



City of Belton, Texas

City Council Workshop Agenda
Tuesday, July 14, 2020 - 4:30 p.m.
Kinchion Room (Council) and Evans Room (Public)
at the Harris Community Center
401 N. Alexander, Belton, Texas

**PLEASE NOTE: FACE COVERINGS WILL BE REQUIRED
WHERE SOCIAL DISTANCING CANNOT BE
MAINTAINED.**

1. Call to order.
2. Conduct a work session on a proposed Municipal Utility District on the River Farms property located on the east side of IH-35, north of the Lampasas River.
3. Adjourn.



Staff Report – City Council Agenda Item

Workshop Agenda Item #2

Conduct a work session on a proposed Municipal Utility District on the River Farms property located on the east side of IH-35, north of the Lampasas River.

Originating Department

Administration – Sam A. Listi, City Manager

Summary Information

Steve Utley and the River Farms Development Team presented a concept plan to Mayor Grayson, Councilmember Holmes, and City Staff on June 11th. At that time the broad outline of a Municipal Utility District as a developer financing mechanism was discussed for the first time. This Council Work Session will provide an opportunity for the information to be presented to the entire Council, with the opportunity for questions.

The River Farms property has been owned by the Utley family for 30 years. It contains 481.8 acres located along the Lampasas River. See attached map. Most of the property (304± acres) is subject to a five year Non-Annexation Development Agreement, executed in 2016, which allows Council evaluation of annexation prior to development. See attachment. Three additional parcels are currently located in the city limits (177± acres).

The City is in the process of completing plans for wastewater and water to serve this area east of IH 35. The engineers are at 95% plan completion, and all easements have been submitted.

The developer has proposal consideration of at least two potential Special Purpose Districts to facilitate reimbursement for funding of infrastructure and amenities:

1. MUD – Municipal Utility District (could be inside or outside the city limits); and
2. MUD with a TIRZ (Tax Increment Reinvestment Zone) Overlay (would be inside the city).

Both financing tools can reimburse the developer for public improvement costs. There are many details to be addressed in a possible Development Agreement, if the Council supports the idea of establishing a MUD here, including:

- Whether the property will be brought into the city limits – all or some? Now or later? Or will the property be deannexed?
- What basic services, if any, will the City provide if outside the City and at what cost?
- Will the City contribute financially to the project?

- Does the City prefer an out-of-City MUD (like Three Creeks), a traditional in-City development, or is a combination acceptable?
- What are the financial and community implications of the variety of choices in land development?
- What density and development standards will apply?

The developer's team will present an overview at the Work Session, we will seek to answer Council questions, and then we will work to implement Council's direction.

Recommendation

Conduct Work Session. No final action is contemplated.

Attachments

Map of River Farms Property
Non-Annexation Development Agreement



RIVER FARM PROPERTY

Subject to 5 year Non-Annexation
Development Agreement
Dated: 11/22/2016

BELTON

99277

99278

352790

99274

397580

397593

0 2,500 5,000 Feet

N

From: [Amy Casey](#)
To: [John Messer](#); [Sam Listi](#)
Subject: River Farm Property
Date: Monday, July 6, 2020 12:02:00 PM
Attachments: [image001.png](#)

The following properties are included in a Non-Annexation Development Agreement:

99274 = 9.594 acres
99277 = 5.229 acres (includes residence)
99278 = 279.172 acres

The following properties are NOT included in a Non-Annexation Development Agreement:

352790 = 48.579 acres
397580 = 44.814 acres
397593 = 94.406 acres

Total of all acreage = 481.794

Thanks,



Amy M. Casey, TRMC, CMC
City Clerk

333 Water Street (physical)
P.O. Box 120 (mailing)
Belton, TX 76513
T 254.933.5817

acasey@beltontexas.gov
www.BeltonTexas.Gov

Connect with City of Belton



Please take a moment to complete the City of Belton [Customer Satisfaction Survey](#).

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 #
0466420000	99274
0553740000	99277
0553740001	99278

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 3rd 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 22nd day of November, 2016.

Property Owners

RIVER FARM Ltd. -

Signature

Printed Name: ROBERT K. UTLEY, III

Robert K. Utley

Signature

Printed Name: ROBERT K. UTLEY III

Robert K. Utley

(signature)

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

John Messer

Approved as to form:

John Messer

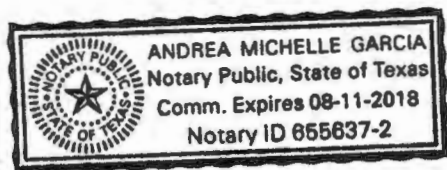
City Attorney

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the 22nd day of November, 2016, by Sam A. Listi, City Manager, City of Belton, Texas.

Andrea Michelle Garcia
Notary Public, State of Texas

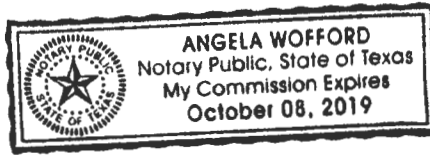


THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on 27 the day of October,
2016, by _____, Owner.

Angela Wofford
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

ROBERT K. UTLEY III appeared in person before me today and stated under oath:

"My name is ROBERT K. UTLEY III. 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 3 and property identification number 3, 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. SEE ATTACHED

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):

MAIN HOUSE, SMALL HOUSE, 3 BARNs, 3 ANIMAL SHEDS, FENCES, PAVED DRIVEWAY. NO IMPROVEMENTS ADDED 2016

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

ANIMALS, HAY, FAMILY PART TIME RESIDENCE

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 37 day of October, 2016.

Property Owner

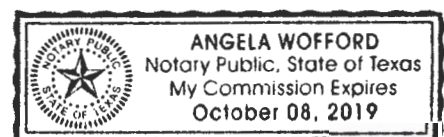
RIVER FARM LTD — SIGNATURE
Signature

Robert K. Utley III
ROBERT K. UTLEY III

This instrument was acknowledged before me on the 27 day of October, 2016, by ROBERT K. UTLEY III, Owner.

FOR RIVER FARM LTD.

Angela Wofford
Notary Public, State of Texas





70 2016 00048999

**Bell County
Shelley Coston
County Clerk
Belton, Texas 76513**

Instrument Number: 2016-00048999

As

Recorded On: December 06, 2016

Recordings

Parties: UTLEY ROBERT K III

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: 2016-00048999

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



City of Belton, Texas

City Council Meeting Agenda
Tuesday, July 14, 2020 - 5:30 p.m.
Wright Room (Council) and Evans Room (Public)
Harris Community Center
401 N. Alexander, Belton, Texas

**PLEASE NOTE: FACE COVERINGS WILL BE REQUIRED
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Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Councilmember Dan Kirkley.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Director of Planning Cheryl Maxwell.

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

Invocation. The Invocation will be given by Councilmember David K. Leigh.

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

3. Consider minutes of June 23, 2020, City Council Meeting.
4. Consider a resolution finding no objection to a petition from the Salado Volunteer Fire Department for the creation of Bell County Emergency Services District No. 1 which includes an area in Belton's ETJ.
5. Consider authorizing the City Manager to enter into an Interlocal Agreement with the CTCOG Counties and the Cities of Temple, Killeen, Copperas Cove and Harker Heights to develop Transit Alternatives.

Planning and Zoning

6. Hold a public hearing and consider a resolution for demolition of the structure at 603 South Penelope Street, also described as Belton Original, Block 038, part of Lots 2 and 4 (S 35' of E 90' of 2 and N 40' of E 90' of 4), Griffin/Mitchell Contract. The owner on the tax roll is Betty Ligon, c/o Kerry and Robert Griffin.

Miscellaneous

7. Hold a public hearing and discuss proposed Charter amendments.
8. Conduct a work session and discuss changing the name of Confederate Park and Confederate Park Drive.

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



City of Belton, Texas

City Council Meeting Agenda
Tuesday, July 14, 2020 - 5:30 p.m.
Wright Room (Council) and Evans Room (Public)
Harris Community Center
401 N. Alexander, Belton, Texas

OFFICE OF THE CITY MANAGER

**PLEASE NOTE: FACE COVERINGS WILL BE REQUIRED
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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 minutes of June 23, 2020, City Council Meeting.**

A copy of the minutes is attached. Recommend approval.

4. **Consider a resolution finding no objection to a petition from the Salado Volunteer Fire Department for the creation of Bell County Emergency Services District No. 1 which includes an area in Belton's ETJ.**

See Staff Report from Fire Chief Jon Fontenot. Recommend adoption of the resolution finding no objection to the creation of the ESD.

5. **Consider authorizing the City Manager to enter into an Interlocal Agreement with the CTCOG Counties and the Cities of Temple, Killeen, Copperas Cove and Harker Heights to develop Transit Alternatives.**

See Staff Report from City Manager Sam Listi. Recommend authorizing the City Manager to enter into the agreement as presented.

Planning and Zoning

6. **Hold a public hearing and consider a resolution for demolition of the structure at 603 South Penelope Street, also described as Belton Original, Block 038, part of Lots 2 and 4 (S 35' of E 90' of 2 and N 40' of E 90' of 4), Griffin/Mitchell Contract. The owner on the tax roll is Betty Ligon, c/o Kerry and Robert Griffin.**

See Staff Report from Director of Planning Cheryl Maxwell. Recommend adoption of the resolution ordering demolition of the dilapidated structure located at 603. South Penelope.

Miscellaneous

7. **Hold a public hearing and discuss proposed Charter amendments.**

See Staff Report from City Clerk Amy Casey and City Manager Sam Listi. Recommend receiving the presentation from Charter Review Committee Chair Dave Covington followed by the public hearing. No action is required of the Council at this time. An additional presentation and public hearing is scheduled for July 28th, and action to call a Charter Amendment Election for November 3, 2020, is scheduled for August 11, 2020.

8. **Conduct a work session and discuss changing the name of Confederate Park and Confederate Park Drive.**

See Staff Report from City Manager Sam Listi. Recommend conducting the work session. No action is required of the Council at this time.

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

Belton City Council Meeting
June 23, 2020 – 5:30 P.M.

The Belton City Council met in an in-person/virtual meeting via Zoom meeting due to the COVID-19 Public Health Emergency that has been declared by Governor Greg Abbott, Bell County Judge David Blackburn and Belton Mayor Marion Grayson. Members present included Mayor Marion Grayson, Mayor Pro Tem Wayne Carpenter (Zoom) and Councilmembers David K. Leigh, John R. Holmes, Sr., Craig Pearson (Zoom), Guy O'Banion and Dan Kirkley. Staff present included Sam Listi, John Messer, Amy Casey, Gene Ellis, Cheryl Maxwell, Paul Romer, Chris Brown, Cynthia Hernandez, Mike Rodgers, Susan Allamon and Jeremy Allamon.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember Guy O'Banion and the Pledge of Allegiance to the Texas Flag was led by City Clerk Amy Casey. The Invocation was given by Councilmember Dan Kirkley.

1. **Call to order.** Mayor Grayson called the meeting to order at 5:32 p.m.
2. **Public Comments.** *(Audio 1:49)*

There were no public comments.

Consent Agenda *(Audio 1:55)*

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

3. **Consider minutes of June 9, 2020, City Council Meeting.**
4. **Consider an appointment to the Historic Preservation Commission** - Ailehs Gaines
5. **Consider a resolution authorizing an agreement releasing plat approval authority to the Village of Salado for the preliminary/final plat of Dunlap Subdivision, located in both Belton and Salado ETJs.**

Upon a motion for approval by Councilmember Holmes, and a second by Councilmember O'Banion, the Consent Agenda was unanimously approved upon a vote of 7-0.

Planning and Zoning

6. **Hold a public hearing and consider a zoning change from Commercial Highway to Single Family - 2 District with a Conservation and Revitalization Overlay to allow both single family use and manufactured homes on Lots 5, 6, and 7, Block 1, Mann Addition, located at 2214, 2220, and 2224 S. Penelope**

Street, on the east side of Penelope Street, north of East Avenue W. (Audio 2:58)

Public Hearing: no one spoke for or against.

Upon a motion by Councilmember Kirkley and a second by Councilmember Holmes, 2214, 2220 and 2224 S. Penelope Street were rezoned to Single Family-2 District with a Conservation and Revitalization Overlay to allow both single family use and manufactured homes upon a vote of 6-1 with Councilmember Leigh providing the dissenting vote.

ORDINANCE NO. 2020-24

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM COMMERCIAL HIGHWAY DISTRICT TO SINGLE FAMILY TWO DISTRICT WITH A CONSERVATION AND REVITALIZATION OVERLAY ON APPROXIMATELY 0.57 ACRE, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREA 2 DESIGN STANDARDS.

7. **Hold a public hearing and consider a zoning change from Retail District and Planned Development (Agricultural) District for a Bed and Breakfast, to Multi-Family District on approximately 6 acres located at 1011 W. 2nd Avenue, on the south side of 2nd Avenue, east of Colonial Crossing Apartments.** (Audio: 14:14)

Public Hearing: Ray Severn, Developer, said he was available to answer questions. No one else spoke for or against.

Upon a motion by Councilmember Leigh, and a second by Councilmember Kirkley, 1011 W. 2nd Avenue was rezoned to Multi-Family District upon a vote of 7-0.

ORDINANCE NO. 2020-25

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM RETAIL DISTRICT AND PLANNED DEVELOPMENT (AGRICULTURAL) DISTRICT FOR A BED AND BREAKFAST TO MULTI FAMILY DISTRICT ON APPROXIMATELY 6.0 ACRES, WITH DEVELOPMENT TO BE REGULATED UNDER TYPE AREAS 4 AND 8 DESIGN STANDARDS.

FY 2021 Budget (Audio 21:03)

8. **Conduct a work session on the FY2021 budget for the following funds:**
 - A. **Water and Sewer Fund**

B. Drainage Fund

C. Belton Economic Development Corporation

Director of Finance Mike Rodgers presented a preliminary draft of the FY2021 budget as shown in Exhibit "A". No action was required of the Council on this item.

There being no further business, the Mayor adjourned the meeting at 7:05 p.m.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk



FY21 Budget Workshop

June 23, 2020

Presented by:
Michael Rodgers, CPA
Director of Finance



Funds To Be Discussed

- Water and Sewer Fund
- Drainage Fund
- BEDC



Water and Sewer Fund Forecast for FY20

	FY20 Budget	Year-End Estimate
Revenue	\$ 8,812,129	\$ 8,790,974
Expenditures	(8,811,520)	(8,987,387)
Incr/(Decr) to Reserve	\$ 609	\$ (196,413)

3



Forecast for FY20

- Water and sewer revenue may exceed budget due to increasing consumption over the prior year
- Late payment and reconnection fees are under budget due to COVID-19 relief
- Setting aside \$1,300,000 for necessary capital projects pushes expenditures over budget by \$176,000
 - Forthcoming budget amendment for FY20

4



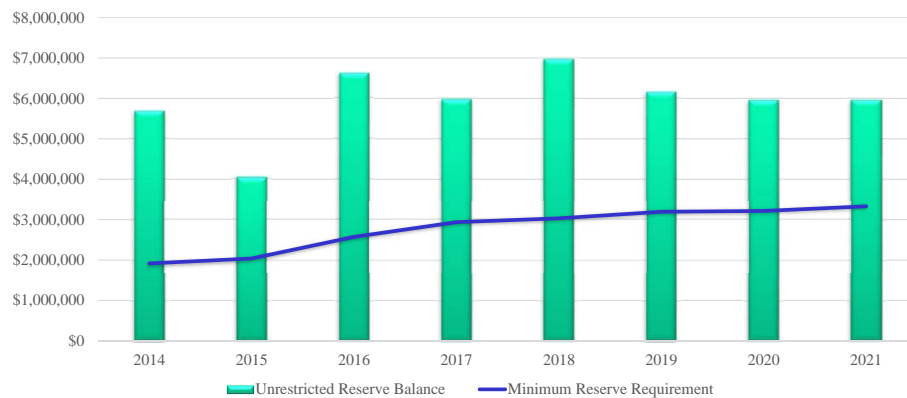
Water and Sewer Fund FY21 Statement of Fund Balance

Projected Unrestricted Balance, Sept 30, 2020	\$ 5,962,275
Increases/(Decreases) to Fund Balance:	
FY21 Revenue	8,981,533
FY21 Expenses	<u>(8,979,167)</u>
Net Increase/(Decrease) to Fund Balance	<u>2,366</u>
Projected Restricted Balance, Sept 30, 2021	<u>\$ 5,964,641</u>

5



Status of Water and Sewer Fund Reserves



6



Budget to Budget Comparison by Revenue Category

Water and Sewer Fund Revenue Category	FY20 Budget	FY21 Budget	Increase / (Decrease)
Water Revenue	\$ 4,926,686	\$ 5,068,687	\$ 142,001
Sewer Revenue	3,226,869	3,319,370	92,501
Fees and Other Revenue	478,216	482,998	4,782
Miscellaneous	180,358	110,478	(69,880)
Total Revenue	\$ 8,812,129	\$ 8,981,533	\$ 169,404

7



FY21 Water and Sewer Revenue

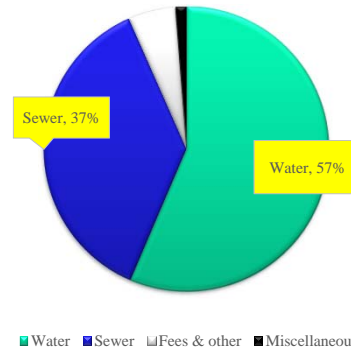
- Water and sewer revenue increases as both customer count and consumption volume continue to grow
- Fees and other revenue remain relatively flat from FY20
- Miscellaneous revenue falls due to lower interest earnings

8



FY21 Water and Sewer Fund Revenue

Water revenue	\$ 5,068,687
Sewer revenue	3,319,370
Fees and other	482,998
Miscellaneous	<u>110,478</u>
Total	<u>\$ 8,981,533</u>



9



Utility Rates

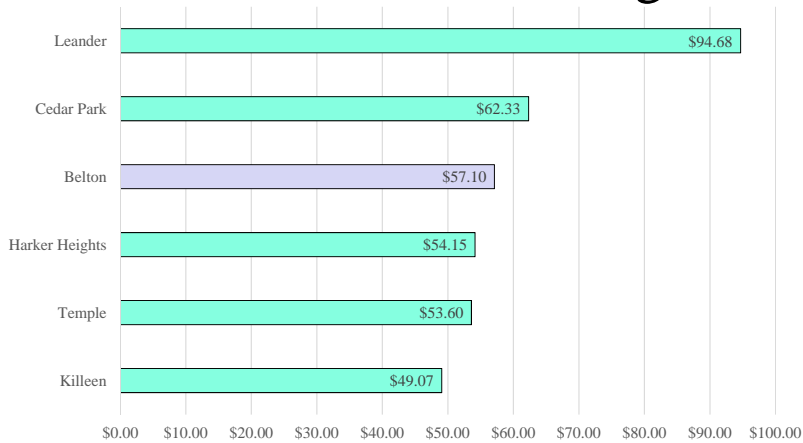
Approved Water Rates						
	2015	2016	2017	2018	2019	2020
Minimum Bill	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.00
Per 1,000 Gallons	\$3.49	\$3.49	\$3.70	\$3.70	\$3.70	\$3.70
Approved Wastewater Rates						
	2015	2106	2017	2018	2019	2020
Minimum Bill	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00	\$14.00
Per 1,000 Gallons	\$4.00	\$4.50	\$5.00	\$5.00	\$5.00	\$5.00

- Rates from the 2014 study have been implemented
- No changes to water and sewer rates are proposed for FY21

10



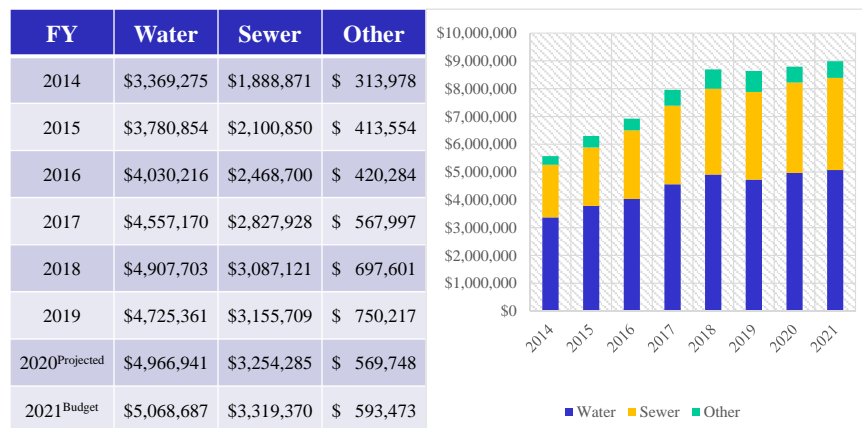
TML Survey of Water and Sewer Charges



11



Water and Sewer Fund Revenue from FY14 to FY21



12



Budget to Budget Comparison by Division

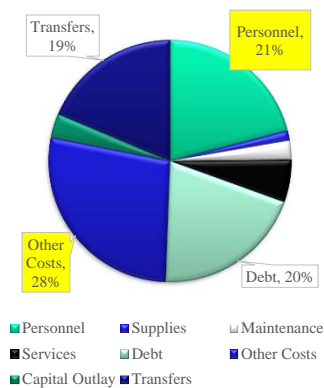
Water and Sewer Fund Division	FY20 Budget	FY21 Budget	Increase / (Decrease)
Utility Operations	\$ 740,358	\$ 813,340	\$ 72,982
Utility Finance	509,694	595,808	86,114
Water	3,023,327	3,451,064	427,737
Distribution	868,036	884,555	16,519
Treatment	1,053,394	981,852	(71,542)
Other Costs	2,616,711	2,252,548	(364,163)
Total Expenses	\$ 8,811,520	\$ 8,979,167	\$ 167,647

13



FY21 Water and Sewer Fund Expenditures by Category

Personnel	\$ 1,882,602
Supplies	120,912
Maintenance	224,930
Services	511,314
Debt	1,802,548
Other Costs	2,473,059
Capital Outlay	292,410
Transfers	<u>1,671,392</u>
Total	<u>\$ 8,979,167</u>



14



Budget to Budget Comparison by Expenditure Category

Water/Sewer Fund Expense Category	FY20 Budget	FY21 Budget	Increase / (Decrease)
Personnel	\$ 1,823,855	\$ 1,882,602	\$ 58,747
Supplies	121,293	120,912	(381)
Maintenance	314,688	224,930	(89,758)
Services	329,187	511,314	182,127
Debt	2,110,311	1,802,548	(307,763)
Other Costs	2,149,881	2,473,059	323,178
Capital Outlay	631,240	292,410	(338,830)
Transfers	1,331,065	1,671,392	340,327
Totals	\$ 8,811,520	\$ 8,979,167	\$ 167,647

15



Significant Changes Personnel Category

- 60% of the Assistant Director of Public Works position that was a mid-year hire FY20 has been allocated to the Water and Sewer Fund
- A portion of the Public Information Officer position has been allocated to the Water and Sewer Fund
- Health insurance premiums rise by 7%

16



Significant Changes Supplies Category

- Lower fuel costs provide savings to purchase new radios and an inspection camera

17



Significant Changes Maintenance Category

- Reclassifying building maintenance and computer system maintenance costs into the internal service funds decreases this category by \$81,000
- Consolidating vehicle maintenance costs into the Fleet Division within the General Fund reduces this category by \$15,000

18



Significant Changes Services Category

- The cost allocation to the W/S Fund for building maintenance services is \$69,000
- The cost allocation to the W/S Fund for information technology services is \$161,000
- Payment processing fees increase by \$60,000 as the City may absorb these costs for a full year

19



Significant Changes Services Category

- Twenty-five percent of engineering consultant costs will be allocated to the Drainage Fund instead of the Water and Sewer Fund in FY21
- Consulting expenses fall by \$37,000 as the pump and lift station generator design project was completed during FY20

20



Significant Changes Debt Category

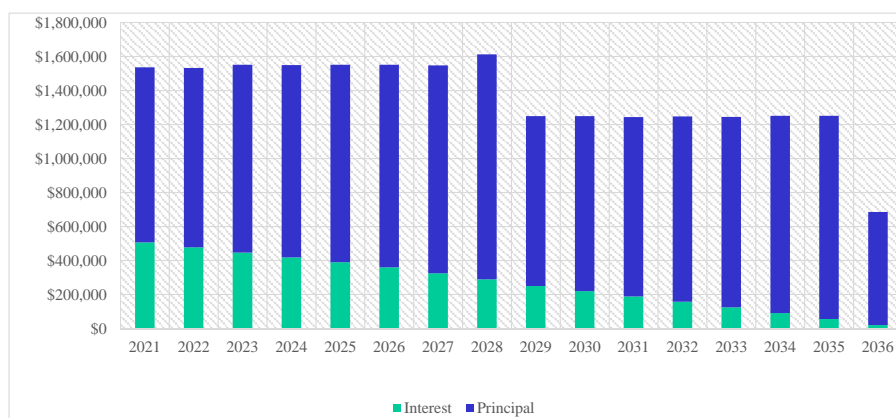
- Anticipated debt service reflects a possible bond issuance for the North Belton Elevated Storage Tank project

Bond Issuance Description	Outstanding Amount
Certificates of Obligation, Series 2002	\$ 695,000
Certificates of Obligation, Series 2008	\$ 89,100
Certificates of Obligation, Series 2015	\$ 6,800,000
Certificates of Obligation, Series 2016	\$ 9,095,000
G.O. Refunding Bonds, Series 2017	\$ 855,000
Revenue-Supported Debt Outstanding	\$ 17,534,100

21



Annual Debt Service Payments on Revenue-Supported Debt



22



Significant Changes Other Costs Category

- Expenses for water purchases increase by
 - \$120,000 for three months of payments on bonds that will be issued by BCWCID #1 to improve the pumping and transmission facilities of the Belton Transmission System
 - \$75,000 due to a 5¢/1,000 gallon price increase for treated water
- WWTP operation costs grow from \$614,810 to \$746,226 due to capital investment at the treatment plant and Belton's main lift station

23



Significant Changes Capital Outlay Category

- Capital Outlay for FY21 includes

Description	Budget
Trimble unit GPS	\$ 9,500
Trench and shoring equipment	\$ 9,510
Two dump trailers	\$ 11,000
Vac-truck dump station	\$ 42,000
Vac-truck dump station cover	\$ 25,000
Rock bucket for excavator	\$ 5,400
Wash bay	\$ 20,000
Water meters	\$170,000
Total	\$292,410

24



Significant Changes Transfers Category

- The transfer to capital projects increases to fund several projects, including
 - E Avenue S water line
 - N East / E 5th Avenue water line
 - North Belton elevated storage tank or alternatives

25



Drainage Fund

26



Drainage Fund Forecast for FY20

	FY20 Budget	Year-End Estimate
Revenue	\$ 539,472	\$ 516,027
Expenditures	(570,812)	(530,282)
Incr/(Decr) to Reserve	\$ (31,340)	\$ (14,255)

27



Forecast for FY20

- Revenue may not increase by the 7.5% that was expected when the FY20 budget was adopted
- Expenses are under budget due to salary savings and lower than anticipated maintenance costs

28



Drainage Fund FY21 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2020	\$	220,200
Increases/(Decreases) to Fund Balance:		
FY21 Revenue		548,061
FY21 Expenditures		<u>(531,260)</u>
Net Increase/(Decrease) to Fund Balance		<u>16,801</u>
Spendable Fund Balance, Sept 30, 2021	\$	<u>237,001</u>

29



Budget to Budget Comparison by Revenue Category

Drainage Fund Revenue Category	FY20 Budget	FY21 Budget	Increase / (Decrease)
Storm Drainage Fees	\$533,593	\$546,121	\$12,528
Interest Income	5,879	1,940	(3,939)
Total Revenue	\$539,472	\$548,061	\$8,589

30



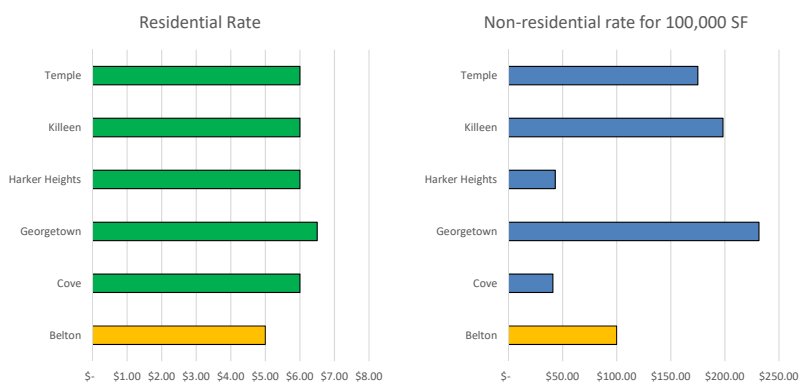
FY21 Drainage Fund Revenue

- No change to the City's drainage fee is proposed for FY21
- Storm drainage fee revenue increases by six percent over the year-end estimate for FY20 as the customer count continues to grow
- Interest income falls due to lower yields on investments

31



Drainage Fee Comparison

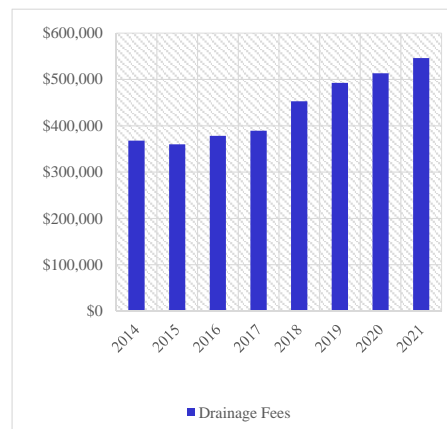


32



Drainage Fund Revenue from FY14 to FY21

FY	Drainage Fees
2014	\$367,956
2015	\$360,021
2016	\$377,990
2017	\$389,230
2018	\$452,742
2019	\$492,638
2020 ^{Projected}	\$513,031
2021 ^{Budget}	\$546,121



