



**REGULAR MEETING OF THE
SALADO BOARD OF ALDERMEN**

AGENDA

**6:30 P.M., THURSDAY, FEBRUARY 18, 2016
MUNICIPAL BUILDING
301 NORTH STAGECOACH, SALADO, TX
BOARD OF ALDERMEN CHAMBERS**

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. REPORTS

Mayor’s Report

Alderman Reports:

- Environmental Report – Alderman Dankert and Alderman McDougal
- ETJ/Annexation Report – Alderman Dankert and Alderman McDougal
- Ordinance Committee Report – Alderman Coachman and Alderman Williams
- Main Street Report – Mayor Pro Tempore Brown and Alderman Dankert
- Street Improvement Report – Alderman McDougal
- Stagecoach /Wastewater Status Report – Mayor Pro Tempore Brown, Alderman McDougal, and Administrator Foutz

Financial Report

III. PROCLAMATIONS / SPECIAL RECOGNITION

None.

IV. 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.

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, January 30, 2016, Special Called Meeting and Retreat
 - b. Minutes, February 4, 2016, Regular Meeting.
 - c. 1) an amendment to the wastewater treatment plant Operations and Services Agreement with Lawson Water & Wastewater Solutions Inc., and 2) purchase of testing equipment in an amount not to exceed \$2,000.
 - d. A first amendment to an Interlocal Contract between Dallas County Schools d/b/a Texserve and the Village of Salado to Enforce and Administer the School Bus Safety/Stop Arm Enforcement Program effective January 4, 2016, increasing the Village share of monies collected from 12.5 % to 20 %.

VI. REGULAR SESSION

5. Presentation, discussion, and possible action on an ordinance creating PDD No. 2, authorizing zoning of 57.985 +/- acres to PDD-C (Planned Development District Commercial), generally located at the southeast corner of FM 2268 and I-35 frontage road (Area C).
6. Presentation, discussion, and possible action on an ordinance creating PDD No. 3, authorizing zoning and rezoning of: 1) 53.922 +/- acres to PDD-MU (Planned Development Mixed Use), generally located at the northeast corner of FM 2268 and I-35 frontage road and identified as Area A, and 2) 197.265 +/- acres to PDD-MU (Planned Development Mixed Use), generally located at the corner of Salado Oaks Drive and FM 2268, and the 700 block of Royal Street Drive, just east of Rose Way Circle and identified as Area B.

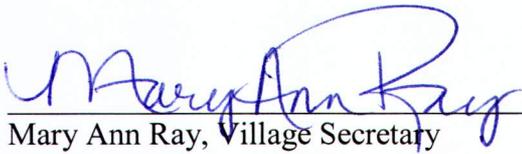
VII. EXECUTIVE SESSION

VIII. 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 **Friday, February 12, 2016**.


Mary Ann Ray, Village Secretary

Removed from display: _____

Village of Salado, Texas
Board of Aldermen
Special Called Meeting and Retreat
Meeting Minutes
8:30 p.m. Saturday, January 30, 2016
Municipal Building, 301 N. Stagecoach Road

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

Others Present: Kim Foutz, Village Administrator; Mary Ann Ray, Village Secretary; Jack Hensley, Chief of Police; Mary Poche', Executive Director, Chamber of Commerce/Tourism Bureau.

I. Call to Order.

Mayor Blancett called the meeting to order at 8:30 a.m. He opened the meeting with prayer.

He explained the purpose of the retreat and encouraged members of the community to work together for the betterment of the Village.

II. Regular Session.

1. Discussion and possible action on Resolution R-2016.135, Texas Parks and Wildlife Trails Grant, for trails along Main Street.

Administrator Foutz explained that the deadline to apply for this grant is Monday, February 1, 2016. The grant would be used to install a trail from Van Bibber north along Main Street, turn right just north of the Wine Seller, and terminate at the Sculpture Garden. June Ritterbusch, owner of the Wine Seller, has given permission to use her easement for the trail. The grant is for \$200,000, with a 20 percent match from the Village. The proposed route fits with the Comprehensive Plan.

Alderman McDougal made a motion to approve Resolution R-2016.135 as presented. Mayor Pro Tempore Brown seconded. The measure carried unanimously.

III. Workshop Session.

Note that items on the workshop were taken out of order as listed on the agenda, and some items were combined.

2. **Staffing levels (No. 14)**

There was discussion about the need to add a part-time maintenance worker and expanding a part-time clerical position to full-time. A portion of the funds to pay for these positions would come from a reduction in the amount the contract for the supervisor of the

Stagecoach wastewater treatment plant, who has indicated that he must reduce his time at the plant. The remainder of during will come from adjustments to other line items in the budget. Mayor Blancett directed Administrator Foutz to proceed with creating the positions and finding the funds.

There also was discussion about hiring a full-time inspector to handle building permits and code enforcement.

3. Departmental discussion (Nos. 2 & 4a)

- a. Chamber of Commerce/Tourism Bureau – Executive Director Mary Poche’ reported on the activities of the Chamber and Bureau. There was discussion about branding and marketing, destination packages involving golf and shopping, wayfinding signs, the electric aggregator, tourism events, and the need for more family-oriented events. Ms. Poche’ reported that the Chamber board will conduct a workshop on February 25, 2016. There was discussion about the possibility of starting a junior Chamber of Commerce organization at Salado High School.
- b. Salado Police Department – Chief Jack Hensley reported on the department’s Five-Year Strategic Plan. Administrator Foutz asked the Village Secretary to place on the rolling agenda a workshop with the BOA on the Strategic Plan. There was discussion about various activities of the department, including the Self Aid/Buddy Aid (SABA) program, firearms qualification, FEMA training, emergency planning/training, personnel, and patrol of areas outside Village limits.

4. Program of Work (No. 3)

Administrator Foutz discussed the need to update the Comprehensive Plan to take the Village to the next level. The Mayor asked for a “plan of work” book that includes charts, deadlines, etc., and a calendar of BOA meetings. Administrator Foutz reviewed the activities of the Village, including difficulties with TxDOT in right-of-way acquisition for the Main Street sewer. The Mayor asked Administrator Foutz to contact TxDOT’s Waco office and try to negotiate an alternate plan for righ-of-way for the sewer line. Alderman Coachman said he could go to Waco after February 15.

5. Salado Oaks Drive (Nos. 11 & 12)

There was discussion about the use of Salado Oaks Drive as a point of access for the Sanctuary development. The Agreement between the Village and Sanctuary specifically states that Salado Oaks Drive and other streets can be used for access. Discussion centered on possible alternatives to the use of Salado Oaks Drive. Mayor Blancett said he would contact Billie Hanks today about an alternative plan.

There also was discussion about zoning in the various areas of annexation for Sanctuary.

6. Wastewater / Infrastructure / New development Master Planning (Nos. 5, 6, & 7)

Alderman Williams discussed the need to put together a Master Plan for the wastewater system improvements to use as a starting point. Mayor Blancett said he would like to have a “Plan of Action/Milestones” in place by Easter. Mayor Pro Tempore Brown suggested a quarterly newsletter that would provide the correct information to the public. Mayor Blancett charged Alderman Williams and a member of the Village staff to prepare a multi-faceted quarterly newsletter to publish in the Village Voice.

7. Mandatory Wastewater Hook-up Policy (No. 8)

There was discussion about offering sewer to properties outside the Village limits. The policy has been that if a property owner outside the Village desires sewer service, the property must be annexed into the Village. A plan to amortize the hook-up cost was discussed, as well as a stipulation in the hook-up contract that if the property is sold before the hook-up is paid in full, the seller must pay the cost in full.

8. Deer (No. 9)

The budget includes \$10,000 for the Deer Advisory Board to use. Dr. Lewis Raney has agreed to be the chairman. Mayor Blancett charged Alderman Dankert to work with Dr. Raney and the Advisory Board.

9. Salamander and Creek Issues (No. 10)

The U.S. Fish and Wildlife Service will provide informative signage that will be placed at the springs near the former location of the Sirena statue. There was discussion about cleaning out the springs. Two dams are major contributors to the deposit of heavy silt and rocks that inhibit flow from the springs; unfortunately, these dams are popular with tourists and locals. The Village must find a balance between federal law and best practices to maintain the springs properly and be conducive to tourism at the same time.

10. Maintenance of Low-Water Crossing (No. 13)

Discussion centered on the fact that until the dams are taken care of, taking out any rock at the low-water crossing will do no good and might cause even more harm. Rocks must be removed in such a way that removal does not cause eddies that would compound the problem. Alderman Dankert will talk to Clearwater Underground Water Conservation District and Will Lowery, owner of one of the dams.

11. Salado Volunteer Fire Department (No. 4b)

The 2016 contract is in the amount of \$36,000, no increase over the previous year. However, there is no rate increase in the contract for 2017.

IV. Adjourn

Mayor Pro Tempore Brown made the motion to adjourn. Alderman McDougal seconded. The Mayor adjourned the meeting at 1:25 p.m.

Skip Blancett, Mayor

Mary Ann Ray, Village Secretary

Village of Salado, Texas
Board of Aldermen
Minutes
Regular Meeting
6:30 p.m. Thursday, February 4, 2016
Municipal Building, 301 N. Stagecoach Road

Present: Mayor Skip Blancett, Alderman Frank Coachman, Alderman Amber Dankert, Alderman Michael McDougal, Alderman David Williams.

Absent: Mayor Pro Tempore Fred Brown.

Others Present: Kim Foutz, Village Administrator; Mary Ann Ray, Village Secretary; Jack Hensley, Chief of Police; Shane Berrier, Chief, Salado Volunteer Fire Department.

I. Call to Order.

Mayor Blancett called the meeting to order at 6:30 p.m.

1. The Mayor opened the meeting with a moment of silence.
2. The Mayor called on Eagle Scout candidate Joseph Shuler to lead the Pledge of Allegiance. The Mayor then led the Texas Pledge of Allegiance.

II. Proclamations / Special Recognition.

None.

III. Public Comments.

3. Linda Reynolds, 507 Santa Rosa, commended the Board of Aldermen for its retreat on Saturday, January 30, 2016, and suggested a timeline surrounding the outer walls of the Municipal Building as reference for anyone who desired to learn the history of Salado.

Darlene Walsh, 1110 Mill Creek Drive, offered a position paper that explains her opinion on the recent events in the Village (see attached).

Allie Guenther, 410 N. Church St., spoke of her love for Salado and asked everyone to work together for the improvement of the Village.

IV. Reports.

Mayor's Report – Mayor Blancett said he has set up a series of “Saturday with the Mayor” sessions at the Municipal Building, during which citizens and groups can sign up for an hour with him to discuss their concerns and issues. Citizens can call the City Secretary or

visit the Municipal Building to set an appointment. He discussed a meeting he had with the citizens of Salado Oaks Drive about their concerns that their street will be used as a point of access for the Sanctuary development; he said that encouraging communication has been received from Sanctuary as a result of the meeting. He also discussed the low-water crossing and reported that an anonymous matching donation of \$10,000 has been offered to help pay for the cleanout.

Police Department Report – Chief Hensley reported that the reopening of the southbound I-35 service road at Thomas Arnold Road has improved traffic through that intersection. He reported a slight increase in crime in the Village, including six calls from citizens reporting a scam in which someone purports to be from the Internal Revenue Service. See attached report.

Fire Department Report – Chief Shane Berrier reported several upcoming fund-raisers for the department. The department will conduct its first Fire School at the new station on FM 2484. The school will be open to the State of Texas, with a maximum of 40 seats. Graduates will receive a Technician I certificate. The new brush truck should arrive around May or June. See attached report.

Chamber of Commerce/Tourism Bureau Report -- Alderman McDougal spoke on behalf of Executive Director Mary Poche', who was ill. He reported that the Supervisory Board will meet tomorrow to examine the Chamber's contract with the Village/

Village Administrator's Report -- Administrator Foutz reported that she is working on alternate alignment along Main Street for the sewer line; she hopes to have an update for the February 11 workshop. She is continuing to work on an update to the Transportation Plan. The application for the Texas parks and Wildlife Department trails grant was submitted by the February 1 deadline. If the Village wins the grant, it will help pay for a trail from Van Bibber north along Main Street, then east to the Sculpture Garden. The Village received a response letter from TxDOT relating to the workshop that took place January 25; copies of the letter are available at the Municipal Building.

V. **Consent Agenda.**

4. Consider approving the Consent Agenda items:
 - a. Minutes, January 21, 2016, Regular Meeting
 - b. Minutes, January 25, 2016, Called Workshop
 - c. Minutes, January 30, 2016, Special Called Meeting and Planning Retreat
 - d. A Resolution (R-2016-135) supporting the designation of Salado as a Cultural District through the Texas Commission on the Arts.
 - e. An Order of Election for May 7, 2016, to elect a Mayor and two position on the Village of Salado Board of Aldermen.
 - f. A Resolution (R-2016-137) calling for a Joint Election on May 7, 2016, with the Salado Independent School District (ISD) Board of trustees and the Salado Public Library District for the Election.

Alderman McDougal made a motion to approve the Consent Agenda as presented. Alderman Dankert seconded.

Discussion: Alderman Williams asked to remove Item 4d from the Consent Agenda for individual discussion.

The motion to approve Items 4a,b, c, e and f carried unanimously.

Jill Shipman, President of the Public Arts League of Salado, explained the designation of Cultural District and the Village's obligations. The Village will have no financial obligations. The designation of Cultural District will enable PALS to receive more grant funds for sharing the arts in the Village.

Alderman Coachman made a motion to approve Item 4d. Alderman Dankert seconded. The motion carried unanimously.

VI. Regular Session.

5. Presentation, discussion, and possible action on a contract for fire protection and emergency services with the Salado Volunteer Fire Department in an amount of \$36,000.

Administrator Foutz explained that this is substantially the same contract as last year; however, there are some changes in language regarding insurance and indemnity that benefit the Village. The dollar amount is the same as last year.

Alderman Dankert made a motion to approve the contract with Salado Volunteer Fire Department as presented. Alderman McDougal seconded. The motion carried unanimously.

6. Presentation, discussion and possible action on:

- a. Board of Aldermen members to Committees pursuant to Resolution R-2016-134, Establishing Committees and Advisory Boards; and
- b. Chairperson and Vice Chairperson of Committees pursuant to Resolution R-2016-134, Establishing Committees and Advisory Boards

Mayor Blancett said he would like to place these items on a workshop for February 11, 2016 because he has not had an opportunity to talk with the Aldermen about these appointments. He directed Administrator Foutz to continue using the current committees until appointments can be made at the February 18, 2016, meeting.

The Mayor asked citizens to step up and consider serving on a board. Applications are still being accepted for Committees and Advisory Boards. The application is available online and at the Municipal Building. He listed the various committees and the Aldermen who serve on each.

Alderman Coachman made a motion to postpone action on Items 6 and 8 on the Agenda and place both items on the February 11, 2016, workshop Agenda for further recruitment and study. Alderman McDougal seconded. The motion carried unanimously.

7. Presentation, discussion and possible action on the appointment of members to the Planning & Zoning Commission, pursuant to Ordinance 2013.08.14, Zoning Ordinance.

Administrator Foutz explained that one term expired in January. Applications were not sent to the BOA as requested; therefore, she recommends discussing this appointment at the workshop February 11 and appointing on February 18.

Alderman McDougal made a motion to move Item 7 to workshop February 11 and vote February 18. Alderman Williams seconded. The motion carried unanimously.

8. Presentation, discussion, and possible action on the appointment of members to Committees and Advisory Boards pursuant to Resolution R-2016-134, Establishing Committees and Advisory Boards.

See Item 6.

9. Discussion and possible action on authorizing changes in staffing to include: a) add part-time maintenance technician, approximately 25 hours per week; and b) change part-time office clerk to full-time office clerk, 40 hours per week; and directing the Village Administrator to bring forth the associated budget amendment.

