



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

REGULAR MEETING AGENDA

**6:30 P.M., THURSDAY, APRIL 7, 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. PROCLAMATIONS / SPECIAL RECOGNITION

3. Proclamation declaring April 2016 as Fair Housing Month in the Village of Salado.
4. Proclamation for Eagle Scout Ryan Flanagan who created a promotional video for Be the Match, an organization that finds bone marrow matches for people with cancer and other blood-related diseases.

III. PUBLIC COMMENTS

5. 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.

IV. REPORTS

Mayor's Report

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

Special Report: Interstate-35 Construction Update brought by TxDOT

Village Administrator's Report

V. CONSENT AGENDA

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

6. Consider approving the Consent Agenda items:
 - a. Minutes, March 10, 2016, Regular Meeting.
 - b. Purchase of fence materials for the Stagecoach Wastewater Treatment Plant in an amount not to exceed \$1,700.
 - c. A Professional Services Contract with KPA Engineers, Inc., for preparation of a permit renewal application for the Stagecoach Wastewater Treatment Plant in the amount of \$5,400.
 - d. Award a bid to PrimeSpec Construction for a blower unit and associated installation expenses for the Stagecoach Wastewater Treatment Plant in the amount of \$31,556.

VI. REGULAR AGENDA

7. Presentation, discussion, and possible action on an Ordinance (Ordinance No. 2016.09) establishing Design Standards for the Sanctuary development.
8. Presentation, discussion, and possible action on a Certificate of Acceptance for a Permanent Utility Easement from The Sanctuary for wastewater improvements.
9. Presentation, discussion, and acceptance of a TCEQ permit from Sanctuary Utility Company Inc./Billie Hanks Jr. for a wastewater treatment plant in accordance with the Donation Agreement, and authorizing the Village Administrator to process and sign any necessary documents and authorizations to execute the permit transfer to the Village of Salado.
10. Presentation, discussion, approval and acceptance of a Special Warranty Deed for six acres from The Sanctuary, in accordance with the Donation Agreement, for a wastewater treatment plant site and authorizing the Mayor to execute the Certificate of Acceptance on behalf of the Village of Salado
11. Consider a Resolution (R-2016-140) authorizing submission of an application for Project Development by the Texas Department of Transportation through the Killeen-Temple Metropolitan Planning Organization for street, stormwater drainage, bicycle lane, on-street parallel parking, and trail design for Main Street.
12. Presentation, discussion, and possible action on the following items related to tourism and partnership with the Salado Chamber of Commerce:

- a. Presentation, discussion, and possible action on an ordinance (Ordinance 2016.11) amending Ordinance No. 2008.25, Hotel Motel Tax Ordinance, abolishing the Tourism Council.
 - b. An ordinance (Ordinance 2016.08), repealing and replacing Ordinance 2015.03, Delegation of Authority, to establish reporting and oversight of the Executive Director of the Chamber of Commerce and Tourism Bureau and his/her direct reports to the Mayor and Board of Aldermen.
 - c. Presentation, discussion, and possible action on a Contract For Consultant Services between the Village of Salado and the Salado Chamber of Commerce.
13. Presentation, discussion, and possible action on the purchase of a clarifier unit from Matous Construction for the Stagecoach Wastewater Treatment Plant for \$47,500.

VII. WORKSHOP SESSION

14. Discussion on realignment of the multi-use Main Street trail as part of the Future Trails System.

VIII. EXECUTIVE SESSION

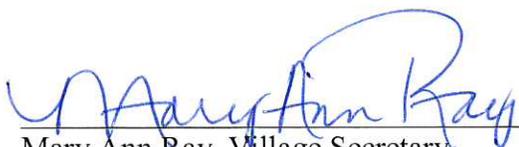
15. Evaluation of the Chief of Police as authorized by Texas Government Code §551.074, Personnel Matters.

IX. ADJOURN

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

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

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 5:00 p.m. on **Monday, April 4, 2016**.



Mary Ann Ray, Village Secretary

Removed from display: _____

POLICE DEPARTMENT

MONTHLY REPORT

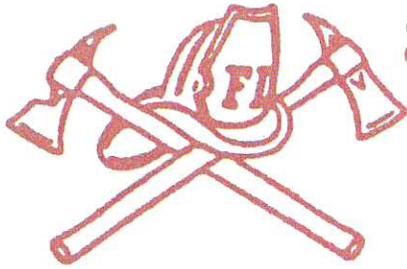
March 31, 2016

GOALS / WORK PLAN	UPDATE
Update General Orders	Have been reviewing the current operations manual and updating the policies to meet the Best Practices guideline. There are currently 169 sections in the Best Practices manual. 91 sections have been completed and pending committee review.
Emergency Operations	<ul style="list-style-type: none"> • The Emergency Operations Plan has been Updated. • The Annexes "A" thru "V" have been updated. • Sample Ordinances and Resolutions have been added. • Need to complete Inter local Agreements with partners who will assist during an emergency • Need to assign someone to serve as Emergency Management Coordinator • Need to assign Annexes • Identify resource list and arrangements for goods and materials necessary during emergency • Pending Committee Review • Training
Develop 5 year action/strategic plan	The construction of a Police Department strategic plan 2014 / 2018 Has been completed. Pending committee review
Public Safety Committee Meeting	April 12, 2016 at 6:30 pm

SPECIAL PROJECTS	
Early Outdoor Warning Systems	Starting to gather information about vendors and types of programs.
SABA Training	Training set for April
Annual Fire Arms Qualifications	Set for April

ACTIVITIES / PERFORMANCE MEASURES	
Calls For Service	315 (96% in city,4 % outside city)
BREAKDOWN OF TYPE OF CALLS FOR SERVICE	
Average response time	3:57
Offenses	3
Arrests	2
Motor Vehicle Accidents	12
Alarm Calls	9 (5 residential,3 business, 1 fire)
Citations	44
Warning Citations	10
Violator Contacts	61

Citations Chart (54 Total Citations)		
Number of Citations	Charge	Location
1	Speed	I-35
2	Wrong way	Stagecoach Road
14	Speed	Stagecoach Road
1	No Insurance	I-35
1	Expired Driver's License	I-35
1	Fail to Control Speed	I-35
4	Use of Wireless Comm. In school zone	Thomas Arnold at West Village
9	Speed	West Village
1	Unrestrained Child	I-35
3	Speed	Main Street
4	Expired Registration	Thomas Arnold
	Speed	Thomas Arnold
1	Disregard Stop Sign	2268 at Stagecoach
2	Fail to Yield Right of Way	I-35 Robertson Exit
1	No Driver's License	West Village
2	Drove left of Center	Stagecoach Road
1	Disregard Stop Sign	Mill Creek at Main
2	Speed	Robertson
3	Defective Equipment	Stagecoach Road
1	Expired Registration	Stagecoach Road
CONTINUING PROGRAMS		
House watch	Physically check the house while Citizen is out of town	Positive feedback from citizens



Salado Fire Department

P.O. Box 503

Salado, Texas 76571

Tel. 254-947-8961 • Fax 254-947-1006

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

In the Village

10 - EMS

6 - Fire Calls

16 - MVA

County calls

29 - EMS

10 - Fire

12 - MVA

Shane Berrier

Fire Chief, Salado Vol. Fire Dept.

Salado Chamber of Commerce/Tourism Bureau 2016-2017 ACTION PLAN UPDATE – April 7, 2016

CATEGORY	DESCRIPTION	CURRENT STATUS	EXPECTED OUTCOME
Chamber	Mixers	Bloomers Trailers – Fall date, tbd	Increase Ambassador and other business attendees to show support; reinforce open communication and Chamber programs
Chamber	Quarterly Breakfast	Upcoming: 1. Business Media Package Program – June 1, 2016 2. Social Media and Growing Your Business – date TBD	Providing quality programs that can directly impact business growth and profit should support the overall Chamber program and goals
Chamber	Ambassador Program	Added three new Ambassadors in the month of March to the program; March 28 meeting had Jill Shipman with PALS program on art in village	Increased program participation will assist with volunteer needs in chamber/tourism office as well as representation in community; Shipman presentation part of MOU for receiving \$2,800 grant
Chamber	Event(s)	1. Wildflower Weekend includes Spring Pub Crawl, Edgy Art Competition and arts and crafts fair – April 1-3, 2016; 2. Art Fair—work has begun with committee for 50 th anniversary 3. Pocket Music Series – 2 nd Saturday; April – Sept.	<ol style="list-style-type: none"> 1. Expect to meet (possibly exceed) budget net of \$2,500 after expenses; currently tracking about like last year; 2. Desire to “return to the roots” of the fair and make it really big 3. Bring “experience” to the Village with music to coincide with other Village Music (Lone Star Series)-co-market with those entities
Chamber	Visitor’s Guide	Delivered to Chamber/Tourism 3/29/16 – met Q1 delivery goal	To be used by lodging, merchants, restaurants etc. for visitors; mailed out from postal requests on Tour Texas and from e-mail/calls; given out at Visitor Center
Chamber	Open House/Program of Work	Picking a date (work around events) to have an open house to present 2016-17 Program of Work and “benefit” of Chamber membership	Get more Chamber members
Chamber/Tourism	Website Revamp	Logo designed, top level navigation complete, creating drop down menus, copy being written in house; gathering demographic data on Salado, high resolution photos being taken as Village “green’s up”	Revamped site will be up by time construction and Stagecoach Restaurant open, part of big marketing push for these two qualifying event– Goal date of no later than June 15 th

Salado Chamber of Commerce/Tourism Bureau 2016-2017 ACTION PLAN UPDATE – April 7, 2016

Tourism	Venue Plan	Data gathering continues; set meeting with lodging properties to discuss how to work together if large group	Use for direct marketing for tours, meetings etc.
Tourism	Destination Central Texas	Regional tourism group working to attract regional meetings	Bring meetings to the region where multiple hotels and multiple cities in the region can benefit; 2017 Harley Davidson rally has committed
Tourism	Grand Central Texas Economic Development	Participating with Temple, Killeen, Waco and Belton	Regional Economic Development group promoting business and industry in the region----participate as it relates to clean business and tourism
Chamber/Tourism	Groups In town	Group of 30 doing a photo shoot in and around Salado and staying one week at HIE; worked with HIE on "Welcome" Packets	Provide stellar experience so repeat coming and spread the word
Chamber/Tourism	Visitor's Center	Receive and talk with Visitor's – picking up as weather warms	Supply them with information, directions and a "welcome"
Chamber Tourism	Balance of FY 2016 Marketing Plan	Complete and available to anyone for review	Enforce Salado brand, bring in tourism dollars; big push in conjunction with Stagecoach restaurant opening and road construction completion

Village of Salado, Texas
Board of Aldermen
Minutes
Special Called Meeting and Workshop
6:30 p.m. Thursday, March 10, 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.

I. Call to Order.

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

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

II. Reports.

Mayor Blancett invited Jack Hensley, Chief of Police, to introduce two new officers.

He then reported on flooding in the north part of the Village and announced a community meeting for the citizens in the affected area, the Hidden Glen development, James Construction, and TxDOT to take place at 6:30 p.m. Tuesday, March 15, in the Municipal Building.

He reported on the visit with the Governor's staff in conjunction with the Salado Chamber of Commerce, regarding loss of income caused by the construction of Interstate 35. He said the Salado contingent asked for \$3 million in reparations.

Environmental Committee: No report; covered in Mayor's report.

ETJ / Annexation Committee: Administrator Foutz reported that the Salado Independent School District asked for a cost estimate for joining the sewer system.

Ordinance Committee: Alderman Williams reported that the Committee and Administrator Foutz will start a review of the Subdivision Ordinance soon.

Main Street Committee: Mayor Pro Tempore Brown reported that Administrator Foutz had a positive meeting with TxDOT in Waco recently regarding the possibility of free engineering for Main Street.

Street Improvements Committee: No report; covered in the Mayor's report.

Wastewater Committee: Administrator Foutz reported that the Village must purchase testing equipment that did not come with the plant. The plant operator was using his own equipment for testing, but now that he is no longer the operator, the Village must buy the equipment.

III. Proclamations / Special Recognition.

None.

IV. Public Comments.

3. Lawrence Kridler, 3422 Chisholm Trail, addressed the need for a speed bump on his street and asked for a high-water flip sign for his neighborhood.

Linda Reynolds, 507 Santa Rosa, asked if the Village has received the deed for the six acres and the TCEQ permit for the wastewater plans from Billie Hanks as part of the Sanctuary deal.

V. Consent Agenda.

4. Consider approving the Consent Agenda items:
 - a. Minutes, March 3, 2016, Regular Meeting.
 - b. A resolution (R-2016-139) amending Resolution R-2016-134, Establishing Committees and Advisory Boards, and the Policy for Village of Salado Committees and Advisory Boards.

Alderman McDougal made a motion to approve the Consent Agenda as presented. Alderman Coachman seconded. The motion carried unanimously.

VI. Regular Agenda.

5. Presentation and possible action on a request to accept and endorse a proposal for an Eagle Scout project for installation of reflectors on fire hydrants and maintaining a travelers stop at Stillhouse Hollow Lake.

Mayor Blancett invited Eagle Scout candidate Ian Deakins to the dais to explain his proposed project to place/replace reflectors on the fire hydrants in the Village. He has eliminated the travelers' stop at Stillhouse Hollow Lake.

Alderman Coachman made a motion to accept and endorse the proposal for an Eagle Scout project to place/replace reflectors on Village fire hydrants. Alderman McDougal seconded. The motion carried unanimously.

6. Consider a request by Salado United Methodist Church for waiver of the pavilion rental fee in the amount \$150 for a sunrise service on Easter, March 27, 2016.

Administrator Foutz explained that the Pace Park Ordinance does not allow a waiver of fees by administration; approval must be granted by the Board of Aldermen.

Mayor Pro Tempore Fred Brown made a motion to approve a request by Salado United Methodist Church for waiver of pavilion rental fee in the amount of \$150 as presented. Alderman Williams seconded.

There was discussion about what constitutes a community event. It was decided that the ordinance committee will review the Pace Park Ordinance to determine what sort of events qualify for waiver of fees. .

The motion carried unanimously.

The Mayor closed the Regular Session at 8:20 p.m. and opened the Zoning Board of Adjustments meeting.

VII. Zoning Board of Adjustments.

7. Hold a public hearing and consider variances from Sections 5.3C1 and 5.3C3, Fences in Residential Areas, of the Zoning Ordinance for a residential fence and vehicular access gate located in the front yard at 248 Van Bibber.

Administrator Foutz explained the request to put a three-rail vinyl fence 9 feet from the road and an access gate in the front yard. She also discussed the responses from property owners within 200 feet of the request.

Mayor Blancett opened the public hearing at 7:29 p.m.

Roy Robinson, property owner, explained the request and his plans to sell 1½ acres as single family and retain the rest of the acreage and build a home there.

Mayor Blancett made the second call for speakers at 7:34 p.m.

Darlene Walsh, 1110 Mill Creek Drive, thanked Mr. Robinson for cleaning up an eyesore on the property and asked what type of fence would be erected.

Mayor Blancett made the third call for speakers at 7:35 p.m. He closed the public hearing at 7:36 p.m.

Alderman Coachman made a motion to approve variances from Sections 5.3C1 and 5.3C3, Fences in Residential Areas, of the Zoning Ordinance for a residential fence and vehicular access gate, of 248 Van Bibber, striking the words "located in the front yard". Alderman Dankert seconded.