33



Budget to Budget Comparison by Expenditure Category

Drainage Fund Expense Category	FY20 Budget	FY21 Budget	Increase / (Decrease)
Personnel	\$ 250,108	\$ 261,427	\$ 11,319
Supplies	19,430	16,280	(3,150)
Maintenance	48,890	19,160	(29,730)
Services	10,747	30,243	19,496
Debt	25,607	25,790	183
Transfers	216,030	178,360	(37,670)
Totals	\$ 570,812	\$ 531,260	\$ (39,552)

34



Significant Changes Personnel and Supplies Categories

- 20% of the Assistant Director of Public Works position that was a mid-year hire in FY20 has been allocated to the Drainage Fund
- Health insurance premiums rise by 7%
- Expenditures for supplies decline after purchasing a radio in FY20

35



Significant Changes Maintenance Category

- Drainage facilities maintenance is reduced by \$14,000 after a concrete drainage channel on 2nd Avenue was constructed during FY20
- Vehicle maintenance expenses are transferred into the Fleet Maintenance Division of the General Fund in FY21

36



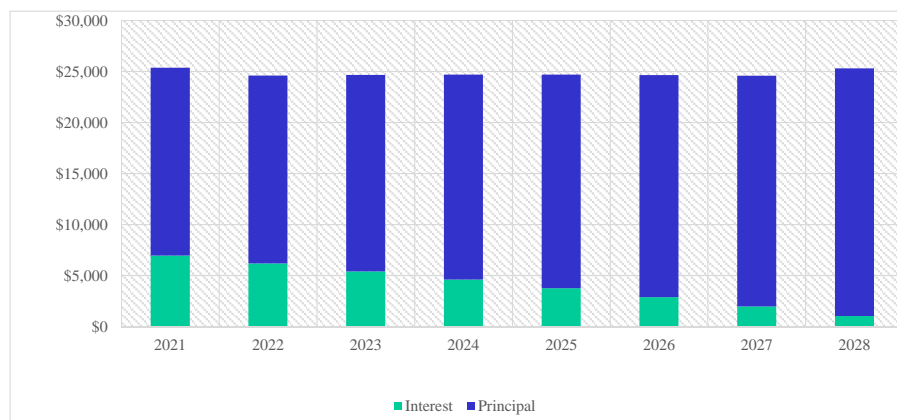
Significant Changes Services and Debt Categories

- Twenty-five percent of engineering consultant costs will be allocated to the Drainage Fund instead of the Water and Sewer Fund
- Principal and interest payments remain flat
- The outstanding principal balance on Certificates of Obligation, Series 2008 will be \$165,825 as of October 1, 2020

37



Annual Debt Service Payments on Revenue-Supported Debt



38



Significant Changes Transfers Category

- \$150,000 will be transferred into the Drainage Capital Projects Fund for the Blair and 4th drainage project that is currently scheduled for 2023
- \$28,360 will be transferred into the Drainage Capital Equipment Fund for future replacement of the street sweeper

39



Belton Economic Development Corporation

40



BEDC Operating Fund Forecast for FY20

	FY20 Budget	Year-End Estimate
Revenue	\$ 1,949,760	\$ 1,741,414
Expenditures	(1,014,489)	(855,595)
Incr/(Decr) to Reserve	\$ 935,271	\$ 885,819

41



Forecast for FY20

- A sharp drop in sales taxes as a result of COVID-19 creates a revenue deficit of approximately \$200,000
- Expenditures are under budget due to savings in business park maintenance, marketing, training, and special services

42



BEDC Operating Fund FY21 Statement of Fund Balance

Projected Spendable Balance, Sept 30, 2020 \$ 4,664,615

Increases/(Decreases) to Fund Balance:

FY21 Revenue 1,702,199

FY21 Expenditures (474,143)

Net Increase/(Decrease) to Fund Balance 1,228,056

Spendable Fund Balance, Sept 30, 2021 \$ 5,892,671

43



Budget to Budget Comparison by Revenue Category

BEDC Operating Fund Revenue Category	FY20 Budget	FY21 Budget	Increase / (Decrease)
Sales Tax	\$ 1,881,560	\$ 1,659,081	\$ (222,479)
Rental Income	43,200	27,600	(15,600)
Other Revenue	0	7,268	7,268
Interest Income	25,000	8,250	(16,750)
Total Revenue	\$ 1,949,760	\$ 1,702,199	\$ (247,561)

44



FY 21 BEDC Operating Fund Revenue

- Sales tax revenue falls by \$222,000 (12%) when compared to the FY20 Annual Budget due to COVID-related closures and economic slowdown
- Rental income falls while other revenue increases due to the sale of property to Perro Grande Commercial LLC
- The decline in interest income reflects lower yields from investments

45



Budget to Budget Comparison by Expenditure Category

BEDC Operating Fund Expenditure Category	FY20 Budget	FY21 Budget	Increase / (Decrease)
Personnel	\$ 205,373	\$ 200,468	\$ (4,905)
Supplies	5,800	7,200	1,400
Maintenance	72,785	71,785	(1,000)
Services	230,531	144,690	(85,841)
Capital Outlay	335,000	50,000	(285,000)
Transfers	0	0	0
Totals	\$ 849,489	\$ 474,143	\$ (375,346)

46



FY 21 BEDC Operating Fund Expenditures

- The budget for personnel falls in FY21 as no pay plan changes have been included
- Reductions to the services category reflect budget cuts to marketing, training/travel, and special services
- Capital outlay falls after property acquisitions were completed during FY20

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BEDC Capital Projects Fund Balance Sheet

Balances as of May 31, 2020	
Cash and Equivalents	\$ 5,813,138
Accounts Receivable	\$ 6,479
Construction in Progress	\$ 238,779
Total Assets	\$ 6,058,396
Total Liabilities	\$ 0
Net Investment in Capital Assets	\$ 238,779
Fund Balance – Assigned	\$ 5,130,639
Fund Balance - Unrestricted	\$ 688,978
Total Fund Balance	\$ 6,058,396

48



BEDC Capital Projects Fund Future Commitments

Project	Budget	Spent Through FY2019	Projected Expenditures FY2020	Budget Remaining
Avenue D	\$ 2,070,000	\$ 238,780	\$ 71,221	\$ 1,759,999
Rockwool	\$ 80,000	\$ 0	\$ 0	\$ 80,000
East Street	\$ 572,690	\$ 31,500	\$ 541,190	\$ 0
I-35 Water	\$ 1,897,674	\$ 89,005	\$ 118,029	\$ 1,690,640
I-14 Water	\$ 500,000	\$ 0	\$ 0	\$ 500,000
I-14 Sewer	\$ 1,330,585	\$ 81,805	\$ 148,780	\$ 1,100,000
Loop 121	\$ 848,339	\$ 848,339	\$ 0	\$ 0
Total	\$ 7,299,288	\$ 1,289,429	\$ 879,220	\$ 5,130,639

49



BEDC Incentives Fund

- The cash balance in the BEDC Incentives Fund is just over \$1,800,000
- This money is available to pay incentives that have been offered by BEDC, including CGI and Belltec

50



In Summary

- Water/Sewer Fund and Drainage Fund revenue continues to grow as more people utilize City services
- No rate increases are planned for water, sewer or drainage
- Both utility funds will set aside funds for future capital projects
- A lean budget has been proposed for BEDC to prepare for the impact of COVID-19

51



Upcoming Budget Calendar

Meeting Date	Budget Item to be Presented
July 14	-Discuss vehicle and equipment replacement funds -Prioritize items that were deferred or eliminated for FY21
July 28	-Present the FY21 Proposed Annual Budget to City Council -Call date for public hearing on the proposed budget -Presentation of fee schedule changes
August 4 (Special)	-Propose a property tax rate -Call date for public hearing on the property tax rate
August 11	-Present the Strategic Plan -Discuss the 2021-2025 Capital Improvements Program
September 8	-Hold public hearings on budget and property tax rate -Receive public input on the Strategic Plan -Adopt fee schedule
September 15 (Special)	-Adopt Strategic Plan, FY21 Annual Budget, and tax rate

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Questions/Comments?



BEDC Budget FY 2021



PROPOSED BUDGET
OVERVIEW



ANNUAL UPDATE
2020



PROPOSED PROJECTS
2021

PROPOSED BUDGET
OVERVIEW

OPERATING FUND REVENUE

Revenue Type	2019 Actual	2020 Budget	2021 Proposed	Change in Budget	
				\$	%
Sales Tax	\$1,786,856	\$1,881,560	\$1,659,081	\$(222,479)	-12%
Rental Income	\$ 44,355	\$ 43,200	\$ 27,600	\$ (15,600)	-36%
Other Revenues	\$ 367,118	\$ 0	\$ 7,268	\$ 7,268	100%
Interest Income	\$ 27,716	\$ 25,000	\$ 8,250	\$ (16,750)	-67%
Total Revenue	\$2,226,045	\$1,949,760	\$1,702,199	\$(247,561)	-13%

Notes:

Sales Tax – projections result of Covid-19

Rental Income – Decrease reflects Belco lease transfer to Perro Grande due to sale of property.

Other Revenues – interest from financing land sale.

Interest Income – other investments, interest rates down.

PROPOSED BUDGET
OVERVIEW

OPERATING FUND EXPENDITURES

Expenditure Type	2019 Actual	2020 Budget	2021 Proposed	Change in Budget	
				\$	%
Personnel	\$ 193,839	\$ 205,373	\$ 200,468	\$ (4,905)	-2%
Supplies	\$ 4,293	\$ 5,800	\$ 7,200	\$ 1,400	24%
Maintenance	\$ 27,843	\$ 72,785	\$ 71,785	\$ (1,000)	-1%
Services	\$ 128,084	\$ 230,531	\$ 144,690	\$ (85,841)	-37%
Capital Outlay	\$ 35,761	\$ 335,000	\$ 50,000	\$ (285,000)	-85%
Transfers	\$1,563,464	\$ 0	\$ 0	\$ 0	0%
Total Expend	\$1,953,284	\$ 849,489	\$ 474,143	\$(375,346)	-44%

Notes:

Supplies – projections based on new office location.

Maintenance – small decrease due to sale of property.

Services –

- Marketing - website update in 2020 and GCT activities and travel reduced in 2021 due to COVID-19.
- COG lease eliminated.
- Workforce development/talent attraction reduced/eliminated due to COVID-19.

Capital Outlay - Office renovations and land purchase in 2020.

- Completed Wage and Benefits Study
- Sale of Property at Rockwool for Recycling Facility
- BEDC office renovations underway
- 3 real estate transactions pending
- US Capital 50,000 sf expansion
- Ongoing design and easement acquisition for infrastructure projects valued at \$5.1 million.
- East Street Sidewalk Renovation Complete

Annual Update



ANNUAL UPDATE
2020



2021 BEDC Projects



PROPOSED PROJECTS
2021

- Finalize design and construct infrastructure projects
 - I-35 waterline
 - I-14 water & wastewater line
 - Avenue D extension
- Board Workshop to identify and prioritize future projects

BeltonEDC
ECONOMIC DEVELOPMENT CORPORATION



Staff Report – City Council Agenda Item

Agenda Item #4

Consider a resolution finding no objection to a petition from the Salado Volunteer Fire Department for the creation of Bell County Emergency Services District No. 1 which includes an area in Belton's ETJ.

Originating Department

Fire - Jon Fontenot, Fire Chief

Background

An emergency services district (ESD) is a political subdivision established pursuant to Chapter 775 of the Texas Health and Safety Code. An ESD generally supports or provides local emergency services, which can include emergency medical services and fire protection services.

An ESD has the ability to impose both a sales and a property tax to support or provide emergency services within the district. An ESD's sales tax rate can range from anywhere between one-eighth of one percent to two percent. An ESD's property tax, meanwhile, may not exceed ten cents per \$100 of valuation.

The Salado Volunteer Fire Department has petitioned the Bell County Commissioners Court in an effort to create an ESD whose area includes Salado VFD's current response district. Because a portion of their response district lies within the ETJ of Belton, the territory in question may not be included in the ESD unless the Belton City Council gives its written consent on or before the 60th day after the date the request is received.

If the City Council consents to the creation of the ESD within territory located in the ETJ, several steps—including an election ordered by the Bell County Commissioner's Court—must still take place in order for the ESD to be created.

If the City Council does not approve the request, a majority of the qualified voters and the owners of 50 percent of the property in the ETJ that would have been included in the ESD may petition the City Council to make the emergency services available. The petition must be submitted not later than the 90th day after the date the City Council received the initial request. If the City Council refuses or fails to act on the petition within six months after the petition is received, the Council's refusal or failure to act constitutes consent for the territory to be included in the district.

Fiscal Impact

If the City of Belton annexes the territory from the ESD, the City must compensate the ESD immediately after annexation in an amount equal to the annexed territory's pro rata share of the ESD's bonded and other indebtedness. In addition, at the ESD's request, the City must purchase from the ESD, at fair market value, any real or personal property used to provide emergency services in the annexed territory.

Amount: None at this time

Budgeted: ☐ Yes ☐ No ☐ Capital Project Funds

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

Funding Source(s):

Recommendation

Because the development of the Salado ESD does not change current emergency service delivery boundaries, and there is no initial financial impact to the City of Belton, Staff recommends the Council approve a resolution finding no object to the Salado Volunteer Fire Department's effort to establish an Emergency Service District which contains a small portion of the City of Belton's ETJ.

Attachments

Salado VFD Request for ESD
TML Q&A on ESD
Resolution



Salado Volunteer Fire Department

P.O. Box 503
Salado, TX 76571
T. 254.947.8961
saladofiredept@yahoo.com

Dear Mayor Marion Grayson and City Council Members:

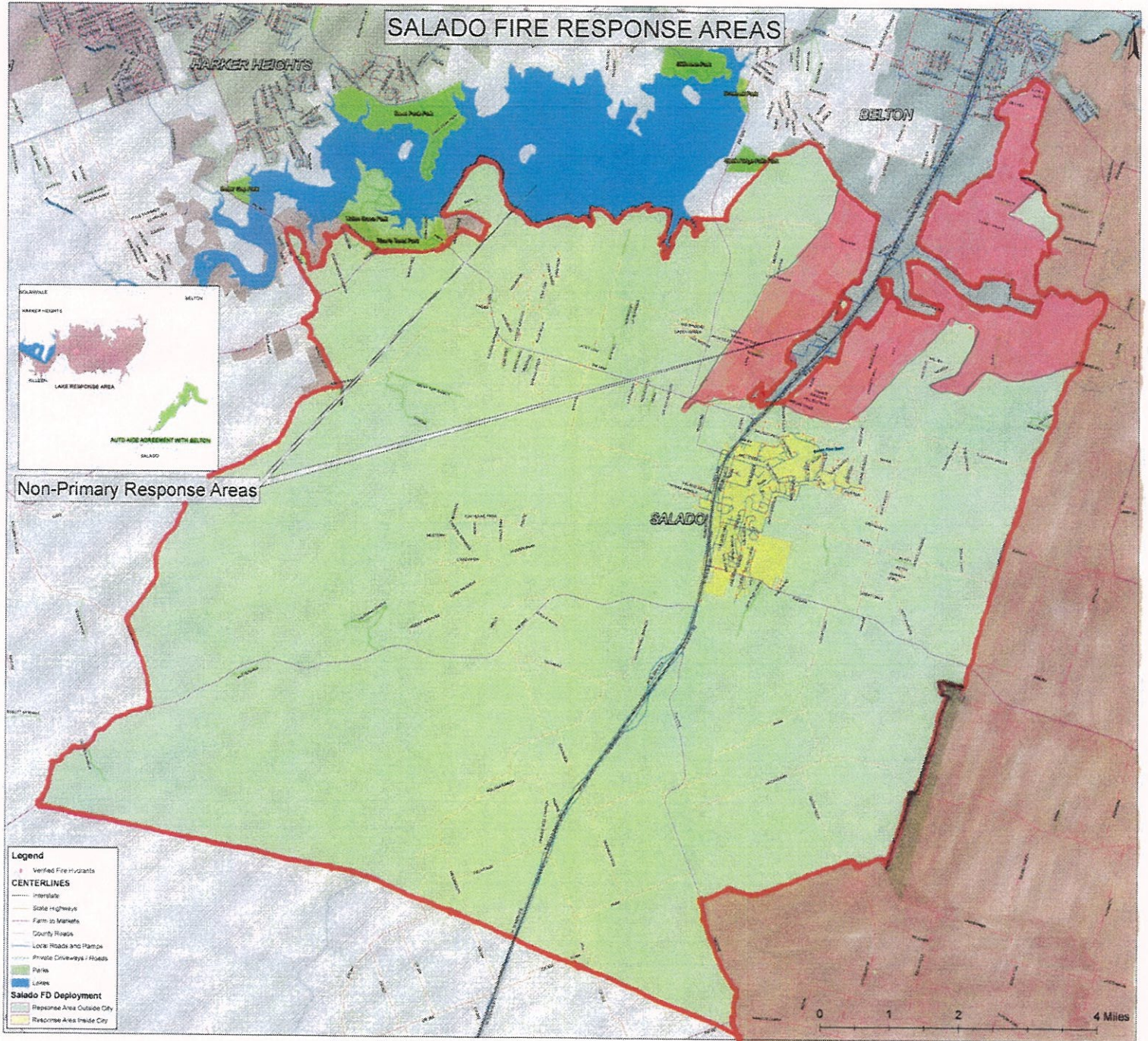
Shane Berrier and Bert Henry, on behalf of the Salado Volunteer Fire Department, have filed the attached petition for the creation of Bell County Emergency Services District No. 1 (the "District"). The District is proposed for the purpose of funding Fire and EMS services in the area. The Commissioners Court of Bell County has accepted the petition and will hold a public hearing to consider whether to grant the petition. Because a small portion of the District is within the extraterritorial jurisdiction of the City of Belton ("City of Belton ETJ"), the City must consent to the inclusion of this area within the District in order for it to be included within the District. (Texas Health & Safety Code 775.014). This letter serves as a formal request that the City consent to the creation of the proposed District and allow the District to include the City of Belton ETJ.

The petitioners respectfully request to be placed on the City's agenda as soon as possible, and before July 14th at the latest, under an item titled, "Discuss and consider consenting to creation of the proposed Bell County Emergency Services District No. 1."

A map of the district, the metes and bounds description and a map of the district highlighted in pink (not exact but close) is the City's small portion of the ETJ area of the proposed district are included in the attached petition.

The petitioners respectfully request that you consent to including the City of Belton ETJ in Bell County Emergency Services District No. 1 by adopting a resolution similar to the attached and approving the request in writing.

Belton ETS Area Highlighted in Pink
portion of the proposed BC ESD No. 1
(Not Exact
But Close)



Petition Requesting Creation of the Bell County Emergency Services District No. 1

THE STATE OF TEXAS

COUNTY OF BELL

TO THE HONORABLE JUDGE OF BELL COUNTY, TEXAS


We, the undersigned, being not less than one hundred (100) of the qualified voters within the hereinafter mentioned proposed emergency services district (hereinafter referred to as "Petitioners") pursuant to the provisions of Chapter 775 V.T.C.A.S. Health & Safety Code, hereby respectfully present and file this Petition requesting the formation of Bell County Emergency Services District No. 1 and in support thereof respectfully show the following:

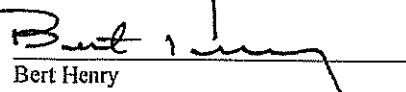
- a. That the District is to be created and operated under the provisions of Article III, Section 48-e of the Texas Constitution;
- b. That the name of the proposed District is "Bell County Emergency Services District No. 1";
- c. That the proposed District lies wholly within Bell County, Texas and the designated boundaries thereof are described on the attached Exhibit "A" and incorporated herein by reference;
- d. Services that the proposed Bell County Emergency Services District No. 1 shall provide fire suppression and medical first response;
- e. That the creation of the proposed Bell County Emergency Services District No. 1 complies with Section 775.020 and 775.0205;
- f. That none of the land encompassed within the proposed District is now included within and other emergency services district;
- g. That the mailing address of each Petitioner is set forth opposite his/her signature to the Petition;
- h. That each Petitioner is a resident qualified voter within the area of the proposed District;
- i. That the organization of the proposed District is feasible and practicable, and will be conducive to the public safety, welfare, health and convenience of persons residing in the proposed District.

By signing this Petition, the undersigned Shane Berrier and Bert Henry agree and oblige themselves jointly and severally to pay the cost incidental to the formation of the proposed District not to exceed one-hundred fifty dollars (\$150.00), which shall include, among any other necessary and incidental expenses, the posting of publication of notices and election costs

Wherefore, Petitioners respectfully pray that the Petition be found to be in proper form; that this Petition be filed with the County Clerk of Bell County, Texas; that the Commissioners Court of said County thereafter at its next regular or special session set the place, day and hour when it will hear and consider this Petition; that upon such hearing this Petition be granted by said Commissioners Court call an election to confirm the organization of such emergency services district and authorize the levy of a tax, not to exceed ten cents (\$.10) on the one hundred dollars (\$100) valuation; the rate allowed by Section 48-e, Article III, Texas Constitution; and for such further orders as may be necessary and proper.

Respectfully Submitted,


Shane Berrier

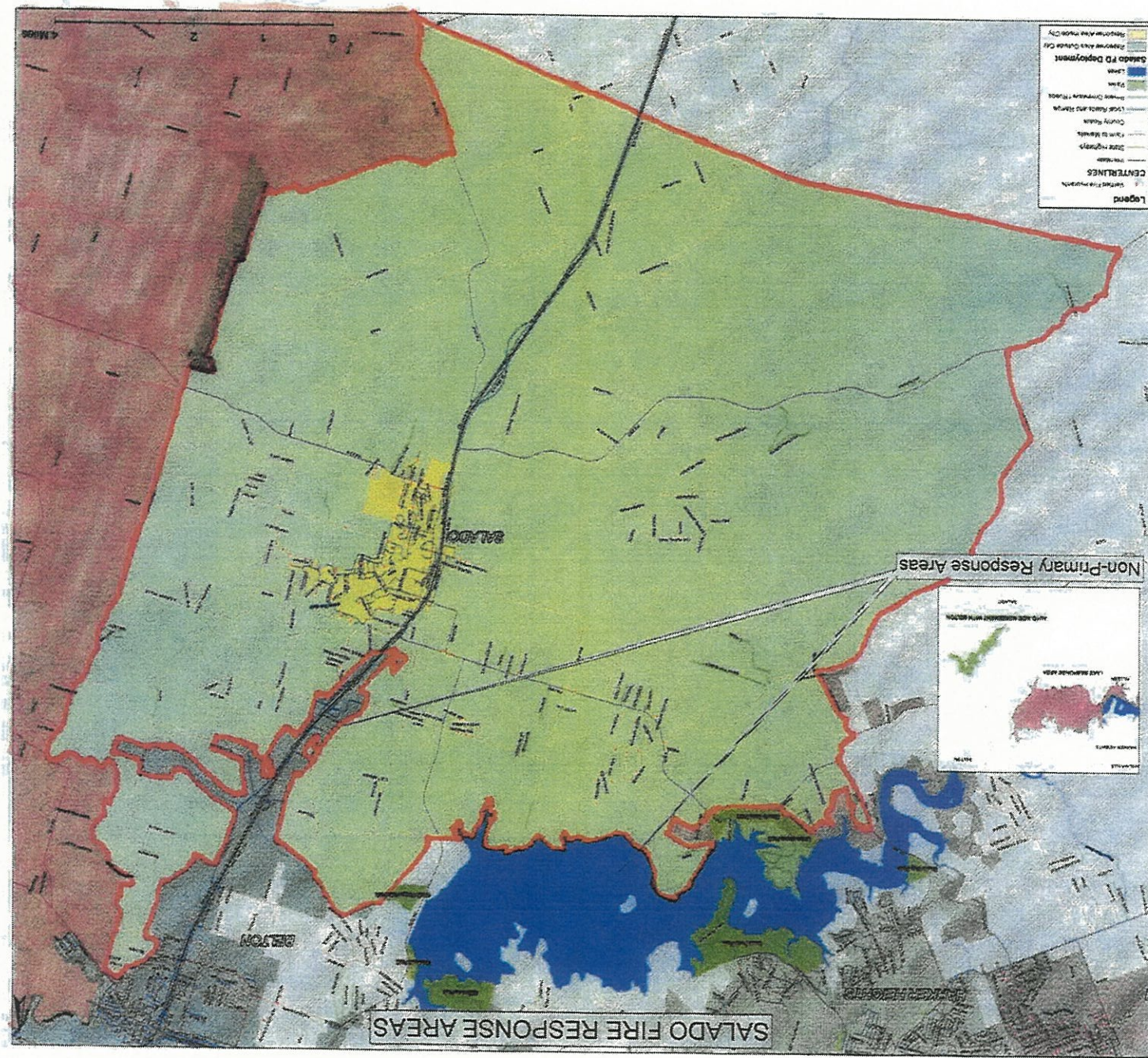

Bert Henry

FILED FOR RECORD
2020 JUN 16 A 8:58
SHELLEY COSTON
CO. CLERK BELL COUNTY

FILED FOR RECORD

2020 JUN 16 A 8:59

SHELLEY COSTON
CO. CLK. BELL CO. TX



Proposed Bell County Emergency Services District No. 1 Boundary Description

FILED FOR RECORD

2020 JUN 16 A 9:00

STILLEE COSTER
CO. CLK. BELL CO. TX

The proposed Emergency Services District being comprised of one distinct area of South Bell County, State of Texas.

Beginning at a point of Intersection of the North Williamson County Line with the South Bell County Line, with the centerline of Farm-to-Market Road-2843, State of Texas;

Thence, Northerly along the centerline of Farm-to-Market 2843 to the intersection of Cedar Valley Road.

Thence, Northerly along the centerline of Cedar Valley Road, to the intersection of Crows Ranch Road.

Thence, Northerly along the centerline of Crows Ranch Road, to the intersection of Eagle Nest Road.

Thence, Northerly along the centerline of Eagle Nest Road, to the intersection of Farm-to-Market 2484.

Thence, Northerly along the centerline of Farm-to-Market of 2484, to the intersection of Farm-to-Market 3481.

Thence, Northerly along the centerline of Farm-to-Market 3481, to the City of Killeen City Limit Boundary.

Thence, following the contours of the City of Killeen City Limit boundaries, to the Southern Shoreline of Stillhouse Hollow Reservoir.

Thence, following the contours of the Southern Shoreline of Stillhouse Hollow Reservoir, to the Southern edge of the Stillhouse Hollow Reservoir Spillway/US Army Corps of Engineers property line.

Thence, Easterly along the Southern edge of the Stillhouse Hollow Reservoir Spillway and United States Army Corps of Engineers property line, to the South riverbank of the Lampasas River.

Thence, Easterly along the South riverbank of the Lampasas River, to the intersection of with the City of Belton City Limit Boundary.

Thence, following the contours of the City of Belton City Limit boundaries, to the intersection of the centerline of Elm Grove Road for the Northeast corner of the Boundary Description,

Thence, Southerly along the centerline of Elm Grove Road to the intersection with the centerline of the Lampasas River.

Thence, Easterly along the contours of the South riverbank of the Lampasas River, to the intersection of the centerline of Farm-to-Market 1123.

Thence, Easterly along the centerline of Farm-to-Market 1123, to intersection of the centerline of Armstrong Road.

Thence, Southerly along the centerline of Armstrong Road, to the intersection of the centerline of Farm-to-Market 2268.

Thence, Southerly from centerline of Farm-to-Market 2268 along the centerline of Armstrong Loop Road to the Northeastern part of property corner owned by BSN UNLIMITED SERIES LLC FM 2268 Series, Property ID 38097, as describe in the official record of Bell County, Deed Number 201100003259.

Thence, Southerly following the East Property Line contours of the property owned by BSF UNLIMITED SERIES LLC FM 2268 Series, Property ID 38097, as describe in the official record of Bell County, Deed Number 201100003259, to the intersection with the Northeast corner of the property owned by NAIVAR, JOHNNIE L ETAL, Property 78058, as described in the official record of Bell County, Deed Volume 00627, Deed Page 00486.

Thence, Southerly following the East Property Line contours of the property owned by NAIVAR, JOHNNIE L ETAL, Property 78058, as described in the official record of Bell County, Deed Volume 00627, Deed Page 00486, to the intersection with the Northeast corner of the property owned by SCHWERTNER FARMS INC., Property ID 14243, as described in the official record of Bell County, Deed Volume 3733, Deed Page 462.

Thence, Southerly following the East Property Line contours of the property owned by SCHWERTNER FARMS INC., Property ID 14243, as described in the official record of Bell County, Deed Volume 3733, Deed Page 462, to the intersection with the Northeast corner of the property owned by SCHWERTNER FARMS INC., Property 14241, as described in the official record of Bell County, Deed Volume 3733, Deed Page 462.

Thence, Southerly following the East Property Line contours of the property owned by SCHWERTNER FARMS INC., Property 14241, as described in the official record of Bell County, Deed Volume 3733, Deed Page 462, to the intersection with the Northeast corner of the property owned by SCHWERTNER FARMS INC., Property 14240, as described in the official record of Bell County, Deed Volume 3733, Deed Page 462.

Thence, Southerly following the East Property Line contours of the property owned by SCHWERTNER FARMS INC., Property 14240, as described in the official record of Bell County, Deed Volume 3733, Deed Page 462, to the intersection with Hackberry Road.

Thence, Westerly following the centerline of Hackberry Road, to the Northeast corner of the property owned by SCHWERTNER FARMS INC., Property 104086, as described in the official record of Bell County, Deed Volume 02981, Deed Page 00019.

Thence, Southerly following the East Property Line contours of the property owned by SCHWERTNER FARMS INC., Property 104086, as described in the official record of Bell County, Deed Volume 02981, Deed Page 00019, to the intersection with the Northeast corner of the property owned by SCHWERTNER FARMS INC., Property 104080, as described in the official record of Bell County, Deed Volume 02981, Deed Page 00019.

