



CITY OF BELTON

**City Council Workshop Meeting Agenda
Tuesday, October 31, 2017 - 4:00 p.m.
Wright Room, Harris Community Center
401 N. Alexander, Belton, Texas**

1. Call to order.

Executive Session

2. Executive Session pursuant to the provisions of the Texas Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, to discuss real estate transaction.
3. Adjourn.



CITY OF BELTON

**City Council Special Meeting Agenda
Tuesday, October 31, 2017 - 5:30 p.m.
Wright Room, Harris Community Center
401 N. Alexander, Belton, Texas**

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Director of Finance Brandon Bozon.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Councilmember Paul Sanderford.

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

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

1. Call to order.
2. Public Comments.

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

Growth Management

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

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

4. Adjourn.



CITY OF BELTON

OFFICE OF THE CITY MANAGER

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401 N. Alexander, Belton, Texas**

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See Staff Report from City Manager Sam Listi. Recommend receiving the presentation and then conducting the second public hearing. No additional action is required of the Council at this meeting.

4. Adjourn.

Staff Report – City Council Agenda Item



Agenda Item #3

Conduct second annexation public hearing and present Municipal Services Plans for four (4) areas for possible annexation into the City of Belton, including:

Area 1	10.96 acres, located on the east side of Toll Bridge Road, generally between Shanklin Road and the Lampasas River, in the 5000 block of Toll Bridge Road.
Area 2	845.47 acres, located generally west of IH-35, east of Rocking M Lane, south of Auction Barn Road, and north of the Lampasas River.
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Originating Department

Administration – Sam A. Listi, City Manager

Summary Information

This is the second of two required public hearings regarding consideration of these four (4) areas for possible annexation.

The development of a Growth Management Strategy, which evaluates annexation priorities, is a goal in Belton's Strategic Plan. This evaluation process began earlier this year on September 19, 2017, with a bus tour of possible annexation areas and approval of a Resolution (2017-26-R) reiterating Belton's Growth Management Framework, which was adopted by the Council on June 28, 2016. The Framework identified strategies to guide the study of annexation, including:

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

Resolution 2017-26-R directed preparation of a Growth Management Study to help the Council evaluate if annexation may be appropriate, preparation of Service Plans, and set public hearings for October 24th and 31st. In response, City staff prepared a tract by tract analysis which was presented to Council on September 26th.

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

Commitment to the following Capital Improvement Plan project is identified in Plans for Study Areas 1-3, and it will be completed within 2½ years, by June 30, 2020. Area 4 is in the CCN of Dog Ridge Water Supply Corporation (DRWSC).

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

A number of properties located within Annexation Study Areas 2-4 are eligible for Non-Annexation Development Agreements, which may defer annexation for a specified term, if the owners desire and agree not to develop. Those documents were sent to owners on October 25th, and we will be meeting with them to discuss Agreement terms. Property owner decisions have been requested by November 9, 2017, in order for the Council to be prepared to make a determination of appropriate annexation boundaries by the scheduled first reading of annexation ordinances on November 21, 2017.

On October 16, 2017, the BISD Board of Trustees approved a petition seeking voluntary annexation of its 41.08 acre tract located on the east side of Shanklin Road, south of Loop 121.

Fiscal Impact

The potential fiscal impacts associated with the annexation of each tract were discussed when the Growth Management Study was presented to Council on September 26, 2017. There are no fiscal impacts with this step of conducting a public hearing concerning annexation.

Recommendation

Conduct the second required annexation public hearings and present Municipal Services Plans for four areas.

No other City Council action is required following presentation of Municipal Services Plans and conducting the second public hearing. The attached Annexation Schedule outlines the next steps in the process. The November 21st meeting will involve consideration of:

- Approval of Non-Annexation Development Agreements; and
- First Reading of an Annexation Ordinance

Final Council action on annexation is anticipated on November 28, 2017.

Attachments

Overall Annexation Map – Areas 1-4

Municipal Services Plan Overview

Individual Municipal Services Plans/Aerial Maps/Surveys/ Ownership Lists for Areas 1-4