There was discussion about the width of the road and the proximity of fences to the road along Van Bibber.

Alderman Coachman amended his original motion to include Section 5.3C2. Alderman McDougal seconded.

The amended motion carried by a vote of 4-1 (Alderman Williams).

The Mayor closed the Zoning Board of Adjustments meeting at 7:50 p.m.

VIII. Executive Session.

8. Evaluation of the Chief of Police as authorized by Texas Government Code §551.074, Personnel Matters.

The Board of Aldermen adjourned to Executive Session at 7:56 p.m. The Executive Session ended at 8:42 p.m.

Alderman Dankert made the motion to adjourn the meeting. Alderman Williams seconded. The motion carried unanimously.

The meeting was adjourned at 8:43 p.m.

Skip Blancett, Mayor

Mary Ann Ray, Village Secretary

BOARD OF ALDERMEN
AGENDA ITEM MEMORANDUM

4/7/16
Item #6b
Consent Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Consider the purchase of fence materials for the Stagecoach Wastewater Treatment Plant in an amount not to exceed \$1,700.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: Wastewater treatments plants are required by both the TCEQ and Homeland Security Administration to have a surrounding fence of specific height. The Stagecoach Wastewater Treatment Plant currently is partially fenced with 6' x 8' chain link panels. To fully encircle the treatment plant as required by law, the Village must purchase an additional 15 panels at \$88 each. Installation will require the purchase of 10 posts and the required hardware to complete the fence. The Maintenance Supervisor will install the additional fencing.

Quotes were received as follows:

American fence and Supply:	\$88 per fence panel / \$1,320.00	Local – no shipping
Hoover Fence Co.	\$98.54 per panel / \$1,478.10	Plus shipping
Tractor Supply	\$84.99 per panel / \$1,274.85	Local – no shipping

FISCAL IMPACT: This purchase assumes \$1320 for cost of fence panels. Proposed purchase of panels, PLUS poles and accessories is \$1,700 and will be charged to the Stagecoach WWTP account.

ATTACHMENTS:

n/a



E-STORE

[Afence.com Home](#)

[E-Store Home](#)

[Shopping Cart](#)

[Call Us](#)

Georgetown, TX Phone:

1-512-930-4000

League City, TX Phone:

Search: Enter SKU or keyword [Advanced search](#)

Categories

- ▶ Holiday Gift Items
- ▶ Concrete Steps
- ▶ Fencing
- ▶ Metal Supplies
- ▶ Gates
- ▶ Gate Operators
- ▶ Farm & Ranch Supplies
- ▶ Tanks - Water & Septic
- ▶ Dog Kennels/Supplies
- ▶ Tools
- ▶ Hardware
- ▶ Trailers
- ▶ Trailer Parts & Accessories
- ▶ Hand Rail Fittings
- ▶ Live Animal Traps
- ▶ Earth Anchors & Tie Downs
- ▶ Culverts
- ▶ AllItemsForSaleNoCa

Special

- Gift certificates
- Sitemap
- Products Map

Help

- Contact us
- Privacy statement
- Terms & Conditions

Home :: [Dog Kennels/Supplies](#) :: [Chainlink](#)
[Dog Kennels](#) :: 8x6' KENNEL PANEL PL

[Printable version](#)

8x6' KENNEL PANEL PL

[← Previous product](#) | [Next product →](#)



[View detailed images](#)
(1)



8' Wide x 6' Tall Deluxe Dog Kennel Panel.

Specifications for Portable Kennels:
 --12 Gauge Hot Dipped Galvanized Chainlink Fabric
 --1 3/8" .047 Wall Galvanized
 --Tubing for the Top, Bottom, & Middle Rails
 --Additional Vertical Brace On 12',14' & 16' Wide Panels
 --9 Gauge Aluminum Tie Wires

Details

SKU	030DKP86
Weight	55.00 lbs
Other Information	Kennel Panels May Be 6" Shorter Than Stated Width. If you need an exact size, please provide exact measurements to see if we can accommodate you.

Our price: \$88.00

Options

Quantity

Your cart

Cart is empty

Authentication

Sign in
Register
Forgot password?

Recently Viewed

 [8x6' KENNEL PANEL PL](#)
\$88.00

Send to friend

Your name: *

Your email: *

90'
\$1,320 fence panels

Hoover Fence



CL-TP-614-1V	6'H X 14'W Temporary Fence Panel, 11-1/2 ga. Chain Link, 1 Vertical Brace	65 lbs	\$ 119.75	Add to Cart
CL-TP-614-1V-G	6'H X 14'W Temporary Fence Panel, 11-1/2 ga. Chain Link, 1 Vertical Brace - With Walk Gate	80 lbs	\$ 219.75	Add to Cart
CODE	DESCRIPTION	WEIGHT	PRICE	VIEW CART
Chain Link Temporary Fence Panels - 1 Vertical Brace and 1 Horizontal Brace				
CL-TP-68-1V1H	6'H X 8'W Temporary Fence Panel, 11-1/2 ga. Chain Link, 1 Vertical Brace and 1 Horizontal Brace	60 lbs	\$ 98.54	Add to Cart
CL-TP-68-1V1H-G	6'H X 8'W Temporary Fence Panel, 11-1/2 ga. Chain Link, 1 Vertical Brace and 1 Horizontal Brace - With Walk Gate	75 lbs	\$ 198.54	Add to Cart
CL-TP-610-1V1H	6'H X 10'W Temporary Fence Panel, 11-1/2 ga. Chain Link, 1 Vertical Brace and 1 Horizontal Brace	68 lbs	\$ 110.47	Add to Cart
CL-TP-610-1V1H-G	6'H X 10'W Temporary Fence Panel, 11-1/2 ga. Chain Link, 1 Vertical Brace and 1 Horizontal Brace - With Walk Gate	83 lbs	\$ 210.47	Add to Cart
CL-TP-612-1V1H	6'H X 12'W Temporary Fence Panel, 11-1/2 ga. Chain Link, 1 Vertical Brace and 1 Horizontal Brace	75 lbs	\$ 122.41	Add to Cart
CL-TP-612-1V1H-G	6'H X 12'W Temporary Fence Panel, 11-1/2 ga. Chain Link, 1 Vertical Brace and 1 Horizontal Brace - With Walk Gate	90 lbs	\$ 222.42	Add to Cart
CL-TP-614-1V1H	6'H X 14'W Temporary Fence Panel, 11-1/2 ga. Chain Link, 1 Vertical Brace and 1 Horizontal Brace	83 lbs	\$ 134.34	Add to Cart
CL-TP-614-1V1H-G	6'H X 14'W Temporary Fence Panel, 11-1/2 ga. Chain Link, 1 Vertical Brace and 1 Horizontal Brace - With Walk Gate	98 lbs	\$ 234.34	Add to Cart
Other Components				
S-TEMP	Panel Stand	10 lbs	\$ 32.32	Add to Cart
RF-30005	Ground Base - Yellow (ship quote req'd)	8 lbs	\$ 20.00	Add to Cart
RF-70005	30" Spike Anchor for Ground Base - Yellow (ship quote req'd)	5 lbs	\$ 11.25	Add to Cart
CL-SC-133	Saddle Clamp 1-3/8" x 1-3/8" 12 gauge galvanized	0.28 lbs	\$ 0.96	Add to Cart
CL-CB-5114H	Carriage Bolt/Hex. Nut 5/16" x 1-1/4"	0.05 lbs	\$ 0.18	Add to Cart

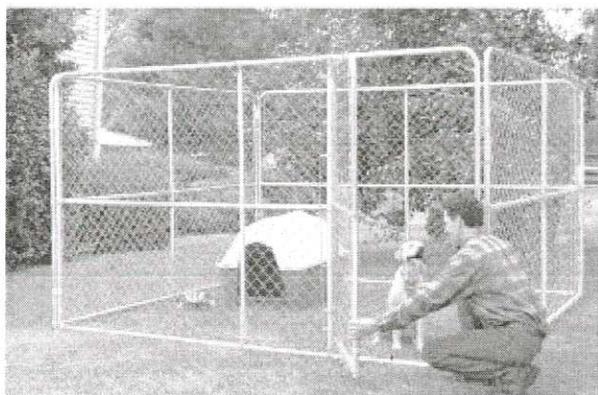


STEPHENS PIPE & STEEL PREFERRED KENNEL EXPANSION PANEL, 10 FT. X 6 FT.

\$79.99 SKU #360653899

Build your own custom kennel or expand your existing Stephens Pipe & Steel kennel with the Preferred Kennel Expansion Panel. Constructed from rust resistant, galvanized steel tubing and chainlink fabric to stand up to the most severe weather conditions, the expansion panel makes expanding or dividing your kennel easy and affordable.

- Single 10 ft. wide X 6 ft. high Expansion Panel
- A complete kennel requires 3 Expansion Panels and 1 Gate Panel (SKU 3606546)
- 1/2" wrench need for assembly
- 2 clamps per corner included
- Grow your dog's home with expansion panels and gates
- Pre-assembled panel with vertical and horizontal bracing
- Rust-resistant galvanized steel construction
- 15 minute set-up
- 1 year limited warranty



\$1,199.85 + shipping

84.99

Specification	Description
Brand:	Stephens Pipe & Steel
Height:	6 ft.
Kennel Type:	Chain Link
Pet Size:	All
Pet Type:	Dog
Product Type:	Kennels
Usage:	Outdoor
Warranty:	1-Year Limited
Width:	10 ft.
Wire Gauge:	12.5 ga.
Manufacturer Part Number	DKA01006

BOARD OF ALDERMEN
AGENDA ITEM MEMORANDUM

4/7/16
Item #6c
Consent Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Consider a Professional Services Contract with KPA Engineers, Inc., for preparation of a permit renewal application for the Stagecoach Wastewater Treatment Plant in the amount of \$5,400.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: TCEQ requires renewal of wastewater permits every five years. Bill Lawson, the individual who is providing operational technical advice to the Village, indicated that the nature of the application requires it to be completed by an engineer. KPA will prepare the application and attachments. This contract does not include costs for required effluent sampling and lab analysis; TCEQ administrative costs; attendance at TCEQ public hearings or meetings with TCEQ staff; costs associated with public notices in the newspaper; or costs associated with translating documents into other languages. Lab samples are required to test for pollutants and are expected to cost the Village \$500 to \$1,000; these samples will be obtained by the plant operator. Engineers for KPA have indicated that meeting face-to-face with TCEQ will not likely be necessary.

FISCAL IMPACT: This is not a budgeted item. \$5,400 plus associated costs of testing and other potential requirements listed above will be charged to Line Item #5455 (Permits) of the Stagecoach Wastewater Plant account. This expense will likely affect the amount of funds that must be transferred from the General Fund to this account.

ATTACHMENTS:

- Contract for permit renewal of Stagecoach Wastewater Treatment Plant



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

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

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

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

March 1, 2016

Ms. Kim Foutz
Village Administrator
301 N Stagecoach Road
Salado, Texas 76571

Re: Stagecoach Wastewater Treatment Plant
2016 Permit Renewal Application

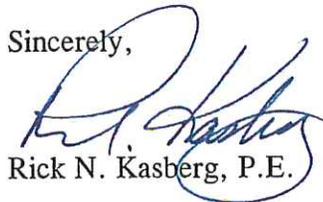
Dear Ms. Foutz:

This letter proposal is in response to your request for engineering services required to prepare the TCEQ Permit Renewal Application for the Stagecoach Wastewater Treatment Plant. Our scope of work will include collection of lab analysis reports, preparation of numerous exhibits and submitting the required forms by TCEQ for the renewal application.

The charges for our services and providing six (6) executed copies of the application and attachments (3 copies for TCEQ and 3 for the City) will be \$5,400. Our charges do not include cost for required effluent sampling and lab analysis, TCEQ administrative cost for processing the application, attending public hearings or meetings with TCEQ staff members, and cost associated with public notices in the local newspapers. Also, our costs do not include cost that may be required in translating any public notices into a foreign language (Spanish). Effluent grab samples will need to be obtained by your plant operator and analyzed for the pollutants listed on the attached page (11 of 76) from the TCEQ Permit Renewal Application. We anticipate the lab analysis cost to be in the magnitude of \$500 to \$1,000. We do not anticipate the need for attending any TCEQ Public Hearings and/or face to face meetings with TCEQ Staff. In the event our services are required for such meetings we suggest that this time be billed under our existing General Services Agreement.

If you are in agreement with this letter proposal, please execute below and return one copy to us for our records.

Sincerely,



Rick N. Kasberg, P.E.

RNK/crc

Approved and Accepted on this _____ day of _____, 2016.

Authorized Signature

Attest

8. Pollutant Analysis of Treated Effluent

(Instructions, Page 57)

Provide an analysis of the treated effluent for the following pollutants (data must be sampled within 1 year of application submission) in the table below. Effluent data is not required for new permit applications unless the facility is in operation. For **water treatment facilities** discharging filter backwash water, use the second table below.

Table 1.0(5) - Pollutant Analysis for Wastewater Treatment Facilities

Pollutant	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
CBOD ₅ , mg/l					
Total Suspended Solids, mg/l					
Ammonia Nitrogen, mg/l					
Nitrate Nitrogen, mg/l					
Total Kjeldahl Nitrogen, mg/l					
Sulfate, mg/l					
Chloride, mg/l					
Total Phosphorus, mg/l					
pH, standard units					
Dissolved Oxygen, mg/l					
Chlorine Residual, mg/l					
<i>E. coli</i> (colonies per 100ml) freshwater					
Enterococci (colonies per 100ml) saltwater					
Total Dissolved Solids, mg/l					
Electrical Conductivity, μ mohs/cm					
Oil & Grease, mg/l					
Alkalinity (CaCO ₃), mg/l					

Table 1.0(6) - Pollutant Analysis for Water Treatment Facilities

Pollutant	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Total Suspended Solids, mg/l					
Total Dissolved Solids, mg/l					
pH, std. units					
Fluoride, mg/l					

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

4/7/16
Item #6d
Consent Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Consider the award of a bid to PrimeSpec Construction for a blower unit and associated installation expenses for the Stagecoach Wastewater Treatment Plant in the amount of \$31,556.00.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: Wastewater treatment plants are required by law to maintain two functional blower units, one in everyday use and one as a viable backup. One of the blowers at the Stagecoach Wastewater Treatment Plant has failed and needs replacement. In consultation with our operations consultant, the Village staff has obtained two bids as outlined below. We were unable to identify more than one manufacturer that will perform the install. We believe that the bid should include installation in order to best protect the Village with warranty.

- ETT (no installation): \$17,290.00 (installation is typically 100% of the equipment cost or \$17,290 for a total project cost of \$34,580)
- PrimeSpec (with installation): \$31,556.00

FISCAL IMPACT: \$31,556 for the purchase and installation of a lower unit

ATTACHMENTS:

- Bids for blower units



PrimeSpec Construction, LLC
4750 Ranch Road 1869
Liberty Hill, Texas 78642
Charlie Carlisle Marigold Carlisle
737-600-3182 737-600-3190
Email:
charlie@primespeconstruction.com
marigold@primespeconstruction.com

Date: February 27, 2016
Proposal No. PSC103

Attn: Bill Lawson

RE: City of Salado – Village of Salado WWTP Blower Replacement

Mr. Bill Lawson,

PrimeSpec Construction LLC would like to take the opportunity to thank you for the opportunity of providing a proposal for the below mentioned Project for your consideration.