Thence, Southerly following the East Property Line contours of the property owned by SCHWERTNER FARMS INC., Property 104080, as described in the official record of Bell County, Deed Volume 02981, Deed Page 00019, to the intersection with the Northeast corner of the property owned by SCHWERTNER FARMS INC., Property 104051, as described in the official record of Bell County, Deed Volume 02981, Deed Page 00019.

Thence, Southerly following the East Property Line contours of the property owned by SCHWERTNER FARMS INC., Property 104051, as described in the official record of Bell County, Deed Volume 02981, Deed Page 00019, to the intersection with the Northeast corner of the property owned by BANE, COLBY FRANK ETUX LOGAN MICHELLE, Property 35980, as described in the official record of Bell County, Deed Number 2020016601.

FILED FOR RECORD
2020 JUN 16 AM 9:00
CLERK OF BELL COUNTY

Thence, Southerly following the East Property Line contours of the property owned by BANE, COLBY FRANK ETUX LOGAN MICHELLE, Property 35980, as described in the official record of Bell County, Deed Number 2020016601, to the intersection of the centerline of Lindemann Road.

Thence, Westerly following the centerline of Lindemann Road, to the intersection of the centerline of the Gooseneck Road/Lindemann Road transition.

Thence, Westerly following the centerline of the Gooseneck Road/Lindemann Road transition, continuing West on Lindemann Road

Thence, Westerly following the centerline of Lindemann Road, to the intersection of Farm-to-Market 2115.

Thence, Southerly following the centerline of Farm-to-Market 2115, to the intersection of Farm-to-Market 487.

Thence, in a southeasterly direction, following the centerline of Farm-to-Market 487 to the Bell/Williamson County Line.

Thence, Westerly following the Southern County Line of Bell County, to the intersection of the with the centerline of Farm-to-Market Road 2843.

The intersection points of the Southern County Line of Bell County and Farm-to-Market Road 2843 is noted as the beginning and ending point for the Boundary Description.

FILED FOR RECORD
2020 JUN 16 A 9:00
SHELLEY COSTON
CO. CLK. BELL CO. TX

PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

Name of Circulator
Shane Berrier
Page 1 of 1

COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)

You are hereby requested to place the creation of the "Bell County Emergency Services District No. 1" on the ballot for the next general election.
(Por la presente, se le solicita que coloque la creación del "Distrito de Servicios de Emergencia del Condado de Bell No. 1" en la boleta electoral para la próxima elección general.)

Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluye Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)
6/6/2020	<i>John Newman</i>	JOHN NEWMAN	2221 CHISHOLM Trl. Salado, TX 76571	Bell	1062635509 ✓
6/6/2020	<i>Patsy Morris Newman</i>	PATSY MORRIS NEWMAN	2221 CHISHOLM TRAIL, SALADO, TX. 76571	Bell	1061998554 ✓
6/6/2020	<i>Rodney W. Bell</i>	RODNEY W. BELL	3401 CHISHOLM TRAIL, SALADO, TX 76571	Bell	1061155078 ✓
6/6/2020	<i>Darlene Walsh</i>	DARLENE WALSH	1001 Mill Creek Dr Salado TX 76571	Bell	1062524654 ✓
6/6/2020	<i>Renee McManus</i>	RENEE MCMANUS	1513 CHAPARRAL DRIVE SALADO TX 76571	Bell	1208404800 ✓
6/6/2020	<i>Robert B. Jackens</i>	ROBERT B. JACKENS	1910 Old Mill Rd Apt. 4 Salado TX 76571	Bell	1135897674 ✓
6/6/2020	<i>Lisa Jackens</i>	LISA JACKENS	1910 Old Mill Rd #4 Salado TX 76571	Bell	1136190871 ✓
6/6/2020	<i>Daniel Roney</i>	DANIEL RONEY	800 De Grammond Way Salado, TX 76571	Bell	1062872542 ✓
6/6/2020	<i>Michael V. Walsh</i>	MICHAEL V. WALSH	1001 Mill Creek Dr Salado TX 76571	Bell	1062366665 ✓
6/6/2020	<i>Ann Carroll</i>	ANN CARROLL	1108 Old Mill Rd, Salado TX 76571	Bell	1062019041 ✓
6/7/2020	<i>Samuel T. Morris</i>	SAMUEL T. MORRIS #	701 Indian Trail Salado TX 76571	Bell	2127563298 ✓
6/7/2020	<i>Barbara E. Morris</i>	BARBARA E. MORRIS	701 Indian Trail Salado TX 76571	Bell	2127563288 ✓

AFFIDAVIT OF CIRCULATOR (DECLARACIÓN JURADA DE LA PERSONA QUE HACE CIRCULAR LA PETICIÓN)

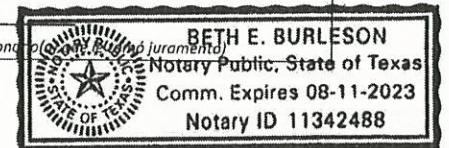
STATE OF TEXAS (ESTADO DE TEXAS) COUNTY OF (CONDADO DE) Bell. BEFORE ME, the undersigned, on this 6/8/2020 (date) personally appeared (ANTE MI, el/la suscrito(a), en este (fecha) compareció) Shane Berrier, (name of person who circulated petition) – (nombre de la persona que hizo circular la petición) who being duly sworn, deposes and says: "I called each signer's attention to the above statements and read them to the signer before the signer affixed their signature to the petition. I witnessed the affixing of each signature. The correct date of signing is shown on the petition. I verified each signer's registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct." (quien, habiendo prestado el juramento correspondiente, declaró y dijo: "Llamé la atención de cada firmante sobre la declaración citada y se la leí antes de que la suscribiera. Atestigué cada firma, y la fecha correcta de las firmas consta en la petición. Verifiqué la situación de cada firmante en lo concerniente a su inscripción y creo que cada firma es la auténtica de la persona cuyo nombre aparece firmado y que son exactos los datos correspondientes a cada firmante.") SWORN TO AND SUBSCRIBED BEFORE ME THIS DATE (JURADO Y SUSCRITO ANTE MI, CON ESTA FECHA)

X *Shane Berrier*
Signature of circulator (Firma de la persona que hizo circular la petición)

X *Beth E. Burleson*
Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

X NOTARY
Title of officer administering oath (Título oficial del/de la funcionario(a) que le tomó juramento)

(SEAL)



PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

Name of Circulator
Shane Berrier
Page 2 of 2

COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)

FILED FOR RECORD

You are hereby requested to place the creation of the "Bell County Emergency Services District No. 1" on the ballot for the next general election.
(Por la presente, se le solicita que coloque la creación del "Distrito de Servicios de Emergencia del Condado de Bell No. 1" en la boleta electoral para la próxima elección general.)

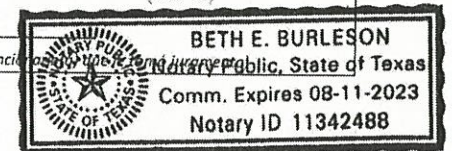
Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluye Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)
06/07/2020		JUDITH FIELDS	818 BLAYLOCK CIRCLE SALADO TX 76571	Bell	1137472904 ✓
6/7/2020		Session Harrell	9652 Spinnett Mill Rd SALADO TX 76571	Bell	1061549810 (S) Shilin Salado
6/7/2020		Amber Dankert	2324 Chisholm TR, Salado TX 76571	Bell	1063129592 ✓
6/7/2020		Barclay McCort	406 Royal VWJ Salado TX 76571	Bell	1062711554 ✓
6/7/2020		Doreen V. McCort	426 Royal View, Salado TX 76571	Bell	1062713903 ✓
6/8/2020		Donald Hughes	913 Hillcrest Salado TX 76571	Bell	1077793746 ✓
6/8/2020		Michael Coggins	1808 Kevin Trail, Salado TX 76571	Bell	1061156794 ✓
6/8/2020		Merle Stalcup	2025 WINDY TR SALADO TX 76571	Bell	1063140736 ✓
6/8/2020		Jim Holder	4501 FM 2484 SALADO TX 76571	Bell	1136130273 ✓
6/8/2020		Billy Helm	6571 Elm Grove Rd, Belton TX 76513 TX 76571	Bell	1140458201 ✓ BCSO
6/8/2020		JOE OLIVER	615 Quail Hollow - Salado TX 76571	Bell	1060778712 ✓
6/8/2020		JIM SEWELL	2016 Bluff Circle - Salado TX 76571	Bell	1061134263 ✓

AFFIDAVIT OF CIRCULATOR (DECLARACIÓN JURADA DE LA PERSONA QUE HACE CIRCULAR LA PETICIÓN)
STATE OF TEXAS (ESTADO DE TEXAS) COUNTY OF (CONDADO DE) Bell. BEFORE ME, the undersigned, on this 6/8/2020 date personally appeared (ANTE MI, el/la suscritor(a), en este (fecha) compareció) Shane Berrier, (name of person who circulated petition) – (nombre de la persona que hizo circular la petición) who being duly sworn, deposes and says: "I called each signer's attention to the above statements and read them to the signer before the signer affixed their signature to the petition. I witnessed the affixing of each signature. The correct date of signing is shown on the petition. I verified each signer's registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct." (quien, habiendo prestado el juramento correspondiente, declaró y dijo: "Llamé la atención de cada firmante sobre la declaración citada y se la leyó antes de que la suscribiera. Atestigué cada firma, y la fecha correcta de las firmas consta en la petición. Verifiqué la situación de cada firmante en lo concerniente a su inscripción y creo que cada firma es la auténtica de la persona cuyo nombre aparece firmado y que son exactos los datos correspondientes a cada firmante.") SWORN TO AND SUBSCRIBED BEFORE ME THIS DATE (JURADO Y SUSCRITO ANTE MI, CON ESTA FECHA)

x
Signature of circulator (Firma de la persona que hizo circular la petición)

x
Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

x NOTARY
Title of officer administering oath (Título oficial del/de la funcionario(a) que le tomó juramento)

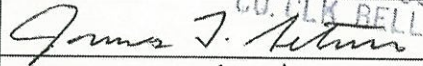
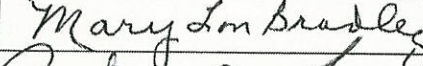



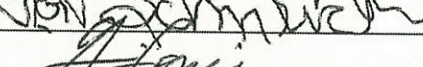


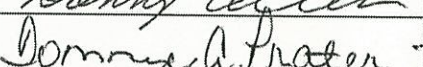
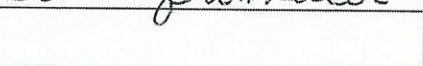


PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

Name of Circulator
Shane Berrier
Page 3 of 10

COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)


You are hereby requested to place the creation of the "Bell County Emergency Services District No. 1" on the ballot for the next general election.
(Por la presente, se le solicita que coloque la creación del "Distrito de Servicios de Emergencia del Condado de Bell No. 1" en la boleta electoral para la próxima elección general.)

Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluye Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)
6/7/2020		JAMES F. SEXTON	510 AMANDA, CIRCLE SALADO TX 76571	Bell	1169047171 ✓
6/8/2020		Mary Lou Bradley	1907 Smith Bluff Rd., Salado TX 76571	Bell	1061910897 ✓
6/8/2020		BARBARA ANN LEWIS	1416 Arnold Palmer SALADO TX 76571	Bell	1061964442 ✓
6/8/2020		ROBBIE G. GRIFFIN	2107 HIGHLAND DR SALADO TX 76571	Bell	1063231298 ✓
6/8/2020		VICTOR R MEANS	305 N. MAIN SALADO, TX 76571	Bell	1062060826 ✓
6/8/2020		DON SCHNEIDER	1510 LOGAN CT SALADO TX 76571	Bell	1061205237 ✓
6/8/2020		A. LEWIS	1416 ARNOLD PALMER SALADO TX 76571	Bell	1061964474 ✓
6/8/2020		TRAVIS LAMB	1908 Highland Dr. SALADO TX 76571	Bell	2146630336 ✓
6/8/2020		Danny Allen	2107 Bluff Circle SALADO TX 76571	Bell	1135840824 ✓
6/8/2020		TOMMY A. PRATER	1502 Old Mill Rd. SALADO TX 76571	Bell	1061579807 ✓
6/8/2020				Bell	
6/8/2020				Bell	

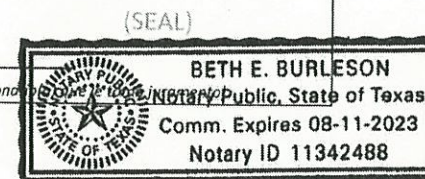
AFFIDAVIT OF CIRCULATOR (DECLARACIÓN JURADA DE LA PERSONA QUE HACE CIRCULAR LA PETICIÓN)

STATE OF TEXAS (ESTADO DE TEXAS) COUNTY OF (CONDADO DE) Bell. BEFORE ME, the undersigned, on this 6/8/2020 (date) personally appeared (ANTE MI, el/la suscrita(a), en este (fecha) compareció) SHANE BERRIER, (name of person who circulated petition) - (nombre de la persona que hizo circular la petición) who being duly sworn, deposes and says: "I called each signer's attention to the above statements and read them to the signer before the signer affixed their signature to the petition. I witnessed the affixing of each signature. The correct date of signing is shown on the petition. I verified each signer's registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct." (quien, habiendo prestado el juramento correspondiente, declaró y dijo: "Llamé la atención de cada firmante sobre la declaración citada y se la leí antes de que la suscribiera. Atestigué cada firma, y la fecha correcta de las firmas consta en la petición. Verifiqué la situación de cada firmante en lo concerniente a su inscripción y creo que cada firma es la auténtica de la persona cuyo nombre aparece firmado y que son exactos los datos correspondientes a cada firmante.") SWORN TO AND SUBSCRIBED BEFORE ME THIS DATE (JURADO Y SUSCRITO ANTE MI, CON ESTA FECHA)

x 
Signature of circulator (Firma de la persona que hizo circular la petición)

x 
Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

x NOTARY
Title of officer administering oath (Título oficial de/de la funcionario(a) que le tomó juramento)



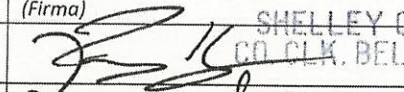
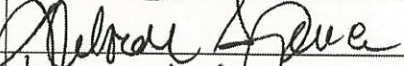
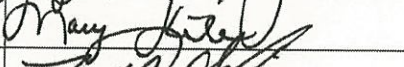

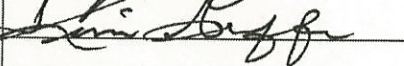
PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

Name of Circulator
Shane Berrier
Page 9 of 4

COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)


You are hereby requested to place the creation of the "Bell County Emergency Services District No. 1" on the ballot for the next general election.

(Por la presente, se le solicita que coloque la creación del "Distrito de Servicios de Emergencia del Condado de Bell No. 1" en la boleta electoral para la próxima elección general.)

Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluye Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)
6/7/2020		Ryan Horst	100 W. Creek Dr Salado TX 76571	Bell	1063139647 ✓
6/7/2020		Deborah Spence	217 W Creek Dr Salado TX 76571	Bell	1060863920 ✓
6/7/2020		Mary Kite	7497 Fm 2484 Salado TX 76571	Bell	1061873549 1061873549 ✓
6/8/2020		Anthony Griffin	2265 Mission Trail Salado TX 76571	Bell	1189774378 Reg @ Justice Complex *
6/8/2020		Kimberly Griffin	2245 Mission Trail Salado TX 76571	Bell	1062754456 ✓
___/___/2020				Bell	
___/___/2020				Bell	
___/___/2020				Bell	
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___/___/2020				Bell	

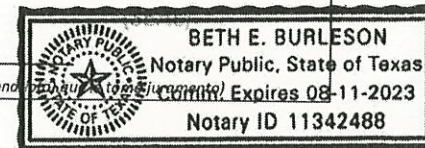
AFFIDAVIT OF CIRCULATOR (DECLARACIÓN JURADA DE LA PERSONA QUE HACE CIRCULAR LA PETICIÓN)

STATE OF TEXAS (ESTADO DE TEXAS) COUNTY OF (CONDADO DE) BELL. BEFORE ME, the undersigned, on this 6/8/2020 (date) personally appeared (ANTE MI, el/la suscrita(a), en este (fecha) compareció) SHANE BERRIER, (name of person who circulated petition) – (nombre de la persona que hizo circular la petición) who being duly sworn, deposes and says: "I called each signer's attention to the above statements and read them to the signer before the signer affixed their signature to the petition. I witnessed the affixing of each signature. The correct date of signing is shown on the petition. I verified each signer's registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct." (quien, habiendo prestado el juramento correspondiente, declaró y dijo: "Llamé la atención de cada firmante sobre la declaración citada y se la leí antes de que la suscribiera. Atestigué cada firma, y la fecha correcta de las firmas consta en la petición. Verifiqué la situación de cada firmante en lo concerniente a su inscripción y creo que cada firma es la auténtica de la persona cuyo nombre aparece firmado y que son exactos los datos correspondientes a cada firmante.") SWORN TO AND SUBSCRIBED BEFORE ME THIS DATE (JURADO Y SUSCRITO ANTE MI, CON ESTA FECHA)

X 
Signature of circulator (Firma de la persona que hizo circular la petición)

X 
Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

X NOTARY
Title of officer administering oath (Título oficial del/de la funcionario(a) que le tomó juramento)



PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

Name of Circulator

Shane Burrier

Page 5 of

COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)

FILED FOR RECORD

You are hereby requested to place the creation of the "Bell County Emergency Services District No. 1" on the ballot for the next general election.

(Por la presente, se le solicita que coloque la creación del "Distrito de Servicios de Emergencia del Condado de Bell No. 1" en la boleta electoral para la próxima elección general.)

Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluye Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)
6/7/2020	[Signature]	Hermilo N. Garcia Jr	1131 Luker Rd Belton, TX 76513	Bell	1196732696
6/7/2020	Taylor Winkler	Taylor Winkler	1131 Luker Rd Belton, TX 76513	Bell	1200765467 (S)
6/7/2020	Bryant Johnson	Bryant Johnson	1237 Luker Rd Belton 76513	Bell	1078058248
6/7/2020	Dina Johnson	DINA Johnson	1237 Luker Rd Belton 76513	Bell	1086849514
6/7/2020	[Signature]	CHAD ADAMS	1401 Luker Rd Belton 76513	Bell	1155183471
6/7/2020	KRISHI	KRISHI Guzman	958 Salado School Rd Salado 76571	Bell	1060937955 ✓
___/___/2020				Bell	
___/___/2020				Bell	
___/___/2020				Bell	
___/___/2020				Bell	
___/___/2020				Bell	
___/___/2020				Bell	

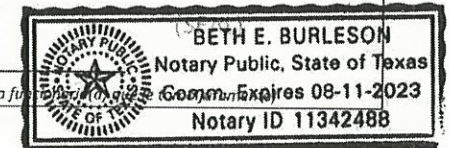
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X [Signature]
Signature of circulator (Firma de la persona que hizo circular la petición)

X Beth E. Burleson
Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

X NOTARY
Title of officer administering oath (Título oficial del/de la funcionario(a) que le tomó juramento)



PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

Name of Circulator
Shane Berrier
Page 6 of 8

COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)

You are hereby requested to place the creation of the "Bell County Emergency Services District No. 1" on the ballot for the next general election.
(Por la presente, se le solicita que coloque la creación del "Distrito de Servicios de Emergencia del Condado de Bell No. 1" en la boleta electoral para la próxima elección general.)

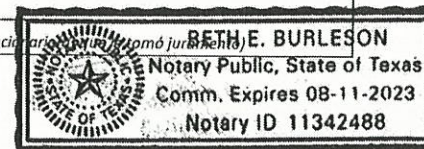
Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluye Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)
06/06/2020		Janci Roquemore	6179 Fm 2484, Salado, Tx 76571	Bell	1061697136 ✓
06/06/2020		Brandy Haverland	1044 Ferguson Mill, Salado, Tx 76571	Bell	106322133 (S)
06/06/2020		Crystal Friemel	9605 Few-trees Ct Salado, TX 76571	Bell	1061192050 (S) *Still in Salado
06/06/2020		John F. Cole	1420 Old Mill Rd Salado TX 76571	Bell	1061184868 ✓
06/06/2020		Shelia Cole	1420 Old Mill Rd Salado TX 76571	Bell	1061184834 ✓
6/7/2020		Albert Lopez	519 W Village Salado TX 76571	Bell	1213904839 ✓
6/7/2020		Katelynn Carpenter	598 Salado Creek, Salado, TX 76571	Bell	1212471440 (S) *Still in Salado
6/7/2020		Kevin Carpenter	598 Salado Creek, Salado, TX 76571	Bell	1029062721 (S) *
6/7/2020		Frankie Pooler	1101 LA Paloma LP W Salado TX 76571	Bell	1062832291 ✓
6/7/2020		Nathan Houston	11222 Salado Heights Dr. Salado, TX 76571	Bell	1061640456 ✓
6/7/2020		Johnny Davidson	11205 Salado Heights DR Salado, TX 76571	Bell	1061325468 ✓
6/7/2020		Randy Bloomer	210 Eagle Rock Salado TX 76571	Bell	1061320914 ✓

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Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

X NOTARY
Title of officer administering oath (Título oficial del/de la funcionario(a) que le tomó juramento)



PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

Name of Circulator
Share Berrier
Page 7 of

COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)

You are hereby requested to place the creation of the "Bell County Emergency Services District No. 1" on the ballot for the next general election.
(Por la presente, se le solicita que coloque la creación del "Distrito de Servicios de Emergencia del Condado de Bell No. 1" en la boleta electoral para la próxima elección general.)

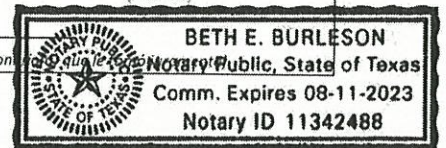
Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluye Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)
4/6/2020		SKIP BLAWETT (E.F. Jr)	2513 VESTER WAY TX 76571	Bell	1155517351 ✓
6/6/2020		BILL BARTHOLT	1530 Rps 100 Salado tx 76571	Bell	1061716594 ✓
6/6/2020		DAVIS PRESTON	111 Tallwood CR Salado TX 76571	Bell	1061429542 ✓
6/6/2020		JEFF KELLEY	2550 ROYAL C. Salado TX 76571	Bell	1062200187 ✓
6/6/2020		Dea Prall Howard (Prall)	8324 FM 2484 Salado, TX 76571	Bell	1061975671 ✓
6/6/2020		JAMES D. THURMAN	10599 FM 2484 SALADO, TX 76571	Bell	1061324943 ✓
6/6/2020		DELIA L. THURMAN	10599 FM 2484 SALADO, TX 76571	Bell	1061324970 ✓
6/6/2020		JACKIE W. BURSON	9350 UNION GROVE LN SALADO TX 76571	Bell	1061735616 ✓
6/6/2020		RICHARD G. SAPP	9770 HOBBS CANYON DR. SALADO TX 76571	Bell	1062030711 ✓
6/6/2020		Ricardo Balderas	4202 Big Brooke Dr Salado TX 76571	Bell	2148680940 ✓
6/6/2020		JAMES M. MCDUGAL	2201 ALISON, SALADO TX 76571	Bell	1061622349 ✓
6/7/2020		KIM BLOOMER	310 Eagle Rock Salado TX 76571	Bell	1061435947 ✓

STATE OF TEXAS (ESTADO DE TEJAS) COUNTY OF (CONDADO DE) Bell. BEFORE ME, the undersigned, on this 6/8/2020 (date) personally appeared (ANTE MI, el/la suscrito(a), en este (fecha) compareció) Share Berrier, (name of person who circulated petition) – (nombre de la persona que hizo circular la petición) who being duly sworn, deposes and says: "I called each signer's attention to the above statements and read them to the signer before the signer affixed their signature to the petition. I witnessed the affixing of each signature. The correct date of signing is shown on the petition. I verified each signer's registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct." (quien, habiendo prestado el juramento correspondiente, declaró y dijo: "Llamé la atención de cada firmante sobre la declaración citada y se la leí antes de que la suscribiera. Atestigué cada firma, y la fecha correcta de las firmas consta en la petición. Verifiqué la situación de cada firmante en lo concerniente a su inscripción y creo que cada firma es la auténtica de la persona cuyo nombre aparece firmado y que son exactos los datos correspondientes a cada firmante.") SWORN TO AND SUBSCRIBED BEFORE ME THIS DATE (JURADO Y SUSCRITO ANTE MI, CON ESTA FECHA)

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Signature of circulator (Firma de la persona que hizo circular la petición)

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Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

X Notary
Title of officer administering oath (Título oficial del/de la funcionario)



PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

Name of Circulator
Shane Berrier
Page 2 of 2

COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)

You are hereby requested to place the creation of the "Bell County Emergency Services District No. 1" on the ballot for the next general election.
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6/6/2020		Kristen Wigley	1207 Baines St. Salado, TX 76571	Bell	NR
6/6/2020		Jeremy Wigley	1207 Baines St. Salado TX. 76571	Bell	NR
6/6/2020		Sara Sharp	2290 FM 2268 Salado, TX 76571	Bell	1079781232 ✓
6/6/2020		Steve Sibbe	535 Creekside Dr. Salado, TX	Bell	1142663809 ✓
6/6/2020		Wesley Friedrich	11021 Blackberry Rd. Unit A Salado, TX 76571	Bell	NR
6/6/2020		Robert Daniell	600 Prairie Dell Church Rd. Salado TX 76571	Bell	1063213460 ✓
6/6/2020		Kathy Daniell	600 Prairie Dell Church Rd. Salado TX 76571	Bell	1063246337 ✓
6/6/2020		MARK DePoy	1553 FM 2268 SALADO, TX 76571	Bell	1061998937 ✓
6/6/2020		Rene DePoy	1553 FM 2268 Salado, TX 76571	Bell	1061972625 ✓
6/6/2020		Michael McKillop	127 Presa Dr. Salado, TX 76571	Bell	1180201001 (S) ?
6/6/2020		Heath Haverland	1044 Ferguson Mill, Salado, TX 76571	Bell	1060996562 ✓
6/6/2020		Bret Friemel	9605 Few Trees Ct Salado, TX 76571	Bell	1061239973 (S) *Still in Salado

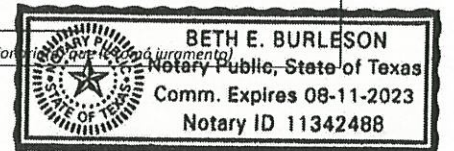
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PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

Name of Circulator
Shane Berrier
Page 9 of 10

COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)

You are hereby requested to place the creation of the "Bell County Emergency Services District No. 1" on the ballot for the next general election.
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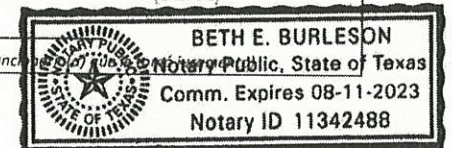
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<u>05/30</u> / 2020		Rich Neagle	11009 La Paloma Loop Salado TX 76571	Bell	1165412940 ✓
<u>05/30</u> / 2020		Teresa Voelter	7450 FM 2484 Salado, TX 76571	Bell	1062903957 ✓
<u>06/1</u> / 2020		Thomas D. Berrier	12415 Salado Springs Circle Salado TX 76571	Bell	1061906306 ✓
<u>6/1</u> / 2020		Danny R. Agee	10244 Brewer Salado TX 76571	Bell	1062232253 ✓
<u>6/2</u> / 2020		Michael T. Novotny	3051 Rolling Meadows Drive Salado, TX 76571	Bell	1077078449 ✓
<u>6/2</u> / 2020		Burt Smith	3113 Saint Luke St Apt A Salado TX 76571	Bell	1074247614 ✓
<u>6/2</u> / 2020		RANDY TAYLOR	1241 CRYSTAL SPRING COURT Salado TX 76571	Bell	1061589934 ✓
<u>6/2</u> / 2020		K.D. Hill	1221 Baines St. Salado TX 76571	Bell	1191504126 ✓
<u>6/2</u> / 2020		Joshua Goodnight	10300 Southshore Dr. Salado TX 76571	Bell	1063283131 (S) * Still in Salado
<u>6/4</u> / 2020		DEVIN ZEPEDA	4201 Big Brooke Dr Salado TX 76571	Bell	1196763109 (S) *
<u>6/4</u> / 2020		Colleen Zepeda	4201 Big Brooke Dr. Salado TX 76571	Bell	1166968155 ✓
<u>6/4</u> / 2020		CYNTHIA L. WATSON	3366 FM 2484 Salado TX 76571	Bell	1060770237 ✓

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PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

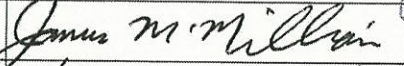
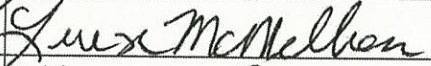
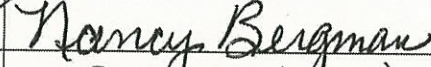
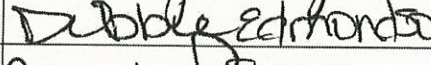
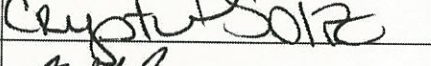
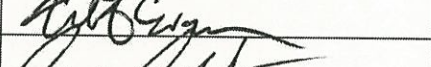
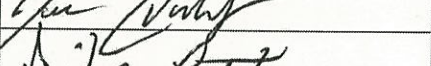
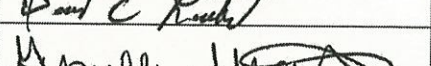
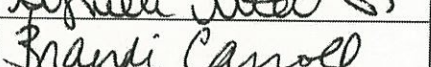

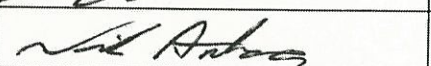
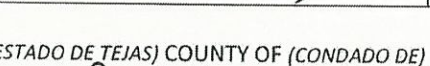
Name of Circulator
Shane Berrier
Page 10 of

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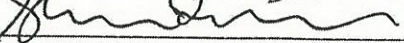
COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)

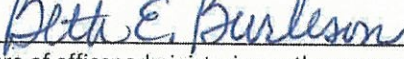
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6/6/2020		JAMES McMILLIAN	100 CHELSEA CIR. SALADO TX 76571	Bell	NR
6/6/2020		Tessa McMillian	100 Chelsea Cir Salado TX 76571	Bell	2151939724 ✓
6/6/2020		Nancy Bergman	795 Hackberry Rd. Salado TX 76571	Bell	1062251567 ✓
6/6/2020		Debbie Edmondson	5891 W. Amity Salado	Bell	NR
6/6/2020		Crystal Soliz	5891 W. Amity Salado	Bell	NR
6/6/2020		Jeff Evans	1311 Mill Creek Dr Salado TX 76571	Bell	1062560087 (S) ✓
6/6/2020		Joseph Califaro	2108 South bend Rd Salado TX 76571	Bell	1060759813 ✓
6/6/2020		DAVID LAMBERT	1561 Long Meadow, SALADO TX 76571	Bell	2149955379 ✓
6/6/2020		Gynelle Heath	574 Rose lane Salado TX 76571	Bell	1063121637 ✓
6/6/2020		Brandi Carroll	2307 Smith Bluff Rd Salado TX 76571	Bell	1060983867 ✓
6/6/2020		Luke Franks	11215 Salado Heights Dr Salado TX 76571	Bell	1210055781 ✓
6/6/2020		Nick Anderson	426 Creekside Dr Salado TX 76571	Bell	2003416562 ✓

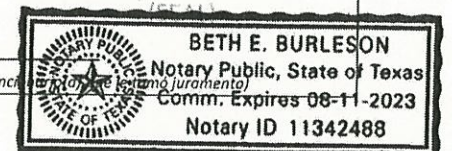
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X 
Signature of circulator (Firma de la persona que hizo circular la petición)

X 
Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

X NOTARY
Title of officer administering oath (Título oficial del/de la funcionario(a) que le tomó juramento)


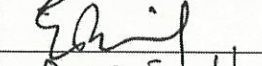
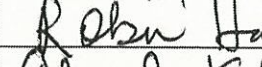
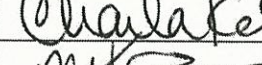



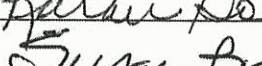
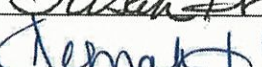
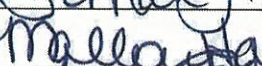

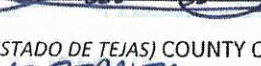


PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

Name of Circulator
Shane Berrier
Page 11 of

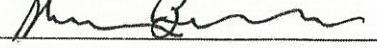
COMPLETE ALL BLANKS (LLENE TODOS LOS ESPACIOS EN BLANCO)

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(Por la presente, se le solicita que coloque la creación del "Distrito de Servicios de Emergencia del Condado de Bell No. 1" en la boleta electoral para la próxima elección general.)

