



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

**REVISED AGENDA**

**5:30 P.M., THURSDAY, AUGUST 11, 2016  
MUNICIPAL BUILDING  
301 NORTH STAGECOACH, SALADO, TX  
BOARD OF ALDERMEN CHAMBERS**

**I. CALL TO ORDER**

**II. REGULAR SESSION**

Proclamation – Salado Legends

**III. WORKSHOP AGENDA**

1. Discuss FY 2016-2017 Budget.
  - a. Discuss Hotel/Motel Fund.
  - b. Outside agency presentations on budget requests.
  - c. Discuss all other funds and other budget-related issues.
2. Discuss the contract with the Salado Chamber of Commerce.
3. Discuss revisions to the Economic Development Policy to include incentives for residential subdivision development and hotel incentives.
4. Discuss draft of Landscape Ordinance.
5. Discuss draft of Fence Ordinance.
6. Discuss issues at Salado Creek and springs.
7. Discuss Section 2.2B(6) of the Zoning Ordinance, Planning & Zoning Commission, meetings per month.

**IV. EXECUTIVE SESSION**

8. Conduct an executive session as authorized by Texas Government Code, Section 551.074, Personnel Matters, for the evaluation of the Chief of Police.

**V. REGULAR SESSION**

9. Discussion and possible action on the evaluation of the Chief of Police.
10. Discussion and possible action on Springs- and Salado Creek-related issues, including the following:
  - a. Water testing.
  - b. Grilling/use of open flame.
  - c. Litter.
  - d. Charging fees.
  - e. Parking in Village parking lot behind old Sugar Shack building.

**VI. 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 2:00 p.m. on **Monday, August 8, 2016**.

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

Removed from display: \_\_\_\_\_

**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.

**WITNESSETH**

**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 Executive Director 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 Executive Director shall submit a final report within 60 days of completion of the contract.

The Executive Director 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 Executive Director shall deliver to the SALADO CHAMBER OF COMMERCE a monthly financial report by the 10<sup>th</sup> 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**

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

#### **SALADO CHAMBER OF COMMERCE**

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Mary Poche', Executive Director  
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**



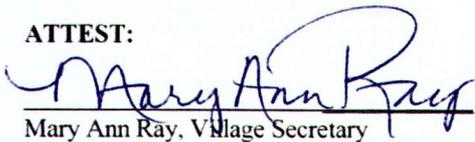
Skip Blacett, Mayor  
Village of Salado  
P. O. Box 219  
Salado, TX 76571

**SALADO CHAMBER OF COMMERCE**



Melanie Kirchmeier, Chairman  
Salado Chamber of Commerce  
601 North Main Street  
Salado, TX 76571

**ATTEST:**



Mary Ann Ray, Village Secretary

**ATTEST:**



# ECONOMIC DEVELOPMENT POLICY

## I. GENERAL PURPOSE AND OBJECTIVES

The Village is committed to the promotion of high-quality commercial and business development in all areas of the Village and ongoing improvement of the quality of life of its citizens. These objectives may be served by the enhancement and expansion of the local economy. The Village will consider providing incentives as a stimulus for economic growth and economic stabilization. This will be accomplished in accordance with the criteria and guidelines established herein and in accordance with state law. Nothing herein shall imply or suggest that the Village is under any obligation to provide economic development incentives including tax abatement or reimbursement to any applicant, or that any applicant has a property right nor interest in economic development incentives including tax abatement or reimbursement, or that the Village is precluded from considering other options which may be in the best interest of the Village.

Goals of this policy are to expand retail sales and development, attract new tourism venues, create new jobs, expand capital investment, expand hotel/motel tax growth, and foster redevelopment in identified Targeted Industries. Each applicant's project will be evaluated for potential incentives on a case by case basis.

## II. DEFINITIONS

- A. **"Abatement"** means the full or partial exemption of ad valorem taxes on eligible real or personal property improvements in a reinvestment zone designated as such for economic development purposes.
- B. **"Agreement"** means a contractual agreement between a property owner or lessee and the Village for the purpose of providing tax abatement or other incentives.
- C. **"Designated Area"** means a specified region in the Village of Salado that has been selected by the Board of Aldermen to receive special consideration in order to encourage economic development in that region. The map found in **Exhibit C** identifies the current Designated Areas in the Village of Salado.
- D. **"Expansion"** means the addition of buildings, structures, fixed machinery, or equipment for the purpose of increasing production capacity or increasing convention or tourism facility event capacity or entertainment facility capacity.
- E. **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

- F. **"Full-time Job"** means a job that requires a minimum of forty (40) hours of work per week; or eighty (80) hours of work per two weeks, receives benefits, and is hired to work full-time year-round (2080 hours per year).
- G. **"Lease"** means a relationship whereby the business applying for tax abatement or other incentives has a contract for exclusive possession of either the real property on which improvements are to be made and/or of movable personal property to be used for the operation of the business for a defined period of time.
- H. **"Modernization"** means a complete or partial demolition of Facilities and the complete or partial reconstruction or installation of a Facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery or equipment, or both. Modernization in a Redevelopment Area includes painting of exterior walls, restoring, removing or installing a façade, adding balconies or decorative art, and related exterior improvements designed to visually improve the exterior of a building or block.
- I. **"New Facility"** means a previously undeveloped property that is placed into service by means other than, or in conjunction with, expansion and modernization.
- J. **"Personal Property"** means equipment and/or tools used or bought for use in the operation Category One business applying for tax abatement.
- K. **"Real Property"** means the area of land defined by legal description as being owned or leased by the business applying for a tax abatement, including buildings, structures, fixed (permanently attached) machinery and equipment, site improvements, related fixed improvements necessary to the operation and administration of the Facility, and valued for property tax purposes, and which are to be included in the Reinvestment Zone.
- L. **"Redevelopment"** means the removal and replacement, rehabilitation, or adaptive reuse of an existing structure or structures, or of land from which previous improvements have been removed including construction of residential, commercial, industrial, public, or other uses as well as provisions for streets, parks, and other public facilities.
- M. **"Redevelopment Area"** means specific geographic locations in Salado that have been selected by the Board of Aldermen to receive special consideration in order to encourage economic development in that location. The map found in **Exhibit A** identifies the current Redevelopment Areas in the Village of Salado.
- N. **"Reinvestment Zone"** or Tax Abatement District is an area designated as such for the purpose of tax abatement as authorized by the Village of Salado in accordance with State law.
- O. **"Target Area"** means specified geographic locations in Salado that have been selected by the Board of Aldermen to receive special consideration in order to encourage economic development in that location. The map found in **Exhibit B** identifies the current target areas in the Village of Salado.