Proposed Blower Replacement at the Village of Salado Waste Water Treatment Plant: To replace one existing Blower and an option to have an additional back up Blower installed.

Situation that needs immediate attention: Information is based on our site visit to view and quote replacing the existing Centrifugal Blower. A visual inspection, at the present time, shows only one of the existing Blowers to be operational. The existing operational Blower has mechanical issues and is running on borrowed time. The other Blower is inoperable, the motor has been removed. Based on the visual inspection, it was a bearing failure due to a high level of operating temperature - discolor inlet volute and impeller drag.

Description of Equipment: The existing centrifugal is a Gardner Denver model. This model is no longer available and parts are either difficult to find or non-existent. It is a very costly repair. In addition to mechanical problems, this blower is operating with a maximum design curb and is exceeding limits.

Suggested Resolution: I suggest, replacing one or both blowers with a positive displacement blower of which allows additional pressure and flow range to support the air delivery to the wastewater treatment process.

Date: February 27, 2016

Proposal No. PSC103

The Positive Displacement Blower will be equipped with a Variable Frequency Drive to regulate the air flow for the Wastewater Treatment plant process. The Blower Skid will be equipped with a sound enclosure to reduce noise levels to a manageable level.

Scope of work:

- 1) Removal of the existing blower equipment. All equipment removed will remain on-site for the owner for salvageable value.
- 2) Provide and install new positive Displacement Blower package with a sound enclosure. Kaeser Model BB 69 C blower size for 176 cfm and 6.0 psig discharge. The following will be included with the unit of one blower:
 - a. Rotary, Tri-Lobe positive displacement blower
 - b. 7 ½ hp Blower Motor
 - c. V-Belt drive with guard and automatic belt tensioning
 - d. Inlet Filter and silencer with washable filter
 - e. Pressure relief valve and discharge check valve
 - f. Sound enclosure with ventilation fan
 - g. Outdoor Weather Hood
- 3) Provide the required fittings, pipe, coupling and gaskets to reconnect the blower to the existing air header.
- 4) Remove existing Full Voltage Starter and install Variable Frequency Drive with Enclosure that is located near the exist WWTP Control Panel. The new install will be a Variable Frequency Drive control panel rated for an exterior installation; the enclosure includes a filter forced air ventilation. The Variable Frequency Drive will also be equipped with an on and off switch and speed control.
- 5) Install conduit and conductor from VFD Panel to the Blower for the motor and the forced air ventilation for the sound enclosure.
- 6) Provide start-up and testing for the Blower Equipment and Electrical.

Cost: Blower replacement for first package complete install and operational sum amount \$31,556.00 Thirty one thousand five hundred fifty six dollars. Blower replacement for second package complete install and operational lump sum amount \$30,665.00 Thirty thousand six hundred and sixty five dollars.

Length of project:

Estimated time for completion of first Blower package will be four to five weeks. The second Blower package will be thirteen to fifteen weeks. This is all based on Blower delivery which is beyond control Primespec Construction.

Please be advised PrimeSpec Construction LLC work hours require 12 hour days to include weekend activities to expedite installation and render operation of first blower package.

NOTE: PrimeSpec Construction recommends replacement of both blowers. The existing blower of which is presently operating, should be replaced at this time, due to possible failure. Replacement of both would insure compliance with TECQ regulator rules. We realize that this is an owner option, may be funding issues and/or get more beneficial used of existing blower.

Conclusions:

Inclusion:

1. Provide four copies of the O&M manual for the new purchased equipment for the owners use.
2. Mobilization and demobilization.
3. Construction debris removal of material during Blower replacement with exception of salvageable equipment to remain on site.

Exclusion:

1. Disposal of domestic wastewater and sludge.
2. PrimeSpec Construction will not be responsible for construction permits and or fees. The Owner will make arrangements to obtain and provide payment for permits and fees if required.
3. Prime Spec Construction is not held liable for any/all fines that TECQ may impose on Owner due to the present conditions or future condition of the Wastewater Plant operation. Example: but not limited to the water quality and sludge handling process.
4. No special protective coating will be provided. All materials and equipment will be equipped with manufacture standard coating.
5. If needed, the owner will provide construction water and owner will dispose of as required.

If you should have any questions or concerns, please contacts Charlie Carlisle at the number provided above or email him at Charlie@primespecconstruction.com.

Thank You,



Charlie Carlisle



Environmental Treatment Technologies, Inc.

February 24, 2016

Bill Lawson
Village of Salado WWTP

Reference: Blowers and Accessories

Mr. Lawson:

Enclosed is our proposal describing the equipment and associated services we can provide for the project above. All information contained within the proposal shall remain the sole property of Environmental Treatment Technologies, Inc. (ETT), in conformance with the copyright laws and regulations of the United States. The data provided herein is furnished on a restricted basis and may not be used in any way detrimental to the interests ETT.

Additional information regarding this proposal can be obtained from:

Derek M. Shires
Environmental Treatment Technologies, Inc.
phone: (512) 940-2393
email: Derek.Shires@ett-inc.com

In the event that a purchase order is issued to ETT, the attached proposal and the "*General Terms and Conditions*" shall be made essential parts of the purchase order. Any purchase order submitted to ETT is subject to acknowledgment and acceptance by ETT.

Sincerely yours,

Derek M. Shires

Derek M. Shires
Environmental Treatment Technologies, Inc.

Enclosure



PROPOSAL

We propose to provide the following items of equipment and associated services at the prices indicated and in accordance with the "General Terms and Conditions of Sale", which in the event of a purchase order to Environmental Treatment Technologies, Inc., will become an integral part of that order.

ITEM I - Kaeser Quickship Blower

One (1) - Kaeser Model BB 69 C blower sized for 176 cfm and 6.0 psig discharge. The following will be included with the blower:

- Rotary, Tri-Lobe positive displacement blower.
- 7 1/2 hp Blower Motor.
- V-Belt drive with guard and automatic belt tensioning.
- Inlet filter and silencer with washable filter.
- Discharge silencer.
- Pressure relief valve and discharge check valve.
- Sound Enclosure with ventilation fan.
- Outdoor Weather Hood.

One (1) - Lot of 3" discharge piping to connect the new blower to the existing 3" air piping.

One (1) - Lot of Controls for the new blower, including:

- VFD for the blower motor. To be mounted external to the existing control panel.
- Starter for the enclosure fan. To be mounted in the existing control panel.

PRICE Total price for ITEM I, described above, is \$17,290.00.

ITEM II - Kaeser Blower

One (1) - Kaeser Model BB 69 C blower sized for 176 cfm and 6.0 psig discharge. The following will be included with the blower:

- Rotary, Tri-Lobe positive displacement blower.
- 7 1/2 hp Blower Motor.
- V-Belt drive with guard and automatic belt tensioning.
- Inlet filter and silencer with washable filter.
- Discharge silencer.
- Pressure relief valve and discharge check valve.
- Sound Enclosure with ventilation fan.
- Outdoor Weather Hood.

One (1) - Lot of 3" discharge piping to connect the new blower to the existing 3" air piping.

One (1) - Lot of Controls for the new blower, including:

- VFD for the blower motor. To be mounted external to the existing control panel.
- Starter for the enclosure fan. To be mounted in the existing control panel.

PRICE Total price for ITEM II, described above, is \$16,515.00.



TERMS AND CONDITIONS

PRICING TERMS AND CONDITIONS

Prices are based on the **RECEIPT OF AN ACCEPTABLE PURCHASE ORDER** within 60 days from the **PROPOSAL DATE**. If not, prices are subject to adjustment at that time.

Pricing is based on the following terms of payment:

<u>Condition</u>	<u>Amount of Invoice</u>
Shipment of Equipment:	90 % of Total Price
Startup of Equipment:	10 % of Total Price

THERE IS NO RETAINAGE ALLOWED ON THIS PROPOSAL.

All invoices are due and payable within **THIRTY (30) DAYS** of the invoice date. Purchaser shall be obligated to pay said invoices even if the Purchaser is not paid by the Owner, provided the reason for such non-payment is unrelated to the performance of Environmental Treatment Technologies, Inc.

Environmental Treatment Technologies, Inc.'s. "GENERAL TERMS AND CONDITIONS OF SALE" is attached and made an integral and essential parts of this proposal.

Warranty and service policies are limited to equipment supplied by Environmental Treatment Technologies, Inc. Equipment, which is not integral to Environmental Treatment Technologies, Inc. equipment, will be subject to warranty and service policies of the respective manufacturer.

TAXES

Federal, State or local sales, use or other taxes applicable to this transaction shall be added to the sales price for Purchaser's account.

FREIGHT

All prices are quoted with freight to be prepaid and added to the invoice.

NOT INCLUDED

Unless specifically mentioned in this proposal for inclusion with the proposed equipment, the above price DOES NOT INCLUDE:

- Spare parts.
- Unloading, hauling, or storage.
- Equipment erection or field welding.
- Concrete work, grout, or sealant.
- Field cleaning or field painting.
- Protection against rusting or deterioration due to unprotected storage.
- Piping, valves, or fittings.
- Pipe hangers or supports.
- Lubricating oil or grease.



Environmental Treatment Technologies, Inc.

- Wire, wiring, or conduit.
- Motor starters or controls.
- Electric controls including alarms and signals.
- Any electrical devices not described above.

FIELD SERVICE

Environmental Treatment Technologies, Inc. will provide for the service of a Field Service Representative to inspect the installed equipment and instruct the Owner's personnel concerning operation. Service time will as described in each equipment item above. No reimbursement to the contractor will be allowed for unused service days or trips. Warranty of equipment may be affected or voided if time necessary to provide field service by Environmental Treatment Technologies, Inc. Service Representative is not allowed by the contractor.

Adequate notice, generally two weeks, should be given when scheduling our Field Service Representative. **Startup of the equipment will not commence until 90% of the equipment price has been paid.**

Field Service Representatives can provide additional field service at the rate of \$950.00 per day plus incurred travel and living expenses.

The Purchaser shall have all of the equipment ready for operation including all necessary lubrication prior to requesting service by the Field Service Representative.

If the equipment is not ready for operation and field service when Environmental Treatment Technologies, Inc.'s Field Service Representative arrives at the job site, Environmental Treatment Technologies, Inc. will bill any delays beyond the scheduled amount indicated above. Billing will be at the rate of \$950.00 per day plus incurred travel and living expenses.

For safety reasons, all drive mechanisms and control panels shall be disabled to prevent continuous operation until the system has been thoroughly inspected by the Field Service Representative during startup of the equipment.

General Terms and Conditions of Sale

If accepted by the Buyer, this proposal shall become a binding contract and may then be modified by written agreement only. No statements or understandings relating to the subject matter other than those set forth in this proposal shall be binding on Environmental Treatment Technologies, Inc.

All orders, contracts and quotations are submitted contingent upon occurrence of strikes, accidents, fire, riots, war, Acts of God and any other causes beyond our control. In the event of strikes in our plant or in the plants of our suppliers, we may withdraw this proposal if, in our opinion, such strikes may result in the following:

1. Delay in the delivery of materials and supplies
2. Cancellation by suppliers of materials and supplies
3. Increased prices for materials, supplies and labor

Quoted shipment or delivery dates are based upon current production schedules of the specified equipment after receipt of all approved drawings, together with complete technical data necessary for proper application and state-of-the-art engineering as required by the project. Environmental Treatment Technologies, Inc. will deliver drawings for approval in a timely manner commensurate with our proposal. Environmental Treatment technologies, Inc. will not be liable for liquidated damages or other penalties, either direct or indirect for failure to perform within these estimated dates.

The general conditions of sale items 1 through 9, unless expressly excepted in the proposal, are part of this proposal. Any provisions in the purchase order which are in conflict with or in addition to the provisions provided herein shall become a part of the contract only if affirmatively accepted in writing by Buyer and Seller.

1. WITHHOLDING DELIVERY/PAYMENT

When the ultimate owner is a municipality, and the Seller is protected by a payment bond furnished by the Buyer, Seller may not withhold delivery for any reason except Buyer's cancellation. Buyer may not withhold payments for any reason. If Buyer claims offsetting damages or backcharges, Buyer may demand from Seller and Seller must provide at Seller's cost a payment bond in the amount of the dispute or up to 100% of this contract amount to the Buyer, which bond shall remain outstanding until the disputed amounts are resolved either through the courts or otherwise.

2. PAYMENT

Buyer agrees to pay Seller interest at 2% per month or the highest legal rate on any amount unpaid from maturity and Buyer further agrees to pay Seller all collection or attorneys' fees and court costs incurred; under no conditions will credit be extended beyond ninety (90) days without the applicable statutory and common law liens being filed.

3. CANCELLATION

In the event Buyer cancels the contract or any part thereof, Buyer agrees to reimburse Seller for all reasonable costs incurred, including engineering time expended on pre-approval and approval drawings as well as shop drawings and direct labor with overhead burden, materials and other costs incurred through the date of cancellation, plus a margin of 10% of the contract amount.

4. TAXES

Buyer will pay Seller, in addition to the price stated, the amount of any applicable sales, and gross receipts or other tax which may be imposed on this transaction by the Federal, State, county or municipal government and any subdivision thereof.

5. TITLE AND RISK OF LOSS

Full risk of loss (including transportation, delays, damages and/or losses) shall pass to the Buyer upon delivery of products to the F.O.B. point. Seller retains title, for security purposes only, to all products whether attached to realty or other property, until fully paid for in cash; and the Buyer agrees to perform all acts, which may be necessary to perfect and assure retention of title in the Seller. In the case of failure by the Buyer to make any payment when due, it is expressly understood that it shall be optional with the Seller to take exclusive possession of the products supplied wherever found and remove same without legal process, and that any payments which may have been made on account of same shall be retained by the company as liquidated damages, without prejudice to its right of recovery for further damage it may suffer from any cause.

6. WARRANTY and LIMITATION OF REMEDY and LIABILITY

a. Seller warrants only that the products and parts manufactured, and the work performed by Seller (including installation, construction and startup), will be free from defects in material and workmanship. All claims for defective products or parts under this warranty shall be made in writing immediately upon discovery, and in any event, within one (1) year from shipment of the applicable item unless Seller specifically assumes installation, construction or startup responsibility. All claims for defective work shall be made in writing immediately upon discovery, and in any event, within one (1) year from completion of the applicable work by Seller, such date to be determined exclusive of instruction, startup and inspection work done pursuant to the contract; provided, however, all claims for defective products and parts shall be made in writing no later than eighteen (18) months after shipment. Defective items must be held for Seller's inspection and returned to the original F.O.B. point upon request. **THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.**

b. Any act of the Buyer to alter, modify, or install equipment in a manner contrary to the instructions furnished by the Seller shall serve to void the Seller's warranty on those items altered, modified or improperly installed or unduly impacted by such actions.

c. Upon Buyer's submission of a claim as provided herein and its substantiation, Seller shall at its option either repair or replace its product, part or work at the original F.O.B. point of delivery or refund an equitable portion of the purchase price. Buyer's claim must not include any amount for liquidated damages or other penalties.

d. Notwithstanding the foregoing provisions of this WARRANTY AND LIABILITY Clause, it is specifically understood that products and parts not manufactured and work not performed by Seller are warranted to the extent and in the manner that the same are warranted to Seller by Seller's vendors, and then only to the extent that Seller is reasonably able to enforce such warranty. In enforcing such warranty, it is understood Seller shall have no obligation to initiate litigation unless Buyer undertakes to pay all costs and expenses thereto, including, but not limited to, attorney's fees, and indemnifies Seller against any liability to Seller's vendors arising out of such litigation.

e. THE FOREGOING IS SELLER'S ONLY OBLIGATION AND BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND, EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, THE FOREGOING IS BUYER'S EXCLUSIVE REMEDY AGAINST SELLER FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES. BUYER'S FAILURE TO SUBMIT A CLAIM AS PROVIDED ABOVE SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON LATENT DEFECTS. IN NO EVENT SHALL BUYER BE ENTITLED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY ACTION BY BUYER ARISING HEREUNDER OR RELATING HERETO, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT SHALL BE BARRED.

