



# CITY OF BELTON

**Special Called City Council Meeting Agenda  
Tuesday, November 21, 2017 - 5:30 p.m.  
Wright Room, Harris Community Center  
401 N. Alexander, Belton, Texas**

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Assistant City Manager/Chief of Police Gene Ellis.

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

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

Invocation. The Invocation will be given by Mayor Pro Tem Craig Pearson.

1. Call to order.
2. Public Comments.

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

## **Consent Agenda**

Items 3-4 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be

removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

3. Consider the minutes of the October 31, 2017, Special Called City Council Meeting.
4. Consider authorizing the purchase of six (6) vehicles for the Public Works Department through the HGAC Purchasing Cooperative.

### **Growth Management**

5. Receive a report on the 2017 Growth Management Study for the City of Belton.
6. Consider the following alternative annexation ordinances on Area 1:
  - A. An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 1, approximately 10.96 acres located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road; or
  - B. An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 1, approximately 5.312 acres located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road.
7. A. Consider approval of non-annexation Development Agreements in 2017 Annexation Study Area 2, including:

	PROPERTY OWNER(S)	PROPERTY ID
1	ALVARADO, JULIAN ETUX VALERIE	2249
2	ANDERSON, MICHAEL ALBERT & SUSAN LYNN ELROD	186773
3	ANDERSON, MICHAEL ALBERT ETUX	186681
4	ANDERSON, MICHAEL ALBERT ETUX SUSAN LYNN ELROD	2826
5	BROOKS, JAMES F ETUX DOTTIE L	22080
6	BROOKS, JAMES F ETUX DOTTIE L	22081
7	BURR, JAMES A JR ETUX ROBIE L	198363
8	FROSCH, BRIAN J & KATIE E	56787
9	GAGE, JIMMY DON	38799
10	GAGE, JIMMY DON	38800
11	GOLDEN, GILBERT FRANK ETUX	41513
12	GRILLO, VINCENT & NELDA GRILLO	94294
13	HARMON, RAYFORD C ETUX CARLA J	101742
14	HOOVER, HARLEY BENNETT	51675
15	HOOVER, HARLEY BENNETT	51676
16	LEWIS, HOLLIS C JR &	64701
17	LEWIS, HOLLIS C JR ETUX	64702



18	LONG, BILLY J	65816
19	LONG, BILLY J	412155
20	MCKEE, RANDALL D & TAMARA G	99803
21	MEIER, LORE	170519
22	ROSE, LEON E	101016
23	SCHUMAN, DAVID M JR ETUX ALISON	132158
24	SMITH, CARWYN LYNN	24804
25	SMITH, CARWYN LYNN	24806
26	TAYLOR, M E	114706
27	TAYLOR, M E	114707
28	VERRANDO, SALLY	6761
29	ZUEHLKE, JAMES R & THERESA LONG	49063

B. Consider the following alternative annexation ordinances on Area 2:

- (1) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 2, approximately 472.42 acres located generally west of IH-35, east of Rocking M Lane, south of Auction Barn Road, and north of the Lampasas River; or
- (2) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 2, approximately 284.46 acres located generally along N/S Shanklin Road South of Loop 121, extending generally south to the intersection of E/W Shanklin Road and along and north of E/W Mesquite Lane, extending approximately 1,530 feet west of the Belton city limits.

8. A. Consider approval of non-annexation Development Agreements in 2017 Annexation Study Area 3, including:

	PROPERTY OWNER(S)	PROPERTY ID
1	CHOUCHANE, HATEM	101311
2	DULANEY, RANCE ETUX JANIE	183657
3	GRAHAM, DORIS	42607
4	HABEL, JULIUS W ETUX LINDA L	169250
5	HARDIN, WILLIAM J ETUX BLYTHE J	114709
6	HARDIN, WILLIAM J ETUX BLYTHE J	363834
7	HUCKABEE, MARY LOUISE	74607
8	LARSON, KAY	15866
9	MILLER, DON MICHAEL	74262
10	PARKER, JIMMY F ETUX CAROLINE	186978
11	PARKER, JIMMY F ETUX CAROLINE	331149
12	PARKER, JIMMY F ETUX CAROLINE	333736
13	POTTS, JOHN MARK ETUX ROBIN	129314

14	POTTS, JOHN MARK ETUX ROBIN	424123
15	POTTS, JOHN MARK ETUX ROBIN	424124
16	POTTS, JOHN MARK ETUX ROBIN	424125
17	SAVAGE, RICHARD D ETUX (0.468 ACRE ACCESS PORTION OF A 9.669 ACRE TRACT)	103041
18	SAVAGE, RICHARD DANIEL	123195
19	SPEIGHTS, HAROLD F ETUX CARRIE	75273
20	SULLIVAN, HUGH M ETUX JO ANN	149567
21	SWINDOLL, CHARLES B	1622
22	SWINDOLL, CHARLES B	113700
23	SWINDOLL, CHARLES B ETUX	113701
24	SWINDOLL, CHARLES B ETUX	113702
25	SWINDOLL, CHARLES B ETUX	113704
26	TAYLOR, M E (1.94 ACRE PORTION AND 0.221 ACRE ACCESS PORTION OF A 33.706 ACRE TRACT)	135948
27	WHARTON FAMILY TRUST	353230
28	WOOLEY, SONNY PROPERTIES LTD	130769
29	WOOLEY, SONNY PROPERTIES LTD	130770
30	WOOLEY, SONNY PROPERTIES LTD	467756
31	YOUNG, ROBERT N JR	131709
32	YOUNG, ROBERT N JR	131711
33	YOUNG, ROBERT N JR	467770
34	YOUNG, ROBERT NATHAN JR	131712

B. Consider the following alternative annexation ordinances on Area 3:

- (1) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 3, approximately 160.27 acres in two parcels located generally south of US 190 (IH-14), east of FM 1670, west of Old Golf Course Road, and along both sides of Auction Barn Road; or
- (2) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 3, approximately 51.48 acres located generally along Old Golf Course Road and the eastern portion of Auction Barn Road west of the existing City limit.

9. A. Consider approval of a non-annexation Development Agreement in 2017 Annexation Study Area 4, including:

	PROPERTY OWNER(S)	PROPERTY ID
1	LOVORN, JAY	66293

B. Consider an annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 4, approximately 4.348 acres

located along Airdale Road, extending North of IH14/US190 approximately 400 feet.

### **Miscellaneous**

10. Hold a public hearing and consider an addition to Chapter 23 as Article II, Division 5, Fats, Oils, Grease and Grit Program, of the Code of Ordinances regarding the City's protection and management of the public sanitary sewer system.
11. Hold a public hearing and consider the following:
  - A. An addition to Chapter 23 as Article IX, Water Cross Connection Control Program, of the Code of Ordinances regarding the City's protection of the public water system; and
  - B. Amending Chapter 23 as Article VIII, Installation of Irrigation Systems, of the Code of Ordinances regarding the City's protection of the public water system.
12. Hold a public hearing and consider the following:
  - A. A Small Wireless Facility Siting Ordinance, as an addition to Chapter 23, as Article VIX of the Code of Ordinances, regarding the City's requirements for small wireless facilities;
  - B. An Ordinance amending Chapter 20, Article VIII, of the Code of Ordinances regarding management of the City's Rights-of-Ways; and
  - C. A Resolution adopting an appendix to the City's Design Manual for Installation of Network Nodes and Node Support Poles.



# CITY OF BELTON

## OFFICE OF THE CITY MANAGER

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removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

3. Consider the minutes of the October 31, 2017, Special Called City Council Meeting.

**Copy is attached. Recommend approval.**

4. Consider authorizing the purchase of six (6) vehicles for the Public Works Department through the HGAC Purchasing Cooperative.

**See Staff Report from Director of Public Works Angellia Points. Recommend approval.**

### **Growth Management**

5. Receive a report on the 2017 Growth Management Study for the City of Belton.

**See Staff Report from City Manager Sam Listi and discuss as needed. No action required on this item.**

6. Consider the following alternative annexation ordinances on Area 1:
  - A. An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 1, approximately 10.96 acres located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road; or
  - B. An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 1, approximately 5.312 acres located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road.

**See Staff Report from City Manager Sam Listi. Recommend approval on first reading of Annexation Ordinance presented in 6A, annexing 10.96 acres, with second and final reading to take place on November 28, 2017.**

7. A. Consider approval of non-annexation Development Agreements in 2017 Annexation Study Area 2, including:

	PROPERTY OWNER(S)	PROPERTY ID
1	ALVARADO, JULIAN ETUX VALERIE	2249
2	ANDERSON, MICHAEL ALBERT & SUSAN LYNN ELROD	186773
3	ANDERSON, MICHAEL ALBERT ETUX	186681
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28	VERRANDO, SALLY	6761
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**See Staff Report from City Manager Sam Listi. Recommend approval and recording of the Development Agreements as presented.**

B. Consider the following alternative annexation ordinances on Area 2:

- (1) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 2, approximately 472.42 acres located generally west of IH-35, east of Rocking M Lane, south of Auction Barn Road, and north of the Lampasas River; or
- (2) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 2, approximately 284.46 acres located generally along N/S Shanklin Road South of Loop 121, extending generally south to the intersection of E/W Shanklin Road and along and north of E/W Mesquite Lane, extending approximately 1,530 feet west of the Belton city limits.

**See Staff Report from City Manager Sam Listi. Recommend approval on first reading of Annexation Ordinance presented in 7B, annexing 284.46 acres, with second and final reading to take place on November 28, 2017.**

8. A. Consider approval of non-annexation Development Agreements in 2017 Annexation Study Area 3, including:

	PROPERTY OWNER(S)	PROPERTY ID
1	CHOUCHANE, HATEM	101311
2	DULANEY, RANCE ETUX JANIE	183657
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31	YOUNG, ROBERT N JR	131709
32	YOUNG, ROBERT N JR	131711
33	YOUNG, ROBERT N JR	467770
34	YOUNG, ROBERT NATHAN JR	131712

**See Staff Report from City Manager Sam Listi. Recommend approval and recording of the Development Agreements as presented.**

B. Consider the following alternative annexation ordinances on Area 3:

- (1) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 3, approximately 160.27 acres in two parcels located generally south of US 190 (IH-14), east of FM 1670, west of Old Golf Course Road, and along both sides of Auction Barn Road; or
- (2) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 3, approximately 51.48 acres located generally along Old Golf Course Road and the eastern portion of Auction Barn Road west of the existing City limit.

**See Staff Report from City Manager Sam Listi. Recommend approval on first reading of Annexation Ordinance presented in 8B, annexing 51.48 acres, with second and final reading to take place on November 28, 2017.**

9. A. Consider approval of a non-annexation Development Agreement in 2017 Annexation Study Area 4, including:

	PROPERTY OWNER(S)	PROPERTY ID
1	LOVORN, JAY	66293

- B. Consider an annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 4, approximately 4.348 acres located along Airdale Road, extending North of IH14/US190 approximately 400 feet.

**See Staff Report from City Manager Sam Listi. Recommend approval and recording of the Development Agreement as presented. Recommend disapproval of the annexation ordinance for Area 4.**

### **Miscellaneous**

10. Hold a public hearing and consider an addition to Chapter 23 as Article II, Division 5, Fats, Oils, Grease and Grit Program, of the Code of Ordinances regarding the City's protection and management of the public sanitary sewer system.

**See Staff Report from Director of Public Works Angellia Point. Recommend conducting the public hearing followed by adoption of the Ordinance as presented.**



11. Hold a public hearing and consider the following:

- A. An addition to Chapter 23 as Article IX, Water Cross Connection Control Program, of the Code of Ordinances regarding the City's protection of the public water system; and
- B. Amending Chapter 23 as Article VIII, Installation of Irrigation Systems, of the Code of Ordinances regarding the City's protection of the public water system.

**See Staff Report from Director of Public Works Angellia Point. Recommend conducting the public hearing followed by adoption of the Ordinances as presented.**

12. Hold a public hearing and consider the following:

- A. A Small Wireless Facility Siting Ordinance, as an addition to Chapter 23, as Article VIX of the Code of Ordinances, regarding the City's requirements for small wireless facilities;
- B. An Ordinance amending Chapter 20, Article VIII, of the Code of Ordinances regarding management of the City's Rights-of-Ways; and
- C. A Resolution adopting an appendix to the City's Design Manual for Installation of Network Nodes and Node Support Poles.

**See Staff Report from Director of Public Works Angellia Points and Director of Planning Erin Smith. Recommend conducting the public hearing followed by adoption of the Ordinances and Resolution as presented.**

**Belton Special Called City Council Meeting  
October 31, 2017 – 5:30 P.M.**

The Belton City Council met in special session in the Wright Room at the Harris Community Center with the following members present: Mayor Marion Grayson, Mayor Pro Tem Craig Pearson and Councilmembers David K. Leigh, Guy O'Banion, Paul Sanderford, Dan Kirkley and John R. Holmes, Sr. Staff present included Sam Listi, John Messer, Gene Ellis, Amy Casey, Brandon Bozon, Erin Smith, Chris Brown, Matt Bates, Paul Romer, Bob van Til, Susan Allamon, Charlotte Walker, Jeremy Allamon, Bruce Pritchard and Judy Garrett.

The Pledge of Allegiance to the U.S. Flag was led by Director of Finance Brandon Bozon, the Pledge of Allegiance to the Texas Flag was led by Councilmember Paul Sanderford, and the Invocation was given by Councilmember Craig Pearson.

1. **Call to order.** Mayor Marion Grayson called the meeting to order at 5:30 p.m.
2. **Public Comments.** James Monroe, 2120 Shanklin Road, spoke regarding the 2030 Comprehensive Plan and how that relates to a future vision of a roadway through his house. He stated that he was told that the road was "conceptual," and then the Council approved a document that labels the road as "future." He feels that he was misinformed and asked that if a road will be built across his land and his house to just please be honest with him.

**Growth Management**

3. **Conduct second annexation public hearing and present Municipal Services Plans for four areas for possible annexation into the City of Belton, including:**

Area 1	10.96 acres, located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road.
Area 2	845.47 acres, located generally west of IH-35, east of Rocking M Lane, south of Auction Barn Road, and north of the Lampasas River.
Area 3	455.08 acres, located generally south of US 190 (IH-14), east of FM 1670, west of Golf Course Road, and along both sides of Auction Barn Road.
Area 4	56.32 acres, located generally north of US 190 (IH-14), west of Boxer Road, northwest of the intersection of US 190/Airdale Road, and along both sides of Airdale Road south of Springer Street.

City Manager Sam Listi said he is going to present the Municipal Services Plans similar to what he did at the October 24, 2017, meeting; however, he wants to address some of the comments and questions that were presented at the last meeting (see Exhibit "A"). He reviewed the public information that has been made available to those in attendance at the meetings including the Municipal Services Plans, the PowerPoint from the last meeting, the annexation schedule and the two

excerpts from the State statutes regarding development agreements. A sample development agreement was requested, and has been provided at the meeting, in addition to having been mailed to all eligible property owners. Additionally, copies of the letters mailed to the property owners were requested, and those have been provided.

Mr. Listi explained that the Non-Annexation Development Agreements are provided to eligible property owners whose property is zoned agricultural, timber or wildlife management. The property owner agrees to the terms of the agreement, and the City agrees not to annex the property for a period of ten years, subject to compliance with the terms of the development agreement by the property owner. Mr. Listi then reviewed the terms of the agreement as shown in Exhibit "A". He emphasized that Non-Annexation Development Agreements are a "bridge" between subdivision plat authority and full annexation, until annexation is timely for owners/City. He encouraged property owners to take advantage of the development agreements and return them by November 9<sup>th</sup>.

Growth trends are the main reason for annexation consideration. Mr. Listi reviewed estimated future populations and growth trends for Belton. He also discussed current and future public projects including BSD future school sites, Lake-to-Lake Road, and several future roads shown on the City's Thoroughfare Plan. Listi reviewed private developments including Three Creeks, Sendero Estates and the Expo Inn & Suites.

Annexation will shift Fire Department response from Salado in Areas 1 and 2, and Central Bell in Areas 3 and 4 to the Belton Fire Department, explained Listi. He added that EMS Service is currently provided by the City of Belton, but Bell County may change to a private provider on October 1, 2018, for areas outside the City limits.

The City's Growth Management Strategy, which is a big part of the Strategic Plan, led to the evaluation of properties for possible annexation. Belton's Growth Management Framework, which was adopted by the Council on June 28, 2016, outlined strategies to guide the study of annexation, including:

- Promoting economic development;
- Planning for existing and future development;
- Facilitating long range planning;
- Addressing municipal service delivery needs; and
- Evaluating fiscal considerations.

The evaluation process began earlier this year for the Council with a bus tour on September 19, 2017, of possible annexation areas and approval of a Resolution (2017-26-R) that directed preparation of a Growth Management Study, preparation of Service Plans, and set public hearings for October 24<sup>th</sup> and 31<sup>st</sup>. Mr. Listi explained that the proposal made to the City for an on-site public hearing to be held

on November 14, 2017, at 5:30 p.m. conflicts with a regularly scheduled City Council meeting date and time, as well as a reception for the Belton Fire Department that has previously been scheduled.

Listi said the Council has asked Staff to work with the eligible property owners on development agreements, and that is underway. The proposed return date for the development agreements is November 9<sup>th</sup> for the Council's consideration prior to the first reading of the annexation ordinance on November 21<sup>st</sup>.

Mr. Listi said that State law requires preparation of a Municipal Services Plan that provides for the extension of municipal services to an area to be annexed. Listi reviewed the Municipal Services Plans that Staff has prepared for each area.

This is the second of two required public hearings involving consideration of the involuntary annexation of the four (4) areas previously described.

Mayor Grayson explained that the Council will listen to what those in attendance have to say, and she reiterated that no final decisions on annexation have been made. She asked those who choose to speak to not make personal attacks on City Staff or Council, and speakers will be limited to three minutes each.

The Mayor opened the public hearing.

#### Area 1

There was no one from Area 1 wishing to speak.

#### Area 2

Amy Cook, 730 Mesquite Road: Mrs. Cook stated that she was the author of the letter requesting the on-site public hearing. She understands that the Council is unavailable on November 14<sup>th</sup>, and she will provide an alternate date later. She said that when she and James Brooks provided the letter to Mr. Listi with the details of the proposed on-site public hearing, Mr. Listi admitted that "he was pursuing this forced annexation in a short timeline to cut-off our ability to invoke the protections under the new law." She added that the Council, as the supervisor of Mr. Listi, has the authority to stop this "nonsense" today. She said, "There can be a positive outcome, if you solicit our assistance in finding one. As I see it, the City Council has two options: You can work with us, or you can work against us. As the citizens, we have more than two choices. First, we have protested the passing of the ordinance without an on-site hearing. You accepted our protest under the law. We have scheduled a meeting for Tuesday, November 14<sup>th</sup> at the Church of God of the Firstborn located at 126 Frances Street, Belton, Texas, beginning at 5:30 p.m. There will not be time limits so that all voices can be heard. To put it plainly, we have made the choice to have an on-site hearing. The City Council can ignore or attend the event. With or without you, the event will be held, and there are handouts here for everyone on where the event will be. Just so you understand, even if you ignore us,

we will continue to press forward as our ultimate goal is a County-wide vote to end forced annexation in this County. Second, we have neighbors who were sent letters late last week asking them to enter into development agreements. You have asked these good people to agree to what is essentially a voluntary annexation within less than two weeks. I see this as a bait and switch tactic meant to lure these land owners into an agreement that appears to benefit them when it really benefits the City of Belton. Once signed, this document amends the title to their land, and they are under the control of the City the instant they change the character or use of their land. I ask you to bring in each land owner affected, even though I am not one of them, and explain to them individually what these things mean. These people deserve your time and attention to understand the implications before they sign the agreement. December 1, 2017, strikes me as a fair date for a response to those letters; not November 9<sup>th</sup>. Third, this public hearing may appear to be the last step in your process, but it is only the beginning of our efforts to accomplish three goals. Stop your annexation of our land. If unsuccessful, immediately pursue disannexation of our land, and third, put a County-wide referendum to vote to end forced annexation. Last, I want to thank you because, racing to cut off our rights, I have found out how determined the citizens of Bell County are to work together on a cause to end a practice that is not only un-American, it is definitely not one any true Texan should support. Handouts are available if you want to attend the next hearing, and the City Council is welcome.”

Mayor Grayson asked Mrs. Cook if their alternate date for the on-site public hearing was December 1<sup>st</sup>. Mrs. Cook responded that an alternate date could be Thursday, November 16<sup>th</sup>, if the Council is available.

Mickey Rundell, 302 Shanklin Road: Ms. Rundell said she owns a 22-acre tract adjacent to the City limits of which a portion has previously been annexed. She also owns a 2-acre tract near the school site with her sister. She explained that two weeks is not enough time to review and sign the development agreement because the 22 acres is owned by three different individuals who are scattered throughout the State. She said there is not enough time to allow everyone to review and sign the agreement. She asked the Council to delay the process to give them more time to review the annexation plans and the service plans, as well as sign the development agreement.

Jimmy Taylor, 2981 Hellums Road: Mr. Taylor asked if his 5-acre property that includes his house is eligible to be included in a development agreement since his surrounding two tracts are eligible. Mr. Listi said that part of Mr. Taylor’s property is exempt and part is not. He said the City is not able to change how the Tax Appraisal District has the property listed. Mr. Taylor said, “I’m not asking you to change nothing. I’m asking you to enter that [property tax ID] in the agreement, and do not try to annex my house in the middle of ag land.” He said he has been asked the same question by others. He said he is spending money to try to find the answer. Mr. Listi asked Mr. Taylor to come by the office, and he will be glad to meet with him and his attorney.

Michelle Ciccariello, 511 Mesquite Road: Mrs. Ciccariello said, “You are supposed to be leaders that are acting in service of the people with our best interests in mind. Your Growth Development Plan talks about existing and future. What about our existing homes that you are going to destroy? Even the ones you aren’t putting a road through the middle of, you are widening a road so that it goes right up to the edge of the house, and floods it. I’ve talked to people who’ve been the victims of these actions of yours in the past. You guys have a long history of contacting FEMA and applying for a letter to have a piece removed from the flood plain by dumping a bunch of sand in it and saying, ‘not a flood problem,’ but all the land beside it now gets flooded. We see that at the base of Mesquite Road, that part of the road that never used to flood before, that is already your City road and you don’t fix, and we know that’s going to happen to every single house on either side of Mesquite Road when you widen that road. We are going to lose every single tree in our front yard, and nothing to soak up the flood water, and what are you going to do? So I went around and talked to some people who’ve been victims of this in the past, over where you put roads in by the UPS Center. Yeah, they warned us what you’re going to do. You dig a hole and put in an ugly old cistern and say, ‘that should fix it,’ but it doesn’t. You are heartlessly destroying people’s properties, sending people into bankruptcy, and you don’t care. And you’re rushing it through before the deadline of the new law that tells you it’s the wrong thing to do. I don’t know how you live with yourselves. How can you ruin people’s lives? For profit. Build your roads somewhere else, not through the middle of where we already live. You’re destroying existing neighborhoods that have been there since the 1960s. Nobody’s building anything new there. You’re not giving us anything we didn’t already have. You are ripping up what we have. That’s not protecting existing land. Your whole reason for being on an annexation claims that it is to control development and protect existing. Please, we’re begging you, protect what’s already there. Don’t destroy it just because a new development with 1500 homes is offering you a lot of money to plop a right-of-way through our living rooms. Shame. Shame.”

Richard Ciccariello, 511 Mesquite Road: Mr. Ciccariello said, “March 12, 1938, Nazi Germany annexed Austria. Ask the Austrians how they felt.”

Scooter Golden, 2328 Shanklin Road: Mr. Golden asked what happens to the development agreements if the Council doesn’t annex the area. He stated that the agreement should only be required if the Council annexes the area. Mr. Listi said that the Non-Annexation Development Agreement is a commitment between the property owners and the City saying that the property owner won’t develop the property, and the Council saying that they won’t annex the property. Mr. Golden said, “We don’t need that, if it’s not going to be annexed.” Mr. Listi said that the Council needs to know in advance, so they can make a decision on what to annex. The development agreement will be recorded at the County once it is executed and accepted by the City Council. City Attorney John Messer said, “If the Council acts on the development agreements, but they don’t want to annex anything else, they can do that.” Mr. Listi said that the development agreements are a substitute for annexation. Mr. Golden said, “If the Council doesn’t vote to annex the 800 acres, then why are you going to file my contract?” Mr. Listi responded that the

development agreement is part of the evaluation of whether to annex or not. Mr. Messer said, "There is a risk involved by the land owners, but on the other hand, they don't have to sign the development agreements."

James Brooks, 4232 Shanklin Lane: Mr. Brooks reiterated his protest of the forced annexation of Area 2. He said that he has analyzed the age data of over 90 residents of Area 2, and it shows that 48% of the people in the area are age 60 and older. He said these people are settled in or rapidly approaching retirement. At this stage in their life, new taxes could cause an economic burden for some of them to continue to live in their homes. Mr. Brooks said certain assumptions have been made regarding the annexation. He said the assumptions are (1) the assumption of the timing of the development of the Three Creeks Subdivision; (2) the assumption of favorable outcomes in negotiations with Temple for land swaps; (3) the assumption of the availability of future federal grants; (4) the assumption of a continued water supply to support Belton's projected growth; and (5) the assumption of the timing of the BISD school build-out.

Mr. Brooks said that the timing of the build-out of the Three Creeks Subdivision is estimated to be ten years; however, given the current rate of construction, the timing appears to be closer to fifteen years. The City's proposed "Grand Loop" will cross into the city limits of Temple and Temple's ETJ. "It appears that this portion of the extension of the Grand Loop assumes that Belton successfully negotiates with the City of Temple to arrange a favorable land swap so that Belton can complete its connection to FM 93 and on to Old Waco Road." A proposed road will cross Nolan Creek and the Leon River, not once, but twice. Three bridges are involved. Mr. Brooks said that, in the past, Belton has relied on Federal grant money to complete a recent bridge over the Nolan Creek along MLK. "Assuming that similar future grant money for the cost of the Grand Loop will be available, may be unwise."

The decisions on future water supply to the City and its residents belongs to other entities, not Belton. The Brazos Regional Planning Group and the Brazos River Authority are such authorities. In 2016, Brazos "G" published a study on the feasibility of construction a new water pipeline that will ship excess water from Lake Belton to Lake Stillhouse Hollow, and then on to Lake Georgetown via an already existing Williamson County pipeline between Lake Stillhouse Hollow and Lake Georgetown to meet projected water needs in Williamson County. It is uncertain how future water decisions will impact Belton's growth.

Elbert Seiter, 1336 Airdale Road (Area 4): Mr. Seiter said he has lived in the area for almost 50 years, and he has seen many changes. He said they have the Sheriff's Department, garbage pickup and Dog Ridge Water Supply. He can't see what annexing that small of a property would benefit the City of Belton. He asked the Council to think about it before deciding to annex that small piece of property.

James Monroe, 2520 Shanklin Road: Mr. Monroe reminded the Council of comments they made at a special meeting in July 2017. "Councilman Sanderford said Belton has limited funds. Not keen on micro-planning, and then tells you to build

it, and they will come. Asked how far out from anticipated growth do we need to be? That was three months ago, sir. Councilman O'Banion said it is important to focus our attention on one area and get it finished before starting another area. Three months ago. Councilman Leigh said the City will likely grow in its core, but not through annexation. Said the City will have to incentivize through fees for services in order to get them to want to be a part of the City. Three months ago. Mayor Grayson said if people outside the City limits want City services, they will have to request voluntary annexation. Three months ago. Councilman Leigh, again, said that Belton should focus on the City's core, and let the rest shake out. Also said we need to understand the costs involved. Three months ago. Mr. Listi, at the same meeting talking about the Loop 121 loop extension, said the cost is \$33 million. Said the City is on the hook for 10% of utility relocation and right-of-way costs. Said the City's cost is unknown at this time, but it will be substantial. What's changed? What has changed in the last three months that changed your minds to the questions that you brought up at this meeting in July 2017?"

Mr. Brooks also asked about the Comprehensive Plan Update that was approved at the October 24, 2017, Council meeting. He said he understands that the properties, if annexed, will be brought into the City zoned agricultural. However, the 2030 Plan shows the area as residential, not agricultural. "In regards to the ten-year plan, Councilman Sanderford said at the meeting on October 24<sup>th</sup>, that when property begins to sell by the square foot, people will begin to sell their property. So you want us gone. You see us gone. Your 2030 Plan envisions us gone. And Mr. Listi, tonight, talking about the zoning piece, said that the Council will work with the owners for subdivision development. Again reinforcing the idea that you don't want us. You don't want ag there. You don't want wildlife. You don't want timber. You want us gone. So what's changed in the last 90 days that suddenly made all your concerns go away, and made us a good target?"

Diane Dixon, 3939 Shanklin Lane: Ms. Dixon wanted to know how much of her land will be taken for the Shanklin Lane expansion if her land is annexed. She said her house is already close to the road, and she doesn't want people driving up in her yard. She also expressed concern about turning onto Shanklin Road from Loop 121, and the speed of the traffic coming up from behind when slowing to make a turn. She said when you do turn the corner, you then have to deal with the potholes.

Joe Dixon, 3939 Shanklin Lane: Mr. Dixon said he would like to stay in the country.

Christy Monroe, 2520 Shanklin Road: Mrs. Monroe said when they moved into their house last December, they had no idea any of this was going on. She said they bought their home thinking that they would have a \$2,000 tax bill based on the tax history for the property. She said the property tax was actually going to be double that amount. Now the City taxes will add another estimated \$1,700. She said their tax bill will be almost \$6,000, and they cannot afford to live in their house anymore.

Mrs. Monroe said she did more research, and she came across a newspaper article from May where Mr. Listi referred to the Three Creeks Subdivision as a "blossoming



nest of homes around which future transportation projects could sprout.” She said she is not trying to be disrespectful, but Mr. Listi’s representation makes it sound like the Council has already made its decision. She said that the Council wants the development agreements signed because they support the decision that the Council has already made. Whether that’s true or not, that is the perception that she and others are trying to explain. “If you want us to sign it, that means you are going forward with it, and you are not really listening to us.”

She said she also found out through the State Comptroller’s Office that the City is in debt. She said that the project [Three Creeks] doesn’t make financial sense. She said that everything the Council said in July made sense. She asked that things to be done in the City be better thought out.

Carwyn Smith, 2501 Shanklin Road: Mr. Smith said he is wanting to get legal advice about the Non-Annexation Development Agreement, but his attorney will not be able to provide that advice by November 9<sup>th</sup>. He said it is easy for the Council to think that Belton should grow given the growth in the surrounding areas, but most residents move to Belton because it is a small town. He added that the residents of Area 2 are there because they didn’t want to be in the City.

Kenny Love, 866 Shanklin Road: Mr. Love said he doesn’t choose to be annexed. He thinks annexation could be pushed out 3-5 years because the growth isn’t there right now. He believes the push to get the annexation done is due to the December 1<sup>st</sup> deadline. He feels that although it does not affect him, the property owners who are eligible for a development agreement should have a 30-day period to sign, or not sign, following annexation, and that there should be an addendum to the agreement for such. He asked, “If a property owner has a house on one acre, which most mortgage companies require, and the remainder of their property is ag land, will the City tax the home with one acre separate from the ag land, or is the home with one acre and all the ag land exempt? Mr. Listi said that the City will not create a “donut hole” just for the house. All of the property has been included in the development agreement. Mr. Listi stated that was the City’s practice last year, and it is again this year. Mr. Love explained that the residents of Area 2 shoot varmints on their property. “If the area is annexed, will they be required to call Chief Ellis or his guys out there to shoot a coyote?”

Wayne Crook, 1034 Mesquite Road: Mr. Crook said the residents take care of themselves. “We are good people to know, we are good friends, and we want to be a good friend with the City.” He said he wanted to answer the question that was asked previously about what has changed in the last three months. “The only thing that has changed is State law.” He added that the City has 90 days to complete the process, but they are trying to push it through in 69 days. The State passed a law to give the citizens the right to vote. “We are citizens of Texas. We are not citizens of Belton. If you place law on us, that is seizure without representation. You don’t want to do this.”

Dottie Brooks, 4232 Shanklin Lane: Ms. Brooks said she moved to the area from Houston about 20 years because they didn't want to live in the city anymore. She said the residents of the area take care of themselves. She feels that she is being threatened with the development agreement, so she isn't sure she will sign it.

Mike Anderson, 5132 Lampasas Lane: Mr. Anderson is against the annexation. He feels the Shanklin Road annexation is tied to the Three Creeks development which seems to be the tail wagging the dog. The development agreement concerns him because if he signs it, he is concerned that there will be an argument over which Fire and EMS service is supposed to respond to his property. He also shares Bruce Flanigan's concern about how the City will be able to finance this expansion.

### Area 3

Daryl Wharton, 3258 Wharton Lane: Mr. Wharton said a portion of his property has been annexed in the past for the "Dam-to-Dam" Road which has not been built. He said the Council talked about widening Auction Barn Road at the last meeting, and so the City wants more of his property. He said, "I don't understand... you want this stuff, but nothing ever really gets done." He said, "I know that you want that... the funds... the taxation part of it. If I was \$30M in the hole, I'd be looking for some money, too." He added that most of the people in the area are retired and cannot afford another tax. He tells people that Belton is a great town to live in, but you can't afford the taxes. He thinks the Council should be annexing north of the Leon River. He reiterated that he's against the annexation. He also added that the City should have stopped at Rocking M Lane, so as not to include his property and others who just moved there.

Susan Bush, 2924 Wharton Lane: Ms. Bush said Wharton Lane is a private road with very few houses on it. However, her house is the only one being annexed. She said they have a property division line between them and 1670, and between them and Auction Barn Road where the City would not need to take in her home and make her taxes go up by a third. She said, "There's no reason you need to take our newly built home that we built outside the City limits purposely." She said she was told by an appraiser that "no future annexation is happening immediately." "It does seem that this December 1<sup>st</sup> deadline has caused an attack on you all to lose your conscience as to how you are treating everybody in this room. I understand the road. I know the City is going to do things that not everybody is going to be happy with, but if this were December 2<sup>nd</sup>, this would not be a conversation anybody would be having with you. It's very disheartening that this is happening in this timeline. That's the biggest problem with all of this. I understand if we get annexed; that's part of growth, but the way this is happening is unconscionable." She ended by asking how the areas for annexation are determined because including her house seems to make the boundary out of character. Mr. Listi thanked her for her valuable comments, and said that her comments will be taken into consideration when determining the final boundary line.

Don Miller, 2180 Old Golf Course Road: Mr. Miller said that the founding fathers of this country placed a high value on property rights. He said that there are some questions that have arisen about the Municipal Services Plan, but he isn't going to talk about that. He said he is concerned about the development agreement. He asked that the Council sign the document first, and then give it to the property owners to sign if they get annexed. He wanted to know if any citizen had input into the agreement. He said if the City was buying or selling property, he is sure that the City would want some input into the contract before signing it. He asked that the City allow him to peacefully enjoy his property the way it is.

Lawrence Northmore, 1335 Airedale Road (Area 4): Mr. Northmore said he and his wife have been in the area for 31 years. They do not want to live in the City. He said the additional taxes will adversely affect the residents of the area. He wants to know why Twin Lakes is getting annexed. It is his understanding that his area is being annexed, but he was under the impression that the entire 104 acres would be required to be annexed. He wants to know why he and his neighbors are being annexed, and he wants to speak with someone. Mayor Grayson instructed him to contact Sam Listi to get his questions answered.

Kyle Larson, 2381 W US Highway 190: Mr. Larson said that signing the development agreement will allow him to remain in the City's ETJ, but now the City will have a say in everything he does or builds. He said he and his family have been wanting to build their "forever home" on the property. He spoke with City employees who made it sound like an easy process even with this annexation taking place. He said that has been far from what has been presented. He said, "We do not have your water, sewer or trash pickup, nor were we going to, but in turn you want to monitor and inspect, and pretty much make it impossible to fulfill our dream of building our home. Anything we do seems like it will break the agreement and take us into the City." He said he spent a great amount of his childhood on this property helping his grandfather. He wants his kids to have what he had growing up in the country. "Your egregious land grab has since put a screeching halt on our dream." "Growth is inevitable, but listening to what has been presented in future plans, it makes it very hard to imagine and conceive that you have the best interest of your constituents. Knowing that your future plan is to raise the taxes on someone, so they can't afford to live there anymore, so you can build a road right where they once had dreams of raising their children... I know that you are seeing this from the outside looking in, and you have been presented with information from sources that are pushing you for this annexation to take place." He asked that the Council listen to the people who are affected by this annexation.

Larry Wilkins, 2138 Old Golf Course Road: Mr. Wilkins said he lived for many years in Belton, but he moved outside the City because he didn't want to be a part of Belton anymore. He likes where he lives now. He doesn't want any of the services offered by the City; however, he said he would like for the water that he pays for (City water) to work. He said, "Respect the people who are out here. We don't want to be a part of it. If you want to do this, then wait until the time that you can, and quit

trying to push it down everybody's throat." He said the annexation is strictly a way for the City of Belton to make more money.

Christy Monroe: Mrs. Monroe asked if there could be an addendum to the development agreement for those property owners who need five years to get an ag exemption. Mayor Grayson explained that the exemptions were tied to the Appraisal District. City Attorney John Messer said that the City is bound by the Statute.

Janie Dulaney, 2990 Auction Barn Road: Ms. Dulaney asked who would serve their property with public safety services if they signed the development agreement. Mr. Listi said she will still dial 9-1-1, and if she remains in the County, the Sheriff's Department will come. If she is annexed into the City, the Belton Police Department will come.

Larry Wilkins: Mr. Wilkins clarified, "So the person living next to me who is ag exempt calls the County, and I call the City?" Mr. Listi said, "You dial 9-1-1 whether you are in the City or not, and the appropriate authority will respond." Mr. Wilkins said, "Isn't that a bunch of crap?" Mr. Listi responded, "There's been no decision made on annexation." Mr. Wilkins retorted, "This is all just a formality. It's all said and done."

Rance Dulaney, 2990 Auction Barn Road: Mr. Dulaney said he is a retired teacher and is on a limited income. He doesn't know where he will get the money to pay the taxes.

Seeing no one else wishing to speak, Mayor Grayson closed the public hearing.

No other action is required of the Council on this item at this time.

4. **Adjourn.** There being no further business, the Mayor adjourned the meeting at 7:25 p.m.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk

# COUNCIL AGENDA ITEM #3

## SECOND ANNEXATION PUBLIC HEARING/ PRESENTATION OF MUNICIPAL SERVICES PLANS

EXHIBIT "A"

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October 31, 2017



Council Agenda Item #3  
Second Annexation Public Hearing/  
Presentation of Municipal Services Plans  
October 31, 2017

**Presentation Outline**

- Available Public Information
- Non-Annexation Development Agreements
- Growth Trends Influencing Annexation Study
- Municipal Services Plans

# Available Public Information Items

## October 31, 2017

- Municipal Services Plans – Areas 1-4
- City Manager's PowerPoint Presentation from First Public Hearing
- Annexation Schedule
- Excerpts from Texas Local Government Code explaining Development Agreements
- Sample Development Agreement
- Letter Sent to All Property Owners Whose Property is Considered for Annexation with List of Property Owners Attached - Dated September 21, 2017
- Letter Sent to All Property Owners Eligible for a Development Agreement with List of Eligible Property Owners Attached - Dated October 25, 2017

# Non-Annexation Development Agreements

## Basics

- Local Government Code 43.035 and 212.72 require a city to offer Non-Annexation Development Agreements to owners if their property is currently appraised as Agriculture, Timber or Wildlife Management.
- Eligible owners may enter into Agreement to defer annexation, or decline and be considered for annexation by Council.
- City agrees not to annex property for a set term subject to Agreement conditions.



# Property Owner/City Conditions Included in Non-Annexation Development Agreement

- Owner(s) agree to maintain the ad valorem tax appraisal status as agriculture, wildlife management or timberland, and execute the attached Affidavit, and City agrees not to annex.
- Land uses must remain one of these allowed uses, and an existing single-family use is also allowed.
- Owner(s) agree not to subdivide or develop the property.
- Owner(s) agree not to construct more than one single family house (new or replacement), an addition to the house, or accessory buildings to support Ag use.
- A building permit is required (no fee) to ensure (future) Agricultural Zoning District setbacks are met.
- Non-compliance with any Agreement term may be considered a petition for voluntary annexation, subject to Council consideration.
- Owner(s) acknowledge the City is not responsible for provision of any City services.

# Non-Annexation Development Agreements

## Summary Points

- Agreement between City and Owners, and it runs with land.
- Agreement is a deferral to annexation, with recognition property is currently located in Belton's Extra Territorial Jurisdiction (ETJ).
- Current Belton ETJ authority allows only subdivision plat review by City/County, and no other land use review – no application of zoning, land use, or building codes in the ETJ.
- Development Agreement is a “bridge” between subdivision plat authority and full annexation, until annexation is timely for owners/City.
- Development Agreement says loss of appraisal for Agriculture, Timber, Wildlife Management, or property development, will result in evaluation of annexation by Council.
- Term: 10 year term by Council was responsive to property owner comments at first public hearing.

# Non-Annexation Development Agreements

## Summary Points (continued)

### Development Agreement Schedule

- Mailed out to eligible owners: 10/25/17
- Requested return/execution by owners/City: 11/09/17
- Council Action on Development Agreements: 11/21/17
- Council Action on 1<sup>st</sup> Reading of Annex. Ord.: 11/21/17
- Council Action on 2<sup>nd</sup> Reading of Annex. Ord.: 11/28/17

# Annexation Study – Growth Trends

## Belton Population Growth

### 10/31/17

• 1900 →	3,700
• 1950 →	6,246
• 1960 →	8,163
• 1970 →	8,696
• 1980 →	10,660
• 1990 →	12,463
• 2000 →	14,623
• 2010 →	18,216
• 2012 →	18,665
• 2013 →	18,981
• 2014 →	19,314
• 2015 →	19,809
• 2016 →	20,517
• 2017 →	21,214

\*45% increase from  
2000 - 2017



<u>Population Projections</u>	
■ 2020 →	22,850
■ 2025 →	25,600
■ 2030 →	28,600
■ 2035 →	32,100
■ 2040 →	36,000
■ 2045 →	40,300
■ 2050 →	45,100

#### Permit Totals/Units

Year	Single Family	Duplex	Multi-Family	Three Creeks	Unit Totals
2015	81	2 permits (4 units)	10 permits (208 units)	19	312
2016	81	21 permits (42 units)	5 permits (144 units)	114	381
2017 to date	113	28 permits (56 units)	0	91	260

# Annexation Study - Growth Trends

10/31/17

## 1. Recently Completed Public Projects

- a) IH-35 Widening (TxDOT)

## 2. Underway Public Projects

- a) IH-14/US-190 Widening, HH/Belton – design underway (TxDOT)
- b) Bell County Expo Equestrian Project - \$30M Facility
- c) Loop 121 Widening, FM 439 – IH-35 – design underway (TxDOT) ROW/Utility Projection in 2018; begin in 2020
- d) S. IH-35 Wastewater project – design complete; easements secured; bidding in January 2018
- e) S. IH-35 Water project – design/bidding in 2018 (COB)
- f) 3<sup>rd</sup> Water Tank (COB)
- g) T/B WWTP Expansion (COB/COT) Phase 1 under construction, Phase 2 under design

# Annexation Study - Growth Trends

10/31/17



Chisholm Trail Elementary

## 3. Future Public Projects

### a) BISD

- BISD acquisition of 108 acres south of Loop 121/Shanklin (67 ac. in City/42 ac. outside)
- Proposed for future elementary, middle, and high school - First projected need based on demographics: Elementary School
- BISD to decide in 3-5 years on available sites in Belton - here, FM 93, FM 436 for Elementary
- Site Comparison: West Temple BISD campus off FM 2305/TX 317 and BISD site at Loop 121/FM 439

- ### b)
- FM 1670/FM 2271 – Lake to Lake Rd. – IH 14/US 190 to FM 439 - Planning/ROW (TxDOT/COB)

# Annexation Study - Growth Trends

## 10/31/17

### c) Future Road on Thoroughfare Plan

Road	Future Street Type	Ultimate* ROW/Future Pavement
Rockin M Lane	Minor Collector	50'/27'
Mesquite Lane E/W	Minor Collector	60'/37'
Shanklin Road N/S	Major Collector	80'/45'
Shanklin Road E/W	Major Arterial	120'/80'
Three Creeks Blvd.	Major Arterial	120'/80'

\*Future Road ROW/pavement subject to need with future development.

# Annexation Study - Growth Trends

10/31/17

4. Underway Private Development Projects
  - a) Three Creeks Subdivision
    - West of Area 2 and south of Area 3
    - 224 lots permitted
    - 1,500 lot potential
    - Phases submitted for final platting: totals 1,200 lots
  - b) Sendero Estates Residential Subdivision/Gun Range
    - East of Area 4
    - Total 182 lots
    - Final platted and under construction
  - c) Expo Inn & Suites
    - Motel under construction
    - 60 rooms
    - Completion January 2018



# Annexation Study - Growth Trends

10/31/17

## 5. Possible Changes in Fire, EMS Response

- a) Annexation will shift Fire Department response from Salado (Areas 1 & 2), Central Bell (Areas 3 & 4) to Belton.
- b) EMS service currently Belton by agreement with Bell County, but Bell County has given notice this may change October 1, 2018 to private provider (AMR) in areas outside Belton city limits.



# Annexation Public Hearing

## Presentation of Services Plans

- Summary Information

- Development of an overall Growth Management Strategy, evaluating annexation priorities, is a goal in Belton's Strategic Plan.
- A Growth Management Framework was adopted by Council on June 28, 2016, and included these strategies to guide the City's annexation studies:
  - Promoting economic development;
  - Planning for existing and future development;
  - Facilitating long range planning;
  - Addressing municipal service delivery needs; and
  - Evaluating fiscal considerations.
- Council conducted a driving tour of possible annexation study areas on September 19<sup>th</sup>.

# Annexation Public Hearing

## Presentation of Services Plans

- Summary Information (cont.)

- A Growth Management Study was then developed to analyze existing conditions, and planning and development issues, in each of the 4 Study Areas. Information was presented to Council on September 26th.
- This analysis led Council to call for public hearings on October 24<sup>th</sup> and October 31st to consider annexation of these 4 Study Areas.
- The October 24<sup>th</sup> public hearing was conducted last Tuesday, and today Council will conduct the second required public hearing.
- The proposal for an on-site public hearing on November 14<sup>th</sup> at 5:30 pm, received Friday, October 27<sup>th</sup>, conflicts with the regular Council meeting date/time. It also conflicts with previously scheduled events at 4:30 pm and 5:30 pm, at which time the City will acknowledge the Belton Fire Department receiving statewide RECOGNITION status.

# Annexation Public Hearing

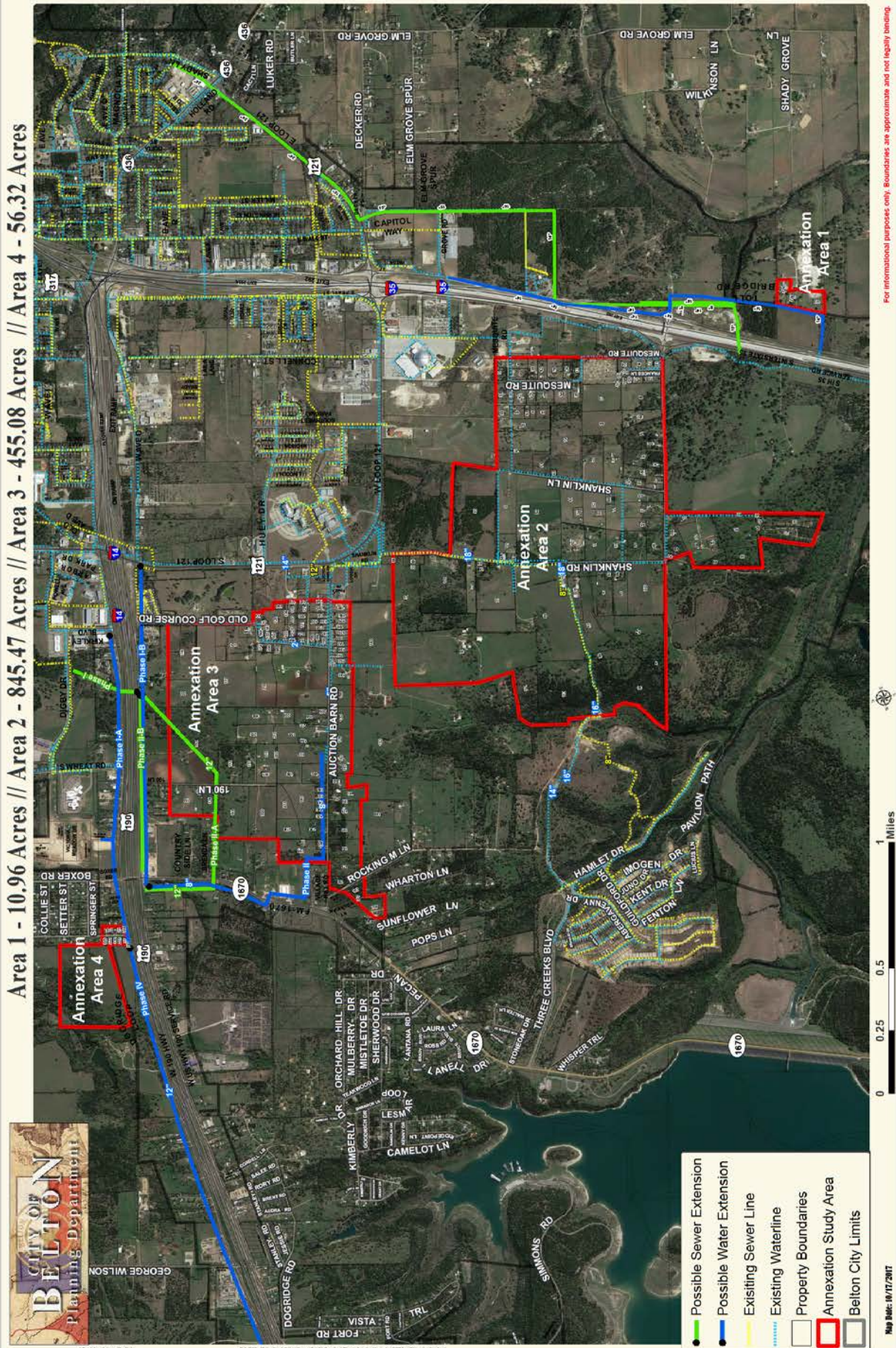
## Presentation of Services Plans

- Summary Information (cont.)

- Council also directed us to work with property owners eligible for non-annexation Development Agreements, whose land is currently appraised for agriculture, timber, or wildlife management, allowing annexation to be deferred, until development occurs. Owners of the 90 parcels eligible for consideration have been sent a letter of explanation, and a Development Agreement for review and discussion with staff.
- The City's proposed return date is November 9<sup>th</sup>, for Council consideration prior to 1<sup>st</sup> Reading of an Annexation Ordinance on November 21<sup>st</sup>.
- Four Annexation Study Areas follow.

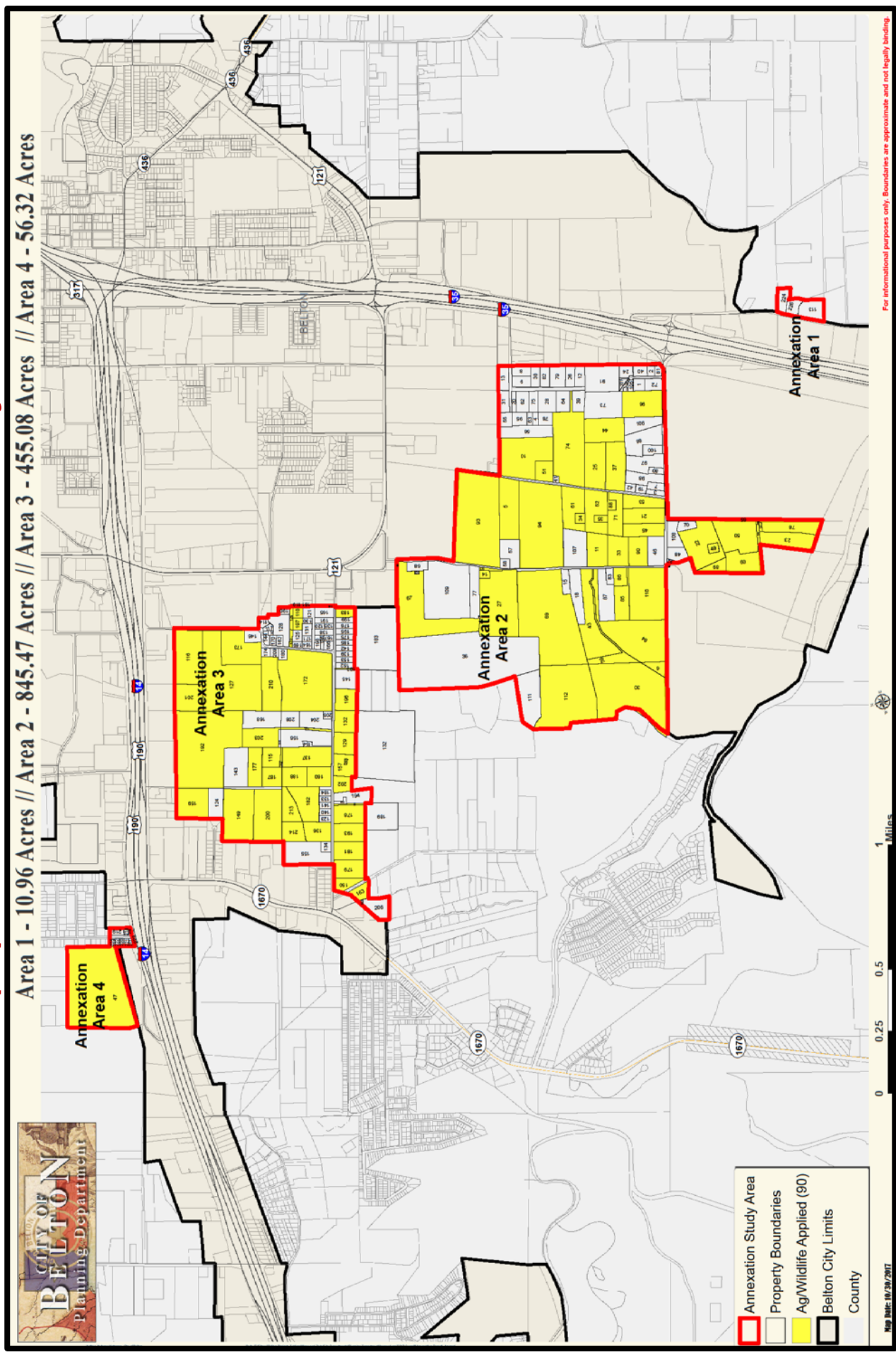


# Four (4) Annexation Study Areas

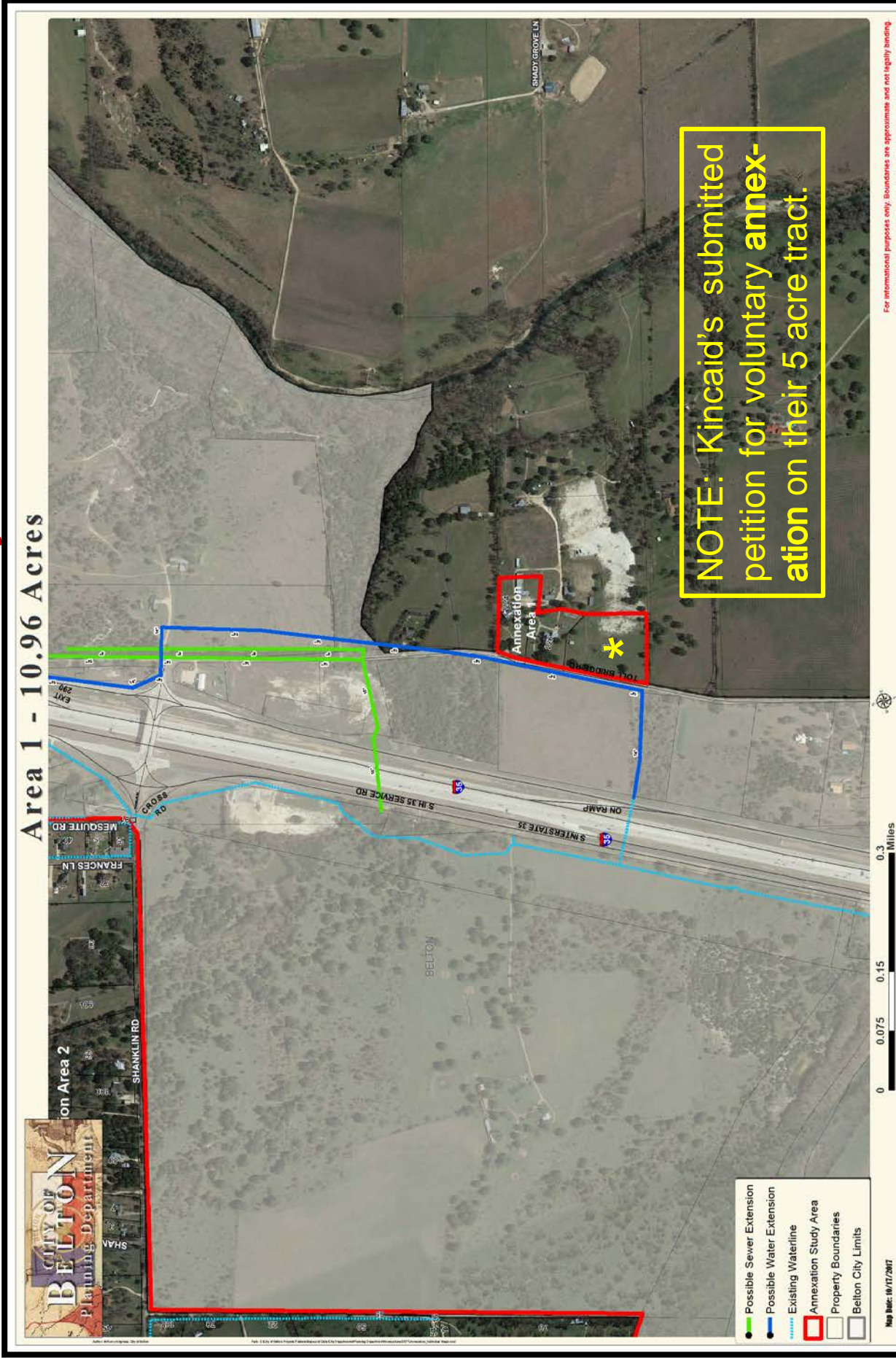




# Four (4) Annexation Study Areas



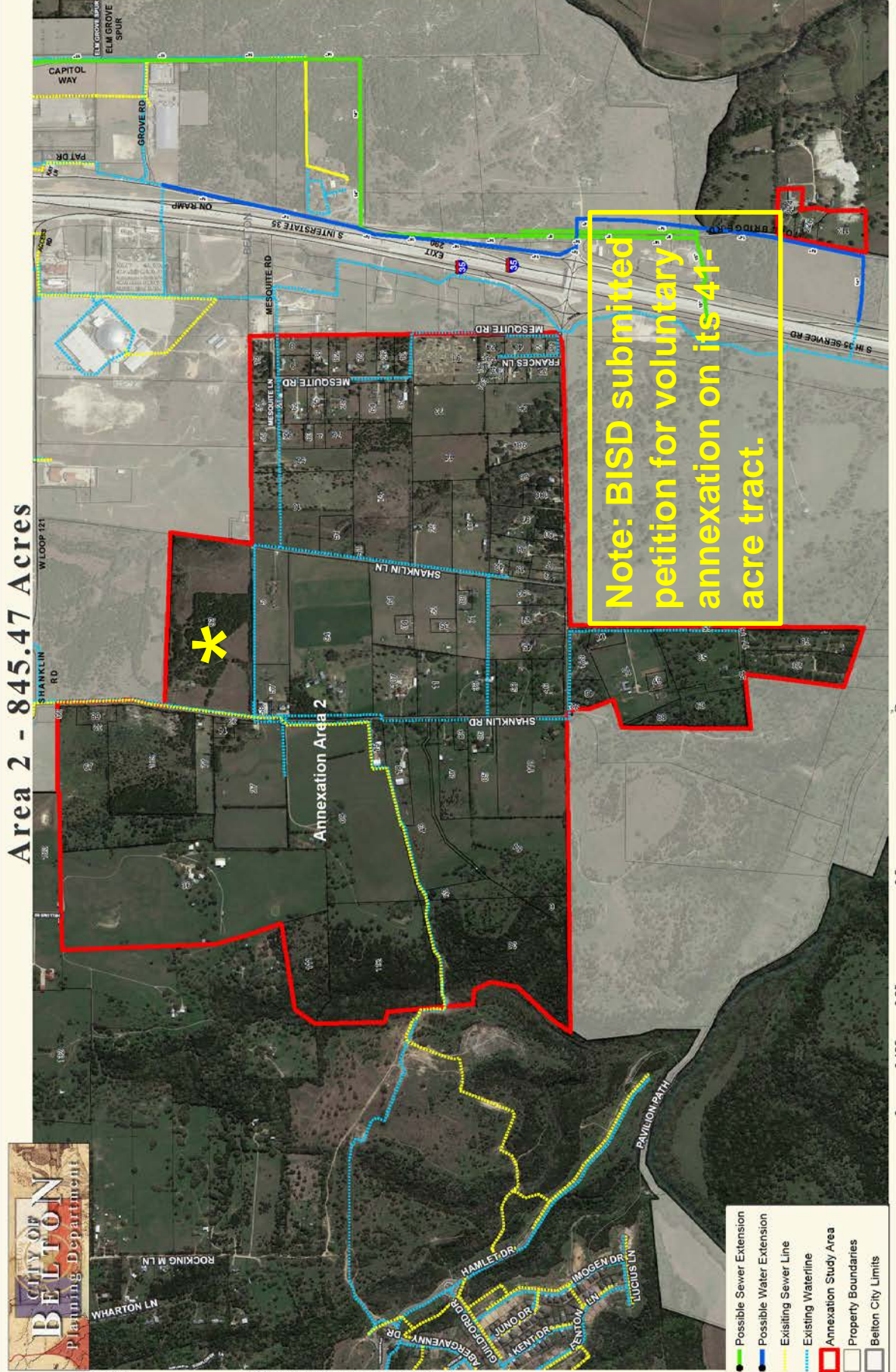
# Annexation Study Area 1





# Annexation Study Area 2

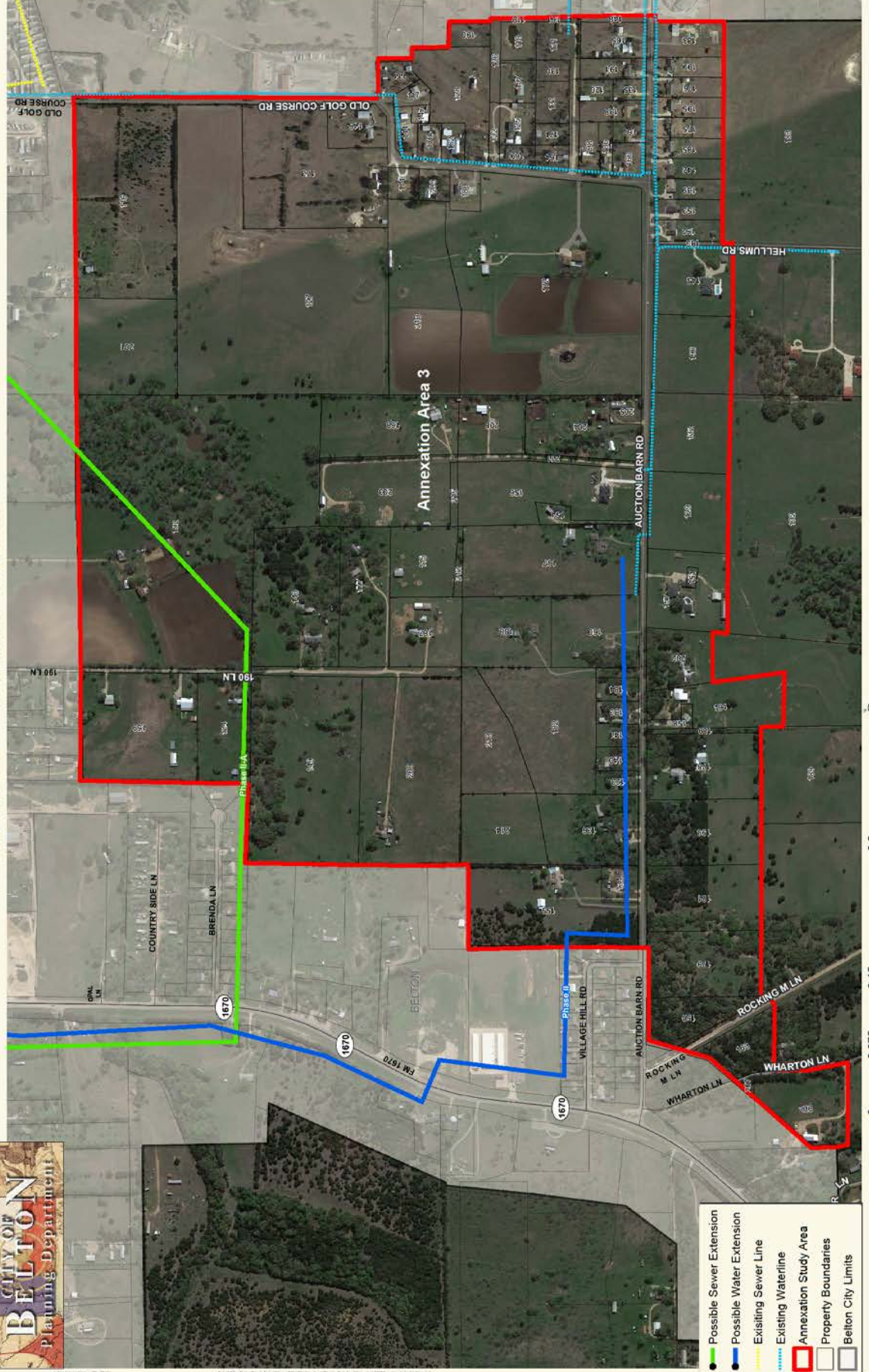
Area 2 - 845.47 Acres





# Annexation Study Area 3

Area 3 - 455.08 Acres



- Possible Sewer Extension
- Possible Water Extension
- Existing Sewer Line
- Existing Waterline
- Annexation Study Area
- Property Boundaries
- Belton City Limits

Map Date: 10/17/2017

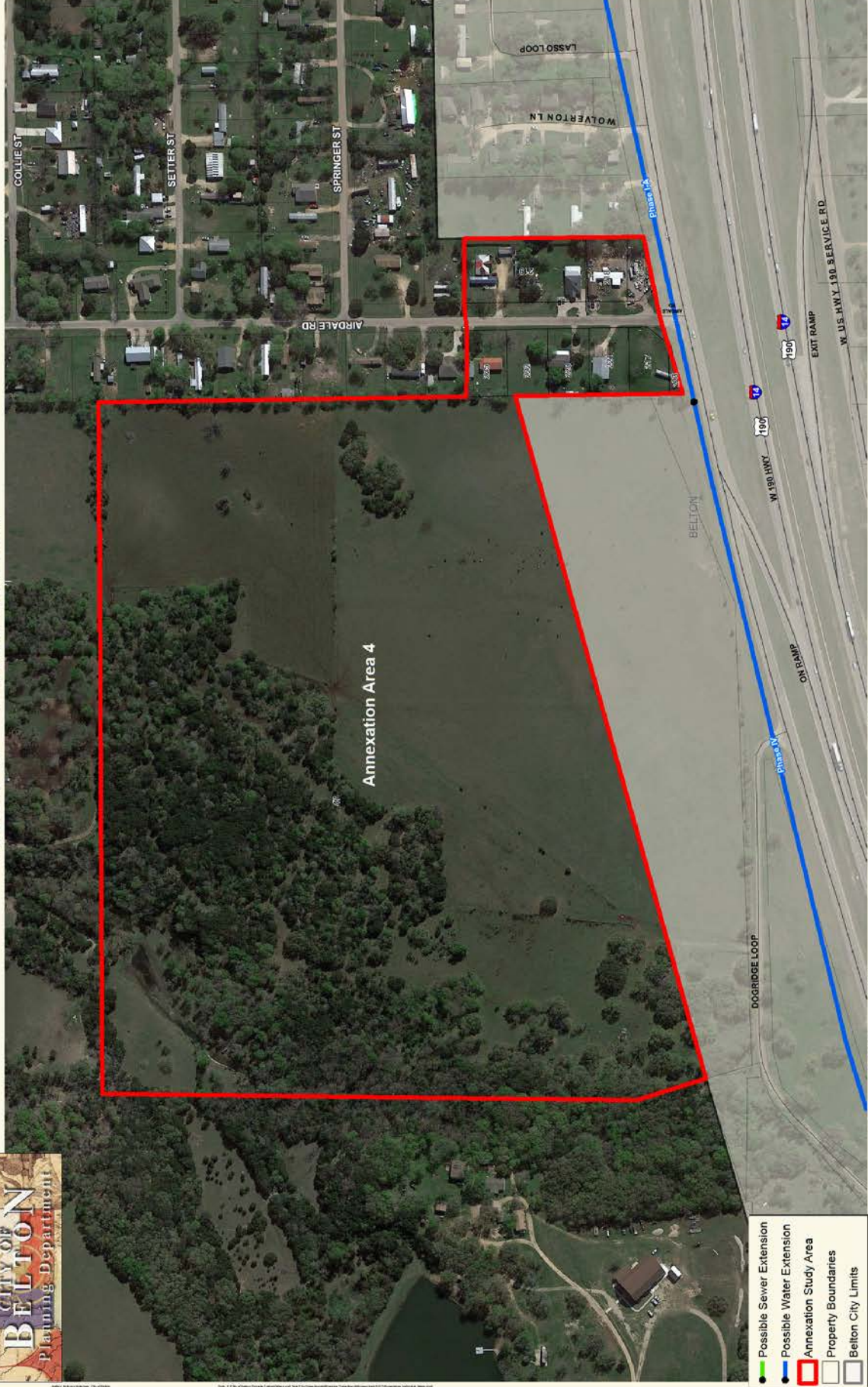
0 0.075 0.15 0.3 Miles

For informational purposes only. Boundaries are approximate and not legally binding.