### III. ELIGIBILITY CRITERIA:

A. Proposed developments or redevelopments must be in one or more of the following Target Industries:

Category One

Research & Development  
Advanced Technology  
Information Technology  
Information & Data Center  
Corporate and Regional Offices  
Bioscience  
Medical

Category Two

Major Tourism Attractions/Entertainment Venues  
Major Retail Sales and Shopping Centers  
Meeting / Event Space  
Hotel, Motel, and Bed and Breakfast  
Large, Mixed Use Developments

Category Three

Residential, townhome, condo, apartment  
development meeting certain criteria

- B. Projects must be entirely within the corporate limits of the Village of Salado, or the proposed site must be contiguous with the Village limits and Applicant is willing to submit a petition for voluntary annexation prior to platting or issuance of a building permit, whichever occurs first.
- C. Project benefits must result in a calculated direct payback of 5 or less years unless the project is on the Top 20 Recruitment List.
- D. The Village shall not provide incentives if it finds that the request for the incentives were filed after the commencement of construction of a New Facility, or the Modernization, Redevelopment, or Expansion of an existing Facility.
- E. Eligible projects must meet at least two of the following criteria for an applicant to be considered eligible for incentives. Additional criteria for specific incentives are listed under the individual incentive type description. Nothing herein prevents the Village to provide higher incentive levels based on the individual case. Project criteria includes projects that:
1. are located in or substantially contribute to Designated Areas, Redevelopment Areas, or Target Areas;
  2. result in at least 25,000 square feet of newly constructed facilities (at new or existing business locations);
  3. result in at least \$500,000 of new taxable appraised value to the tax rolls;
  4. result in at least 50 new, permanent full time jobs;
  5. result in at least 10 new, permanent full time jobs in Redevelopment Areas; or
  6. Result in new minimum annual local sales tax of at least \$50,000 annually
  7. Result in new minimum annual hotel motel tax of at least \$100,000 annually; or in the case of a project to be located in a Redevelopment Area, a new minimum annual hotel motel tax of at least \$25,000.

8. Result in construction of a minimum of xx single family homes, townhomes, or condos in a single subdivision. See Residential Incentive Matrix.
9. Result in a minimum unit sales price of \$250,000 for all units or all units exceed the median home value for the Village. See Residential Incentive Matrix.
10. Result in a minimum capital investment of \$xxxx for an apartment complex. See Residential Incentive Matrix.
- 7-11. Meet two of the criteria established in Section III.F(1-4) herein.

- F. Projects which substantially contribute to one or more of the following criteria may be eligible for additional incentives exceeding minimum guidelines.
1. The redevelopment or rehabilitation of building has been vacant for at least two years.
  2. The project will create improvements in the Historic Downtown District
  3. Investment results in redevelopment or rehabilitation of an existing, declining building in a Redevelopment Area
  4. The investment will result in additional development in the surrounding area.

#### IV. TYPES OF ECONOMIC DEVELOPMENT INCENTIVES:

##### **A. Chapter 380 Incentives:**

This policy shall serve as the Village's Chapter 380 Policy and Program. Under this program, the following incentives may be considered. Each grant or loan must promote state or local economic development pursuant to Chapter 380.

The structure of any incentive under this Program must be approved through a Development Agreement which specifies the conditions of the grant, including but not limited to: 1) minimum number of jobs; 2) minimum capital investment; 3) site plan; 4) development standards/quality of construction; 5) general public infrastructure design; 6) continued operation for a stated period of time; 7) development schedule; 8) timing of annexation; 9) percent of taxable value to be refunded; 10) term of refund; 11) land use controls; 12) the amount of incentive to be granted ie grant equivalent to x% of the ad valorem tax created during an x year period of time; 13) requirement to connect to the wastewater system; and (14) any other term or condition that ensures accomplishing the Village's stated economic development goals.

1. **Expedited Plans Review and Permitting:** The Village of Salado will provide a single point of contact for development services. Expedited permitting and plans review will also be considered.
2. **Small Business Development Center:** The Regional Small Business Development Center provides counseling services for existing and start-up businesses including market research, financial analysis, and business plan development assistance.

3. **Hotel/Motel Tax:** The Village will consider entering into Tourism Marketing Agreements with qualified hotels, motels, and bed and breakfasts that offer meeting space accommodating groups of 25 or more persons and have 10 or more hotel rooms. Agreements will allow these facilities to reinvest a portion of the hotel/motel tax that is generated specifically by their facility to market their accommodations, meeting space, and other attractions. Agreements will specify that marketing plans must be approved by the Board of Aldermen. Hotel/motel thresholds and reimbursements are as follows:

Annual Amount of Hotel/Motel Tax Generated Above Base Year	Reimbursement Schedule
\$25,000-\$99,999 <i>Only applies in Redevelopment Area</i>	year 1 – 30% year 2 – 25% years 3 through 5 – 20% years 6 through 7 – 15%
\$100,000-\$274,999	year 1 – 40% year 2 - 35% year 3 - 30% year 4 - 25% years 5 through 7 - 20% years 8 through 10 - 15%,
\$275,000-\$500,000	year 1 - 70% year 2 - 65% year 3 - 55% year 4 - 50% years 5 through 7 - 45% years 8 through 10 – 40%,

4. **Development Fee Waivers:** The Village will consider reducing or waiving fees including building permit fees, inspection fees, site development permit fees, and platting, zoning, and land use application fees.
5. **Sales tax incentive grant:** Sales tax incentive reimbursements will be considered by the Village on a limited basis. Other entities charging sales tax are encouraged to participate.

Annual Amount of Sales Tax (Village only) Generated	Reimbursement Schedule
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<b>Above Base Year</b>	
\$50,000-\$99,999	5 years at 15%
\$100,000-\$249,999	5 years at 25%
\$250,000+	5 years at 30%

6. **Land grant:** The Village of Salado owns tracts of land, right-of-way, and alleyways in various areas of Salado. Grants of land will be considered.
  
7. **Façade Improvement Grants.** Façade grants will be considered for properties located in a Strategic Investment Zone, Overlay District, I-35 Corridor, or on Main Street. The Village will consider making grants between \$1,000- \$7,000 on a 1:1 matching basis for the replacement of an existing façade with an eligible masonry product or to remove an existing façade to expose the original façade (if historic). Eligible masonry materials for a replacement façade under this subsection include brick and stone. In the Historic District, eligible materials will be approved based upon the original material used for the building’s ~~construction~~ construction. Façade improvement costs eligible for reimbursement with a façade improvement grant include demolition costs (including labor), landfill costs, and material and construction (including labor) costs, but specifically exclude design costs.
  
