vendor that is selected for the award of this bid/proposal. The awarded contract will not be valid until the process is complete. The rules from the Texas Ethics Commission for this process along with instructional videos for Business Entities can be found at the following web site:

<https://www.ethics.state.tx.us/filinginfo/1295/>.

You must visit the Texas Ethics Commission's (TEC) to complete this process. A certified form from the TEC will be the only acceptable document.

FORM 1295 IS NOT REQUIRED FOR A PUBLICLY TRADED BUSINESS ENTITY, INCLUDING A WHOLLY OWNED SUBSIDIARY OF THE BUSINESS ENTITY.

☐ Yes, I will submit form ☐ No, I will not submit form

(Required: Check only one)

4 Felony Conviction Notification

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

~~Is your firm owned or operated by anyone who has been convicted of a felony?

☐ No ☐ Yes ☐ Publicly Held

(Required: Check only one)

5 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 1000 characters allowed)

6 Resident Bidder's Certification

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. "Governmental contract" means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment.

Section 2252.001(1) DEFINITIONS

(3) "Nonresident bidder" refers to a bidder whose principal place of business is not in the State of Texas (4) "Resident bidder" refers to a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

~~Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

☐ Yes, my company is Texas Resident Bidder ☐ No, my company is NOT a Resident Bidder

(Required: Check only one)

7 If not a Resident of Texas? Where do you reside?

(Optional: Maximum 1000 characters allowed)

8 Remedies and Applicable Laws

This contract shall be governed by the laws of the State of Texas and disputes pertaining to this contract shall be brought only in the courts of the State of Texas in Bell County.

☐ Acknowledged

(Required: Check if applicable)

9 Certificate Regarding Debarment Suspension

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By submitting this offer and signing this certificate you (the Vendor): (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule. ~~Please check if you agree to the Certificate Regarding Debarment Suspension.

~~This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

10 No Contact Policy

Belton ISD has implemented a procedure prohibiting lobbying, contact or soliciting School District staff members or members of the Board of Trustees during the selection process. Please acknowledge compliance with the district procedure and certify that all employees, agents, consultants, or representatives of the representing firm have not or will not contact, solicit, or lobby School District staff members, members of the Board of Trustees regarding the above mention solicitation from date of first advertisement through final action of this solicitation by the Board of Trustees.

☐ Acknowledged

(Required: Check if applicable)

11 Authorized Signature

The undersigned, in submitting this Proposal and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Proposal; that he/she will abide by all the policies and procedures of Belton ISD; and that he/she has read this entire Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this Proposal.

~~This is your electronic signature.

☐ Yes, I will abide ☐ No, I will not abide

(Required: Check only one)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

Felony Conviction Notice

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

I, undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

(Attach additional sheet if necessary)

Details of Conviction(s): _____

(Attach additional sheet if necessary)

Signature of Company

Official: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS HB 1295

House Bill 1295 requires all vendors awarded district solicitations by the Board of Trustees to complete a Certificate of Interested Parties form. Vendors are required to complete an online form through the Texas Ethics Commission in order for the district to process a contract or purchase order for products or services from awarded vendors. The link below provides additional information on how this process will take place. This **must** be done before doing business with the vendor.

www.ethics.state.tx.us

It is recommended that vendors watch the video related to submitting a Form 1295 at this website. After the vendor completes the electronic form, they will be prompted to print the form and return it to the Purchasing Department, by mail or via the electronic method assigned and will be filed with the contract.

The Purchasing Department will complete the required electronic acknowledgement of the vendor's 1295 form.

It is critical that these steps are followed in a timely manner. **The District's Purchasing Department has only 30 days** to complete the process with the Texas Ethics Commission after the approval of the board. It is critical that these steps are followed in a timely manner.

PLEASE NOTE:

The Form 1295 must be completed for every contract entered into with Belton ISD that will be awarded by the board.

Failure to comply with HB 1295 will prevent the District from conducting business with the vendor.

If you have questions, please contact Tammy Shannon, the Director of Purchasing.

The Texas Ethics Commission can be reached at 512-463-5800 to assist vendors with specific questions and technical support.

EXAMPLE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. THE NAME OF YOUR BUSINESS CITY, STATE		Certificate Number:	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. BELTON ISD ← USE THIS FOR OTHER GOVT AGENCY		Date Filed:	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. XXXX-XXX-XXX, TYPE OF GOODS/SERVICES ← BID/RFP/RCSP # PROVIDED BY BISD & DESCRIPTION OF GOODS/SERVICES PROVIDED TO DISTRICT		Date Acknowledged:	
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) Controlling Intermediary
5 Check only if there is NO Interested Party. ☐			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
NOTARY SEAL		SIGNATURE OF FORM SIGNER	
AFFIX NOTARY STAMP / SEAL ABOVE		_____ Signature of authorized agent of contracting business entity	
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.			
TO BE COMPLETED BY NOTARY PUBLIC			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
		_____ Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			

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

No Warranty Deed

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE
	§	PRESENTS
COUNTY OF BELL	§	

THAT, subject to the conditions and restrictions below, the Belton Independent School District ("Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY to _____ ("Grantee"), whose address is _____ the tract of 8.36 acres described in the Appraisal Report attached hereto as Exhibit A and made a part of this instrument ("Property" hereinafter).

Grantor excludes and excepts any warranties, express or implied, regarding the Property, including without limitation, any warranties arising by common law or section 5.023 of the Property Code or its successor. Grantor reserves and excepts all of the mineral rights in the described property for Grantor, Grantor's heirs, executors, and assigns, this reservation being understood to include by its terms, oil, gas, and any other minerals on, in, and under the property conveyed.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions stated above, to Grantee, its successors and assigns forever without warranty of any kind.

Executed this _____ day of _____, 202__.

BELTON INDEPENDENT SCHOOL DISTRICT

By: _____
President of the Board of Trustees

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on _____, 2024, by _____, Board President of and duly authorized agent for Belton Independent School District, on behalf of Belton Independent School District, a political subdivision of the State of Texas.

Notary Public, State of Texas

EARNEST MONEY CONTRACT

STATE OF TEXAS §
 §
COUNTY OF BELL §

This Earnest Money Contract ("Contract") is made by and between BELTON INDEPENDENT SCHOOL DISTRICT, of Belton, Texas, hereinafter referred to as "Seller," and _____ hereinafter referred to as "Buyer" upon the terms and conditions set forth herein.

ARTICLE I

Purchase and Sale

1.01. Subject to the terms hereof, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, a 40,329 square foot facility situated on 8.36 acres at 1110 Fairway, Belton, Texas located in Bell County, Texas, locally known as the Miller Heights Elementary School more particularly described in Exhibit A attached hereto (hereinafter the "Property").

1.02 **Reservation from sale.** Seller reserves and excepts from this sale, however, all mineral rights in the described property for grantor, grantor's heirs, executors, and assigns, this reservation being understood to include by its terms, oil, gas, and any other minerals on, in, and under the property conveyed.

ARTICLE II

Purchase Price

2.01. The "Purchase Price" of the Property shall be the total sum of \$_____. Buyer shall forthwith deposit with the "Title Company" (as defined in Article V of this Contract), the sum of \$50,00.00 as earnest money to bind this sale (the "Earnest Money").

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at closing.

ARTICLE III

Condition of Title and Title Report and Survey

3.01. **Preliminary Title Report.** From the date of receipt of the Earnest Money by the Title Company herein, Title Company shall with due diligence prepare and issue to both Seller and Buyer a preliminary title report (the "Title Report") concerning the Property.

3.02 **Procedures for Objections to Title.** Buyer shall give Seller written notice on or before the expiration of 15 days after Buyer receives the Title Report, that the condition of title, as set forth in the Title Report, is not satisfactory, and in such event Seller may, but shall not be required to, promptly make all reasonable efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller (i) fails or is unable to eliminate such exceptions to title to the

reasonable satisfaction of Buyer within 7 days prior to the date of closing, or (ii) provides written notice to Buyer of Seller's unwillingness to remove an objection to title, Buyer, at its option, may terminate this Contract without liability to Seller by providing Seller with written notice of same prior to closing, in which event the Earnest Money shall be returned to Buyer, as Buyer's sole remedy. Buyer may also, at its option, waive any unacceptable matters and require that Seller proceed to closing as required herein by providing Seller with written notice of same.

3.03 **Survey.** Buyer, at Buyer's expense, will furnish a metes and bounds survey of the Property, if needed.

ARTICLE IV

Condition of Property

4.01 **No Warranty.**

EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING IN WHOLE OR IN PART ON ANY STATEMENT MADE OR INFORMATION OR DOCUMENTATION PROVIDED BY OR ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND, TYPE, CHARACTER, OR NATURE WHATSOEVER, MADE OR FURNISHED BY SELLER, ITS AGENTS, ADMINISTRATORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, ATTORNEYS, TRUSTEES, OR OTHER AFFILIATES.

4.02 **Property is Sold "As Is."**

EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY BUYER ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION THAT MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE ON ANY REPRESENTATION, WARRANTY, AGREEMENT,

OR STATEMENT BY SELLER, OR ANYONE ACTING ON SELLER'S BEHALF, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) BUYER HAS, OR WILL HAVE BEFORE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT THAT BUYER MAY DEEM NECESSARY IN ORDER TO FULLY EVALUATE THE PROPERTY; AND (C) BUYER IS RELYING SOLELY ON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER IN PURCHASING THE PROPERTY. EXCEPT FOR THOSE MATTERS EXPRESSLY STATED IN THIS CONTRACT AND ANY ATTACHMENTS, SELLER HAS NO (AND BUYER WAIVES ANY) OBLIGATION TO DISCLOSE ANY AND ALL MATERIAL FACTS REGARDING THE PROPERTY, REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY BUYER. TO THE GREATEST EXTENT ALLOWED BY LAW, SELLER SPECIFICALLY — WITHOUT LIMITATION — DISCLAIMS ANY AND ALL LIABILITY OR WARRANTY FOR ANY CONSTRUCTION DEFECTS.

4.03 **Environmental Matters.** After Closing, as between Buyer and Seller, the risk of liability or expense for environmental problems affecting the Property will be Buyer's absolute responsibility, regardless of whether such environmental problems existed or were known or unknown at Closing.

BUYER HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS MAY EXIST ON THE PROPERTY, INCLUDING ASBESTOS, AND HEREBY RELEASES SELLER FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS, OR EXPENSES THAT COULD ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. BUYER FURTHER AGREES TO PROTECT, RELEASE, DEFEND, INDEMNIFY, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, ACTIONS, SUITS, LIABILITY, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND EXPENSES FOR THE DEFENSE THEREOF, ARISING FROM ANY ENVIRONMENTAL PROBLEMS, INCLUDING, WITHOUT LIMITATION, LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS WATER CODE, THE CLEAR WATER ACT, THE

CLEAN AIR ACT, OR THE UNDERGROUND INJECTION CONTROL PROGRAM OF THE SAFE DRINKING WATER ACT.

4.04 **No Other Commissions.** Buyer and Seller each represent and warrant to the other that no real estate broker or agent has been used or consulted by such representing party in connection with the negotiation or execution of this Contract or the purchase and sale of the Property.

BUYER AGREES THAT BUYER WILL DEFEND, INDEMNIFY, AND HOLD THE SELLER HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, AND ACTIONS BY THIRD PARTIES FOR BROKERAGE, COMMISSION, FINDER'S, OR OTHER FEES RELATIVE TO NEGOTIATION OR EXECUTION OF THIS CONTRACT OR THE PURCHASE AND SALE OF THE PROPERTY, AND ANY COURT COSTS, ATTORNEYS' FEES, OR OTHER COSTS OR EXPENSES ARISING THEREFROM, ALLEGED TO BE CAUSED BY THE INDEMNIFYING PARTY'S ACTS.

4.05 **No Waiver.** Buyer expressly understands that Seller is a political subdivision of the State of Texas, and nothing in this Contract will be construed as a waiver or relinquishment by Seller of its right to claim such exemptions, privileges, and immunities as may be provided by law.

4.06 **Inspections.** Buyer and Buyer's agents may enter the Property before the Closing Date to inspect it, as long as they do not unreasonably interfere with existing activities on or occupants of the Property. Buyer agrees to abide by reasonable entry rules imposed by Seller.

4.07 **DTPA.** Buyer acknowledges and agrees, on its own behalf and on behalf of any permitted assigns and successors of Buyer hereafter, that the Texas Deceptive

Trade Practices-Consumer Protection Act, Subchapter E of Chapter 17 of the Texas Business and Commerce Code (the "DTPA"), is not applicable to this transaction. Accordingly, Buyer's rights and remedies with respect to the transaction contemplated under this Contract, and with respect to all acts or practices of the Seller — past, present, and future — in connection with such transaction, shall be governed by legal principles other than the DTPA.

ARTICLE V

Closing

5.01. The Closing shall be held at the District's Title located in Bell County, Texas, herein known as "Title Company". Closing shall be on or before _____ or at such time, date, and place as Seller and Buyer may agree upon (which date is herein referred to as the "Closing").

5.02 At the Closing, Buyer shall pay Seller the amount of the Purchase Price as provided above and Seller shall deliver to Buyer a duly executed and acknowledged No Warranty Deed conveying Seller's title in the surface estate to the Property and to the extent authorized by the Seller's Board of Trustees, subject to all covenants, conditions, reservations, restrictions, and interests of record.

5.03 Title Company shall deliver to Buyer, at Buyer's sole expense, a Texas Owner's Title Policy issued by a title insurance company acceptable to Buyer in Buyer's favor in the full amount of the Purchase Price, insuring Buyer's title to be conveyed,

subject to those title exceptions appearing in the Policy including the standard printed exceptions contained in the usual form of the Texas Owner's Title Policy.

5.04 **Closing Costs.** The following costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Owner's Title Policy:	Belton Independent School District
Escrow fee:	Belton Independent School District and Buyer, equally
Survey costs:	Buyer
Filing fees:	Buyer
Attorney's fees:	Seller and Buyer to their respective attorneys
General Real Estate Taxes:	There shall be no property tax proration as a part of this transaction. Seller is a political subdivision of the state of Texas and has no ad valorem tax liability. Seller assumes no responsibility for any outstanding taxes as may be due from its predecessors in interest. Any rollback taxes as may become due because of a change in use of the Property or on any other basis are not the responsibility of Seller, and Seller shall have no liability to Buyer for same.

5.05 The failure of this transaction to close on the date for closing, unless extended by mutual agreement of the parties, shall effect an automatic termination of this contract, and the Earnest Money shall be paid to Buyer or Seller as elsewhere provided herein.

ARTICLE VI

Earnest Money

6.01. At the Closing, Buyer's Earnest Money shall be paid over to Seller and applied to the Purchase Price.

ARTICLE VII

Breach by Seller

7.01. In the event Seller shall fail to consummate the sale of the Property in violation of Seller's obligation to do so, and Buyer is not in default hereunder, Buyer may terminate this Contract and receive the Earnest Money as liquidated damages, thereby releasing the parties from this Contract.

ARTICLE VIII

Breach by Buyer

8.01 In the event Buyer should fail to consummate the purchase of the Property, Seller shall have the right to be paid the Earnest Money, may enforce specific performance of this Contract against Buyer, or may seek any other legal or equitable remedy at Seller's discretion.

ARTICLE IX

Miscellaneous

9.01 This Contract is subject to the following additional terms and conditions:

a. **Assignment of Contract.** This Contract is not assignable by Buyer or Seller.

b. **Survival of Covenants.** Representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, which are expressly provided herein to survive Closing or which pertain to a period of time

following Closing, shall survive Closing and shall remain enforceable and binding under this Contract.

c. **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas. Venue for any action under this Contract shall be in Bell County, Texas.

d. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, representatives, successors, and assigns.

e. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

f. **Prior Agreements Superseded.** This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within matter.

g. Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to the Seller or any past or present trustee, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

EFFECTIVE as of the date of delivery and receipt of a fully executed original of this Contract and Earnest Money to the Title Company.

SELLER:

BELTON INDEPENDENT SCHOOL DISTRICT

By: _____

DATE: _____

Title: President, Board of Trustees

BUYER:

By: _____

DATE: _____

Authorized Representative

(Type or print name of authorized representative)

(Title of authorized representative)

Receipt of a fully executed original of the Contract and earnest money in the amount of \$_____ is hereby acknowledged.

BELTON ISD TITLE COMPANY

By: _____

Time: _____

Date: _____

**BELTON INDEPENDENT SCHOOL DISTRICT
SALE OF PROPERTY (HUEY DRIVE)
SEALED BID OFFER FORM
RFP #2412-100-378**

1. Name and Address of Offeror:

2. Telephone and Fax Numbers and Email:

Telephone: _____

Fax: _____

Email: _____

3. Person to Contact:

4. Bid for Miller Heights Elementary School, a 40,329 square foot facility situated on 8.36 acres at 1110 Fairway, Belton, Texas.

\$ _____

5. Land Exchange Option

THIS OFFER SHALL REMAIN OPEN FOR 60 DAYS.

OFFEROR:

Authorized Representative:

(Signature)

Date: _____

(Print your name here)

Title: _____

EARNEST MONEY CONTRACT

STATE OF TEXAS §
 §
COUNTY OF BELL §

This Earnest Money Contract ("Contract") is made by and between BELTON INDEPENDENT SCHOOL DISTRICT, of Belton, Texas, hereinafter referred to as "Seller," and _____ hereinafter referred to as "Buyer" upon the terms and conditions set forth herein.

