



**SPECIAL CALLED MEETING AND WORKSHOP OF THE  
SALADO BOARD OF ALDERMEN**

**CALLED MEETING AND WORKSHOP AGENDA**

**6:30 P.M., THURSDAY, DECEMBER 10, 2015  
BOARD OF ALDERMEN CHAMBERS  
MUNICIPAL BUILDING  
301 NORTH STAGECOACH, SALADO, TX**

**I. CALL TO ORDER**

1. Invocation/Moment of Silence
2. Pledge of Allegiance, Texas Pledge of Allegiance

(“Honor the Texas flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible.”)

**II. PROCLAMATIONS / SPECIAL RECOGNITION**

- Salado High School student volunteer workday, coordinated by Keep Salado Beautiful, Inc., at the Municipal Building and Chamber of Commerce.
- Keep Salado Beautiful, Inc. for its efforts to beautify the Village through its installation of a Native Garden at College Hill with the assistance of the Native Garden Grant from Keep Texas Beautiful, Keep America Beautiful, and Lowe’s.

**III. PUBLIC COMMENTS**

3. Citizens who desire to address the Board of Aldermen on any matter may sign up to do so prior to this meeting. Public comments on issues not listed on the agenda will be received during this portion of the meeting. Comments related to items on the agenda will be received during consideration of the individual agenda item. Please limit comments to 3 minutes. No discussion or final action will be taken by the Board of Aldermen. Citizens should give their completed form to the Village Secretary prior to the start of the meeting.

**IV. REPORTS**

Mayor’s Report

Departmental Reports:

- Police Department Report, Chief Jack Hensley

- Fire Department Report, Chief Shane Berrier
- Chamber of Commerce/Tourism Bureau Report, Executive Director Mary Poche'

#### Village Administrator's Report

### V. CONSENT AGENDA

All items listed under this section, Consent Agenda, are considered to be routine by the Board of Aldermen and may be enacted by one motion. If discussion is desired by the Board of Aldermen, any item may be removed from the Consent Agenda at the request of an Alderman and will be considered separately.

4. Consider approving the Consent Agenda items:
  - a. Minutes, November 19, 2015, Regular Meeting
  - b. Resolution (R-2015-129) supporting the Ultra 520K Texas three-day endurance race in and around Salado.
  - c. Contract with Baylor Scott & White Health Plan for employee health coverage.
  - d. Authorize the position of Business Operations Administrator as a permanent part-time position in the Department of Chamber of Commerce and Tourism Bureau.
  - e. Agreement with Pape-Dawson Engineers for reimbursement or payment of expenses for engineering and surveyor services for the Village Wastewater Services Improvement Project in an amount not to exceed \$98,000
  - f. Services Agreement with James Construction Group, LLC, for reimbursement of Village costs associated with providing school-related traffic control services on and around the I-35 reconstruction project.
  - g. Agreement with Ron Carroll Surveyors for completion of certain surveying services for the Village Wastewater Services Improvement Project in an amount not to exceed \$10,000.

### VI. REGULAR SESSION

5. Presentation, discussion, and possible action on reconsideration of a variance to Section 4.2b, Protection of Drainage and Creek Areas, of the Subdivision Ordinance in accordance with Ordinance 2008-20 Flood Damage Prevention Ordinance, Section 4D Variance Procedures, for the Creekside Meadow subdivision.
6. Hold a Public Hearing and consider adopting a Resolution (R-2015-131) granting a petition of landowners within portions of the 276 acres of land of the H.W. Hurd Survey, the Edward A. Pitts Survey, the Benjamin Boles Survey, the James P. Wallace Survey, and the William Roberts Survey in Bell County, Texas more particularly described in the petition for annexation requesting Annexation for inclusion of the following property into the Village of Salado corporate limits, (*aka Sanctuary Development*), lying adjacent and contiguous to the present corporate limits of the Village of Salado; adopting a timetable for completing annexation; directing staff to perform activities necessary for the initiation of annexation proceedings; directing staff to develop a Municipal Services Plan; and calling for two public hearings.
7. Hold a Public Hearing and consider adopting a Resolution (R-2015-132) granting a petition of landowners requesting annexation of 20.017 acres of land out of Young Williams Survey, Abstract No. 861 in Bell County, Texas (locally known as Hidden Glen Senior Living Development), lying adjacent and contiguous to the present corporate limits of the Village of Salado; adopting a timetable for completing annexation; directing staff to perform activities necessary for the initiation of annexation proceedings; directing staff to develop a Municipal Services Plan; and calling for two public hearings.

8. Discussion and possible action on a Request for Consent to the Creation of a Municipal Utility District to be named Sanctuary Municipal Utility District.

## **VII. WORKSHOP SESSION**

9. Discussion on the process and approach for review and approval of Standard Operating Procedures and General Orders for the Police Department.
10. Discussion on land acquisition for a second wastewater treatment plant site.
11. Discussion on an amendment to Zoning Ordinance (Ordinance 2013.08) Section 5.3, Fencing, Walls and Screening Requirements as it relates to Single-Family and Duplex standards.

## **VIII. EXECUTIVE SESSION**

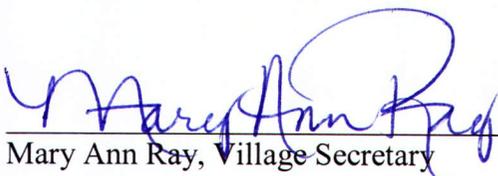
12. Discuss real estate as authorized by Texas Government Code § 551.072, Deliberations about Real Property.

## **IX. ADJOURN**

The Village of Salado reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Village Secretary's office at (254) 947-5060 for further assistance.

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 5:00 p.m. on **Monday, December 7, 2015**.

  
\_\_\_\_\_  
Mary Ann Ray, Village Secretary

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**POLICE DEPARTMENT**

**MONTHLY REPORT**

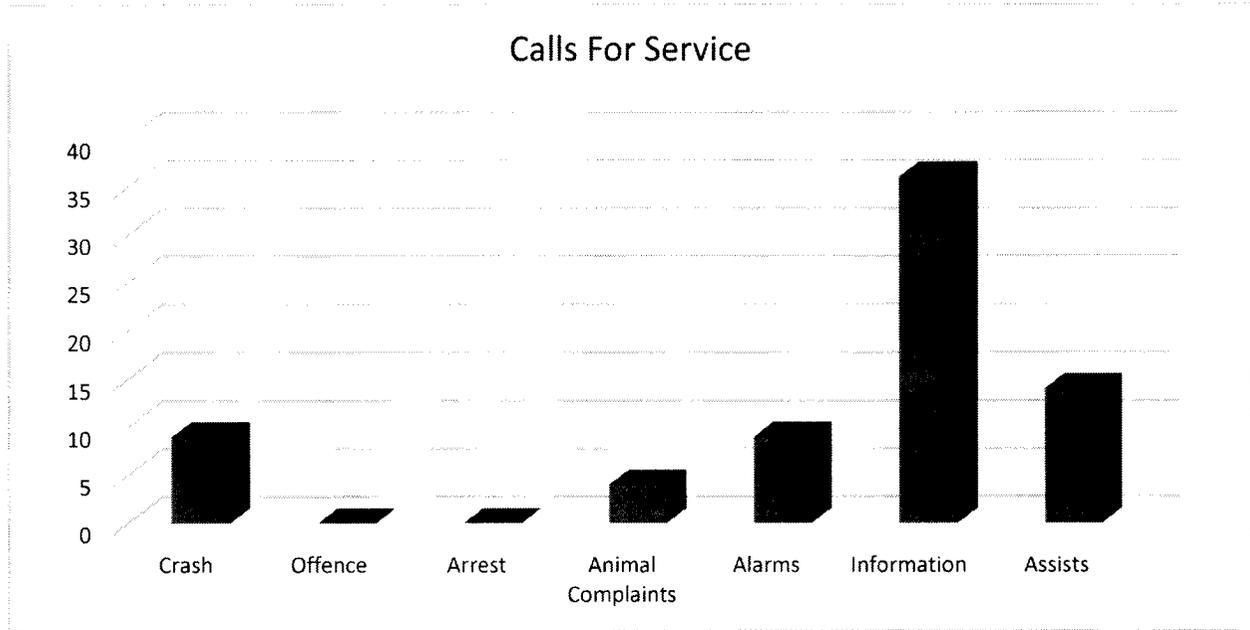
**FOR THE MONTH ENDING November 30, 2015**

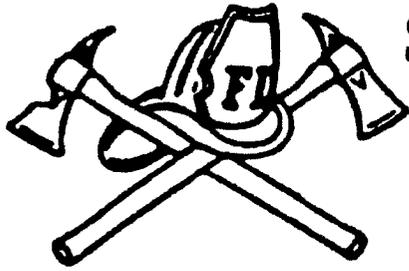
GOALS / WORK PLAN	UPDATE
Update General Orders	Have been reviewing the current operations manual and updating the policies to meet the Best Practices guideline. There are currently 169 sections in the Best Practices manual. 47 sections have been completed for your review.
Emergency Operations	<ul style="list-style-type: none"> <li>• The Emergency Operations Plan and Annexes have been completed, however we will continue to gather additional data. This will be presented at a workshop</li> <li>• Need to assign someone to serve as Emergency Management Coordinator</li> <li>• The annex's are completed and we are now in compliance with the state standards. We are now working on the Basic Plan and will have this on a future work shop agenda. We are drafting ordinances and resolutions that may be used in the event of a disaster. Need to establish interlocal agreements with partners in the area that will assist us during an emergency.</li> <li>• Identify resource list and arrangements for goods and materials necessary during emergency</li> </ul>
Develop 5 year action/strategic plan	The construction of a Police Department strategic plan 2014 / 2018 Has been completed.

SPECIAL PROJECTS	
Early Outdoor Warning Systems	Starting to gather information about vendors and types of programs.
Training report	No training this month – 1 officer short / one on light duty- waiting for personal history statement on applicants
Salado ISD	Interior and exterior cameras on all school buses
Employee Evaluation	All evaluations have been completed



<b>CONTINUING PROGRAMS</b>		
House watch	Physically check the house while citizen is out of town	Positive feedback from citizens





# Salado Fire Department

P.O. Box 503

Salado, Texas 76571

Tel. 254-947-8961 • Fax 254-947-1006

In the month of November Salado VFD has responded to the following calls

## In the Village

12 - EMS

6 - Fire Calls

21 - MVA

## County calls

22 - EMS

8 - Fire

9 - MVA

A handwritten signature in black ink, appearing to read 'Shane Berrier', with a stylized flourish at the end.

Shane Berrier

Fire Chief, Salado Vol. Fire Dept.

**ACTION PLAN – 2016- 2017 – December 10, 2015 UPDATE**

<b>Goal Category</b>	<b>Objective</b>	<b>Activities/Means</b>	<b>Activity type</b>	<b>Resources Needed</b>	<b>Priority</b>	<b>Implementation Schedule</b>	<b>Status / Update</b>
Networking/Member Support	After Stroll assemble focus groups to gather data	Data to be used in website update & revamp	Chamber/ Tourism	Staff/ website provider	1	January 2016	Begin process at conclusion of Christmas Stroll
Business Support	Conduct activities that increase business awareness in the community	ribbon cuttings, groundbreakings, quality information programs	Chamber	Staff	1	Ongoing	Will begin again in January 2016
Business Support	Support business/lodging marketing and advertising efforts	Create marketing plan	Tourism/ Chamber	Staff	1	Q1 2016	Executive Director gathering data to aid in creation of marketing plan
Support members (increase membership)	Improve communication with current and inactive chamber members	Executive Director getting out into community	Chamber	Staff	1	2016	Executive Director to become more active after Christmas Stroll and when new Market/Event Manager comes on board
Quality of life	Support quality of life initiatives	-Identify capital improvement and facility projects that improve quality of life	Chamber/ Tourism	Staff	2	2016-2017	Village/Tourism working on infrastructure, sidewalks and signage.
Tourism development	Hold events that attract tourists and overnight stay	- Wildflower Art Show - Mother's Getaway weekend - Midnight Madness Down Main - Salado Fine Art Invitational - Chocolate & Wine Weekend - Christmas Stroll	Chamber/ Tourism	Budget Volunteers New ad campaign marketing	1	2015-2016	Currently hosting these events that bring in overnight guests but need to work on improving all events through new advertising venues (i.e. television, print, and website.) Critique each event and also hold meetings with businesses as to how to make each event better. For the 2015 Christmas Stroll bought radio spots that spoke to our demographic. More forthcoming
Tourism development and awareness	Website revamp mobile enabled with creation of potential Salado app	-to facilitate event booking - Create packages including other regional businesses to create better tourist experiences – e.g. hunt weekend at Solana with spouse in Village -Featuring tourism businesses -	Chamber/ Tourism	Budget Staff Outsource provider	1	2016 - 2017	Create more Salado packages for groups. Work with Wildfire Ranch and Solana Ranch and Stillhouse Hollow lake.
<b>Goal Category</b>	<b>Objective</b>	<b>Activities/Means</b>	<b>Activity Type</b>	<b>Resources Needed</b>	<b>Priority</b>	<b>Implementation Schedule</b>	

Tourism Awareness	Improve way finding	-Install kiosks -IH 35 Gateway sign	Tourism/ Chamber/	Budget	2	2015 -2016	Have been working with TxDOT for the last several years for our IH35 gateway sign. Met in the last two weeks with Betsy Pittman with TXDOT to discuss installation of both signs, timing, covered cost, landscaping etc.
Tourism development	Promote Salado through print materials	-Visitors Guide	Chamber/ Tourism	Budget Business support	1	2016	Currently working on membership renewals which drive guide's content; currently working on ad sales
Tourism development	Improve marketing activities and approaches	-Create marketing plan -Reflect tourism study recommendations -Expand use of social media	Tourism/ Chamber	Time Budget	1	2016	Methodology for creating plan is in place with data collection happening after Stroll which is specific to website but will drive ancillary marketing as well
Tourism development	Further identify existing venues	-Develop and implement Tourism / Venue Master Plan – -Define what we have & what is missing: Inventory of venues, restaurants, retailers, meeting space (type, hours, presence on road)	Tourism	Time Budget Resource Person to recruit new attractions	1	2016	Chamber membership committee and Executive Director visited majority of lodging venues in October 2015 and collected pertinent data to populate our website
Tourism development	Attract groups (tour and meeting) for destination meetings	- Create and distribute materials to recruit tour and meeting groups -utilize social media -develop and execute list of organizations to market to -Identify additional ways to recruit	Tourism/ Chamber	Time Budget	1	2016	Executive Director to make sales calls in Texas Triangle
Business Development - including recruitment, expansion & retention	Make community aware of role the Governor's Office for the State of Texas plays in local communities in business recruitment, expansion & retention	Met with Community Relations Director – Larry McManus	Tourism	Time	2	2016	Schedule program for Salado business & industry where Larry McManus talks to them about the initiatives of the Governor's Office for Business Development including recruitment, expansion & retention
<b>Goal Category</b>	<b>Objective</b>	<b>Activities/Means</b>	<b>Activity Type</b>	<b>Resources Needed</b>	<b>Priority</b>	<b>Implementation Schedule</b>	

Additional Information not regarding the Action Plan:

- Tourism/Chamber Office organization and systemization – ongoing

- Marketing & Event Manager position filled – Erin Klingemann – formerly Hutto EDC VP and Chamber Board Member – expertise in Business Retention & Expansion & large scale events
- Small Business Saturday – feedback received was good from merchants; lots of traffic and several large receipts were entered into the drawing – to note, marketing materials etc. reflected on all businesses in Salado including lodging. Lodging receipts were eligible as well for the drawing.

Village of Salado, Texas  
**Meeting Minutes**  
**Regular Meeting of the Board of Aldermen**  
6:30 p.m. Thursday, November 19, 2015  
Municipal Building, 301 N. Stagecoach Road

**Present:** Mayor Skip Blancett, Mayor Pro Tempore Fred Brown, Alderman Frank Coachman, Alderman Amber Preston Dankert, Alderman Michael McDougal, Alderman David Williams.

**Others present:** Kim Foutz, Village Administrator; Leah Hayes, Village Attorney; Morgan Bird, Salado High School representative; Mary Poche', Executive Director of the Salado Chamber of Commerce/Tourism Bureau; Mary Ann Ray, Village Secretary.

**I. Call to Order.**

Mayor Blancett called the meeting to order at 6:31 p.m.

1. The Mayor opened the meeting with prayer.
2. The Mayor led the Pledge of Allegiance and the Texas Pledge of Allegiance.

**II. Proclamations / Special Recognition.**

None.

**III. Public Comments.**

3. King Copeland, P.O. Box 192165, Dallas, Texas 75219, read a statement about the First Amendment to the U.S. Constitution and voiced concern about Executive Sessions and violations of the Open Meetings Act. See attached.

Linda Reynolds, 507 Santa Rosa, issued appreciation to Jodi Wheatley of TxDOT and Janice Means, and she also questioned why tying into a regional sewer with Belton was not explored further.

**IV. Reports.**

**Mayor's Report:**

Mayor Blancett asked Attorney Hayes to review the Government Code section that allows municipal Bodies to adjourn to Executive Session.

He reported that the town hall meeting with TxDOT and James Construction was productive. He said that concerned citizens can sign letters to elected officials and TxDOT at the Chamber of Commerce.

The Salado Christmas Parade will be at 5 p.m. Thursday, December 3. The Board of Aldermen will meet at 6:30 p.m. Thursday, December 10, so that BOA members can enjoy holiday festivities following the parade. .

He thanked Keep Salado Beautiful for the work done on the flowerbeds around the Municipal Building. He also thanked Aldermen Coachman and McDougal and George and Laura Kocian for putting up Christmas trees along Main Street.

### **Alderman Reports:**

**Environmental Committee:** Alderman Dankert reported on the Combat on the Creek event to clean out the brush and trash along Salado Creek in the area of the Sirena statue. She also reported on the Clearwater Symposium she attended along with Administrator Foutz. Also, she discussed the need to perform tests on dead deer found within the Village.

**ETJ/Annexation Committee:** Alderman McDougal deferred to Administrator Foutz. She reported that discussions are ongoing with the school district.

**Ordinance Committee:** Alderman Coachman reported that the committee is working on the Sign Ordinance.

**Street Improvement Committee:** Alderman McDougal reported on the striping and placing of reflectors on Salado Plaza Drive as it approaches the low-water crossing. He also reported on the progress made by TxDOT and James Construction Co. on the reconstruction of Interstate 35. He said Tx DOT has placed the electronic signs to direct visits to Main Street for the Christmas Stroll and will pay for a billboard for the Village.

**Main Street Committee:** Mayor Pro Tempore Brown reported that all maps have been received and that white lights are being put up all along Main Street in preparation for the holiday season and Christmas Stroll.

**Stagecoach Wastewater Status:** Administrator Foutz reported that the wastewater treatment plant requires major repairs; this item will be placed on the BOA's December 10 agenda.

### **Financial Report:**

Administrator Foutz said there is not much to report this early in the fiscal year; see attached.

## V. Consent Agenda.

4. a. Minutes, November 5, 2015, Regular Meeting.
- b. Minutes, November 12, 2015, Regular Workshop Meeting.
- c. Amend Resolution R-2015-124, adding additional signatory.
- d. Resolution (R-2015-130) adopting a policy for naming and renaming Village Facilities, Public Lands, Public Streets, and other Village-owned properties.

*Alderman Williams made a motion to remove Item 4d from the Consent Agenda. Mayor Pro Tempore Brown seconded. The motion carried unanimously.*

*Alderman McDougal made a motion to approve the Consent Agenda (Items 4a, 4b and 4c). Alderman Coachman seconded. The motion carried unanimously.*

- d. Resolution (R-2015-130) adopting a policy for naming and renaming Village Facilities, Public Lands, Public Streets, and other Village-owned properties.

Administrator Foutz explained that there were changes to the policy as a result of the Workshop conducted November 12, 2015. Language pertaining to deed restrictions was clarified and an application fee structure was added.

*Mayor Pro Tempore Brown made a motion to approve Item 4d. Alderman McDougal seconded. The motion carried unanimously.*

## VI. Regular Agenda.

Mayor Blancett elected to consider items in the order below.

5. Discussion and possible action on the appointment of a Municipal Court Judge.
  - a. Appointment of Donald Engleking as Municipal Court Judge.
  - b. Administration of Oath of Office.(This was Item 6 on the Regular Agenda.)

*Mayor Pro Tempore Brown made a motion to appoint a Municipal Judge as presented. Alderman McDougal seconded, The motion carried unanimously.*

6. Discussion and possible action regarding the proposed Bureau Marketing and Event Manager position and associated salary range.  
(This was Item 7 on the Regular Agenda.)

Executive Director Poche' explained that combining two positions with a greater salary will enhance the hiring process and lead to a more seasoned and better-qualified hire. She said the Chamber Board of Directors unanimously approved these changes. The changes would require adjusting the Chamber/Tourism budget with a net effect of -\$16,270.

*Alderman McDougal made a motion to approve the proposed Bureau Marketing and Event Manager position and associated salary range as presented. Alderman Coachman seconded. The motion carried unanimously.*

7. Discuss and consider action on the following proposed agreements related to the Sanctuary Community development project:
  - a. Donation Agreement between the Village of Salado and Billie Hanks Jr., and Salado Utility Company, Inc. for the donation of 6 acres of land and Water Quality Permit No. WQ0014898001;
  - b. Wastewater Service Agreement between the Village of Salado and Sanctuary Development Company, LLC. for the funding and constructing of improvements to the Village's wastewater collection , pumping, treatment, and disposal system, and the terms and conditions for retail wastewater services to the proposed 297 acre development to be constructed by Sanctuary Development Co.; and
  - c. Development Agreement between the Village of Salado and Sanctuary Development Company, LLC. for the terms and conditions of economic development incentives related to the proposed 297 acre development to be constructed by Sanctuary Development Co.

(This was Item 5 on the Regular Agenda.)

Alderman Coachman suggested that the BOA adjourn to Executive Session; Attorney Hayes concurred that Executive Session was appropriate in the case of economic development and real property.

The Mayor closed the Regular Session at 7:26 p.m. The Board convened in Executive Session at 7:31 p.m.

The Board adjourned from Executive Session at 9:35 p.m. The Mayor reopened Regular Session at 9:40 p.m.

Property owner King Copeland, P.O. Box 192165, Dallas, Texas, 75219, expressed his displeasure at the Board's actions.

*Mayor Pro Tempore Brown made a motion to approve the Donation Agreement between the Village of Salado and Billie Hanks, Jr., and Salado Utility Company, Inc., for the donation of 6 acres of land and Water Quality Permit No. WQ0014898001. Alderman McDougal seconded. The motion carried by a 4-1 vote with Alderman Dankert dissenting.*

*Mayor Pro Tempore made a motion to approve the Wastewater Service Agreement between the Village of Salado and Sanctuary Development Company, LLC, for retail wastewater services to the proposed 297-acre development to be constructed by Sanctuary Development Company. Alderman McDougal seconded. The motion carried by a 4-1 vote with Alderman Dankert dissenting.*

*Alderman Coachman made a motion to approve the Development Agreement between the Village of Salado and Billie Hanks, Jr.; Hanks-Cabiness Trust; BHHC Christian Development, LLC; BHHC Christian Development I, LLC; BHHC Christian Development II, LLC; BHHC Christian Development III, LLC; Heidi Hanks Waters; Heather Hanks McGready; Old World BBD, Inc.; and Sanctuary Salado Investment II, LLC, for the terms and conditions of economic development incentives and development standards related to the proposed 297-acre development to be constructed by Sanctuary Development Company with the following agreed-upon changes:*

- i. Delete the word "future" from Section 1.30;*
- ii. Add a Section 5.04 to read, "Street lights and Security Lights. The Master Association shall pay for all maintenance and electric bills associated with street lighting and guardlighting in the Property; and*
- iii. Delete the following language in Section 11.01 "No such maintenance bonds will apply to PID Project Facilities that are funded by owners and subsequently reimbursed by the PID (either from the proceeds of PID Bonds or by payment of PID assessments to the Owner).*

*Alderman McDougal seconded. The motion carried by a 4-1 vote with Alderman Dankert dissenting.*

*Alderman Coachman made a motion to approve the Chapter 380 Economic Development Agreement between the Village of Salado and Billie Hanks, Jr.; Hanks-Cabiness Trust; BHHC Christian Development, LLC; BHHC Christian Development I, LLC; BHHC Christian Development II, LLC; BHHC Christian Development III, LLC; Heidi Hanks Waters; Heather Hanks McGready; Old World BBD, Inc.; and Sanctuary Salado Investment II, LLC, for the terms and conditions of economic development incentives and development standards related to the proposed 297-acre development to be constructed by Sanctuary Development Company. Alderman McDougal seconded. The motion carried by a 4-1 vote with Alderman Dankert dissenting.*

*Alderman Coachman made a motion to approve the Tourism Marketing Agreement between the Village of Salado and Billie Hanks, Jr.; Hanks-Cabiness Trust; BHHC Christian Development, LLC; BHHC Christian Development I, LLC; BHHC Christian Development II, LLC; BHHC Christian Development III, LLC; Heidi Hanks Waters; Heather Hanks McGready; Old World BBD, Inc.; and Sanctuary Salado Investment II, LLC, for the terms and conditions of economic development incentives and development standards related to the proposed 297-acre development to be constructed by Sanctuary Development Company. Mayor Pro Tempore Brown seconded. The motion carried by a 4-1 vote with Alderman Dankert dissenting.*

**VII. Adjournment.**

*Alderman Dankert made a motion to adjourn. Alderman Coachman seconded. The Mayor adjourned them meeting at 9:56 p.m.*

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Skip Blancett, Mayor

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Mary Ann Ray, Village Secretary

Mr. Mayor & Aldermen -

My name is King Copeland at PO Box 192165, Dallas, TX 75219 . I'd like to begin tonight by reminding you of the first amendment of the United States Constitution, because for over a year, you've imposed your will upon others and deliberately suppressed free speech and public engagement. You've repeatedly disparaged dissenting constituents as negative naysayers or doom and gloomists. I assure you however that that they love this village as much as you do, after all - they have chosen to live here, send their children to school here, and retire here. They realize Salado must progress, but progress is defined in different ways and citizens have different viewpoints on how to do it. These viewpoints must be protected. It's called democracy - it's called the United States of America. Many of you served our country and these are the freedoms you fought to protect. For that I thank you. But If you wish to rule with an iron fist where other views are not welcome or are retaliated against, may I suggest a dictatorial state.

Secondly, these vaguely described executive sessions are completely out of hand. TWENTY FIVE in the last year regarding Sanctuary, economic development or real estate - another one tonight. There's a reason why the Open Meetings Act refers to them as Exceptions - they are intended to be used sparingly. Furthermore, the Section 551.072 of the Open Meetings Act and case law is clear that in the case of REAL ESTATE, closed sessions MAY ONLY OCCUR when open discussion would be detrimental to a negotiation with a third party. If open discussion would not be detrimental to a city's negotiations, a closed session is NOT permitted. Government entities may not just discuss the purchase of real estate for the sake of hiding it from the public - there is a second prong that must prove out and that is my first POINT OF ORDER. My second POINT ORDER is how the authority for Mayor pro tem Brown was granted to set the terms for the Sanctuary agreements for 15 years, when on October 8, negotiations were officially suspended and the incentives that Salado would accept at that time would span no more than 10 years.