8. **Landscaping and Irrigation grants:** Landscaping grants will be considered for properties located in a Strategic Investment Zone, Overlay District, I-35 Corridor, or on Main Street. Landscaping and irrigation grants will be considered only for properties that meet special overlay district requirements or exceed minimum ordinance standards. To be eligible for a landscape grant, the project must include irrigation. The Village will consider grants up to \$2,500 on a 1:1 matching basis for the installation of new or additional landscaping to an eligible property. Landscaping may include live plants and decorative hardscape such as pavers, arbors, art, etc. Landscaping improvement costs eligible for reimbursement with a landscaping improvement grant include ground preparation costs (including labor), materials (trees, shrubs, soil) and other decorative features.
  
9. **Sign Improvement Grants:** Sign improvement grants will be considered for properties located in a Strategic Investment Zone, Overlay District, I-35 Corridor or on Main Street. The Village will consider making grants of up to \$1,000 on a 1:1 matching basis for the installation of a new sign or replacement of a dilapidated sign. Only ground-mounted, monument type signs may be funded with a grant unless the sign contributes architecturally to the charm and brand of the Village, as determined in the sole discretion by the Village. Sign improvement costs eligible for reimbursement with a sign improvement grant include demolition costs (including labor), landfill costs, and material and construction (including labor) costs, but specifically exclude design costs.

10. **Historic Preservation Tax Credits:** Historic Preservation Tax Credits are available in the downtown area. The owner of a historic building can receive a federal income tax credit of 20% of the amount spent to rehabilitate a certified historic structure. There is also a 10% credit for older, non-historic buildings. Properties must be income-producing and must be rehabilitated according to standards set by the Secretary of the Interior.

11. **Public infrastructure:** The Village will consider partnering with developers on oversized sidewalks and trails if they are noted on the Village's Trails Master Plan.

~~11.12.~~ **Residential Development:** The Village will consider grants under its Chapter 380 program to partially refund property taxes of certain residential subdivisions in exchange for the voluntary annexation of the development. The structure of the incentive must be approved pursuant to a Chapter 380 grant through a Development Agreement which specifies the conditions of the grant, including but not limited to the conditions specified in this Section IV.A as well as 1) minimum number of residential units constructed; 2) minimum taxable value of the residential units; 3) minimum square footage of each residential unit; and 4) any other term or condition that ensures accomplishing the Village's stated economic development goals. See Residential Incentive Matrix for details and incentive thresholds .

~~12.13.~~ **Asbestos/lead surveys and abatement:** The Village will consider a grant of up to \$1,000 on a 1:1 matching basis for owner-initiated asbestos survey of a building and up to \$1,000 on a 1:1 matching basis for asbestos abatement for a building on eligible property. Asbestos survey and abatement grant eligible costs include professional fees, labor costs, and replacement materials.

~~13.14.~~ **Environmental Protection Agency Brownfield incentives:** The Village will coordinate with the EPA for grants for asbestos assessment surveys and Phase I environmental surveys. Qualified projects may be eligible for abatement grants and EPA Revolving Loan Funds. In addition, EPA Brownfield Tax Incentives allow environmental cleanup costs at eligible properties to be fully deductible in the year incurred, rather than capitalized and spread over a period of years.

#### **A-B. Tax Abatement Incentives**

1. **Property Tax Abatement:** The Village will consider granting tax abatement on the new value of real and personal property improvements including buildings, structures, fixed machinery and equipment, site improvements, related fixed improvements, and personal property (excluding inventory or supplies) with a productive life of ten years or more. See **Tax Abatement Guidelines and Policy Statement** for details.

2. Tax Abatement is granted by a separate Tax Abatement Agreement approved by the Village Board of Aldermen. The Economic Development Committee will assist applicants with the application process and will facilitate abatement agreements with other taxing authorities if they are sought.

### **B.C. Public Infrastructure Assistance**

1. **Public Improvement District (PID):** A PID may be formed to provide public infrastructure or services such as health and sanitation, water and wastewater, public safety, etc. PIDs allow the Village to levy and collect special assessments on property within the Village. PIDs are subject to creation of a PID plan and market analysis. The Village will only consider TIFs for very large, mixed use developments. Generally, the Village will only consider PIDs if other incentives or funding mechanisms are requested and there is a minimum capital investment of \$15,000,000.
2. **Tax Increment Financing;** Tax increment financing is a tax reinvestment tool that allows local governments to fund public infrastructure improvements within a defined area. TIFs work by allowing taxing entities to repay the costs of public improvements to a designated area with the future tax revenues generated by increased property values. TIF financing will be considered on Main Street, the I-35 Corridor, or for very large, special or mixed use projects only. TIF and PID financing may not be utilized in conjunction with one another for a project. Tax Increment Reinvestment Zone plans are required for analysis, and, generally, the Village will only consider TIFs if they include County participation and no other incentives or funding mechanisms are requested and there is a minimum capital investment of \$15,000,000.

## **V. RECRUITMENT**

- A. The Economic Development Committee serves as the marketing, recruitment, evaluation, and recommendation arm for prospective Target Businesses. The Committee is comprised of the Chamber of Commerce President, two Chamber of Commerce Board of Directors, two retail representatives at large, a banker or financial advisor, a County representative, a Board of Aldermen representative, and the Village Administrator. The Committee will primarily focus its recruitment efforts on a *Top 20 Recruitment List* established, and amended from time to time, by the Committee. This policy does not prevent recruitment of other businesses in the listed Target Industries. A Recruitment Subcommittee will be established and prospective businesses will be encouraged to discuss their proposed projects with the Subcommittee early in the site selection and development stage process.

## **VI. APPLICATION PROCESS**

A. Application Submission

1. Applicants must submit a completed Application for Incentives to the Village of Salado Village Administrator's Office. Incomplete applications will not be considered. The complete application shall consist of the following detailed information:
  - a. Information that addresses Part III.E and Part III.F above and Part VI.A.1.d below
  - b. a map and property description;
  - c. a site plan and building elevations;
  - d. a time schedule for undertaking and completing the planned improvements;
  - e. a project for Modernization or Redevelopment requires a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application;
  - f. a project for leased property requires signatures by the owner(s) and the lessee(s) on the application, proof of ownership for all applicants operating a business in a third-party owned facility, or third-party owners of a business facility and a joint application third-party property owner. Copies of a lease agreement (financial terms may be whited out) and proof of ownership will be required; and
  - g. Any additional information requested by the Village

† All documents received by the Village of Salado (physically or electronically) may be subject to public disclosure under certain circumstances.