Administrator Foutz explained that this item arose from the Board of Alderman retreat on January 30. These revisions to Village staffing will require a budget amendment; she is asking for a directive to move forward with these plans. Funds will come from changes to the contract for the wastewater plant superintendent and a change in electrical provider.

Alderman Coachman made a motion to approve changes in staffing as presented. Alderman Dankert seconded. The motion carried unanimously.

VII. Executive Session.

None.

VIII. Adjourn.

Alderman Williams made a motion to adjourn. Alderman Dankert seconded. The meeting was adjourned at 7:55 p.m.

Skip Blancett, Mayor

Mary Ann Ray, Village Secretary

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

2/18/16
Item #4c
Consent Agenda
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DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Consider: 1) an amendment to the wastewater treatment plant Operations and Services Agreement with Lawson Water & Wastewater Solutions Inc., and 2) purchase of testing equipment in an amount not to exceed \$2,000.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: At its May 21, 2015, meeting, the BOA approved a contract with Bill Lawson of Lawson Water and Wastewater Solutions Inc. in the amount of \$15,000, with a 5 percent escalation clause. The original contract included full service operation, testing, reporting, and oversight of the Stagecoach wastewater treatment plant. Mr. Lawson recently notified the Village that he must reduce the number of hours he spends at the Stagecoach plant. The Village and the contractor desire to revise the scope of services and related compensation so that the contractor acts as a technical consultant and only performs an oversight function. This arrangement will meet TCEQ's requirement for a Class "B" operator.

Dwaine Barton, Village Maintenance Worker, has acquired a Class D license and will conduct the day-to-day operation and maintenance of the Stagecoach plant, to include all monitoring and testing required by law. The Village will continue to send Mr. Barton to classes to further his licensing.

FISCAL IMPACT: Mr. Lawson has agreed to provide 12 hours of free technical consultation services per month. Any services over 12 hours will be at a rate of \$73.69 per hour.

Mr. Lawson was providing, free of charge, specialized testing equipment (PH, chlorine, Dissolved Oxygen) necessary for operation and maintenance of the plant. The Village will need to acquire this equipment. Village staff is currently pricing this equipment which will cost approximately \$1500-\$2000. Savings from the Agreement (Account #5283) will be utilized to cover the cost of equipment.

ATTACHMENTS:

- Proposed draft Amended Agreement

VILLAGE OF SALADO, TEXAS

FIRST AMENDED AND RESTATED WASTEWATER OPERATION CONTRACT

THIS FIRST AMENDED AGREEMENT, made and entered into on the 18th day of February, 2016, by and between the Village of Salado, Texas, a Municipal Corporation, located in Bell County, Texas, acting by and through its duly authorized officers, hereinafter referred to as "Village", and Lawson Water & Wastewater Solutions, Inc. acting by and through its duly authorized officers, hereinafter referred to as "Contractor";

WHEREAS, Village is a Type A general-law municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized by state law including, but not limited to, Local Government Code Section 552.001 to operate a sewer system; and

WHEREAS, on or about May 29, 2015, Village and Contractor entered into an agreement, hereinafter referred to as "Original Agreement", under the terms of which, Contractor agreed to operate and maintain the Village's Wastewater System; and

WHEREAS, Village and Contractor desire to amend the Original Agreement to revise compensation to the Contractor and the scope of Contractor's services to include consultation services to the Village personnel operating the Wastewater System; and

WHEREAS, Village is sole owner of the wastewater system and is the Texas Commission on Environmental Quality ("TCEQ") permit holder of TPDES Permit No. WQ0010884001, hereinafter referred to as "Permit"; and

WHEREAS, Village and Contractor have agreed to the amended conditions under which Contractor shall perform consultation services for the term set out herein, beginning of the Effective Date, and for the compensation as hereinafter provided; and

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration, Village and Contractor herein covenant, and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 "Agreement" means this amended agreement and any exhibits attached to this agreement.
- 1.2 "City or Village" means the Village of Salado, Bell County, Texas
- 1.3 "Contractor" means Lawson Water & Wastewater Solutions, Inc.
- 1.4 "Operator's License" means the license and registration required to operate, maintain and/or supervise and manage the operation of the Wastewater System as categorized by the TCEQ.
- 1.5 "Wastewater System" means effluent monitoring and discharge equipment, wastewater treatment facilities, wastewater collection facilities, and related equipment and structures owned by the Village of Salado.

2. SCOPE OF SERVICES

- 2.1** The services under this Agreement shall consist of consultation services provided to Village personnel when operating the Wastewater System.

3. TERM AND EFFECTIVE DATE

- 3.1** The Term of this Agreement shall be two (2) years from the effective date or until a written notice of separation is received by either party within ninety (90) days of their intent to terminate this Agreement.
- 3.2** This Agreement shall be effective upon its approval by the Board of Alderman of the Village, and execution hereof by the Mayor and Contractor.

4. SERVICES PROVIDED

4.1 Wastewater Services

- a.** Contractor shall provide Village personnel operating the Wastewater System with consultation services, and maintain an Operator's License that is at least at or above the required license by the TCEQ to operate the Village's Wastewater System during the duration of this Agreement.
- b.** Contractor shall consult and advise Village personnel on technical and regulatory matters pertaining to the operation and maintenance of the Wastewater System, including reporting requirements, plan development, and budget and operating cost consultation.
- c.** Contractor shall provide consultation services to Village personnel at no charge for up to twelve (12) hours per month. Any consultation provided to the Village in excess of 12 hours per month shall be compensated in accordance with this Agreement.
- d.** Prior to beginning work hereunder, Contractor shall provide Village two (2) phone numbers that may be used to contact Contractor any day of the week and any time of day or night regarding the operation or maintenance of the Wastewater System.

4.2 Contractor's Employees

- a.** Contractor agrees to comply with all local, state, and federal laws, rules, and regulations in relation to its employees including, but not limited to, mandated and appropriate safety and security standards.
- b.** Nothing contained herein shall be construed as creating the relationship of employer and employee between the Village and the Contractor or the City and Contractor's employees. The Contractor and the Contractor's employees shall be deemed at all times to be an independent contractor(s).

4.3 Village shall:

- a.** Be responsible for all operations and maintenance activities of the Wastewater System.

- b. Mow and trim wastewater treatment plant site.
- c. Be responsible for TCEQ field citations if caused by failure of the Village to provide adequate funds for maintenance or equipment failures.
- d. Maintain in full force and effect all easements, permits, licenses, and other similar approvals granted to Village as owner of the Wastewater System.
- e. Designate an individual to act as a liaison with Contractor in connection with the performance of the services under this Agreement.
- f. Maintain in full force and effect the maximum allowable insurance for policies of property, general liability, and worker's compensation insurance pertaining to the Village Wastewater System. The maximum allowable insurance shall be determined by the Texas Municipal League.

5. PURCHASING

- 5.1** Village will make arrangements for and purchase all materials, supplies, utilities, chemicals, capital replacement costs, and outside vendor services (e.g. testing, hauling, equipment repairs contractor is unable to perform) needed to operate the Wastewater System, unless otherwise indicated in this Agreement.

6. COMPENSATION

- 6.1** For and in consideration of the wastewater consultation services provided to Village by Contractor, Village agrees to pay Contractor a rate of \$73.69 per hour for any work conducted by Contractor in excess of twelve (12) hours per month. Contractor shall provide monthly invoices to accounts receivable by the 15th of each month and invoices shall be paid by the Village by the last day of the month.
- a. There shall be a 5% increase to the contracted hourly rate per year, beginning October of each year of this Agreement.
 - b. There shall be a 10% administrative fee added to the following:
 - i. Any invoice 15 days past date of original invoice.

7. NON-PERFORMANCE

- 7.1** Contractor and Village agree that in the event Contractor fails to provide consultation services as required by this Agreement, Village may terminate this Agreement immediately and Contractor shall be paid for any outstanding invoices under this Agreement up to the date of termination.
- 7.2** Contractor and Village agree that in the event that Contractor or the Village fail to perform any requirement under this Agreement, the aggrieved Party shall give thirty (30) days written notice by certified mail, return receipt requested to the non-performing party. If the non-performing party fails to remedy the breach of the Agreement within thirty (30) days

after receipt of notice, the aggrieved Party may terminate the Agreement and avail itself to all other remedies available at law.

8. NOTICES

8.1 Any notice required by this Agreement must be in writing and may be given by:

- a. Depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section; and
- b. Delivering the same to the party to be notified. Notice given in accordance herewith shall be effective on the earlier of actual receipt or three (3) calendar days next following deposit thereof in accordance with the requirements of clause (a) above. For purposes of notice, the addresses of the parties hereto shall, until changed be as follows:

City: Village of Salado
Attention: Village Administrator
301 North Stagecoach Road
P.O. Box 219
Salado, Texas 76571
Phone: 254-947-5060
Fax: 254-947-5061

Contractor: Lawson Water & Wastewater Solutions, Inc.
Attention: Bill Lawson, Owner
2301 Lakeline Boulevard
Suite 800-122
Cedar Park, Texas 78613
Phone: 512-740-9878

- c. The parties hereto may from time to time change their respective addresses and/or phone/fax numbers for purposes of notice hereunder by giving a notice to such effect in accordance with the provisions of this Section.

d) Additional contacts for Contractor are:

Leland Thompson
2301 Lakeline Boulevard
Suite 800-122
Cedar Park, Texas 78613
Phone: 512-740-9878

9. MISCELLANEOUS

9.1 Assignment

- a. Except as set forth in this Article, this Agreement may not be assigned to a new company without prior written approval of Village, which shall not be unreasonably withheld. No assignment shall be approved if the assignor or assignee are indebted to Village for Ad Valorem Taxes or other obligations.

9.2 Binding Agreement. Subject to Sub-section 9.1(a) of this Section, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

9.3 Severability. If any portion of this Agreement is held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the remainder of it shall remain valid and binding as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9.4 Governing Law. This Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Texas, and shall be performable with venue in *Bell County, Texas*.

9.5 Amendments. This Agreement shall be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

9.6 Reservation of Rights. If any Party to this Agreement breaches this Agreement, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable federal laws or regulations. All rights of either Party under this Agreement are specifically reserved and any payment, reimbursement, act, or omission shall not impair or prejudice any remedy or right to said Party under it. The exercise of, or failure to exercise any right or remedy in this Agreement or in accordance with law upon the other Party's breach of the terms, covenants, and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under the law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.7 Dispute Resolution. When mediation is acceptable to all parties in resolving a dispute arising under this Agreement as a condition precedent to filing any lawsuit, the parties agree to mediate said dispute with the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE Section 154.023. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE Section 154.073, unless all parties agree in writing to waive said confidentiality.

- 9.8 INDEMNIFICATION.** TO THE EXTENT PERMITTED BY LAW, THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS, EXPENSES, INCLUDING ATTORNEY’S FEES, OR OTHER LIABILITY FOR PERSONAL INJURY, DEATH, OR DAMAGE TO ANY PERSON OR PROPERTY, WHICH ARISES FROM OR IS IN ANY MANNER CONNECTED TO OR CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR’S OPERATION OF THE WASTEWATER SYSTEM. THIS INDEMNIFICATION PROVISION, HOWEVER, SHALL NOT APPLY TO ANY CLAIMS, SUITS, DAMAGES, COSTS, LOSSES, OR EXPENSE ARISING SOLELY FROM THE NEGLIGENT OR WILLFUL ACTS OF THE CITY, PROVIDED THAT, FOR THE PURPOSES OF THE FOREGOING, THE CITY’S ACT OF ENTERING INTO THIS AGREEMENT SHALL NOT BE DEEMED TO BE A "NEGLIGENT OR WILLFUL ACT".
- 9.9 Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto.
- 9.10 Force Majeure.** Neither Party shall be financially liable to the other Party for delays in performance or failures to perform under this Agreement caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days (or as soon as feasible within the limitations imposed by the circumstances giving rise to the implementation of this Article Section 12, “Force Majeure”) or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Contractor agrees that breach of this provision entitles City to reduce or halt rebate of funds under this Agreement or immediately terminate this Agreement pursuant to applicable Agreement provisions.
- 9.11 Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement.
- 9.12 Counterpart Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Agreement.
- 9.13 Representations & Warranties by Contractor.** Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of the corporation has been duly authorized to act for and bind Corporation.

This Agreement shall be effective upon the last to execute below.

Lawson Water & Wastewater Solutions, Inc.

By: _____ **date:** _____

Bill Lawson, Owner

VILLAGE OF SALADO

By: _____ **date:** _____

Skip Blancett, Mayor

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF BELL §

BEFORE ME, the affiant authority, this day appeared _____, who after being duly sworn, stated upon oath that the foregoing was true and correct. Sworn to before me this _____ day of _____, 2016.

Signature of Notary Public

[SEAL] _____

Printed Name of Notary Public

Commission Expires

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF BELL §

BEFORE ME, the affiant authority, this day appeared _____, who after being duly sworn, stated upon oath that the foregoing was true and correct. Sworn to before me this _____ day of _____, 2016.

Signature of Notary Public

[SEAL] _____

Printed Name of Notary Public

Commission Expires

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

2/18/16
Item #4d
Consent Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Consider a first amendment to an Interlocal Contract between Dallas County Schools d/b/a Texserve and the Village of Salado to Enforce and Administer the School Bus Safety/Stop Arm Enforcement Program effective January 4, 2016, increasing the Village share of monies collected from 12.5 % to 20 %.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: On May, 7, 2015, the Village approved Ordinance 2015.06 creating a civil offense for a school bus stop arm violation involving a camera enforced school bus. On April 23, 2015, the Village approved an Interlocal contact with Dallas County Schools d/b/a Texserve through which the Village would be paid an amount equal to twelve and one-half (12.5 %) percent of all monies collected for paid violations of the Ordinance, exclusive of any such collection charge. Effective January 4, 2016, Texserve increased the compensation to the Village to 20 %. This first amendment to the contract reflects that change.

FISCAL IMPACT: Increased revenues from violation collections.

ATTACHMENTS:

- First amendment to Interlocal contract

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
THE VILLAGE OF SALADO AND DALLAS COUNTY SCHOOLS D/B/A TEXSERVE
TO ENFORCE AND ADMINISTER THE
AUTOMATED SCHOOL BUS SAFETY / STOP ARM
ENFORCEMENT PROGRAM**

WHEREAS, the Village of Salado, Texas (the “Village”) passed and approved Ordinance 2015.06, creating a criminal offense for a school bus stop arm violation involving a camera-enforced school bus; and

WHEREAS, Dallas County Schools (“DCS”) d/b/a Texserve and the Village of Salado entered into an Interlocal Agreement between the Village of Salado and DCS d/b/a Texserve to enforce and administer the School Bus Safety / Stop Arm Enforcement Program effective April 23, 2015 (the “Agreement”); and

WHEREAS, DCS d/b/a Texserve and the District desire to amend the Agreement to increase the revenue to the Village;

NOW, THEREFORE, for the mutual consideration stated herein, DCS d/b/a Texserve and the District agree to amend Section 5 of the Agreement as follows:

1. REVENUE TO VILLAGE. Paragraph 5.A of the Agreement shall be replaced with the following language:

In compensation for the services provided under this Agreement, the Village shall be paid an amount equal to twenty percent (20%) of all monies collected for paid violations of the Ordinance, exclusive of any such collection charge.

2. OTHER TERMS. All other terms of the Agreement are fully incorporated herein, and shall remain in effect, except as expressly amended herein.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to the Interlocal Agreement Between the Village of Salado and DCS d/b/a Texserve to Enforce and Administer the School Bus Safety / Stop Arm Enforcement Program effective the 4th day of January, 2016.