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06/06/2020		Kimberly Bird	1619 Mill Creek Dr. Salado TX 76571	Bell	1061313987 ✓
06/06/2020		Erin Bird	1619 Mill Creek Dr. Salado TX 76571	Bell	1061313956 ✓
___/___/2020		Robin Hale	5543 FM 2484 Salado TX 76571	Bell	1061950540 ✓
___/___/2020		Charla Kelley	2550 Royal St Salado TX 76571	Bell	1060897412 ✓
06/07/2020		McKenzie Teer	9606 Bozon Hill Court Salado TX 76571	Bell	1153030177 ✓
___/___/2020		Whitney Hicks	12334 Blackberry Rd Salado TX 76571	Bell	1213150552 ✓
___/___/2020		Eric Brundage	1316 Salado Oaks Dr Salado TX 76571	Bell	1141274948 ✓
6/17/2020		Karan Holt	1607 Sate Chisholm Ct Salado TX 76571	Bell	2146435888 ✓
___/___/2020		Susan Brundage	1316 Salado Oaks Dr. Salado TX 76571	Bell	NR
6/15/2020		Deborah Sather	2019 Indian Trl Salado TX 76571	Bell	1062399260 ✓
6/6/2020		Mallory Hayward	7689 FM 2813 Salado TX 76571	Bell	2000058863 ✓
6/6/2020		Alice Richardson	9700 Southshore Dr Salado Tx 76571	Bell	2146464230 ✓

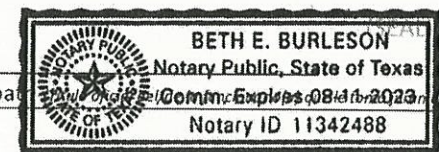
STATE OF TEXAS (ESTADO DE TEXAS) COUNTY OF (CONDADO DE) BELL

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Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

X NOTARY
Title of officer administering oath



PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
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Name of Circulator
Shane Berrier
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6/5/2020	<u>Jeremy Hamilton</u>	Jeremy Hamilton	3248 W Amity Rd Salado, TX 76571	Bell	1163244646 ✓
6/6/2020	<u>Janie Berrier</u>	Janie Berrier	12415 Salado Springs Cir, Salado, TX 76571	Bell	1061906296 ✓
6/6/2020	<u>James M. Lassiter</u>	JAMES M. LASSITER	230 N. MADON #202, SALADO, TX 76571	Bell	2152275497 ✓
6/6/2020	<u>Matthew R. May</u>	Matthew R. May	1513 S. 49th Temple, TX 76504	Bell	_____
___/___/2020			1678 Hackberry Salado	Bell	_____
6/6/2020	<u>Elizabeth Haney</u>	Elizabeth Haney	1181 E Creekview Dr. Salado TX 76571	Bell	1061109736 ✓
6/6/2020	<u>Jim Hodgkin</u>	Jim HODGIN	508 INDIAN TRAIL SALADO, TX 76571	Bell	1062580381 ✓
6/6/2020	<u>Judy Hodgkin</u>	JUDY Hodgkin	508 Indian Trail SALADO, TX 76571	Bell	1060694629 ✓
6/6/2020	<u>Susan Terry</u>	SUSAN Terry	2106 Bluff Circle Salado 76571	Bell	1061863318 ✓
6/6/2020	<u>Ashley Voss-Liebig</u>	Ashley Voss-Liebig	1219 Ambrose Dr Salado, TX 76571	Bell	1175821663 ✓
6/6/2020	<u>Lauren Smith</u>	Lauren Smith	2517 Winners Circle, Salado, TX	Bell	1060882943 ✓
6/6/2020	<u>Troy Smith</u>	TROY SMITH	2517 WINNERS CIRCLE, SALADO TX	Bell	2133530341 ✓

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Signature of circulator (Firma de la persona que hizo circular la petición)

X Beth E. Burleson
Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

X NOTARY
Title of officer administering oath (Título oficial del/de la funcionario(a) que le tomó juramento)



PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
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6/3/2020	<u>Jane E. Crumley</u>	Jane E. Crumley	10024 Southshore Dr Salado TX 76571	Bell	2146564401 ✓
6/3/2020	<u>Kristina L. Cote</u>	KRISTINA L. COTE	1812 Southband Rd Salado TX 76571	Bell	1061269516 ✓
6/3/2020	<u>Barry J. Schwab</u>	BARRY J. Schwab	10103 Southshore Dr Salado TX 76571	Bell	1136056299 ✓
6/3/2020	<u>Wayne A. Vincent</u>	WAYNE A. VINCENT	2208 Southband Rd Salado TX 76571	Bell	119676922 ✓
6/3/2020	<u>Angelo Vincent</u>	Angelo Vincent	2208 Southband Rd Salado TX 76571	Bell	1062793498 ✓
6/3/2020	<u>Fiona Williams</u>	Fiona Williams	10223 Southshore Dr Salado TX 76571	Bell	1217526126 ✓
6/3/2020	<u>Jarrael Williams</u>	Jarrael Williams	10223 Southshore Dr Salado TX 76571	Bell	1217526142 ✓
6/4/2020	<u>Andrew Perrault</u>	Andrew Perrault	10025 Southshore Dr Salado TX 76571	Bell	1212179818 1061074234 ✓
6/4/2020	<u>Kasly Webb</u>	Kasly Webb	10317 Southshore Dr. Salado TX 76571	Bell	1212179818 ✓
6/4/2020	<u>Dallas Webb</u>	Dallas Webb	10317 Southshore Dr. Salado TX 76571	Bell	2144189527 ✓
6/4/2020	<u>Jeremy Gross</u>	Jeremy Gross	10102 Southshore Dr. Salado TX 76571	Bell	1133197563 ✓
6/4/2020	<u>Elizabeth Gross</u>	Elizabeth Gross	10102 Southshore Dr. Salado TX 76571	Bell	NR

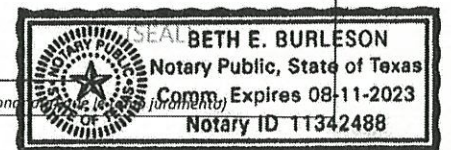
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x NOTARY
Title of officer administering oath (Título oficial del/de la funcionario(a) que le tomó juramento)



PETITION FOR A PLACE ON THE GENERAL ELECTION BALLOT
(PETICIÓN POR UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL)

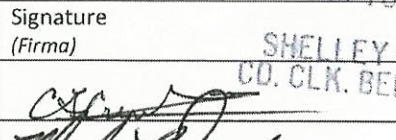
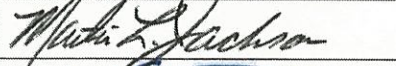

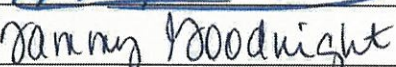
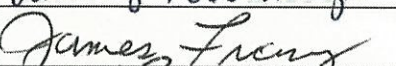

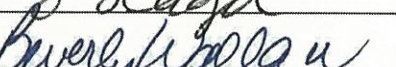

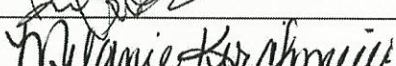
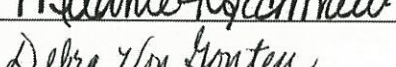
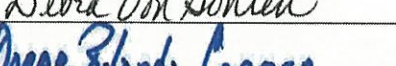

Name of Circulator
Shane Berrier
Page 19 of

(12)

COMPLETE ALL BLANKS (LLENAR TODOS LOS ESPACIOS EN BLANCO)

FILED FOR RECORD

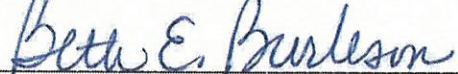
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6/1/2020		CLIFFORD G. CRUMLEY	10024 SOUTHSHORE DR. SALADO TX 76571	Bell	1072704410 ✓
06/01/2020		MARTIN L. JACKSON	256 HAMER DRIVE SALADO, TEXAS 76571	Bell	1058696278 ✓
6/1/2020		KRISTOPHER M. DYESS	830 Salado School Rd Salado TX 76571	Bell	1024487976 ✓
6/1/2020		Tammy Goodnight	3293 W. Amity Rd Salado, TX 76571	Bell	1062151440 ✓
6/1/2020		JAMES FRANZ	5008 TRIBUTE LN BELTON TX 76513	Bell	1158929092 ✓ Salado ISD
—/—/2020		Sue Ellen Slagel	11572 Stinnett Mill Rd Salado, TX 76571	Bell	1063250267 ✓
6/2/2020		Beverly Wallace	7963 Fox Rd Belton, TX 76513	Bell	1062977926 ✓ Salado ISD
6/2/2020		Paul Schoenrock	9019 FM 2843 Salado TX 76571	Bell	1062232118 ✓
6/2/2020		Melanie Kirchmeier	11882 Stinnett Mill, Salado, TX	Bell	1061121546 ✓
6/2/2020		Debra Von Gonten	16057 Smith Dairy Rd, Belton, TX	Bell	1061919849 ✓ Salado ISD
6/2/2020		OSCAR ROLANDO CORREA	910 Lazy Oak Cir, Salado Texas 76571	Bell	1062580277 ✓
6/2/2020		CHRISTOPHER J. BAKER	4401 Solana Ranch Rd. SALADO TX 76571	Bell	1061032667 ✓

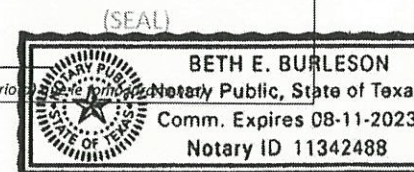
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x 
Signature of circulator (Firma de la persona que hizo circular la petición)

x 
Signature of officer administering oath (Firma del/de la funcionario(a) que le tomó juramento)

x NOTARY
Title of officer administering oath (Título oficial del/de la funcionario)



Legal Q&A

By Bill Longley

TML Legislative Counsel

What is an emergency services district?

An emergency services district (ESD) is a political subdivision established pursuant to Chapter 775 of the Texas Health and Safety Code. An ESD generally supports or provides local emergency services, which can include emergency medical services and fire protection services.

An ESD has the ability to impose both a sales and use tax and a property tax to support or provide emergency services within the district. *See* TEX. HEALTH AND SAFETY CODE §§ 775.074, 775.0751. An ESD's sales and use tax rate can range from anywhere between one-eighth of one percent to two percent. *Id.* § 775.0751(a). An ESD's property tax, meanwhile, may not exceed ten cents per \$100 of valuation. *See* TEX. CONST. art. III, §. 48-e.

Can an ESD be created in a city's territorial limits or extraterritorial jurisdiction without city consent?

No. Before an ESD may be created that contains territory in a city's limits or extraterritorial jurisdiction (ETJ), the proponents of the ESD must submit a written request to the city council to include the territory in the ESD. TEX. HEALTH AND SAFETY CODE § 775.014(a). The territory in question may not be included in the ESD unless the city council gives its written consent on or before the 60th day after the date the request is received. *Id.*

If the city council does not approve the request, a majority of the qualified voters and the owners of 50 percent of the property in the city limits or ETJ that would have been included in the ESD may petition the city council to make the emergency services available. *Id.* § 775.014(b). The petition must be submitted not later than the 90th day after the date the city council received the initial request. *Id.* If the city council refuses or fails to act on the petition within six months after the petition is received, the council's refusal or failure to act constitutes consent for the territory to be included in the district. *Id.* § 775.014(c).

If the city council consents to the creation of the ESD within territory located in the city limits or ETJ, or if consent is inferred due to inaction on the petition, several steps—including an election ordered by the county commissioners court—must still take place in order for the ESD to be created.

Once a city consents to having its territory included in an ESD, can the city later remove the city territory from the ESD?

Likely not. There is no clear authority in Chapter 775 of the Health and Safety Code for a city to remove itself or a portion of its territory from an ESD after it initially consented to the inclusion of its territorial or extraterritorial jurisdiction when the ESD was formed.

When a city annexes, can it remove territory from the jurisdiction of an ESD?

Yes, but only if certain conditions are met. A city that annexes territory that is included in an ESD may remove the territory from the ESD if the city completes all procedures necessary to annex territory in the district and if the city intends to become the sole provider of emergency services to the annexed territory by the use of city personnel or by some method other than by use of the ESD. *Id.* § 775.022(a). The city must send written notice by certified mail to the secretary of the ESD board of directors notifying the ESD of the annexation and intent to provide emergency services. *Id.* Upon receipt of the notice, the ESD board must immediately change its records to show that the territory has been disannexed from the ESD and shall cease to provide further services to the residents in the newly-annexed area. *Id.*

A city that removes annexed territory from an ESD must compensate the ESD immediately after annexation in an amount equal to the annexed territory's pro rata share of the ESD's bonded and other indebtedness. *Id.* § 775.022(b). In addition, at the ESD's request, a city that removes annexed territory from an ESD must purchase from the ESD at fair market value any real or personal property used to provide emergency services in the annexed territory. *Id.* § 775.022(d).

Can an ESD expand its boundaries into the city limits or a city's ETJ without city council approval?

This issue has been the source of some debate amongst ESDs and cities in recent years. Texas Health and Safety Code Section 775.051 contains the legal guidelines for expansion of ESD territory. In short, the statute provides that at least 50 percent of the qualified voters who own taxable real property in a defined area may petition the ESD board of directors to hold an election on the question of including the defined area in the ESD. *Id.* § 775.051. Section 775.051 of the Health and Safety Code makes no specific mention of the ESD's need to receive city council approval when expanding its territory to include an area located in a city's corporate limits or ETJ. That being said, an ESD must get council approval when initially *creating* an ESD within the corporate limits or ETJ of a city (as detailed above), so some cities argue that city council approval should similarly be sought when *expanding* an ESD into city territory.

In 2013, legislation was filed to bring some clarity to the issue. H.B. 1798 would have provided that an ESD must follow essentially the same procedure for receiving city council approval when it expands its jurisdiction as it follows when the ESD is initially created. H.B. 1798 did not pass, so the statute remains silent on the question of city council approval for expansion of the ESD into city territory.

When a city annexes territory also served by an ESD, does the city's sales and use tax apply in the newly annexed area?

The answer to this question depends on the ESD's sales and use tax rate in the area annexed by the city. Section 321.102 of the Texas Tax Code governs the application of the city sales and use tax in the event of a change in a city's boundaries. With some limited exceptions, that section provides that a city sales tax displaces the sales tax of another entity (like an ESD) that previously levied a tax within the annexed territory. TEX. TAX CODE § 321.102(e). In the event of annexation, the ESD's tax in the annexed area is automatically reduced to an amount which,

when added to the municipal sales tax, does not exceed the local cap of two percent. *Id.* In many cases this reduces the ESD's tax to zero, but if the annexing city had a tax rate of less than two percent the ESD is allowed to continue to levy whatever portion of its tax that would not exceed two percent in combination with the city tax.

However, when the sales tax of an ESD is reduced as a result of city annexation, the ESD is kept whole by the comptroller's deduction of a corresponding amount from the sales and use tax of the annexing city. *Id.* § 321.102(f). The deducted amount is then paid to the ESD. *Id.* This is the provision that ESDs rely on to continue to obtain the sales and use tax revenue they were receiving prior to the city annexation. For example, under current law, if both a city and an ESD have a sales tax of two percent, the comptroller would withhold two percent from the city and pay that amount to the ESD. As a result, the city would not be able to keep any sales tax revenue in the newly annexed area. More commonly, a city will collect some sales and use taxes in the newly-annexed area, but not the entire amount that would otherwise be collected if there was not an overlapping ESD serving the area.

What tools are available for cities and ESD's to share sales tax revenue in a newly-annexed area that is also served by the ESD?

The inability of some cities to collect some or all of their sales and use taxes in newly-annexed territory due to the imposition of an ESD sales and use tax brought about legislation in 2013 that helped address how sales and use taxes are divided between cities and ESDs. The legislature passed H.B. 3159, which authorizes a city and ESD to work together and enter into a written agreement on how to allocate the revenue from the sales and use taxes imposed in the annexed area. *See* TEX. HEALTH AND SAFETY CODE § 775.0754. Cities cannot prohibit an ESD from collecting its sales and use taxes in a newly-annexed area, and also cannot require an ESD to enter into an agreement splitting sales and use tax revenue with the city. Nevertheless, since taking effect in 2013, cities and ESDs have used the new law to reach some consensus on how sales and use tax revenue is to be divided in newly-annexed city territory that is also served by an ESD.

RESOLUTION NO. 2020-21-R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS,
FINDING NO OBJECTION TO THE CREATION OF BELL COUNTY
EMERGENCY SERVICES DISTRICT NO. 1**

WHEREAS, the City Council of the City of Belton has received the petition attached as Exhibit "A", and a letter requesting the City's consent to the creation of an emergency services district ("District") proposed to be known as Bell County Emergency Services District No. 1; and

WHEREAS, the City Council has no objection to the creation of the District and hereby provides its written consent.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, that the City has no objection to the creation of the District, proposed to be known as Bell County Emergency Services District No. 1, and to the inclusion of the extraterritorial jurisdiction of the City within the boundaries of the District as more particularly described in the petition attached as Exhibit A. This consent is valid for a period of twelve months from the date of its adoption.

PASSED AND APPROVED THIS THE 14TH DAY OF JULY, 2020

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk



Staff Report – City Council Agenda Item

Agenda Item #5

Consider authorizing the City Manager to enter into an Interlocal Agreement with the CTCOG Counties and the Cities of Temple, Killeen, Copperas Cove and Harker Heights to develop Transit Alternatives.

Originating Department

Administration – Sam A. Listi, City Manager

Summary Information

Hill Country Transit District currently operates an urban and rural transit system serving nine counties and two urban areas with fixed route and demand-response services. Federal and State grants, as well as contributions from local cities including Belton and Bell County, fund these services in our area. Councilmember Dan Kirkley is Belton's representative on the Board, and Bell County Judge David Blackburn is the current Chair.

Long-term trends have suggested an ever-increasing local contribution needed to support the system as currently structured. Killeen and Temple recently had to reduce fixed route services and cut routes to fund their local share. The pending retirement of Executive Director, Carole Warlick, led to a discussion about future transit services, and whether a fresh analysis had merit before selecting a replacement. Initially the Study was led by Temple and Killeen, but the other cities in our Region, and many of the rural counties have joined the effort.

Two firms were interviewed – Alliance Transportation Group and Nancy Edmonson. The consensus selection was Nancy Edmonson, and a fee of \$32,500 was negotiated, with \$20,000 for the urban cities and Bell County (Copperas Cove, Killeen, Temple, Harker Heights, and Belton - \$3,333 each) and \$12,500 for the rural counties. A Scope of Services for the Study was developed by Temple and will include these 5 tasks:

1. Background and Goal Setting, with extensive Stakeholder meetings
2. Peer Review and System Efficiency – Finance and Operations
3. Case Study Review exploring Alternative Approaches to Transit Delivery
4. Alternative Assessment of Transit Delivery
5. Recommendations

The project timeframe is four months.

Fiscal Impact

Amount: \$3,333.00

Budgeted: ☐ Yes ☒ No

The FY '20 budget allocated \$31,912 for HOP Transit Services, which were paid by the City and reimbursed to us by the HOP from the Federal CARES Act. This would be an appropriate funding source.

Recommendation

Recommend authorizing the City Manager to execute Interlocal Agreement.

Attachments

Scope of Services

Bell County Transit Provision Alternatives

Scope of Services

November 25, 2019

Bell County and the Cities of Temple and Killeen are interested in researching options for the most efficient provision of transit service in their jurisdictions. The County and Cities are currently served by Hill Country Transit District, an urban and rural transit district authorized by the Texas Transportation Code. The District serves nine counties and two urban areas with demand-response and fixed-route services. The District is funded predominantly with State and Federal grants, but Bell County, Temple, and Killeen also provide direct funding in support of the services in the urban areas.

Nancy R. Edmonson would execute the following scope of work to assist the Count and City leaders in determining the best way to fund and provide the transit services needed by their communities.

Task 1: Background and Goal Setting

This task would include background research on the history of the transit operations in the region, the current transit provider (the District), and current funding sources. It would include a site visit to the District's headquarters in San Saba and operations facility in Belton to assess the current operations. The budget assumes the site visit would require one day.

This task would also include articulating the goals for transit and transit provision by the three contracting parties (Bell County, Temple, and Killeen) and the objectives by which success would be measured. The goals would be determined through direct meetings with stakeholders chosen by the County and Cities. These stakeholders could include staff and elected officials of the contracting parties. The budget assumes one day of meetings.

Deliverable: Technical Memorandum 1: Transit History, Existing Conditions, and Goals for the Future

Task 2: Peer Review

In order to help the County and Cities determine whether it should adopt a new approach to providing transit in Bell County and its major cities, they need to know if the current urban transit service is being provided efficiently. A peer review will be conducted to provide context to that determination. The goal of the peer review is to help the client understand how the District performs in terms of finance and operations relative to other agencies in the region.

In consultation with the client, six to eight transit agencies similar to the District in size, geography, and service type will be chosen for the review. Where possible, published data from the National Transit Database (NTD) and TxDOT reports for the most recent available year will be used to calculate various comparative performance measures. These measures will include cost-efficiency (e.g., cost per vehicle hour), service effectiveness (e.g., passengers per revenue hour), and cost-effectiveness (e.g., operating cost per passenger, fare recovery ratio) indicators. This task and the conclusions from it will be data-driven.

Deliverable: Technical Memorandum 2: Peer Review

Task 3: Case Studies

Whereas Task 2 will assess how efficiently the District provides service, Task 3 will present a set of three to four case studies to demonstrate different approaches to providing urban transit service in a mixed urban and rural county. Possible models include service operated by counties, service provided by cities, and service procured jointly for multiple cities through inter-local agreements. The transit providers profiled in this task may be drawn from the peers in Task 2, but others may be chosen if they better illustrate different service models, even if they differ in size or demography from Bell County. The focus here will be less data-driven and more qualitative, including a discussion of the pros and cons of the various organizational models and their applicability in Bell County.

Deliverable: Technical Memorandum 3: Case Studies

Task 4: Service Provision Alternatives Assessment

Based on the data gathered in Task 1 through Task 3, three to four service provision alternatives will be chosen for detailed analysis. The alternatives will include the current model (service provided by The District). The alternatives would be assessed based on how well they achieve the goals established in Task 1, as well as factors such total local investment, level of local control, cost-effectiveness, and complexity.

Deliverable: Technical Memorandum 4: Service Provision Alternatives Assessment

Task 5: Recommendations

Based on the results of Task 4, recommendations will be made on the best approach for providing transit in the County and Cities in a draft final report. Depending on the alternative chosen, next steps for its implementation will be outlined. Nancy R. Edmonson will present the

draft recommendations to representatives of the County and Cities and, based on their comments, create the final report.

Deliverable: Final Report

INTERLOCAL AGREEMENT
BETWEEN
THE CITIES OF TEMPLE, BELTON, COPPERAS COVE, HARKER HEIGHTS, AND
KILLEEN AND THE COUNTIES OF BELL, CORYELL, HAMILTON, LAMPASAS, LLANO,
MASON, MILAM, MILLS AND SAN SABA
TO CONDUCT A TRANSIT STUDY AND DEVELOP REGIONAL TRANSPORTATION
ALTERNATIVES

This Interlocal Agreement ("the Agreement"), is entered into this ____ day of _____, 2020, between the City of Temple ("Temple"), the City of Belton ("Belton"), the City of Copperas Cove ("Copperas Cove"), the City of Harker Heights ("Harker Heights"), the City of Killeen ("Killeen"), and the County of Bell ("Bell"), also referred to herein as the 'Urban Area Entities' to conduct a regional transit study and provide an assessment.

The County of Coryell ("Coryell"), the County of Hamilton ("Hamilton"), the County of Lampasas ("Lampasas"), the County of Llano ("Llano"), the County of Mason ("Mason"), the County of Milam ("Milam"), the County of Mill ("Mills"), and the County of San Saba ("San Saba"), referred to herein as the 'Rural Counties' may also elect to participate as outlined herein.

Temple, Belton, Copperas Cove, Harker Heights, Killeen, Bell, Coryell, Hamilton, Lampasas, Llano, Mason, Milam, Mills and San Saba may hereinafter be referred to individually as the "Party" and/or collectively as the "Parties."

WHEREAS, the Parties are local governmental entities and subdivisions of the State of Texas, each with their own governing bodies; and

WHEREAS, the Parties to this Agreement are currently served by the Hill Country Transit District, an urban and rural transit district authorized by the Texas Transportation Code, and desire to enter into an interlocal agreement to provide governmental planning functions, specifically to obtain consulting services to research options for the most efficient provision of transit service in their respective jurisdictions;

WHEREAS, the Parties designate Temple as the lead contracting agency to contract with a consultant to conduct a regional transit study and develop transportation alternatives to aid county and city leaders in regional planning efforts; and

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local governmental entities to enter into interlocal contracts for governmental purposes including planning and other governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the governing bodies of the Parties to this Agreement have considered this Interlocal Agreement, and deem it to be in the best interest of the citizens of each respective Party; and

NOW, THEREFORE, the Parties mutually agree to the terms of this Interlocal Agreement as set forth below.

I. GENERAL PROVISIONS

- A. Purpose. The purpose of this Agreement is to coordinate and fund a transit study in order to develop regional transportation alternatives to assist county and city leaders in

determining the best way to fund and provide transit services in their respective communities. The Parties will obtain the services of a transportation consultant to perform a regional transit study, to evaluate the region's transportation needs and existing transit infrastructure and modalities, and identify alternatives and recommendations for future transportation planning, including funding mechanisms. The selected consultant will evaluate the existing transit system and its background, and articulate the goals for the regions transit services moving forward, provide peer review comparables and case studies, develop a technical memorandum detailing service provision alternative assessments and provide a recommendation on the best approach for regional transit in a final report, with next steps for implementation.

- B. Effective Date; Termination; Amendment. This Agreement will become effective upon execution by the Parties and will remain in full force and effect until canceled by mutual agreement of the Parties as evidenced in writing, or upon thirty (30) days prior written notice of any Party of said Party's intent to terminate. If any Party terminates its participation in this Agreement, this Agreement will remain in full force and effect as to the remaining Parties. This Agreement may be reviewed and revised from time to time as required, upon the mutual agreement of the Parties, and as evidenced in writing.