# Annexation Study Area 4

Area 4 - 56.32 Acres



For informational purposes only. Boundaries are approximate and not legally binding.

Map Date: 10/17/2017

# Annexation Public Hearing

## Presentation of Services Plans

- Summary Information (cont.)

- In accordance with Texas State Law, the City is required to develop and make available a Municipal Services Plan for services to be extended to areas annexed, equal or superior to services provided prior to annexation:
  - A. Basic Services – Police, Fire, EMS, Street Maintenance, Public Park Maintenance, if any, and extension of currently provided services.
  - B. Full Municipal Services – Extension of all city services, but a uniform level of services is not required based on existing topography, land use, and population density.
  - C. Capital Improvement Plan (CIP) project listing based on known commitments, as well as inclusion in CIP planning for future capital needs.
- Those services will now be reviewed, as required.

# Annexation Public Hearing - Presentation of Services Plans

## Municipal Services Plans - Areas 1-4

**Basic Municipal Services to be Provided:** The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

- Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.
- Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.
- Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.



# Annexation Public Hearing - Presentation of Services Plans

## Municipal Services Plans - Areas 1-4

- Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.
- Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.
- Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.
- Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

# Annexation Public Hearing - Presentation of Services Plans

## Municipal Services Plans - Areas 1-4

- Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.
- Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.
- Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:
  - Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
  - Routine maintenance as presently performed within City.
  - Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies.
  - Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
  - Installation and maintenance of street lighting in accordance with established policies of the City.
  - The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
  - Private streets will remain the responsibility of record owners or the homeowners association and as such be maintained by the responsible party.

# Annexation Public Hearing - Presentation of Services Plans

## Municipal Services Plans - Areas 1-4

- Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service. Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.
- Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

# Annexation Public Hearing - Presentation of Services Plans

## Municipal Services Plans - Areas 1-4

- Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.
- Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association.
- Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.



# Annexation Public Hearing - Presentation of Services Plans

## Municipal Services Plans - Areas 1-4

- Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.
- Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.
- Terms. This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Belton.
- Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.
- Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.



## Van Delft-10/17/2013

# Annexation Public Hearing - Presentation of Services Plans

## Variable Municipal Services – Study Areas 1 & 2

- Water Service

1. City is responsible for water service based on CCN, subject to City of Belton extension policies and City development standards and subdivision regulations.

- Wastewater Service

1. Wastewater services are available for extension in same manner as available in City of Belton subject to City of Belton extension policies.
2. Developer or property owner is responsible for funding extension and connection subject to subdivision regulations and extension policies.



# Annexation Public Hearing - Presentation of Services Plans Capital Improvements to be Completed w/i 2½ Years (6/30/20) Study Areas 1 & 2

- Water/Wastewater Facility

1. A 1MG elevated water storage tank is planned in Northwest Belton. (3<sup>rd</sup>)
2. Tank will enhance water service/fire protection throughout the City
3. Tank will be available by June 30, 2020.
4. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

# Annexation Public Hearing - Presentation of Services Plans

## Variable Municipal Services – Study Area 3

- Water Service

1. City is responsible for water service based on CCN on the eastern two-thirds of Area 3, and Dog Ridge Water Supply Corporation is responsible for the western one-third of Area 3, subject to City of Belton extension policies, and City development standards and subdivision regulations. (Annexation does not change a Water CCN service provider).

- Wastewater Service

1. Wastewater services are available for extension in same manner as available in City of Belton subject to City of Belton extension policies.
2. Developer or property owner is responsible for funding extension and connection subject to subdivision regulations and extension policies.

# Annexation Public Hearing - Presentation of Services Plans Capital Improvements to be Completed w/i 2½ Years (6/30/20) Study Area 3

- Water/Wastewater Facility Other Sewer Than Line Above
  1. A 1MG elevated water storage tank is planned in Northwest Belton. (3<sup>rd</sup>)
  2. Tank will enhance water service/fire protection throughout the City
  3. Tank will be available by June 30, 2020.
  4. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

# Annexation Public Hearing - Presentation of Services Plans

## Variable Municipal Services – Study Area 4

- Water Service

1. Dog Ridge Water Supply Corporation, based on CCN, is responsible for Area 4, subject to City of Belton extension policies and City development standards and subdivision regulations. (Annexation does not change a Water CCN provider).

- Wastewater Service

1. Wastewater services are available for extension in same manner as available in City of Belton subject to City of Belton extension policies.
2. Developer or property owner is responsible for funding extension and connection subject to subdivision regulations and extension policies.

# Annexation Public Hearing - Presentation of Services Plans Capital Improvements to be Completed w/i 2½ Years (6/30/20) Study Area 4

- Water/Wastewater Facility

1. A 1MG elevated water storage tank is planned in Northwest Belton. (3<sup>rd</sup>)
2. Tank will enhance water service/fire protection throughout the City
3. Tank will be available by June 30, 2020.
4. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.



# Recommendation

## Summary Comments

- Conduct this, the second of two required annexation public hearings, on each Study Area, Areas 1-4.
- Response by eligible property owners on Council proposed 10 year Non-Annexation Development Agreements requested by November 9th, with Council's action on them to follow on November 21<sup>st</sup>, prior to any action on annexation.
- Institution of Annexation Proceedings (First Reading of Ordinance) scheduled November 21, 2017.
- Completion of Annexation Proceedings (Second Reading of Ordinance) scheduled November 28, 2017.

# Municipal Services Cost Summary (Areas 1-4)

## 2017 Annexation Study

### Area 1

1. Operations/Typical Maintenance (Streets – Toll Bridge Road – 0.2 mi.)

Street lighting and street signage (PW)	minimal \$
Street ROW maintenance (Parks)	minimal \$
2. Major Maintenance (Streets – Toll Bridge Road)

No immediate requirement.
3. Capital Projects (Streets – Toll Bridge Road)

No immediate requirement. Reconstruction will occur in conjunction with future development.

# Municipal Services Cost Summary (Areas 1-4)

## 2017 Annexation Study

### Area 2

#### Operations/Typical Maintenance (Streets)

Lampasas Ln. (0.4 mi) – pothole repair (PW)	\$2,000/yr.
Street Lighting – 10 lights (PW)	\$3,000/yr.
Street Signs – (PW) – initial sign cost	\$2,000
Brush Collection – some impact to brush routes, vehicles (PW)	TBD

#### Major Maintenance – Estimates for Year 5 (Streets)

Shanklin Rd. (1.7 mi) – (PW)	(O/L = overlay)
Shanklin Ln. (0.7 mi) – (PW)	HMAC O/L \$225,000
Mesquite Ln./Rd. north of Resthaven Cemetery (0.48 mi) – (PW)	HMAC O/L \$ 93,000
Frances Ln. – No immediate requirements	HMAC O/L \$ 64,000
Mesquite Rd. – south of Resthaven Cemetery – private	

#### Capital Projects – (Streets)

No immediate requirement. Reconstruction of existing streets will occur in conjunction with future development.  
Three Creeks Blvd./Extension to Shanklin Rd. (comparisons to MLK Project) \$5-7M  
(very rough estimate)

- Street distance: 3,400' (MLK: 2,963')
- Bridge length: 320' (MLK: 416')
- 2 lane street, except over bridge (similar to MLK - construction cost of \$5M)

# Municipal Services Cost Summary (Areas 1-4)

## 2017 Annexation Study

### Area 3

#### Operations/Typical Maintenance – (Streets)

Rocking M Ln. – Currently Private road. After dedication to City in late 2018 per MUD Agreement, the proposed double chip seal surface will require some maintenance  
190 Ln. (0.5 mi) – (PW) pothole maintenance  
Street Lighting – 7 lights – (PW)  
Street Signs – (PW) – initial sign cost  
Brush Collection – some impact to brush routes, vehicles (PW)

\$5,000/yr.  
\$2,000/yr.  
\$2,000/yr.  
\$1,500  
TBD

#### Major Maintenance – Estimates for Year 5 – (Streets)

Rocking M – possible alignment to Auction Barn	TBD
190 Ln. (0.5 mi)	HMAC O/L \$ 27,000
Old Golf Course Rd. (0.4 mi)	HMAC O/L \$ 53,000
Auction Barn Rd. (1.1 mi)	HMAC O/L \$150,000
Hellums Rd. (0.1 mi) – need public street dedication	HMAC O/L \$ 14,000

#### Capital Projects – After 5 years and only if needed – (Streets)

Auction Barn Road widening and reconstruction, if needed	\$500,000
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# Municipal Services Cost Summary (Areas 1-4)

## 2017 Annexation Study

### Area 4

#### Operations/Typical Maintenance – (Streets)

Airdale (0.1 mi) – (PW)	minimal \$
Street Lighting – (PW)	minimal \$
Street Signs – (PW)	minimal \$
Street ROW (Parks)	minimal \$

#### Major Maintenance – Estimates for Year 5 – (Streets)

Airdale (0.1 mi) – (PW)	HMAC O/L	\$ 14,000
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#### Capital Projects – Airdale Road - (Streets)

No immediate requirement.

# Municipal Services Cost Summary (Areas 1-4)

## 2017 Annexation Study

### **Summary of Above Costs:**

Operations/Typical Maintenance – Typical items, will depend on final annexation boundary:

- Minor Street Maintenance costs
- Street signage costs @ \$275 per assembly
- Street lighting costs @ \$150-\$200 depending on light type
- Street ROW maintenance equipment/personnel costs

Major Maintenance – HMAC Street overlays begin five years after annexation and depend on annexation boundary.

Future Possible Capital Projects – Three Creeks Blvd. extension to Shanklin Road will be a function of development activity and is not scheduled. Preliminary estimate \$5-\$7M, but design/alignment could reduce cost.

# Staff Report – City Council Agenda Item



## Agenda Item #4

Consider authorizing the purchase of a six (6) vehicles for the Public Works Department: through the HGAC Coop

### Originating Department

Public Works – Angellia Points, Director of Public Works/City Engineer

### Summary Information

Public Works is budgeted to purchase four new vehicles utilizing capital funds through the capital equipment replacement program that will replace four older vehicles. Public Works is also budgeted to purchase one new vehicle from the Water/Sewer Capital Equipment Replacement Fund for the newly created Environmental Specialist position, as well as one new vehicle from the Capital Pool for the new created Building Maintenance Worker I position.

Fleet Department – Replacing unit 32A, a 2001 Dodge 2500, with a 2018 Ford F-250. The new F-250 crew truck will be equipped with the following necessary features to perform the duties for the fleet department, including responding to service calls with the necessary tools and equipment needed in the field.

- F-250 Crew Cab 4-Door
- White exterior, vinyl grey interior, rubber floors
- 2 wheel drive
- Knapheide service body utility bed
- Tommy lift gate
- Tow package
- Power windows and locks

Streets Department – Replacing unit 33, a 2000 Ford F-250, with a 2018 Ford F-150. The new F-150 truck will be equipped with the following necessary features to perform the duties for streets department, including hauling mowers and roadway maintenance materials for general street maintenance.

- F-150 Single Cab
- White exterior, vinyl grey interior, rubber floors
- 2 wheel drive
- Tow package
- Power windows and locks

Water and Sewer Department – Replacing unit 36, a 2005 Dodge 1500, with a 2018 Ford F-150. The new F-150 truck will be equipped with the following necessary features to perform the duties for the water and sewer department, including responding to water leaks and sewer calls, waterline infrastructure maintenance work, performing line locates, etc.

- F-150 Crew Cab 4-Door
- White exterior, vinyl grey interior, rubber floors
- 2 wheel drive
- Power windows and locks

Water and Sewer Department – Replacing unit 25, a 2002 Chevrolet 3500, with a 2018 Ford F-350. The new F-350 truck will be equipped with the following necessary features to perform the duties for the entire water and sewer department. This proposed F350 will be the main response vehicle for all water and sewer maintenance and repair work. It will haul the commonly used equipment including the mini-excavator, the skid steer, pipe and fitting materials, etc.

- F-350 Crew Cab 4-Door
- White exterior, vinyl grey interior, rubber floors
- 2 wheel drive
- Tow package
- Knapheide service body utility bed
- Power windows and locks

Water and Sewer Department – Purchase a new 2018 Ford F-150 for the new Environmental Specialist position. The new F-150 truck will be equipped with the following necessary features to perform the duties for the water administration department.

- F-150 Single Cab
- White exterior, cloth grey interior, rubber floors
- 2 wheel drive
- Power windows and locks

Building Maintenance Department – Purchase a new 2018 Ford F-250 single cab pick-up for the new Maintenance Worker I position. The new F-250 truck will be equipped with the following necessary features to perform the duties of the Building Maintenance Department.

- F-250 Single Cab
- Knapheide service body utility bed
- White exterior, grey vinyl interior
- 2 wheel drive
- Power windows and locks
- Tow package



## Funding

Department	Cost	Funding Source	Scope
Fleet	\$36,569.70	Capital*	F-250 4-Door with Utility Bed to replace Unit 32A
Streets	\$24,545.00	Capital*	F-150 Single Cab Regular Bed to replace Unit 33
Water-Sewer	\$27,391.70	Capital*	F-150 4-Door Regular Bed to replace Unit 36
Water-Sewer	\$33,734.70	Capital*	F-350 4-Door with Utility Bed to replace Unit 25
Water-Sewer	\$21,815.40	Capital*	F-150 Single Cab, new purchase
Building Maint	\$30,183.00	Capital Pool Fund	F-250 Single Cab with Utility Bed, new purchase
<b>Total</b>	<b>\$174,239.50</b>		

\*Capital = Capital Equipment Replacement Funds

Under Texas State Procurement Law, products that are quoted through HGACBuy purchasing cooperative are not required to be bid, because HGAC has already performed the bidding process. Quotes were pursued from Silsbee Ford and Chastang Ford, who provided the lowest HGAC quotes for the requested vehicles.

**Fiscal Impact**      Amount:      \$174,239.50

Budgeted:    ☒ Yes      ☐ No      ☒ Capital Project Funds

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

Funding Source(s): Capital Equipment Replacement Funds, and Capital Pool Funds.

## **Recommendation**

Authorize the purchase of three 2018 Ford F-150's, one 2018 Ford F-250, and one 2018 Ford F-350 from Silsbee Ford and one 2018 Ford F-250 from Chastang Ford using HGAC Contract #VE11-15.

## **Attachments**

**HGAC Quotes**





# CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract  
No.:

VE11-15

Date  
Prepared:

11/14/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF BELTON	Contractor:	SILSBEE FORD
Contact Person:	JEREMY ALLAMON	Prepared By:	JARROD RUNNELS
Phone:	254-933-5823	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	jallamon@belontexas.gov	Email:	fleetsales@outlook.com

Product Code:	E21	Description:	FORD F150 XL REGULAR 4X2
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$ 18,871.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
995 5.0L V8 GAS ENGINE	\$ 1,995.00	2018 FORD F150 XL REGULAR LONG BED	
10 SPD AUTO TRANS	INC	5.0L V8 GAS ENGINE	
REARVIEW CAMERA REQ 2018	\$ 395.00	OXFORD WHITE EXT/ GRAY VINYL 40/20/ 40	
		POWER WINDOWS AND LOCKS	
53A TRAILER TOWING	\$ 595.00	RUBBER FLOORS	
50S CRUISE CONTROL	\$ 225.00		
52P SYNC HANDS FREE	\$ 420.00		
85A POWER WINDOWS LOCKS	\$ 970.00		
DISCOUNT	\$ (276.00)		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 4,324.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
8' BED LONG WHEEL BASE	\$ 295.00		
		Subtotal C:	\$ 295.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 23,490.00	=	Subtotal D:	\$ 23,490.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:	\$ 600.00
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 260 @\$1.75	\$ 455.00		
		Subtotal F:	\$ 455.00

Delivery Date:	120 DAYS ARO	G. Total Purchase Price (D+E+F):	\$ 24,545.00
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**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES OnlyContract  
No.:

VE11-15

Date  
Prepared:

11/14/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF BELTON	Contractor:	SILSBEE FORD
Contact Person:	JEREMY ALLAMON	Prepared By:	JARROD RUNNELS
Phone:	254-933-5823	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	jallamon@belontexas.gov	Email:	fleetsales@outlook.com

Product Code:	E23	Description:	FORD F150 XL SUPERCREW 4X2
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$ 21,820.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
99G 3.5L V6 ECO BOOST	\$ 2,595.00	2018 FORD F150 XL SUPER CREW SHORT BED	
10 SPD AUTO TRANS	INC	3.5L ECOBOOST ENGINE	
		OXFORD WHITE EXT/ GRAY VINYL 40/20/ 40	
50S CRUISE CONTROL	\$ 225.00	POWER WINDOWS AND LOCKS	
		CRUISE CONTROL	
53P SYNC HANDS FREE	\$ 420.00	RUBBER FLOORS	
85A POWER WINDOWS & LOCKS	\$ 1,170.00		
KEYLESS ENTRY	INC		
TILT	INC		
DISCOUNT	\$ (288.30)		
REARVIEW CAMERA REQ 2018	\$ 395.00		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 4,516.70

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal C:	\$ -

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 26,336.70	=	Subtotal D:	\$ 26,336.70	
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$ 600.00

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
DELIVERY 260 @\$1.75	\$ 455.00		
		Subtotal F:	\$ 455.00

Delivery Date: 120 DAYS ARO

**G. Total Purchase Price (D+E+F):**

\$ 27,391.70







# CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only

Contract  
No.:

VE11-15

Date  
Prepared:

11/14/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF BELTON	Contractor:	SILSBEE FORD
Contact Person:	JEREMY ALLAMON	Prepared By:	JARROD RUNNELS
Phone:	254-933-5823	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	jallamon@beltontexas.gov	Email:	fleetsales@outlook.com

Product Code:	E21	Description:	FORD F150 XL REGULAR 4X2
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 18,871.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
3.3L V6 GAS ENGINE	\$ -	2018 FORD F150 XL REGULAR SHORT BED	
6 SPD AUTO TRANS	INC	3.3L V6 GAS ENGINE	
REARVIEW CAMERA REQ 2018	\$ 395.00	OXFORD WHITE EXT/ GRAY CLOTH 40/20/ 40	
85A POWER WINDOWS/LOGKS	\$ 970.00	POWER WINDOWS/LOCKS/CRUISE	
		RUBBER FLOORS	
50S CRUISE CONTROL	\$ 225.00	TRAILER TOW	
52P SYNC HANDS FREE	\$ 420.00		
DISCOUNT	\$ (120.60)		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 1,889.40

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal C:	\$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 20,760.40	=	Subtotal D:	\$ 20,760.40	
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$ 600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 260 @ \$1.75	\$ 455.00		
		Subtotal F:	\$ 455.00

Delivery Date: 120 DAYS ARO

G. Total Purchase Price (D+E+F): \$ 21,815.40



30183



# Staff Report – City Council Agenda Item



## **Agenda Item #5**

Receive a report on the 2017 Growth Management Study for the City of Belton.

### **Originating Department**

Administration – Sam A. Listi, City Manager

### **Summary Information**

The 2018-2022 Strategic Plan includes a Governance category to Develop a Growth Management Strategy, and was adopted on September 19, 2017. This evaluation began that day, with a bus tour of possible annexation areas and approval of a Resolution (2017-26-R) re-iterating Belton's Growth Management Framework, which was adopted by the Council on June 28, 2016. The Framework identified strategies to guide the study of annexation, including:

- Promoting economic development;
- Planning for existing and future development;
- Facilitating long range planning;
- Addressing municipal service delivery needs; and
- Evaluating fiscal considerations.

Resolution 2017-26-R directed preparation of a Growth Management Study to help the Council evaluate if annexation may be appropriate, preparation of Service Plans, and set public hearings for October 24<sup>th</sup> and 31<sup>st</sup>, as well as an annexation schedule.

Other steps taken by the Council include:

- Presentation of Growth Management Study and call for public hearings: 09/26/17
- Conducted 2 required public hearings: 10/24/17 and 10/31/17
- Conducted a 3<sup>rd</sup> public hearing in Area 2, based on property owner petition: 11/16/17

This item will provide a brief overview of some key aspects of the Study, to be followed by recommendations on each Annexation Study Area 1-4.

The map in the Council packet is the overall Study Area Map, covering four areas of consideration for annexation and totaling approximately 1,360 acres.

Key influences that guided the Growth Management Study boundaries included:

- Completed IH-35 widening and City's planned utility extensions along IH-35
- Near term widening of Loop 121 – within 5 years
- Acquisition of BISD school site on Shanklin Road and Voluntary Annexation
- Bell County Expo Center expansion – Equestrian Center underway
- Three Creeks Subdivision Development
- Need to protect major street corridors to accommodate future traffic
- Non-Annexation Development Agreements with Property Owners
- Municipal Service Plan Obligations and extension of City services

Texas Local Government Code, Section 43.056, Provision of Services to Annexed Area, requires preparation of a Municipal Services Plan that provides for the extension of municipal services to an area to be annexed. We have prepared a Municipal Services Plan for each area that includes immediate provision of Basic Services – services such as Police, Fire and EMS Services, Planning and Development Services, Code Enforcement, Refuse and Brush Collection, Recycling, and others. Areas annexed into the City will have access to City parks and facilities, as well as the City's Library, and maintenance of City streets and drainage facilities. Water and sewer services vary, and are discussed in each Municipal Services Plan. Capital Improvement Plan commitments must also be identified in the Plans.

Commitment to the following Capital Improvement Plan project is identified in Plans for Study Area 1-3, and it will be completed within 2 ½ years, by June 30, 2020. Area 4 is in the CCN of Dog Ridge Water Supply Corporation (DRWSC).

A one million gallon elevated water storage tank planned on City property in Northwest Belton to enhance water service throughout the City, including enhanced fire protection and additional capacity during water line maintenance.

The City received two petitions for voluntary annexation – the Kincaid property in Area 1 along Toll Bridge Road, and the BISD property in Area 2 on the east side of Shanklin, south of Loop 121.

Also, the process identified a number of properties (90) eligible for a Non-Annexation Development Agreement, with whom we have worked to exclude these properties from annexation consideration at this time. The map shows all properties in all four areas eligible for a Development Agreement, as well as those that have signed. Owners (38) representing 62 of 90 properties have executed Development Agreements as shown on the map. One owner declined to sign the Development Agreement, and 27 have not signed. The Non-Annexation Development Agreement process has worked well to limit and guide the annexation recommendations which follow. This valuable tool continues to be a bridge between a city's limited authority in the ETJ (subdivision plat review/approval only) and annexation, until such time that annexation may be appropriate for all concerned.

The map also reflects the substantial reduction in Recommended Annexation Area from the Original Annexation Study of approximately 1360 acres to 346.9 acres as a result of public input and the opportunity for Non-Annexation Development Agreements.

### **Fiscal Impact**

Fiscal impact of annexation will be dependent on final annexation boundary determined by the Council.

### **Recommendation**

Receive and discuss the report, and consider the following Council agenda items related to approval of executed Non-Development Agreements and evaluation of recommended Annexation Boundaries.

### **Attachments**

Strategic Plan Excerpt, Implement Growth Management Strategy, FY 2018 Action Plan  
Study Area Map including properties eligible/signed for Non-Annexation Dev. Agreements  
Growth Management Study Overview  
Growth Management Resolution 2017-26-R  
Sample Development Agreement  
Annexation Calendar for 2017



# City of Belton

## Strategic Plan Goal

### Action Plan

#### FY 2018

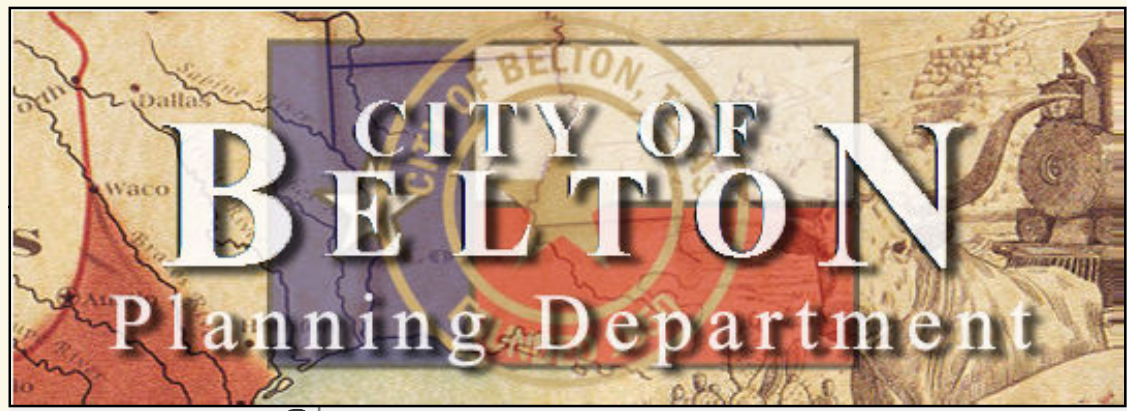
<b>Goal Category:</b>	Governance	
<b>Goal 1b:</b>	Implement Growth Management Strategy	
<b>Applicable Outcome Statement(s):</b>	Belton's governance is fair, transparent, and fiscally responsible	
<b>Project Year:</b>	FY 2018	
<b>Team Leader:</b>	<b>Assisted By:</b>	
City Manager	Director of Planning, Director of Public Works	

<b>Outcome Description(s):</b>	<ul style="list-style-type: none"> <li>Develop and implement orderly future annexation planning in south and west Belton</li> </ul>
<b>Performance Indicator(s):</b>	<ul style="list-style-type: none"> <li>Identify total acres of land annexed into the City limits</li> <li>Project increase in total population</li> <li>Pursue MOU with Temple on ETJ</li> <li>Public infrastructure extensions to newly annexed areas anticipated</li> <li>Linkage to Updated Comprehensive Plan</li> <li>Anticipate new BISD site and opportunity to serve new residential development through infrastructure extensions</li> <li>Council reaches consensus and draws urban service boundary</li> </ul>
<b>Challenges/Barriers:</b>	<ul style="list-style-type: none"> <li>Reaching consensus on growth boundary</li> <li>Cost for serving growth – infrastructure, staff, etc.</li> <li>Legislative challenges to City annexation completed in 2017 Session are effective 12/01/17</li> </ul>
<b>Partners:</b>	N/A

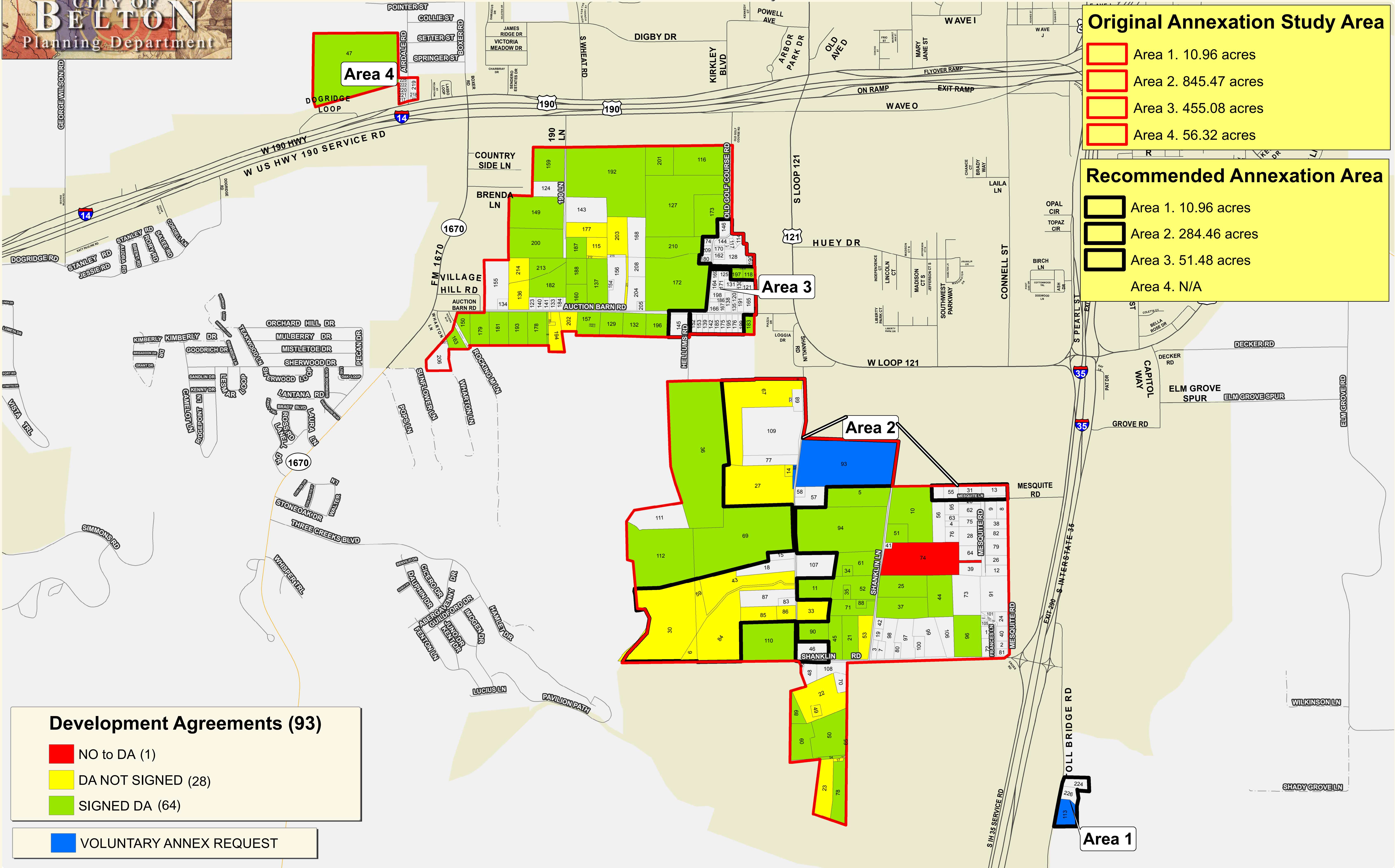
Timeline for Implementation	Expected Completion Date
FY 2018	Fall 2017

Cost	Funding Source(s)
Staff Resources and \$10,000 in Boundary Mapping	General Fund





# 2017 Annexation Study Areas



**City of Belton**  
**2017 Growth Management Study**  
**Municipal Services Plan Overview**

Provision of Services to Annexed Areas is required (43.056 LGC) in three parts. City must develop, and make available, a Municipal Services Plan that provides services that are equal or superior to services provided in the area prior to annexation:

- A. Basic Services – Police, Fire, EMS, Street Maintenance, Public Park Maintenance, if any, and extension of currently provided services.
- B. Full Municipal Services – Extension of all city services, but a uniform level of services is not required based on existing topography, land use, and population density.
- C. Capital Improvement Plan (CIP) project listing based on known commitments, as well as inclusion in CIP planning for future capital needs.

The City of Belton will provide the following services immediately upon the effective date of annexation. All services will be provided at a service level equal or superior to the level of service provided prior to annexation.

- POLICE PROTECTION, SERVICES
- ANIMAL CONTROL SERVICES
- FIRE AND EMERGENCY SERVICES (EMS)
- FIRE PREVENTION SERVICES
- PLANNING, ZONING AND DEVELOPMENT REVIEW
- CODE ENFORCEMENT SERVICES
- LIBRARY SERVICES
- PARKS & RECREATION SERVICES, FACILITIES, PROGRAMMING
- STREETS & STORM DRAINAGE MAINTENANCE
- SANITATION
- BRUSH COLLECTION
- RECYCLING COLLECTION
- UTILITIES (WATER DISTRIBUTION/WASTEWATER COLLECTION)
- ENVIRONMENTAL HEALTH
- SERVICES, FUNDING AND CITY POLICIES



## **RESOLUTION NO. 2017-26-R**

**A RESOLUTION OF THE CITY OF BELTON, TEXAS, ACKNOWLEDGING THE RECOMMENDATION OF THE CITY COUNCIL TO CONSIDER ANNEXATION OF FOUR AREAS; DIRECTING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICES PLAN FOR EACH AREA; SETTING A SCHEDULE FOR ANNEXATION, INCLUDING PUBLIC HEARING DATES; AND PROVIDING AN OPEN MEETINGS CLAUSE AND OTHER RELATED MATTERS.**

---

**WHEREAS**, the City Council, in its comprehensive plan development, has been studying future growth trends for Belton; and

**WHEREAS**, the Belton City Council has identified in the Strategic Plan, Goal 1B, a goal for the implementation of a growth management strategy focused on, among other things, annexation of strategic areas; and

**WHEREAS**, the Belton City Council approved Resolution 2016-22-R adopting a Growth Management Framework on August 28, 2016; and

**WHEREAS**, the Belton City Council has directed staff to bring an item forward to include actions needed to carry out this matter; and

**WHEREAS**, the Belton City Council has adopted the 2018-2022 Strategic Plan, which includes Goal 1b to implement a Growth Management Strategy; and

**WHEREAS**, the staff has developed Area Studies and an annexation schedule and, with the Council's direction, will prepare a Growth Management Study and Municipal Services plan on each tract, each of which is contiguous to the City, fall within Belton's one-mile extraterritorial jurisdiction, and is not within the ETJ boundary of another city.

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


**Part 1: Findings.**

- a. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact; and
- b. The City Council hereby directs the City Manager to prepare a Growth Management Study and develop a Municipal Services plan in accordance with state law for each area shown in Exhibit "A" attached.
- c. Notify property owners of the annexation public hearing dates.

**Part 2: Proceedings.** The City Council hereby adopts the attached schedule, Exhibit "B", including public hearing dates on October 24, 2017, and October 31, 2017. Notice of such hearings shall be provided as required by state law, shall be posted, and the hearings shall be open to the public to accept public comment on the annexation proposal.

**Part 3: Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code.*

**PRESENTED AND PASSED** on this the 19th day of September 2017, by a vote of 7 ayes and 0 nays at a special meeting of the City Council of the City of Belton, Texas.

  
\_\_\_\_\_  
Marion Grayson, Mayor

ATTEST:

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

### EXHIBIT "A"

Area 1	Located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road.
Area 2	Located generally west of IH-35, east of Rocking M Lane, south of Auction Barn Road, and north of the Lampasas River.
Area 3	Located generally south of US 190 (IH-14), east of FM 1670, west of Golf Course Road, and along both sides of Auction Barn Road.
Area 4	Located generally north of US 190 (IH-14), west of Boxer Road, northwest of the intersection of US 190/Airdale Road, and along both sides of Airdale Road south of Springer Street.

## Involuntary Annexation

### SCHEDULE FOR EXEMPT ANNEXATION WITHIN CITY LIMITS

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 19, 2017	<b>COUNCIL BY WRITTEN RESOLUTION</b> (1) sets Public Hearings for <b>October 24, 2017 and October 31, 2017</b> ; and (2) Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
September 22, 2017 last workday	Last day to provide written notice to each property owner and public entity.	Before 30th day before first public hearing. Loc. Gov't Code, §43.062.
October 12, 2017 Publish notice of 1st Public Hearing (1 time)	<b>NEWSPAPER NOTICE RE: 1ST PUBLIC HEARING</b> ; (If applicable, Notice to Railroad) <b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact) <b>(NOTICE on WEB to remain through process)</b>	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
October 19, 2017 Publish notice of 2nd Public Hearing (1 time)	<b>NEWSPAPER NOTICE RE: 2ND PUBLIC HEARING</b>	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063 (c).
October 23, 2017 Ten days after the date the 1st Public Hearing notice is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>October 24, 2017</b> Regular Meeting	<b>1ST PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance.)	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
<b>October 31, 2017</b> Special Meeting	<b>2ND PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.)	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063 (a).
Institution Date <b>November 21, 2017</b> Special Meeting	<b>FIRST READING OF ORDINANCE</b>	Date of institution of proceedings. Not less than 20 days from the 2nd public hearing nor more than 40 days from the 1st public hearing.
<b>November 28, 2017</b> Regular Meeting	<b>SECOND-FINAL READING OF ORDINANCE</b>	Not more than 90 days after 1st reading of Ordinance § 43.064
Within 30 days from receipt of Preclearance	<b>PROVIDE DOCUMENTS AND MAPS TO COUNTY CLERK</b>	Loc. Gov't Code §41.0015 (a)

STATE OF TEXAS §

COUNTY OF BELL §

**CITY OF BELTON, TEXAS  
DEVELOPMENT AGREEMENT  
PURSUANT TO CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Belton, Texas (the “City”) and the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the “Property”) in Bell County, Texas, which is more particularly and separately described as follows:

Geographic ID #	Property ID #

and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code; and

**WHEREAS**, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

**WHEREAS**, the City Council authorized and approved this agreement at a regularly-scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on **November 21, 2017**; and

**WHEREAS**, this Development Agreement is to be recorded in the real property records of Bell County, Texas; and

**WHEREAS**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**Section 1. Agreement by the City.** The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the terms and conditions contained herein. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 2. Agreement by the Owner.** (a) The Owner covenants and agrees that at all times during the Term hereof the Property shall be appraised for ad valorem tax purposes as land for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timberland under Subchapter E of that chapter. In addition, the Property shall not be used for any use other than agriculture, wildlife management, and/or timber land management consistent with Chapter 23 of the Texas Tax Code, except for any *existing* single-family residential use of the property, without the prior written consent of the City.

(b) The Owner has completed and executed an *Affidavit of Tax Appraisal Status and Current Uses*, which is attached to this Agreement as Exhibit "A," and included herein as part of this Agreement as if set out in full, and the Owner acknowledges that the City is entitled to rely on such Affidavit as being correct and complete in all respects.

(c) The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Bell County, the City, or any other government agency having jurisdiction of the Property, until the Property has been annexed into, and zoned by, the City. Further, the Owner shall not take such action to develop or subdivide the Property that would require a plat to be filed with the City or the County under State law.

(d) Except as provided herein, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings, other than one single family residence (new or a replacement for an existing single family residence), an addition to a single family residence, or one or more accessory buildings reasonably needed to support the Agricultural use of the Property, provided the Owner obtains a permit from the City to construct such improvements. Improvements are subject to City-required setbacks and spacing in the Agricultural Zoning District to facilitate future platting, and to conform to the appropriate lot sizes. The Owner must obtain a permit from the City prior to starting construction on any improvements. The Owner also covenants and agrees that the City's "A" or "Agricultural" zoning district requirements apply to the Property, and that the Property shall be used only for uses allowed in an A-Agricultural zoning district that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.



(e) The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation of the Property effective upon a date to be established by the City Council, such date to be on or after the expiration of the Term hereof. Prior to the end of the Term, the City may commence the voluntary annexation of the Property, provided that the annexation shall not be finalized until after the expiration of the Term. In connection with annexation pursuant to this section, the Owner hereby waives any vested development rights Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, or that would otherwise exist by virtue of any plat, or any construction Owner may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

(f) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

(g) This section acknowledges the provision of §232.0015(e), Exception to Plat Requirements, which will not require a plat if property is sold, given, or otherwise transferred to an individual who is related to the owner within the 3<sup>rd</sup> degree of consanguinity or affinity, resulting in a parcel of twenty (20) acres or more in area.

### **Section 3. Deemed Voluntary Annexation Upon Disqualification or Breach.**

(a) Notwithstanding any contrary provision herein, the City may annex the Property in whole or in part if: (i) the Property ceases to be appraised for agricultural, wildlife management or timber use as provided herein; (ii) the Property is used for any use other than a Permitted Use; (iii) any plat or related development document is filed in violation of this Agreement; or (iv) the Owner is otherwise in default hereunder or in breach hereof. The Owner acknowledges that a violation of this Agreement will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though an irrevocable petition for such annexation had been tendered by the Owner.

(b) If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, or that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

**Section 4. Owner Agreement that City May Enforce Its Development and Planning Regulations on Property.** Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in

the same manner the regulations are enforced within the City's boundaries. The Owner agrees that all regulations and planning authority of the City that do not interfere with the Permitted Uses may be enforced with respect to the Property in the same manner the regulations are enforced within the City's boundaries, including but not limited to development regulations, zoning regulations, building permit requirements, and other City regulations as they currently exist or may be enacted in the future. The Owner consents to the jurisdiction of the Municipal Court of the City of Belton for the purpose of prosecuting criminal violations of City regulations on the Property. The City specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

**Section 5. Term.** (a) The term of this Agreement (the "Term") shall be **TBD** years from the date that the City Manager's signature to this Agreement is acknowledged by a notary public.

**Section 6. Future Zoning of Property.** Property annexed pursuant to this Agreement will initially be zoned "A-Agricultural" pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

**Section 7. Permits and Vested Rights.** Pursuant to Texas Local Government Code Section 43.035 this Agreement is not a permit for purposes of Chapter 245 of the Texas Local Government Code, that the Agreement shall be deemed to be a petition for voluntary annexation. The Owner and all Owner's heirs, successors and assigns hereby waive any and all vested rights including rights and claims that they may have under common law, federal case law or Section 43.002 of the Texas Local Government Code related to uses, anticipated uses or potential uses of the Property, other than the existing uses.

**Section 8. No Municipal Services.** The City shall not be obligated to provide the Owner with any municipal services (such as police protection, fire protection, drainage and street construction, or maintenance), with respect to the Property for the duration of this Agreement.

**Section 9. Notice to Third Parties.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural, wildlife management or timber management (as applicable) exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

**City of Belton, Texas  
Attn: City Manager  
P.O. Box 120  
Belton, TX 76513**

**Section 10. Agreement Runs with the Land.** This Agreement shall run with the Property and be recorded in the real property records of Bell County, Texas.

**Section 11. Severance Clause.** The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

**Section 12. No Waiver.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 13. Enforcement.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. The remedies herein provided shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to the terms of this Agreement. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 14. Applicable law and Venue.** This Agreement was executed in Bell County, Texas, and is governed by the laws of the State of Texas. The venue for any legal proceeding to enforce or interpret the provisions of this Agreement shall be in Bell County, Texas.

**Section 15. Multiple copies.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

**Section 16. Survival of Certain Rights of the City Upon Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

**Section 17. Construction.** This Agreement shall be construed fairly and simply, and not strictly for or against any party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement.

**Section 18. Further Assurances.** Each party shall, from time to time, upon the written request of any other party, execute and deliver such further instruments and documents as may be reasonably necessary to perform its obligations hereunder or to give full effect to this Agreement.

**Section 19. Entire Agreement.** This Agreement, together with its exhibits, constitutes the entire

agreement of the parties concerning the subject matter hereof. There are no oral representations, warranties, agreements, or promises pertaining to such matters not incorporated in writing in this Agreement. This Agreement may be amended only as mutually agreed upon in writing and duly executed by authorized representatives of the parties.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Property Owners**

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

**City of Belton, Texas**

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

ATTEST:

Approved as to form:

\_\_\_\_\_  
Amy Casey  
City Clerk

\_\_\_\_\_  
John Messer  
City Attorney

THE STATE OF TEXAS     §

COUNTY OF BELL             §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Sam A. Listi, City Manager, City of Belton, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS     §

COUNTY OF BELL             §

This instrument was acknowledged before me on \_\_\_\_\_ the day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Owner.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS     §

COUNTY OF BELL             §

This instrument was acknowledged before me on \_\_\_\_\_ the day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Owner.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS     §

COUNTY OF BELL             §

This instrument was acknowledged before me on \_\_\_\_\_ the day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Owner.

\_\_\_\_\_  
Notary Public, State of Texas

## **Affidavit of Tax Appraisal Status and Current Uses**

\_\_\_\_\_ appeared in person before me today and stated under oath:

"My name is \_\_\_\_\_. I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am the owner of a parcel of real property (the "Property") in Bell County, Texas, which is more particularly and separately described as geographic identification number \_\_\_\_\_ and property identification number \_\_\_\_\_, and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code.

The current improvements on my Property are as follows: (Please list all permanent property improvements, for example, buildings, signs, or other structures, on the Property as shown on your most recent statement received from the Bell County Appraisal District and improvements which have been added by you since January 1, 2017):

\_\_\_\_\_

\_\_\_\_\_

The current uses being made of my Property are as follows: (for example: farming, grazing, single family residential, retail, commercial or industrial uses)

\_\_\_\_\_

\_\_\_\_\_

I understand that the information provided herein will be used by the City to substantiate my current use of my Property, and to determine during the term of this Agreement to which this Affidavit is an Exhibit, whether the uses of the Property have changed, and that providing misleading information will invalidate my Agreement with the City.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### **Property Owner**

\_\_\_\_\_

Signature

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Owner.

\_\_\_\_\_  
Notary Public, State of Texas



## Involuntary Annexation

### SCHEDULE FOR EXEMPT ANNEXATION WITHIN CITY LIMITS

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 19, 2017	<b>COUNCIL BY WRITTEN RESOLUTION</b> (1) sets Public Hearings for <b>October 24, 2017 and October 31, 2017</b> ; and (2) Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
September 22, 2017 last workday	Last day to provide written notice to each property owner and public entity.	Before 30th day before first public hearing. Loc. Gov't Code, §43.062.
October 12, 2017 Publish notice of 1st Public Hearing (1 time)	<b>NEWSPAPER NOTICE RE: 1ST PUBLIC HEARING</b> ; (If applicable, Notice to Railroad) <b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact) <b>(NOTICE on WEB to remain through process)</b>	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
October 19, 2017 Publish notice of 2nd Public Hearing (1 time)	<b>NEWSPAPER NOTICE RE: 2ND PUBLIC HEARING</b>	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063 (c).
October 23, 2017 Ten days after the date the 1st Public Hearing notice is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>October 24, 2017</b> Regular Meeting	<b>1ST PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance.)	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
<b>October 31, 2017</b> Special Meeting	<b>2ND PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.)	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063 (a).
<b>November 16, 2017</b> Special Meeting	<b>3RD PUBLIC HEARING FOR AREA 2</b>	Protest letters received for on-site public hearing for Area 2 per Loc. Gov't Code, §§ 43.063 (b).
Institution Date <b>November 21, 2017</b> Special Meeting	<b>FIRST READING OF ORDINANCE</b>	Date of institution of proceedings. Not less than 20 days from the 2nd public hearing nor more than 40 days from the 1st public hearing.
<b>November 28, 2017</b> Regular Meeting	<b>SECOND-FINAL READING OF ORDINANCE</b>	Not more than 90 days after 1st reading of Ordinance § 43.064
Within 30 days from receipt of Preclearance	<b>PROVIDE DOCUMENTS AND MAPS TO COUNTY CLERK</b>	Loc. Gov't Code §41.0015 (a)

# Staff Report – City Council Agenda Item



## **Agenda Item #6A & 6B**

Consider the following alternative annexation ordinances on Area 1:

- A. An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 1, approximately 10.96 acres located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road; or
- B. An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 1, approximately 5.312 acres located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road.

## **Originating Department**

Administration – Sam A. Listi, City Manager

## **Summary Information**

There are three (3) parcels included in this annexation consideration – properties owned by James and Delores Kincaid, Ernest Wade Markham, and Landon and Martha Alford. These properties are all subject to the conditions of Development Agreements signed by the Kincaids and the Alfords last year (2016). These Agreements are attached.

When their Development Agreement was signed in 2016, the Kincaids owned 7.7 acres, comprising the southern and middle tracts of Annexation Study Area 1.

- The Kincaids conveyed the 2.4 acre middle parcel to the Markhams in 2017, in conflict with Section 2(c) and 2(e) of the Agreement (division less than 20 acres, no plat, lost ag exemption status per Tax Appraisal District)
- This action triggers a voluntary annexation petition in Section 3(a), with no action required by the owner, yet recognizing this, the Kincaids took the additional step of submitting an annexation petition in May 2017 for their property, the southernmost 5.312 acres, for Council consideration. The Kincaid property is currently vacant.

The Alfords divided the western 2.88 from a larger tract that extends to the east.

- The larger adjacent Alford tract totals over 40 acres
- This division in 2016 conflicts with Section 2(c) and 2(e) of the Agreement (division less than 20 acres, no plat, lost ag exemption status)

- This action triggers a voluntary annexation petition in Section 3(a), with no action required by the Alfords.

The executed Development Agreements in 2016, like the ones we have secured recently in the context of the 2017 Annexation Study, are an important deferral to annexation until development is proposed, or until the Agreement terms are not followed. It seems reasonable to expect these Agreement terms to be followed by the original property owners signing the Agreements, as well as successive owners, since the Agreement terms run with the land.

There are several reasons to consider Annexation of the entire 10.96 acre tract, including:

- Respect for previously executed and recent Development Agreements, which trigger annexation consideration based on Agreement terms
- Location of parcels along Toll Bridge Road, just east of the City limits
- The Kincaid property is outside the City, vacant, and not subject to building permits
- Belton water/sewer CCN service areas
- Proposed extension of sewer and water in the immediate vicinity
- IH-35/Shanklin Road interchange just to north, with projection eastward on Thoroughfare Plan
- Shanklin Crossing Mixed Use Development zoning located to the north at Shanklin Road
- Recent rezoning for RV Park immediately opposite this Study Area, on west side of Toll Bridge Road, between Toll Bridge and IH-35

### **Fiscal Impact**

Fiscal impact will depend on final boundary annexed.

### **Conclusion**

The Council may consider annexation of all or any portion of the 10.96 acre tract.

Ordinance 6A would annex the entire 10.96 acre tract and is recommended.

Ordinance 6B would annex only the 5.312 acre tract for which the Kincaids submitted a voluntary petition.

### **Recommendation**

Recommend adoption of Ordinance 6A on first reading instituting annexation proceedings in 2017 Annexation Study Area 1, approximately 10.96 acres located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River.

**Attachments**

Kincaid's 2016 Development Agreement

Alford's 2016 Development Agreement

Annexation Ordinance 6A, including Annexation Service Plan, Survey and Field Notes

Annexation Ordinance 6B, including Annexation Service Plan, Survey and Field Notes

Area 1 Land Use Study

STATE OF TEXAS §

COUNTY OF BELL §

**CITY OF BELTON, TEXAS  
DEVELOPMENT AGREEMENT  
PURSUANT TO CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Belton, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Bell County, Texas, which is more particularly and separately described as follows:

Geographic ID #	Property ID #
0553520400	420157

and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code; and

**WHEREAS**, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

**WHEREAS**, the City Council authorized and approved this agreement at a regularly-scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on November 22, 2016; and

**WHEREAS**, this Development Agreement is to be recorded in the real property records of Bell County, Texas; and

**WHEREAS**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:



**Section 1. Agreement by the City.** The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the terms and conditions contained herein. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 2. Agreement by the Owner.** (a) The Owner covenants and agrees that at all times during the Term hereof the Property shall be appraised for ad valorem tax purposes as land for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timberland under Subchapter E of that chapter. In addition, the Property shall not be used for any use other than agriculture, wildlife management, and/or timber land management consistent with Chapter 23 of the Texas Tax Code, except for any *existing* single-family residential use of the property, without the prior written consent of the City.

(b) The Owner has completed and executed an *Affidavit of Tax Appraisal Status and Current Uses*, which is attached to this Agreement as Exhibit "A," and included herein as part of this Agreement as if set out in full, and the Owner acknowledges that the City is entitled to rely on such Affidavit as being correct and complete in all respects.

(c) The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Bell County, the City, or any other government agency having jurisdiction of the Property, until the Property has been annexed into, and zoned by, the City. Further, the Owner shall not take such action to develop or subdivide the Property that would require a plat to be filed with the City or the County under State law.

(d) Except as provided herein, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings, other than one single family residence (new or a replacement for an existing single family residence), an addition to a single family residence, or one or more accessory buildings reasonably needed to support the Agricultural use of the Property, provided the Owner obtains a permit from the City to construct such improvements. Improvements are subject to City-required setbacks and spacing in the Agricultural Zoning District to facilitate future platting, and to conform to the appropriate lot sizes. The Owner must obtain a permit from the City prior to starting construction on any improvements. The Owner also covenants and agrees that the City's "A" or "Agricultural" zoning district requirements apply to the Property, and that the Property shall be used only for uses allowed in an A-Agricultural zoning district that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

(e) The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation of the Property effective upon a date to be established by the City Council, such date to be on or after the expiration of the Term hereof. Prior to the end of the Term, the City may commence the voluntary annexation of the Property, provided that the annexation shall not be finalized until after the expiration of the Term. In connection with



annexation pursuant to this section, the Owner hereby waives any vested development rights Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, or that would otherwise exist by virtue of any plat, or any construction Owner may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

(f) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

(g) This section acknowledges the provision of §232.0015(e), Exception to Plat Requirements, which will not require a plat if property is sold, given, or otherwise transferred to an individual who is related to the owner within the 3<sup>rd</sup> degree of consanguinity or affinity, resulting in a parcel of twenty (20) acres or more in area.

### **Section 3. Deemed Voluntary Annexation Upon Disqualification or Breach.**

(a) Notwithstanding any contrary provision herein, the City may annex the Property in whole or in part if: (i) the Property ceases to be appraised for agricultural, wildlife management or timber use as provided herein; (ii) the Property is used for any use other than a Permitted Use; (iii) any plat or related development document is filed in violation of this Agreement; or (iv) the Owner is otherwise in default hereunder or in breach hereof. The Owner acknowledges that a violation of this Agreement will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though an irrevocable petition for such annexation had been tendered by the Owner.

(b) If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, or that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

**Section 4. Owner Agreement that City May Enforce Its Development and Planning Regulations on Property.** Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The Owner agrees that all regulations and planning authority of the City that do not interfere with the Permitted Uses may be enforced with respect to the Property in the same manner the regulations are enforced within the City's boundaries, including but not limited to development regulations,



zoning regulations, building permit requirements, and other City regulations as they currently exist or may be enacted in the future. The Owner consents to the jurisdiction of the Municipal Court of the City of Belton for the purpose of prosecuting criminal violations of City regulations on the Property. The City specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

**Section 5. Term.** (a) The term of this Agreement (the "Term") shall be five (5) years from the date that the City Manager's signature to this Agreement is acknowledged by a notary public.

**Section 6. Future Zoning of Property.** Property annexed pursuant to this Agreement will initially be zoned "A-Agricultural" pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

**Section 7. Permits and Vested Rights.** Pursuant to Texas Local Government Code Section 43.035 this Agreement is not a permit for purposes of Chapter 245 of the Texas Local Government Code, that the Agreement shall be deemed to be a petition for voluntary annexation. The Owner and all Owner's heirs, successors and assigns hereby waive any and all vested rights including rights and claims that they may have under common law, federal case law or Section 43.002 of the Texas Local Government Code related to uses, anticipated uses or potential uses of the Property, other than the existing uses.

**Section 8. No Municipal Services.** The City shall not be obligated to provide the Owner with any municipal services (such as police protection, fire protection, drainage and street construction, or maintenance), with respect to the Property for the duration of this Agreement.

**Section 9. Notice to Third Parties.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural, wildlife management or timber management (as applicable) exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

**City of Belton, Texas  
Attn: City Manager  
P.O. Box 120  
Belton, TX 76513**

**Section 10. Agreement Runs with the Land.** This Agreement shall run with the Property and be recorded in the real property records of Bell County, Texas.

**Section 11. Severance Clause.** The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal,



enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

**Section 12. No Waiver.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 13. Enforcement.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. The remedies herein provided shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to the terms of this Agreement. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 14. Applicable law and Venue.** This Agreement was executed in Bell County, Texas, and is governed by the laws of the State of Texas. The venue for any legal proceeding to enforce or interpret the provisions of this Agreement shall be in Bell County, Texas.

**Section 15. Multiple copies.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

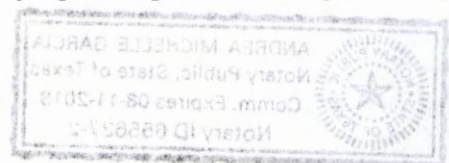
**Section 16. Survival of Certain Rights of the City Upon Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

**Section 17. Construction.** This Agreement shall be construed fairly and simply, and not strictly for or against any party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement.

**Section 18. Further Assurances.** Each party shall, from time to time, upon the written request of any other party, execute and deliver such further instruments and documents as may be reasonably necessary to perform its obligations hereunder or to give full effect to this Agreement.

**Section 19. Entire Agreement.** This Agreement, together with its exhibits, constitutes the entire agreement of the parties concerning the subject matter hereof. There are no oral representations, warranties, agreements, or promises pertaining to such matters not incorporated in writing in this Agreement. This Agreement may be amended only as mutually agreed upon in writing and duly executed by authorized representatives of the parties.

Entered into this 22<sup>nd</sup> day of November, 20 16.





**Property Owners**

Signature

Printed Name: James M. Kincaid

Signature

Printed Name: Dolores Kincaid

Signature

Printed Name: \_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_

**City of Belton, Texas**

Sam A. Listi  
Sam A. Listi  
City Manager

ATTEST:

Amy L. Casey  
Amy Casey  
City Clerk

John Messer

Approved as to form:

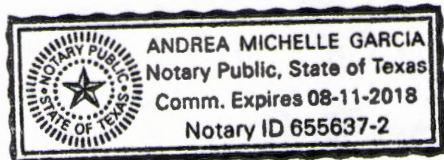
John Messer  
City Attorney

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the 22<sup>nd</sup> day of November,  
20 16, by Sam A. Listi, City Manager, City of Belton, Texas.

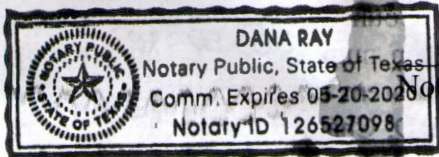
Andrea Michelle Garcia  
Notary Public, State of Texas



THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on 27 the day of OCTOBER,  
20 16, by JAMES KINCAID, Owner.

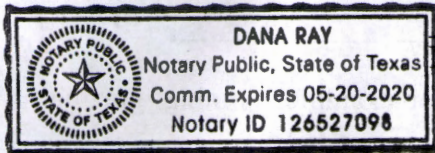


Dana Ray  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on 27 the day of OCTOBER,  
20 16, by DOLORES KINCAID, Owner.



Dana Ray  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on \_\_\_\_\_ the day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Owner.

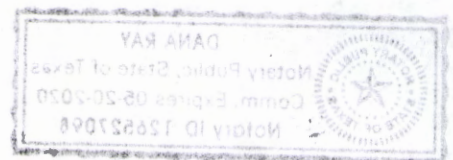
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on \_\_\_\_\_ the day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Owner.

\_\_\_\_\_  
Notary Public, State of Texas





**Affidavit of Tax Appraisal Status and Current Uses**

James Kincaid appeared in person before me today and stated under oath:

"My name is James Kincaid. I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am the owner of a parcel of real property (the "Property") in Bell County, Texas, which is more particularly and separately described as geographic identification number 9553 520400 and property identification number 420157 and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code.

The current improvements on my Property are as follows: (Please list all permanent property improvements, for example, buildings, signs, or other structures, on the Property as shown on your most recent statement received from the Bell County Appraisal District and improvements which have been added by you since January 1, 2016):

Single family Residence, Car Port, Well house, Storage Port

The current uses being made of my Property are as follows: (for example: farming, grazing, single family residential, retail, commercial or industrial uses)

Single Family Residential, Farming, Grazing

I understand that the information provided herein will be used by the City to substantiate my current use of my Property, and to determine during the term of this Agreement to which this Affidavit is an Exhibit, whether the uses of the Property have changed, and that providing misleading information will invalidate my Agreement with the City.

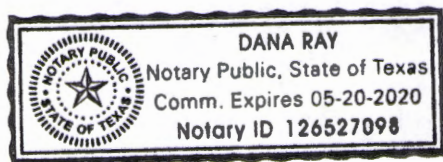
Executed on this 27 day of October, 20 16.