ARTICLE I

Purchase and Sale

1.01. Subject to the terms hereof, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, a 40,329 square foot facility situated on 8.36 acres at 1110 Fairway, Belton, Texas located in Bell County, Texas, locally known as the Miller Heights Elementary School more particularly described in Exhibit A attached hereto (hereinafter the "Property").

1.02 **Reservation from sale.** Seller reserves and excepts from this sale, however, all mineral rights in the described property for grantor, grantor's heirs, executors, and assigns, this reservation being understood to include by its terms, oil, gas, and any other minerals on, in, and under the property conveyed.

ARTICLE II

Purchase Price

2.01. The "Purchase Price" of the Property shall be the total sum of \$_____. Buyer shall forthwith deposit with the "Title Company" (as defined in Article V of this Contract), the sum of \$50,00.00 as earnest money to bind this sale (the "Earnest Money").

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at closing.

ARTICLE III

Condition of Title and Title Report and Survey

3.01. **Preliminary Title Report.** From the date of receipt of the Earnest Money by the Title Company herein, Title Company shall with due diligence prepare and issue to both Seller and Buyer a preliminary title report (the "Title Report") concerning the Property.

3.02 **Procedures for Objections to Title.** Buyer shall give Seller written notice on or before the expiration of 15 days after Buyer receives the Title Report, that the condition of title, as set forth in the Title Report, is not satisfactory, and in such event Seller may, but shall not be required to, promptly make all reasonable efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller (i) fails or is unable to eliminate such exceptions to title to the

reasonable satisfaction of Buyer within 7 days prior to the date of closing, or (ii) provides written notice to Buyer of Seller's unwillingness to remove an objection to title, Buyer, at its option, may terminate this Contract without liability to Seller by providing Seller with written notice of same prior to closing, in which event the Earnest Money shall be returned to Buyer, as Buyer's sole remedy. Buyer may also, at its option, waive any unacceptable matters and require that Seller proceed to closing as required herein by providing Seller with written notice of same.

3.03 **Survey.** Buyer, at Buyer's expense, will furnish a metes and bounds survey of the Property, if needed.

ARTICLE IV

Condition of Property

4.01 **No Warranty.**

EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING IN WHOLE OR IN PART ON ANY STATEMENT MADE OR INFORMATION OR DOCUMENTATION PROVIDED BY OR ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND, TYPE, CHARACTER, OR NATURE WHATSOEVER, MADE OR FURNISHED BY SELLER, ITS AGENTS, ADMINISTRATORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, ATTORNEYS, TRUSTEES, OR OTHER AFFILIATES.

4.02 **Property is Sold "As Is."**

EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY BUYER ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION THAT MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE ON ANY REPRESENTATION, WARRANTY, AGREEMENT,

OR STATEMENT BY SELLER, OR ANYONE ACTING ON SELLER'S BEHALF, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) BUYER HAS, OR WILL HAVE BEFORE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT THAT BUYER MAY DEEM NECESSARY IN ORDER TO FULLY EVALUATE THE PROPERTY; AND (C) BUYER IS RELYING SOLELY ON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER IN PURCHASING THE PROPERTY. EXCEPT FOR THOSE MATTERS EXPRESSLY STATED IN THIS CONTRACT AND ANY ATTACHMENTS, SELLER HAS NO (AND BUYER WAIVES ANY) OBLIGATION TO DISCLOSE ANY AND ALL MATERIAL FACTS REGARDING THE PROPERTY, REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY BUYER. TO THE GREATEST EXTENT ALLOWED BY LAW, SELLER SPECIFICALLY — WITHOUT LIMITATION — DISCLAIMS ANY AND ALL LIABILITY OR WARRANTY FOR ANY CONSTRUCTION DEFECTS.

4.03 **Environmental Matters.** After Closing, as between Buyer and Seller, the risk of liability or expense for environmental problems affecting the Property will be Buyer's absolute responsibility, regardless of whether such environmental problems existed or were known or unknown at Closing.

BUYER HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS MAY EXIST ON THE PROPERTY, INCLUDING ASBESTOS, AND HEREBY RELEASES SELLER FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS, OR EXPENSES THAT COULD ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. BUYER FURTHER AGREES TO PROTECT, RELEASE, DEFEND, INDEMNIFY, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, ACTIONS, SUITS, LIABILITY, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND EXPENSES FOR THE DEFENSE THEREOF, ARISING FROM ANY ENVIRONMENTAL PROBLEMS, INCLUDING, WITHOUT LIMITATION, LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS WATER CODE, THE CLEAR WATER ACT, THE

CLEAN AIR ACT, OR THE UNDERGROUND INJECTION CONTROL PROGRAM OF THE SAFE DRINKING WATER ACT.

4.04 **No Other Commissions.** Buyer and Seller each represent and warrant to the other that no real estate broker or agent has been used or consulted by such representing party in connection with the negotiation or execution of this Contract or the purchase and sale of the Property.

BUYER AGREES THAT BUYER WILL DEFEND, INDEMNIFY, AND HOLD THE SELLER HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, AND ACTIONS BY THIRD PARTIES FOR BROKERAGE, COMMISSION, FINDER'S, OR OTHER FEES RELATIVE TO NEGOTIATION OR EXECUTION OF THIS CONTRACT OR THE PURCHASE AND SALE OF THE PROPERTY, AND ANY COURT COSTS, ATTORNEYS' FEES, OR OTHER COSTS OR EXPENSES ARISING THEREFROM, ALLEGED TO BE CAUSED BY THE INDEMNIFYING PARTY'S ACTS.

4.05 **No Waiver.** Buyer expressly understands that Seller is a political subdivision of the State of Texas, and nothing in this Contract will be construed as a waiver or relinquishment by Seller of its right to claim such exemptions, privileges, and immunities as may be provided by law.

4.06 **Inspections.** Buyer and Buyer's agents may enter the Property before the Closing Date to inspect it, as long as they do not unreasonably interfere with existing activities on or occupants of the Property. Buyer agrees to abide by reasonable entry rules imposed by Seller.

4.07 **DTPA.** Buyer acknowledges and agrees, on its own behalf and on behalf of any permitted assigns and successors of Buyer hereafter, that the Texas Deceptive

Trade Practices-Consumer Protection Act, Subchapter E of Chapter 17 of the Texas Business and Commerce Code (the "DTPA"), is not applicable to this transaction. Accordingly, Buyer's rights and remedies with respect to the transaction contemplated under this Contract, and with respect to all acts or practices of the Seller — past, present, and future — in connection with such transaction, shall be governed by legal principles other than the DTPA.

ARTICLE V

Closing

5.01. The Closing shall be held at the District's Title located in Bell County, Texas, herein known as "Title Company". Closing shall be on or before _____ or at such time, date, and place as Seller and Buyer may agree upon (which date is herein referred to as the "Closing").

5.02 At the Closing, Buyer shall pay Seller the amount of the Purchase Price as provided above and Seller shall deliver to Buyer a duly executed and acknowledged No Warranty Deed conveying Seller's title in the surface estate to the Property and to the extent authorized by the Seller's Board of Trustees, subject to all covenants, conditions, reservations, restrictions, and interests of record.

5.03 Title Company shall deliver to Buyer, at Buyer's sole expense, a Texas Owner's Title Policy issued by a title insurance company acceptable to Buyer in Buyer's favor in the full amount of the Purchase Price, insuring Buyer's title to be conveyed,

subject to those title exceptions appearing in the Policy including the standard printed exceptions contained in the usual form of the Texas Owner's Title Policy.

5.04 **Closing Costs.** The following costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Owner's Title Policy:	Belton Independent School District
Escrow fee:	Belton Independent School District and Buyer, equally
Survey costs:	Buyer
Filing fees:	Buyer
Attorney's fees:	Seller and Buyer to their respective attorneys
General Real Estate Taxes:	There shall be no property tax proration as a part of this transaction. Seller is a political subdivision of the state of Texas and has no ad valorem tax liability. Seller assumes no responsibility for any outstanding taxes as may be due from its predecessors in interest. Any rollback taxes as may become due because of a change in use of the Property or on any other basis are not the responsibility of Seller, and Seller shall have no liability to Buyer for same.

5.05 The failure of this transaction to close on the date for closing, unless extended by mutual agreement of the parties, shall effect an automatic termination of this contract, and the Earnest Money shall be paid to Buyer or Seller as elsewhere provided herein.

ARTICLE VI

Earnest Money

6.01. At the Closing, Buyer's Earnest Money shall be paid over to Seller and applied to the Purchase Price.

ARTICLE VII

Breach by Seller

7.01. In the event Seller shall fail to consummate the sale of the Property in violation of Seller's obligation to do so, and Buyer is not in default hereunder, Buyer may terminate this Contract and receive the Earnest Money as liquidated damages, thereby releasing the parties from this Contract.

ARTICLE VIII

Breach by Buyer

8.01 In the event Buyer should fail to consummate the purchase of the Property, Seller shall have the right to be paid the Earnest Money, may enforce specific performance of this Contract against Buyer, or may seek any other legal or equitable remedy at Seller's discretion.

ARTICLE IX

Miscellaneous

9.01 This Contract is subject to the following additional terms and conditions:

a. **Assignment of Contract.** This Contract is not assignable by Buyer or Seller.

b. **Survival of Covenants.** Representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, which are expressly provided herein to survive Closing or which pertain to a period of time

following Closing, shall survive Closing and shall remain enforceable and binding under this Contract.

c. **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas. Venue for any action under this Contract shall be in Bell County, Texas.

d. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, representatives, successors, and assigns.

e. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

f. **Prior Agreements Superseded.** This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within matter.

g. Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to the Seller or any past or present trustee, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

EFFECTIVE as of the date of delivery and receipt of a fully executed original of this Contract and Earnest Money to the Title Company.

SELLER:

BELTON INDEPENDENT SCHOOL DISTRICT

By: _____

DATE: _____

Title: President, Board of Trustees

BUYER:

By: _____

DATE: _____

Authorized Representative

(Type or print name of authorized representative)

(Title of authorized representative)

Receipt of a fully executed original of the Contract and earnest money in the amount of \$_____ is hereby acknowledged.

BELTON ISD TITLE COMPANY

By: _____

Time: _____

Date: _____

**BELTON INDEPENDENT SCHOOL DISTRICT
SALE OF PROPERTY (HUEY DRIVE)
SEALED BID OFFER FORM
RFP #2412-100-378**

1. Name and Address of Offeror:

2. Telephone and Fax Numbers and Email:

Telephone: _____

Fax: _____

Email: _____

3. Person to Contact:

4. Bid for Miller Heights Elementary School, a 40,329 square foot facility situated on 8.36 acres at 1110 Fairway, Belton, Texas.

\$ _____

5. Land Exchange Option

THIS OFFER SHALL REMAIN OPEN FOR 60 DAYS.

OFFEROR:

Authorized Representative:

(Signature)

Date: _____

(Print your name here)

Title: _____

Appraisal Report



Miller Heights Elementary School Campus
1110 Fairway Drive
Belton, Bell County, Texas 76513

Prepared For

Michael Morgan, Assistant Superintendent of Operations
Belton Independent School District
400 N. Wall Street
Belton, TX 76513

Prepared By

Mark A. Lewis, ARA, RPRA
Lewis & Seely Appraisals, Inc.
308 E. Lufkin Ave.
Lufkin, Tx. 75901

Effective Date of Appraisal: July 25, 2024 Date of Report: August 6, 2024

Lewis & Seely

Appraisals Inc.

Charles S. Seely, MAI, ARA
President

Mark A. Lewis, ARA, RPRA
Vice President

August 6, 2024

Michael Morgan, Assistant Superintendent of Operations
Belton Independent School District
400 N. Wall Street
Belton, TX 76513

RE: Miller Heights Elementary School

Dear Mr. Morgan:

In accordance with your request, I have completed an appraisal of the above referenced property. The Appraisal Report was completed in accordance with the *Uniform Standards of Professional Appraisal Practice* (USPAP) Standard Rule 2-2(a).

The intended use of this appraisal is to provide an opinion of Market Value for lending purposes. The definition of Market Value, which forms the basis of this appraisal can be found on page 11 herein and this appraisal contains a total of 43 consecutively numbered pages, plus addenda, and is valid only in its entirety.

After consideration of all factors which impact value, I have concluded the Market Value of the subject property, not to include the portable buildings, is as follows:

Six Hundred Eighty-Six Thousand Dollars
\$686,000

Respectfully submitted,



Mark A. Lewis, ARA, RPRA
Texas Certified General Appraiser
Certificate No. TX-1321392-G

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Certificate of Appraisal

I certify, that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or perspective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the requirements of the Code of Professional Ethics and the Standards of the American Society of Farm Managers and Rural Appraisers and the Appraisal Institute.
8. I have made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property assistance to the person signing this certification.
10. the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. the use of this report is subject to the requirements of the American Society of Farm Managers and Rural Appraisers, the Appraisal Institute, and the Texas Appraiser Licensing and Certification Board relating to review by its duly authorized representatives.
12. The American Society of Farm Managers and Rural Appraisers conducts a mandatory program of continuing education. I (Mark A. Lewis, ARA, RPRA) am current with the requirements of the program.
13. As of the date of this report, Mark A. Lewis has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.
14. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.



Mark A. Lewis, ARA, RPRA
Texas Certified General Appraiser
Certificate No. TX-1321392-G

Date Signed: August 6, 2024

Summary of Facts and Conclusions

Property Location:	Miller Heights Elementary School Campus 1110 Fairway Drive Belton, TX 76513
Client:	Belton Independent School District
Intended User(s):	Client only
Intended Use:	Marketing purposes
Owner:	Belton Independent School District
Borrower:	None
Effective Date of Value:	July 26, 2024
Date of Report:	August 6, 2024
Property:	Tax Parcel #'s 8950 and 8957 6.0 acres being Lots 6, 7, and Part of 8, Block 1 Miller Hts School Subdivision 2.36 Acres, M. F. Connel Survey, A-6, Bell County, Texas
Primary Improvements:	36,579sf main school building. The building is masonry constructed with face brick. Main building constructed in stages in about 1962 and 1993. 3,750sf gymnasium which is prefabricated metal construction. Portable classroom buildings are not included in this appraisal.
Value Indications (As Is):	
Cost Approach:	Not developed
Sales Comparison Approach:	\$686,000
Income Approach	Not developed
Final Value Conclusions (As is):	\$686,000 (portable buildings not included)

Assumptions and Limiting Conditions

Lewis & Seely Appraisals, Inc. File No. C-003-24

Client File No. Miller Heights Elementary School

1. ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE FOLLOWING CONDITIONS. FURTHER, THE CLIENT AND/OR ANY OTHER PARTY UTILIZING SAID REPORT HAS THOROUGHLY READ AND UNDERSTOOD THE DATA AND CONCLUSIONS OR HAS OBTAINED FURTHER EXPLANATION IN WRITING FROM THE APPRAISERS OR AN INDEPENDENT REVIEW APPRAISER HAS BEEN HIRED AT CLIENT EXPENSE TO REVIEW THE APPRAISAL REPORT.

2. LIMIT OF LIABILITY: The liability of the appraiser and employees is limited to the client and to the fee collected. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser assumes no responsibility for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and legally.

3. COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT: Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser for the use of the client -- the fee being for the **analytical services only**.

The Bylaws and Regulations of the American Society of Farm Managers and Rural Appraisers and Appraisal Institute require each Member or Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser.

The appraiser is aware of the conditions imposed upon a Federal Agency, especially concerning the Freedom of Information Act. In that this appraisal contains information which some of the parties consider private and not public information, the appraiser requests that he be contacted if such a request is made and have input into the process of decision as to what information is provided to the public.

4. CONFIDENTIALITY: This appraisal report is to be used only in its entirety and no part is to be used without the entire report. All conclusions and opinions concerning the analysis set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser. The Appraiser shall have no responsibility if any unauthorized change is made.

The Appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing, except as may be required by the Texas Appraiser Licensing and Certification Board, the American Society of Farm Managers and Rural Appraisers, and the Appraisal Institute as they may request in confidence for ethics enforcement, or by court of law or body with the power of subpoena.

5. **TRADE SECRETS:** This appraisal was obtained from **Lewis & Seely Appraisals, Inc.** or related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). A principle officer of **Lewis & Seely Appraisals, Inc.** (President or Vice President) must be notified concerning any request to reproduce this appraisal in whole or part, and written consent must be obtained prior to any duplication of this report, either in whole or part.

6. **INFORMATION USED:** No responsibility is assumed for accuracy of the information furnished by work of others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with **Lewis & Seely Appraisals, Inc.**, Mark A. Lewis, Independently, and Charles S. Seely, Independently, and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds for the subject property.

7. **TESTIMONY AND COMPLETION OF CONTRACT FOR APPRAISAL SERVICES:** The contract for appraisal, consultation or analytical services is fulfilled and the total fee payable upon completion of the report. The appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with the client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required, proper notification must be given the appraiser(s) to allow for scheduling and preparation. If testimony or deposition is required because of subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

8. **EXHIBITS:** The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if included, are included for the same purpose as of the date of the photos. Site plans are not surveys unless shown as prepared by a surveyor.