DCS d/b/a Texserve

Rick D. Sorrells, Ed. D., Superintendent

Date: _____

THE VILLAGE OF SALADO, TEXAS

Skip Blancett, Mayor

Date: _____

ATTEST:

Mary Ann Ray, Village Secretary

BOARD OF ALDERMEN MEETING

AGENDA ITEM MEMORANDUM

2/18/16
Item # 5
Regular Agenda
Page 1 of 3

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

ITEM DESCRIPTION: Presentation, discussion, and possible action on an ordinance creating PDD No. 2, authorizing zoning of 57.985 +/- acres to PDD-C (Planned Development District Commercial), generally located at the southeast corner of FM 2268 and I-35 frontage road (Area C).

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission recommended to approve the request for zoning of Area C to PDD-C (unanimously 3-0).

STAFF RECOMMENDATION: Based on the following, staff recommends approval the zoning for the following reasons:

1. The proposed zoning is in substantial compliance with the Future Land Use Plan (FLUP).
2. The proposed zoning is compatible with surrounding zoning and uses.
3. The request complies with the Thoroughfare Plan.
4. The request complies with the Future Trails System Plan
5. Public facilities are anticipated to be available to serve the subject property.

ITEM SUMMARY AND ANALYSIS: This item was placed on the agenda for consideration by Aldermen McDougal and Coachman. The proposed zoning district for Area C is PDD-C. Proposed/potential uses for this area are listed in the ordinance exhibit.

SURROUNDING PROPERTY AND USES: The following tables provide the direction from the property, Future Land Use Plan (FLUP) designation, existing zoning, and approximate current land uses.

Area C

<u>Direction</u>	<u>FLUP</u>	<u>Current Zoning</u>	<u>Current Land Use</u>
Site	Commercial, Office, Business Park	Outside city	SFR, Undeveloped
North	Commercial/Retail, public/Church	SFR-7, Outside city	Residential, vacant
South	Low-Density Residential, Office	Outside city	Undeveloped, comer.
East	Low-Density Residential	Outside city	Undeveloped
West	Commercial/Retail	Outside city	Commercial, I-35

COMPREHENSIVE PLAN COMPLIANCE: The proposed zoning relates to the following goals, objectives, or maps of the Comprehensive Plan and Future Trails System:

<u>Document</u>	<u>Policy, Goal, Objective, or Map</u>	<u>Compliance?</u>
CP	Map 3-1, Future Land Use Plan (FLUP)	Yes
CP	Map 4-1. Transportation Plan	Yes
FTS	Map 5-2, Future Trails System	Yes

Future Land Use Plan: Area C is proposed for Planned Development Commercial District. The FLUP calls for Commercial, Office, and Business Park development. The proposed zoning is compliant with the FLUP.

Transportation Plan: Area C is to be served primarily two arterial roads which include I-35 and FM 2268. A north/south thoroughfare (collector) is planned just to the east of the property, but no collector or arterial roadways are planned in this area. Because of the requested dense commercial zoning, an east-west artery should be considered at the platting stage of Area C.

Future Trails System: There are no trails depicted in this area in the Future Trails Plan.

Other Public Facilities: The Salado Water Supply Corporation has provided a water availability letter for this development. Wastewater will be available upon completion of the Wastewater Treatment Plant, Royal Street line, and associated lateral lines.

DEVELOPMENT REGULATIONS: Design Guidelines, including but not limited to architectural, site and landscape design, will be approved separately by the Board of Aldermen at a future date. In accordance with Section 3.16 of the Village of Salado Zoning Ordinance, Site Plans will be submitted for review and approval by the Village for non-residential and multi-family developments. In addition, the project will be developed in accordance with the approved Concept Plan. Finally, please see the exhibits for a Listing of Allowed Uses and Density Units Table contained in the ordinance.

Note: Provisions in PDD #2 control, however if a provision is not specifically addressed, the Village of Salado Zoning Ordinance controls. Anticipated square footage by general use category are specified in the ordinance.

The ordinance allows for continuation of existing commercial uses of indoor/outdoor event center and retail store.

PUBLIC NOTICE: Notice of public hearings and request for feedback were sent to all property owners within 200 feet of the subject property as required by state law and Village ordinance. As 5:00 p.m. February 11, 2016 the following feedback forms were received:

Area C:

- 15 notices mailed
- 1 Denial responses received (3 of which are outside of the Village)
- 0 Approval responses received

Due to the Planning and Zoning Commission recommendation to approve, a simple majority affirmative vote will be required.

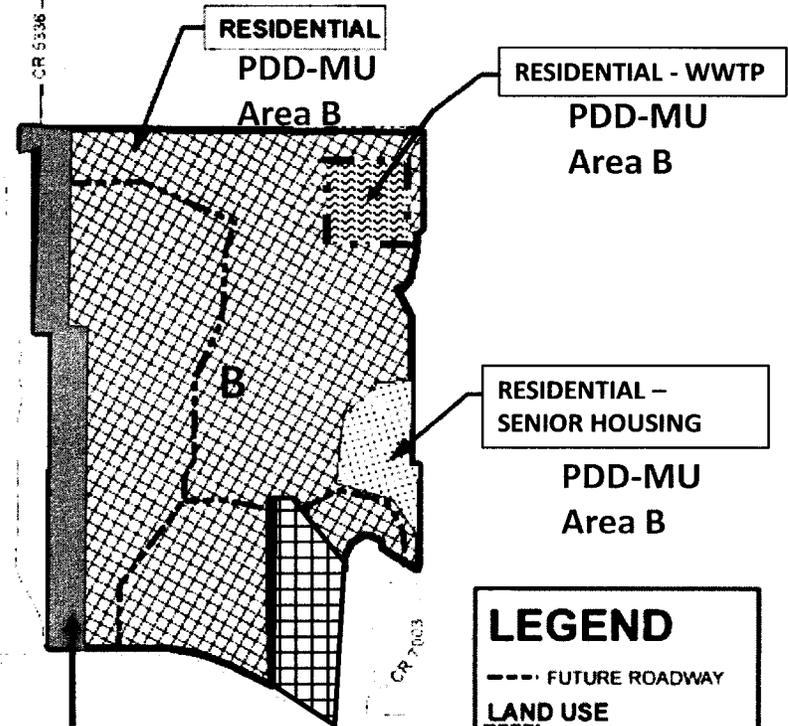
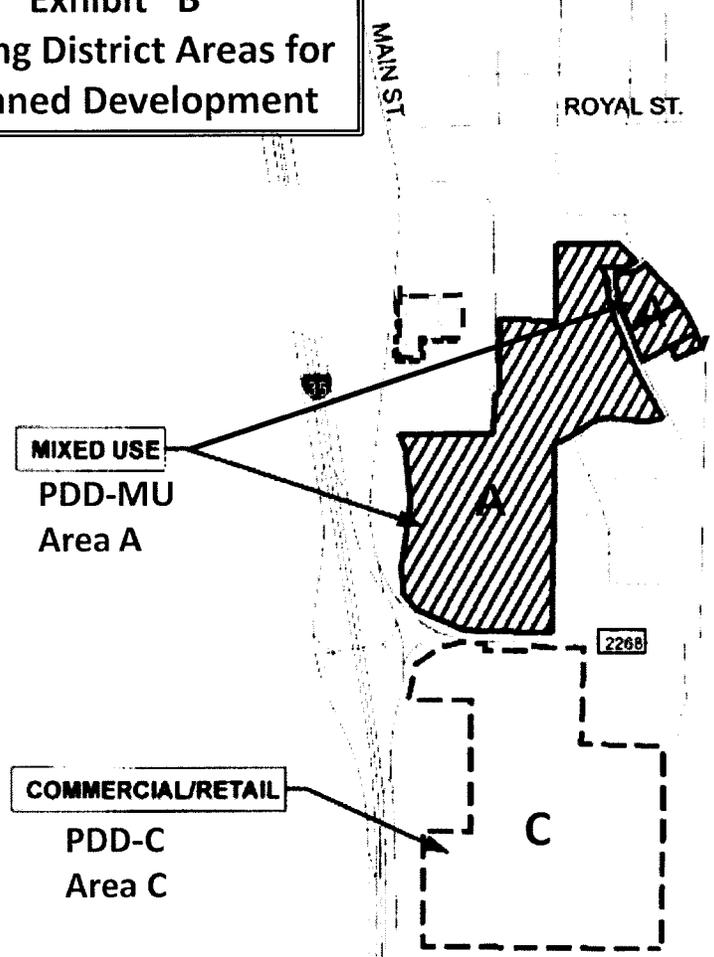
The Salado Village Voice printed notice of the public hearing on December 24, 2015, in compliance with state law and Village ordinance. A public hearing was held by the Planning and Zoning Commission on January 12, 2016, and the BOA held a public hearing on January 21, 2016. On February 11, the Board of Aldermen discussed the zoning, but took no action at that time.

FISCAL IMPACT: Not calculated.

ATTACHMENTS:

- Maps (2) of Proposed Zoning District Area for PDD No. 2
- PDD No. 2 Zoning Ordinance

Exhibit "B"
**Zoning District Areas for
 Planned Development**



LEGEND

--- FUTURE ROADWAY

LAND USE

[Dashed Box] HISTORIC

[Hatched Box] COMMERCIAL/RETAIL

[Diagonal Lines Box] MIXED USE

[Cross-hatch Box] RESIDENTIAL

[Dotted Box] SENIOR HOUSING

[Wavy Lines Box] WWTP

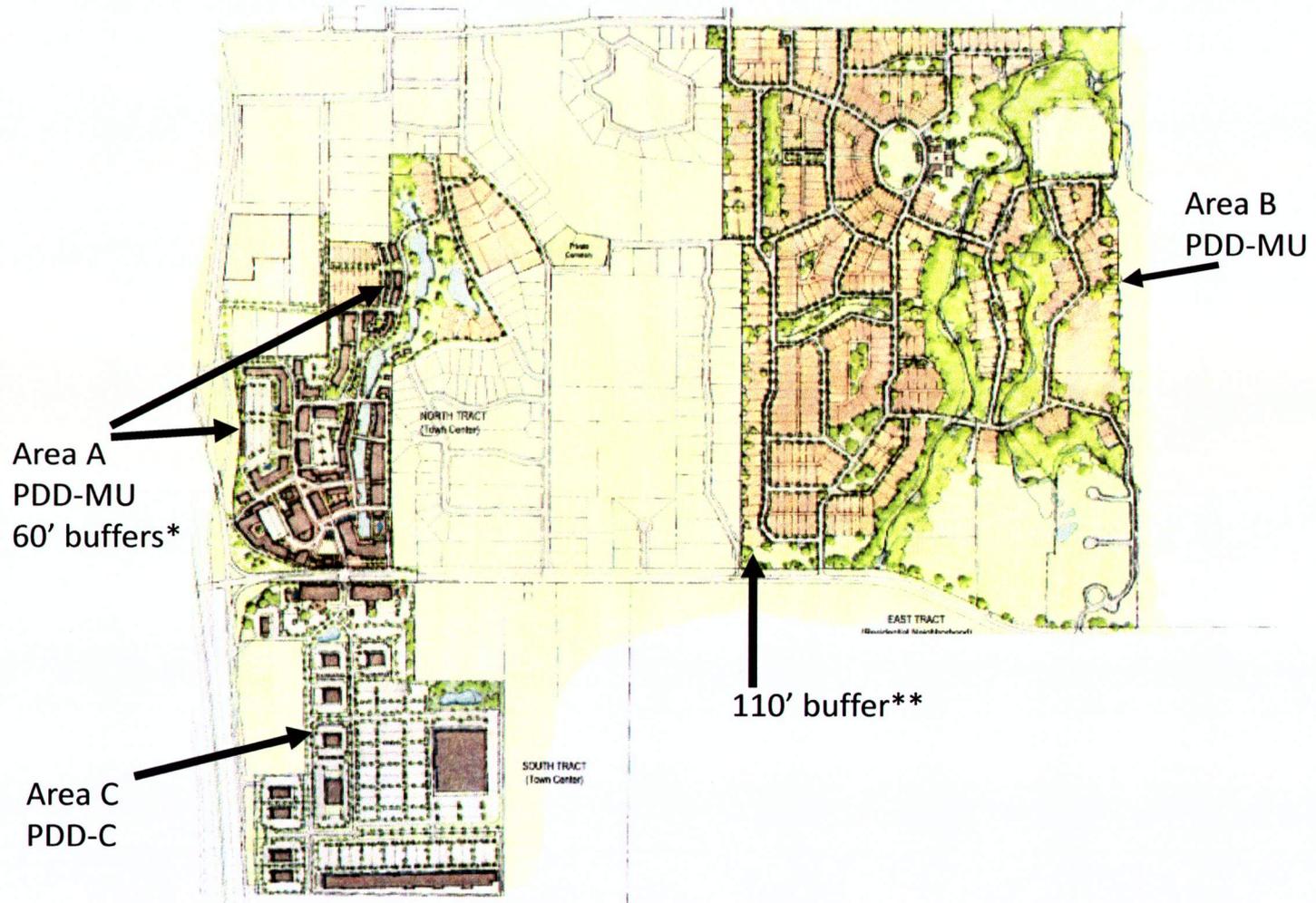
[Solid Grey Box] SINGLE FAMILY DETACHED

NOTE: BOUNDARY/PROPERTY LINES ARE APPROXIMATE

Exhibit "C" Sanctuary Concept Plan

*A buffer, 60' in depth, will be provided in **Area A** (PD-MU) between any new commercial buildings and/or structures that abut a single-family detached home that was existing as of November 25, 2015. Such buffer shall consist of an opaque fence, and/or continuous trees, and/or comparable landscape and hardscape materials that provide a full screen between uses.

A buffer, 110' in depth, will be provided in **Area B (PD-MU) between the eastern property line of residential lots fronting Salado Oaks Drive and the proposed development. All development in buffer is Single Family Detached only.