According to Section 551.101 of the Open Meetings Act, before a closed meeting begins, the presiding officer (Mayor) must publicly announce in an open meeting that a closed meeting will be held; and (2) identify the section or sections of this chapter under which the closed meeting is held. The latter requirement has not regularly been complied with I respectfully request that

11/19/2015

the Village review the tapes of all minutes and report to the citizens where those deficiencies exist.

Unauthorized Closed Meetings are punishable by a fine of between \$100 and \$500, one to six months in jail, or both. In addition, a member of a governing body commits a crime if that member intentionally or knowingly conspires to circumvent the Act by meeting in numbers of less than a quorum for the purpose of secret deliberations. This violation is a misdemeanor punishable by a fine of between \$100 and \$500, one to six months in jail, or both.

Mr. Mayor, I wish to remind you that on September 7, 2014, you stated "it is essential to work in an open, transparent manner. Make sure the information given is correct and factual even if it takes a few extra days. Town Halls are necessary. The goal is always to make no major decisions without the citizens having ample opportunity to weigh in. That is why public hearings and town halls are held." Furthermore you have stated repeatedly that what's done for one must be done for everyone."

Except for the Sanctuary and the sewer. THIS IS A MAJOR DECISION and you are picking winners and losers. Unauthorized negotiations are occurring, contracts are being reviewed at the 11th hour on the fly at aldermen meetings and citizens have not had the opportunity to weigh in on anything, because they haven't seen anything. Sanctuary is receiving more favorable terms than Stagecoach. Will other property owners and prospective developers be incentivized consistently? I sure expect to and so does everybody in this audience. Which takes me to my THIRD Point of Order - which is the POINT OF ORDER that remains outstanding:

Alderman Coachman made a motion on September 3, 2015 to "hold a public hearing regarding all agreements with Sanctuary, LLC. All signatories from Sanctuary, LLC must be present to finalize the agreements with the village of Salado." This was not a courtesy, but an actionable item as the result of a motion that was voted upon favorably and unanimously by the Board of Alderman.

This Point of Order remains open because a decision on Sanctuary has not yet been made, there has been no public disclosure, and the principals are not here again tonight. It must be taken into account before ANY decision is made to sign agreements with the Sanctuary.

Finally, I request that this public comment document along with the attachment of executive sessions held since December 2014 be placed in the record within these official minutes.

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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12/10/15  
Item #4b  
Consent Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Resolution (R-2015-129) supporting the Ultra 520K Texas three-day endurance race in and around Salado.

**STAFF RECOMMENDATION:** Staff recommends approval.

**ITEM SUMMARY AND ANALYSIS:** The three-event will host approximately 25 elite athletes, each of whom will bring a crew to assist with the race. In addition, people will come to observe the event. This event will contribute to the local economy through hotel reservations, meals, and shopping.

**FISCAL IMPACT:** None.

**ATTACHMENTS:**

- Resolution R-2015-129



**RESOLUTION**  
No. R-2015- 129

**A RESOLUTION OF THE VILLAGE OF SALADO IN SUPPORT OF THE  
ULTRA 520K TEXAS ENDURANCE RACE**

- WHEREAS,** the Village of Salado recognizes that endurance athletes are among the elite of performance athletes; and
- WHEREAS,** the Ultra 520K Texas has indicated a desire to conduct an elite event in and around Salado April 29 through May 1, 2016; and
- WHEREAS,** the event encompasses Day 1: 6.2-mile swim and 90-mile bicycle ride; Day 2: 172-mile bicycle ride; and Day 3: 52.4-mile run; and
- WHEREAS,** the geographical landscape of Salado and the surrounding communities provides a beautifully serene environment for an endurance race; and
- WHEREAS,** the event will promote Salado as a community that supports healthy activities; and
- WHEREAS,** the three-day event will bring approximately 25 elite athletes and their crew members to Salado; and
- WHEREAS,** the event will assist with promoting the local economy;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE  
VILLAGE OF SALADO THAT:**

Section 1: The Board of Aldermen endorses the Ultra 520K Texas Endurance Race.

Section 2: The Village of Salado will support the Race through marketing activities coordinated through the Salado Chamber of Commerce and Tourism Bureau.

**APPROVED AND PASSED by the Board of Alderman of the Village of Salado  
this 10th day of December, 2015, by a vote of  
\_\_\_\_ (eyes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions).**

**VILLAGE OF SALADO, TEXAS**

\_\_\_\_\_  
Skip Blancett, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Ann Ray, Village Secretary

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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12/10/15  
Item # 4c  
Consent Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator and Chrissy Lee

**ITEM DESCRIPTION:** Consider an annual contract with Baylor Scott & White Health Plan for employee health coverage.

**STAFF RECOMMENDATION:** Staff recommends approval.

**ITEM SUMMARY AND ANALYSIS:** The Village of Salado currently has a contract with Baylor Scott & White for employee health insurance. The Village pays for employee only premiums. Additional coverage for spouse or family are paid for by the employee.

Current employee only premiums are \$427.84 per month/per employee. The current fiscal year budget reflects funding of \$450.00. When new rates were received on September 29<sup>th</sup> rates were significantly higher than anticipated at \$580.93 monthly premiums. Staff was able to request a re-rate of the premiums based on also choosing a Senior Care Plan. The re-rate was processed and staff was able to secure coverage at a lower premium of \$432.15. The rates include an eyewear rider and a dental plan (paid by employee with a \$7 per month employer contribution toward the premium for those who choose to participate). The following are plan highlights.

Monthly Premium (employee only)	\$432.15
Copay	\$20/\$40
Deductible	\$750
Out-of-Pocket Maximum	\$3500
Co-Insurance	90/10
Eyewear Rider	\$1.59 per month (employer paid)
Dental	\$21.10 per month (employee paid w/ \$7.00 per month employer contribution)

**FISCAL IMPACT:** The premiums, eyewear rider, and dental contribution for employee only will equal \$440.72, which is approximately \$10.00 less than the budgeted amount of \$450.00.

**ATTACHMENTS:**

- PPO Plan Confirmation form



Now part of Baylor Scott & White Health

Group Name: VILLAGE OF SALADO  
 Requested Eff. Date: 1/1/2016

**PPO PLAN CONFIRMATION**

**Renew with current benefits** (check this box if you do not want to make any changes to your current plan)

**Billing Option** Please select one:  composite rates  member level list billing

**Section 125** Please select one:  yes  no

Choose a Medical/RX Plan:

Medical / RX Plan Choice
<input checked="" type="checkbox"/> PPO Gold 750 TIERED / ST09073520
<input type="checkbox"/> PPO Silver 1500 TIERED / ST09155530
<input type="checkbox"/> PPO Silver 3000 TIERED / ST01305030

Choose a MetLife Dental plan, one basic Life/AD&D option, and supplemental Life plan (MetLife products are optional riders\*)

Dental Plans
<input checked="" type="checkbox"/> Basic Dental
<input type="checkbox"/> Mid Dental
<input type="checkbox"/> High Dental
<input type="checkbox"/> Value Plan 1 /500
<input type="checkbox"/> Value Plan 2/1000
<input type="checkbox"/> Value DHMO Plan
<input type="checkbox"/> Premier Plan 1 / 1500
<input type="checkbox"/> Premier Plan 2 / 1500 with Ortho.

Optional Eyewear Rider
<input checked="" type="checkbox"/> YES
<input type="checkbox"/> NO

Short and Long Term Disability
<input type="checkbox"/> STD/LTD(see chart)

Basic Life / AD&D options
<input type="checkbox"/> \$15,000
<input type="checkbox"/> \$25,000
<input type="checkbox"/> \$35,000
<input type="checkbox"/> \$50,000
<input type="checkbox"/> Supplemental Life

**Pediatric Dental Coverage:** The Affordable Care Act (ACA) requires us to be reasonably assured that each member on this insurance plan has coverage for pediatric dental services that are essential health benefits. To help you meet this requirement, you can select MetLife Dental coverage, which will meet the requirements of the ACA relating to essential health benefits. You may also obtain dental coverage through another source. If so, we ask that you attest that the dental coverage you are providing to your employees and their dependents meets the essential health benefit requirements for pediatric dental benefits and provide us the name of your dental carrier.

I hereby attest that the coverage provided by the below listed carrier meets the requirements for pediatric dental benefits required by the ACA:

<b>NAME OF DENTAL CARRIER:</b>
--------------------------------

ELIGIBILITY	Indicate New Hire Waiting Period	1st of month after 90 days
	Late Enrollees	1st day after 90 day waiting period*, or 91st day *Ninety-day period begins on the date SWHP receives the signed enrollment form.
	Term of Coverage	End of the month
	Newborns	Within 60 days of birth (with notification)
	Dependents	To age 26
	Retirees	Not covered
	Leave of Absence	Not covered
	Participation	75% of eligible employees
	Employer Contribution	At least 50% of the employee's single premium

Employer agrees that SWHP will only be available to employees who work at least 30 hours per week

- Medical, prescription, and dental benefits are based on a calendar year
- Dental, life and disability coverage underwritten by MetLife (Metropolitan Life Insurance Company, New York, NY 10010).
- Employer agrees to maintain workers compensation or to be financially responsible for work-related injuries or illnesses. SWHP does not cover work related injuries or illnesses.
- Premium is due the 1st of the month that coverage is effective.
- For your convenience, you can pay online at [www.swhp.org](http://www.swhp.org)

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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**DEPT/DIVISION REVIEW:** Mary Poche', Executive Director, Chamber of Commerce/Tourism Bureau

**ITEM DESCRIPTION:** Consider authorizing the position of Business Operations Administrator as a permanent part-time position in the Department of Chamber of Commerce and Tourism Bureau.

**STAFF RECOMMENDATION:** Staff recommends approval.

**ITEM SUMMARY AND ANALYSIS:** This position is currently staffed by an individual who works part-time on a temporary basis. The Bureau wishes to make this a permanent, part-time position involving 20 hours per week, with a pay scale that is adjusted with a \$2/hour increase and a title change to Business Operations Administrator. .

**FISCAL IMPACT:** This item would involve a financial commitment of \$16,320 in wages.

**ATTACHMENTS:**

- Staffing proposal (presented on 11.19.15)

# 2016 Salado Chamber/Tourism Staffing Proposal

## Fiscal Impact & Future Budget Amendment

Because of the need for stability after much recent turnover and the need for an aggressive approach to strengthening and growing the organization, I wish to suggest an increase in the total salary line item from \$125,050 to \$141,320. This will allow me to hire a more experienced professional in the new combined role of Marketing & Event Manager. Additionally, **I wish to hire a part-time Business Operations Administrator to handle office needs, bookkeeping and organization. Current person handling this role as a temporary employee will stay in the role and be switched to permanent part-time.** Please note the following existing salary structure and desired salaries for the positions previously described and the desired amended areas in the Chamber & Hotel/Motel budget. – Mary Poche’

\*\*\*\*\*

<b>Tempoary Part-time Administrative Assistant (20 hours/week @\$17/hr)</b>	<b>\$16,320</b>
Marketing & Event Manager	\$55,000
**Note – Range is \$50-55K DOQ; will use maximum for this report	
Executive Director (existing)	<u>\$70,000</u>
<b>Total</b>	<b>\$141,320</b>
<b>Existing 2016 Salary Budget</b>	<b>\$125,050</b>
<b>Deficit</b>	<b>\$16,270</b>
<u>Pull from Chamber Budget</u>	
5436 Travel/Training (current-\$1400; go to \$1000)	\$400
<u>Pull from Hotel/Motel Budget</u>	
5495 Village Admin. Fee (current-\$3000; go to \$1000)	\$2000
5421 Dues & Subs. (current-\$1090; go to \$500)	\$590
5436 Travel/Training (current-\$4600; go to \$2000)	\$2600
5210 Printing (current \$15,000; go to \$12,000)	\$3000
5450 Contracted Events (current \$10,000; go to \$8,000)	\$2000
5402-2 Trade Shows (current \$3,000; go to \$2,000)	\$1000
5402 Public Relations (current \$77,995; go to \$73,315)	<u>\$4680</u>
<b>TOTAL</b>	<b>\$16,270</b>
<b>Budget Net Effect</b>	<b>\$0</b>
<b>Total</b>	<b>\$16,270</b>
<b>Net effect</b>	<b>\$0</b>

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Consider an agreement with Pape-Dawson Engineers for reimbursement or payment of expenses for engineering and surveyor services for the Village Wastewater Services Improvement Project in an amount not to exceed \$87,061.25

**STAFF RECOMMENDATION:** Staff recommends approval as per the agreement with Sanctuary Development.

**ITEM SUMMARY AND ANALYSIS:** During negotiations with the Sanctuary, it was agreed that in order to keep the wastewater plant and collection line projects moving forward, the Sanctuary would continue engineering and survey work on the Village's behalf. Estimated costs were provided to the Village via an engineer's proposal dated July 14, 2015.

Reimbursement for work completed is as follows:

- Survey work – Ron Carroll Surveyors - \$75,482 for two invoices received. Note: a separate contract between the Village and Ron Carroll Surveyors is on this BOA agenda under Item 4G because the \$75,482 covers field work only and in order to receive deliverables, additional work must be completed). Also, an \$8,500 invoice is pending reconciliation and will be addressed at the meeting under the Ron Carroll contract, Item 4G if applicable.
- Preliminary Engineering Report - \$3,750
- Environmental – Jurisdictional Waters - \$1,350
- Minor Amendment to Existing TCEQ Permit (200,000 to 300,000 gpd) - \$2,250 to date; plus \$750 to complete the project
- Project Management - \$500
- Cultural Resources Study - \$2,944.80
- Expenses - \$34.45

**FISCAL IMPACT:** The total payment and reimbursement to Pape Dawson is \$87,061.25. These expenditures are bond-eligible and will be paid for through the Series 2015 Wastewater Bond account.

**ATTACHMENTS:**

- Proposed Pape-Dawson Engineers Agreement
- Pape-Dawson Invoice No. 15090008
- Pape-Dawson Invoice No. 15090224

## LETTER OF AGREEMENT

**THIS CONTRACT** made the 10th day of December, 2015, by and between the VILLAGE OF SALADO, TEXAS ("Village"), and Pape-Dawson Engineers, Inc.. ("Engineer").

**WHEREAS**, the Village desires to pay a claim for reimbursement of expenses for engineering and surveyor services completed by Engineer relating to the Village Wastewater Services Improvement Project ("Project"); and

**WHEREAS**, the Engineer has provided invoices detailing the services completed and attached hereto as Exhibit "A";

**NOW THEREFORE WITNESSETH** that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

### I. TERMS OF AGREEMENT

1. The Village agrees to pay Engineer **\$86,311.25** in full satisfaction of any and all claims for payment for engineering and surveyor services provided to benefit the Village Wastewater Services Improvement Project.

2. The Engineer agrees that payment of said invoices satisfies any and all claims against Village for reimbursement or payment of expenses for engineering and surveyor services provided to benefit the Village Wastewater Services Improvement Project.

3. The Engineer further agrees to furnish the Village with copies of all existing work product completed and referenced in invoices fully incorporated and attached as Exhibit A (provided, however, the Village acknowledges that much of the completed engineering and surveying services relates to field investigation and data gathering which has not yet been incorporated into final reports and work product).

4. The Village acknowledges and agrees that engineering and surveying services related to the Project have not been completed. In the event the Village elects to engage Engineer to complete Project engineering and surveying services, the terms and conditions of such engagement shall be set forth in a separate written agreement to be executed by the Village and by the Engineer except as provided below

a. The Engineer agrees to complete the minor amendment to the existing permit for an additional **\$750.00** (\$2,250 for work completed to date is included in the payment provided for in Section I.1). The current WWTP discharge permit has an initial phase of 200,000 gpd and final of 300,000 gpd. This task is to prepare and submit to the Texas Commission on Environmental Quality (TCEQ) a minor amendment to adjust the initial phase to 300,000 gpd. One submittal is assumed, and one meeting with TCEQ staff is included.

**II. SUCCESSORS AND ASSIGNS**

The Village and the Engineer each binds itself, its successors, executors, administrators, and assigns, to the other party in respect to all covenants of this Agreement, except, as otherwise stated herein, neither the Village nor the Engineer shall assign, sublet, or transfer its interests in this Agreement without the written consent of the other party.

**VILLAGE OF SALADO, TEXAS ("SALADO")**

**BY:** \_\_\_\_\_  
**Skip Blancett, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Mary Ann Ray, City Secretary**

**APPROVED AS TO FORM & LEGALITY:**

\_\_\_\_\_  
**Alan Bojorquez, City Attorney**

**PAPE-DAWSON ENGINEERS, INC. ("Engineer")**

**BY:** \_\_\_\_\_

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

**ATTEST:** \_\_\_\_\_

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

**EXHIBIT "A"**

**INVOICES**



# Invoice

Village of Salado  
 301 N. Stagecoach Rd.  
 Salado, TX 76571

September 17, 2015  
 Project No: 50774-01  
 Invoice No: 15090008  
 Contract No:

ATTN: Ms. Kim Foutz

RE: Sanctuary at Village of Salado WW Facilities

**Professional Services through September 11, 2015**

Task	190	Survey- Ron Carroll Surveyors		
Total Fee		94,352.50		
Percent Complete	40.00		Total Earned	37,741.00
			Previous Fee Billing	0.00
			Current Fee Billing	37,741.00
			<b>Total Fee</b>	<b>37,741.00</b>
			<b>Item subtotal</b>	<b>\$37,741.00</b>
Task	205	Preliminary Engineering Report		
Total Fee		25,000.00		
Percent Complete	15.00		Total Earned	3,750.00
			Previous Fee Billing	0.00
			Current Fee Billing	3,750.00
			<b>Total Fee</b>	<b>3,750.00</b>
			<b>Item subtotal</b>	<b>\$3,750.00</b>
Task	233	Environmental - Jurisdictional Waters De		
Total Fee		13,500.00		
Percent Complete	10.00		Total Earned	1,350.00
			Previous Fee Billing	0.00
			Current Fee Billing	1,350.00
			<b>Total Fee</b>	<b>1,350.00</b>
			<b>Item subtotal</b>	<b>\$1,350.00</b>

September 17, 2015

Project No: 50774-01  
 Invoice No: 15090008  
 Contract No:

<b>Task</b>	<b>237</b>	<b>Minor AMendment To Existing TCEQ Permit</b>		
Total Fee	3,000.00			
Percent Complete	75.00	Total Earned	2,250.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	2,250.00	
		<b>Total Fee</b>		<b>2,250.00</b>
			<b>Item subtotal</b>	<b>\$2,250.00</b>

<b>Task</b>	<b>290</b>	<b>Geotechnical - Alliance Geotechnical Gro</b>		
Total Fee	23,491.60			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		<b>Total Fee</b>		<b>0.00</b>
			<b>Item subtotal</b>	<b>0.00</b>

<b>Task</b>	<b>501</b>	<b>Project Management</b>		
Total Fee	5,000.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		<b>Total Fee</b>		<b>0.00</b>
			<b>Item subtotal</b>	<b>0.00</b>

<b>Task</b>	<b>503</b>	<b>Direct Expenses</b>		
<b>Reimbursable</b>				
Reimb. Expense-Fees				
7/9/2015	Massey, Mackenzie	Copies of WWTP Permit App	24.20	
Reimb. Expense-Travel				
7/9/2015	Massey, Mackenzie	Driving to TCEQ to obtain records	10.25	
	<b>Reimbursable subtotal</b>		<b>34.45</b>	<b>34.45</b>
			<b>Item subtotal</b>	<b>\$34.45</b>

September 17, 2015

Project No: 50774-01  
Invoice No: 15090008  
Contract No:

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Task	606	Cultural Resources Study		
Total Fee		29,448.00		
Percent Complete	10.00	Total Earned	2,944.80	
		Previous Fee Billing	0.00	
		Current Fee Billing	2,944.80	
		Total Fee		2,944.80
			Item subtotal	\$2,944.80
			INVOICE TOTAL	\$48,070.25

**Billings to Date**

	Current	Prior	Total
Fee	48,035.80	0.00	48,035.80
Expense	34.45	0.00	34.45
Totals	48,070.25	0.00	48,070.25

**Please pay promptly. Interest of 1% per month is added after 30 days.**

Submitted by \_\_\_\_\_

Mark Ramseur, P.E.



# Invoice

Village of Salado  
 301 N. Stagecoach Rd.  
 Salado, TX 76571

October 05, 2015  
 Project No: 50774-01  
 Invoice No: 15090224  
 Contract No:

ATTN: Ms. Kim Foutz

RE: Sanctuary at Village of Salado WW Facilities

**Professional Services through September 25, 2015**

<b>Task</b>	<b>190</b>	<b>Survey- Ron Carroll Surveyors</b>	
<b>Total Fee</b>	<b>94,352.50</b>		
<b>Percent Complete</b>	<b>80.00</b>	<b>Total Earned</b>	<b>75,482.00</b>
		<b>Previous Fee Billing</b>	<b>37,741.00</b>
		<b>Current Fee Billing</b>	<b>37,741.00</b>
		<b>Total Fee</b>	<b>37,741.00</b>
		<b>Item subtotal</b>	<b>\$37,741.00</b>

<b>Task</b>	<b>205</b>	<b>Preliminary Engineering Report</b>	
<b>Total Fee</b>	<b>25,000.00</b>		
<b>Percent Complete</b>	<b>15.00</b>	<b>Total Earned</b>	<b>3,750.00</b>
		<b>Previous Fee Billing</b>	<b>3,750.00</b>
		<b>Current Fee Billing</b>	<b>0.00</b>
		<b>Total Fee</b>	<b>0.00</b>
		<b>Item subtotal</b>	<b>0.00</b>

<b>Task</b>	<b>233</b>	<b>Environmental - Jurisdictional Waters De</b>	
<b>Total Fee</b>	<b>13,500.00</b>		
<b>Percent Complete</b>	<b>10.00</b>	<b>Total Earned</b>	<b>1,350.00</b>
		<b>Previous Fee Billing</b>	<b>1,350.00</b>
		<b>Current Fee Billing</b>	<b>0.00</b>
		<b>Total Fee</b>	<b>0.00</b>
		<b>Item subtotal</b>	<b>0.00</b>

October 05, 2015

Project No: 50774-01  
Invoice No: 15090224  
Contract No:

---

Task	237	Minor AMendment To Existing TCEQ Permit		
Total Fee	3,000.00			
Percent Complete	75.00	Total Earned	2,250.00	
		Previous Fee Billing	2,250.00	
		Current Fee Billing	0.00	
		<b>Total Fee</b>		<b>0.00</b>
			<b>Item subtotal</b>	<b>0.00</b>

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Task	290	Geotechnical - Alliance Geotechnical Gro		
Total Fee	23,491.60			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		<b>Total Fee</b>		<b>0.00</b>
			<b>Item subtotal</b>	<b>0.00</b>

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Task	501	Project Management		
Total Fee	5,000.00			
Percent Complete	10.00	Total Earned	500.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	500.00	
		<b>Total Fee</b>		<b>500.00</b>
			<b>Item subtotal</b>	<b>\$500.00</b>

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Task	606	Cultural Resources Study		
Total Fee	29,448.00			
Percent Complete	10.00	Total Earned	2,944.80	
		Previous Fee Billing	2,944.80	
		Current Fee Billing	0.00	
		<b>Total Fee</b>		<b>0.00</b>

October 05, 2015

Project No: 50774-01  
Invoice No: 15090224  
Contract No:

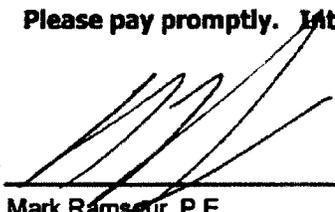
Item subtotal 0.00  
INVOICE TOTAL \$38,241.00

**Billings to Date**

	Current	Prior	Total
Fee	38,241.00	48,035.80	86,276.80
Expense	0.00	34.45	34.45
Totals	38,241.00	48,070.25	86,311.25

**Please pay promptly. Interest of 1% per month is added after 30 days.**

Submitted by

  
\_\_\_\_\_  
Mark Ramseur, P.E.

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator  
Jack Hensley, Chief of Police

**ITEM DESCRIPTION:** Consider a Services Agreement with James Construction Group, LLC, for reimbursement of Village costs associated with providing school-related traffic control services on and around the I-35 reconstruction project.

**STAFF RECOMMENDATION:** Staff recommends approval of the Services Agreement as presented.

**ITEM SUMMARY AND ANALYSIS:** James Construction Group, LLC (James) is the general contractor on TXDOT's I-35 Reconstruction Project. James has offered to reimburse the Village for actual costs incurred for providing school-related traffic control on and near the I-35 project.

The attached contract reflects the following provisions and staff used the original James contract as a template for school-related traffic control services:

- School traffic control by Village police officers and other qualified personnel
- Schedule for such services shall be Monday through Friday, 7:00 a.m. to 8:00 a.m. and 3:00 p.m. to 4:00 p.m. on days in which schools are in session.
- Contract term of December 10, 2015 through June 10, 2016
- Reimbursement for services provided between August 15, 2015 through June 10, 2016
- Reimbursement rate is based on actual base pay of the employee plus \$2.00 per hour for benefits
- Base pay rate shall not exceed \$32.00 per hour
- Village vehicles will continue to be utilized, however this contract does not include compensation for use
- Activity supervised by the police chief
- Personnel providing traffic control services and vehicles will be covered under the Village's general liability and worker's compensation policies
- Reimbursement is for regular hours worked only; not overtime hours. The Chief will ensure that overtime for this activity is not incurred, otherwise the Village will be responsible for this portion of the expense.

**FISCAL IMPACT:** The reimbursement rate is based on actual base pay of the employee plus \$2.00 per hour for benefits. Base pay rate shall not exceed \$32.00 per hour

**ATTACHMENTS:**

- Draft Services Agreement

**VILLAGE OF SALADO  
SERVICES AND REIMBURSEMENT AGREEMENT**

<b>STATE OF TEXAS</b>	<b>§</b>	<b>Description of Services: Provide School Related Traffic Control Services</b>
<b>COUNTY OF BELL</b>	<b>§</b>	

Date: December 10, 2015

This Agreement is made and entered into by and between **James Construction Group, LLC** (“Company”) and the Village of Salado, Texas (“Village”) a Texas General Law City, acting by and through its duly authorized agent, Skip Blancett, Mayor, who agree as follows:

**1. PURPOSE OF THE AGREEMENT**

Company desires to reimburse the Village for the provision of school related traffic control services on and around the I-35 Reconstruction Project (the “Project”). The Village has agreed to provide such services.

The parties to this Agreement enter into this Agreement in order to clarify the anticipated scope and nature of Company’s request.

**2. TERM OF AGREEMENT; TERMINATION**

2.1 This Agreement shall be effective from December 10, 2015 through June 10, 2016.

2.2 The period covered for reimbursement is for services performed between August 15, 2015 through June 10, 2016.

2.3 The Parties reserve the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of such Party in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

**3. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between Company and the Village and no prior or contemporaneous oral or written agreement shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law.

#### **4. ASSIGNMENT**

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the Village.