9. **LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL, HIDDEN COMPONENTS, SOIL:** No responsibility is assumed for matters legal in character or nature, nor matters of survey. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear. A preliminary title opinion has been provided and the appraiser has reviewed the report and has found no items which would impact the value opinion beyond that indicated by the comparable sales.

The legal description is assumed to be correct as used in this report as furnished by the client.

Please note that no advice is given regarding soils and potential for settlement, drainage (seek assistance from qualified architect and/or engineer); nor matters concerning liens, title status, and legal marketability (seek legal assistance). The lender and owner should inspect the property before any disbursement of funds.

The appraiser has inspected the land, as far as possible by observation, however it was not possible to personally observe conditions beneath the soil. The value estimate considers there being no such conditions that would cause a loss in value. The appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

The appraiser assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for The Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

10. LEGALITY OF USE: The appraisal is based on the premise that **there is full compliance with all applicable Federal, State and local environmental regulations and laws unless otherwise stated in the report;** further that applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits or other legislative or administrative authority by local, State, Federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

11. INCLUSIONS: Only the real estate is considered in the value estimate.

12. VALUE CHANGE & ALTERATION OF ESTIMATE BY APPRAISER(S): The estimated value, which is defined in the report, is subject to change with market movement over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace as it contributes to an economic or social need.

The "Estimate of Value as Defined" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

13. CHANGE: The appraisal report and value estimates are subject to change if physical characteristics, legal entity, or financing different than envisioned at the time of writing this report becomes apparent at a later date.

14. MANAGEMENT OF THE PROPERTY: It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management; neither inefficient nor superefficient

15. CONTINUING EDUCATION: The American Society of Farm Managers and Rural Appraisers conducts a voluntary program or continuing education for its designated members; ARA's and RPRA's who meet the minimum standards of this program are awarded periodic educational certification; and ARA's and RPRA's signing the report are currently certified under this program.

16. FEE: The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. The compensation (fee) for the preparation of this appraisal report has no relation to the final values reported.

17. CHANGES AND MODIFICATIONS: The appraiser(s) reserve the right to alter statements, analysis, conclusions or any value estimate in the appraisal if there becomes known to the undersigned facts pertinent to the appraisal process which were unknown to them at the time of report preparation.

Extraordinary Assumptions

USPAP defines an Extraordinary Assumption as: “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions.” The following are the Extraordinary Assumptions of this appraisal.

1. Based on discussions with the client, the various portable classroom buildings have not been included in this valuation.
2. A report furnished by the client indicated that asbestos is present in the subject building, primarily in the floor tile mastic. This is not uncommon for a building the age of the subject property, but any interested party should be aware of this fact.

Hypothetical Conditions

USPAP defines a Hypothetical Condition as “*that which is contrary to what exists but is supposed for the purpose of analysis.*” The following are the Hypothetical Conditions which form the basis of this appraisal.

None

Jurisdictional Exception

None

Impact on Assignment Results

The use of Extraordinary Assumptions and/or Hypothetical Conditions might have an affect on the assignment results herein.

Scope of the Appraisal

Based on the type of value to be appraised, the intended use and users of the appraisal, and the relevant characteristics of the subject property, I have developed the following Scope of Work to produce a credible result.

In preparing this appraisal I have completed the following tasks and/or research.

- On July 26, 2024, Mark A. Lewis, ARA, RPRA made a personal inspection of the subject property. We were accompanied on the inspection by Belton ISD maintenance staff.
- I investigated the area market as to the supply of and demand for the subject type property in the market area of the subject property.
- The Sales Comparison Approach was developed for an indication of Market Value. Neither the Cost Approach nor the Income Approach were applicable in this assignment.
- All data analyzed were reconciled to arrive at a final opinion of Market Value.
- Given the intended use and intended user of this appraisal an Appraisal Report per USPAP SR 2-2(a) was deemed appropriate.

Intended Use of the Appraisal

The intended use of the appraisal is for marketing and asset management purposes. There are no other intended uses.

Intended User(s) of The Appraisal

The intended user(s) are limited to the named client herein. There are no other intended users.

Definition of Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated;*
- *Both parties are well informed or well advised, and acting in what they consider their best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*

- *The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*¹

Effective Date

The effective date of this appraisal is July 26, 2024, which corresponds to the date of the last date of physical inspection of the property. The date of the report is August 6, 2024.

Property Rights Appraised

A full unencumbered fee simple interest is appraised in this appraisal report, except for mineral reservations, easements, and other restrictions. The fee simple estate is defined as: *absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*²

I was not provided a title commitment in connection with this assignment.

The subject property was not leased as of the effective date of this assignment and as a result, the valuation herein reflects the fee simple value of the property, subject to the typical powers of government and normal encumbrances such as utility easements.

Minerals

For valuation purposes, I have appraised the surface mineral rights only, which are assumed to be intact with the ownership.

Furniture/Fixtures/Personal Property

No personal property or trade fixtures are included in this appraisal.

Taxes

As the subject property is tax exempt, there is no historical tax information. The property is carried on the Bell County tax rolls as Parcel ID numbers 8950 and 8957.

¹12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 24499, June 7, 1994

²Appraisal Institute. The Dictionary of Real Estate Appraisal. 6th ed. Chicago, IL: Appraisal Institute, 2015

History of the Subject Property

The subject property has been owned by the Belton Independent School District for many years. There have been no transfers of the subject property within the previous 3 years. To my knowledge, the subject is not listed for sale nor are there any pending offers or contracts to purchase.

The property has been operated as a school from the early 1960's through the 2023-2024 school year. The school has since been recently vacated and the school district anticipates selling the property.

Reasonable Exposure Time

Current appraisal standards require an appraiser to estimate the reasonable exposure time for the property appraised. Briefly, "exposure time" is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

In the development of this appraisal, the appraiser interviewed buyers and sellers of property similar to the subject and based on that research, we have discovered that typically exposure time ranges from 12 months up to 36 months for similar properties.

Again, this estimate of exposure time is assumed to have already been completed as of the effective date of this appraisal. This is not to be confused with "marketing time" which is the amount of time it might take to sell the property at the concluded market value level during the period immediately after the effective date of this appraisal. The actual marketing time of the subject property is dependent on the price level at which the subject is offered, the degree of professional marketing, and future economic conditions in the marketplace. It is inappropriate to assume that the market value conclusion reported herein as of the effective date remains stable during a given future marketing period. Therefore, the client is cautioned that if the "marketing time" is somewhat extended, adjustments may have to be made to the offering price to reflect the current economic conditions of the market at that time.

Area Description

Social Forces

The City of Belton had a 2020 census population of 23,050. The most recent population estimate as of July 1, 2023, is 25,171, a 9.2% increase over a 3-to-4-year period of time. The City is situated along the I-35 corridor between Waco and Georgetown within the Killeen-Temple MSA Temple-Belton-Killeen MSA which had a July 1, 2023, estimated population of 499,442 with 180,110 households.

Governmental Forces

The primary Governmental influence in the area is taxation and zoning. Property within the Belton city limits is taxed at the 2023 rate of \$2.023872 per \$100 of taxable valuation. For the current tax year, assessed values across Bell County were generally increased substantially. The City of Belton maintains an active zoning ordinance. There is no zoning in the unincorporated areas of Bell County.

Environmental Forces

The City of Belton is considerably developed, especially within limited land vacant and available for development. The general topography is level with lands generally sloping gently toward Leon River, east of I-35 and Nolan Creek, west of I-35. Rainfall is typically about 35" per year. Stillhouse Hollow Lake and Lake Belton are just west of Belton and provide recreational activities for the area.

Economic Forces

The economic hubs for Bell County are focused in the more populated areas of Temple and Killeen. The City of Belton is the County Seat and situated between these two population centers. The major employers in the City of Belton are as follows:

Buiness	Type	Employees
Belton ISD	Education	2,192
Bell County	Government	1,234
UMHB	Higher eduction	699
HEB	Grocery retail	600
TRU (a Clayton Homes Company	Manufacturing	574
CGI	Information technology	350

The City of Belton is home to the University of Mary Hardin Baylor which has a significant campus in the central part of the City. Additionally, Downtown Belton has seen revitalization over the years and is a hub for festivals and other community events.

Subject Site Description

General Location

The subject is located in the eastern section of the City of Belton with access on the south along E. Ave. M, on the west along Fairway Drive and on the north along Avenue J. The site has 8.36 acres of land. Development to the south and west is all single unit residential. Adjacent to the north and east is a significant apartment complex known as Belle Oaks Apartments. There are also lands owned by the City of Belton adjacent to the east and across Avenue J from the subject.

Physical Characteristics



I was not provided a current survey for the subject property; therefore, I have relied on information provided by the Bell County Appraisal District tax plat maps for the size and configuration of the subject. The information available indicates the site has 8.36 acres and is generally rectangular in shape with good frontage three sides. The site has a gentle downward slope from west to east with elevations ranging from 605.1' MSL on the west side to 585.5' MSL on the east side.

The site has access to all City of Belton utilities to include electricity, water, and public sewer service.

The site is zoned SF-2 which is a single family residential zoning on lots of not less than 7,500sf. The subject is a legal non-conforming use as it pre-dates zoning.

Easements/Encroachments:

I was not provided with a title report. A complete title search is not feasible, and I have not attempted one. I assume a good and marketable title exists. To my knowledge, there are no adverse easements or encroachments. Typical utility easements are assumed to exist but are not adverse.

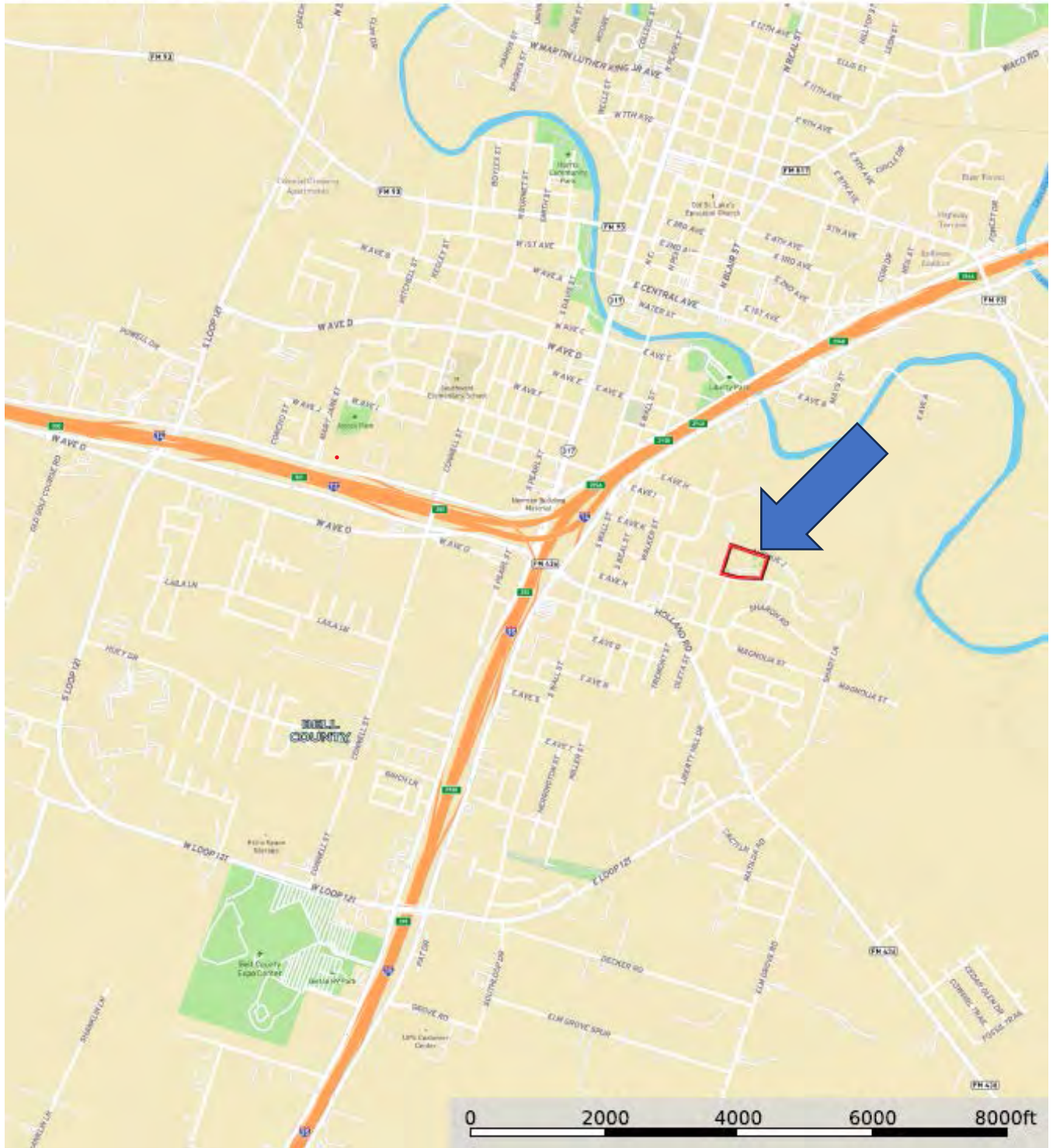
Hazards & Detriments:

Based on a inspection conducted by the Belton ISD, I am aware the main building contains asbestos primarily in the floor tile. The material is noted to be nonfriable. This is not uncommon for buildings of similar age as the subject. Otherwise, I am unaware of any specific environmental hazard related to the subject site; however, the reader should understand I am not an environmental expert and should the reader have any questions regarding environmental issues, an expert should be consulted. The site is not within any designated flood hazard area.

Location Map

Miller Heights Elementary School
Bell County, Texas, 8.36 AC +/-

Lewis & Seely
Appraisals Inc.



Aerial Map

Miller Heights Elementary School
Bell County, Texas, 8.36 AC +/-

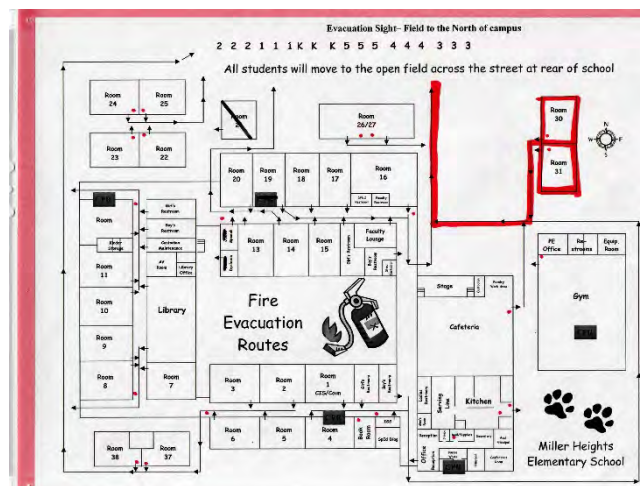
Lewis & Seely
Appraisals Inc.



Description of Improvements



The subject is traditional school campus originally constructed in the 1960's with additions completed in 1993. The main school building has 36,579sf of building area and includes 21 class rooms, library, faculty lounge, offices, conference room, break room, a full commercial-grade kitchen, and a cafeteria which can double as an auditorium. There are adequate rest room facilities throughout the facility. The classroom arrangement is in a U-shape surrounding a center open courtyard area. The building is constructed on a concrete slab with solid masonry walls with exterior face brick. The west side of the building



has a flat built-up roof with the remainder of the building having a standing-seam metal roof. The interior class rooms have exposed solid masonry walls, floor tile, and suspended acoustical tile ceilings with fluorescent lights.

In addition to the main school building, there is a 50' x 75' gymnasium building with an office, restrooms, an equipment room, and a storage mezzanine. The building also has four (4) roll-up shop doors. The building is fully insulated and air conditioned. There is no ceiling, but the building does have fluorescent lighting.



The interior offices, reception and break room have asbestos vinyl tile flooring with ceramic tile flooring in the restrooms. The interior walls are a combination of exposed brick, sheetrock, and wood paneling. The ceilings are acoustical tile with fluorescent lights.

Site Improvements

The subject site is improved with a looped asphalt drive and parking lot with 44 stripped parking spots. On-street parking for about 18 or so is also available along Fairway Drive. The entire site is enclosed with a security chain link fence.

Age/Condition

The interior of the building is in fair condition. Based on an asbestos management plan, dated July 11, 2024, there is noted nonfriable asbestos primarily in the floor tile mastic. This is not unusual for buildings the age of the subject. Also reviewed as part of this assignment is a management report, dated January 19, 2021, provided by Texas Pro Roofing based in Cleburne, Texas. The management report noted the flat built-up roof over the western building was nearing the end of its life with an estimated replacement date of 2022. The estimated cost to replace the flat roof as of the date of the inspection report was \$95,704. The standing seam metal roof over the remainder of the school building was reported to be in fair condition with an estimated replacement needed in 2028. The estimated cost of full replacement as of the date of the inspection report was \$231,240. The management report noted 45 central a/c units with a total of 215 tons of a/c. The average age per ton of a/c is just over 17 years.