7. PATENTS

Should the equipment proposed herein incorporate a patent or a concept that results in a patent or a patent application, title to such patent or concept resulting therefrom shall be retained in full ownership of Environmental Treatment Technologies, Inc. and shall be the sole property of Environmental Treatment Technologies, Inc.

8. BACK CHARGES

Seller will not accept any charge for modification, servicing, adjustment or for any other item without authority in the form of a written order issued from the office of Environmental Treatment Technologies, Inc. in advance of doing the work.

9. TERMS of AGREEMENT

The acceptance of this order shall be upon the terms and conditions of this entire proposal which shall take precedence and represent the final agreement between Buyer and Seller notwithstanding any inconsistent, contradictory or other and further terms and conditions contained in Buyer's purchase order or other document furnished by Buyer in connection with this order, whether such document or documents are exchanged simultaneously with this order or prior or subsequent thereto.

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

4/7/16
Item #7
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Presentation, discussion, and possible action on an Ordinance (Ordinance 2016.09) establishing Design Standards for the Sanctuary development.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: On February 18, 2016, the Board of Aldermen passed ordinances 2016.04 (PDD #2) and 2016.05 (PDD #3), establishing zoning for Sanctuary properties. Those ordinances provided that Design Standards would be brought forward at a future date to be approved by the Board of Aldermen. The attached ordinance spells out Design Standards that are in the Master Development Agreement, PDDs, and additional standards. It also adopts the Concept Plan.

FISCAL IMPACT: n/a

ATTACHMENTS:

- Ordinance 2016.09 – Development and Design Standards for Sanctuary Master Planned Community (to be provided before the meeting)

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

4/7/16
Item #8
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Presentation, discussion, and possible action on a Certificate of Acceptance for a Permanent Utility Easement from The Sanctuary for wastewater improvements.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: This item represents the second requirement for the release of the deed and TCEQ permit from escrow in addition to Sanctuary annexation and zoning. The Donation Agreement, signed November 25, 2016, by the Mayor and Billie Hanks Jr., stipulated the following:

1. a duly executed and final effective ordinance adopted by the Village approving a "PD (Planned Development)" zoning designation for that certain real property encompassing approximately 297 acres to be developed as the "Sanctuary Community"; and
2. a duly executed and recorded Access and Wastewater Easement executed by Hanks and by the Village providing the Village with ingress to and from the Land through adjacent lands owned by Hanks, and providing non-exclusive easement rights to the Village for excavating, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing wastewater lines and related appurtenances, and making connections therewith.

Item 1 was completed at the BOA's February 18, 2016, meeting by the adoption of two ordinances: Ordinance 2016.04, approved by a 5-0 vote, and Ordinance 2016.05, approved by a 4-1 vote. Documentation for Item 2 was executed March 25, 2016, by signature of Billie Hanks Jr. Acceptance of the easement and approval of Ordinance 2016-09, which is later in the agenda, will allow the release of the deed and TCEQ permit into the Village's possession.

FISCAL IMPACT: N/A

ATTACHMENTS:

- Permanent Utility Easement and Certificate of Acceptance

**VILLAGE OF SALADO
PERMANENT UTILITY EASEMENT**

**THE STATE OF TEXAS §
 §
COUNTY OF BELL §**

That I Billie Hanks Jr., GRANTOR herein, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the VILLAGE OF SALADO, general law municipality of the County of Bell, State of Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby grant, sell and convey unto the said GRANTEE a permanent and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating wastewater facilities in, into, upon, over, across, under and through all that land in Bell County Texas described as follows, to-wit:

A twenty foot (20') wide Permanent Utility Easement that is setback forty-three feet (43') from the existing property line and then continue that twenty foot (20') utility sewer easement to the sewer plant as shown in red on the attached map more particularly described in *Exhibit "A"*, attached hereto and incorporated herein, and which may be more particularly described in a legal description that may be provided as future Exhibit B,

together with the right of ingress and egress as necessary for such purposes.

GRANTOR covenants and agrees that GRANTOR and GRANTOR's heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under any easements granted herein any temporary or permanent structures, and it is further agreed that GRANTEE shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings, landscaping or other obstructions as may now be found upon said permanent easement regarding GRANTEE'S installation and maintenance of its wastewater service line.

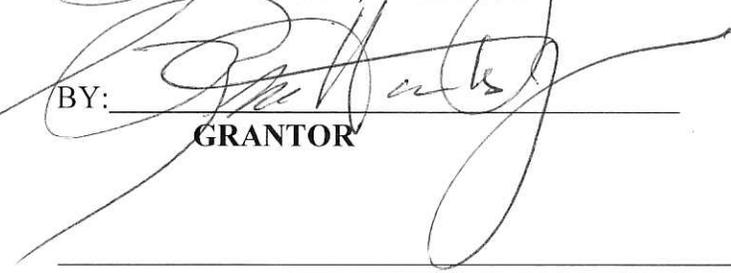
It is further intended that the Permanent Utility Easement herein granted to the GRANTEE shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR'S successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR's chain of title. The Permanent Utility Easement, rights and privileges granted therein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person except for other utility easements crossing the GRANTEE's easement,

preferably such crossings at a ninety degree angle, provided such utility lines placed in these other easements to do not damage or interfere with the operation and maintenance of the GRANTEE'S waste water service line. In that regard, GRANTEE requests and GRANTOR agrees that such other utility easement if for a Dry utility will be seven feet (7') off the centerline of the sewerline and if another utility easement is for a waterline, that all separation distances will meet TCEQ requirements. Additionally, any utility crossing must have a ten foot (10') minimum separation from manholes horizontally.

The GRANTEE shall not unnecessarily disturb the easement beyond what is ordinary and customary to install, operate and maintain GRANTEE's waste water service line and use its best efforts to return the easement to its condition prior to Grantee's use with the understanding that mature landscape will be replanted in a size and caliper customarily stocked at landscape nurseries for transportation and installation.

IN WITNESS WHEREOF, this dedication instrument is executed this
25 day of March, 2016.

BY: 
Billie Hanks Jr., GRANTOR

BY: 
GRANTOR

ACKNOWLEDGEMENT

**THE STATE OF NORTH
CAROLINA, COUNTY OF
TRANSYLVANIA,**

BEFORE ME, the undersigned authority in and for Transylvania County, North Carolina, on this day personally appeared Billie Hanks Jr. known to me or proved to me through TX drivers license (description of identity card or other document) to be the same person whose name is subscribed to the

foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of March, 2016.

NOTARY SEAL


Notary Public, State of North Carolina
Melanie B. Cash
Notary's Name (Printed)
7-19-20
Notary's Commission Expires

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument the _____ day of _____, 2016, from Billie Hanks Jr. to the VILLAGE OF SALADO, has been duly accepted subject to all terms and conditions contained therein, and the Board of Aldermen has consented to recordation of such dedication instrument by its duly authorized officer.

Skip Blancett, Mayor
VILLAGE OF SALADO

Date

ATTEST:

Village Secretary

AFTER EXECUTION BY GRANTOR,
PLEASE RETURN ORIGINAL TO:

VILLAGE OF SALADO
c/o Village Engineer
301 North Stagecoach Road
Salado, TX 76571
Phone: 254-947-5060
Fax: 254-947-5061

AFTER RECORDING, PLEASE RETURN
ORIGINAL TO:

VILLAGE OF SALADO
c/o Village Secretary
301 North Stagecoach Road
Salado, TX 76571
Phone: 254-947-5060

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument the _____ day of _____, 2016, from Billie Hanks Jr. to the VILLAGE OF SALADO, has been duly accepted subject to all terms and conditions contained therein, and the Board of Aldermen has consented to recordation of such dedication instrument by its duly authorized officer.

Skip Blancett, Mayor
VILLAGE OF SALADO

Date

ATTEST:

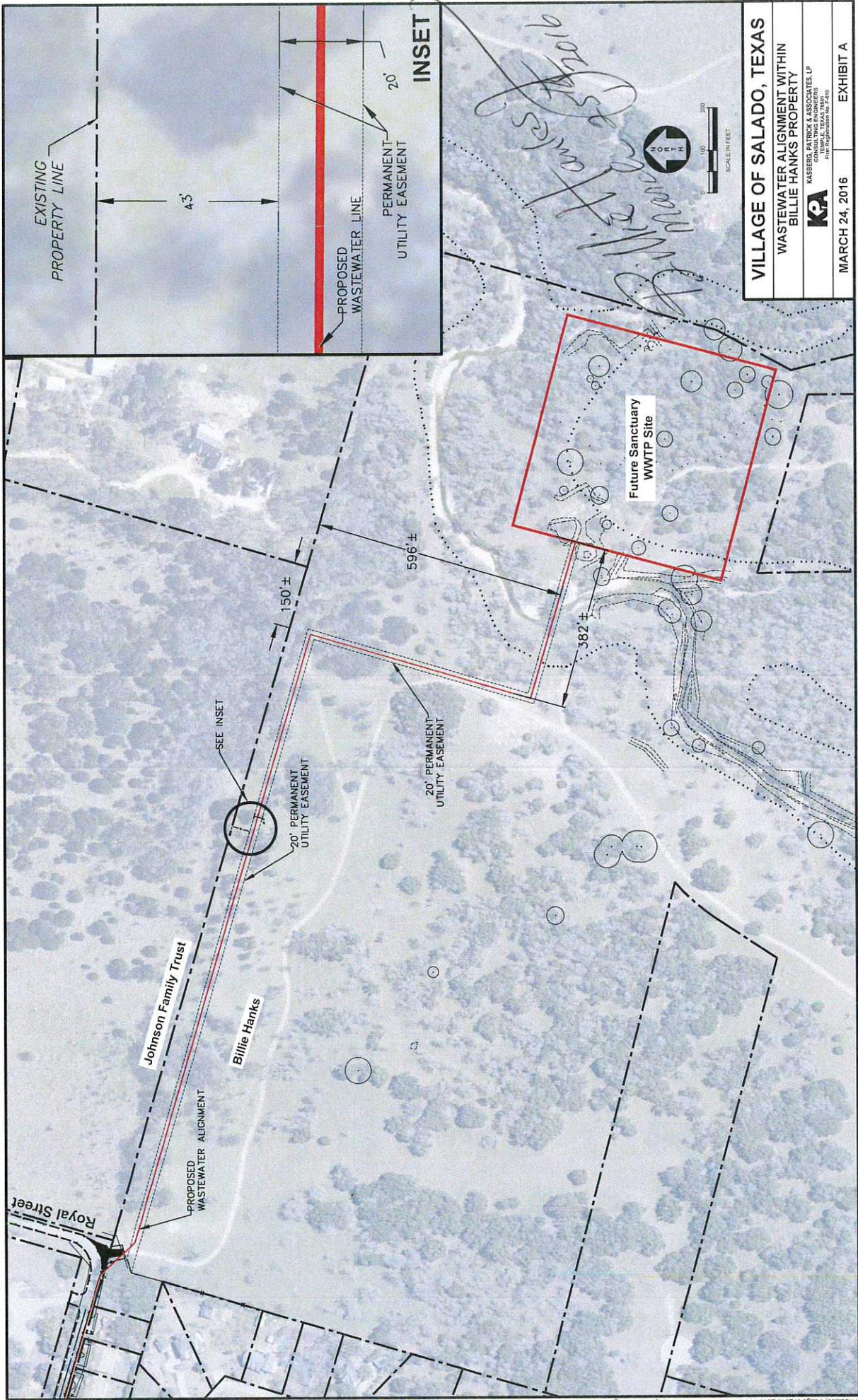
Village Secretary

AFTER EXECUTION BY GRANTOR,
PLEASE RETURN ORIGINAL TO:

VILLAGE OF SALADO
c/o Village Engineer
301 North Stagecoach Road
Salado, TX 76571
Phone: 254-947-5060
Fax: 254-947-5061

AFTER RECORDING, PLEASE RETURN
ORIGINAL TO:

VILLAGE OF SALADO
c/o Village Secretary
301 North Stagecoach Road
Salado, TX 76571
Phone: 254-947-5060



VILLAGE OF SALADO, TEXAS
WASTEWATER ALIGNMENT WITHIN
BILLIE HANKS PROPERTY
KPA
 KASBERG PATRICK & ASSOCIATES, LP
 CONSULTING ENGINEERS
 STATE REGISTRATION NO. 15010
 MARCH 24, 2016
 EXHIBIT A

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

4/7/16
Item #9
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Presentation, discussion, and acceptance of a TCEQ permit from Sanctuary Utility Company Inc./Billie Hanks Jr. for a wastewater treatment plant in accordance with the Donation Agreement, and authorizing the Village Administrator to process and sign any necessary documents and authorizations to execute the permit transfer to the Village of Salado.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: With the passage of Ordinances 2016.04 and 2016.05 at the BOA's meeting on February 18, 2016 (zoning), and the acceptance of the Permanent Utility Easement on April 7, 2016, the TCEQ permit (TCEQ Permit No. WQ0014898001) can be conveyed to the Village of Salado.

FISCAL IMPACT: N/A

ATTACHMENTS:

- Copy of TCEQ Permit No. WQ0014898001



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

TPDES PERMIT NO.
WQ0014898001
[For TCEQ office use only - EPA I.D.
No. TX0125610]

This is a renewal that replaces TPDES
Permit No. WQ0014898001 issued
June 3, 2009.

PERMIT TO DISCHARGE WASTES
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

Salado Utility, Inc.

whose mailing address is

P.O. Box 1737
Midlothian, Texas 76065-1737

is authorized to treat and discharge wastes from the Highlands of Salado Wastewater Treatment Facility, SIC Code 4952

located north of the intersection of Shepard Drive and Farm-to-Market Road 2268, approximately 2,000 feet north from the end of Shepard Drive in Bell County, Texas 76571

to Smith Branch; thence to Salado Creek in Segment No. 1243 of the Brazos River Basin

only according with effluent limitations, monitoring requirements and other conditions set forth in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ), the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does not grant to the permittee the right to use private or public property for conveyance of wastewater along the discharge route described in this permit. This includes, but is not limited to, property belonging to any individual, partnership, corporation or other entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This permit shall expire at midnight, **December 1, 2016**.

ISSUED DATE: May 22, 2013


For the Commission

INTERIM EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Outfall Number 001

1. During the period beginning upon the date of issuance and lasting through the completion of expansion to the 0.3 million gallons per day (MGD) facilities, the permittee is authorized to discharge subject to the following effluent limitations:
 The daily average flow of effluent shall not exceed 0.200 MGD; nor shall the average discharge during any two-hour period (2-hour peak) exceed 417 gallons per minute (gpm).