**Ordinance No. 2016.04
Village of Salado
County of Bell
State of Texas
February 18, 2016**

PLANNED DEVELOPMENT DISTRICT NO. 2

AN ORDINANCE ENACTED IN COMPLIANCE WITH ORDINANCE NO. 2013.08.14, AS AMENDED, OF SALADO; CREATING PLANNED DEVELOPMENT DISTRICT NUMBER TWO, WHICH SHALL ENCOMPASS THE BOUNDARY OF THE PROPERTY, ADOPTING DEVELOPMENT STANDARDS; ADOPTING A CONCEPT PLAN, AND FURTHER ESTABLISH REGULATIONS FOR THE DEVELOPMENT AND CONSTRUCTION OF A MASTER-PLANNED COMMUNITY; INCLUDING THE INCORPORATION OF RESTRICTIVE COVENANTS; AND PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Aldermen of the Village of Salado (“Board of Aldermen”) seeks to protect the health, safety, and welfare of those living, working, and visiting the Village of Salado (“Village”); and

WHEREAS, the Board of Aldermen finds that the public benefit from rules and regulations that are crafted specifically to govern particular tracts for particular projects through the enactment of Planned Development Districts, as allowed by Section 3.16 of the Village of Salado Zoning Ordinance No. 2013.08.14, as amended, that address (a) the superior design of lots or buildings; (b) increased recreation and/or open space opportunities; (c) protection or preservation of natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, viewsapes, and wildlife habitats; (d) an appropriate balance between the intensity of the development and the ability to provide adequate supporting public facilities and services; and

WHEREAS, the Planned Development District (“PD District”) is a district that accommodates planned associations of uses developed as an integrated whole featuring an appropriate combination of uses which may be planned, developed, or operated as integral land use units; and

WHEREAS, absent a zoning classification regulating the particular land use as defined in this Ordinance, a PD District may be used to permit new, complex or innovative concepts in land utilization not accommodated by existing zoning districts in the Village of Salado Zoning Ordinance No. 2013.08.14; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the Village has general authority to adopt an ordinance or police regulation that is for good government, peace, or order of the Village and is necessary or proper for carrying out a power granted by law to the Village; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the Village has broad zoning authority; and

WHEREAS, the Board of Aldermen finds that it is necessary and proper for good government, peace, or order of the Village of Salado to adopt an ordinance regulating land use and development through Planned Development Districts; and

WHEREAS, the Owners of approximately 57.985 acres (Area C) of land in Bell County, Texas, more particularly described in Exhibit "A" and shown on the attached *Exhibit "B"* (collectively referred to as the "*Land*"), have requested that the Property be zoned to PD-C (Planned Development Commercial), Planned Development District No. 2 ("PDD No. 2") with rights associated herein; and

WHEREAS, the Board of Aldermen finds that the use of a PD District at this location and for this particular Project allows for the reasonable and prudent use of land because the Developer is complying with requirements not yet set forth by ordinance; and

WHEREAS, the Board of Aldermen finds that the Planned Development District Ordinance affixed to this Ordinance as *Attachment "A"*, and incorporated herein for all purposes, is beneficial to the Village, preserves characteristics consistent with the Comprehensive Plan, and is in the best interests of the citizens; and

WHEREAS, the Planning and Zoning Commission recommended approval of the requested PDD-C zoning of Area C with a unanimous 3-0 vote; and

WHEREAS, in such a manner as required by law, the Village, by and through the Board of Aldermen's legislative authority, held a public hearing on the proposal to initially zone the Property PDD-C; and

WHEREAS, the Board of Aldermen deems it appropriate to grant the Property such proposed zoning to PDD-C by creating PDD Ordinance No. 2.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of Salado:

1. FINDINGS OF FACT

The Board of Aldermen finds that the facts and matters in the foregoing recitals are true and correct; and, are hereby incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

- A. Ordinance.** This Ordinance is hereby established so to read in accordance with *Attachment "A,"* which is attached hereto and incorporated into PDD Ordinance No. 2 for all intents and purposes.
- B. Zoning Map.** The official zoning map of the Village is hereby amended to reflect the zoning designations established in *Attachment "A"* of PDD No. 2.
- C. Development Plan.** This Ordinance, together with the Attachments and related exhibits, constitutes the development plan for the Property created by this Ordinance. All land use and development standards within PDD No. 2 for the Property must conform to the limitations and conditions set forth in the Code of Ordinances, this Ordinance, and its Attachments and related exhibits. Enactment of this Ordinance shall constitute the Board of Aldermen's approval of the development plan.
- D. PD Concept Plan.** The PD Concept Plan, attached to *Attachment "A" as Exhibit "C"* is hereby approved in compliance with Section 3.16 Planned Development District.
- E. Conflicting Provisions.** The provisions of PDD No. 2 shall govern the development of the Land. In case of a conflict between the provisions of PDD No. 2 and the Village's Zoning Ordinance, 2013.08.14, as amended, the provisions of PDD No. 2 shall control. If not specifically addressed in PDD No. 2, the Village's Zoning Ordinance, 2013.08.14, as amended, shall control.
- F. Attachments and Exhibits.** The following Attachments and their related exhibits are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:
- Attachment "A" – Planned Development District
- | | |
|-----------|--|
| Exhibit A | Description of Land – Metes and Bounds |
| Exhibit B | Map of Area Zoned (Area C) |
| Exhibit C | PD Concept Plan |
| Exhibit D | Listing of Allowed Uses |
| Exhibit E | Density Units Table |

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. PENALTY

Any person, firm, or corporation, who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance or the Village of Salado's Zoning Ordinance, 2013.08.14, as amended shall be deemed guilty of a misdemeanor, and upon conviction fined not more than Two Thousand Dollars (\$2,000.00) for each offense.

Each day that a violation exists shall constitute a separate offense. The penal provisions shall not preclude the Village of Salado from filing suit to enjoin violations of this ordinance. The Village of Salado retains all legal rights and remedies available to it pursuant to local, state and federal law.

5. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

6. CODIFICATION

The Village Secretary is hereby directed to record and publish the attached rules, regulations and policies in the Village's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

7. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

8. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the _____ day of _____, 2016
by a vote of _____ (*ayes*) to _____ (*nays*) to _____ (*abstentions*)
of the **Board of Aldermen of the Village of Salado.**

VILLAGE OF SALADO:

Skip Blancett, Mayor

ATTEST:

Mary Ann Ray, Village Secretary

Attachment “A”

Village of Salado

PLANNED DEVELOPMENT DISTRICT NO. 2

ARTICLE 1. ENACTMENT PROVISIONS

1.1. Popular Name.

This Article shall be commonly cited as the “PDD No. 2 Ordinance.”

1.2. Purpose.

The enactment of this Article memorializes the Board of Aldermen’s legislative approval of the Planned Development District Ordinance. This Chapter also creates the zoning classification “Planned Development District No. Two (PDD No. 2).”

1.3. Scope.

This Article applies to the Land described in Exhibit “A”.

ARTICLE 2. DEFINITIONS

2.1. General.

Words and phrases used in this Chapter shall have the meanings set forth in this section. Terms that are not defined below but are defined elsewhere in the Code of Ordinances shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

2.2. Specific.

Village: the Village of Salado, an incorporated municipality located in Bell County, Texas (“Village”).

Developer: Sanctuary Development Company, a Texas limited liability company, incorporated under the laws of the State of Texas.

Property: Approximately 57.985 acres located within the Village Limits of Salado, in Bell County, Texas, commonly known as Sanctuary and more fully described in *Exhibit “A”* of *Attachment “A”* and incorporated into this agreement for all purposes.

ARTICLE 3. APPROVAL

- 3.1. **PDD No. 2 Approved.** PDD No. 2 is hereby fully approved by the Board of Aldermen, by and through its body's legislative authority.
- 3.2. **Execution of PDD No. 2.** The Board of Aldermen hereby authorizes the Mayor to execute PDD No. 2 on behalf of the Village.
- 3.3. **Recordation.** The Board of Aldermen hereby instructs the Village Secretary to publish PDD No. 2 in and among the official records of the Village, and cause PDD No. 2 to be filed in and among the official public records of Bell County.

ARTICLE 4. REGULATIONS

- 4.1. **Boundary.** The boundary of PDD No. 2 shall be defined as Area "C" in *Exhibit "B"* of *Attachment "A"*.
- 4.2. **Zoning.** The Property is hereby designated "PDD No. 2" with base district of "C" (Commercial) and shall be developed in accordance with the PD Concept Plan. Base zoning districts and allowed uses are included as *Exhibit "D"*. Matters not specifically addressed in this Ordinance shall be regulated by applicable sections of the Village's Code of Ordinances. If there is a conflict between PDD No. 2 and the regulations of the Zoning Ordinance, PDD No. 2 shall supersede the specific conflicting provisions of the Zoning Ordinance. All matters not specifically addressed in PDD No. 2 shall be regulated by applicable sections of the Village's Code of Ordinances.
- 4.3. **PD District Concept Plan.** The Property shall be developed in accordance with the PD District Concept Plan, as approved by the Village.
- 4.4. **PD District Site Plan:** Prior to beginning any development on a building site for non-residential or multiple-family development, a detailed Site Plan shall be submitted to the Village for review and action in compliance with Section 3.16 Planned Development District and Section 2.6 Concept Plan and Site Plan Review Processes of the Zoning Ordinance. No construction shall commence prior to approval of the detailed Site Plan.
- 4.5. **Design Standards.** Architectural, site, and landscape design shall be in conformance with Design Standards to be approved by the Board of Aldermen. Restrictive covenants, if any, or Property Owner Association requirements, if any must be in conformance with the Design Standards approved by the Board of Aldermen.
- 4.6. **Architectural Review Board.** The Developer shall establish an Architectural Review Board with at least one member being a registered architect and one member being a registered landscape architect to review and approve all site, architectural, and landscape plans in compliance with the Design Standards referenced in Section 4.5.

4.7. Density Transfer/Use Exchanges. Density transfers are allowed as follows:

- a. Density may be transferred between the phases proposed for the Project by up to twenty percent (20%) of the then-approved density as shown in the Concept Plan for the receiving phase, if sufficient sewer capacity is available or if an owner agrees to any sewer upgrades necessary to accommodate the density changes. Such transfers shall be a Minor Amendment.
- b. Transfers exceeding twenty percent (20%) of the then-approved density in the receiving phase shall require a Major Amendment to the Conceptual Master Plan for the affected phases.
- c. An Owner shall be responsible for tracking density transfers at the time of filing a Preliminary Plat by such Owner. Each such Owner shall provide the Village with an updated Conceptual Master Plan each time a density transfer is approved. The Owners may exchange residential uses for non-residential uses, and vice versa, using density unit equivalents (“*DU*”) as the density conversion factor in accordance with the Density Units Table attached hereto as Exhibit “E”.
- d. If such exchanges do not increase the Project’s overall density by more than 20% based on DUs and the resulting land uses are allowed in the Land Use Chart, the Village Administrator shall approve such an exchange administratively as a Minor Amendment. If the exchange increases density by more than 20% or otherwise changes any conditions or assumptions beyond what is otherwise allowed in this Agreement, the City may treat such exchanges as a Major Amendment and process the proposed change accordingly.
- e. Each owner seeking an amendment shall provide the Village with an updated Conceptual Master Plan with its application for a Major or Minor Amendment.
- f. Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, each Owner may make Major Amendments or Minor Amendments to the Conceptual Master Plan as applied to such Owner’s Tract upon notification to the Village Administrator. Major Amendments to the Conceptual Master Plan shall require approval of the Village Board of Aldermen, which approval will not be unreasonably withheld, conditioned, or delayed. Minor Amendments to the Conceptual Master Plan may be administratively approved by the Village Administrator or representative designated by the Board of Aldermen. Such Owner shall provide the Village with an updated Conceptual Master Plan with its application for a Major Amendment or Minor Amendment.
- g. **DEVELOPER NEEDS TO GIVE BREAKDOWN FOR EACH AREA**
The land uses established in the PD Concept Plan, along with the maximum square footage, rooms or units associated with each land use, are set forth

below:

General Use Categories:

Commercial (e.g. office, retail, restaurants, etc)	515,000 HSF
Entertainment Venue (performing arts)	40,000 HSF
Lodging	355 rooms
Multi-Family (multi-story, including senior housing, rental)	575 units
Multi-Family (for sale, including condos, townhomes, duplexes)	130 units
Single Family (for sale)	364 units
Parking Garage(s)	500 spaces

Ancillary service buildings, kiosks, band shell, entry monument structures, pools, fountains, artwork, mechanical equipment storage, maintenance buildings, wastewater treatment plant.

4.8. Continuation of Commercial Uses. Portions of Area “C” are currently used for commercial purposes and operated under lease agreement with Wildfire Ranch as an indoor and outdoor event center and retail store. These uses shall be permitted to continue until such time as the tracts are redeveloped.

4.9. Parks and Recreation and Open Space. In recognition of the character of the Project as a master-planned community and in acknowledgement of the substantial private parkland, recreational areas, greenbelts, trails, and recreational facilities that will be provided by the Owners, the Village agrees that no public parkland dedication or fees in lieu of dedication will be required from any Owner. On an overall Project basis, the Owners shall provide an amount of private parkland, recreational areas, greenbelts, trails, and recreational facilities that is equal to or in excess of the amount currently shown in the Conceptual Master Plan. An Owner shall have the right to modify the location and configuration of the of the private parkland, recreational areas, greenbelts, trails, and recreational facilities on such Owner’s Tract as shown on the Conceptual Master Plan as a Minor Amendment provided that the total amount of private parkland, recreational areas, greenbelts, trails, and recreational facilities currently shown on the Conceptual Master Plan is maintained. The applicable Owners, or a property owners’ association established by the Applicable Owners (including but not limited to the Master Association), shall be obligated to construct, operate and maintain such parkland, recreational areas, greenbelts, trails, and recreational facilities.

- a. Trail System. In recognition of the Owners’ plans to provide and maintain an extensive trail network throughout the Project, no other public trail easements or improvements shall be required. Each Owner will establish reasonable behavioral policies and available times for all Village residents to use the Project’s trail system.
- b. Open Space. Open space shall be owned and maintained by each Owner as applicable, the Master Association, a qualified land trust or a governmental entity.
- c. Master Association. The Master Association may own, operate and maintain all privately owned parks, greenbelts, trails and park improvements constructed by any Owner within the Project.

4.10 Transportation. Streets shall conform to the Village of Salado’s Transportation Plan and the following:

- a. Off-site streets or private roadways that connect to the Land shall conform to the Village of Salado’s Code of Ordinances.
- b. Off-site residential streets or private roadways that connect to the Land shall be constructed with traffic calming devices.
- c. Off-site street improvements to Village Streets or private streets that are peripheral to the Property shall be constructed in accordance with design standards and construction plans approved by the Village Board of Aldermen.
- d. New, off-site Village Streets or private streets that are peripheral to the Property shall be constructed in accordance with design standards and construction plans approved by the Village Board of Aldermen.

ARTICLE 5. ENFORCEMENT

5.1. Civil & Criminal Penalties

The Village shall have the power to administer and enforce the provisions of this Article as may be required by governing law. Any person violating any provision of this Article is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Article is hereby declared to be a nuisance.

5.2. Criminal Prosecution

Any person violating any provision of this Article shall, upon conviction, be fined a sum not exceeding Two Thousand dollars (\$2,000.00). Each day that a provision of this Chapter is violated shall constitute a separate offense. An offense under this Article is a misdemeanor.

5.3. Civil Remedies

Nothing in this Article shall be construed as a waiver of the Village’s right to bring a civil action to enforce the provisions of this Chapter and to seek remedies as allowed by law, including, but not limited to the following:

- a. **Injunctive relief** to prevent specific conduct that violates the Article or to require specific conduct that is necessary for compliance with the Chapter; and
- b. **A civil penalty** up to Five Hundred dollars (\$500) a day to be assessed for violations of this Article, in addition to other available relief.
- c. **Stop Work Order.** In the event work is not being performed in accordance with this Chapter, the Village shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.
- d. **Withhold Authorizations.** Among other civil remedies, the Village may withhold related development approvals to ensure compliance with this Article.