Highest and Best Use

As Vacant

Legally Permitted Uses

The major consideration when considering legally permitted is zoning and deed restrictions. The subject site is zoned SF-2 which is defined as Single Family Residential District – 2. The zoning ordinance for the City of Belton states “The SF-2 – Single Family Residential District – 2 is intended to be similar to the SF-1 except composed of detached, single family residences on lots of not less than seven thousand five hundred (7,500) square feet.” Uses other than single family homes are not permitted. The zoning eliminates all other potential uses of the property, considering the subject site vacant and available for development. It is noted, the predominate land use in the immediate area is a mixture of single family units as well as



multi-family apartments.

Physically Possible Uses

The subject site contains 8.36 acres with access to all City of Belton utilities. I am also unaware of any adverse easements or encroachments which would inhibit development potential, assuming the site were vacant. Obviously, uses which require larger sites would not be physically possible. Otherwise, there are no significant limiting features which would physically prevent development.

Financially Feasible Uses

When financial feasibility is considered, uses which have the potential to produce a positive cash flow would be considered financially feasible uses. In addition, those uses which produce adequate non-monetary benefits, such as recreation and general enjoyment would also be considered as potentially financially feasible uses.

For an insight into potential financially feasible uses, an examination of the current development trend in the neighborhood can offer a reasonable indication of potential uses. The subject is located within the southeast part of Belton, east side of I-35. The traditional Downtown

square is located west of I-35 in the south part of Belton. The southeast quadrant of the central Belton was mostly developed in the 1960-1970's. A small block of homes across from the subject site were developed in the early 2010's as well as a group of duplexes northwest of the subject site, but otherwise most improved properties are older.

Based on the development in the area, and in consideration of the current zoning, the only legal use for the subject site would be for single family residential development. That obviously must be considered as an underlying highest and best use. But it also must be considered that the subject property has the potential for a zone change to allow more intensive uses. Clearly, there is precedent for duplex and multifamily uses in the immediate area of the subject. These uses are not legal uses at present, but given the development of the area, it must be considered that the subject site could potentially be purchased as a speculative investment for future multifamily development. In my opinion, both these uses are potential financially feasible uses for the site, as vacant.

Maximally Productive Use and Highest and Best Use

Given the discussion above, assuming the site were vacant and available for development, In my opinion, the use which makes the greatest economic sense and thus the Highest and Best Use would be to purchase as an investment in anticipation of a future zoning change to allow for multifamily construction.

As Improved

The subject is improved with a school campus. The original part of the campus was constructed in the early 1960's with some additions made over time. The facility operated as an elementary campus through the end of the 23'-24' academic school year. Typically, for older school buildings, maintenance is the primary concern for ongoing use by school districts. The two largest maintenance expense components are the roof cover and air conditioning units. Additionally, the overall functional unity of older school campuses often fall out of favor and school districts commonly elect to build new, more modern campuses to replace older designed facilities. The condition of the subject's roof is fair with significant maintenance recommended. Additionally, the air conditioning units have an average age of 17 years. The overall facility design is common for early 1960's construction.

The issue with Highest and Best Use of a school campus is two-fold: 1) Is it economically prudent to destroy the current improvements and redevelop the site more in line with the Highest and Best Use as vacant, or 2) What is the potential for alternate uses of the subject facility, as is currently improved?

In my opinion, it is not financially feasible to destroy the current improvements in favor of redeveloping the site. The underlying land value is not sufficient to justify the expense and the cost of demolition is prohibitive. Based on examination of other school campuses across the

regional area, typical alternative uses are for private schools, charter schools, nursing or rehabilitation centers, or religious facilities. In my opinion, this type of alternative use is the Highest and Best Use of the site, as improved.

Discussion of the Approaches to Value

There are three generally accepted valuation procedures in valuing real estate property. They are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The appraiser must define the problem presented by the appraisal assignment and gather, analyze, classify, and process the available information into a defensible estimate of value.

The Cost Approach is utilized to value the buildings and other improvements with the land valued as vacant and available for its highest and best use. The various forms of depreciations are estimated and deducted from the cost new to indicate a value by the Cost Approach. Depreciation is extracted from the market whenever possible. If the improvements are new and the site is being utilized at its highest and best use as vacant, depreciation does not normally exist. When adequate data are available to develop the approach, the Cost Approach offers an indication of value, which may not be the final Market Value indication.

The Sales Comparison Approach has two functions in an appraisal report. First, sales of vacant sites are compared to the subject to arrive at a value of the subject site as if vacant. Secondly, this approach is used to value the whole property. Sales of improved properties, like the subject property are analyzed to arrive at a value by this approach. This process yields only an indication of value and may not be the final value estimate.

The Income Approach to value is a procedure in which the appraiser takes data from income producing property or property capable of producing an income and capitalizes the net income remaining (NOI=Net Operating Income) into a value indication. The use of this approach is supported by the definition of value. Value is defined as the "present worth of future rights to income or utility". The value indicated by this approach for property that is capable of producing income is of great importance when arriving at the final Market Value conclusion, if sufficient information is available from the rental and investment market. However, this approach may not be the final value conclusion. All rents, expenses, vacancy rates and capitalization rates are supported by market information.

All three approaches, when properly applied, are market approaches in that information from the building, rental, and sale markets is utilized to process the standard three approaches to value utilized by appraiser.

The indications from the applicable approaches to value are then reconciled into a final estimate of value. Given the relative strengths and weaknesses of each applicable approach to value, the appraiser must consider which approach yields the most reliable, defensible, and relative indication of value. This is done by considering the quality and quantity of the available information for each approach. The result of the reconciliation process is the concluded opinion of value.

Sales Comparison Approach

Whole Property Sale 1



City/County	Jacksonville/Cherokee
Location:	1002 Sunset Ave.
Date of Sale:	6/17/2019
Grantor:	Texas Ruby Properties, LLC
Grantee:	Debra McCormick and Israel Joseph Flores
Recorded:	2496/623
Legal Description:	Thomas Quevado 3 League Grant, A-44, Cherokee County, Texas
Sale Price:	\$450,000
Financing:	\$25,000 cash; \$425,000 note to Owner
Physical Data:	
Land Size:	6.98 Acres
Building Size:	40,745sf
Year Built:	1962
Basic construction:	Masonry building with brick veneer exterior.

Financial Data:

Gross Income (estimated):	N/a
Vacancy and Collection Loss:	N/a
Effective Gross Income:	N/a
Expenses:	N/a
Net Operating Income:	N/a

Market Indicators:

Price/sf:	\$11.04/sf
GIM:	N/a
OAR:	N/a

Comments: This is the sale of a school building situated in the west side of Jacksonville at the southwest corner of U. S. Hwy. 79 and Hickory Street. The main entrance to the school is from Sunset Avenue along the south side of the property. The property is a typical school property with classrooms, cafeteria, auditorium, and a prefabricated metal gymnasium which was added in the late 1990's. The site is enclosed in a chain link security fence and there is adequate paved parking available. The property was originally purchased from the Jacksonville ISD by the seller as an investment property and later sold to the buyer herein for use as a Christian school and church campus. The buyer reported the building was in fairly good condition. Some roof repairs were required, and interior cosmetics were upgraded after purchase. The facility is now operated as the Church of Christ the Redeemer Academy Church and Testing Center.

Whole Property Sale 2



City/County	Victoria/Victoria
Location:	1952 Guadalupe Road
Date of Sale:	April 11, 2023
Grantor:	Victoria Independent School District
Grantee:	Victoria County, Texas
Recorded:	202303236
Legal Description:	Julia A. Thomas Survey, A-497, Victoria County, Texas
Sale Price:	\$300,000
Financing:	Cash sale
Physical Data:	
Land Size:	8.01 Acres
Building Size:	21,850sf
Year Built:	1,959, renovated in 1988
Basic construction:	Masonry building with brick veneer exterior.
Financial Data:	
Gross Income (estimated):	N/a
Vacancy and Collection Loss:	N/a
Effective Gross Income:	N/a
Expenses:	N/a
Net Operating Income:	N/a

Market Indicators:

Price/sf:	\$13.73/sf
GIM:	N/a
OAR:	N/a

Comments: This sale property is the former Guadalupe Elementary School campus situated just southeast of Victoria in the Guadalupe Community on the north side of Guadalupe Road. The building was originally constructed in the early 1950's and was renovated in 1988. The main building was masonry construction with a brick veneer exterior face and a flat built-up roof. In addition to the main building is a prefabricated metal gymnasium and cafeteria building. The Victoria ISD put the building up for sealed bid auction with a starting price of \$350,000. The property sold to Victoria County for \$300,000. The county planned to utilize the building as a training facility and office space for the county sheriff department.

Whole Property Sale 3



City/County	Seguin/Guadalupe
Location:	216 E. College Street
Date of Sale:	June 1, 2022
Grantor:	Board of Trustees of Seguin Independent School District
Grantee:	Jason Lawson Howell
Recorded:	202299017473
Legal Description:	Humphries Branch Survey No. 17, A-6, City of Seguin being a portion of Lot 4, Block 2, Farming Lots of the Town of Seguin
Sale Price:	\$751,000
Financing:	\$226,000 cash, \$525,000 note to Sage Capital Bank
Physical Data:	
Land Size:	4.00 Acres
Building Size:	36,155sf
Year Built:	Original building built 1914
Basic Construction:	Masonry construction with brick veneer face

Financial Data:

Gross Income (estimated):	N/a
Vacancy and Collection Loss:	N/a
Effective Gross Income:	N/a
Expenses:	N/a
Net Operating Income:	N/a

Market Indicators:

Price/sf:	\$20.77/sf
GIM:	N/a
OAR:	N/a

Comments: This property is located in the central part of Sequin and occupies an entire city block. The property is improved with a historic school building which had been vacated for about 4 years prior to this sale. The property was known locally as the Mary B. Erskine High School and Elementary. The original building is a 3-story structure which was reportedly constructed in 1914. Several additions and renovations had occurred over the years until the school district out-grew the facility. The facility has 27 classrooms/offices, 7 bath rooms, gymnasium/auditorium, cafeteria and about 50 stripped parking spaces.

The property was originally offered for sealed bids with 4 or 5 bids obtained. The highest bid was \$1,400,000 and was accepted. However, the prospective purchaser backed out of the deal. The remaining bids ranged from \$205,000 to \$751,000 with the highest remaining bid being accepted.

Whole Property Sale 4



City/County	Temple/Bell
Location:	1100 S. 33 rd Street
Date of Sale:	May 31, 2024
Grantor:	Temple Independent School District
Grantee:	TAMRA School, Inc., dba TAMRA Learning Academy
Recorded:	2024023160
Legal Description:	All of Block 2, Temple Heights Addition, City of Temple, Texas
Sale Price:	\$600,000
Financing:	\$0 cash; \$600,000 note to Extraco Banks
Physical Data:	
Land Size:	2.26 Acres
Building Size:	25,975sf
Year Built:	1962
Basic Construction:	Masonry construction with exterior face brick

Financial Data:

Gross Income (estimated):	N/a
Vacancy and Collection Loss:	<u>N/a</u>
Effective Gross Income:	N/a
Expenses:	N/a
Net Operating Income:	N/a

Market Indicators:

Price/sf:	\$23.10/sf
GIM:	N/a
OAR:	N/a

Comments: This property is located in the central part of Temple and encompasses an entire city block. The property is improved with a former elementary school campus known locally as Dickson Elementary. For the previous 6 years, the campus has been utilized as a day care facility for Temple ISD staff members. The building was originally constructed in 1962 and has a flat built-up roof.

Adjustment Grid

Sale #	Subject Property	Sale 1	Sale 2	Sale 3	Sale 4
Location	1110 Fairway Dr., Belton, Tx.	1002 Sunset Ave., Jacksonville, Tx.	1952 Guadalupe Rd., Victoria, Tx.	216 E. College St., Seguin, Tx.	1100 S. 33rd, Temple, Tx.
Grantor	Belton ISD	Texas Ruby Properties, LLC	Victoria ISD	Seguine ISD	Temple ISD
Grantee	N/a	McCormick & Flores	Victoria County	Howell, Jason L.	TAMRA School, Inc.
Sale Date	7/24/2024	6/17/2019	4/11/2023	6/1/2022	5/31/2024
Bldg Size (sf)	40,329	40,745	21,850	36,155	25,975
Year Built	1962	1962	1959	1914	1962
Sale Price	N/a	\$ 425,000	\$ 300,000	\$ 751,000	\$ 600,000
Real Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		\$ -	\$ -	\$ -	\$ -
Financing Terms	Cash or Equivalent	94% Owner Financed	Cash	Conv.	Conv.
Adjustment		\$ -	\$ -	\$ -	\$ -
Conditions of Sale	Normal	Normal	Normal	Normal	Normal
Adjustment		\$ -	\$ -	\$ -	\$ -
Market Conditions	Current	Inferior	Current	Current	Current
Adjustment		20%	\$ -	\$ -	\$ -
Subtotal		\$ 510,000	\$ 300,000	\$ 751,000	\$ 600,000
Adjusted \$/sf		\$ 12.52	\$ 13.73	\$ 20.77	\$ 23.10
Location/Site Value	SE Belton	West Jville (Inferior)	SE of Victoria	Central Seguin	Central Temple
Adjustment		15%	20%	-20%	0%
Size	40,329sf	40,745sf	21,850sf	36,155sf	25,975sf
Adjustment		0%	-5%	0%	-5%
Age/Condition	1962/Fair Condition	1962/Fair Cond.	1959/Fair Cond.	1914/Fair Cond.	1962/Avg. Cond.
Adjustment		0%	0%	0%	0%
Quality of Construction	Typical	Typical	Typical	Typical	Typical
Adjustment		0%	0%	0%	0%
Total % Adjustments		15%	15%	-20%	-5%
Indicated Value Per SF	N/a	\$ 14.39	\$ 15.79	\$ 16.62	\$ 21.94

Explanation of Adjustments

Real Property Rights Conveyed: The subject is vacant property, not encumbered by a lease and as such is appraised as a fee simple property. All sales included herein were vacant at the time of sale and were purchased for owner-occupancy. As such, all sales are also fee-simple transactions similar to the subject.

Financing Terms: The subject is appraised based on terms of cash or arrangements equivalent to cash. All sales were sold with cash to seller arrangements. No adjustments were required.

Conditions of Sale: The subject is appraised based on normal conditions of sale. All sales included herein were arms-length transactions and requirement no adjustments for differences in conditions of sale.

Market Conditions: This adjustment considers the general market conditions at the time of the sale as compared to current market conditions. Sale 1 sold in 2019. Values have generally risen considerably since this time period. I have observed a +20% adjustment for differences in market conditions between Sale 1 and the current date. All other sales sold in 2022 and later with Sale 4 being a very recent sale. The overall market current market conditions are similar to that of Sales 2-4.

Location/Site Value: The subject property is located in the southeast part of Belton. The adjustment observed in this category reflects the comparison of the general location of the sales to the subject property. Part of the location difference is underlying site value, but more importantly is the general location as it relates to potential alternate uses of the site. Sale 1 is located in the western part of Jacksonville along U. S. Hwy. 79 with primary access from a city street. The growth area of the City of Jacksonville is north and east. The western area of Jacksonville is largely industrial. As such, a +15% location adjustment is observed. Sale 2 is located in a suburban area southeast of Victoria. This area is primarily farmland with scattered rural homesites. As such, a +20% location adjustment is observed for this Sale 2. Sale 3 is located in the central part of the City of Seguin in an older mixed-use part of town with a mixture of commercial and residential uses. In my opinion, Sale 3 is located in an area which would facilitate a greater number of alternate uses and as such a -20% location adjustment is observed. Sale 4 is located in the north-central part of Temple in an area of primarily residential development. This area is very similar to the subject's general location and as such required no adjustment.

Size: I have chosen to utilize a per square foot unit price for comparison. Generally speaking, there is an inverse relationship between \$/sf and the overall size of the asset being compared. In consideration of the subject improvement, generally smaller buildings are more easily adapted to alternate uses. The subject is slightly over 40,000sf in size. Sales 1 and 3 are in the same general size bracket as the subject. Sales 2 and 4 are smaller in size, being in the range of 21,000sf to 26,000sf. I have adjusted Sales 2 and 4 -5% each for size.

Age/Condition: The subject is an older building, originally constructed in 1962. Sales 1, 2, and 4 are all over the same vintage as the subject. The basic structure of the building appears sound with a newer metal roof replacing the original flat tar and gravel roof. However, the interior needs updating in order to facilitate either owner-occupancy or tenant occupancy. Sales 1, 3, and 4 are all in similar condition as the subject and require no adjustments. Sale 2 had the interior recently renovated and was ready for immediate occupancy. I have adjusted Sale 2 +20% applied to the building contribution per sf.

Quality of Construction: The subject is a typical elementary school design with a solid masonry frame with exterior face brick. The interior is partitioned for classrooms with asphalt tile floor and suspended acoustical tile ceiling. All comparable sales have a similar design and are generally equal to the subject.

Correlation and Indicated Value

School districts often sell older school facilities which are either too small, lack functional utility, or require too much work to maintain. I am aware of two similar school buildings which were offered for sale by sealed bid: received no offers and the buyer on the other backed out of the deal after further consideration. Sale 3 received an initial bid of \$1,400,000, but again the buyer backed out of the deal. The other 3 bids ranged from \$205,000 to \$751,000 with the school district accepting the highest of the remaining offers. Killeen ISD (KISD) offered the Bellaire Elementary campus for sealed bid auction and again there was a winning bid awarded, but the potential buyer backed out. KISD has not yet offered the school for bids again.