Municipal Services Cost Summary

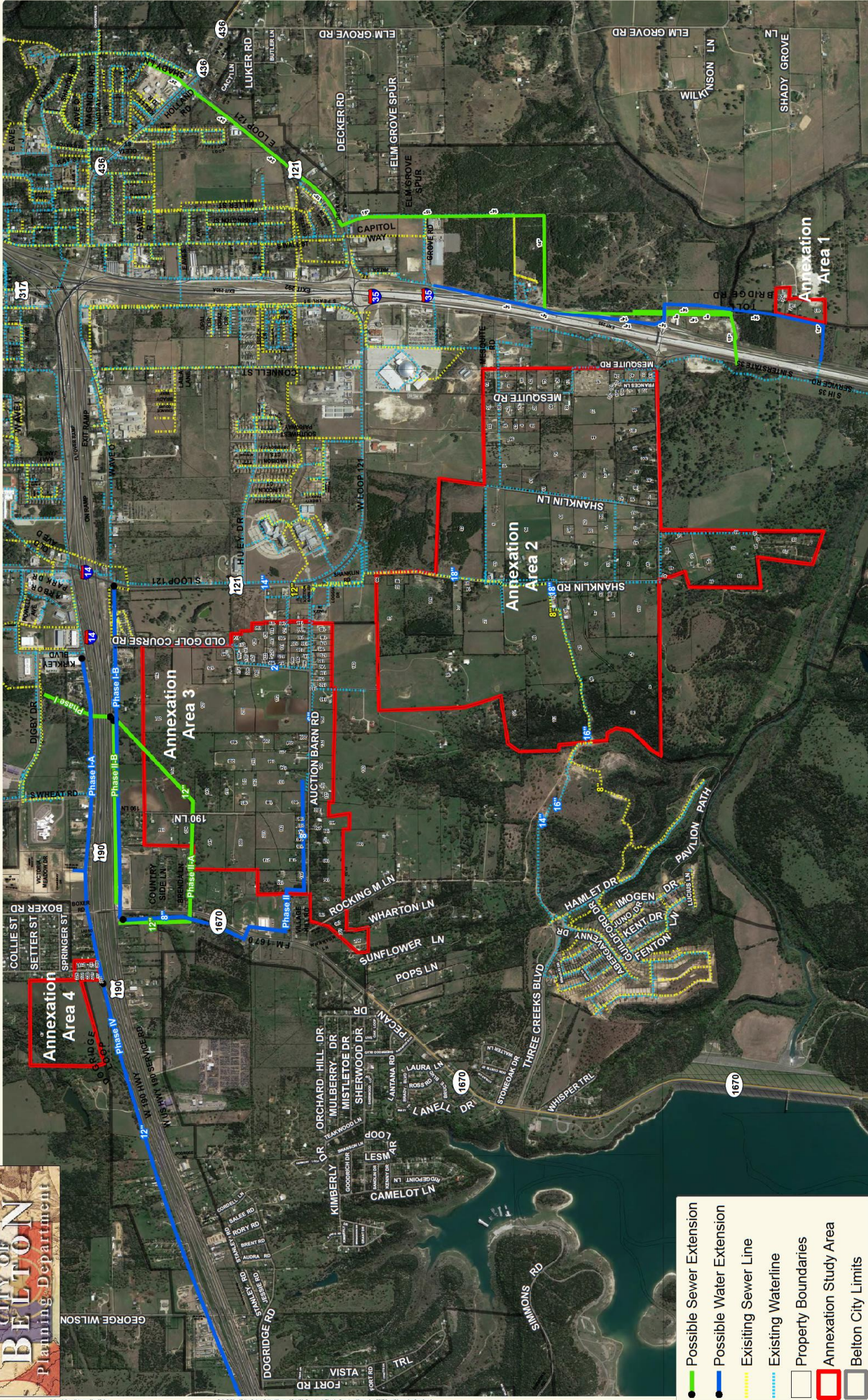
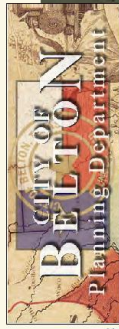
Proposed Development Agreement/Affidavit

2017 Annexation Schedule

BISD Annexation Petition

2017-26-R Growth Management Study

Area 1 - 10.96 Acres // Area 2 - 845.47 Acres // Area 3 - 455.08 Acres // Area 4 - 56.32 Acres



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

City of Belton

2017 Growth Management Study

Municipal Services Plan Overview

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

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

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

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

AREA 1

CITY OF BELTON MUNICIPAL SERVICES PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Construction of Capital Improvements to Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.
2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2020. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

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

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

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

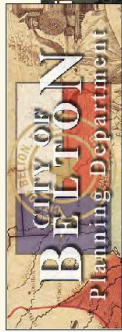
Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

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

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

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

Area 1 - 10.96 Acres



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

Map Date: 10/17/2017

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

ANNEXATION STUDY 2017

ANNEXATION AREA I

10.96 ACRES

FELIPPI MADRIGAL SURVEY, ABSTRACT 354
FOR THE CITY OF BELTON, TEXAS.

CALLED 26.88 ACRES
18K PROPERTY
MANAGEMENT, LTD.
Vol. 4651, Pg. 831

LAURA ALFORD
5211 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 55.20 ACRES
Vol. 5065, Pg. 11

TAX ID NO. 472420
LONDON ALFORD and wife,
MARTHA ALFORD
5235 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 2.68 ACRES
Doc. No. 2016-00047255

TAX ID NO. 475240
ERNEST MADE MARKHAM
5530 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 2.428 ACRES
Doc. No. 2017-00020926

JERRY L. HERCK and wife,
LLAINE S. HERCK
13480 BLACKBERRY ROAD
SALADO, TEXAS 76571
CALLED 14.71 ACRES
Doc. No. 2015-0004740

LAURA ALFORD
5211 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 55.20 ACRES
Vol. 5065, Pg. 11

TAX ID NO. 420157
JAMES M. KINKAD and wife,
DOLORES D. KINKAD
5355 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
REMANINDER OF CALLED 1.18 ACRES
Doc. No. 2004-00048858

5/8" Iron Rod Found
POINT OF BEGINNING
Texas State Plane,
Texas Central Zone,
NAD83
Grid Coordinates
N: 254136.35
E: 5188691.41

ALTON L. SHEPPARD, JR. and
wife, ELIZABETH SHEPPARD
PO BOX 681
BELTON, TEXAS 76513
CALLED 1.28 ACRES
Vol. 2554, Pg. 411

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

This document was prepared under 22 TAC 663.2, does not reflect
the results of an on the ground survey, and is not to be used to
convey or establish interests in real property except those rights
and interests implied or established by the creation or
reconfiguration of the political subdivision for which it was prepared.