† The Village of Salado reserves the right to request/review/verify the applicant's financial statements and any additional information in determining the economic feasibility, the financial capacity, and long-term benefit of the overall project.

**VII. PROCEDURE**

A. The Economic Development Committee will evaluate an application to determine if the project meets the requirements for consideration under this policy as well as coordinate with the applicant:

- Type of operation
- Eligibility criteria
- Minimum standards
- Minimum thresholds
- The merit and value of the proposed project

B. In making its recommendation, the Economic Development Committee may consider the following:

- Financial analysis / Return on Investment Analysis

- Payback/Return on Investment analysis
- Feasibility study or pro-forma to establish whether the project is viable

B.C. The Economic Development Committee will forward their findings and recommendations to the Village Administrator. Based on the outcome of the evaluation, the Village Administrator may present the application to the Board of Aldermen for consideration.

C.D. The Board of Aldermen will consider approving a Development Agreement and/or a Chapter 380 Agreement as applicable, and authorizing the Mayor to execute the agreement(s).

1. All projects brought to the Board of Aldermen for consideration will be presented at meetings conducted pursuant to the Open Meetings Act.
2. The Board of Aldermen retain sole authority to approve in whole or in part or deny any Incentive or Development Agreement.

D.E. The following criteria will be considered in determining whether a business should be recruited, and if and at what level incentives may be offered to an applicant:

1. Expansion of the local tax base/new capital investment;
2. Creation of permanent jobs, including the number, type, and average wage of jobs to be created;
3. New annual local sales tax to be directly generated; the project must generate a minimum of \$50,000 annually in direct local Village sales tax;
4. Result in new minimum annual hotel motel tax of at least \$100,000 annually, or in the case of a project to be located in a Redevelopment Area, a new minimum annual hotel motel tax of at least \$25,000.
5. Whether the project substantially contributes to or is located in a Redevelopment or Targeted Area or is a historic building;
6. Whether the project can serve as a prototype and catalyst for other development of a higher standard;
7. Whether the quality of architecture and site design improves the aesthetic appearance, including landscaping and public amenities which exceed the minimum requirements of the Village code;
8. Whether the project increases the amount of green space, public plazas, public parks or landscaping;
9. Impact on quality of life and quality of place;
10. The financial capacity of the applicant to undertake and complete the proposed project;
11. The extent to which the proposed project carries out the goals and objectives of the Village's Comprehensive Plan, Strategic Plan, and Master plans;

12. Extent to which local contractors and suppliers will be used during construction and business operation;
13. The types and value of public improvements, especially public parking and restrooms, to be constructed and paid for by the applicant;
14. Whether the project will attract other new business in the area;
15. Whether the project is environmentally compatible with the community or expands on eco-tourism;
16. The project has high visibility, and brand and image impact;
17. The project is an area which might not otherwise be developed because of constraints of topography, ownership patterns, site configuration, etc.; and
18. Any other factors that the Village determines to be relevant to accomplishing economic development objectives.

#### **VII.VIII. No Vested Right to Receive an Incentive**

- A. Nothing herein shall imply or suggest that the Village is under any obligation to provide any incentive to any applicant, or that any applicant has a property right or interest in an incentive, or that the Village is precluded from considering other options which may be in the best interest of the Village. The award or denial of an incentive shall be at the discretion of the Village.
- B. The Village Board of Aldermen will annually appropriate funds for the administration of the incentive program and the granting of funds under the programs established by ordinance and this policy and are subject to the availability of funds appropriated for that purpose in any given fiscal year. All applications are considered on an individual case-by-case basis.

#### **VIII.IX. COMPLIANCE VERIFICATION**

- A. Initial Inspection
  1. After the initial requirements of the agreement have been completed (i.e. construction/installation of improvements), the Owner must submit an executed Certificate of Compliance to the Village.
  2. After receipt of an executed Certificate of Compliance, Village staff shall make an inspection to verify that all initial contract requirements are complete.
- B. Annual Certification
  1. Standard Annual Certification: On a date specified in the Development or

Chapter 380 Agreement, the Owner must submit a statement to the Village which provides information about the project's achievement during the prior calendar year regarding the improvements and other agreement obligations.

C. Village's Right to Inspect

1. The Village of Salado reserves the right to send representatives from the Village to inspect the facilities and records of the Owner during the term of the agreement to verify the accuracy of the information provided.

D. Default

1. If during the term of the Agreement, the Village determines that the Applicant is not in compliance with the terms and conditions of the Agreement and fails to cure, and/or allows its ad valorem taxes owed the Village to become delinquent and fails to timely and properly follow the legal procedures for a protest or contest; and
2. If during the term of the agreement, the Village determines the Applicant is in default of the terms and conditions of the Agreement and the default is not cured pursuant to the Agreement, the Village reserves the right to cancel/modify the agreement and/or require repayment of all incentives including the value of in-kind incentives received under the agreement.

**IX.X. ASSIGNMENT OF DEVELOPMENT OR CHAPTER 380 AGREEMENTS.**

- A. Incentives may be transferred and assigned by the holder to a new owner or lessee of the same Facility upon the approval by resolution of the Village subject to the financial capacity of the assignee and provided that all conditions and obligations in the Agreement are guaranteed by the execution of a new contractual Agreement with the Village. No assignment or transfer shall be approved if the parties to the existing Agreement, the new owner or new lessee, are liable to any jurisdiction for outstanding taxes or other obligations. Approval of assignments will not be unreasonably withheld.