In short, older school facilities such as the subject generally do not market well due primarily to maintenance issues and the cost of retrofitting to an alternate use. The more adapt the facility to an alternate use, the better the marketing and thus value.

All sales included in this analysis were similarly designed school buildings. The most comparable in terms of location, sale date, and design is Sale 4 in Temple. However, this property was a smaller campus which had been in continuous use since the school closing. Sale 4, in Jacksonville, was purchased by an investor at the sealed bid auction and then later sold for use as a private school. Sale 2 was offered for sealed bid with starting bid price of \$350,000. The facility was sold to the county for \$300,000, which was the highest bid. Sale 3 is a historic school building in the central part of Seguin which was sold to an investor at auction. It is unknown what plans the investor has for the building.

The sales analyzed herein offer the following indications of value:

Sale 1 Jacksonville, Tx.	\$14.39/sf or \$580,334, rounded to \$580,300
Sale 2 Victoria, Tx.	\$15.79/sf or \$636,795, rounded to \$636,800
Sale 3 Seguin, Tx.	\$16.62/sf or \$670,268 rounded to \$670,300
Sale 4 Temple, Tx.	\$21.94/sf or \$884,818 rounded to \$884,800

As discussed, the most comparable sale is Sale 4, which happens to offer the highest indication of value. The next most comparable sale is Sale 1, which happens to offer the lowest indication of value. The range illustrates the marketing difficulty these types of specialized facilities have when exposed for sale. It is worth noting the range of total unadjusted sale price range for the sales which are in the central part of a given city. These sales would include Sales 3 and 4, which sold for \$751,000 and \$600,000 respectively. In other words, given the cost of maintenance and retrofit, the unadjusted sale prices may tend to suggest a cap on value at or near \$750,000. All these factors have been taken into consideration in the final conclusion.

Finally, I have also confirmed the sale of two school facilities in the northern part of Killeen. On January 11, 2022, Killeen Independent School District sold the West Ward Elementary School and Fairway Middle School to True Deliverance Ministries, Inc. The West Ward Elementary School is located at 709 W. Dean Avenue and the Fairway Middle School is located across the street at 701 Whitlow Drive. The two properties sold as a package for \$500,000. The West Ward Elementary School had 72,066sf and was the primary value contributory in the sale. The Fairway Middle School campus was in poor condition and had suffered a fire in the gymnasium prior to this sale. As of the date of this writing, only the West Ward campus is in use. If only the West Ward campus is considered, the property sold for \$6.94/sf. In my opinion, the excess size was a detrimental factor which reduced the overall unit price substantially. In other words, the buyer had to accept the liability of the Fairway Middle School along with the usable West Ward Elementary School campus. For this reason, the sale has not been included in the detailed analysis herein, but the sale does illustrate a general overall price range that a former school campus in a similar location to the subject can command.

Based on the above analysis, I have concluded the indicated Market Value of the subject facility by the Sales Comparison Approach is:

$$40,329\text{sf} \times \$17.00/\text{sf} = \$685,593, \text{ rounded to } \$686,000$$

Six Hundred Eighty-Six Thousand Dollars
\$686,000

NOTE: The above value conclusion does not include the portable buildings which the client instructed not to include.

Reconciliation and Final Opinion of Value

The three approaches to value developed in this appraisal have concluded the following indications of Market Value.

Cost Approach:	Not developed
Sales Comparison Approach:	\$686,000
Income Approach	Not developed

The subject is designed as a school. The facility was originally constructed in the early 1960's with renovations over the years. In my opinion, the development of a Cost Approach is not applicable due to the difficulty in estimating replacement cost and overall depreciation, which is significant. Additionally, the subject type of facility is typically owner-occupied; therefore, development of an Income Approach is also not applicable due to a lack of comparable rental data.

The Sales Comparison Approach was developed with the analysis of four comparable sales of former public schools. It is not uncommon for school districts to sell older facilities; however, the economics surrounding each sale tend to vary from one community to another creating somewhat of a larger than typical range in indicated Market Value indications. In this appraisal, I have attempted to reconcile all applicable data not only from the actual sales data analyzed herein but from the discussions with various school districts around the regional area.

Given the above, I have concluded the Market Value of the subject facility, as of July 25, 2024, is \$686,000.

Six Hundred Eighty-Six Thousand Dollars
\$686,000

NOTE: The above value conclusion does not include the portable buildings which the client instructed not to include.

Qualifications of Appraiser

Mark A. Lewis, ARA, RPRA

EDUCATION

Lufkin High School, Lufkin, Texas

Sam Houston State University, Huntsville, Texas
Bachelor of Business Administration in General Business

APPRAISAL EDUCATION:

- Basic Real Estate Courses
- Principles of Real Estate, Stephen F. Austin State University
- Real Estate Finance, Angelina College
- Real Estate Appraisal I, Residential Property Valuation, Angelina College
- Real Estate Appraisal II, Income Property Valuation, Angelina College
- Real Estate Law, Angelina College
- Real Estate Brokerage, Angelina College

Specialized Education

American Society of Farm Managers and Rural Appraisers

- Course A-12 Part I “ASFMRA Code of Ethics”
- Course A-30 “Advanced Rural Appraisal”
- Course A-15 “Report Writing”
- Course A-25 “Eminent Domain”
- Course A-20 “Principles of Rural Appraisal,” Credit by Examination Only
- Course A-29 “Highest and Best Use”
- Course A-360 “Introduction to Appraisal Review,” Credit by Examination Only
- Course A-370 “Appraisal Review under USPAP,” Credit by Examination Only
- Course A-380 “Appraisal Review under UASFLA,” Credit by Examination Only
- Course A-390 “Advanced Appraisal Review Case Studies,” Credit by Examination Only

Appraisal Institute

- Course 1A-1 “Real Estate Principles”
- Course 1A-2 “Basic Valuation Procedures”
- Course SPP-A “Standards of Professional Practice – Part A”
- Course SPP-B “Standards of Professional Practice – Part B”
- Course 310 “Basic Income Capitalization”
- Course 510 “Advanced Income Capitalization,” Credit by Examination Only
- Course 530 “Advanced Sales Comparison & Cost Approaches,” Credit by Examination Only

Continuing Education

- “Valuation of Conservation Easements Certificate Program,” Appraisal Institute, American Society of Farm Managers and Rural Appraisers, American Society of Appraisers, and Land Trust Alliance, October 1-5, 2007, Denver, Colorado
- “Requirements of UASFLA - The ‘Yellow Book’”, American Society of Farm Managers and Rural Appraisers, September 23-25, 2009, Austin, Texas and October 81-23, 2017, Denver, Colorado
- Various other seminars offered by the Appraisal Institute and the American Society of Farm Managers and Rural Appraisers. A complete list of seminars and courses attended is available upon request.

TEACHING OR INSTRUCTING

Instructor for the following courses and seminars offered by the American Society of Farm Managers and Rural Appraisers:

- Cost Approach for General Appraisers (A301)
- Sales Comparison Approach for General Appraisers (A302)
- Income Approach for General Appraisers (A303)
- National USPAP Course
- Requirements of the UASFLA – The ‘Yellow Book’
- Undivided Partial Interest Seminar – Seminar author and coordinator
- Appraising Rural Residential Property
- Appraising Broiler Farms Seminar – Seminar author and coordinator
- Income Applications Seminar – Seminar author and coordinator
- Timber Valuation Seminar

DESIGNATIONS AND AFFILIATIONS

- Accredited Rural Appraiser (ARA), American Society of Farm Managers and Rural Appraisers
- Real Property Review Appraiser (RPRA), American Society of Farm Managers and Rural Appraisers
- Texas Certified General Real Estate Appraiser, Certificate No. TX-1321392-G
- Mississippi Certified General Real Estate Appraiser, Certificate No. GA
- Louisiana Certified General Real Estate Appraiser, Certificate No. G2634
- Candidate for Designation, Appraisal Institute
- AQB Certified USPAP Instructor No. 10210, Appraiser Qualifications Board of The Appraisal Foundation
- Licensed Texas Real Estate Broker No. 352690
- Member - Lufkin Association of Realtors and Lufkin Multiple Listing Service
- Member – National Association of Realtors
- Member – Texas Association of Realtors

COMMITTEES AND POSITIONS SERVED

- Appraiser Qualifications Board, The Appraisal Foundation (8-year mandatory term limit), appointed in 2014, Vice Chair from 2016-2017, Chair from 2018-2021.

- President, American Society of Farm Managers and Rural Appraisers, Texas Chapter, 2005-2006
- District V Experience Review Chairman, American Society of Farm Managers and Rural Appraisers, 2004-2008
- Chair of Appraisal Education Committee, American Society of Farm Managers and Rural Appraisers, 2005-2008
- Vice Chair of Appraisal Education/Accreditation Committee, American Society of Farm Managers and Rural Appraisers, 2009-2010
- Approved Instructor, American Society of Farm Managers and Rural Appraisers
- President, Lufkin Multiple Listing Service – 2005
- H. E. “Buck” Stalcup Excellence in Education Award, 2007, American Society of Farm Managers and Rural Appraisers

EXPERIENCE

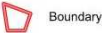
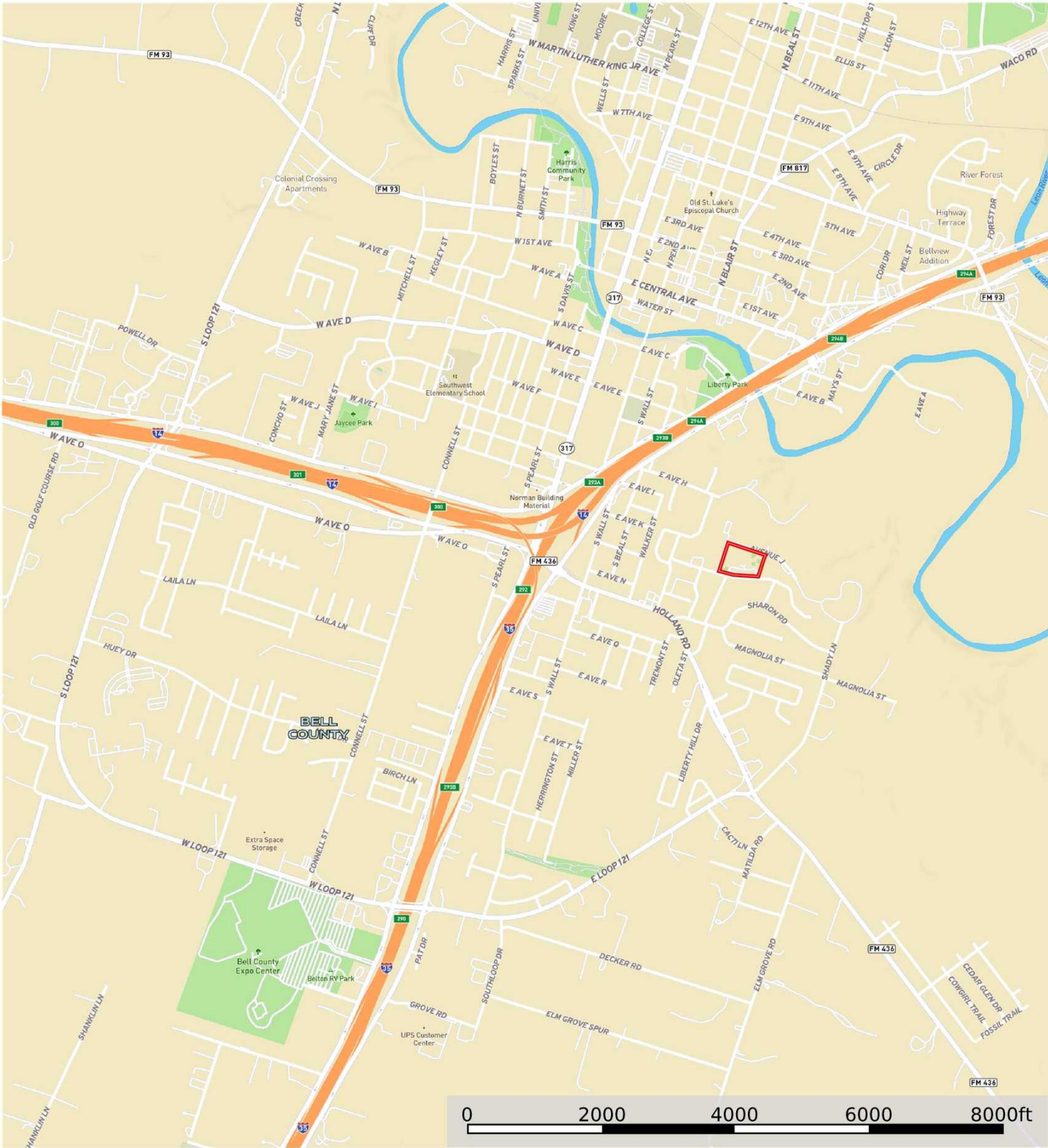
Mr. Lewis began his appraisal career in June 1984 with Dickerson-Seely & Associates, Inc. (now Lewis & Seely Appraisals, Inc.) and worked as a contract appraiser performing a variety of appraisal assignments including residential, commercial, agricultural, and industrial properties.

In 1992, Mr. Lewis became a Principal of Dickerson-Seely & Associates, Inc. In 2011, the corporate name was changed to Lewis & Seely Appraisals, Inc., to better reflect the long-standing ownership of the corporation. Mr. Lewis presently serves the corporation as Vice President. Appraisal duties include specialized agricultural, commercial, and litigation support assignments. Mr. Lewis also provides appraisal review services for various clients including individuals, attorneys, lenders, and government agencies.

Addenda

Miller Heights Elementary School
Bell County, Texas, 8.36 AC +/-

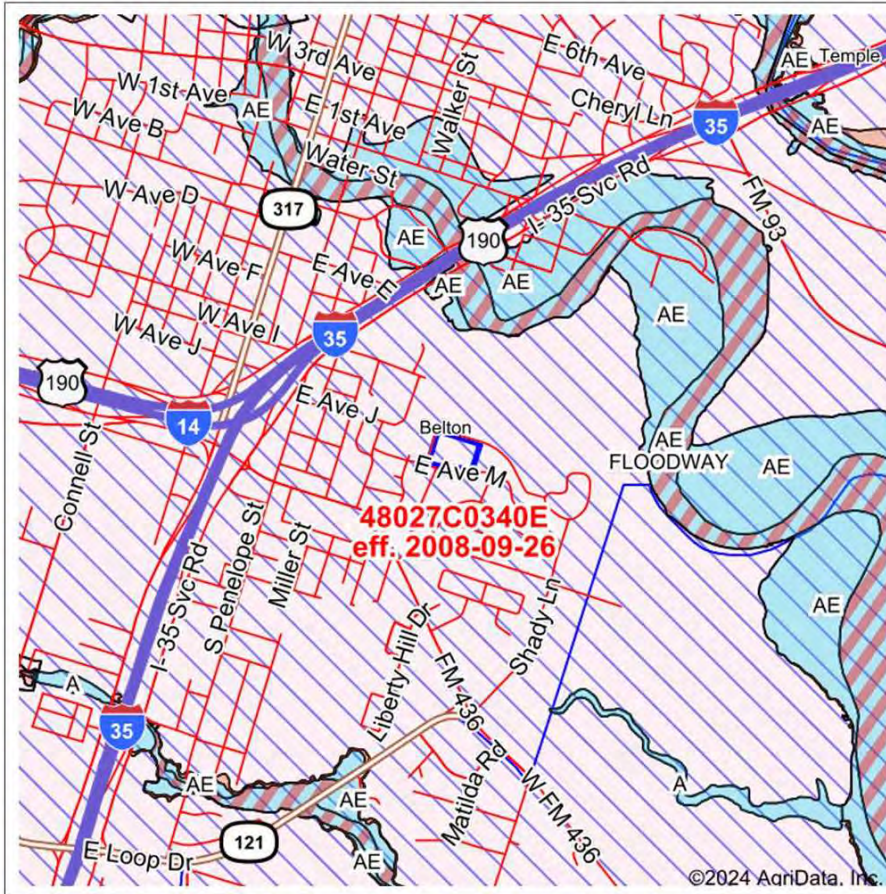
Lewis & Seely
Appraisals Inc.