#### **5. INDEMNITY**

**IT IS AGREED FOR ALL PURPOSES HEREUNDER, THAT VILLAGE IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, BE DEEMED AN AGENT OR EMPLOYEE OF COMPANY.**

**THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE CONTRACT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK ON THE PROJECT.**

**COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND VILLAGE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS AND/OR ACTIONS FOR INJURIES TO THIRD PERSONS (INCLUDING DEATH), AND THIRD PARTY PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND RELATED EXPENSES, INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES, AND OTHER REASONABLE COSTS TO THE EXTENT ARISING OUT OF OR RESULTING FROM COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT UNDER THIS AGREEMENT, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, AND INVITEES.**

**COMPANY FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AS WELL AS THEIR PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT VILLAGE SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, AND INVITEES.**

**TO THE EXTENT ALLOWED BY LAW, VILLAGE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY AND ITS AFFILIATES, SUBCONTRACTORS, LICENSEES, INVITEES, AGENTS AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS AND/OR ACTIONS FOR INJURIES TO THIRD PERSONS (INCLUDING DEATH), AND THIRD PARTY PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND RELATED EXPENSES, INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES, AND OTHER REASONABLE COSTS TO THE EXTENT ARISING OUT OF OR**

**RESULTING FROM VILLAGE'S NEGLIGENCE OR WILLFUL MISCONDUCT UNDER THIS AGREEMENT, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF VILLAGE, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, AND EMPLOYEES.**

**VILLAGE FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, AS WELL AS THEIR PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF VILLAGE, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, AND EMPLOYEES.**

**IT IS FURTHER AGREED, WITH RESPECT TO THE ABOVE INDEMNITIES, THAT VILLAGE AND COMPANY WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT COMPANY OR VILLAGE, AND VILLAGE AND COMPANY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF THEIR OWN INTERESTS.**

## **6. OBLIGATION OF COMPANY**

### **6.1 Traffic Control Services**

Company will reimburse the Village for the actual regular salary and for benefits of the police officers and qualified personnel carrying out scheduled school-related traffic control services on the Project. The Parties agree that the base hourly rate that Company may be charged for a Police Officer assigned to perform the traffic control services will not exceed Thirty Two Dollars (\$32.00) per hour. The base hourly rate does not include amounts required to cover the payment of employee benefits; reimbursement for benefits will be at a flat rate of \$2.00 per hour.

Company understands and agrees that it will be charged a minimum of 1 hour for each officer providing traffic control services even if the officer works for less than 1 hour on any given day.

## **7. OBLIGATIONS OF VILLAGE**

The Village will provide the personnel and vehicles necessary to carry out the traffic control services on the Project; however, Village is not required to provide such services or vehicle usage if, in the sole discretion of the Village, it determines the resources are required to carry out other Village business. The schedule for such services shall be Monday through Friday, 7:00 a.m. to 8:00 a.m. and 3:00 p.m. to 4:00 p.m. on days in which schools are in session.

## **8. SUPERVISION**

The police officers and qualified personnel providing traffic control services under this Agreement will work under the direct supervision and control of the Village Police Department through their direct supervisor and the Chief of Police or his designee.

## **9. INSURANCE**

The personnel providing traffic control services and vehicles will be covered under the Village's general liability and worker's compensation policies. Company agrees to reimburse the Village for any deductible payment(s) Village must make to its insurance carrier in the event a police vehicle is damaged while being used on the Project.

## **10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW**

Any suit or claim or cause of action regarding this Agreement shall be brought in Bell County, Texas, as the choice of venue and jurisdiction and site of performance by the Parties. The prevailing party in such an action may recover reasonable costs, including cost of court and attorney's fees. The Parties are encouraged to enter into mediation should a dispute arise during the term of this Agreement, the costs being shared equally by the Parties. The Parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement without regard to conflicts of law provisions therein.

## **11. ETHICAL CERTIFICATION**

Company certifies that neither it nor any of its agents or employees have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the Village.

## **12. NOTICES**

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

VP Texas Division  
James Construction Group, LLC  
5880 West Hwy 190  
Belton, Texas 76513

**13. CONTRACT ADMINISTRATOR**

This Agreement shall be administered on the Village's behalf by Kim Foutz, Village Administrator, and all notices, questions, or documentation, arising under this Contract shall be addressed to the contract administrator at:

Village of Salado  
P.O. Box 219  
Salado, Texas 76571

**14. MODIFICATION**

This Agreement may be amended or modified by the mutual agreement of both Parties hereto in writing, such writing being attached hereto and incorporated into this Agreement.

**15. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

**16. EXECUTION OF AGREEMENT**

The execution of this Agreement shall proceed as follows: signature of Company (and the Corporate Secretary and seal, if applicable) shall be affixed hereto. The Agreement shall then be signed by the Mayor. After such approval, an executed original of this Agreement shall be kept on file in the Village Secretary's Office.

**THE VILLAGE OF SALADO, TEXAS**

\_\_\_\_\_  
Skip Blancett,  
Mayor, Village of Salado

\_\_\_\_\_  
James Construction Group, LLC  
By: \_\_\_\_\_  
Title: VP Texas Division

ATTEST:

\_\_\_\_\_  
Mary Ann Ray  
Village Secretary

STATE OF TEXAS

COUNTY OF BELL

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2015, by Skip Blancett, Mayor, Village of Salado, Texas.

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

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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12/10/15  
Item 4g  
Consent Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Consider an Agreement with Ron Carroll Surveyors for completion of certain surveying services for the Village Wastewater Services Improvement Project.

**STAFF RECOMMENDATION:** Staff recommends approval as per the agreement with Sanctuary Development.

**ITEM SUMMARY AND ANALYSIS:** During negotiations with the Sanctuary, it was agreed that in order to keep the wastewater plant and collection line projects moving forward, the Sanctuary would continue engineering and survey work on the Village's behalf. Estimated costs were provided to the Village via an engineer's proposal dated July 14, 2015.

Expenditures for survey field work only will be covered through the engineering contract with Pape-Dawson Engineers which is also on this BOA agenda (\$75,482.00). In order to have the information produced in narrative and diagram format, i.e. deliverables, an additional \$7,775.00 in expenditures is necessary. Staff proposes that the Village contract directly for these services. In addition, there is an \$8,500 invoice pending reconciliation for survey services that will be addressed at the BOA meeting. Therefore, the total contract amount will be determined at the meeting.

**FISCAL IMPACT:** Expenditure will include \$7,775 for survey deliverables. The \$8,500 pending invoice will be addressed at the meeting. These expenditures are bond-eligible and will be paid for through the Series 2015 Wastewater Bond account.

**ATTACHMENTS:**

- Proposed Agreement with Ron Carroll Surveyors
- \$8,500 invoice pending



**SURVEY PROPOSAL**

**December 7, 2015**

**CLIENT RESPONSIBLE FOR PAYMENT:** Village of Salado

**CLIENT ADDRESS:** P.O. 219, Salado, TX 76571

**LEGAL DESCRIPTION OF SUBJECT PROPERTY:** Village of Salado, Bell County, Texas.

**PROPERTY ADDRESS:** Sanctuary/Hanks Property, Salado, TX

This is a Survey Contract between Ronald Carroll Surveyors, Inc. (SURVEYOR) and (CLIENT). This contract is a legal and binding document binding both parties to the content and purposes for which it is implied. Pages 1 and 2 of this Survey Contract when signed and accepted constitute the entire Contract between CLIENT and SURVEYOR. All previous quotations, correspondence, negotiations, representations or agreements, either written or oral are completely superceded by this Contract. This Contract between CLIENT and SURVEYOR confers no rights or benefits on anyone other the CLIENT and SURVEYOR and has no third-party beneficiaries.

**SCOPE OF SERVICES:** Complete all Deliverables to include:

- LIFT STATION DESIGN SURVEY AND PREPARATION OF EASEMENT DESCRIPTION FOR THE VILLAGE OF SALADO.
- SEWER DESIGN SURVEY OF LINE A, B, C, &D FROM LIFT STATION TO WASTEWATER TREATMENT PLANT (7500').
- WASTEWATER TREATMENT PLANT - 6 ACRE TOPOGRAPHICAL AND BOUNDARY SURVEY FOR EASEMENT PURPOSES.
- TOPOGRAPICAL SURVEY OF DISCHARGE LINE ALONG THE CREEK TO FM 2268 (4000') IN CREEK BED.

**\*\*THIS ESTIMATE DOES NOT INCLUDE SUBDIVISION PLATTING.**

**FIXED FEE AMOUNT: \$7,775.00 (Seven Thousand Seven Hundred Seventy Five Dollars)** This estimate does not include special printing costs; any required filing fees, and is subject to change should unforeseen problems arise. **Payment for services is due UPON DELIVERY.** All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

**Any Additional Services** that are beyond the above scope will be billed at the hourly rates listed below:

3-man Field Crew	\$145.00/hr
3-man Field Crew>8hrs/day	\$175.00/hr
2-man Field Crew	\$130.00/hr
2-man Field Crew>8hrs/day	\$150.00/hr
2-man GPS Field Crew	\$160.00/hr
2-man GPS Field Crew>8hrs/day	\$180.00/hr
1-man Field Crew	\$100.00/hr
1-man Field Crew>8hrs/day	\$110.00/hr
1-man GPS Field Crew	\$130.00/hr
1-man GPS Field Crew>8 hrs/day	\$140.00/hr
RPLS (Not incl. in field crew)	\$125.00/hr
Field Sup. (Not incl. in field crew)	\$ 80.00/hr
Draftsman (CAD Operator)	\$ 70.00/hr
GPS Computations	\$ 80.00/hr

GIS Technician	\$ 60.00/hr
Survey Technician	\$ 80.00/hr
Clerical	\$ 40.00/hr
Plots, Copies	\$ 50.00/first plot; \$5.00 after first plot
Crew Travel Rate	\$ 95.00/hr
Mileage	\$ .55/mile
Per Diem Rate	\$ 35.00/per crew member, per day
Motel Expenses	\$ 85.00/per room, double occupancy

**CHANGES:** CLIENT will notify the SURVEYOR of all changes to the Scope of Services in writing. CLIENT agrees to pay for any changes to the Scope of Services that SURVEYOR fulfills.

**SCHEDULING:** SURVEYOR estimates to complete the requirements of the Scope of Services within 45 days of receipt of signed contract, barring any unforeseen circumstances (i.e., extreme weather conditions, unexpected and extreme staffing shortages, additional requirements, etc.). **In cases where easement information must be noted on the survey, SURVEYOR shall rely upon easement research as provided by property owner or Title Commitment received from CLIENT'S Title Company. SURVEYOR does not warrant or guarantee accuracy or completeness of easement research that may or may not affect this property. Delivery of survey shall be a minimum of 2 business days following receipt by SURVEYOR of any title commitment or easement information.** Delivery dates are estimates only and SURVEYOR does not warrant or guarantee completion by any date certain. SURVEYOR reserves the right to assign services under this agreement to any SURVEYOR personnel or subcontractors at SURVEYOR'S option.

**IMPORTANT:** SEE PAGE 3 of this Contract for additional provisions. Work will commence upon SURVEYOR'S receipt of this signed Contract.  
RONALD CARROLL SURVEYORS, INC. (SURVEYOR)

Ronald Carroll, Vice-President  
DATE: December 7, 2015

### ACCEPTANCE

The CLIENT signing below hereby states that he/she is authorized to represent and bind the OWNER OF THE PROPERTY and will personally guarantee payment to SURVEYOR for all charges and expenses hereby incurred. To accept the terms of this Contract and proceed with this survey, please sign both originals of this Contract and return one original to Ronald Carroll Surveyors, Inc. CLIENT hereby understands and agrees to all terms and provisions set forth above and on page 3. CLIENT understands this signed Contract shall be binding upon both SURVEYOR and CLIENT. CLIENT hereby accepts, in full, this Contract, subject to the terms and provisions as specified herein. CLIENT agrees for the purposes of this contract a facsimile signature will be considered an original signature. (CLIENT)

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

STANDARDS OF RESPONSIBILITY AND RULES OF CONDUCT

Ethical Standards 663.1, Section (d)

Any complaints of the survey practices of this company should be directed to the TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, 12100 Park 35 Circle Bldg A, Suite 156 MC-230 Austin, Texas 78751 or 512-239-5263.

## CONTRACTUAL PROVISIONS

### 1. GENERAL:

- a. All of the terms and provisions set forth on the face of this Survey Proposal and contained on this side of the Survey Proposal shall constitute part of one entire agreement between SURVEYOR and CLIENT.
- b. SURVEYOR is an incorporated survey company that performs Land Boundary surveying services in the State of Texas for the public.
- c. CLIENT is a person, group or firm that has requested SURVEYOR to perform a certain survey(s) of the property as described in LEGAL DESCRIPTION OF SUBJECT PROPERTY.
- d. SURVEYOR fully intends to perform services as outlined in the SCOPE OF SERVICES. CLIENT fully intends to pay for services rendered and invoiced.

**2. INFORMATION FROM CLIENT:** CLIENT shall provide SURVEYOR with full information about the Property including CLIENT'S objectives, specifications, constraints and information as required to establish the legal boundaries of the Property and the location of any underground utilities and easements. SURVEYOR shall be entitled to rely on the accuracy and completeness of this information.

### 3. ACCESS TO PROPERTY:

- a. CLIENT warrants to SURVEYOR that CLIENT is lawfully authorized to enter the Property, contract for surveying services and grant SURVEYOR full access to the survey site for activities necessary for the performance of services. SURVEYOR will take precautions to minimize damage due to these activities and will not be responsible to the cost of restoration, except in the case of gross negligence on the part of SURVEYOR.
- b. CLIENT warrants to SURVEYOR that CLIENT has secured permission from all adjoining property owners for SURVEYOR to enter their property for activities necessary for the performance of services. SURVEYOR will take precautions to minimize damage due to these activities and will not be responsible to the cost of restoration, except in the case of gross negligence on the part of SURVEYOR.

### 4. TERMS AND PROCEDURES FOR PAYMENT:

- a. CLIENT will be invoiced on a semi-monthly basis for services rendered to date. Invoices are payable within 15 days after the invoice date.
- b. If the invoice is not paid within 30 days, SURVEYOR may, without waiving any rights against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate services and commence with collections procedures. Invoices unpaid 60 days after the invoice date may be subject to a monthly service charge of 5% (or the legal rate) on the then unpaid balance.
- c. In the event any portion or all of an account remains unpaid 75 days after invoice date, CLIENT shall pay all costs of collection or legal action, including reasonable attorney's fees. Client is fully responsible for payment of survey before delivery. If there are any disputes or claims made during the project, all arbitration will be submitted to non-binding arbitration.
- d. No portion of SURVEYOR'S invoice will be retained or withheld for any reason.

**5. INDEMNITY: CLIENT SHALL TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS SURVEYOR, HIS OR HER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS FROM AND AGAINST ALL DAMAGE, LIABILITY AND COST, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE BY ANY OF THE PARTIES NAMED ABOVE OF THE SERVICES UNDER THIS AGREEMENT, EXCEPTING ONLY THOSE DAMAGES, LIABILITIES OR COSTS ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SURVEYOR.**

**6. LIMITS OF LIABILITY:** CLIENT HEREBY EXPRESSLY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, SURVEYOR'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE, INCLUDING SURVEYOR'S NEGLIGENCE, ERRORS, OMISSION, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY SURVEYOR UNDER THIS AGREEMENT.

**7. TERMINATION OF CONTRACT:** The CLIENT or SURVEYOR may terminate this contract should the other fail to perform its obligations hereunder. In the event of termination, the terminating party will submit in writing, to the other, a statement of cancellation. The CLIENT shall pay SURVEYOR for all services rendered, all reimbursable expenses, and reimbursable termination expenses incurred up to the date of termination within 15 days of submission of final invoice.

**8. NO WARRANTY:** Notwithstanding any other provision in this Agreement to the contrary, nothing contained herein shall be construed: 1) to constitute a guarantee, warranty or assurance, either express or implied, that SURVEYOR'S services will yield or accomplish a specific result; 2) to obligate SURVEYOR to exercise professional skill or judgment greater than that which can reasonably be expected from other Surveyors' under like circumstances; or 3) as an assumption by SURVEYOR of the liability of any other person. SURVEYOR will not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence SURVEYOR cannot ascertain.

**9. INFORMATION FROM THIRD PARTIES:** SURVEYOR reserves the right to rely on information from third parties for the completion of services. Third party information includes, but is not limited to, tax appraisal information, title commitment information, deed information, plats of record, flood plane information, monumentation information from governing entities and maps of all types, as well as plans, electronic drawings, etc. as furnished to SURVEYOR by CLIENT.

**10. BINDING EFFECT:** This Agreement shall be binding upon all successors and assigns of CLIENT and no assignment shall be made by CLIENT without the written agreement of SURVEYOR.

**11. LEGAL ACTION:** This contract shall be governed by the laws of the State of Texas. If SURVEYOR shall employ an attorney to enforce any provision of this contract, or to defend any suit instituted by CLIENT in connection herewith or defend any suit by CLIENT brought on any theory, CLIENT shall, if SURVEYOR recovers judgment against CLIENT or successfully defends any cause of action filed by CLIENT, pay to SURVEYOR the amount of its reasonable attorney's fees and costs and expenses incurred, as well as SURVEYOR billable time used and expenses incurred in the enforcement hereof or the defense of any such suit by CLIENT.

**12. COPYRIGHT:** With the exception of preparation of documents specifically for public record, this survey is being provided solely for the use of the current parties to this Contract and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within 6 months after the date the survey is provided.

SBS01 Admin Administrative File Proposals & Contracts BellCo Surveys SALADO VILLAGE SEWER LINE PROPOSAL 062315 Village of Salado\_Sanctuary\_120715.doc



Ronald Carroll Surveyors, Inc.  
5302 South 31st Street  
Temple, TX 76502  
www.rcsurveyors.com

Phone: (254) 773-1447  
Fax: (254) 773-1728  
Email: rcsurvey@rcsurveyors.com

## INVOICE

**Invoice Date:** 11/24/2015

**Invoice #:** 7870

**Project ID:** 15084\_PAPE-DAWSON

**Business Name:** The Sanctuary

**Client Name:** Robert Sulaski

PO Box 65

Montreat, NC 28757

**Mailing Address:**

**Site Address:** Salado, TX

**Job Description:** TOPO survey for Discharge Line, in the Village of Salado, Bell County, Texas.

**Details:** Interim Invoice (09/23/15 - 11/24/15) - Design Topo: \$8,500.00  
Non Taxable

**Billed Amount:** \$8,500.00

**Amount Paid:** \$0

**Amount Due Now:** \$8,500.00

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**Make Checks Payable to Ronald Carroll Surveyors, Inc.**

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**Please refer to Project ID on check(s) or if calling in credit card authorization.**

**Please retain for your records.  
Thank you for prompt payment.**

Please Note: All payments are due upon receipt.

The Client will pay, in full, each subsequent invoice within two weeks (14 days) of the date on the invoice, and may pay an additional charge of (5%) of the amount of the invoice per month for any payment received by the Surveyor more than fifteen (15) days from the date of the invoice. Accounts 45 days past due will be subject to lien, unless other arrangements are made at the time the Agreement is signed. The Client authorizes the Surveyor to charge Client's credit card, as provided to the Surveyor, in the event invoices become past due.

(See Contract Standard Conditions)

**BOARD OF ALDERMAN**  
**AGENDA ITEM MEMORANDUM**

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12/10/15  
Item #5  
Regular Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Presentation, discussion, and possible action on reconsideration of a variance to Section 4.2b, Protection of Drainage and Creek Areas, of the Subdivision Ordinance in accordance with Ordinance 2008-20 Flood Damage Prevention Ordinance, Section 4D Variance Procedures, for the Creekside Meadow subdivision.

**STAFF RECOMMENDATION:** Staff and the Village Engineer originally recommended approval. See attached letter from the Village Engineer.

**ITEM SUMMARY AND ANALYSIS:** This item was originally considered at the November 5<sup>th</sup> Regular BOA meeting. The variance was denied based upon a vote of 2 in favor/3 against.

In accordance with the Village Subdivision Ordinance and Flood Damage Prevention Ordinance, the applicant, Randy Taylor hired an engineer to prepare an application and associated documentation for a Conditional Letter of Map Revision (CLOMR) to be approved by FEMA. The application is for the Creekside Meadow / Tuscany on the Creek subdivision which is just off of Van Bibber Road.

Since that time, the CLOMR was approved by FEMA and the Village Engineer has reviewed the application and recommends approval. Section 4.2b of the Subdivision prohibits cut and fill development activity and requires a variance by the Board of Aldermen for this activity to take place.

This item was placed back on the agenda at the request of Alderman Coachman and Alderman McDougal for reconsideration.

**FISCAL IMPACT:** n/a

**ATTACHMENTS:**

- Engineer's recommendation letter
- FEMA Letter and Conditional Letter of Map Revision Comment Document



**KASBERG, PATRICK & ASSOCIATES, LP**  
CONSULTING ENGINEERS  
Texas Firm F-510

Temple  
One South Main Street  
Temple, Texas 76501  
(254) 773-3731

RICK N. KASBERG, P.E.  
R. DAVID PATRICK, P.E., CFM  
THOMAS D. VALLE, P.E.  
GINGER R. TOLBERT, P.E.  
ALVIN R. "TRAE" SUTTON, III, P.E., CFM

Georgetown  
1008 South Main Street  
Georgetown, Texas 78626  
(512) 819-9478

October 24, 2014

Mr. Edward (Jed) D. Sulak, Jr., P.E., C.F.M.  
Morrison Hydrology  
1600 Lake Air Drive  
Waco, Texas 76710

Re: Tuscany on the Creek (Creekside Meadows)  
Conditional Letter of Map Revision (CLOMR) Request  
Salado, Texas

Dear Mr. Sulak:

We have completed our fourth review of the referenced CLOMR application which we received on October 23, 2014. All of our previous comments have been addressed and we have no additional comments regarding the CLOMR application at this time. Please submit the Community Acknowledgement Form to the Village of Salado for signature prior to submitting the application to FEMA.

Please also note that this plan will need to be submitted to and approved by the Village of Salado Board of Aldermen as a variance request from Section 4.2b of the Subdivision Ordinance prior to implementation in the field.

If you have any questions or comments, please call.

Sincerely,

John A. Simcik, P.E., C.F.M.

xc: 2002-105

Mayor Skip Blancett, Village of Salado  
Ms. Kim Foutz, Village of Salado  
Ms. Margaret Murray, Village of Salado  
Mr. Larry Berrier, Village of Salado  
Mr. Billy Pipes, Owner



# Federal Emergency Management Agency

Washington, D.C. 20472

August 28, 2015

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:

Case No.: 15-06-0774R

The Honorable Skip Blancett  
Mayor, Village of Salado  
P. O. Box 219  
Salado, TX 76751

Community Name: Village of Salado, TX  
Community No.: 480033

Dear Mayor Blancett:

We are providing our comments with the enclosed Conditional Letter of Map Revision (CLOMR) on a proposed project within your community that, if constructed as proposed, could revise the effective Flood Insurance Study report and Flood Insurance Rate Map for your community.

If you have any questions regarding the floodplain management regulations for your community, the National Flood Insurance Program (NFIP) in general, or technical questions regarding this CLOMR, please contact the Director, Mitigation Division of the Federal Emergency Management Agency (FEMA) Regional Office in Denton, Texas, at (940) 898-5127, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our Web site at <http://www.fema.gov/nfip>.

Sincerely,

A handwritten signature in black ink, appearing to read "Luis Rodriguez".

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

List of Enclosures:

Conditional Letter of Map Revision Comment Document

cc: Ms. Kim Foutz  
Village Administrator

Mr. Edward D. Sulak, Jr., P.E., CFM  
Project Manager  
BSP Engineers, Inc.



# Federal Emergency Management Agency

Washington, D.C. 20472

## CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT

COMMUNITY INFORMATION		PROPOSED PROJECT DESCRIPTION	BASIS OF CONDITIONAL REQUEST
COMMUNITY	Village of Salado Bell County Texas	FILL	FLOODWAY HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.:		
IDENTIFIER	Tuscany on the Creek on Salado Creek Tributary 3	APPROXIMATE LATITUDE AND LONGITUDE: 30.954, -97.528 SOURCE: USGS QUADRANGLE    DATUM: NAD 83	
AFFECTED MAP PANELS			
TYPE: FIRM*	NO.: 48027C0510E    DATE: September 26, 2008	* FIRM - Flood Insurance Rate Map	

### FLOODING SOURCE AND REACH DESCRIPTION

Salado Creek Tributary 3 – from approximately 940 feet downstream of Van Bibber Road to approximately 50 feet upstream of Van Bibber Road

### PROPOSED PROJECT DESCRIPTION

Flooding Source	Proposed Project	Location of Proposed Project
Salado Creek Tributary 3	Fill Placement	from approximately 700 feet downstream of Van Bibber Road to approximately 100 feet downstream of Van Bibber Road

### SUMMARY OF IMPACTS TO FLOOD HAZARD DATA

Flooding Source	Effective Flooding	Proposed Flooding	Increases	Decreases
Salado Creek Tributary 3	Zone AE	Zone AE	Yes	Yes
	BFEs	BFEs	Yes	Yes
	Floodway	Floodway	Yes	Yes
	Zone X (shaded)	Zone X (shaded)	None	Yes

\* BFEs - Base (1-percent-annual-chance) Flood Elevations

### COMMENT

This document provides the Federal Emergency Management Agency's (FEMA's) comment regarding a request for a CLOMR for the project described above. This document is not a final determination; it only provides our comment on the proposed project in relation to the flood hazard information shown on the effective National Flood Insurance Program (NFIP) map. We reviewed the submitted data and the data used to prepare the effective flood hazard information for your community and determined that the proposed project meets the minimum floodplain management criteria of the NFIP. Your community is responsible for approving all floodplain development and for ensuring that all permits required by Federal or State/Commonwealth law have been received. State/Commonwealth, county, and community officials, based on their knowledge of local conditions and in the interest of safety, may set higher standards for construction in the Special Flood Hazard Area (SFHA), the area subject to inundation by the base flood. If the State/Commonwealth, county, or community has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum NFIP criteria.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304. Additional information about the NFIP is available on the FEMA Web site at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

15-06-0774R

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## Federal Emergency Management Agency

Washington, D.C. 20472

### CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

#### COMMUNITY INFORMATION

To determine the changes in flood hazards that will be caused by the proposed project, we compared the hydraulic modeling reflecting the proposed project (referred to as the proposed conditions model) to the hydraulic modeling used to prepare the Flood Insurance Study (FIS) (referred to as the effective model). If the effective model does not provide enough detail to evaluate the effects of the proposed project, an existing conditions model must be developed to provide this detail. This existing conditions model is then compared to the effective model and the proposed conditions model to differentiate the increases or decreases in flood hazards caused by more detailed modeling from the increases or decreases in flood hazards that will be caused by the proposed project.

The table below shows the changes in the BFEs:

BFE Comparison Table

Flooding Source: Salado Creek Tributary 3		BFE Change (feet)	Location of maximum change
Existing vs. Effective	Maximum increase	2.2	Approximately 30 feet downstream of Van Bibber Road
	Maximum decrease	0.7	Approximately 170 feet downstream of Van Bibber Road
Proposed vs. Existing	Maximum increase	None	
	Maximum decrease	0.1	Approximately 380 feet downstream of Van Bibber Road
Proposed vs. Effective	Maximum increase	2.2	Approximately 30 feet downstream of Van Bibber Road
	Maximum decrease	0.7	Approximately 170 feet downstream of Van Bibber Road

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304. Additional information about the NFIP is available on the FEMA Web site at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration



## Federal Emergency Management Agency

Washington, D.C. 20472

### CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

#### COMMUNITY INFORMATION (CONTINUED)

#### DATA REQUIRED FOR FOLLOW-UP LOMR

Upon completion of the project, your community must submit the data listed below and request that we make a final determination on revising the effective FIRM and FIS report. If the project is built as proposed and the data below are received, a revision to the FIRM and FIS report would be warranted.