**Property Owner**

[Signature]  
Signature

This instrument was acknowledged before me on the 27 day of OCTOBER, 20 16, by JAMES KINCAID, Owner.

[Signature]  
Notary Public, State of Texas





Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513



70 2016 00048997

Instrument Number: 2016-00048997

Recorded On: December 06, 2016

As  
Recordings

Parties: KINCAID JAMES M

To CITY OF BELTON

Billable Pages: 8

Number of Pages: 9

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings	39.00
Total Recording:	39.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2016-00048997

Receipt Number: 287220

Recorded Date/Time: December 06, 2016 03:31:59P

User / Station: K Salamone - Cash Station 4

**Record and Return To:**

CITY OF BELTON

PO BOX 120

BELTON TX 76513



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property  
Records in Bell County, Texas

Shelley Coston  
Bell County Clerk

STATE OF TEXAS §

COUNTY OF BELL §

**CITY OF BELTON, TEXAS  
DEVELOPMENT AGREEMENT  
PURSUANT TO CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Belton, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Bell County, Texas, which is more particularly and separately described as follows:

Geographic ID #	Property ID #
0553520101	47288
0554250001	47290
0554250101	47291
0553520103	420163
0553520300	167436
0553520301	420158

and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code; and

**WHEREAS**, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

**WHEREAS**, the City Council authorized and approved this agreement at a regularly-scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on November 22, 2016; and

**WHEREAS**, this Development Agreement is to be recorded in the real property records of Bell County, Texas; and

**WHEREAS**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

After Recording return to:  
City of Belton  
Attn: City Clerk  
P.O. Box 120  
Belton, Texas 76513



**Section 1. Agreement by the City.** The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the terms and conditions contained herein. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 2. Agreement by the Owner.** (a) The Owner covenants and agrees that at all times during the Term hereof the Property shall be appraised for ad valorem tax purposes as land for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timberland under Subchapter E of that chapter. In addition, the Property shall not be used for any use other than agriculture, wildlife management, and/or timber land management consistent with Chapter 23 of the Texas Tax Code, except for any *existing* single-family residential use of the property, without the prior written consent of the City.

(b) The Owner has completed and executed an *Affidavit of Tax Appraisal Status and Current Uses*, which is attached to this Agreement as Exhibit "A," and included herein as part of this Agreement as if set out in full, and the Owner acknowledges that the City is entitled to rely on such Affidavit as being correct and complete in all respects.

(c) The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Bell County, the City, or any other government agency having jurisdiction of the Property, until the Property has been annexed into, and zoned by, the City. Further, the Owner shall not take such action to develop or subdivide the Property that would require a plat to be filed with the City or the County under State law.

(d) Except as provided herein, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings, other than one single family residence (new or a replacement for an existing single family residence), an addition to a single family residence, or one or more accessory buildings reasonably needed to support the Agricultural use of the Property, provided the Owner obtains a permit from the City to construct such improvements. Improvements are subject to City-required setbacks and spacing in the Agricultural Zoning District to facilitate future platting, and to conform to the appropriate lot sizes. The Owner must obtain a permit from the City prior to starting construction on any improvements. The Owner also covenants and agrees that the City's "A" or "Agricultural" zoning district requirements apply to the Property, and that the Property shall be used only for uses allowed in an A-Agricultural zoning district that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

(e) The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation of the Property effective upon a date to be established by the City Council, such date to be on or after the expiration of the Term hereof. Prior to the end of the Term, the City may commence the voluntary annexation of the Property, provided that the



annexation shall not be finalized until after the expiration of the Term. In connection with annexation pursuant to this section, the Owner hereby waives any vested development rights Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, or that would otherwise exist by virtue of any plat, or any construction Owner may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

(f) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

(g) This section acknowledges the provision of §232.0015(e), Exception to Plat Requirements, which will not require a plat if property is sold, given, or otherwise transferred to an individual who is related to the owner within the 3<sup>rd</sup> degree of consanguinity or affinity, resulting in a parcel of twenty (20) acres or more in area.

### **Section 3. Deemed Voluntary Annexation Upon Disqualification or Breach.**

(a) Notwithstanding any contrary provision herein, the City may annex the Property in whole or in part if: (i) the Property ceases to be appraised for agricultural, wildlife management or timber use as provided herein; (ii) the Property is used for any use other than a Permitted Use; (iii) any plat or related development document is filed in violation of this Agreement; or (iv) the Owner is otherwise in default hereunder or in breach hereof. The Owner acknowledges that a violation of this Agreement will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though an irrevocable petition for such annexation had been tendered by the Owner.

(b) If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, or that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

**Section 4. Owner Agreement that City May Enforce Its Development and Planning Regulations on Property.** Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The Owner agrees that all regulations and planning authority of the City that do not interfere with the Permitted Uses may be enforced with respect to the Property in the same manner the regulations



are enforced within the City's boundaries, including but not limited to development regulations, zoning regulations, building permit requirements, and other City regulations as they currently exist or may be enacted in the future. The Owner consents to the jurisdiction of the Municipal Court of the City of Belton for the purpose of prosecuting criminal violations of City regulations on the Property. The City specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

**Section 5. Term.** (a) The term of this Agreement (the "Term") shall be five (5) years from the date that the City Manager's signature to this Agreement is acknowledged by a notary public.

**Section 6. Future Zoning of Property.** Property annexed pursuant to this Agreement will initially be zoned "A-Agricultural" pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

**Section 7. Permits and Vested Rights.** Pursuant to Texas Local Government Code Section 43.035 this Agreement is not a permit for purposes of Chapter 245 of the Texas Local Government Code, that the Agreement shall be deemed to be a petition for voluntary annexation. The Owner and all Owner's heirs, successors and assigns hereby waive any and all vested rights including rights and claims that they may have under common law, federal case law or Section 43.002 of the Texas Local Government Code related to uses, anticipated uses or potential uses of the Property, other than the existing uses.

**Section 8. No Municipal Services.** The City shall not be obligated to provide the Owner with any municipal services (such as police protection, fire protection, drainage and street construction, or maintenance), with respect to the Property for the duration of this Agreement.

**Section 9. Notice to Third Parties.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural, wildlife management or timber management (as applicable) exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

**City of Belton, Texas  
Attn: City Manager  
P.O. Box 120  
Belton, TX 76513**

**Section 10. Agreement Runs with the Land.** This Agreement shall run with the Property and be recorded in the real property records of Bell County, Texas.

**Section 11. Severance Clause.** The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is



unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

**Section 12. No Waiver.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 13. Enforcement.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. The remedies herein provided shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to the terms of this Agreement. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 14. Applicable law and Venue.** This Agreement was executed in Bell County, Texas, and is governed by the laws of the State of Texas. The venue for any legal proceeding to enforce or interpret the provisions of this Agreement shall be in Bell County, Texas.

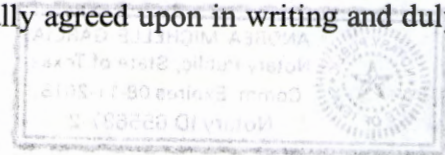
**Section 15. Multiple copies.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

**Section 16. Survival of Certain Rights of the City Upon Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

**Section 17. Construction.** This Agreement shall be construed fairly and simply, and not strictly for or against any party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement.

**Section 18. Further Assurances.** Each party shall, from time to time, upon the written request of any other party, execute and deliver such further instruments and documents as may be reasonably necessary to perform its obligations hereunder or to give full effect to this Agreement.

**Section 19. Entire Agreement.** This Agreement, together with its exhibits, constitutes the entire agreement of the parties concerning the subject matter hereof. There are no oral representations, warranties, agreements, or promises pertaining to such matters not incorporated in writing in this Agreement. This Agreement may be amended only as mutually agreed upon in writing and duly executed by authorized representatives of the parties.





Entered into this 17 day of October, 20 16.

**Property Owners**

Randy Afford  
Signature  
Printed Name: Randy Afford

Laura Biford  
Signature  
Printed Name: LAURA BIFORD

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

**City of Belton, Texas**

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

ATTEST:  
Amy Casey  
Amy Casey  
City Clerk

Approved as to form:

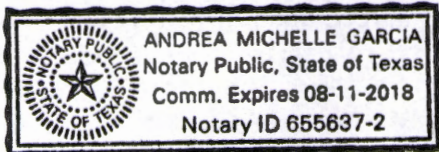
John Messer  
\_\_\_\_\_  
John Messer  
City Attorney

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the 22<sup>nd</sup> day of November, 20 16, by Sam A. Listi, City Manager, City of Belton, Texas.

Andrea Michelle Garcia  
\_\_\_\_\_  
Notary Public, State of Texas



THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on 17th the day of October,  
2016, by Randy Alford, Owner.

Dora Sandlin  
Notary Public, State of Texas



THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on 17th the day of October,  
2016, by Laura Alford, Owner.

Dora Sandlin  
Notary Public, State of Texas



THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on \_\_\_\_\_ the day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Owner.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on \_\_\_\_\_ the day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Owner.

\_\_\_\_\_  
Notary Public, State of Texas



**Affidavit of Tax Appraisal Status and Current Uses**

Laura Alford appeared in person before me today and stated under oath:

"My name is Laura Alford. I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am the owner of a parcel of real property (the "Property") in Bell County, Texas, which is more particularly and separately described as geographic identification number \_\_\_\_\_ and property identification number \_\_\_\_\_, and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code.

The current improvements on my Property are as follows: (Please list all permanent property improvements, for example, buildings, signs, or other structures, on the Property as shown on your most recent statement received from the Bell County Appraisal District and improvements which have been added by you since January 1, 2016):

none

The current uses being made of my Property are as follows: (for example: farming, grazing, single family residential, retail, commercial or industrial uses)

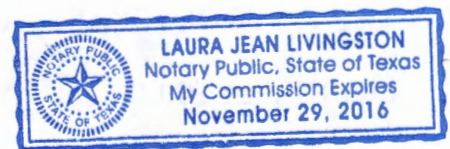
grazing - family residential

I understand that the information provided herein will be used by the City to substantiate my current use of my Property, and to determine during the term of this Agreement to which this Affidavit is an Exhibit, whether the uses of the Property have changed, and that providing misleading information will invalidate my Agreement with the City.

Executed on this 24 day of October, 2016.

**Property Owner**

[Signature]  
Signature



This instrument was acknowledged before me on the 24 day of October, 2016, by Laura Alford, Owner.

[Signature]  
Notary Public, State of Texas



Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513



70 2016 00048996

Instrument Number: 2016-00048996

Recorded On: December 06, 2016

As  
Recordings

Parties: ALFORD RANDY

To CITY OF BELTON

Billable Pages: 8

Number of Pages: 9

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings	39.00
<b>Total Recording:</b>	<b>39.00</b>

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2016-00048996

Receipt Number: 287220

Recorded Date/Time: December 06, 2016 03:31:59P

User / Station: K Salamone - Cash Station 4

**Record and Return To:**

CITY OF BELTON

PO BOX 120

BELTON TX 76513



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property  
Records in Bell County, Texas

Shelley Coston  
Bell County Clerk

## ORDINANCE NO. 2017-32

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 10.96 ACRES LOCATED ON THE EAST SIDE OF TOLL BRIDGE ROAD, GENERALLY BETWEEN SHANKLIN ROAD AND THE LAMPASAS RIVER, IN THE 5000 BLOCK OF TOLL BRIDGE ROAD; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

---

**WHEREAS**, the City of Belton (the "City") is a Texas home-rule municipal corporation;

**WHEREAS**, thirty (30) days or more prior to the date of the first public hearing required pursuant to §43.063, Tex. Loc. Gov't. Code, the City gave written notice of its intent to annex the property, as more particularly described hereinafter in this ordinance, to each property owner, according to the official records of Bell County, within the area proposed to be annexed, each public entity and private entity that provides services in the area, and each railroad company with right-of-way in the area;

**WHEREAS**, the property to be annexed contains fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract;

**WHEREAS**, the property to be annexed is contiguous with, adjacent to, and within one mile of the corporate limits of the City, and is not within the boundaries of any other city;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the Tex. Loc. Gov't Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City's exclusive jurisdiction is hereby extended to include all of the annexed area within the City limits and property within one mile of the annexed area within the City's extra-territorial jurisdiction; and

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Municipal Service Plan attached hereto as Exhibit "A," and to add the area immediately to its Capital Improvement Planning process.

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

**Section 1. Findings of Fact.** All of the above premises, findings and recitals of fact are found to be true and correct and are incorporated into the body of this ordinance as findings of fact, as if copied herein in their entirety. Further statements of facts hereinafter made in the ordinance are incorporated as findings of fact by the City Council.

- A. That Belton's City Manager has reviewed the proposed annexation and has determined that municipal services identified in the Service Plan are available for the area proposed for incorporation.
- B. That the City Manager has found the municipal services proposed will provide a comparable level of municipal services for properties with similar topography, land use, and population density to properties currently located within the Belton city limits.
- C. That the property shall be immediately added to the City's Capital Improvement Planning process.
- D. That the property is hereby temporarily zoned in accordance with the Agricultural zoning district.

**Section 2.** That under the authority and provisions of Article II, Section 5 of the Home Rule Charter of the City of Belton, Texas, and certain laws of the State of Texas, including, but not limited to, Chapter 43 of the Local Government Code, the boundaries and limits of the City of Belton, Texas, are hereby extended so as to annex and include within the corporate limits of the City of Belton, Texas, **10.96 ACRES LOCATED ON THE EAST SIDE OF TOLL BRIDGE ROAD, GENERALLY BETWEEN SHANKLIN ROAD AND THE LAMPASAS RIVER, IN THE 5000 BLOCK OF TOLL BRIDGE ROAD**, as shown on the map attached as Exhibit "B," and more particularly described by metes and bounds attached as Exhibit "C."

**Section 3.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the Annexed Property as part of the City of Belton.

**Section 4.** Upon first reading of this ordinance, the above described annexed area shall be a part of the City of Belton, Texas, and the jurisdiction of the City shall extend the extraterritorial jurisdiction of the City to create exclusive jurisdiction in all areas within one mile of the annexed area not within the legal jurisdiction of an existing City on the date of the first reading of this ordinance. The residents and property owners within the annexed area shall be entitled to all of the rights and privileges lawfully pertaining thereto as shown in the attached Service Plan, and shall be bound by the acts, ordinances, regulations and resolutions of said City.

**Section 5.** After publishing notices of public hearings in the Belton Journal and the Temple Daily Telegram on October 12, 2017 and October 19, 2017, and holding public hearings on October 24, 2017, and October 31, 2017, this ordinance is:

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas on the 21<sup>st</sup> day of November, 2017.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas, on the 28<sup>th</sup> day of November, 2017.

---

Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk



## EXHIBIT “A”

### AREA 1 CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of 10.96 acres, located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road.

**Municipal Services to be Provided:** The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City’s Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City’s Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton’s extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project

developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies.
- (4) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners' association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same

manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within Certificate of Convenience and Necessity of the City of Belton. Water service will be subject to regulation by the City of Belton as it relates to development standards and design requirements, including the City's subdivision regulations, in effect at the time of installation. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Wastewater Service/Collection. Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners' association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements to Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste

collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.

2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2020. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

3. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).



ANNEXATION STUDY 2017  
ANNEXATION AREA I  
10.96 ACRES

FELIPPI MADRIGAL SURVEY, ABSTRACT 554  
FOR THE CITY OF BELTON, TEXAS.

EXHIBIT "B"

CALLED 26.38 ACRES  
IIGK PROPERTY  
MANAGMENT, LTD.  
Vol. 4657, Pg. 331

LAURA ALFORD  
5271 TOLLBRIDGE ROAD  
BELTON, TEXAS 76513  
CALLED 55.209 ACRES  
Vol. 5065, Pg. III

TAX ID NO. 472920  
LONDON ALFORD and wife,  
MARTHA ALFORD  
5235 TOLLBRIDGE ROAD  
BELTON, TEXAS 76513  
CALLED 2.88 ACRES  
Doc. No. 2016-00047255

TAX ID NO. 475240  
ERNEST WADE MARKHAM  
5355 TOLLBRIDGE ROAD  
BELTON, TEXAS 76513  
CALLED 2.428 ACRES  
Doc. No. 2017-00020626

JERRY L. HERRICK and wife,  
ELAINE S. HERICK  
13480 BLACKBERRY ROAD  
SALADO, TEXAS 76571  
CALLED 19.47 ACRES  
Doc. No. 2010-00041740

LAURA ALFORD  
5271 TOLLBRIDGE ROAD  
BELTON, TEXAS 76513  
CALLED 55.209 ACRES  
Vol. 5065, Pg. III

TAX ID NO. 420157  
JAMES M. KINCAID and wife,  
DOLORES D. KINCAID  
5355 TOLLBRIDGE ROAD  
BELTON, TEXAS 76513  
REMAINDER OF CALLED 7.751 ACRES  
Doc. No. 2009-00048858

5/8" Iron Rod Found  
POINT OF BEGINNING  
Texas State Plane,  
Texas Central Zone,  
NAD83  
(Grid Coordinate)  
N:10,341,186.39  
E:3,188,681.49

ALTON L. SHEPPARD, JR. and  
wife, ELIZABETH SHEPPARD  
PO BOX 687  
BELTON, TEXAS 76513  
CALLED 7.28 ACRES  
Vol. 2559, Pg. 471

NOTE - SHADED AREAS DENOTES PROPERTY THAT IS CURRENTLY  
INSIDE THE CITY LIMITS OF THE CITY OF BELTON, TEXAS.

This document was prepared under 22 TAC 663.21, does not reflect  
the results of an on the ground survey, and is not to be used to  
convey or establish interests in real property except those rights  
and interests implied or established by the creation or  
reconfiguration of the political subdivision for which it was prepared.

The information contained hereon was provided by the Tax Appraisal  
District of Bell County, Texas.

This sketch is to accompany a description of the herein shown 10.96  
acre tract.



*Charles C. Lucko*

Scale: 1" = 100'  
Job No.: 170847  
Dwg No.: 170847-ANNEXATION AREA I  
Drawn by: SLW  
Surveyor: CCL #4636  
Copyright 2017 All County Surveying, Inc.

Plot Date: 10-17-2017

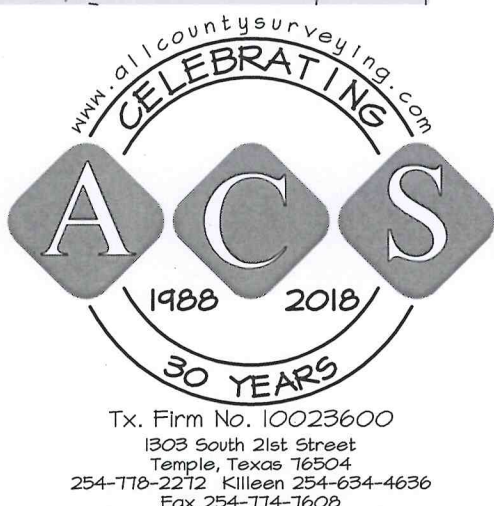




EXHIBIT "C"  
**ANNEXATION STUDY 2017**  
*ANNEXATION AREA 1 – 10.96 ACRES*  
*CITY OF BELTON, TEXAS*

1

**FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.**

October 17, 2017

Surveyor's Field Notes for:

**10.96 ACRES**, situated in the **FELIPPI MADRIGAL SURVEY, ABSTRACT 554**, Bell County, Texas, embracing the remainder of a called 7.751 Acre tract conveyed to James M. Kincaid and wife, Dolores D. Kincaid in Document No. 2009-00048858, Official Public Records of Real Property, Bell County, Texas all of a called 2.428 Acre tract conveyed to Ernest Wade Markham in Document No. 2017-00020626, Official Public Records of Real Property, Bell County, Texas, a portion of a called 55.209 Acre tract conveyed to Laura Alford in Volume 5065, Page 111, Official Public Records of Real Property, Bell County, Texas, and all of a called 2.88 Acre tract conveyed to Landon Alford and wife, Martha Alford in Document No. 2016-00047255, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found (Texas State Plane, Texas Central Zone, NAD83 (Grid Coordinate) N:10,341,186.39 E:3,188,681.49) at the southwest corner of said 7.75 Acre tract, being the northwest corner of a called 7.28 Acre tract conveyed to Alton L. Sheppard, Jr. and wife, Elizabeth Sheppard in Volume 2559, Page 471, Official Public Records of Real Property, Bell County, Texas, and being on the east line of Tollbridge Road, same being the east line of a tract of land annexed into the City of Belton per Ordinance No. 99-31, for the southwest corner of the herein described tract;

**THENCE**, in a northerly direction, with the east line of said Tollbridge Road, same being the east line of said Ordinance No. 99-31 tract, **N 27° 38' 17" E – 924.90'**, a calculated point, and **N 40° 34' 43" E – 135.45'**, to a calculated point at the northwest corner of said 2.88 Acre tract, same being the southwest corner of a called 26.38 Acre tract conveyed to IIGK Property Management, Ltd. in Volume 4657, Page 331, Official Public Records of Real Property, Bell County, Texas, for the northwest corner of the herein described tract;

**THENCE**, in an easterly direction, with the south line of said 26.38 Acre tract, **S 72° 08' 38" E – 510.23'**, to a calculated point at the northeast corner of said 2.88 Acre tract, being the northernmost northwest corner of said 55.209 Acre tract, for the northeast corner of the herein described tract;

**THENCE**, in a southerly direction, with the boundary of said 55.209 Acre tract, **S 14° 33' 25" W – 278.40'**, to a calculated point at the southeast corner of said 2.88 Acre tract, for an interior corner of the herein described tract;

# ANNEXATION STUDY 2017

ANNEXATION AREA 1 – 10.96 ACRES  
CITY OF BELTON, TEXAS

2

**THENCE**, in a westerly direction, with the south line of said 2.88 Acre tract, same being the boundary line of said 55.209 Acre tract, **N 68° 58' 22" W – 221.56'**, a calculated point, and **N 32° 26' 38" W – 49.44'**, to a calculated point, for an interior corner of the herein described tract;

**THENCE**, in a southerly direction, **S 08° 21' 25" W**, at 49.96' pass the northeast corner of said 2.428 Acre tract, and continuing for a total distance of **231.82'**, a calculated point, **S 29° 49' 08" W – 155.16'**, a calculated point, and **S 16° 22' 52" W – 413.49'**, to a calculated point on the north line of said 7.28 Acre tract, for the southeast corner of the herein described tract;

**THENCE**, in a westerly direction, with the north line of said 7.28 Acre tract, **N 73° 07' 54" W – 493.26'**, to the **POINT OF BEGINNING** and containing 10.96 Acres of Land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

The information contained herein was provided by the Tax Appraisal District of Bell County, Texas.

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

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 10.96 Acre tract.

**ALL COUNTY SURVEYING, INC.**

**1-800-749-PLAT**

**Tx. Firm Lic. No. 10023600**

server/projects/pro170000/170800/170847/170847-ANNEXATION AREA 1.doc



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

*Charles C. Lucko*

## ORDINANCE NO. 2017-32

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 5.312 ACRES LOCATED ON THE EAST SIDE OF TOLL BRIDGE ROAD, GENERALLY BETWEEN SHANKLIN ROAD AND THE LAMPASAS RIVER, IN THE 5000 BLOCK OF TOLL BRIDGE ROAD; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

---

**WHEREAS**, the City of Belton (the "City") is a Texas home-rule municipal corporation;

**WHEREAS**, thirty (30) days or more prior to the date of the first public hearing required pursuant to §43.063, Tex. Loc. Gov't. Code, the City gave written notice of its intent to annex the property, as more particularly described hereinafter in this ordinance, to each property owner, according to the official records of Bell County, within the area proposed to be annexed, each public entity and private entity that provides services in the area, and each railroad company with right-of-way in the area;

**WHEREAS**, the property to be annexed contains fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract;

**WHEREAS**, the property to be annexed is contiguous with, adjacent to, and within one mile of the corporate limits of the City, and is not within the boundaries of any other city;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the Tex. Loc. Gov't Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City's exclusive jurisdiction is hereby extended to include all of the annexed area within the City limits and property within one mile of the annexed area within the City's extra-territorial jurisdiction; and

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Municipal Service Plan attached hereto as Exhibit "A," and to add the area immediately to its Capital Improvement Planning process.

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

**Section 1. Findings of Fact.** All of the above premises, findings and recitals of fact are found to be true and correct and are incorporated into the body of this ordinance as findings of fact, as if copied herein in their entirety. Further statements of facts hereinafter made in the ordinance are incorporated as findings of fact by the City Council.



- A. That Belton's City Manager has reviewed the proposed annexation and has determined that municipal services identified in the Service Plan are available for the area proposed for incorporation.
- B. That the City Manager has found the municipal services proposed will provide a comparable level of municipal services for properties with similar topography, land use, and population density to properties currently located within the Belton city limits.
- C. That the property shall be immediately added to the City's Capital Improvement Planning process.
- D. That the property is hereby temporarily zoned in accordance with the Agricultural zoning district.

**Section 2.** That under the authority and provisions of Article II, Section 5 of the Home Rule Charter of the City of Belton, Texas, and certain laws of the State of Texas, including, but not limited to, Chapter 43 of the Local Government Code, the boundaries and limits of the City of Belton, Texas, are hereby extended so as to annex and include within the corporate limits of the City of Belton, Texas, **5.312 ACRES LOCATED ON THE EAST SIDE OF TOLL BRIDGE ROAD, GENERALLY BETWEEN SHANKLIN ROAD AND THE LAMPASAS RIVER, IN THE 5000 BLOCK OF TOLL BRIDGE ROAD**, as shown on the map attached as Exhibit "B," and more particularly described by metes and bounds attached as Exhibit "C."

**Section 3.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the Annexed Property as part of the City of Belton.

**Section 4.** Upon first reading of this ordinance, the above described annexed area shall be a part of the City of Belton, Texas, and the jurisdiction of the City shall extend the extraterritorial jurisdiction of the City to create exclusive jurisdiction in all areas within one mile of the annexed area not within the legal jurisdiction of an existing City on the date of the first reading of this ordinance. The residents and property owners within the annexed area shall be entitled to all of the rights and privileges lawfully pertaining thereto as shown in the attached Service Plan, and shall be bound by the acts, ordinances, regulations and resolutions of said City.

**Section 5.** After publishing notices of public hearings in the Belton Journal and the Temple Daily Telegram on October 12, 2017 and October 19, 2017, and holding public hearings on October 24, 2017, and October 31, 2017, this ordinance is:

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas on the 21<sup>st</sup> day of November, 2017.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas, on the 28<sup>th</sup> day of November, 2017.

---

Marion Grayson, Mayor

ATTEST:

---

Amy M. Casey, City Clerk

## EXHIBIT “A”

### AREA 1 CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of 5.312. acres, located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road.

**Municipal Services to be Provided:** The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City’s Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City’s Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton’s extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project

developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies.
- (4) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners' association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same



manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within Certificate of Convenience and Necessity of the City of Belton. Water service will be subject to regulation by the City of Belton as it relates to development standards and design requirements, including the City's subdivision regulations, in effect at the time of installation. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Wastewater Service/Collection. Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners' association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements to Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste

collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.

2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2020. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

3. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

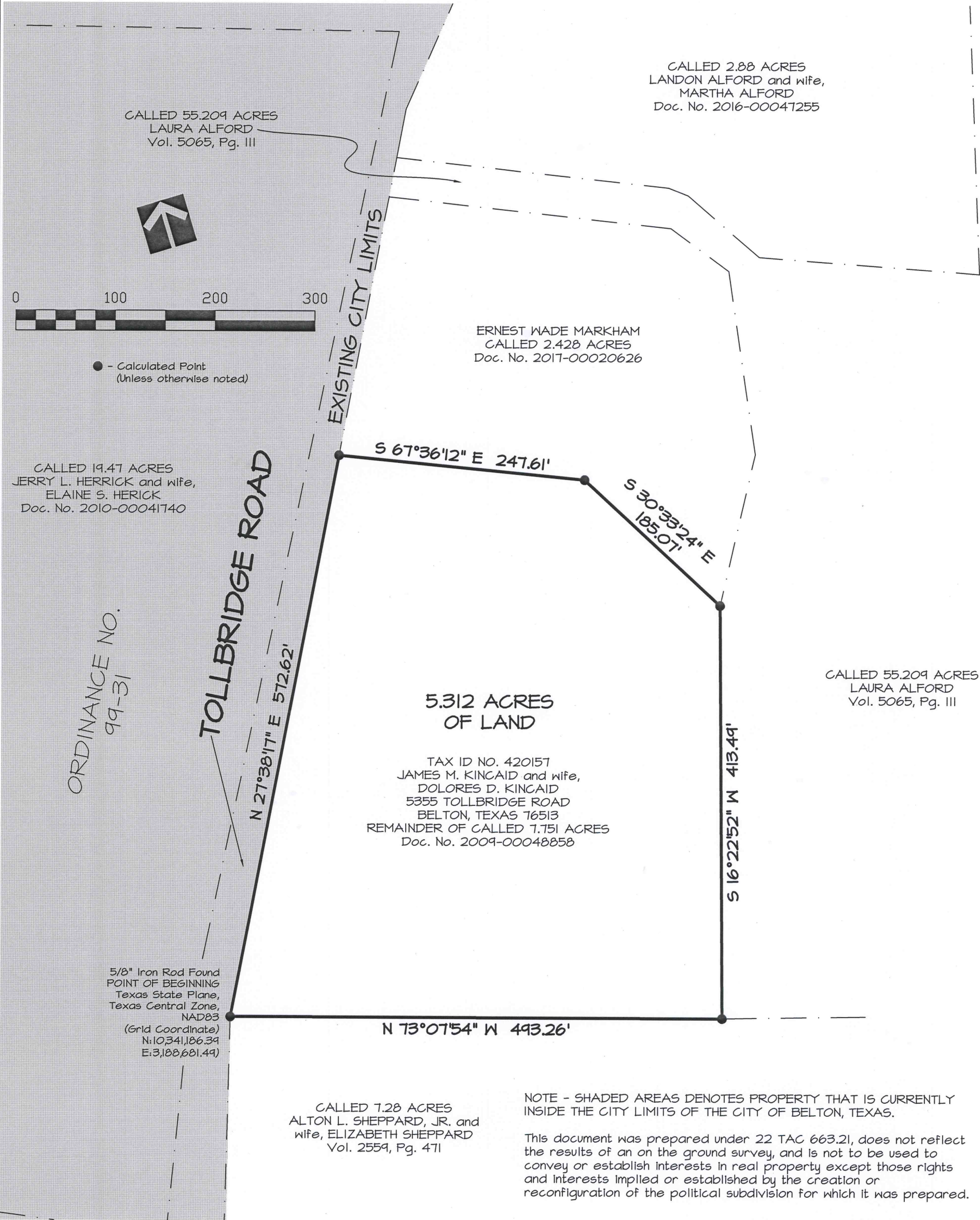
The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).



ANNEXATION STUDY 2017  
ANNEXATION AREA I - REVISED  
5.312 ACRES

EXHIBIT "B"

FELIPPI MADRIGAL SURVEY, ABSTRACT 554  
FOR THE CITY OF BELTON, TEXAS.



www.allcountysurveying.com  
CELEBRATING  
ACS  
1988 2018  
30 YEARS  
Tx. Firm No. 10023600  
1303 South 21st Street  
Temple, Texas 76504  
254-778-2272 Killeen 254-634-4636  
Fax 254-774-7608

STATE OF TEXAS  
REGISTERED  
CHARLES C. LUCKO  
4636  
PROFESSIONAL  
LAND SURVEYOR  
*Charles C. Lucko*

NOTE - SHADED AREAS DENOTES PROPERTY THAT IS CURRENTLY  
INSIDE THE CITY LIMITS OF THE CITY OF BELTON, TEXAS.

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and interests implied or established by the creation or  
reconfiguration of the political subdivision for which it was prepared.

The information contained hereon was provided by the Tax Appraisal  
District of Bell County, Texas.

This sketch is to accompany a description of the herein shown 5.312  
acre tract.

Scale: 1" = 100'  
Job No.: 170847  
Dwg No.: 170847-AREA I REVISED  
Drawn by: SLW  
Surveyor: CCL #4636  
Copyright 2017 All County Surveying, Inc.

Plot Date: 11-14-2017



EXHIBIT "C"  
**ANNEXATION STUDY 2017**  
ANNEXATION AREA 1 REVISED – 5.312 ACRES  
CITY OF BELTON, TEXAS

1

**FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.**

November 15, 2017

Surveyor's Field Notes for:

**5.312 ACRES**, situated in the **FELIPPI MADRIGAL SURVEY, ABSTRACT 554**, Bell County, Texas, embracing the remainder of a called 7.751 Acre tract conveyed to James M. Kincaid and wife, Dolores D. Kincaid in Document No. 2009-00048858, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found (Texas State Plane, Texas Central Zone, NAD83 (Grid Coordinate) N:10,341,186.39 E:3,188,681.49) at the southwest corner of said 7.75 Acre tract, being the northwest corner of a called 7.28 Acre tract conveyed to Alton L. Sheppard, Jr. and wife, Elizabeth Sheppard in Volume 2559, Page 471, Official Public Records of Real Property, Bell County, Texas, and being on the east line of Tollbridge Road, same being the east line of a tract of land annexed into the City of Belton per Ordinance No. 99-31, for the southwest corner of the herein described tract;

**THENCE**, in a northerly direction, with the east line of said Tollbridge Road, same being the east line of said Ordinance No. 99-31 tract, **N 27° 38' 17" E – 572.62'**, to a calculated point at the northwest corner of the remainder of said 7.751 Acre tract, same being the southwest corner of a called 2.428 Acre tract conveyed to Ernest Wade Markham in Document No. 2017-00020626, Official Public Records of Real Property, Bell County, Texas, for the northwest corner of the herein described tract;

**THENCE**, in an easterly direction, with the south line of said 2.428 Acre tract, **S 67° 36' 12" E – 247.61'**, a calculated point, and **S 30° 33' 24" E – 185.07'**, to a calculated point at the northeast corner of the remainder of said 7.751 Acre tract, being on the western line of a called 55.209 Acre tract conveyed to Laura Alford in Volume 5065, Page 111, Official Public Records of Real Property, Bell County, Texas, for the northeast corner of the herein described tract;

**THENCE**, in a southerly direction, with the boundary of said 55.209 Acre tract, **S 16° 22' 52" W – 413.49'**, to a calculated point on the north line of said 7.28 Acre tract, for the southeast corner of the herein described tract;

**THENCE**, in a westerly direction, with the north line of said 7.28 Acre tract, **N 73° 07' 54" W – 493.26'**, to the **POINT OF BEGINNING** and containing 5.312 Acres of Land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

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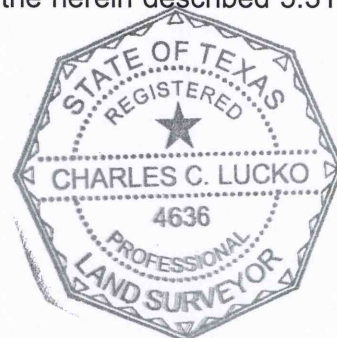
This metes and bounds description to accompany a Surveyor's Sketch of the herein described 5.312 Acre tract.

**ALL COUNTY SURVEYING, INC.**

**1-800-749-PLAT**

**Tx. Firm Lic. No. 10023600**

server/projects/pro170000/170800/170847/170847-AREA 1 REVISED.doc



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



## **ANNEXATION STUDY: TRACT BY TRACT ANALYSIS AREA #1**

**LOCATION/GENERAL DESCRIPTION OF LAND** – Area 1 contains approximately 10 acres, and is located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road.

**OWNERSHIP/LAND USE** – Low Density Residential

### **INFRASTRUCTURE/UTILITIES:**

- **STREET CONDITION - PUBLIC/PRIVATE (Name/Condition):**
  - Street Condition – Toll Bridge Road is a public street. The road needs to be widened from a county road to meet City standards. Toll Bridge is already in the City limits of Belton. The ROW varies on Toll Bridge, and thus additional ROW will be required upon platting/development.
  - Street Lighting – There are no street lights on Toll Bridge Road for this area.
  - Street Signage – There are no street signs along Toll Bridge for this area.
- **DRAINAGE ISSUES** – The drainage along Toll Bridge is contained in open ditches. Drainage improvements will be required with the improvement of Toll Bridge Road. The study area drains partly to Toll Bridge Road and partly to the east toward the Lampasas River.
- **ELECTRICITY/CABLE/GAS (If known)** – AT&T lines are located underground within the Toll Bridge ROW. Electricity is located on the northern side of Area 1. Electrical service will need to extend to the south with development.
- **WATER (CCN)/AVAILABILITY** – This area is in Belton's Water CCN, but no city water is currently available in this area. The nearest water line is located on the east side of IH 35 service road and is available for extension to these properties.
- **SEWER (CCN)/AVAILABILITY** – This area is in Belton's Sewer CCN, but no sewer service is currently available in this area. The City has designed a sewer line that would terminate in a lift station approximately 800 feet north of this area, but the project has not bid yet to determine the schedule of construction. The property frontage along Toll Bridge Road will be serviceable by a future gravity sewer line that drains into this proposed future lift station, but the topography of a portion of the eastern area may present challenges for sewer service by this gravity line.
- **SOLID WASTE/BRUSH SERVICES** – This area has a few homes on it now, and it will require additional brush collection from Public Works. No issues with extension in services.

**NUMBER OF HOUSES** – 2 single family homes; 0 mobile/modular units; 0 multi-family buildings (0 units each estimated); **TOTAL DWELLING UNITS:** 2

**ESTIMATED POPULATION** – 5

### **AREA BUSINESSES:**

- **NUMBER** – 0
- **BUSINESS NAMES/TYPES** – N/A

**APPROXIMATE DISTANCE FROM CITY SERVICES:**

- FIRE/EMS – 5.3 Miles from closest Fire Station; Response Time: 7.3 mins. Currently served by Salado Volunteer Fire Department for fire and Belton for EMS.
- POLICE/ANIMAL CONTROL/CODE ENFORCEMENT – 4.7 Miles to farthest point accessible by public roadway from Police Station; Police and Animal Control currently served by Bell County Sherriff. Code Enforcement Currently served by none. Bell County does not perform Code Enforcement Services, but no known issues here. No issues with extension of services to this area.

**THOROUGHFARE PLAN ISSUES:**

This area includes a future minor collector, an east-west roadway to connect Interstate 35 and Elm Grove Road on the Thoroughfare Plan, if needed for development. The proposed minor collector street requires 60 feet of ROW.

**CIP ISSUES:**

- Determination of extent of Wastewater Extension.
- Determination of extent of Water Extension.

**OTHER SIGNIFICANT ISSUES:**

- N/A

# Staff Report – City Council Agenda Item



## Agenda Item #7A

Consider approval and recordation of non-annexation Development Agreements in 2017 Annexation Study Area 2, including:

	PROPERTY OWNER(S)	PROPERTY ID
1	ALVARADO, JULIAN ETUX VALERIE	2249
2	ANDERSON, MICHAEL ALBERT & SUSAN LYNN ELROD	186773
3	ANDERSON, MICHAEL ALBERT ETUX	186681
4	ANDERSON, MICHAEL ALBERT ETUX SUSAN LYNN ELROD	2826
5	BROOKS, JAMES F ETUX DOTTIE L	22080
6	BROOKS, JAMES F ETUX DOTTIE L	22081
7	BURR, JAMES A JR ETUX ROBIE L	198363
8	FROSCH, BRIAN J & KATIE E	56787
9	GAGE, JIMMY DON	38799
10	GAGE, JIMMY DON	38800
11	GOLDEN, GILBERT FRANK ETUX	41513
12	GRILLO, VINCENT & NELDA GRILLO	94294
13	HARMON, RAYFORD C ETUX CARLA J	101742
14	HOOVER, HARLEY BENNETT	51675
15	HOOVER, HARLEY BENNETT	51676
16	LEWIS, HOLLIS C JR &	64701
17	LEWIS, HOLLIS C JR ETUX	64702
18	LONG, BILLY J	65816
19	LONG, BILLY J	412155
20	MCKEE, RANDALL D & TAMARA G	99803
21	MEIER, LORE	170519
22	ROSE, LEON E	101016
23	SCHUMAN, DAVID M JR ETUX ALISON	132158
24	SMITH, CARWYN LYNN	24804
25	SMITH, CARWYN LYNN	24806
26	TAYLOR, M E	114706
27	TAYLOR, M E	114707
28	VERRANDO, SALLY	6761
29	ZUEHLKE, JAMES R & THERESA LONG	49063

## **Originating Department**

Administration – Sam A. Listi, City Manager

## **Summary Information**

Property owners representing 29 parcels within Area 2 signed Non-Annexation Development Agreements for a 10-year period, and they are recommended for approval and recordation. The Agreements represent, in many cases, developable tracts located just south of Loop 121 and the BISD school site, just west of IH-35, and east of the Three Creeks residential development, which are areas of anticipated development. Signed Development Agreements include properties along Shanklin Road (N/S), Shanklin Road (E/W), and along Shanklin Lane (N/S). One owner, Roy Meade, with property along Shanklin Lane, declined to sign the Agreement, and owners of 18 parcels in Area 2 did not sign. Again, signed Development Agreements provide the bridge to timely annexation and development, will trigger a consideration for voluntary annexation when development is desired and, until that time, the City will have no obligation for Municipal Services here on these properties. The Development Agreements should be approved and recorded in the Bell County Courthouse since they are:

- Legally required
- Facilitate long range planning
- Protect current and future development
- Avoid establishment of incompatible land uses
- Avoid premature annexation and need to extend city services

## **Fiscal Impact**

N/A

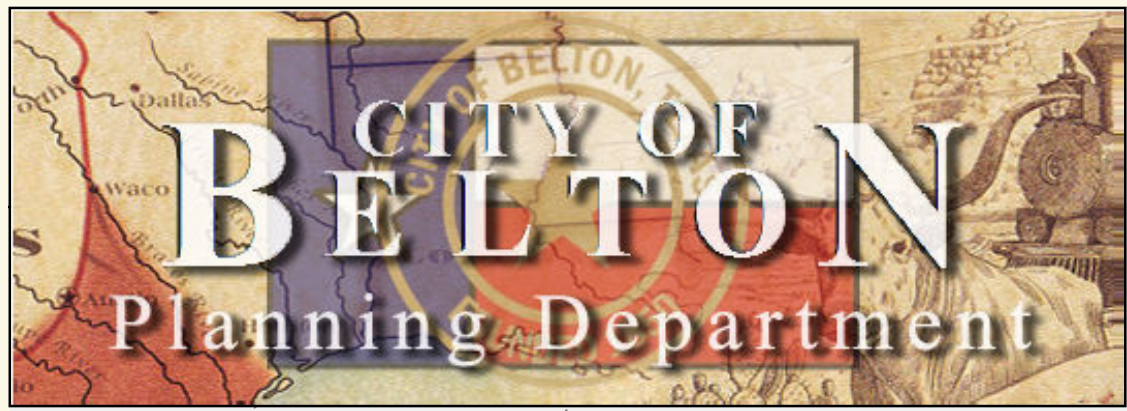
## **Recommendation**

Recommend approval of executed Development Agreements and recordation in the Bell County Courthouse.

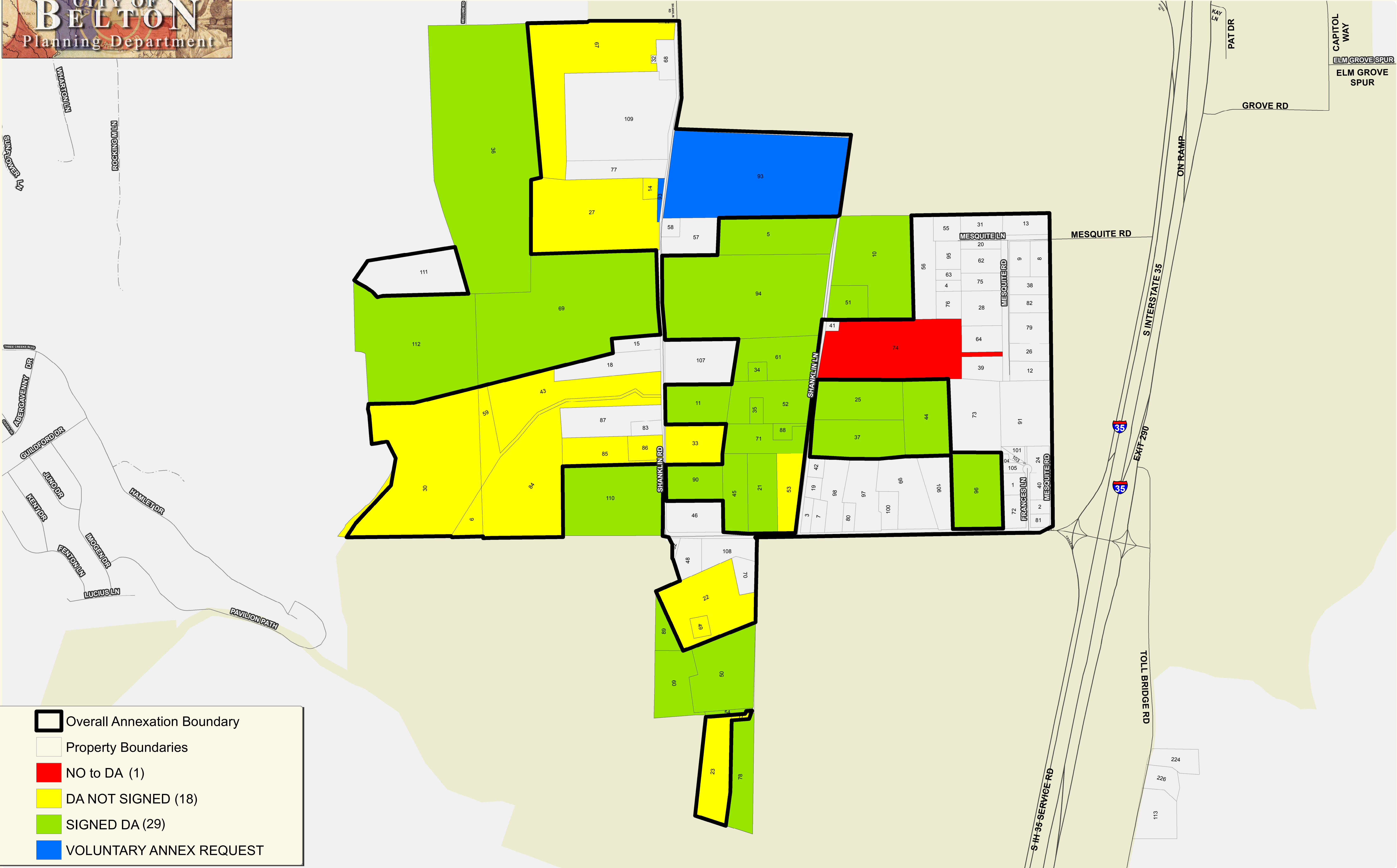
## **Attachments**

Map of Signed/Unsigned Development Agreements for Area 2





# Overall Annexation Area 2 - 472.42 Acres



Overall Annexation Boundary

Property Boundaries

NO to DA (1)

DA NOT SIGNED (18)

SIGNED DA (29)

VOLUNTARY ANNEX REQUEST

# Staff Report – City Council Agenda Item



## **Agenda Item #7B**

Consider the following alternative annexation ordinances on Area 2:

- (1) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 2, approximately 472.42 acres located generally west of IH-35, east of Rocking M Lane, south of Auction Barn Road, and north of the Lampasas River; or
- (2) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 2, approximately 284.46 acres located generally along N/S Shanklin Road South of Loop 121, extending generally south to the intersection of E/W Shanklin Road and along and north of E/W Mesquite Lane, extending approximately 1,530 feet west of the Belton city limits.

## **Originating Department**

Administration – Sam A. Listi, City Manager

## **Summary Information**

Study Area 2 is important to Belton's future planning and development for a number of reasons. Belton city limits currently surrounds the Study Area on three sides, making annexation a reasonable consideration at this time. In addition, Loop 121 is located to the north, and IH-35 to the east, with a new interchange at Shanklin Road. A critically important consideration is the BISD site – for a future campus to house a high school, middle school, and elementary school – located at Loop 121 and Shanklin Road. The Bell County Expo Center expansion is underway nearby, and the Three Creeks Subdivision will add 1,500 homes over the next ten years. Preserving and planning for infrastructure – roads, water, sewer and drainage – will be vital to this southwest quadrant of the City. The entire Area 2 falls within Belton's CCN for water and sewer, facilitating our planning for the future. The 2015 Thoroughfare Plan projects Shanklin Road (N/S) to Loop 121, and Mesquite Road/Lane (E/W), between IH-35 and Shanklin (W/S). Annexation is an appropriate consideration to evaluate and preserve important street corridors – such as Shanklin and Mesquite – and to ensure the application of land use standards beyond just subdivision platting – as we plan for the development of this area. Due to the importance of Area 2 to Belton's future, the balance of properties not subject to a Development Agreement, addressed in Item 7A, may be considered for annexation.

Ordinance 7B(1) includes all properties in the Study Area that may be considered for annexation, and totals 472.42 acres. Yet, the executed Development Agreement suggests a more limited recommended boundary that would effectively address the City's objectives of planning for the future. Ordinance 7B(2) includes a total 284.46 acres, and provides for annexation of a Shanklin Road (N/S) corridor of properties to provide an important minor collector street, between the BISD School site and Shanklin Road (E/W), and Mesquite Road/Lane (E/W), extended west of the current city limits. A 10.23 acre tract, along and north of Mesquite Road/Lane, is proposed to preserve that important corridor of properties to provide for extension of a minor collector street, ultimately projected to extend westward to Shanklin Road (N/S).

Key reasons to consider Annexation at this reduced portion of Area 2 include:

- The BISD site, located at the north end of the proposal, is a voluntary annexation petition
- Proposal represents a focus on the most critical corridors of Shanklin (N/S) and Mesquite (E/W), located just south of Loop 121
- Extension of City services to area is realistic
- City water and sewer CCN is in place
- Development Agreements on large nearby tracts will facilitate future planning as development occurs, and substantially eliminates the need to include Shanklin Lane, and Lampasas Lane, and adjoining properties in annexation recommendation at this time.

### **Fiscal Impact**

Fiscal impact will depend on final annexation boundary determined by the Council.

### **Conclusion**

The Council may consider annexation of all or any portion of the 472.42 acre tract in Item 7B(1).

Ordinance 7B(1) would annex 472.42 acres and is not recommended.  
Ordinance 7B(2) would annex 284.46 acres and is recommended.

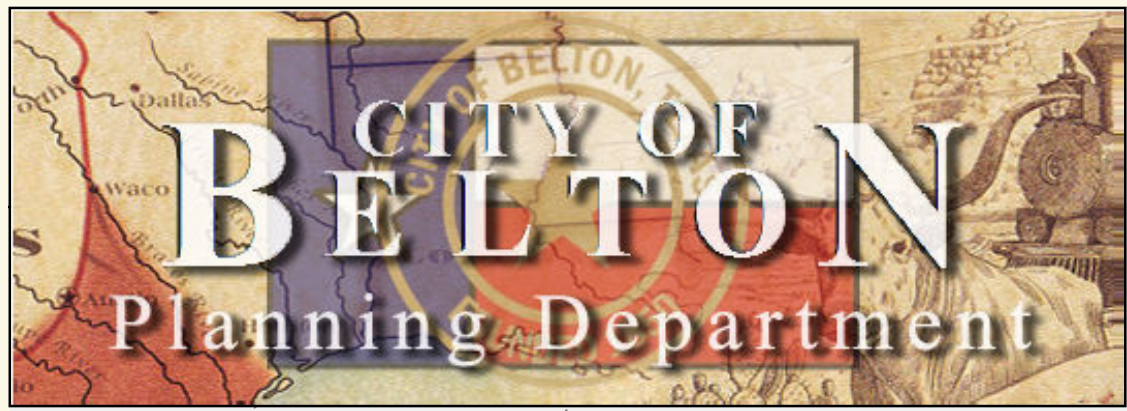
### **Recommendation**

Recommend adoption of Ordinance 7B(2) annexing 284.46 acres.

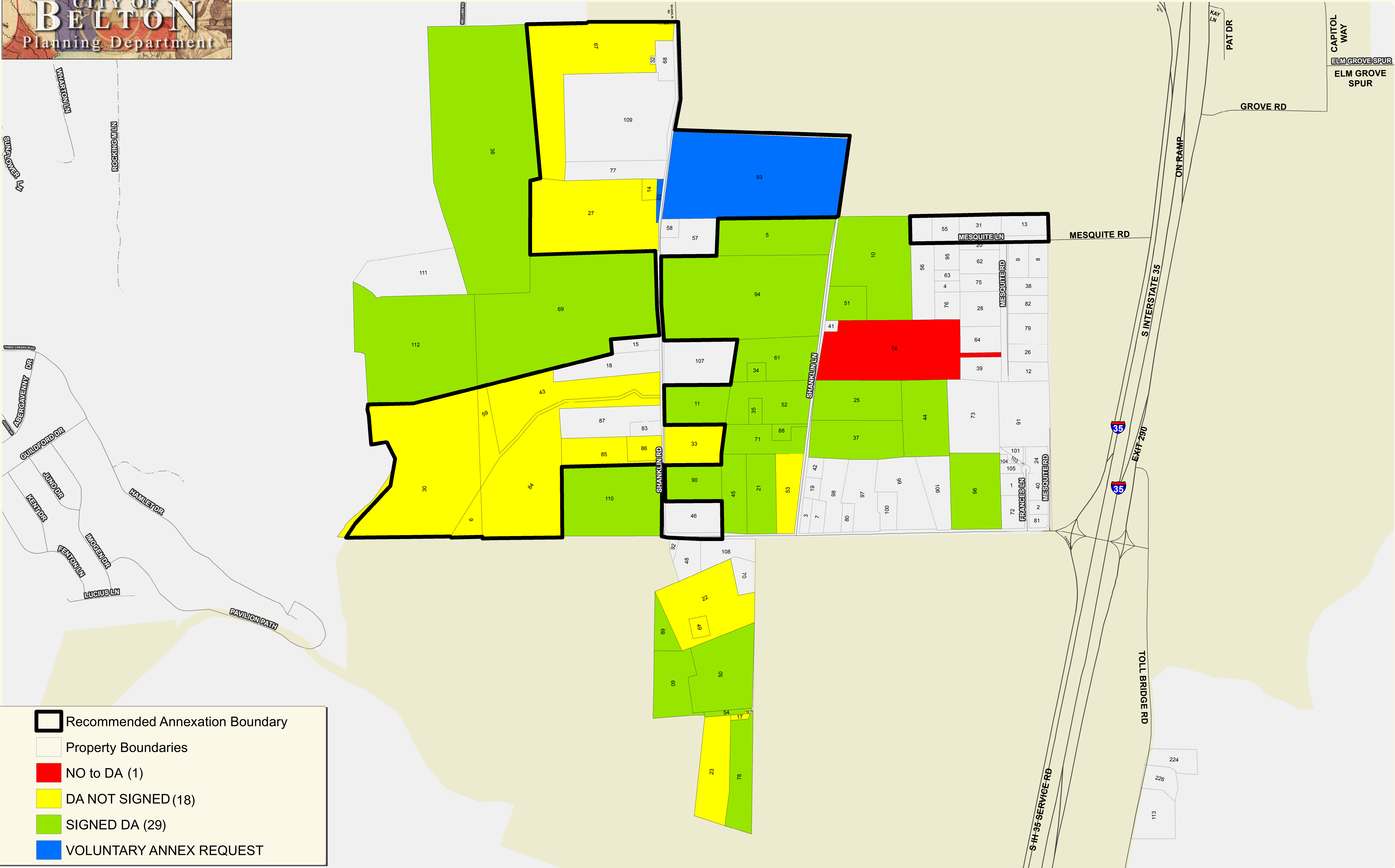
### **Attachments**

Recommended Annexation Area 2  
Annexation Ordinance 7B(1), including Service Plan and Survey  
Annexation Ordinance 7B(2), including Service Plan, Survey and Field Notes  
Area 2 Land Use Study





# Recommended Annexation Area 2 - 284.46 Acres





## ORDINANCE NO. 2017-33

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 472.42 ACRES LOCATED GENERALLY WEST OF IH-35, EAST OF ROCKING M LANE, SOUTH OF AUCTION BARN ROAD, AND NORTH OF THE LAMPASAS RIVER; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

---

**WHEREAS**, the City of Belton (the "City") is a Texas home-rule municipal corporation;

**WHEREAS**, thirty (30) days or more prior to the date of the first public hearing required pursuant to §43.063, Tex. Loc. Gov't. Code, the City gave written notice of its intent to annex the property, as more particularly described hereinafter in this ordinance, to each property owner, according to the official records of Bell County, within the area proposed to be annexed, each public entity and private entity that provides services in the area, and each railroad company with right-of-way in the area;

**WHEREAS**, the property to be annexed contains fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract;

**WHEREAS**, the property to be annexed is contiguous with, adjacent to, and within one mile of the corporate limits of the City, and is not within the boundaries of any other city;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the Tex. Loc. Gov't Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City's exclusive jurisdiction is hereby extended to include all of the annexed area within the City limits and property within one mile of the annexed area within the City's extra-territorial jurisdiction; and

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Municipal Service Plan attached hereto as Exhibit "A," and to add the area immediately to its Capital Improvement Planning process.

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

**Section 1. Findings of Fact.** All of the above premises, findings and recitals of fact are found to be true and correct and are incorporated into the body of this ordinance as findings of fact, as if copied herein in their entirety. Further statements of facts hereinafter made in the ordinance are incorporated as findings of fact by the City Council.

- A. That Belton's City Manager has reviewed the proposed annexation and has determined that municipal services identified in the Service Plan are available for the area proposed for incorporation.
- B. That the City Manager has found the municipal services proposed will provide a comparable level of municipal services for properties with similar topography, land use, and population density to properties currently located within the Belton city limits.
- C. That the property shall be immediately added to the City's Capital Improvement Planning process.
- D. That the property is hereby temporarily zoned in accordance with the Agricultural zoning district.

**Section 2.** That under the authority and provisions of Article II, Section 5 of the Home Rule Charter of the City of Belton, Texas, and certain laws of the State of Texas, including, but not limited to, Chapter 43 of the Local Government Code, the boundaries and limits of the City of Belton, Texas, are hereby extended so as to annex and include within the corporate limits of the City of Belton, Texas, **472.42 ACRES LOCATED GENERALLY WEST OF IH-35, EAST OF ROCKING M LANE, SOUTH OF AUCTION BARN ROAD, AND NORTH OF THE LAMPASAS RIVER**, as shown on the map attached as Exhibit "B."

**Section 3.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the Annexed Property as part of the City of Belton.

**Section 4.** Upon first reading of this ordinance, the above described annexed area shall be a part of the City of Belton, Texas, and the jurisdiction of the City shall extend the extraterritorial jurisdiction of the City to create exclusive jurisdiction in all areas within one mile of the annexed area not within the legal jurisdiction of an existing City on the date of the first reading of this ordinance. The residents and property owners within the annexed area shall be entitled to all of the rights and privileges lawfully pertaining thereto as shown in the attached Service Plan, and shall be bound by the acts, ordinances, regulations and resolutions of said City.

**Section 5.** After publishing notices of public hearings in the Belton Journal and the Temple Daily Telegram on October 12, 2017 and October 19, 2017, and holding public hearings on October 24, 2017, and October 31, 2017, this ordinance is:

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas on the 21<sup>st</sup> day of November, 2017.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas, on the 28<sup>th</sup> day of November, 2017.

---

Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk

## EXHIBIT “A”

### AREA 2 CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of 472.42 acres located generally west of IH-35, east of Rocking M Lane, south of Auction Barn Road, and north of the Lampasas River.

**Municipal Services to be Provided:** The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review



for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies.
- (4) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners' association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within Certificate of Convenience and Necessity of the City of Belton. Water service will be subject to regulation by the City of Belton as it relates to development standards and design requirements, including the City's subdivision regulations, in effect at the time of installation. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Wastewater Service/Collection. Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners' association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and

protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.

2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2020. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

3. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

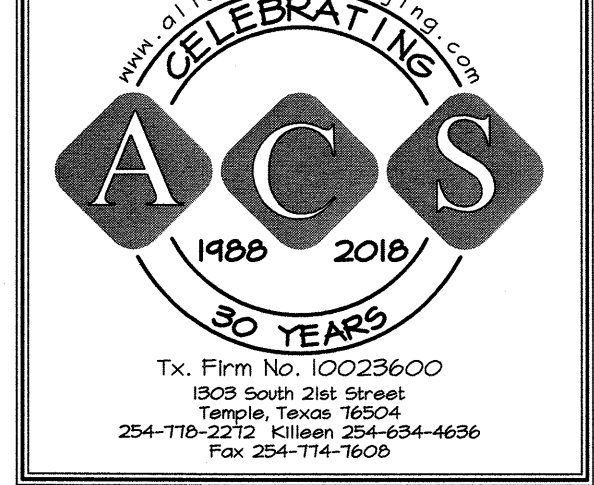
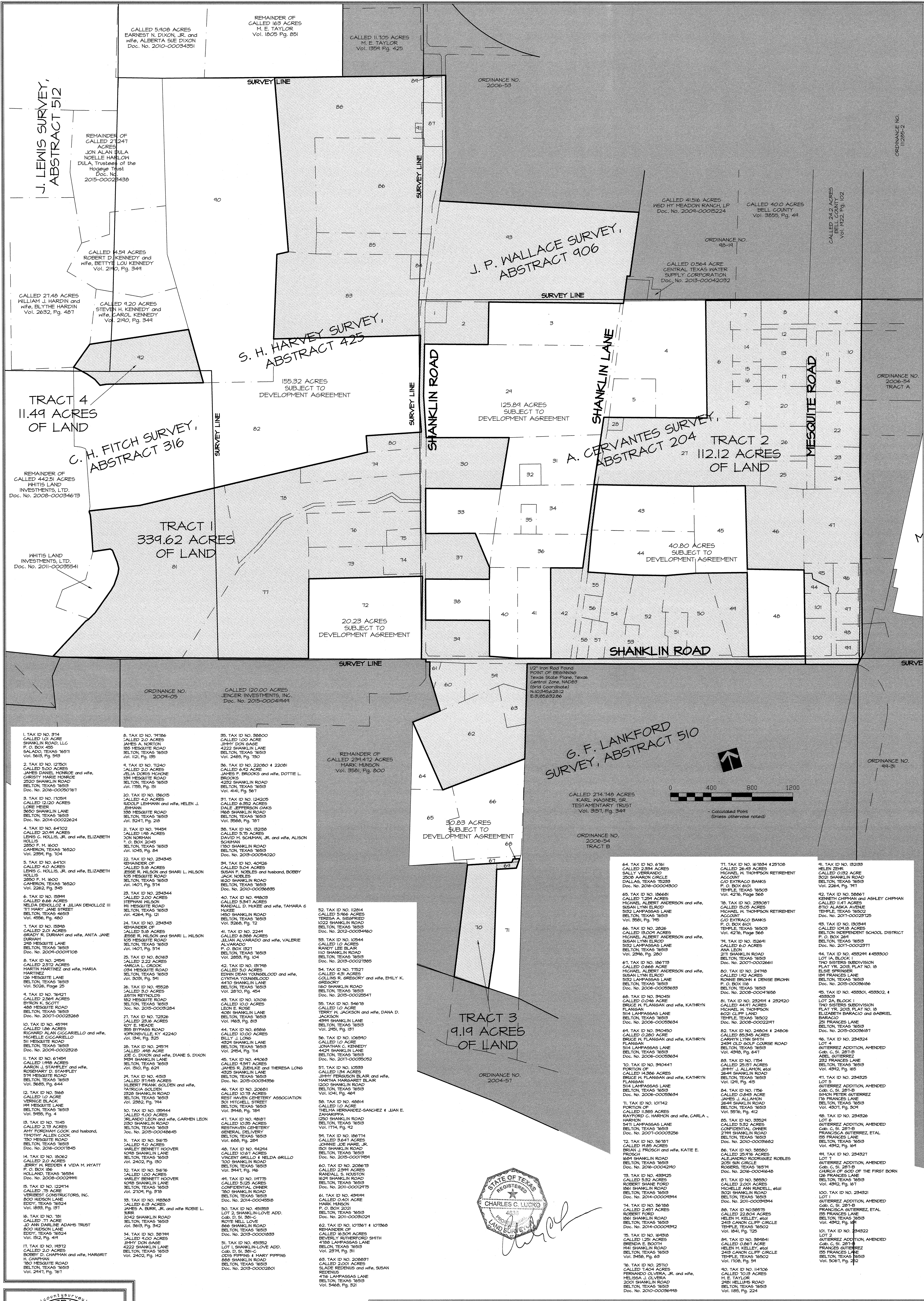
Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).