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Min. Self-Monitoring Requirements</u>	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Report Daily Avg. & Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	Continuous	Totalizing meter
Carbonaceous Biochemical Oxygen Demand (5-day)	5 (8.3)	10	20	One/week	Grab
Total Suspended Solids	5 (8.3)	10	20	One/week	Grab
Ammonia Nitrogen	2 (3.3)	5	10	One/week	Grab
<i>E. coli</i> , CFU or MPN/100 ml	126	N/A	N/A	One/month	Grab

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l and shall not exceed a chlorine residual of 4.0 mg/l after a detention time of at least 20 minutes (based on peak flow), and shall be monitored five times per week by grab sample. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per month by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.
6. The effluent shall contain a minimum dissolved oxygen of 4.0 mg/l and shall be monitored once per week by grab sample.

FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning upon the completion of expansion to the 0.3 million gallons per day (MGD) facilities and lasting through the date of expiration, the permittee is authorized to discharge subject to the following effluent limitations:

The daily average flow of effluent shall not exceed 0.30 MGD; nor shall the average discharge during any two-hour period (2-hour peak) exceed 625 gallons per minute (gpm).

Effluent Characteristic	Discharge Limitations			Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Report Measurement Frequency	Report Daily Avg. & Max. Single Grab Sample Type
Flow, MGD	Report	N/A	Report	Continuous	Totalizing meter
Carbonaceous Biochemical Oxygen Demand (5-day)	5 (13)	10	20	One/week	Grab
Total Suspended Solids	5 (13)	10	20	One/week	Grab
Ammonia Nitrogen	2 (5)	5	10	One/week	Grab
<i>E. coli</i> , CFU or MPN/100 ml	126	N/A	N/A	One/month	Grab

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l and shall not exceed a chlorine residual of 4.0 mg/l after a detention time of at least 20 minutes (based on peak flow), and shall be monitored five times per week by grab sample. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.

3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per month by grab sample.

4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.

5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.

6. The effluent shall contain minimum dissolved oxygen of 4.0 mg/l and shall be monitored once per week by grab sample.

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

4/7/16
Item #10
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Presentation, discussion, approval and acceptance of a Special Warranty Deed for six acres from The Sanctuary, in accordance with the Donation Agreement, for a wastewater treatment plant site and authorizing the Mayor to execute the documents.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: With the passage of Ordinances 2016.04 and 2016.05 at the BOA's meeting on February 18, 2016, and the acceptance of the Permanent Utility Easement on April 7, 2016, the Special Warranty Deed for the six acres designated as a site for the wastewater treatment plant can be conveyed to the Village.

FISCAL IMPACT: N/A

ATTACHMENTS:

- Certificate of Acceptance – Special Warranty Deed
- Copy of Special Warranty Agreement

CERTIFICATE OF ACCEPTANCE

Special Warranty Deed

This is to certify that the interest and real property conveyed by this dedication instrument the _____ day of _____, 2016, from Billie Hanks Jr. to the VILLAGE OF SALADO, has been duly accepted subject to all terms and conditions contained therein, and the Board of Aldermen has consented to recordation of such dedication instrument by its duly authorized officer.

Skip Blancett, Mayor
VILLAGE OF SALADO

Date

ATTEST:

Village Secretary

AFTER EXECUTION BY GRANTOR,
PLEASE RETURN ORIGINAL TO:

VILLAGE OF SALADO
c/o Village Engineer
301 North Stagecoach Road
Salado, TX 76571
Phone: 254-947-5060
Fax: 254-947-5061

AFTER RECORDING, PLEASE RETURN
ORIGINAL TO:

VILLAGE OF SALADO
c/o Village Secretary
301 North Stagecoach Road
Salado, TX 76571
Phone: 254-947-5060

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BELL §

That **BILLIE HANKS, JR.** ("Grantor") has DEDICATED, GRANTED and CONVEYED, and by these presents does GRANT, DEDICATE and CONVEY unto the **VILLAGE OF SALADO**, a Type A general law municipality ("Grantee"), the following real property in Bell County, Texas (the "**Property**"):

Six acres of land, or more, more particularly described by metes and bounds and by sketch, attached hereto as **Exhibit A** and incorporated herein by reference.

GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; OR (ii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

This conveyance is made by Grantor and accepted by Grantee subject to any and all easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Bell County, Texas, or apparent on the Property.

This conveyance is made by Grantor and accepted by Grantee subject to the following additional reservations, restrictions, covenants and conditions:

(1) Authorized Uses. The use of the Property shall be restricted to a municipal wastewater treatment plant and related operations. In the event Grantee ever permanently ceases use of the Property for municipal wastewater treatment purposes, then the use of the Property shall be restricted to public greenbelt, open space, parkland and similar public park, recreational or open space uses.

(2) Buffer Zone: There is hereby established within the Property a buffer zone one hundred fifty feet (150') in width within the exterior perimeter of the Property (the "**Buffer Zone**"). No improvements shall be constructed by or on behalf of Grantee within the Buffer Zone other than the following improvements (the "**Authorized Improvements**"): (i) one or more roads for vehicular ingress and egress to the municipal wastewater treatment plant to be constructed by Grantee within the Property; (ii) subsurface wastewater lines to transport wastewater to the wastewater treatment plant within the Property, and treated wastewater effluent lines to transport treated wastewater effluent from the wastewater treatment plant; (iii) subsurface utility lines; and (iv) a fence or wall of a design and materials reasonably approved by Grantor. Except for the Authorized Improvements, the Buffer Zone shall remain undisturbed, and may not be utilized by Grantee for wastewater treatment or disposal operations, or any other purposes.

(3) Reservation of Easement. Grantor expressly reserves and retains unto Grantor, its successors and assigns, an easement (the "**Easement**") upon, across, over and under the Buffer Zone. The purpose of the Easement is for erecting, constructing, installing, replacing, repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining any and all landscaping, hardscape, walking trails, gardens and composting areas, including improvements to mitigate the impact of Grantee's use of the on the use and enjoyment of adjacent properties, together with all irrigation, walls, fences, paths, ponds, fountains, utilities, pumps, lighting, lines, pipes, conduits and other equipment, improvements and appurtenances related thereto. The Easement shall be subject to the following terms and conditions:

(i) Grantor may cut, trim and control the growth of trees and other vegetation on and in the Buffer Zone which might interfere with or threaten the operation and maintenance of any authorized improvements by Grantor in the Buffer Zone.

(ii) All improvements placed upon or within the Buffer Zone by Grantor shall remain the property of Grantor, except for subsurface treated wastewater effluent lines constructed by Grantor that are dedicated to Village by separate agreement of the parties.

(iii) Grantee expressly subordinates all rights of surface use within the Buffer Zone to the above described authorized Easement uses of said surface by Grantor; provided, however, (i) Grantee's right to construct, own, operate and maintain roads, and wastewater lines, through the Buffer Zone shall prevail over any conflicting use of the Buffer Zone by Grantor; and (ii) any use of the Buffer Zone by Grantor shall be subject to any restrictions imposed by the Texas Commission on Environmental Quality, including any permit issued to Grantee for operation of a municipal wastewater treatment plant within the Property.

(iv) Grantor, together with its successors and assigns, shall retain access to the Buffer Zone at all times.

(v) Grantor, its successors and assigns shall be solely responsible for the design and construction of any improvements constructed by or on behalf of Grantor within the Buffer Zone; the operation, maintenance and repair thereof; and any damages arising from, or related to, the activities of Grantor within the Buffer Zone, or the parties with whom it contracts.

(vi) To the extent authorized by Texas law, Grantee shall indemnify Grantor, its successors and assigns, against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee's agents, employees, representatives, members, guests, volunteers, or contractors in the Buffer Zone.

Grantor and Grantee will have recourse to all rights and remedies in law and equity available to enforce the terms, conditions, restrictions and reservations set forth in this Deed, including, without limitation, the rights of specific performance and mandamus actions to enforce the terms of this instrument.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes pertaining to the Property that may be assessed for calendar year 2015, and for subsequent years.

EXECUTED to be effective the _____ day of _____, 2015.

GRANTOR:

Billie Hanks, Jr.

THE STATE OF _____

§
§
§

COUNTY OF _____

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

Notary Public, State of Texas

ACCEPTED:

VILLAGE OF SALADO

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF BELL

This instrument was acknowledged before me on the ____ day of _____, 2015, by **Skip Blancett**, Mayor of **the Village of Salado**, a Type A general law municipality of the State of Texas, on behalf of said municipality.

Notary Public, State of Texas

After Recording, return to:

Village of Salado
Attn: Kim Foutz
P.O. Box 219
Salado, Texas 76571

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

4/7/16
Item #11
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Consider a Resolution (R-2016-140) authorizing submission of an application for Project Development by the Texas Department of Transportation through the Killeen-Temple Metropolitan Planning Organization for street, stormwater drainage, bicycle lane, on-street parallel parking, and trail design for Main Street.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: The Killeen-Temple Metropolitan Planning Organization has announced a Call for Projects for a program entitled “Project Development Program” on behalf of the Texas Department of Transportation. The purpose of the program is to perform engineering design and to conduct studies necessary to achieve project readiness for future consideration for funding. The selection of projects is a competitive process administered by the KTMPO and is for Fiscal Year 2018 Proposition 1 and Proposition 7 funding.

The scope of the proposed project is to perform studies and develop final engineering plans for new multi-modal trails, stormwater drainage, on- and off-street bicycle lanes and facilities, and on-street parallel parking. NOTE: this is not a request for construction funding, only design. Project submission criteria requires that the project must be an on-system roadway, address mobility or added capacity issues, and be let by August 2018.

The Main Street Committee and the Board of Aldermen have reviewed and support the proposed design concept. Most of the elements of the application have already been created including topography, survey, environmental, historical review, and street profiles for varying right of way widths on Main Street. KPA is taking the information already generated and creating general alignment documents which are also needed in order to apply. Prior to finalizing alignment, staff will coordinate review by the Main Street Committee.

If awarded, having TXDOT engineer the project would ensure that all requirements of TXDOT will be addressed; that the Village can be confident that TXDOT would be willing to support grant applications for projects in the TXDOT r-o-w; and is the first crucial step toward implementation of the Main Street Master Plan and the Trails Master Plan.

FISCAL IMPACT: If awarded, there are no matching funds required. The value of the studies and engineering are in the hundreds of thousands range.

ATTACHMENTS:

- Resolution R-2016-140



RESOLUTION NO. R-2016-140

A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS AUTHORIZING SUBMISSION OF AN APPLICATION FOR PROJECT DEVELOPMENT BY THE TEXAS DEPARTMENT OF TRANSPORTATION THROUGH THE KILLEEN-TEMPLE METROPOLITAN PLANNING ORGANIZATION FOR STREET, STORMWATER DRAINAGE, BICYCLE LANE, ON-STREET PARALLEL PARKING, AND TRAIL DESIGN FOR MAIN STREET; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the Killeen-Temple Metropolitan Planning Organization has announced a Call for Projects for a program entitled "Project Development Program" on behalf of the Texas Department of Transportation; and

WHEREAS, the purpose of the program is to perform engineering design and to conduct studies necessary to achieve project readiness for future consideration for funding; and

WHEREAS, selection of projects is for Fiscal Year 2018 Proposition 1 and Proposition 7 funding; and

WHEREAS, the Village of Salado has identified a project called the Main Street Project to submit for consideration through a competitively scored process administered by the MPO; and

WHEREAS, project criteria includes that the project must: 1) be an on-system roadway; 2) address mobility or added capacity issues; and 3) preferably be let by August 2018; and

WHEREAS, the scope of the project is to develop final engineering plans for construction of new multi-modal trails, stormwater drainage, on- and off-street bicycle lanes and facilities, and on-street parallel parking; and

WHEREAS, the Main Street Committee and the Board of Aldermen have reviewed and support the proposed design concept; and

WHEREAS, if awarded, the Board of Aldermen believe the proposed Project Development will: 1) ensure that all requirements of TXDOT will be addressed; and 2) is the first crucial step toward implementation of the Main Street Master Plan and the Trails Master Plan

WHEREAS, if awarded, the Board of Aldermen believe the proposed Project Development will promote goals established in the Village's Comprehensive Plan including to: 1) explore alternatives to the automobile (e.g. hike and bike trails) and identify ways in which such alternatives can be accommodated within the existing and future transportation system; and 2) explore transportation alternatives to the automobile (e.g., hike and bike trails) and identify ways in which such alternatives can be accommodated within the existing and future transportation system, which is especially needed in and around Downtown/Main Street Salado, where the concentrated retail area is located; and

WHEREAS, the Village Aldermen have determined that it is advantageous and in the public interest to apply for this project;

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

SECTION 1

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

SECTION 2

That the Village of Salado hereby authorizes and directs the Village Administrator to submit the Main Street project for Project Development by the Texas Department of Transportation.

SECTION 3

The Village Administrator is authorized to execute any documents that may be necessary to submit the Project for consideration and to administer the Project should it be awarded.

SECTION 4

It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

SECTION 5

That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the Board of Aldermen of the Village of Salado
this _____ day of April, 2016, by a vote of
_____ (ayes) to _____ (nays) to _____ (absentions).

Skip Blancett, Mayor

ATTEST:

Mary Ann Ray, Village Secretary

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

04/07/16
Item # 12a, 12b, 12c
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Presentation, discussion, and possible action on the following items related to tourism and partnership with the Salado Chamber of Commerce:

- a. Presentation, discussion, and possible action on an ordinance (Ordinance 2016.11) amending Ordinance No. 2008.25, Hotel Motel Tax Ordinance, abolishing the Tourism Council.
- b. An ordinance (Ordinance 2016.08), repealing and replacing Ordinance 2015.03, Delegation of Authority, to establish reporting and oversight of the Executive Director of the Chamber of Commerce and Tourism Bureau and his/her direct reports to the Mayor and Board of Aldermen.
- c. Presentation, discussion, and possible action on a Contract For Consultant Services between the Village of Salado and the Salado Chamber of Commerce.

STAFF RECOMMENDATION: This item was placed on the agenda by Mayor Blancett.

ITEM SUMMARY AND ANALYSIS: The original Consulting Services Agreement with the Chamber of Commerce was adopted on November 6, 2014 and was for a term of one year. The Board of Aldermen held a workshop on February 25, 2016 to discuss the contract and receive feedback from Chamber representatives. At that time, the BOA directed the City Attorney to review the existing contract and the Chamber of Commerce's proposed revisions, to identify comparable cities and review their contracts, and to bring forth a revised contract for consideration.

FISCAL IMPACT: The contract amount will be reviewed and revised annually. In addition, the Hotel/Motel Fund budget will continue to be revised and adopted on an annual basis.