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

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



Tx. Firm No. 10023600
200 South 21st Street
Temple, Texas 76781
254-716-2212, 254-716-2213, 254-716-2214
Fax: 254-714-1618



Handwritten signature: Lucko

Scale: 1" = 20'
Job No.: 10941
Dwg No.:
10841-ANNEXATION AREA I
Drawn by: SLN
Surveyor: CCL #1636
Copyright 2017 All County Surveying, Inc.

Plot Number: 10-1-2217

AREA 2

CITY OF BELTON MUNICIPAL SERVICES PLAN

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- (4) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners association and as such be maintained by the responsible party.

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

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

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

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

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

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.
2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2020. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

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

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

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

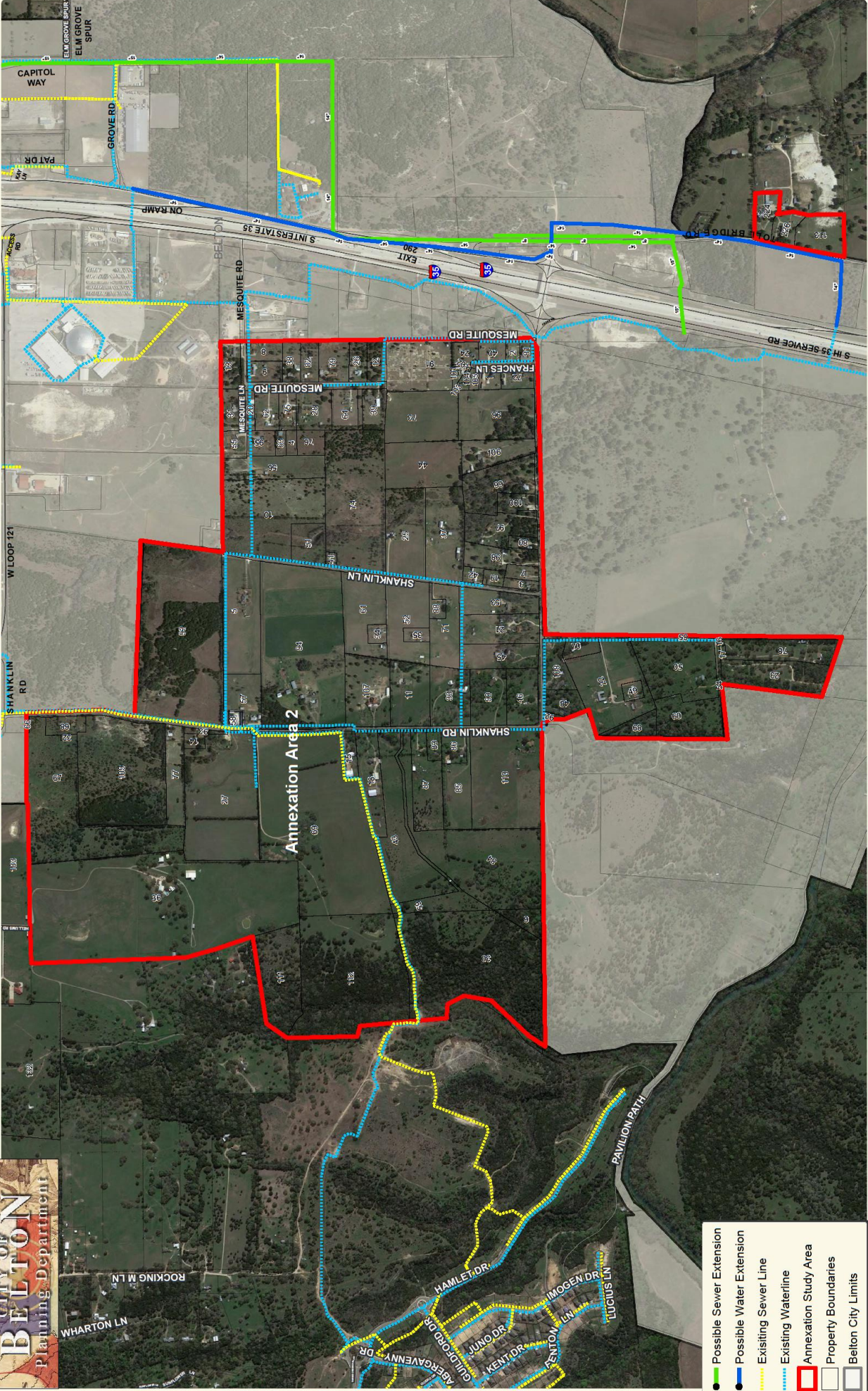
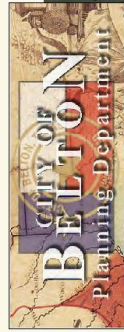
Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