C. Apportionment of Costs:

1. Estimated Cost. The proposed cost for the services under this Agreement will be a not to exceed amount of \$32,500, which consists of a "base study" totaling \$20,000 and remaining project scope costs of \$12,500.
2. Urban Area Entities. The Urban Area Entities will be defined in this Agreement as Temple, Belton, Copperas Cove, Harker Heights, Killeen and Bell County. The Urban Area Entities will divide the base study costs of \$20,000 evenly between the 6 entities, resulting in an apportionment to each entity of \$3,333.
3. Rural Counties. The Rural Counties will be defined in this Agreement as the counties of Coryell, Hamilton, Lampasas, Llano, Mason, Milam, Mills and San Saba. The Rural Counties will elect to participate in this Agreement by notifying Temple by July 31, 2020 of the county's decision to participate. If Temple has not heard from a Rural County regarding participation on or before July 31, 2020, it will be presumed that that county has elected not to participate. After determining which of the Rural Counties will be participating in this Agreement, the remaining project scope costs of \$12,500 will be apportioned evenly between the participating Rural Counties. If none of the Rural Counties elects to participate, the remaining \$12,500 in project scope costs will be removed from the project and only the base study will be conducted.
4. Payment of Apportioned Costs. Each Party's respective portion of the costs must be paid by each Party as a lump sum up front and must be remitted to Temple within 30 days of execution of this Agreement.
5. Termination or Withdrawal of a Party. Should any Party terminate its participation in this Agreement, that Party's portion of the apportioned costs will be reallocated among the remaining Parties, determined on the classification of the Party as set forth above.
6. Overpayments. Any overpayment for the consultant's services which are not utilized will be apportioned evenly among the participating Parties in the respective allocated category. and reimbursed to each Party.

- D. Additional Services; Costs. Prior written approval of all Parties will be obtained if the cost is to exceed the agreed upon amount for consultant's services. The cost for any additional services will be first be allocated towards either the Urban Area Entities, Rural Counties,

or both and then apportioned evenly among the participating Parties in the respective allocate category. Each Party will submit its portion of the additional costs to Temple within 30 days of written approval of the additional costs.

- E. Current Revenues. Pursuant to Texas Government Code § 791.011(d)(3), each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- F. Designation of lead agency. Temple will serve as the lead contracting agency under this Agreement and will contract with the consultant for the services required hereunder. Temple will also serve as the lead point of contact for this Interlocal Agreement.
- F. Implementation. The city manager, county judge, or respective authorized county commissioner of each Party to this Agreement is authorized and directed to meet and draft any detailed plans to effectively implement this Agreement, or subsequent transportation or transit plans, or to execute any professional services agreements necessary to obtain the consulting services necessary under this Agreement.
- G. Remedy. The sole remedy for failure to provide aid under this Agreement or for breach of this Agreement is termination.

II. MISCELLANEOUS PROVISIONS

- A. Notice. All notice to be provided pursuant to this Agreement shall be made to the following:

City of Temple
Brynn Myers, City Manager
2 North Main Street, Ste. 306
Temple, Texas 76501

City of Belton
Sam Listi, City Manager
333 Water Street
P.O. Box 120
Belton, Texas 76513

City of Copperas Cove
Ryan Haverlah, City Manager
914 S. Main St., Ste. D
Copperas Cove, Texas 76522

City of Harker Heights
David Mitchell, City Manager
305 Miller's Crossing
Harker Heights, Texas 76548

City of Killeen
Kent Cagle, City Manager
101 North College Street
Killeen, Texas 76541

County of Bell
David Blackburn, County Judge
101 E. Central Avenue
P.O. Box 768
Belton, Texas 76513

County of Coryell
Roger Miller, County Judge
Coryell County Main Street Annex
800 East Main Street, Ste. A
Gatesville, Texas 76528

County of Hamilton
W. Mark Tynes, County Judge
102 North Rice, Ste. 124
Hamilton, Texas 76531

County of Lampasas
Randall Hoyer, County Judge
501 East 4th Street, Ste. 103
Lampasas, Texas 76550

County of Llano
Peter Jones, County Commissioner, Precinct 1
801 Ford Street, Room 101
Llano, Texas 78643

County of Mason
Jerry Bearden, County Judge
201 Ft. McKavitt
P.O. Box 1726
Mason, Texas 76856

County of Milam
Steve Young, County Judge
102 South Fannin Avenue
Cameron, Texas 76520

County of Mills
Ed Smith, County Judge
1011 4th Street
P.O. Box 483
Goldthwaite, Texas 76844

County of San Saba
Byron Theodosios, County Judge
500 E. Wallace Street
San Saba, Texas 76877

- B. Compliance. The Parties shall comply with all Federal, State, and city statutes, ordinances, and regulations applicable to the performance of services under this Agreement.
- C. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties hereto, and there are no other agreements, understandings, oral or written, with reference to the subject matter contained herein that are not merged here or superseded by this Agreement.
- D. Amendments. No alteration, change, modification, or amendment to the terms of this Agreement will be valid or effective unless made in writing and signed by all Parties hereto and approved by appropriate action of the governing body of each Party.
- E. No waiver. No waiver of performance by any Party shall be construed as or operate as a waiver for any subsequent default of any terms, conditions, or covenants of this Agreement.
- F. Assignment. No Party shall assign any or all of its rights, privileges, or duties under this Agreement without the prior written approval of the governing bodies of the Parties.
- G. Status of Governmental Entities. The Parties will in no way operate as an agent of the other Party. Each Party shall be responsible for the acts and omissions of its own officers, directors, authorized agents, servants, and employees in connection with this Agreement. Each Party will at all times be legally responsible for its own personnel, officers, agents and/or equipment.
- H. Governmental Immunity. No Party to this Agreement waives any governmental immunity entitled to them by law, whether statutory or at common law, by virtue of entering into this Interlocal Agreement. All Parties expressly retain all such immunities afforded to them.
- I. Governing law and venue. In the event of any action arising under this Agreement, venue will be in Bell County, Texas or in the United States District Court for the Western District of Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- J. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.
- K. Termination; Force Majeure. This Agreement may be terminated for any reason by any Party by providing thirty (30) days advanced written notice to the other Parties. No Party will be responsible for damages, nor expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe, or other event beyond the reasonable control of the Party occur and cause such damage or prevent the performance of any obligation contained within this Agreement.

III. EXECUTION

This Agreement shall be executed by the duly authorized official(s) of each Party as expressed in approving resolution or order of the governing body of such Party. By execution of this Agreement, each Party warrants that its governing body has considered this Agreement and deems it in the

best interest of the citizens of each respective governmental subdivision. This Agreement will first be executed by the 6 participating Urban Area Entities and will be automatically updated to include the Rural Counties as they elect to participate.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

URBAN AREA ENTITIES:

CITY OF TEMPLE, TEXAS

BRYNN MYERS
CITY MANAGER

Date: _____

ATTEST:

JANA LEWELLEN
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

CITY OF COPPERAS COVE, TEXAS

RYAN HAVERLAH
CITY MANAGER

Date: _____

ATTEST:

LISA WILSON
CITY SECRETARY

CITY OF BELTON, TEXAS

SAM LISTI
CITY MANAGER

Date: _____

ATTEST:

AMY CASEY
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

CITY OF HARKER HEIGHTS, TEXAS

DAVID MITCHELL
CITY MANAGER

Date: _____

ATTEST:

JULIETTE HELSHAM
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

CITY OF KILLEEN, TEXAS

KENT CAGLE
CITY MANAGER

Date: _____

ATTEST:

LUCY ALDRICH
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

RURAL COUNTIES:

COUNTY OF CORYELL, TEXAS

ROGER MILLER
COUNTY JUDGE

Date: _____

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

COUNTY OF BELL, TEXAS

DAVID BLACKBURN
COUNTY JUDGE

Date: _____

ATTEST:

APPROVED AS TO FORM:

COUNTY OF HAMILTON, TEXAS

W. MARK TYNES
COUNTY JUDGE

Date: _____

ATTEST:

APPROVED AS TO FORM:

COUNTY OF LAMPASAS, TEXAS

RANDALL HOYER
COUNTY JUDGE

Date: _____

ATTEST:

APPROVED AS TO FORM:

COUNTY OF LLANO, TEXAS

PETER JONES
COUNTY COMMISSIONER,
PRECINCT 1

Date: _____

ATTEST:

APPROVED AS TO FORM:

COUNTY OF MASON, TEXAS

JERRY BEARDEN
COUNTY JUDGE

Date: _____

ATTEST:

APPROVED AS TO FORM:

COUNTY OF MILAM, TEXAS

STEVE YOUNG
COUNTY JUDGE

Date: _____

ATTEST:

APPROVED AS TO FORM:

COUNTY OF MILLS, TEXAS

ED SMITH
COUNTY JUDGE

Date: _____

ATTEST:

APPROVED AS TO FORM:

COUNTY OF SAN SABA, TEXAS

BRYAN THEODOSIS
COUNTY JUDGE

Date: _____

ATTEST:

APPROVED AS TO FORM:



Staff Report – City Council Agenda Item

Agenda Item #6

Hold a public hearing and consider a resolution for demolition of the structure at 603 South Penelope Street, also described as Belton Original, Block 038, part of Lots 2 and 4 (S 35' of E 90' of 2 and N 40' of E 90' of 4), Griffin/Mitchell Contract. The owner on the tax roll is Betty Ligon, c/o Kerry and Robert Griffin.

Originating Department

Planning Department - Cheryl Maxwell, Planning Director
Bruce Ebbert, Building Official

Summary Information

The structure located at 603 South Penelope Street was first posted as a dangerous structure, fire hazard, public nuisance and health hazard by the Building Official on May 29, 2019. The house is in disrepair. Several fires, the most recent which occurred Monday, June 29, 2020, have damaged the residence, and it is inhabitable. All utilities have been disconnected. Due to the extensive damage and neglect, City staff recommends demolition of this house. The owner will be liable for any costs related to demolition. If the owner does not pay for the demolition, City staff will place a lien on the property.

Certified letters stating the current condition of the property and possible action by Housing Board of Adjustments and Appeals (HBA) were mailed on May 27, 2019, September 11, 2019 and March 13, 2020 to Betty Lou Ligon and Kerry Griffin and Robert Mitchell c/o Betty Ligon with addresses in Arkansas (listed on the current tax roll as the owners). All three letters were returned to sender and marked “unable to forward” and “unclaimed” by the Postal Service. A certified letter stating the date and time of this meeting was sent to the owners on June 12, 2020. All notice letters were posted on the property.

Staff made attempts to reach a second address, also located in Arkansas, found during a title search of the property, however the certified letter was returned without a forwarding address.

A legal notice of the violation was printed on March 19, 20 and 21, 2020 in the Temple Daily Telegram. City staff has received no responses.

Recommendation

The Housing Board of Adjustments and Appeals met on June 18, 2020, and with a vote of 4-0, unanimously recommended demolition of the structure at 603 South Penelope

Street. Staff concurs with their recommendation. If the Council takes action to demolish this structure, State law requires a 30 day wait period to allow the property owner the opportunity to appeal this decision to District Court.

Note: Staff is updating the City Code of Ordinances, Chapter 4, Article VII, Minimum Housing Code, to reflect current State law. A workshop on this item is anticipated later this year.

Attachments

Notification Letters

Notice of Violation

Map

Lien documents

Opinion of Probable Cost

HBA minutes excerpt

Updated photos following recent fire

Resolution



City of Belton

Planning Department

May 27, 2019

Betty Ligon
c/o Kerry Lynn Griffin and Robert Allen Mitchell
455 Calvin Road
Amity, Arkansas 71921-9583

Re: 603 South Penelope Street
Structure fire

To Whom It May Concern:

The structure located at 603 South Penelope Street was damaged by a fire. It is currently unsecured and presents a dangerous situation for anyone around the property. Please refer to the attached Notice of Violation. You must secure a remodeling or demolition permit within 30 days of receipt of this notice (see highlighted area on the attached Notice of Violation).

If the structure is left in this condition, it will be declared unsafe and condemned, which may result in demolition of the structure and clean-up of the lot. Should this occur, you will be held responsible for all expenses associated with this process.

Please contact me as soon as possible so we may discuss the permit and next steps.

Sincerely,

Bruce A. Ebbert
Building Official



City of Belton

Planning Department

September 11, 2019

Betty Ligon
c/o Kerry Lynn Griffin and Robert Allen Mitchell
455 Calvin Road
Amity, Arkansas 71921-9583

Re: 603 South Penelope Street
Belton, TX 76513
Structure fire

To Whom It May Concern:

This is the second certified letter from the City of Belton, Texas notifying you of the City's request for a remodel or demolition permit for the structure located at 603 South Penelope Street.

It was damaged by a fire and is currently unsecured. It presents a dangerous situation for anyone around the property. Please refer to the attached Notice of Violation.

If the Planning Department does not receive a permit application for remodeling or demolition within 30 days of receipt of this notice, I am forced to take this matter before the Housing Board of Adjustments (HBA) to discuss possible action the City may take against this property. This could result in the demolition of the structure and clean-up of the lot. Should this occur, you will be held responsible for all expenses associated with this process.

Please contact me as soon as possible so we may discuss the permit and next steps.

Sincerely,

Bruce A. Ebbert
Building Official



City of Belton

Planning Department

March 12, 2020

Betty Ligon
c/o Kerry Lynn Griffin and Robert Allen Mitchell
455 Calvin Road
Amity, Arkansas 71921-9583

Re: 603 South Penelope Street
Belton, TX 76513
Structure fire

To Whom It May Concern:

This is the third certified letter from the City of Belton, Texas notifying you of the City's request for a remodel or demolition permit for the structure located at 603 South Penelope Street.

It was damaged by a fire and is currently unsecured. It presents a dangerous situation for anyone around the property. Please refer to the attached Notice of Violation.

This is the final notice before we move forward to recommend the home for demolition.

If the Planning Department does not receive a permit application for remodeling or demolition within 30 days of receipt of this notice, I am forced to take this matter before the Housing Board of Adjustments (HBA) to discuss possible action the City may take against this property. This could result in the demolition of the structure and clean-up of the lot. Should this occur, you will be held responsible for all expenses associated with this process.

Please contact me as soon as possible so we may discuss the permit and next steps.

Sincerely,

Bruce A. Ebbert
Building Official



City of Belton

Planning Department

June 12, 2020

Betty Ligon
c/o Kerry Lynn Griffin and Robert Allen Mitchell
455 Calvin Road
Amity, Arkansas 71921-9583

Re: 603 South Penelope Street
Belton, TX 76513
Structure fire

To Whom It May Concern:

This your Notice to Attend the Housing Board of Adjustments and Appeals meeting on June 18, 2020 at the Harris Community Center, 401 N. Alexander Street, Belton, TX 76513. A recommendation will be made for demolition or repairs for 603 South Penelope Street, BELTON ORIGINAL, BLOCK 038, LOT PT 2, 4, (S 35' of E 90' of 2 & N 40' of E 90' of 4), GRIFFIN/MITCHELL CONTRACT.

As the owners of the property, you will be held responsible for all expenses associated with this process.

Please see the attached Agenda for the June 18, 2020 meeting and the Note announcing the next steps at the July 14, 2020 City Council meeting.

Sincerely,

Bruce A. Ebbert
Building Official



City of Belton

Planning Department

June 12, 2020

Betty Ligon
PO Box 2973
Hot Springs, AR 71914

Re: 603 South Penelope Street
Belton, TX 76513
Structure fire

To Whom It May Concern:

This your Notice to Attend the Housing Board of Adjustments and Appeals meeting on June 18, 2020 at the Harris Community Center, 401 N. Alexander Street, Belton, TX 76513. A recommendation will be made for demolition or repairs for 603 South Penelope Street, BELTON ORIGINAL, BLOCK 038, LOT PT 2, 4, (S 35' of E 90' of 2 & N 40' of E 90' of 4), GRIFFIN/MITCHELL CONTRACT.

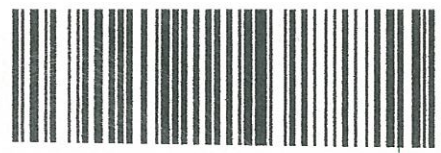
As the owners of the property, you will be held responsible for all expenses associated with this process.

Please see the attached Agenda for the June 18, 2020 meeting and the Note announcing the next steps at the July 14, 2020 City Council meeting.

Sincerely,

Bruce A. Ebbert
Building Official

of Belton
Office Box 120
Texas 76513



(S)
(9)
(7)

7012 3050 0000 9967 1006

NEOPOST FIRST-CLASS MAIL
03/20/2020
US POSTAGE \$006.90⁰⁰



ZIP 76513
041M11294219

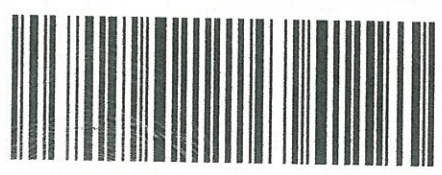
Betty Lou Ligon
PO Box 2973
Hot Springs, AR 71914

NL
3-24
3-30
3-24

5/1

NIXIE 722 DE 1 0004/28/20
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 76513012020 *0610-03750-20-43

of Belto
Office Box 120
Texas 76513



7017 2680 0000 1968 8001

Betty Ligon
c/o Kerry Lynn Griffin & Robert Allen
Mitchell
455 Calvin Road
Amity, AR 71921-9583

AUSTIN
TX 787
25 MAR 20
PM 31

NEOPOST FIRST-CLASS MAIL
03/16/2020
US POSTAGE \$006.90⁰⁰



ZIP 76513
041M11294219

14



9326020057018081

UTE
76513-0120

NIXIE 722 FE 1 0003/22/20
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 76513012020 *2610-00217-16-40

of Belton
Office Box 120
Texas 76513



7012 3050 0000 9967 0832

NEOPOST FIRST-CLASS MAIL
05/28/2019
US POSTAGE \$006.80⁰⁰



ZIP 76513
041M11294219

Betty Ligon
c/o Kerry Griffin & Robert Mitchell
455 CALVIN ROAD
AMITY, AR 71921-9583

JUN 12 2019

602 Calvin Road St.

9326010086624473

UTE
76513-0120

722 NEE 1 718F0206/04/19
RETURN TO SENDER
LIGON, BETTY
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
MANUAL PROC. REQ. BC: 76513-0120-08-41

City of Belton

Notice of Violation

				Case No.	
Address					
Lot				Block	
Addition	I				
Owner		Address			
City			State		Zip
Executor					
Address					
City			State		Zip
Mortgage Company					
Address					
City			State		Zip

The City of Belton conducted an onsite inspection of the above structure and premises on the date shown below. This inspection revealed substantial violations of the City of Belton's Code of Ordinances. The official tax rolls of Bell County reflect that you are the owner (or in control) of this property. Our inspection of this property found the deficiencies marked below and on the back of this form.

Deficiencies Observed: Belton code of Ordinances, Section 4-308

- ☐ Walls or vertical members list or lean greater than 1/8" per Vertical Foot.
- Structural Damage:

☐ Fire☐ Explosion☐ Wind☐ Vandalism☐ Other _____
- ☐ Inadequate egress facilities.
- ☐ Part so attached that it may fall or injure persons or property.
- ☐ Structure unsafe or unsanitary.
- ☐ Structure dangerous to public health, morals, safety or general welfare of the public.
- ☐ Structure poses a clear and present danger to surrounding properties by serving as an attractive nuisance, a harbor for vermin and/or a fire hazard.

Restoration needed:

- ☐ Major repairs☐ Minor Repairs☐ Remove all trash and debris from property

Inspector's recommendations:

- ☐ Potential for rehabilitation☐ Demolition of structure

Compliance:

1.

You must secure a remodeling or demolition permit within thirty (30) days of receipt of this notice.
2.

Remodeling or demolition must commence within thirty (30) days of receipt of this notice.
3.

Remodeling or demolition must be completed within ninety (90) days of receipt of this notice.

If repairs, reconstruction, alterations, removal or demolition are not voluntarily completed within the stated times set forth above, we will schedule this structure for presentation to the Housing Board of Adjustments and Appeals for their review and decision. The Housing Board of Adjustments and Appeals will then recommend to the City Council that they order City personnel to involuntarily abate the violation(s).

Effective this date, The City of Belton prohibits you from permitting any type of occupancy of this building.

If you should need any additional information or assistance concerning this matter, please feel free to contact me between 8:00 A.M. and 5:00 P.M., Monday through Friday at (254) 933-5814.

Inspector: _____ Date of Inspection: _____

☐ OCCUPIED[illegible]

City Parcels: 9216

Address: 603 S PENELOPE ST

Zoning: RD - Redevelopment District

Property Owner:

[View Bell CAD Details](#)

Zoning History:

Trash Day: Tuesday

Legal Description: BELTON ORIGINAL,
BLOCK 038, LOT PT 2, 4, (S 35' OF E 90' OF 2
& N 40' OF E 90' OF 4), GRIFFIN/MITCHELL
CONTRACT

[GET DIRECTIONS](#)

[STREET VIEW](#)

[Zoom to](#)

TITLE LETTER

GF NO: RS200009

DATE: March 18, 2020

TO: City of Belton
333 Water Street
Belton, TX 76513

We have examined the records in the offices of the County Clerk of Bell County, Texas, as to the following described property, to-wit:

Being part of Lots Two (2) and Four (4), Original Town of Belton as further described in Executrix's Deed recorded under Instrument #2013-00004803, Official Public Records of Real Property of Bell County, Texas.

from February 5, 2013 down to March 9, 2020, and find the following liens, Federal Tax Liens and Judgments, of record, as follows:

Involuntary lien dated 10/31/2017, filed and recorded 11/2/2017 under Instrument #2017-00046257 Official Public Records of Real Property of Bell County, Texas, City of Belton vs. Betty Ligon, in the amount of \$150.00.

The latest Deed of record dated October 26, 2011, recorded in Instrument #2013-00004803, Official Public Records of Real Property of Bell County, Texas, shows grantee to be: Betty Ligon

This search does not cover any additional matters, other than the item(s) listed above and the liability of the company is limited to \$125.00, the charge for this Title Letter, and this Title Letter is expressly NOT a representation or warranty that title to real property searched is, in fact, vested in Betty Ligon

Centraland Title Company
2005 Bird Creek Drive, Suite 100
Temple, TX 76502
Phone: (254) 771-1346
Fax No. (254) 774-7899

By:



Escrow Officer

EXECUTRIX'S DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT **KIMBERLY SHARPE**, as Executrix of the Estate of **SNODIE BENNETT**, Deceased, GRANTOR, having been duly appointed as such Executrix by the Probate Court of Garland County, Arkansas, and pursuant to such power in said GRANTOR by an Order of the Garland County Probate Court in case number PR-2005-401-IV, for and in consideration **BETTY LIGON**, GRANTEE, the receipt of which is hereby acknowledged, and subject to the Order of the Garland County Circuit Court, Case No. PR-2005-401-IV and a certain Family Settlement Agreement filed therein, do hereby grant, bargain, sell and convey unto the said GRANTEE and unto her heirs and assigns forever, all of its right, title, interest, equity and estate of the said Snodie Bennett, Deceased, discharged from liability of all debts, in and to the following lands situated in the City of Belton, Bell County, Texas:

All that certain lot, tract or parcel of land situated within the City of Belton, and being part of Lots Nos. Two (2) and Four (4) in Block No. Thirty eight (38) of the original survey of the said City of Belton, and

BEGINNING at a point in the East line of said Lot No. Two (2) and S. 19 deg. W 115 feet from its Northeast corner, for the Northeast corner of this tract;

THENCE S. 19 deg. W with the West line of South Penelope Street, at 35 feet pass the Southeast corner of the said Lot No. Two (2) and the Northeast corner of the said Lot No. Four (4), and continued in all 75 feet for the Southeast corner in the East line of the said Lot No. Four (4);

THENCE N. 71 deg. W 90 feet to a stake for Southwest corner;

THENCE N. 19 deg. E at 40 feet cross the North line of the said Lot No. Four (4) and the South line of said Lot No. Two (2), and in all 75 feet to a stake for Northwest corner;

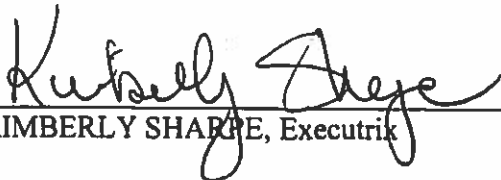
THENCE S. 71 deg E 90 feet to the place of beginning.

BEING the same property conveyed by E.L. Obenhaus and wife, Neoma Obenhaus, to Billy Tom Whitson and wife, Hilda Whitson, by Deed dated Nov. 23, 1956, recorded in Vol. 757, Page 347, Deed Records of Bell County, Texas.

(That further being the same property as described in a General Warranty Deed filed at Vol 5342, page 853 of the County Clerk of Bell County, Texas records and subject to any and all easements, restrictions or reservations of record.)

To have and to hold the same unto the said Grantee, and unto her heirs and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 26th day of October, 2011.


KIMBERLY SHARPE, Executrix

ACKNOWLEDGEMENT

STATE OF Arkansas
COUNTY OF Saline

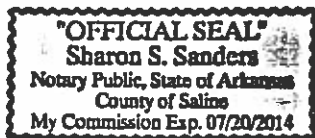
On this day personally appeared before me KIMBERLY SHARPE, Executrix of the Estate of SNODIE BENNETT, GRANTOR, in the foregoing instrument, who subscribed her name to the within instrument and acknowledged that she had executed the same for the purposes therein contained.

WITNESS my hand and official seal this 26th day of October, 2011.


NOTARY PUBLIC

My commission expires:

7-20-2014



I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

EXEMPT - FAMILY TRANSFER

Grantee or Grantee's Agent

Address _____

Dan Turner
ARNOLD, BATSON, TURNER & TURNER, P.A.
501 Crittenden Street
Arkadelphia, AR 71923
870/246-9844

Executrix's Deed
Page 3 of 3



70 2013 00004803

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2013-00004803

Recorded On: February 05, 2013

As
Recordings

Parties: SHARPE KIMBERLY XTRIX

To LIGON BETTY

Billable Pages: 3

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

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

Recordings	19.00
Total Recording:	19.00

***** 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: 2013-00004803

Receipt Number: 160682

Recorded Date/Time: February 05, 2013 12:40:31P

User / Station: G Gomez - Cash Station 1

Record and Return To:

BETTY LOU LIGON

PO BOX 2973

HOT SPRINGS AR 71914



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 §

Doc# 00046257

PRIVILEGED LIEN

I, Marion Grayson, Mayor of the City of Belton, Bell County, Texas, a home-rule city incorporated under the laws of the State of Texas, do hereby state under oath the following facts in order to affix a privileged lien against the following described properties, pursuant to State Statutes and the ordinances of said City:

I. The property is described as follows:

603 S Penelope St, Belton Original, Block 038, Lot PT 2,4, (S35' of E 90' of 2 & N 40' of E 90' of 4), Griffin/Mitchell Contract, Belton, TX 76513

II. The owner of the property according to the appraisal district records is:

Ligon, Betty C/O Griffin, Kerry Lynn, & Robert Allen Mitchell, 455 Calvin Rd, Amity, AR 71921-9583

III. The work performed by the City on said property was performed on or about:

April 2017

IV. The work performed by the City on said property was as follows:

Mowing, Trash Removal

V. The total cost of performing the work on the property was:

\$150.00 (see attachment for detail of charges)

VI. In addition to the cost of performing the work on the property, this lien shall bear interest at the rate of ten percent (10%) per annum from the date of filing.

VII. This lien is filed in accordance with all applicable statutes, ordinances and constitutional provisions pertaining thereto.

Signed this 31st day of OCTOBER, 2017.


Marion Grayson, Mayor, City of Belton

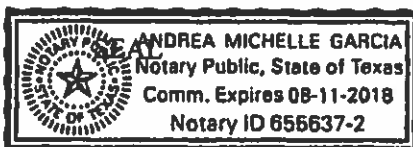
ATTEST:



Amy M Casey, City Clerk

STATE OF TEXAS §
COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared Marion Grayson, Mayor of the City of Belton, Texas, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 31st day of October, 2017.




Notary Public in and for the State of Texas



Please make payment to:

City of Belton

Accounts Receivable Department
100 S. Davis St.
PO Box 120
Belton, TX 76513-0120
254-933-5806
www.beltontexas.gov

ACCOUNT NUMBER	BILL DATE	DUE DATE
01-1182	5/01/2017	5/15/2017

INVOICE

C/O K. GRIFFIN & R. MITCHELL
BETTY LIGON
455 CALVIN RD
AMITY AR 71921-9583

INVOICE NUMBER	AMOUNT DUE	AMOUNT ENCLOSED
201705013669	\$150.00	

----- Important: Return this portion -----

----- Retain this portion for your records -----

City of Belton

Accounts Receivable Department
100 S. Davis St.
PO Box 120
Belton, TX 76513-0120
254-933-5806
www.beltontexas.gov

INVOICE NUMBER

201705013669

ACCOUNT NUMBER	BILL DATE	DUE DATE
01-1182	5/01/2017	5/15/2017

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
Mow/Trash 603 S Penelope	N/A		N/A	150.00
Mow and Clean-up Trash at 603 S Penelope St, Belton, TX 76513 on 04/19/17. Property ID # 9216.				
TOTAL DUE				\$150.00



70 2017 00046257

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2017-00046257

As

Recordings

Recorded On: November 02, 2017

Parties: LIGON BETTY

To CITY OF BELTON TEXAS

Billable Pages: 2

Number of Pages: 3

Comment:

(Parties listed above are for Clerks reference only)

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

Recordings	15.00
Total Recording:	15.00

***** 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: 2017-00046257

Receipt Number: 318004

Recorded Date/Time: November 02, 2017 09:36:37A

User / Station: J Bench - Cash Station 3

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

TITLE LETTER

GF NO: RS200009

DATE: March 18, 2020

TO: City of Belton
333 Water Street
Belton, TX 76513

We have examined the records in the offices of the County Clerk of Bell County, Texas, as to the following described property, to-wit:

Being part of Lots Two (2) and Four (4), Original Town of Belton as further described in Executrix's Deed recorded under Instrument #2013-00004803, Official Public Records of Real Property of Bell County, Texas.

from February 5, 2013 down to March 9, 2020, and find the following liens, Federal Tax Liens and Judgments, of record, as follows:

Involuntary lien dated 10/31/2017, filed and recorded 11/2/2017 under Instrument #2017-00046257 Official Public Records of Real Property of Bell County, Texas, City of Belton vs. Betty Ligon, in the amount of \$150.00.