- Detailed application and certification forms must be used for requesting final revisions to the maps. Therefore, when the map revision request for the area covered by this letter is submitted, Form 1, entitled "Overview and Concurrence Form," must be included. A copy of this form may be accessed at <http://www.fema.gov/media-library/assets/documents/1343>.

- The detailed application and certification forms listed below may be required if as-built conditions differ from the proposed plans. If required, please submit new forms, which may be accessed at <http://www.fema.gov/media-library/assets/documents/1343>, or annotated copies of the previously submitted forms showing the revised information.

Form 2, entitled "Riverine Hydrology and Hydraulics Form." Hydraulic analyses for as-built conditions of the base flood, the 10-percent, 2-percent, and 0.2-percent-annual-chance floods, and the regulatory floodway, must be submitted with Form 2.

- A certified topographic work map showing the revised and effective base and 0.2-percent-annual-chance floodplain and floodway boundaries. Please ensure that the revised information ties-in with the current effective information at the downstream and upstream ends of the revised reach.

- An annotated copy of the FIRM, at the scale of the effective FIRM, that shows the revised base and 0.2-percent-annual-chance floodplain and floodway boundary delineations shown on the submitted work map and how they tie-in to the base and 0.2-percent-annual-chance floodplain and floodway boundary delineations shown on the current effective FIRM at the downstream and upstream ends of the revised reach.

- As-built plans, certified by a registered Professional Engineer, of all proposed project elements.

- A copy of the public notice distributed by your community stating its intent to revise the regulatory floodway, or a signed statement by your community that it has notified all affected property owners and affected adjacent jurisdictions.

- Documentation of the individual legal notices sent to property owners who will be affected by any widening or shifting of the base floodplain and/or any BFE increases along Salado Creek Tributary 3.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304. Additional information about the NFIP is available on the FEMA Web site at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Luis Rodriguez".

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration



## Federal Emergency Management Agency

Washington, D.C. 20472

### CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

### COMMUNITY INFORMATION (CONTINUED)

#### DATA REQUIRED FOR FOLLOW-UP LOMR (continued)

• FEMA's fee schedule for reviewing and processing requests for conditional and final modifications to published flood information and maps may be accessed at <https://www.fema.gov/forms-documents-and-software/flood-map-related-fees>. The fee at the time of the map revision submittal must be received before we can begin processing the request. Payment of this fee can be made through a check or money order, made payable in U.S. funds to the National Flood Insurance Program, or by credit card (Visa or MasterCard only). Please either forward the payment, along with the revision application, to the following address:

LOMC Clearinghouse  
Attention: LOMR Manager  
847 South Pickett Street  
Alexandria, Virginia 22304

or submit the LOMR using the LOMC portal at <https://hazards.fema.gov/femaportal/onlinelomc/signin>.

After receiving appropriate documentation to show that the project has been completed, FEMA will initiate a revision to the FIRM and FIS report. Because the flood hazard information (i.e., base flood elevations, base flood depths, SFHAs, zone designations, and/or regulatory floodways) will change as a result of the project, a 90-day appeal period will be initiated for the revision, during which community officials and interested persons may appeal the revised flood hazard information based on scientific or technical data.

#### COMMUNITY REMINDERS

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Sandy Keefe  
Director, Mitigation Division  
Federal Emergency Management Agency, Region VI  
Federal Regional Center, Room 206  
800 North Loop 288  
Denton, TX 76209  
(940) 898-5127

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304. Additional information about the NFIP is available on the FEMA Web site at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Luis Rodriguez".

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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12/10/15

Item # 6

Public Hearing & Regular Agenda

Page 1 of 2

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Hold a Public Hearing and consider adopting a Resolution (R-2015-131) granting a petition of landowners within portions of the 276 acres of land of the H.W. Hurd Survey, the Edward A. Pitts Survey, the Benjamin Boles Survey, the James P. Wallace Survey, and the William Roberts Survey in Bell County, Texas more particularly described in the petition for annexation requesting Annexation for inclusion of the following property into the Village of Salado corporate limits, (*aka Sanctuary Development*), lying adjacent and contiguous to the present corporate limits of the Village of Salado; adopting a timetable for completing annexation; directing staff to perform activities necessary for the initiation of annexation proceedings; directing staff to develop a Municipal Services Plan; and calling for two public hearings.

**STAFF RECOMMENDATION:** Staff recommends approval of the Resolution as presented.

**ITEM SUMMARY AND ANALYSIS:** Texas State law stipulates a procedure for municipal annexation of areas where owners of real property have specifically petitioned for voluntary annexation. The owner and authorized owners' representative of the Sanctuary Development Land, has formally requested that the Village annex said acreage for the proposed development of a mixed use development which includes single family, multi-family, and commercial development. The property lies within the City's extraterritorial jurisdiction (ETJ).

The Resolution under consideration accomplishes the following:

- Establishes a timetable for completing annexation (see Exhibit B)
- Directs staff to perform all activities necessary for the initiation of annexation proceedings
- Directs staff to develop a Municipal Services Plan
- Calls for two public hearings to consider the annexation.

Annexation of these 276 acres will require adoption of an ordinance approved by the BOA. Before the ordinance can be introduced, Texas State law requires that two public hearings must be held to consider arguments for and against the proposed annexation. To begin the process, State law requires the Village to decide whether to grant or reject a petition for annexation. Accepting the petition initiates a series of proceedings, which may eventually lead to annexation of the land that the owner has petitioned the Village to annex.

The proposed dates for the public hearings are January 14, 2016 and January 21, 2016. Staff will present a Municipal Services Plan at the hearings on January 14, 2016 and January 21, 2016, as required by state law, showing how the City will serve the area proposed to be annexed. The proposed schedule anticipates adoption of the ordinance, approval of the service plan, and completion of the proceedings on February 11, 2016.

Pursuant to the Master Development Agreement, zoning of the properties will be done concurrently with the annexation.

**FISCAL IMPACT:** Cost of notices and future expenditures to accomplish the Municipal Services Plan.

**ATTACHMENTS:**

- Resolution
- Exhibits to Resolution (Exhibit A: Petition, metes & bounds, and map; Exhibit B: Timetable)



**RESOLUTION NO. R-2015-131**

**A RESOLUTION GRANTING A PETITION OF LANDOWNERS WITHIN PORTIONS OF THE 276 ACRES OF LAND OF THE H.W. HURD SURVEY, THE EDWARD A. PITTS SURVEY, THE BENJAMIN BOLES SURVEY, THE JAMES P. WALLACE SURVEY, AND THE WILLIAM ROBERTS SURVEY IN BELL COUNTY, TEXAS MORE PARTICULARLY DESCRIBED IN THE PETITION FOR ANNEXATION REQUESTING ANNEXATION FOR INCLUSION OF THE FOLLOWING PROPERTY INTO THE VILLAGE OF SALADO CORPORATE LIMITS, (AKA *SANCTUARY DEVELOPMENT*), LYING ADJACENT AND CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE VILLAGE OF SALADO; ADOPTING A TIMETABLE FOR COMPLETING ANNEXATION; DIRECTING CITY STAFF TO PERFORM ACTIVITIES NECESSARY FOR THE INITIATION OF ANNEXATION PROCEEDINGS; DIRECTING STAFF TO DEVELOP A MUNICIPAL SERVICES PLAN; CALLING PUBLIC HEARINGS TO CONSIDER THE ANNEXATION AS REQUIRED BY STATE LAW; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Salado, Texas is a General Law municipality authorized by State law to annex territory lying adjacent and contiguous to the corporate limits of said Village of Salado, Texas by Voluntary Annexation; and

**WHEREAS**, owners within the 276 acres of land out of the H.W. Hurd Survey, the Edward A. Pitts Survey, the Benjamin Boles Survey, the James P. Wallace Survey, and the William Roberts Survey in Bell County, Texas have submitted a written petition for voluntary annexation of said land to the Village of Salado under Section 43.028 of the Texas Local Government Code; and

**WHEREAS**, the above-described property lies adjacent and contiguous to the present corporate limits of the Village of Salado, is one-half mile or less in width, vacant and without residents or on which fewer than three qualified voters reside, as required by Section 43.028 of the Texas Local Government Code; and

**WHEREAS**, the property lies within the Village's Extraterritorial Jurisdiction (ETJ);

**WHEREAS**, Section 43.028 of the Texas Local Government Code requires the governing body of a municipality to grant or refuse petitions seeking annexation; and

**WHEREAS**, Section 43.063 of the Texas Local Government Code requires that before a municipality may institute annexation proceedings, the governing body must conduct two public hearings at which all persons interested in the annexation are given the opportunity to be heard; and

**WHEREAS**, Section 43.065 of the Texas Local Government Code requires that before the publication of the notice of the first hearing required under Section 43.063 of the Texas Local Government Code, the governing body of the municipality shall direct its planning department or other appropriate municipal department to prepare a service plan that provides for the extension of full municipal services to the area to be annexed;

**WHEREAS**, a schedule has been prepared with the proposed dates for the public hearing and date that staff will present a municipal services plan, as required by state law; and

**WHEREAS**, the Board of Aldermen has considered the matter and deems it in the public interest to authorize this action.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, TEXAS:**

#### **SECTION 1**

The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

#### **SECTION 2**

That the Village of Salado hereby grants the petition seeking annexation by the owners within the 276 acres of land out of the H.W. Hurd Survey, the Edward A. Pitts Survey, the Benjamin Boles Survey, the James P. Wallace Survey, and the William Roberts Survey in Bell County, Texas, said land being depicted and described more particularly by metes-and-bounds on the attached Exhibit "A".

#### **SECTION 3**

That the Village of Salado hereby adopts a timetable for completing annexation of the above-described property, providing for all public hearings to be held within the time required by law, as described on attached Exhibit "B".

#### **SECTION 4**

That Village staff is hereby directed to prepare a Municipal Services Plan that provides for the extension of full municipal services to the above-described property, publish appropriate notices, and perform other activities necessary for the initiation of annexation proceedings, as required by state law.

**SECTION 5**

That the Village of Salado hereby calls two public hearings to gather comments concerning the proposed annexation described above, with the first public hearing scheduled for the a Board of Aldermen Meeting on January 14, 2016 at 6:30 PM, and the second public hearing at a Board of Aldermen Meeting on January 21, 2016, at 6:30 PM, both public hearings to be held in the Board of Aldermen Chambers of the Municipal Building located at 301 Stagecoach Road in Salado, Bell County, Texas.

**SECTION 6**

It is hereby officially found and determined that the meeting at which this Resolution was 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.

**SECTION 7**

That this Resolution shall be effective immediately upon its passage and approval.

**PASSED AND APPROVED by the Board of Aldermen of the Village of Salado**

**this 10<sup>th</sup> day of December, 2015 by a vote of**

**\_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions).**

\_\_\_\_\_  
Skip Blancett, Mayor

ATTEST:

\_\_\_\_\_  
Mary Ann Ray, Village Secretary

**EXHIBIT "A"**  
**PETITION FOR VOLUNTARY ANNEXATION**  
**(includes Area Map and Metes & Bounds)**

# EXHIBIT A

STATE OF TEXAS  
COUNTY OF BELL

§  
§  
§

## PETITION FOR VOLUNTARY ANNEXATION

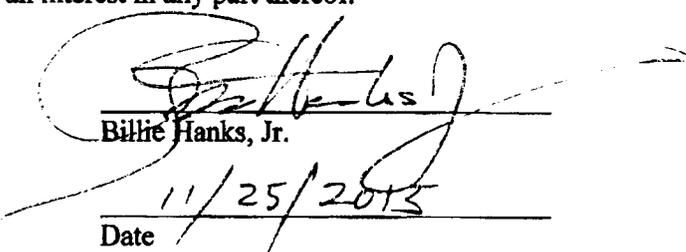
To the Mayor and Board of Aldermen of the Village of Salado:

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the Village of Salado to extend the present incorporated municipal boundaries (i.e., City limits) so as to include in, and annex as a part of, the Village of Salado, the property described on Exhibit "A", which is attached and incorporated herein for all purposes.

We certify and swear that the tract is:

1. one-half mile or less in width; and
2. adjacent (i.e., contiguous) to the municipal boundary; and
3. the location upon which fewer than three registered voters reside, or is vacant or without residents.

We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract or having an interest in any part thereof.

  
\_\_\_\_\_  
Billie Hanks, Jr.

11/25/2015  
\_\_\_\_\_  
Date

This instrument was acknowledged before me by Billie Hanks, Jr. on this the 25<sup>th</sup> day of November, 2015.



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

My commission expires: 12-21-2015

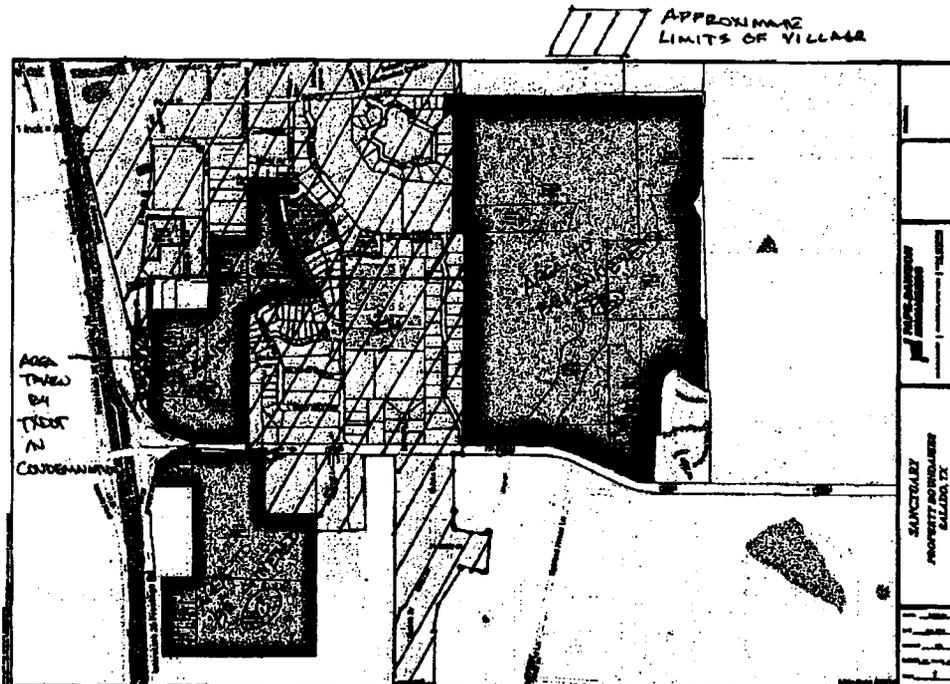
SECRET A T-100000

## Exhibit "A" to the Petition for Voluntary Annexation

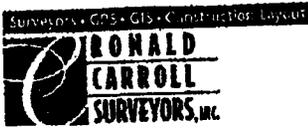
### Property Description

The attached survey of property includes land parcels or tracts owned by the following Owners and this illustrative map indicates the entire area of land to be annexed.

BILLIE HANKS, JR., an individual,  
HANKS-CABINESS TRUST,  
BHHC CHRISTIAN DEVELOPMENT, LLC, a Texas limited liability company,  
BHHC CHRISTIAN DEVELOPMENT I, LLC, a Texas limited liability company,  
BHHC CHRISTIAN DEVELOPMENT II, LLC, a Texas limited liability company,  
BHHC CHRISTIAN DEVELOPMENT III, LLC, a Texas limited liability company, HEIDI  
HANKS WATERS, an individual, HEATHER HANKS MCGREADY, an individual,  
OLD WORLD BBD, INC., a Texas corporation, and  
SANCTUARY SALADO INVESTMENT II, LLC, a Texas limited liability company,  
(each individually referred to herein as an "Owner", and collectively referred to herein as the "Owners")



AREA (A) TO BE ANNEXED



September 17, 2015

Page 1 of 4

Field notes for Mr. Billie Hanks & Mr. Robert Sulaski for:  
**WEST TRACTS OUTSIDE CITY LIMITS**

Part of the H.W. HURD SURVEY, Abstract Number 398, and part of the EDWARD A. PITTS SURVEY, Abstract Number 651, being all of THE SALADO VILLAGE AT EIGHT LAKES SUBDIVISION, LOTS ONE, TWO, THREE AND FOUR, an addition to the Village of Salado, in Bell County, Texas, as it appears upon the map recorded in Cabinet D, Slide 350-D of the Bell County Plat Records, embracing a portion of the tract described in the deed to Bob Howerton, Trustee, 4.253 acres tract, and part of the 20-36/100 acres tract, recorded in volume 5719, page 37 of the Bell County Official Public Records.

BEGINNING at a 5/8 inch iron rebar set with a cap stamped "RCS INC" being in the east right of way line of Interstate Highway Number 35, for an angle point in the east line of a tract described in the deed to the State of Texas recorded as Parcel Number 4, Document Number 2012-00014202 of said Official Public Records, being the northwest corner of said Lot 1 of THE SALADO VILLAGE AT EIGHT LAKES SUBDIVISION, LOTS ONE, TWO, THREE AND FOUR, for the southwest corner of Lot 1 STONE CREEK AT COLLEGE HILL, an addition to the Village of Salado as it appears upon the map recorded in Cabinet A, Slide 204-A of said Plat Records, from said 5/8 inch iron rebar set, another 5/8 inch iron rebar found bears north 43 degrees-11 minutes west 9-2/10 feet.

Thence south 74 degrees-12 minutes east along the north line of said Lot 1 THE SALADO VILLAGE AT EIGHT LAKES SUBDIVISION, for the south line of said Lot 1 of STONE CREEK AT COLLEGE HILL Addition, 287-78/100 feet to a 1/2 inch iron rebar found for an angle point in said Lot 1 THE SALADO VILLAGE AT EIGHT LAKES SUBDIVISION, and being the southeast corner of Lot 2 of said STONE CREEK AT COLLEGE HILL, and for the southwest corner of a tract described in the deed to Lyle G. Radebaugh, et ux recorded in volume 3030, page 576 of said Official Public Records.

Thence south 74 degrees-08 minutes-45 seconds east along the north line of said Lot 1 THE SALADO VILLAGE AT EIGHT LAKES SUBDIVISION, and the north line of said Howerton 4.253 acres tract, for the south line of said Radebaugh tract, 326-07/100 feet to an axle found for the northeast corner of said Howerton 4.253 acres tract, being the southeast corner of said Radebaugh tract, and being in the west line of said Howerton 20.36 acres tract.

Thence north 17 degrees-34 minutes-40 seconds east along the east line of said Radebaugh tract, for said west line of the Howerton 20.36 acres tract, 263-37/100 feet to a 5/8 inch iron rebar set with a cap stamped "RCS INC" for the northwest corner of said Howerton 20.36 acres tract, the northeast corner of said Radebaugh tract, the southeast corner of College Hill Drive, and the southwest corner of a 0.541 of an acre tract, per Howerton volume 5719, page 37 of said Official Public Records, and being in the south line of the City Limits of the Village of Salado according to the map filed of record as

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www.rcsurveyors.com

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September 17, 2015

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Field notes for Billie Hanks/Robert Sulaski for: (continued)  
**WEST TRACTS OUTSIDE CITY LIMITS**

ANNEXATION ORDINANCE 2004.13 recorded in volume 5615, page 561 of said Official Public Records.

Thence south 73 degrees-54 minutes east along the north line of said Howerton 20.36 acres tract, for the south line of said Howerton 0.541 of an acre tract and said City Limits line, 393-32/100 feet to a ½ inch iron rebar found with a cap stamped "RPLS 1817" for the southeast corner of said Howerton 0.541 of an acre tract, being a northerly southwest corner of a 11.967 acre tract of said Howerton tracts.

Thence south 74 degrees-50 minutes-30 seconds east continue along the north line of said Howerton 20.36 acres tract, for the northerly south line of said Howerton 11.967 acres tract, 15-97/100 feet to a ½ inch iron rebar found with a cap stamped "RPLS 1817" for the northeast corner of said Howerton 20.36 acres tract, and a re-entrant corner of said Howerton 11.967 acres tract, being a re-entrant corner of said City Limits line.

Thence south 17 degrees-10 minutes-25 seconds west along the common line of said Howerton 11.967 acre tract and 20.36 acre tract, for a west line of the City Limits, 355-38/100 feet to a ¾ inch iron pipe found for the southwest corner of said Howerton 11.967 acres tract, and the northwest corner of a tract described in the deed to Richard Thomas, et ux recorded in volume 3053, page 1 of said Official Public Records.

Thence south 17 degrees-20 minutes-10 seconds west continuing along said east line of the Howerton 20.36 acre tract, and to and along the west line of said Thomas and Block 3 of the LINDA VENTURA 1<sup>ST</sup> EXTENSION AND REVISION OF BLOCKS 3 & 4 OF LINDA VENTURA, an addition to the City of Salado as it appears upon the map recorded in Cabinet A, Slide 236-C of said Plat Records, and said west line of the City Limits line, 669-34/100 feet to a 5/8 inch iron rebar set with a cap stamped "RCS INC" for the southwest corner of Lot 25, Block 3 of said LINDA VENTURA 1<sup>ST</sup> EXTENSION, being the northwest corner of a tract described in the deed to Charles H. Gerhart, et ux recorded in volume 1260, page 142 of the Bell County Deed Records.

Thence south 15 degrees-15 minutes west continuing along the east line of said Howerton 20.36 acre tract, for the west line of said Gerhart and City Limits line, 601-27/100 feet to a point being in the north line of Farm To Market Road Number 2268, and the north line of a tract described in the deed to the State of Texas, Parcel Number 1, recorded in volume 753, page 244 of said Deed Records, for the southeast corner of said Howerton 20.36 acres tract, and the southwest corner of said Gerhart tract, from said point, a 5/8 inch iron rebar found with a cap stamped "CDS Muery S.A. Tx. bears south 5 degrees-33 minutes east 0-2/10 of a foot,

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[www.rcsurveyors.com](http://www.rcsurveyors.com)

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September 17, 2015

Page 3 of 4

Field notes for Billie Hanks/Robert Sulaski for: (continued)  
**WEST TRACTS OUTSIDE CITY LIMITS**

Thence along the north line of said Farm Market Road and State of Texas tract, for said south line of the Howerton 20.36 acres tract:

North 73 degrees-29 minutes-25 seconds west 554-91/100 feet to a 5/8 inch iron rebar found with an aluminum TXDOT cap for an angle point;

North 75 degrees-10 minutes-55 seconds west 6-54/100 feet to a TXDOT Type I concrete monument found for an angle point;

North 51 degrees-22 minutes-30 seconds west 349-96/100 feet to a TXDOT Type I broken concrete monument found for an angle point; and

North 23 degrees-24 minutes-25 seconds west 184-21/100 feet to a 5/8 inch iron rebar set with a cap stamped "RCS INC" being in said east line of the Interstate Highway, for the south corner of said State of Texas Parcel Number 4 tract.

Thence north 10 degrees-52 minutes-10 seconds east along the east line of said Interstate Highway and State of Texas Parcel Number 4, a distance of 183-85/100 feet to a 5/8 inch iron rebar found with an aluminum cap stamped "TXDOT" in the common line of said Howerton 4.253 acres and 20.36 acres tracts.

Thence north 27 degrees-32 minutes-05 seconds east continuing along said east line of the Highway and State of Texas tract, 88-39/100 feet to a 5/8 inch iron rebar found for the southwest corner of Lot 4 of said THE SALADO VILLAGE AT EIGHT LAKES SUBDIVISION LOTS ONE, TWO, THREE AND FOUR addition.

Thence continuing along said east line of the Highway and State of Texas tract, for the west line of said Lots 4, 3, 2, and 1 of THE SALADO VILLAGE AT EIGHT LAKES SUBDIVISION LOTS ONE, TWO, THREE, AND FOUR:

North 23 degrees-13 minutes-40 seconds east 347-57/100 feet to a mag nail set in the concrete base of a metal power pole for an angle point in said Lot 3;

North 10 degrees-37 minutes-15 seconds east 349-96/100 feet to a 5/8 inch iron rebar found for an angle point in the west line of said Lot 1; and

North no degrees-36 minutes east 99-91/100 feet to the place of beginning and containing 31-8/10 acres, as surveyed.

As per the clients request there is no map that accompanies these field notes.

September 17, 2015

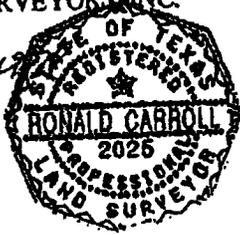
Page 4 of 4

Field notes for Billie Hanks/Robert Sulaski for: (continued)  
**WEST TRACTS OUTSIDE CITY LIMITS**

Basis of bearings taken from the Texas State Plane Coordinate System, NAD83, Central Zone, by GPS observations and referenced to the LEICA SMARTNET WORK OF NORTH AMERICA base station "MAKT" in Killeen, Texas.

Surveyed September 17, 2015  
RONALD CARROLL SURVEYORS, INC.

*Ronald Carroll*  
Ronald Carroll, RPLS  
Vice President

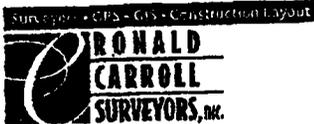


S: data \rjobs 2015 15084 Pape Dawson draft field notes Hanks West Tracts outside City Limits 091715

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AREA (B) TO BE ANNEXED



September 17, 2015

Page 1 of 5

Field notes for Mr. Billie Hanks & Mr. Robert Sulaski for:  
**EAST TRACTS OUTSIDE CITY LIMITS**

Part of the BENJAMIN BOLES SURVEY, Abstract Number 62, part of the EDWARD A. PITTS SURVEY, Abstract Number 651, and part of the JAMES P. WALLACE SURVEY, Abstract Number 901, and embracing the tracts described in the deed to Billie Hanks, Jr. recorded in Document Number 2012-00010320 of the Bell County Official Public Records, part of the 33.00 acres described in the deed to Billie Hanks, Jr. recorded in volume 2497, page 488 of said Official Public Records, part of the tract described in the deed to Billie Hanks, Sr. recorded in volume 1429, page 857 of the Bell County Deed Records, the tract described in the deed to Billie Hanks, Jr. recorded in volume 4296, page 719 of said Official Public Records, the tract described in the deed to Billie Hanks, Jr. TRACT ONE, recorded in volume 3052, page 345 of said Official Public Records, part of the tracts described in the deeds to Old World BBD, Inc. recorded in volume 4135, page 378; volume 4164, page 538; and volume 4621, page 191 of said Official Public Records.

BEGINNING at a point in the north right of way line of Farm to Market Road Number 2268, being the north line of a tract described in the deed to the State of Texas, Parcel Number 3, Tract No. 1, recorded in volume 753, page 247 of said Deed Records, for the southwest corner of said Hanks tract in Document Number 2012-00010320 of said Official Public Records, and being the southeast corner Salado Oaks Drive, as it appears upon the map of SALADO OAKS ADDITION, an addition to Bell County as it appears upon the map recorded in Cabinet C, Slide 33-C of the Bell County Plat Records, and being in the east City Limits line of the Village of Salado according to the map of the ANNEXATION ORDINANCE number 2004.13 of the VILLAGE OF SALADO, recorded in 5615, page 561 of said Official Public Records, from said point, a ½ inch iron rebar found bears south 16 degrees-30 minutes-30 seconds west 1-5/10 feet.