## RESIDENTIAL DEVELOPMENT INCENTIVES - DRAFT STUDY CHART - August 2, 2016 - ECONOMIC DEVELOPMENT COMMITTEE

2016 Salado Median Value (*Zillow)				PER YEAR				5 YEARS				6 YEARS				7 YEARS				8 YEARS			
Units	Value	O&M Rate	Per Unit	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%
10	\$238,000	0.19	\$452.20	\$4,522	\$1,809	\$2,261	\$2,713	\$22,610	\$9,044	\$11,305	\$13,566	\$27,132	\$10,853	\$13,566	\$16,279	\$31,654	\$12,662	\$15,827	\$18,992	\$36,176	\$14,470	\$18,088	\$21,706
15	\$238,000	0.19	\$452.20	\$6,783	\$2,713	\$3,392	\$4,070	\$33,915	\$13,566	\$16,958	\$20,349	\$40,698	\$16,279	\$20,349	\$24,419	\$47,481	\$18,992	\$23,741	\$28,489	\$54,264	\$21,706	\$27,132	\$32,558
20	\$238,000	0.19	\$452.20	\$9,044	\$3,618	\$4,522	\$5,426	\$45,220	\$18,088	\$22,610	\$27,132	\$54,264	\$21,706	\$27,132	\$32,558	\$63,308	\$25,323	\$31,654	\$37,985	\$72,352	\$28,941	\$36,176	\$43,411
25	\$238,000	0.19	\$452.20	\$11,305	\$4,522	\$5,653	\$6,783	\$56,525	\$22,610	\$28,263	\$33,915	\$67,830	\$27,132	\$33,915	\$40,698	\$79,135	\$31,654	\$39,568	\$47,481	\$90,440	\$36,176	\$45,220	\$54,264
30	\$238,000	0.19	\$452.20	\$13,566	\$5,426	\$6,783	\$8,140	\$67,830	\$27,132	\$33,915	\$40,698	\$81,396	\$32,558	\$40,698	\$48,838	\$94,962	\$37,985	\$47,481	\$56,977	\$108,528	\$43,411	\$54,264	\$65,117
40	\$238,000	0.19	\$452.20	\$18,088	\$7,235	\$9,044	\$10,853	\$90,440	\$36,176	\$45,220	\$54,264	\$108,528	\$43,411	\$54,264	\$65,117	\$126,616	\$50,646	\$63,308	\$75,970	\$144,704	\$57,882	\$72,352	\$86,822
50	\$238,000	0.19	\$452.20	\$22,610	\$9,044	\$11,305	\$13,566	\$113,050	\$45,220	\$56,525	\$67,830	\$135,660	\$54,264	\$67,830	\$81,396	\$158,270	\$63,308	\$79,135	\$94,962	\$180,880	\$72,352	\$90,440	\$108,528
<b>\$250,000</b>																							
Units	Value	O&M Rate	Per Unit	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%
10	\$250,000	0.19	\$475.00	\$4,750	\$1,900	\$2,375	\$2,850	\$23,750	\$9,500	\$11,875	\$14,250	\$28,500	\$11,400	\$14,250	\$17,100	\$33,250	\$13,300	\$16,625	\$19,950	\$38,000	\$15,200	\$19,000	\$22,800
15	\$250,000	0.19	\$475.00	\$7,125	\$2,850	\$3,563	\$4,275	\$35,625	\$14,250	\$17,813	\$21,375	\$42,750	\$17,100	\$21,375	\$25,650	\$49,875	\$19,950	\$24,938	\$29,925	\$57,000	\$22,800	\$28,500	\$34,200
20	\$250,000	0.19	\$475.00	\$9,500	\$3,800	\$4,750	\$5,700	\$47,500	\$19,000	\$23,750	\$28,500	\$57,000	\$22,800	\$28,500	\$34,200	\$66,500	\$26,600	\$33,250	\$39,900	\$76,000	\$30,400	\$38,000	\$45,600
25	\$250,000	0.19	\$475.00	\$11,875	\$4,750	\$5,938	\$7,125	\$59,375	\$23,750	\$29,688	\$35,625	\$71,250	\$28,500	\$35,625	\$42,750	\$83,125	\$33,250	\$41,563	\$49,875	\$95,000	\$38,000	\$47,500	\$57,000
30	\$250,000	0.19	\$475.00	\$14,250	\$5,700	\$7,125	\$8,550	\$71,250	\$28,500	\$35,625	\$42,750	\$85,500	\$34,200	\$42,750	\$51,300	\$99,750	\$39,900	\$49,875	\$59,850	\$114,000	\$45,600	\$57,000	\$68,400
40	\$250,000	0.19	\$475.00	\$19,000	\$7,600	\$9,500	\$11,400	\$95,000	\$38,000	\$47,500	\$57,000	\$114,000	\$45,600	\$57,000	\$68,400	\$133,000	\$53,200	\$66,500	\$79,800	\$152,000	\$60,800	\$76,000	\$91,200
50	\$250,000	0.19	\$475.00	\$23,750	\$9,500	\$11,875	\$14,250	\$118,750	\$47,500	\$59,375	\$71,250	\$142,500	\$57,000	\$71,250	\$85,500	\$166,250	\$66,500	\$83,125	\$99,750	\$190,000	\$76,000	\$95,000	\$114,000
<b>\$275,000</b>																							
Units	Value	O&M Rate	Per Unit	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%
10	\$275,000	0.19	\$522.50	\$5,225	\$2,090	\$2,613	\$3,135	\$26,125	\$10,450	\$13,063	\$15,675	\$31,350	\$12,540	\$15,675	\$18,810	\$36,575	\$14,630	\$18,288	\$21,945	\$41,800	\$16,720	\$20,900	\$25,080
15	\$275,000	0.19	\$522.50	\$7,838	\$3,135	\$3,919	\$4,703	\$39,188	\$15,675	\$19,594	\$23,513	\$47,025	\$18,810	\$23,513	\$28,215	\$54,863	\$21,945	\$27,431	\$32,918	\$62,700	\$25,080	\$31,350	\$37,620
20	\$275,000	0.19	\$522.50	\$10,450	\$4,180	\$5,225	\$6,270	\$52,250	\$20,900	\$26,125	\$31,350	\$62,700	\$25,080	\$31,350	\$37,620	\$73,150	\$29,260	\$36,575	\$43,890	\$83,600	\$33,440	\$41,800	\$50,160
25	\$275,000	0.19	\$522.50	\$13,063	\$5,225	\$6,531	\$7,838	\$65,313	\$26,125	\$32,656	\$39,188	\$78,375	\$31,350	\$39,188	\$47,025	\$91,438	\$36,575	\$45,719	\$54,863	\$104,500	\$41,800	\$52,250	\$62,700
30	\$275,000	0.19	\$522.50	\$15,675	\$6,270	\$7,838	\$9,405	\$78,375	\$31,350	\$39,188	\$47,025	\$94,050	\$37,620	\$47,025	\$56,430	\$109,725	\$43,890	\$54,863	\$65,835	\$125,400	\$50,160	\$62,700	\$75,240
40	\$275,000	0.19	\$522.50	\$20,900	\$8,360	\$10,450	\$12,540	\$104,500	\$41,800	\$52,250	\$62,700	\$125,400	\$50,160	\$62,700	\$75,240	\$146,300	\$58,520	\$73,150	\$87,780	\$167,200	\$66,880	\$83,600	\$100,320
50	\$275,000	0.19	\$522.50	\$26,125	\$10,450	\$13,063	\$15,675	\$130,625	\$52,250	\$65,313	\$78,375	\$156,750	\$62,700	\$78,375	\$94,050	\$182,875	\$73,150	\$91,438	\$109,725	\$209,000	\$83,600	\$104,500	\$125,400
<b>\$300,000</b>																							
Units	Value	O&M Rate	Per Unit	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%	Total	40%	50%	60%
10	\$300,000	0.19	\$570.00	\$5,700	\$2,280	\$2,850	\$3,420	\$28,500	\$11,400	\$14,250	\$17,100	\$34,200	\$13,680	\$17,100	\$20,520	\$39,900	\$15,960	\$19,950	\$23,940	\$45,600	\$18,240	\$22,800	\$27,360
15	\$300,000	0.19	\$570.00	\$8,550	\$3,420	\$4,275	\$5,130	\$42,750	\$17,100	\$21,375	\$25,650	\$51,300	\$20,520	\$25,650	\$30,780	\$59,850	\$23,940	\$29,925	\$35,910	\$68,400	\$27,360	\$34,200	\$41,040
20	\$300,000	0.19	\$570.00	\$11,400	\$4,560	\$5,700	\$6,840	\$57,000	\$22,800	\$28,500	\$34,200	\$68,400	\$27,360	\$34,200	\$41,040	\$79,800	\$31,920	\$39,900	\$47,880	\$91,200	\$36,480	\$45,600	\$54,720
25	\$300,000	0.19	\$570.00	\$14,250	\$5,700	\$7,125	\$8,550	\$71,250	\$28,500	\$35,625	\$42,750	\$85,500	\$34,200	\$42,750	\$51,300	\$99,750	\$39,900	\$49,875	\$59,850	\$114,000	\$45,600	\$57,000	\$68,400
30	\$300,000	0.19	\$570.00	\$17,100	\$6,840	\$8,550	\$10,260	\$85,500	\$34,200	\$42,750	\$51,300	\$102,600	\$41,040	\$51,300	\$61,560	\$119,700	\$47,880	\$59,850	\$71,820	\$136,800	\$54,720	\$68,400	\$82,080
40	\$300,000	0.19	\$570.00	\$22,800	\$9,120	\$11,400	\$13,680	\$114,000	\$45,600	\$57,000	\$68,400	\$136,800	\$54,720	\$68,400	\$82,080	\$159,600	\$63,840	\$79,800	\$95,760	\$182,400	\$72,960	\$91,200	\$109,440
50	\$300,000	0.19	\$570.00	\$28,500	\$11,400	\$14,250	\$17,100	\$142,500	\$57,000	\$71,250	\$85,500	\$171,000	\$68,400	\$85,500	\$102,600	\$199,500	\$79,800	\$99,750	\$119,700	\$228,000	\$91,200	\$114,000	\$136,800