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

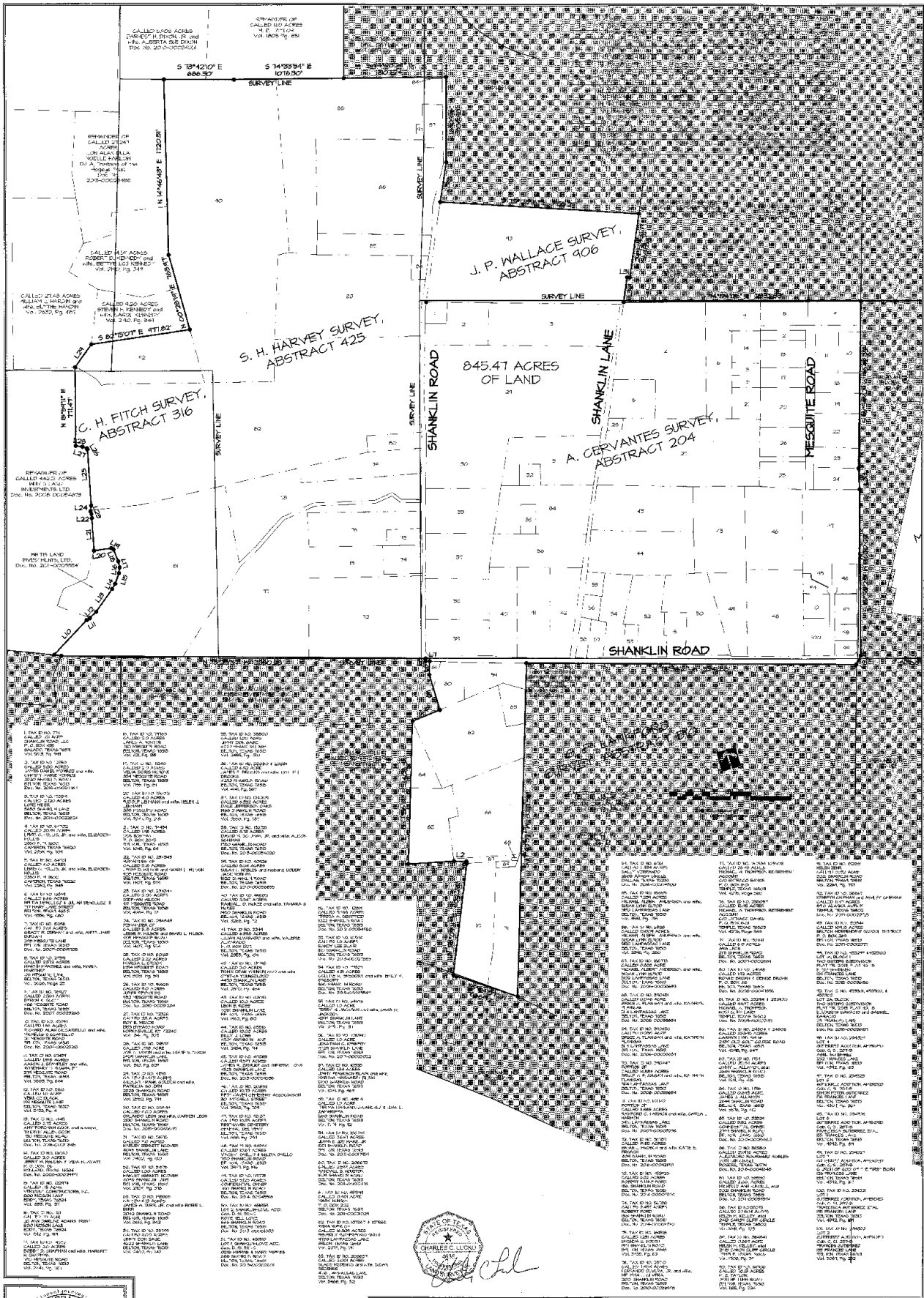
Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

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

Area 2 - 845.47 Acres



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



NOTE - SHANKLIN 845.47 ACRES PROPERTY THAT IS CURRENTLY INSIDE THE CITY LIMITS OF THE CITY OF BELTON, TEXAS.

This document was prepared under 22 TAC 065.02, does not reflect the results of an "as is" or "as shown" survey. It is intended for use as a reference only and does not constitute a warranty of any kind. The City of Belton, Texas, is not responsible for any errors or omissions in this document.

No information contained herein was provided by the Tax Appraisal District of Belton, Texas.

This plat is to accompany a description of the herein shown 845.47 acre tract.

ANNEXATION STUDY 2017

ANNEXATION AREA 2 - 845.47 ACRES

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

Scale: 1" = 400'

Job No. 10017

Dwg. No. 10017-ANNEXATION AREA 2

Drawn by: G. L. BROWN

Surveyed by: G. L. BROWN

Copyright 2017 G. L. Brown, Surveying, Inc.

AREA 3

CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of 455.08 acres, located generally south of US 190 (IH-14), east of FM 1670, west of Golf Course Road, and along both sides of Auction Barn Road.