Thence north 16 degrees-30 minutes-30 seconds east along the west line of said Hanks tract, and the east line of said SALADO OAKS ADDITION and said east City Limits line, 2099-74/100 feet to a ½ inch iron rebar found for the northeast corner of Lot 13, Block 3 of said SALADO OAKS ADDITION, and a tract described in the deed to Maurice L. Striegler, et ux recorded in volume 4599, page 291 of said Official Public Records, and the northeast corner of an 80 feet Road Access Easement according to the plat of SALADO OAKS ADDITION, and being a southerly northeast corner of said east line of the City Limits.

Thence north 73 degrees-52 minutes west along said north line of Lot 13, Block 2 of SALADO OAKS ADDITION and Striegler tract, 116-82/100 feet to a ½ inch iron rebar found for a re-entrant corner of said east line of the City Limits, and being the southeast corner of a tract described in the deed to Patsy J. Hodges, et al, Affidavit of Heirship, recorded in volume 3602, page 612 of said Official Public Records.

5302 S. 31<sup>st</sup> Street • Temple, Texas • 76502  
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September 17, 2015

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Field notes for Mr. Billie Hanks & Mr. Robert Sulaski for: (continued)  
**EAST TRACTS OUTSIDE CITY LIMITS**

Thence north 16 degrees-22 minutes-20 seconds east along the east line of said City Limits line, 467-04/100 feet to a ½ inch iron rebar found for the southeast corner of Lot 11 VICTORIAN OAKS, an addition to Bell County, Texas as it appears upon the map recorded in Cabinet A, Slide 37-B of said Plat Records, and the northeast corner of said Hodges tract.

Thence north 16 degrees-22 minutes-20 seconds east along the east line of said VICTORIAN OAKS ADDITION and City Limits line, for the west line of said Hanks tract recorded in Document Number 2012-00010320 of said Official Public Records, at 740-34/100 feet pass a ¾ inch iron pipe found for the northeast corner of Lots 15 and 16, of said VICTORIAN OAKS ADDITION, being the southeast corner of a tract described in the deed to Billie Hanks, Jr. recorded in volume 1515, page 315 of said Deed Records, and continue along the east line of said Hanks tract recorded in volume 1515, page 315 of said Deed Records and east line of the City Limits, in all, 880-05/100 feet to a point in the south right of way line of Royal Street, for the northeast corner of said Hanks tract recorded in volume 1515, page 315 of said Deed Records, being the northwest corner of said Hanks tract recorded in Document number 2012-0001032 of said Official Public Records, being a re-entrant corner of said east line of the City Limits, from said point, a ¾ inch iron pipe found for the northwest corner of said Hanks tract recorded in volume 1515, page 315 of said Deed Records, also being the northeast corner of Lot 4 of the HOWERTON ADDITION, an addition to Bell County, Texas as it appears upon the map recorded in Cabinet C, Slide 177-C of said Plat Records, bears north 73 degrees-33 minutes-25 seconds west 100-44/100 feet.

Thence south 73 degrees-33 minutes-25 seconds east along the north line of said Hanks tract recorded in volume 2012-00010320 of said Official Public Records, for the south line of said Royal Street and City Limits line, at 60-15/100 feet pass a 6 inch Cedar fence corner post for the southeast corner of said Royal Street and said City Limits line, being the southwest corner of a tract described in the deed John R. Johnson, et ux recorded in volume 1255, page 537 of said Deed Records, and continue along the south line of said Johnson tract, at 1706-0/10 feet pass a point for the southeast corner of said Johnson tract, being the southwest corner of a tract described in the deed to Elaine D. Wolfe recorded in volume 4910, page 328 of said Official Public Records, from said point, a ½ inch iron rebar found bears south 16 degrees-13 minutes-30 seconds west 3-5/10 feet, and continue along the south line of said Wolfe tract, in all, 2504-0/10 feet to a 5/8 inch iron rebar found for the northeast corner of said Hanks tract, the southeast corner of said Wolfe tract, and being in the west line of a tract described in the deed to Willie B. Ory Family Trust recorded in volume 4839, page 1 of said Official Public Records.

Field notes for Mr. Billie Hanks & Mr. Robert Sulaski for: (continued)  
**EAST TRACTS OUTSIDE CITY LIMITS**

September 17, 2015

Page 3 of 5

Thence south 15 degrees-58 minutes-10 seconds west along the east line of said Hanks tract, for said west line of the Ory tract, at 511-5/10 feet pass a 5/8 inch iron rebar found with a cap stamped "RCS INC" for the northeast corner of a Hanks 17.954 acre tract recorded in Document Number 2012-00010320 of said Official Public Records, and continue along the east line of said Hanks 17.954 acre tract, in all, 772-0/10 feet to a 16" Live Oak tree for an angle point in the east line of said Hanks tract, and said west line of the Ory tract.

Thence south 28 degrees-17 minutes-10 seconds west along the east line of said Hanks tract, 204-55/100 feet to a 3/4 inch iron pipe found for an angle point in said east line of the Hanks tract, and the west line of said Ory tract.

Thence south 13 degrees-23 minutes-05 seconds east continuing along the east line of said Hanks tract recorded in Document Number 2012-00010320 of said Official Public Records, 272-52/100 feet to a 1 1/4 inch iron pipe found for an angle point in said Hanks and Ory tracts.

Thence south 16 degrees-41 minutes west along said Hanks and Ory common lines, 1697-85/100 feet to a point for the northeast corner of Shepherd Drive as it appears upon the map of SHEPHERD'S GLEN SUBDIVISION recorded in Cabinet C, Slide 306-B&C of said Plat Records. Thence along the north and west line of said SHEPHERD'S GLEN SUBDIVISION, and also the north and west line of SHEPHERD'S GLEN SUBDIVISION LOTS 12, 19, 20, 24 AND 25, a subdivision to Bell County, Texas as it appears upon the map recorded in Cabinet D, Slide 256-C of said Plat Records: North 73 degrees-14 minutes west 59-95/100 feet to a 5/8 inch iron rebar set with a cap stamped "RCS INC" for the northeast corner of Lot 24;

North 41 degrees-57 minutes-45 seconds west 271-45/100 feet to a 1/2 inch iron rebar found with a cap stamped "TCB-2181" for the northwest corner of said Lot 24;

North 9 degrees-28 minutes east 55-82/100 feet to a 1/2 inch iron rebar found with a cap stamped "TCB-2181" for the northeast corner of said Lot 1;

North 54 degrees-20 minutes west 79-8/10 feet to a 5/8 inch iron rebar set with a cap stamped "RCS INC" for the north corner of said Lot 1;

South 74 degrees-22 minutes west 110-03/100 feet to a 1/2 inch iron rebar found with a cap stamped "TCB-2181" for the northwest corner of said Lot 1;

South 37 degrees-37 minutes west 102-10/100 feet to a 1/2 inch iron rebar found with a cap stamped "TCB-2181" for an angle point in the west line of said Lot 1;

September 17, 2015

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Field notes for Mr. Billie Hanks & Mr. Robert Sulaski for: (continued)  
**EAST TRACTS OUTSIDE CITY LIMITS**

South 17 degrees-39 minutes-20 seconds west at 82-05/100 feet pass a point for a corner of said Old World BBD, Inc. tract, and continue in all, 513-34/100 feet to a Mag Nail set for the re-entrant corner of said SHEPHERD'S GLEN SUBDIVISION, being in the centerline of Staghorn Lane;

North 72 degrees-no minutes west along the southerly north line of said SHEPHERD'S GLEN SUBDIVISION, 47-28/100 feet to a ½ inch iron rebar found with a broken cap for the southerly northwest corner of said SHEPHERD'S GLEN SUBDIVISION; and

South 17 degrees-38 minutes-45 seconds west 472-80/100 feet to a point in said north right of way line of Farm to Market Road Number 2268 and State of Texas tract, being at the beginning of a curve to the right whose radius is 905-37/100 feet, for the southwest corner of Lot 20 of said SHEPHERD'S GLEN SUBDIVISIONS LOTS 12, 19, 20, 24 AND 25, from said point, a ½ inch iron rebar found with a cap stamped "TCE-2181" bears south 17 degrees-39 minutes west 1-91/100 feet.

Thence northwesterly along said north right of way line of FM 2268 and State of Texas tract, and said curve to the right, 344-32/100 feet to a 5/8 inch iron rebar set with a cap stamped "RCS INC" at the end of said curve to the right, the long chord of said 344-32/100 feet arc is north 59 degrees-19 minutes-45 seconds west 342-25/100 feet.

Thence north 48 degrees-19 minutes-30 seconds west continuing along the north line of said Road and State of Texas tract, for the south line of said Hanks tract, 454-31/100 feet to a 5/8 inch iron rebar found at the beginning of a curve to the left whose radius is 1005-37/100 feet.

Thence northwesterly continuing along said north line of the Road and State of Texas tract and said curve to the left, 438-26/100 feet to a 1 ¼ inch iron pipe found at the end of said curve to the left, the long chord of said 438-26/100 feet arc is north 60 degrees-55 minutes-50 seconds west 434-80/100 feet.

Thence north 73 degrees-27 minutes west continuing along the north line of said Road and State of Texas tract, for said south line of the Hanks tract, 742-18/100 feet to the place of beginning and containing 194-57/100 acres, as surveyed.

At the request of the client, a drawing was not provided with this legal description.

September 17, 2015

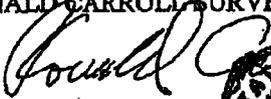
Page 5 of 5

Field notes for Mr. Billie Hanks & Mr. Robert Sulaski for: (continued)  
**EAST TRACTS OUTSIDE CITY LIMITS**

Basis of bearings taken from the Texas State Plane Coordinate System, NAD83, Central Zone, by GPS observations and referenced to the LEICA SMARTNET WORK OF NORTH AMERICA base station "MAKT" in Killeen, Texas.

Surveyed September 18, 2015

RONALD CARROLL SURVEYORS, INC.

  
Ronald Carroll, RPLS  
Vice President



S: data txjobs:2015 15084 Page Dawson draft field notes Hanks EAST Tracts outside City Limits 091715

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AREA @ TO BE ANSWERED

# MATKIN HOOVER

## ENGINEERING & SURVEYING

3305 Shell Road, Suite 100, Georgetown, Texas 78633  
Phone: 512-868-2244 FAX: 830-249-0099

Field Notes for a 21.343 Acre Tract of Land

BEING A 21.343 ACRE TRACT OF LAND, LOCATED IN THE H.W. HURD SURVEY, ABSTRACT NUMBER 398, AND THE WILLIAM ROBERTS SURVEY, ABSTRACT NUMBER 708, BELL COUNTY, TEXAS. SAID 21.343 ACRE TRACT BEING THE REMAINING PORTION OF THAT CERTAIN 30.00 ACRE TRACT OF LAND, DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIBN, RECORDED IN VOLUME 5911, PAGE 439, OFFICIAL RECORDS, BELL COUNTY, TEXAS, SAID 30.00 ACRE TRACT HEREIN AFTER REFERRED TO AS "PARENT TRACT". SAID 21.343 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found in a west boundary line of a called 93.89 acre tract of land, recorded in Volume 5489, Pages 537-540, Official Records, Bell County, Texas, at the northeast corner of the remaining portion of a called 30.00 acre tract of land, recorded in Volume 5262, Page 151, Official Records, Bell County, Texas, at the southeast corner of said parent tract, and being the southeast corner of the herein described tract;

Thence, North 73°19'58" West, with the north boundary line of said 30.00 acre tract and the south boundary line of said parent tract, a distance of 1543.82 feet (record, North 71°17'03" West) to a Texas Department of Transportation right-of-way monument found at the southeast corner of a called Parcel 47, recorded in Document Number 2007-00041732, Official Records, Bell County, Texas, in the east right-of-way line of Interstate Highway 35, and being the southwest corner of the herein described tract;

Thence North 15°28'36" East, with an east boundary line of said parcel 47 and the east right-of-way line of Interstate Highway 35, a distance of 32.76 feet (record, North 15°21'46" East) to a 1/2" iron rod set with a red "Matkin-Hoover Eng. & Survey" plastic cap in the south boundary line of the remaining portion of a called 2.79 acre tract of land, "Tract 3", recorded in Document Number 2007-00006719, Real Property Records, Bell County, Texas, said point being an exterior corner of the herein described tract;

Thence, South 73°35'12" East, with the south boundary line of the remaining portion of said 2.79 acre tract, "Tract 3", a distance of 349.43 feet (record, South 71°18'02" East) to a 1/2" iron rod set with a red "Matkin-Hoover Eng. & Survey" plastic cap for an interior corner of the herein described tract;

Thence, North 15°15'30" East, with the east boundary line of the remaining portion of said 2.79 acre tract, "Tract 3", the east boundary line of the remaining portion of a called 2.79 acre tract, "Tract 2", recorded in Document Number 2007-00006718, Real Property Records, Bell County, Texas, and the east boundary line of the remaining portion of a called 2.79 acre tract, "Tract 1", recorded in Document Number 2007-00006720, Real Property Records, Bell County, Texas, a distance of 729.65 feet (record, North 17°32'40" East, a distance of 729.65 feet) to a 5/8" iron rod found in the south boundary line of a remaining portion of a called 40.05 acre tract of land, recorded in Volume 3715, Page 155, Official Records, Bell County, Texas, being a northwest corner of the herein described tract;

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Thence, South 73°19'42" East, with the south boundary line of the remaining portion of said 40.05 acre tract, and the north boundary line of said parent tract, a distance of 1209.83 feet (record, South 71°02'42" East) to a 1/2" iron rod found in a west boundary line of said 93.89 acre tract, and for the northeast corner of the herein described tract;

Thence, South 16°25'42" West, with a west boundary line of said 93.89 acre tract, and the east boundary line of said parent tract, a distance of 763.64 feet (record, South 18°42' East, a distance of 763.93 feet) to the POINT OF BEGINNING and containing 21.343 acres of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



Travis L. Quicksall Date: 07/30/2014  
RPLS #6447  
Job #14-4116.1 21.343 ACRES

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# MATKIN HOOVER

## ENGINEERING & SURVEYING

3305 Shell Road, Suite 100, Georgetown, Texas 78633  
Phone: 512-868-2244 FAX: 830-249-0099

Field Notes for a 26.674 Acre Tract of Land

BEING A 26.674 ACRE TRACT OF LAND, LOCATED IN THE H. W. HURD SURVEY, ABSTRACT NUMBER 398, AND THE WM ROBERTS SURVEY, ABSTRACT NUMBER 708, BELL COUNTY, TEXAS. SAID 26.674 ACRE TRACT BEING A PORTION OF THAT CERTAIN 40.05 ACRE TRACT OF LAND, DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN VOLUME 3715, PAGE 155, OFFICIAL RECORDS, BELL COUNTY, TEXAS. SAID 26.674 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found in a west boundary line of a called 93.89 acre tract of land, recorded in Volume 5489, Pages 537-540, Official Records, Bell County, Texas, at the northeast corner of the remaining portion of a called 30.00 acre tract of land, recorded in Volume 5911, Page 439, Official Records, Bell County, Texas, at the southeast corner of said 40.05 acre tract, and being the southeast corner of the herein described tract;

Thence, North 73°19'42" West, with the north boundary line of said 30.00 acre tract and the south boundary line of said 40.05 acre tract, a distance of 1246.30 feet (record, North 71° 02' 42" West) to a 1/2" iron rod found in the north boundary line of a called 2.79 acre tract of land, recorded in Document Number 2007-0006720, Real Property Records, Bell County, Texas, at the southeast corner of Lot 1B, Block 1, Cowboy Code subdivision, recorded in Cabinet D, Slide 397-B, Plat Records, Bell County, Texas, and for the southwest corner of the herein described tract;

Thence, North 15°14'53" East, with the east boundary line of said Cowboy Code subdivision, a distance of 866.79 feet (record, North 16°41'44" East, a distance of 866.93 feet) to a 1/2" iron rod found at the southwest corner of the Proposed Lot 1, Pipes Place, at the southeast corner of Lot 1, Block 1, Salado Wildlife subdivision, recorded in Cabinet D, Slide 329-D, Plat Records, Bell County, Texas, and being an exterior corner of the herein described tract;

Thence, with multiple boundary lines of said Proposed Lot 1, Pipes Place, the following three (3) courses and distances:

South 73°25'21" East, a distance of 141.46 feet to a 1/2" iron rod found with a red "Matkin-Hoover Eng. & Survey" plastic cap for an interior corner of the herein described tract;

North 15°50'25" East, a distance of 346.89 feet to a cotton spindle found for an angle point of the herein described tract;

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North  $05^{\circ}32'29''$  West, a distance of 29.74 feet to a 1/2" iron rod found with a red "Matkin-Hoover Eng. & Survey" plastic cap in the south right-of-way line of Farm to Market Road 2268, said point being a northwest corner of the herein described tract;

Thence, South  $73^{\circ}27'08''$  East, with the south right-of-way line of Farm to Market Road 2268 and the north boundary line of said 40.05 acre tract, a distance of 584.59 feet (record, South  $71^{\circ}12'07''$  East) to a 1/2" iron rod found at the northwest corner of a called 8.000 acre tract of land, recorded in Volume 2603, Page 443, Official Records, Bell County, Texas, and being a northeast corner of the herein described tract;

Thence, with multiple boundary lines of said 8.000 acre tract and multiple boundary lines of said 40.05 acre tract, the following two (2) courses and distances:

South  $16^{\circ}23'59''$  West, a distance of 630.14 feet (record, South  $18^{\circ}42''$  West, a distance of 630.42 feet) to a 1/2" iron rod set with a red "Matkin-Hoover Eng. & Survey" plastic cap for an interior corner of the herein described tract;

South  $73^{\circ}18'17''$  East, a distance of 552.51 feet (record, South  $71^{\circ}00'16''$  East, a distance of 552.78 feet) to a 1/2" iron rod found in the west boundary line of Chisholm Trail Subdivision, recorded in Cabinet A, Slide 55-C, Plat Records, Bell County, Texas, said point being an exterior corner of the herein described tract;

Thence, South  $16^{\circ}25'56''$  West, a distance of 612.04 feet (record, South  $18^{\circ}42'$  West, a distance of 612.22 feet) to the POINT OF BEGINNING and containing 26.674 acres of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



  
Travis L. Quicksall Date: 07/30/2014  
RPLS #6447  
Job #14-4115.1 26.674 ACRES

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2. South 15°15'30" West, at a distance of 243.07 feet passing a 5/8" iron rod found with an orange "All County" cap at the common east corner of said "Tract 1" and said "Tract 2" and continuing for a total distance of 729.65 feet (record South 17°32'40" West, a distance of 729.65 feet) to a 1/2" iron rod found with a red "Matkin Hoover Engineering & Survey" plastic cap for the southeast corner of the herein described tract;

Then, with multiple boundary lines of said "Tract 1", "Tract 2" and "Tract 3" the following two (2) courses and distances:

1. Thence, South 73°22'07" East, with a south boundary line of said Lot 1A, and the north boundary line of said "Tract 1", at a distance of 311.66 feet passing a 1/2" iron rod found at a southeast corner of said Lot 1A, at a southwest corner of the remaining portion of a called 40.05 acre tract of land, recorded in Volume 3715, Page 155, Official Records, Bell County, Texas, and continuing with a south boundary line of the remaining portion of said 40.05 acre tract for a total distance of 348.13 feet (record South 71°10'32" East) to a 5/8" iron rod found with an orange "All County" cap in the north boundary line of the remaining portion of a called 30.00 acre tract of land, recorded in Volume 5911, Page 439, Official Records, Bell County, Texas, said point being the northeast corner of the herein described tract;

1", said point being the northwest corner of the herein described tract; 6599, Page 901, Official Records, Bell County, Texas, in the north boundary line of said "Tract northeast corner of a called 2.680 acre tract of land known as "Parcel 47", recorded in Volume Subdivision, recorded in Cabinet D, Slide 397-b, Plat Records, Bell County, Texas, at the Beginning at a 5/8" iron rod found with an orange "All County" cap in the east right-of-way line of Interstate Highway 35, in a south boundary line of Lot 1A, Block 1, Cowboy Code of Interstate Highway 35, in a south boundary line of Lot 1A, Block 1, Cowboy Code

AND BOUNDS AS FOLLOWS:  
BEING A 5.846 ACRE TRACT OF LAND, LOCATED IN THE H. W. HURD SURVEY, ABSTRACT NUMBER 398, BELL COUNTY, TEXAS. SAID 5.846 ACRE TRACT BEING PAGE 661 AND "TRACT 3" RECORDED IN VOLUME 6350, PAGE 666, ALL THREE DOCUMENTS BEING OF THE REAL PROPERTY RECORDS, BELL COUNTY, TEXAS, SAID 5.846 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES

Field Notes for a 5.846 Acre Tract of Land

3305 Shell Road, Suite 100, Georgetown, Texas 78633  
Phone: 512-868-2244 FAX: 530-248-0099

ENGINEERING & SURVEYING

MATKIN HOOVER

3. North 73°35'12" West, a distance of 349.43 feet (record North 71°18'02" West) to a 1/2" iron rod found with a red "Malkin Hoover Engineering & Survey" plastic cap in the east right-of-way line of said Interstate Highway 35, same being in the east boundary line of said "Parcel 47", at an exterior corner of the remaining portion of said 30.00 acre tract, said point being the southwest corner of the herein described tract;
4. Thence, North 15°21'46" East, with the east right-of-way line of said Interstate Highway 35, same being the east boundary line of said "Parcel 47", a distance of 730.95 feet (record North 15°21'46" East) to the POINT OF BEGINNING and containing 5.846 acres of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



  
Travis L. Quicksall Date: 12/05/2014  
RPLS #6447  
Job #14-4116.1 5.846 ACRES

GF#216389

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

### WARRANTY DEED WITH VENDOR'S LIEN

Date: September 3, 2015

Grantor: Billie Hanks, Jr.

1101 S. Bryant Blvd.  
San Angelo, Texas 76903  
Tom Green County

and,

Sulaski & Tinsley Homes, LLC, a North Carolina limited liability company

285 Chapman Road  
Montreat, NC 28757  
BLANCONE County

Grantee: Sanctuary Salgado Investment II, LLC, a Texas limited liability company

Grantee's Mailing Address (including county):

1101 S. Bryant Blvd.  
SAN ANGELO, TX 76903  
TOM GREEN County

Consideration:

For the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of two notes of even date herewith executed by Grantee, which will be described in this paragraph and referred to as the first-lien note and second-lien note. The first-lien note is in the principal amount of Forty-One Thousand Two Hundred Fifty-Seven and 42/100 Dollars (\$41,257.42), payable to the order of Sulaski & Tinsley Homes, LLC, a

2/10/12

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North Carolina limited liability company. That first-lien note is secured by the first and superior vendor's lien and superior title retained in this deed for Sulaski & Tinsley Homes, LLC, a North Carolina limited liability company, and is also secured by a first and superior deed of trust of even date herewith from Grantee to Law Office of Kenneth M. Kohl, PC, Trustee. The second-lien note is in the principal amount of Three Hundred Seventy-One Thousand Three Hundred Sixteen and 76/100 Dollars (\$371,316.76), payable to the order of Billie Hanks, Jr. The second-lien note is secured by a second and inferior vendor's lien and superior title retained in this deed for Billie Hanks, Jr., and by a second and inferior deed of trust of even date herewith from Grantee to Law Office of Kenneth M. Kohl, PC, Trustee.

**Property (including any improvements):**

**Tract One: Being Lot One (1) PIPES PLACE, a subdivision in the E.T.J. of the Village of Salado, Bell County, Texas, according to the Plat of record under Plat Year 2014, Number 100, Plat Records of Bell County, Texas.**

**Tract Two: Lot One (1), Block One (1) of SALADO WILDFIRE, a subdivision in the E.T.J. of the Village of Salado, Bell County, Texas, according to the Plat of record in Cabinet D, Slide 329-D of the Plat Records of Bell County, Texas**

**Save and except, however 0.158 of an acre, H. W. Hurd Survey, Abstract No. 398, Bell County, Texas, being a portion of subject property conveyed to the State of Texas by instrument filed October 2, 2012, recorded in Document No. 2012-00040974, Real Property Records, Bell County, Texas; said portion conveyed being described in Exhibit "A" attached hereto.**

**Tract Three: Lot Two (2), Block One (1) of SALADO WILDFIRE, a subdivision in the E.T.J. of the Village of Salado, Bell County, Texas, according to the Plat of record in Cabinet D, Slide 329-D of the Plat Records of Bell County, Texas.**

**Save and except, however, 0.010 of an acre, H. W. Hurd Survey, Abstract No. 398, Bell County, Texas, being a portion of subject property conveyed to the State of Texas by instrument filed November 19, 2012, recorded in Document No. 2012-00048001, Real Property Records, Bell County, Texas; said portion conveyed being described in Exhibit "B" attached hereto.**

**Reservations from and Exceptions to Conveyance and Warranty:**

**Easements, rights-of-way, and prescriptive rights of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any**

18 ac 23

*[Handwritten signature]*  
Billie Hanks, Jr.

EXHIBIT D this 7th day of September, 2015.

Sulaski & Thasley Homes, LLC, a North Carolina limited liability company, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the first-lien note herein described. In consideration of that payment, Grantor retains a first land superior vendor's lien against and superior title to the property and transfers them to Sulaski & Thasley Homes, LLC, a North Carolina limited liability company without recourse on Grantor. Billie Hanks, Jr., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the second-lien note herein described. In consideration of that payment, Grantor retains a second and interior vendor's lien against and superior title to the property, and transfers them to Billie Hanks, Jr., without recourse on Grantor, to secure the second-lien note and agrees that this second lien is and shall remain subordinate and inferior to all liens securing the first lien note, regardless of the frequency or manner of renewal, extension, or alteration of any part of the first-lien note or the liens securing it.

When the context requires, singular nouns and pronouns include the plural.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

Sulaski & Tinsley Homes, LLC, a North Carolina limited liability company

By: [Signature]  
Name: Robert L. Sulaski  
Title: Member/Manager

STATE OF ~~TEXAS~~ TEXAS  
COUNTY OF [Signature]

This instrument was acknowledged before me on the 4 day of September, 2015, by Billie Hanks, Jr.



Melanie B. Cash  
Notary Public, State of Texas NC  
Notary's name (printed): Melanie B. Cash  
Notary's commission expires: 9-19-20

STATE OF North Carolina  
COUNTY OF Suncombe

This instrument was acknowledged before me on the 3 day of September, 2015, by Robert Louis Sulaski II of Sulaski & Tinsley Homes, LLC, a North Carolina limited liability company, on behalf of said limited liability company.