Boundary



FEMA Report



Map Center: 31.044859, -97.457975
 State: TX Acres: 5.42
 County: Bell Date: 7/26/2024
 Location:
 Township: Belton

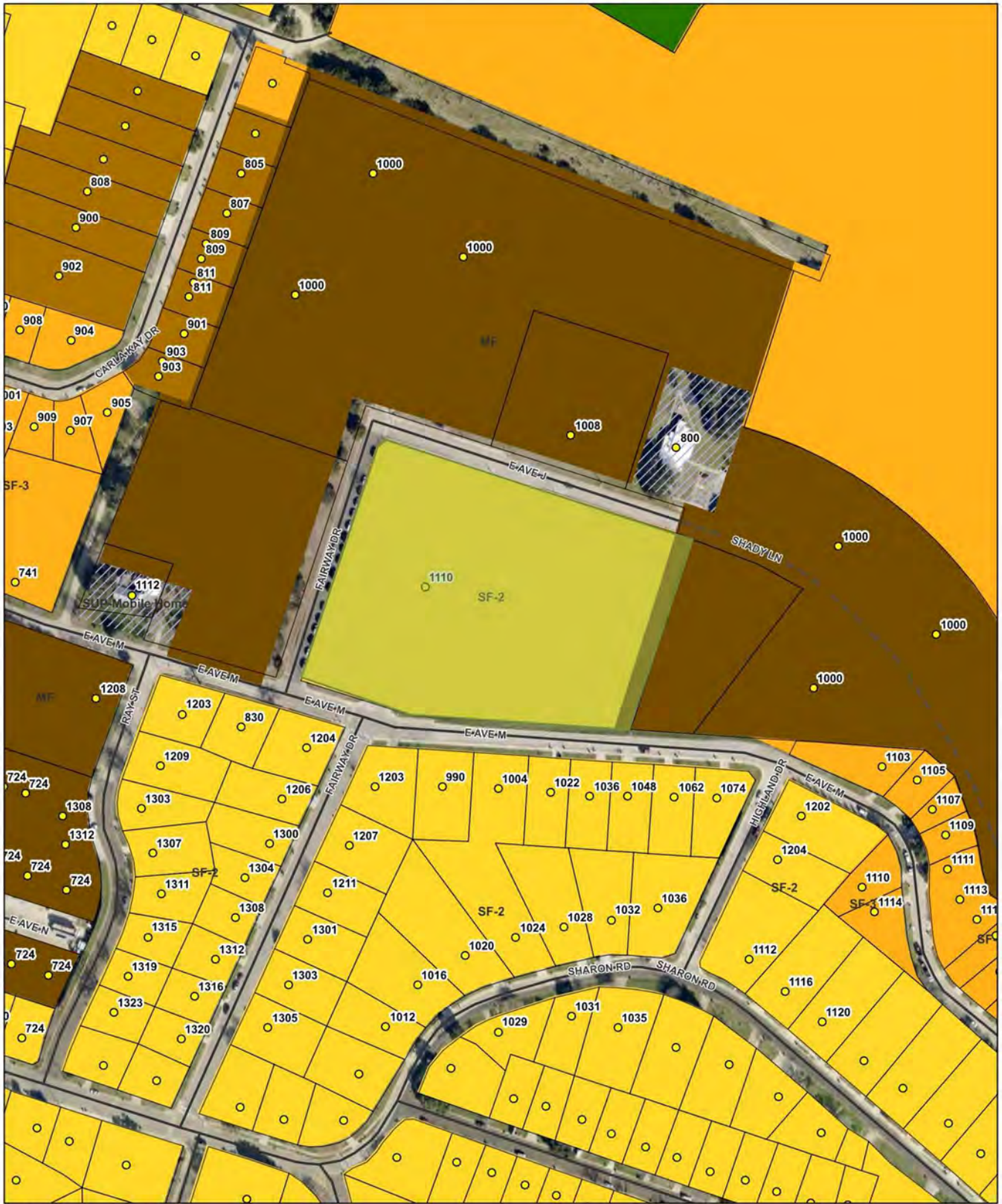
Lewis & Seely
 Appraisals Inc.

Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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Name		Number	County	NFIP Participation	Acres	Percent
CITY OF BELTON		480028	Bell	Regular	5.42	100%
Total					5.42	100%
Map Change			Date	Case No.	Acres	Percent
No					0	0%
Zone	SubType		Description		Acres	Percent
X	AREA OF MINIMAL FLOOD HAZARD		Outside 500-year Floodplain		5.42	100%
Total					5.42	100%
Panel			Effective Date		Acres	Percent
48027C0340E			9/26/2008		5.42	100%
Total					5.42	100%

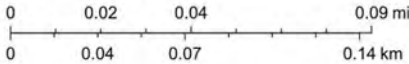
City of Belton Web Map



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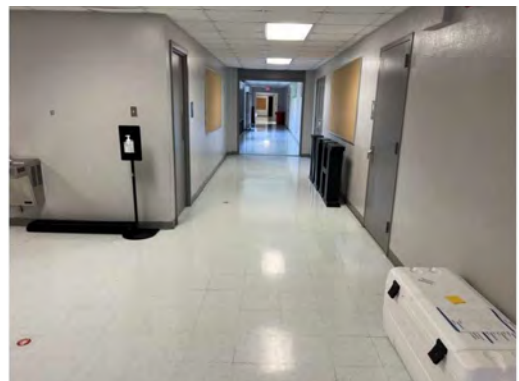
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|-------------------|-----------------|---------------------|
| Override 1 | Current_Zoning | Single Family-3 |
| Belton Addressing | Agricultural | Specific Use Permit |
| Address Points | Multi Family | Two Family |
| City Parcels | Single Family-2 | Belton City Limits |

1:2,257

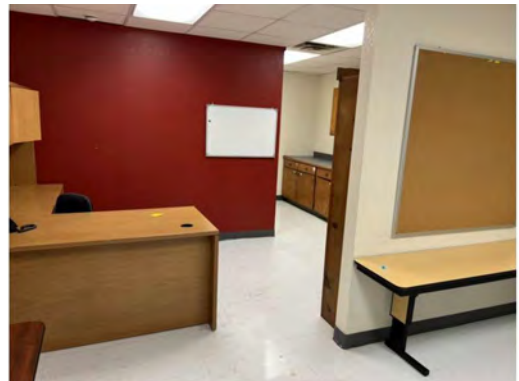


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Subject Photos





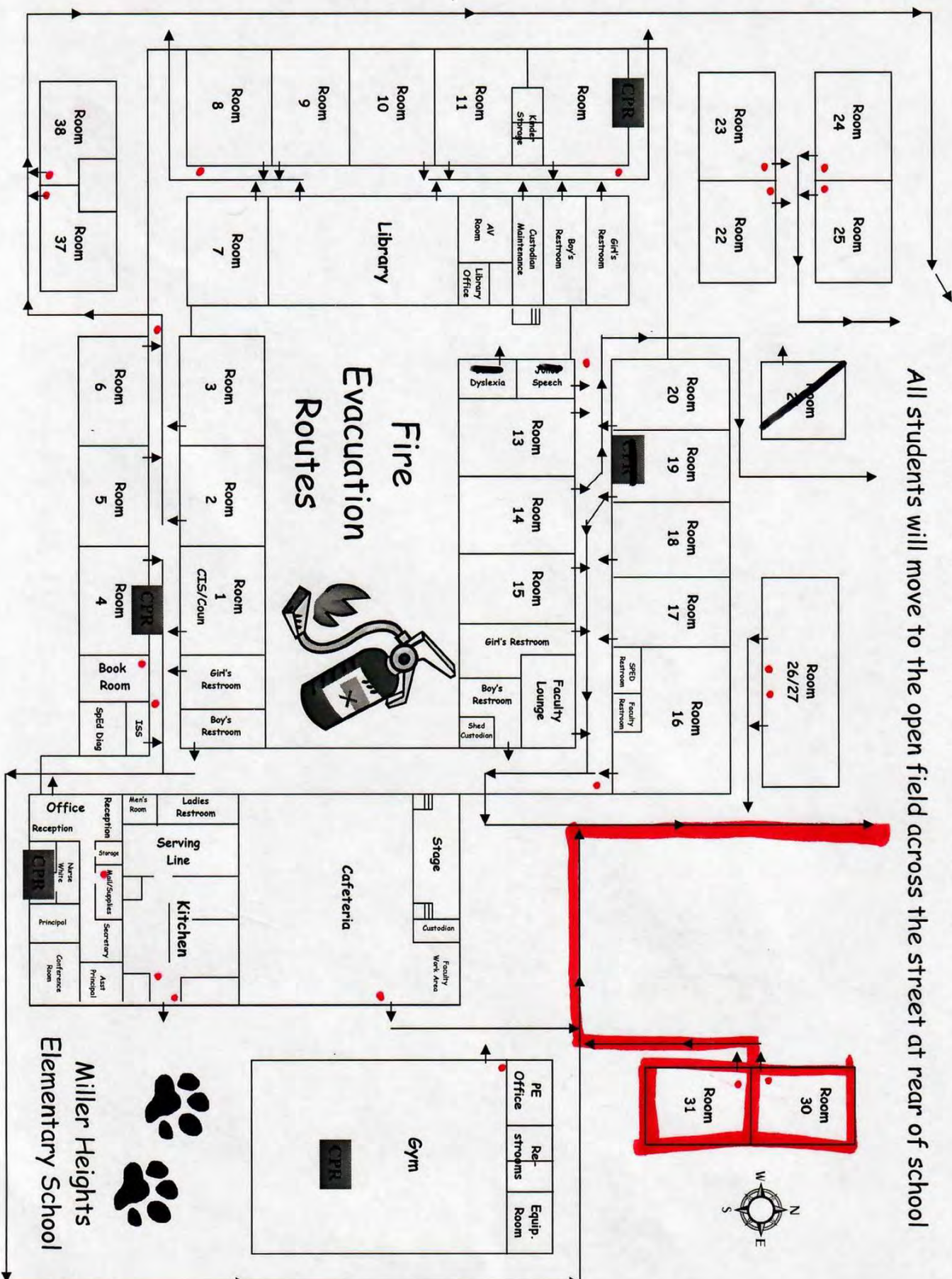




Evacuation Sight- Field to the North of campus

2 2 2 1 1 1 K K K 5 5 5 4 4 4 3 3 3

All students will move to the open field across the street at rear of school



Miller Heights
Elementary School



Miller Heights Elementary School

Belton ISD



Year Built: 1962; 1993

Building Area: 45,006

Functional Capacity: 444

Facility Condition Index (FCI): 42%

Utilization: 68%

Miller Heights Elementary School



Priority	Item #	Photo	Item Description	Discipline	Classification	Category	Source	TOTAL
Architecture								
2	1	P1	Replace vinyl tile in throughout.	Architecture	Flooring	Life Cycle	Consultant Assessment	\$157,500.00
2	2		Paint all previously painted interior surfaces (repair/patch walls prior to painting)	Architecture	Interior Finishes	Life Cycle	Consultant Assessment	\$120,750.00
2	3	P2	Paint all previously painted doors, frames, and lite kits	Architecture	Interior Finishes	Life Cycle	Consultant Assessment	\$31,500.00
3	4	P3	Provide new electronic marquee sign.	Architecture	Building Graphics	Life Cycle	Consultant Assessment	\$45,937.50
3	5		Renovate administration area (include reception, admin offices, counselor suite, conference room, clinic suite, restrooms, etc)	Architecture	Renovation	Life Cycle	Consultant Assessment	\$410,156.25
3	6		Provide site wayfinding signage.	Architecture	Signage/ Wayfinding	Life Cycle	Consultant Assessment	\$26,250.00
3	7	P4	Repaint and refurbish student lockers.	Architecture	Lockers	Life Cycle	Consultant Assessment	\$32,812.50
ADA	8	P5	Renovate restrooms to ensure ADA accessibility	Architecture	Renovation	Life Cycle	Consultant Assessment	\$557,812.50
ADA	9	P6	Remove and replace cabinets with ADA compliant ones.	Architecture	Casework	Life Cycle	Consultant Assessment	\$59,062.50
ADA	10		Remove and replace non ADA compliant Door Hardware	Architecture	Doors	Life Cycle	Consultant Assessment	\$17,062.50
ADA	11	P7	Replace room signage for consistency and ADA compliance.	Architecture	Signage/ Wayfinding	Life Cycle	Consultant Assessment	\$45,937.50
ADA	12	P8	Replace ceiling in cafeteria	Architecture	Ceiling	Life Cycle	Consultant Assessment	\$16,078.13
ADA	13	P9	Provide ADA compliant access to and from stage	Architecture	Renovation	Life Cycle	Consultant Assessment	\$39,375.00
M	14		Repaint all exterior handrails	Architecture	Railings (guard/hand/etc)	Life Cycle	Consultant Assessment	\$4,265.63
Building Envelope/Roofing								
1	15		Partial Roof Replacement (Recommended in 2022) Section 2	Building Envelope/Roofing	Roof Replacement	Life Cycle	Consultant Assessment	\$125,611.50
2	16		Repair flashing (refer to Roof Report for additional details)	Building Envelope/Roofing	Flashing	Life Cycle	Consultant Assessment	\$11,156.25
3	17		Partial Roof Replacement (Recommended in 2028) Section 1	Building Envelope/Roofing	Roof Replacement	Life Cycle	Consultant Assessment	\$303,502.50
Future	18		Partial Roof Replacement (Recommended in 2028) Sections 3, 4, 5, and 6	Building Envelope/Roofing	Roof Replacement	Life Cycle	Consultant Assessment	\$118,278.56
M	19		Repair open pipe boot (refer to Roof Report for additional details)	Building Envelope/Roofing	Roof Maintenance	Life Cycle	Consultant Assessment	\$590.63
Electrical								
2	20		Replace interior lighting throughout.	Electrical	Lighting (Interior)	Life Cycle	Consultant Assessment	\$235,100.25
M	21		Replace fixtures on existing poles serving front parking lot and drive area	Electrical	Lighting (Exterior)	Life Cycle	Consultant Assessment	\$9,843.75
M	22		Provide 1 new pole and fixture at bus drive on backside of property	Electrical	Lighting (Exterior)	Life Cycle	Consultant Assessment	\$7,875.00
Mechanical								
1	23	P10	Replace dx equipment installed from 1999-2007. (2021-2022)	Mechanical	HVAC	Life Cycle	Consultant Assessment	\$964,031.25
Plumbing								
2	24	P11	Major plumbing renovations throughout. Updating fixtures and repairing piping, provide additional restrooms.	Plumbing	Renovation	Life Cycle	Consultant Assessment	\$1,057,951.13
Safety & Security								
1	25	P12	Replace fire alarm system throughout. (2021-2022)	Safety & Security	Fire Alarm System	Life Cycle	Consultant Assessment	\$161,631.42
1	26		Provide fire sprinkler system throughout. (2021-2022)	Safety & Security	Fire Sprinkler	Life Cycle	Consultant Assessment	\$220,406.48
Technology								
2	27	P13	Replace PA System throughout the building.	Technology	Audio/Visual/ Sound	Life Cycle	Principal Questionnaire	\$49,958.80
Educational Adequacy								
-	28		Consider enhancing security cameras throughout entire school and site.	Safety & Security	Security	Educational Adequacy	Consultant Assessment	\$0.00
-	29	P14	Lacks flexible furniture throughout campus	Architecture	Furniture	Educational Adequacy	Consultant Assessment	\$0.00
-	30		Consider enhancing interior building wayfinding signage.	Architecture	Signage/ Wayfinding	Educational Adequacy	Consultant Assessment	\$0.00
-	31		Consider enhancing site wayfinding signage.	Architecture	Signage/ Wayfinding	Educational Adequacy	Consultant Assessment	\$0.00
-	32		Lacks alternative presentation options to allow for diverse learning activities	Architecture	Technology - General/Misc.	Educational Adequacy	Consultant Assessment	\$0.00
-	33		Lacks movable display solutions that help extend learning beyond the classroom.	Architecture	Technology - General/Misc.	Educational Adequacy	Consultant Assessment	\$0.00
-	34		Lacks furniture solutions that extend connectivity and that can be deployed in areas with limited access to electricity.	Architecture	Furniture	Educational Adequacy	Consultant Assessment	\$0.00
-	35		Lacks mobile technology options in all areas, including but not limited to movable interactive boards and computer/tablet carts.	Architecture	Technology - General/Misc.	Educational Adequacy	Consultant Assessment	\$0.00

Miller Heights Elementary School



Priority	Item #	Photo	Item Description	Discipline	Classification	Category	Source	TOTAL
-	36		Lacks multipurpose room accessible to all teachers, equipped with robust technology and display options.	Architecture	Renovation	Educational Adequacy	Consultant Assessment	\$0.00
-	37		Lacks diverse settings for collaboration for students and staff within school.	Architecture	Renovation	Educational Adequacy	Consultant Assessment	\$0.00
-	38		Consider renovating classroom wings due to lack of collaboration areas adjacent to classrooms. Replace lost classrooms with new addition that provides added capacity and storage. Collaboration areas to have robust technology and display options.	Architecture	Renovation	Educational Adequacy	Consultant Assessment	\$0.00
-	39		Lacks collaboration areas in outdoor learning and dining areas.	Architecture	Renovation	Educational Adequacy	Consultant Assessment	\$0.00
-	40		Lacks windows from classrooms to hallways/ collaboration spaces for increased visibility and flexibility.	Architecture	Wall Repair (Interior)	Educational Adequacy	Consultant Assessment	\$0.00
-	41		Lacks adequate permanent gym facility with accessible restrooms and storage.	Architecture	Renovation	Educational Adequacy	Consultant Assessment	\$0.00
-	42		Lacks sufficient electrical outlets for charging devices	Electrical	Electrical General	Educational Adequacy	Consultant Assessment	\$0.00
-	43		Consider enhancing fencing, security lighting and cameras at all hidden spots on campus.	Safety & Security	Security	Educational Adequacy	Consultant Assessment	\$0.00
-	44		Consider campus lock down button that is tied to security doors in pod areas.	Safety & Security	Security	Educational Adequacy	Consultant Assessment	\$0.00

LIFE CYCLE TOTALS	
1	\$ 1,471,680.66
2	\$ 1,663,916.43
3	\$ 818,658.75
ADA	\$ 735,328.13
TOTAL	\$ 4,689,583.96
Future Consideration	\$ 118,278.56
M	\$ 22,575.00

FACILITY CONDITION INDEX (Life-Cycle Items Only)

The Facility Condition Index (FCI) is used throughout the facility assessment industry as a general indicator of building health. The FCI is calculated by dividing the Facility Condition Repair Cost by the Replacement Value. As a rule of thumb, an FCI of 0% - 10% is considered Excellent, 11% - 20% is Good, 21% - 40% is Fair, 41% - 59% is considered Poor, and 60% and above is considered Very Poor.