Section 5.2.1 Landscaping: ~~Non-Residential~~-(OF THE ZONING ORDINANCE)

A. PURPOSE AND INTENT

Landscaping is intended to add value to property and is in the interest of the general welfare of the Village. Landscaping also serves to increase the amount of pervious surface area. This in turn helps to reduce the amount of damage or erosion created by storm water runoff, and any consequent non-point pollution in waterways. Landscaping minimizes adverse effects on surrounding property owners and the general public, ensuring high quality development is maintained throughout the Village achieving a more sustainable, attractive place in which to live, visit, and conduct business.

B. DEFINITIONS

Refer to Section 5.8.

C. APPLICATION

The standards and criteria contained within this Section are deemed to be minimum in nature and shall apply as outlined in Appendix E, *Non-Residential Standards Applicability Table*.

1. Any use requiring a Conditional Use Permit or a Planned Development zoning designation must comply with these landscape standards unless special landscaping standards are otherwise provided for in the ordinance establishing the CUP or PD district.
2. ~~These non-residential standards apply to all non-residential zoning districts including multi-family/apartments.~~ The requirements herein do not apply to ~~single family~~, duplex, or townhouses, except as provided by in Sub-Section L.
3. Each phase of a multi-phase project must comply with this Section.
4. All landscaping requirements under this Section shall run with the land once development has begun and shall apply against any owner or subsequent owner.
5. Where in conflict with other sections of this or any other ordinance the stricter requirements shall apply.

D. LANDSCAPE PLAN

A landscape plan must accompany all site and/or construction plans submitted to the Village for all Multi-Family Dwelling and Non-Residential Use projects. Each plan must detail how the conditions of this Section are to be met.

1. Landscaping plans must ~~be prepared by a person knowledgeable in plant material usage and landscape design (e.g., landscape architect, landscape contractor, landscape designer, etc.) and must~~ include the following information.

- a. Minimum scale of one inch (1") equals fifty feet (50') shown in both written and graphic form;
- b. The date, title of project, name of owner, and North arrow/symbol;
- c. Location of existing boundary lines and dimensions of the tract, and a small map showing where the property is located;
- d. Approximate centerline of existing water courses; the approximate location of significant drainage features; and the location and size of existing and proposed streets and alleys, refuse disposal areas, and fences; the location of existing and proposed easements on or adjacent to the lot including overhead utilities; existing and proposed parking spaces, or other vehicular areas, access aisles, drives, and existing and proposed sidewalks adjacent to the street; and an indication of adjacent land use.
- e. Location, size, spread, species, and type (tree, shrub, groundcover, or turf) of proposed plants, together with a plant listing that includes the common and botanical name, quantity, size (container size, planted height), and spacing of all proposed landscaping at time of planting;
- f. Location of all landscaping and screening materials to be used, including pavers, benches, screens, fountains, statues, earthen berms, ponds (to include depth of water), rock, topography of site, or other landscape features.
- g. Planting and installation details in accordance with sound horticultural practices;
- h. Layout and description of irrigation, sprinkler, or water systems including location of water sources;
- i. A tabulation clearly displaying the relevant statistical information necessary for the Village to evaluate compliance with the provisions of this Section. This includes gross acreage, square foot area of preservation areas, landscaping, number of trees and shrubs to be planted or preserved, square footage of paved areas, and similar other information to ensure conformance with all required standards;
- j. Existing and proposed grades adequate to identify and properly specify planning for areas needing slope protection;
- k. Limit of construction line encompassing all areas of natural vegetation of the site which are to be left undisturbed;
- l. A survey of all trees eight (8) inches in caliper and larger measured 4.5 feet above ground level, referred to herein as Protected Trees. Protected Trees are to be represented by circles; unbroken circles indicate trees which are to remain and dashed circles indicate trees to be removed. Include type and general condition of all surveyed trees within the site; and
- m. Identification of temporary measures during construction to protect existing trees that will be remaining on the property.