Matthew 7. Perfiller  
Notary Public, State of North Carolina  
Notary's Name (printed): Matthew 7. Perfiller  
Notary's commission expires: May 26, 2020

AFTER RECORDING RETURN TO:  
First Community Title  
4613 S. 31<sup>st</sup> Street  
Temple, Texas 76502

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Save + Except:

EXHIBIT "A"

Page 1 OF 4

COUNTY: Bell  
HIGHWAY: Interstate Highway 35  
EFFECTIVE DATES: From: F.M. Highway 2843  
To: F.M. Highway 2494  
ACR#: 0015-07-078

March 15, 2010  
Revised: January 19, 2011  
Revised: January 26, 2012

PROPERTY DESCRIPTION FOR PARCEL 2

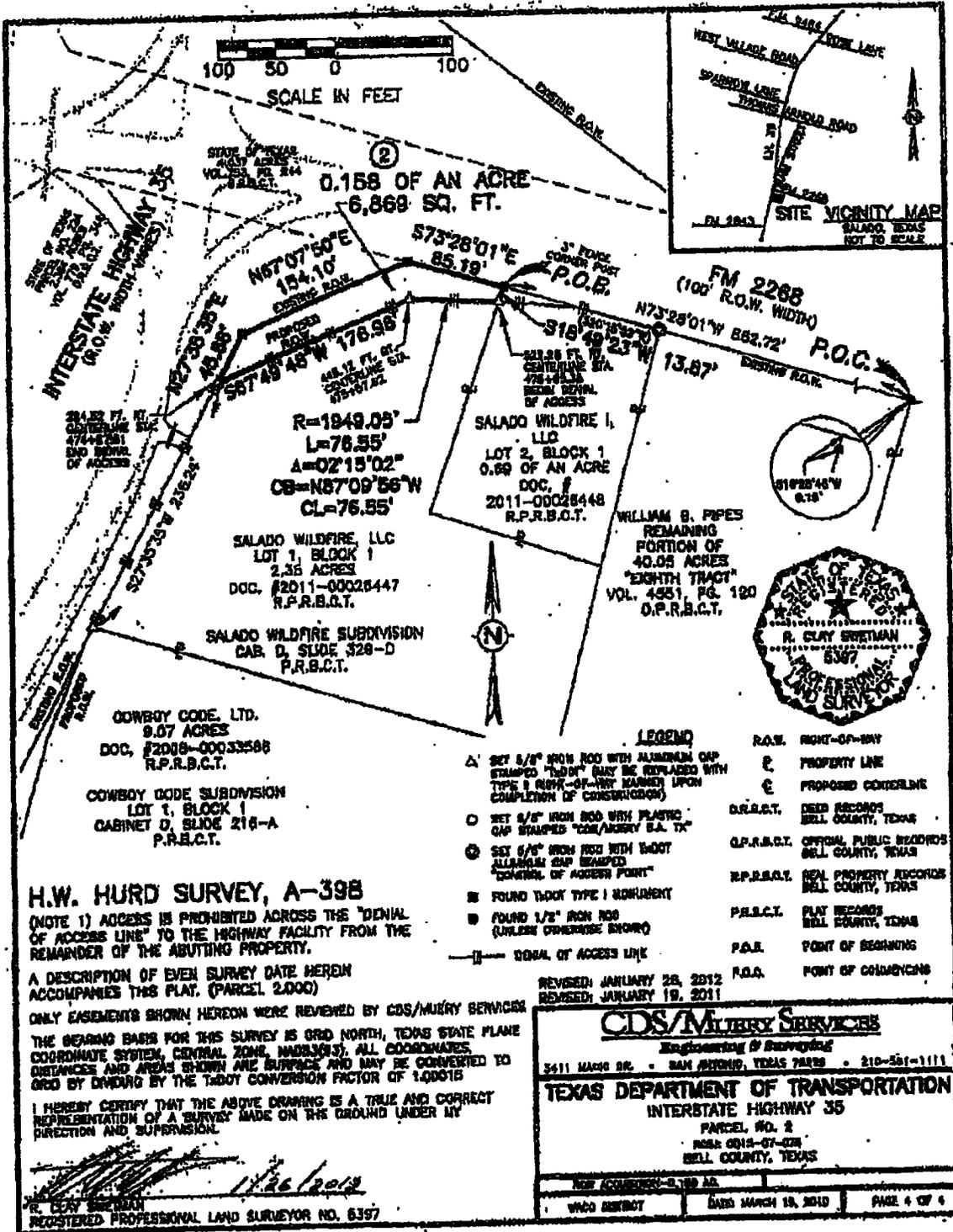
BEING a 0.158 of an acre (6,869 square feet) parcel of land situated in the N.W. Mudd Survey, Abstract 398, Bell County, Texas, and being a part of a 2.35 acre tract of land described in instrument to Salado Wildfire, LLC, recorded in Document #2011-00026447, of the Real Property Records of Bell County, Texas, also being Lot 1, Block 1 of the Salado Wildfire subdivision recorded in Cabinet D, slide 329-N, of the Plat Records of Bell County, Texas, the aforementioned 0.158 of an acre parcel of land, more or less, being more particularly described by metes and bounds as follows:

COMMENCING at a point lying in the existing south right-of-way line of F.M. Highway 2868 (100' wide right-of-way), as described in an instrument of a 4.037 acre tract of land to the State of Texas, recorded in Volume 753, Page 244, of the Deed Records of Bell County, Texas, for a Northeast corner of the remaining portion of a 40.05 acre "right tract" of land described in an instrument to William B. Pipes, recorded in Volume 4551, Page 120, of the Official Public Records of Bell County, Texas;

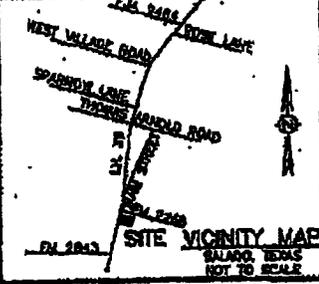
THENCE NORTH 73°24'01" West, 862.72 feet, along the North line of the aforementioned remaining portion of a 40.05 acre tract, the North line of Lot 2, Block 1 of the aforementioned Salado Wildfire subdivision and the aforementioned existing South right-of-way line of F.M. Highway 2868, to a found 2" fence corner post for the most northerly Northeast corner of the aforementioned Lot 1, Block 1 and the Northwest corner of the said Lot 2, Block 1, for the Northeast corner of the herein described 0.158 of an acre parcel and the POINT OF BEGINNING;

157 THENCE SOUTH 18°49'23" West, 13.87 feet (record - S20°15'52"W), leaving the aforementioned existing South right-of-way line of F.M. Highway 2868, along the most northerly East line of the aforementioned Lot 1, Block 1 and the West line of the aforementioned Lot 2, Block 1, to a set 5/8" iron rod with aluminum cap stamped "BUDOT" (see Note 1), for a point of non-tangency, lying in the proposed East right-of-way line of Interstate Highway 35 and being the beginning of a proposed "Denial of Access Line" (see Note 1);

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SCALE IN FEET  
100 50 0 100



0.158 OF AN ACRE  
6,868 SQ. FT.

SALADO WILDFIRE, LLC  
LOT 1, BLOCK 1  
2.36 ACRES  
DOC. #2011-00028447  
R.P.R.B.C.T.

SALADO WILDFIRE I, LLC  
LOT 2, BLOCK 1  
0.69 OF AN ACRE  
DOC. # 2011-00028448  
R.P.R.B.C.T.

WILLIAM B. PIPES  
REMAINING  
PORTION OF  
40.08 ACRES  
"EIGHTH TRACT"  
VOL. 4551, PG. 120  
O.P.R.B.C.T.

COWBOY CODE, LTD.  
9.07 ACRES  
DOC. #2009-00033588  
R.P.R.B.C.T.

COWBOY CODE SUBDIVISION  
LOT 1, BLOCK 1  
CABINET D, SLIDE 216-A  
P.R.B.C.T.

**H.W. HURD SURVEY, A-398**

(NOTE 1) ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE" TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE ADJUTING PROPERTY.

A DESCRIPTION OF EVEN SURVEY DATE HEREIN ACCOMPANIES THIS PLAN. (PARCEL 2.000)

ONLY EASEMENTS SHOWN HEREON WERE REVIEWED BY CDS/MUERY SERVICES

THE BEARING BASIS FOR THIS SURVEY IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(S). ALL COORDINATES, DISTANCES AND AREAS SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TDAOT CONVERSION FACTOR OF 1.00018

I HEREBY CERTIFY THAT THE ABOVE DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*R. Clay Swetman*  
R. CLAY SWETMAN  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6397

**LEGEND**

▲ SET 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "TDAOT" (MAY BE REPLACED WITH TYPE B RODS - (MAY BE REPEATED UPON COMPLETION OF CONSTRUCTION)	R.O.W. RIGHT-OF-WAY
○ SET 3/8" IRON ROD WITH PLASTIC CAP STAMPED "COWBOY CODE, TX"	ℙ PROPERTY LINE
⊙ SET 5/8" IRON ROD WITH TDAOT ALUMINUM CAP STAMPED "GENERAL OF ACCESS POINT"	℄ PROPOSED CENTERLINE
■ FOUND TDAOT TYPE I MONUMENT	D.R.E.C.T. DEED RECORDS BELL COUNTY, TEXAS
⊞ FOUND 1/2" IRON ROD (UNLESS OTHERWISE SHOWN)	O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BELL COUNTY, TEXAS
— DENIAL OF ACCESS LINE	R.P.R.B.C.T. REAL PROPERTY RECORDS BELL COUNTY, TEXAS
	P.R.B.C.T. PLAT RECORDS BELL COUNTY, TEXAS
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

REVISED: JANUARY 28, 2012  
REMOVED: JANUARY 19, 2011

**CDS/MUERY SERVICES**  
Engineering & Surveying  
5411 MARSH DR. • SAN ANTONIO, TEXAS 78245 • 210-581-1111

**TEXAS DEPARTMENT OF TRANSPORTATION**  
INTERSTATE HIGHWAY 35  
PARCEL NO. 2  
NSR 0815-07-028  
BELL COUNTY, TEXAS

NEW CONCRETE 2.100 AC.  
WHO DISTRICT      DATE MARCH 19, 2010      PAGE 4 OF 4

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Save & Except:

EXHIBIT "B"

Page 1 OF 4

January 26, 2012

COUNTY: Bell  
HIGHWAY: Interstate Highway 35  
PROJECT LIMITS: From: F.M. Highway 2843  
To: F.M. Highway 2484  
RCS#: 0015-07-078

PROPERTY DESCRIPTION FOR PARCEL 77

BEING a 0.010 of an acre (452 square feet) parcel of land situated in the H.W. Hurd Survey, Abstract 398, Bell County, Texas, and being a part of a 0.69 of an acre tract of land described in instrument to Salado Wildfire I, LLC, recorded in Document #2011-00026448, of the Real Property Records of Bell County, Texas, also being Lot 2, Block 1 of the Salado Wildfire subdivision recorded in Cabinet D, Slide 329-D, of the Plat Records of Bell County, Texas, the aforementioned 0.010 of an acre parcel of land, more or less, being more particularly described by metes and bounds as follows:

COMMENCING at a point lying in the existing South right-of-way line of F.M. Highway 2268 (100' wide right-of-way), as described in an instrument of a 4.037 acre tract of land to the State of Texas, recorded in Volume 753, Page 244, of the Deed Records of Bell County, Texas, for a Northeast corner of the remaining portion of a 40.05 acre "Eighth Tract" of land described in an instrument to William B. Pipes, recorded in Volume 4551, Page 120, of the Official Public Records of Bell County, Texas;

THENCE NORTH  $73^{\circ}28'01''$  West, 795.51 feet, along the North line of the aforementioned remaining portion of a 40.05 acre tract, the North line of Lot 2, Block 1 of the aforementioned Salado Wildfire subdivision and the aforementioned existing South right-of-way line of F.M. Highway 2268, to a set  $5/8''$  iron rod with aluminum cap stamped "E808" (see Note 2), for a point of non-tangency, lying in the proposed East right-of-way line of Interstate Highway 35 and being the beginning of a proposed "Denial of Access Line" (see Note 1), the Northeast corner of the herein described 0.010 of an acre parcel, and the POINT OF BEGINNING;

23 of 28

FENCE NORTHWESTERLY, an arc distance of 69.17 feet with the arc of a curve to the left having a radius of 1949.05 feet, a delta angle of  $02^{\circ}02'00''$ , and a chord which bears North  $85^{\circ}01'25''$  West, 69.17 feet, leaving the aforementioned existing South right-of-way line of F.M. Highway 2268 and the North line of Lot 2, Block 1 of the aforementioned Salado Wildfire subdivision, along the proposed "Denial of Access Line" (see Note 1) and the proposed East right-of-way line of Interstate Highway 35, to a set  $5/8$ " iron rod with aluminum cap stamped "XNDOR" (see Note 2) for a point of non-tangency, for the end of the proposed "Denial of Access Line" (see Note 1) and for the Southwest corner of the herein described 0.010 of an acre parcel, lying in the West line of the said Lot 2, Block 1 and the most northerly East line of Lot 1, Block 1 of the said Salado Wildfire subdivision, from which a found 3" fence corner post for the Southwest corner of said Lot 2, Block 1 bears South  $16^{\circ}49'23''$  West, 186.37 feet (record - S20 $^{\circ}$ 15'52"W);

- (2) FENCE NORTH  $16^{\circ}49'23''$  East, 13.87 feet (record - N20 $^{\circ}$ 15'52"E), along the West line of the aforementioned Lot 2, Block 1 and the most northerly East line of the aforementioned Lot 1, Block 1, to a found 3" fence corner post for the Northwest corner of said Lot 2, Block 1, the most northerly Northeast corner of said Lot 1, Block 1 and lying in the aforementioned existing South right-of-way line of F.M. Highway 2268, for the Northwest corner of the herein described 0.010 of an acre parcel;

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- (3) THENCE SOUTH 73°28'01" East, 67.21 feet, along the North line of the aforementioned Lot 2, Block 1 of the Salado Wildfire subdivision and the aforementioned existing South right-of-way line of P.M. Highway 2268, to the POINT OF BEGINNING and containing 0.010 of an acre of land (452 square feet) of land, more or less. The total length of the herein described proposed "Denial of Access Line" (see Note 1) is 69.17 feet.

(Note 1) Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

(Note 2) "The monument described as set in this call may be replaced with a TxDOT Type II Right of Way Marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT."

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, Central Zone, NAD83(S3). All coordinates, distances and areas shown are surface and may be converted to grid by dividing by the TxDOT conversion factor of 1.00015.

A plat of even survey data herein accompanies and is made a part of this description.

THE STATE OF TEXAS X  
 X KNOWN TO ALL MEN BY THESE PRESENTS:  
 COUNTY OF BEXAR X

I, R. Clay Swetman, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

Date 20 day of January 2012 A.D.

~~\_\_\_\_\_~~  
 R. Clay Swetman  
 Registered Professional Land Surveyor  
 No. 5397 - State of Texas





- (2) **TRENCH NORTHWESTERLY** an arc distance of 76.55 feet with the arc of a curve to the left having a radius of 1949.05 feet, a delta angle of  $02^{\circ}12'02''$ , and a chord which bears North  $87^{\circ}09'55''$  West, 76.55 feet, along the proposed "Denial of Access Line" (see Note 1) and the proposed East right-of-way line of Interstate Highway 35, to a set 5/8" iron rod with aluminum cap stamped "TxDOT" (see Note 2) for a point of non-tangency of the herein described 0.158 of an acre parcel;
- (3) **TRENCH SOUTH  $67^{\circ}49'48''$  West, 176.86 feet,** continuing along the proposed "Denial of Access Line" (see Note 1) and the proposed East right-of-way line of Interstate Highway 35, to a set 5/8" iron rod with aluminum cap stamped "TxDOT" (see Note 2) lying in the existing East right-of-way line of Interstate Highway 35 (right-of-way width varies), described in a document of a 2.364 acre tract of land to the State of Texas, recorded in Volume 779, Page 344, of the Deed Records of Bell County, Texas, for the end of the proposed "Denial of Access Line" (see Note 1) and for the Southwest corner of the herein described 0.158 of an acre parcel, from which a set 5/8" iron rod with aluminum cap stamped "TxDOT" (see Note 2) for the Northwest corner of Lot 1, Block 1 of the Cowboy Gods subdivision, recorded in Cabinet D, Slide 216-A, of the Plat Records of Bell County, Texas, bears South  $27^{\circ}35'35''$  West, 236.14 feet;
- (4) **TRENCH NORTH  $27^{\circ}15'39''$  East, 45.66 feet,** along a Northwest line of the aforementioned Lot 1, Block 1 of the Salado Wildfire subdivision and the aforementioned existing East right-of-way line of Interstate Highway 35, to a found Texas Department of Transportation "Type 1" concrete monument for an angle corner of the said Lot 1, Block 1 and an angle corner of the herein described 0.158 of an acre parcel;
- (5) **TRENCH NORTH  $67^{\circ}07'50''$  East, 154.10 feet,** along a Northwest line of the aforementioned Lot 1, Block 1 of the Salado Wildfire subdivision and continuing along the aforementioned existing East right-of-way line of Interstate Highway 35, to a found Texas Department of Transportation "Type 1" concrete monument lying in the aforementioned existing South right-of-way line of F.M. Highway 2268 for an angle corner of the said Lot 1, Block 1 and an angle corner of the herein described 0.158 of an acre parcel;

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(6) THENCE SOUTH 73°28'01" East, 85.19 feet, along the northerly Northeast line of the aforementioned Lot 1, Block 1 of the Balado Wildfire subdivision and the aforementioned existing South right-of-way line of F.M. Highway 2268, to the POINT OF BEGINNING and containing 0.158 of an acre of land (6,869 square feet) of land, more or less. The total length of the herein described proposed "Denial of Access Line" (see Note 1) is 252.51 feet.

(Note 1) Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

(Note 2) The monument described as set in this call may be replaced with a T&DOR Type II Right of Way Marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by T&DOR."

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, Central Zone, NAD83(93). All coordinates, distances and areas shown are surface and may be converted to grid by dividing by the T&DOR conversion factor of 1.00015.

A plat of even survey data herein accompanies and is made a part of this description.

THE STATE OF TEXAS X  
X KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR X

I, R. Clay Swetman, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

Date 26<sup>th</sup> day of January 2012 A.D.

~~\_\_\_\_\_~~  
R. Clay Swetman  
Registered Professional Land Surveyor  
No. 8397 - State of Texas



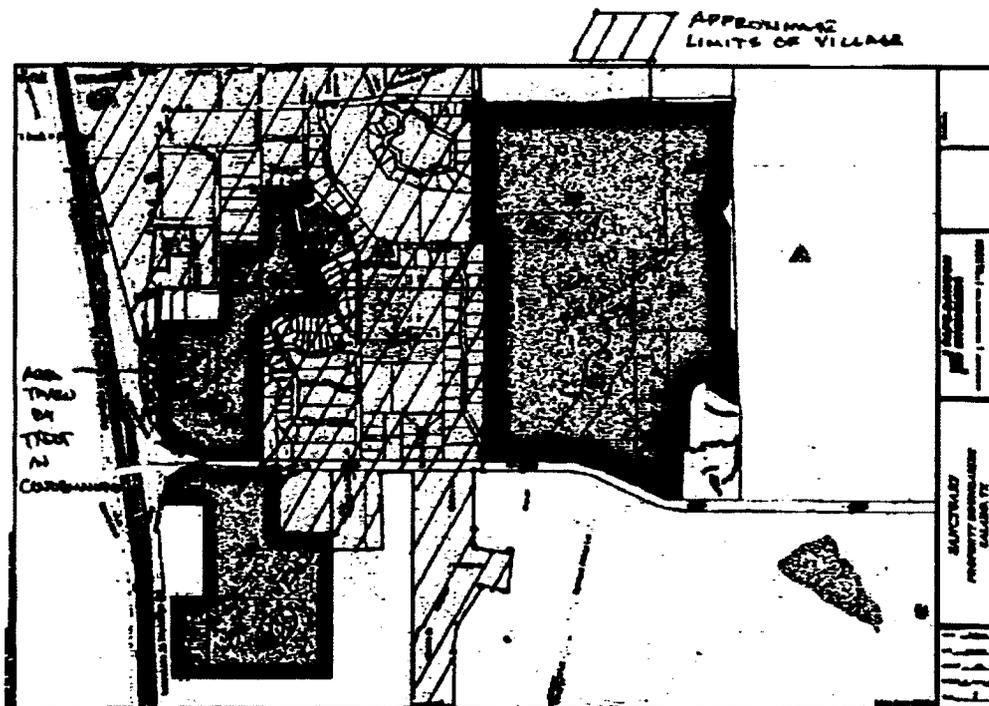
28 of 28

## Exhibit "A" to the Petition for Voluntary Annexation

### Property Description

The attached survey of property includes land parcels or tracts owned by the following Owners and this illustrative map indicates the entire area of land to be annexed.

BILLIE HANKS, JR., an individual,  
HANKS-CABINNESS TRUST,  
BHHC CHRISTIAN DEVELOPMENT, LLC, a Texas limited liability company,  
BHHC CHRISTIAN DEVELOPMENT I, LLC, a Texas limited liability company,  
BHHC CHRISTIAN DEVELOPMENT II, LLC, a Texas limited liability company,  
BHHC CHRISTIAN DEVELOPMENT III, LLC, a Texas limited liability company, HEIDI  
HANKS WATERS, an individual, HEATHER HANKS MCGREADY, an individual,  
OLD WORLD BBD, INC., a Texas corporation, and  
SANCTUARY SALADO INVESTMENT II, LLC, a Texas limited liability company,  
(each individually referred to herein as an "Owner", and collectively referred to herein as the "Owners")



**EXHIBIT "B"**  
**TIMETABLE**

**SALADO-SANCTUARY**  
**JOINT VOLUNTARY ANNEXATION & PD ZONING SCHEDULE**

<b>DATE</b>	<b>ANNEXATION TASK</b>	<b>PD TASK</b>
11/25/2015	<b>Voluntary petition for annexation submitted to Village Administrator or Board of Aldermen.</b>	
12/10/2015	<b>Board of Aldermen (BOA) conducts public hearing and accepts Petition for Annexation. §43.028</b>	<b>Sanctuary PD Applicant files complete application and fees for PD<sup>1</sup> zoning request (official submission date). Salado Zoning Ordinance Sec. 2.4 C. 3.</b>
12/10/2015	<b>1) Village authorizes staff to initiate annexation proceedings. §43.028(d).<sup>2</sup></b>  <b>2) Village begins preparing a service plan for the area to be annexed. §43.065: Before the publication of the notice of Hearing #1, the Board of Aldermen shall direct its planning department (here, Village Manager and Director of Planning) to prepare a service plan that provides for the extension of full municipal services to the area to be annexed.</b>	
12/11/2015	<b>Village mails notices of public hearings to property owners, agencies, utilities, railroads. (§43.062: Notice must be mailed to property owners, railroads, and government/private utilities at least 30 days before Hearing #1.)</b>	
12/22/2015		<b>Publish Notice of Planning and Zoning Commission Hearing on PD Zoning in newspaper and on website. (Notice of public hearing published 15<sup>th</sup> day before public hearing date.)</b>
12/30/2015		<b>Village mails notice of Planning and Zoning Commission Hearing to property owners within 200' of the area. (Before the 10<sup>th</sup> day before the Commission public hearing date.)</b>

<sup>1</sup> Unless otherwise specified, PD means Planned Development.

<sup>2</sup> All section references are to the Texas Local Government Code, unless otherwise indicated.

- 01/04/2016**      **Provide written notice of the proposed annexation to each public school district located in the area proposed for annexation.** §43.905: During the period prescribed for publishing the notice of the first hearing, each school district located in the area proposed for annexation needs to receive a letter describing:
- (1) the area within the district proposed for annexation;
  - (2) any financial impact on the district resulting from the annexation, including any changes in utility costs; and
  - (3) any proposal the municipality has to abate, reduce, or limit any financial impact on the district.
- 01/04/2016**      **Publish notice of Annexation Hearing #1 in newspaper and on website.** §43.063: Must publish notice of Hearing #1 in newspaper and on website no more than 20 but at least 10 days before the hearing. *(Publish in alternate paper of record, the Temple Daily Telegram. Hearing # 1 notice to be published between 12/25/15 and 1/4/16)*
- 01/04/2016**      **Publish notice of Annexation Hearing #2 in newspaper and on website.** §43.063: Must publish notice of Hearing #2 in newspaper and on website no more than 20 but at least 10 days before the hearing. *(Publish in alternate paper of record, the Temple Daily Telegram. Hearing # 2 published between 1/1/16 and 1/11/16)*
- 01/04/2016**      **Publish notice of PD Zoning BOA Hearing in newspaper and on website.** (Notice of public hearing published 15<sup>th</sup> day before public hearing date.)
- 01/07/2016**      **Draft service plan completed and ready for review.** *Complete between Petition Acceptance date and Hearing # 1.*
- 01/07/2016**      **Village mails notice of BOA Hearing to property owners within 200' of the area.** (Before

01/12/2016

the 10<sup>th</sup> day before the BOA public hearing date.)

**Planning and Zoning Commission Public Hearing on PD Zoning Ordinance.**

Recommendation to approve or deny forwarded to Board of Aldermen.

01/14/2016

*Special BOA meeting*

**Public Hearing #1.** §43.063: Village must conduct 2 hearings. The hearings must be conducted on or after the 40<sup>th</sup> day but before the 20<sup>th</sup> day before the date of the institution of the proceedings. *Note: The date of the "institution of proceedings" is the date the annexation ordinance is introduced and adopted by Board of Aldermen on first reading.*

01/21/2016

**Public Hearing #2.** §43.063: Village must conduct 2 hearings. The hearings must be conducted on or after the 40<sup>th</sup> day but before the 20<sup>th</sup> day before the date of the institution of the proceedings.

**Board of Aldermen Public Hearing on PD Zoning Ordinance.** Board of Aldermen recommend to approve or deny.

02/11/2016

*Special BOA meeting*

**1) First Reading of Annexation Ordinance**  
**2) Board of Aldermen adopts Annexation Ordinance and approves the service plan.** §43.064: Annexation must be completed within 90 days of instituting proceedings (*i.e.*, within 90 days of first reading).

**Board of Aldermen gives final approval and adopts PD Zoning Ordinance.**

**Immediately Following Adoption of Annexation Ordinance**

**File Annexation Ordinance with the County Clerk**

**Within 30 days of adoption, the Village must file with the County Clerk a certified copy of the annexation ordinance along with a legal description of the property.**

**Notify Secretary of State and Comptroller**

**Tax Code §321.102: Send via certified or registered mail a certified copy of the annexation ordinance to the Secretary of State of Texas. Send by certified or registered mail a copy of the annexation ordinance with a map of the whole municipality clearly showing the new annexation to the Sales Tax Division of the State Comptroller's office.**

**Amend the official Village map**

**Prepare an amended official Village map and have it adopted by ordinance. File a copy of the amended map in the office of the Village**

**Secretary and keep a copy in the office of the Village Manager.**

**§41.001(b): When a Village expands its ETJ by petition or annexes territory, the map must be immediately updated to include the annexed territory, including an annotation that states:**

- (1) the date of the ordinance;**
- (2) the number of the ordinance, if any; and**
- (3) a reference to the minutes or ordinance records in which the ordinance is recorded in full.**

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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12/10/15

Item # 7

Public Hearing & Regular Agenda

Page 1 of 2

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Hold a Public Hearing and consider adopting a Resolution (R-2015-132) granting a petition of landowners requesting annexation of 20.017 acres of land out of Young Williams Survey, Abstract No. 861 in Bell County, Texas (locally known as Hidden Glen Senior Living Development), lying adjacent and contiguous to the present corporate limits of the Village of Salado; adopting a timetable for completing annexation; directing staff to perform activities necessary for the initiation of annexation proceedings; directing staff to develop a Municipal Services Plan; and calling for two public hearings.