The latest Deed of record dated October 26, 2011, recorded in Instrument #2013-00004803, Official Public Records of Real Property of Bell County, Texas, shows grantee to be: Betty Ligon

This search does not cover any additional matters, other than the item(s) listed above and the liability of the company is limited to \$125.00, the charge for this Title Letter, and this Title Letter is expressly NOT a representation or warranty that title to real property searched is, in fact, vested in Betty Ligon

Centraland Title Company
2005 Bird Creek Drive, Suite 100
Temple, TX 76502
Phone: (254) 771-1346
Fax No. (254) 774-7899

By:



Escrow Officer

OPINION OF PROBABLE COST (OPC)

Cost estimate to bring the structure(s) located at 603 S Penelope in the City of Belton into compliance with the City of Belton Code of Ordinances. This structure is approximately 858 square feet.

Estimate Given To:

Carl Macek
Building Inspector
City of Belton

Estimate Given By:

On Target
(254) 939-3300

254-933-5812

Date: Thursday, May 28,

The cost estimate to bring the interior and exterior of the structure(s) up to code includes, but is not limited to, the items checked below:

*	Item	Ordinance
<input checked="" type="checkbox"/>	Roof Repairs or Replacement	4-316
<input type="checkbox"/>	Window Repairs or Replacement	4-316
<input type="checkbox"/>	Window Screens	4-316
<input type="checkbox"/>	Pest Control Needed For The Safety Of The Contractor	4-316
<input checked="" type="checkbox"/>	Exterior Stairs, Decks, Porches Including Guards and Handrails	4-316
<input type="checkbox"/>	Protective Treatment To Protect The Exterior Surfaces From The Elements	4-316
<input type="checkbox"/>	Repair or Replace Unsafe Exterior Structure Conditions	4-316
<input checked="" type="checkbox"/>	Correcting Defective Interior Surface Conditions	4-316
<input checked="" type="checkbox"/>	Repairing or Replacing Unsafe Structural Members	4-316

*place (☒) here if repair is needed in this area.

1. Cost estimate for interior and exterior repairs.
2. Cost estimate to bring the electrical system up to code.
3. Cost estimate to bring the plumbing system up to code.
4. Cost estimate to add heat or to bring the heating system up to code.
5. Cost estimate to bring the roofing up to code.

Due to the extensive damage from the fire both structural and physical, it is more cost effective to demo and rebuild the it would be to remodel and bring the residence up to code.

The price would reflect to rebuild home.

Please include any notes or additional information regarding repairs as a separate attachment.

Total **opc** To Bring The Structure(a) Up To Code.

\$ 72,930.00

May 28, 2020 | 29 Photos

Photo Report

OPC 603 S Penelope St





Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:24 p.m.
Creator: Rey Ramirez



Front of the Residence

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:16 p.m.
Creator: Rey Ramirez



Right Elevation

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:16 p.m.
Creator: Rey Ramirez



Left Elevation

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:16 p.m.
Creator: Rey Ramirez



Rear Elevation

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:17 p.m.
Creator: Rey Ramirez



Underneath the residence

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:17 p.m.
Creator: Rey Ramirez



Living room has excessive damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:20 p.m.
Creator: Rey Ramirez



Fire Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:20 p.m.
Creator: Rey Ramirez



Smoke & Fire Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:21 p.m.
Creator: Rey Ramirez



Smoke & Water Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:21 p.m.
Creator: Rey Ramirez



Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:21 p.m.
Creator: Rey Ramirez



Water & Smoke Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:21 p.m.
Creator: Rey Ramirez



Exposed Electrical Wires

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:21 p.m.
Creator: Rey Ramirez



Smoke & Water Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:21 p.m.
Creator: Rey Ramirez

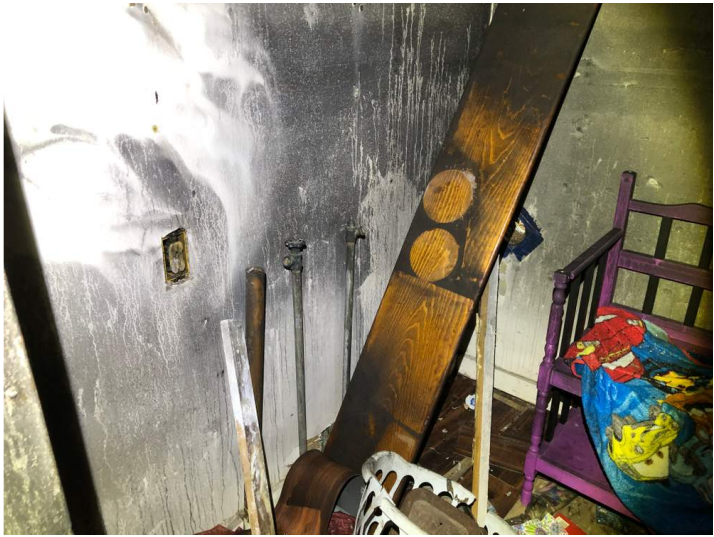


Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:21 p.m.
Creator: Rey Ramirez



Water Heater missing

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:21 p.m.
Creator: Rey Ramirez



Washer & Dryer Location

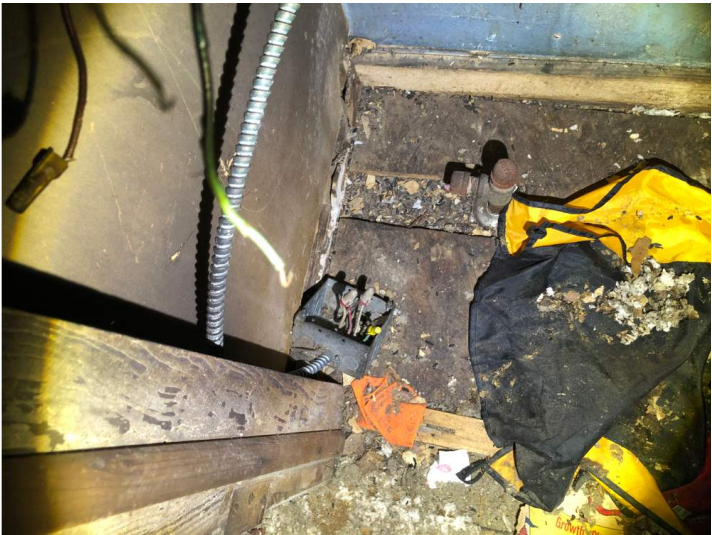
Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:22 p.m.
Creator: Rey Ramirez



Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:22 p.m.
Creator: Rey Ramirez



Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:22 p.m.
Creator: Rey Ramirez



Exposed Electrical and Damage to sub-floor

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:22 p.m.
Creator: Rey Ramirez



Smoke & Fire Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:22 p.m.
Creator: Rey Ramirez



Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:22 p.m.
Creator: Rey Ramirez



Smoke & Fire Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:23 p.m.
Creator: Rey Ramirez



Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:23 p.m.
Creator: Rey Ramirez



Smoke & Heat Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:23 p.m.
Creator: Rey Ramirez



Fire Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:23 p.m.
Creator: Rey Ramirez



Fire Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:23 p.m.
Creator: Rey Ramirez



Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:23 p.m.
Creator: Rey Ramirez



Fire Damage

Project: OPC 603 S Penelope St
Date: May 26th, 2020, 5:24 p.m.
Creator: Rey Ramirez

**Minutes of the
Housing Board of Adjustments and Appeals
City of Belton
333 Water Street
Thursday June 18, 2020**

The Housing Board of Adjustments and Appeals met at 5:30 P.M. at the Harris Community Center, 401 North Alexander Street. The following members were present: Samantha Crumbaugh, Johner Martin, James Neeley and Timothy Watson. Board member John Corsi was absent. The following staff members were present: Building Official Bruce Ebbert, Director of Planning Cheryl Maxwell, Building Inspector Carl Macek, Planner Tina Moore, Planning Clerk Laura Livingston and Director of IT Chris Brown.

- 5. Hold a public hearing and recommend action regarding the structure at 603 South Penelope Street, Belton, TX 76513, also described as Belton Original, Block 038, part of Lots 2 & 4 (S 35' of E 90' of 2 & N 40' of E 90' of 4), Griffin/Mitchell Contract. The owner on the tax roll is Betty Ligon, c/o Kerry and Robert Griffin.**

Mr. Ebbert presented the staff report.

Chair Crumbaugh opened the public hearing. With no members of the public present, Chair Crumbaugh closed the public hearing.

Chair Crumbaugh asked if there was a recommendation on this case. Mr. Neeley said he thought it was pretty self-explanatory looking at the pictures. Mr. Neeley said in the past, they consider the recommendation by the Building Official and generally concur; the Housing Board recommendation is then taken to the City Council.

Mr. Neeley made a motion recommending demolition and clean-up of the property. Mr. Martin seconded the motion and it was approved unanimously, 4-0. The recommendation will move to the July 14, 2020, City Council meeting.

With no further business, Chair Crumbaugh adjourned the meeting at 5:39 p.m.

Chair, Housing Board of Adjustments

Updated pictures taken July 8, 2020





RESOLUTION NO. 2020-22-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, ORDERING DEMOLITION BY THE PROPERTY OWNER OF A DILAPIDATED STRUCTURE LOCATED AT 603 S. PENELOPE STREET WITHIN 30 DAYS OF THE DATE OF THIS RESOLUTION, AND A LIEN FOR THE COSTS OF DEMOLITION BE PLACED AGAINST THE PROPERTY SHOULD THE CITY DEMOLISH THE STRUCTURE ON BEHALF OF THE PROPERTY OWNER.

WHEREAS, on June 18, 2020, the City of Belton Housing Board of Adjustments and Appeals held a hearing on a dilapidated structure located at 603 S. Penelope Street, Belton, Texas, described as Belton Original, Block 038, Lot Pt 2, 4, (S 35' of E 90' of 2 & N 40' of E 90' of 4), Griffin/Mitchell Contract.

WHEREAS, the decision of the Housing Board of Adjustments and Appeals at that time was that the structure be demolished and a lien for the costs of the demolition be placed against the property; and

WHEREAS, the City Council has reviewed the findings of the Housing Board of Adjustments and Appeals and finds that the decision of the Housing Board of Adjustments and Appeals is supported by substantial evidence, including the violations noted in Exhibit "A" and the following:

The City of Belton Code of Ordinances identifies seven conditions that constitute an uninhabitable and dangerous building. These conditions apply to this structure and are listed below:

1. Walls or other vertical structural members list, lean or buckle in excess of 1/8" horizontal measurement for each one foot of vertical measurement.
2. Exclusive of foundation, the structure shows 33% or more damage or deterioration of supporting members.
3. The structure is damaged by fire, wind, vandalism or elements of nature so as to have become dangerous to life, safety, morals, or the general health and welfare of the occupants or the people of the City.
4. The building has inadequate facilities for egress in case of fire or panic.
5. Parts of the structure are so attached that they may fall and injure members of the public or property.
6. The condition of the structure is unsafe, unsanitary and dangerous to the health, morals, safety or general welfare of the people of the City.
7. The building violates provisions of the City's housing code, plumbing code, fire code, electrical code, the statutes of the states as revised, or fail to comply with any portion of the building code.

The building was in an extremely dilapidated state at the time of condemnation, and it is the opinion of the Building Official that this structure meets all the conditions cited above.

The following is a list of known defects, which must be addressed to meet minimum housing codes, Sections 4-312 through 4-318:

1. Structure is at least 50% damaged or deteriorated on a structural and value basis;

2. Fire damaged structural members must be removed and replaced;
3. Plumbing, electrical, and mechanical systems are damaged to the extent they must be replaced; and
4. Damaged interior and exterior wall coverings and siding must be replaced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS that the decision of the Housing Board of Adjustments and Appeals shall stand approved and that the structure located at 603 S. Penelope Street, Belton, Texas, described as Belton Original, Block 038, Lot Pt 2, 4, (S 35' of E 90' of 2 & N 40' of E 90' of 4), Griffin/Mitchell Contract, shall be demolished by the Property Owner within 30 days. If the structure has not been demolished at the end of the 30 day period, it shall be demolished by the City or its agents; and

BE IT FURTHER RESOLVED that the appropriate lien to recover the costs of demolition be assessed against the property if demolished by the City. The only appeal to this Order is to District Court within 30 days from today's date.

PASSED AND APPROVED this the 14th day of July, 2020, by the City Council of Belton, Texas.

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

City of Belton

Notice of Violation

				Case No.				
Address								
Lot				Block				
Addition	I							
Owner				Address				
City			State			Zip		
Executor								
Address								
City				State			Zip	
Mortgage Company								
Address								
City				State			Zip	

The City of Belton conducted an onsite inspection of the above structure and premises on the date shown below. This inspection revealed substantial violations of the City of Belton's Code of Ordinances. The official tax rolls of Bell County reflect that you are the owner (or in control) of this property. Our inspection of this property found the deficiencies marked below and on the back of this form.

Deficiencies Observed: Belton code of Ordinances, Section 4-308

- ☐ Walls or vertical members list or lean greater than 1/8" per Vertical Foot.
- ☐ Structural Damage:

☐ Fire

☐ Explosion

☐ Wind

☐ Vandalism

☐ Other _____
- ☐ Inadequate egress facilities.
- ☐ Part so attached that it may fall or injure persons or property.
- ☐ Structure unsafe or unsanitary.
- ☐ Structure dangerous to public health, morals, safety or general welfare of the public.
- ☐ Structure poses a clear and present danger to surrounding properties by serving as an attractive nuisance, a harbor for vermin and/or a fire hazard.

Restoration needed:

- ☐ Major repairs
- ☐ Minor Repairs
- ☐ Remove all trash and debris from property

Inspector's recommendations:

- ☐ Potential for rehabilitation
- ☐ Demolition of structure

Compliance:

1. You must secure a remodeling or demolition permit within thirty (30) days of receipt of this notice.
2. Remodeling or demolition must commence within thirty (30) days of receipt of this notice.
3. Remodeling or demolition must be completed within ninety (90) days of receipt of this notice.

If repairs, reconstruction, alterations, removal or demolition are not voluntarily completed within the stated times set forth above, we will schedule this structure for presentation to the Housing Board of Adjustments and Appeals for their review and decision. The Housing Board of Adjustments and Appeals will then recommend to the City Council that they order City personnel to involuntarily abate the violation(s).

Effective this date, The City of Belton prohibits you from permitting any type of occupancy of this building.

If you should need any additional information or assistance concerning this matter, please feel free to contact me between 8:00 A.M. and 5:00 P.M., Monday through Friday at (254) 933-5814.

Inspector:_____ Date of Inspection:_____

☐ OCCUPIED[illegible]



Staff Report – City Council Agenda Item

Agenda Item #7

Hold a public hearing and discuss proposed Charter amendments.

Originating Department

Administration – Amy M Casey, City Clerk
Sam A. Listi, City Manager

Summary Information

At the Strategic Plan Update Session on April 14, 2020, one of the targeted initiatives that emerged was review of the 2005 City of Belton Charter. In May, the Council appointed a 10-member Charter Review Committee. The Committee includes: Dave Covington (Chair), Alton McCallum (Vice Chair), Brett Baggerly, Brandon Bozon, Daniel Bucher, Jane Dominguez, Dan Kirkley, David K. Leigh, Craig Pearson and Jeannie Pittman. The committee met weekly from May 28th until July 6th and considered many potential Charter amendments. After much discussion, the Committee narrowed the amendments to the following propositions.

Proposition A: 3 Year Terms
Proposition B: Appointment of Mayor by City Council
Proposition C: Filling Vacancy by Appointment
Proposition D: Flexibility in General Election Date
Proposition E: Flexibility in Polling Locations

A report on the ballot language and corresponding Charter language amendments is included as an attachment.

Chair Dave Covington will present the proposed Charter amendments/propositions at the meeting.

Fiscal Impact

Amount: unknown at this time

Budgeted: ☒ Yes ☐ No

The FY 2021 budget includes \$1,500 for a Charter amendment election.

Recommendation

Hold the public hearing. No other action is required of Council at this time.

A second public hearing and Council action on recommended amendments is scheduled at the July 28, 2020 meeting. Council action to call a Charter election for November 3, 2020, is scheduled for August 11, 2020.

Attachments

Report on Proposed Amendments
Presentation

CITY OF BELTON PROPOSED CHARTER AMENDMENTS
Recommendations to City Council
July 14, 2020

PROPOSITION A: City Council Three-Year Term of Office

Shall Section 3.01 of the City Charter be amended to provide for three-year terms of office for the Mayor and City Council, and to conform Sections 3.03, 5.09, and 5.10 to be consistent with state law for three-year terms by providing for election by majority vote, providing for runoff elections if no candidate is elected by majority vote, and providing for special elections to fill vacancies on council?

☐ Yes ☐ No

Revisions to Charter language should Proposition A pass:

Section 3.01. - Governing Body.

- (a)** The governing body of the City shall consist of a City Council composed of a Mayor and six Councilmembers elected by plurality **majority** vote from the City at large. ~~The Mayor and each other member of the Council elected at a regular election shall be elected for a term of two years, and if elected at a special election they shall be elected to serve the remainder of the unexpired term of the office.~~ **The mayor shall be elected for a term of three (3) years to occupy a place on the council designated as mayor. The councilmembers shall be elected for a term of three (3) years to occupy a place on the council, such places being numbered and designated 1, 2, 3, 4, 5 and 6.** All members of the Council shall serve until their successors are elected and take office.
- (b)** **The Councilmembers who are elected at the 2020 general election shall hold Places 5 and 6. The Councilmembers whose terms end in 2021 shall hold Places 1, 2, 3, and 4. On or before December 15, 2020, the Councilmembers shall draw lots to determine which Place Numbers they hold.**
- (c)** **Beginning with the 2021 general election, the council shall transition to three-year terms as provided in this subsection. The candidates elected to the Mayor and Councilmember positions in the 2020 general election shall serve two-year terms. For the 2021 general election, Places 1 and 2 shall be elected to two-year terms, and Places 3 and 4 shall be elected to three-year terms. For the 2022 general election, the Mayor and Places 5 and 6 shall be elected to three-year terms. For the 2023 general election, Places 1 and 2 shall be elected to three-year terms. Thereafter, the candidates elected to the city council in the general election will be elected to three-year terms.**

~~Each qualified voter of the City may vote for one Mayoral candidate and two Councilmember candidates in even numbered years, and for four Councilmember candidates in odd numbered years. The candidate for Mayor that receives the highest number of votes cast for that position shall be elected. In even numbered years the two candidates for Councilmember that individually receive the highest number of votes and in odd numbered years the four candidates for Councilmember that individually receive the highest number of votes shall be elected. The election shall be ordered by the City Council and the City Clerk shall give notice of the election in the manner required by the laws of the State of Texas.~~

Section 3.03. - Vacancies in Office.

The office of Mayor or Councilmember shall become vacant upon the death, resignation, or removal from office of the incumbent. **Such vacancy shall be filled by special election called for such purpose. The date for special elections to fill the vacancy shall be the first uniform election date after the vacancy occurs and for which there is sufficient time to call and give notice of the election as required by law; provided that, if a vacancy occurs and no such election date falls within 120 days after the date of the vacancy, the council shall, without regard for the specified uniform election dates, order such election to be held on a Saturday within 120 days from the date of the vacancy. All vacancies shall be filled for the remainder of the unexpired term of the office so filled. No special election will be required if the vacated office has a term of 120 days or less remaining as of the date of the first council meeting held after the date of the vacancy.**

~~Within thirty (30) days of declaring a vacancy, the Council shall appoint to the vacancy a person possessing the qualifications specified in this Charter. If two or more vacancies exist and a uniform election date for which timely notice may be given is available 180 days or more before a general City election, the Council shall, within not more than thirty (30) days of the occurrence of the multiple vacancies, call a special election to fill the vacancies. If a uniform election date is not available, the Council shall appoint qualified persons to fill the vacancies. If no qualified candidate files for election to the office of Mayor or Councilmember, or if fewer qualified candidates file than the number of offices to be filled, for any special or general election, the Council shall appoint a qualified person to fill the position until the next general election.~~

Section 5.09. Run-Off Election.

If no candidate for an elective office receives a majority of the votes cast for that position in the regular or special election, a run-off election shall be held between the two (2) candidates who received the greatest number of votes. Such run-off election shall be held in accordance with State election laws on a date within the period set by state law for holding runoff elections. The candidate receiving the highest number of votes cast for the office in the run-off election shall be declared elected.

~~Section 5.09. – Tie Votes.~~

~~If two (2) or more candidates for Mayor tie for the highest number of votes in an election for that office, or if if two (2) or more candidates for any Councilmember office tie for the number of votes required for election, the tie shall be broken in a manner authorized by the Texas Election Code, or by lot or chance as agreed between the candidates. No measure shall be adopted except by majority vote and a tie vote defeats the measure.~~

PROPOSITION B: Appointment of Mayor by City Council

Shall Sections 3.01, 3.02, 3.03, 4.01, 5.04, 5.09, and 5.10 of the City Charter be amended to provide for the Mayor to be appointed each year by majority vote of the City Council from among the persons elected to Council?

☐ Yes ☐ No

Revisions to Charter language should Proposition B pass:

Section 4.01. - Mayor.

At its first regular meeting after each general election or a vacancy in the office of Mayor, the Council shall elect one of its members to be Mayor for a one (1) year term, or to fill the unexpired term resulting from the vacancy. Nominations for Mayor shall require a second and the Mayor shall be the Councilmember who receives a majority of the votes cast by the Council but not less than four (4) votes. The Mayor shall serve as the ceremonial head of the City government, preside at all meetings of the Council and provide leadership and coordination necessary to good government. He or she shall work closely with the Council to obtain legislation in the public interest and with the City Manager to ensure that the same is enforced, and participate in the discussion and vote on all legislative and other matters coming before the Council. The Mayor and the City Manager shall have signatory authority for all legal contracts and commitments of the City. The Mayor shall sign all ordinances and resolutions; recommend appointees for the boards and commissions to the Council; work and coordinate with the City Manager and the Council; and, in time of declared emergency, may take command of the police and govern the City by proclamation, maintain order and enforce all laws. The Mayor shall have such additional powers as are granted to the office by this Charter, State law, or ordinance.

Section 3.02. - Qualifications.

The ~~Mayor and Councilmembers~~ shall, on the day prior to the date of the scheduled election to be held for such office, be citizens of the United States; qualified voters of the City; residents of the City, or an area having been annexed into the City, for at least

twelve (12) consecutive months; be eighteen (18) years of age or older; and not be delinquent on any indebtedness to the City. No City employee shall be eligible to file for the office of ~~Mayor or~~ Councilmember and no member of the Council shall hold any other elective public office. If a member of the Council ceases to possess any of the qualifications of office, is finally convicted of a crime involving moral turpitude, or files application to be a candidate for any other elective office when more than 180 days remain on his/her term of office, his/her office shall, upon such fact being determined by the Council, immediately become vacant; provided that if the residence of a member of the Council is disannexed, the member shall serve the remainder of his or her term of office.

Section 5.04. - Filing for Office.

Candidates for office shall make application for a place on the ballot within the times and manner prescribed by the Texas Election Code. In the absence of a filing deadline established by State law, applications for a place on the ballot shall be filed no later than 5 p.m. on the 45th day before election day. All applications shall designate the position sought. It shall be the duty of the City Clerk to place the name of all qualified candidates, making timely application, on the official ballot. Each candidate for the Council or any other elective office shall meet the following qualifications:

- (a) Have all the qualifications for a Councilmember as described in Section 3.02 of this Charter.
- (b) No candidate may file for more than one (1) office per election.
- (c) Each candidate shall file such application in the form required by State law or ordinance, as applicable.
- ~~(d) A Councilmember having one (1) year or more remaining on his or her term of office may not file for election to the office of Mayor, prior to resigning from the office of Councilmember.~~

Section 5.10. - Term of Office.

The regular term of office of ~~the Mayor and~~ the Councilmembers shall commence immediately following the canvass of the vote for the general election at which they are elected. A ~~Mayor or~~ Councilmember elected at a special election may take office immediately following the canvass of the vote for the election at which they are elected. Any elected candidate that refuses to take office within thirty (30) days of the date of the canvass of the vote for the election shall forfeit the office.

Additional Revisions to Charter language should Propositions A and B pass:

Section 3.01. - Governing Body.

- (a)** The governing body of the City shall consist of a ~~City Council composed of a Mayor and six~~ seven Councilmembers elected by plurality majority vote from

the City at large. The Mayor and each other member of the Council elected at a regular election shall be elected for a term of two years, and if elected at a special election they shall be elected to serve the remainder of the unexpired term of the office. The councilmembers shall be elected for a term of three (3) years to occupy a place on the council, such places being numbered and designated 1, 2, 3, 4, 5, 6, and 7. All members of the Council shall serve until their successors are elected and take office.

- (b) The Councilmembers who are elected at the 2020 general election shall hold Places 5, 6, and 7; provided that the candidate elected to the office of Mayor in the 2020 general election shall also hold the office of Mayor until such office is filled in accordance with Section 4.01 following the 2022 general election, or following a vacancy, if any, that arises before the end of the 2020 term. The Councilmembers whose terms end in 2021 shall hold Places 1, 2, 3, and 4. On or before December 15, 2020, the Councilmembers shall draw lots to determine which Place Numbers they hold.**
- (c) Beginning with the 2021 general election, the council shall transition to three-year terms as provided in this subsection. The candidates elected to the Mayor and two Councilmember positions in the 2020 general election shall serve two-year terms. For the 2021 general election, Places 1 and 2 shall be elected to two-year terms, and Places 3 and 4 shall be elected to three-year terms. For the 2022 general election, Places 5, 6, and 7 shall be elected to three-year terms. For the 2023 general election, Places 1 and 2 shall be elected to three-year terms. Thereafter, the candidates elected to the city council in the general election will be elected to three-year terms.**

Section 3.03. - Vacancies in Office.

- (a) The office of Mayor or Councilmember shall become vacant upon the death, resignation, or removal from office of the incumbent.
- (b) Vacancies in the office of Mayor shall be filled in accordance with Section 4.01.**
- (c) For vacancies in the office of Councilmember, the vacancy shall be filled by special election called for such purpose. The date for special elections to fill the vacancy shall be the first uniform election date after the vacancy occurs and for which there is sufficient time to call and give notice of the election as required by law; provided that, if a vacancy occurs and no such election date falls within 120 days after the date of the vacancy, the council shall, without regard for the specified uniform election dates, order such election to be held on a Saturday within 120 days from the date of the vacancy. All vacancies shall be filled for the remainder of the unexpired term of the office so filled. No special election will be required if the vacated office has a term of 120 days or less remaining as of the date of the first council meeting held after the date of the vacancy.**

Additional Revisions to Charter language should Proposition A fail and Proposition B pass:

Section 3.01. - Governing Body.

- (a) The governing body of the City shall consist of a City Council composed of a Mayor and six **seven** Councilmembers elected by plurality vote from the City at large. ~~The Mayor and each other~~ **Each** member of the Council elected at a regular election shall be elected for a term of two years, and if elected at a special election they shall be elected to serve the remainder of the unexpired term of the office. All members of the Council shall serve until their successors are elected and take office.
- (b) At the regular election held in even numbered years ~~a Mayor shall be elected, and two (2)~~ **three (3)** Councilmembers shall be elected to serve in the Council positions for which the term of office expires in that year. At the regular election in odd numbered years, four Councilmembers shall be elected to serve in the four council positions for which the term of office expires in that year.
- (c) Each qualified voter of the City may vote for ~~one Mayoral candidate and two~~ **three** Councilmember candidates in even numbered years, and for four Councilmember candidates in odd numbered years. ~~The candidate for Mayor that receives the highest number of votes cast for that position shall be elected. In even numbered years the two~~ **three** candidates for Councilmember that individually receive the highest number of votes and in odd numbered years the four candidates for Councilmember that individually receive the highest number of votes shall be elected. The election shall be ordered by the City Council and the City Clerk shall give notice of the election in the manner required by the laws of the State of Texas.
- (d) **The Mayor elected in the 2020 general election shall serve a two-year term. Following the 2022 general election, or if a vacancy arises in the office of the Mayor before the end of the term that began in 2020, the Mayor shall be appointed as provided in Section 4.01.**

Section 3.03. - Vacancies in Office.

- (a)** The office of Mayor or Councilmember shall become vacant upon the death, resignation, or removal from office of the incumbent.
- (b) Vacancies in the office of Mayor shall be filled in accordance with Section 4.01.**
- (c) For vacancies in the office of Councilmember, within** Within thirty (30) days of declaring a vacancy, the Council shall appoint to the vacancy a person possessing the qualifications specified in this Charter. If two or more vacancies exist and a uniform election date for which timely notice may be given is available 180 days or more before a general City election, the Council shall, within not more than thirty (30) days of the occurrence of the multiple vacancies, call a special election to fill the vacancies. If a uniform election date is not available, the Council shall appoint qualified persons to fill the vacancies. If no qualified

candidate files for election to the office of Mayor or Councilmember, or if fewer qualified candidates file than the number of offices to be filled, for any special or general election, the Council shall appoint a qualified person to fill the position until the next general election.

Section 5.09. - Tie Votes.

~~If two (2) or more candidates for Mayor tie for the highest number of votes in an election for that office, or if~~ **If** two (2) or more candidates for any Councilmember office tie for the number of votes required for election, the tie shall be broken in a manner authorized by the Texas Election Code, or by lot or chance as agreed between the candidates. No measure shall be adopted except by majority vote and a tie vote defeats the measure.

PROPOSITION C: Filling Vacancies on City Council

If three-year terms are adopted, shall Section 3.03 of the City Charter be amended to provide for a vacancy in a Council seat with an unexpired term of twelve months or less to be filled by appointment by the City Council?

☐ Yes ☐ No

Revisions to Charter language should Proposition A pass and Proposition B fail:

Section 3.03. - Vacancies in Office.