Exhibit "A"
Description of Land – Metes and Bounds

17 Pages Attached Hereto

Exhibit "B"
Map of Area Zoned (Area C)

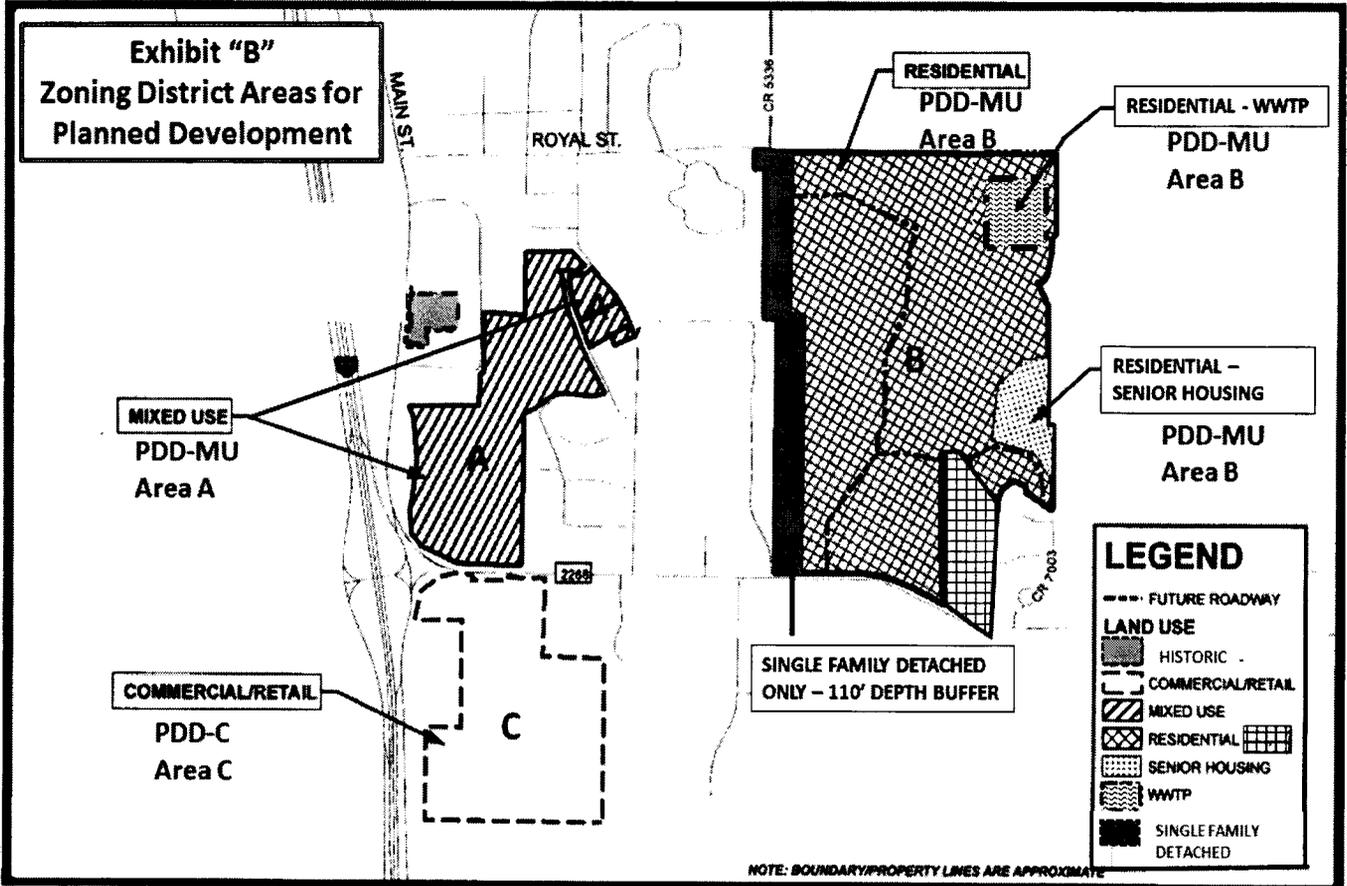
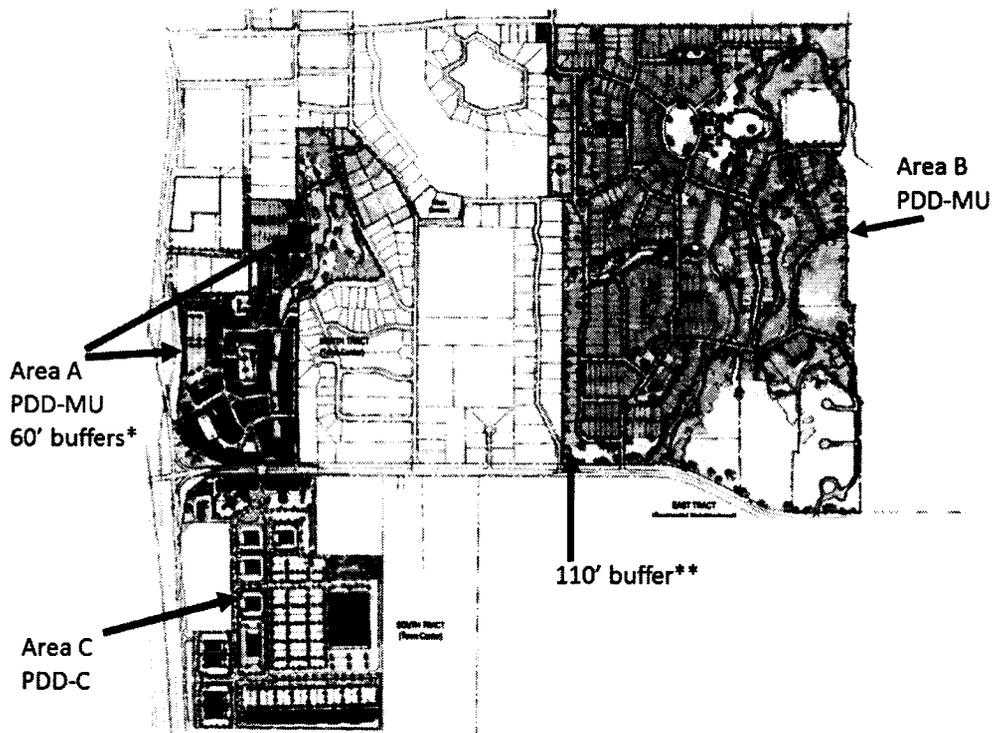


Exhibit "C"

Exhibit "C"
Sanctuary
Concept Plan

*A buffer, 60' in depth, will be provided in **Area A** (PD-MU) between any new commercial buildings and/or structures that abut a single-family detached home that was existing as of November 25, 2015. Such buffer shall consist of an opaque fence, and/or continuous trees, and/or comparable landscape and hardscape materials that provide a full screen between uses.

A buffer, 110' in depth, will be provided in **Area B (PD-MU) between the eastern property line of residential lots fronting Salado Oaks Drive and the proposed development. All development in buffer is Single Family Detached only.



PD Concept Plan

Exhibit "D"
Listing of Allowed Uses

Area C: Planned Development Commercial (PD-C) - Permitted Uses

AGRICULTURE	
Bulk Grain and/or Feed Storage	P
Farms, General (Crops)	C
Farms, General (Livestock/Ranch)	C
Greenhouse (Non-Retail/Hobby)	P
Livestock Sales	P
Orchard/Crop Propagation	C
Plant Nursery (Grown for Commercial Purposes)	P
Stable, Commercial	P
RESIDENTIAL	
Accessory Building/Structure (Residential)	P
Accessory Building/Structure (Non-Residential)	P
Accessory Dwelling	P
Caretaker's/Guard's Residence	C
Community Home	P
Duplex / Two Family <i>{See Zoning Ordinance – Defined under Two-Family Dwelling}</i>	P
Living Quarters On-Site With A Business	P
Residential Loft	P
Rooming / Boarding House <i>{See Zoning Ordinance – Defined Under Boarding or Rooming House}</i>	P
Four Family (Quadraplex)	P
Single Family Dwelling, Detached	P
Three Family (Triplex)	C
OFFICE	
Armed Services Recruiting Center	P
Check Cashing Service	C
Credit Agency	P
Insurance Agency Offices	P
Offices (Brokerage Services)	P
Offices (Health Services)	P

P=Permitted, C=Conditional

OFFICE cont.	
Offices (Legal Services)	P
Offices (Medical Office)	P
Offices, Professional and General Business	P
Offices (Parole-Probation)	P
Real Estate Offices	P
Telemarketing Center	P
Bank	P
Savings and Loan	P
Security Monitoring Company (No Outside Storage)	P
PERSONAL & BUSINESS SERVICES	
Appliance Repair	P
Artist Studio	P
Ambulance Service (Private)	P
Automobile Driving School	P
Automatic Teller Machines (ATM's)	P
Barber Shop (Non-College)	P
Beauty Shop (Non-College)	P
Bed & Breakfast Inn or Facility(s)	P
Communication Equipment (Installation and/or Repair – No outdoor sales or storage)	P
Computer Sales	P
Cooking School	P
Credit Unions	P
Dance/Drama/Music Schools (Performing Arts)	P
Extended Stay Hotels/Motels	P
Exterminator Service (No outdoor sales or storage)	P
Financial Services (Advice/Invest)	P
Funeral Home or Mortuary	P
Motel or Hotel	P
Martial Arts School	P
Kiosk (Providing A Service)	P
Laundry/Dry Cleaning (Drop Off/Pick Up)	P
Locksmith	P
Mini-Warehouse/Self Storage	P

P=Permitted, C=Conditional

PERSONAL & BUSINESS SERVICES cont.	
Photo Studio	P
Photocopying/Duplicating	P
Security Quarters as Associated with a Business (Live-In)	C
Skin Care Clinics	P
Shoe Repair	P
Studio for Radio or Television	P
Tailor Shop	P
Tool and Machinery Rental (Indoor Storage)	P
Tool and Machinery Rental (Outdoor Storage)	P
Travel Agency	P
RETAIL	
All-Terrain Vehicle Dealer / Sales Only	P
Antique Shop	P
Art Dealer/Gallery	P
Auction Business (Indoor only)	P
Auto Sales (New and Used)	P
Auto Supply Store for New & Rebuilt Parts	P
Bakery or Confectionary (Retail)	P
Beer and Wine and Package Stores and Mixed Beverage Sales (<i>Refer to Ordinance # 2008.09</i>)	P
Bike Sales and/or Repair	P
Book Store	P
Building Material Sales	P
Cabinet Shop (Manufacturing)	P
Cafeteria	P
Consignment Shop	P
Convenience Store (With Gas Sales)	P
Convenience Store (Without Gas Sales)	P
Department Store	P
Drapery, Blind, Furniture Upholstery Shop	P
Firearms (in-store and special order)	P
Florist Shop	P
Food or Grocery Store	P
Furniture Store, New and Used (Indoor)	P

P=Permitted, C=Conditional

RETAIL con't	
Garden Shop (Inside Storage)	P
Gravestone/Tombstone Sales	P
Artisans Shop	P
Hardware Store	P
Home Improvement Center	P
Lawnmower Sales and/or Repair	P
Major Appliance Sales (Indoor)	P
Market (Public)	P
Motorcycle Dealer (New and/or Repair)	P
Personal Watercraft Sales (New and/or Repair)	P
Needlework Shop	P
Pet Shop/Supplies	P
Pharmacy	P
Plant Nursery (Retail Sales Outdoors)	P
Recycling Kiosk	C
Restaurant (With No Drive-Through Service)	P
Restaurant (With Drive-In Service)	P
Restaurant (With Drive-Through Service)	P
Restaurant (Mobil Food Unit/Vendor)	P
Restaurant (With Music and/or Dancing)	P
General Retail Store	P
Security Systems Installation Company	P
Sporting Goods Store	P
Studio, Tattoo or Body Piercing	P
Temporary Outdoor Retail Sales / Commercial Promotion	P
Upholstery Shop (Non-Auto)	P
Used Merchandise; Furniture	P
Vacuum Cleaner Sales and Repair	P
Veterinarian Clinic (Indoor Kennels)	P
Woodworking Shop (Ornamental) / Hand-Built Furniture	P
TRANSPORTATION & AUTO SERVICES	
Antique Vehicle Restoration	P
Auto Body Repair	P

P=Permitted, C=Conditional

TRANSPORTATION & AUTO SERVICES cont.

Auto Financing & Leasing (Indoor)	P
Automobile Accessory Installation (Minor)	P
Auto Interior Shop / Upholstery	P
Auto Muffler Shop	P
Auto Paint Shop	P
Automobile Repair, Major	P
Automobile Repair, Minor	P
Auto Tire Repair /Sales (Indoor)	P
Auto Wrecker Service	P
Auto Laundry or Car Wash, Unattended	P
Auto Laundry or Car Wash, Attended	P
Limousine / Taxi Service	P
Parking Lot Structure, Commercial (Auto)	P
Quick Lube/Oil Change/Minor Inspection	P
Tire Dealer, With or Without Open Storage	P

AMUSEMENT & RECREATION SERVICES

Amusement Devices/Arcade (Four or More Devices)	C
Amusement Services (Indoors)	C
Amusement Services (Outdoors)	P
Country Club (Private)	P
Music / Dancing Facility	P
Day Camp for Children	C
Dinner Theatre	P
Driving Range	P
Earth Satellite Dish (Private, less than 3' in diameter)	P
Civic/Conference Center	P
Fairgrounds/Exhibition Area	P
Golf Course (Miniature)	P
Golf Course (Public/Private)	C
Health Club (Physical Fitness) <i>{See zoning ordinance-Defined under Studio, Health, Reducing} or Fitness}</i>	P
Membership Sports	P
Motion Picture Theater (Indoors)	P

P=Permitted, C=Conditional

AMUSEMENT & RECREATION SERVICES cont.

Motion Picture Studio, Commercial Film	P
Museum	P
Park and/or Playground (Private or Public)	P
Rodeo Grounds	P
Skating Rink	P
Swimming Pool (Commercial)	P
Tennis Court (Lighted)	P
Tennis Court (Private/Not Lighted)	P
Theater (Non-Motion Picture)	P
Travel Trailers / R.V.'s (Short-Term Stays)	P
Travel Trailers / R.V.'s (Storage)	C
Video Rental / Sales	P

INSTITUTIONAL / GOVERNMENTAL

Antenna (Non-Commercial) <i>{See Zoning Ordinance - Defined within Section 4.1.H}</i>	P
Antenna (Commercial) <i>{ See Zoning Ordinance - Defined within Section 4.1.H}</i>	See Section 4.1H
Assisted Living Facility	C
Broadcast Towers (Commercial)	See Section 4.1H
Wireless Communications Tower <i>{ See Zoning Ordinance - Defined within Section 4.1.H}</i>	See Section 4.1H
Cemetery and/or Mausoleum	C
Child Day Care (Business)	P
Church/Place of Worship	P
Civic Club	P
Medical Clinic or Office <i>{ See Zoning Ordinance - Defined under Medical Facilities}</i>	P
Community Center (Municipal)	P
Electrical Generating Plant	C
Electrical Substation	C
Electrical Transmission Line	C
Emergency Care Clinic	P
Fire Station	P
Franchised Private Utility (Not Listed)	P
Fraternal Organization, Lodge, or Union	P

P=Permitted, C=Conditional

INSTITUTIONAL / GOVERNMENTAL cont.