NOTE - SHADED AREAS DEVOTES PROPERTY THAT IS CURRENTLY INSIDE THE CITY LIMITS OF THE CITY OF BELTON, TEXAS.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

The information contained hereon was provided by the Tax Appraisal District of Bell County, Texas.

**ANNEXATION STUDY 2017**  
**ANNEXATION AREA 2 - 472.42 ACRES**  
**S. H. HARVEY SURVEY, ABSTRACT 425, C. H. FITCH SURVEY, ABSTRACT 316, J. P. WALLACE SURVEY, ABSTRACT 906, A. CERVANTES SURVEY, ABSTRACT 204, and the G. F. LANKFORD SURVEY, ABSTRACT 510**  
**FOR THE CITY OF BELTON, TEXAS.**

Plot Date: 11-16-2017  
Scale: 1" = 400'  
Job No.: 170847  
Dwg No.: 170847-AREA 2  
DA EXHIBIT  
Drawn by: SLN  
Surveyor: CCL #4636  
Copyright 2017 All County Surveying, Inc.



## ORDINANCE NO. 2017-33

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 284.46 ACRES LOCATED GENERALLY ALONG N/S SHANKLIN ROAD SOUTH OF LOOP 121, EXTENDING GENERALLY SOUTH TO THE INTERSECTION OF E/W SHANKLIN ROAD AND ALONG AND NORTH OF E/W MESQUITE LANE EXTENDING 1,530 FEET WEST OF THE BELTON CITY LIMITS; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

---

**WHEREAS**, the City of Belton (the "City") is a Texas home-rule municipal corporation;

**WHEREAS**, thirty (30) days or more prior to the date of the first public hearing required pursuant to §43.063, Tex. Loc. Gov't. Code, the City gave written notice of its intent to annex the property, as more particularly described hereinafter in this ordinance, to each property owner, according to the official records of Bell County, within the area proposed to be annexed, each public entity and private entity that provides services in the area, and each railroad company with right-of-way in the area;

**WHEREAS**, the property to be annexed contains fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract;

**WHEREAS**, the property to be annexed is contiguous with, adjacent to, and within one mile of the corporate limits of the City, and is not within the boundaries of any other city;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the Tex. Loc. Gov't Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City's exclusive jurisdiction is hereby extended to include all of the annexed area within the City limits and property within one mile of the annexed area within the City's extra-territorial jurisdiction; and

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Municipal Service Plan attached hereto as Exhibit "A," and to add the area immediately to its Capital Improvement Planning process.

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

**Section 1. Findings of Fact.** All of the above premises, findings and recitals of fact are found to be true and correct and are incorporated into the body of this ordinance as findings of fact, as if copied herein in their entirety. Further statements of facts hereinafter made in the

ordinance are incorporated as findings of fact by the City Council.

- A. That Belton's City Manager has reviewed the proposed annexation and has determined that municipal services identified in the Service Plan are available for the area proposed for incorporation.
- B. That the City Manager has found the municipal services proposed will provide a comparable level of municipal services for properties with similar topography, land use, and population density to properties currently located within the Belton city limits.
- C. That the property shall be immediately added to the City's Capital Improvement Planning process.
- D. That the property is hereby temporarily zoned in accordance with the Agricultural zoning district.

**Section 2.** That under the authority and provisions of Article II, Section 5 of the Home Rule Charter of the City of Belton, Texas, and certain laws of the State of Texas, including, but not limited to, Chapter 43 of the Local Government Code, the boundaries and limits of the City of Belton, Texas, are hereby extended so as to annex and include within the corporate limits of the City of Belton, Texas, **284.46 ACRES LOCATED GENERALLY ALONG N/S SHANKLIN ROAD SOUTH OF LOOP 121, EXTENDING GENERALLY SOUTH TO THE INTERSECTION OF E/W SHANKLIN ROAD AND ALONG AND NORTH OF E/W MESQUITE LANE EXTENDING 1,530 FEET WEST OF THE BELTON CITY LIMITS**, as shown on the map attached as Exhibit "B," and more particularly described by metes and bounds attached as Exhibit "C-1" and Exhibit "C-2."

**Section 3.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the Annexed Property as part of the City of Belton.

**Section 4.** Upon first reading of this ordinance, the above described annexed area shall be a part of the City of Belton, Texas, and the jurisdiction of the City shall extend the extraterritorial jurisdiction of the City to create exclusive jurisdiction in all areas within one mile of the annexed area not within the legal jurisdiction of an existing City on the date of the first reading of this ordinance. The residents and property owners within the annexed area shall be entitled to all of the rights and privileges lawfully pertaining thereto as shown in the attached Service Plan, and shall be bound by the acts, ordinances, regulations and resolutions of said City.

**Section 5.** After publishing notices of public hearings in the Belton Journal and the Temple Daily Telegram on October 12, 2017 and October 19, 2017, and holding public hearings on October 24, 2017, and October 31, 2017, this ordinance is:

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas on the 21<sup>st</sup> day of November, 2017.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas, on the 28<sup>th</sup> day of November, 2017.

---

Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk

## EXHIBIT "A"

### AREA 2 CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of 284.46 acres located generally along N/S Shanklin Road south of Loop 121, extending generally south to the intersection of E/W Shanklin Road and along and north of E/W Mesquite Lane extending 1,530 feet west of the Belton City limits.

**Municipal Services to be Provided:** The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project



developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies.
- (4) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners' association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same

manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within Certificate of Convenience and Necessity of the City of Belton. Water service will be subject to regulation by the City of Belton as it relates to development standards and design requirements, including the City's subdivision regulations, in effect at the time of installation. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Wastewater Service/Collection. Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners' association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate

facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.

2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2020. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

3. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

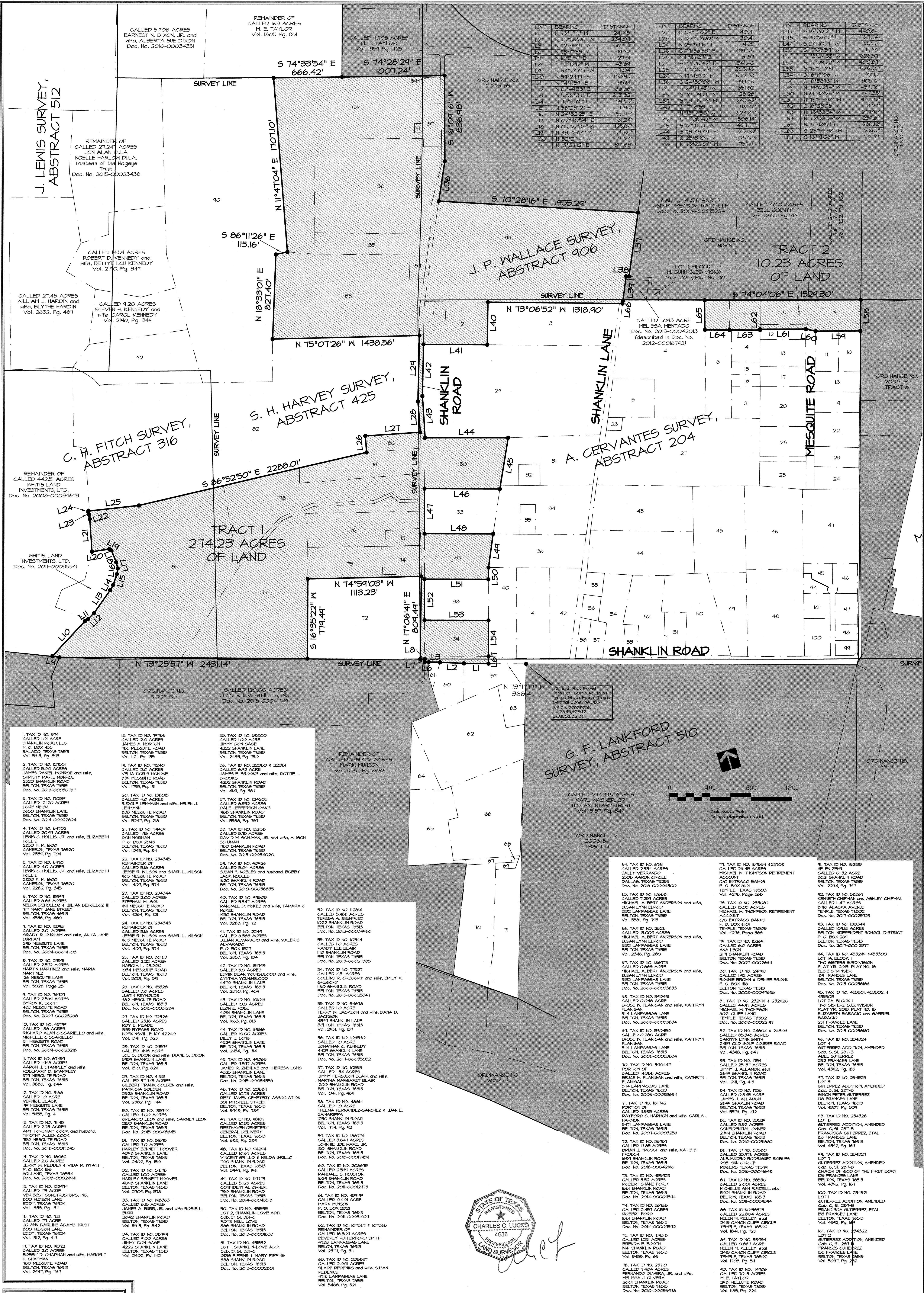
Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).



EXHIBIT "B"



ANNEXATION STUDY 2017

ANNEXATION AREA 2 - 284.46 ACRES OF LAND

S. H. HARVEY SURVEY, ABSTRACT 425, C. H. FITCH SURVEY, ABSTRACT 316, J. P. WALLACE SURVEY, ABSTRACT 906, A. CERVANTES SURVEY, ABSTRACT 204, and the G. F. LANKFORD SURVEY, ABSTRACT 510, FOR THE CITY OF BELTON, TEXAS.

Plot Date: 11-17-2017

Scale: 1" = 400'

Job No.: 170847

Dwg No.: 170847-AREA 2 RECOMMENDED

Drawn by: SLH

Surveyor: CCL #4636

Copyright 2017 All County Surveying, Inc.

NOTE - SHADED AREAS DENOTES PROPERTY THAT IS CURRENTLY INSIDE THE CITY LIMITS OF THE CITY OF BELTON, TEXAS.

This document was prepared under 22 TAC 66.32, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

The information contained hereon was provided by the Tax Appraisal District of Bell County, Texas.

This sketch is to accompany a description of the herein shown 274.23 acre and 10.23 acre tracts.

CELEBRATING 100 YEARS 1918-2018

Tx. Firm No. 10023600

1003 South 2nd Street

Temple, Texas 76704

254-710-2772, Kellan 254-634-4656

Fax 254-714-1608



EXHIBIT "C-1"  
**ANNEXATION STUDY 2017**  
*ANNEXATION AREA 2 REVISED – TRACT 1 – 274.23 ACRES*  
*CITY OF BELTON, TEXAS*

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**FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.**

November 17, 2017

Surveyor's Field Notes for:

**274.23 ACRES**, situated in the **S. H. HARVEY SURVEY, ABSTRACT 425, C. H. FITCH SURVEY, ABSTRACT 316, J. P. WALLACE SURVEY, ABSTRACT 906, A. CERVANTES SURVEY, ABSTRACT 204**, and the **G. F. LANKFORD SURVEY, ABSTRACT 510**, Bell County, Texas, and embracing all or a portion of the following described tracts:

1. a called 1.01 Acre tract conveyed to Shanklin Road, LLC in Volume 5613, Page 593, Official Public Records of Real Property, Bell County, Texas,
2. a called 5.00 Acre tract conveyed to James Daniel Monroe and wife, Christy Marie Monroe in Document No. 2016-00050767, Official Public Records of Real Property, Bell County, Texas,
3. a called 9.00 Acre tract conveyed to Orlando Leon and wife, Carmen Leon in Document No. 2015-00048645, Official Public Records of Real Property, Bell County, Texas,
4. a called 6.352 Acre tract conveyed to Dale Jefferson Oaks in Volume 3588, Page 787, Official Public Records of Real Property, Bell County, Texas,
5. a called 5.04 Acre tract conveyed to Susan F. Nobles and husband, Bobby Jack Nobles in Document No. 2010-00036835, Official Public Records of Real Property, Bell County, Texas,
6. a called 5.32 Acre tract conveyed to Robert Shane Ford in Document No. 2014-00009394, Official Public Records of Real Property, Bell County, Texas,
7. a called 2.457 Acre tract conveyed to Robert Ford in Document No. 2014-00009392, Official Public Records of Real Property, Bell County, Texas,
8. a called 1.251 Acre tract conveyed to Brenda E. Booth in Volume 3458, page 63, Official Public Records of Real Property, Bell County, Texas,
9. a called 7.404 Acre tract conveyed to Fernando Olvera, Jr. and wife, Melissa J. Olvera in Document No. 2010-00036998, Official Public Records of Real Property, Bell County, Texas,
10. a called 26.43 Acre tract conveyed to the Michael W. Thompson Retirement Account in Volume 4276, Page 568, Official Public Records of Real Property, Bell County, Texas,
11. a called 15.05 Acre tract conveyed to said Michael W. Thomson Retirement Account in Volume 4276, Page 568, Official Public Records of Real Property, Bell County, Texas,
12. a called 6.0 Acre tract conveyed to Ana Leon in Document No. 2007-00026611, Official Public Records of Real Property, Bell County, Texas,
13. a called 1.92 Acre tract conveyed to Ronnie Brown and Denise Brown in Document No. 2008-00047658, Official Public Records of Real Property, Bell County, Texas,
14. a called 44.97 Acre tract conveyed to Michael W. Thompson in Document No. 2008-00022197, Official Public Records of Real Property, Bell County, Texas,
15. a called 25.157 Acre tract conveyed to Jimmy J. Allamon, etal, in Volume 1291, Page 415, Deed Records of Bell County, Texas,
16. a called 0.843 Acre tract conveyed to James J. Allamon in Volume 5576, Page 412, Official Public Records of Real Property, Bell County, Texas,
17. a called 5.32 Acre tract shown under Tax Appraisal District ID No. 33529, and conveyed in Document No. 2010-00031682, Official Public Records of Real Property, Bell County, Texas,



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18. a called 25.976 Acre tract conveyed to Alejandro Rodriguez Robles in Document No. 2016-00041648, Official Public Records of Real Property, Bell County, Texas,
19. a called 2.001 Acre tract conveyed to Michelle Ann Rundell, etal, in Document No. 2011-00039394, Official Public Records of Real Property, Bell County, Texas,
20. a called 22.804 Acre tract conveyed to Helen M. Kelley, etal, in Volume 1841, Page 725, Deed Records of Bell County, Texas,
21. a called 0.867 Acre tract conveyed to Helen M. Kelley, etal, in Volume 1708, Page 59, Deed Records of Bell County, Texas,
22. A called 0.132 Acre tract conveyed to Helen Zehr in Volume 2264, Page 797, Deed Records of Bell County, Texas,
23. a called 109.18 Acre tract conveyed to the Belton Independent School District in Document No. 2017-00012377, Official Public Records of Real Property, Bell County, Texas,

COMMENCING at a ½" iron rod found (Texas State Plane, Texas Central Zone NAD83 Grid Coordinate of N: 10,345,628.12, E: 3,185,632.86) at the northwest corner of a called 274.748 Acre tract conveyed to the Karl Wagner, Sr. Testamentary Trust in Volume 3157, Page 349, Official Public Records of Real Property, Bell County, Texas, same being the northeast corner of a called 3.647 Acre tract conveyed to Johnnie Joe Ware, Jr. in Document No. 2015-00017959, Official Public Records of Real Property, Bell County, Texas, and being the northwest corner of a tract annexed into the City of Belton by Ordinance No. 2006-54, being on the south line of Shanklin Road;

THENCE, in a westerly direction, with the north line of said Shanklin Road, N 73° 17' 17" W – 368.47', to a calculated point, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, in said westerly direction, with the north line of said Ware tract and the south line of said Shanklin Road, **N 73° 17' 17" W – 241.45'**, to a calculated point at the northeast corner of a called 2.599 Acre tract conveyed to Randall S. Houston in Document No. 2011-00012975, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, continuing in said westerly direction, with the north line of said 2.599 Acre Houston tract, **N 70° 56' 06" W – 234.09'**, to a calculated point at the northeast corner of a called 0.401 Acre tract conveyed to Mark Munson in Document No. 2011-00031029, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, continuing in said westerly direction, with the north line of said Munson tract, same being the south line of said Shanklin Road, **N 72° 31' 45" W – 110.08'**, to a calculated point at the northeast corner of the remainder of a called 239.472 Acre tract conveyed to said Mark Munson in Volume 3581, Page 800, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, in a westerly and northerly direction, with the southern line of said Shanklin Road, **N 73° 17' 38" W – 39.92'**, a calculated point, and **N 16° 51' 19" E – 27.51'**, to a calculated point, being the northeast corner of a called 120.00 Acre tract conveyed to Jencer Investments, Inc. in Document No. 2015-00041949, Official Public Records of Real Property, Bell County, Texas, also being the northeast corner of said Ordinance No. 2009-05 tract, for an interior corner of the herein described tract;

**THENCE**, in a westerly direction, with the north line of said Jencer Investments tract, **N 73° 12' 12" W – 43.69'**, to a calculated point at the southeast corner of a called 19.85



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Acre tract conveyed to Brian J. Frosch and wife, Katie E. Frosch in Document No. 2016-00042190, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, in a northerly direction, with the east line of said 19.85 Acre tract, same being the west line of Shanklin Road, **N 17° 06' 41" E – 809.49'**, to a calculated point at the southeast corner of said 5.32 Acre Ford tract, for an interior corner of the herein described tract;

**THENCE**, in a westerly direction, with the north line of said 19.85 Acre tract, **N 74° 59' 03" W – 1113.23'**, to a calculated point on the eastern line of said 26.43 Acre Thompson Retirement tract, for an interior corner of the herein described tract;

**THENCE**, in a southerly direction, with the west line of said 19.85 Acre tract, **S 16° 35' 22" W – 779.49'**, to a calculated point on the north line of said 120.00 Acre Jencer Investments tract;

**THENCE**, in a westerly direction, with the north line of said Jencer Investments tract, **N 73° 25' 57" W – 2431.14'**, a calculated point at the northwest corner of said 120 Acre tract, and continuing with the boundary of the remainder of a called 442.51 Acre tract conveyed to Whitis Land Investments, Ltd. in Document No. 2008-00034673, Official Public Records of Real Property, Bell County, Texas, **N 64° 24' 07" W – 71.04'**, to a calculated point at the southwest corner of said 44.97 Acre Thompson tract, for the westernmost southwest corner of the herein described tract;

**THENCE**, in a northerly direction, with the east line of said Whitis remainder tract and the east line of a tract conveyed to said Whitis Land Investments in Document No. 2011-00035541, Official Public Records of Real Property, Bell County, Texas, the following calls:

1. **N 59° 24' 17" E – 468.95'**, a calculated point,
2. **N 74° 11' 59" E – 35.61'**, a calculated point,
3. **N 61° 49' 58" E – 86.66'**, a calculated point,
4. **N 51° 32' 37" E – 273.82'**, a calculated point,
5. **N 45° 31' 01" E – 59.05'**, a calculated point,
6. **N 35° 23' 12" E – 111.93'**, a calculated point,
7. **N 24° 32' 25" E – 55.43'**, a calculated point,
8. **N 02° 40' 54" E – 61.24'**, a calculated point,
9. **N 05° 22' 34" W – 125.69'**, a calculated point,
10. **N 43° 05' 14" W – 25.67'**, a calculated point,
11. **N 82° 21' 14" W – 171.24'**, a calculated point,
12. **N 12° 27' 12" E – 319.83'**, a calculated point,
13. **N 09° 13' 02" E – 40.41'**, a calculated point,
14. **N 03° 03' 00" W – 30.41'**, a calculated point at the northwest corner of said 44.97 Acre tract, and
15. **N 23° 54' 13" E – 9.25'**, to a calculated point, at the southwest corner of a called 85.345 Acre tract conveyed to Carwyn Lynn Smith in Volume 4398, Page 647, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, in an easterly direction, with the south line of said 85.345 Acre tract, the following calls:

1. **S 79° 56' 33" E – 499.08'**, a calculated point,
2. **S 86° 52' 50" E – 2288.01'**, a calculated point,
3. **N 11° 57' 27" E – 161.57'**, a calculated point, and
4. **S 77° 26' 42" E – 541.40'**, to a calculated point at the southeast corner of said 85.345 Acre tract, being on the west line of said Shanklin Road, for an interior corner of the herein described tract;



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**THENCE**, in a northerly direction, with the west line of said Shanklin Road, **N 12° 00' 03" E – 303.70'**, a calculated point and **N 17° 43' 10" E – 642.33'**, to a calculated point at the southeast corner of said 25.157 Acre Allamon tract, same being the northeast corner of said 85.345 Acre tract, for an interior corner of the herein described tract;

**THENCE**, in a westerly direction, with the north line of said 85.345 Acre tract, **N 75° 07' 26" W – 1438.56'**, to a calculated point on the east line of a called 70.13 Acre tract conveyed to M. E. Taylor in Volume 1185, Page 224, Deed Records of Bell County, Texas;

**THENCE**, in a northerly direction, with the east line of said 70.13 Acre tract, **N 18° 33' 01" E – 827.40'**, a calculated point, **S 86° 11' 26" E – 115.16'**, a calculated point at the southwest corner of said 22.804 Acre Kelley tract, and **N 11° 47' 04" E – 1707.10'**, to a calculated point on the south line of the remainder of a called 163 Acre tract conveyed to M. E. Taylor in Volume 1805, Page 851, Deed Records of Bell County, Texas, for the northwest corner of the herein described tract;

**THENCE**, in an easterly direction, with the south line of said 163 Acre tract, **S 74° 33' 54" E – 666.42'**, to a calculated point at the southeast corner of said remainder of 163 Acre tract, same being the southwest corner of a called 11.705 Acre tract conveyed to M. E. Taylor in Volume 1359, Page 425, Deed Records of Bell County, Texas, same being the westernmost southwest corner of a tract annexed into the City of Belton per Ordinance No. 2006-53;

**THENCE**, continuing in said easterly direction, with the boundary line of said Ordinance No. 2006-53 tract, the south line of said 11.705 Acre tract, severing said 0.867 Acre Kelley tract, and crossing over said Shanklin Road, **S 74° 28' 29" E – 1007.24'**, to a calculated point on the west line of said 109.18 Acre Belton Independent School District tract, for the northernmost northeast corner of the herein described tract;

**THENCE**, in a southerly direction, with the west line of said 109.18 Acre tract, same being the east line of said Shanklin Road, **S 16° 09' 16" W – 836.98'**, a calculated point, and **S 24° 50' 08" W – 394.76'**, to a calculated point for an interior corner of the herein described tract;

**THENCE**, in an easterly direction, severing said 109.18 Acre tract, with the southernmost line of said Ordinance N. 2006-53 tract, **S 70° 28' 16" E – 1955.29'**, to a calculated point on the west line of a called 41.516 Acre tract conveyed to WSD HY Meadow Ranch, LP in Document No. 2009-00015224, Official Public Records of Real Property, Bell County, Texas, same being the west line of a tract annexed into the City of Belton per Ordinance No. 98-19;

**THENCE**, in a southerly direction, with the west line of said 41.516 Acre tract, same being the east line of said 109.18 Acre tract, **S 24° 17' 43" W – 631.82'**, a calculated point, **N 70° 39' 21" W – 28.28'**, a calculated point, and **S 23° 58' 59" W – 245.42'**, to a calculated point at the southwest corner of said Ordinance No. 98-19 tract, same being the northwest corner of a called 20.99 Acre tract conveyed to Lewis C. Hollis, Jr. and wife, Elizabeth Hollis in Volume 2262, Page 345, Deed Records of Bell County, Texas;

**THENCE**, continuing in said southerly direction, with the west line of said Hollis tract, **S 23° 55' 38" W – 23.62'**, to a calculated point at the northeast corner of a called 12.120 Acre tract conveyed to Lore Meier in Document No. 2014-00022624, Official Public Records of Real Property, Bell County, Texas, for an interior corner of the herein described tract;



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**THENCE**, in a westerly direction, with the north line of said 12.120 Acre tract, **N 73° 06' 52" W – 1318.90'**, to a calculated point at the northwest corner of said 12.120 Acre tract, same being the northeast corner of said 5.00 Acre Monroe tract;

**THENCE**, in a southerly direction, with the east line of said Monroe tract, **S 17° 18' 53" W – 416.72'**, to a calculated point on the north line of a called 37.945 Acre tract conveyed to Gilbert Frank Golden and wife, Patricia Golden in Volume 2382, Page 794, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, in a westerly direction, with the north line of said Golden tract, **N 73° 19' 50" W – 624.87'**, to a calculated point on the east line of said Shanklin Road, for an interior corner of the herein described tract;

**THENCE**, in a southerly direction, with the east line of said Shanklin Road, **S 17° 26' 40" W – 506.14'**, a calculated point, and **S 12° 41' 57" W – 407.77'**, to a calculated point at the southwest corner of said 37.945 Acre tract, same being the northwest corner of said 9.00 Acre Leon tract;

**THENCE**, in an easterly direction, with the south line of said 37.945 Acre tract, **S 73° 43' 43" E – 813.40'**, to a calculated point at the northwest corner of a called 9.00 Acre tract conveyed to Harley Bennett Hover in Volume 2402, Page 130, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, in a southerly direction, with the west line of said 9.00 Acre Hoover tract, **S 25° 31' 04" W – 508.03'**, to a calculated point at the northeast corner of a called 6.13 Acre tract conveyed to James A. Burr, Jr. and wife, Robie L. Burr in Volume 3613, Page 342, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, in a westerly direction, with the north line of said 6.13 Acre Burr tract, **N 73° 22' 09" W – 737.41'**, to a calculated point on the east line of said Shanklin Road;

**THENCE**, in a southerly direction, again with the east line of said Shanklin Road, **S 16° 20' 27" W – 440.84'**, to a calculated point at the southwest corner of said 6.13 Acre tract, same being the northwest corner of said 6.352 Acre Oaks tract, for an interior corner of the herein described tract;

**THENCE**, in an easterly direction, with the south line of said 6.13 Acre tract, **S 73° 28' 51" E – 671.74'**, to a calculated point at the northwest corner of a called 6.92 Acre tract conveyed to James F. Brooks and wife, Dottie L. Brooks in Volume 4141, Page 567, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, in a southerly direction, with the west line of said Brooks tract, **S 24° 10' 21" W – 332.12'**, to a calculated point at the northwest corner of a called 5.347 Acre tract conveyed to Randall D. McKee and wife, Tamara G. McKee in Volume 3268, Page 72, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, continuing in said southerly direction, with the west line of said 5.347 Acre McKee tract, **S 17° 03' 59" W – 115.94'**, to a calculated point at the northeast corner of a called 5.75 Acre tract conveyed to David M. Shuman, Jr. and wife, Alison Schuman in Document No. 2013-00054020, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, in a westerly direction, with the north line of said 5.75 Acre Schuman tract, **N 73° 29' 53" W – 626.37'**, to a calculated point on the east line of said Shanklin Road;

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**THENCE**, in a southerly direction, with the east line of said Shanklin Road, **S 16° 09' 22" W – 400.67'**, to a calculated point at the northwest corner of said 5.04 Acre Nobles tract;

**THENCE**, in an easterly direction, with the north line of said 5.04 Acre Nobles tract, **S 73° 27' 04" E – 626.50'**, to a calculated point on the west line of said 5.347 Acre McKee tract;

**THENCE**, in a southerly direction, with the west line of said McKee tract, **S 16° 19' 06" W – 351.15'**, to a calculated point on the north line of said Shanklin Road, at the southwest corner of said McKee tract, for an interior corner of the herein described tract;

**THENCE**, in a southerly direction, crossing over said Shanklin Road, **S 16° 19' 06" W – 70.70'**, to the **POINT OF BEGINNING** and containing 274.23 Acres of Land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

The information contained herein was provided by the Tax Appraisal District of Bell County, Texas.

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

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 274.23 Acre tract.

**ALL COUNTY SURVEYING, INC.**

**1-800-749-PLAT**

**Tx. Firm Lic. No. 10023600**

server/projects/pro170000/170800/170847/170847-AREA 2 REVISED – TRACT 1.doc



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

A handwritten signature in blue ink, appearing to read "Charles C. Lucko", written over the printed name and registration number.



**ANNEXATION STUDY 2017**  
*ANNEXATION AREA 2 – REVISED – 10.23 ACRES*  
*CITY OF BELTON, TEXAS*

**FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.**

November 16, 2017

Surveyor's Field Notes for:

**10.23 ACRES**, situated in the **A. CERVANTES SURVEY, ABSTRACT 204**, Bell County, Texas, and embracing all or a portion of the following described tracts:

1. called 6.66 Acre tract conveyed to Nelda Deholloz and Julian Deholloz III in Volume 4556, Page 480, Official Public Records of Real Property, Bell County, Texas,
2. a called 2.01 Acre tract conveyed to Grady R. Durham and wife, Anita Jane Durham in Document No. 2009-00019708, Official Public Records of Real Property, Bell County, Texas,
3. a called 2.572 Acre tract conveyed to Martin Martinez and wife, Maria Martinez in Volume 5026, Page 25, Official Public Records of Real Property, Bell County, Texas,
4. a called 2.569 Acre tract conveyed to Byron K. Scott in Document No. 2007-00023268, Official Public Records of Real Property, Bell County, Texas, and
5. a portion of Mesquite Road, situated in Bell County, Texas, and being more particularly described as follows:

**BEGINNING** at a calculated point at the northeast corner of said 2.569 Acre Scott tract, being the southeast corner of a called 24.2 Acre tract conveyed to Bell County in Volume 1922, Page 102, Deed Records of Bell County, Texas, for the northeast corner of the herein described tract;

**THENCE**, in a southerly direction, with the east line of said Scott 2.569 Acre tract and crossing over said Mesquite Road, **S 16° 58' 16" W – 305.12'**, to a calculated point at the northeast corner of a called 1.86 Acre tract conveyed to Richard Alan Ciccariello and wife, Michelle Ciccariello in Document No. 2009-00023218, Official Public Records of Real Property, Bell County, Texas, for the southeast corner of the herein described tract;

**THENCE**, in a westerly direction, with the north line of said 1.86 Acre Ciccariello tract and the north line of a called 1.998 Acre tract conveyed to Aaron J. Stampley and wife, Rosemary D. Stampley in Volume 3685, Page 644, Official Public Records of Real Property, Bell County, Texas, **N 74° 02' 14" W – 439.98'**, to a calculated point at the northwest corner of said 1.998 Acre Stampley tract, being on the east line of said Mesquite Road;

**THENCE**, continuing in said westerly direction, again crossing over said Mesquite Road, **N 61° 38' 28" W – 97.35'**, to a calculated point at the northeast corner of a called 1.0 Acre tract conveyed to Vernice Black in Volume 5955, Page 4, Official Public Records of Real Property, Bell County, Texas;

**THENCE**, continuing in said westerly direction, with the north line of said Black 1.0 Acre tract, same being the southern line of said Mesquite Road, **N 73° 55' 38" W – 447.72'**, to a calculated point at the northwest corner of said Black tract, being on the east line of said Durham 2.01 Acre tract;

**THENCE**, in a southerly direction, with the west line of said Black 1.0 Acre tract, same being the east line of said Durham tract, **S 16° 23' 28" W – 8.24'**, to a calculated point at the southeast corner of said Durham tract, same being the northeast corner of a called 2.0 Acre tract conveyed to Jerry W. Redden and Vida M. Wyatt in Document N. 2008-00029991, Official Public Records of Real Property, Bell County, Texas;

**ANNEXATION STUDY 2017**  
**ANNEXATION AREA 2 – REVISED – 10.23 ACRES**  
**CITY OF BELTON, TEXAS**

2

**THENCE**, in a westerly direction, with the north line of said 2.0 Acre Redden and Wyatt tract, **N 73° 32' 54" W – 299.93'**, to a calculated point on the east line of said 6.66 Acre Deholloz tract;

**THENCE**, continuing in said westerly direction, severing said 6.66 Acre tract, **N 73° 32' 54" W – 239.61'**, to a calculated point on the west line of said Deholloz 6.66 Acre tract, same being the east line of a called 20.99 Acre tract conveyed to Lewis C. Hollis, Jr. and wife, Elizabeth Hollis in Volume 2359, Page 704, Deed Records of Bell County, Texas, for the southwest corner of the herein described tract;

**THENCE**, in a northerly direction, with the east line of said 20.99 Acre tract, **N 15° 38' 51" E – 286.12'**, to a calculated point on the south line of a called 41.516 Acre tract, being the remainder of a called 90.07 Acre tract conveyed to WSD HY Meadow Ranch, LP in Document No. 2009-00015224, Official Public Records of Real Property, Bell County, Texas, for the northwest corner of the herein described tract;

**THENCE**, in an easterly direction, with the south line of the remainder of said 90.07 Acre tract, the south line of a called 40.0 Acre tract conveyed to Bell County in Volume 3855, Page 49, Official Public Records of Real Property, Bell County, Texas, and the south line of said Bell County 24.2 Acre tract, **S 74° 04' 06" E – 1529.30'**, to the **POINT OF BEGINNING** and containing 10.23 Acres of Land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

The information contained herein was provided by the Tax Appraisal District of Bell County, Texas.

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

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 10.23 Acre tract.

**ALL COUNTY SURVEYING, INC.**

**1-800-749-PLAT**

**Tx. Firm Lic. No. 10023600**

server/projects/pro170000/170800/170847/170847-AREA 2 REVISED – TRACT 2.doc



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

A handwritten signature in blue ink that reads "Charles C. Lucko". The signature is fluid and cursive, written over the printed name and registration information.



## **ANNEXATION STUDY: TRACT BY TRACT ANALYSIS AREA #2**

**LOCATION/GENERAL DESCRIPTION OF LAND** – Area 2 contains approximately 850 acres, and is located generally west of IH-35, east of Rocking M Lane, south of Auction Barn Road, and north of the Lampasas River.

**OWNERSHIP/LAND USE** – Low Density Residential, Limited Retail/Neighborhood Service, Medium Density/Mixed Use, Flood Plain and Open Spaces

### **INFRASTRUCTURE/UTILITIES:**

- **STREET CONDITION - PUBLIC/PRIVATE (Name/Condition):**
  - Street Condition – Shanklin Road, Shanklin Lane, Lampasas Lane, and one section of Mesquite Road are all public streets, are narrow and without curb and gutter and drainage infrastructure. The portion of Mesquite parallel to Frances is private. The streets will need to be widened, and additional ROW will need to be dedicated with development and platting. Francis Lane is in good condition and has curb and gutter. Lampasas Lane is a dirt/gravel/base roadway with very poor drainage. Mesquite Road near Frances Lane is a single-lane asphalt roadway that ends at a cemetery with no turnaround area. The northern side of Mesquite Road connects IH-35 to the cemetery. An extension to connect the two sections of Mesquite Road is needed, but is not currently possible because of the cemetery and limited ROWs. Additionally, a second means of ingress/egress is recommended for Mesquite on the north side of the cemetery. All roads will require maintenance by the City.
  - Street Lighting – No street lighting was found in Area 2. Any requested street lights in public ROW would be Oncor's light with the City's responsibility to pay for electricity.
  - Street Signage – Minimal street signage was located in this area. Additional signage will be required by the City to be placed along all roads in this area.
- **DRAINAGE ISSUES** – No drainage infrastructure, including drainage ditches were constructed along Francis Lane or Lampasas Lane. Mesquite and Shanklin Lane and Road have poor drainage channels with culverts under driveways that seem too small or have collapsed. Shanklin Lane and Road both cross a drainage channel. Significant improvements are needed at both crossings for drainage flow and public safety, especially with development and increased traffic.
- **ELECTRICITY/CABLE/GAS (If known)** – Frances Lane and Shanklin Road have both electric and AT&T service. Electric service is available along Lampasas Lane.
- **WATER (CCN)/AVAILABILITY** – The entire area is in Belton's Water CCN. The City supplies water to a few areas along all of the streets in Area 2. However, the water lines are small and will need to be upsized in the future. The waterlines are repaired and replaced as needed. The Three Creeks waterline crosses Area 2 and is adjacent to Shanklin Road, next to the newly acquired BISD property. Development in this area can be served by this line, however, additional studies will be needed to determine when an additional waterline connection to the line located along IH-35 is needed in order to maintain fire flows and water demand at Three Creeks. A few fire hydrants are located along Shanklin Lane.
- **SEWER (CCN)/AVAILABILITY** – This area is in Belton's sewer CCN. The Three Creeks force main crosses this area. This area cannot currently be served by public sewer because there is no public, gravity sewer in this area. However, the City has designed a sewer line on the east side of IH-35, with a bore proposed under IH-35 between Shanklin and the Lampasas River. This gravity sewer line was sized to handle the full development (according to the future land use maps at the time of the report) of the area east of Shanklin Road and south of Loop 121, excluding the Expo Center. The line was sized to also include the school property. The timing of sewer needed for the school property will determine if a trunk line needs to be installed or a small lift station may be needed to pump the sewer into the Miller Heights drainage basin in order for the school to be served by public sewer.

- **SOLID WASTE/BRUSH SERVICES** – Brush collection would need to be extended to residents. These areas have narrow roads that will be difficult for the brush truck to work in while picking up brush and turning around.

**NUMBER OF HOUSES** – 77 single family homes; 0 mobile/modular units; 0 multi-family buildings (0 units each estimated); **TOTAL DWELLING UNITS:** 77

**ESTIMATED POPULATION** – 203

**AREA BUSINESSES:**

- **NUMBER** – 6
- **BUSINESS NAMES/TYPES** – Church of God of the First Born, BISD, Flameco-Texas LLC, Resthaven Cemetery, The Bristol Pad, Dry Wall Systems, Inc.

**APPROXIMATE DISTANCE FROM CITY SERVICES:**

- **FIRE/EMS** – 5.2 Miles from closest Fire Station; Response Time: 8.10 mins. Currently served by Salado for Fire and by Belton for EMS.
- **POLICE/ANIMAL CONTROL/CODE ENFORCEMENT** – 4.7 Miles to farthest point accessible by public roadway from Police Station; Police and Animal Control currently served by Bell County Sherriff. Code Enforcement currently served by none, but no known issues here. Bell County does not perform Code Enforcement Services.

**THOROUGHFARE PLAN ISSUES:**

This area is proposed to include the east-west roadway known as Shanklin Road, identified as a major arterial roadway with a required 120' ROW on the Thoroughfare Plan. Area 2 also includes several important future roadways. Below is a list of future roadways identified in the Thoroughfare Plan, including the functional classification and recommended ROW:

- Mesquite Road – Minor Collector – 60' ROW
- Three Creeks Boulevard – Major Arterial – 120' ROW
- Shanklin Road (north/south) – Major Collector – 80' ROW

**CIP ISSUES:**

- Determination of Streets, Water and Wastewater extensions.

**OTHER SIGNIFICANT ISSUES:**

- Timing of BISD school development.
- Three Creeks Development build out and effect on infrastructure.

# Staff Report – City Council Agenda Item



## Agenda Item #8A

Consider approval and recordation of non-annexation Development Agreements in 2017 Annexation Study Area 3, including:

	PROPERTY OWNER(S)	PROPERTY ID
1	CHOUCHANE, HATEM	101311
2	DULANEY, RANCE ETUX JANIE	183657
3	GRAHAM, DORIS	42607
4	HABEL, JULIUS W ETUX LINDA L	169250
5	HARDIN, WILLIAM J ETUX BLYTHE J	114709
6	HARDIN, WILLIAM J ETUX BLYTHE J	363834
7	HUCKABEE, MARY LOUISE	74607
8	LARSON, KAY	15866
9	MILLER, DON MICHAEL	74262
10	PARKER, JIMMY F ETUX CAROLINE	186978
11	PARKER, JIMMY F ETUX CAROLINE	331149
12	PARKER, JIMMY F ETUX CAROLINE	333736
13	POTTS, JOHN MARK ETUX ROBIN	129314
14	POTTS, JOHN MARK ETUX ROBIN	424123
15	POTTS, JOHN MARK ETUX ROBIN	424124
16	POTTS, JOHN MARK ETUX ROBIN	424125
17	SAVAGE, RICHARD D ETUX (0.468 ACRE ACCESS PORTION OF A 9.669 ACRE TRACT)	103041
18	SAVAGE, RICHARD DANIEL	123195
19	SPEIGHTS, HAROLD F ETUX CARRIE	75273
20	SULLIVAN, HUGH M ETUX JO ANN	149567
21	SWINDOLL, CHARLES B	1622
22	SWINDOLL, CHARLES B	113700
23	SWINDOLL, CHARLES B ETUX	113701
24	SWINDOLL, CHARLES B ETUX	113702
25	SWINDOLL, CHARLES B ETUX	113704
26	TAYLOR, M E (1.94 ACRE PORTION AND 0.221 ACRE ACCESS PORTION OF A 33.706 ACRE TRACT)	135948
27	WHARTON FAMILY TRUST	353230
28	WOOLEY, SONNY PROPERTIES LTD	130769
29	WOOLEY, SONNY PROPERTIES LTD	130770

30	WOOLEY, SONNY PROPERTIES LTD	467756
31	YOUNG, ROBERT N JR	131709
32	YOUNG, ROBERT N JR	131711
33	YOUNG, ROBERT N JR	467770
34	YOUNG, ROBERT NATHAN JR	131712

### **Originating Department**

Administration – Sam A. Listi, City Manager

### **Summary Information**

Property owners representing 34 parcels within Area 3 signed Non-Annexation Development Agreements for a 10-year period, and they are recommended for approval and recordation. The Agreements represent, in many cases, developable tracts located along and south of IH-14/US-190, east of FM 1670 and north of Auction Barn Road, and west of Old Golf Course Road, with future extension of infrastructure. There are also a number of smaller tracts along the western end of Auction Barn Road that have executed Agreements. Again, signed Development Agreements provide the bridge to timely annexation, and development will trigger a consideration for voluntary annexation when desired and, until that time, the City will have no obligation for Municipal Services here on these properties. The Development Agreements should be approved and recorded in the Bell County Courthouse since they are:

- Legally required
- Facilitate long range planning
- Protect current and future development
- Avoid establishment of incompatible land uses
- Avoid premature annexation and need to extend city services

### **Fiscal Impact**

N/A

### **Recommendation**

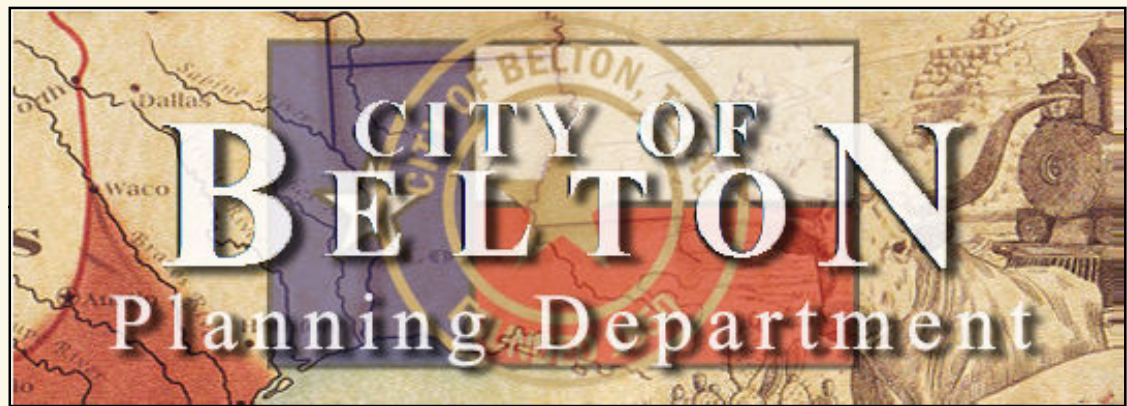
Recommend approval of executed Development Agreements and recordation in the Bell County Courthouse.

### **Attachments**

Map of Signed/Unsigned Development Agreements for Area 3



Overall Annexation Area 3 - 160.27 Acres



Author: Anthony Nguyen, City of Belton

From: E. City of Belton Project: Relationships and Boundaries Department/Planning Department/Annexation/2017 Overall Annexation/2/Annexation Overall, LVA and

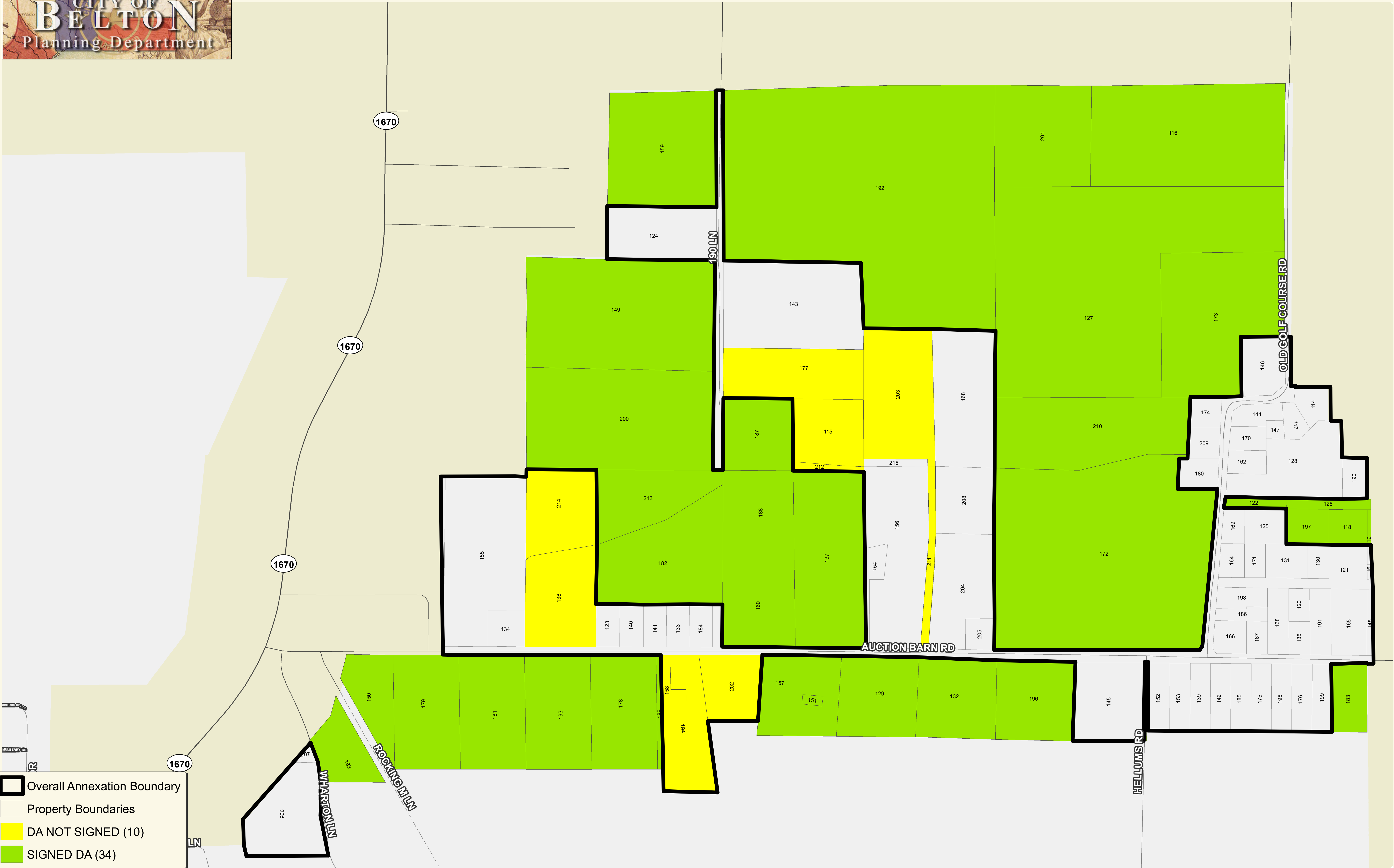
- Overall Annexation Boundary
- Property Boundaries
- DA NOT SIGNED (10)
- SIGNED DA (34)

Map Date: 11/16/2017

0 0.075 0.15 0.3 Miles



For informational purposes only. Boundaries are approximate and not legally binding.



# Staff Report – City Council Agenda Item



## **Agenda Item #8B**

Consider the following alternative annexation ordinances on Area 3:

- (1) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 3, approximately 160.27 acres in two parcels located generally south of US 190 (IH-14), east of FM 1670, west of Golf Course Road, and along both sides of Auction Barn Road; or
- (2) An annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 3, approximately 51.48 acres located generally along Old Golf Course Road and the eastern portion of Auction Barn Road west of the existing City limit.

## **Originating Department**

Administration – Sam A. Listi, City Manager

## **Summary Information**

Study Area 3 is important to Belton's future planning and development, given its very close relationship to the developing city, as well as Loop 121 and Old Golf Course Road to the east, IH-14/US-190 to the north, FM 1670 (Lake to Lake Road) to the west, and Auction Barn Road to the south. FM 1670 and Rocking M Lane are outlets for the developing Three Creeks Subdivision. The Bell County Expo Center expansion and BISD's future campus site are located to the east and will impact this area significantly. An important utility service issue is that Area 3 has a split CCN – the eastern two-thirds is City's Water CCN and the western one-third (190 Lane West) is served by Dog Ridge Water Supply Corporation's (DRWSC) Water CCN.

Due to the importance of this area to Belton's future, the balance of properties not subject to a Development Agreement addressed in Item 8A may be considered for annexation. Ordinance B(1) addresses these properties, comprising 160.27 acres. Yet, the executed Development Agreements suggest a more limited recommended boundary. Ordinance 8B(2) includes a total 51.48 acres, most closely associated with the current city limits, just west of Loop 121, and along Old Golf Course Road at Auction Barn Road.

Key reasons to consider Annexation of this reduced portion of Area 3 include:

- Close proximity to the City Limits on three sides
- Anticipated nearby development – Expo, BISD, Loop 121 Expansion

- Belton Water and Sewer CCN
- Ease of extension of city services and opportunity for enhanced services to property owners – Police, Fire, EMS, Water
- Thoroughfare Plan importance of Auction Barn Road (minor collector between Loop 121 and FM 1670/Lake to Lake Road) and Old Golf Course Road (minor collector between IH-14/US-190 and Auction Barn Road)
- Preservation of the Auction Barn/Hellums Road corridor for future street circulation to future development
- Development Agreements on large nearby tracts will facilitate future planning

### **Fiscal Impact**

Fiscal impact will depend on final annexation boundary determined by the Council.

### **Conclusion**

While the Council may consider annexation of all, or any portion of, the 160.27 acre portion of Area 3 included in Item 8B(1), recommend annexation of 51.48 acres – described in Item 8B(2).

Ordinance 8B(1) would annex all available area in Area 3 and is not recommended.  
Ordinance 8B(2) would annex 51.48 acres in Area 3 and is recommended.

### **Recommendation**

Recommend adoption of Ordinance 8B(2) annexing 51.48 acres.

### **Attachments**

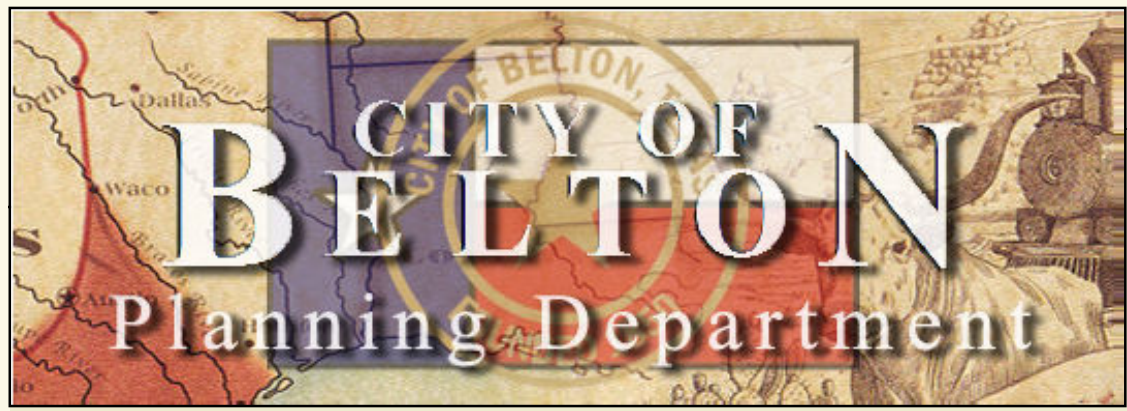
Recommended Annexation Area 3

Annexation Ordinance 8B(1), including Service Plan and Survey

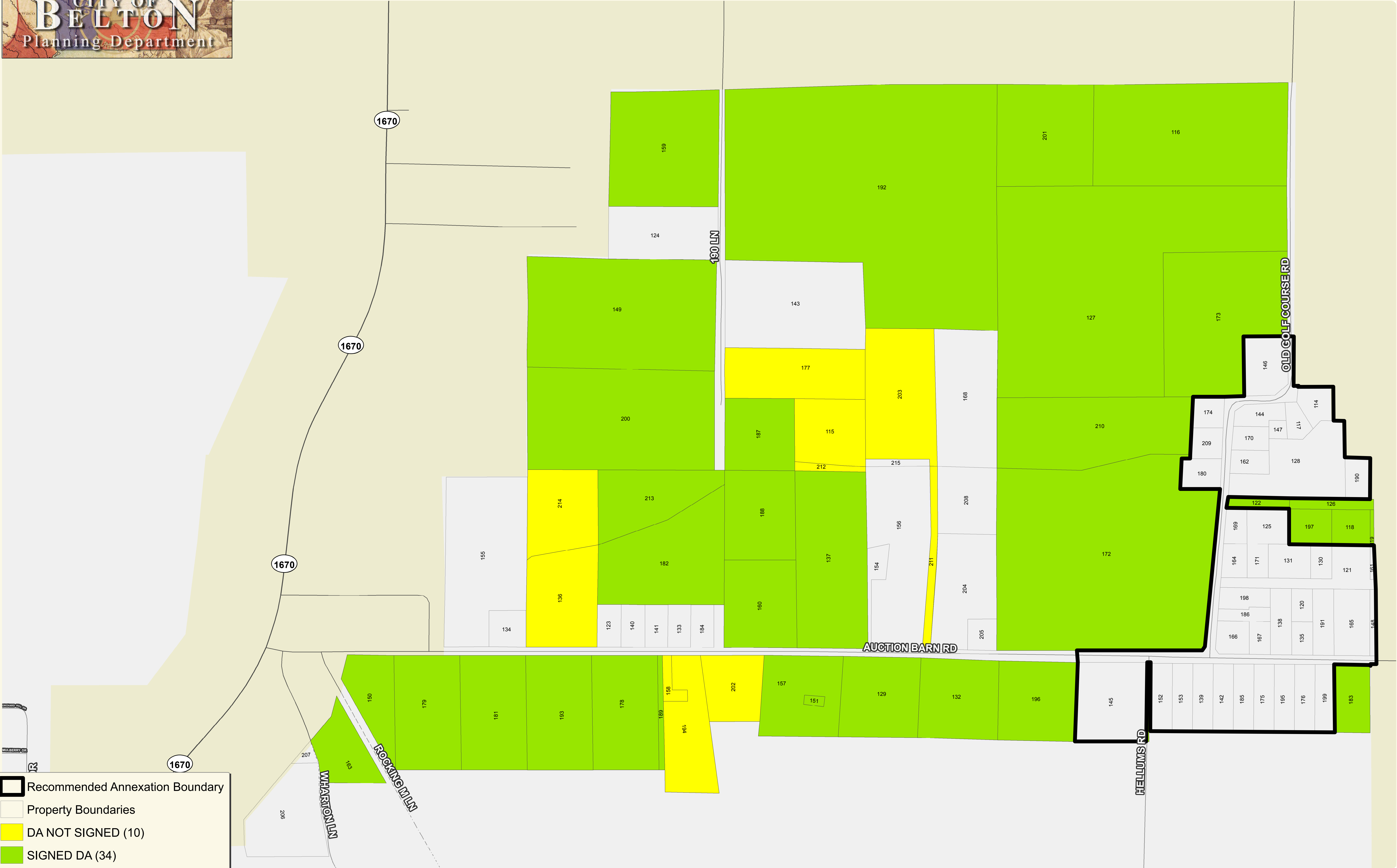
Annexation Ordinance 8B(2), including Service Plan, Survey and Field Notes

Area 3 Land Use Study





# Recommended Annexation Area 3 - 51.48 Acres





## ORDINANCE NO. 2017-34

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 160.27 ACRES IN TWO PARCELS LOCATED GENERALLY SOUTH OF US 190 (IH-14), EAST OF FM 1670, WEST OF OLD GOLF COURSE ROAD, AND ALONG BOTH SIDES OF AUCTION BARN ROAD; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

---

**WHEREAS**, the City of Belton (the "City") is a Texas home-rule municipal corporation;

**WHEREAS**, thirty (30) days or more prior to the date of the first public hearing required pursuant to §43.063, Tex. Loc. Gov't. Code, the City gave written notice of its intent to annex the property, as more particularly described hereinafter in this ordinance, to each property owner, according to the official records of Bell County, within the area proposed to be annexed, each public entity and private entity that provides services in the area, and each railroad company with right-of-way in the area;

**WHEREAS**, the property to be annexed contains fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract;

**WHEREAS**, the property to be annexed is contiguous with, adjacent to, and within one mile of the corporate limits of the City, and is not within the boundaries of any other city;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the Tex. Loc. Gov't Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City's exclusive jurisdiction is hereby extended to include all of the annexed area within the City limits and property within one mile of the annexed area within the City's extra-territorial jurisdiction; and

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Municipal Service Plan attached hereto as Exhibit "A," and to add the area immediately to its Capital Improvement Planning process.

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

**Section 1. Findings of Fact.** All of the above premises, findings and recitals of fact are found to be true and correct and are incorporated into the body of this ordinance as findings of fact, as if copied herein in their entirety. Further statements of facts hereinafter made in the ordinance are incorporated as findings of fact by the City Council.

- A. That Belton's City Manager has reviewed the proposed annexation and has determined that municipal services identified in the Service Plan are available for the area proposed for incorporation.
- B. That the City Manager has found the municipal services proposed will provide a comparable level of municipal services for properties with similar topography, land use, and population density to properties currently located within the Belton city limits.
- C. That the property shall be immediately added to the City's Capital Improvement Planning process.
- D. That the property is hereby temporarily zoned in accordance with the Agricultural zoning district.

**Section 2.** That under the authority and provisions of Article II, Section 5 of the Home Rule Charter of the City of Belton, Texas, and certain laws of the State of Texas, including, but not limited to, Chapter 43 of the Local Government Code, the boundaries and limits of the City of Belton, Texas, are hereby extended so as to annex and include within the corporate limits of the City of Belton, Texas, **160.27 ACRES IN TWO PARCELS LOCATED GENERALLY SOUTH OF US 190 (IH-14), EAST OF FM 1670, WEST OF OLD GOLF COURSE ROAD, AND ALONG BOTH SIDES OF AUCTION BARN ROAD**, as shown on the map attached as Exhibit "B."

**Section 3.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the Annexed Property as part of the City of Belton.

**Section 4.** Upon first reading of this ordinance, the above described annexed area shall be a part of the City of Belton, Texas, and the jurisdiction of the City shall extend the extraterritorial jurisdiction of the City to create exclusive jurisdiction in all areas within one mile of the annexed area not within the legal jurisdiction of an existing City on the date of the first reading of this ordinance. The residents and property owners within the annexed area shall be entitled to all of the rights and privileges lawfully pertaining thereto as shown in the attached Service Plan, and shall be bound by the acts, ordinances, regulations and resolutions of said City.

**Section 5.** After publishing notices of public hearings in the Belton Journal and the Temple Daily Telegram on October 12, 2017 and October 19, 2017, and holding public hearings on October 24, 2017, and October 31, 2017, this ordinance is:

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas on the 21<sup>st</sup> day of November, 2017.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas, on the 28<sup>th</sup> day of

November, 2017.

---

Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk

## EXHIBIT "A"

### AREA 3 CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of 160.27 acres in two parcels located generally south of US 190 (IH-14), east of FM 1670, west of Old Golf Course Road, and along both sides of Auction Barn Road.

**Municipal Services to be Provided:** The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project



developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies.
- (4) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners' association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same

manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within the certificated area of two water districts: the City of Belton is responsible for water service in the eastern two-thirds of the area, and the Dog Ridge Water Supply Corporation is responsible for water service on the western one-third of the area. Water service, by DRWSC or the City of Belton, will be subject to regulation by the City of Belton as it relates to development standards and design requirements in the City's subdivision regulations in effect at the time of installation. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Wastewater Service/Collection. Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies, subject to pending sewer CCN proposal before the Public Utilities Commission. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners' association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is

not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.

2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2020. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

3. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

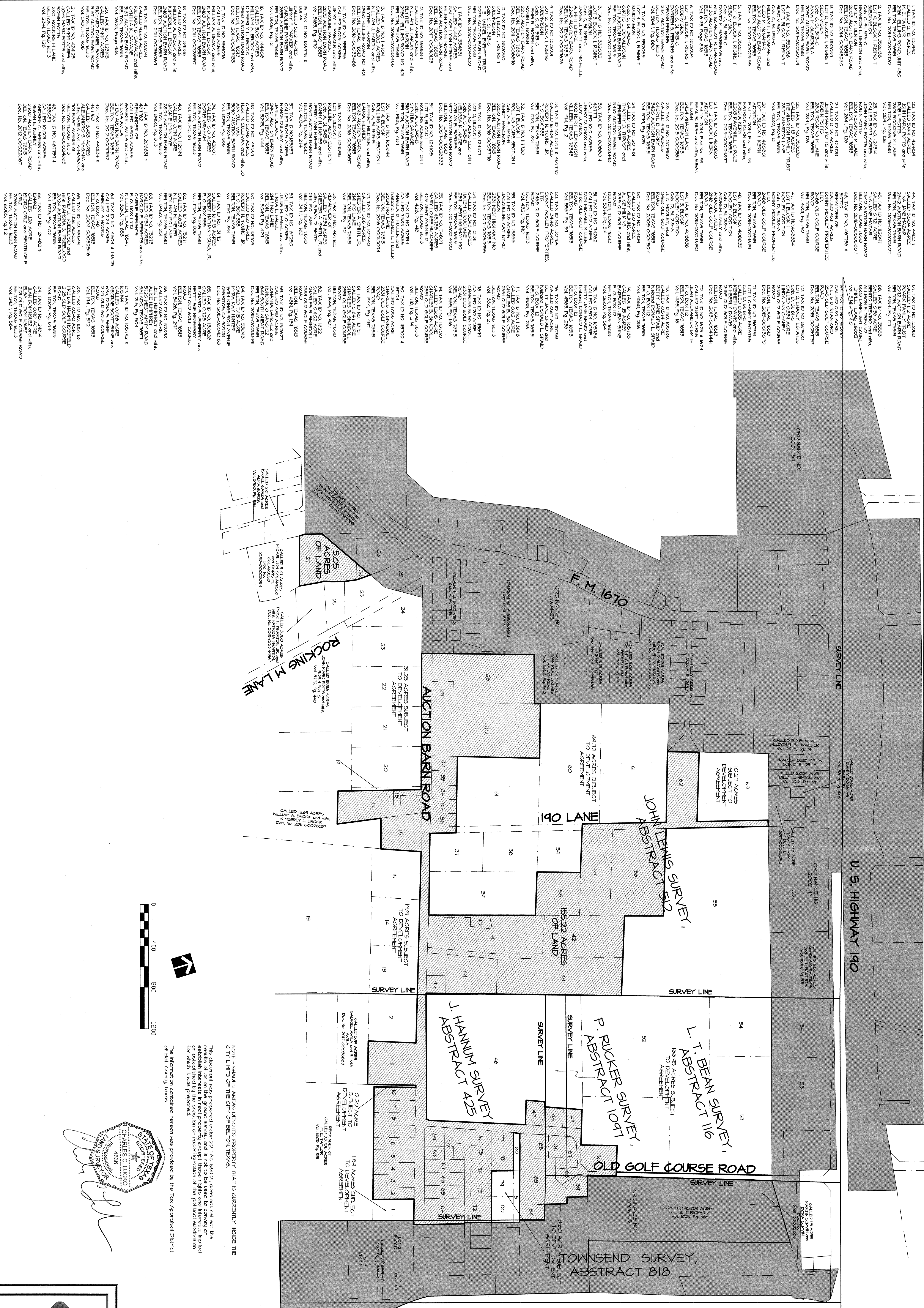
Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.





ANNEXATION STUDY 2017  
ANNEXATION AREA 3 - 160.27 ACRES  
JOHN LEWIS SURVEY, ABSTRACT 512, L. T. BEAN SURVEY, ABSTRACT 116,  
P. RUCKER SURVEY, ABSTRACT 1097, J. HANNUM SURVEY, ABSTRACT  
425, and the J. TOWNSEND SURVEY, ABSTRACT 818  
FOR THE CITY OF BELTON, TEXAS.