2. The administrator, or his/her designee, will review all plans in accordance with this Section. If the submitted plans do not meet the minimum requirements, they will not be approved and notification will be sent to the applicant outlining the deficiencies and corrections to be made. Once all items noted are resolved, the landscape plan must be resubmitted for review. This process will continue until all requirements have been met.

#### E. PERMITS

1. **Issuance:** No permits shall be issued for building, paving, grading, or construction of any Multi-Family Dwelling or Non-Residential Use development until the landscape plan is approved by the Administrator, or his/her designee.
2. **Certificate of Occupancy:** All landscaping requirements of this Section, including the requirements contained in an approved landscape plan or agreement must be met prior to the issuance of a Certificate of Occupancy for any project to which these regulations apply.
3. **Temporary Certificate of Occupancy:** If construction of a project occurs during a season of the year in which the Administrator, or his/her designee, determines it would be impractical to establish landscaping, a conditional temporary Certificate of Occupancy may be issued. The request for a conditional temporary Certificate of Occupancy must be submitted in writing along with the landscaping plans. If granted, the applicant must enter into an agreement with the Village acknowledging all compliance with the landscaping requirements will be met within 90 days from issuance. Should compliance not take place as agreed, the temporary Certificate of Occupancy will be revoked.

#### F. DEVIATIONS AND APPEALS

Where improvements are sought to Multi-Family Dwelling or Non-Residential Use properties in existence prior to the effective date of this Section which do not currently meet the landscaping requirements outlined herein, the [Planning and Zoning Commission](#)~~Administrator, or his/her designee~~, may approve a landscape plan with deviations from these requirements.

1. Deviations must be requested in writing outlining which portion(s) of this Section should not apply and why.
  - a. Such deviations will only be granted if the requirements of this Section cannot be reasonably complied with because of the existing developed conditions. In all other instances the property must be brought to the current minimum standards.
  - b. Any deviance granted will be specific and list which portions of this section do not apply. No deviance granted will exempt the property from regular maintenance.

2. An applicant may appeal to the Zoning Board of Adjustments for final determination any:
  - a. Decision of the Administrator that a landscape plan does not meet the requirements set forth in this Section; or
  - b. Refusal of the Administrator to approve a requested deviation from this Section.

#### G. GENERAL PLANTING REQUIREMENTS AND DESIGN STANDARDS

The planting specifications and standards included herein are applicable unless otherwise stated. Any landscaping element installed to satisfy the requirements of this chapter must meet the following requirements.

1. All required trees, shrubs, vines, groundcovers, and turf must be of a species permitted in the ***Landscape Standards Design Manual***.
2. No more than fifty percent (50%) of the required trees and shrubs shall be of the same species without the approval of the Administrator, or his/her designee.
  - a. Such approval may only be granted in order to achieve specific design intent of the landscape architect.
3. Improved soils and mulch must meet criteria specified in the ***Landscape Standards Design Manual***.
4. All landscaping shall be separated from vehicular use areas by barriers of raised concrete curbing. All landscape beds shall be separated from sod areas by some form of barrier such as steel edging, masonry materials, or another equivalent durable material as approved by the Administrator. No plastic materials shall be allowed.
5. Nothing shall be erected, placed, allowed to grow, or planted so that it impedes vision in the Sight Visibility Triangle.
6. No artificial plant material may be used in any form to satisfy the requirements of this Section.
7. Any landscaping placed in utility easements or the public right-of-way shall not be counted towards the minimum landscaping requirements.
8. Trees:
  - a. Must be a minimum of seven feet (7') in overall height and a minimum of three inches (3") in caliper at the time of planting.
  - b. Must be planted in a pervious area no less than four feet (4') wide in any direction measured from the center of the tree.
  - c. Sixty percent (60%) of required trees must be evergreen with year round foliage.
  - d. HOLDING PLACE (language for canopy trees in the right-of-way. No trees will be planted in the R.O.W. Mature tree canopy should not encroach on, and shall be sixteen (16') above the roadway.

9. Shrubs
  - a. Must be a minimum size of 3 gallons.
  - b. Must be planted in a pervious area no less than three feet (3') wide in any direction measured from the center of the tree.
  - c. 80% of shrubs must be evergreen.
10. Vines
  - a. Must be a minimum of 30 inches (30") in height at the time of planting
  - b. May be used in conjunction with fences to meet screening and buffering requirements.
11. Turf
  - a. Must be spaced to create 100% coverage within six months of planting.
  - b. Solid sod must be used to provide coverage and soil stabilization in swales, sloped, or other areas subject to erosion.
  - c. In areas where other than solid sod is allowed, annual rye grass seed must be sown for immediate effect and protection until coverage is achieved
12. Groundcovers
  - a. Weed barriers shall not be used in conjunction with groundcovers, provided however newspaper or other natural materials may be utilized at initial planting to facilitate weed control
  - b. Must not have greater than a 6" spacing

## Section H

### TREE PRESERVATION

The Landscape Plan must provide for the planting of two (2) large replacement trees to be planted for each protected tree to be removed. A list of protected trees and acceptable replacements can be found in the **Landscape Standards Design Manual**. Tree replacement requirements do not apply to Bois D'Arc, Ashe Junipers, Hackberry, Willow, Cottonwood, Cedar, and Mesquite trees unless they are 12' caliper or greater when removed.

The replacement trees are in addition to any other trees required to be planted under this Section and shall meet a minimum height of seven feet (7') and three inches (3") in caliper at the time of planting.

1. During any construction or land development, the developer shall clearly mark all trees to be preserved/retained on-site, and may be required to erect and maintain protective barriers around all such trees or groups of trees.
  - a. The developer shall not allow the movement of equipment or the storage of equipment, materials, debris to be placed within the drip line of any trees that are designated for preservation.
  - b. The developer shall not allow fill or topsoil to be placed within the drip line of any trees that are designated for preservation.