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

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

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

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

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

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

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

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

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

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

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

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

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

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

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

Water Service/Distribution. The area proposed for annexation is located within the certificated area of two water districts: the City of Belton is responsible for water service in the eastern two-thirds of the area, and the Dog Ridge Water Supply Corporation is responsible for water service on the western one-third of the area. Water service, by DRWSC or the City of Belton, will be subject to regulation by the City of Belton as it relates to development standards and design requirements in the City's subdivision regulations in effect at the time of installation. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

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

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

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

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

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

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.
2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2020. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

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

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

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

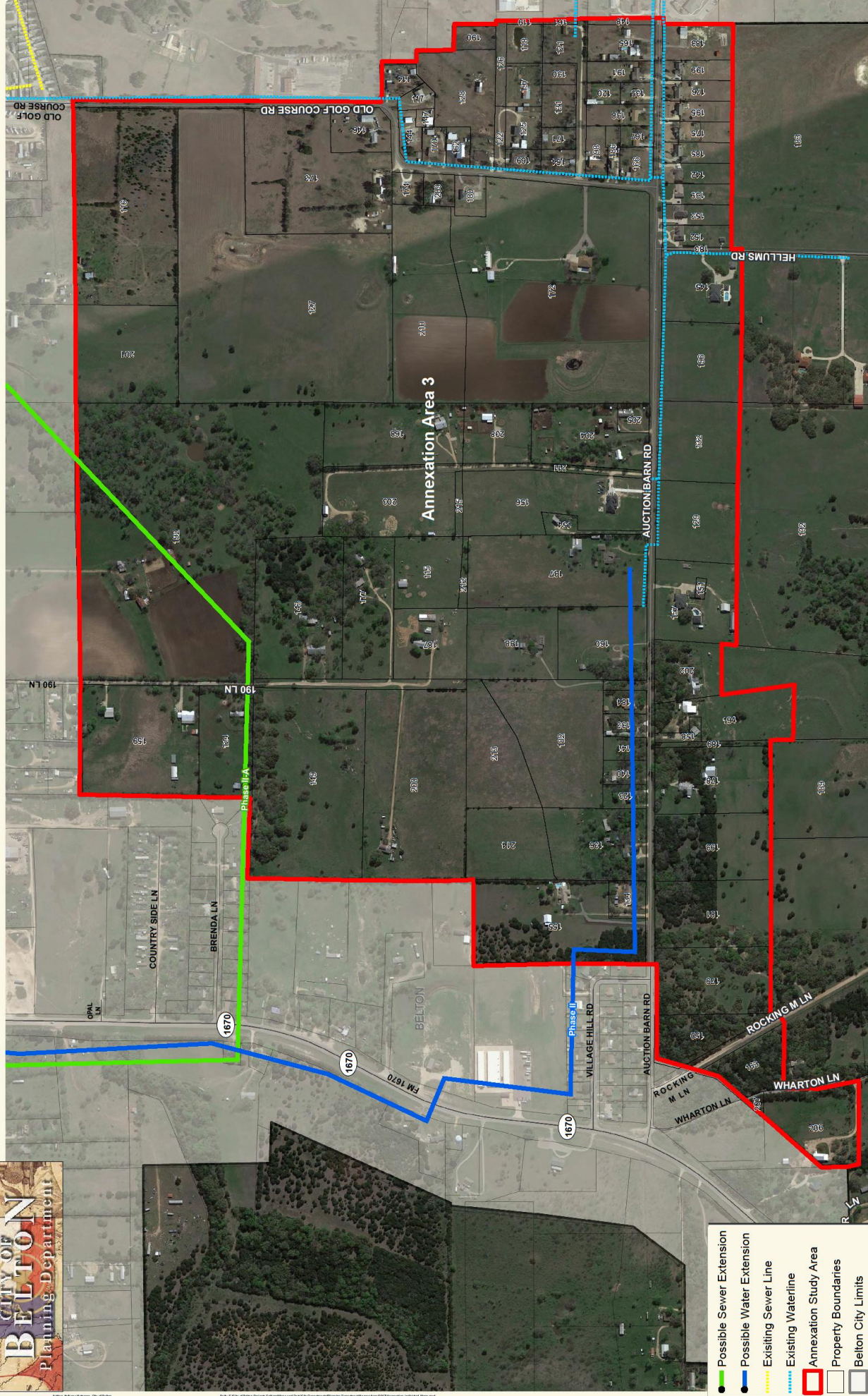
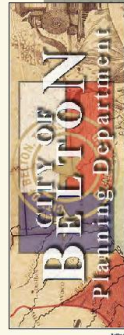
Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

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

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

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

Area 3 - 455.08 Acres



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



Map Date: 10/11/2017

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

[illegible]

**CITY OF BELTON
MUNICIPAL SERVICES PLAN**

The area proposed for annexation consists of 56.32 acres, located generally north of US 190 (IH-14), west of Boxer Road, northwest of the intersection of US 190/Airdale Road, and along both sides of Airdale Road south of Springer Street.

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

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

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Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

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

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

Water Service/Distribution. The area proposed for annexation is located within the certificated area of the Dog Ridge Water Supply Corporation. Water service, by Dog Ridge Water Supply Corporation will be subject to regulation by the City of Belton as it relates to development standards and design requirements in the City's subdivision regulations.

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

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2. Water/Wastewater Facilities. No capital improvements are planned in the Dog Ridge Water Supply Corporation CCN.