The office of Mayor or Councilmember shall become vacant upon the death, resignation, or removal from office of the incumbent. **If a vacancy occurs for an unexpired term of twelve months or less, the vacancy shall be filled by appointment by the city council. If a vacancy occurs for an unexpired term that exceeds twelve months, the vacancy shall be filled by special election called for such purpose. The date for special elections to fill the vacancy shall be the first uniform election date after the vacancy occurs and for which there is sufficient time to call and give notice of the election as required by law; provided that, if a vacancy occurs and no such election date falls within 120 days after the date of the vacancy, the council shall, without regard for the specified uniform election dates, order such election to be held on a Saturday within 120 days from the date of the vacancy. All vacancies shall be filled for the remainder of the unexpired term of the office so filled. No special election will be required if the vacated office has a term of 120 days or less remaining as of the date of the first council meeting held after the date of the vacancy.**

Revisions to Charter language should Propositions A and B pass:

Section 3.03. - Vacancies in Office.

- (a) The office of Mayor or Councilmember shall become vacant upon the death, resignation, or removal from office of the incumbent.
- (b) **Vacancies in the office of Mayor shall be filled in accordance with Section 4.01.**
- (c) **For vacancies in the office of Councilmember, if a vacancy occurs for an unexpired term of twelve months or less, the vacancy shall be filled by appointment by the city council. If a vacancy occurs for an unexpired Councilmember term that exceeds twelve months, the vacancy shall be filled by special election called for such purpose. The date for special elections to fill the vacancy shall be the first uniform election date after the vacancy occurs and for which there is sufficient time to call and give notice of the election as required by law; provided that, if a vacancy occurs and no such election date falls within 120 days after the date of the vacancy, the council shall, without regard for the specified uniform election dates, order such election to be held on a Saturday within 120 days from the date of the vacancy. All vacancies shall be filled for the remainder of the unexpired term of the office so filled. No special election will be required if the vacated office has a term of 120 days or less remaining as of the date of the first council meeting held after the date of the vacancy.**

**PROPOSITION D: Authorizing City Council to Change the
General City Election Date**

Shall Section 5.03 of the City Charter be amended to allow the City Council to change the date of holding the general City election if doing so is allowed by State law and the general election date is not changed more often than every five years?

☐ Yes ☐ No

Revisions to Charter language should Proposition D pass:

Section 5.03. - General and Special Elections.

The general City election shall be held annually on **the uniform election date in May or such other uniform election date designated by the City Council by ordinance; provided that changing the general City election date is authorized by state law and is changed not more often than every five years.** ~~on the first Saturday in May or the date nearest thereto as may be required by law.~~ The Council may by ordinance call such special elections as are authorized by this Charter or State law, fix the time of

holding such elections, and provide all means for holding such special elections; provided that every special election shall be held on a Saturday or a uniform election date, unless otherwise provided by law or this Charter.

PROPOSITION E: Authorizing City Council to Change Polling Locations

Shall Section 5.05 of the City Charter be amended to allow the City Council to change the polling locations of the general City election to those designated in the Election Order?

☐ Yes ☐ No

Revisions to Charter language should Proposition E pass:

Section 5.05. - Polling Places.

The Council shall establish one or more election precincts and provide polling places as necessary for City elections. Until established otherwise by ordinance, the entire City shall be one (1) election precinct. ~~and Early Voting and Election Day voting shall take place at locations designated in the Election Order the City hall shall be the polling place for all City elections.~~



PROPOSED CHARTER AMENDMENTS

PRESENTATION TO CITY COUNCIL – JULY 14, 2020



CHARTER REVIEW COMMITTEE

- DAVE COVINGTON, CHAIR
- ALTON MCCALLUM, VICE CHAIR
- BRETT BAGGERLY
- BRANDON BOZON
- DANIEL BUCHER
- JANE DOMINGUEZ
- DAN KIRKLEY
- DAVID K. LEIGH
- CRAIG PEARSON
- JEANNIE PITTMAN

PROPOSED AMENDMENTS

- PROPOSITION A – 3 YEAR TERMS
- PROPOSITION B – APPOINTMENT OF MAYOR BY CITY COUNCIL
- PROPOSITION C – FILLING VACANCY BY APPOINTMENT
- PROPOSITION D – FLEXIBILITY IN GENERAL ELECTION DATE
- PROPOSITION E – FLEXIBILITY IN POLLING LOCATIONS

PROPOSITION A – BALLOT LANGUAGE

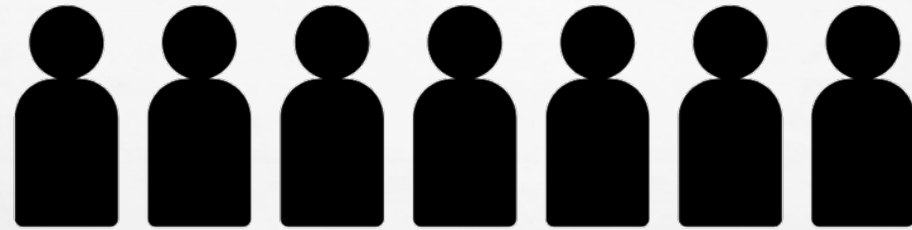
CITY COUNCIL THREE-YEAR TERM OF OFFICE

SHALL SECTION 3.01 OF THE CITY CHARTER BE AMENDED TO PROVIDE FOR THREE–YEAR TERMS OF OFFICE FOR THE MAYOR AND CITY COUNCIL, AND TO CONFORM SECTIONS 3.03, 5.09 AND 5.10 TO BE CONSISTENT WITH STATE LAW FOR THREE-YEAR TERMS BY PROVIDING FOR ELECTION BY MAJORITY VOTE, PROVIDING FOR RUNOFF ELECTIONS IF NO CANDIDATE IS ELECTED BY MAJORITY VOTE, AND PROVIDING FOR SPECIAL ELECTIONS TO FILL VACANCIES ON COUNCIL?

PROPOSITION A - EXPLAINED

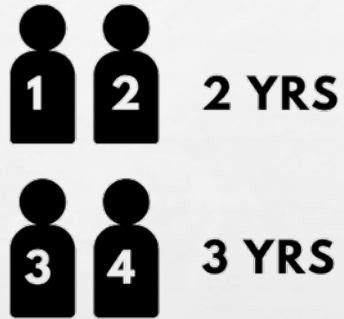
- CHANGING FROM 2-YEAR TO 3-YEAR TERMS (WITH A TRANSITION PLAN)
- CHANGING FROM AT-LARGE POSITIONS TO PLACES
- CHANGING FROM PLURALITY (TOP VOTE GETTERS) TO MAJORITY (MUST GET >50%)

PROPOSITION A – PLACES ASSIGNED



PROPOSITION A – TRANSITION PLAN

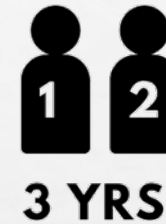
2021



2022



2023



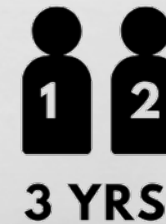
2024



2025



2026



PROPOSITION A – PROS

- PROVIDES FOR LONGER TERMS
- PROVIDES STABILITY OF THE COUNCIL BECAUSE THERE ISN'T A MAJORITY UP FOR ELECTION AT THE SAME TIME
- “PLACES” ALLOWS A CANDIDATE TO SPECIFICALLY RUN AGAINST AN INCUMBENT WHO IS PERCEIVED TO NOT BE DOING A GOOD JOB

PROPOSITION A – CONS

- “PLACES” MAY LEAD TO NEGATIVE CAMPAIGNING
- MAJORITY VOTE CAN LEAD TO RUN-OFF ELECTIONS WHICH INCREASES ELECTION COSTS

PROPOSITION B – BALLOT LANGUAGE

APPOINTMENT OF MAYOR BY CITY COUNCIL

SHALL SECTIONS 3.01, 3.02, 3.03, 4.01, 5.04, 5.09 AND 5.10 OF THE CITY CHARTER BE AMENDED TO PROVIDE FOR THE MAYOR TO BE APPOINTED EACH YEAR BY MAJORITY VOTE OF THE CITY COUNCIL FROM AMONG THE PERSONS ELECTED TO COUNCIL?

PROPOSITION B - EXPLAINED

- CHANGING FROM DIRECT ELECTION OF THE MAYOR TO APPOINTMENT OF MAYOR BY COUNCIL
- 1 YEAR APPOINTMENT VS. 2-YEAR OR 3-YEAR TERMS

PROPOSITION B – PROS AND CONS

PROS:

- PREVENTS AN INEXPERIENCED PERSON FROM BEING MAYOR
- PERSON APPOINTED WILL BE MORE AWARE OF TIME COMMITMENT REQUIRED FOR THE POSITION OF MAYOR
- MAY LEAD TO GREATER INVOLVEMENT BY COUNCIL SINCE IT IS ONLY A 1-YEAR COMMITMENT

CONS:

- PUBLIC MAY FEEL LESS IN CONTROL BECAUSE THEY CAN'T DIRECTLY ELECT THE MAYOR

PROPOSITION C – BALLOT LANGUAGE

FILLING VACANCIES ON CITY COUNCIL

IF THREE-YEAR TERMS ARE ADOPTED, SHALL SECTION 3.03 OF THE CITY CHARTER BE AMENDED TO PROVIDE FOR A VACANCY IN A COUNCIL SEAT WITH AN UNEXPIRED TERM OF TWELVE MONTHS OR LESS TO BE FILLED BY APPOINTMENT BY THE CITY COUNCIL?

PROPOSITION C - EXPLAINED

- IF 3-YEAR TERMS (PROPOSITION A) PASSES, THEN THE CHARTER HAS TO OUTLINE HOW VACANCIES IN OFFICE ARE FILLED WHEN THERE IS 12 MONTHS OR LESS REMAINING ON AN UNEXPIRED TERM. PROPOSING TO FILL THEM BY APPOINTMENT RATHER THAN CALLING A SPECIAL ELECTION.

PROPOSITION D – BALLOT LANGUAGE

AUTHORIZING CITY COUNCIL TO CHANGE THE GENERAL CITY ELECTION DATE

SHALL SECTION 5.03 OF THE CITY CHARTER BE AMENDED TO ALLOW THE CITY COUNCIL TO CHANGE THE DATE OF HOLDING THE GENERAL CITY ELECTION IF DOING SO IS ALLOWED BY STATE LAW AND THE GENERAL ELECTION DATE IS NOT CHANGED MORE OFTEN THAN EVERY FIVE YEARS?

PROPOSITION D - EXPLAINED

- ALLOWS COUNCIL THE FLEXIBILITY TO CHANGE THE CITY ELECTION TO NOVEMBER (OR ANOTHER UNIFORM ELECTION DATE) SHOULD STATE LAW ALLOW SUCH CHANGE IN THE FUTURE.
- DATE CAN ONLY BE CHANGED ONCE EVERY 5 YEARS.

PROPOSITION E – BALLOT LANGUAGE

AUTHORIZING CITY COUNCIL TO CHANGE POLLING LOCATIONS

SHALL SECTION 5.05 OF THE CITY CHARTER BE AMENDED TO ALLOW THE CITY COUNCIL TO CHANGE THE POLLING LOCATIONS OF THE GENERAL CITY ELECTION TO THOSE DESIGNATED IN THE ELECTION ORDER?

PROPOSITION E - EXPLAINED

- ALLOWS FLEXIBILITY IN THE CITY'S POLLING LOCATIONS.

NEXT STEPS

- HOLD THE PUBLIC HEARING. NO OTHER ACTION IS NEEDED AT THIS TIME.
- A SECOND PUBLIC HEARING AND ACTION ON THE PROPOSED AMENDMENTS IS SCHEDULED FOR JULY 28TH.
- ADDITIONAL COUNCIL ACTION, SCHEDULED FOR AUGUST 11TH, IS REQUIRED TO CALL FOR A CHARTER AMENDMENT ELECTION ON NOVEMBER 3, 2020.



Staff Report – City Council Agenda Item

Agenda Item #8

Conduct a work session and discuss changing the name of Confederate Park and Confederate Park Drive.

Originating Department

Administration – Sam A. Listi, City Manager

Summary Information

Several attachments accompany this Work Session topic:

- The City has received a request to consider a name change for Confederate Park and Confederate Park Drive by Luke and Kayla Potts (Ex.1).
- We have also received a request from Douglas Brito (Ex.2) as well as other recommendations by various media.
- The City adopted Resolution 2013-20 establishing a Policy regarding Street/Facility naming and name changes (Ex.3).
- Approximately 2.5 acres of the nearly 16 acres that comprises Confederate Park, and the road that bisects it, was conveyed from J.D. and Allie Crawford in 1892 to the Ex Confederate Association of Bell County and the City of Belton, for the Association's Reunions and for use as a City park (Ex.4&5). The remaining nearly 13.5 acres was acquired over time. The 16-acre has been used as a City park for decades.

If the Council determines a name change is appropriate, there are many names that have emerged for consideration including Patriot, Veterans, Unity, Freedom, Peace, as well as names honoring individuals. This Work Session will likely generate others. Another important aspect of the Work Session is for Council to provide input on a process going forward. We have also included a map of Belton Cultural and Historical Resources (Ex.6). Belton has an important historical story to tell, and the Nolan Creek Hike and Bike Trail provides a unique opportunity for education, with story boards to reflect on Belton's journey toward equality. Some key locations shown on Exhibit 6 include:

- Confederate Park and Confederate Park Road, the subjects of this consideration;
- Mt. Zion United Methodist Church;
- T.B. Harris Community Center and Harris Community Park;
- Dr. Martin Luther King, Jr. Avenue;
- Jeff Hamilton Recognitions (3) – Burial site in East Belton Cemetery, Jeff Hamilton Park near South Belton Middle School, and a State Historical Marker on UMHB campus.

Exhibit 7 is a vicinity map of the location in this request along IH 35.

Fiscal Impact

Amount: Nominal amount for Park/Street signage

Budgeted: ☐ Yes ☒ No

Recommendation

Conduct a Work Session and provide Council input on this request, decision-making process, names, and a historic walking trail along Nolan Creek.

Attachments

Request letter from Luke and Kayla Potts
Request email from Douglas Brito
Resolution 2013-20/Street Naming and Facility Naming Policy
Transcribed Deed from J.D. and Allie Crawford
Original Deed from J.D. and Allie Crawford
Map of Belton Cultural and Historical Resources
Vicinity Map of Location of Request



**City of Belton
Confederate Park/Street Name
Council Work Session
July 14, 2020**

Attachments:

1. Luke/Kayla Potts Request received June 10, 2020 (Ex.1)
2. Douglas Brito Request received June 19, 2020 (Ex.2)
3. City Policy on Street/Facility Name Change Adopted June 11, 2013 (Ex.3)
4. Deed on 2.5 acres Park Land (transcribed), conveying property from J.D. & Allie Crawford in 1892 (Ex.4)
5. Deed on 2.5 acres Park Land (original in cursive) (Ex.5)
6. Map of Belton Cultural and Historical Resources – Possible Historic Walking Trail along Nolan Creek with Story Boards at Park, Harris Community Center, MLK Bridge, Jeff Hamilton sites, others (Ex.6)
7. Map of Confederate Park and Confederate Park Road (Ex.7)

EXHIBIT 1

06.10.2020

Memo

To
City of Belton

From
Luke and Kayla Potts

CC
City of Belton City
Council and Parks
Department

Re
Confederate Park
Renaming

To whom it may concern:

We would like to recommend a new name for what is currently Confederate Park and Confederate Park Dr. in Belton, TX. The current names have become unwelcoming and controversial to residents and tourist and do not represent the unity that is spread amongst our citizens. While our family goes back many generations, we recognize the history of our town, the lessons it has taught us, the need to never forget our history, and the changes in times. Belton has a history of loving their neighbors and being welcoming to all. We would like this to be present in the names of our beautiful parks that are here for everyone to enjoy. We would like to recommend a committee be formed by the Parks Department/Director to come up with a new name for this park that reflects the unity in Belton and to have the street name to correlate with the new park name. We ask that you please accept this application and consider our request. If you have any questions please feel free to contact us.

Sincerely,

Luke and Kayla Potts

EXHIBIT 1 (continued)



PLANNING DEPARTMENT CITY FACILITY NAMING APPLICATION

There is a 30 day review process for all facility naming requests

Name of Applicant Luke & Kayla Potts
Phone: 254-718-1026 Email: ~~254-718-1026~~ Kayla86@yahoo.com
Address: 3101 Dunn's Canyon Rd., Belton, TX 76513
Signature: Luke & Kayla Potts
Date: 6/10/2020
Current Facility Name: Confederate Park
Proposed Facility Name: We would like the new name to be chosen by a committee formed by the Parks Director.
Reasons supporting facility name change:
The current Park name is not a welcoming name to some residents & tourist and we would like the park to be renamed to a name that is not as controversial & unwelcoming.

Application Requirements:

- ☐ A letter summarizing justification for the request
- ☐ Check for \$75 (non-refundable)
- ☐ Map showing location of facility
- ☐ Fee for signage – costs of making and installing all the necessary signage

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\$75 Non-refundable application fee paid ☐ Yes ☐ No

Estimate of cost and installation of signage: _____

Date submitted for Staff review: _____

Staff comments: _____

Date of City Council Consideration: _____

☐ Approved ☐ Denied

EXHIBIT 1 (continued)



PLANNING DEPARTMENT STREET RENAMING APPLICATION

There is a 30 day review process for all street renaming requests

Name of Applicant Luke & Kayla Potts
Phone: 254-718-1626 Email: ~~Kayla~~ Kayla86@yahoo.com
Address: 3161 Duns Canyon Rd, Belton, TX 76513
Signature: [Signature] Kayla Potts
Date: 6/10/20
Current Street Name: Confederate Park Dr.
Proposed Street Name: We would like the new name to be chosen by a committee formed by
Location of Street: Confederate Park the Parks Director
Subdivision: NA Blocks Included: NA
Zoning District: Park
Land uses located on the street: Park

Reasons supporting street renaming: We would like the name to correlate
with the new name of the park that will be chosen by
the committee for renaming the park & street

Application Requirements:

- A letter summarizing justification for the request
- Check for \$150 (non-refundable)
- Map showing location of street
- Favorable support from 70% of responding property owners fronting the street proposed for renaming
- Fee for signs – costs of making and installing all the necessary signage
- Property owners are responsible for notifying their tenants

FOR OFFICE USE ONLY

\$150 Non-refundable application fee paid ____ Yes ____ No

Estimate of cost and installation of signs: _____

Date submitted for Staff review: _____

Staff comments: _____

Date of City Council consideration: _____

____ Approved ____ Denied

EXHIBIT 1 (continued)

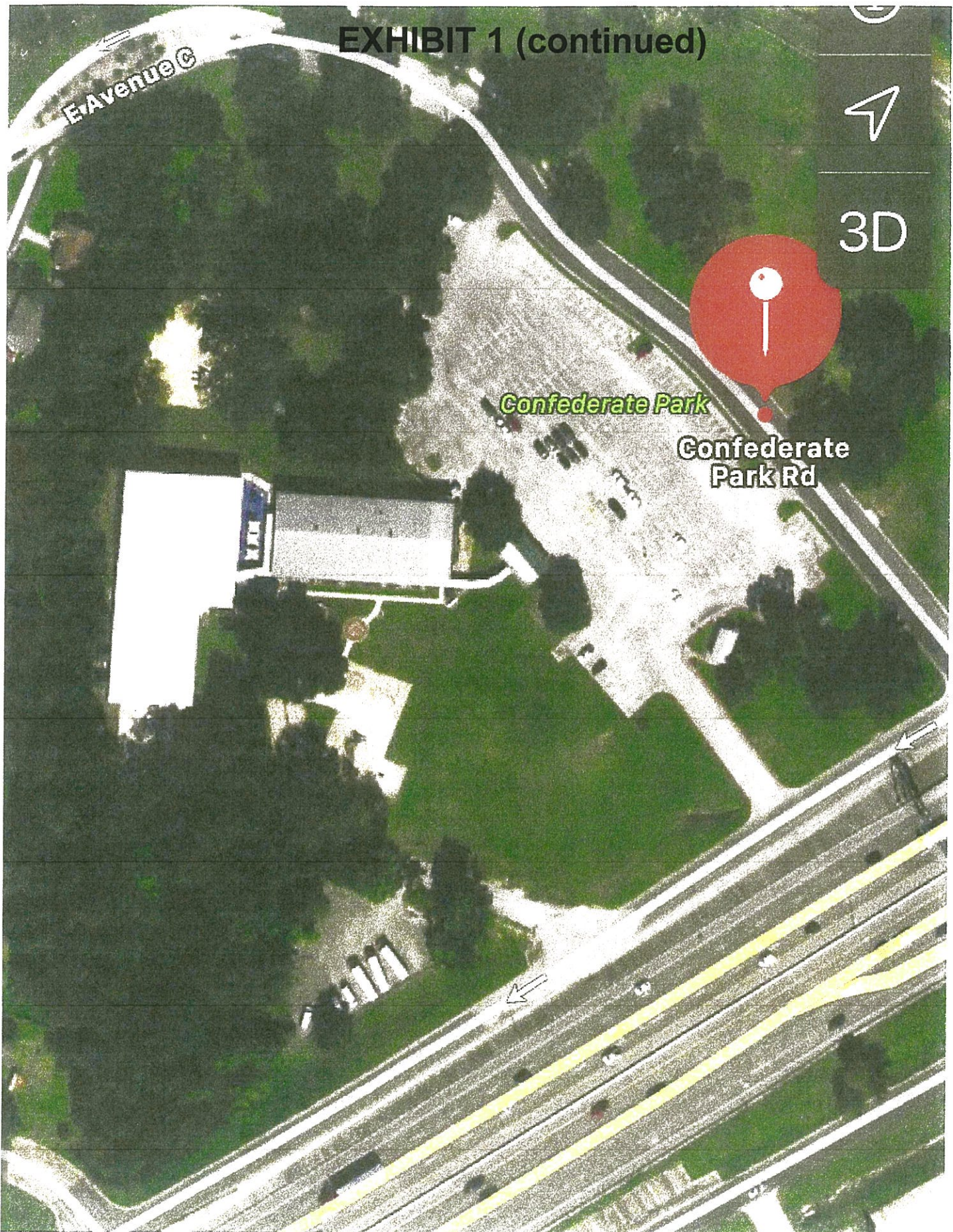


EXHIBIT 2

Sam Listi

From: Matthew Bates
Sent: Friday, June 19, 2020 8:02 AM
To: Sam Listi
Cc: Gene Ellis; Paul Romer
Subject: FW: Renaming Confederate Park

FYI- This is a follow up from gentleman who created petition I sent over yesterday.

Matt

From: Douglas Brito <douglascebrito@icloud.com>
Sent: Thursday, June 18, 2020 11:08 PM
To: ParksAndRec <parksandrec@BeltonTexas.Gov>
Subject: Renaming Confederate Park

To whom it may concern,

Hello, my name is Douglas Brito. Recently, I have started a petition to rename the Confederate Park in Downtown Belton and it has gained a lot, nearly 100 signatures all of the world, of support. I've lived in this city for 8 years now. This city will always carry a special place in my heart. With that being said, it pains me to see how our town still glorifies the evils of our past by honoring the Confederacy. In the link I will provide, I suggested changing it to Miriam A. Ferguson Park, to honor the first female Governor of Texas, who was born in Bell County. The correct way to honor our past would be remembering something good about our history, and not something devastating such as a rebellion that supported the oppression and enslavement of an entire race of human beings. Please consider renaming the park. Thank you for your time.

Sincerely,
Douglas Brito

WARNING: This message is from an EXTERNAL email source. DO NOT open attachments or click links from unknown senders or unexpected email. Contact Belton IT support for assistance if necessary.

EXHIBIT 3

RESOLUTION NO. 2013-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AMENDING RESOLUTION NO. 2012-18, ESTABLISHING A STREET RENAMING AND FACILITY NAMING POLICY.

WHEREAS, a Committee was selected by the City Council to develop a policy regarding the renaming of streets and the naming of facilities in the City of Belton to establish uniform criteria and procedures, applicable to all persons, groups, firms and agencies, for renaming a city street, or for naming a city facility; and

WHEREAS, it is in the City's best interest to coordinate designation of street names and addresses in order to avoid motorist confusion, facilitate emergency services, and help ensure prompt delivery of goods and services; and

WHEREAS, at times it is appropriate to honor people, places, or events having made a significant impact on the quality of life within the City, and/or events of significance to the City's development by use of an honorary street name designation; and

WHEREAS, the City Council has considered the matter and deems it in the public interest to authorize this action.

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


Part 1: That the revised guidelines indicated in the City of Belton Street Renaming, and Facility Naming Policy shall hereby be employed in the renaming of streets and the naming of city facilities.

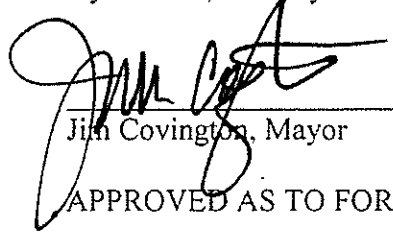
Part 2: That this resolution shall become effective immediately from and after its passage.

Part 3: 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 this the 11th day of June, 2013, by the City Council of the City of Belton, Texas.

ATTEST:


Connie Torres, City Clerk


Jim Covington, Mayor

APPROVED AS TO FORM:

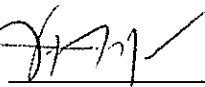

John Messer, City Attorney

EXHIBIT 3 (continued)

City of Belton, Texas



Street Renaming and Facility Naming Policy

Revised June 11, 2013

I. PURPOSE

This policy is implemented to establish criteria and procedures, applicable to all persons, groups, firms and agencies, for the renaming of a City street, and for naming a City facility. Streets and facilities should generally be named after people, places and events having made a significant impact on the quality of life within the City, and/or events of significance to the City's development. Proposed names for a street renaming should generally meet one of the following criteria:

1. to commemorate noteworthy persons associated with the City of Belton;
2. to commemorate local history, places, events or culture;
3. to strengthen neighborhood identity;
4. to recognize native wildlife or natural features related to the City of Belton; or
5. to recognize persons, places, or events of state, national, or international significance.

Consideration should be given to names of local areas of historical significance. The following names shall not be used:

1. names of living persons for streets, other than a recognized national figure;
2. duplicative names of streets already existing within the City;
3. names which are, and could be considered discriminatory or derogatory, or that express a particular political affiliation; and
4. names that could be considered as advertising.

This policy does not affect the naming of new City streets through the subdivision platting process.

II. INTENT

The success and vitality of the City depends on the contribution and support from citizens, volunteers, financial donors, and community leaders. Individuals, groups, companies or corporations may be recognized. The City welcomes the opportunity to recognize those who have demonstrated outstanding service and have worked to enhance our community. A fair and impartial street renaming policy is necessary to assure that renaming a street in recognition of an individual, group or corporation is reserved for those most deserving. Further, renaming decisions should not be influenced by personal prejudice, favoritism, political pressure or temporary popularity. Naming a City facility should reflect similar objectives. The Planning Department will work with applicants to coordinate a request to rename a street or to name a City facility prior to Council consideration.

EXHIBIT 3 (continued)

III. EXPENDITURES

The costs of making and installing all the necessary signage authorized by the Council shall be paid for by the applicants. The Director of Public Works shall compute the costs of making and installation of the signs or plaques, and provide the amount of the costs to the applicants. If the City Council approves the street renaming or facility naming the applicants shall pay the full amount of the costs to the City of Belton prior to the making of the new signs. Sign maintenance shall be the responsibility of the Public Works Department.

The fees and costs set forth above may be waived if the procedure is initiated by the City Council or if Council determines it appropriate.

IV. CRITERIA FOR CONSIDERATION

After receipt of a completed application for renaming of a street, the City Clerk shall distribute it to the following departments: Public Works, Planning, Information Technology (GIS), Fire, and Police for a review and recommendation to the City Manager's office. Criteria for evaluation of a street renaming shall include, but not be limited to:

1. Number of businesses/residents directly affected – consideration in this category would focus on the number of properties directly affected; the fewer properties the better.
2. Recognition of community diversity – consideration of this criterion would endorse evolving community diversity.
3. Recognition of historical significance – consideration of this criterion recognizes the historical significance of existing street names and the importance in recognizing the potential future historical importance to current events and developments.
4. Appropriateness given types of uses along subject street – consideration of this criterion would insure reasonable compatibility between land use and street name.
5. Impacts on emergency services – consideration of this criterion will ensure that replacement names for existing streets will not result in confusion related to efficient access for emergency purposes.
6. Precedent – consideration of this criterion will determine whether an action renaming a street might establish a desirable or undesirable precedent.
7. Continuity and stability – consideration of this criterion will evaluate the effect of a renaming request on the public's general connection with the existing name.

V. STANDARDS

- a. If a portion of a street is proposed to be renamed, the renamed portion shall begin and end at the intersections of major cross-streets.
- b. Abbreviations of words or names and initials will not be permitted (excluding suffixes).
- c. Single alphabetical characters will not be permitted.
- d. Duplicate street names, in sound or pronunciation within Belton/Belton Extra Territorial Jurisdiction (ETJ) will not be permitted.
- e. Street names will be easy to pronounce and easily recognizable in emergency situations.
- f. No street name shall contain more than twenty (20) characters.
- g. Names that may be offensive (slang, double meanings, etc.) will not be permitted.
- h. Vanity names will not be permitted.
- i. No street name shall contain the words North, South, East, West, or any combination thereof. Those directions are to be used only as a prefix.

EXHIBIT 3 (continued)

- j. Street types should not be used as the street name. Example: Crossing Parkway. Crossing is a street type.
- k. Dual street naming is permitted.
- l. Road Naming Standards identified in the Central Texas Council of Government's (CTCOG) 9-1-1 Addressing Standards (Attachment A) shall be utilized to the maximum extent practical.