## ORDINANCE NO. 2017-34

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 51.48 ACRES LOCATED GENERALLY ALONG OLD GOLF COURSE ROAD AND THE EASTERN PORTION OF AUCTION BARN ROAD WEST OF THE EXISTING CITY LIMITS; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

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**WHEREAS**, the City of Belton (the "City") is a Texas home-rule municipal corporation;

**WHEREAS**, thirty (30) days or more prior to the date of the first public hearing required pursuant to §43.063, Tex. Loc. Gov't. Code, the City gave written notice of its intent to annex the property, as more particularly described hereinafter in this ordinance, to each property owner, according to the official records of Bell County, within the area proposed to be annexed, each public entity and private entity that provides services in the area, and each railroad company with right-of-way in the area;

**WHEREAS**, the property to be annexed contains fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract;

**WHEREAS**, the property to be annexed is contiguous with, adjacent to, and within one mile of the corporate limits of the City, and is not within the boundaries of any other city;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the Tex. Loc. Gov't Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City's exclusive jurisdiction is hereby extended to include all of the annexed area within the City limits and property within one mile of the annexed area within the City's extra-territorial jurisdiction; and

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Municipal Service Plan attached hereto as Exhibit "A," and to add the area immediately to its Capital Improvement Planning process.

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

**Section 1. Findings of Fact.** All of the above premises, findings and recitals of fact are found to be true and correct and are incorporated into the body of this ordinance as findings of fact, as if copied herein in their entirety. Further statements of facts hereinafter made in the ordinance are incorporated as findings of fact by the City Council.

- A. That Belton's City Manager has reviewed the proposed annexation and has determined that municipal services identified in the Service Plan are available for the area proposed for incorporation.
- B. That the City Manager has found the municipal services proposed will provide a comparable level of municipal services for properties with similar topography, land use, and population density to properties currently located within the Belton city limits.
- C. That the property shall be immediately added to the City's Capital Improvement Planning process.
- D. That the property is hereby temporarily zoned in accordance with the Agricultural zoning district.

**Section 2.** That under the authority and provisions of Article II, Section 5 of the Home Rule Charter of the City of Belton, Texas, and certain laws of the State of Texas, including, but not limited to, Chapter 43 of the Local Government Code, the boundaries and limits of the City of Belton, Texas, are hereby extended so as to annex and include within the corporate limits of the City of Belton, Texas, **51.48 ACRES LOCATED GENERALLY ALONG OLD GOLF COURSE ROAD AND THE EASTERN PORTION OF AUCTION BARN ROAD WEST OF THE EXISTING CITY LIMITS**, as shown on the map attached as Exhibit "B," and more particularly described by metes and bounds attached as Exhibit "C."

**Section 3.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the Annexed Property as part of the City of Belton.

**Section 4.** Upon first reading of this ordinance, the above described annexed area shall be a part of the City of Belton, Texas, and the jurisdiction of the City shall extend the extraterritorial jurisdiction of the City to create exclusive jurisdiction in all areas within one mile of the annexed area not within the legal jurisdiction of an existing City on the date of the first reading of this ordinance. The residents and property owners within the annexed area shall be entitled to all of the rights and privileges lawfully pertaining thereto as shown in the attached Service Plan, and shall be bound by the acts, ordinances, regulations and resolutions of said City.

**Section 5.** After publishing notices of public hearings in the Belton Journal and the Temple Daily Telegram on October 12, 2017 and October 19, 2017, and holding public hearings on October 24, 2017, and October 31, 2017, this ordinance is:

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas on the 21<sup>st</sup> day of November, 2017.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas, on the 28<sup>th</sup> day of November, 2017.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk

## EXHIBIT “A”

### AREA 3 CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of 51.48 acres located generally along Old Golf Course Road and the eastern portion of Auction Barn Road west of the existing City limits.

**Municipal Services to be Provided:** The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City’s Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City’s Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton’s extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review



for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies.
- (4) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners' association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within the certificated area of two water districts: the City of Belton is responsible for water service in the eastern two-thirds of the area, and the Dog Ridge Water Supply Corporation is responsible for water service on the western one-third of the area. Water service, by DRWSC or the City of Belton, will be subject to regulation by the City of Belton as it relates to development standards and design requirements in the City's subdivision regulations in effect at the time of installation. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Wastewater Service/Collection. Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies, subject to pending sewer CCN proposal before the Public Utilities Commission. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners' association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the

effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.

2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2020. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

3. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.







EXHIBIT "C"  
**ANNEXATION STUDY 2017**  
*ANNEXATION AREA 3 REVISED – 51.48 ACRES*  
*CITY OF BELTON, TEXAS*

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**FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.**

November 16, 2017

Surveyor's Field Notes for:

**51.48 ACRES**, situated in the **L. T. BEAN SURVEY, ABSTRACT 116, P. RUCKER SURVEY, ABSTRACT 1097, J. HANNUM SURVEY, ABSTRACT 425**, and the **J. TOWNSEND SURVEY, ABSTRACT 818**, Bell County, Texas, and embracing all or a portion of the following described tracts:

1. Lot 9, Block 1, Rising T Subdivision, according to the plat of record in Cabinet C, Slide 393-C, Plat Records of Bell County, Texas, being conveyed to Brandon L. Benton and wife, Emily M. Benton in Doc. No. 2014-00045260, Official Public Records of Real Property, Bell County, Texas,
2. Lot 8, Block 1, said Rising T Subdivision, as conveyed to Anna M. Guardiola in Document No. 2017-00020759, Official Public Records of Real Property, Bell County, Texas,
3. Lot 7, Block 1, said Rising T Subdivision, as conveyed to William F. McNamar and Cleo M. McNamar in Document No. 2007-00025158, Official Public Records of Real Property, Bell County, Texas
4. Lot 6, Block 1, said Rising T Subdivision, as conveyed to David M. Barreras and wife, Scarlot R. Barreras in Volume 6193, Page 896, Official Public Records of Real Property, Bell County, Texas,
5. Lot 5, Block 1, said Rising T Subdivision, as conveyed to Darren S. Perkins and wife, Deann Perkins in Volume 5647, Page 680, Official Public Records of Real Property, Bell County, Texas,
6. Lot 4, Block 1, said Rising T Subdivision, as conveyed to Curtis J. Donaldson in Document No. 2011-00012794, Official Public Records of Real Property, Bell County, Texas,
7. Lot 3, Block 1, said Rising T Subdivision, as conveyed to James J. Whitt and Michelle A Whittemore in Document No. 2012-00017626, Official Public Records of Real Property, Bell County, Texas,
8. Lot 2, Block 1, said Rising T Subdivision, as conveyed to Lewis R. Boren and wife, Robin L. Boren in Document No. 2011-00006896, Official Public Records of Real Property, Bell County, Texas,
9. Lot 1, Block 1, said Rising T Subdivision, as conveyed to T. E. Handel Exempt Trust in Document No. 2010-00044130, Official Public Records of Real Property, Bell County, Texas,
10. A called 4.442 Acre tract conveyed to Wallace Lynn Morse and Helen Maxine Morse in Document No. 2017-00010123, Official Public Records of Real Property, Bell County, Texas,
11. Lot 1, Block 1, Wooley Addition, an addition in Bell County, Texas, according to the plat of record in Cabinet D, Slide 218-A, Plat Records of Bell County, Texas, as conveyed to Sonny Wooley Properties, Ltd. in Document No. 2013-00049191, Official Public Records of Real Property, Bell County, Texas,
12. Lot 2, Block 1, said Wooley Addition, as conveyed to Andrew Lively and wife, Amanda Lively in Document No. 2013-00046192, Official Public Records of Real Property, Bell County, Texas,
13. Lot 3, Block 1, said Wooley Addition, as conveyed to J. C. Wooley et al, in Document No. 2008-00045014, Official Public Records of Real Property, Bell County, Texas,
14. A called 2.0 Acre tract conveyed to Larry Wilkins and wife, Alice Wilkins in Volume 5374, page 519, Official Public Records of Real Property, Bell County, Texas,
15. A called 2.24 Acre tract conveyed to Shirley A. Hooks in Document No. 2009-00032846, Official Public Records of Real Property, Bell County, Texas,



**ANNEXATION STUDY 2017**  
**ANNEXATION AREA 3 REVISED – 51.48 ACRES**  
**CITY OF BELTON, TEXAS**

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16. A called 1.126 Acre tract conveyed to David J. Trueblood and wife, Ramona S. Trueblood in Volume 5715, Page 402, Official Public Records of Real Property, Bell County, Texas,
17. A called 1.126 Acre tract conveyed to Isidro Cruz and Beatrice P. Cruz in Volume 6085, Page 112, Official Public Records of Real Property, Bell County, Texas,
18. A called 1.12 Acre tract conveyed to the Roark Family Trust in Volume 4534, Page 177, Official Public Records of Real Property, Bell County, Texas,
19. A called 0.56 Acre tract conveyed to Benito Trevino and wife, Allison F. Trevino in Volume 5471, Page 910, Official Public Records of Real Property, Bell County, Texas,
20. A called 0.87 Acre tract conveyed to Willis D. Stanford in Document No. 2013-00039739, Official Public Records of Real Property, Bell County, Texas,
21. Lot 2, Chaney Estates, an addition in Bell County, Texas, according to the plat of record in Cabinet D, Slide 61-C, Plat Records of Bell County, Texas, as conveyed to Linda Ann Chaney in Document No. 2015-00013070, Official Public Records of Real Property, Bell County, Texas,
22. Lot 1, said Chaney Estates, as conveyed to Kenneth Davis and wife, Kimberly Davis in Document No. 2013-00047441, Official Public Records of Real Property, Bell County, Texas,
23. A called 2.397 Acre tract conveyed to Jean Alexander Smith in Volume 4183, Page 181, Official Public Records of Real Property, Bell County, Texas,
24. A called 0.574 Acre tract conveyed to Betty Jane Spaid and husband Donald L. Spaid in Volume 4583, Page 236, Official Public Records of Real Property, Bell County, Texas,
25. A called 1.15 Acre tract conveyed to Barbara Jean Shine in Volume 2603, Page 584, Official Public Records of Real Property, Bell County, Texas,
26. A called 0.574 Acre tract conveyed to Betty Jane Spaid and husband Donald L. Spaid in Volume 4583, Page 236, Official Public Records of Real Property, Bell County, Texas,
27. A called 0.67 Acre tract conveyed to said Betty Jane Spaid and husband, Donald L. Spaid in Volume 4583, Page 236, Official Public Records of Real Property, Bell County, Texas,
28. A called 0.62 Acre tract conveyed to Charles B. Swindoll in Volume 1332, Page 27, Deed Records of Bell County, Texas,
29. A called 1.20 Acre tract conveyed to said Charles B. Swindoll in Volume 1365, Page 146, Deed Records of Bell County, Texas,
30. A called 4.93 Acre tract conveyed to Johanna Sanchez and Honorato Sanchez in Document No. 2015-00033491, Official Public Records of Real Property, Bell County, Texas,
31. A called 7.915 Acre tract conveyed to Myra Kay Hunter in Document No. 2015-00043183, Official Public Records of Real Property, Bell County, Texas,
32. A called 0.728 Acre tract conveyed to Richard S. Newberry and Betty Sue Newberry in Volume 5426, Page 299, Official Public Records of Real Property, Bell County, Texas,
33. A called 0.69 Acre tract conveyed to Joe L. Humphrey and wife, Alice Humphrey in Volume 2118, Page 504, Deed Records of Bell County, Texas,
34. A called 0.968 Acre tract conveyed to George Scott Shine and wife, Donna S. Shine in Volume 1941, Page 392, Deed Records of Bell County, Texas,
35. A called 0.542 Acre tract conveyed to Freida Naomi Hossfeld in Volume 3209, Page 674, Official Public Records of Real Property, Bell County, Texas,
36. A called 0.90 Acre tract conveyed to Juan Dominguez and wife, Elsa L. Dominguez in Volume 2937, Page 584, Official Public Records of Real Property, Bell County, Texas, and
37. Portions of public roadways known as Auction Barn Road and Old Golf Course Road, and being more particularly described as follows:

COMMENCING at a ½" iron rod found (Texas State Plane, Texas Central Zone, NAD83 (Grid Coordinate) N: 10,352,483.21, E: 1,185,812.50) at the southeast corner of a called 2.175 Acre tract conveyed to M. E. Taylor in Document No. 2014-00042120, Official Public Records of Real Property, Bell County, Texas, being on the west line of Lot 3, Block 1, The Piazza Replat, an addition in the City of Belton, Bell County, Texas, according to the plat of record in Cabinet D, Slide 383-D, Plat Records of Bell County,



**ANNEXATION STUDY 2017**  
**ANNEXATION AREA 3 REVISED – 51.48 ACRES**  
**CITY OF BELTON, TEXAS**

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Texas, also being the northeast corner of the remainder of a called 33.706 Acre tract conveyed to M. E. Taylor in Volume 1805, page 851, Deed Records of Bell County, Texas, and being on the west line of a tract annexed into the City of Belton per Ordinance No. 2006-53;

THENCE, in a westerly direction, with the south line of said 2.175 Acre tract, **N 72° 37' 56" E – 204.27'**, to a calculated point at the southeast corner of said Rising T Subdivision, for the **POINT OF BEGINNING** and the southernmost southeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of the remainder of said 33.706 Acre tract, same being the south line of said Rising T Subdivision, **N 72° 37' 56" W – 1087.31'**, to a calculated point at the southwest corner of said Rising T Subdivision, being an interior corner of said 33.706 Acre tract;

THENCE, in a northerly direction, with the west line of said Rising T Subdivision, **N 17° 22' 04" E – 404.84'**, to a calculated point on the south line of Auction Barn Road;

THENCE, in a westerly direction, with the south line of said Auction Barn Road, **N 72° 18' 32" W – 20.10'**, to a calculated point at the northeast corner of said 4.442 Acre Morse tract;

THENCE, in a southerly direction, with the east line of said Morse tract, **S 17° 46' 33" W – 466.14'**, to a calculated point at the northeast corner of a called 5.99 Acre tract conveyed to Gabriel Avila and Silvia Avila in Document No. 2017-00036883, Official Public Records of Real Property, Bell County, Texas;

THENCE, in a westerly direction, with the north line of said 5.99 Acre Avila tract, **N 72° 23' 48" W – 419.97'**, to a calculated point at the southeast corner of a called 4.919 Acre tract conveyed to William J. Hardin and wife, Blythe J. Hardin in Document No. 2016-00038466, Official Public Records of Real Property, Bell County, Texas, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said 4.919 Acre tract, **N 19° 09' 32" E – 462.16'**, to a calculated point on the south line of Auction barn Road;

THENCE, continuing in said northerly direction, crossing said Auction Barn Road, **N 19° 09' 32" E – 100.06'**, to a calculated point on the south line of the remainder of a called 45.11 Acre tract conveyed to Sonny Wooley Properties, Ltd. in Volume 4321, Page 190, Official Public Records of Real Property, Bell County, Texas;

THENCE, in an easterly direction, with the south line of said 45.11 Acre tract, same being the north line of said Auction Barn Road, **S 73° 29' 09" E – 730.91'**, to a calculated point for a cut-back corner on the west line of Old Golf Course Road, for an interior corner of the herein described tract;

THENCE, in a northeasterly direction, with said cut-back, **N 48° 00' 46" E – 26.91'**, to a calculated point;

THENCE, in a northerly direction, with the west line of said Old Golf Course Road, **N 19° 19' 00" E – 934.76'**, to a calculated point at the southeast corner of said Lot 3, Block 1, Wooley Addition, for an interior corner of the herein described tract;

THENCE, in a westerly direction, with the south line of said Lot 3, Block 1, same being the boundary of said remainder 45.11 Acre tract, **N 71° 32' 56" W – 235.00'**, to a calculated point at the southwest corner of said Lot 3;

THENCE, in a northerly direction, with the west line of said Wooley Addition, **N 21° 05' 44" E – 179.61'**, a calculated point, **S 71° 22' 26" E – 50.00'**, a calculated point, and **N 21° 05' 54" E – 364.19'**, to a calculated point on the south line of a called 12.2 Acre tract conveyed to Don Michael Miller in Volume 5569, Page 59, Official Public Records



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**ANNEXATION AREA 3 REVISED – 51.48 ACRES**  
**CITY OF BELTON, TEXAS**

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of Real Property, Bell County, Texas, for the westernmost northwest corner of the herein described tract;

**THENCE**, in an easterly direction, with the south line of said 12.2 Acre tract, partially with the north line e of said Wooley Addition and the northern line of said Old Golf Course Road, **S 71° 27' 13" E – 342.36'**, to a calculated point at the southwest corner of said 2.0 Acre Wilkins tract, for an interior corner of the herein described tract;

**THENCE**, in a northerly direction, with the boundary of said 12.2 Acre tract, same being the west line of said Wilkins tract, **N 17° 36' 33" E – 351.41'**, to a calculated point, for the northernmost northwest corner of the herein described tract;

**THENCE**, in an easterly direction, with the north line of said Wilkins tract, **S 71° 23' 28" E – 256.92'**, to a calculated point on the west line of said Old Golf Course Road, and continuing **S 71° 23' 28" E – 37.56'**, to a calculated point on the east line of said Old Golf Course Road, being the west line of a called 45.834 Acre tract conveyed to Joe Jeff Richards in Volume 1026, Page 588, Deed Records of Bell County, Texas, same being the west line of a tract annexed into the City of Belton per Ordinance No. 2006-53, for the northeast corner of the herein described tract;

**THENCE**, in a southerly direction, with the east line of said Old Golf Course Road, **S 18° 22' 56" W – 280.27'**, to a calculated point at the southwest corner of said 45.834 Acre tract, same being the northwest corner of said 0.90 Acre Dominguez tract, for an interior corner of the herein described tract;

**THENCE**, in an easterly direction, with the south line of said Richards 45.834 Acre tract, **S 74° 05' 34" E – 207.97'**, to a calculated point at the northeast corner of said 0.90 Acre Dominguez tract;

**THENCE**, in a southerly direction, with the east line of said 0.90 Acre Dominguez tract, **S 15° 30' 41" W – 199.82'**, to a calculated point on the north line of said 4.93 Acre Sanchez tract;

**THENCE**, in an easterly direction, with the north line of said 4.93 Acre Sanchez tract, **S 72° 37' 28" E – 63.19'**, to a calculated point at the northeast corner of said 4.93 Acre Sanchez tract;

**THENCE**, in a southerly direction, with the east line of said 4.93 Acre Sanchez tract, **S 15° 22' 33" W – 215.02'**, to a calculated point on the west line of said 7.915 Acre Hunter tract;

**THENCE**, in an easterly direction, severing said 7.915 Acre Hunter tract, **S 71° 50' 57" E – 151.70'**, to a calculated point;

**THENCE**, in a southerly direction, **S 16° 51' 27" W – 241.67'**, to a calculated point on the north line of a called 0.647 Acre tract conveyed to Charles B. Swindoll in Volume 1944, Page 437, Deed Records of Bell County, Texas;

**THENCE**, in a westerly direction, with the north line of said 0.647 Acre tract and the north line of a called 0.402 Acre tract conveyed to said Charles B. Swindoll in Volume 4319, Page 139, Official Public Records of Real Property, Bell County, Texas, **N 72° 55' 05" W – 835.18'**, to a calculated point on the east line of said Old Golf Course Road, being the northwest corner of said 0.402 Acre tract, for an interior corner of the herein described tract;

**THENCE**, in a southerly direction, with the east line of said Old Golf Course Road, **S 26° 37' 55" W – 61.57'**, to a calculated point at the northwest corner of said 0.62 Acre Swindoll tract (1332/27);

**THENCE**, in an easterly direction, with the north line of said 0.62 Acre tract and the north line of said 1.20 Acre Swindoll tract (1365/146), **S 72° 50' 27" E – 369.45'**, to a calculated point at the northwest corner of a called 1.205 Acre tract conveyed to said



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Charles B. Swindoll in Volume 1718, Page 274, Deed Records of Bell County, Texas, for an interior corner of the herein described tract;

**THENCE**, in a southerly direction, with the west line of said 1.205 Acre tract, **S 16° 21' 30" W – 209.48'**, to a calculated point on the north line of said 1.15 Acre Shine tract;

**THENCE**, in an easterly direction, with the north line of said Shine 1.15 Acre tract, the north line of said 0.574 Acre Spaid tract, and the north line of said 2.397 Acre Smith tract, **S 72° 52' 12" E – 498.48'**, to a calculated point at the northeast corner of said 2.397 Acre tract;

**THENCE**, in a southerly direction, with the east line of said Swindoll tracts and the east line of said 2.434 Acre MEM Holdings tract, **S 16° 01' 53" W – 259.38'**, to a calculated point on the north line of said 2.24 Acre Hooks tract, for an interior corner of the herein described tract;

**THENCE**, in an easterly direction, with the north line of said 2.24 Acre tract, **S 72° 42' 40" E – 10.00'**, to a calculated point at the northeast corner of said 2.24 Acre Hooks tract;

**THENCE**, in a southerly direction, with the east line of said 2.24 Acre Hooks tract, same with the west line of said Ordinance No. 2006-53 tract, and crossing over said Auction Barn Road, **S 16° 04' 18" W – 493.85'**, to a calculated point on the north line of Lot 2, Block 1, The Piazza Replat, for an interior corner of the herein described tract;

**THENCE**, in a westerly direction, with the north line of said Auction Barn Road, same being the north line of said Lot 2, Block 1, The Piazza Replat, **N 72° 30' 25" W – 37.44'**, to a calculated point at the northeast corner of said 2.175 Acre Taylor tract;

**THENCE**, continuing in said westerly direction, with the south line of said Auction Barn Road, **N 72° 18' 32" W – 208.99'**, to a calculated point at the northeast corner of said Rising T Subdivision;

**THENCE**, in a southerly direction, with the east line of said Rising T Subdivision, **S 16° 22' 04" W – 298.80'**, to the **POINT OF BEGINNING** and containing 51.48 Acres of Land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

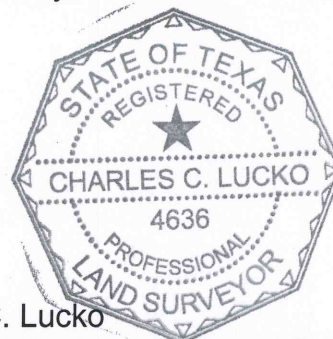
The information contained herein was provided by the Tax Appraisal District of Bell County, Texas.

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

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 51.48 Acre tract.

**ALL COUNTY SURVEYING, INC.**  
**1-800-749-PLAT**  
**Tx. Firm Lic. No. 10023600**

server/projects/pro170000/170800/170847/170847-AREA 3 REVISED.doc



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

## **ANNEXATION STUDY: TRACT BY TRACT ANALYSIS AREA #3**

**LOCATION/GENERAL DESCRIPTION OF LAND** – Area 3 contains approximately 450 acres, and is located generally south of US 190 (IH-14), east of FM 1670, west of Golf Course Road, and along both sides of Auction Barn Road.

**OWNERSHIP/LAND USE** – Low Density Residential, Medium Density/Mixed Use, Flood Plain and Open Spaces

### **INFRASTRUCTURE/UTILITIES:**

- **STREET CONDITION - PUBLIC/PRIVATE (Name/Condition):**
  - **Street Condition** – Auction Barn Road is in fair condition, but does need to be widened and improved to be a minor collector as shown on the Infrastructure Plan. Additional ROW may be required. Rocking M Lane is part of the Three Creeks Development Agreement, and will be dedicated to the City by 05/01/19. Although unimproved, Hellums is in fair condition, but it also needs to be widened, which will require ROW dedication. Old Golf Course Road is in fair condition, but it will need to be widened in the future. 190 Lane is a narrow, unimproved roadway providing property access that turns into a gravel road around 1840 190 Lane. All roads will require maintenance by the City.
  - **Street Lighting** – Street lighting was not observed along the streets in this area. Any requested street lights in public ROW would be Oncor's light with the City's responsibility to pay for electricity.
  - **Street Signage** – Additional signage is needed along all roadways. Existing signage needs to be replaced.
- **DRAINAGE ISSUES** – There is a drainage channel and a channel crossing along 190 Lane that needs improvements. There is also a detention pond along 190 Lane. Ownership of the pond is unknown at this time. Drainage ditches and culverts along all roads are undersized and need maintenance.
- **ELECTRICITY/CABLE/GAS (If known)** – Electric and AT&T service are available along Auction Barn Road and Old Golf Course Road. Electric lines are located along 190 Lane, across the lots. AT&T has service to residents along 190 Lane.
- **WATER (CCN)/AVAILABILITY** – The western area of Area 3 is in DRWSC's Water CCN while the eastern side is in Belton's Water CCN. The City currently serves customers within Belton's CCN along Auction Barn Road, Hellums Road, and Old Golf Course Road. Hydrants are located along Hellums and Old Golf Course Road. Belton maintains a 6" line along Auction Barn Road in Belton's CCN. The existing 2" waterline along Old Golf Course Road breaks frequently and needs replacement. The entire area is in Belton's 820 pressure zone, which is serviceable by the City's current system, if lines are extended, replaced with large sized lines, and a loop is created in the waterline.
- **SEWER (CCN)/AVAILABILITY** – This area is in Belton's sewer CCN. Belton does not service any customers in this area with sewer. US 190/IH 14 frontage road and the vicinity of 190 Lane are serviceable by City sewer if a trunk line is extended at the proper elevations.
- **SOLID WASTE/BRUSH SERVICES** – Brush collection would need to be extended to all residents if annexed. These areas have narrow roads that will be difficult for the brush truck to work in while picking up brush and turning around.

**NUMBER OF HOUSES** – 62 single family homes; 0 mobile/modular units; 0 multi-family buildings (0 units each estimated); TOTAL DWELLING UNITS: 62

**ESTIMATED POPULATION** – 164

**AREA BUSINESSES:**

- NUMBER – 0
- BUSINESS NAMES/TYPES – N/A

**APPROXIMATE DISTANCE FROM CITY SERVICES:**

- FIRE/EMS – 3.9 Miles from closest Fire Station; Response Time: 6.10. Central Bell serves this area for Fire and Belton for EMS.
- POLICE/ANIMAL CONTROL/CODE ENFORCEMENT – 5 Miles to farthest point accessible by public roadway from Police Station; Police and Animal Control currently served by Bell County Sherriff. Code Enforcement Currently served by none. Bell County does not perform Code Enforcement Services, but no known issues here.

**THOROUGHFARE PLAN ISSUES:**

This area includes 190 Lane and Old Golf Course Road identified as minor collectors on the Thoroughfare Plan. 190 Lane requires a 60' ROW and is proposed to intersect with Mesquite Road west of Rocking M Lane, south of Auction Barn Road and north of Three Creeks Boulevard. Old Golf Course Road will require varying amounts of ROW when improved.

**CIP ISSUES:**

- Determination of extent of Wastewater extensions.
- Determination of extent of Water extensions.
- Determination of Street improvements.

**OTHER SIGNIFICANT ISSUES:**

- Timing of Three Creeks build out.
- Timing of Bell County Expo Center build out.
- Timing of BISD school development.



# Staff Report – City Council Agenda Item



## **Agenda Item #9A & 9B**

- A. Consider approval of a non-annexation Development Agreement in 2017 Annexation Study Area 4, including:

	PROPERTY OWNER(S)	PROPERTY ID
1	LOVORN, JAY	66293

- B. Consider an annexation ordinance on first reading instituting annexation proceedings in 2017 Annexation Study Area 4, approximately 4.348 acres located along Airdale Road, extending North of IH14/US190 approximately 400 feet.

## **Originating Department**

Administration – Sam A. Listi, City Manager

## **Summary Information**

Jay Lovorn has signed a 10-year Non-Annexation Development Agreement for his approximately 52 acres along and north of IH-14/US-190, and it is recommended for approval. A portion of the Lovorn property to the south is already located next to the highway and, if there was serious development interest in this 52 acre tract at this time, extending the city limits along Airdale Road to the north approximately 400' would be appropriate for consistent land use development. Currently, this remaining portion of Area 4, comprising 4.348 acres and 400' of Airdale Road, is outside the City, is not in Belton's CCN for water service, and is not subject to land use standards, zoning, and code enforcement regulations of the City. Since Mr. Lovorn has executed the Development Agreement, for the adjoining property, "squaring off" the city limits, and annexing this 4.348 acre tract, does not seem appropriate or important at this time.

## **Fiscal Impact**

N/A

## **Conclusion**

The Council may consider annexation of some or all of the 4.348 acre tract.

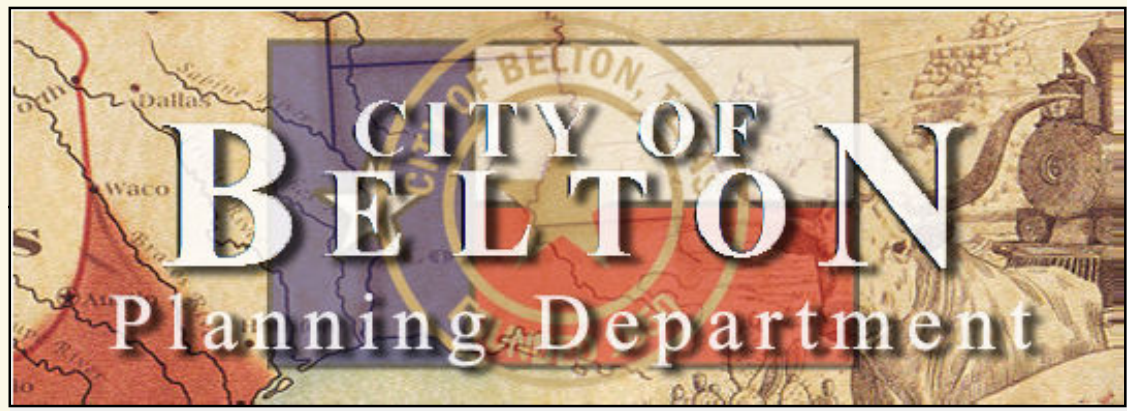
### **Recommendation**

Item 9A: Recommend approval of the Lovorn Non-Annexation Development Agreement and recordation in the Bell County Courthouse.

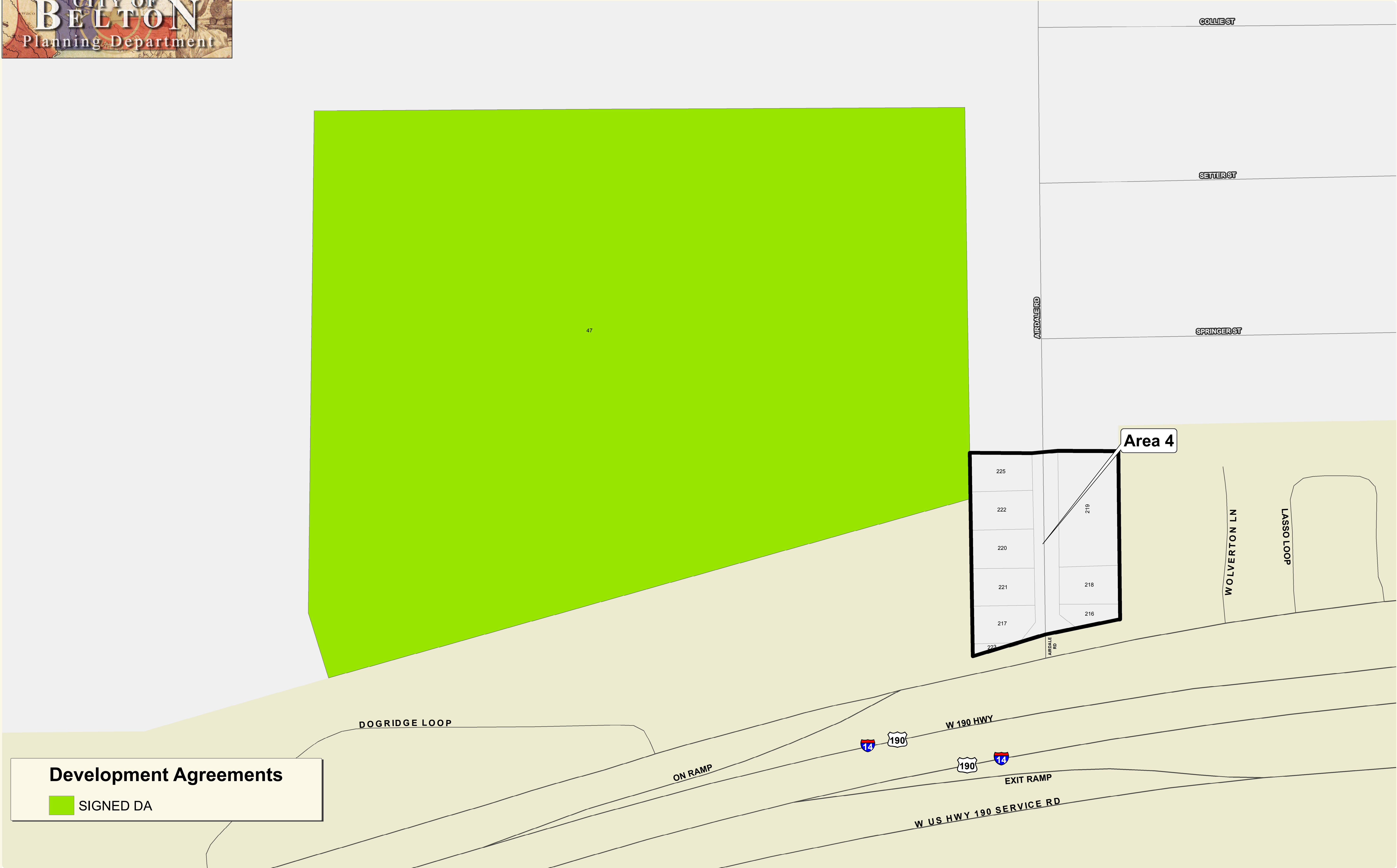
Item 9B: Recommend disapproval of the annexation of the remaining 4.348 acres.

### **Attachments**

Development Agreement Boundary Map/Possible Annexation Area  
Annexation Ordinance (4.348 acre tract) including Service Plan, Survey and Field Notes  
Area 4 Land Use Study



# Possible Annexation Area 4 - 4.348 Acres





**ORDINANCE NO. 2017-35**

**AN ORDINANCE EXTENDING THE MUNICIPAL AND CORPORATE LIMITS OF THE CITY OF BELTON, TEXAS, 4.348 ACRES LOCATED ALONG AIRDALE ROAD, EXTENDING NORTH OF IH-14/US190 APPROXIMATELY 400 FEET; MAKING FINDINGS OF FACTS; AND PROVIDING FOR RELATED MATTERS.**

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**WHEREAS**, the City of Belton (the "City") is a Texas home-rule municipal corporation;

**WHEREAS**, thirty (30) days or more prior to the date of the first public hearing required pursuant to §43.063, Tex. Loc. Gov't. Code, the City gave written notice of its intent to annex the property, as more particularly described hereinafter in this ordinance, to each property owner, according to the official records of Bell County, within the area proposed to be annexed, each public entity and private entity that provides services in the area, and each railroad company with right-of-way in the area;

**WHEREAS**, the property to be annexed contains fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract;

**WHEREAS**, the property to be annexed is contiguous with, adjacent to, and within one mile of the corporate limits of the City, and is not within the boundaries of any other city;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the Tex. Loc. Gov't Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City's exclusive jurisdiction is hereby extended to include all of the annexed area within the City limits and property within one mile of the annexed area within the City's extra-territorial jurisdiction; and

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Municipal Service Plan attached hereto as Exhibit "A," and to add the area immediately to its Capital Improvement Planning process.

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

**Section 1. Findings of Fact.** All of the above premises, findings and recitals of fact are found to be true and correct and are incorporated into the body of this ordinance as findings of fact, as if copied herein in their entirety. Further statements of facts hereinafter made in the ordinance are incorporated as findings of fact by the City Council.

- A. That Belton's City Manager has reviewed the proposed annexation and has determined that municipal services identified in the Service Plan are available for the area proposed for incorporation.
- B. That the City Manager has found the municipal services proposed will provide a comparable level of municipal services for properties with similar topography, land use, and population density to properties currently located within the Belton city limits.
- C. That the property shall be immediately added to the City's Capital Improvement Planning process.
- D. That the property is hereby temporarily zoned in accordance with the Agricultural zoning district.

**Section 2.** That under the authority and provisions of Article II, Section 5 of the Home Rule Charter of the City of Belton, Texas, and certain laws of the State of Texas, including, but not limited to, Chapter 43 of the Local Government Code, the boundaries and limits of the City of Belton, Texas, are hereby extended so as to annex and include within the corporate limits of the City of Belton, Texas, **4.348 ACRES LOCATED ALONG AIRDALE ROAD, EXTENDING NORTH OF IH-14/US190 APPROXIMATELY 400 FEET**, as shown on the map attached as Exhibit "B," and more particularly described by metes and bounds attached as Exhibit "C."

**Section 3.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the Annexed Property as part of the City of Belton.

**Section 4.** Upon first reading of this ordinance, the above described annexed area shall be a part of the City of Belton, Texas, and the jurisdiction of the City shall extend the extraterritorial jurisdiction of the City to create exclusive jurisdiction in all areas within one mile of the annexed area not within the legal jurisdiction of an existing City on the date of the first reading of this ordinance. The residents and property owners within the annexed area shall be entitled to all of the rights and privileges lawfully pertaining thereto as shown in the attached Service Plan, and shall be bound by the acts, ordinances, regulations and resolutions of said City.

**Section 5.** After publishing notices of public hearings in the Belton Journal and the Temple Daily Telegram on October 12, 2017 and October 19, 2017, and holding public hearings on October 24, 2017, and October 31, 2017, this ordinance is:

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas on the 21<sup>st</sup> day of November, 2017.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council of the City of Belton, Texas, held at the Harris Community Center, Belton, Texas, on the 28<sup>th</sup> day of November, 2017.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk



**EXHIBIT “A”  
AREA 4  
CITY OF BELTON  
MUNICIPAL SERVICES PLAN**

The area proposed for annexation consists of 4.348 acres, located along Airdale Road, extending north of IH-14/US 190 approximately 400 feet.

**Municipal Services to be Provided:** The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City’s Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City’s Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton’s extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of

hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies.
- (4) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners' association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within the certificated area of the Dog Ridge Water Supply Corporation. Water service, by Dog Ridge Water Supply Corporation will be subject to regulation by the City of Belton as it relates to development standards and design requirements in the City's subdivision regulations.

Wastewater Service/Collection. Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies, subject to pending sewer CCN proposal before the Public Utilities Commission. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners' association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in



the City with like topography, land use and population density as those found within the newly annexed areas.

2. Water/Wastewater Facilities. No capital improvements are planned in the Dog Ridge Water Supply Corporation CCN.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

3. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).



ANNEXATION STUDY 2017  
ANNEXATION AREA 4 - REVISED  
4.348 ACRES

LEWIS WALKER SURVEY, ABSTRACT 860  
FOR THE CITY OF BELTON, TEXAS.

1. TAX ID NO. 17B26 & 17B24  
PORTION OF LOT 15 & 16,  
TWIN LAKES ADDITION  
ARCADIA NEWS, INC.  
P. O. BOX 14  
KILLEEN, TEXAS 76540  
Vol. 3421, Pg. 544

2. TAX ID NO.  
104934-104936  
LOT 12, 13, & 14, BLOCK B  
TWIN LAKES ADDITION  
ELBERT SEITER  
1336 AIRDALE ROAD  
BELTON, TEXAS 76513  
Vol. 2134, Pg. 123

3. TAX ID NO. 56044  
LOT 11, BLOCK B  
TWIN LAKES ADDITION  
PABLO CRUZ PEREZ SR. &  
PABLO CRUZ PEREZ JR.  
123 SURGHR STREET  
BELTON, TEXAS 76513  
Doc. No. 2008-00020372

4. TAX ID NO. 40870  
LOT 7, 8, & 9, BLOCK 10  
TWIN LAKES ADDITION  
JESUS RIOS and MARIA  
REGUIERA RIOS  
1304 AIRDALE ROAD  
BELTON, TEXAS 76513  
Vol. 4405, Pg. 707

5. TAX ID NO. 74716  
LOT 10, BLOCK O  
TWIN LAKES ADDITION  
LAWRENCE H. NORTHMORE  
and MRS. ELLEN Y.  
NORTHMORE  
1335 AIRDALE ROAD  
BELTON, TEXAS 76513  
Vol. 2732, Pg. 563

6. TAX ID NO. 74717  
PORTION OF LOT 11, BLOCK 10  
TWIN LAKES ADDITION  
LAWRENCE H. NORTHMORE  
and MRS. ELLEN Y.  
NORTHMORE  
1335 AIRDALE ROAD  
BELTON, TEXAS 76513  
Vol. 2732, Pg. 566

TWIN LAKES ADDITION  
Cab. A, Sl. 245-D

LOT 6  
BLOCK 10

LOT 10  
BLOCK B

L1

L2

L3

REMAINDER OF  
CALLED 64 ACRES  
JAY LAVORN  
Vol. 1849, Pg. 303

4.348 ACRES  
OF LAND

CALLED 1.817 ACRES  
ROBERT CLINT WHITLEY  
Vol. 1655, Pg. 899

AIRDALE ROAD

S 16°24'43" W 441.51'

N 16°11'25" E 203.31'

N 16°06'20" E 330.49'

EXISTING CITY LIMITS  
N 87°04'03" W 348.01'

ORDINANCE NO.  
2002-49

U. S. HIGHWAY 190

ORDINANCE NO.  
2004-54

LINE	BEARING	DISTANCE
L1	S 72°37'52" E	163.05'
L2	S 78°11'19" E	68.05'
L3	S 72°46'32" E	158.76'

EXHIBIT "B"

NOTE - SHADED AREAS DENOTES PROPERTY THAT IS CURRENTLY INSIDE THE CITY LIMITS OF THE CITY OF BELTON, TEXAS.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

The information contained hereon was provided by the Tax Appraisal District of Bell County, Texas.

This sketch is to accompany a description of the herein shown 4.348 acre tract.



Scale: 1" = 100'  
Job No.: 170847  
Dwg No.:  
170847-AREA 4 REVISED  
Drawn by: SLW  
Surveyor: CCL #4636  
Copyright 2017 All County Surveying, Inc.

Plot Date: 11-14-2017

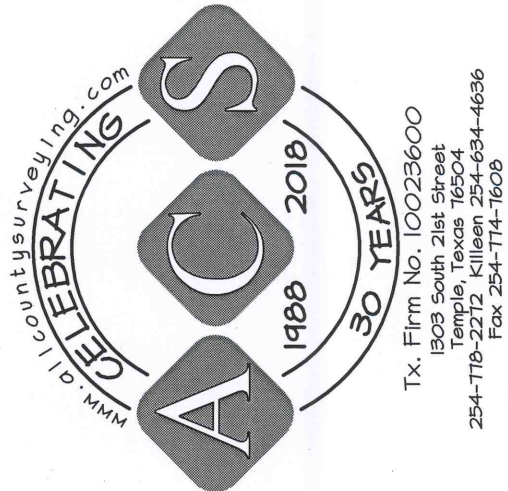




EXHIBIT "C"  
**ANNEXATION STUDY 2017**  
*ANNEXATION AREA 4 REVISED – 4.348 ACRES*  
*CITY OF BELTON, TEXAS*

1

**FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.**

November 15, 2017

Surveyor's Field Notes for:

**4.348 ACRES**, situated in the **LEWIS WALKER SURVEY, ABSTRACT 860**, Bell County, Texas, and embracing all of the following described tracts:

1. a portion of Lots 15 and 16, Block 8, Twin lakes Addition, an addition in Bell County, Texas, according to the plat of record in Cabinet A, Slide 295-D, Plat Records of Bell County, Texas, as conveyed to Arcade News, Inc. in Volume 3421, Page 544, Official Public Records of Real Property, Bell County, Texas,
2. Lots 12, 13, and 14, Block 8, said Twin Lakes Addition, as conveyed to Elbert Seiter in Volume 2134, Page 723, Deed Records of Bell County, Texas,
3. Lot 11, Block 8, said Twin Lakes Addition, as conveyed to Pablo Cruz Perez, Sr. and Pablo Cruz Perez, Jr. in Document No. 2008-00020372, Official Public Records of Real Property, Bell County, Texas,
4. Lots 7, 8, and 9, Block 10, said Twin Lakes Addition, as conveyed to Jesus Rios and Maria Requera Rios in Volume 4405, Page 707, Official Public Records of Real Property, Bell County, Texas,
5. Lot 10, Block 10, said Twin Lakes Addition, as conveyed to Lawrence H. Northmore and wife, Ellen Y. Northmore in Volume 2732, Page 563, Official Public Records of Real Property, Bell County, Texas, and
6. A portion of Lot 11, Block 10, said Twin Lakes Addition, as conveyed to Lawrence H. Northmore and wife, Ellen Y. Northmore in Volume 2732, Pg. 566, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found (Texas State Plane, Texas Central Zone, NAD83 (Grid Coordinate) N: 10,359,027.38, E: 3,180,686.54) at the southeast corner of said portion of Lot 11, Block 10, being on the north line of U. S. Highway 190, at the southwest corner of a called 1.817 Acre tract conveyed to Robert Clint Whitley in Volume 1655, Page 899, Deed Records of Bell County, Texas, being on the west end of a tract annexed into the City of Belton per Ordinance No. 2002-49 and the northeast corner of another tract annexed into the City of Belton per Ordinance No. 2004-54, for the southeast corner of the herein described tract;

**THENCE**, in a westerly direction, with the north line of said U. S. Highway 190, same with the north line of said Ordinance No. 2004-54 tract, **N 87° 04' 03" W – 398.01'**, to a calculated point at the southwest corner of a portion of said Lot 15 and 16, Block 8;



**ANNEXATION STUDY 2017**  
**ANNEXATION AREA 4 REVISED – 4.348 ACRES**  
**CITY OF BELTON, TEXAS**

2

**THENCE**, in a northerly direction, with the west line of said Block 8, Twin Lakes Addition, **N 16° 06' 20" E – 330.49'**, a calculated point, being the northernmost northeast corner of said Ordinance No. 2004-54 tract, and continuing with the west line of said Block 8, **N 16° 11' 25" E – 203.31'**, to a calculated point at the northwest corner of said Lot 11, Block 8, for the northwest corner of the herein described tract;

**THENCE**, in an easterly direction, with the south line of Lot 10, Block 8, **S 72° 37' 52" E – 163.05'**, to a calculated point on the west line of Airdale Road;

**THENCE**, continuing in said easterly direction, crossing over said Airdale Road, **S 78° 11' 19" E – 68.05'**, to a calculated point at the northwest corner of said Lot 7, Block 10, same being the southwest corner of Lot 6, Block 10;

**THENCE**, continuing in said easterly direction, with the south line of said Lot 6, **S 72° 46' 32" E – 158.76'**, to a calculated point on the west line of said 1.817 Acre Whitley tract;

**THENCE**, in a southerly direction, with the west line of said Whitley 1.817 Acre tract, same with the west line of said Ordinance No. 2002-49 tract, **S 16° 24' 43" W – 441.51'**, to the **POINT OF BEGINNING** and containing 4.348 Acres of Land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

The information contained herein was provided by the Tax Appraisal District of Bell County, Texas.

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

This metes and bounds description to accompany a Surveyor's Sketch of the herein described 4.348 Acre tract.

**ALL COUNTY SURVEYING, INC.**

**1-800-749-PLAT**

**Tx. Firm Lic. No. 10023600**

server/projects/pro170000/170800/170847/170847-AREA 4 REVISED.doc



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

## **ANNEXATION STUDY: TRACT BY TRACT ANALYSIS AREA #4**

**LOCATION/GENERAL DESCRIPTION OF LAND** – Area 4 contains approximately 55 acres, and is located generally north of US 190 (IH-14), west of Boxer Road, northwest of the intersection of US 190/Airdale Road, and along both sides of Airdale Road south of Springer Street.

**OWNERSHIP/LAND USE** – Residential, small businesses, outside storage, vacant.

### **INFRASTRUCTURE/UTILITIES:**

- **STREET CONDITION - PUBLIC/PRIVATE (Name/Condition):**
  - Street Condition – Airdale is in fair condition, but will need attention. Airdale will be required to be maintained by the City since it is a public street.
  - Street Lighting – There are no street lights along Airdale. There is minimal street lighting on US190/IH-14 Service Road west of Airdale. Any requested street lights in City ROW would be Oncor's light with the City's responsibility to pay for electricity.
  - Street Signage – There are very few street signs, but all will need to be converted to City signs maintained by the City.
- **DRAINAGE ISSUES** – Drainage along Airdale is carried in drainage ditches and culverts, which are undersized and some are clogged or collapsed.
- **ELECTRICITY/CABLE/GAS (If known)** – Electric is available in the back of the lots off of Airdale. Electric is also available along the frontage of the US190/IH14 Service Road. AT&T has service lines along Airdale.
- **WATER (CCN)/AVAILABILITY** – The area is in DRWSC's CCN. Much of the eastern part of the area could be served by Belton's existing 820 pressure plane with properly sized water line extensions. The westernmost part of the area may be served by the 820 pressure plane, but models indicate it could be in the 900 pressure plane, which may require an elevated storage tank and booster pump station.
- **SEWER (CCN)/AVAILABILITY** – This area is in Belton's sewer CCN. The sewer in Sendero Estates was oversized to capture the area west of Sendero Estates, but a detailed/engineering study of the area will be required to determine which parts of the area can flow to this new gravity sewer located to the east.
- **SOLID WASTE/BRUSH SERVICES** – Brush collection would need to be extended to all residents. No issues with extension of services.

**NUMBER OF HOUSES** – 7 single family homes; 0 mobile/modular units; 0 multi-family buildings (0 units each estimated); **TOTAL DWELLING UNITS:** 7

**ESTIMATED POPULATION** – 18

### **AREA BUSINESSES:**

- **NUMBER** – 2
- **BUSINESS NAMES/TYPES** – Arcade News, Inc., Seiter's Welding

### **APPROXIMATE DISTANCE FROM CITY SERVICES:**

- **FIRE/EMS** – 4.3 Miles from closest Fire Station; Response Time: 6.24 mins. Central Bell serves this area for Fire and Belton for EMS.

- POLICE/ANIMAL CONTROL/CODE ENFORCEMENT – 4.1 Miles to farthest point accessible by public roadway from Police Station; Police and Animal Control currently served by Bell County Sherriff. Code Enforcement currently served by none, but there are some code violations needing attention. Bell County does not perform Code Enforcement Services.

#### **THOROUGHFARE PLAN ISSUES:**

This area does not contain any future roadways on the Thoroughfare Plan. The Lake to Lake Road is proposed to the east following an alignment of FM 1670, Boxer Road, Wheat Road and FM 2271.

#### **CIP ISSUES:**

- Determination of Water extension.
- Determination of Wastewater extension.

#### **OTHER SIGNIFICANT ISSUES:**

- US 190/IH 14.
- Timing of Sendero Estates build out.
- Lake to Lake Road Project.



# Staff Report – City Council Agenda Item



## Agenda Item #10

Hold a public hearing and consider an addition to Chapter 23 as Article II, Division 5, Fats, Oils, Grease and Grit Program, of the Code of Ordinances regarding the City's protection and management of the public sanitary sewer system.

### Originating Department

Public Works – Angellia Points, Director of Public Works/City Engineer

### Summary Information

When not disposed of properly, fats, oils and greases (FOG) build up in the sewer system constricting flow, which can cause sewer to back-up into homes and businesses and can even cause overflow discharges onto streets. It can also interfere with the wastewater treatment process, potentially causing pollutants to reach the Leon River. FOG buildup in sewer lines has many harmful and costly effects. The City has a regimented sewer washing routine to prevent sewer back-ups caused by FOG. Sewer crews increase washing frequencies in retail areas around the Thanksgiving and Christmas holidays, due to the increased food production and FOG generation.

Grit is also a concern, not only for the sanitary sewer system, but also the stormwater system. Grit can also build up in sewer systems, causing back-ups. Operations, like car washing businesses, can cause oils and grit to enter the sanitary or storm sewers.

Hair from salons and animal grooming facilities also cause back-ups in the sewer system. Similar to FOG and grit, hair traps may be needed to prevent clogging of the sewer lines.

Currently, there are no requirements for grease, grit, or hair traps in the City of Belton. Therefore, enforcement and control is very difficult, if not impossible. Many cities develop FOG programs to require grease, grit, and/or hair traps, to regulate trap sizes, to monitor cleaning and cleaning frequencies, and to be able to provide enforcement if illicit discharges occur into the public sewer system.

We are recommending a FOG program for non-residential waste generators, such as restaurants, car washes, vehicle repair shops, salons, etc. During the development review phase for these types of establishments, a grease, grit, and/or hair trap is proposed by the developer's engineer. However, the City cannot ensure the trap is the correct size or if the trap is even used, unless standards are established.

The proposed ordinance would add a section to Chapter 23, Article II, as Division 5, "Fats, Oils, Grease and Grit Program." The program is commonly known as the FOG Program.

The proposed ordinance includes the following requirements:

1. Section 23-74 Applicability and Purpose
  - a. Ordinance applies to all non-residential users of the City's sanitary sewer system and transporters of grease or grit waste.
  - b. Grease, grit, and hair traps are not required for residential users.
  - c. No user may allow the discharge of any fats, oils, greases, grit, or hair into the sewer system or environment.
2. Section 23-75 Definitions
  - a. Defines fats, oils, grease, hair and grit, grease and grit trap waste, and generators to name a few.
3. Section 23-76 Installation, Maintenance and Manifest Requirements.
  - a. Requires all new, remodeled/expanded, or existing generators of grease, hair, and/or grit to install and operate a trap.
  - b. All traps shall be inspected prior to issuance of a certificate of occupancy.
  - c. Sizing shall be the Uniform Plumbing Code Formula (attached).
  - d. Minimum sizing of grit traps for car washes are stated.
  - e. New or existing facility that do not have properly installed traps shall do so within a maximum of 365 days.
  - f. Existing facilities at the time of this ordinance adoption only: Smaller sized traps may be allowed. However, smaller-sized traps will required more frequent cleaning cycles. The shortest cleaning cycle allowed will be every 30 days, if approved by the City. This provision does not obligate the City to allow for traps smaller than the required size.
  - g. Cleaning and Maintenance
    - i. Waste to be properly disposed of according to TCEQ.
    - ii. Provisions for self-cleaning operations.
    - iii. Grease traps are to be cleaned a minimum of every 90 days, unless otherwise approved. Grit traps are to be cleaned a minimum of every 180 days, unless otherwise approved. Hair traps are to be cleaned a minimum of every 30 days. Hair waste can be disposed of in the generator's trash can. See above for cleaning frequency of smaller sized units that are approved by the City.
    - iv. In no case shall the cleaning frequency extend beyond once per year.
    - v. Discharge limits are set.
  - h. Alternative Treatment
    - i. Bioremediation is allowed, if approved.
    - ii. Alternative treatment does not include the use of a cleaner, solvent or emulsifier to allow the FOG, hair, or grit to pass into the sewer system.
  - i. Manifest Requirements
    - i. Each pump-out of a trap must be accompanied by a manifest.
    - ii. A copy of the manifest must be given to the City within 10 days.
4. Section 23-77 Enforcement and Penalties
  - a. City has the authority to enter the property to inspect the traps.

- b. A violation of any provisions of this ordinance will result in a Class C Misdemeanor in addition to fines not exceeding \$2,000.00.
  - c. City may terminate water services due to non-compliance.
  - d. If the City determines the generator caused a blockage of the City's sewer system, the generator will owe similar civil penalties for each offense, and the City may terminate water services due to non-compliance.
5. Section 23-78 through 79 Reserved

The following cities also have similar FOG and Grit Trap programs: City of Temple, City of Killeen, City of Harker Heights, City of Round Rock, City of Georgetown, and City of Waco.

We recommend the proposed addition of the FOG Program in order to equip us with adequate tools to manage and protect the City's sewer system.

### **Fiscal Impact**

None.

### **Recommendation**

Recommend approval of the new Fats, Oils, Grease and Grit Program to Chapter 23, Article II, as Division 5 of the Code of Ordinances regarding the City's management and protection of the public sanitary sewer system.

### **Attachments**

Ordinance  
Grease Trap Size Worksheet



## ORDINANCE NO. 2017-36

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES ESTABLISHING UNIFORM RULES AND REGULATIONS GOVERNING THE DISCHARGE OF FATS, OILS, GREASE AND GRIT INTO THE CITY OF BELTON'S SANITARY SEWER SYSTEM; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SERVERABILTY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

---

WHEREAS, the sanitary sewer system is a valuable and critical public resource that has required, and will continue to require, substantial investment by the City of Belton ("City"); and

WHEREAS, the City desires to structure and implement a fair and orderly process for fats, oils, grease and grit to protect the city's sanitary sewer system; and

WHEREAS, the City seeks to protect the public sanitary sewer system from contamination or pollution due to contaminants or pollutants from grease or grit traps, and;

WHEREAS, the City seeks to protect the surface water quality and public sanitary sewer system and from blockages, obstructions and sanitary sewer overflows caused by the accumulation of fats, oils, grease and grit discharged into the sanitary sewer system; and

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

**The City of Belton City Council hereby adopts a Fats, Oils, Grease and Grit Program for the City of Belton.**

**PART 1:** Chapter 23 "Utilities," Article II, Division 5. "Fats, Oils, Grease and Grit Program," of the Code of Ordinances of the City of Belton, Texas, is hereby added to read as follows:

### Division 5 - FATS, OILS, GREASE AND GRIT PROGRAM

#### Section 23-74 - Applicability and Purpose.

- (a) The purpose of this ordinance is to aid in the prevention of sanitary sewer blockages, obstructions and sanitary sewer overflows caused by the accumulation of fats, oils, grease, grit and hair discharged into the sanitary sewer system.
- (b) This ordinance shall apply to all non-residential users of the City of Belton's sanitary sewer system and transporters of grease or grit trap waste.
- (c) Grease, grit or hair traps shall not be required for residential users.
- (d) Facilities generating fats, oils or greases as a result of food manufacturing, processing, preparation, or food service shall install, use and maintain

- appropriate grease traps as required in this ordinance.
- (e) Facilities generating oil and grease wastes and inorganic solids generated by commercial, industrial, automotive or heavy machinery repair and/or washing shall install, use and maintain appropriate grit traps as required in this ordinance.
  - (f) Facilities generating hair waste shall install, use and maintain appropriate hair traps as required by this ordinance.
  - (g) No user may intentionally or unintentionally allow the direct or indirect discharge of any automotive oil, petroleum oil, non-biodegradable cutting oil, mineral oil, organic or inorganic substances, or any fats, oils or greases of animal or vegetable origin into the sanitary sewer system, drainage system, or the environment.

#### Section 23-75 - Definitions.

Act - Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, *et. seq.*

Biochemical Oxygen Demand (BOD) - amount of dissolved oxygen that must be present in water in order for microorganisms to decompose the organic matter in the water.

City - the City of Belton, City of Belton Public Works Department or a designated representative.

Chemical Oxygen Demand (COD) - a measure of the capacity of water to consume oxygen during the decomposition of organic matter and the oxidation of inorganic chemicals.

EPA - the United States Environmental Protection Agency.

Fats, oils, and greases (FOG) - organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measureable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases."

Generator - any person who owns or operates a grease, grit or hair trap, or whose act or process produces grease, grit or hair trap waste.

Grease trap - device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and grease prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system.

Grease trap waste - material collected in and from a grease trap in the sanitary sewer service line of a commercial, institutional, or industrial food service or processing establishment, including the solids resulting from de-watering processes.

Grit trap - device utilized by commercial or industrial generators of liquid waste to intercept, collect and restrict the passage of petroleum-based oil and grease waste and inorganic or other solids in the sanitary sewer collection system.

Grit trap waste - oil and grease wastes and/or inorganic solids generated by commercial, industrial, automotive or heavy machinery repair and/or washing facilities.

Hair trap - device designed to intercept, collect and restrict the passage of hair into the sanitary sewer collection system.

Hair trap waste - hair generated by grooming establishments, either human or animal.

Indirect discharge or discharge - the introduction of pollutants into the City of Belton's sanitary sewer system from any non-domestic source.

Interference - a discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the City of Belton's sanitary sewer system, its treatment processes, operations, its sludge processed, use or disposal or is a cause of a violation of the city's TPDES permit.

pH - the measure of the relative acidity or alkalinity of water.

Publicly Owned Treatment Works (POTW) - a treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW treatment plant. The term also means the municipality as defined in section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For purposes of this ordinance, the terms "sanitary sewer system" and "POTW" may be used interchangeably.

Receiving facility - a facility having written authorization by permit or registration issued by TCEQ to receive wastes as defined in 30 TAC 312.143.

Texas Commission on Environmental Quality (TCEQ) - the environmental agency of the State of Texas.

Transporter - a person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 TAC 312.142.

Total Suspended Solids (TSS) - the value of the test for Total Suspended Solids, as described in the latest editions of "Standard Methods for the Examination of Water & Wastewater."

User - any person, including those located outside of the jurisdictional limits of the city, which contributes causes or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

## Section 23-76 - Installation, Maintenance and Manifest Requirements.

### (a) Installations

- (1) Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grease trap in accordance with this ordinance, locally adopted plumbing codes or other applicable ordinances. Grease traps shall be installed and inspected prior to issuance of a certificate of occupancy. If any grease trap at an existing facility is found to be inadequate or not installed based upon this ordinance, the existing facility will be required to design, install, operate and maintain a grease trap in accordance with this ordinance, locally adopted plumbing codes or other applicable ordinances.
- (2) Commercial service or manufacturing facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated, or existing facilities changing ownership that generate automotive oil, grease, sand, wash water or other substances that will interfere with the sanitary sewer system shall be required to design, install, operate and maintain a grit trap in accordance with this ordinance, locally adopted plumbing codes or



other applicable ordinances. Grit traps shall be installed and inspected prior to issuance of a certificate of occupancy. If any grit trap at an existing facility is found to be inadequate or not installed based upon this ordinance, the existing facility will be required to design, install, operate and maintain a grease trap in accordance with this ordinance, locally adopted plumbing codes or other applicable ordinances.

- (3) Hair or grooming establishments, either human or animal, which are newly proposed or constructed, or existing facilities which will be expanded or renovated, or existing facilities changing ownership that generate hair clippings will be required to design, install, operate and maintain a hair trap in accordance with this ordinance, locally adopted plumbing codes or other applicable ordinances.
- (4) Sampling ports may be required to be installed on grease and grit traps at the discretion of the City of Belton Public Works Department on a case by case basis.
- (5) Trap capacity sizing criteria. Notwithstanding any conflict found in this ordinance, the locally adopted plumbing codes or other applicable ordinances.
  - (a) Grease traps shall be sized in accordance with minimum criteria from the Grease Interceptor Sizing Worksheet from The Uniform Plumbing Code Formula.
  - (b) Grit traps for car washes shall install a minimum capacity of 1000 gallons for the first bay, with an additional 500 gallons of capacity for each additional bay. Grit traps for all other applicable facilities shall install a minimum capacity of 50 gallons for the first 100 square feet of area to be drained plus 7.5 gallons for each additional 100 square foot of area to be drained.
  - (c) Hair traps for wash sinks must be installed on each sink or a larger trap may be used at the end of the line of the wash sinks. Hair or grooming establishments that have floor drains must install a hair trap on all floor drains.
  - (d) The city may adjust final trap sizes as needed to protect the sanitary sewer system.

(6) New or existing facilities that do not have a properly installed trap in accordance with this ordinance, shall have one hundred eighty (180) days to have the proper device installed and to be in compliance with this ordinance. The city may extend this time period but it shall not exceed three hundred sixty five (365) days.

- (7) Existing facilities at the time of this ordinance adoption only: Smaller sized traps may be allowed, with City-approval. However, smaller-sized traps will required more frequent cleaning cycles. The shortest cleaning cycle allowed will be every 30 days, if approved by the City. This provision does not obligate the City to allow for traps smaller than the required size. Existing facilities that apply to this provision are still obligated to follow all other requirements of this ordinance, including penalties.

(b) Cleaning and Maintenance

- (1) All grease and grit trap waste shall be properly disposed of at a facility in accordance with EPA, TCEQ or local regulations.
- (2) All traps shall be maintained in an efficient operating condition at all times.
- (3) Each grease and grit trap pumped shall be fully evacuated unless the trap

volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period.

(4) Grease trap self-cleaning operators must submit a self-cleaning request letter to the City of Belton Public Works Department for approval annually. Grit traps will not be allowed to be self-cleaned. The request letter shall include the following information:

- (a) business name and street address;
- (b) grease trap operator name, title, and phone number;
- (c) description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease or grit trap; and
- (d) signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.