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

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

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

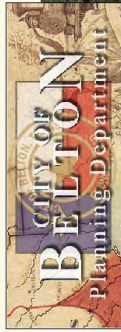
Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

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

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

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

Area 4 - 56.32 Acres



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

Municipal Services Cost Summary Annexation Areas 1-4 2017 Annexation Study

This Municipal Services Cost Summary has been prepared to provide the Council with additional background information on costs for services associated with annexation of Areas 1-4 – if annexed in their entirety. It is recognized some of the property owners located within the annexation study areas may exercise their right to execute a Non-Annexation Development Agreement which would affect any final annexation area boundary, and therefore cost for services. Nevertheless, this Cost Summary will present prospective costs assuming each annexation study area is annexed in its entirety. Later, with boundary adjustments, the Cost Summary may be modified as needed. Identified prospective costs will address 1) Operations/Typical Maintenance; 2) Major Main-tenance; and 3) Capital Projects.

Area 1

1. Operations /Typical Maintenance

STREETS – Toll Bridge Road (0.2 mi.)

- | | |
|--|------------|
| a) Street lighting and street signage (PW) | minimal \$ |
| b) Street ROW maintenance (Parks) | minimal \$ |

2. Major Maintenance

STREETS – Toll Bridge Road

- a) No immediate requirement.

3. Capital Projects

STREETS – Toll Bridge Road

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

Area 2

1. Operations /Typical Maintenance

STREETS

- | | |
|--|-------------|
| a) Lampasas Ln. (0.4 mi) – pothole repair (PW) | \$2,000/yr. |
| b) Street Lighting – 10 lights (PW) | \$3,000/yr. |
| c) Street Signs – (PW) – initial sign cost | \$2,000 |
| d) Brush Collection – some impact to brush routes, vehicles (PW) | TBD |
| e) Additional Street Maintenance (Parks) – see <u>Summary</u> on pg. 3 | TBD |

2. Major Maintenance – (Estimates for Years 3-5)

STREETS

	(O/L = overlay)
a) Shanklin Rd. (1.7 mi) – (PW)	HMAC O/L \$225,000
b) Shanklin Ln. (0.7 mi) – (PW)	HMAC O/L \$ 93,000
c) Mesquite Ln./Rd. north of Resthaven Cemetery (0.48 mi) – (PW)	HMAC O/L \$ 64,000
d) Frances Ln. – OK	
e) Mesquite Rd. – south of Resthaven Cemetery – private	

3. Capital Projects

STREETS

- a) No immediate requirement. Reconstruction of existing streets will occur in conjunction with future development.
- b) Three Creeks Blvd./Extension to Shanklin Rd. (comparisons to MLK Project) \$5-7M
(very rough estimate)
 - Street distance: 3,400' (MLK: 2,963')
 - Bridge length: 320' (MLK: 416')
 - 2 lane street, except over bridge (similar to MLK - construction cost of \$5M)

Area 3

1. Operations /Typical Maintenance

STREETS

- a) Rocking M Ln. – Currently Private road. After dedication to City in late 2018 per MUD Agreement, the proposed double chip seal surface will require some maintenance. \$5,000/yr.
- b) 190 Ln. (0.5 mi) – (PW) pothole maintenance \$2,000/yr.
- c) Street Lighting – 7 lights – (PW) \$2,000/yr.
- d) Street Signs – (PW) – initial sign cost \$1,500
- e) Brush Collection – some impact to brush routes, vehicles (PW) TBD
- f) Additional Street Maintenance (Parks) – see Summary on pg. 3 TBD

2. Major Maintenance – (Estimates for Years 3-5)

STREETS

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

3. Capital Projects – (After 5 years and only if needed)

STREETS

- a) Auction Barn Road widening and reconstruction, if needed \$500,000

Area 4

1. Operations /Typical Maintenance

STREETS

- | | |
|----------------------------|------------|
| a) Airdale (0.1 mi) – (PW) | minimal \$ |
| b) Street Lighting – (PW) | minimal \$ |
| c) Street Signs – (PW) | minimal \$ |
| d) Street ROW (Parks) | minimal \$ |

2. Major Maintenance – (Estimates for Years 3-5)

STREETS

- | | | |
|----------------------------|----------|-----------|
| a) Airdale (0.1 mi) – (PW) | HMAC O/L | \$ 14,000 |
|----------------------------|----------|-----------|

3. Capital Projects

STREETS – Airdale Road

- a) No immediate requirement.

Summary

As with any annexation, there will be some costs associated with extensions of City services to these areas. Most costs for Operations/Maintenance for street signage, street lighting and street ROW maintenance are minimal, and, in the end, will depend on the amount of area finally annexed. Major Maintenance Costs begin after five years, and involve principally HMAC street overlay costs. Boundary adjustments will reduce these costs as well. Regarding Capital Costs, while no timeframe is specified since it will be a function of future development activity level, the Three Creeks extension to Shanklin Road is initially projected at \$5-7M, but final design or alternative routes may reduce that cost to provide area circulation.

The Parks Department has indicated that if all four areas are annexed in their entirety, Street ROW Maintenance Staff will require the reclassification of one current half time employee to a full time employee at an estimated cost of \$20,000.