**STAFF RECOMMENDATION:** Staff recommends approval of the Resolution as presented.

**ITEM SUMMARY AND ANALYSIS:** Texas State law stipulates a procedure for municipal annexation of areas where owners of real property have specifically petitioned for voluntary annexation. The owner of the 20.017 acre tract adjoining to Mary Lane Drive, generally east of Vanessa Street and north of Mill Creek Drive, has formally requested that the Village annex said acreage for the development of a senior living project. The property lies within the City's extraterritorial jurisdiction (ETJ).

The Resolution under consideration accomplishes the following:

- Establishes a timetable for completing annexation (see Exhibit B)
- Directs staff to perform all activities necessary for the initiation of annexation proceedings
- Directs staff to develop a Municipal Services Plan
- Calls for two public hearings to consider the annexation.

Annexation of the 20.017 acres will require adoption of an ordinance approved by the BOA. Before the ordinance can be introduced, Texas State law requires that two public hearings must be held to consider arguments for and against the proposed annexation. To begin the process, State law requires the Village to decide whether to grant or reject a petition for annexation. Accepting the petition initiates a series of proceedings, which may eventually lead to annexation of the land that the owner has petitioned the Village to annex.

The proposed dates for the public hearings are January 14, 2016 and January 21, 2016. Staff will present a Municipal Services Plan at the hearings on January 14, 2016 and January 21, 2016, as required by state law, showing how the City will serve the area proposed to be annexed. The proposed schedule anticipates adoption of the ordinance, approval of the service plan, and completion of the proceedings on February 11, 2016.

Zoning of the properties will be done concurrently with the annexation. The proposed zoning will be Planned Development – Mixed Use.

**FISCAL IMPACT:** Cost of notices and future expenditures to accomplish the Municipal Services Plan.

**ATTACHMENTS:**

- Resolution
- Exhibits to Resolution (Exhibit A: Petition, metes & bounds, and map; Exhibit B: Timetable)
- Location maps



**RESOLUTION NO. R-2015-132**

**A RESOLUTION GRANTING A PETITION SEEKING ANNEXATION OF 20.017 ACRES OF LAND IN THE YOUNG WILLIAMS SURVEY, ABSTRACT NO. 861 IN BELL COUNTY, TEXAS, LYING ADJACENT AND CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE VILLAGE OF SALADO; ADOPTING A TIMETABLE FOR COMPLETING ANNEXATION; DIRECTING CITY STAFF TO PERFORM ACTIVITIES NECESSARY FOR THE INITIATION OF ANNEXATION PROCEEDINGS; DIRECTING STAFF TO DEVELOP A MUNICIPAL SERVICES PLAN; CALLING PUBLIC HEARINGS TO CONSIDER THE ANNEXATION AS REQUIRED BY STATE LAW; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Village of Salado, Texas is a General Law municipality authorized by State law to annex territory lying adjacent and contiguous to the corporate limits of said Village of Salado, Texas by Voluntary Annexation; and

**WHEREAS**, the owner of 20.017 acres of land in the Young Williams Survey, Abstract No. 861, adjoining to Mary Lane Drive, generally east of Vanessa Street and north of Mill Creek Drive in Bell County, Texas, has submitted a written petition for voluntary annexation of said 20.017 acres of land to the Village of Salado under Section 43.028 of the Texas Local Government Code; and

**WHEREAS**, the above-described property lies adjacent and contiguous to the present corporate limits of the Village of Salado, is one-half mile or less in width, vacant and without residents or on which fewer than three qualified voters reside, as required by Section 43.028 of the Texas Local Government Code; and

**WHEREAS**, the property lies within the Village's Extraterritorial Jurisdiction (ETJ);

**WHEREAS**, Section 43.028 of the Texas Local Government Code requires the governing body of a municipality to grant or refuse petitions seeking annexation; and

**WHEREAS**, Section 43.063 of the Texas Local Government Code requires that before a municipality may institute annexation proceedings, the governing body must conduct two public

hearings at which all persons interested in the annexation are given the opportunity to be heard; and

**WHEREAS**, Section 43.065 of the Texas Local Government Code requires that before the publication of the notice of the first hearing required under Section 43.063 of the Texas Local Government Code, the governing body of the municipality shall direct its planning department or other appropriate municipal department to prepare a service plan that provides for the extension of full municipal services to the area to be annexed;

**WHEREAS**, a schedule has been prepared with the proposed dates for the public hearing and date that staff will present a municipal services plan, as required by state law; and

**WHEREAS**, the Board of Aldermen has considered the matter and deems it in the public interest to authorize this action.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, TEXAS:**

#### **SECTION 1**

The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

#### **SECTION 2**

That the Village of Salado hereby grants the petition seeking annexation by the owner of 20.017 acres of land in the Young Williams Survey, Abstract No. 861, adjoining to Mary Lane Drive, generally east of Vanessa Street and north of Mill Creek Drive in Bell County, Texas, said 20.017 acres being depicted and described more particularly by metes-and-bounds on the attached Exhibit "A".

#### **SECTION 3**

That the Village of Salado hereby adopts a timetable for completing annexation of the above-described property, providing for all public hearings to be held within the time required by law, as described on attached Exhibit "B".

#### **SECTION 4**

That Village staff is hereby directed to prepare a Municipal Services Plan that provides for the extension of full municipal services to the above-described property, publish appropriate notices, and perform other activities necessary for the initiation of annexation proceedings, as required by state law.

**SECTION 5**

That the Village of Salado hereby calls two public hearings to gather comments concerning the proposed annexation described above, with the first public hearing scheduled for the a Board of Aldermen Meeting on January 14, 2016 at 6:30 PM, and the second public hearing at a Board of Aldermen Meeting on January 21, 2016, at 6:30 PM, both public hearings to be held in the Board of Aldermen Chambers of the Municipal Building located at 301 Stagecoach Road in Salado, Bell County, Texas.

**SECTION 6**

It is hereby officially found and determined that the meeting at which this Resolution was 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.

**SECTION 7**

That this Resolution shall be effective immediately upon its passage and approval.

**PASSED AND APPROVED by the Board of Alderman of the Village of Salado  
this 10<sup>th</sup> day of December, 2015 by a vote of**

\_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions).

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Skip Blancett, Mayor

ATTEST:

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Mary Ann Ray, Village Secretary

**EXHIBIT "A"**  
**Petition for Voluntary Annexation**  
**including Petition, Maps, Metes-and-Bounds.**

STATE OF TEXAS

§

COUNTY OF BELL

§

§

**PETITION FOR VOLUNTARY ANNEXATION**

**To the Mayor and Board of Aldermen of the Village of Salado:**

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the Village of Salado to extend the present incorporated municipal boundaries (i.e., City limits) so as to include in, and annex as a part of, the Village of Salado, the property described on *Exhibit "A"*, which is attached and incorporated herein for all purposes.

We certify and swear that the tract is:

1. one-half mile or less in width; and
2. adjacent (i.e., contiguous) to the municipal boundary; and
3. the location upon which fewer than three registered voters reside, or is vacant or without residents.

We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract or having an interest in any part thereof.

[Signature]  
Name

12/4/2015  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

This instrument was acknowledged before me by Will Markel  
on this the 4<sup>th</sup> day of December, 2015.

ALICE JONES
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: August 3, 2017
ID. #13849633

Alice Jones  
Notary Public, State of ~~Texas~~ Missouri  
My commission expires: 8/3/2017

**Exhibit "A"**

**Property Description**

Attached is a metes and bounds description of the tract of land to be annexed, and a map or drawing, and when possible a survey, plat number, and street address



BEING a 20.017 acre tract of land situated in the YOUNG WILLIAMS SURVEY, ABSTRACT No. 861, Bell County, Texas and being all of that certain called 18.71 acre tract of land (TRACT I) and being a part or portion of that certain called 0.56 acre tract of land (TRACT II) and being a part or portion of that certain called 0.60 acre tract of land (TRACT III) described in a Special Warranty Deed dated December 1, 2006 from James M. Lassiter and wife, Wendy H. Lassiter to Hidden Glen I.P, a Texas limited partnership and being of record in Document No. 2011-39282, Official Public Records of Bell County, Texas and being all of that certain tract of land described as Lot 9, Block One, Mill Creek, Section Six according to the map or plat of record in Cabinet A, Slide 60-B, Plat Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod with cap stamped "RPLS 1817" found being the southwest corner of the said 18.71 acre tract (TRACT I) and being in the northerly boundary line of that certain tract of land described as Lots 1 thru 24, Block 2, Settlers Place, being a Replat of Lots 1 thru 12, Block 2, Settlers Place (Settlers Place Replat) according to the map or plat of record in Cabinet C, Slide 49-B, Plat Records of Bell County, Texas and being the southeast corner of that certain 0.312 acre tract of land described in a Trustee's Deed dated June 3, 2009 from Jim B. May and wife, Sara K May to Joyce Whaley and being of record in Document No. 2009-21003, Official Public Records of Bell County, Texas for corner;

THENCE departing the said northerly boundary line of the Settlers Place Replat and with the westerly boundary line of the said 18.71 acre tract (TRACT I) (calls N. 35° 47' 57" E., 598.50 feet) the following three (3) calls:

- 1) N. 34° 28' 31" E., 136.16 feet with the easterly boundary line of the said 0.312 acre tract to a 1" steel pin found being the northeast corner of the said 0.312 acre tract and being the southeast corner of that certain 0.25 acre tract of land described in a Deed to Cynthia Ann Fisher and being of record in Volume 6196, Page 4, Official Public Records of Bell County, Texas for corner;
- 2) N. 36° 16' 01" E., 315.15 feet departing the said 0.312 acre tract and with the easterly boundary line of the said 0.25 acre tract and continuing with the easterly boundary line of that certain 0.250 acre tract of land described in a Warranty Deed dated May 25, 2002 from Harold R. Mitchell and wife, Diane C. Mitchell to Carroll Votaw and wife, Lois Vera Votaw and being of record in Volume 4691, Page 402, Official Public Records of Bell County, Texas and continuing with the easterly boundary line of that certain 0.25 acre tract of land described in a Warranty Deed with Vendor's Lien from Chester M. Casey to Victor G. Lara and wife, Guillermina Lara and being of record in Volume 2459, Page 412, Official Public Records of Bell County, Texas to a ½" iron rod found being the northeast corner of the said Lara tract and being the southeast corner of that certain 0.339 acre tract of land described in a Warranty Deed dated October 31, 1985 from R. Elisabeth Chavers to James Earnest Chavers and being of record in Volume 2117, Page 381, Deed Records of Bell County, Texas for corner;
- 3) N. 35° 45' 22" E., 104.99 feet departing the said 0.25 acre Lara tract and with the easterly boundary line of the said 0.339 acre tract to a ½" iron rod with cap stamped



"RPLS 4029" found being the northeast corner of the said 0.339 acre tract and being the southeast corner of the aforementioned 0.56 acre tract ( TRACT II ) for corner;

THENCE N. 70° 50' 09" W., 516.93 feet departing the said 18.71 acre tract ( TRACT I ) and with the southerly boundary line of the said 0.56 acre tract ( TRACT II ) ( calls S. 71° 08' 13" E., 608.25 feet ) and with the northerly boundary line of the said 0.339 acre tract and crossing the right of way of Vanessa Street and continuing with the northerly boundary line of that certain 0.24 acre tract of land described in a Warranty Deed dated April 6, 2010 from David H. Marek and Susan M. Marek to David Rembert and being of record in Document No. 2010-13444, Official Public Records of Bell County, Texas and continuing with the northerly boundary line of that certain 0.24 acre tract of land described in a General Warranty Deed with Vendor's Lien dated April 6, 2010 from David H. Marek and wife, Susan M. Marek to Pamela E. Shepperd Keller and Margaret Elaine Shepperd and being of record in Document No. 2010-12223, Official Public Records of Bell County, Texas and crossing the right-of-way of Natasha Court and continuing with the northerly boundary line of that certain 0.243 acre tract of land described in a Deed to Carlos Urquiza and being of record in Volume 4876, Page 66, Official Public Records of Bell County, Texas and continuing with the northerly boundary line of that certain 0.252 acre tract of land described as Lot 1, Block 1, Legend Estate according to the map or plat of record in Cabinet D, Slide 315-D, Plat Records of Bell County, Texas to a Texas Department of Transportation brass cap right-of-way monument found being the most northerly northwest corner of the said Lot 1, Block 1, Legend Estate and being the southeast corner of that certain 0.081 acre tract of land ( PARCEL 50, PART 1 ) described in a Deed from James M. Lassiter to the State of Texas and being of record in Document No. 2011-12762, Official Public Records of Bell County, Texas and being in the easterly right-of-way line of Interstate Highway No. 35 as fenced, monumented and further evidenced on the ground for corner;

THENCE N. 32° 15' 07" E., 41.44 feet departing the said Lot 1, Block 1, Legend Estate and the said southerly boundary line and with the easterly boundary line of the said 0.081 acre tract ( PARCEL 50, PART 1 ) ( calls S. 29° 31' 01" W., 41.16 feet ) and with the said easterly right-of-way line of Interstate Highway No. 35 and over and across the said 0.56 acre tract ( TRACT II ) to a Texas Department of Transportation brass cap right-of-way monument found being the northeast corner of the said 0.081 acre tract ( PARCEL 50, PART 1 ) and being in the northerly boundary line of the said 0.56 acre tract ( TRACT II ) and being in the southerly boundary line of that certain 0.335 acre tract of land described in a Deed to Luis Alfonso Sierra and being of record in Volume 1232, Page 173, Deed Records of Bell County, Texas for corner;

THENCE S. 70° 50' 09" E., 344.94 feet departing the said 0.081 acre tract ( PARCEL 50, PART 1 ) and with the said northerly boundary line ( calls N. 71° 07' 35" W., 608.77 feet ) and with the southerly boundary line of the said 0.335 acre tract and continuing with the southerly boundary line of that certain 0.24 acre tract of land described in a Deed to Breanda Ruiz and being of record in Volume 4025, Page 266, Official Public Records of Bell County, Texas and continuing with the southerly boundary line of that certain 0.24 acre tract of land described in a Deed to Carlos Urquiza and being of record in Volume 2771, page 121, Official Public Records of Bell County, Texas and continuing with the southerly boundary line of that certain 0.185 acre tract of land described in a Deed to Alton Sheppard

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and being of record in Volume 2033, Page 402, Official Public Records of Bell County, Texas to a ½" iron rod found being the southeast corner of the said 0.185 acre tract and being in the most northerly southwest corner of the aforementioned 18.71 acre tract ( TRACT I ) for corner;

THENCE N. 36° 58' 49" E., 110.04 feet departing the said 0.56 acre tract ( TRACT II ) and with the westerly boundary line of the said 18.71 acre tract ( calls N. 36° 40' 41" E., 110.09 feet ) and with the easterly boundary line of the said 0.185 acre tract to a ½" iron rod found being the northeast corner of the said 0.185 acre tract and being the southeast corner of the aforementioned 0.60 acre tract ( TRACT III ) for corner;

THENCE N. 71°35' 46" W., 353.92 feet departing the said 18.71 acre tract ( TRACT I ) and with the southerly boundary line of the said 0.60 acre tract ( TRACT III ) ( calls S. 71° 57' 53" E., 433.41 feet ) and with the northerly boundary lines of the aforementioned 0.185 acre Sheppard tract and continuing with the northerly boundary line of the aforementioned 0.24 acre Urquiza tract and continuing with the northerly boundary line of the aforementioned 0.24 acre Ruiz tract and continuing with the northerly boundary line of the aforementioned 0.335 acre Sierra tract to a Texas Department of Transportation brass cap right-of-way monument found being the southeast corner of that certain 0.117 acre tract of land ( PARCEL 50, PART 2 ) described in said Document No. 2011-12762, Official Public Records of Bell County, Texas and being in the said easterly right-of-way line of Interstate Highway No. 35 for corner;

THENCE N. 43° 24' 34" E., 66.02 feet departing the said southerly boundary line and the said 0.335 acre Sierra tract and with the easterly boundary line of the said 0.117 acre tract ( PARCEL 50, PART 2 ) ( calls S. 39° 41' 12" W., 66.00 feet ) and with the said easterly right-of-way line of Interstate Highway No. 35 and over and across the said 0.60 acre tract ( TRACT III ) to a Texas Department of Transportation brass cap right-of-way monument found being the northeast corner of the said 0.117 acre tract ( PARCEL 50, PART 2 ) and being in the northerly boundary line of the said 0.60 acre tract ( TRACT III ) and being in the southerly boundary line of that certain 0.654 acre tract of land described in a Deed to Milton Kirchmeier and being of record in Volume 1611, Page 661, Deed Records of Bell County, Texas for corner;

THENCE S. 71° 38' 25" E., 352.16 feet departing the said 0.117 acre tract ( PARCEL 50, PART 2 ) and the said easterly right-of-way line of Interstate Highway No. 35 and with the said northerly boundary line of the 0.60 acre tract ( TRACT III ) and with the southerly boundary line of the said 0.654 acre tract and continuing with the southerly boundary line of that certain 1.150 acre tract of land described in a Deed to Salado Storage LLC and being of record in Volume 5742, Page 169, Official Public Records of Bell County, Texas to a ½" iron rod found being the southeast corner of the said 1.150 acre tract and being the northeast corner of the said 0.60 acre tract ( TRACT III ) and being in the westerly boundary line of the aforementioned 18.71 acre tract ( TRACT I ) for corner;

THENCE departing the said 0.60 acre tract ( TRACT III ) and with the easterly boundary line of the said 1.150 acre tract and with the westerly boundary line of the said 18.71 acre tract ( TRACT I ) the following two ( 2 ) calls:



- 1) N.  $41^{\circ} 55' 52''$  E., 122.92 feet ( calls N.  $41^{\circ} 34' 24''$  E., 122.99 feet ) to a  $\frac{1}{2}$ " iron rod with cap stamped "RPLS 1817" found for corner;
- 2) N.  $40^{\circ} 14' 44''$  E., 104.90 feet ( calls N.  $39^{\circ} 55' 06''$  E., 104.79 feet ) to a  $\frac{1}{2}$ " iron rod with cap stamped "RPLS 1817" found being the northeast corner of the said 1.150 acre tract and being the northwest corner of the said 18.71 acre tract ( TRACT I ) and being in the southerly boundary line of that certain 4.0 acre tract of land described in a Deed to Schwake Revocable Trust and being of record in Volume 3279, Page 88, Official Public Records of Bell County, Texas for corner;

THENCE departing the said 1.150 acre tract and with the northerly boundary line of the said 18.71 acre tract ( TRACT I ) and with the southerly boundary line of the said 4.0 acre tract and continuing with the southerly boundary line of that certain 3.25 acre tract of land described in a Deed to James Chavers and being of record in Volume 3166, Page 29, Official Public Records of Bell County, Texas and continuing with the southerly boundary line of that certain 3 acre tract described in a Deed to Salado Youth Association, Inc. and being of record in Volume 3794, Page 323, Official Public Records of Bell County, Texas the following two ( 2 ) calls:

- 1) S.  $72^{\circ} 14' 13''$  E., 640.76 feet ( calls S.  $72^{\circ} 34' 09''$  E., 640.91 feet ) to a  $\frac{1}{2}$ " iron rod found being the southeast corner of the said 3.25 acre tract and being the southwest corner of the said 3 acre tract for corner;
- 2) S.  $70^{\circ} 24' 58''$  E., 153.02 feet ( calls S.  $70^{\circ} 44' 41''$  E., 153.00 feet ) to a  $\frac{1}{2}$ " iron rod found being the northeast corner of the said 18.71 acre tract ( TRACT I ) and being the southeast corner of the said 3 acre tract and being in the westerly boundary line of the aforementioned Lot 9, Block One, Mill Creek, Section Six for corner;

THENCE departing the said 18.71 acre tract ( TRACT I ) and with the west, north, east and south boundary lines of the said Lot 9, Block One, Mill Creek, Section Six the following four ( 4 ) calls:

- 1) N.  $19^{\circ} 35' 37''$  E., 55.47 feet ( calls N.  $19^{\circ} 35' 37''$  E. ) ( bearing base ) with the easterly boundary line of the said 3 acre tract and the west boundary line of the said Lot 9 to a  $\frac{1}{2}$ " iron rod found being the northwest corner of the said Lot 9, Block One and being the southwest corner of Lot 10, said Block One for corner;
- 2) S.  $40^{\circ} 11' 21''$  E., 163.07 feet ( calls N.  $40^{\circ} 13' 14''$  W., 163.18 feet ) to a  $\frac{1}{2}$ " iron rod found being the southeast corner of the said Lot 10 and the northeast corner of the said Lot 9 and being in the westerly right-of-way line of Stagecoach Circle as described in said Cabinet A, Slide 60-B and being at the beginning of a non-tangent curve to the left having a radius equals 155.00 feet, chord bearing equals S.  $34^{\circ} 35' 13''$  W., 80.69 feet, central angle equals  $30^{\circ} 10' 25''$  for corner;
- 3) 81.63 feet along the arc of said curve to the left and with the said westerly right-of-way line of Stagecoach Circle and the easterly boundary line of the said Lot 9, Block One to

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a ½" iron rod found being the southeast corner of the said Lot 9, Block One and being the northeast corner of Lot 8, said Block One for corner;

- 4) N. 70° 22' 30" W., 120.04 feet ( calls N. 70° 24' 23" W., 120.04 feet ) departing the said westerly right-of-way line to a ½" iron rod found being the southwest corner of the said Lot 9, Block One and being the northwest corner of the said Lot 8, Block One and being in the westerly boundary line of the said Block One, Mill Creek, Section Six and being in the easterly boundary line of the said 18.71 acre tract ( TRACT I ) for corner;

THENCE with the westerly boundary line of the said Block One, Mill Creek, Section Six ( calls N. 19° 35' 37" E., 1140.29 feet ) and the easterly boundary line of the said 18.71 acre tract ( TRACT I ) ( calls S. 19° 15' 19" W., 957.37 feet ) the following five ( 5 ) calls:

- 1) S. 19° 33' 29" W., 143.01 feet to a ½" iron rod found being the southwest corner of the said Lot 8 and being the northwest corner of Lot 7, said Block One for corner;
- 2) S. 19° 39' 39" W., 168.86 feet to a ½" iron rod found being the southwest corner of the said Lot 7 and being the northwest corner of Lot 6, said Block One for corner;
- 3) S. 19° 34' 44" W., 334.66 feet to a ½" iron rod found being the southwest corner of Lot 3, said Block One and being the northwest corner of Lot 2, said Block One for corner;
- 4) S. 19° 32' 13" W., 103.08 feet to a ½" iron rod found being the southwest corner of the said Lot 2 and being the northwest corner of Lot 1, said Block One for corner;
- 5) S. 19° 37' 32" W., 103.32 feet to a ½" iron rod found being the southwest corner of the said Lot 1 and of the said Block One and being the southeast corner of the said 18.71 acre tract ( TRACT I ) and being the northwest corner of that certain 0.68 acre tract of land described in a Deed to Charles Chenoweth and being of record in Document No. 2006-59492, Official Public Records of Bell County, Texas and being the northeast corner of Lot 24 of the aforementioned Settlers Place Replat for corner;

THENCE departing the said 0.68 acre tract and with the southerly boundary line of the said 18.71 acre tract ( TRACT I ) ( calls N. 71° 32' 56" W., 930.82 feet ) and with the northerly boundary line of the said Settlers Place Replat ( calls S. 71° 04' 42" E., 1143.40 feet ) the following four ( 4 ) calls:

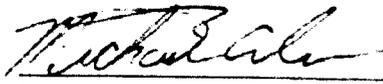
- 1) N. 71° 13' 10" W., 106.11 feet to a ½" iron rod found being the northwest corner of Lot 23 and the northeast corner of Lot 22, said Settlers Place Replat for corner;
- 2) N. 71° 07' 44" W., 317.98 feet to a ½" iron rod found being the northwest corner of Lot 17 and the northeast corner of Lot 16, said Settlers Place Replat for corner;
- 3) N. 71° 06' 18" W., 106.13 feet to a ½" iron rod found being the northwest corner of Lot 15 and the northeast corner of Lot 14, said Settlers Place Replat for corner;



4) N. 71° 27' 12" W., 396.56 feet to the Point of BEGINNING and containing 20.017 acres of land.

\*\*\*\*\*

I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

  
Michael E. Alvis, R.P.L.S. #5402  
February 15, 2013



Bearing Base: N. 19° 35' 37" E., 1140.29 feet, west boundary line Mill Creek, Section Six, Cabinet A, Slide 60-B, Plat Records of Bell County, Texas

**EXHIBIT "B"**  
**TIMETABLE**

**JES DEVELOPMENT / HIDDEN GLEN SENIOR LIVING**  
**VOLUNTARY ANNEXATION & ZONING SCHEDULE**

<b>DATE</b>	<b>ANNEXATION TASK</b>	<b>PD TASK</b>
11/25/2015	<b>Voluntary petition for annexation submitted to Village Administrator or Board of Aldermen.</b>	
12/10/2015	<b>Board of Aldermen (BOA) conducts public hearing and accepts Petition for Annexation. §43.028</b>	<b>Hidden Glen PD-MU Applicant files complete application and fees for PD-MU<sup>1</sup> zoning request (official submission date). Salado Zoning</b>
12/10/2015	<b>1) Village authorizes staff to initiate annexation proceedings. §43.028(d).<sup>2</sup></b>  <b>2) Village begins preparing a service plan for the area to be annexed. §43.065:</b> Before the publication of the notice of Hearing #1, the Board of Aldermen shall direct its planning department (here, Village Manager and Director of Planning) to prepare a service plan that provides for the extension of full municipal services to the area to be annexed.	
12/11/2015	<b>Village mails notices of public hearings to property owners, agencies, utilities, railroads. (§43.062: Notice must be mailed to property owners, railroads, and government/private utilities at least 30 days before Hearing #1.)</b>	
12/22/2015		<b>Publish Notice of Planning and Zoning Commission Hearing on PD-MU Zoning in newspaper and on website. (Notice of public hearing published 15<sup>th</sup> day before public hearing date.)</b>
12/30/2015		<b>Village mails notice of Planning and Zoning Commission Hearing to property owners within 200' of the area. (Before the 10<sup>th</sup> day before the Commission public hearing date.)</b>

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<sup>1</sup> Unless otherwise specified, PD means Planned Development.

<sup>2</sup> All section references are to the Texas Local Government Code, unless otherwise indicated.