(5) Grease trap self-cleaning operators must meet the following criteria:

- (a) the grease trap must be located inside of the building;
- (b) the grease trap is no more than fifty (50) gallons in liquid/operating capacity;
- (c) proper on-site material disposal methods are implemented;
- (d) grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and
- (e) detailed records of these activities are maintained.

(6) Self-cleaning operators must keep a maintenance log that indicates, at a minimum, the following information:

- (a) date the grease trap was serviced;
- (b) name of the person or company servicing the grease trap;
- (c) waste disposal method used;
- (d) gallons of grease removed and disposed of; and
- (e) signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap was thoroughly cleaned, and that all parts are in operable condition or were replaced.

(7) Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines, removal from the self-cleaner program and possible termination of water services.

(8) Grease and grit traps shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the trap; to ensure the discharge is in compliance with local discharge limits; and to ensure no visible grease or grit is observed in the discharge.

(9) Grease traps subject to these standards shall be completely evacuated a minimum of every ninety (90) days and grit traps subject to these standards shall be completely evacuated a minimum of every one hundred eighty (180) days or more frequently when:

- (a) twenty-five (25) percent or more of the wetted height of the trap, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediments, grit, oils or greases;
- (b) the discharge exceeds;
  - (1) BOD of 800 mg/l;
  - (2) COD of 5300 mg/l;
  - (3) TSS of 800 mg/l;
  - (4) Oil and grease of 96 mg/l;
  - (5) pH of 9 but no less than 6;

(6) Water temperature of 104F (40C); and

(c) history of non-compliance.

(10) Any person who owns or operates a grease or grit trap may submit to the City of Belton Public Works Department a request in writing for an exception to the ninety (90) day grease trap and one hundred eighty (180) day grit trap pumping frequency requirement. The City of Belton Public Works Department may grant an extension for required cleaning frequency on a case-by-case basis when:

(a) the generator has demonstrated the specific trap will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge limits such as BOD, TSS, FOG or other parameters as determined by the City of Belton Public Works Department; or

(b) less than twenty-five (25) percent of the wetted height of the trap, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediments, grit, oils or greases.

(11) In any event, a grease or grit trap shall be fully evacuated, cleaned, and inspected at least once every three hundred sixty five (365) days. The expense of these services are the responsibility of the generator.

(12) Hair traps are permitted to be self-cleaned by the generator. Hair traps must be cleaned out at least once every thirty (30) days or more often as needed. The hair waste is allowed to be disposed of in the generator's trash.

(c) Alternative Treatment

(1) Alternative Treatment does not include to use of a cleaner, solvent or emulsifier to allow the FOG and grit to pass into the sewer system. A person commits an offense if the person introduces, or causes, permits, or suffers the introduction of any cleaner, solvent or emulsifier into a grease or grit trap. Cleaners, solvents and emulsifiers are materials which allow the grease and grit to pass from the trap into the sanitary sewer system and include but are not limited to enzymes, soap, diesel, kerosene, terpene, and other solvents.

(2) Bioremediation media may be used, for a grease trap, with the City of Belton's Public Works Department approval if the generator has proved to the satisfaction of the city that laboratory testing which is appropriate for the type of trap to be used, has verified that:

(a) the media is a pure live bacterial product which is not inactivated by the use of domestic or commercial disinfectants and detergents, strong alkalis, acids, and/or water temperatures of 104F (40C);

(b) the use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer;

(c) the use of the bioremediation media does not cause foaming in the sanitary sewer system; and

(d) the BOD, COD, TSS, oil and grease, pH, and water temperature discharged to the sanitary sewer after use of the media does not exceed the previous stated limits in Section 23-76, (9) (b).

(3) All testing designed to satisfy the criteria set forth shall be scientifically sound and statistically valid. All tests to BOD, COD, TSS, oil and grease, pH, and water temperature shall use appropriate tests which have been approved by the EPA and TCEQ and which are defined in Title 40, Code of Federal Regulations, Part 136 or Title 30 TAC 319.11. Testing shall be at the

expense of the generator and records must be open to inspection by the city at all times and shall meet the city's approval.

(d) Manifest/Log Book Requirements

- (1) Each pump-out of a grease or grit trap must be accompanied by a manifest to be used for record keeping purposes.
- (2) The manifest shall include:
  - (a) name, address, telephone, and TCEQ registration number of transporter;
  - (b) name, signature(s), address, and phone number of the person(s) who generated the waste and the date collected;
  - (c) type and amount(s) of waste collected or transported;
  - (d) name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
  - (e) date and place where the waste was deposited;
  - (f) identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
  - (g) name and signature of facility on-site representative acknowledging receipt of the waste and the amount of the waste received;
  - (h) the volume of the waste received; and
  - (i) a consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease or grit transported.
- (3) A copy of the manifest must be turned in to the City of Belton Public Works Department within ten (10) days of the pump-out.
- (4) Copies of the manifest must be kept onsite by the generator and shall be retained for three (3) years and be readily available for review by the City of Belton Public Works Department.
- (5) Hair trap generators must keep a log book onsite with dates and times the hair trap(s) were cleaned. The log book must be kept onsite by the generator, shall be retained for three (3) years, and be readily available for review by the City of Belton Public Works Department.

Section 23-77 - Enforcement and Penalties.

- (a) The City of Belton or a designated representative shall have the authority to enter the property or premises of a generator to inspect the grease, grit or hair trap or any applicable devices at any time without notification to the generator.
- (b) A violation of any provisions of this ordinance will result in a Class C Misdemeanor in addition to fines not exceeding two thousand dollars (\$2,000).
- (c) At any time, the City of Belton may terminate water services due to non-compliance of this ordinance.

Section 23-78 - 23-79 – Reserved.

**PART 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

**PART 3:** It is hereby declared to be the intention of the City Council that if any sections, paragraphs, sentences, clauses and phrases of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences,



paragraphs and sections of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

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

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

**PASSED AND APPROVED** on this the 21<sup>st</sup> day of November, 2017.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk

# Grease Interceptor Sizing Worksheet

The Uniform Plumbing Code Formula

<b>Company</b>			<b>Calculated By</b>			<b>Date</b>	
<b>Project</b>			<b>Location</b>				

Follow these six simple steps to determine grease interceptor size.

Enter Calculations Here >	No of Meals Per Peak Hours	Waste Flow Rate	Retention Time	Storage Factor	Calculated Interceptor Size	Grease Interceptor
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6

1	<b>Number of Meals Per Peak Hour (Recommended Formula):</b> Seating Capacity <input type="text"/> X Meal Factor <input type="text"/> = Meals per Peak Hour <input type="text"/>	<b>Notes:</b>
	<b>Establishment Type:</b> Fast Food (45 min) Restaurant (60 min) Leisure Dining (90 min) Dinner Club (120 min)	
2	<b>Waste Flow Rate:</b> <b>Condition</b> With a Dishwashing Machine Without a Dishwashing Machine Single Service Kitchen Food Waste Disposer Only	<b>Flow Rate</b> 6 Gallons 5 Gallons 2 Gallons 1 Gallon
	<b>Notes:</b>	
3	<b>Retention Time</b> Commercial Kitchen Waste Dishwasher Single Service Kitchen Single Serving	<b>Notes:</b>
	<b>Notes:</b>	
4	<b>Storage Factor</b> <b>Kitchen Type</b> Fully Equipped Commercial Hours of Operation 8 Hours 12 Hours 16 Hours 24 Hours Single Service Kitchen	<b>Storage Factor</b> 1.00 1.50 2.00 3.00 1.50
	<b>Notes:</b>	
5	<b>Calculate Liquid Capacity</b> Multiply the values obtained from step 1, 2, 3 and 4. The result is the approximate grease interceptor size for this application	<b>Notes:</b>
6	<b>Select Grease Interceptor</b> Using the approximate required liquid capacity from step 5, select an appropriate size as recommended by the manufacturer.	<b>Notes:</b>

# Fats, Oils, Grease and Grit Program

City Council

November 21, 2017



# Purpose of the FOG Ordinance

- Protect the City's sewer infrastructure
- Reduce risk of sewer overflows in the street and back-ups into businesses and homes
- Maintain/reduce sewer washing operations
- Work with businesses to ensure compliance



# FOG Program Summary

## Who?

- Applies to all new & existing non-residential generators of FOG & transporters of grease and grit waste

## Grease/Grit Trap Sizing

- Uniform Plumbing Code Formula; Minimum sizing requirements for car washes
- Will allow for self-cleaners and alternative treatments
- Staff will work with existing business to allow smaller sized units, but more frequency cleaning cycles may be required

## Cleaning Frequency

- Grease Traps: Every 90 days, Grit Traps: Every 180 days, Exceptions can be made to allow for extensions in cleaning frequencies up to once per year; Waste manifest to City within 10 days of cleaning

## Enforcement

- City Inspections (Environmental Specialist Technician)
- A violation of any provisions of this ordinance will result in a Class C Misdemeanor

# How does this affect existing businesses?

- Existing businesses which are “waste generators” will need some sort of grease/grit/hair traps.
  - Typical locations for these types of traps: Restaurants, pet grooming facilities, hair salons, car washes, automotive or heavy machinery repair, etc.
- Staff will work with them on accommodating smaller units with more frequent cleaning cycles.
- Up to 365 days to come into compliance.
- Public education, flyers, notifications, letters, site visits

**Recommendation: Conduct a public hearing and approve the ordinance.**



# Staff Report – City Council Agenda Item



## Agenda Item #11

Hold a public hearing and consider the following:

- A. An addition to Chapter 23 as Article IX, Water Cross Connection Control Program, of the Code of Ordinances regarding the City's protection of the public water system; and
- B. Amending Chapter 23 as Article VIII, Installation of Irrigation Systems, of the Code of Ordinances regarding the City's protection of the public water system.

### Originating Department

Public Works – Angellia Points, Director of Public Works/City Engineer

### Summary Information

#### *Item A. New Cross Connection Program*

Backflow is the undesirable reverse flow of non-potable (non-drinkable) water or other substances that can contaminate the drinking or public water system due to a cross connection in the piping. Preventing backflows is crucial to protecting drinking water quality. In fact, the TCEQ requires water suppliers, like the City of Belton, to manage backflows and cross connections to protect the public water system. Cities often implement a cross connection control, or backflow, program in order to require the correct type of backflow device(s) for each specific use, oversee and manage the maintenance of the backflow devices, and provide the required reporting to the TCEQ.

The City currently has an abbreviated cross connection control program listed under Chapter 23, Article VIII, which pertains only to installation of irrigation systems. However, a cross connection program needs to include all water connections, not only irrigation systems. Therefore, we have developed a comprehensive backflow program for all connections into the City's water supply system.

The proposed ordinance would add a section to Chapter 23, as Article IX, "Water Cross Connection Control Program." The program is commonly known as the Backflow Program. The proposed ordinance includes the following requirements:

- 1. Section 23-339 Purpose: Purpose of the ordinance is to protect the City's potable water system from possible contamination or pollution from a customer's water connection.
- 2. Section 23-340 Applicability: The ordinance applies to all connections to the City's potable water system.
- 3. Section 23-341 Definitions
- 4. Section 23-342 City of Belton Public Works Department

- a. The City (water supplier) is responsible for enforcing the requirements of this policy.
  - b. The City determines the degree of hazard, and if a backflow prevention assembly is required, it is to be installed at the customer's expense.
  - c. TCEQ requires the City to require certified testing reports for all devices.
  - d. City may refuse to initiate water service or discontinue present water service to any customer if a potential hazard exists and/or adequate protection has not been provided or reported.
  - e. For accountability of the certified testers, the City has the authority to revoke tester registration. There is an appeal provision for testers.
5. Section 23-343 Responsibilities of customers
- a. Each customer has a duty to prevent contaminants from entering into the City's water system. This duty begins at the point of delivery and includes the customer's entire internal water system.
  - b. Customer consents to allow City personnel access to the property for inspection purposes.
  - c. Each customer, at the customer's expense, shall install, operate, maintain and test backflow prevention assemblies. Customer is responsible for reporting to the City.
  - d. **All backflow prevention assemblies shall be tested by a certified tester upon installation, repair, alteration, relocation, annually and prior to being placed into service.**
6. Section 23-344 Certified backflow prevention assembly testers
- a. Testers must be certified by the State, and each tester must be registered with the City. Registrations are valid for 1 year.
  - b. Testers must submit their gauge information and calibration reports annually.
7. Section 23-345 Backflow prevention assembly installation; permit required
- a. Plumbing permits must be obtained prior to installing, replacing, modifying, or relocating an existing backflow device.
  - b. No bypass piping of a backflow device is allowed unless an equal backflow prevention assembly is installed on the bypass.
8. Section 23-346 General requirements
- a. It is unlawful for a person to make a connection from the City water system to a customer's system where an actual or potential contamination hazard to the City water system exists.
  - b. Overhead bulk water dispensing stations must be provided with a proper air gap between the filling outlet hose and the receiving tank to protect against backsiphonage and cross-contamination or a properly installed RPBA.
  - c. **This policy shall not apply at any residence or facility where there is no actual or potential contamination hazard as determined by the City.**
9. Section 23-347 Types of backflow prevention required
- a. See attached ordinance that lists the types of backflow assemblies required for the specific premise, activity, or possible cross connection.
  - b. The selection of an appropriate backflow prevention assembly depends upon the degree of hazard involved.

- c. Any person connecting any part of a vehicle or other container to the City water system shall utilize an air gap method or permanently install an approved backflow prevention assembly on the vehicle or container and shall have the assembly tested in accordance with this policy prior to connecting to the City water system.
- 10. Section 23-348 New facilities
  - a. All new facilities are required to comply with the requirements of this policy.
  - b. All plumbing layouts or building plans submitted to the City of Belton's Planning Department shall be reviewed to assure compliance with the requirements of this policy and the plumbing code.
- 11. Section 23-349 Existing facilities: All existing facilities must come into compliance with this policy within 90 calendar days or if approved, within 180 days.
- 12. Section 23-350 Customer service inspections: A customer service inspection (CSI) must be completed prior to receiving City water services.
- 13. Section 23-351 Enforcement and penalties
  - a. The City has the authority to enter the property or premises of a customer to inspect the customer's water system for compliance.
  - b. A violation of any provisions of this ordinance will result in a Class C
  - c. Misdemeanor in addition to fines not exceeding two thousand dollars (\$2,000.00).
  - d. At any time, the City may terminate water services due to non-compliance of this ordinance.

The following cities also have similar backflow programs: City of Temple, City of Killeen, City of Harker Heights, City of Round Rock, City of Georgetown, and City of Waco.

In the City's latest TCEQ water inspection, TCEQ noted that a backflow program was required in order to stay in compliance and maintain the City's status as a "Superior Water System". Staff has attempted to use the existing asset management software to manage backflow testing, but it is lacking in the reporting capability. A program specific to tracking and managing a backflow program has been purchased and will be installed within the next 6 weeks.

Staff recommends the proposed addition of the Water Cross Connection Control Program in order to equip City Staff with adequate tools to manage and protect the City's water system.

#### *Item B. Amending Irrigation Ordinance*

Assuming the new Cross Connection Control Ordinance is approved, there will be conflicting backflow requirements in Chapter 23, Article VIII, Installation of Irrigation Systems, that will need to be addressed. With approval of the above ordinance, Article VIII is proposed to be amended with the following changes in order to be consistent and clear on the requirements for cross connection control and backflow.

- 1. Section 23-321 Definitions: Deleted duplicate or conflicting definitions with the new Cross Connection Control Ordinance and referred to new Chapter 23, Article IX.

2. Section 23-324 Backflow prevention methods and devices: Deleted and referred to new Chapter 23, Article IX.
3. Section 23-325 Specific conditions and cross-connection control: Deleted and referred to new Chapter 23, Article IX.
4. Section 23-331 Reclaimed water: Revised item 5 to state the following.  
Backflow prevention on the reclaimed water supply line shall be in accordance with the regulations of the city's water provider and per Chapter 23, Article IX "Water Cross Connection Control Program".
5. Section 23-336 Items not covered by this chapter: Revised the paragraph to the following.  
Any item not covered by their ordinance and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code, and any other applicable state statute or Texas Commission on Environmental Quality rule and per Chapter 23, Article IX "Water Cross Connection Control Program".

### **Fiscal Impact**

None.

### **Recommendation**

- A. Recommend approval of the new Water Cross Connection Control Program to Chapter 23, as Article IX of the Code of Ordinances regarding the City's management and protection of the public water system.
- B. Recommend approval of the amended Chapter 23 Article VIII of the Code of Ordinances regarding installation of irrigation systems.

### **Attachments**

Cross Connection Control Ordinance

Installation of Irrigation Systems Ordinance Amendments



## ORDINANCE NO. 2017-37

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES ESTABLISHING UNIFORM RULES AND REGULATIONS GOVERNING THE CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION PROGRAM FOR THE CITY OF BELTON POTABLE WATER DISTRIBUTION SYSTEM; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

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**WHEREAS**, the potable water distribution system is a valuable and critical public resource that has required, and will continue to require, substantial investment by the City of Belton ("City"); and

**WHEREAS**, the City desires to structure and implement a fair and orderly process for cross connection control and backflow prevention to protect public health; and

**WHEREAS**, the City of Belton seeks to protect the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through water service connections, and;

**WHEREAS**, in accordance with requirements of the Texas Commission on Environmental Quality Rules and Regulations of Public Water Systems, 30 TAC 290.38 et. Seq., as amended, the Texas Health and Safety code, Section 341.031 et. Seq., as amended, and the Federal Safe Drinking Water Act, 42 USCA Section 3000f et. Seq., as amended:

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

**The City of Belton City Council hereby adopts a Cross Connection Control and Backflow Prevention Program for the City of Belton.**

**PART 1:** Chapter 23 "Utilities," Add Article IX "Water Cross Connection Control Program," of the Code of Ordinances of the City of Belton, Texas, is hereby added to read as follows:

### ARTICLE IX – WATER CROSS CONNECTION CONTROL PROGRAM

#### Sec. 23-339 – Purposes.

The purpose of this article is to:

- (a) Protect the city's potable water system from contamination or pollution by preventing contaminants and pollutants originating from customers' water systems

from entering into the city's potable water system that may jeopardize the health, safety and welfare of the customers.

- (b) Provide for a continuing program of cross-connection control and backflow prevention by requiring the installation of approved backflow prevention assemblies or methods as required by this policy, the city plumbing code, the requirements of chapter 290, title 30 of the Texas Administrative Code, and the requirements of chapter 341, subchapter C, Texas Health and Safety Code, all as amended, and requiring the certification and operational testing of all testable backflow prevention assemblies.
- (c) Comply with the federal Safe Drinking Water Act (title 42, United States Code, chapter 6A, subchapter XII) and state regulations as established by the Texas Commission on Environmental Quality (title 30, Texas Administrative Code) related to cross-connections and backflow prevention.

#### Sec. 23-340 – Applicability.

- (a) This article applies to all connections to the city's potable water system and to all installations of backflow prevention assemblies related to the city's potable water system.
- (b) This article applies to all connections to the city's potable water system within in and outside the city limits of Belton.
- (c) This article applies to the Bell County Municipal Utility District Number 1.

#### Sec. 23-341 – Definitions.

Air gap - a physical separation between the free flowing discharge end of a potable water supply pipe and an opening of a receiving vessel, plumbing fixture or other device. The air gap separation must be at least twice the diameter of the potable water supply pipe but never less than 1 inch.

Atmospheric Vacuum Breaker (AVB) - consists of a float check, a check seat and an air inlet port. A shutoff valve immediately upstream may be an integral part of the assembly. The AVB is designed to allow air to enter the downstream water line to prevent backsiphonage. This unit may never be subjected to a backpressure condition or have a downstream shutoff valve or be installed where it will be in continuous operation for more than twelve (12) hours.

Auxiliary water supply - any water source or system that is available to a customer's site from a source other than directly through the city's potable water system. These auxiliary water supplies include, but are not limited to: (1) Water from another public water system; (2) Water from a natural source, such as a well, spring, pond, river, creek or lake; (3) Reclaimed water; (4) Harvested rain water and (5) Gray water.

American Water Works Association (AWWA) - an international nonprofit, scientific and educational association founded to improve water quality and supply.

Backflow - the undesirable reversal of flow of water and/or the introduction of any foreign liquids, gases, or substances from a customer's water service connection into the city's water system.

Backflow prevention assembly - an approved assembly to counteract or prevent backflow. The approved assembly must be listed, approved, manufactured, tested and installed for specific uses in accordance with the standards adopted by the AWWA (Manual M14, latest version) or approved and listed by the University of Southern California Foundation Manual for Cross-Connection Control (latest version) and is otherwise in compliance with this article and the plumbing code.

Backpressure - any situation or occurrence where the pressure in a customer's system is higher than in the city's water system and could cause a reversal of the normal direction of flow.

Backsiphonage - occurrence where the pressure in the city water system becomes less than that of the customer's system due to a vacuum in the system causing flow of water to reverse.

Bypass - a connection from the city side of a backflow prevention assembly to the customer side of the assembly for the purpose of diverting water around the assembly while it is being repaired or replaced.

Certified backflow prevention assembly tester or certified tester - a person who: (1) holds a current professional certification as a backflow prevention assembly tester as required by 30 Texas Administrative Code § 290.44(h)(4)(A), as amended; and (2) is currently registered with the City of Belton.

Check valve - a valve that seats readily and completely in order to completely cease the flow of water.

City - the City of Belton or a designated representative.

City water system - the entire potable water distribution system of the City of Belton, including, without limitation, all pipes, facilities, valves, pumps, conduits, tanks, receptacles and fixtures and appurtenances between the water supply source and the point of delivery, used by the city to produce, convey, deliver, measure, treat or store potable water for public consumption or use.

Commercial establishment - property or location which is used primarily for the manufacture, production, storage, wholesaling or retailing of services.

Contamination - presence of any foreign substance that is not common to the potable water supply, which degrades the quality of the water and creates a health hazard.

Cross connection - any connection, physical or others, between the potable water system and any plumbing fixture or any tank, receptacle, equipment or device, through which it is possible for any non-potable, used, unclean, polluted and/or contaminated water, or other substances, to enter into any part of the potable water system under any condition or set of conditions.

Customer service inspection - inspection of a customer's system for the purpose of providing or denying water service. This inspection is designed to detect any actual or potential cross connections, potential contaminant hazards and illegal lead materials that may be in exceedance of the lead action level.

Customer's system - entire plumbing system, including all pipes, tanks, receptacles, fixtures, equipment and apparatuses used to produce, convey, store or utilize potable or non-potable water between the point of delivery and the customer's point of use.

Double Check Valve Assembly (DCVA) - an assembly which consists of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. This assembly shall only be used to protect against a nonhealth hazard.

Hazard contaminant - any form of contamination that poses a health hazard with respect to the use of water for drinking or other domestic purposes.

Health hazard - actual or potential contamination or other situation involving any substance that can cause death, illness, spread of disease or has a high probability of causing such effects if introduced into the city's potable water system.

Nonhealth hazard - cross connection, potential contamination hazard or other situation involving any substance that generally will not be a health hazard but will constitute a nuisance or be aesthetically objectionable, if introduced into the city's potable water system.

Point of delivery - the point at which water leaves the city water system and enters a customer's system at or near the property line or the edge of an easement. When a water meter is installed on or near the property line or edge of an easement, the point of delivery is the terminal end on the discharge side of the water meter.

Pollutant - contaminant that impairs the quality of water in a manner or to a degree that does not create a hazard to public health but may adversely affect the aesthetic qualities of the water for domestic use.



Potable water supply - water supply intended or used for human consumption or other domestic use.

Potential contamination hazard - a condition which, by its location, piping or configuration, has a reasonable probability of being used incorrectly, through carelessness, ignorance, or negligence, to create or cause to be created a backflow condition by which contamination can be introduced into the water supply.

Pressure Vacuum Breaker (PVB) - an assembly, which provides protection against backsiphonage but does not provide adequate protection against backpressure backflow. The assembly is a combination of a single check valve with an AVB and can be used with downstream resilient seated shutoff valves. In addition, the assembly has suction and discharge gate valve and resilient seated test cocks, which allows for the full testing of the assembly.

Public water system - public owned water system, which supplies water for public domestic use. The system includes all services, reservoirs, facilities and any equipment used in the process of producing, treating, storing or conveying water for public consumption.

Reduced Pressure Backflow Assembly (RPBA) - consists of two independently acting check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and below the first check valve. These units are located between two tightly closing resilient-seated shutoff valves as an assembly and are equipped with properly located resilient-seated test cocks.

Service connection - terminal end of service connection from the city's potable water system in which city loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed at the point of delivery, the service connection means the point at which the terminal end on the discharge side of the water meter connects to the customer's system.

Texas Commission on Environmental Quality (TCEQ) - the environmental agency for the State of Texas.

Sec. 23-342 - City of Belton Public Works Department.

- (a) Authority and responsibility. In accordance with this policy and title 30, chapter 290 of the Texas Administrative Code, both as amended, is responsible for enforcing the requirements of this policy and may establish policies to implement the purposes of this policy.
- (b) Adequate protection determination. To ensure adequate protection in individual cases, the city may assess and determine the degree of hazard to the city's potable water system posed in the case of individual connections, customers or users. When the city determines that a backflow prevention assembly is required for the protection of the city water system, the city will require the customer, at the

customer's expense, to properly install an approved assembly at each service connection or hazard point.

- (c) Certified testing required. In accordance with the TCEQ's rules and regulations, the city shall require a certified testing report for all required and testable assemblies where an actual or potential hazard has been determined to exist in accordance with this policy:

- (1) Prior to providing continuous water service to new construction;
- (2) On any existing service when the city has reason to believe that cross connections or other unacceptable plumbing practices increase the risk of actual or potential contamination hazards entering into the city water system;
- (3) After any installation, repair, relocation, alteration, or addition to a customer's system that may affect the system's compliance with this policy.

- (d) Authority to enforce report production. The city may require from any person the submission of any records relating to the installation, maintenance, repair or testing of backflow prevention assemblies performed in accordance with this policy.

- (e) Authority to refuse or terminate service. The city may refuse to initiate service or discontinue present service to any customer where the city determines that:

- (1) An actual or potential hazard in the customer's system exists; and/or
- (2) Adequate protection against backflow has not been provided or reported in accordance with this policy. Notice of terminating service is not required where the actual or potential threat of contamination endangers the health, safety and welfare of the city water system and the customers the system serves.

- (f) Authority to revoke certified tester registration with the city. The city may revoke a certified tester's registration with the city in the following cases:

- (1) Failure to register the serial number or have the gauge tested for accuracy annually;
- (2) Use of a test gauge that does not meet the manufacturer's calibration standards in preparation of a city backflow test and maintenance report;
- (3) Two (2) testing or reporting discrepancies within a one (1) year period, beginning on the date of the first discrepancy, including;

- i. False, incomplete or inaccurate reporting of test completion or certification of a backflow prevention assembly;
  - ii. Use of inaccurate gauges;
  - iii. Improper operational certification methods;
  - iv. Failure to maintain licensure or registration with TCEQ;
  - v. Failure to complete and submit to the city an original City of Belton Backflow Prevention Assembly Test and Maintenance Report within ten (10) days of the completed test.
- (g) Revocation of a registered certified tester with the city is effective upon receipt of written notice from the city sent via certified mail, return receipt requested. Receipt is presumed to occur five (5) calendar days following the date the notice is mailed. Non-receipt of the notice does not affect the validity of a revocation notice. Written notice shall provide specific written findings justifying revocation. Test and maintenance reports from certified tester's that have had a registration revoked shall not be accepted for a period of one (1) year following the effective date of revocation.
- (h) Appeal of registration revocation. A request for appeal and reconsideration of registration revocation by a certified tester shall be delivered to the city within fifteen (15) calendar days of receipt of the revocation notice and shall specifically contest or justify the city's findings as outlined in the revocation notice. The city shall have fifteen (15) calendar days to reconsider revocation and shall then issue a written final determination via certified mail, return receipt requested.

#### Sec. 23-343 - Responsibilities of customers.

- (a) Each customer has a duty to prevent contaminants from entering into the customer's and city's water system. This duty begins at the point of delivery and includes the customer's entire internal water system. If the city determines that an actual or potential hazard exists in the customer's system, this policy, including the requirements to implement an adequate cross-connection control program and/or install a backflow prevention assembly at the service connection and compliance with the applicable testing requirements, shall apply.
- (b) Each customer, as a condition of receiving water service, consents to allow city personnel access to the customer's property during normal business hours to inspect and survey the customer's system for potential contamination, backflow hazards and cross-connections. Written consent for access shall be requested by the city prior to conducting an inspection and the property owner shall grant such consent within ten (10) calendar days of receipt of the request for access by the city. If a customer refuses to allow access to city personnel for an inspection or survey in the time frame provided, the city may discontinue or refuse the customer's water service, and/or assume that a high contamination health hazard exists and, therefore, require the highest degree of protection to be used in the customer's system prior to providing water service. If access is denied, the city

may immediately discontinue water service without further notice until proper backflow protection is installed.

(c) Each customer, at the customer's expense, shall install, operate, maintain and test approved backflow prevention assemblies as required by this policy.

(d) Testing requirements:

a. If the city determines that a backflow prevention is required at the service connection or internally, the customer shall: (i) initiate the install and testing required; (ii) complete any maintenance of current backflow prevention assemblies installed; (iii) ensure that an original City of Belton Backflow Prevention Assembly Test and Maintenance Report is submitted to the city within ten (10) days of the completed test.

b. All backflow prevention assemblies shall be tested by a certified tester upon installation, repair, alteration, relocation, annually and prior to being placed into service.

(e) Each customer, when contracting for the installation, repair or maintenance of backflow prevention assemblies shall employ a person, entity or contractor lawfully permitted to perform such services under state law. A customer must apply for and obtain a permit from the City of Belton Planning Department before installing, replacing, re-piping or relocating a backflow prevention assembly and must be a registered backflow tester with the City of Belton Public Works Department.

(f) With the installation of backflow prevention assemblies, the potential for creating a "closed-system" occurs. This closed system could result in injury to the water system customer if adequate safety measures, including thermal expansion valves, are not functioning properly. Thermal expansion of heated water may occur wherever potable water is heated in a closed system. This expansion may cause damage ranging from leaking faucets to a ruptured water heater if the condition is not addressed. The city shall not accept any liability resulting from the implementation of this policy.

#### Sec. 23-344 - Certified backflow prevention assembly testers.

(a) The city requires certified backflow prevention assembly testers to be registered with the city. To register as a backflow prevention assembly tester, a tester must submit a Certified Backflow Tester Application annually in person at the City of Belton's Public Works Department located at 1502 Holland Rd., Belton, Texas, 76513 or sent via mail to the City of Belton's Public Works Department, PO Box 120 Belton, Texas, 76513, with proper documents. Upon submission and approval,



the tester will be added to the approved list which can be furnished to all customers requiring testing of their backflow prevention assemblies. Test and maintenance reports shall not be accepted if the tester is not currently registered with the city. Registrations will be valid for one (1) year and must be renewed annually.

- (b) The certified tester shall furnish the city with the serial number of the tester's test kit, and the tester's test gauge must be tested when purchased and annually thereafter.
- (c) The certified tester is responsible for the competency and accuracy of all tests and reports certifying assemblies to be operating within specifications performed or submitted by the certified tester. Certified testers shall certify that all backflow prevention assemblies comply with the specifications provided in the University of Southern California's Manual of Cross Connection Control (latest edition) or the American Water Works Association Manual of Cross Connection Control requirements (Manual M14, latest edition) and that such assemblies are otherwise in compliance with this policy.
- (d) A City of Belton Backflow Prevention Assembly Test and Maintenance form must be completed by a certified backflow prevention assembly tester for each assembly tested. The signed and dated original must be submitted to the city within ten (10) days of the completed test for record keeping purposes. Only City of Belton Backflow Prevention Assembly Test and Maintenance forms will be accepted. All test and maintenance reports shall be retained for at least three (3) years from the date of any such test.
- (e) If a backflow prevention assembly test fails or an assembly malfunctions and the actual or potential hazard of contamination is not immediately curable through repair or replacement, the certified tester shall notify the city and the customer immediately in person or by telephone. This notification shall also be submitted in writing within five (5) calendar days. If the failure or malfunction of a backflow prevention assembly is not immediately curable through repair or replacement, the city upon notification, shall take all necessary steps, including the immediate cessation of water service through the assembly, to prevent the possible contamination of the city's water system.
- (f) It is a violation of this article for a certified tester to alter the design, material, or operational characteristics of a backflow prevention assembly during testing, repairing or maintaining the assembly.
- (g) Certified backflow prevention assembly testers are qualified to test and repair assemblies on any domestic, commercial, industrial, or irrigation service. However, certified testers shall only test and repair assemblies on fire lines if they are permanently employed by an approved fire line contractor as required by the State of Texas Fire Marshal's office.

- (h) The city may revoke a certified tester's registration with the city in regards to the City of Belton's Public Works Department Authority previously listed.

Sec. 23-345 - Backflow prevention assembly installation; permit required.

- (a) Plumbing permits shall be obtained from the City of Belton's Planning Department prior to installing, replacing, modifying or relocating existing backflow prevention assemblies.
- (b) No person shall install or maintain a backflow prevention assembly upon or within any city right-of-way unless authorized by the city.
- (c) Any premises requiring multiple service connections that require backflow prevention must install a backflow prevention assembly on each service connection.
- (d) Installation of any required backflow prevention assembly shall be in accordance with the manufacturer's specifications and recommendations. Installations shall be consistent with the installation specifications in Chapter 4.2 of AWWA M14 – Recommended Practice for Backflow Prevention and Cross Connection Control. All backflow prevention assemblies require for internal fixture protection shall be installed in accordance with the city's plumbing code and TCEQ regulations.
- (e) No bypass piping of a backflow prevention assembly is allowed unless an equal backflow prevention assembly is installed on the bypass pipe.

Sec. 23-346 - General requirements.

- (a) This policy, the TCEQ Rules and Regulations for Public Water Systems provided in title 30 of the Texas Administrative Code, the city plumbing code and other applicable state and federal laws, all as amended, will govern the design, construction, operation and maintenance of the city water system with respect to cross-connection control and backflow prevention. Each person shall comply with all applicable provisions of these rules and regulations.
- (b) It is unlawful for a person to cause or allow water from an auxiliary water supply or reclaimed water system to enter the city water system. Where a customer is served by an auxiliary water supply or utilizes a reclaimed water system in addition to the city water system, all applicable TCEQ regulations shall be followed, and the city will determine the type of backflow prevention assembly to be used.
- (c) It is unlawful for a person to make a connection from the city water system to a customer's system where an actual or potential contamination hazard to the city water system exists and there is no air gap separation between the drinking water supply and the source of potential contamination. Where a containment air gap is impractical and instead, an individual internal air gap or mechanical backflow

prevention assembly is used, a backflow prevention assembly will be required at the service connection in accordance with AWWA Standards on those establishments handling substances that are harmful or hazardous to the public health. This requirement does not apply if the customer maintains an adequate internal cross-connection control program that includes an annual inspection by a certified tester.

- (d) Overhead bulk water dispensing stations must be provided with a proper air gap between the filling outlet hose and the receiving tank to protect against backsiphonage and cross-contamination or a properly installed RPBA.
- (e) The use of a backflow prevention assembly at a service connection will be considered additional backflow prevention and does not negate backflow prevention on internal hazards as provided by this policy.
- (f) All bypasses on backflow prevention assemblies must themselves include a backflow prevention assembly as described in this policy.
- (g) This policy shall not apply at any residence or facility where there is no actual or potential contamination hazard as determined by the city.

#### Sec. 23-347 - Types of backflow prevention required.

- (a) Cross-connections vary widely in degree of potential contamination hazards. Backflow may occur under many different pressure differentials, varying from vacuum to very high pressures. The protection by a backflow prevention assembly depends upon its type, the circumstances in which it is installed and on its proper installation, maintenance and testing. Only approved assemblies shall be used.
- (b) Specific backflow prevention assembly requirements for all affected customers shall comply with this policy, TCEQ regulations as provided in title 30, chapter 290 of the Texas Administrative Code and the city's plumbing code, all as amended. In the event that a conflict exists, the most stringent requirement shall control. Only approved assemblies shall be used. The tables provided below, details the types of premises isolation and internal protections that are commonly subject to compliance with this policy, however, despite this policy or the tables below, the city shall retain final approval authority in each individual case.

#### Guide to Selection of Assemblies for Premises Isolation

<u>Description of Premises or Activity</u>	<u>Assessment of Hazard</u>	<u>Required Assembly at the Service Connection</u>
Aircraft and missile plants	Health	RPBA or AG
Animal feedlots	Health	RPBA or AG
Automotive plants	Health	RPBA or AG
Breweries	Health	RPBA or AG

Canneries, packing houses and rendering plants	Health	RPBA or AG
Commercial car wash facilities	Health	RPBA or AG
Commercial laundries	Health	RPBA or AG
Cold storage facilities	Health	RPBA or AG
Connection to sewer pipes/septic systems/on-site sewage facilities	Health	RPBA or AG
Dairies	Health	RPBA or AG
Docks and dockside facilities	Health	RPBA or AG
Dye works	Health	RPBA or AG
Fire hydrant meters and overhead bulk water stations	Health	RPBA or AG
Food and beverage processing plants	Health	RPBA or AG
Hospitals, morgues, mortuaries, medical clinics, dental clinics, veterinary clinics, autopsy facilities, sanitariums, and medical labs	Health	RPBA or AG
Irrigation Systems with chemical additives without chemical additives	Health Nonhealth†	RPBA DCVA or PVB
Metal manufacturing, cleaning, processing, and fabrication plants	Health	RPBA or AG
Microchip fabrication facilities	Health	RPBA or AG
Paper and paper products plants	Health	RPBA or AG
Petroleum processing or storage facilities	Health	RPBA or AG
Photo and film processing labs	Health	RPBA or AG
Plants using radioactive material	Health	RPBA or AG
Plating or chemical plants	Health	RPBA or AG
Pleasure-boat marinas	Health	RPBA or AG
Private/Individual Water Systems/Unmonitored Water Wells	Health	RPBA or AG
Reclaimed water systems	Health	RPBA or AG
Restricted, classified or other closed facilities	Health	RPBA or AG
Rubber plants	Health	RPBA or AG
Sewage lift stations	Health	RPBA or AG
Sewage treatment plants	Health	RPBA or AG
Slaughter houses	Health	RPBA or AG
Steam plants	Health	RPBA or AG
Tall buildings or elevation differences where the highest outlet is 80 feet or more above the meter	Nonhealth†	DCVA

\*The use of backflow prevention assemblies at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on



internal hazards as outlined in the “Guide to the Assessment of Hazard and Selection of Assemblies for Internal Protection.

Guide to the Assessment of Hazard and Selection of Assemblies for Internal Protection

<u>Description of possible Cross Connections</u>	<u>Assessment of Hazard</u>	<u>Required Assembly at Fixture</u>
Aspirators	Health	RPBA
Autoclaves	Health	RPBA
Autopsy and mortuary equipment	Health	RPBA
Bedpan washers	Health	RPBA
Connection to industrial fluid systems	Health	RPBA
Connection to plating tanks	Health	RPBA
Connection to salt-water cooling systems	Health	RPBA
Connection to sewer pipe	Health	AG
Cooling towers with chemical additives	Health	AG
Cuspidors	Health	RPBA
Degreasing equipment	Nonhealth†	DCVA
Dental clinic equipment	Health	RPBA
Domestic space-heating boiler	Nonhealth†	RPBA
Dye vats or machines	Health	RPBA
Fire-fighting system (toxic liquid foam concentrates)	Health	RPBA
Flexible shower heads	Nonhealth†	AVB or PVB
Heating equipment Commercial	Nonhealth†	RPBA
Domestic	Nonhealth†	DCVA
Hose bibbs	Nonhealth†	AVB
Kitchen equipment to include ice and soda machines	Nonhealth†	PVB or RPBA
Lab bench equipment	Health or Nonhealth†	PVB or RPBA
Ornamental fountains	Health	RPBA
Dye vats or machines	Health	RPBA
Swimming pools Private	Nonhealth†	PVB or AG
Public	Nonhealth†	RPBA or AG
Sewage pump or ejectors	Health	AG
Shampoo basins	Nonhealth†	AVB or PVB
Specimen tanks	Health	RPBA
Steam generators	Nonhealth†	RPBA
Steam tables	Nonhealth†	DCVA
Sterilizers	Health	RPBA
Tank vats or other vessels containing toxic substances	Health	RPBA
Trap primers	Health	AG
Vending Machines	Nonhealth†	RPBA or PVB
Water softeners	Health	RPBA

Watering troughs	Health	AG or PVB
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NOTE: AG = air gap; AVB = atmospheric vacuum breaker; DCVA = double check valve backflow prevention assembly; PVB = pressure vacuum breaker; RPBA = reduced-pressure principle backflow prevention assembly.

†Where a greater hazard exists (due to toxicity or other potential health impact) additional area protection with RPBA's are required.

Uses not listed in this table may require backflow prevention through air gaps or backflow prevention assemblies depending on the nature of the use, the equipment and the plumbing system. These will be determined on an individual basis by the city.

(c) The selection of an appropriate backflow prevention assembly depends upon the degree of hazard involved and will be based on the following criteria:

- (1) Whether the assembly could ever be subject to backpressure due to the customer's internal pumping pressures or elevation differentials;
- (2) The nature of contaminating material under the most critical circumstances;
- (3) The extent to which additions may be made to the plumbing system at a later date which would affect the initial selection of the assembly;
- (4) The frequency with which a water supply could be exposed to a hazardous condition; and
- (5) The degree of protection of the water supply required, as provided by this article, the city's plumbing code and title 30, chapter 290 of the Texas Administrative Code.

(d) Where an actual or potential contamination hazard is determined to be highly detrimental to the general health of the city water system, the city may require a total containment backflow prevention system to provide for backflow prevention assemblies on each internal branch line. The proper backflow protection assembly shall be maintained on each service connection or separation of internal systems. At the point of delivery, an assembly must be installed on each leg or branch (i.e., industrial and domestic). The type of backflow prevention assembly required on each leg or branch shall be in accordance with the highest degree of actual or potential contamination hazard found on the premises.

(e) Any person connecting any part of a vehicle or other container to the city water system shall utilize an air gap method or permanently install an approved backflow prevention assembly on the vehicle or container and shall have the assembly tested in accordance with this policy prior to connecting to the city water system.

#### Sec. 23-348 - New facilities.

(a) All new facilities are required to comply with the requirements of this ordinance. Compliance by a new city water system customer with the requirements for installation of one or more backflow prevention assemblies shall be verified in

conjunction with the customer's application for water service or with the customer's building and plumbing permits.

- (b) The city may require field inspection of the customer's premises in addition to building plan submittal and review to determine the actual or potential contamination hazards and backflow prevention assembly requirements.
- (c) All plumbing layouts or building plans submitted to the City of Belton's Planning Department shall be reviewed to assure compliance with the requirements of this policy and the plumbing code.

#### Sec. 23-349 - Existing facilities, inspections.

- (a) The city may inspect existing facilities of city water system customers that do not have a record of backflow prevention assembly installation or current annual certified testing report(s) on file and at other times as determined necessary by the city in accordance with this policy. The city shall prioritize these inspections based on the severity of the potential health hazard as listed in this policy. After the inspection is completed, the city will provide a written notice to the customer advising of any backflow prevention assembly requirements for the customer's system.
- (b) Upon the receipt of written notice, the customer shall have ninety (90) calendar days from the date of receipt of the notice to have the appropriate backflow prevention assemblies installed, replaced or repaired and certification of testing submitted to the city. Notice is presumed to be received five (5) calendar days after the notice is mailed. Upon written request of the customer and for cause, the city may extend this time period if an immediate threat of contamination does not exist for additional time periods, which, when combined, shall not exceed one hundred eighty (180) calendar days.
- (c) Plans submitted to the City of Belton's Planning Department for approval of plumbing modifications or extensions to an existing plumbing system, will be reviewed to determine if a backflow prevention assembly is required.
- (d) In the event that the City of Belton has an oversight of reviewed plans that should require the installation of a backflow prevention assembly(s), it is still the responsibility of the customer to ensure the proper installation of backflow prevention assembly(s) in compliance with this policy.

#### Sec. 23-350 - Customer service inspections.

- (a) A customer service inspection shall be completed prior to providing continuous water service to all new facilities, for any existing facility when the city has reason to believe that potential cross-connections or other contaminant hazards exists or after any material improvement, correction, or addition to the private distribution facilities that may affect the system's compliance with this policy.

(b) Only individuals with the following credentials shall be recognized as qualified to conduct a customer service inspection): (1) Plumbing Inspectors and Water Supply Protection Specialists that have been licensed by the Texas State Board of Plumbing Examiners; (2) Customer service inspectors who have completed a TCEQ approved course, passed an examination administered by the TCEQ and hold current professional certification or endorsement as a customer service inspector.

(c) The customer service inspection must certify that:

- (1) No direct connection between the city water system and a potential source of contamination exists and potential sources of contamination are isolated from the city water system by a properly installed air gap or an appropriate backflow prevention assembly;
- (2) No cross-connection between the city water system and a private water source exists;
- (3) No connection exists which would allow water to be returned to the city water system;
- (4) No pipe or pipe fitting containing more than 8% lead has been used for the installation or repair of plumbing at any connection that provides water for human use;
- (5) No solder or flux containing more than 0.2% lead has been used for the installation or repair of plumbing at any connection that provides water for human use. A minimum of one lead test shall be performed for each inspection.

Sec. 23-351 – Enforcement and Penalties.

- (a) The City of Belton or a designated representative shall have the authority to enter the property or premises of a customer to inspect the customer's water system for compliance of this ordinance.
- (b) A violation of any provisions of this ordinance will result in a Class C Misdemeanor in addition to fines not exceeding two thousand dollars (\$2,000).
- (c) At any time, the City of Belton may terminate water services due to non-compliance of this ordinance.

Sec. 23-352 – 23-360 – Reserved.

**PART 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.



**PART 3:** It is hereby declared to be the intention of the City Council that if any sections, paragraphs, sentences, clauses and phrases of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

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

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

**PASSED AND APPROVED** on this the 21<sup>st</sup> day of November, 2017.

\_\_\_\_\_  
Marion Grayson, Mayor

ATTEST:

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

## ORDINANCE NO. 2017-38

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 23, ARTICLE VIII OF THE CODE OF ORDINANCES ESTABLISHING UNIFORM RULES AND REGULATIONS GOVERNING THE INSTALLATION OF IRRIGATION SYSTEMS; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

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WHEREAS, the installation of irrigation systems is connected to and can affect the potable water distribution system, which is a critical public resource that has required, and will continue to require, substantial investment by the City of Belton ("City"); and

WHEREAS, the City desires to structure and implement a fair and orderly process for cross connection control and backflow prevention for irrigation systems to protect public health; and

WHEREAS, the City of Belton seeks to protect the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through irrigation system connections, and;

WHEREAS, in accordance with requirements of the Texas Commission on Environmental Quality of Public Water Systems, 30 TAC 290.38 et. Seq., as amended, the Texas Health and Safety code, Section 341.031 et. Seq., as amended, and the Federal Safe Drinking Water Act, 42 USCA Section 3000f et. Seq., as amended:

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

**PART 1:** Chapter 23 "Utilities," Article VIII "Installation of Irrigation Systems" of the Code of Ordinances of the City of Belton, Texas, is hereby amended to read as follows:

1. Section 23-321 Definitions
2. Section 23-324 Backflow prevention methods and devices
3. Section 23-325 Specific conditions and cross-connection control
4. Section 23-331 Reclaimed water
5. Section 23-336 Items not covered by this chapter

### ARTICLE VIII – Installation of Irrigation Systems

#### Sec. 23-321. – Definitions.

The following words and terms, when used in this article, have the following meanings, unless the context clearly indicates otherwise:

*Completion of irrigation system installation* means when the landscape irrigation system has been installed, all minimum standards met, all tests performed, and the irrigator is satisfied that the system is operating correctly.

*Consulting* means the act of providing advice, guidance, review or recommendations related to landscape irrigation systems.

*Cross-connection* means an actual or potential connection between a potable water source and an irrigation system that may contain contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.

*Design* means the act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulics calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.

*Design pressure* means the pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.

*Emission device* means any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads, and drip irrigation emitters.

*Employed* means engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair, or service to irrigation systems. A person is employed if that person is in an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, § 3212(d) based on the behavioral control, financial control, and the type of relationship involved in performing employment related tasks.

*Head-to-head spacing* means the spacing of spray or rotary heads equal to the manufacturer's published radius of the head.

*Hydraulics* means the science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.

*Inspector* means a licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor.

*Installer* means a person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to Title 30, Texas Administrative Code, Chapter 30 (relating to occupational licenses and registrations).

*Irrigation inspector* means a person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to occupational licenses and registrations).

*Irrigation plan* means a scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.

*Irrigation services* means selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.

*Irrigation system* means an assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and/or to reduce dust or control erosion. This term does not include a system that is used on or by an agricultural operation as defined by V.T.C.A., Texas Agricultural Code, § 251.002.

*Irrigation technician* means a person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to occupational licenses and registrations).

*Irrigation zone* means a subdivision of an irrigation system with a matched precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun/shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay, or combination) or for hydrological control.

*Irrigator* means a person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.

*Irrigator-in-charge* means the irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.



*Landscape irrigation* means the science of applying the necessary amount of water to promote or sustain healthy growth of plant material or turf.

*License* means an occupational license that is issued by the Texas Commission on Environmental Quality under Title 30, Texas Administrative Code, Chapter 30 to an individual that authorizes the individual to engage in an activity that is covered by Title 30, Texas Administrative Code, Chapter 30.

*Mainline* means a pipe within an irrigation system that delivers water from the water source to the individual zone valves.

*Maintenance checklist* means a document made available to the irrigation system's owner or owner's representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: checking and repairing the irrigation system, setting the automatic controller, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water requirements for the plant material in each zone based on the soil type and plant material where the system is installed.

*Major maintenance, alteration, repair, or service* means any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.

*Master valve* means a remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

*Matched precipitation rate* means the condition in which all sprinkler heads within an irrigation zone apply water at the same rate.

*New installation* means an irrigation system installed at a location where one did not previously exist.

*Pass-through contract* means a written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.

*Potable water* means water that is suitable for human consumption.

*Reclaimed water* means domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

*Records of landscape irrigation activities* means the irrigation plans, contracts, warranty information, invoices, copies of permits, and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.

*Static water pressure* means the pressure of water when it is not moving.

*Supervision* means the on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and/or employer in compliance with local or state requirements. Also a licensed installer working under the direction of a licensed irrigator or beginning March 1, 2009, an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.

*Water conservation* means the design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion.

*Zone flow* means a measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.

*Zone valve* means an automatic valve that controls a single zone of a landscape irrigation system.

Refer to Chapter 23, Article IX "Water Cross Connection Control Program" for addition definitions.

Sec. 23-324. - Backflow prevention methods and devices.

Refer to Chapter 23, Article IX "Water Cross Connection Control Program".

Sec. 23-325. - Specific conditions and cross-connection control.

Refer to Chapter 23, Article IX "Water Cross Connection Control Program".

Sec. 23-331. - Reclaimed water.

Reclaimed water may be utilized in landscape irrigation systems if:

- (1) There is no direct contact with edible crops, unless the crop is pasteurized before consumption;
- (2) The irrigation system does not spray water across property lines that do not belong to the irrigation system's owner;
- (3) The irrigation system is installed using purple components;
- (4) A minimum of an eight-inch by eight-inch sign, in English and Spanish, is prominently posted on/in the area that is being irrigated, that reads,

"RECLAIMED WATER — DO NOT DRINK" and "AGUA DE RECUPERACIÓN — NO BEBER"; and

- (5) Backflow prevention on the reclaimed water supply line shall be in accordance with the regulations of the city's water provider and per Chapter 23, Article IX "Water Cross Connection Control Program".

Sec. 23-336. - Items not covered by this chapter.

Any item not covered by their ordinance and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code, and any other applicable state statute or Texas Commission on Environmental Quality rule and per Chapter 23, Article IX "Water Cross Connection Control Program".

**PART 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

**PART 3:** It is hereby declared to be the intention of the City Council that if any sections, paragraphs, sentences, clauses and phrases of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

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

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

**PASSED AND APPROVED** on this the 21<sup>st</sup> day of November, 2017.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk

# Cross Connection Control and Backflow Prevention Program

City Council

November 21, 2017



# Backflow

- Backflow is the undesirable reverse flow of non-potable (non-drinkable) water.
- Preventing backflows is crucial to protecting drinking water quality.
- TCEQ requires the City to manage backflows and cross connections.
- The City currently has an abbreviated program that pertains to irrigation only.
- A comprehensive program for ALL connections is required.
- In August, TCEQ performed an inspection of the City's water system. The inspector noted that a backflow ordinance and program is required in order to maintain compliance with TCEQ.

# Backflow Program Summary

## Who is required to have backflow devices?

- Where potential backflow or cross connection hazard exists.
- Backflow devices are not required at any residence or facility where there is no actual or potential contamination hazard.

## Authority

- TCEQ requires the City to provide a backflow program and manage backflow and cross connections.
- City may refuse to initiate water service or discontinue present water service if a potential hazard exist and/or adequate protection has not been provided or reported.

## Customer Responsibilities

- All backflow prevention assemblies shall be tested by a certified tester upon installation, repair, alteration, relocation, **annually** and prior to being placed into service; installation of the device and testing is at the customer's expense.

## Testers

- Testers must be certified by the State.
- Testers must be registered with the City. Registrations are valid for 1 year.

# Backflow Program Summary Continued

## Types of Devices Required

- TCEQ Minimum Standards are Required. Examples are air gaps, atmospheric vacuum breakers, double check valve, pressure vacuum breaker, reduced-pressure principle backflow assemblies.

## New and Existing Facilities

- All new facilities are required to comply with the requirements of this policy.
- All existing facilities must come into compliance with this policy within 180 calendar days.

## Enforcement and Penalties

- Environmental Compliance Position
- Violation of any provisions of this ordinance will result in a Class C Misdemeanor
- At any time, the City may terminate water services due to non-compliance

# What's Next?

1. Educate public, flyers, water bill notifications, revise the new water customer application
2. Develop database of existing customers with the understanding that it will take time to be fully aware of all devices. Staff will utilize the existing testing forms (multiple binders), irrigation meters, multiple metered accounts, building permits, etc.
3. Work with businesses to get the correct backflow device installed and start catching up on the required testing
4. Continue working with new businesses and new developments
5. Amend the current irrigation ordinance

**Recommendation: Conduct public hearing and approve ordinances.**



# Staff Report – City Council Agenda Item



## Agenda Item #12

Hold a public hearing and consider the following:

- A. A Small Wireless Facility Siting Ordinance, as an addition to Chapter 23, as Article VIX of the Code of Ordinances, regarding the City's requirements for small wireless facilities;
- B. An Ordinance amending Chapter 20, Article VIII, of the Code of Ordinances regarding management of the City's Rights-of-Ways; and
- C. A Resolution adopting an appendix to the City's Design Manual for Installation of Network Nodes and Node Support Poles.

## Originating Department

Public Works – Angellia Points, Director of Public Works/City Engineer  
Planning – Erin Smith, Director of Planning

## Summary Information

Senate Bill 1004 was recently approved by the Texas Legislature and had an effective date of September 1, 2017. The bill allows a type of cellular technology called "network nodes", or more colloquially, "small cell", to locate by law in the City's rights-of-way. The bill provides certain allowances for municipalities to adopt criteria to encourage, and in some instances, limit the placement, design, and configuration of associated equipment and support poles. The language of the bill is not intended to prohibit the allowance of small cell equipment, but it does recognize the need to protect public health, safety, welfare, and in some instances, aesthetics of the City through the establishments and maintenance of rights-of-way ordinances. The intent of these proposed ordinances and documents is to not prohibit the construction of the wireless infrastructure, as the City recognizes the need for additional availability to wireless network utilities for the citizens of Belton, but to preserve and protect the use of City rights-of-ways and Belton's Scenic City aesthetics.

The review of this legislation and associated ordinances was coordinated by multiple departments including Planning, Public Works/Engineering, and the City Manager's Office. Current City of Belton Ordinances, specifically 2001-38 City's Wireless Service Facilities Ordinance, has limitations on the placement of cellular technology within public and private property. In order to adjust the current development regulations to the allowances of the bill, Staff is proposing to:

1. Adopt a Small Wireless Facility Siting Ordinance to generally regulate cellular equipment within public rights-of-way. This Ordinance requires a person to agree to

and sign a Service Pole Collocation Attachment License Agreement before facilities can be placed on the City's infrastructure.

2. Amend the current Rights-of-Way Ordinance to align with the requirements for Small Wireless Facilities.
3. Add an appendix to the City's current Design Manual, which would provide the necessary regulations and design details for small cell equipment within public rights-of-way.

The Senate Bill and proposed ordinance, amendment, appendix, and service agreement are attached to this staff report. In the event the bill changes or additional allowances for City's can be made, any changes to these documents may require an ordinance change.

Many cities across the state are implementing similar documents in order to implement the allowances stated in Senate Bill 1004. Staff has consulted representatives from TML on the requirements of this bill. TML recommends cities adopt these documents in response to the law passed on September 1, 2017 that gives wireless facilities the right to use City rights-of-way.

We recommend the proposed ordinance, ROW ordinance amendments, and design manual appendix for Small Wireless Network Facilities in order to equip Belton with adequate tools to manage and protect the City's rights-of-ways.

### **Fiscal Impact**

None.

### **Recommendation**

Recommend approval of the following items:

- A. Adopt a Small Wireless Facility Siting Ordinance, an addition to Chapter 23 as Article VIX of the Code of Ordinances regarding the City's requirements for small wireless facilities;
- B. Approve amendments to the current Rights-of-Way Management Ordinance;
- C. Adopt an appendix to the City's Design Manual for Installation of Network Nodes and Node Support Poles; and

### **Attachments**

Senate Bill 1004  
Small Wireless Facility Siting Ordinance  
Revisions to ROW Management Ordinance  
Appendix to Design Manual  
Small Cell Node Attachment Agreement  
Map of Design and Historical Districts

AN ACT

relating to the deployment of network nodes in public right-of-way; authorizing fees.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle A, Title 9, Local Government Code, is amended by adding Chapter 284 to read as follows:

CHAPTER 284. DEPLOYMENT OF NETWORK NODES IN PUBLIC RIGHT-OF-WAY  
SUBCHAPTER A. GENERAL PROVISIONS

Sec. 284.001. FINDINGS AND POLICY. (a) The legislature finds that:

(1) network nodes are instrumental to increasing access to advanced technology and information for the citizens of this state and thereby further an important public policy of having reliable wireless networks and services;

(2) this state has delegated to each municipality the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public, subject to state law;

(3) network nodes often may be deployed most effectively in the public right-of-way;

(4) network providers' access to the public right-of-way and the ability to attach network nodes to poles and structures in the public right-of-way allow network providers to densify their networks and provide next-generation services;

(5) expeditious processes and reasonable and nondiscriminatory terms, conditions, and compensation for use of the public right-of-way for network node deployments are essential to state-of-the-art wireless services and thereby further an important public policy of having reliable wireless networks and services;

(6) network nodes help ensure that this state remains competitive in the global economy;

(7) the timely permitting of network nodes in the public right-of-way is a matter of statewide concern and interest;

(8) requirements of this chapter regarding fees, charges, rates, and public right-of-way management, when considered with fees charged to other public right-of-way users under this code, are fair and reasonable and in compliance with 47 U.S.C. Section 253;

(9) to the extent this state has delegated its fiduciary responsibility to municipalities as managers of a valuable public asset, the public right-of-way, this state is acting in its role as a landowner in balancing the needs of the public and the needs of the network providers by allowing access to the public right-of-way to place network nodes in the public right-of-way strictly within the terms of this chapter; and

(10) as to each municipality, including home-rule municipalities, this state has determined that it is reasonable and necessary to allow access to the public right-of-way for the purposes of deploying network nodes to protect and safeguard the health, safety, and welfare of the public as provided by this chapter.

(b) In order to safeguard the health, safety, and welfare of

the public, it is the policy of this state to promote the adoption of and encourage competition in the provision of wireless services by reducing the barriers to entry for providers of services so that the number and types of services offered by providers continue to increase through competition.

(c) It is the policy of this state, subject to state law and strictly within the requirements and limitations prescribed by this chapter, that municipalities:

(1) retain the authority to manage the public right-of-way to ensure the health, safety, and welfare of the public; and

(2) receive from network providers fair and reasonable compensation for use of the public right-of-way and for collocation on poles.

Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a public park for the



purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

(13) "Network provider" means:

- (A) a wireless service provider; or
- (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES.

(a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

(A) must be located inside an enclosure of not more than six cubic feet in volume;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:

(A) must fit within an imaginary enclosure of not more than six cubic feet;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:

(A) be more than 28 cubic feet in volume; or

(B) protrude from the outer circumference of the existing structure or pole by more than two feet;

(4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and

(5) pole-mounted enclosures may not be taller than five feet.

(b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):

(1) electric meters;

(2) concealment elements;

(3) telecommunications demarcation boxes;

(4) grounding equipment;

- (5) power transfer switches;
- (6) cut-off switches; and
- (7) vertical cable runs for the connection of power and other services.

(c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.

(d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.

#### SUBCHAPTER B. USE OF PUBLIC RIGHT-OF-WAY

Sec. 284.051. APPLICABILITY OF SUBCHAPTER. This subchapter applies only to activities related to transport facilities for network nodes, activities of a network provider collocating network nodes in the public right-of-way or installing, constructing, operating, modifying, replacing, and maintaining node support poles in a public right-of-way, and municipal authority in relation to those activities.

Sec. 284.052. EXCLUSIVE USE PROHIBITED. A municipality may not enter into an exclusive arrangement with any person for use of the public right-of-way for the construction, operation, marketing, or maintenance of network nodes or node support poles.

Sec. 284.053. ANNUAL PUBLIC RIGHT-OF-WAY RATE. (a) A public right-of-way rate for use of the public right-of-way may not exceed an annual amount equal to \$250 multiplied by the number of network nodes installed in the public right-of-way in the municipality's corporate boundaries.

(b) At the municipality's discretion, the municipality may charge a network provider a lower rate or fee if the lower rate or fee is:

- (1) nondiscriminatory;
- (2) related to the use of the public right-of-way; and
- (3) not a prohibited gift of public property.

Sec. 284.054. PUBLIC RIGHT-OF-WAY RATE ADJUSTMENT. (a) In this section, "consumer price index" means the annual revised Consumer Price Index for All Urban Consumers for Texas, as published by the federal Bureau of Labor Statistics.

(b) A municipality may adjust the amount of the public right-of-way rate not more often than annually by an amount equal to one-half the annual change, if any, in the consumer price index. The municipality shall provide written notice to each network provider of the new rate, and the rate shall apply to the first payment due to the municipality on or after the 60th day following that notice.

Sec. 284.055. USE OF PUBLIC RIGHT-OF-WAY AND APPLICABLE RATE. (a) A network provider that wants to connect a network node to the network using the public right-of-way may:

(1) install its own transport facilities subject to Subsection (b); or

(2) obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than \$28 per node per month.

(b) A network provider may not install its own transport facilities unless the provider:

- (1) has a permit to use the public right-of-way; and
- (2) pays to the municipality a monthly public

right-of-way rate for transport facilities in an amount equal to \$28 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of municipal fees to the municipality exceeds its monthly aggregate per-node compensation to the municipality.

(c) A public right-of-way rate required by Subsection (b) is in addition to any public right-of-way rate required by Section 284.053.

Sec. 284.056. COLLOCATION OF NETWORK NODES ON SERVICE POLES. A municipality, subject to an agreement with the municipality that does not conflict with this chapter, shall allow collocation of network nodes on service poles on nondiscriminatory terms and conditions and at a rate not greater than \$20 per year per service pole.

Sec. 284.057. PROHIBITION ON OTHER COMPENSATION. A municipality may not require a network provider to pay any compensation other than the compensation authorized by this chapter for the right to use a public right-of-way for network nodes, node support poles, or transport facilities for network nodes.

#### SUBCHAPTER C. ACCESS AND APPROVALS

##### Sec. 284.101. RIGHT OF ACCESS TO PUBLIC RIGHT-OF-WAY.

(a) Except as specifically provided by this chapter, and subject to the requirements of this chapter and the approval of a permit application, if required, a network provider is authorized, as a permitted use, without need for a special use permit or similar zoning review and not subject to further land use approval, to do the following in the public right-of-way:

(1) construct, modify, maintain, operate, relocate, and remove a network node or node support pole;

(2) modify or replace a utility pole or node support pole; and

(3) collocate on a pole, subject to an agreement with the municipality that does not conflict with this chapter.

(b) A network provider taking an action authorized by Subsection (a) is subject to applicable codes, including applicable public right-of-way management ordinances.