Priority		SubTotals
P1	100%	\$ 1,471,680.66
P2	100%	\$ 1,663,916.43
P3	100%	\$ 818,658.75
ADA	100%	\$ 735,328.13

FACILITY CONDITION REPAIR COST \$ 4,689,583.96

FACILITY REPLACEMENT VALUE (SQ.FT. X REPLACEMENT COST PER SF) \$ 11,237,548.14

FACILITY CONDITION INDEX **42%**

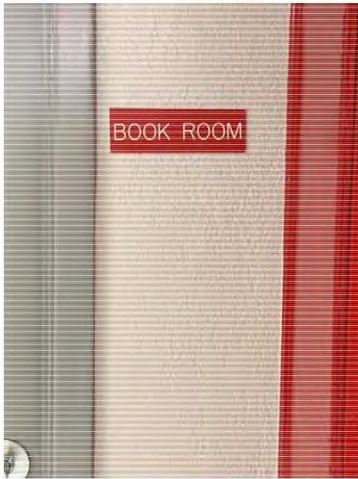
Miller Heights Elementary School

Photos

Item #	
P1	
P2	
P3	
P4	
P5	
P6	

Item #

P7



P8



P9



P10



P11



P12



Item #

P13



P14





CAMPUS SCORECARD

Campus: Miller Heights Elementary School

Overall Score: 6 (out of 15)

These Guiding Principles will provide the filter by which all learning environments and facilities are measured, and will reflect the District's Vision, Mission and Journey of a Graduate.

		SCORE
	Flexibility	1
	Technology	1
	Furniture	1
	Safety & Security	2
	Collaboration	1

- Maximum points awarded to each campus is 15 points
- Scores 10+ will be considered Satisfactory
- Scores of 5-9 will be considered Average
- Scores below 5 will be considered Needing Attention

Miller Heights Elementary School

Mechanical Equipment List

Tag #	Make	Model Number	Serial Number	Electrical Info	Manufacture Date	Approximate Tonnage
WP	BARD	W36A2-A10	309N133076130-02	208/230/1/60/58	2013	3
WP	BARD	W36A2-A10	309N133076127-02	208/230/1/60/58	2013	3
WP	BARD	W36A2-A10	309N133076120-02	208/230/1/60/58	2013	3
WP	BARD	W36A2-A10	309N133076135-02	208/230/1/60/58	2013	3
WP	BARD	W36A2-A08	263N052098278-02	208/230/1/60/59	2005	3
RTU-12	LENNOX	KGA048S4DM2Y	5613A01322	208/230/3/60/26	2013	4
RTU-11	LENNOX	KGA048S4DM2Y	5612L08958	208/230/3/60/26	2012	4
RTU-10	LENNOX	KGA048S4DM2Y	5612K08884	208/230/3/60/26	2012	4
RTU-9	LENNOX	KGA048S4DM2Y	5612M02501	208/230/3/60/26	2012	4
RTU-8	LENNOX	KGA048S4DM2Y	5612L08959	208/230/3/60/26	2012	4
RTU-7	LENNOX	KGA048S4DM2Y	5612J09637	208/230/3/60/26	2012	4
RTU-6	LENNOX	KGA048S4DM2Y	5612J09636	208/230/3/60/26	2012	4
RTU-5	LENNOX	LGA072H2BS2Y	5607L17411	208/230/3/60/38	2007	6
RTU-4	LENNOX	LGA072H2BS2Y	5607L12292	208/230/3/60/38	2007	6
RTU-3	LENNOX	TGA150S2BM	5607L17548	208/230/3/60/67	2007	12.5
RTU-2	LENNOX	TGA150S2BM1Y	5607L12550	208/230/3/60/67	2007	12.5
RTU-1	LENNOX	TGA150S2BM1Y	5608A03710	208/230/3/60/67	2008	12.5
RTU- LIB	LENNOX	KGA048S4DM	5610B04665	208/230/3/60/28	2010	4
RTU- S. LIB	LENNOX	KGA048S4DM	5610B10491	208/230/3/60/28	2010	4
RTU-CZ1	LENNOX	KGA060S4DS3Y	5612D10096	208/230/3/60/27	2012	5
RTU-GROUND	LENNOX	KHA150S4MN1Y	5619K01551	208/230/3/60/68	2019	12.5
CU	CARRIER	38EYA048500	1600E07568	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	2100E09079	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	1600E07564	208/230/3/60/19.8	2000	4
CU	LENNOX	HS29-018-2P	5801K 80212	208/230/1/60	2001	1.5
CU	CARRIER	38EYA048500	1600E07566	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	1600E07578	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	1600E07573	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	1600E07570	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	1600E07574	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	1600E07575	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	1600E07576	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	1600E07567	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	2100E09097	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	1600E07565	208/230/3/60/19.8	2000	4
CU	CARRIER	38EYA048500	1600E07569	208/230/3/60/19.8	2000	4
CU	LENNOX	HS26-036-2Y	5801L 09113	208/230/3/60/14	2001	3
CU	CARRIER	38EYA060500	2100E09147	208/230/3/60/24	2000	5
MH34	LENNOX	HS18-141-6P	5186F20665	208/230/1/60/8.5	1986	1.5
MINI CU	LENNOX	MS7-HO-18P1A	S2812A50914	208/230/1/60/14	2012	1.5
MINI CU	LENNOX	MS7-HO-18P1A	S2812A508**	208/230/1/60/14	2012	1.5
MINI CU	LENNOX	MS7-HO-18P1A		208/230/1/60/14	2012	1.5
MINI CU	LENNOX	MS7-HO-18P1A		208/230/1/60/14	2012	1.5
MINI CU	LENNOX	MS7-HO-18P1A	S2812A50919	208/230/1/60/14	2012	1.5
WU	FRIEDRICH	UNKNOWN WINDOW UNIT				
WU	FRIEDRICH	UNKNOWN WINDOW UNIT				

Miller Heights Elementary School							
Electrical Information Sheet							
Equipment Tag	Location	Maker	Volts/KVA	Phase	Amps	Fed From	Condition
NT PANEL 1	OUTSIDE	SQUARE D	N/A	N/A	N/A	N/A	FAIR
NT PANEL 2	Unknown	*Challenger	120/208/240	3	200		GOOD
A3	ELECTRICAL CLOSET	SQUARE D	120/240	3	200		GOOD
DPA PANEL	ELECTRICAL CLOSET	SQUARE D	250AC-DC/600AC	3	800		GOOD
PANEL A	ELECTRICAL CLOSET	SQUARE D	120/208/240	3	225	DPA PANEL	GOOD
A1	ELECTRICAL CLOSET	SQUARE D	120/208/240	3	225		GOOD
A2	ELECTRICAL CLOSET	SQUARE D	120/240	3			GOOD
LA	ELECTRICAL CLOSET	SQUARE D	120/208/240	3	225	DP	GOOD
NT PANEL 3	ELECTRICAL CLOSET	SQUARE D	120/240	3			GOOD
K2	ELECTRICAL CLOSET	SQUARE D	120/208/240	3	225	K1	GOOD
K1	ELECTRICAL CLOSET	SQUARE D	120/208	3	225	DP	GOOD
DP	ELECTRICAL CLOSET	SQUARE D	208/120	3	800		GOOD
NT PANEL 4	JANITOR CLOSET	SQUARE D	120/240	1	225		GOOD
NT DP 1	ELECTRICAL CLOSET	SQUARE D	250AC-DC/600AC	3	600		GOOD
NT PANEL 5	ELECTRICAL CLOSET	SQUARE D	120/208/240	3	225		GOOD
MDP	OUTSIDE	N/A	N/A	3	N/A	UTILITY	FAIR

*MIXING VENDORS FOR BREAKERS USED IN PANEL: CODE VIOLATION

EMA Engineering & Consulting
Tyler | Austin | Houston | DFW | El Paso
TBEF Firm Registration No. F-693
www.EMAengineer.com
Phone: 1.800.933.0538

DESIGN SOLVE ENHANCE

SUBMISSION OF BID WILL BE CONSIDERED ACKNOWLEDGMENT THAT THE CONTRACTOR HAS REVIEWED THE SITE AND HAS ACCEPTED THE EXISTING CONDITIONS AND INCLUDED ANY NECESSARY MODIFICATION TO EXISTING AND NEW WORK REQUIRED FOR INSTALLATION OF A COMPLETE AND WORKING SYSTEM.



Management Report



Belton ISD
Miller Heights Elementary
1110 Fairway Drive, Belton, TX



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Site Overview



Total Sections: 6
Total Sq Ft: 50,881

Map	Name	Sq Ft	Est Install	Grade
1	Section 1	28,905	2000	B
2	Section 2	11,963	2000	D
3	Section 3	1,619	2000	A
4	Section 4	3,743	2000	A
5	Section 5	1,566	2000	A
6	Section 6	3,085	2000	A

Jan 19, 2021 - 2:18PM

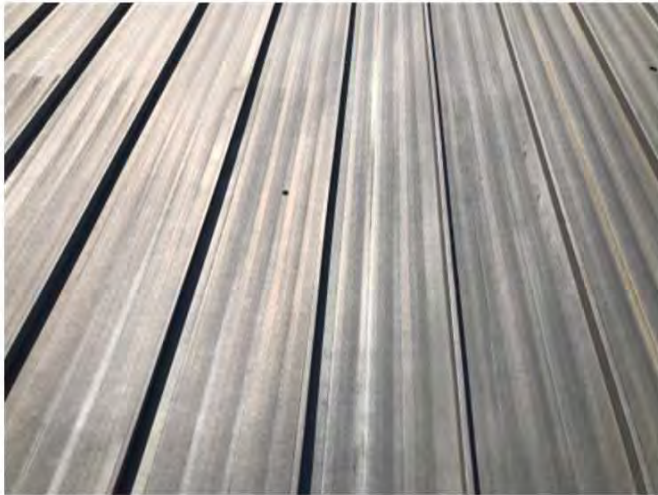


Composition

Section: Section 1
Size: 28905
Overall Grade: B

Inspection Date: 12/01/2020
Inspector: Dustin King

Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513



Core 1

Standing Seam Metal

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Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Observations

Section: Section 1
Size: 28905
Overall Grade: B

Inspection Date: 12/01/2020
Inspector: Dustin King



North View



South View



East View



West View



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513



Deficiencies

Section: Section 1
Size: 28905
Overall Grade: B

Inspection Date: 12/01/2020
Inspector: Dustin King



General - Pipe Flashing (Remedial)

Quantity: 87 EA

Deficiency:

Sealant around pipe base flashing has worn out and is sealing properly.

Corrective Action:

Clean area and apply proper sealant along the seam.

Estimated Repair Cost:

\$8,500.00



General - Pipe Boot Open (Emergency)

Quantity: 1 EA

Deficiency:

Pipe boot is cracked/split and allowing water to get into the building.

Corrective Action:

Remove old boot and install new boot according to manufactures specifications.

Estimated Repair Cost:

\$450.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Summary

Section: Section 1
Size: 28905
Overall Grade: B

Inspection Date: 12/01/2020
Inspector: Dustin King



Condition Summary

Membrane: A
Flashings: C
Sheet Metal: A

Overall: B

Overall Grade

A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Estimated Replacement: 2028

Recommendations

Repair documented deficiencies and execute preventative maintenance on all flashings. Continue to inspect each year.

The Estimated Replacement Cost includes a lay-over membrane system, Class 4 Hail rating, 2" Hail Warranty, and 20-year Manufacturer's Warranty.

Estimated Repair Costs: \$8,950.00

Estimated Replacement Costs: \$231,240.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513



Summary

Section: Section 1
Size: 28905
Overall Grade: B

Inspection Date: 12/01/2020
Inspector: Dustin King

1 - Section 1 (28,905 Sq Ft) Grade B

Deficiency

Pipe Flashing
Pipe Boot Open
Full Replacement
Total

Qty	Emergency	Remedial	Replacement
87 EA		\$8,500.00	
1 EA	\$450.00		
28,905 Sq Ft			\$231,240.00
	\$450.00	\$8,500.00	\$231,240.00

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Composition

Section: Section 2
Size: 11963
Overall Grade: D

Inspection Date: 12/01/2020
Inspector: Dustin King

Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513



Core 1

Modified Bitumen



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Deficiencies

Section: Section 2
Size: 11963
Overall Grade: D

Inspection Date: 12/01/2020
Inspector: Dustin King



General - Debris (Remedial)

Quantity: 2 EA

Deficiency:

Debris on membrane is damaging membrane.

Corrective Action:

We will remove and dispose of debris and repair damaged membrane if found.



General - Improper Installation (Remedial)

Quantity: 13 EA

Deficiency:

The original installation of this detail was done improperly and not per industry standards.

Corrective Action:

Remove the existing detail and install a new detail per the industry and manufacturers recommendations and details.

Estimated Repair Cost:

\$15,000.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Summary

Section: Section 2
Size: 11963
Overall Grade: D

Inspection Date: 12/01/2020
Inspector: Dustin King



Condition Summary

Membrane: C
Flashings: D
Sheet Metal: B

Overall: D

Overall Grade

A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Estimated Replacement: 2022

Recommendations

Before repairing any of the documented deficiencies, compare the cost to reroof versus the cost to repair an old roof. Spot repair leaks as they occur and continue to monitor each year.

The Estimated Replacement Cost includes a lay-over membrane system, Class 4 Hail rating, 2" Hail Warranty, and 20-year Manufacturer's Warranty.

Estimated Repair Costs: \$15,000.00

Estimated Replacement Costs: \$95,704.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513



Summary

Section: Section 2
Size: 11963
Overall Grade: D

Inspection Date: 12/01/2020
Inspector: Dustin King

2 - Section 2 (11,963 Sq Ft) Grade D

Deficiency

Debris

Improper Installation

Full Replacement

Total

Qty	Emergency	Remedial	Replacement
2 EA		\$0.00	
13 EA		\$15,000.00	
11,963 Sq Ft			\$95,704.00
	\$0.00	\$15,000.00	\$95,704.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Summary

Section: Section 3
Size: 1619
Overall Grade: A

Inspection Date: 12/01/2020
Inspector: Dustin King



Condition Summary

Overall: A

Overall Grade

A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Estimated Replacement: 2030

Recommendations

Continue to monitor every year.

The Estimated Replacement Cost includes a lay-over membrane system, Class 4 Hail rating, 2" Hail Warranty, and 20-year Manufacturer's Warranty.

Estimated Replacement Costs: \$14,571.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Summary

Section: Section 3
Size: 1619
Overall Grade: A

Inspection Date: 12/01/2020
Inspector: Dustin King



3 - Section 3 (1,619 Sq Ft) Grade A

Deficiency

Full Replacement
Total

Qty	Emergency	Remedial	Replacement
1,619 Sq Ft			\$14,571.00
	\$0.00	\$0.00	\$14,571.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Summary

Section: Section 4
Size: 3743
Overall Grade: A

Inspection Date: 12/01/2020
Inspector: Dustin King



Condition Summary

Overall: A

Overall Grade

A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Estimated Replacement: 2030

Recommendations

Continue to monitor every year.

The Estimated Replacement Cost includes a lay-over membrane system, Class 4 Hail rating, 2" Hail Warranty, and 20-year Manufacturer's Warranty.

Estimated Replacement Costs: \$33,687.00

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Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Summary

Section: Section 4
Size: 3743
Overall Grade: A

Inspection Date: 12/01/2020
Inspector: Dustin King



4 - Section 4 (3,743 Sq Ft) Grade A

Deficiency

Full Replacement

Total

Qty	Emergency	Remedial	Replacement
3,743 Sq Ft			\$33,687.00
	\$0.00	\$0.00	\$33,687.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Summary

Section: Section 5
Size: 1566
Overall Grade: A

Inspection Date: 12/01/2020
Inspector: Dustin King



Condition Summary

Overall: A

Overall Grade

A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Estimated Replacement: 2030

Recommendations

Continue to monitor every year.

The Estimated Replacement Cost includes a lay-over membrane system, Class 4 Hail rating, 2" Hail Warranty, and 20-year Manufacturer's Warranty.

Estimated Replacement Costs: \$14,094.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513



Summary

Section: Section 5
Size: 1566
Overall Grade: A

Inspection Date: 12/01/2020
Inspector: Dustin King

5 - Section 5 (1,566 Sq Ft) Grade A

Deficiency

Full Replacement
Total

Qty	Emergency	Remedial	Replacement
1,566 Sq Ft			\$14,094.00
	\$0.00	\$0.00	\$14,094.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Summary

Section: Section 6
Size: 3085
Overall Grade: A

Inspection Date: 12/01/2020
Inspector: Dustin King



Condition Summary

Overall: A

Overall Grade

A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Estimated Replacement: 2030

Recommendations

Continue to monitor every year.