ATTACHMENTS:

- Draft Ordinance No. 2016.11, Hotel Motel Tax Ordinance, abolishing the Tourism Council
- Draft Ordinance No. 2016.08, Delegation Ordinance, Bureau employees to report to Mayor and Aldermen
- Draft Revised Contract for Consultant Services and Scope of Work

Ordinance No. ~~2008.25~~2016.11

Village of Salado

County of Bell

State of Texas

~~June 19, 2008~~April 7, 2016

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, AMENDING ORDINANCE ~~2008.25~~2007.05, ESTABLISHING A HOTEL-MOTEL OCCUPANCY TAX AND ~~ABOLISHING~~CREATING THE VILLAGE TOURISM COUNCIL, TO PROVIDE A FIVE-HUNDRED (\$500) ADMINISTRATIVE PENALTY; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR A SEVERABILITY CLAUSE

WHEREAS, on July 5, 2007, the Board of Aldermen of the Village of Salado (“Board of Aldermen”) enacted Ordinance No. 2007.05, which among other things, created that Village of Salado’s (“Village”) Tourism Council and established a hotel-motel occupancy tax including an enforcement provision and administrative fines for offenders; and

WHEREAS, on June 19, 2008 the Board of Aldermen amended Ordinance No. 2007.05 and adopted Ordinance No. 2008.25, which provided for rules and regulations for the Salado Tourism Council; and

WHEREAS, the Board of Aldermen have determined that the administrative fines should be amended to include a penalty of five-hundred (\$500) dollars; and

WHEREAS, the Board of Aldermen of the Village of Salado deems it in the best interest of the Village of Salado to amend said Ordinance No. 200~~7.05~~25 to abolish the Tourism Council~~amend the dollar amount of a portion of the administrative fines included in the enforcement provision of the Ordinance and to;~~

NOW THEREFORE, be it ordained by the Board of Aldermen of the Village of Salado that Ordinance No. 200~~78.025~~25 is hereby amended as follows:

Section 1. Findings of Fact

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact of the Board of Aldermen, as if expressly set forth herein.

Section 2. Enactment

Ordinance No. 200~~78.025~~25 is amended by removal of Attachment B in its entirety ~~and replaced in its entirety by Attachment A and B, attached hereto and incorporated herein for all intents and purposes, and amended as provided for in Attachment A,~~ and is hereby enacted as the Village of Salado Hotel-Motel Occupancy Tax Ordinance.

Section 3. Severability

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance of the application thereby shall remain in effect, it being the intent of the Board of Aldermen of the Village of Salado, Texas in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reason of unconstitutionality or invalidity of any portion or provision.

Section 4. Repealing Conflict

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

Section 5. Publishing & Effective Date

This Ordinance shall become effective immediately upon publication.

PASSED AND APPROVED this, the ____ day of _____, ~~2008~~**16**, by a ____ (ayes) to ____ (nays) and ____ (abstentions) vote of the Board of Aldermen of Salado, Texas.

THE VILLAGE OF SALADO, TEXAS

~~Mayor Merle Staleup~~Skip Blancett, Mayor

ATTEST:

~~Dianna Zulauf~~Mary Ann Ray, Village Secretary

ATTACHMENT "A"

1. TAX LEVIED

A. There is hereby levied, enacted, and approved a seven (7%) percent Hotel-Motel Occupancy Tax within the incorporated municipal boundaries (i.e., City Limits) of the Village of Salado and it's Extraterritorial Jurisdiction (ETJ).

~~B. There is hereby created a Salado Tourism Council, all as hereinafter set forth.~~

2. DEFINITIONS

A. The following words, terms and phrases are defined as follows:

- (1) **Hotel:** Any building in which members of the public obtain sleeping accommodations for consideration. The term includes a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, short-term rental or bed and breakfast.~~Any building or buildings in which the public may, for a consideration, obtain sleeping accommodations, including hotels, motels, tourist homes, houses or courts, lodging houses, inns, rooming houses, or other buildings where rooms are furnished for a consideration but not including hospitals, sanitariums or nursing homes.~~
- (2) **Consideration:** The cost of the room in a hotel only if the room is ordinarily used for sleeping, and not including the cost of any food served or personal services rendered to the occupant of such room not related to the cleaning and readying of such room for occupancy.
- (3) **Grant:** A transfer of moneys from the Hotel-Motel Tax Account to designated recipients following formal request procedures.
- (4) **Occupancy:** The use or possession, or the right to the use or possession of any room or rooms in a hotel if the room is one which is ordinarily used for sleeping and if the occupant is other than a permanent resident as hereinafter defined.
- (5) **Occupant:** Anyone who, for a consideration, uses, possesses, or has a right to use or possess any room or rooms in a hotel under any lease, concession, permit, right of access, license, contract or agreement, other than a permanent resident as hereinafter defined.
- (6) **Person:** Any individual, company, corporation or association owning, operating, managing or controlling any hotel.
- (7) **Permanent Resident:** Any occupant who has or shall have the right to occupancy of any room or rooms in a hotel for at least thirty (30) consecutive days during the calendar year or preceding year.

3. TAX AMOUNT & EXCEPTIONS

- A. There is hereby levied a tax of seven-percent (7%) of the price paid for a room in a hotel on every person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel, costs two dollars (\$2.00) or more each day, and is ordinarily used for sleeping. The price of a room in a hotel does not include the cost of food served by the hotel and the cost of personal services performed by the hotel for the person except those services related to the cleaning and readying of the room for possession.
- B. Exemptions are as follows:
 - (1) No tax shall be imposed upon a permanent resident.
 - (2) No tax shall be imposed for federal or state employees traveling on official business.
 - (3) No tax shall be imposed for diplomatic personnel who present a Tax Exemption card issued by the United States Department of State.
 - (4) No tax shall be imposed for federal or state military personnel traveling on official military business. This exemption does not cover military staff on leave or between stations.

4. COLLECTION OF TAX

- A. Every person owning, operating, managing or controlling any hotel shall collect the tax levied by this ordinance for the Village of Salado.
- B. The hotel operator shall be entitled to one half of one-percent (.5%) of the hotel occupancy tax revenues collected by the hotel as reimbursement for the operator's administrative costs for collecting the tax. However, as herein below provided, this reimbursement may be forfeited at the discretion of the Village if the hotel operator fails to timely pay over the tax or timely file a report as required by the Village or file a false report with the Village.

5. MONTHLY REPORT TO VILLAGE SECRETARY

- A. On the twentieth (20th) day of the month following each last day of the month, every person required to collect the tax imposed hereby shall file a report with the Village Secretary showing the price paid for all room occupancies in the preceding month, the amount of the tax collected on such occupancies, and any other information the Board of Aldermen may reasonably require. Such person shall pay the tax due on such occupancies at the time of filing such report.
- B. Every person required to collect the tax imposed hereby and file a report with the Village Secretary are hereby granted the option to report local Hotel/Motel tax on a quarterly basis. Such quarterly reports of the local hotel/motel tax shall be reported and paid at the same time the state Hotel/Motel tax is paid.
- C. The report shall be in a form prescribed by the Board of Aldermen and shall contain a copy of the state report filed for the comparable period.
- D. The Village Secretary and Mayor are hereby authorized and directed to do all such things necessary or convenient to carry out the terms of this Ordinance.

- E.** The Village Secretary shall have the authority to request and receive within a reasonable time documentation for information contained in the report to the Village by the hotel.

6. REGULATIONS RELATING TO ACCESS TO BOOKS & RECORDS

The Board of Aldermen shall have the power to make such rules and regulations as are reasonable and necessary to effectively collect the tax levied hereby, and shall upon reasonable notice have access to books and records necessary to enable him/her to determine the correctness of any report filed as required by this ordinance, and the amount of taxes due under the provisions of this Ordinance.

7. ENFORCEMENT

A. Offenses

- (1) It shall be unlawful for any person to fail to file a report with the Village Secretary in accordance with this Ordinance.
- (2) It shall be unlawful for any person to fail to render payment to the Village Secretary of taxes levied by this Ordinance.

B. Administrative Penalties

Any person committing one or more of the following shall be charged an administrative penalty:

- (1) failure to file a report as required by this Ordinance;
- (2) filing a false report; or
- (3) failure to pay to the Village Secretary the tax as imposed herein when said report payment is due.

Any person committing the above acts shall pay an amount equal to ten percent (10%) of the amount due as penalty.

After the first ten (10) days of delinquency, an additional fee of five-hundred (\$500.00) dollars shall be added to the amount owed. An additional penalty of ten percent (10%) shall be added to each additional thirty (30) days of delinquency after the initial first ten (10) days of delinquency.

C. Criminal Fines

Any person violating any of the provisions of this Ordinance, including hotel operators who fail to collect the tax, fail to file a return, file a false return, or who are delinquent in their tax payment, shall be guilty of a misdemeanor and shall, upon conviction, be fined in any sum not to exceed five hundred dollars (\$500.00). Each twenty-four (24) hours of any such violation shall constitute a separate offense.

8. ADDITIONAL PENALTIES

- A. In addition to the amount of any tax owed under this Ordinance and state law, the person is liable to the Village for the municipality's reasonable attorney's fees.

B. The Village is hereby authorized to take the following actions against any person required to collect the tax imposed hereby and pay the collection over to the Village and who has failed to file a report, or filed a false report, or failed to pay the tax when due:

- (1) Require the forfeiture of any revenue the Village allowed the hotel operator to retain for its cost of collecting the tax;
- (2) Bring suit against the hotel for noncompliance;
- (3) Ask the District Court to enjoin operation of the hotel until the report is filed and the tax is paid; and /or
- (4) Bring suit against the hotel seeking any other remedies provided under Texas law.

9. ADDITIONAL AUTHORIZATION TO BRING SUIT

The Village is hereby authorized to bring suit against any person required to collect the tax imposed hereby and required to pay the collection over to the Village and who has failed to file a report, or filed a false report, or failed to pay the tax when due. Such suit may seek to collect such tax not paid or to enjoin such person from operating a hotel in the Village until the tax is paid or the report is filed or both, as applicable and as provided in the injunction.

10. USE OF TAX REVENUE

A. The revenue derived from any hotel occupancy tax imposed and levied by this ordinance may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

- (1) the acquisition of sites for and the construction, improvement, enlarging, equipment, repairing, operation, and maintenance of convention center facilities (as such is defined in the Texas Tax Code, Section 351.001);
- (2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- (3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- (4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; and
- (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:
 - (a) which are at or in the immediate vicinity of convention center facilities; or
 - (b) which are located elsewhere in the municipality or its vicinity that would be frequented by tourists, convention delegates, or other visitors to the municipality.

- B. Revenue derived from the hotel occupancy tax shall be expended only in a manner which directly enhances and promotes tourism and the convention and hotel industry as hereinbefore delineated. Such revenue shall not be used for the general revenue purposes or general governmental operations of the municipality which are not directly related to promoting the hotel and convention industry or tourism in the municipality.

11. ADMINISTRATIVE REQUIREMENTS

- A. The Board of Aldermen may, by contract, delegate to a person, including another governmental entity of a private organization, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax. The Board of Aldermen shall approve in writing in advance the annual budget of the Village Tourism Director to which it delegates the Tourism functions, and shall require the entity to make periodic reports to the Board of Aldermen at least annually listing the expenditures made by the Village Tourism Director of revenue from the tax provided by the municipality.
- B. The Village Secretary must maintain the revenue provided by the municipality from the tax in a separate account established for that purpose and may not commingle that revenue with any other money or maintain it in any other account.
- C. The municipality may not delegate to any person or entity the management or supervision of its convention and visitors programs and activities funded with revenue from the hotel occupancy tax other than by contract as provided herein. The Tourism Director will submit requests for checks for expenditures to the Village Secretary. The approval by the Village Board of Aldermen of the annual budget of the Tourism Director to which these functions are delegated creates a fiduciary duty in the person or entity with respect to the revenue provided by the municipality to the person or entity under the contract.
- D. The Village Secretary shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made under the direction of the Tourism Director, and on request of the Board of Aldermen shall make the records available for inspection and review.
- E. Hotel occupancy tax revenue may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing of expenditures hereinbefore authorized. The portion of the total administrative costs for activities for which hotel occupancy tax revenue may be used may not exceed the administrative costs actually incurred in conducting the authorized activities.
- F. Hotel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of the person's job in an efficient and professional manner.

12. EFFECTIVE DATE

The hotel occupancy tax authorized herein shall become effective October 1, 2007, and shall thereafter be collected on all rooms under occupancy (as that term is herein defined) from and

after the effective date, regardless of the date upon which payment or reservation for the occupancy was made.

~~13. ESTABLISHMENT OF TOURISM COUNCIL~~

~~There is hereby established a Salado Tourism Council and the Rules and Regulations of the Salado Tourism Council as set forth in Attachment A, which is attached hereto and incorporated herein for all intents and purposes, and are hereby enacted as the Rules and Regulations of the Salado Tourism Council~~^[LB1].

14. REPEALER

This Ordinance, upon its enactment and effective date, shall repeal all conflicting provisions that may be contained in other Village ordinances or regulations. ~~Except to the extent they apply to obligations and violations arising prior to the enactment of this Ordinance, this Ordinance expressly repeals Ordinances 2004.08.~~

15. SEVERABILITY

In the event that any one or more of the provisions, clauses, or words of this ordinance or the application thereof to any situation or circumstance shall for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provisions, clauses, or words of this ordinance or the application thereof to any other situations or circumstance and it is intended that this ordinance shall be severable and that it shall be construed and applied as if such invalid or unconstitutional clause, section, provision, or word had not been included herein.

ATTACHMENT "B" {INSERT UPDATED TOURISM COUNCIL RULES & REGS HERE}

Summary

THE SALADO TOURISM COUNCIL OF THE VILLAGE OF SALADO, TEXAS

RULES AND REGULATIONS

The Salado Board of Alderman Hotel/Motel Tax Committee recommends the following actions:

To adopt a hotel occupancy tax within Village and ETJ boundaries collected monthly.

To set a tax rate of 7%.

To establish the Salado Tourism Council and a Visitor Information Center to manage and supervise Tourism programs (i.e., Marketing, to include Advertising and Promotion) and activities (including Arts & Humanities as well as History ((i.e., Preservation & Restoration)) projects) funded by this tax.

To prepare Rules and Regulations which define the purpose of the Tourism Council to promote Tourism in the Village of Salado.

- A. To provide a Tourism (Marketing) Director, and
- B. To identify the Tourism Council as having a maximum of seven (7) voting members who shall serve as an advisory council together with a Chair, representing the Village Board, who will vote in the event of a tie, one alternate who is a non-voting member, and the Tourism Director – ex officio.

Suggested membership includes:

Members from the Salado Chamber of Commerce or its standing committees

Members from the Arts & Humanities and Historical (Preservation and Restoration) organizations

An active community member at large

The members, appointed by the Board of Aldermen, are to serve two (2) three-year staggered terms, serving no more than six (6) years in total and shall insure that all requests for Municipal Occupancy Tax are verified as promoting tourism and local hotel/motel and convention activity. The alternate member will be appointed to fill the next available Tourism Council vacancy and no member may be reappointed if their terms exceed a total of six (6) years.

- C. To provide allocations that are compatible with Municipal Occupancy Tax Guidelines
 - 1. 70-85% of Hotel/Motel revenues shall be allocated to marketing objectives to include salary for a Tourism Director, costs of a Visitor Information Center, as well as

advertising, solicitations, and promotions that attract tourists and convention delegates to the Village or its vicinity as defined by the Texas State Comptroller's office.

2. 10-25% shall be allocated to fund grants for programs which enhance the arts & humanities and historical restoration or preservation programs. In the event that the allocated amount is 10%, the Tourism Council will ensure that the budget reflects marketing programs on behalf of these groups.

3. The balance (5%) shall be deposited in a contingency fund for future use to be determined by the Tourism Council and approved by the Board of Aldermen.

To recommend names of members for the Tourism Council to be appointed by the Village Board of Aldermen.

- D. The Tourism Director and the Salado Tourism Council Chair will advise the Tourism Council members of any news or announcements concerning tourism business before making announcements to the public, organizations, or boards at public meetings.
- E. The Tourism Director and the Salado Tourism Council Chair will form committees, councils or any other type of group only with the consent of a majority of the Tourism Council.