- 01/04/2016**      **Provide written notice of the proposed annexation to each public school district located in the area proposed for annexation. §43.905:**  
 During the period prescribed for publishing the notice of the first hearing, each school district located in the area proposed for annexation needs to receive a letter describing:
- (1) the area within the district proposed for annexation;
  - (2) any financial impact on the district resulting from the annexation, including any changes in utility costs; and
  - (3) any proposal the municipality has to abate, reduce, or limit any financial impact on the district.
- 01/04/2016**      **Publish notice of Annexation Hearing #1 in newspaper and on website. §43.063:**  
 Must publish notice of Hearing #1 in newspaper and on website no more than 20 but at least 10 days before the hearing.  
*(Publish in alternate paper of record, the Temple Daily Telegram. Hearing # 1 notice to be published between 12/25/15 and 1/4/16)*
- 01/04/2016**      **Publish notice of Annexation Hearing #2 in newspaper and on website. §43.063:**  
 Must publish notice of Hearing #2 in newspaper and on website no more than 20 but at least 10 days before the hearing.  
*(Publish in alternate paper of record, the Temple Daily Telegram. Hearing # 2 published between 1/1/16 and 1/11/16)*
- 01/04/2016**      **Publish notice of PD-MU Zoning BOA Hearing in newspaper and on website.**  
 (Notice of public hearing published 15<sup>th</sup> day before public
- 01/07/2016**      **Draft service plan completed and ready for review. Complete between Petition Acceptance date and Hearing # 1.**
- 01/07/2016**      **Village mails notice of BOA Hearing to property owners within 200' of the area. (Before**

01/12/2016

the 10<sup>th</sup> day before the BOA public hearing date.)

**Planning and Zoning Commission Public Hearing on PD-MU Zoning Ordinance.**

Recommendation to approve or deny forwarded to Board of Aldermen.

01/14/2016

**Public Hearing #1.** §43.063: Village must conduct 2 hearings. The hearings must be conducted on or after the 40<sup>th</sup> day but before the 20<sup>th</sup> day before the date of the institution of the proceedings. *Note: The date of the “institution of proceedings” is the date the annexation ordinance is introduced and adopted by Board of Aldermen on first reading.*

*Special BOA meeting*

01/21/2016

**Public Hearing #2.** §43.063: Village must conduct 2 hearings. The hearings must be conducted on or after the 40<sup>th</sup> day but before the 20<sup>th</sup> day before the date of the institution of the proceedings.

**Board of Aldermen Public Hearing on PD-MU Zoning Ordinance.** Board of Aldermen recommend to approve or deny.

02/11/2016

**1) First Reading of Annexation Ordinance**  
**2) Board of Aldermen adopts Annexation Ordinance and approves the service plan.** §43.064: Annexation must be completed within 90 days of instituting proceedings (*i.e.*, within 90 days of first reading).

**Board of Aldermen gives final approval and adopts PD-MU Zoning Ordinance.**

*Special BOA meeting*

**Immediately Following Adoption of Annexation Ordinance**

**File Annexation Ordinance with the County Clerk**

**Within 30 days of adoption, the Village must file with the County Clerk a certified copy of the annexation ordinance along with a legal description of the property.**

**Notify Secretary of State and Comptroller**

**Tax Code §321.102: Send via certified or registered mail a certified copy of the annexation ordinance to the Secretary of State of Texas. Send by certified or registered mail a copy of the annexation ordinance with a map of the whole municipality clearly showing the new annexation to the Sales Tax Division of the State Comptroller’s office.**

**Amend the official Village map**

**Prepare an amended official Village map and have it adopted by ordinance. File a copy of the amended map in the office of the Village**

**Secretary and keep a copy in the office of the Village Manager.**

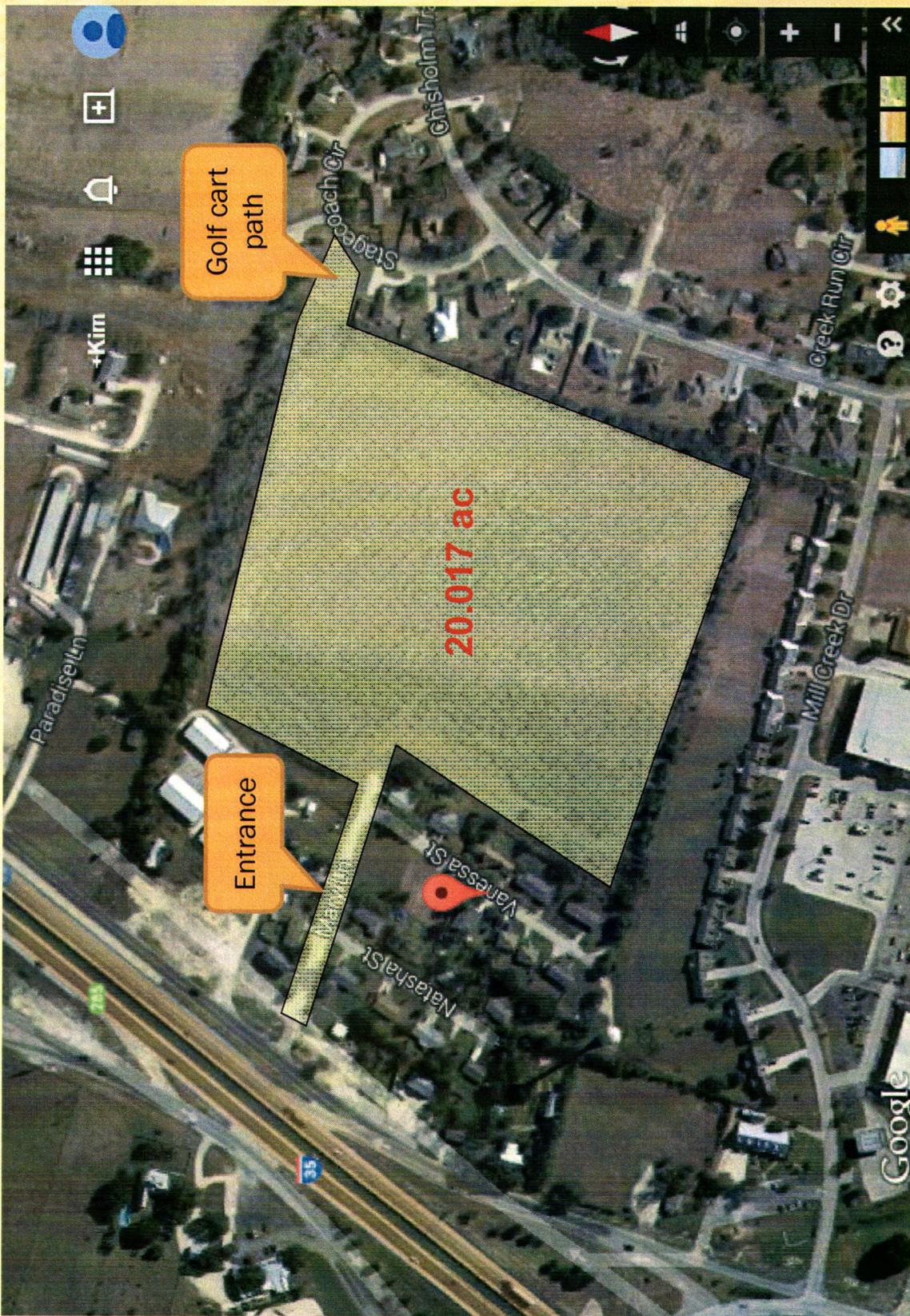
**§41.001(b): When a Village expands its ETJ by petition or annexes territory, the map must be immediately updated to include the annexed territory, including an annotation that states:**

- (1) the date of the ordinance;**
- (2) the number of the ordinance, if any; and**
- (3) a reference to the minutes or ordinance records in which the ordinance is recorded in full.**

# Hidden Glen - JES Dev. - Location Map



# Hidden Glen - JES Dev. - Location Map



# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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12/10/15  
Item # 8  
Regular Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Discussion and possible action on a Request for Consent to the Creation of a Municipal Utility District to be named Sanctuary Municipal Utility District.

**STAFF RECOMMENDATION:** n/a

**ITEM SUMMARY AND ANALYSIS:** The Village of Salado received a Request for Consent to the Creation of a MUD which was notarized on September 16 and 17, 2015. The document was marked as received on October 2, 2015. The signatories/petitioners were Billie Hanks Jr. on behalf of multiple corporate entities, Heather Hanks McCready, and Heidi Hanks Waters.

The Village has 90 days to act on the request.

**FISCAL IMPACT:** n/a

**ATTACHMENTS:**

- First three pages of the Request for Consent

OCT 3 2015

RECEIVED OCT 02 2015

**REQUEST FOR CONSENT TO THE  
CREATION OF A MUNICIPAL UTILITY DISTRICT**

THE STATE OF TEXAS

§  
§  
§

COUNTY OF BELL

TO THE HONORABLE MAYOR AND BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, TEXAS:

The undersigned (herein the "Petitioners"), holders of title to land within the territory hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code and Section 42.042, Texas Local Government Code, respectfully request the Board of Aldermen of the Village of Salado, Texas, for its written consent to the inclusion of land in, and the creation of, a conservation and reclamation district under Chapters 49 and 54, Texas Water Code and would respectfully show the following:

I.

The name of the proposed District shall be SANCTUARY MUNICIPAL UTILITY DISTRICT or some similar name as required or permitted by law (the "District").

II.

The land shall be included within the District by creation and organization of the District as provided above. The District shall exist under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and Chapters 49 and 54, Texas Water Code.

III.

The District will contain approximately 284.345 acres of land, more or less, situated in Bell County, Texas. The land proposed to be included within the District is generally described in Exhibit "A" attached hereto and is located within the extraterritorial jurisdiction of the Village of Salado, Texas. All of the territory proposed to be included may properly be included in the District.

IV.

The undersigned are the owners of and hold title to all of the lands within the proposed District as indicated by the tax rolls of Bell County, Texas.

WHEREFORE, the Petitioner respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the land described herein within the District.

A preliminary investigation has been instituted to determine the cost of the project, and it is now estimated by the Petitioners, from such information as they have at this time, that the ultimate costs of the development contemplated will be approximately \$50,000,000. The project will be financed by the issuance of bonds by the District.

## VII.

There is, for the following reasons, a necessity for the above-described work, services and improvements: The area proposed to be within the District will experience substantial and sustained residential and commercial growth. There is not now available within the area, which will be developed as a residential and commercial development, an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or road improvements, nor are there park and recreational facilities. The health and welfare of the present and future inhabitants of the area and of territories adjacent thereto require the construction, acquisition, maintenance, and operation of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, roadway, system, and park and recreational facilities. A public necessity therefore exists for the organization, extension, improvement, maintenance, and operation of such waterworks system, sanitary sewer system, and drainage and storm sewer system, road improvements, and park and recreational facilities so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

## VI.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic purposes; the design, construction, acquisition, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide adequate drainage for the District and to control, abate and amend local stormwaters or other harmful excesses of waters; the construction, acquisition, operation or maintenance of roadways including storm drainage, bridges for roadways, and other improvements in aid of these roadways; the provision of and construction, acquisition, maintenance and operation of parks and recreational facilities; and the construction, acquisition, improvement, maintenance and operation of such other and additional facilities, systems, plants and enterprises as may be consonant with the purposes for which the District is created.

## V.

RESPECTFULLY SUBMITTED, this \_\_\_ day of \_\_\_\_\_, 2015.

PETITIONER:

*[Handwritten Signature]*  
Billie Hanks, Jr.

THE STATE OF TEXAS  
COUNTY OF *Ton, Green*

This instrument was acknowledged before me on the *16* day of *September*, 2015, by  
Billie Hanks, Jr.

*[Handwritten Signature]*  
Notary Public, State of Texas



# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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12/10/15  
Item #9  
Workshop Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Jack Hensley, Chief of Police

**ITEM DESCRIPTION:** Discussion on the process and approach for review and approval of Standard Operating Procedures and General Orders for the Police Department.

**STAFF RECOMMENDATION:** Provide feedback on the format in which the Board of Aldermen wants to receive the content. Staff request reviewing the sections and provide feedback to staff for final presentation to aldermen.

**ITEM SUMMARY AND ANALYSIS:** The Texas Police Chiefs Association Foundation designed the Law Enforcement Agency Best Practices Recognition Program. The Best Practices Manual, currently consists of 12 chapters with a total of 161 sections. This manual is the compilation of what Texas law enforcement professionals believe are basic business practices needed to address the most critical of law enforcement tasks in our state. The standards were developed to ensure appropriate protection of citizen's rights, improve the safety of public safety employees, and ensure the operational and professional integrity of a law enforcement entity.

**FISCAL IMPACT:** n/a

**ATTACHMENTS:**

- General Orders Table of Contents

**SALADO POLICE DEPARTMENT  
GENERAL ORDERS**

**TABLE OF CONTENTS**

**CHAPTER**

**SECTION**

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**ADMINISTRATION AND ORGANIZATION**

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- 1.02.1 Budget
- 1.03.1 Cash Transactions
- 1.04.1 Written System of Agency Directives
- 1.05.1 Agency Jurisdiction
- 1.06.1 Peace Officer Authority
- 1.07.1 Authority of Agency Director
- 1.08.1 Duty to Obey Lawful Orders
- 1.09.1 Sworn Personnel Basic License
- 1.10.1 Accounting for Agency Owned Capital Assets
- 1.11.1 Approval for Personally Owned Equipment
- 1.12.1 Agency Issued Property/Equipment
- 1.13.1 Agency Mission Statement

**CHAPTER 2**

**PROFESSIONAL STANDARDS AND CONDUCT**

- 2.01.1 Bias Based Profiling
- 2.02.1 Code of Ethics
- 2.03.1 Oath of Office
- 2.04.1 Internal Investigations
- 2.05.1 Time Limit on Internal Investigations
- 2.06.1 Complaints Requiring an Investigation
- 2.07.1 Notification of Agency Director
- 2.08.1 Appeal Procedures for Disciplinary Actions
- 2.09.1 Records and Security of Complaints and Investigations
- 2.10.1 Notification to Complainant
- 2.11.1 Sexual and Other Unlawful Harassment
- 2.12.1 Professional Conduct
- 2.13.1 Appearance
- 2.14.1 Truthfulness
- 2.15.1 Political Activity
- 2.16.1 Attendance
- 2.17.1 Individual Rights
- 2.18.1 Personal Conduct
- 2.19.1 Alcoholic Beverages
- 2.20.1 Drugs
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- 2.22.1 Emergency Recall Procedures
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- 3.01.1 Annual Firearms Qualifications
- 3.02.1 Use of Deadly Force Training
- 3.03.1 Annual Inspection of Firearms
- 3.04.1 Use of Force Training and Proficiency for Less than Lethal Weapons
- 3.05.1 Training Records
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- 3.07.1 In-Service Reserve Police Officer Training
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- 3.11.1 Hostage Negotiator Training
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- 3.15.1 Training Evaluations
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- 7.05.1 Interrogation
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- 7.07.1 Searches Without A Warrants
- 7.08.1 Family Violence
- 7.09.1 Preliminary Investigations
- 7.10.1 Follow up Investigations
- 7.11.1 Informants
- 7.12.1 Confidential and / or Narcotics Funds and Audits
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- 7.15.1 Non Emergency and Emergency Response
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- 7.17.1 Reflective Vests
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- 7.24.1 Inspection of Possible Methods of Proof of Compliance
- 7.25.1 Special Use Equipment
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- 7.27.1 Reserve Officer Program
- 7.28.1 Traffic Enforcement Operations
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- 10.05.1 Not Applicable
- 10.06.1 Not Applicable
- 10.07.1 Not Applicable
- 10.08.1 Not Applicable
- 10.09.1 Not Applicable
- 10.10.1 Not Applicable
- 10.11.1 Not Applicable
- 10.12.1 Not Applicable
- 10.13.1 Not Applicable
- 10.14.1 Strip Searches
- 10.15.1 Body Cavity Searches
- 10.16.1 Not Applicable
- 10.17.1 Not Applicable
- 10.18.1 Not Applicable
- 10.19.1 Not Applicable
- 10.20.1 Not Applicable
- 10.21.1 Not Applicable
- 10.22.1 Not Applicable

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- 12.05.1 Disposal of Property/Evidence
- 12.06.1 Field Release of Property
- 12.07.1 Inspection of Property/Evidence
- 12.08.1 Inventory of Property/Evidence

## WORKSHOP ITEM 10

Maps for discussion on land acquisition  
for a second wastewater treatment plant.

P:Salado, Village of 2016-2015-GENERAL/CAD/OCTOBER UPDATE FOR WWTP OPTIION/SIC/N MAP EXHIBIT A.dwg - EXHIBIT A  
© 2015 Kasberg, Patrick & Associates, LP

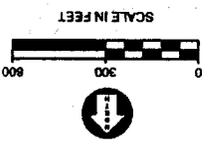
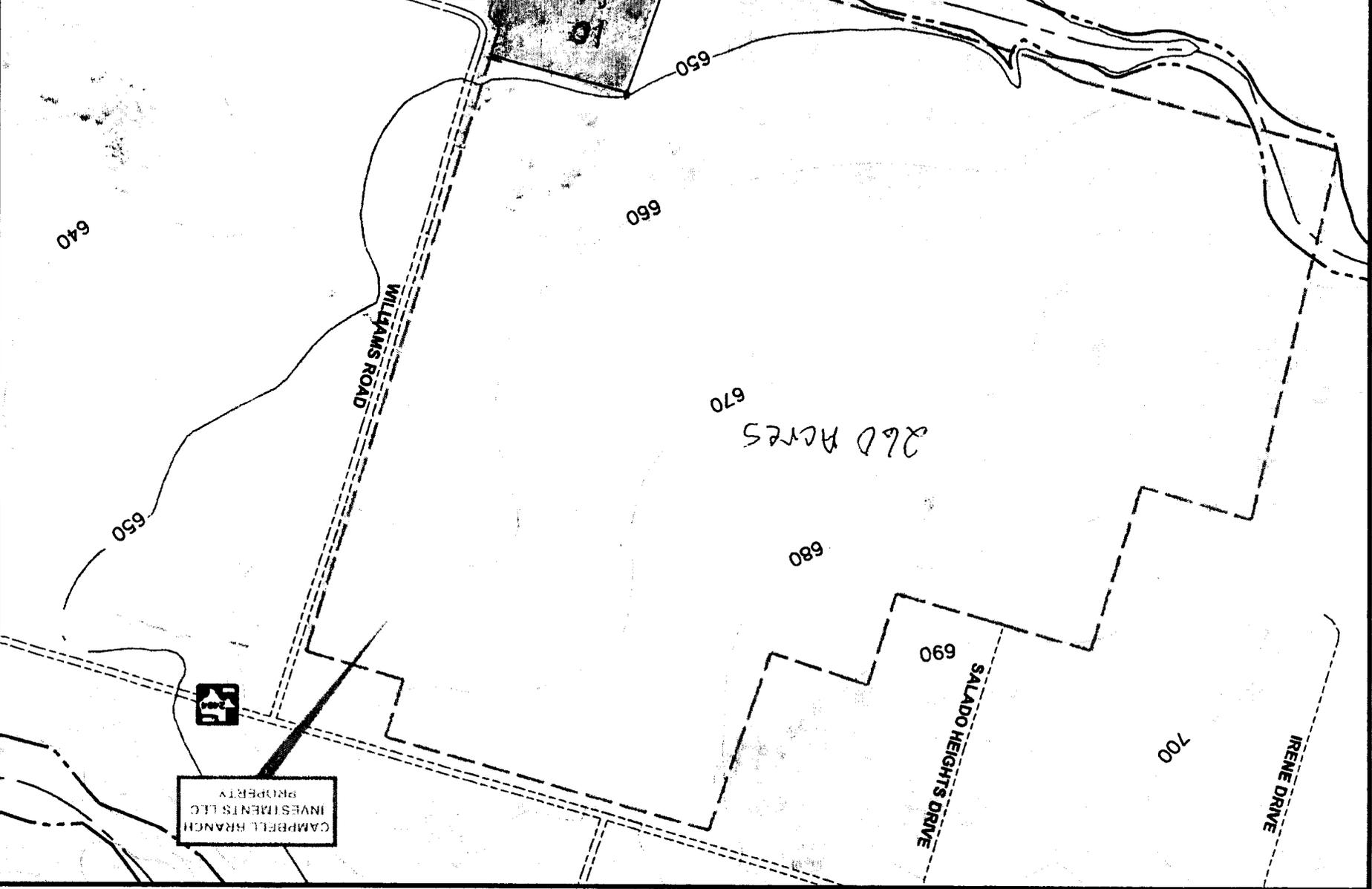
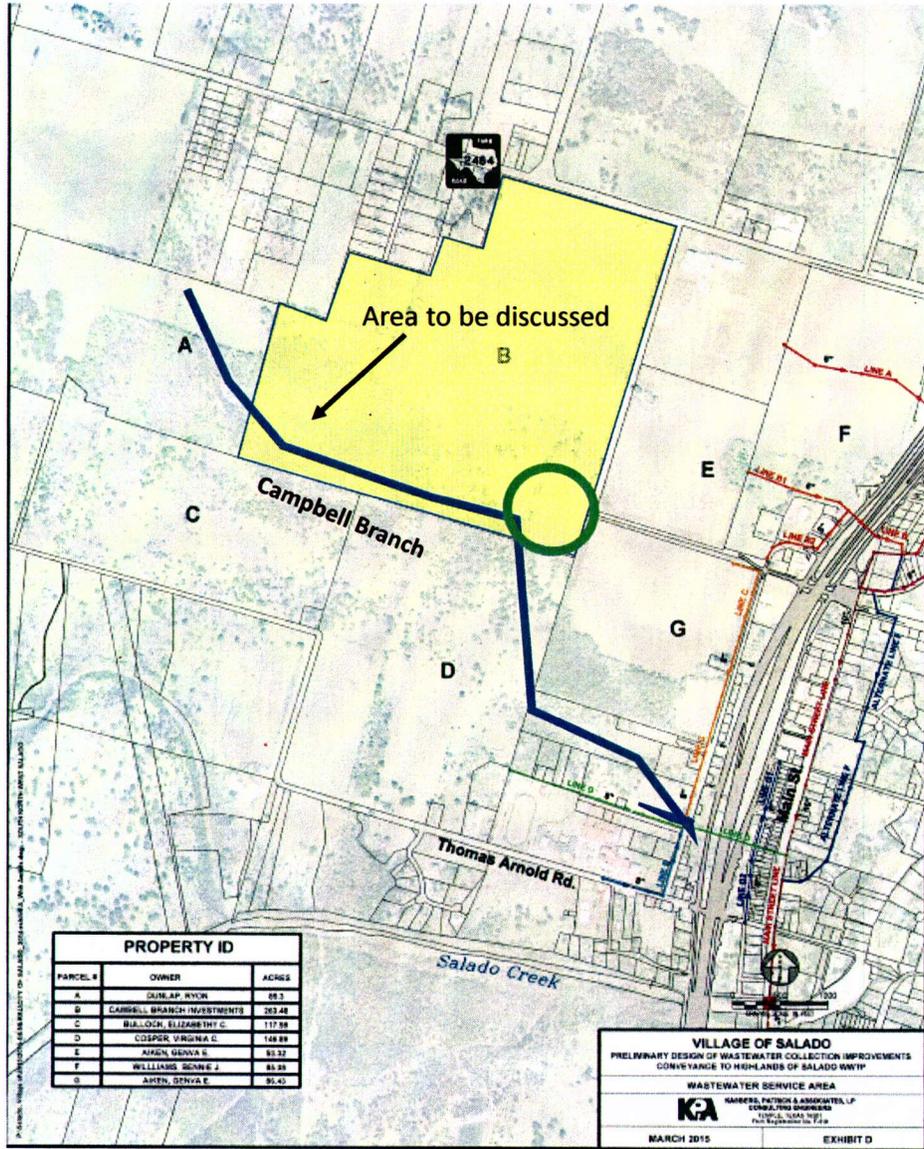


EXHIBIT A	OCTOBER 22, 2016
 KASBERG, PATRICK & ASSOCIATES, LP CONSULTING ENGINEERS TEMPLE, TEXAS 76701 Firm Registration No. F-810	
CAMPBELL BRANCH INVESTMENTS LLC PROPERTY	
FINAL DESIGN OF 2016 WASTEWATER SYSTEM IMPROVEMENTS	





Owner: Campbell Branch Investments (David Stanford)

The location of Campbell Branch is approximate

## WORKSHOP ITEM 11

Draft of Zoning Ordinance (Ordinance 2013.08) Section 5.3,  
Fencing, Walls and Screening Requirements as it relates to  
Single-Family and Duplex standards.

**PC. Fences, walls, screens, and gates for Residential Districts in Residential Areas:**

**1. Locational Criteria and Height:**

- a. Any fence or wall ~~located to the rear of the minimum required front yard line~~ shall not exceed eight feet (8') in height above the adjacent grade.
- b. ~~Except as provided herein, n~~No fence or wall shall be permitted within the required front yard of any single-family residential lot ~~that is adjacent to a public street.~~ No residential fence shall be closer than fifteen feet (15') to a public street ~~except: in cases where the side or rear building line of the yards on continuous corner lots adjoin, the fence may be constructed out to the property line of said side yard such that the street side yard may be included as part of the lot's back yard area.~~
- i. A fence, wall, screen or similar barrier erected in the front yard setback must not exceed 48 inches in height above the adjacent grade. A barrier that does not exceed 36 inches in height may be made of a solid material. A barrier that is higher than 36 inches must have an open design, with a minimum of 50 percent opacity or visibility, so as not to impose a visual barrier.

**2. Allowed Materials**

Fences, walls, screens, enclosures and gates must be constructed of one or a combination of the following materials:

- a. Coated chain link (installed as manufactured, without affixing materials such as slats and tarps and only on lots of 2 acres in size or greater);
- b. Decorative aluminum, steel or wrought iron
- c. Exterior Insulation and finish systems with integrated color (EIFS);
- d. Composite (manufactured for fencing with appearance of wood or stone);
- e. Fired brick;
- f. Latticework that does not exceed 2 feet in height and is anchored as a design element at the top of a 6-foot tall fence;
- g. Natural stone;
- h. Pipe (not in combination with welded wire panels or rolled materials)
- i. Pre-cast concrete with integrated color
- j. Split faced concrete block;
- k. Split rail, post and rail;
- l. Stucco with integrated color;
- m. Welded wire panels with decorative framing (not rolled material)
- n. Wood planks/pickets;
- o. Vinyl planks, pickets, or panels

**2.3. Prohibited Materials**

- a. Materials not listed as Allowed Materials are prohibited. Permits shall not be issued for materials not manufactured specifically for residential fencing, such as fibrous

masonry products, landscape timbers, railroad ties, latticework panels, plywood, corrugated steel panels or fiberglass panels.

- b. **Barbed Wire, Electrical, and Chain Link Fencing:** Barbed wire, electrical, and/or uncoated chain link fencing that is visible from a public right-of-way is prohibited as perimeter fencing except for containment of farm animals on parcels of [REDACTED]

3.4. **Vehicular Access Gates:** Gates designed for vehicular access shall be set back from front the property line a minimum of twenty-five feet (25').

4.5. **Swimming Pool Fences:** Fences around swimming pools shall comply with the [REDACTED] and the Village of Salado's codes or ordinances pertaining to same.

5.6. **Sight Distance & Visibility:** Section 5.5.J provides the sight visibility requirements for fences and screening walls.

7. **Other Types of Fencing:** Special purpose fencing, such as fencing around tennis courts, may be is permitted with Administrator approval.

6.8. **Construction:** Fence framing and posts on fences visible from a public street must be placed to the interior of the lot so that they are not visible from the street. Unless a continuous masonry beam extends beneath a wooden privacy fence, rot board must be used and attached to the base of wooden privacy fence pickets to prevent warping of materials.

7.9. **Permit Required:** A permit is required for all fences and walls.