Gas Transmission Line (Regulating Station)	C
Governmental Building (Municipal, State, or Federal)	P
Group Day Care Home	P
Heliport	C
Helistop	C
Hospice (Administration/Business Office)	P
Hospital (Acute Care/Chronic Care)	P
Library (Public)	P
Mailing Service (Private)	P
Maternity Homes	P
Non-Profit Activities by Church	P
Nursing/Convalescent Home	P
Philanthropic Organization	P
Telephone and Exchange, Switching/Relay or Transmitting Station	P
Post Office (Governmental)	P
Radio, Television or Microwave Tower { See Zoning Ordinance - Defined within Section} 4.1.H}	C
Rectory/Parsonage	P
Home for the Aged, Residence	P
School, K through 12 (Private)	P
School, K through 12 (Public)	P
School, Business/Commercial Trade	P
Sewage Pumping Station	C
Utility Distribution/Transmission Lines	C
Wastewater Treatment Plant (Public)	C
Water Supply Facility (Private)	C
Water Supply Facility (Elevated Water Storage)	C
Water Treatment Plant (Public)	C
COMMERCIAL & WHOLESALE TRADE	
Book Binding	P
Feed & Grain Store	P
Furniture Manufacture	C
Heating & Air-Conditioning Sales/Services	P
P=Permitted, C=Conditional	
COMMERCIAL & WHOLESALE TRADE cont.	
Pawn Shop	P

Propane Sales (Retail)	P
Taxidermist	P
Transfer Station (Refuse/Pick-up)	C
Veterinarian (Outdoor Kennels or Pens)	C
Warehouse/Office	C
Welding Shop	P
LIGHT MANUFACTURING	
Contractor's Office/Sales, No Outside Storage including Vehicles	P
Contractor's Temporary On-Site Construction Office	P
Open Storage/Outside Storage	C

P=Permitted, C=Conditional

Exhibit "E"
Density Units Table

DENSITY UNITS TABLE			
Use	Quantity	Unit of Measure	DU
Commercial-Entertainment	2,000	Square Feet	1.00
Commercial-Hotel	0.50	Rooms (Keys)	1.00
Commercial-Office	1,750	Square Feet	1.00
Commercial-Mixed Use Building	1,600	Square Feet	1.00
Commercial-Recreational Facilities & Community Hall	700	Square Feet	1.00
Commercial-Restaurant	500	Square Feet	1.00
Commercial-Retail	6,000	Square Feet	1.00
Commercial-Retailers/Groceries over 40,000 sf	>40,000	Square Feet	30.00
Parks, Pavillions, Shelters	1	Parcel	1.00
Residential-Multi-Family	1	Unit	0.75
Residential-Single Family	1	Unit	1.00

BOARD OF ALDERMEN MEETING

AGENDA ITEM MEMORANDUM

2/18/16
Item # 6
Regular Agenda
Page 1 of 4

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

ITEM DESCRIPTION: Presentation, discussion, and possible action on an ordinance creating PDD No. 3, authorizing zoning and rezoning of: 1) 53.922 +/- acres to PDD-MU (Planned Development Mixed Use), generally located at the northeast corner of FM 2268 and I-35 frontage road and identified as Area A, and 2) 197.265 +/- acres to PDD-MU (Planned Development Mixed Use), generally located at the corner of Salado Oaks Drive and FM 2268, and the 700 block of Royal Street Drive, just east of Rose Way Circle and identified as Area B.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

Area A:

- P&Z recommended 3-0 to deny the request.
- Reason for denial is rezoning of the SF-7 zoned lots near/along Baines Street

Area B:

- P&Z recommended 3-0 to deny the request.
- Reason for denial is lack of detail in the master concept plan particularly roads and uses

STAFF RECOMMENDATION: Based on the following, staff recommends approval for zoning and/or rezoning for the following reasons:

1. The proposed zoning/rezoning is in substantial compliance with the Future Land Use Plan (FLUP).
2. The proposed zoning/rezoning is compatible with surrounding zoning and uses.
3. The request substantially complies with the Thoroughfare Plan – Area B is missing the Royal Street extension to the east, which is a Major Collector street, and a north/south Collector street in the middle of the property.
4. The request complies with the Future Trails System Plan.
5. Public facilities are anticipated to be available to serve the subject property.

ITEM SUMMARY AND ANALYSIS: This item was placed on the agenda for consideration by Aldermen McDougal and Coachman. The request specified that Area D and parcels #45684 and #45706 of Area A be removed from consideration.

The subject properties contain two zoning/rezoning areas: Areas A and B (see attached map). It is Planned Development District No. 3. Proposed zoning/rezoning districts are PDD-MU for Area A and PDD-MU for Area B. Proposed uses for each area are listed in the ordinance exhibit.

Note for Area A: Parcels #45684 and #45706 (at Baines Street and Salado Oaks Drive) have been removed from Area “A” in the PD ordinance.

Note for Area A: A buffer, 60’ in depth, will be provided in Area A between any new commercial buildings and/or structures that abut a single-family detached home that was existing as of November 25, 2015. Such buffer shall consist of an opaque fence, and/or continuous trees, and/or comparable landscape and hardscape materials that provide a full screen between uses.

Note for Area B: A buffer, 110' in depth, will be provided in Area B between the eastern property line of residential lots fronting Salado Oaks Drive and the proposed development; and all development in the buffer area will be single family-detached only

SURROUNDING PROPERTY AND USES: The following tables provide the direction from the property, Future Land Use Plan (FLUP) designation, existing zoning, and approximate current land uses.

Area A

<u>Direction</u>	<u>FLUP</u>	<u>Current Zoning</u>	<u>Current Land Use</u>
Site	Retail/Commercial; Low-Density Residential	Outside city, SF-7	Primarily undeveloped
North	Historic District, Retail,	HD, SFR-7	Scattered residential; Tablerock
South	Retail/Commercial, Business Park	SFR-7, Outside city	Undeveloped; Bloomer's; Wildfire
East	LDR, HDR, Public (municipal)	SFR-7	Residential; vacant
West	Retail/Commercial	HD, Outside city	I-35, B&B

Area B

<u>Direction</u>	<u>FLUP</u>	<u>Current Zoning</u>	<u>Current Land Use</u>
Site	Low-Density Residential	Outside city	Undeveloped
North	Low-Density Residential	Outside city	Undeveloped
South	Low-Density Residential	Outside city	Residential, vacant
East	Low-Density Residential	Outside city	Undeveloped, resident.
West	Low-Density Residential, HD, Public	SFR, HD	Residential

COMPREHENSIVE PLAN COMPLIANCE: The proposed zoning/rezoning relates to the following goals, objectives, or maps of the Comprehensive Plan and Future Trails System:

<u>Document</u>	<u>Policy, Goal, Objective, or Map</u>	<u>Compliance?</u>
CP	Map 3-1, Future Land Use Plan (FLUP)	Yes - Substantial
CP	Map 4-1. Transportation Plan	Yes - Substantial
FTS	Map 5-2, Future Trails System	Yes

Future Land Use Plan:

- Area A is proposed for Planned Development Mixed Use District. The FLUP calls for Retail/Commercial and Low-Density Residential. It is staff's opinion that Low Density Residential is no longer a suitable classification since wastewater will be available to these sites and the sites are inner-city with good access to major thoroughfares. A combination of retail, office, multi-family, residential (single family detached, duplex, triplex, patio home, townhome), personal/business service, transportation/auto services, amusement/recreation services, agriculture, and institutional/governmental uses, as proposed, is substantially compliant with the FLUP. At the P&Z Commission meeting, concerns were expressed regarding rezoning of existing SF-7 lots and acreage.

- Area B is proposed for Planned Development Mixed Use District. The FLUP calls for Low Density Residential. With wastewater being available to the site and two thoroughfares adjacent to the property, higher density residential may be considered appropriate. A combination of retail, residential (duplex, triplex, patio home, single family detached, townhouse), personal/business service, commercial/wholesale trade, amusement/recreation services, agriculture, and institutional/governmental uses, as proposed, is not compliant with the FLUP. However, wastewater services will be available to these sites, and two major thoroughfares about the property, which physically allow for more residential density. Multi-family (apartment) uses, as proposed, should be discussed at the meeting. At the P&Z Commissioner's meeting, citizen comments were directed toward wanting more detail on uses, detail on streets, and use location.

Transportation Plan:

- In Area A, there are existing local streets including Baines, Santa Maria, and San Jose. The property is primarily served by existing arterials including the I-35 frontage road and FM 2268. No future collectors are noted in the Transportation Plan.
- In Area B is served by FM 2268 and partially by an entrance at the bend of Royal Street. In Sanctuary's Master Conceptual Plan, multiple roads are depicted, including a north/south roadway, but no specifications are noted. As per the Transportation Plan, Royal Street should be extended eastward to meet Major Collector specifications and a north/south street which meets Collector specifications should be installed generally in the middle of Area B.

Future Trails System: The Future Trails System Map shows that Area B should have a Secondary Trail System. Sanctuary's Concept Plan and the Master Development Agreement contemplates multiple trails and greenbelts.

Other Public Facilities: The Salado Water Supply Corporation has provided a water availability letter for this development. Wastewater will be available upon completion of the Wastewater Treatment Plant, Royal Street line, and associated lateral lines.

DEVELOPMENT REGULATIONS: Design Guidelines, including but not limited to architectural, site and landscape design, will be approved separately by the Board of Aldermen at a future date. In accordance with Section 3.16 of the Village of Salado Zoning Ordinance, Site Plans will be submitted for review and approval by the Village for non-residential and multi-family developments. In addition, the project will be developed in accordance with the approved Concept Plan. Finally, please see the exhibits for a Listing of Allowed Uses and Density Units Table contained in the ordinance.

Note: Provisions in PDD #3 control, however if a provision is not specifically addressed, the Village of Salado Zoning Ordinance controls. Anticipated square footage by general use category are specified in the ordinance.

PUBLIC NOTICE: Notice of public hearings and request for feedback were sent to all property owners within 200 feet of the subject property as required by state law and Village ordinance. As 5:00 p.m. February 11, 2016 the following feedback forms were received:

Area A:

66 notices mailed

31 Denial responses received (3 of which are outside of the Village)

3 Approval responses received

1 undeliverable

Area B:

71 notices mailed

14 Denial responses received (3 of which are outside of the Village)

0 Approval responses received

2 undeliverable

Due to the Planning and Zoning Commission recommendation, a supermajority affirmative vote will be required for Areas A and B.

The Salado Village Voice printed notice of the public hearing on December 24, 2015, in compliance with state law and Village ordinance. A public hearing was held by the Planning and Zoning Commission on January 12, 2016, and the BOA held a public hearing on January 21, 2016. On February 11, the Board of Aldermen discussed the zoning, but took no action at that time.

FISCAL IMPACT: Not calculated.

ATTACHMENTS:

- Maps (2) of Proposed Zoning Districts Areas for Planned Development
- PDD No. 3 Zoning Ordinance

**Ordinance No. 2016.05
Village of Salado
County of Bell
State of Texas
February 18, 2016**

PLANNED DEVELOPMENT DISTRICT NO. 3

AN ORDINANCE ENACTED IN COMPLIANCE WITH ORDINANCE NO. 2013.08.14, AS AMENDED, OF SALADO; CREATING PLANNED DEVELOPMENT DISTRICT NUMBER THREE, WHICH SHALL ENCOMPASS THE BOUNDARY OF THE PROPERTY, ADOPTING DEVELOPMENT STANDARDS; ADOPTING A CONCEPT PLAN, AND FURTHER ESTABLISHING REGULATIONS FOR THE DEVELOPMENT AND CONSTRUCTION OF A MASTER-PLANNED COMMUNITY; INCLUDING THE INCORPORATION OF RESTRICTIVE COVENANTS; AND PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Aldermen of the Village of Salado (“Board of Aldermen”) seeks to protect the health, safety, and welfare of those living, working, and visiting the Village of Salado (“Village”); and

WHEREAS, the Board of Aldermen finds that the public benefit from rules and regulations that are crafted specifically to govern particular tracts for particular projects through the enactment of Planned Development Districts, as allowed by Section 3.16 of the Village of Salado Zoning Ordinance No. 2013.08.14, as amended, that address (a) the superior design of lots or buildings; (b) increased recreation and/or open space opportunities; (c) protection or preservation of natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, view scapes, and wildlife habitats; (d) an appropriate balance between the intensity of the development and the ability to provide adequate supporting public facilities and services; and

WHEREAS, the Planned Development District (“PD District”) is a district that accommodates planned associations of uses developed as an integrated whole featuring an appropriate combination of uses which may be planned, developed or operated as integral land use units; and

WHEREAS, absent a zoning classification regulating the particular land use as defined in this Ordinance, a PD District may be used to permit new, complex or innovative concepts in land utilization not accommodated by existing zoning districts in the Village of Salado Zoning Ordinance No. 2013.08.14; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the Village has general authority to adopt an ordinance or police regulation that is for good government, peace or order of the Village and is necessary or proper for carrying out a power granted by law to the Village; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the Village has broad zoning authority; and

WHEREAS, the Board of Aldermen finds that it is necessary and proper for good government, peace or order of the Village of Salado to adopt an ordinance regulating land use and development through Planned Development Districts; and

WHEREAS, the Owners of approximately 251.187 acres (Areas A and, B) of land in Bell County, Texas, more particularly described in Exhibit “A” and shown on the attached *Exhibit “B”* (collectively referred to as the “*Land*”), have requested that the Property be zoned to PDD-MU (Planned Development Mixed Use - Area A), and PDD-MU (Planned Development Mixed Use – Area B), Planned Development District No.3 (“PDD No. 3”) with rights associated herein; and

WHEREAS, the Board of Aldermen finds that the use of a PD District at this location and for this particular Project, allows for the reasonable and prudent use of land because the Developer is complying with requirements not yet set forth by ordinance; and

WHEREAS, the Board of Aldermen finds that the Planned Development District Ordinance affixed to this Ordinance as *Attachment “A”*, and incorporated herein for all purposes, is beneficial to the Village, preserves characteristics consistent with the Comprehensive Plan, and is in the best interests of the citizens; and

WHEREAS, the Planning and Zoning Commission held a public hearing and recommended denial of the requested PD zonings as follows:

Area A: P&Z recommended 3-0 to deny the request; the reason for denial is rezoning of the SF-7 zoned lots near/along Baines Street;

Area B: P&Z recommended 3-0 to deny the request; the reason for denial is lack of detail in the PD Concept Plan particularly as it relates to roads and uses

WHEREAS, in such a manner as required by law, the Village, by and through the Board of Aldermen’s legislative authority, held a public hearing on the proposal to initially zone the Property; and

WHEREAS, the Board of Aldermen deems it appropriate to grant the Property such proposed zoning to PDD-MU for Area A and PDD-MU for Area B by creating PDD Ordinance No. 3.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of Salado:

1. FINDINGS OF FACT

The Board of Aldermen finds that the facts and matters in the foregoing recitals are true and correct; and, are hereby incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

- A. Ordinance.** This Ordinance is hereby established so to read in accordance with *Attachment "A,"* which is attached hereto and incorporated into PDD Ordinance No. 3 for all intents and purposes.
- B. Zoning Map.** The official zoning map of the Village is hereby amended to reflect the zoning designations established in *Attachment "A "* of PDD No. 3.
- C. Development Plan.** This Ordinance, together with the Attachments and related exhibits, constitutes the development plan for the Property created by this Ordinance. All land use and development standards within PDD No. 3 for the Property must conform to the limitations and conditions set forth in the Code of Ordinances, this Ordinance, and its Attachments and related exhibits. Enactment of this Ordinance shall constitute the Board of Aldermen’s approval of the development plan.
- D. PD Concept Plan.** The PD Concept Plan, attached to *Attachment "A" as Exhibit "C"* is hereby approved in compliance with Section 3.16 Planned Development District.
- E. Conflicting Provisions.** The provisions of PDD No. 3 shall govern the development of the Land. In case of a conflict between the provisions of PDD No. 3 and the Village’s Zoning Ordinance, 2013.08.14, as amended, the provisions of PDD No. 3 shall control. If not specifically addressed in PDD No. 3, the Village’s Zoning Ordinance, 2013.08.14, as amended, shall control.
- F. Attachments and Exhibits.** The following Attachments and their related exhibits are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment "A" – Planned Development District

Exhibit A	Description of Land – Metes and Bounds
Exhibit B	Map of Area Zoned (Areas A and B)
Exhibit C	PD Concept Plan
Exhibit D	Listing of Allowed Uses
Exhibit E	Density Units Table

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance

shall be and remain controlling as to the matters regulated, herein.

4. PENALTY

Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance or the Village of Salado's Zoning Ordinance, 2013.08.14, as amended shall be deemed guilty of a misdemeanor, and upon conviction fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense. The penal provisions shall not preclude the Village of Salado from filing suit to enjoin violations of this ordinance. The Village of Salado retains all legal rights and remedies available to it pursuant to local, state and federal law.

5. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

6. CODIFICATION

The Village Secretary is hereby directed to record and publish the attached rules, regulations and policies in the Village's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

7. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

8. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of _____, 2016
by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*)
of the Board of Aldermen of the Village of Salado.

VILLAGE OF SALADO:

Skip Blancett, Mayor

ATTEST:

Mary Ann Ray, Village Secretary

Attachment “A”

Village of Salado

PLANNED DEVELOPMENT DISTRICT NO. 3

ARTICLE 1. ENACTMENT PROVISIONS

1.1. Popular Name.

This Article shall be commonly cited as the “PDD No. 3 Ordinance.”