THE SALADO TOURISM COUNCIL OF THE VILLAGE OF SALADO, TEXAS

RULES AND REGULATIONS

(Revised and readopted 3/6/2008)

I. Organization and Officers

A. Organization

The Salado Tourism Council, an advisory body of the Village of Salado, shall exist to exercise such powers and responsibilities as prescribed by Ordinance 2007.05, Village of Salado, dated July 5, 2007.

B. Membership

A maximum of seven (7) voting members shall serve as an advisory council together with a Chair, who will vote in the event of a tie, one alternate who is a non-voting member and the Tourism Director – ex officio.

Suggested membership includes:

Members from the Salado Chamber of Commerce or its standing committees

Members from the Arts & Humanities and Historical (Preservation and Restoration) organizations

An active community member at large

The members, appointed by the Board of Aldermen, are to serve two (2) three-year staggered terms, serving no more than a total of six (6) years and shall insure that all requests for Municipal Occupancy Tax are verified as promoting tourism and local hotel/motel and convention activity. No member may be reappointed if their term exceeds a total of six (6) years. The alternate member will be appointed to fill the next available Tourism Council vacancy.

C. Officers

A Chairperson shall be appointed by the Village Board of Aldermen to serve for the calendar year beginning with the first meeting and at such times as this office becomes vacant. In the absence of both the Chairperson and the Vice Chairperson, the Tourism Council shall elect an Acting Chairperson to serve for one meeting only. A secretary and Vice Chairperson shall be elected by the Council.

A Tourism Director, recommended by the Council and approved by the Village of Salado, will administer all grants and moneys as directed and authorized by the Tourism Council to include preparing budgets for marketing the Village as well as reviewing and recommending grants for Arts & Humanities and Historical (Preservation and Restoration) projects.

D. Duties and Powers

1. The Tourism Council shall solicit applications for projects from tourism entities; review and hear requests for funding from the Tourism Director; adopt guidelines and criteria for applicants requesting funding; and submit recommendations to the Salado Board of Aldermen.

The Tourism Director will prepare a budget for promoting tourism and local lodging and convention activity. The Director will also facilitate requests from local arts & humanities and history organizations for grants, reviewing and interviewing designated representatives. The tourism budget and the grant requests shall be submitted to the Tourism Council for approval, and the Director shall manage and supervise the approved Tourism Budget and Grants.

The Tourism Director will advise the Village Board of Aldermen on the expenditures of the Municipal Occupancy Tax allocation on a monthly basis.

The Salado Tourism Council Chairman, or an alternate representative as designated by the chairman, must attend all Village Board of Aldermen workshops and meetings on which Salado Tourism Council issues are agendaized.

The Tourism Council may also endorse requests for funding by state, federal, and private grants, gifts, and admission fees as provided herein (to include moneys requested from the National Endowments for the Arts, National Endowment for the Humanities, and state and regional endowments). The Tourism Council may also decline acceptance of any state, federal, private grant, donation or gift subject to terms or conditions not acceptable to or performable by the Tourism Council.

2. The Chairperson shall preside at all meetings. The Chairperson shall decide on all points of order or procedure in accordance with these rules and regulations and the Scott, Foresman Roberts Rules of Order, newly revised, 1990 edition. This shall be the Tourism Council's final authority on all questions of procedure and parliamentary law not covered by these rules and regulations and ordinances. All letters of transmittal from the Tourism Council to the Village Board of Aldermen shall be over the signature of the Chairperson.
3. The secretary shall be the custodian of the minutes and other official records, shall attend to the correspondence of the Tourism Council, and shall cause such notices to be given as are required and in the manner prescribed by law.
4. The Salado Tourism Council will submit an Annual Advisory Report to the Village Board of Aldermen when requested by the Board.

E. Mission Statement

The Mission of the VILLAGE OF SALADO Tourism Council is to improve the economic base of the community by marketing Salado as a premier tourism destination to individuals and groups.

II. Meetings

A. Quorum

A quorum shall consist of a majority of the number of members then in office eligible to vote on any given matter.

B. Simple Majority

Simple majority is the majority of vote of those Tourism Councilors present.

C. Agenda

An agenda shall be prepared by Tourism Director or the secretary for the meeting of the Tourism Council. There shall be attached to each agenda a report of matters pending further action by the Tourism Council. A copy of the agenda shall be publicly posted at Municipal Building, as required by law for a period of seventy-two (72) hours before the meeting and at the same time be posted on the public information bulletin board at the Salado Civic Center.

1. Old Business
2. New Business

Discussion of agenda items shall be in compliance with the Open Meetings Law of the State of Texas. Each item must be specifically described in the agenda.

D. Regular Meetings/Recording of Votes

Regular monthly meetings shall be scheduled by the Council, times and days to be left at the discretion of the members. At the time of a vote, Tourism Council members' votes will be identified and recorded in the minutes. Any Tourism Council member may demand a roll call vote. There shall be no vote by proxy.

- E. Special/workshop meetings for any purpose may be held: (1) on the call of the Chairperson, or (2) on request of three or more Tourism Council members and by giving written notice to all Tourism Council members deposited in the mail or via electronic mail notification at least seventy-two hours before the meeting, or (3) as may be scheduled by a simple majority of the Tourism Council at any previous meeting.

F. Public Meetings/Workshop

All meetings shall be held in full compliance with the provision of state law; Texas Open Meetings Act, V.T.C.A., Government Code, §551.001 *ET. seq.*; Ordinances of the Village of Salado; and these rules and regulations.

G. Tourism Council Member Attendance

A Tourism Council member that is absent from two (2) consecutive regular meetings or a total of three (3) regular meetings within a fiscal year period, as reflected in the minutes as an unexcused absence by the Tourism Council, shall be deemed to have tendered a resignation from the Tourism Council and may be acted upon for acceptance by the Village Board of Aldermen.

H. Conflict of Interest

A member of the Salado Tourism Council shall refrain from voting on any matter before the Tourism Council for which that individual member has a direct monetary gain.

A member of the Tourism Council shall not discuss or vote on the funding request and evaluation reports of any applicant or recipient of which the Tourism Council member is an officer or director.

A member of the Tourism Council may answer questions regarding the funding or an evaluation report of an organization for which the Tourism Council member is an officer or director if that member has recused himself/herself from the Tourism Council and the information is requested by the Tourism Council.

III. Official Records

A. Definition - Official Records

The official records shall be these rules and regulations, the written transcribed minutes, and the voice recordings obtained at the meeting. Also, the agenda and attachments, all applications, findings, and decisions of the Tourism Council.

B. File - Retention

All matters coming before the Tourism Council shall be filed in the Village's records. Original paper copies of the original papers, of all applications, and evaluations shall be retained as part of the permanent record.

C. Public Record

The official records shall be open to public inspection as prescribed by the Texas Open Records Act, V.T.C.A., Government Code, §552.001 *et. seq.*

IV. Guidelines and Criteria for Funding

A. Use of Funding

1. Funds will provide for the operation of a Visitor Promotion Program for the Salado Tourism Council as well as the salary of a Tourism Director. The balance of funds shall be distributed as noted below for Visitor Services as well as Grants to local Arts & Humanities and Historical (Preservation & Restoration) organizations.

Funds will be distributed in the following manner to promote Tourism and the convention and hotel/motel industry in the Village of Salado with funding maintained apart from Village Operational funds.

- a. 70-85% of Hotel/Motel revenues shall be allocated to marketing objectives to include salary for a Tourism Director, costs of a Visitor Information Center, as well as advertising, solicitations, and promotions that attract tourists and convention delegates to the Village or its vicinity as defined by the Texas State Comptroller's office.

- b. 10-25% shall be allocated to fund grants for programs which enhance the arts & humanities and historical restoration or preservation programs. In the event that the allocated amount is 10%, the Tourism Council will ensure that the budget reflects marketing programs on behalf of these groups.

- c. The balance (5%) year shall be deposited in a contingency fund for future use to be determined by the Board of Aldermen.

B. Guidelines for the annual Tourism Budget:

1. The Tourism Director shall prepare a Budget strictly limited to expenditures for a marketing program directly related to attracting conventions or tourism to the Village or its vicinity, promoting tourism and local hotel and convention activity as well as the Visitor Information Center and Grant Program.

Following approval of the annual Budget, the Tourism Director shall administer the budget with reports provided to the Tourism Council at monthly meetings.

2. The Tourism Director will submit requests to the Tourism Council for approval during the month of August, or as directed by the Village Board of Aldermen.
3. The Tourism Council will submit recommendations to the Village Board of Aldermen during the month of September, or as directed by the Village Board of Aldermen.
4. Approval of Tourism Council Budget will be announced by the Village Board of Aldermen, following adoption of the Village budget.

VI. Motions

A motion may be made by any Tourism Council member other than the presiding officer. A motion to approve any matter before the Tourism Council or to recommend approval or disapproval shall require a simple majority approval vote.

VII. Certification and Amendments

A. Certified Copy

A certified copy of these rules and regulations (to include “*Additional Rules & Regulations for Grants*”) and any amendments shall be filed in the office of the Village Secretary within ten (10) days of their adoption.

B. Amendments

A review, revisions, and amendments to these rules and regulations may be adopted at a public meeting, upon the affirmative vote of the simple majority of the Tourism Councilors, provided the amendment is proposed at a previous meeting and stated in the minutes of such meeting. Amendments must be approved at the next regular meeting of the Board of Aldermen to become effective.

Application Salado Tourism Council

Name: _____

Home Street Address: _____
(Must be a Salado Resident)

Mailing Address: _____

Fax #: _____ E-Mail Address: _____

Phone #: _____

1. How long have you lived in Salado? _____

2. I am a member of, and/or, an officer of the following organizations:

_____ Chamber of Commerce, Position held & year: _____

_____ Salado Business Assoc., Position held & year: _____

_____ B&B or Lodging Industry Position held & year: _____

_____ Tablerock Position held & year: _____

_____ Institute for the Humanities Position held & year: _____

_____ Living Room Theater Position held & year: _____

_____ Central Texas Area Museum Position held & year: _____

_____ Chorale Position held & year: _____

_____ Historical Society Position held & year: _____

_____ Village Artist Position held & year: _____

_____ Community at Large _____

Important information about you: _____

REPORT OF HOTEL OCCUPANCY TAX

Village of Salado and its ETJ

SUBMITTED FOR: Lodging Name _____

Address: _____ Phone Number: _____

Check here if hotel is under new ownership since the date you filed your last quarterly report.

THIS REPORT IS FOR THE MONTH(S) of _____, 20____. PAYMENT IS DUE NO LATER THAN THE 20TH DAY OF THE MONTH FOLLOWING THE PERIOD REPORTED.

A. Total Room Receipts **	\$ _____	(Line 6 of State Report)
B. Total Receipts Subject to State Tax**	\$ _____	(Line 7 of State Report)
C. Receipts Subject to Local but not State Tax***	\$ _____	
D. Total Receipts Subject to Local Tax	\$ _____	(B + C)
E. 7% of Total Receipts Subject to Local Tax	\$ _____	(D x .07)
F. .5% Administrative Cost (subtract this from E.)	\$ _____	(E x .005)
G. Penalty*	\$ _____	
Total Amount Due:	\$ _____	(E - F + G)

Payable to: Village of Salado Hotel/Motel Tax
Mail to: Village of Salado PO Box 219 Salado, TX 76571

I declare the information contained herein, including any exhibits attached hereto, is true and correct to the best of my knowledge.

For Office Use Only	
Date paid	_____
Rec'd by	_____
Penalty Owed	_____

 Signed

 Printed Name

 Title

 Date

*If taxes are _____ penalty of 10% shall be added to the outstanding amount. After the first ten (10) days of delinquency, an additional fee of \$500.00 shall be added to the amount owed. Each additional thirty (30) days of delinquency, after the initial first ten days of delinquency, an additional penalty of 10% shall be added.

Additional penalties for failing to file a report, failing to pay taxes when due, or filing a false report include but are not limited to: 1) Forfeiture of any revenue retained by hotel from the cost of collecting the tax, 2) Lawsuit against hotel for noncompliance and any other remedies available under Texas law, 3) Attorneys fees, 4) Injunction to halt operations of hotel.

** Item A is Line 6 of the State Hotel Occupancy Tax Report; Item B is Line 7 of the State Hotel Occupancy Tax Report. **Please attach copy/copies of the Texas Hotel Occupancy Reports for the period reported.**

*** The following are not exempt from Local Hotel Occupancy Tax: Charitable organizations, Educational organizations, religious organizations. For further information please reference the *Simplified, Basic Hotel Occupancy Tax Exemption Rules* provided to you with this form.

Ordinance No. 2016.08
Village of Salado
County of Bell
State of Texas
April 7, 2016

CITY ADMINISTRATOR
DELEGATION OF AUTHORITY ORDINANCE

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, REPEALING ORDINANCE NO. 2015.03 AND ADOPTING ORDINANCE NO. 2016.08, ESTABLISHING THE DUTIES AND SUPERVISORY ROLE OF THE CITY ADMINISTRATOR; FINDINGS OF FACT; ENACTMENT; SEVERABILITY; REPEALER; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

- WHEREAS**, the Board of Aldermen of the Village of Salado, Texas (“Board”), seeks to adopt and provide for policies applicable to the City Administrator; and
- WHEREAS**, the Board finds it reasonable and necessary to adopt the authority in which certain employees may be appointed or severed from their employment with the Village; and
- WHEREAS**, pursuant to Chapter 22 of the Texas Local Government Code, the Village has the authority to delegate additional powers to the Village Administrator it deems proper; and
- WHEREAS**, pursuant to Chapter 51 of the Texas Local Government Code, the Board has determined that the authority granted through this Ordinance is reasonable and necessary; and

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Ordinance No. 2016.08 is enacted so to read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, 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. 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.

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption.

7. PROPER NOTICE AND 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 AND APPROVED this the ____ day of _____ 2016, by a ____ (ayes) to ____ (nays) to ____ (abstentions) vote of the Board of Aldermen of the Village of Salado, Texas.

THE VILLAGE OF SALADO, TEXAS:

by: _____
Mayor Skip Blancett

ATTEST:

Mary Ann Ray, City Secretary

VILLAGE OF SALADO

VILLAGE ORDINANCES

City Administrator Delegation of Authority Ordinance, No. 2016.08

Section 1. Appointment

In accordance with Local Government Code, section 22.071, the position of city administrator is hereby established as that of a municipal officer of the city. The Board of Aldermen shall fill the position of city administrator by appointment based solely on the person's administrative ability. The city administrator shall serve at the will of the Board of Aldermen.

Section 2. Duties

The city administrator shall perform the duties as set forth in the Village's Ordinances, in the position description in the city personnel manual, as amended, and such other duties as may be prescribed from time to time by ordinance or resolution by the Board of Aldermen, including the authority to execute contracts on behalf of the Village as allowed by law.

Section 3. Employee Supervision

The city administrator shall oversee all employees of the city unless otherwise provided herein.

- (1) Scope of authority. The city administrator's supervisory authority shall include hiring, reassigning, disciplining, and discharging employees, and any actions reasonably related and necessary to exercising this authority.
- (2) Reporting. The city administrator shall report in writing to the mayor all hiring and firing personnel actions taken.
- (3) Grievance process. Through its personnel policies, the Board of Aldermen shall establish procedures and criteria for employees aggrieved by actions of the city administrator to seek

reconsideration by the Board of Aldermen.

(4) Board of Aldermen authority. The Board of Aldermen retains the authority to override, veto, amend or repeal any supervisory action taken by the city administrator.