VI. APPLICATION PROCESS

- a. The procedure for requesting a facility naming or street renaming is initiated with an application (request) filed with the City Clerk.
- b. The application shall contain:
 - 1. For a proposed facility naming, the proposed new name; the name, address, and contact information of each person, group, agency, or entity requesting the facility naming; a statement of reasons supporting the facility naming; a map with the location; and a non-refundable application fee of seventy five dollars (\$75.00).
 - 2. For a proposed street renaming, the present official City name of the street; proposed new name or dual name; the name, address, and contact information of each person, group, agency, or entity requesting the street name change; a statement of reasons supporting the street renaming; a map with the location; and a non-refundable application fee of one hundred fifty dollars (\$150.00).
- c. An application and a petition response form shall be sent to all adjacent fronting property owners by the Planning Department by certified mail. Owners shall be determined by the Planning Department from the then current real property ad valorem tax roll. Property owners will have 30 days from the post marked date to return petitions to Belton City Hall. For City Council consideration, a minimum 70% of responding property owners must respond favorably to the proposed street name change.
- d. If less than 70% of property owners respond favorably to the proposed street name change, the Planning Department will advise the applicant the request will not be processed further. If 70% or more of adjacent fronting property owners respond favorably to the proposal, the item will be scheduled for City Council consideration.
- e. The City Manager shall schedule a City Council public hearing on all applications for street renaming which meet the requirements outlined in this policy. Written notice of a public hearing before the City Council shall be sent to all adjacent fronting property owners, as indicated on the then current real property ad valorem tax roll, on the street in question. Notice shall be sent at least ten (10) days prior to the meeting via first-class mail and shall contain the proposed street renaming and the date and time of the public hearing. In addition, notice for street renaming will be listed on the City's website at least ten (10) days prior to the public hearing at a City Council meeting. Notice shall also be published in the newspaper at least ten (10) days prior to the public hearing.
- f. A simple majority vote of the Councilmembers present is required to rename a City street. The City Council shall either approve or deny the application based upon the information presented at the public hearing. The decision of the City Council shall be considered final.
- g. Regarding the naming of a City facility, a public hearing is not required, nor is notification to surrounding property owners, nor a newspaper notice. A website listing of the proposed facility name shall be provided at least ten (10) days prior to the Council consideration.

EXHIBIT 3 (continued)

VII. POST APPROVAL PROCEDURE

If the request for a street renaming is approved by the City Council, the City Clerk shall notify all City Department Heads of the renaming, authorize amending the official street maps maintained by the City of the renaming, and post notice of the change on the City's website. CTCOG, the Bell County Communications Center, and the U.S. Post Office shall also be notified by the City Clerk. It shall be the property owners' responsibility to notify their respective utility companies (other than the City), the Bell County Tax Appraisal District, their mortgage companies, social security administration, lien holders, and any other pertinent entities of the street renaming.

When a request for a street renaming or the naming of a City facility has been denied by the City Council, the same request may not be considered for a period of six (6) months from the date of the City Council action.

EXHIBIT 3 (continued)



PLANNING DEPARTMENT STREET RENAMING APPLICATION

There is a 30 day review process for all street renaming requests

Name of Applicant _____

Phone: _____ Email: _____

Address: _____

Signature: _____

Date: _____

Current Street Name: _____

Proposed Street Name: _____

Location of Street: _____

Subdivision: _____ Blocks Included: _____

Zoning District: _____

Land uses located on the street: _____

Reasons supporting street renaming: _____

Application Requirements:

- A letter summarizing justification for the request
- Check for \$150 (non-refundable)
- Map showing location of street
- Favorable support from 70% of responding property owners fronting the street proposed for renaming
- Fee for signs – costs of making and installing all the necessary signage
- Property owners are responsible for notifying their tenants

FOR OFFICE USE ONLY

\$150 Non-refundable application fee paid ____ Yes ____ No

Estimate of cost and installation of signs: _____

Date submitted for Staff review: _____

Staff comments: _____

Date of City Council consideration: _____

____ Approved ____ Denied

EXHIBIT 3 (continued)

PROPERTY OWNER RESPONSE

THIS PETITION CONCERNS A PROPOSAL TO RENAME THE STREET NAME OF

_____ TO _____

IN THE BLOCK RANGE FROM _____ TO _____

Print Name:

Street Address:

Telephone Number:

Mailing Address:

Legal Description, if available: Lot _____ Block _____ Addition _____

I, the undersigned Owner of this property set forth by name, hereby join in and request the petition to change the street name be (check one):

_____ Approved

_____ Disapproved

Signature:

Please submit your petition within 30 days of receipt.

NOTE: A minimum 70% of responding property owners indicating approval is required for City Council consideration of a street name change.

EXHIBIT 3 (continued)



PLANNING DEPARTMENT CITY FACILITY NAMING APPLICATION

There is a 30 day review process for all facility naming requests

Name of Applicant _____

Phone: _____ Email: _____

Address: _____

Signature: _____

Date: _____

Current Facility Name: _____

Proposed Facility Name: _____

Reasons supporting facility name change: _____

Application Requirements:

- A letter summarizing justification for the request
- Check for \$75 (non-refundable)
- Map showing location of facility
- Fee for signage – costs of making and installing all the necessary signage

FOR OFFICE USE ONLY

\$75 Non-refundable application fee paid ____ Yes ____ No

Estimate of cost and installation of signage: _____

Date submitted for Staff review: _____

Staff comments: _____

Date of City Council Consideration: _____

____ Approved ____ Denied

EXHIBIT 3 (continued)

CTCOG
P.O. Box 729
Belton, Texas 76513
254-770-2200 Voice
254-770-2399 FAX

Central Texas Council of Governments

9-1-1 Addressing Standards

*Accomplishing Together That Which We
Cannot Alone*

ATTACHMENT "A"

EXHIBIT 3 (continued)

CTCOG 9-1-1 Rural Addressing Standards

The purpose of developing E 9-1-1 standards is to enable emergency service providers to quickly reach the location of a 9-1-1 call with the least amount of confusion. National Standards have been written for the enhanced 9-1-1 development. The commonly accepted standards for addressing, road naming, dispatch, etc. in use nationwide need to be evaluated by each local body performing the necessary work. Although most national standards may apply to our specific counties, it is necessary to configure the standards to meet the criteria of our specific area. Each county must adopt a rigorous set of standards.

Several decisions must be made such as: the geographical area to be included, the method of street naming and number assignment, and the extent of coordination with neighboring counties. The design of the E 9-1-1 Addressing system is something that should be thought about long before a GIS Contractor comes on board to begin an addressing effort.

Key individuals that may be included are: Postmasters, members of EMS, members of Fire Departments, members of Sheriff's Departments, member of tax departments, realtors, or utility company employees. These developments should be countywide based. It is imperative that a point of contact at the County level be available who can give impetus to any unforeseen matters.

Road Naming Standards

It is much easier to complete a measured addressing project if road-naming activities are completed BEFORE house numbering is begun. The following are some Road Naming Standards that should be considered on the local level as to whether they meet your specific county needs.

- Roads should have unique names throughout an entire town, zip code and emergency service zone. Every distinct road should be a separate named road. This includes private roads.
- There should be no duplicate street names unless the boundaries of commonly used village names within the municipality can be specifically identified.
- A named road should be essentially continuous, without gaps.
- There should be no identical or similar sounding street names (e.g., Beach and Beech, Main and Maine, Flower and Flour, or even Beach and Peach)
- Avoid using directional or suffixes to distinguish separate, non-contiguous streets (e.g., Palm CT, Palm AVE, and Palm ST, N. Palm CT).
- Avoid special characters, such as hyphens, apostrophes, periods, or decimals, in street name and numbers.
- Streets within multi-structure complexes (e.g., business campus, multi-unit apartment complex) should be named and each structure should be individually addressed.
- Streets within mobile home parks should be named and each lot individually addressed.
- Road names should be assigned based on traffic patterns. Road networks are often like stream networks, with main stems of high traffic volume, and tributaries with less traffic volume should continue with the same name.
- The name of a road or street that has a historical reason for having its name should retain its name.
- The road with the most houses on it should retain its name, thus affecting the least amount of people.

EXHIBIT 3 (continued)

- Road names should only change at substantial intersections or at town boundaries. Do not change road names on corners or in the middle of road section (it's confusing).
 - The street that has had the road name the longest should retain its name.
 - The name of the street that is used for the longest distance or is most likely to have the heavier traffic should retain its name.
 - When a road runs from one town to another it can change names at the town border.
 - There is no need for road names to correspond with official town highway numbers.
 - State and US highways should be assigned their highway names, with the format of the highway type ("US Route" or "NYS Route 97")
 - If a local name is already in use for a US or State Highway (e.g., Main ST), it can maintain the local name as it's official name. To avoid confusion, local names should only be assigned to US and State highways in towns where the highway appears to be and functions as a local road. Generally, the official highway name is preferred.
 - When neighboring towns agree to keep the same name of a road running between towns, the measuring and numbering should be consecutive.
 - Numbering along State Highways and US should follow the same rules for other named roads passing between towns. For long highways spanning many towns, it will not be practical to use sequential numbering for end to end. However, for a highway spanning just 2 or 3 towns the numbering will ideally be sequential for the full length of the highway to avoid any confusion between towns.
 - Many roads have alias names that they are known by. If desired, your GIS Contractor should be able to enter these aliases into the county's road dataset. However, every road must have a single, official name for Enhanced 9-1-1 purposes.
 - For roads that connect two other roads, but have a middle section that is little used or impassable (at least in winter) there are several options.
 - Driveways with 3 or more homes located off the same access drive should be given a Private Road name designation.
1. Assign a single name to the entire road and number the road sequentially starting at the more traveled end. This option is recommended when the middle section is passable and used most of the year.
 2. Assign different names to either end of the road and choose a point in the middle of the impassable section where the name changes. This option is appropriate only if the middle section is truly impassable. Each road's numbering would start from its intersecting road (where most or all traffic originates) and end at the middle point.
 3. Assign a single name to the road, but choose a point in the middle section where the road changes from "East" to "West" or from "North" to "South". For example, "East Burly Hill Road" and "West Burly Hill Road". These constitute two distinct numbering for each road would start at the intersecting road (where most or all traffic originates) and end at the middle point.
 4. Private Road naming must be chosen by either largest land owner along easement (driveway) or (and inside Bell County) a petition signed by the majority of owners located along easement (driveway). A Private Road name should be chosen by the owner/s that is not in use elsewhere in the county.
 5. Once a Private or County Road name has been assigned/chosen, a map requesting approval must be sent to the County Commissioner's Court and Judge. If located in Bell County notice must be sent to the County Engineer's Office as well for approval and sign placement and notification sent to the precinct Commissioner.

EXHIBIT 3 (continued)

Adopting and Standardizing a System for Addressing

Municipalities planning to commence an enhanced 9-1-1 project should establish a single locatable addressing system that is adopted for all addressing purposes including emergency service provision, postal delivery, municipal record keeping, and utility service orders.

5.28' Address Increment

NENA Standards recommend that communities adopt a 5.28' increment. This increment would allow for 1,000 unique numbered addresses per 1-mile length of road (there are 5,280 feet in a mile). This increment makes it very easy for an emergency service provider in the event of an emergency to look at the address and quickly figure out how far down the road the house is located. For example, if an ambulance were dispatched to 500 Alpine Lane (using a 5.28' address increment) the emergency vehicle would know to travel exactly one half mile down Alpine Lane to locate number 500. Similarly, if an emergency service provider is dispatched to 957 Alpine Lane, they would immediately know that they must travel just under a mile and look on the left side of the street for the emergency address site number 957. Obviously, this kind of addressing increment can save a great deal of time during an emergency situation.

Another benefit of the 5.28' increment is that structures can be assigned an address every 10.5' on each side of the driveway. Very few driveways, even in congested areas are located that close together. This means that many addressees are developed, mainly for navigational purposes, but also for future development needs of a community. Therefore, it is very important to select a numbering increment that not only supports your current addressing needs, but the future development needs of your community. If the appropriate measured numbering system is selected; a community will never need to be re-addressed to accommodate future development.

52.8' & 50' Address Increments

Although not generally recommended by NENA, these address increments are occasionally chosen to meet the specific needs of a community. Communities should be careful to ensure that this numbering increment meets both their present needs AND the needs they anticipate for future sub-division and development AND the needs of timely emergency response. Oftentimes the logic for utilizing the larger 50' increments is in consideration of more rural areas, where, in theory, the amount of development is expected to be far less than the urban areas. Therefore, in these rural areas it is oftentimes considered overkill to generate so many numbers. Unfortunately, when this larger increment is chosen, the easy address-based navigation is diminished by a less than quick to figure out math equation. In other words, it is much simpler to figure out that a house addressed utilizing the 5.28' increment and given the address 500 Alpine Lane is approximately one half mile down the road. It is not so easy to apply the same logic to a house addressed utilizing the 50' increment. Communities should very carefully consider what is gained in response time (since that is the point of re-addressing) by choosing a 50' or greater increment.

Evens on the Right - Odds on the Left

All structures should be numbered with even numbers on the right and odd numbers on the left. This parity should be strictly followed to aid in the efficient response of emergency crews. This parity sometimes becomes confusing in the case of a Cul-Du-Sac, circular streets, trailer parks, etc. Be sure your GIS Consultant has an automated system of checking the parity of each mapped and addressed structure. Without a built-in and digitally automated means of performing QA/QC on the address parity, the address data is bound to end up with parity errors.

EXHIBIT 3 (continued)

Addressing Standards

The following are recommendations to consider as county addressing standards. Each of these recommendations should be specifically looked at to see if they make sense in your county and if so, they should be implemented as part of your countywide addressing standards.

- Official street numbers should proceed from a logical point of origin and should be in proper numerical sequence in relation to other lots with frontage on the same street/road. It is recommended that a county adopt a standard numbering sequence that goes from East to West and South to North.
- Odd numbers should be assigned to left side of the street and even numbers should be assigned to the right side of the street.
- Address numbers should be assigned to all structures which are inhabited or which have or may have phone service (including telephone booths) and not to lots and parcels. Many lots have more than one structure and thus require more than one address.
- Corner lots should be assigned a number according to the frontage of the main entrance and/or where the driveway meets the road - **not** where the mailbox is located.
- The logical/grammatical order of address elements should follow USPS conventions: street number, pre-directional, primary street name, suffix, post-directional, and secondary number, if any (e.g., 100 W Main ST SE Apt 201).
- Multi-unit structures should be given one primary number (e.g., 101 Main ST or 103 Main ST) and apartments or suites should be given numbers or letters as secondary location indicators (e.g., 111 Main ST, APT A, or 111 Main ST, APT 101).
- Primary street numbers should not be longer than six characters.
- There should be **no** fractional addresses (e.g., 101 1/2 Main ST).
- Alphanumeric primary or secondary address numbers should not be used (e.g., EOI Main ST).
- Hyphenated primary or secondary address numbers should not be used (e.g., 41-65 Bell ST).
- Significant leading zeros in primary and secondary numbers should not be used (e.g., 0145 Main ST).
- One letter road names should not be used (e.g., B Street or Z Lane).
- Common practice is to number from east to west, and from south to north.
- Where one road starts and ends at points on a second road (creating a loop), the numbering along the two roads should be in the same direction.

Road Signs and Address Number Standards

Road Signs

Naming roads and mapping them is among the first steps in an addressing process. Placing road signs is one of the final tasks. To assist both emergency service personnel and the general public, signs must be visible and maintained. A frequent complaint about a road sign is that they are often hidden by tree branches. Annual trimming can eliminate this problem. *There are several varieties of signs that are suitable for public road use. The most common is the green background with reflective white lettering. However, regardless of color, the important issue is to ensure the letters are tall enough to be easily seen day or night.*

Sizes

Lettering on street name signs should be at least 4 inches high, supplementary lettering to indicate the type of street (e.g., Street, Avenue, Road, etc.) or section of city (e.g., NW) may be in smaller lettering, at least 2 inches high.

EXHIBIT 3 (continued)

For rural areas: Municipalities should use 9 inch high blade in lengths of 24, 30, 36, or 42 inches with 6 inch high letter for street names, 4 inches for other.

For urban areas: Municipalities should use 9 inch high blade in lengths of 24, 30, 36, or 42 inches with 4 inch high letter for street names, 3 inches for other.

Placement

In business districts and on principal arteries, Street Name signs should be placed at least on diagonally opposite corners so that they will be on the far right hand side of the intersection for traffic on the major street. They should be mounted with their faces parallel to the streets they name. In residential districts at least one Street Name sign should be mounted at each intersection. In rural districts signs should be placed to identify important roads not otherwise marked.

On intersection approaches a supplemental Street Name sign may be erected separately or below an intersection related warning sign. When combined with a yellow diamond sign, the color should be a black message on a yellow background. The preferred mounting method for street signs is post-top mounting brackets. Hardware for mounting signs to posts should be subsidiary to other items. The minimum vertical clearance should be 8 feet to the bottom of the sign for post-top mountings.

Materials

The most commonly used materials for blades is either extruded aluminum with a 0.25 inch flange thickness and 0.090 inch web (min.) or flat sheet aluminum with a minimum thickness of 0.125 inches. However, other materials can be used, if they achieve the same level of visibility.

Colors

The signs should have a reflectorized white or silver text (stick on reflective letters) on a reflectorized green background, the colors should conform with those found in standard color tolerance charts as approved by the U.S. Department of Transportation Federal Highway Administration.

Lettering

Letters and digits should conform to standard alphabets for highway signs printed by the federal highway administration. Conventional abbreviations are acceptable except for the street name itself. A symbol or letter designation may be included to identify the governmental jurisdiction. If used, the length of the designation should not exceed the height of the sign, and should be positioned to the left of the street name.

Displaying Address Numbers:

Structures in cities are much easier to mark than those in rural areas where the structures are often obscured by trees or are so far off the road as to not be visible. To ensure that all house numbers are visible, it may be necessary to make special provisions for posting numbers in rural areas. Listed below are recommended standards for displaying address numbers:

1. First preference should be to put a number on the front of every structure.
2. Mailboxes should be marked with the house number if the box is in front of and on the same side of the street as the house.
3. Where mailboxes are not in front of the house or structure to be marked, a number should be displayed on the structure, if it is visible from the road.
4. If the structure is not visible from the road and no mailbox is beside the driveway leading to the structure, a sign or number post should be erected to display the number. This sign or number post could display the number either vertically, from top to bottom, or horizontally.

EXHIBIT 3 (continued)

5. In areas of snowfall, it is very important that the structure number be placed high enough that it will not be obstructed by snow during an average winter.

Notification for new roads:

Once a name, whether private or county, has been established and approved. All emergency responding agencies should be sent a map showing location information, road name or number and coordinating addresses (if assigned) with the date of notification placed in the ArcGIS map data. A copy of the notification letter should be kept as well. The Post Office and Telephone Company that services the new road should be notified of its location and address ranges in addition.

Be Open to Hire a GIS Consultant

It is imperative that before you write a request for proposals (RFP) or begin the process of hiring a GIS Consultant to perform Addressing and Data Development, that the county have all standards outlined. Without identifying on a local level, which standards the county has chosen, you cannot hope to hold a GIS Consultant to any consistent set of rules. Once done it is important to look for a GIS Consultant that has a proven track record of completing large scale E-911 data development projects in a timely manner. **Check all consultant references carefully!!**

EXHIBIT 4

Deed for Property ID 20493

The State of Texas

County of Bell

Know all men by these presents, that we J.D. Crawford joined herein by his wife Allie Crawford of the City of Belton, County of Bell and State of Texas, for and in consideration of the sum of Two Hundred and Fifty Dollars in cash to us in hand paid by the Ex Confederate Association of Bell County, by and through its President H.M. Cook Esq. and also the sum of Two Hundred and Fifty Dollars in cash to us in hand paid by The Corporation of the City of Belton by and through its Mayor, D.A. Chamberlin Esq. the receipt of each of said two sums of money aggregating the sum of Five Hundred Dollars is hereby fully acknowledged and confessed to our satisfaction, have this day granted, bargained, sold, conveyed and delivered, and so by these presents grant, bargain, sell, transfer, convey and deliver unto the said H.M. Cook, as president of the Ex Confederate Association of Bell County, Texas, and to the said D.A. Chamberlin, as Mayor of the City of Belton, and to their successors in office respectively each an undivided one half interest in and to the following described tract on parcel of land situate, lying and being in the Corporate limits of the City of Belton, County of Bell and State of Texas, to wit: Block No. (25) twenty-five, in Lee's Addition to the Town of Belton, on the south side of Nolans Creek and being a part of the original survey in the name of M.F. Connell and containing two and one half acres, more or less and being to same conveyed to J.D. Crawford by M.R. Wiseman and wife by Deed dated Nov. 12th, 1883, and recorded in Vol. A7, pages 12, 13, & 14, Records of Bell Co. And for the further consideration that said property is to be held in Trust for the use of the said Bell County Ex Confederate Association so long as said association shall remain and maintain its organization. And said Association shall have the exclusive right to the use of said grounds for its Reunion purposes, and if at any time the said Bell County Ex Confederate Association shall cease to be an organization as it now exists (Exception being that said Organization may if deemed proper changes its name or title of officers and still be an Organization of Ex Confederates) then and in that event one half of said property shall be held in trust for all time to come for the use and benefit of the white citizens of the City of Belton, as a park, and if at any time the City of Belton should cease to be an incorporated City, then the same shall continue to be held in trust as above set forth by the County Judge of Bell County. And in consideration that no Deed of Trust, Mortgage, or other lien shall ever be given against said property, neither shall the same be sold for any debt or indebtedness of either said Ex Confederate Association or the City of Belton. But said property shall be used by the City of Belton and the said Ex Confederate Association as a park for their exclusive use and benefit and it is further understood that the said Bell County Ex Confederate Association shall have any and all revenue or any and all rents which may be derived from the same, and which shall be used to improve and decorate said grounds with and for reunion purposes only, and that the whole of said property shall be managed by and controlled exclusively by the Officers and Executive Committees of said Bell County Ex Confederate Association who shall let the City use the same for any and all public occasions not conflicting or to conflict with the Annual Reunion or other gatherings of said Ex Confederate Association, and said property nor any part thereof shall ever be sold without the full consent of both the City of Belton and said Ex Confederate Association.

EXHIBIT 4 (continued)

To have and to hold the above described premises together with all and singular the rights and appurtenances thereunto or in anywise belonging unto the said Bell County Ex Confederate Association by and through its President, and to the City of Belton by and through its Mayor, and their successors in office respectively, forever. And we do hereby bind ourselves, our heirs Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Bell County Ex Confederate Association and the City of Belton or their assigns against every person whosoever lawfully claiming the same or any part thereof.

Witness our hands this 2nd day of May, A.D. 1892.

J.D. Crawford
Allie Crawford

EXHIBIT 5

Deed for Property ID 20493

The State of Texas }
County of Bell } Know all men by these Presents,
That we J. D. Crawford joined herein by
his wife Allie Crawford of the City of
Belton, County of Bell and State of Texas, for and in consid-
eration of the sum of Two Hundred and Fifty Dollars in cash
to us in hand paid by The Ex Confederate Association of Bell
County, by and through its President H. M. Cook Esq. and
also the sum of Two Hundred and Fifty Dollars in cash to
us in hand paid by The Corporation of the City of Belton, by
and through its Mayor, D. A. Chamberlain Esq. the receipt of
each of said two sums of money aggregating the sum of Four
Hundred Dollars is hereby fully acknowledged and confessed
to our satisfaction, and this day granted, bargained, sold,
conveyed and delivered, and do by these presents grant, bar-
gain, sell, transfer, convey and deliver unto the said H. M.
Cook, as president of The Ex Confederate Association of Bell
County, Texas, and to the said D. A. Chamberlain, as Mayor

of the City of Belton, and to their successors in office respectively,
each an undivided one half interest in and to the following de-
scribed tract or parcel of land situate, lying and being in the
Corporate limits of the City of Belton, County of Bell and State
of Texas, to wit: Block No. (25) Twenty five, in Lee's Addition
to the Town of Belton, on the South side of Nolana Creek, and
being a part of the original survey in the name of M. A. Bonnell
and containing two and one half acres more or less, and be-
ing the same conveyed to J. D. Crawford by M. A. Wiseman wife
by deed dated Nov. 12th 1883, and recorded in Vol. 47, pages
12, 13 & 14 Records of Bell Co. And for the further consideration
that said property is to be held in trust for the use of the
said Bell County Ex Confederate Association so long as said
association shall remain and maintain its organization.
And said Association shall have the exclusive right to the
use of said grounds for its Reunion purposes, and if at
any time the said Bell County Ex Confederate Association
shall cease to be an organization as it now exists (Except-
ing that said Organization may if deemed proper change
its name or title of officers and still be an organization
of Ex Confederates) then and in that event one half of
said property shall be held in trust for all time to come

EXHIBIT 5 (continued)

Deed for Property ID 20493

for the use and benefit of the white citizens of the City of Belton, as a park, and if at any time the City of Belton should cease to be an incorporated City, then the same shall continue to be held in trust as above set forth by the County Judge of Bell County. And in consideration that no deed of trust, mortgage, or other lien shall ever be given against said property, neither shall the same be sold for any debt or indebtedness of either said Ex Confederate Association or the City of Belton. But said property shall be used by the City of Belton and the said Ex Confederate Association as a park for their exclusive use and benefit. And it is further understood that the said Bell County Ex Confederate Association shall have any and all revenue on any and all rents which may be derived from the same, and which shall be used to improve and decorate said grounds with and for reunion purposes only, and that the whole of said property shall be managed and controlled exclusively by the Officers and Executive Committee of said Bell County Ex Confederate Association who shall let the City use the same for any and all public occasions not conflicting or to conflict with the Annual Reunions or other gatherings of said Ex Confederate Association, and said property nor any part thereof shall ever be sold without the full consent of both the City of Belton & said Ex Confederate Association.

I have and to hold the above described premises together with all and singular the rights and appurtenances

thereunto or in anywise belonging unto the said Bell County Ex Confederate Association by and through its President, and to the City of Belton by and through its Mayor, and their successors in office, respectively, forever. And we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Bell County Ex Confederate Association and the City of Belton or their assigns against every person whomsoever lawfully claiming the same or any part thereof.

Witness our hands this 25th day of May, A. D. 1892,

J. S. Crawford.
Willie Crawford.

EXHIBIT 6

BELTON CULTURAL AND HISTORICAL RESOURCES

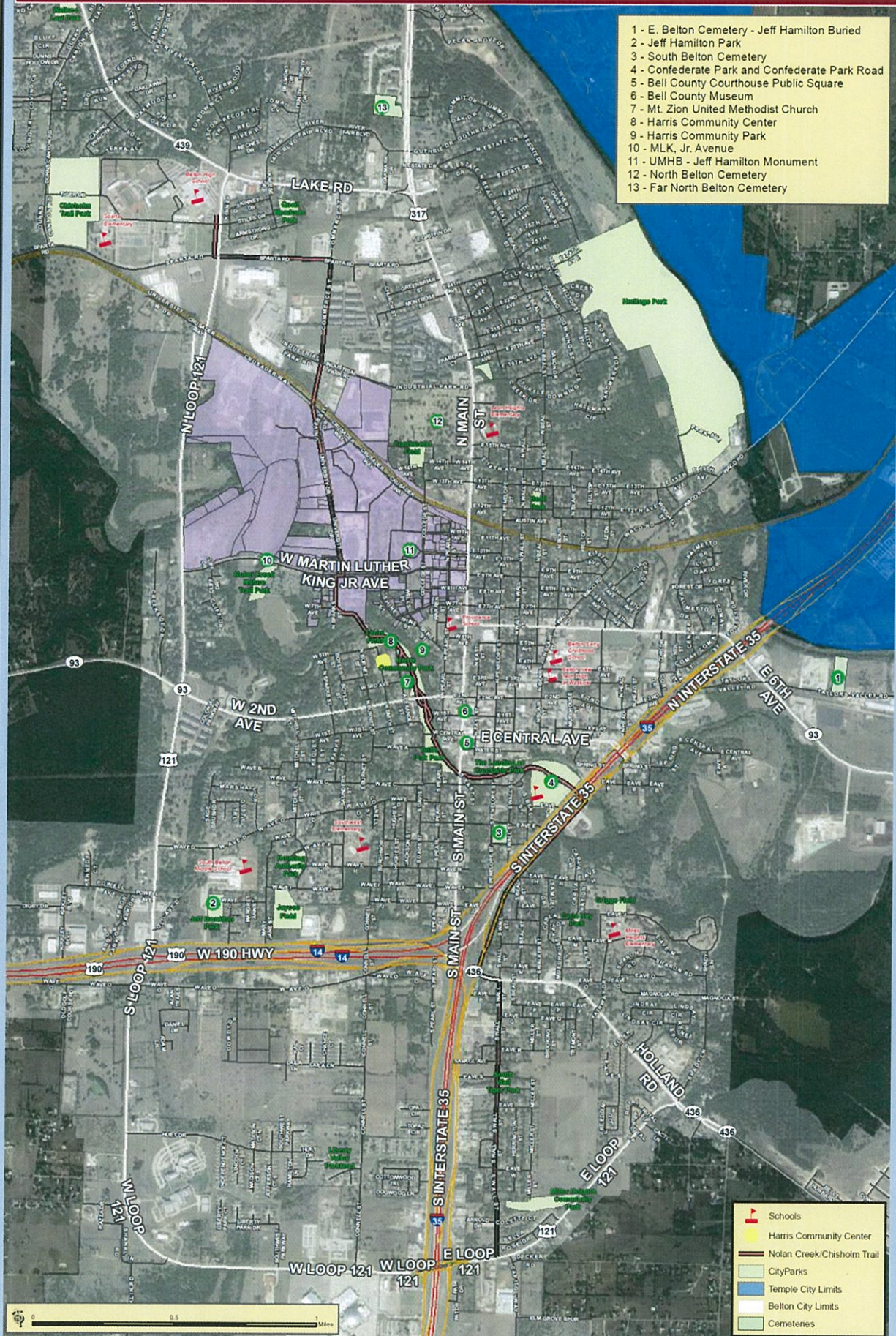


EXHIBIT 7