Sec. 284.102. GENERAL CONSTRUCTION AND MAINTENANCE REQUIREMENTS. A network provider shall construct and maintain network nodes and node support poles described by Section 284.101 in a manner that does not:

(1) obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;

(2) obstruct the legal use of a public right-of-way by other utility providers;

(3) violate nondiscriminatory applicable codes;

(4) violate or conflict with the municipality's publicly disclosed public right-of-way design specifications; or

(5) violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

Sec. 284.103. GENERAL LIMITATION ON PLACEMENT OF POLES. A network provider shall ensure that each new, modified, or replacement utility pole or node support pole installed in a public right-of-way in relation to which the network provider received approval of a permit application does not exceed the lesser of:

(1) 10 feet in height above the tallest existing



utility pole located within 500 linear feet of the new pole in the same public right-of-way; or

(2) 55 feet above ground level.

Sec. 284.104. INSTALLATION IN MUNICIPAL PARKS AND RESIDENTIAL AREAS. (a) A network provider may not install a new node support pole in a public right-of-way without the municipality's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide; and

(2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

(b) In addition to the requirement prescribed by Subsection (a), a network provider installing a network node or node support pole in a public right-of-way described by Subsection (a) shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Sec. 284.105. INSTALLATION IN HISTORIC OR DESIGN DISTRICTS. (a) A network provider must obtain advance approval from a municipality before collocating new network nodes or installing new node support poles in an area of the municipality zoned or otherwise designated as a historic district or as a design district if the district has decorative poles. As a condition for approval of new network nodes or new node support poles in a historic district or a design district with decorative poles, a municipality may require reasonable design or concealment measures for the new network nodes or new node support poles. A municipality may request that a network provider comply with the design and aesthetic standards of the historic or design district and explore the feasibility of using certain camouflage measures to improve the aesthetics of the new network nodes, new node support poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in a historic district or on a design district's decorative poles.

(b) This section may not be construed to limit a municipality's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. Section 332(c)(7), the requirements for facility modifications under 47 U.S.C. Section 1455(a), or the National Historic Preservation Act of 1966 (54 U.S.C. Section 300101 et seq.), and the regulations adopted to implement those laws.

Sec. 284.106. EQUIPMENT CABINETS. A network provider shall ensure that the vertical height of an equipment cabinet installed as part of a network node does not exceed the height limitation prescribed by Section 284.003, subject to approval of the pole's owner if applicable.

Sec. 284.107. COMPLIANCE WITH UNDERGROUNDING REQUIREMENT. (a) A network provider shall, in relation to installation for which the municipality approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

(b) A requirement or restriction described by Subsection

(a) may not be interpreted to prohibit a network provider from replacing an existing structure.

Sec. 284.108. DESIGN MANUAL. (a) A municipality may adopt a design manual for the installation and construction of network nodes and new node support poles in the public right-of-way that includes additional installation and construction details that do not conflict with this chapter. The design manual may include:

(1) a requirement that an industry standard pole load analysis be completed and submitted to the municipality indicating that the service pole to which the network node is to be attached will safely support the load; and

(2) a requirement that network node equipment placed on new and existing poles be placed more than eight feet above ground level.

(b) A network provider shall comply with a design manual, if any, in place on the date a permit application is filed in relation to work for which the municipality approved the permit application. A municipality's obligations under Section 284.154 may not be tolled or extended pending the adoption or modification of a design manual.

Sec. 284.109. EXCEPTIONS. Subject to Subchapter D, a network provider may construct, modify, or maintain in a public right-of-way a network node or node support pole that exceeds the height or distance limitations prescribed by this chapter only if the municipality approves the construction, modification, or maintenance subject to all applicable zoning or land use regulations and applicable codes.

Sec. 284.110. DISCRIMINATION PROHIBITED. A municipality, in the exercise of the municipality's administrative and regulatory authority related to the management of and access to the public right-of-way, must be competitively neutral with regard to other users of the public right-of-way.

#### SUBCHAPTER D. APPLICATIONS AND PERMITS

##### Sec. 284.151. PROHIBITION OF CERTAIN MUNICIPAL ACTIONS.

(a) Except as otherwise provided by this chapter, a municipality may not prohibit, regulate, or charge for the installation or collocation of network nodes in a public right-of-way.

(b) A municipality may not directly or indirectly require, as a condition for issuing a permit required under this chapter, that the applicant perform services unrelated to the installation or collocation for which the permit is sought, including in-kind contributions such as reserving fiber, conduit, or pole space for the municipality.

(c) A municipality may not institute a moratorium, in whole or in part, express or de facto, on:

(1) filing, receiving, or processing applications; or

(2) issuing permits or other approvals, if any, for the installation of network nodes or node support poles.

Sec. 284.152. AUTHORITY TO REQUIRE PERMIT. (a) Except as otherwise provided by this chapter, a municipality may require a network provider to obtain one or more permits to install a network node, node support pole, or transport facility in a public right-of-way if the permit:

(1) is of general applicability to users of the public right-of-way;

(2) does not apply exclusively to network nodes; and

(3) is processed on nondiscriminatory terms and

conditions regardless of the type of entity submitting the application for the permit.

(b) A network provider that wants to install or collocate multiple network nodes inside the territorial jurisdiction of a single municipality is entitled to file a consolidated permit application with the municipality for not more than 30 network nodes and receive permits for the installation or collocation of those network nodes.

Sec. 284.153. GENERAL PROCESS RELATING TO PERMIT APPLICATION. (a) Except as otherwise provided by this section, a municipality may not require an applicant to provide more information to obtain the permit than a telecommunications utility that is not a network provider is required to provide unless the information directly relates to the requirements of this chapter.

(b) As part of the standard form for a permit application, a municipality may require the applicant to include applicable construction and engineering drawings and information to confirm that the applicant will comply with the municipality's publicly disclosed public right-of-way design specifications and applicable codes.

(c) A municipality may require an applicant to provide:

(1) information reasonably related to the provider's use of the public right-of-way under this chapter to ensure compliance with this chapter;

(2) a certificate that the network node complies with applicable regulations of the Federal Communications Commission; and

(3) certification that the proposed network node will be placed into active commercial service by or for a network provider not later than the 60th day after the date the construction and final testing of the network node is completed.

Sec. 284.154. MUNICIPAL REVIEW PROCESS. (a) A municipality shall process each permit application on a nondiscriminatory basis.

(b) Not later than the 30th day after the date the municipality receives an application for a permit for a network node or node support pole, or the 10th day after the date the municipality receives an application for a permit for a transport facility, the municipality shall determine whether the application is complete and notify the applicant of that determination. If the municipality determines that the application is not complete, the municipality shall specifically identify the missing information.

(c) A municipality shall approve an application that does not require zoning or land use approval under this chapter unless the application or the corresponding work to be performed under the permit does not comply with the municipality's applicable codes or other municipal rules, regulations, or other law that is consistent with this chapter.

(d) A municipality must approve or deny an application for a node support pole not later than the 150th day after the date the municipality receives the complete application. A municipality must approve or deny an application for a network node not later than the 60th day after the date the municipality receives the complete application. A municipality must approve or deny an application for a transport facility not later than the 21st day after the date the municipality receives a complete application. An application for a permit for a node support pole, network node,

or transport facility shall be deemed approved if the application is not approved or denied on or before the applicable date for approval or denial prescribed by this subsection.

(e) A municipality that denies a complete application must document the basis for the denial, including the specific applicable code provisions or other municipal rules, regulations, or other law on which the denial was based. The municipality shall send the documentation by electronic mail to the applicant on or before the date the municipality denies the application.

(f) Not later than the 30th day after the date the municipality denies the application, the applicant may cure the deficiencies identified in the denial documentation and resubmit the application without paying an additional application fee, other than a fee for actual costs incurred by the municipality. Notwithstanding Subsection (d), the municipality shall approve or deny the revised completed application after a denial not later than the 90th day after the date the municipality receives the completed revised application. The municipality's review of the revised application is limited to the deficiencies cited in the denial documentation.

Sec. 284.155. TIME OF INSTALLATION. (a) A network provider shall begin the installation for which a permit is granted not later than six months after final approval and shall diligently pursue the installation to completion.

(b) Notwithstanding Subsection (a), the municipality may place a longer time limit on completion or grant reasonable extensions of time as requested by the network provider.

Sec. 284.156. APPLICATION FEES. (a) A municipality may charge an application fee for a permit only if the municipality requires the payment of the fee for similar types of commercial development inside the municipality's territorial jurisdiction other than a type for which application or permit fees are not allowed by law.

(b) The amount of an application fee charged by a municipality may not exceed the lesser of:

(1) the actual, direct, and reasonable costs the municipality determines are incurred in granting or processing an application that are reasonably related in time to the time the costs of granting or processing an application are incurred; or

(2) \$500 per application covering up to five network nodes, \$250 for each additional network node per application, and \$1,000 per application for each pole.

(c) In determining for purposes of Subsection (b)(1) the amount of the actual, direct, and reasonable costs, the municipality may not:

(1) include costs incurred by the municipality in relation to third-party legal or engineering review of an application; or

(2) direct payments or reimbursement of third-party public right-of-way rates or fees charged on a contingency basis or under a result-based arrangement.

Sec. 284.157. CERTAIN WORK EXEMPTED. (a) Notwithstanding any other provision of this chapter, a municipality may not require a network provider to submit an application, obtain a permit, or pay a rate for:

(1) routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public



right-of-way;

(2) replacing or upgrading a network node or pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or

(3) the installation, placement, maintenance, operation, or replacement of micro network nodes that are strung on cables between existing poles or node support poles, in compliance with the National Electrical Safety Code.

(b) For purposes of Subsection (a)(2):

(1) a network node or pole is considered to be "substantially similar" if:

(A) the new or upgraded network node, including the antenna or other equipment element, will not be more than 10 percent larger than the existing node, provided that the increase may not result in the node exceeding the size limitations provided by Section 284.003; and

(B) the new or upgraded pole will not be more than 10 percent higher than the existing pole, provided that the increase may not result in the pole exceeding the applicable height limitations prescribed by Section 284.103;

(2) the replacement or upgrade does not include replacement of an existing node support pole; and

(3) the replacement or upgrade does not defeat existing concealment elements of a node support pole.

(c) The determination under Subsection (b)(1) of whether a replacement or upgrade is substantially similar is made by measuring from the dimensions of the network node or node support pole as approved by the municipality.

(d) Notwithstanding Subsection (a):

(1) a municipality may require advance notice of work described by that subsection;

(2) a network provider may replace or upgrade a pole only with the approval of the pole's owner; and

(3) the size limitations may not in any event exceed the parameters prescribed by Section 284.003 without the municipality's approval in accordance with Section 284.109, with the municipality acting on behalf of this state as the fiduciary trustee of public property.

#### SUBCHAPTER E. ACCESS TO MUNICIPALLY OWNED UTILITY POLES

##### Sec. 284.201. USE OF MUNICIPALLY OWNED UTILITY POLES.

(a) The governing body of a municipally owned utility shall allow collocation of network nodes on municipally owned utility poles on nondiscriminatory terms and conditions and pursuant to a negotiated pole attachment agreement, including any applicable permitting requirements of the municipally owned utility.

(b) The annual pole attachment rate for the collocation of a network node supported by or installed on a municipally owned utility pole shall be based on a pole attachment rate consistent with Section 54.204, Utilities Code, applied on a per-foot basis.

(c) The requirements of Subchapters B, C, and D applicable to the installation of a network node supported by or installed on a pole do not apply to a network node supported by or installed on a municipally owned utility pole.

#### SUBCHAPTER F. EFFECT ON OTHER UTILITIES AND PROVIDERS

##### Sec. 284.251. DEFINITIONS. In this subchapter:

(1) "Cable service" and "video service" have the

meanings assigned by Section 66.002, Utilities Code.

(2) "Electric cooperative" has the meaning assigned by Section 11.003, Utilities Code.

(3) "Electric utility" has the meaning assigned by Section 31.002, Utilities Code.

(4) "Telecommunications provider" has the meaning assigned by Section 51.002, Utilities Code.

(5) "Telephone cooperative" has the meaning assigned by Section 162.003, Utilities Code.

Sec. 284.252. EFFECT ON INVESTOR-OWNED ELECTRIC UTILITIES, ELECTRIC COOPERATIVES, TELEPHONE COOPERATIVES, AND TELECOMMUNICATIONS PROVIDERS. Nothing in this chapter shall govern attachment of network nodes on poles and other structures owned or operated by investor-owned electric utilities, electric cooperatives, telephone cooperatives, or telecommunications providers. This chapter does not confer on municipalities any new authority over those utilities, cooperatives, or providers.

Sec. 284.253. EFFECT ON PROVIDERS OF CABLE SERVICES OR VIDEO SERVICES. (a) An approval for the installation, placement, maintenance, or operation of a network node or transport facility under this chapter may not be construed to confer authorization to provide:

(1) cable service or video service without complying with all terms of Chapter 66, Utilities Code; or

(2) information service as defined by 47 U.S.C. Section 153(24), or telecommunications service as defined by 47 U.S.C. Section 153(53), in the public right-of-way.

(b) Except as provided by this chapter, a municipality may not adopt or enforce any regulations or requirements that would require a wireless service provider, or its affiliate, that holds a cable or video franchise under Chapter 66, Utilities Code, to obtain any additional authorization or to pay any fees based on the provider's provision of wireless service over its network nodes.

#### SUBCHAPTER G. GENERAL CONDITIONS OF ACCESS

##### Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS.

(a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

Sec. 284.302. INDEMNIFICATION. The indemnification provisions of Sections 283.057(a) and (b) apply to a network provider accessing a public right-of-way under this chapter.

Sec. 284.303. RELOCATION. Except as provided in existing state and federal law, a network provider shall relocate or adjust network nodes in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way.

Sec. 284.304. INTERFERENCE. (a) A network provider shall operate all network nodes in accordance with all applicable laws, including regulations adopted by the Federal Communications

Commission.

(b) A network provider shall ensure that the operation of a network node does not cause any harmful radio frequency interference to a Federal Communications Commission-authorized mobile telecommunications operation of the municipality operating at the time the network node was initially installed or constructed. On written notice, a network provider shall take all steps reasonably necessary to remedy any harmful interference.

SECTION 2. (a) In this section, "collocation," "network node," "network provider," and "public right-of-way" have the meanings assigned by Section 284.002, Local Government Code, as added by this Act.

(b) Public/private agreements between a municipality and a network provider for the deployment of network nodes in the public right-of-way on fair and reasonable terms as provided by Chapter 284, Local Government Code, as added by this Act, and corresponding ordinances governing that deployment, are necessary to protect the health, safety, and welfare of the public by facilitating robust and dependable wireless networks. Accordingly, those agreements and ordinances shall be conformed as provided by this section.

(c) Subject to Subsection (d) of this section, the rates, terms, and conditions of agreements and ordinances entered into or enacted before the effective date of this Act shall apply to all network nodes installed and operational before the effective date of this Act.

(d) For all network nodes installed and operational on or after the effective date of this Act:

(1) if a rate, term, or condition of an agreement or ordinance related to the construction, collocation, operation, modification, or maintenance of network nodes does not comply with the requirements of Chapter 284, Local Government Code, as added by this Act, a municipality shall amend the agreement or ordinance to comply with the requirements of Chapter 284, Local Government Code, as added by this Act, and the amended rates, terms, or conditions shall take effect for those network nodes on the six-month anniversary of the effective date of this Act; and

(2) the rates, terms, and conditions of each agreement executed, and each ordinance enacted, on or after the effective date of this Act shall comply with the requirements of Chapter 284, Local Government Code, as added by this Act.

SECTION 3. This Act takes effect September 1, 2017.

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President of the Senate

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Speaker of the House

I hereby certify that S.B. No. 1004 passed the Senate on April 6, 2017, by the following vote: Yeas 29, Nays 0, two present not voting; and that the Senate concurred in House amendment on May 25, 2017, by the following vote: Yeas 29, Nays 0, two present not voting.

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Secretary of the Senate

I hereby certify that S.B. No. 1004 passed the House, with amendment, on May 18, 2017, by the following vote: Yeas 140, Nays 6, two present not voting.

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Chief Clerk of the House

Approved:

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Date

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Governor



## ORDINANCE NO. 2017-39

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES ESTABLISHING UNIFORM RULES AND REGULATIONS GOVERNING THE STANDARDS FOR NETWORK NODES AND NODE SUPPORT POLES IN THE PUBLIC RIGHT-OF-WAY IN THE CITY OF BELTON; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

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WHEREAS, the City of Belton ("City") seeks to encourage wireless infrastructure investment by providing a fair, reasonable, and predictable process for the deployment of network nodes and node support poles, while managing the public right-of-way in the overall interests of the public health, safety and welfare;

WHEREAS, wireless infrastructure in and proposed to be in City right-of-way is permitted and managed in this proposed ordinance while infrastructure on private property is permitted and managed by building permits;

WHEREAS, the City intends to fully comply with and implement Chapter 284 of the Texas Local Government Code and comply with federal law to the extent it preempts local control.

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

**The City of Belton City Council hereby adds the following Chapter that will read as follows:**

**PART 1:** Chapter 20 "Streets, Sidewalks and Other Public Places," Article VIX, "Small Wireless Facility Siting Ordinance," of the Code of Ordinances of the City of Belton, Texas, is hereby added to read as follows:

### Article VIX - SMALL WIRELESS FACILITY SITING ORDINANCE

#### Section 20-160 – Purpose and Scope.

- (a) Purpose. The purpose of this Chapter is to establish policies and procedures for the placement of node support poles in the right-of-way and network nodes in the public right-of-way and on service poles within the City's jurisdiction, which will provide public benefits and will be consistent with the preservation of the integrity, safe usage, and visual qualities of the City public right-of-way and the City as a whole.
- (b) Intent. In enacting this Chapter, the City is establishing uniform standards to address issues presented by network nodes, including without limitation, ensuring that network nodes or node support poles do not adversely affect,

- (1) use of streets, sidewalks, alleys, parkways and other public ways and places;
  - (2) vehicular and pedestrian traffic;
  - (3) the operation of facilities lawfully located in public right-of-way or public property;
  - (4) the ability of the City to protect the environment, including the prevention of damage to trees;
  - (5) the character of residential and historic areas, and city parks, in which network nodes may be installed; and
  - (6) the rapid deployment of network nodes to provide the benefits of wireless services.
- (c) Conflicts with Other Chapters. This Chapter supersedes all Chapters, parts of Chapters or rules adopted prior hereto that are in conflict herewith, to the extent of such conflict.

#### Section 20-161 – Definitions.

All terms used in this Chapter, not specifically defined herein, have the meaning provided in Chapter 284 of the Texas Local Government Code.

- (a) “City Code” means those ordinance provisions relevant to use of the public right-of-way where compliant with applicable law.
- (b) “Applicable Law” means Chapter 284 of the Texas Local Government Code.
- (c) “Applicant” means any person who submits an application and is a network provider.
- (d) “Application” means a request submitted by an applicant (i) for a permit to collocate network nodes; or (ii) to install a transport facility; or (iii) approve the installation, replacement or modification of a pole.
- (e) “Day” means calendar day.
- (f) “Person” means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.
- (g) “Routine Maintenance” means (i) work in the public right-of-way that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; (ii) replacing or upgrading a network node or pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or (iii) the installation, placement, maintenance, operation, or replacement of micro network nodes that are strung on cables between existing poles or node support poles, in the public right-of-way.
- (h) “Technical Grounds” means, in light of prevailing industry and engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable law and City Code.

#### Section 20-162 – Permitted Use and Application.

- (a) Permitted Use: Collocation of network nodes and the placement of node support poles, meeting the parameters set forth in Section 5 below and in applicable law, shall be a permitted use. No zoning or land use review shall apply, subject to the requirements in Section 5.
- (b) Permit Required. No person shall place a network node, transport facility or node support pole in the public right-of-way, without first filing a permit application and obtaining a permit therefore, except as otherwise provided in this Chapter.
- (c) Permit Application. All permit applications filed pursuant to this Chapter shall be on a form, paper or electronic, provided by the City. The Applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each page of such materials accordingly.
- (d) Application Requirements. The permit application shall be made by the network provider or its duly authorized representative and shall contain the following:
  - (1) The Applicant’s name, address, telephone number, and e-mail address.
  - (2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the application.
  - (3) Construction and engineering drawings and information confirming that the construction will be consistent with City Code.
  - (4) Information on electric service and electric meter location.
- (e) Routine Maintenance and Replacement. A permit application shall not be required for: (i) routine maintenance; or for (ii) the replacement of a node with another node that is substantially similar. A permit application is required for any work requiring excavation or closing of a sidewalk or vehicle lane.
- (f) Information Updates. Any amendment to information contained in a permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.

#### Section 20-163 – Action on Permit Applications.

- (a) Review of Applications. The City shall review applications for network nodes, node support poles and transport facilities in light of their conformity with applicable law and City Code and shall issue such permits on nondiscriminatory terms and conditions subject to the following requirements:
  - (1) Within 30 days of receiving an application for a network node or node support pole, or 10 days for a transport facility, the City shall determine and notify the Applicant whether the application is complete; or if incomplete, the City must specifically identify the missing information in such notification. There shall be no fee charged for completion and resubmittal of an application.
  - (2) The City shall make its final decision to approve or deny a complete application no later than (i) 21 days after receipt of a complete application for a transport facility, (ii) 60 days after receipt of a complete application for a network node; and (iii) 150 days after receipt of a completed application for a new node support pole.

- (3) The City shall advise the Applicant in writing of its final decision, and, if denied, the basis for that denial, including specific provisions of City Code or applicable law on which the denial was based, and send the documentation to the Applicant on or before the day the City denies the application. The Applicant may cure the deficiencies identified by the City and resubmit the application within 30 days of the denial without paying an additional application fee, if an application fee is required. The City shall approve or deny the revised application within 90 days of receipt of the amended application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.
- (4) If the City fails to act on an application within the review period specified in this Section 4, the application shall be deemed approved.
- (5) An applicant seeking to collocate network nodes may, at the Applicant's discretion, file a consolidated application and receive permits for up to 30 network nodes. Provided however, the City's denial of any node within a single application shall not affect other nodes submitted in the same application. The City shall grant permits for any and all nodes in a single application that it does not deny, subject to the requirements of this Section.

Section 20-164 – Network Nodes in the Public right-of-way; Maximum Height; Other Requirements.

- (a) Maximum Size of Permitted Use. Collocation of permitted use network nodes in the public right-of-way shall be subject to the size limitations specified in Chapter 284.003 of the Local Government Code.
- (b) Undergrounding Provisions. A network provider shall comply with nondiscriminatory undergrounding requirements, including the City's Subdivision Ordinance, design manual, design standards, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval. This requirement or restriction shall not be interpreted to prohibit a network provider from replacing an existing structure.
- (c) Historic Areas and Design Districts. Subject to the permit application approval time frames in Section 4, a network provider must obtain advance approval from the City before collocating new network nodes or installing new node support poles in any areas zoned or designated as a historic district or as a design district if the district has decorative poles. Such installations shall be subject to the design and aesthetic standards of such areas.
- (d) Installation in Municipal Parks and Residential Areas. A network provider may not install a new node support pole in a public right-of-way without the City's discretionary, nondiscriminatory, written consent of the City if the public right-of-way is located in a municipal park or is adjacent to a street or thoroughfare that is 1) not more than 50 feet wide; and 2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions. A network provider shall comply



with private deed restrictions and other private restrictions when installing network nodes in parks and residential areas.

- (e) Zoning. A network provider seeking to construct, replace or modify a pole or node in the public right-of-way that exceeds the height or size limits contained in this section, shall be subject to applicable zoning requirements.
- (f) All facilities proposed in State right-of-way shall be reviewed and approved by the State. The network provider shall notify the City of any facilities approved by the State.
- (g) Network infrastructure is not allowed on decorative poles, unless authorized the City and with approved stealth or camouflaging.

#### Section 20-165 – Effect of Permit.

- (a) Authority Granted. A permit from the City authorizes an applicant to undertake only certain activities in accordance with this Chapter, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may already have an interest in the public right-of-way.
- (b) Time of Installation. A network provider shall begin the installation for which a permit is granted not later than six months after final approval and shall diligently pursue the installation to completion. Provided, however, the City may place a longer time limit on completion or grant reasonable extensions of time as requested by the network provider.
- (c) Right to Occupy. Once a network provider has collocated a network node or placed a node support pole pursuant to a permit, the provider shall be permitted to continue to maintain such collocation or such pole unless required to remove or relocate under the terms of this Chapter.
- (d) Interference with network nodes. City will not grant a permit to any Person to install any network node or other wireless facility if the City knows or has reason to know that such Person's use of such network node or other wireless facility may in any way adversely affect or interfere with the use and operation of an existing and operational network node for which the City has previously issued a permit.

#### Section 20-166 – Removal, Relocation or Modification of Network Nodes in the ROW.

- (a) Notice. Within 90 days following written notice from the City, a network provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any network node or node support pole within the public right-of-way whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way.
- (b) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to disconnect or move any network node located within the public right-of-way of the City, as the City may determine to be necessary, appropriate or

useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the network provider and allow the network provider an opportunity to move its own facilities prior to the City disconnecting or removing a facility and shall notify the network provider after disconnecting or removing a network node or node support pole.

- (c) Abandonment of Facilities. Upon abandonment of a network node or node support pole within the public right-of-way, the network provider shall notify the City within 90 days. Following receipt of such notice, the network provider shall remove all or any portion of a network node or node support pole within 90 days of the notice.

#### Section 20-167 – Public Right-of-Way Rate.

- (a) Public Right-of-Way Fees. All applications for permits pursuant to this Chapter shall be accompanied by the rights-of-way construction permit fee, as stated in the City's current Fee Schedule. Also, all applications for permits pursuant to this Chapter shall be accompanied by a fee for each network node per year, a transfer facility fee, a fee to collocate a network node on a service pole in the public right-of-way, and a fee for each node support pole, per the City's current Fee Schedule.
- (b) Annual Rate. Once a network provider has installed and made operational a network node in the public right-of-way, network provider shall pay to the City compensation for use of the public right-of-way in the amount of stated in the current Fee Schedule adopted by the City in the City public right-of-way.
- (c) Cease Payment. A network provider is authorized to remove its facilities at any time from the public right-of-way and cease paying the City compensation for use of the public right-of-way following removal and notification to the City and verification of the City of such removal.

#### Section 20-168 – Attachment to Service Poles in the Public Right-of-Way.

A network provider shall be permitted to attach network nodes to city-owned service poles, consistent with applicable law and City Code and subject to the requirements specified herein.

- (a) Permits. A network provider shall obtain a permit, pursuant to the terms of this Chapter, prior to collocating network nodes on service poles.
- (b) Make Ready. Network Provider shall be responsible for costs for make ready work on City service poles to which provider seeks to place a network node.
- (c) Technical Limitations. In the event the City determines, based upon technical grounds, that inadequate space exists on a service pole to accommodate the proposed network node, such pole may be replaced by network provider, at the network provider's expense, with a service pole with adequate space to accommodate the proposed network node.
- (d) Facilities Rearrangements. If another provider would have to rearrange or adjust any of its facilities to accommodate a new network node, the City shall use

reasonable efforts to work with the affected providers to coordinate such activity. All make ready work shall comply with NESC, and other applicable codes. The Applicant shall not be responsible for any third-party costs, including those of other network providers, to adjust existing attachments that are non-compliant with the NESC and other applicable codes at the time of the application.

- (e) Service Pole Attachment Fee. The rate to collocate a network node on a service pole in the public right-of-way shall be per the City's current adopted Fee Schedule. Subject to the provisions of Section 10, such compensation together with the application fee, if applicable, and the public right-of-way rate specified in Section 20-167 shall be the sole compensation that the network provider shall be required to pay to the City.
- (f) Cease Payment. A network provider is authorized to remove its facilities at any time from a service pole in the public right-of-way and cease paying the attachment fee to the City upon notification to the City and verification from the City that the facilities have been removed.

#### Section 20-169 – Transport Facilities.

Installation of transport facilities, including applicable compensation to the City for such facilities, shall be governed by Chapter 284.055 of the Texas Local Government Code.

#### Section 20-170 – Design Manual.

A network provider shall comply with the City's design manual, if any, in place on the date a permit application is filed in relation to work for which the City has approved a permit application. The City's design manual may not conflict with applicable law and must be competitively neutral.

#### Section 20-171 – Effective Date.

This Ordinance shall take effect ten (10) days after its passage, approval and publication.

#### Section 20-172 - 20-175 – Reserved.

**PART 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

**PART 3:** It is hereby declared to be the intention of the City Council that if any sections, paragraphs, sentences, clauses and phrases of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

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

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

**PASSED AND APPROVED** on this the 21<sup>st</sup> day of November, 2017.

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Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk



## **ORDINANCE NO. 2017-40**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING CHAPTER 20, ARTICLE VIII, OF THE CODE OF ORDINANCES REVISING UNIFORM RULES AND REGULATIONS GOVERNING THE CONSTRUCTION AND USE OF CITY RIGHTS-OF-WAY, AND MAY BE KNOWN AS THE "CONSTRUCTION IN THE PUBLIC RIGHTS-OF-WAY ORDINANCE;" PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

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WHEREAS, the Rights-of-Way are a valuable public resource that have required and will continue to require substantial investment by the City of Belton ("City"); and

WHEREAS, the City desires to structure and implement a fair and orderly process for the authorizations to occupy and use the rights-of-way in the City to protect the public interest consistent with applicable law; and

WHEREAS, the City desires to minimize inconvenience and disruption to the public, provide for the orderly and efficient use of the Rights-of-Way now and in the future and preserve adequate capacity of existing and future uses of the Rights-of-Way; and

WHEREAS, the City of Belton ("City") seeks to encourage wireless infrastructure investment by providing a fair, reasonable, and predictable process for the deployment of network nodes and node support poles, while managing the public right-of-way in the overall interests of the public health, safety and welfare;

WHEREAS, wireless infrastructure in and proposed to be in City right-of-way is permitted and managed in this proposed ordinance while infrastructure on private property is permitted and managed by building permits;

WHEREAS, in accordance with applicable state and federal rules, laws, and regulations, including, but not limited to, 47 U.S.C. §253(c) and state laws, including, but not limited to, Tex. Util. Code §§14.008 and 54.205, and Tex. Rev. Civ. Stat., art. 1175; the City seeks to exercise to the fullest extent permitted its historical rights to control and manage its rights-of-way in a competitively neutral and nondiscriminatory basis; and implement certain police power regulations regarding the use of those rights-of-way, in accordance with Tex. Loc. Gov't Code §283.056 including the Public Utilities Regulatory Act of Texas and the Texas Public Utilities Code.

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

**PART 1:** Chapter 20 “Streets, Sidewalks, and Other Public Places,” Article VIII “Construction in Public Rights-of-Way,” of the Code of Ordinances of the City of Belton, Texas, is hereby amended to read as follows:

1. Section 20-143 Definitions
2. Section 20-144 Municipal authorization required
3. Section 20-146 Construction obligations
4. Section 20-147 Conditions of public rights-of-way occupancy
5. Section 20-148 Insurance requirements
6. Section 20-149 Indemnity

#### ARTICLE VIII. - CONSTRUCTION IN PUBLIC RIGHTS-OF-WAY

Sec. 20-141. - Findings and purpose.

The purpose of this article is to:

- (a) Assist in the management of facilities placed in, on or over the public rights-of-way to minimize the congestion, inconvenience, deterioration, visual impact and other adverse effects, and the costs to the citizens resulting from the placement of facilities within the public rights-of-way;
- (b) Govern the use and occupancy of the public rights-of-way;
- (c) Assist the city in its efforts to protect the public health, safety and welfare;
- (d) Conserve the limited physical capacity of the public rights-of-way held in public trust by the city;
- (e) Preserve the physical integrity of the streets and highways;
- (f) Control the orderly flow of vehicles and pedestrians;
- (g) Keep track of the different entities using the public rights-of-way to prevent interference between them;
- (h) Assist on scheduling common trenching and street cuts; and
- (i) Protect the safety, security, appearance and condition of the public rights-of-way.

This article may be referred to as the "Construction in the Public Rights-of-Way Ordinance."

Sec. 20-142. - Authority; scope.

This article applies to all persons that place facilities in, on or over public rights-of-way.

Sec. 20-143. - Definitions.

In this article:

Affiliate means a person who controls, is controlled by, or is under common control with a provider.

Certificated telecommunications provider means the same as in V.T.C.A., Local Government Code § 283.002(2): "Any entity that has been issued a certificate of convenience and necessity, certificate of operating authority or service provider certificate of operating authority by the Texas Public Utility Commission under Chapter 54 of Texas Utility Code authorizing that entity to provide local exchange telephone service."

City means the City of Belton, Texas. As used throughout, the term city also includes the designated agent of the city.

City Manager means the City Manager of the City or the City Manager's designee.

Direction of the City means all ordinances, laws, rules, resolutions, and regulations of the city that are not in consistence with this article and that are now in force or may hereafter be passed and adopted.

Director of Public Works or Director means the City's Director of Public Works or such Director's designee.

Facilities means any and all of the wires, pipes, cables, fibers, duct spaces, manholes, poles, conduits, underground and overhead passageways and other equipment, structures, sidewalks, landscaping, light poles, temporary construction fencing, barricades or cones, materials such as piles of soil, gravel, temporary storage of construction material, etc., wireless network infrastructure including but not limited to nodes, transfer facilities, and poles, and all associated appurtenances and physical equipment placed in, on, above or below the public rights-of-way. Mailboxes, cluster boxes, temporary stormwater runoff controls, and irrigation systems are not considered a facility. Driveways are permitted by a separate ordinance.

Person means a natural person (an individual), corporation, company, association, partnership, firm, limited liability company, joint venture, joint stock company or association, or other entity, including franchise utilities.

Public rights-of-way means the same as in the V.T.C.A., Local Government Code, § 283.002(6), "The area in, on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway or utility easement in which the municipality has an interest. The term does not include the airwaves above a public rights-of-way with regard to wireless telecommunications."

Refer to adopted City of Belton Design Manual and City of Belton Small Wireless Facility Siting Ordinance for additional definitions and references.

Sec. 20-144. - Municipal authorization required.

- (a) Any person seeking to place, reconstruct, demolish, remove, relocate, repair, maintain, or alter any facilities in, on, above or below the public rights-of-way, shall first file an application for a rights-of-way construction permit with the city, receive

approval from the Director, and shall abide by the terms and provisions of this article concerning use of the public rights-of-way. Maintenance to landscaping within the rights-of-way is excluded from the permitting process. However, if significant alteration or additions are proposed to the landscaping, an approved permit is required.

- (b) Any person with a current, unexpired consent, franchise, agreement or other authorization from the city or State (grant) to use the public rights-of-way that is in effect at the time this article takes effect shall continue to operate under and comply with that grant until the grant expires or until it is terminated by mutual agreement of the city and the person, or terminated as otherwise provided for in law.
- (c) Wireless network providers and wireless network facility providers shall adhere to the City's Small Wireless Facility Siting Ordinance, the requirements of Chapter 284 of the Local Government Code, and the City's current adopted design manual.
- (c) Unless otherwise approved by the Director and otherwise addressed in the person's existing franchise agreement or required by Chapter 284 of the Local Government Code, no non-city owned or maintained facilities shall be located in the rights-of-way.
- (d) All proposed street cuts or excavation within the rights-of-way shall be reviewed and approved by the Director.

Sec. 20-145. - Administration and enforcement.

- (a) The Director shall administer and enforce compliance with this article.
- (b) A person shall report information related to the use of the public rights-of-way in the form and manner reasonably prescribed by the Director.
- (c) The city manager shall report to the city council upon the determination that a person has failed to comply with this article.
- (d) Any person, firm, corporation, or any entity violating any of the provisions or terms of this ordinance shall be guilty of a misdemeanor and upon conviction in the Municipal Court of Belton, Texas, shall be subjected to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, except where a different penalty has been established by state law for such offense, and for any violation of any provision which governs public health or sanitation, which shall be punished by a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.

Sec. 20-146. - Construction obligations.

A person is subject to reasonable police power regulation of the city to manage its public rights-of-way in connection with the construction, expansion, reconstruction, maintenance or repair of facilities in the public rights-of-way, pursuant to the city's rights as a custodian of public property, based upon the city's historic rights under state and federal laws. Such regulations include, but are not limited to, the following:

- (a) At the city's request and with the permit application, a person shall furnish the city accurate and complete information as described in this article relating to the



- construction, reconstruction, removal, maintenance, operation and repair of facilities performed by the person in the public rights-of-way.
- (b) A person may be required to place certain facilities within the public rights-of-way underground according to applicable city requirements absent a compelling demonstration by the person that, in any specific instance, this requirement is not reasonable or feasible nor is it equally applicable to other similar users of the public rights-of-way.
  - (c) A traffic control plan may be required by the Director with the permit application.
  - (d) All persons shall perform operations, excavations and other construction in the public rights-of-way in accordance with all applicable city requirements, standards, specifications, and current design manual, including the obligation to use trenchless technology whenever commercially economical, practical and consistent with obligations on other similar users of the public rights-of-way. The city shall waive the requirement of trenchless technology if it determines that the field conditions warrant the waiver, based upon information provided to the city by the person. All excavations and other construction in the public rights-of-way shall be conducted to minimize interference with the use of public and private property. A person shall follow all reasonable construction directions given by the city to minimize any such interference.
  - (e) A person must obtain a permit, as reasonably required by applicable city codes, at least three (3) business days prior to any excavation, construction, installation, expansion, repair, removal, relocation or maintenance of the person's facilities. Once a permit is issued, the person shall give to the city a minimum of forty-eight (48) hours' notice (which could be at the time of the issuance of the permit) prior to undertaking any of the above listed activities on its network placed in, on, above or below the public rights-of-way. The failure of the person to request and obtain a permit from the city prior to performing any of the above listed activities placed in, on, above or below any public rights-of-way, except in an emergency as provided for in subsection (k) below, will subject the person to a stop work order from the city and enforcement action pursuant to the city's Code of Ordinances. If the person fails to act upon any permit within ninety (90) calendar days of issuance, the permit shall become invalid and the person will be required to obtain another permit.
  - (f) When a person completes construction, expansion, reconstruction, removal, excavation or other work, the person shall promptly restore the public rights-of-way in accordance with applicable current city requirements. If the person is required by law to construct, embed, or encase in conflict with the city's current design manuals and standards, the person shall present the proposed details to the Director in the permitting application. A person shall replace and properly relay and repair the surface, base, irrigation system and landscape treatment of any public rights-of-way that may be excavated or damaged due to the erection, construction, maintenance or repair of the person's facilities within thirty (30) calendar days after completion of the work in accordance with existing standards of the city in effect at the time of the work and at or better than the pre-construction condition to the satisfaction of the Director.
  - (g) Upon failure of a person to perform any such repair or replacement work, and five (5) days after written notice has been given by the city to the person, the city may repair

that portion of the public rights-of-way as may have been disturbed by the person, its contractors or agents. Upon receipt of an invoice from the city, the person will reimburse the city for the costs so incurred within thirty (30) calendar days from the date of the city invoice.

- (h) Should the city reasonably determine, within two (2) years from the date of the completion of the repair work, that the curbs, drainage systems, surface, base, irrigation system, landscape treatment or other city facilities and infrastructure requires additional restoration work to meet existing standards of the city, a person shall perform such additional restoration, replacement, or repair work to the satisfaction of the city, subject to all city remedies as provided herein.
- (i) Notwithstanding the foregoing, if the city determines that the failure of a person to properly repair or restore the public rights-of-way constitutes a safety hazard to the public, the city may undertake emergency repairs and restoration efforts. A person shall promptly reimburse the city for all costs incurred by the city within thirty (30) calendar days from the date of the city invoice.
- (j) A person shall furnish the city with construction plans and maps, in a format viewable by the Director such as a PDF or hard-copy, showing the location and proposed routing of new construction or reconstruction at least three (3) business days before beginning construction or reconstruction that involves an alteration to the surface or subsurface of the public rights-of-way. A person may not begin construction until the location of new facilities and proposed routing of the new construction or reconstruction and all required plans and drawings have been approved in writing by the city, which approval will not be unreasonably withheld, taking due consideration of the surrounding area and alternative locations for the facilities and routing.
- (k) If the city manager declares an emergency with regard to the health and safety of the citizens and requests by written notice the removal or abatement of facilities, a person shall remove or abate the person's facilities by the deadline provided in the city manager's request. The person and the city shall cooperate to the extent possible to assure continuity of service. If the person, after notice, fails or refuses to act, the city may remove or abate the facility, at the sole cost and expense of the person, without paying compensation to the person and without the city incurring liability for damages.
- (l) Except in the case of customer service interruptions and imminent harm to property or person (emergency conditions), a person may not excavate the pavement of a street or public rights-of-way without first complying with city requirements. The Director shall be notified immediately regarding work performed under such emergency conditions, and the person shall comply with the requirements of the city standards for the restoration of the public rights-of-way. The person shall apply for a permit for such emergency work on the first working day, after the work has been completed.
- (m) Within sixty (60) days of completion of each permitted section of a person's facilities, the person shall supply the city with a complete set of "as-built" drawings for the segment in a format used in the ordinary course of the person's business and as reasonably prescribed by the city, and as allowed by law. The person shall notify the city if any drawings or information is considered confidential or proprietary.
- (n) The city may require reasonable bonding requirements of a person, as are required of other entities that place facilities in the public rights-of-way.

- (o) Unless otherwise approved by the City, all facilities placed in the rights-of-way shall be done at the person's own cost and expense. All facilities placed in the rights-of-way shall be placed in a good and workmanlike manner.
- (p) The City, or designee, may perform visual inspections of any facilities placed, maintained, or operated in the rights-of-way.
- (q) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by a person's employees, contractors, subcontractors, or vendors while on City rights-of-way is prohibited.
- (r) Facilities placed in a historical or design district or park may be prohibited or at minimum, be required to be black powdered coated and/or be reasonably camouflaged to match the surrounding environment and aesthetics. This also applies to auxiliary equipment such as electric meter boxes, conduit, etc.

Sec. 20-147. - Conditions of public rights-of-way occupancy.

- (a) In the exercise of governmental functions, the city has first priority over all other uses of the public rights-of-way. The city reserves the right to lay sewer, gas, water and other pipe lines, cables and conduits, and to do underground and overhead work, and attachments, restructuring or changes in aerial facilities in, across, along, over or under a public street, alley or public rights-of-way occupied by a person, and to change the curb, sidewalks or the grade of streets.
- (b) The city shall assign the location in or over the public rights-of-way among users of the public rights-of-way with due consideration to the public health and safety considerations of each user type, and to the extent the city can demonstrate that there is limited space available for additional users, may limit new users, as allowed under state or federal law. Unless otherwise approved by the Director, addressed in Chapter 284 of the Local Government Code, and/or otherwise addressed in the person's existing franchise agreement, no non-city owned or maintained facilities shall be located in the rights-of-way. As the City limits of Belton expands and/or additional rights-of-way are obtained or acquired, existing utilities located in new rights-of-way may be required to be relocated at the direction of the Director.
- (c) If the city authorizes abutting landowners to occupy space under the surface of any public street, alley or public rights-of-way, the grant to an abutting landowner shall be subject to the rights of the previously authorized user of the public rights-of-way. If the city closes or abandons a public rights-of-way that contains a portion of a person's facilities, the city shall close or abandon such public rights-of-way subject to the rights of the person.
- (d) If the city gives written notice, a person shall, at its own expense, temporarily or permanently, remove, relocate, change or alter the position of the person's facilities that are in the public rights-of-way within one hundred twenty (120) days, except in circumstances that require additional time as reasonably determined by the city based upon information provided by the person. For projects expected to take longer than one hundred twenty (120) days to remove, change or relocate, the city shall confer with the person before determining the alterations to be required and the timing thereof. The city shall give notice whenever the city has determined that removal,

relocation, change or alteration is reasonably necessary for the construction, operation, repair, maintenance or installation of a city or other governmental public improvement in the public rights-of-way. This section shall not be construed to prevent a person's recovery of the cost of relocation or removal from private third parties who initiate the request for relocation or removal, nor shall it be required if improvements are solely for beautification purposes without prior joint deliberation and agreement with the person.

If the person fails to relocate facilities in the time allowed by the city in this section, the person may be subject to liability to the city for such delay and as set forth in the city code of ordinances now or hereafter enacted.

Notwithstanding anything in this subsection (d), the Director and a person may agree in writing to different time frames than those provided above if circumstances reasonably warrant such a change.

Removal and Relocation of person's facilities shall be in accordance with this ordinance except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

No part of a person's facility shall become, or be considered by the City as being affixed to or a part of, the right-of-way. All portions of the facilities and related equipment constructed, modified, erected, or placed by a person in the right-of-way will be and remain the property of the person and may be removed by the person at any time provided the person shall notify the City prior to any work in the right-of-way.

- (e) During the term of its municipal consent, a person may trim trees or other vegetation in or over the public rights-of-way for the safe and reliable operation, use and maintenance of its facilities with advance approval by the city. Advance approval is not required if directed to trim or remove vegetation by the City's Code Enforcement Officials. All tree trimming shall be performed in accordance with standards promulgated by the city. Should the person, its contractor or agent, fail to remove such trimmings within twenty-four (24) hours, the city may remove the trimmings or have them removed, and upon receipt of a bill from the city, the person shall promptly reimburse the city for all costs incurred within thirty (30) working days. Individual property owners are excepted from this requirement. The City shall not be liable for any damages, injuries, or claims arising from the person's actions under this section.
- (f) Persons shall temporarily remove, raise or lower its aerial facilities to permit the moving of houses or other bulky structures, if the city gives written notice of no less than forty-eight (48) hours. The expense of these temporary rearrangements shall be paid by the party or parties requesting and benefitting from the temporary rearrangements. The person may require prepayment or prior posting of a bond from the party requesting temporary move.
- (g) Abandonment of Facilities. For cases of abandonment of facilities within the public right-of-way, the facility's owner shall notify the City within 90 days of the proposed abandonment. The person shall remove all of the person's facilities within 90 days of the abandonment regardless of whether or not it receives notice to do so from the City. The City shall not issue any refunds for any amounts paid by the facilities' owner related to the item(s) that have been removed. The City may require the person to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.



- (h) Signage must be in accordance with the MUTCD and approved by the City. Signage, however, may be required of the person to be placed on or near the person's facilities. The person may be required to post its name, location identifying information, and emergency telephone number in an area that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City. Except as required by Laws or by a Utility Pole owner, a person shall not post any other signage or advertising in the right-of-way.
- (i) All facilities placed in the right-of-way and specifically in sidewalks or pathways must be placed so as to not violate any code or requirement of the Americans with Disabilities Act.
- (j) As soon as practical, but not later than fourteen (14) calendar days from the date the person receives notice thereof, the person shall remove all graffiti on any of its facilities and related ground equipment located in the right-of-way. The foregoing shall not relieve the person from complying with any City graffiti or visual blight ordinance or regulation.
- (k) The person shall repair any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from the person's removal or relocation activities (or any other of person's activities hereunder) within 10 calendar days following the date of such removal or relocation, at the person's sole cost and expense, including restoration of the right-of-way and such property to substantially the same condition as it was immediately before the date the person was granted a permit for the applicable location or did the work at such location (even if the person did not first obtain a permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City.
- (l) The person shall be responsible and liable for the acts and omissions of the person's employees, temporary employees, officers, directors, consultants, agents, affiliates, subsidiaries, and subcontractors in connection with the installations of any person's facilities and related ground equipment, as if such acts or omissions were the person's acts or omissions.

Sec. 20-148. - Insurance requirements.

- (a) Unless addressed in a current franchise agreement or addressed in Chapter 284 of the Local Government Code, a person shall obtain and maintain the necessary and reasonable amount of insurance with an insurance company licensed to do business in the State of Texas acceptable to the city throughout the term of a municipal consent conveyed under this article. A person shall furnish the city with proof of insurance at the time of the request for permits or as requested. The city reserves the right to review the insurance requirements and to reasonably adjust insurance coverage and limits when the city manager determines that changes in statutory law, court decisions, or the claims history of the industry or the person require adjustment of the coverage. For the purposes of this section, the city will accept certificates of self-insurance issued by the State of Texas or letters written by the person in those instances where the state does not issue such letters, which provide the same coverage as required herein. However, for the city to accept such letters the person

must demonstrate by written information that it has adequate financial resources to be a self-insured entity as reasonably determined by the city, based on financial information requested by and furnished to the city. The city's current insurance requirements are described as follows:

Coverage	Limits of Liability
Workman's compensation with waiver of subrogation on behalf of City of Belton.	Statutory
Employer's liability	\$500,000
Bodily injury liability except automobile	\$500,000 each occurrence
	\$1,000,000 aggregate
Property damage liability except automobile	\$500,000 each occurrence
	\$500,000 aggregate
Automobile bodily injury liability	\$500,000 each person
	\$1,000,000 each occurrence
Owner's protective liability	\$1,000,000 each combined single limit
Excess umbrella liability	\$5,000,000 each occurrence

(b) A person shall furnish, at no cost to the city, copies of certificates of insurance evidencing the coverage required by this section to the city. The city may request the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, unless the policy provisions are established by a law or regulation binding the city, the person, or the underwriter. If the city requests a deletion, revision or modification, a person shall exercise reasonable efforts to pay for and to accomplish the change.

(c) An insurance certificate shall contain the following required provisions:

- (1) Name the City of Belton and its officers, employees, board members and elected representatives as additional insured for all applicable coverage;
- (2) Provide for thirty (30) days' notice to the city for cancellation, nonrenewal, or material change; and
- (3) Provide that notice of claims shall be provided to the Director by certified mail.

(d) A person shall file and maintain proof of insurance with the Director. An insurance certificate obtained in compliance with this section is subject to city approval. The city may require the certificate to be changed to reflect changing liability limits. A person shall immediately advise the city attorney of actual or potential litigation that may develop or may affect an existing carrier's obligation to defend and indemnify.

(e) An insurer has no right of recovery against the city. The required insurance policies shall protect the person and the city. The insurance shall be primary coverage for losses covered by the policies.

(f) The policy clause "other insurance" shall not apply to the city if the city is insured under the policy.

- (g) The person shall pay premiums and assessments. A company which issued an insurance policy has no recourse against the city for payment of a premium or assessment. Insurance policies obtained by a person must provide that the issuing company waives all right of recovery by way of subrogation against the city in connection with damage covered by the policy.

Sec. 20-149. - Indemnity.

- (a) Except as to certificated telecommunications utilities, or as addressed in Chapter 284 of the Local Government Code, and/or unless addressed in current franchise agreement, each person placing facilities in the public rights-of-way shall agree to promptly defend, indemnify and hold the city harmless from and against all damages, costs, losses or expenses:
- (1) For the repair, replacement or restoration of city property, equipment, materials, structures and facilities which are damaged, destroyed or defective as a result of the person's acts or omissions;
  - (2) From and against any and all claims, demands, suits, causes of action and judgments for:
    - a. Damage to or loss of the property of any person (including, but not limited to the person, its agents, officers, employees and subcontractors, city's agents, officers and employees and third parties); and/or
    - b. Death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to the agents, officers and employees of the person, the person's subcontractors, the city, and third parties) arising out of, incident to, concerning or resulting from the negligent or willful act or omissions for the person, its agents, employees, and/or subcontractors, in the performance of activities pursuant to this article.
- (b) This indemnity provision shall not apply to any liability resulting from the negligence of the city, its officers, employees, agents, contractors or subcontractors.
- (c) The provisions of this indemnity are solely for the benefit of the city and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Sec. 20-150. - Severability.

The provisions of this article are severable. However, in the event this article or any procedure provided in this article becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the city shall promptly promulgate new or revised provisions in compliance with the authority's decision or enactment.

Sec. 20-151. - Governing law.

This article shall be construed in accordance with the City Code(s) in effect on the date of passage of this article to the extent that such Code(s) are not in conflict with or in violation of a franchise agreement or the constitution and laws of the United States or the State of Texas, subject to the city's ongoing authority to exercise reasonable police power based on adopted regulations to manage its public rights-of-way, pursuant to sections 20-146 and 20-147 or as otherwise provided by law.

Sec. 20-152. - Unauthorized use of public rights-of-way.

The City may institute all appropriate legal action to prohibit any person from knowingly using the public rights-of-way unless the person has complied with the terms of this article.

**PART 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

**PART 3:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

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

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

**PASSED AND APPROVED** on this the 21<sup>st</sup> day of November, 2017.

---

Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk



## **RESOLUTION NO. 2017-34-R**

### **A RESOLUTION OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE ADOPTION OF AN APPENDIX TO THE CITY OF BELTON DESIGN MANUAL FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES.**

**WHEREAS**, the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage public right-of-way for the health, safety, and welfare of the public; and

**WHEREAS**, the Texas legislature enacted SB 1004 (Chapter 284 of the Texas Local Government Code) authorizing a network provider to install network nodes and node support poles within the public right-of-way; and

**WHEREAS**, SB 1004 authorizes a city to adopt a design manual appendix for the installation and construction of network nodes and node support poles within the public right-of-way; and

**WHEREAS**, the Design Manual appendix establishes detailed requirements for network nodes, node support poles, transport facilities, and micro network nodes; and

**WHEREAS**, the Design Manual appendix designates five historic districts and two design districts under Chapter 284.105 to establish aesthetic requirements; and

**WHEREAS**, the City Council seeks to amend the Design Manual to be consistent with SB 1004 as enacted by the Texas Legislature.

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

**Part 1:** The City of Belton hereby approves the amendment to the Design Manual adopting an appendix which provides installation and construction details for placement of network nodes and node support poles in the public right-of-way by network providers attached as Exhibit "A".

**Part 2:** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** by the Belton City Council on this the 21st day of November, 2017.

APPROVED:

---

Marion Grayson, Mayor

ATTEST:

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Amy M. Casey, City Clerk

# **Appendix A**

# **Design Manual**

*for the*

*Installation of Network Nodes and Node Support Poles  
pursuant to Tex. Loc. Gov. Code, Chapter 284.*

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## **SECTION 1. PURPOSE AND APPLICABILITY.**

The City of Belton (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

*Purpose:* Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles”.

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

*Applicability:* This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

*City Rights-of-Way Management Ordinance:* A Network Provider shall comply with the City’s Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

## **SECTION 2. DEFINITIONS.**

The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 and City of Belton Code of Ordinances, Section 20-143 shall be used in this Design Manual, unless otherwise noted below.

*Abandon* and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

*Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

*Applicable codes* means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

*City* means the City of Belton, Texas or its lawful successor, or its designated agent.

*Chapter 284* means Tex. Loc. Gov. Code, Chapter 284.

*Collocate* and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

*Concealment or Camouflaged* means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

*Decorative pole* means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

*Design District* means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

*Disaster emergency* or *disaster* or *emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

*Distributed Antenna System or DAS* shall be included as a type of “Network Node.”

*Easement* means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

*Federal Communications Commission or FCC* means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

*Highway right-of-way* means right-of-way adjacent to a state or federal highway.

*Historic district* means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

*Law* means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

*Local* means within the geographical boundaries of the City.

*Location* means the City approved and lawfully permitted location for the Network Node.

*Macro tower* means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

*Micro network node* means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

*Municipal park* means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

*Municipally owned utility pole* means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

*MUTCD* means Manual of Uniform Traffic Control Devices.

*Network node* means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

*Network provider* means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

*Node support pole* means a pole installed by a network provider for the primary purpose of supporting a network node.

*Permit* means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

*Pole* means a service pole, municipally owned utility pole, node support pole, or utility pole.

*Private easement* means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

*Provider* has the same meaning as “Network Provider.”

*Public right-of-way* means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

*Public right-of-way management ordinance* means an ordinance that complies with Chapter 284, Subchapter C.

*Service pole* means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

*Small cell* shall be included as a type of “Network Node.”

*Street* means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

*SWPPP shall mean Storm Water Pollution Prevention Plan.*

*TAS* means Texas Accessibility Standards.

*Traffic Signal* means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.



*Transport facility* means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

*Underground Requirement Area* shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

*User* means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

*Utility pole* means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

*Wireless service* means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

*Wireless service provider* means a person that provides wireless service to the public.

*Wireless facilities* mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

### **SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.**

#### **A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.**

1. ***Municipal Parks and Residential Areas.*** In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

**2. *Historic District and Design Districts.*** In accordance with Chapter 284, Sec. 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

2.1. As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, the City shall require reasonable design or Concealment measures for the Network Nodes or Node Support Poles. Therefore, any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed Concealment measures in the permit applications.

2.2. The City request that a Network Provider explore the feasibility of using Camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in an Historic District.

2.3. Network Provider shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.

2.4. Each permit application shall disclose if it is within a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

**3. *Historic Landmarks.*** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

**4. *Compliance with Undergrounding Requirements.*** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

**B. Least preferable locations.**

1. **Residential Areas and Parks.** A Network Provider is not allowed to install a Network Node on an existing pole in a public right-of-way without written consent from the City if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

2. **Historic Districts and Design Districts.** A Network Provider is not allowed to install a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Design Districts or in an area of the City zoned or otherwise designated as a Historic District without written consent from the City and unless such a Network Node or a new Node Support Pole is camouflaged.

**C. Most preferable locations**

1. *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. *Retail and Commercial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

**D. Designated Areas.**

1. The City may designate an area as a Historic District or a Design District under Chapter 284.105 at any time. Both historical and design districts require decorative black powdered poles and fixtures, brick pavers in sidewalks, stealth/camouflaged facilities, and underground facilities, unless otherwise approved.

2. Currently designated *Historic Districts* are:

- (a) Ordinance 2012-48 – Lower West Belton Historic District.
- (b) Ordinance 2012-49 – South Main Historic District.
- (c) Ordinance 2012-50 – Downtown Belton Commercial Historic District.
- (d) Ordinance 2012-51 – Central Belton Historic District.
- (e) Ordinance 2012-52 – North Central Belton Historic District.

3. Currently designated *Design District* areas are:

(a) Design District Number 1 is the area referred to as Central Belton Design District. Its boundaries are generally between 6<sup>th</sup> Avenue and Nolan Creek and generally between Penelope Street and Interstate 35.

(b) Design District Number 2 is the area referred to as Main Street Design District. Its boundaries are along the east side of Main Street, generally between 2<sup>nd</sup> Avenue and 6<sup>th</sup> Avenue.

4. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

5. Currently designated *Underground Compliance Areas* are historical and design districts.

### **E. Exceptions**

The City by its discretionary consent and agreement may grant exception to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

### **F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.**

1. *Existing telephone or electrical lines between existing utility poles.* Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to and approval by the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

#### *3. Municipal Service Poles:*

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node and such installation shall not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of nodes shall not conflict with MUTCD requirements.



d. The use of existing *automatic meter infrastructure towers* may be allowed, if tower loading analysis proves the installation is acceptable and the node causes no interference with the meter infrastructure.

e. *Water tower* use is discouraged.

f. *City Way Finding Signs* use is discouraged.

g. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

4. *Ground Equipment.* Ground equipment should be minimal and the least intrusive.

## **SECTION 4. GUIDELINES ON PLACEMENT.**

### **A. Generally.**

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
2. obstruct the legal use of a public right-of-way by other utility providers;
3. violate nondiscriminatory applicable codes;
4. violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

### **B. General Requirements and Information:**

1. *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.

2. *State and Federal Rights-of-way permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of non-interference with City Safety Communication Networks.*

a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

*4. Improperly Located Network Node facilities, Node Support Poles and related ground equipment:*

a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty as stated in the City's current adopted Right-of-Way Management Ordinance until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordinances concerning improperly located facilities in the rights-of-way.

**B. Underground Requirement Areas.**

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

**C. Network Node facilities placement:**

1. *Right-of-Way*: Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height above ground*. Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions*. In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on number of Network Nodes per Site*. There shall be no more than one Network Node on any one Pole.

#### **D. New Node Support Poles.**

1. *New Node Support Poles Spacing*. New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole*. In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

(1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or

(2) 55 feet above ground level.

#### **E. Ground Equipment.**

1. *Ground Equipment near street corners and intersections*: Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks*. For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City in writing.

#### **F. Municipal Service Poles:**

1. *In accordance with Agreement:* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *Required industry standard pole load analysis:* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. *Height of attachments:* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Installations on Traffic Signals:* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure; and

4. *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

- i. Be encased in a separate conduit than any City signage electronics;
- ii. Have a separate electric power connection than the signage structure;
- iii. Have a separate access point than the signage structure; and

## **SECTION 5. GENERAL AESTHETIC REQUIREMENTS**

### **A. Concealment.**

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and



wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

**B. New Node Support Pole Spacing.**

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

**C. Allowed Colors.**

Colors in Historic Districts and Design Districts must be approved by the City from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

**SECTION 6. ELECTRICAL SUPPLY**

A. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

B. Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

**SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.**

1. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

**SECTION 8. INSTALLATION AND INSPECTIONS**

**A. INSTALLATION.**

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

**B. INSPECTIONS.**

The City, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way

shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

#### **SECTION 9. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.**

Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

#### **SECTION 10. GENERAL PROVISIONS.**

**1. As Built Maps and Records.** Network Provider's as built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

**3. DRUG POLICY.** Drug policy of Network provider's personnel, and contractors in the rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

**4. ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE.** The City has appropriated \$0 to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under this Article, and no other funds are allocated.

**5. OWNERSHIP.** Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

**6. Tree Maintenance.** Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

**7. Signage.** Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

**8. Graffiti Abatement.** Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

#### **9. Restoration.**

Network Provider shall restore and repair of the rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

#### **10. Network provider's responsibility.**

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

#### **SECTION 11-19 RESERVED**

#### **SECTION 20. DESIGN MANUAL - UPDATES**

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

**CITY OF BELTON, TEXAS**

**CHAPTER 284 SERVICE POLE COLLOCATION ATTACHMENT  
LICENSE AGREEMENT**

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**THE STATE OF TEXAS** §  
§  
**COUNTY OF BELL** §



**WHEREAS**, the Licensee shall compensate the City pursuant to applicable state law, including Chapter 284, for the collocation of the Network Nodes on Service Poles in the City's Public Rights-of-Way; and

**WHEREAS**, the Licensee's non-exclusive use at locations in its Public Rights-of-Way, are subject to the terms and conditions set forth herein, and pursuant to Permits issued by the City.

**WHEREAS**, the City and Licensee desire by this agreement to set forth their understanding of such matters.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein below, City and Licensee agree as follows:

## **ARTICLE 1. PARTIES**

### **1.1.ADDRESSES**

The initial address of the parties, which either party may change at any time by giving written notice to the other party pursuant to the terms of this Agreement, are as follows:

#### **City of Belton**

Attn: Public Works Department

PO Box 120

Belton, Texas 76513

#### **Network Provider and Licensee**

\_\_\_\_\_  
Attn: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## **ARTICLE 2. DEFINITIONS**

2.1. As used in this Agreement, the definitions as used in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used, unless otherwise noted in Section 2.1, below:<sup>1</sup>

2.1.1. *Abandon* and its derivatives means the facilities installed in the rights-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more

than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

- 2.1.2. *Affiliate* means (a) any entity who (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with the Licensee; (b) any entity acquiring substantially all of the assets of Licensee in the market defined by the Federal Communications Commission in which the Locations are located; or (c) any successor entity in a merger, acquisition, or other business reorganization involving Licensee. For purposes of this definition, “own” means to own an equity or other financial interest (or the equivalent thereof) of more than 10 percent or any management interest.
- 2.1.3. *Agreement* means this contract between the Parties, including any exhibits and any written amendments as authorized by this Agreement.
- 2.1.4. *Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.
- 2.1.5. *Applicable code or codes* means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and local amendments to those codes to the extent not inconsistent with Chapter 284.
- 2.1.6. *City* is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.1.7. *City Attorney* means the currently appointed or acting City Attorney or his/her designee.
- 2.1.8. *City Engineer* means the city engineer for the City from City’s Public Works Department, or its successor department, or a person he or she designates.
- 2.1.9. *City Manager* means the current and successor City Manager of the City.
- 2.1.10. *Collocate* and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public rights-of-way on or adjacent to a pole.
- 2.1.11. *Concealment or Camouflaged* means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

- 2.1.12. *Decorative pole* means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.
- 2.1.13. *Design District* means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.
- 2.1.14. *Design Manual* means the City Design Manual for the Installation of Network Nodes and Node Support Poles pursuant to Tex. Loc. Gov. Code, Chapter 284 enacted and adopted by the City in accordance with Chapter 284, Sec. 284.108.
- 2.1.15. *Director* means the Director of Public Works Department, or its successor department, or a person he or she designates.
- 2.1.16. *Disaster emergency* or *disaster* or *emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.
- 2.1.17. *Distributed Antenna System or DAS* shall be included as a type of “Network Node.”
- 2.1.18. *Effective Date* means that date signed on the signature page of this Agreement for each respective Licensee.
- 2.1.19. *Ground Equipment* means a Wireless Facility that is located on the surface of the Public Rights-of-Way in an approved permit that is immediately adjacent to the Pole on which the Network Node is located.
- 2.1.20. *Historic District* recognized by the City, state or federal government under the City Code of Ordinances, State Law, including, but not limited to, Sec. 442.001(3) of the Texas Government Code, a federal law, including, but not limited to, 16 U.S.C. § 470.
- 2.1.21. *Historic Landmark* recognized by the City, state or federal government under the City Code of Ordinances, State Law, including, but not limited to, Sec. 442.001(3) of the Texas Government Code, a federal law, including, but not limited to, 16 U.S.C. § 470.
- 2.1.22. *Law* means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance
- 2.1.23. *Licensee* and *Network Provider* mean the name of the entity and includes its successors and assignees.