1.2. Purpose.

The enactment of this Article memorializes the Board of Aldermen’s legislative approval of the Planned Development District Ordinance. This Chapter also creates the zoning classification “Planned Development District No. Three (PDD No. 3).”

1.3. Scope.

This Article applies to the Land described in Exhibit “A”.

ARTICLE 2. DEFINITIONS

2.1. General.

Words and phrases used in this Chapter shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

2.2. Specific.

Village: the Village of Salado, an incorporated municipality located in Bell County, Texas (“Village”).

Developer: Sanctuary Development Company, a Texas limited liability company, incorporated under the laws of the State of Texas.

Property: Approximately 251.187 acres located within the Village Limits of Salado, in Bell County, Texas, commonly known as Sanctuary and more fully described in *Exhibit “A”* of *Attachment “A”* and incorporated into this agreement for all purposes.

ARTICLE 3. APPROVAL

- 3.1. **PDD No. 2 Approved.** PDD No. 2 is hereby fully approved by the Board of Aldermen, by and through its body's legislative authority.
- 3.2. **Execution of PDD No. 2.** The Board of Aldermen hereby authorizes the Mayor to execute PDD No. 2 on behalf of the Village.
- 3.3. **Recordation.** The Board of Aldermen hereby instructs the Village Secretary to publish PDD No. 2 in and among the official records of the Village, and cause PDD No. 2 to be filed in and among the official public records of Bell County.

ARTICLE 4. REGULATIONS

- 4.1. **Boundary.** The boundary of PDD No. 3 shall be defined as Areas "A" and "B" in *Exhibit "B" of Attachment "A."*
- 4.2. **Zoning.** The Property is hereby designated "PDD No. 3" with base districts of PD-MU (Planned Development Mixed Use - Area A), and PD-MU (Planned Development Mixed Use – Area B), and shall be developed in accordance with the PD Concept Plan. Base zoning districts and allowed uses are included as *Exhibit "D"*. Matters not specifically addressed in this Ordinance shall be regulated by applicable sections of the Village's Code of Ordinances. If there is a conflict between PDD No. 3 and the regulations of the Zoning Ordinance, PDD No. 3 shall supersede the specific conflicting provisions of the Zoning Ordinance. All matters not specifically addressed in PDD No. 3 shall be regulated by applicable sections of the Village's Code of Ordinances.
- 4.3. **PD District Concept Plan.** The Property shall be developed in accordance with the PD District Concept Plan, as approved by the Village.
- 4.4. **PD District Site Plan:** Prior to beginning any development on a building site for non-residential or multiple-family development, a detailed Site Plan shall be submitted to the Village for review and action in compliance with Section 3.16 Planned Development District and Section 2.6 Concept Plan and Site Plan Review Processes of the Zoning Ordinance. No construction shall commence prior to approval of the detailed Site Plan.
- 4.5. **Design Standards.** Architectural, site, and landscape design shall be in conformance with Design Standards to be approved by the Board of Aldermen. Restrictive covenants, if any, or Property Owner Association requirements, if any must be in conformance with the Design Standards approved by the Board of Aldermen.
- 4.6. **Alternative Design Standards.**

Area A: A buffer, 60' in depth, will be provided in Area A between any new commercial buildings and/or structures that abut a single-family detached home that was existing as of November 25, 2015. Such buffer shall consist of an opaque fence, and/or

continuous trees, and/or comparable landscape and hardscape materials that provide a full screen between uses.

Area B: A buffer, 110' in depth, will be provided in Area B between the eastern property line of residential lots fronting Salado Oaks Drive and the proposed development; and all development in the buffer area will be single family-detached only

- 4.7. Architectural Review Board.** The Developer shall establish an Architectural Review Board with at least one member being a registered architect and one member being a registered landscape architect to review and approve all site, architectural, and landscape plans in compliance with the Design Standards referenced in Section 4.5 and 4.6.
- 4.8. Density Transfer/Use Exchanges.** Density transfers are allowed as follows:
- a. Density may be transferred between the phases proposed for the Project by up to twenty percent (20%) of the then approved density as shown in the Concept Plan for the receiving phase, if sufficient sewer capacity is available or if an owner agrees to any sewer upgrades necessary to accommodate the density changes. Such transfers shall be a Minor Amendment.
 - b. Transfers exceeding twenty percent (20%) of the then approved density in the receiving phase shall require a Major Amendment to the Conceptual Master Plan for the affected phases.
 - c. An Owner shall be responsible for tracking density transfers at the time of filing a Preliminary Plat by such Owner. Each such Owner shall provide the Village with an updated Conceptual Master Plan each time a density transfer is approved. The Owners may exchange residential uses for non-residential uses, and vice versa, using density unit equivalents ("DU") as the density conversion factor in accordance with the Density Units Table attached hereto as Exhibit "E".
 - d. If such exchanges do not increase the Project's overall density by more than 20% based on DUs and the resulting land uses are allowed in the Land Use Chart, the Village Administrator shall approve such an exchange administratively as a Minor Amendment. If the exchange increases density by more than 20% or otherwise changes any conditions or assumptions beyond what is otherwise allowed in this Agreement, the City may treat such exchanges as a Major Amendment and process the proposed change accordingly.
 - e. Each owner seeking an amendment shall provide the Village with an updated Conceptual Master Plan with its application for a Major or Minor Amendment.
 - f. Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, each Owner may make Major Amendments or Minor Amendments to the Conceptual Master Plan as applied to such Owner's Tract upon notification to the Village

Administrator. Major Amendments to the Conceptual Master Plan shall require approval of the Village Board of Aldermen, which approval will not be unreasonably withheld, conditioned or delayed. Minor Amendments to the Conceptual Master Plan may be administratively approved by the Village Administrator or representative designated by the Board of Aldermen. Such Owner shall provide the Village with an updated Conceptual Master Plan with its application for a Major Amendment or Minor Amendment.

g. DEVELOPER NEEDS TO GIVE BREAKDOWN FOR EACH AREA

The land uses established in the PD Concept Plan, along with the maximum square footage, rooms or units associated with each land use, are set forth below:

General Use Categories:

Commercial (e.g. office, retail, restaurants, etc)	515,000 HSF
Entertainment Venue (performing arts)	40,000 HSF
Lodging	355 rooms
Multi-Family (multi-story, including senior housing, rental)	575 units
Multi-Family (for sale, including condos, townhomes, duplexes)	130 units
Single Family (for sale)	364 units
Parking Garage(s)	500 spaces

Ancillary service buildings, kiosks, band shell, entry monument structures, pools, fountains, artwork, mechanical equipment storage, maintenance buildings, wastewater treatment plant.

4.9. Parks and Recreation and Open Space. In recognition of the character of the Project as a master-planned community and in acknowledgement of the substantial private parkland, recreational areas, greenbelts, trails and recreational facilities that will be provided by the Owners, the Village agrees that no public parkland dedication or fees in lieu of dedication will be required from any Owner. On an overall Project basis, the Owners shall provide an amount of private parkland, recreational areas, greenbelts, trails, and recreational facilities that is equal to or in excess of the amount currently shown in the Conceptual Master Plan. An Owner shall have the right to modify the location and configuration of the of the private parkland, recreational areas, greenbelts, trails and recreational facilities on such Owner's Tract as shown on the Conceptual Master Plan as a Minor Amendment provided that the total amount of private parkland, recreational areas, greenbelts, trails, and recreational facilities currently shown on the Conceptual Master Plan is maintained. The applicable Owners, or a property owners' association established by the Applicable Owners (including but not limited to the Master Association), shall be obligated to construct, operate and maintain such parkland, recreational areas, greenbelts, trails, and recreational facilities.

- a. Trail System. In recognition of the Owners' plans to provide and maintain an extensive trail network throughout the Project, no other public trail easements or improvements shall be required. Each Owner will establish reasonable behavioral policies and available times for all Village residents to use the Project's trail system.
- b. Open Space. Open space shall be owned and maintained by each Owner as

applicable, the Master Association, a qualified land trust or a governmental entity.

- c. Master Association. The Master Association may own, operate and maintain all privately owned parks, greenbelts, trails and park improvements constructed by any Owner within the Project.

4.10 Transportation. Streets shall conform to the Village of Salado's Transportation Plan and the following:

- a. Off-site streets or private roadways that connect to the Land shall conform to the Village of Salado's Code of Ordinances.
- b. Off-site residential streets or private roadways that connect to the Land shall be constructed with traffic calming devices.
- c. Off-site street improvements to Village Streets or private streets that are peripheral to the Property shall be constructed in accordance with design standards and construction plans approved by the Village Board of Aldermen.
- d. New, off-site Village Streets or private streets that are peripheral to the Property shall be constructed in accordance with design standards and construction plans approved by the Village Board of Aldermen.

ARTICLE 5. ENFORCEMENT

5.1. Civil & Criminal Penalties

The Village shall have the power to administer and enforce the provisions of this Article as may be required by governing law. Any person violating any provision of this Article is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Article is hereby declared to be a nuisance.

5.2. Criminal Prosecution

Any person violating any provision of this Article shall, upon conviction, be fined a sum not exceeding Two Thousand dollars (\$2,000.00). Each day that a provision of this Chapter is violated shall constitute a separate offense. An offense under this Article is a misdemeanor.

5.3. Civil Remedies

Nothing in this Article shall be construed as a waiver of the Village's right to bring a civil action to enforce the provisions of this Chapter and to seek remedies as allowed by law, including, but not limited to the following:

- a. **Injunctive relief** to prevent specific conduct that violates the Article or to require specific conduct that is necessary for compliance with the Chapter; and
- b. **A civil penalty** up to Five Hundred dollars (\$500) a day to be assessed for violations of this Article, in addition to other available relief.
- c. **Stop Work Order.** In the event work is not being performed in accordance with this Chapter, the Village shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as

a stop work order is in effect.

- d. **Withhold Authorizations.** Among other civil remedies, the Village may withhold related development approvals to ensure compliance with this Article.

Exhibit "A"
Description of Land – Metes and Bounds

Exhibit "B"
Map of Area Zoned (Areas A and B)

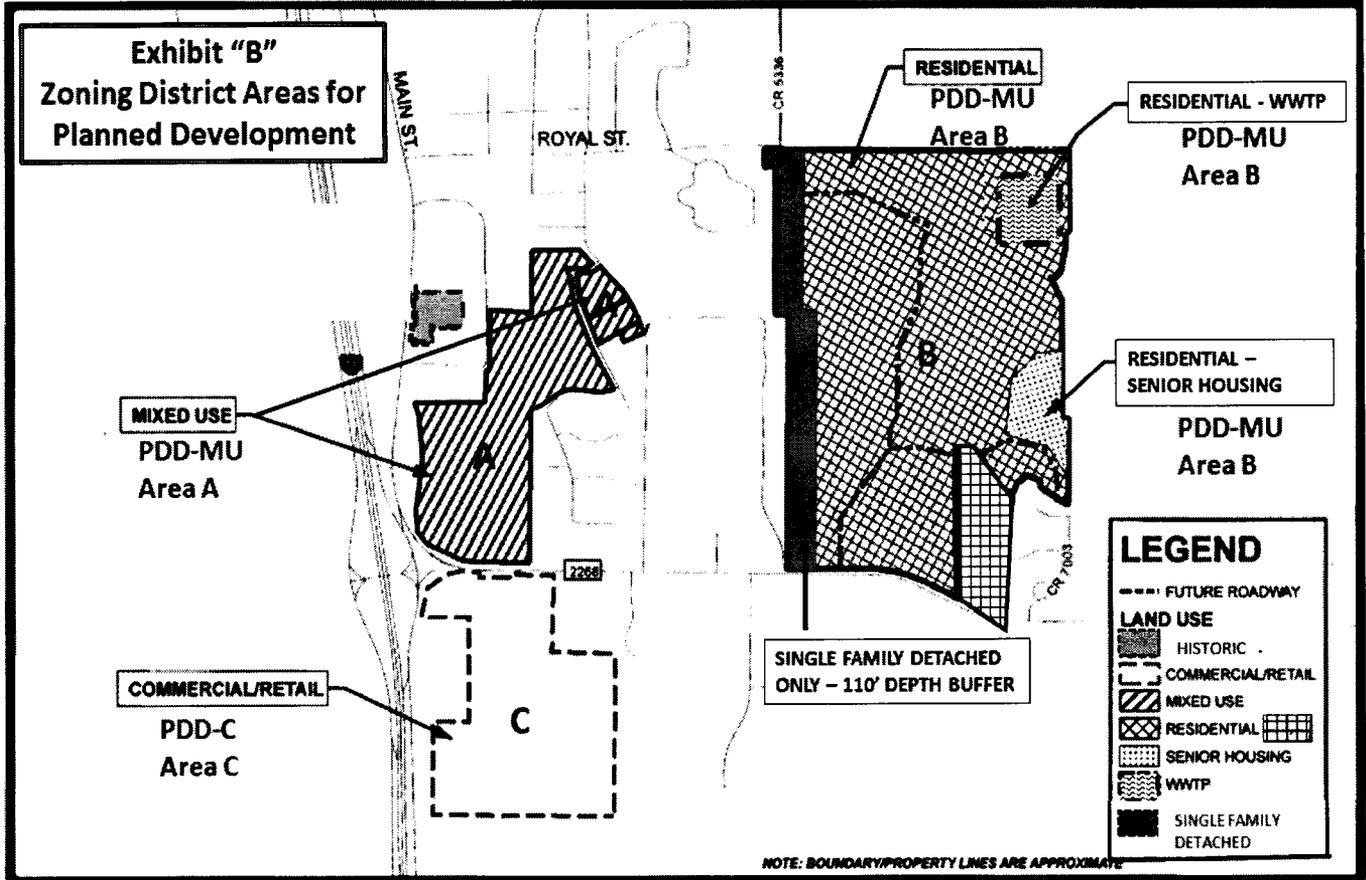


Exhibit "C"
PD Concept Plan

Exhibit "C"
Sanctuary
Concept Plan

*A buffer, 60' in depth, will be provided in **Area A** (PD-MU) between any new commercial buildings and/or structures that abut a single-family detached home that was existing as of November 25, 2015. Such buffer shall consist of an opaque fence, and/or continuous trees, and/or comparable landscape and hardscape materials that provide a full screen between uses.

A buffer, 110' in depth, will be provided in **Area B (PD-MU) between the eastern property line of residential lots fronting Salado Oaks Drive and the proposed development. All development in buffer is Single Family Detached only.