STATE OF TEXAS §

COUNTY OF BELL §

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

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

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

Geographic ID #	Property ID #

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) This section acknowledges the provision of §232.0015(e), Exception to Plat Requirements, which will not require a plat if property is sold, given, or otherwise transferred to an individual who is related to the owner within the 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 **TBD** years from the date that the City Manager's signature to this Agreement is acknowledged by a notary public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Entered into this ____ day of _____, 20____.

Property Owners

Signature
Printed Name: _____

Signature
Printed Name: _____

Signature
Printed Name: _____

Signature
Printed Name: _____

City of Belton, Texas

Sam A. Listi
City Manager

ATTEST:

Approved as to form:

Amy Casey
City Clerk

John Messer
City Attorney

THE STATE OF TEXAS §

COUNTY OF BELL §

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

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on _____ the day of _____,
20____, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on _____ the day of _____,
20____, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on _____ the day of _____,
20____, by _____, Owner.

Notary Public, State of Texas

Affidavit of Tax Appraisal Status and Current Uses

_____ appeared in person before me today and stated under oath:

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

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

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

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

Executed on this _____ day of _____, 20_____.

Property Owner

Signature

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, Owner.

Notary Public, State of Texas

Involuntary Annexation

SCHEDULE FOR EXEMPT ANNEXATION WITHIN CITY LIMITS

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 19, 2017	COUNCIL BY WRITTEN RESOLUTION (1) sets Public Hearings for October 24, 2017 and October 31, 2017 ; and (2) Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
September 22, 2017 last workday	Last day to provide written notice to each property owner and public entity.	Before 30th day before first public hearing. Loc. Gov't Code, §43.062.
September 26, 2017	Receive Growth Management Study	
October 12, 2017 Publish notice of 1st Public Hearing (1 time)	NEWSPAPER NOTICE RE: 1ST PUBLIC HEARING; (If applicable, Notice to Railroad) SCHOOL DISTRICT NOTICE (notify each school district of possible impact) (NOTICE on WEB to remain through process)	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
October 19, 2017 Publish notice of 2nd Public Hearing (1 time)	NEWSPAPER NOTICE RE: 2ND PUBLIC HEARING	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063 (c).
October 23, 2017 Ten days after the date the 1st Public Hearing notice is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
October 24, 2017 Regular Meeting	1ST PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance.)	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
October 31, 2017 Special Meeting	2ND PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.)	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063 (a).
Institution Date November 21, 2017 Special Meeting	FIRST READING OF ORDINANCE	Date of institution of proceedings. Not less than 20 days from the 2nd public hearing nor more than 40 days from the 1st public hearing.
November 28, 2017 Regular Meeting	SECOND-FINAL READING OF ORDINANCE	Not more than 90 days after 1st reading of Ordinance § 43.064
Within 30 days from receipt of Preclearance	PROVIDE DOCUMENTS AND MAPS TO COUNTY CLERK	Loc. Gov't Code §41.0015 (a)

BELTON INDEPENDENT SCHOOL DISTRICT PETITION
REQUESTING ANNEXATION BY THE
CITY OF BELTON, TEXAS

TO THE MAYOR OF THE GOVERNING BODY OF BELTON, TEXAS:

The Board of Trustees of the Belton Independent School District, owner of the hereinafter described tract of land, which is vacant and without residents, hereby petitions your honorable Body to extend the present City limits so as to include as a part of the City of Belton, Texas, the following described territory, to wit:

41.08 Acres, more or less, out of the James P. Wallace Survey, Abstract 906 in Bell County, Texas, being part of a tract described as 109.18 acres more particularly described by metes and bounds in Exhibit "A" attached hereto.

We certify that the above described tract of land is contiguous and adjacent to the City of Belton, Texas, and is not more than one-half mile in width in accordance with *Texas Local Government Code* §43.028.

SIGNED AND ACKNOWLEDGED this 16th day of October, 2017.