The Estimated Replacement Cost includes a lay-over membrane system, Class 4 Hail rating, 2" Hail Warranty, and 20-year Manufacturer's Warranty.

Estimated Replacement Costs: \$27,765.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513



Site Overview
Section 1
Section 2
Section 3
Section 4
Section 5
Section 6
Budget Matrix

Summary

Section: Section 6
Size: 3085
Overall Grade: A

Inspection Date: 12/01/2020
Inspector: Dustin King

6 - Section 6 (3,085 Sq Ft) Grade A

Deficiency

Full Replacement

Total

Qty	Emergency	Remedial	Replacement
3,085 Sq Ft			\$27,765.00
	\$0.00	\$0.00	\$27,765.00



Miller Heights Elementary
1110 Fairway Drive
Belton, TX 76513

Budget Matrix
 Miller Heights Elementary
 Belton, TX
 50881Sq Ft

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining



		Emergency	Remedial	Replacement
1 - Section 1 (28,905 Sq Ft) Grade B				
Projected Replacement: 2028				
Deficiency	Qty			
Pipe Flashing	87 EA		\$8,500.00	
Pipe Boot Open	1 EA	\$450.00		
Full Replacement	28,905 Sq Ft			\$231,240.00
Total		\$450.00	\$8,500.00	\$231,240.00
2 - Section 2 (11,963 Sq Ft) Grade D				
Projected Replacement: 2022				
Deficiency	Qty			
Debris	2 EA		\$0.00	
Improper Installation	13 EA		\$15,000.00	
Full Replacement	11,963 Sq Ft			\$95,704.00
Total		\$0.00	\$15,000.00	\$95,704.00
3 - Section 3 (1,619 Sq Ft) Grade A				
Projected Replacement: 2030				
Deficiency	Qty			
Full Replacement	1,619 Sq Ft			\$14,571.00
Total		\$0.00	\$0.00	\$14,571.00
4 - Section 4 (3,743 Sq Ft) Grade A				
Projected Replacement: 2030				
Deficiency	Qty			
Full Replacement	3,743 Sq Ft			\$33,687.00
Total		\$0.00	\$0.00	\$33,687.00
5 - Section 5 (1,566 Sq Ft) Grade A				
Projected Replacement: 2030				
Deficiency	Qty			
Full Replacement	1,566 Sq Ft			\$14,094.00
Total		\$0.00	\$0.00	\$14,094.00
6 - Section 6 (3,085 Sq Ft) Grade A				
Projected Replacement: 2030				
Deficiency	Qty			
Full Replacement	3,085 Sq Ft			\$27,765.00

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Total	\$0.00	\$0.00	\$27,765.00
	Emergency	Remedial	Replacement
Budget Totals	\$450.00	\$23,500.00	\$417,061.00

Asbestos Management Plan

Belton ISD - Building Inventory List as of 7/11/2024

Red underlined and bolded buildings have asbestos-containing building materials. This Building Inventory shall contain all facilities, including renovations and additions, owned by the school district. Inaccurate building inventories are a violation of AHERA section § 763.85.

Please contact your Asbestos Management Planner for any needed updates to the Building Inventory.

Miller Heights Elementary

Building	Address	Square Footage	Hazard Types (Total Area Size)
<u>Main Building</u>	1110 Fairway Dr. Belton, Texas 76513	40,137	Nonfriable Miscellaneous Material (1575 SF), Nonfriable Surfacing Material (Unknown SF)
P.E. Building	1110 Fairway Dr. Belton, Texas 76513	5,000	No asbestos

2 building(s)

Asbestos Management Plan

Belton ISD - Homogeneous Area List as of 7/11/2024

Red, underlined, and bolded materials are asbestos-containing or assumed positive.

- Any building material not on this list should be assumed to be asbestos-containing until the material can be sampled in compliance with AHERA and TAPHR regulations.
- Any building material listed as "Assumed Positive" must be sampled prior to disturbing the material via activities such as repairs, renovations, demolitions, or removals.
- Contact your Asbestos Management Planner to make updates to the Homogeneous Area List.

Campus: Miller Heights Elementary

Building: Main Building

Area: Back Hallway

Material	Contains Asbestos	Material Area Size	Removal Status
<u>12" Beige floor tile & mastic (black)</u>	Yes	Unavailable	Not Removed

Area: Classrooms

Material	Contains Asbestos	Material Area Size	Removal Status
<u>9" Floor tile in Rooms #17,18 & 15.</u>	Yes	1575 SF	Not Removed
Blue carpet in Room #22	No	Unavailable	Not Removed
Brown Carpet in Room #4.	No	Unavailable	Not Removed
Brown Carpet in Rooms #2 & #6	No	Unavailable	Not Removed
Carpet in Room #20.	No	Unavailable	Not Removed
Ceiling Tile in Room #17.	No	Unavailable	Not Removed
Sheetrock wall in Room #9	No	Unavailable	Not Removed
Sheetrock walls from room #7,12 & 16.	No	Unavailable	Not Removed
Vinyl covered sheetrock	No	Unavailable	Not Removed

Area: Front (all other) windows

Material	Contains Asbestos	Material Area Size	Removal Status
Window caulking (silicon)	No	Unavailable	Not Removed

Area: Hallway & Breakroom

Material	Contains Asbestos	Material Area Size	Removal Status
12" White w/ brown spots floor tile & mastic (black)	No	Unavailable	Not Removed
9" Brown Floor Tile in hallway	No	Unavailable	Not Removed
Ceiling Tile	No	Unavailable	Not Removed

Asbestos Management Plan

Belton ISD - Homogeneous Area List as of 7/11/2024

Area: Throughout

Material	Contains Asbestos	Material Area Size	Removal Status
2' * 4' Ceiling tile (Original)	No	Unavailable	Not Removed
2' * 4' Ceiling tile (Patch)	No	Unavailable	Not Removed
2'*2' Ceiling tile in Kitchen	No	Unavailable	Not Removed
4" Dark brown cove base & mastic (brown)	No	Unavailable	Not Removed
9" Brown floor tile in foyer.	N/A	Unavailable	Fully Removed
9" Gray floor tile in Kitchen.	N/A	Unavailable	Fully Removed
Blue Carpet in Library.	No	Unavailable	Not Removed
Brown Carpet in Office	No	Unavailable	Not Removed
Ceiling Tile in Library.	No	Unavailable	Not Removed
Sheetrock	No	Unavailable	Not Removed
<u>Sheetrock texture</u>	Yes	Unavailable	Not Removed

Area: West Wing - Random CLRMS & Library

Material	Contains Asbestos	Material Area Size	Removal Status
Carpet (blue squares, tiny) & mastic (yellow)	No	Unavailable	Not Removed

Area: West Wing - Throughout

Material	Contains Asbestos	Material Area Size	Removal Status
12" Floor tile (cream w/ tan & muted multi colored smudges) & mastic (yellow)	No	Unavailable	Not Removed

Building: P.E. Building

Area: Gym Office

Material	Contains Asbestos	Material Area Size	Removal Status
2x2 Ceiling tile (random fissures & pinholes)	No	Unavailable	Not Removed
Carpet (brown) & mastic (yellow)	No	Unavailable	Not Removed

Area: Gym Restrooms

Material	Contains Asbestos	Material Area Size	Removal Status
12" Floor tile (white w/ gold smears) & mastic (yellow)	No	Unavailable	Not Removed

Asbestos Management Plan

Belton ISD - Homogeneous Area List as of 7/11/2024

Area: Throughout Gym

Material	Contains Asbestos	Material Area Size	Removal Status
4" Cove base (brwon) & mastic (yellow)	No	Unavailable	Not Removed
Carpet (blue) & mastic (yellow)	No	Unavailable	Not Removed
Sheee	No	Unavailable	Not Removed
Sheetrock w/ texture	No	Unavailable	Not Removed

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Red underlined and bolded materials are asbestos-containing or assumed positive.

- Any building material not on this list should be assumed to be asbestos-containing until the material can be sampled in compliance with AHERA and TAPHR regulations.
- Any building material listed as "Assumed Positive" must be sampled prior to disturbing the material via activities such as repairs, renovations, demolitions, or removals.
- Contact your Asbestos Management Planner to make updates to the Homogeneous Area Report.

Miller Heights Elementary

Building: Main Building

Area: Back Hallway

Material:	<u>12" Beige floor tile & mastic (black)</u>
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Mark Weiss
License/Certification #:	205049
Inspection Date:	10/19/01
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	2%, 10%, 12%
Asbestos Type:	Chrysotile, Chrysotile, Chrysotile
Recommendation:	Put under immediate surveillance and periodic reinspection.
Notes:	• (05/26/05): Tile and mastic are positive. • (01/10/22): Original Amount Found value: 2 (Tile) • (01/10/22): Original Amount Found value: 10 (Mastic) • (01/10/22): Original Amount Found value: 12 (Mastic)

Area: Classrooms

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Material:	9" Floor tile in Rooms #17,18 & 15.
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	1575 SF
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	1%
Asbestos Type:	Chrysotile
Recommendation:	Other
Notes:	• (02/12/03):

Material:	Blue carpet in Room #22
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Friable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Total # of Samples Taken:	1
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Material:	Brown Carpet in Room #4.
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Friable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	1
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Material:	Brown Carpet in Rooms #2 & #6
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Friable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	2
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Material:	Carpet in Room #20.
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Friable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	1
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Notes: • (05/14/02):

Material:	Ceiling Tile in Room #17.
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Barely reachable
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	1
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Material:	Sheetrock wall in Room #9
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	1
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Material: Sheetrock walls from room #7,12 & 16.

Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Material: Vinyl covered sheetrock

Removal Status:	Not Removed
Assumed Positive:	False

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Mark Weiss
License/Certification #:	205049
Inspection Date:	10/19/01
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (10/30/01):

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Area: Front (all other) windows

Material:	Window caulking (silicon)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Surfacing Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Amanda Goodwin
License/Certification #:	205532
Inspection Date:	01/26/06
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	Unavailable
Asbestos Type:	Unavailable
Recommendation:	N/A
Notes:	• (02/13/06):

Area: Hallway & Breakroom

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Material:	12" White w/ brown spots floor tile & mastic (black)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Mark Weiss
License/Certification #:	205049
Inspection Date:	10/19/01
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	12%, 10%
Asbestos Type:	Chrysotile, Chrysotile
Recommendation:	N/A
Notes:	• (07/05/06): Mastic only is positive.....Asbestos removed (June 2006)

Material:	9" Brown Floor Tile in hallway
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Total # of Samples Taken:	2
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Material:	Ceiling Tile
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Barely reachable
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	1
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Area: Throughout

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Material:	2' * 4' Ceiling tile (Original)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Friable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Mark Weiss
License/Certification #:	205049
Inspection Date:	10/19/01
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (10/30/01):

Material:	2' * 4' Ceiling tile (Patch)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Friable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Mark Weiss
License/Certification #:	205049
Inspection Date:	10/19/01
Sampling Method:	Random

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (10/30/01):

Material:	2'*2' Ceiling tile in Kitchen
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Barely reachable
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	2
Sample Locations:	Random
Sampling Result:	50%
Asbestos Type:	Chrysotile
Recommendation:	N/A
Notes:	• (07/05/06): Asbestos has been removed (June 2006)

Material:	4" Dark brown cove base & mastic (brown)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Mark Weiss
License/Certification #:	205049
Inspection Date:	10/19/01
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (10/30/01):

Material:	9" Brown floor tile in foyer.
Removal Status:	Fully Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	1
Sample Locations:	Random
Sampling Result:	1%
Asbestos Type:	Chrysotile
Recommendation:	N/A

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Notes: • (07/05/06): Asbestos has been removed (June 2006)

Material: 9" Gray floor tile in Kitchen.
Removal Status: Fully Removed
Assumed Positive: False
Hazard Type: Nonfriable Miscellaneous Material
Area Size: Unavailable
Damage Type(s): None
Damage Severity: Unavailable
Damage Extent: 0
Accessibility: Within reach
Access Restriction: Daily, no restrictions
Inspector Name: John Ray
License/Certification #: Unknown
Inspection Date: 08/12/88
Sampling Method: Random
Total # of Samples Taken: 3
Sample Locations: Random
Sampling Result: 3%
Asbestos Type: Chrysotile
Recommendation: N/A
Notes: • (07/05/06): Asbestos removed (June 2006)

Material: Blue Carpet in Library.
Removal Status: Not Removed
Assumed Positive: False
Hazard Type: Friable Miscellaneous Material
Area Size: Unavailable
Damage Type(s): None
Damage Severity: Unavailable
Damage Extent: 0
Accessibility: Within reach
Access Restriction: Daily, no restrictions
Inspector Name: John Ray

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	1
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Material:	Brown Carpet in Office
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Friable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	1
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Material:	Ceiling Tile in Library.
Removal Status:	Not Removed
Assumed Positive:	False

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Barely reachable
Access Restriction:	Daily, no restrictions
Inspector Name:	John Ray
License/Certification #:	Unknown
Inspection Date:	08/12/88
Sampling Method:	Random
Total # of Samples Taken:	1
Sample Locations:	Random
Sampling Result:	0 SF
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (05/14/02):

Material:	Sheetrock
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Mark Weiss
License/Certification #:	205049
Inspection Date:	10/19/01
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0 SF

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (10/30/01):

Material:	<u>Sheetrock texture</u>
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Removal Status:	Not Removed
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Assumed Positive:	False
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Hazard Type:	Nonfriable Surfacing Material
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Area Size:	Unavailable
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Damage Type(s):	None
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Damage Severity:	Unavailable
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Damage Extent:	0
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Accessibility:	Within reach
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Access Restriction:	Daily, no restrictions
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Inspector Name:	Mark Weiss
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License/Certification #:	205049
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Inspection Date:	10/19/01
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Sampling Method:	Random
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Total # of Samples Taken:	3
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Sample Locations:	Random
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Sampling Result:	1%
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Asbestos Type:	Chrysotile
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Recommendation:	Other
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Notes:	• (08/06/03): PLM analysis @ 2% ACM. Material point counted below 1% ACM. • (01/10/22): Original Amount Found Value <1% found during testing.
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Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Area: West Wing - Random CLRMS & Library

Material:	Carpet (blue squares, tiny) & mastic (yellow)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Not reachable
Access Restriction:	Daily, no restrictions
Inspector Name:	Amanda Goodwin
License/Certification #:	205532
Inspection Date:	02/03/05
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0%
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (02/21/05):

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Area: West Wing - Throughout

Material:	12" Floor tile (cream w/ tan & muted multi colored smudges) & mastic (yellow)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Not reachable
Access Restriction:	Daily, no restrictions
Inspector Name:	Amanda Goodwin
License/Certification #:	205532
Inspection Date:	02/03/05
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0%
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (02/21/05):

Building: P.E. Building

Area: Gym Office

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Material:	2x2 Ceiling tile (random fissures & pinholes)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	No asbestos
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Not reachable
Access Restriction:	Daily, no restrictions
Inspector Name:	Amanda Goodwin
License/Certification #:	205532
Inspection Date:	02/03/05
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0%
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (02/21/05):

Material:	Carpet (brown) & mastic (yellow)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Not reachable
Access Restriction:	Daily, no restrictions
Inspector Name:	Amanda Goodwin
License/Certification #:	205532
Inspection Date:	02/03/05
Sampling Method:	Random

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0%
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (02/21/05):

Area: Gym Restrooms

Material:	12" Floor tile (white w/ gold smears) & mastic (yellow)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	No asbestos
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Not reachable
Access Restriction:	Daily, no restrictions
Inspector Name:	Amanda Goodwin
License/Certification #:	205532
Inspection Date:	02/03/05
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0%
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (02/21/05):

Area: Throughout Gym

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Material:	4" Cove base (brwon) & mastic (yellow)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Amanda Goodwin
License/Certification #:	205532
Inspection Date:	02/03/05
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	Unavailable
Asbestos Type:	Unavailable
Recommendation:	N/A
Notes:	• (02/21/05):

Material:	Carpet (blue) & mastic (yellow)
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Thermal System Insulation
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Amanda Goodwin
License/Certification #:	205532
Inspection Date:	02/03/05
Sampling Method:	Random

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	Unavailable
Asbestos Type:	Unavailable
Recommendation:	N/A
Notes:	• (02/21/05):

Material:	Sheee
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None
Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Not reachable
Access Restriction:	Daily, no restrictions
Inspector Name:	Amanda Goodwin
License/Certification #:	205532
Inspection Date:	02/03/05
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0%
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (02/21/05):

Material:	Sheetrock w/ texture
Removal Status:	Not Removed
Assumed Positive:	False
Hazard Type:	Nonfriable Miscellaneous Material
Area Size:	Unavailable
Damage Type(s):	None

Asbestos Management Plan

Belton ISD - Homogeneous Area Report as of 7/11/2024

Damage Severity:	Unavailable
Damage Extent:	0
Accessibility:	Within reach
Access Restriction:	Daily, no restrictions
Inspector Name:	Amanda Goodwin
License/Certification #:	205532
Inspection Date:	02/03/05
Sampling Method:	Random
Total # of Samples Taken:	3
Sample Locations:	Random
Sampling Result:	0%
Asbestos Type:	No Asbestos
Recommendation:	N/A
Notes:	• (02/21/05):