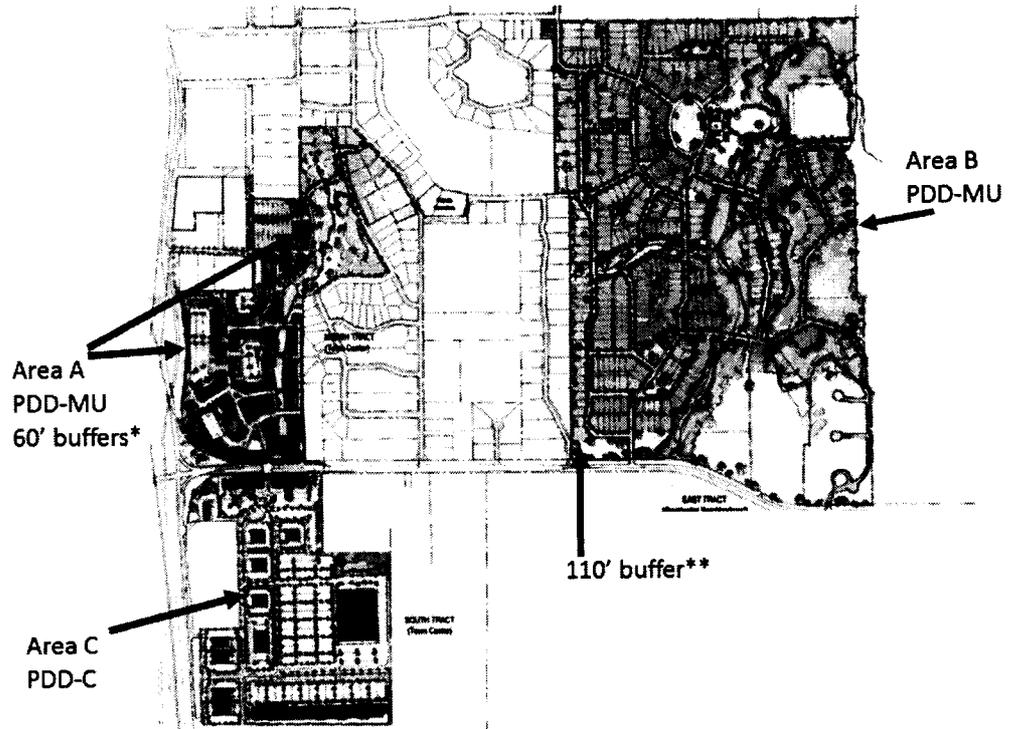


Exhibit "D"
Listing of Allowed Uses

**Area A: Planned Development Mixed Use (PDD-MU) –
Permitted Uses**

AGRICULTURE	
Farms, General (Crops)	C
Farms, General (Livestock/Ranch)	C
Greenhouse (Non-Retail/Hobby)	P
Orchard/Crop Propagation	C
Plant Nursery (Grown for Commercial Purposes)	P
RESIDENTIAL	
Accessory Building/Structure (Residential)	P
Accessory Building/Structure (Non-Residential)	P
Caretaker's/Guard's Residence	P
Community Home	P
Duplex / Two-Family <i>{See Zoning Ordinance - Defined under Two-Family Dwelling}</i>	P
Family Home (Adult Care in Place of Residence)	P
Four Family (Quadraplex)	P
Home Occupation	C
Living Quarters On-Site Wit A Business	P
Multi-Family Dwelling	P
Private Street Subdivision	C
Residential Loft	P
Rooming/Boarding House <i>{See Zoning Ord -Defined Under Boarding or Rooming House}</i>	P
Single Family Dwelling, Detached	P
Single Family Dwelling, Attached (Townhouse)	P
Patio Homes (Zero Lot Line Dwelling)	P
Swimming Pool (Private)	P
Three Family (Triplex)	P
OFFICE	
Armed Services Recruiting Center	P
Check Cashing Service	C
Credit Agency	P
Insurance Agency Offices	P

Offices (Brokerage Services)	P
Offices (Health Services)	P
Offices (Legal Services)	P
Offices (Medical Office)	P
Offices, Professional and General Business	P

P=Permitted, C=Conditional

OFFICE – CON'T	
Offices (Parole – Probation)	P
Real Estate Offices	P
Telemarketing Center	P
Bank	P
Savings and Loan	P
Security Monitoring Company (No Outside Storage)	P
PERSONAL & BUSINESS SERVICES	
Appliance Repair	P
Artist Studio	P
Ambulance Service (Private)	P
Automobile Driving School	P
Automatic Teller Machines (ATM's)	P
Barber Shop (Non-College)	P
Beauty Shop (Non-College)	P
Bed & Breakfast Inn or Facility(s)	P
Communication Equipment (Installation and/or Repair – No outdoor sales or storage)	P
Computer Sales	P
Cooking School	P
Credit Unions	P
Dance/Drama/Music Schools (Performing Arts)	P
Extended Stay Hotels/Motels	P
Exterminator Service (No outdoor sales or storage)	P
Financial Services (Advice/Invest)	P
Funeral Home or Mortuary	P
Motel or Hotel	P
Martial Arts School	C
Kiosk (Providing A Service)	P
Laundry/Dry Cleaning (Drop Off/Pick Up)	P

Locksmith	P
Mini-Warehouse/Self Storage	P
Photo Studio	P
Photocopying/Duplicating	P
Security Quarters as Associated with a Business (Live-In)	P
Skin Care Clinics	P
Shoe Repair	P
Studio for Radio or Television	P

P=Permitted, C=Conditional

PERSONAL & BUSINESS SERVICES – CON'T	
Tailor Shop	P
Tool and Machinery Rental (Indoor Storage)	P
Tool and Machinery Rental (Outdoor Storage)	P
Travel Agency	P
RETAIL	
All-Terrain Vehicle Dealer / Sales Only	P
Antique Shop	P
Art Dealer/Gallery	P
Auction Business (Indoor only)	P
Auto Sales (New and Used)	P
Auto Supply Store for New & Rebuilt Parts	P
Bakery or Confectionary (Retail)	P
Beer and Wine and Package Stores and Mixed Beverage Sales (<i>Refer to Ordinance # 2008.09</i>)	P
Bike Sales and/or Repair	P
Book Store	P
Building Material Sales	P
Cabinet Shop (Manufacturing)	P
Cafeteria	P
Consignment Shop	P
Convenience Store (With Gas Sales)	P
Convenience Store (Without Gas Sales)	P
Department Store	P
Drapery, Blind, Furniture Upholstery Shop	P
Firearms (in-store and special order)	P
Florist Shop	P

Food or Grocery Store	P
Furniture Store, New and Used (Indoor)	P
Garden Shop (Inside Storage)	P
Gravestone/Tombstone Sales	P
Artisans Shop	P
Hardware Store	P
Home Improvement Center	P
Lawnmower Sales and/or Repair	P
Major Appliance Sales (Indoor)	P
Market (Public)	P
Motorcycle Dealer (New and/or Repair)	P

P=Permitted, C=Conditional

RETAIL – CON'T

Personal Watercraft Sales (New and/or Repair)	P
Needlework Shop	P
Pet Shop/Supplies	P
Pharmacy	P
Plant Nursery (Retail Sales Outdoors)	P
Recycling Kiosk	C
Restaurant (With No Drive-Through Service)	P
Restaurant (With Drive-In Service)	P
Restaurant (With Drive-Through Service)	P
Restaurant (Mobil Food Unit/Vendor)	P
Restaurant (With Music and/or Dancing)	P
General Retail Store	P
Security Systems Installation Company	P
Sporting Goods Store	P
Studio, Tattoo or Body Piercing	P
Temporary Outdoor Retail Sales / Commercial Promotion	P
Upholstery Shop (Non-Auto)	P
Used Merchandise; Furniture	P
Vacuum Cleaner Sales and Repair	P
Veterinarian Clinic (Indoor Kennels)	P
Woodworking Shop (Ornamental) / Hand-Built Furniture	C

TRANSPORTATION & AUTO SERVICES

Antique Vehicle Restoration	P
Auto Body Repair	P
Auto Financing & Leasing (Indoor)	P
Automobile Accessory Installation (Minor)	P
Auto Interior Shop / Upholstery	P
Auto Muffler Shop	P
Auto Paint Shop	P
Automobile Repair, Major	P
Automobile Repair, Minor	P
Auto Tire Repair /Sales (Indoor)	P
Auto Laundry or Car Wash, Unattended	P
Auto Laundry or Car Wash, Attended	P
Limousine / Taxi Service	P
Parking Lot Structure, Commercial (Auto)	P

P=Permitted, C=Conditional

TRANSPORTATION & AUTO SERVICES – CON'T	
Quick Lube/Oil Change/Minor Inspection	P
Tire Dealer, With or Without Open Storage	P
AMUSEMENT & RECREATION SERVICES	
Amusement Devices/Arcade (Four or More Devices)	C
Amusement Services (Indoors)	P
Amusement Services (Outdoors)	P
Billiard / Pool Facility (Three or More Tables)	C
Bingo Facility	C
Bowling Center	C
Country Club (Private)	P
Music / Dancing Facility	P
Day Camp for Children	C
Dinner Theatre	P
Earth Satellite Dish (Private, less than 3' in diameter)	P
Civic/Conference Center	P
Golf Course (Miniature)	P
Golf Course (Public/Private)	C
Health Club (Physical Fitness) <i>{See Zoning Ordinance - Defined under Studio, Health, Reducing or Fitness}</i>	P
Membership Sports	P

Motion Picture Theater (Indoors)	P
Motion Picture Studio, Commercial Film	P
Museum	P
Park and/or Playground (Private or Public)	P
Skating Rink	P
Swimming Pool (Commercial)	P
Tennis Court (Lighted)	P
Tennis Court (Private/Not Lighted)	P
Theater (Non-Motion Picture)	P
Travel Trailers / R.V.'s (Short-Term Stays)	C
Travel Trailers / R.V.'s (Storage)	C
Video Rental / Sales	P
INSTITUTIONAL / GOVERNMENTAL	
Antenna (Non-Commercial) <i>{See Zoning Ordinance - Defined within Section 4.1.H}</i>	P
Antenna (Commercial) <i>{See Zoning Ordinance - Defined within Section 4.1.H}</i>	See Section 4.1H
Assisted Living Facility	C
Broadcast Towers (Commercial)	See Section 4.1H
INSTITUTIONAL / GOVERNMENTAL – CON'T	
Wireless Communications Tower <i>{See Zoning Ordinance - Defined within Section 4.1.H}</i>	See Section
Cemetery and/or Mausoleum	C
Child Day Care (Business)	C
Church/Place of Worship	P
Civic Club	P
Medical Clinic or Office <i>{See Zoning Ordinance - Defined under Medical Facilities}</i>	P
Community Center (Municipal)	P
Electrical Transmission Line	C
Emergency Care Clinic	P
Fire Station	P
Franchised Private Utility (Not Listed)	P
Gas Transmission Line (Regulating Station)	C
Governmental Building (Municipal, State or Federal)	P
Helistop	C
Hospice (Administration/Business Office)	C
Hospital (Acute Care/Chronic Care)	P

Library (Public)	P
Mailing Service (Private)	P
Non-Profit Activities by Church	P
Nursing/Convalescent Home	P
Philanthropic Organization	P
Telephone and Exchange, Switching/Relay or Transmitting Station	C
Post Office (Governmental)	P
Radio, Television or Microwave Tower <i>{See Zoning Ordinance -Defined within Section 4.1.H}</i>	C
Rectory/Parsonage	P
Home for the Aged, Residence	P
School, K through 12 (Private)	P
School, K through 12 (Public)	P
School, Business/Commercial Trade	P
Sewage Pumping Station	C
Utility Distribution/Transmission Lines	C
Wastewater Treatment Plant (Public)	C
Water Supply Facility (Private)	C
Water Supply Facility (Elevated Water Storage)	C
Water Treatment Plant (Public)	C

P=Permitted, C=Conditional

LIGHT MANUFACTURING	
Contractor's Office/Sales, No Outside Storage including Vehicles	P
Contractor's Temporary On-Site Construction Office	P
Open Storage/Outside Storage	C

P=Permitted, C=Conditional

Area B: Planned Development Mixed Use (PDD-MU) - Permitted Uses

AGRICULTURE	
Bulk Grain and/or Feed Storage	P
Farms, General (Crops)	P
Farms, General (Livestock/Ranch)	P
Greenhouse (Non-Retail/Hobby)	P
Livestock Sales	P
Orchard/Crop Propagation	P
Plant Nursery (Grown for Commercial Purposes)	P
Stable, Commercial	P
Stables (Private, Accessory Use)	P
Stables (Private, Principal Use)	P
RESIDENTIAL	
Accessory Building/Structure (Residential)	P
Accessory Dwelling	P
Caretaker's/Guard's Residence	P
Community Home	P
Duplex / Two-Family <i>{See Zoning Ordinance - Defined under Two-Family Dwelling}</i>	P
Family Home (Adult Care in Place of Residence)	P
Family Home (Child Care in Place of Residence)	P
Four Family (Quadraplex)	P
Garage Conversion	P
Home Occupation	P
Multi-Family Dwelling	P
Private Street Subdivision	C
Rooming / Boarding House <i>(See Zoning Ord-Defined Under Boarding or Rooming House)</i>	P
Single Family Dwelling, Detached	P
Single Family Dwelling, Attached (Townhouse)	P
Patio Homes (Zero Lot Line Dwelling)	P
Swimming Pool (Private)	P
Three Family Triplex	P
PERSONAL & BUSINESS SERVICES	
Bed & Breakfast Inn or Facility(s)	P

P=Permitted, C=Conditional

AMUSEMENT & RECREATION SERVICES	
Broadcast Station (with Tower)	C
Country Club (Private)	P
Day Camp for Children	C
Earth Satellite Dish (Private, less than 3' in diameter)	P
Civic/Conference Center	P
Fairgrounds / Exhibition	C
Golf Course (Public/Private)	C
Park and/or Playground (Private or Public)	P
Rodeo Grounds	C
Skating Rink	C
Swimming Pool (Commercial)	P
Tennis Court (Lighted)	P
Tennis Court (Private/Not Lighted)	P
Travel Trailers / R.V.'s (Short-Term Stays)	C
Travel Trailers / R.V.'s (Storage)	C
INSTITUTIONAL / GOVERNMENTAL	
Antenna (Non-Commercial) <i>{See Zoning Ordinance - Defined within Section 4.1.H}</i>	P
Antenna (Commercial) <i>{See Zoning Ordinance - Defined within Section 4.1.H}</i>	See Section 4.1H
Assisted Living Facility	P
Broadcast Towers (Commercial)	See Section 4.1H
Wireless Communications Tower <i>{See Zoning Ordinance - Defined within Section 4.1.H}</i>	See Section 4.1H
Cemetery and/or Mausoleum	C
Church/Place of Worship	P
Community Center (Municipal)	P
Fire Station	P
Franchised Private Utility (Not Listed)	P
Gas Transmission Line (Regulating Station)	C
Governmental Building (Municipal, State or Federal)	P
Group Day Care Home	P
Home for the Aged	P
Library (Public)	P
Maternity Home	C

Non-Profit Activities by Church	P
Nursing / Convalescent Home	P
Orphanage	C

P=Permitted, C=Conditional

INSTITUTIONAL / GOVERNMENTAL cont.	
Post Office (Governmental)	P
Rectory/Parsonage	P
Home for the Aged, Residence	P
School, K through 12 (Private)	P
School, K through 12 (Public)	P
Sewage Pumping Station	C
Utility Distribution/Transmission Lines	P
Wastewater Treatment Plant (Public)	P
Water Supply Facility (Private)	P
Water Supply Facility (Elevated Water Storage)	C
Water Treatment Plant (Public)	P
COMMERCIAL & WHOLESALE TRADE	
Feed and Grain Store	C
Taxidermist	C
Veterinarian (Outdoor Kennels or Pens)	C
LIGHT MANUFACTURING	
Contractor's temporary On-Site Construction Office	C
Open Storage / Outside Storage	C
Sand / Gravel / Stone Sales (Storage)	C

P=Permitted, C=Conditional

Exhibit "E"
Density Units Table

DENSITY UNITS TABLE			
Use	Quantity	Unit of Measure	DU
Commercial-Entertainment	2,000	Square Feet	1.00
Commercial-Hotel	0.50	Rooms (Keys)	1.00
Commercial-Office	1,750	Square Feet	1.00
Commercial-Mixed Use Building	1,600	Square Feet	1.00
Commercial-Recreational Facilities & Community Hall	700	Square Feet	1.00
Commercial-Restaurant	500	Square Feet	1.00
Commercial-Retail	6,000	Square Feet	1.00
Commercial-Retailers/Groceries over 40,000 sf	>40,000	Square Feet	30.00
Parks, Pavillions, Shelters	1	Parcel	1.00
Residential-Multi-Family	1	Unit	0.75
Residential-Single Family	1	Unit	1.00