BELTON INDEPENDENT SCHOOL DISTRICT

BY: 
Randy Pittenger
President, Belton ISD Board of Trustees

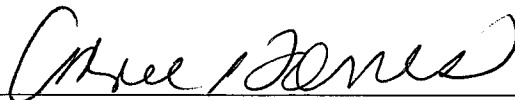
THE STATE OF TEXAS §

COUNTY OF BELL §

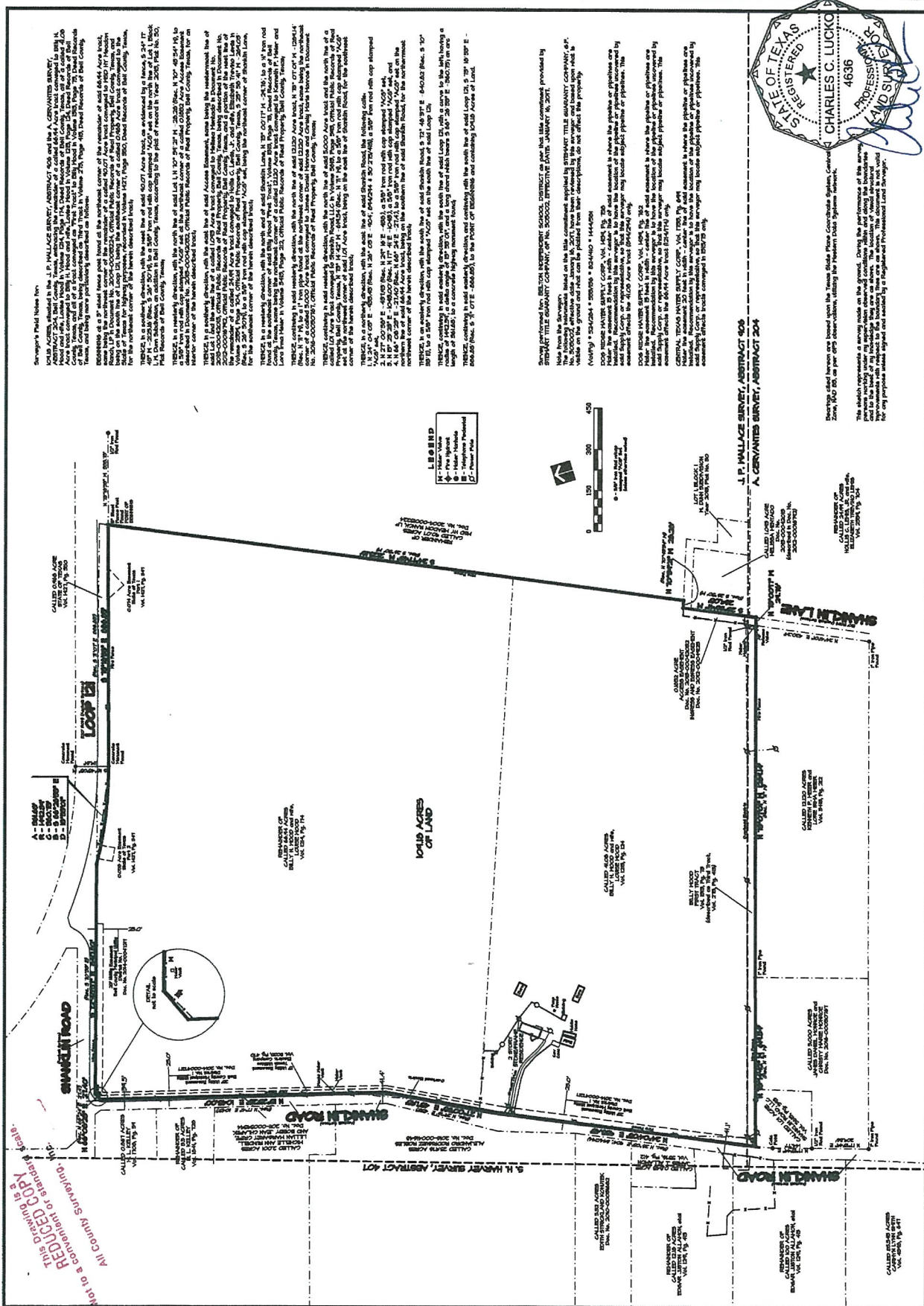
BEFORE ME, the undersigned authority, on this day personally appeared Randy Pittenger, President, Belton Independent School District Board of Trustees, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16th day of October, 2017.





Notary Public
State of Texas



**PETITION REQUESTING ANNEXATION INTO THE CITY OF BELTON
PURSUANT TO § 43.028 OF THE LOCAL GOVERNMENT CODE.**

STATE OF TEXAS §
COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared James M. Kincaid and Dolores D. Kincaid, personally known to me to be the persons whose names are subscribed hereto and upon oath depose and say the following:

1. We are James M. Kincaid and Dolores D. Kincaid and we are the sole owners of the tracts of land that are described on Exhibit "A", which is attached to this petition and is incorporated herein for all purposes;
2. We respectfully petition and request the honorable City Council of the City of Belton to annex the area described on Exhibit "A" into the City of Belton, Bell County, Texas;
3. We declare that the tracts to be annexed are one-half mile or less in width;
4. We declare that the tracts to be annexed are currently contiguous to the City of Belton municipal boundary; and

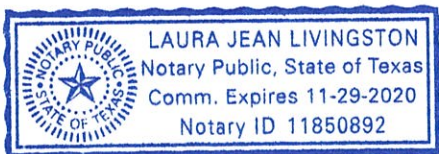
Signed this 4th day of May, 2017.

James M. Kincaid
Dolores D. Kincaid

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 4th day of May, 2017, by James Kincaid.

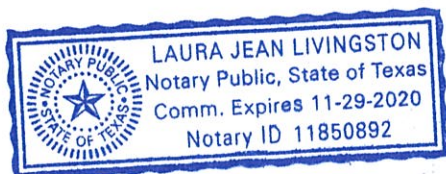


Laura Jean Livingston
NOTARY PUBLIC, STATE OF TEXAS

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 4th day of May,
2017, by Dolores Kincaid.



Laura Jean Livingston
NOTARY PUBLIC, STATE OF TEXAS

RESOLUTION NO. 2017-26-R

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

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

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

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

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

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

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

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


Part 1: Findings.

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

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

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

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



Marion Grayson, Mayor

ATTEST:



Amy M. Casey, City Clerk

EXHIBIT "A"

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

Involuntary Annexation

SCHEDULE FOR EXEMPT ANNEXATION WITHIN CITY LIMITS

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