- 2.1.24. *Location* means the location of a Service Pole in the Public Rights-of-Way in which Licensee is authorized to place its Network Node, provided that it has obtained all Permits.
- 2.1.25. *Macro tower* means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.
- 2.1.26. *Micro network node* means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.
- 2.1.27. *Modification* means any work in the Public Rights-of-Way, or alteration of a Wireless Facility that is not substantially similar in size or is a change in the Wireless Facility's location in the Public Rights-of-Way or its physical position on the Pole except those alterations or changes that are excepted from requiring a permit under Chapter 284, Sec. 284.157 (a) and (b) do not constitute Modifications.
- 2.1.28. *Municipal park* means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.
- 2.1.29. *Municipally owned utility pole* means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public rights-of-way.
- 2.1.30. *MUTCD* means Manual of Uniform Traffic Control Devices.
- 2.1.31. *Network node* means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term: (A) includes: (i) equipment associated with wireless communications; (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and (B) does not include: (i) an electric generator; (ii) a pole; or (iii) a macro tower.
- 2.1.32. *Network provider* means: (A) a wireless service provider; or (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider: (i) network nodes; or (ii) node support poles or any other structure that supports or is capable of supporting a network node.
- 2.1.33. *Party* or *Parties* mean the Licensee and City, individually or collectively as indicated in the context in which it appears.
- 2.1.34. *Other Party* or *Other Parties* means a Chapter 284 Wireless Service provider who is not a Party to this Agreement.

- 2.1.35. *Node support pole* means a pole installed by a network provider for the primary purpose of supporting a network node.
- 2.1.36. *Permit* means a written authorization for the use of the public rights-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.
- 2.1.37. *Pole* means a service pole, municipally owned utility pole, node support pole, or utility pole
- 2.1.38. *Provider* has the same meaning as “Network Provider.”
- 2.1.39. *Public rights-of-way* means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include: (A) a private easement; or (B) the airwaves above a public rights-of-way with regard to wireless telecommunications.
- 2.1.40. *Public rights-of-way management ordinance* means an ordinance of the City that complies with Chapter 284, Subchapter C.
- 2.1.41. *Public rights-of-way rate* means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public rights-of-way in the municipality pursuant to Chapter 284, Sec. 284.053.
- 2.1.42. *Rental Fees means* as described in Article 5 herein.
- 2.1.43. *School* means an educational institution that offers a course of instruction for students in one or more grades from kindergarten through grade 12
- 2.1.44. *Service pole* means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including: (A) a pole that supports traffic control functions; (B) a structure for signage; (C) a pole that supports lighting, other than a decorative pole; and (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.
- 2.1.45. *Small cell* shall be included as a type of “Network Node.”
- 2.1.46. *Street* means only the paved portion of the Public Rights-of-Way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire rights-of-way, while a Public Rights-of-Way may include sidewalks and utility easements, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.



- 2.1.47. *TAS* means Texas Accessibility Standards.
- 2.1.48. *Traffic Signal* means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.
- 2.1.49. *Transport facility* means each transmission path physically within a public rights-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes
- 2.1.50. *Underground Requirement Area* shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public rights-of-way.
- 2.1.51. *Utility pole* means a pole that provides: (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.
- 2.1.52. *Wireless service* means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.
- 2.1.53. *Wireless service provider* means a person that provides wireless service to the public.
- 2.1.54. *Wireless facilities* mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284
- 2.2 When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural.
- 2.3. The word “shall” is always mandatory and not merely permissive.
- 2.4. “Include” and “including,” and words of similar import, shall be deemed to be followed by the words “without limitation.”

### **ARTICLE 3. CHAPTER 284 GRANT AND SCOPE OF AUTHORIZATION TO COLLOCATE NETWORK NODES ON SERVICE POLES.**

- 3.1. CITY GRANT OF PERMISSION IN ACCORDANCE WITH CHAPTER 284.
  - 3.1.1. Only to the extent required by Chapter 284, Sec. 284.056 and Sec. 284.101 (a) (3) does the City grant Licensee the right to enter the Public Rights-of-Way and to Collocate Network Node facilities on Service Poles in the Public Rights-of-Way, subject to the terms of this Agreement and Chapter 284.

- 3.1.2. This Agreement does not confer any other rights not described herein nor does it permit Licensee or third parties to use the Public Rights-of-Way or Service Poles for purposes not specified in this Agreement, except to the extent otherwise expressly allowed by law.
- 3.1.3. This Agreement does not authorize the Licensee to install equipment and facilities associated with or for Macro Towers in the Public Rights-of-Way.
- 3.1.4. Network Provider must have an existing Agreement with the City to apply for and be granted a Permit to use or to in anyway Collocate Network Node facilities on Service Poles.

### 3.2. SCOPE OF AGREEMENT

- 3.2.1. This Agreement is not exclusive and the City reserves the right to grant permission to enter the Public Rights-of-Way and to use Service Poles in the Public Rights-of-Way to Collocate Network Node facilities to other eligible and qualified Other Parties under Chapter 284.
- 3.2.2. Except as expressly provided herein, this Agreement does not grant Licensee the authority to grant any rights under this Agreement to any Other Party without the written consent of the City in a separate agreement in accordance with Chapter 284.
- 3.2.3. This Agreement only authorizes Collocation of Network Node on Service Poles in the Public Rights-of-Way and does not confer any rights or permission to install or otherwise collocate Network Node on any other Poles or to place such Network Node in the Public Rights-of-Way.
- 3.2.4. This Agreement does not grant to the Licensee an interest in any property.

### 3.3. UNAUTHORIZED NETWORK NODE ON SERVICE POLES.

- 3.3.1. The City shall deem as unauthorized any type of Network Node attached or Collocated to a Service Pole if there is no Agreement, even if it was inadvertently and incorrectly permitted. The City at their discretion may, upon 30 days' written notice, remove or require the Licensee to remove unauthorized Network Node at Licensee's expense without any liability to the City. The City will invoice and Licensee shall reimburse the City within 30 days of receipt of the invoice for the City's cost of removal of unauthorized Network Node.
- 3.3.2. Any Modification to a Network Node must be approved by the City except for those modifications, repairs, routine maintenance or related work that do not require a permit under Chapter 284, Sec. 284.157 (a) and (b), however even for those modifications, repairs, routine maintenance or related work that do not require a permit under Chapter 284, Sec. 284.157 (a) and (b), advance notice shall be given via written letter (which may be delivered by hand or other method) or an acknowledged email transmission by the Network Provider to the City contact

listed in Article I shall be provided to the City as allowed by Chapter 284, Sec. 284.157 (d) (1)- (3).

#### **ARTICLE 4. APPLICATION FOR A PERMIT TO COLLOCATE ON A SERVICE POLE.**

##### **4.1. APPLICATION FOR A PERMIT TO COLLOCATION A NETWORK NODE ON A SERVICE POLE.**

4.1.1. *Application for Collocation on Service Pole Permit.* Prior to Collocation of a Network Node on a Service Pole or installation of the related ground equipment adjacent to a Service Pole, Licensee shall complete and submit to the City, the City's Rights of Way Construction Permit.

4.1.1.1. *Fee for Application for Collocation on Service Pole Permit Due with Application.*

(a) City may charge an application and permit fee for the Application for Collocation of a Network Node on a Service Pole Location in accordance with Chapter 284, Sec. 284.156. Refer to the City's more current Fee Schedule for application fee amount, if applicable.

(b) Licensee shall pay the City the Ch. 284, Sec. 284.156 application and permit fees at the time of the submittal of the application for the permits. Except as provided for in this Agreement, application and permit fees are non-refundable.

(c) Required fees are per the most current Fee Schedule adopted by the City.

4.1.1.2. Documents necessary for the review of the Application for Collocation of a Network Node on a Service Pole Location and as reasonably requested by the City Engineer as may be requested by Chapter 284, include but are not limited to:

4.1.1.2.1. Map showing exact intended location of the Network Node and its distance from a designated Historic Landmark, Park, or School, Utility Pole, Node Support Pole, and other Network Nodes on a Service Pole, if any, and depicting the sidewalks, and ramps onto sidewalks required by Applicable Codes, TAS, or other law, including the Americans with Disabilities Act, and paved street surface and utility easements;

4.1.1.2.2. Representative drawings or pictures of the intended Network Node as intended to be Collocated on the Service pole; and

4.1.1.2.3. Engineering and construction plans and drawings related to the Collocation of the Network Node on the Service Pole, including where the proposed Transport Facilities will be connected to the Network Node as electrical power connections.

4.1.1.3. *Required industry standard pole load analysis:* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108. An application will not be accepted as complete or will be deemed to have not been accepted without the appropriate engineering analysis.

4.1.1.4. *Height of attachments:* Installations will be per the City's most recent design manual and standards.

4.1.1.5. *Installations on Traffic Signals:* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure.
- iv. Shall not alter, puncture or drill into the City structure.

4.1.1.6. *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electronics shall:

- i. Be encased in a separate conduit than any City signage electronics;
- ii. Have a separate electric power connection than the signage structure;
- iii. Have a separate access point than the signage structure;
- iv. Will not alter, puncture or drill into the City structure.

4.1.2. Network Provider shall comply with any additional requirements of the City's Public Rights-of-Way Ordinance and Design Manual or directions of the City concerning collocating its Network Nodes on any Service Pole. Compliance is to be with the City's Public Rights-of-Way Management Ordinance and Design Manual in effect at the time of the Application for Collocation of a Network Node on a Service Pole Location.

4.1.3. If the applicant is not the same as the Licensee listed on the Application for Collocation of a Network Node on a Service Pole or installation of the related ground equipment, the Licensee shall sign the application or provide a letter of agency satisfactory to the City and is presumed to be the owner of the Network Node, and

Ground Equipment and shall be fully responsible for them and the Rental Fees as set forth as the Licensee and Network Provider in this Agreement.

4.2. **REVIEW PROCESS FOR AN APPLICATION FOR COLLOCATION OF A NETWORK NODE ON A SERVICE POLE PERMIT. (CH. 284, SEC. 284.154)**

4.2.1. The City shall review an Application for Collocation of a Network Node on a Service Pole or installation of the related ground equipment on a Service Pole for completeness and act in the time allowed, with notifications to the Licensee, as prescribed in Chapter 284, Sec. 284.154.

4.2.2. The City shall review the Application for Collocation of a Network Node on a Service Pole to determine:

4.2.2.1. If the requested site has already been approved as a Location for Other Parties, in which instance that Location shall no longer be available and application shall be denied;

4.2.2.2. If all the required documentation has been provided;

4.2.2.3. Compliance with the requirements of the City's Public Rights-of-Way Ordinance and Design Manual and this Agreement;

4.2.2.4. That written permission has been obtained by applicable parties as required by this Agreement; and

4.2.2.5. Compliance with applicable construction, engineering, design specifications, Applicable Codes and laws, and other applicable requirements, including the Americans with Disabilities Act.

4.2.3. The City shall deny a requested Application for Collocation of a Network Node on a Service Pole if the Licensee's application is not in compliance with the City's Public Rights-of-Way Ordinance and Design Manual and this Agreement.

4.2.4. Licensee shall not install a Network Node without the requisite Permit(s).

**ARTICLE 5. CHAPTER 284 RENTAL FEES AND OTHER PAYMENTS**

5.1. **NETWORK NODE SITE ANNUAL RENTAL RATE. (CH. 284, SEC. 284.053)**

5.1.1 *Annual Network Node Rate.* Licensee shall pay the City annually per Network Node site per the City's current Fee Schedule in accordance with Ch. 284., Sec. 284.053 (a) the Network Node Public Rights-of-Way Rate for each Location for which Licensee has obtained Permit(s) regardless of whether or not a Licensee installs Network Nodes in the Public Rights-of-Way. Except as provided for in this Agreement, the annual Network Node Public Rights-of-Way Rate is non-refundable.

5.1.2. *Initial Annual Network Node Rate Pro Rated.* The annual Network Node Public Rights-of-Way Rate payment for the first year at any Location ("Initial Annual Network Node Payment") begins accruing when the permit is issued and is due 30 days after Licensee obtains a Permit to install or collocate a Network Node at the Location. The Initial



Annual Network Node Payment shall be pro-rated for the months remaining in the calendar year after the permit issuance date.

5.1.3. *Subsequent Years Annual Network Node Rate Due Date.* The annual Network Node Public Rights-of-Way Rate for every year after the Initial Annual Network Node Payment shall be paid in advance on or before December 31 of each calendar year for each Network Node in the Public Rights-of-Way for the next calendar year period.

5.1.4 *Annual Network Node Rate Adjustment.* Pursuant to Ch. 284, Sec. 284.054 on or about each October of each year after October 2017 the City intends to adjust the annual Network Node Public Rights-of-Way Rate by an amount equal to one-half the annual change, cumulative since Sept. 1, 2017, if any, in the Consumer Price Index for All Urban Consumers for Texas, as published by the federal Bureau of Labor Statistics. The City shall provide written notice to each Network Provider of the new rate, and the rate shall apply to the first payment due to the municipality on or after the 60th day following that notice. It is the City's intent that the new adjusted Network Node Public Rights-of-Way Rate be effective each year by December 31 in order to apply and begin accruing January 1 of the year following the Notice of the adjustment in the Network Node Site Public Rights-of-Way Rate.

5.2. COLLOCATION ATTACHMENT ON SERVICE POLE FEE. (CH. 284, SEC. 284.056)

5.2.1 *Annual Collocation on Service Pole Attachment fee.* Licensee shall pay the City annually, fees are per the most current Fee Schedule adopted by the City, for each Network Node Permitted to be Collocated on Service Pole in accordance with Ch. 284., Sec. 284.056 for each Location for which Licensee has obtained Permit(s) to collocate a Network Node on a Service Pole regardless of whether or not a Licensee collocates a Network Node on a Service Pole. Except as provided for in this Agreement, this fee is non-refundable.

5.2.2. *Initial Annual Collocation on Service Pole Attachment Fee Pro Rated.* The annual collocation on Service Pole attachment fee payment for the first year at any Location ("Initial Annual Collocation on Service Pole Attachment Fee Payment") begins accruing when the permit is issued and is due 30 days after Licensee obtains a Permit to install or collocate a Network Node at the Location. The Initial Annual Collocation on Service Pole Attachment Fee Payment shall be pro-rated for the months remaining in the calendar year after the permit issuance date.

5.2.3. *Subsequent Years Annual Collocation on Service Pole Attachment Fee Due Date.* The annual Collocation on Service Pole attachment fee for every year after the Initial Payment shall be paid in advance on or before December 31 of each calendar year for each Network Node in the Public Rights-of-Way for the next calendar year period.

5.3. MONTHLY TRANSPORT FACILITY FEE. (CH. 284, SEC. 284.055)

5.3.1 *Monthly Transport Facility Fee.* To the extent Network Provider has Transport Facilities Permitted from the Network Nodes in the Public Rights-of-Way it shall pay the City in accordance with the Ch. 284, Sec. 284.055 (b) a monthly Transport Facilities fee on a quarterly basis as set out below in Sec. 5.3.3, which begins accruing when the permit is issued and is on the same quarterly access line schedule for quarterly calendar period

covered and quarterly payment schedule as in Chapter 283 of the Local Gov. Code. Except as provided for in this Agreement, the Monthly Transport Facility Fee is non-refundable

5.3.2 Licensee may either:

(a) In accordance with Ch. 284., Sec. 284.055 (a) (1), install its own Transport Facilities, subject to Transport Facility fee payments as set out in Subsection 5.3.3, below; or

(b) In accordance with Ch. 284., Sec. 284.055 (a) (2) obtain transport service from a person that is paying the City fees to occupy the Public Rights-of-Way that are the equivalent of not less than, fees are per the most current Fee Schedule adopted by the City, per Network node site per month, for which the City shall require independent reasonable verification that the provider of Transport Facility service to the Network Provider has paid the City in the corresponding calendar quarterly time period a payment in an amount that is equivalent to or greater than the Transport Facility fee due for that quarterly payment for the same and corresponding calendar quarter period that the Network Provider would have been due to pay the city for the calendar quarter as set out in Subsection 5.3.4., below.

*5.3.3. Monthly Transport Facility Fee payment.* In accordance with Ch. 284., Sec. 284.055 (b), the Network Provider shall pay to the City an amount equal to the fees per the most current Fee Schedule adopted by the City multiplied by the number of the Network Provider's Network Nodes located in the Public Rights-of-Way for which the installed Transport Facilities provide backhaul unless or until the time the Network Provider's payment of municipal rights-of-way fees for use of the Public Rights-of-Ways to the City from that same and corresponding calendar quarter period that exceeds its monthly aggregate per-node compensation to the City due for that calendar quarter, subject to the verification as set out in Subsection 5.3.4., below.

*5.3.3.1. Quarterly Due dates of Transport Facility Fee payments.* The Monthly Transport Facility Fee begins accruing when the permit is issued and is on the same quarterly access line schedule for quarterly calendar period covered and quarterly payment schedule as in Chapter 283 of the Local Gov. Code. The Network Provider shall pay the City the Monthly Transport Facility Fee payment on a quarterly calendar year basis for each calendar quarter, 45 days after the end of the preceding calendar quarter the monthly Public Rights-of-Way rate for Transport Facilities.

*5.3.4 Alternative Quarterly True-up Verification Report.* If Network Provider utilizes the Ch. 284., Sec. 284.055 (a) (2) option to obtain transport service from a person that is paying municipal fees to occupy the Public Rights-of-Way or utilizes the Ch. 284, Sec. 284.055 (a) (1), option and install its own Transport Facilities and asserts that it has paid the City in an amount that is equivalent to or greater than the Transport Facility fee due for that quarterly period for the same and corresponding calendar quarter period that would have been due from the Network Provider to the City for the calendar quarter then:

(a) 45 days after the end of each calendar quarter the Network Provider shall provide to the City a Quarterly True-up Verification Report documenting those equivalent or greater payments to the City.

(b) This verification report is to allow the City to verify that the corresponding immediately preceding past quarterly payments due the City for Transfer Facilities for each Network Node Transfer Facility that the City has received from the Network Provider or from the Network Provider's provider of Transport Facilities a payment to the City for that corresponding prior calendar quarterly period's is equal to or exceeds the monthly aggregate per-node Transfer Facility compensation due to the City under this Agreement and Ch. 284., Sec. 284.055 (b) (2) for that same calendar quarter period.

(c) The Quarterly True-up Verification Report shall be provided 45 days after the end of each calendar quarter that an actual and full payment is not made from the Network Provider to the City for the Transfer Facilities Monthly Transport Facility Fee payment.

(d) In the event the payment to the City that is asserted to be equal to or exceeding the monthly aggregate per-node Transfer Facility compensation due to the City under this Agreement and Ch. 284., Sec. 284.055 was by a different named entity than the Network Provider, the Network Provider bears the burden to establish that the entity paying the City and the Network Provider is an Affiliate and that they are one and the same for purposes of a Chapter 284 Transfer Facility fee true-up credit against the Monthly Transport Facility Fee.

5.3.5. This Transport Facility fee is in addition to any annual Network Node Public Rights-of-Way Rate payment required by Ch. 284, Section 284.053

#### 5.4. APPLICATION FEES. (CH. 284, SEC. 284.156)

5.4.1 *Application and Permit Fees.* Licensee shall pay the City the Ch. 284, Sec. 284.156 application and permit fees jointly with the submittal of the application for the permits per the City's current Fee Schedule. Except as provided for in this Agreement, application and permit fees are non-refundable.

#### 5.5. OTHER PAYMENTS

The Network Node Public Rights-of-Way Rate, the collocation on Service Pole attachment fee, the Transport Facility fee, (collectively sometimes referred to as "Rental fees") and the application and permit fees payable under Ch. 284, shall be exclusive of, and in addition to all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Licensee to the City.

#### 5.6. NON-FUNCTIONING NETWORK NODES

Licensee shall continue to pay Rental Fees for Network Nodes attached to Service Poles that are no longer in service or operational if the Network Nodes attached to Service Poles occupy the Public Rights-of-Way.

#### 5.7. PAYMENT

5.7.1. Rental Fees shall be as due as set out in Section 5.1-5.4 above.

- 5.7.2. Rental Fee and other payments shall be payable to the City of Belton and sent to the following address:

ATTN: City of Belton Finance Department  
Attn: Accounts Payable  
P.O. Box 120  
Belton, Texas 76513

#### 5.8.REIMBURSEMENT

When under the terms of this Agreement, the City at its own expense has removed or remediated Licensee's Network Nodes attached to Service Poles or Licensee is required to reimburse the City, the Licensee shall remit payment to the City to the address listed in Article 5.7 within 30 days of the date of the invoice for removal, remediation, or requirement.

#### 5.9.PAYMENT LIMITS

Following removal of any Network Nodes attached to Service Poles consistent with the terms of this Agreement, and payment for any damages due to the installation, maintenance or removal of the Network Node, or any other amounts due the City under this Agreement there will be no compensation due, including any Rental Fees, to the City by Licensee for such Network Nodes attached to Service Poles except that the City shall not issue any refunds for any amounts already paid by Licensee for Network Nodes attached to Service Poles that have been removed.

Notwithstanding the foregoing, if Licensee is required by the City to remove a Network Node(s) attached to Service Pole(s) and such removal is not the result of Licensee's failure to comply with this Agreement, City may reimburse Licensee the Rental Fee for such Network Nodes attached to Service Poles pro-rated monthly for the remainder of the calendar year.

#### 5.10. COMPLIANCE REVIEW

The City may, at its discretion, upon no less than 30 days prior written notice, require that the Licensee produce its records related to this Agreement for review by the City Manager to ascertain the correctness of the information provided under Article 5 of this Agreement. If the City Manager identifies, as a result of a review of the information provided pursuant to Article 5 of this Agreement amounts owed by the Licensee from prior periods, the Licensee shall pay the amount identified within 30 days of the date of the invoice. If the review determines that payment of the Rental Fee was not made in accordance with the terms of this Agreement and that such payment represents an overpayment of any amount, City will credit such overpayment against Licensee's future obligations to City under this Agreement.

#### 5.11. PERMITS CONDITIONED ON PAYMENTS BEING CURRENT.

Permits are expressly conditioned on Rental payments being current or the permit is void after 30 days' notice of delinquency and remain void until payment in full, except for those amounts disputed in good faith, for which reasonable and detailed documentation has been submitted to the City supporting such disputed amounts and is still pending City review.

## **ARTICLE 6. DESIGN MANUAL, PUBLIC RIGHTS-OF-WAY MANAGEMENT ORD. COMPLIANCE AND RELATED REQUIREMENTS**

### **6.1. AESTHETIC REQUIREMENTS**

6.1.1. Network Provider shall comply with the requirements of the City's Public Rights-of-Way Ordinance and Design Manual concerning Collocating its Network Nodes on any Service Pole, as the City's Public Rights-of-Way Ordinance and Design Manual are published and amended from time to time. Compliance is to be with the City's Public Rights-of-Way Ordinance and Design Manual in effect at the time of the Application for Collocation of a Network Node on a Service Pole Location.

6.1.2. To the extent not in conflict with the City's Public Rights-of-Way Ordinance, Design Manual or Chapter 284 the Network Node on the Service Pole shall be concealed or enclosed as much as possible in an equipment box, cabinet or other unit that may include ventilation openings; external cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or are visually minimized to the extent possible.

### **6.2. INSTALLATION**

To the extent not in conflict with the City's Public Rights-of-Way Ordinance or Design Manual or Chapter 284 the Network Node on the Service Pole Licensee shall, at its own cost and expense, install the Network Nodes attached to Service Poles in a good and workmanlike manner and in accordance with the requirements published by the City, as such may be amended from time to time. Licensee's work shall be subject to the regulation, control and direction of the City. All work done in connection with the installation, operation, maintenance, repair, and/or replacement of the Network Nodes attached to Service Poles shall be in compliance with all Applicable Codes and Laws.

### **6.3. INSPECTIONS**

6.3.1. The City may perform visual inspections of any Network Nodes attached to Service Poles located in the Public Rights-of-Way as the City deems appropriate without notice. If the inspection requires physical contact with the Network Node, the City shall provide written notice to the Licensee within five business days of the planned inspection. Licensee may have a representative present during such inspection.

6.3.2. In the event of an emergency situation, the City may, but is not required to, notify Licensee of an inspection. The City may take action necessary to remediate the emergency situation and the City shall notify Licensee as soon as practically possible after remediation is complete.

### **6.4. PLACEMENT**

Network Provider shall comply with the requirements of the City's Public Rights-of-Way Ordinance and Design Manual concerning Collocating its Network Nodes on any Service Pole, as the City's Public Rights-of-Way Ordinance and Design Manual are published and amended from time to time. Compliance is to be with the City's Public Rights-of-Way



Ordinance and Design Manual in effect at the time of the Application for Collocation of a Network Node on a Service Pole Location.

6.5. ELECTRICAL SUPPLY

Network Provider shall comply with the City's Public Rights-of-Way Ordinance and Design Manual concerning electrical connections to its Network Nodes on any Service Pole as published and amended from time to time, but as in effect at the time of the application for a permit. Licensee shall be responsible for obtaining any required electrical power service to the Network Nodes. The City shall not be liable to the Licensee for any stoppages or shortages of electrical power furnished to the Network Nodes, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Licensee of the structure, or for any other cause beyond the control of the City. Licensee shall not be entitled to any abatement of the Rental Fee for any such stoppage or shortage of electrical power.

6.6. TRANSPORT FACILITY FIBER CONNECTION

Licensee shall be responsible for obtaining and properly permitting Transport Facilities for the Network Nodes access and connection to fiber optic lines or other backhaul solutions that may be required for its Network Nodes.

6.7. GENERATORS

Licensee shall not allow or install generators or back-up generators in the Public Rights-of-Way.

6.8. EQUIPMENT DIMENSIONS

Licensee's Network Nodes shall strictly conform to the size limits in Chapter 284 for its Network Nodes and ground equipment and shall be no greater than those sizes, but may be less than the sizes set out in Chapter 284.

6.9. TREE MAINTENANCE

Network Provider shall comply with the City's Public Rights-of-Way Ordinance and Design Manual concerning tree maintenance.

6.10. SIGNAGE

Network Provider shall comply with the City's Public Rights-of-Way Ordinance and Design Manual concerning signage on the Network Node and any ground equipment.

6.11. REPAIR

To the extent not in conflict with the City's Public Rights-of-Way Ordinance or Design Manual whenever the installation, placement, Collocation, attachment, repair, removal, operation, use, or relocation of the Network Node, or ground equipment, or any portion thereof is required or permitted under this Agreement, and such installation, placement, Collocation, attachment, repair, removal, operation, use, or relocation causes any property of the City or any third party to be damaged or to have been altered in such a manner as to make it unusable, unsafe, or in violation

of any Law, Applicable Code, rule, or regulation, Licensee, at its sole cost and expense, shall promptly repair and return such property to its original condition. If Licensee does not repair such property or perform such work as described in this paragraph, then the City shall have the option, upon 15 days' prior written notice to Licensee or immediately if there is an imminent danger to the public, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the reasonable and actual costs incurred by the City. Licensee shall reimburse the City for the costs in accordance with Article 5.8 of this Agreement.

#### 6.12. GRAFFITI ABATEMENT

Network Provider shall comply with the City's Public Rights-of-Way Ordinance and Design Manual concerning graffiti on any of its Network Node or ground equipment.

### **ARTICLE 7. RADIO INTERFERENCE BY NETWORK NODE PROHIBITED. (CH. 284, SEC. 284.304)**

#### 7.1. NO LIABILITY

- 7.1.1. The City shall not be liable to Licensee for any damage caused by other Licensees with Network Node in close proximity of the Service Pole.
- 7.1.2. The City shall not be liable to Licensee by reason of inconvenience, annoyance or injury to the Network Node, or ground equipment, or activities conducted by Licensee therefrom, arising from the necessity of repairing any portion of the Public Rights-of-Way, or from the making of any necessary alteration or improvements, in, or to, any portion of the Public Rights-of-Way, or in, or to, its fixtures, appurtenances or equipment. The City will use reasonable efforts not to cause material interference to Licensee's operation of its Network Node.

#### 7.2. NO INTERFERENCE

- 7.2.1. Licensee's Network Node shall strictly comply with Chapter 284, Sec. 284.304 and not cause any harmful radio frequency interference to a Federal Communications Commission-authorized mobile telecommunications operation of any municipality operating at the time the Network Node was initially installed or constructed. On written notice, the Network Provider shall take all steps reasonably necessary to remedy any harmful interference.

72.2. To the extent not inconsistent with Chap. 284., Sec. 284.304:

The Newark Provider's Network Node collocated on Service Poles shall not cause harmful interference to the City's public service radio frequency, wireless network, or communications operations ("City Operations") and Other Parties' Network Nodes or similar third-party equipment in the Public Rights-of-Way or adjacent City property ("Protected Equipment"). If Licensee's Network Node interferes with the City's Operations, then Licensee shall immediately cease operation of the Network Node causing said interference upon receiving notice from the City and refrain from operating until Licensee has eliminated the interference. If after notice Licensee continues to operate Network Node that

cause interference with City Operations, such Network Node may be deemed unauthorized and subject to the provisions of this Agreement. If Licensee's Network Node interferes with Protected Equipment, then Licensee shall take the steps necessary to correct and eliminate such interference within 24 hours of receipt of notice from the City. If the Licensee is unable to resolve the interference issue within this timeframe, it will voluntarily power down the Network Node causing the interference, except for intermittent testing until such time as the interference is remedied

- 7.2.2. Following installation or Modification of a Network Node, the City may require Licensee to test the Network Node's radio frequency and other functions to confirm that it does not interfere with the City's Operations or Protected Equipment.

## **ARTICLE 8. ABANDONMENT, RELOCATION AND REMOVAL**

### **8.1. ABANDONMENT OF OBSOLETE NETWORK NODE**

Network Provider shall comply with the requirements of the City's Public Rights-of-Way Ordinance and Design Manual concerning collocating its Network Nodes on any Service Pole, as the City's Public Rights-of-Way Ordinance and Design Manual are that are published and amended from time to time. Compliance is to be with the City's Public Rights-of-Way Ordinance and Design Manual in effect at the time of the Application for Collocation of a Network Node on a Service Pole Location.

To the extent not in conflict with the City's Public Rights-of-Way Ordinance or Design Manual Licensee shall remove Network Nodes and ground equipment when such facilities are abandoned regardless of whether it receives notice from the City. The removal must be completed within the earlier of 90 days of it being abandoned or within 90 days of receipt of written notice from the City, whichever comes first. When Licensee removes or abandons permanent structures in the Public Rights-of-Way, the Licensee shall notify the City in writing of such removal or abandonment and shall file with the City location and description of Network Nodes and ground equipment removed or abandoned. The City may require the Licensee to complete additional remedial measures necessary for public safety and the integrity of the Public Rights-of-Way.

### **8.2. REMOVAL REQUIRED BY CITY**

- 8.2.1. To the extent not in conflict with the City's Public Rights-of-Way Ordinance, Design Manual or Chapter 284, Sec. 284.303, Licensee shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Network Nodes and ground equipment within the time frame and in the manner required by the City if the City reasonably determines that the disconnection, removal, or relocation of any part of Network Nodes and ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) Network Nodes and ground equipment or portion thereof, is adversely affecting proper operation of streetlights, or City property, or (c) Licensee loses or fails to obtain all applicable licenses, Permits, and certifications required by Law for its Network Nodes and ground equipment, or use of any Location under this Agreement. If the City reasonably determines that there is imminent danger to the public, then

the City may immediately disconnect, remove, or relocate the applicable Network Nodes and ground equipment at the Licensee's sole cost and expense.

- 8.2.2. Licensee shall reimburse City for the City's actual cost of removal and any storage or associated costs of its Network Nodes and ground equipment in accordance with this Agreement within 30 days of receiving the invoice from the City.

#### 8.3. REMOVAL OR RELOCATION BY LICENSEE

- 8.3.1. If the Licensee removes or relocates a Network Nodes and ground equipment at its own discretion, it shall notify the City in writing not less than 10 business days prior to removal or relocation. Licensee shall obtain all permits required for relocation or removal of its Network Nodes and ground equipment prior to relocation or removal.
- 8.3.2. Except as otherwise provided in this Agreement, the City shall not issue any refunds for any amounts paid by Licensee for Network Nodes and ground equipment that have been removed.

#### 8.4. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT

- 8.4.1. To the extent not in conflict with the City's Public Rights-of-Way Ordinance or Design Manual and Chapter 284, Sec. 284.303, Licensee understands and acknowledges that the City may require Licensee to remove or relocate its Network Nodes and ground equipment, or any portion thereof from the Public Rights-of-Way, and Licensee shall at the City direction remove or relocate the same at Licensee's sole cost and expense, whenever the City Engineer reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project that enhances the Public Rights-of-Way for use of the traveling public.
- 8.4.2. If Licensee fails to remove or relocate the Network Nodes and ground equipment, or portion thereof as requested by the City within 90 days of Licensee's receipt of the request, then the City shall be entitled to remove the Network Nodes and ground equipment or portion thereof at Licensee's sole cost and expense, without further notice to Licensee, and Licensee shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, storage expenses) of the Network Nodes and ground equipment, or portion thereof.

#### 8.5. REMOVAL REQUIRED AFTER TERMINATION OR EXPIRATION OF LICENSE

Within 30 calendar days after termination or expiration of this Agreement, Licensee shall commence removal of all of Licensee's Network Nodes and ground equipment from all Service Pole(s) in the Public Rights-of-Way and peaceably surrender the Public Rights-of-Way to City in the same condition the Public Rights-of-Way was in on the Effective Date. Removal of all the Licensee's Network Nodes and ground equipment under this section must be completed within 90 days. If Licensee fails to begin removal of the Network Nodes and ground equipment on or before

the 30th day after the Agreement expires or terminates or fails to complete removal within 90 days, the City may remove, store, or dispose of any remaining portion of the Network Nodes and ground equipment in any manner the City Engineer deems appropriate. Licensee shall, within 30 days after receipt of the City's written request and invoice, reimburse the City for all costs incurred by the City in connection therewith (including any reasonable overhead and storage fees).

#### 8.6. REMOVAL REQUIRED AFTER REVOCATION

Within 30 days after the date of the notice of revocation of a Permit for a Location, Licensee shall commence removal of the Network Nodes and ground equipment from the Public Rights-of-Way and peaceably surrender the Public Rights-of-Way to City in the same condition the Public Rights-of-Way was in on the Effective Date. If Licensee fails to complete removal within 90 days, the City may remove, store, or dispose of any remaining portion of the Network Nodes and ground equipment in any manner the City Engineer deems appropriate. Licensee shall, within 30 days after receipt of the City's written request and invoice, reimburse the City for all costs incurred by the City in connection therewith (including any reasonable overhead and storage fees).

#### 8.7. OWNERSHIP

No part of a Network Node constructed, erected or placed on the Public Rights-of-Way by Licensee will become, or be considered by the City as being affixed to or a part of, a Service Pole or of the Public Rights-of-Way. All portions of the Network Node constructed, modified, erected or placed by Licensee on the Public Rights-of-Way will be and remains the property of Licensee and may be removed by Licensee at any time during or after the Term.

#### 8.8. RESTORATION

Licensee shall repair any damage to the Public Rights-of-Way, and the property of any third party resulting from Licensee's removal activities (or any other of Licensee's activities hereunder) within 10 days following the date of such removal or relocation, at Licensee's sole cost and expense, to include restoration of the Public Rights-of-Way and property to substantially the same condition as it was immediately before the Effective Date, including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City.

#### 8.9. LICENSEE RESPONSIBLE

Licensee shall be responsible and liable for the acts and omissions of Licensee's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sublicensees, sublessees, and subcontractors in connection with the performance of this Agreement, as if such acts or omissions were Licensee's acts or omissions.

#### 8.10. ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE

The City has appropriated \$0 under this Agreement to pay for the cost of any removal or storage of Network Node, as authorized under this Article, and no other funds are allocated in connection with the performance of this Agreement.



## **ARTICLE 9. ENVIRONMENTAL LAW REQUIREMENTS**

Network Provider shall comply with the City's Public Rights-of-Way Ordinance concerning environmental law requirements on any of its Network Node or ground equipment.

## **ARTICLE 10. SECURITY**

Network Provider shall comply with the City's Public Rights-of-Way Ordinance concerning security requirements on any of its Network Node or ground equipment.

## **ARTICLE 11. INDEMNIFICATION, INSURANCE AND LIABILITY**

11.1 *Indemnity*. Network Provider shall comply with the City's Public Rights-of-Way Ordinance and Chapter 284, Sec. 284.302 concerning indemnification requirements on any of its Network Node or ground equipment.

11.2 *Insurance*. Network Provider shall comply with the City's Public Rights-of-Way Ordinance concerning insurance requirements on any of its Network Node or ground equipment.

11.3 *Liability*. Network Provider shall be responsible for any damages to any party that occur due to the installation, maintenance or failure to maintain, the removal or failure to remove Network Nodes for which it would be liable under Law.

## **ARTICLE 12. TERM AND TERMINATION**

### **12.1. TERM**

12.1.1. This Agreement is effective on the Effective Date and unless sooner terminated under other provisions of this Agreement, will remain in effect until [REDACTED] ("Initial Term").

### **12.2. RENEWALS**

Upon expiration of the Initial Term, this Agreement will automatically renew for up to two (2) successive five (5) year terms (each a "Renewal Term") on the same terms and conditions, unless either the City or Licensee chooses not to renew. If either the City or Licensee chooses not to renew this Agreement, the City shall notify the Licensee or the Licensee shall notify the City of non-renewal at least 90 days before the expiration of the then-current term.

### **12.3. TERMINATION FOR CAUSE BY CITY**

12.3.1. If Licensee defaults under this Agreement, the City may terminate this Agreement subject to Licensee's ability to cure such defaults below. The City's right to terminate this Agreement for Licensee's default is cumulative of all its rights and remedies which exist now or in the future. Default by Licensee includes, but is not limited to:

12.3.1.1. Failure of the Licensee to comply with any material term of this Agreement;

12.3.1.2. Licensee becomes insolvent.

12.3.1.3. The Licensee's failure to obtain all licenses, permits, and certification required by the City under this Agreement and pay all fees associated therewith after the City has notified the Licensee that licenses, permits, and certifications must be obtained to work in the Public Rights-of-Way;

12.3.1.4. All or a substantial part of Licensee's assets are assigned for the benefit of its creditors;

12.3.1.5. A receiver or trustee is appointed for Licensee; or

12.4.1.6. Licensee fails to apply for permits to Collocate on Service Poles in the Public Rights-of-Way within 1 year of the Effective Date of this Agreement.

12.3.2. If a default occurs, the City shall deliver a written notice to Licensee describing the default and the termination date. If the City sends a default notice, the Licensee shall have 60 days from the receipt of such notice to cure the default (unless the nature of the event takes longer to cure and the Licensee commences a cure within such 60-day period and thereafter diligently pursues it but will not exceed 180 days unless agreed to by the City which agreement will not be unreasonably withheld). If Licensee cures the default before the proposed termination date, the proposed termination is ineffective.

12.3.3. If the default is not cured in the time and manner set out above or by the City, then the City may immediately terminate this Agreement by notifying Licensee in writing of such termination. After receiving the notice, Licensee shall, immediately cease operations and remove Network Node from the Public Rights-of-Way in accordance with the Sections 8.5 and 8.6 of this Agreement, and any payment due shall be remitted by Licensee within 30 days of the receipt of the notice to the address in the Section 1.1 of this Agreement.

#### 12.4. TERMINATION BY LICENSEE

12.4.1. The Licensee may terminate this Agreement at any time without cause by giving 30 days advance written notice to the City.

12.4.2. If the Licensee does not remove all Network Node from the Public Rights-of-Way within the time period required by Section 8.5 of this Agreement, the Network Node may be removed by the City, subject to reimbursement for its cost from the Network provider as allowed by the Agreement.

#### 12.5. AUTOMATIC TERMINATION.

If Chapter 284 of the Local Government Code, or any part thereof is at any time, in full or in part, revoked, found to be unconstitutional, struck down, preempted or otherwise becomes void or invalid, then this License shall automatically terminate, unless an extension is granted by the City. This section shall constitute Notice that in such case, all Network Nodes are to be removed within ninety (90) days from the event that affect Chapter 284. The Parties agree they will negotiate in good faith to assure an ease of transitions as to those parts of Chapter 284 that have been adjudicated as unenforceable, as well as continued compliance with those parts that may remain enforceable, if any.

## **ARTICLE 13. TRANSFER OF AUTHORITY**

### **13.1. ASSIGNMENT**

- 13.1.1. Licensee may not assign, delegate, transfer, or sell all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of the City, which consent will not be unreasonably withheld. No assignment in law or otherwise shall be effective until the assignee has filed with the City an instrument, duly executed, reciting the fact of such assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Agreement for the purposes of this Article.
- 13.1.2. This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in this Article. This Agreement does not create any personal liability on the part of any officer or agent of the City.
- 13.1.3. Notwithstanding anything to the contrary contained in this Agreement, Licensee will, whenever in its sole discretion it is required or appropriate for the operation of its business, have the right, without notice to or consent of the City, or any other party, to assign all or any portion of its rights under this Agreement in whole or in part, to (a) any Affiliates as long as such entity has expertise in the operation of Network Node, or provision of Wireless Services; (b) any entity with which the Licensee or an Affiliate of the Licensee shares joint ownership of the Network Nodes and ground equipment ; or (c) any entity that is a holder of a then-current Agreement. The Licensee shall give written notice to the City within thirty (30) days of such assignment.

### **13.2. BUSINESS STRUCTURE AND ASSIGNMENTS**

Nothing in this clause, however, prevents the creation of a security interest in the Network Node facilities as described in the Texas Business & Commerce Code. In the case of such an enforcement of that security interest by the holder of the security interest, as an assignee, Licensee shall immediately furnish to the City with proof of the assignment and the name, telephone number, and address of the assignee and a clear contractual obligation that the assignee shall and does assume all the liabilities and responsibilities of Licensee under this Agreement, including responsibilities for any unpaid past due payments, and current and future payments that may be due the City. Such assignment does not release Licensee of its obligations and payments due or to be due the City, unless there is an express written release agreed to by the City.

## **ARTICLE 14. INVENTORY AND INSPECTIONS.**

### **14.1. INVENTORY RECORDS**

- 14.1.1. Licensee shall maintain a list of its approved Network Node Locations on Service Poles by GIS location during the Term of this Agreement. Licensee shall provide

to the City such list within 30 days upon written request, but no more frequent than once a year after the first year of this agreement.

#### 14.2. INSPECTIONS

- 14.2.1. City representatives shall have the right to perform, or to have performed, (1) inspections of the records described in 14.1.1 and (2) inspections of all places in the Public Rights-of-Way where work is undertaken in connection with this Agreement. Licensee shall keep its records described in 14.1.1 available for this purpose for at least four years after this Agreement terminates or expires. The inspection may be performed by City staff or third-party representatives engaged by the City. This provision does not affect the applicable statute of limitations.
- 14.2.2. In addition to other records or filings required hereunder or by Law, the Licensee shall maintain and provide access to a current map by either paper or electronic means, upon request by the City, showing the approximate locations of Network Nodes on Service Poles in the Right-of- Way.
- 14.2.3. The City may reasonably require the keeping of additional records or accounts reasonably necessary to determine the Licensee's compliance with the terms of this Agreement.

#### 14.3. CONFIDENTIAL INFORMATION

The City shall not disclose any confidential information reproduced for documentation of audit issues unless required by law. If the City receives a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"), the City shall comply with the requirements for handling third party information under the Act, including notifying the Licensee that a request to review or copy Confidential Information has been submitted to the City. Confidential information deemed subject to disclosure under the Act by the Attorney General of the State of Texas shall be disclosed.

### **ARTICLE 15. MISCELLANEOUS**

#### 15.1. FORCE MAJEURE

Other than the Licensee's failure to pay amounts due and payable under this Agreement, the Licensee shall not be in default or be subject to sanction under any provision of this Agreement when its performance is prevented by Force Majeure. Force Majeure means an event caused by epidemic; act of God; fire, flood, hurricanes, tornadoes, or other natural disasters; explosions; terrorist acts against the City or Licensee; act of military or superior governmental authority that Licensee is unable to prevent by exercise of reasonable diligence; war; riots; or civil disorder; provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Licensee. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Performance is not excused under this section following the end of the applicable event of Force Majeure. Licensee is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Force Majeure does not entitle Licensee to reimbursement of payments.

This relief is not applicable unless the affected party does the following:

- 15.1.1. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- 15.1.2. provides the other party with prompt written notice of the cause and its anticipated effect.

The City will review claims that a Force Majeure that directly impacts the City or Licensee has occurred and render a written decision within 14 days. The decision of the City is final.

Licensee is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Licensee shall employ only fully trained and qualified personnel during a strike.

## 15.2. DISPUTE RESOLUTION

- 15.2.1. In the event of a dispute between the Parties that arises during the Term of this Agreement, the Parties shall attempt to expeditiously and amicably resolve any dispute through good faith discussions in the ordinary course of business at the level at which the dispute originates.
- 15.2.2. If the Parties are not able to resolve the dispute in the ordinary course of business, the City and representatives of other City departments that are involved in the dispute will meet with Licensee's authorized representative in an attempt to resolve the dispute.
- 15.2.4. Except in emergencies, no lawsuit under or related to this Agreement by one party against the other may be filed until at least meeting has occurred between the City and executives of Network Provider with full authority to resolve the claims in the meeting or that are available contemporaneously with the meeting via live telephonic communications where the parties agree to attempt in good faith to resolve or narrow the issues; and if not resolved, and the parties agree that before initiating litigation, either party shall notify the other party of its intent to sue, and provide a copy of the draft pleading, with supporting facts and legal authorities at least fourteen (14) days before suit is filed.
- 15.2.5. This section does not apply to disputes that involve a question of law.
- 15.2.6. Notwithstanding the existence of any dispute between the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by a court of competent jurisdiction or unless this Agreement terminates or expires under the terms provided herein.

## 15.3. ACCEPTANCE AND APPROVAL; CONSENT

An approval by the City, or any other instrumentality of City, of any part of the Licensee's performance shall not be construed to waive compliance with this Agreement or to establish a standard of performance other than required by this Agreement or by law. Where this Agreement contains a provision that either party approve or consent to any action of the other party, such



approval or consent shall not be unreasonably withheld or delayed. Except as provided for in this Agreement, the City is not authorized to vary the terms of this Agreement.

#### 15.4. REPRESENTATIONS AND WARRANTIES

In addition to the representations, warranties, and covenants of the Licensee to the City set forth elsewhere herein, the Licensee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Agreement:

- 15.4.1. *Organization, Standing and Power.* The Licensee is a Network Provider duly organized, validly existing and in good standing under the laws of the state of its organization and is duly authorized to do business in the State of Texas and in the City. The Licensee has all requisite power and authority to own or lease its properties and assets, subject to the terms of this Agreement, to conduct its businesses as currently conducted and to execute, deliver and perform this License and all other agreements entered into or delivered in connection with or as contemplated hereby.
- 15.4.2. *Truthful Statements.* The Licensee warrants, to the best of its knowledge and belief, that information provided and statements made in connection with its application for this Agreement were true and correct when made and are true and correct upon execution hereof.
- 15.4.3. *Condition of Public Rights-of-Way.* Licensee accepts the Public Rights-of-Way where Network Node are authorized to be located “**AS IS**,” without any express or implied warranties of any kind.

#### 15.5. STATEMENT OF ACCEPTANCE

Licensee and City, for themselves, their successors and assigns, hereby accept and agrees to be bound by all terms, conditions and provisions of this Agreement.

#### 15.6. RELATIONSHIP OF THE PARTIES

Licensee shall be responsible and liable for its contractors, subcontractors, and sublicensees. The City has no control or supervisory powers over the manner or method of Licensees’ contractors’ and subcontractors’ performance under this Agreement. All personnel Licensee uses or provides are its employees, contractors, or subcontractors and not the City’s employees, agents, or subcontractors for any purpose whatsoever.

#### 15.7. SEVERABILITY

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

15.8. ENTIRE AGREEMENT

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

15.9. WRITTEN AMENDMENT

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Licensee. The City is only authorized to perform the functions specifically delegated to them in this Agreement.

15.10. APPLICABLE LAWS AND VENUE

15.10.1. This Agreement is subject to all Applicable Codes and Laws, and all rules and regulations of any regulatory body or officer having jurisdiction, including any lawful court or administrative decisions, judgments or orders that have been fully and finally adjudicated, including any appeals of such decisions judgments, or orders (“Decisions”). This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without regard to its choice of law provisions.

If any material provision of this Agreement is superseded or affected by Law, then the Parties shall negotiate in good faith to revise this Agreement.

15.10.2. Subject to the Parties’ obligation to submit to the dispute resolution process or mediation as described in this Agreement, Licensee shall submit any and all litigation and legal proceedings between any of the Licensee and the City to the exclusive jurisdiction of the state or federal courts in the State of Texas and waive any objections or right as to forum non conveniens, lack of personal jurisdiction, or similar grounds. Venue for any litigation relating to this Agreement is \_\_\_\_\_ County, Texas.

15.11. NOTICES

15.11.1. All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Article I, Section 1.1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

15.11.2. Licensee shall address a copy to the City at the address set out in Article I, Section 1.1 of all notices pertaining to Article 6 and 8 and other notices to the City required under this Agreement.

15.12. CAPTIONS

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

15.13. NON-WAIVER

If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

15.14. ENFORCEMENT

The City may enforce all legal rights and obligations under this Agreement without further authorization. Licensee shall provide to the City all documents and records pertaining to this Agreement that the City requests to assist in determining Licensee's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

15.15. AMBIGUITIES

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

15.16. SURVIVAL

Licensee and the City shall remain obligated to the other Party under all provisions of this Agreement that expressly or by their nature extend beyond the termination or expiration of this Agreement, including, but not limited to, the provisions regarding warranty, indemnification and confidentiality.

All representations and warranties contained in this Agreement shall survive the term of the Agreement.

15.17. RESERVED

15.18. PARTIES IN INTEREST

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Licensee only.

15.19. REMEDIES CUMULATIVE

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

15.20. LICENSEE DEBT

IF CITY BECOMES AWARE THAT LICENSEE OWES ANY DELINQUENT SUM OF MONEY IN AN AMOUNT GREATER THAN \$100.00 TO THE CITY OR ANY AFFILIATE ENTITY FOR AD VALOREM TAXES ON REAL OR PERSONAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY ("DEBT"), IT SHALL NOTIFY LICENSEE IN WRITING. IF LICENSEE DOES NOT PAY THE DEBT WITHIN 30 DAYS OF SUCH NOTIFICATION, THE CITY MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO LICENSEE BY THE CITY UNDER THIS AGREEMENT.

15.21. PARTS INCORPORATED

All of the above-described sections listed in the Table of Contents and the listed exhibits are made a part of and incorporated into this Agreement.

15.22. CONTROLLING PARTS

If a conflict between the sections of the Agreement and any of the exhibits arises, the sections of the Agreement control over the exhibits.

15.23. SIGNATURES

IN WITNESS WHEREOF, the Original Signatories, through their duly authorized officers, have executed this Agreement in multiple counterparts, each of equal force and effect, effective as of the as of the date signed by

**LICENSEE/NETWORK PROVIDER:**

**CITY:**

\_\_\_\_\_

**CITY OF BELTON, TEXAS**

Signed by:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Mayor

Date Signed. \_\_\_\_\_

Title:

Tax Identification No.:

**ATTEST/SEAL:**

**ATTEST/SEAL:**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Name:

Date Signed. \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager

Date Signed. \_\_\_\_\_

**Approved as to Form:**

<sup>1</sup> The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used and control over any conflicts with the Agreement.

Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "*Antenna*" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "*Applicable codes*" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "*Collocate*" and "*collocation*" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public rights-of-way on or adjacent to a pole.

(4) "*Decorative pole*" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "*Design district*" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "*Historic district*" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "*Law*" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "*Macro tower*" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "*Micro network node*" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "*Municipally owned utility pole*" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public rights-of-way.

(11) "*Municipal park*" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

(12) "*Network node*" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

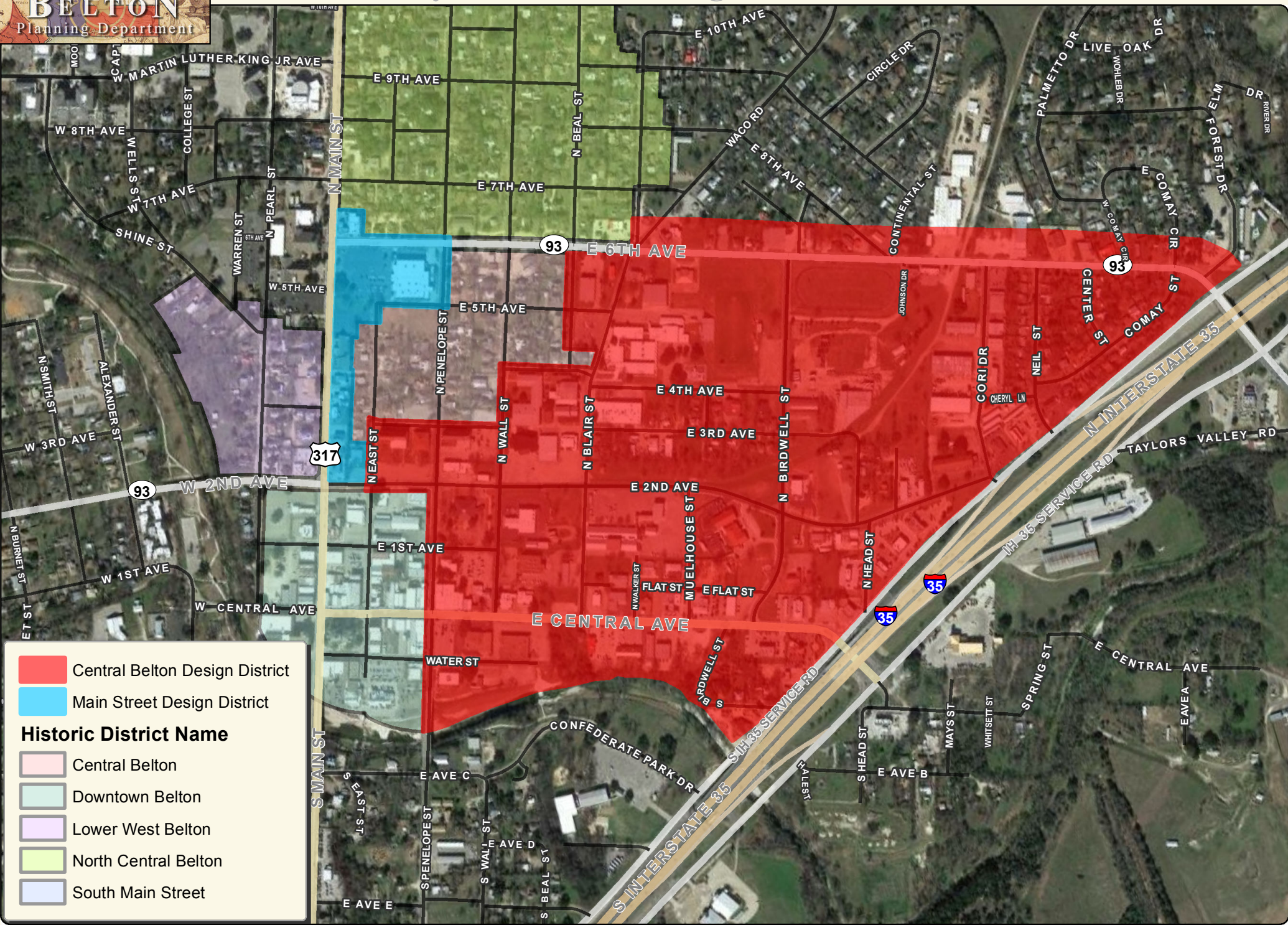
(ii) a pole; or



- 
- (iii) a macro tower.
- (13) "*Network provider*" means:
- (A) a wireless service provider; or
  - (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
    - (i) network nodes; or
    - (ii) node support poles or any other structure that supports or is capable of supporting a network node.
- (14) "*Node support pole*" means a pole installed by a network provider for the primary purpose of supporting a network node.
- (15) "*Permit*" means a written authorization for the use of the public rights-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.
- (16) "*Pole*" means a service pole, municipally owned utility pole, node support pole, or utility pole.
- (17) "*Private easement*" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.
- (18) "*Public rights-of-way*" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:
- (A) a private easement; or
  - (B) the airwaves above a public rights-of-way with regard to wireless telecommunications.
- (19) "*Public rights-of-way management ordinance*" means an ordinance that complies with Subchapter C.
- (20) "*Public rights-of-way rate*" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public rights-of-way in the municipality.
- (21) "*Service pole*" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public rights-of-way, including:
- (A) a pole that supports traffic control functions;
  - (B) a structure for signage;
  - (C) a pole that supports lighting, other than a decorative pole; and
  - (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.
- (22) "*Transport facility*" means each transmission path physically within a public rights-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.
- (23) "*Utility pole*" means a pole that provides:
- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
  - (B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.
- (24) "*Wireless service*" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.
- (25) "*Wireless service provider*" means a person that provides wireless service to the public.



# City of Belton Design Districts





# SMALL CELL NODES

City Council Meeting

November 21, 2017



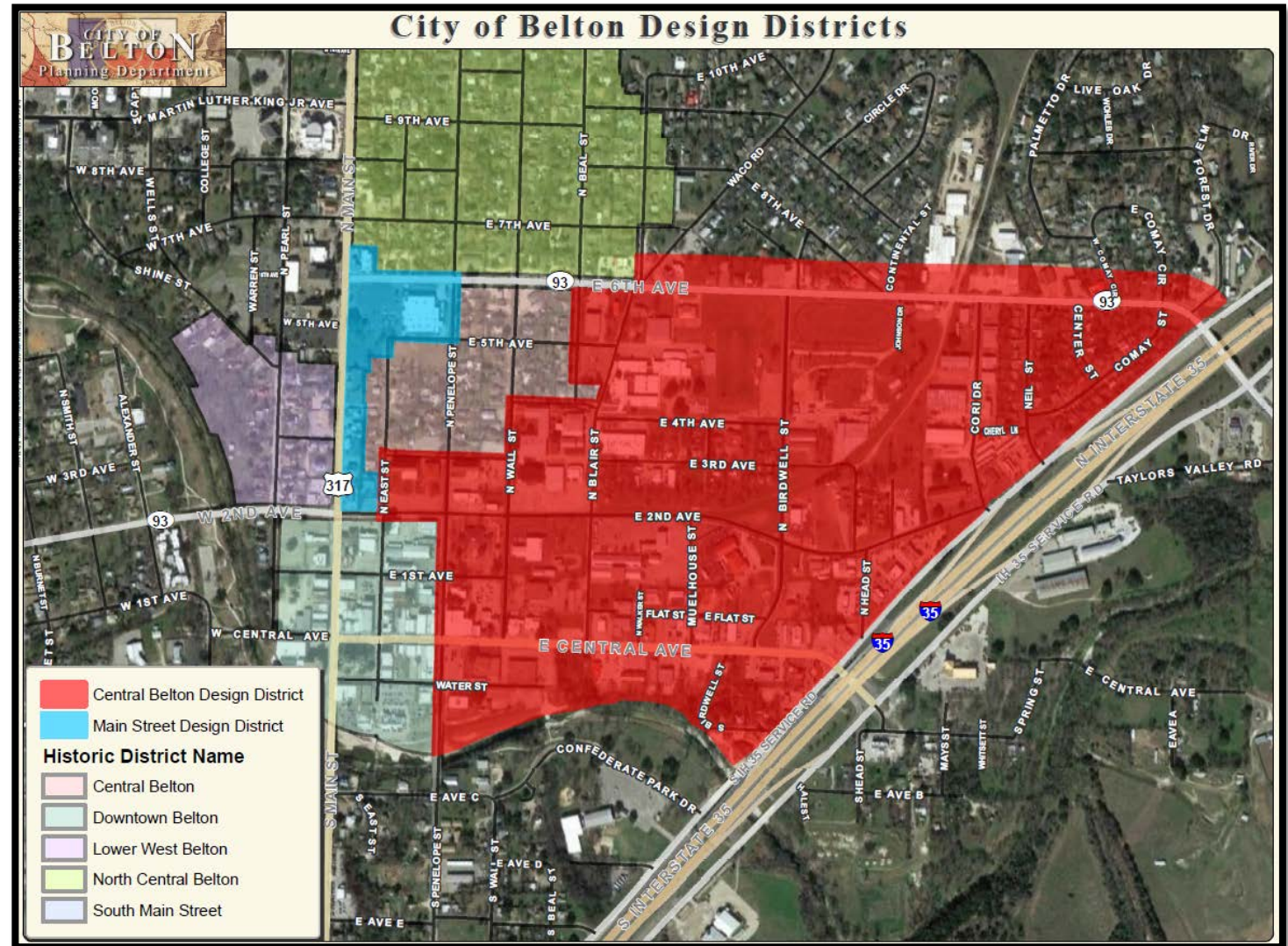
# SENATE BILL 1004

- Senate Bill 1004 (effective September 1, 2017) created Chapter 284. “Deployment of Network Nodes in Public Right-of-Way”.
- Chapter 284 requires municipalities to allow small cells within the public right-of-way and on city infrastructure.
- Important facts about Chapter 284:
  - Mandated access to city infrastructure in ROW.
  - Unless approved by the City, cannot utilize city parks or be placed in the ROW of residential areas if the streets are 50 feet wide or less
  - Special regulations (concealment) for areas within designated design and historic districts
- Includes:
  - Network Nodes – Wireless communication equipment (not the pole)
  - Node Support Poles – New pole to support network node facility
  - Transport Facility – physical fiber or line connection between the network node in the ROW and cellular network’s mobile switching location.
  - Micro Network Node – Strung on lines between poles or node support poles



# PROHIBITED AND PREFERRED LOCATIONS

- **Prohibited or Restricted Areas**
  - Residential Areas
  - Municipal Parks
  - Historic Districts (5)
  - Design Districts (2) (NEW!)
  - Historic landmarks recognized by the City, state, or federal government
- **Allowed/Preferred Locations**
  - On existing infrastructure\*
  - Industrial Areas
  - Retail and Commercial Areas





# 1. SMALL WIRELESS FACILITY SITING ORDINANCE

Purpose: clarify requirements as allowed by law; establish policies and procedures for the placement of node support poles and network nodes in the public ROW.

Included in the ordinance:

- ROW permit is required
- Within 90 notice from the City for construction, repair, maintenance, etc., network provider is required to relocate within ROW
- Removal of node requirements (90 days after their notice of abandonment)
- Fees are required per City's Fee Schedule
- Attachment Service Agreement is required – can be modified as needed
- Must comply with Design Manual



## 2. AMEND RIGHTS-OF-WAY ORDINANCE

1. Include Network Nodes as a “Facility”
2. Facilities placed in a historical or design district may be prohibited or at minimum, be required to be black powdered coated and/or be reasonably camouflaged to match the surrounding environmental and aesthetics.
3. Upon a person’s abandonment of facilities, the person must notify the City and remove the facilities within 90 days.
4. Facilities should not violate ADA requirements.
5. The person shall remove all graffiti on any of its facilities.
6. Any damage done to the ROW due to the installation, maintenance, removal, etc. of facilities shall be repaired at the person’s expense within 10 days.



# 3. APPENDIX TO DESIGN MANUAL

- Purpose: more detailed requirements
- Spacing – 300 feet minimum from other network node poles
- Electrical Supply - Network Provider is responsible for their own electrical service. Generators are not allowed.
- Concealment or camouflage is required, except areas zoned Light or Heavy Industrial, requirements for auxiliary equipment
- Allowed Colors:
  - Historic/Design Districts: black powdered coated and/or be reasonably camouflaged to match the surrounding environmental and aesthetics.
  - Attached to a structure: earth tones or shall match the background of any structure the facilities are located upon.
  - Colors in areas other than in Historic Districts and Design Districts: conform to colors of other installations of telecommunication providers in the immediately adjacent areas.



# RECOMMENDATION

Conduct a Public Hearing and Adopt the Following:

1. Adopt the proposed Small Wireless Facility Siting Ordinance.
2. Approve the amendments to the Rights-of-Way Management Ordinance.
3. Adopt an appendix to the City's Design Manual for Installation of Network Nodes and Node Support Poles.