(5) Exceptions. This section shall not apply to the city attorney, ~~and~~ municipal court judges, the Executive Director of the Chamber of Commerce and Tourism Bureau and his/her direct reports, which will report to and be under the oversight and supervision of the Mayor and the Board of Aldermen.

**VILLAGE OF SALADO
CONTRACT FOR CONSULTANT SERVICES**

THE STATE OF TEXAS

COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered and executed between the Village of Salado, hereinafter called THE VILLAGE and Salado Chamber of Commerce hereinafter called SALADO CHAMBER OF COMMERCE.

W I T N E S S E T H

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, THE VILLAGE and SALADO CHAMBER OF COMMERCE do mutually agree as follows.

A G R E E M E N T

Article 1. Contract Period

This contract becomes effective when fully executed by all parties hereto and authorizes reimbursement for agency management activities performed from Oct 2, 2015, to termination upon SALADO CHAMBER OF COMMERCE's final approval of work completed by THE VILLAGE or on or about September 30, 2016, unless otherwise terminated or modified as hereinafter provided. This contract will automatically renew for increments of one year unless written notice is given to either party 30 days prior to expiration and as allowed by Article 22, Appropriations.

Article 2. Responsibilities of the Parties

THE VILLAGE shall undertake and complete the task as described in the Scope of Work, Attachment A, and in accordance with all terms and conditions included hereinafter.

SALADO CHAMBER OF COMMERCE shall provide assistance, if applicable, and as specified in said attached scope of work.

Article 3. Compensation

The maximum amount payable by the SALADO CHAMBER OF COMMERCE under this contract for Management Services shall not exceed the amount of **\$98,800**. SALADO CHAMBER OF COMMERCE may make partial proportionate payments of the amount based on the amount of work completed by THE VILLAGE in accordance with the Scope of Work.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made. Any such amendment must be approved by both THE VILLAGE and SALADO CHAMBER OF COMMERCE.

Article 5. Additional Work

If THE VILLAGE is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, THE VILLAGE shall promptly notify SALADO CHAMBER OF COMMERCE in writing. In the event that SALADO CHAMBER OF COMMERCE finds that such work does constitute additional work, SALADO CHAMBER OF COMMERCE shall so advise the THE VILLAGE and provide compensation for doing the work on the same basis as the original work or SALADO CHAMBER OF COMMERCE shall advise THE VILLAGE not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

Article 6. Changes in Work

When the approved project description requires a completed work product, SALADO CHAMBER OF COMMERCE will review the work as specified in the approved project description. If SALADO CHAMBER OF COMMERCE finds it necessary to request changes in previously satisfactorily completed work or parts thereof, THE VILLAGE will make such revisions as requested and directed by SALADO CHAMBER OF COMMERCE. Such work will be considered as additional work and subject to the requirements established in Article 5.

If SALADO CHAMBER OF COMMERCE finds it necessary to require THE VILLAGE to revise completed work to correct errors appearing therein, THE VILLAGE will make such corrections, and no compensation will be paid for the corrections.

Article 7. Indemnification

THE VILLAGE obtains liability coverage with the Texas Municipal League Intergovernmental Risk Pool for coverage for general liability, automobile liability, law enforcement, public officials' errors and omissions and for statutory workers' compensation coverage. SALADO CHAMBER OF COMMERCE shall notify THE VILLAGE in writing of any claims as a result of the performance of this Contract.

SALADO CHAMBER OF COMMERCE agrees to protect, indemnify, and save harmless from and against all claims, demands and causes of action of every kind and character of any claims as a result of the performance of this contract or brought by any officer or employee of THE VILLAGE against SALADO CHAMBER OF COMMERCE due to personal injuries and/or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of SALADO CHAMBER OF COMMERCE in the performance of this contract.

THE VILLAGE shall be named as an additional insured on insurance maintained by SALADO CHAMBER OF COMMERCE.

Article 8. Inspection of Work

SALADO CHAMBER OF COMMERCE and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work during regular business hours.

Article 9. Disputes

THE VILLAGE shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of contract work.

Article 10. Non-collusion

Each party warrants that it has not employed or retained any company or person, other than a bona fide employee, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. If either party breaches or violates this warranty, the nonbreaching party shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

Article 11. Reporting

THE VILLAGE shall submit monthly performance reports that provide as a minimum (1) a comparison of actual accomplishments to the goals established for the period, (2) reasons why established goals were not met, if appropriate, and (3) other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

THE VILLAGE shall submit a final report within 60 days of completion of the contract.

THE VILLAGE shall promptly notify SALADO CHAMBER OF COMMERCE in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

THE VILLAGE shall deliver to the SALADO CHAMBER OF COMMERCE a monthly financial report by the 10th of each month. This report can be delivered through electronic means to an appropriate email address supplied by the SALADO CHAMBER OF COMMERCE. If questions arise, THE SALADO CHAMBER OF COMMERCE may **contact** the Village CPA direct for clarifications about the financials.

Article 12. Records

THE VILLAGE agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of SALADO CHAMBER OF COMMERCE for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 13. Subcontracts

Subcontracts may be made as necessary and **shall be in writing and approved by THE VILLAGE and SALADO CHAMBER OF COMMERCE.**

Article 14. Termination

SALADO CHAMBER OF COMMERCE may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that THE VILLAGE has failed to comply with the conditions of the contract. SALADO CHAMBER OF COMMERCE shall give written notice to THE VILLAGE at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, **copies of** all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by THE VILLAGE or its subcontractor shall, at the option of SALADO CHAMBER OF COMMERCE be delivered to SALADO CHAMBER OF COMMERCE with no restriction on future use.

SALADO CHAMBER OF COMMERCE shall compensate THE VILLAGE for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed **in accordance with the Scope of Work.** THE VILLAGE shall not incur new obligations for the terminated portion after the effective date of termination.

Except with respect to defaults of subcontractors, THE VILLAGE shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by THE VILLAGE to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of THE VILLAGE. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of THE VILLAGE.

Article 15. Remedies

Violation or breach of contract terms by THE VILLAGE or SALADO CHAMBER OF COMMERCE shall be grounds for termination of the contract, and any increased cost arising from THE VILLAGE's or SALADO CHAMBER OF COMMERCE's default, breach of contract, or violation of terms shall be determined as provided for in Article 14, Termination.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 16. Compliance With Laws

THE VILLAGE shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. If requested, THE VILLAGE shall furnish SALADO CHAMBER OF COMMERCE with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

SALADO CHAMBER OF COMMERCE and THE VILLAGE each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither SALADO CHAMBER OF COMMERCE nor THE VILLAGE shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. Ownership of Documents

Upon completion or termination of this contract, copies of all documents prepared by THE VILLAGE or furnished to THE VILLAGE by SALADO CHAMBER OF COMMERCE shall be delivered to and become the property of SALADO CHAMBER OF COMMERCE. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to SALADO CHAMBER OF COMMERCE without restriction or limitation of further use.

Article 19. Signatory Warranty

The undersigned signatory for THE VILLAGE hereby represents and warrants that he is an officer of the organization for which he has executed this contract and that he has full and complete authority to enter into this contract on behalf of his firm.

Article 20. Consultant Resources

THE VILLAGE warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract, or will be able to obtain such personnel from sources other than SALADO CHAMBER OF COMMERCE.

Unless otherwise specified, THE VILLAGE shall furnish all equipment, materials, and supplies required to perform the work authorized herein.

All employees of THE VILLAGE shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Article 21. Equal Employment Opportunity

THE VILLAGE agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR60).

Article 22. Appropriations

The obligations of THE VILLAGE to provide services required under this contract are subject to appropriation by the City of funds that are necessary to carry out the terms of this contract.

Article 23. Notice

Any notice regarding this contract shall be in writing and shall be sent to the following:

THE VILLAGE

SALADO CHAMBER OF COMMERCE

Kim Foutz, Village Administrator
Village of Salado
P. O. Box 219
Salado, TX 76571

Dave Hermann, Chairman
Salado Chamber of Commerce
601 North Main Street
Salado, TX 76571

Article 24. Governing Law and Venue.

This contract is governed by the laws of the State of Texas and to be performed in Bell County, Texas. Venue for any dispute that arises under this contract shall be in Bell County, Texas.

Article 25. Severance.

If any part of this contract is held to be invalid or illegal, that part of the contract shall be severed and the entire remaining contract shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED DUPLICATE COUNTERPARTS TO EFFECTUATE THIS AGREEMENT.

THE VILLAGE

SALADO CHAMBER OF COMMERCE

Skip Blancett, Mayor
Village of Salado
P. O. Box 219
Salado, TX 76571

Dave Hermann, Chairman
Salado Chamber of Commerce
601 North Main Street
Salado, TX 76571

ATTEST:

ATTEST:

Mary Ann Ray, Village Secretary

APPROVED AS TO FORM

Attachment "A"

Scope of Work

Village of Salado Tourism Department

And

The Salado Chamber of Commerce

General –The Village of Salado Tourism Department and The Salado Chamber of Commerce enter into a partnership under a single consolidated governance structure hereby designated “The Salado Chamber of Commerce and Tourism Bureau, herein after called the BUREAU, in order to best accomplish the tasks associated with this Contract for Consultant Services.

Governance –

The Governance of the BUREAU shall be through a four member Governance Board consisting of:

- The Mayor
- BOA Representative
- ~~Village Administrator~~
- Chamber Board Chairman
- Chamber Board Vice-Chairman (Non-voting member)

The role of the Governance Board is to:

- Provide guidance and direction to the Executive Director
- Oversee the appropriate use of resources
- Assist the Executive Director in removing barriers to assigned work
- Assist in the VILLAGE hiring process of the Executive Director and participating in candidate interviews and providing recommendations to the VILLAGE for candidate selection.

Management -

The BUREAU would be operationally managed by an Executive Director. The Executive Director shall be responsible for the:

- Completion of the annual program of work
- Day-to-day operation of the Bureau
- Staffing and management of the Bureau
- Development and execution of the Bureau’s budget
- Coordination of all community activities

A more detailed list of duties and responsibilities are found under Performance Indicators.

Staffing- The BUREAU agrees to the following positions supporting BUREAU operations:

- Executive Director
- Marketing /Events Manager

- Business Operations Administrator
- VILLAGE financial services personnel

Budgets – The budget of the BUREAU will consist of three funding streams, each kept separately, and managed under VILLAGE controlled bank accounts.

- **Hotel/Motel Tax Revenue** – Annually the Village of Salado will approve and allocate Hotel/Motel Tax Revenue for use by the BUREAU in accordance with the limitations of State Law. This portion of the BUREAU budget will be developed by the Executive Director and presented annually to the Village Board of Aldermen.
- **Chamber Income** – Annually The Salado Chamber of Commerce will approve and allocate Chamber Income for use by the Bureau. This portion of the BUREAU budget will be developed by the Executive Director in consultation with The Salado Chamber of Commerce.
- **Events Revenue** – As events are budgeted by the BUREAU the revenue from all events will be considered as events revenue and will be placed in the BUREAU Reserve Fund. The BUREAU Reserve Funds will be used to augment the annual BUREAU Budget. The use is directed by the Governance Board upon recommendation of the Executive Director. In the event of a separation of this agreement, funds in this account will be split evenly between The Village of Salado and The Salado Chamber of Commerce.

Performance Indicators

Training & Support:

1. Executive Director shall complete all board required training and shall seek support through courses, seminars, webinars, mentoring and other continuing education as appropriate.
2. Executive Director shall direct and document the appropriate training for staff.
3. Executive Director shall prepare job descriptions and postings for all positions immediately upon agreement approval or future vacancy.
4. Executive Director shall ensure all staff are adequately cross-trained in Chamber and Hotel/Motel matters.

Membership:

1. Executive Director shall strengthen membership, through events, activities, recruitment strategies and ongoing communication efforts.
2. Executive Director shall be the “visible leader and face of the BUREAU.”
3. Serve membership needs by maintaining resources such as the salado.com website and the visitor’s guide.

Finances:

1. Maximize the leverage of all revenue streams to the maximum extent allowable by law.

Communication:

The Executive Director will actively seek out opportunities to effectively educate and communicate with the business community, lodging facilities, general public, BUREAU Staff and volunteers on the direction and goals of the partnership.

1. The Executive Director will leverage social and digital media outlets as economically and commercially available.

Metrics and Accountability:

1. The Executive Director shall be evaluated by the following metrics:
 - a. Using 2013 as a baseline, membership retention and growth. (5%-10% annually)
 - b. Following Standardized Operating Procedures and applicable law.
 - c. Event growth through number of attendees, vendors, overnight stays.
 - d. Quality and timeliness of the Annual Budget submission.
 - e. Met or came in below Annual Budget expenditures

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

4/7/16
Item #13
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Presentation, discussion, and possible action on the purchase of a clarifier unit from Matous Construction for the Stagecoach Wastewater Treatment Plant for an amount not to exceed \$50,000.

STAFF RECOMMENDATION: The Wastewater Committee will have a recommendation at the meeting.

ITEM SUMMARY AND ANALYSIS: Several months ago, the Wastewater Committee evaluated whether to replace the clarifier unit or to do pump and haul. At time, the committee recommended pump and haul due to low flow.

Due to recent increases in the volume of wastewater and changes in the character of the waste, the assumptions that were used to make the original recommendation are no longer a viable financial option and approach. In addition, it is anticipated that the Stagecoach Inn Restaurant will open in the summer and other users will come on-line when the Main Street wastewater line is installed later this year.

FISCAL IMPACT: The original bid was for \$47,500, which will be charged to the Stagecoach Wastewater Treatment Plant.

ATTACHMENTS:

- Bids for clarifier from Matous Construction.



MATOUS CONSTRUCTION

GENERAL CONTRACTORS

8602 N. Hwy 317 • Belton, Texas 76513 • Office: 254.780.1400 • Fax: 254.780.2599

November 5, 2015

Mr. Bill Lawson
Public Works Director
City of Jarrell, TX

Re: Clarifier Repair – Village of Salado, TX

Matous Construction, Ltd. Is pleased to provide the following proposal for your review.

Scope of work to include:

- Furnish equipment and labor to demo existing failed equipment in 1 EA clarifier
- Draining and cleaning of clarifier to be by Village of Salado personnel
- Furnish equipment, labor and material to replace failed equipment in 1 EA clarifier. Material to include:
 - Drive Replacement
 - Dalton Gear Box
 - Drive Couplings
 - Torque Tender
 - Winsmith Reducer with Motor
 - Swivel Joint
 - 3/4" Air Injector Piping
 - Two Piece Torque Tube
 - Tub
 - Spiral Flighting
 - Drive Mount
 - Stainless Steel Fasteners
 - Epoxy Coating on Fabricated Equipment
- Reconnect existing electrical at drive motor
- Patch 1 EA leak at air bridge

For the lump sum of.....\$47,500.00

General Project Exclusions:

- Bonding of any type
- Permits and associated fees
- Sales Tax
- Temporary Water
- Temporary Electrical
- SWPPP / Watershed / Creek Protection
- Draining/Cleaning/Disposal at Clarifier
- Painting/Coatings other than factory applied
- Warranty on any existing equipment

Clean Water for a Better Tomorrow

- Structural repairs of any kind to clarifier tankage
- Bypass pumping
- Modifications/Repairs to existing Electrical/Equipment Controls/Instrumentation

Should you have any questions, please feel free to call.

Sincerely,



Blake Pitts
Vice President