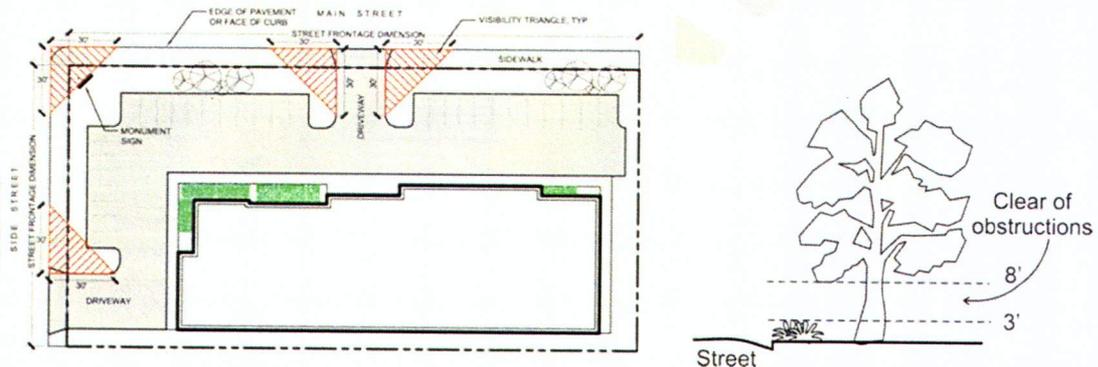
2. During the construction phase of development, the developer shall not allow cleaning of equipment or material under the canopy of any tree or group of trees that are being preserved.
  - a. Neither shall the developer allow the disposal of any waste/toxic material such as, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., under the canopy of any tree or groups of trees to remain.

### Section I

#### H. SIGHT, DISTANCE, AND VISIBILITY

Rigid compliance with these landscaping requirements shall not be such as to cause visibility obstructions and/or blind corners at intersections, this area is commonly referred to as a sight visibility triangle.

1. **Sight Visibility Triangle:** An area (15 feet by 15 feet) located near a street, alley, or driveway intersection in which no structure or landscaping may be installed which will obstruct views (at a level between 3 feet above grade and 8 feet above grade) and create a traffic or pedestrian hazard.
  - a. Trees may be permitted in this area provided they are trimmed three to eight feet (3' - 8') in such a manner that no limbs or foliage extend into the cross visibility area.



2. **Proximity to Access ways and Driveways:** Landscaping, except required grass and low ground cover, shall not be located closer than three feet (3') from the edge of any access way pavement or driveway.
3. **Reduction to Remove Visibility Obstruction:** In the even that other visibility obstructions are apparent in the proposed landscape plan, as determined by the Administrator, or his/her designee, the requirements set forth in this Section 5.2 may be reduced to the extent to remove the conflict.

### Section J

#### I. MAINTENANCE

The owner, tenant, and/or their agent shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times.

1. Replacement of Living Materials: Plant materials that are required according to this Section which become diseased, deteriorated, or die shall be replaced with plant materials of similar variety and size within ninety (90) days.
  - a. A time extension for replacement of plant materials that have died may be granted by the Administrator or his/her designee, if substantial evidence is presented to indicate abnormal circumstances beyond the control of the owner or his/her agent.
2. All landscaped areas must be irrigated on a regular basis and in accordance with any water management restrictions
3. Nonconformance and Failure to Maintain: If at any time after the issuance of a Certificate of Occupancy the approved landscaping is found to be not in conformance with the standards and criteria of this Section, the Administrator, or his/her designee, shall issue notice to the owner citing the violation and describing what action is required to comply.
  - a. The owner, tenant, or agent shall have thirty (30) days from date of notice to establish/restore the landscaping as required.
  - b. If landscaping is not established or restored within the allotted time, then such a person is in violation of this Ordinance. Failure to maintain any landscape area in compliance with this Section is considered a violation of this Section and may be subject to penalties set forth in Section VI of this Ordinance.

### Section K

#### J. NON-RESIDENTIAL LANDSCAPE REQUIREMENTS

Each site must provide a minimum of the following landscape elements.

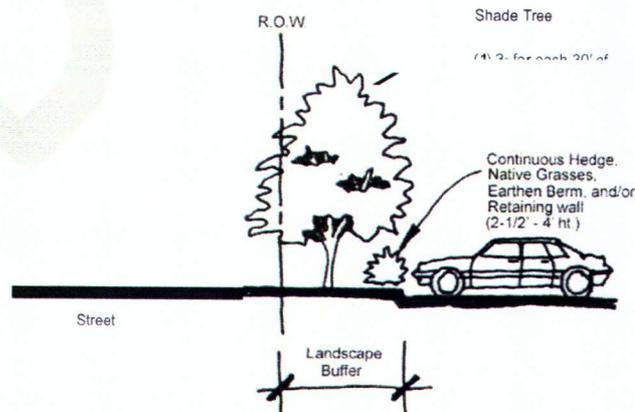
1. Landscape Area: A minimum of thirty-five percent (~~30~~15%) of the total site area must be landscaped with living trees, shrubs, turf, and/or groundcover and must be irrigated.
  - a. Areas located in the public right-of-way do not count toward the total minimum landscape area requirement.
  - b. All areas of the site not covered by building, pavement, or similar permanent improvements must be landscaped with trees, shrubs, turf, and/or groundcover.
  - c. A maximum of the fifteen (15%) percent of the thirty percent (30%) landscape area may be tree mulch, river rock or granite mix as per the Landscape Standards Design Manual and Contractor Specifications Guide, Edition 2013.
2. Landscape areas must consist of plants from the Approved Plant List, covering eight-five percent (85%) of the required landscaped area.

- a. At least seventy five percent (75%) of the landscape area must be located in the front and side yard.
  - b. All plants used to satisfy the requirements of this Section must be located in landscaped areas that are at least three feet (3') in width.
  - c. Each required tree must be planted in a landscaped area of at least sixteen (16) square feet.
3. Drainage facilities are not allowed within the landscape area except those that are necessary to convey drainage in the shortest possible route to or from the public street right-of-way.
    - a. Drainage facilities include detention ponds, water quality ponds, outlet structures, drainage berms, or other improvements associated with the drainage improvements.
    - b. Any drainage facility must have a natural look, using natural stone and landscaping with minimum slopes.
  4. Vegetation must be used to soften the appearance of walls, including those used for screening.
    - a. This may include vines trained up the wall or minimum five (5) gallon shrubs planted a minimum of thirty inches on center reaching three feet (3') in height within one year.
  5. Foundation plantings are required on all facades facing a public street, and within a planting area a minimum of four (4) feet in depth along fifty percent (50%) of the length of any front and side façade visible to the public. Foundation planting may count toward the required minimum landscape area required in paragraph J(1) above.
  6. A landscaped street buffer is required adjacent to any public street right-of-way.
    - a. A minimum front street buffer width is 15' ~~plus the width of the required sidewalk~~. A minimum side street buffer width is 10' ~~plus the width of the required sidewalk~~. Buffers may include the sidewalk
    - b. The following uses require front and side street buffers as specified in the table below. Each buffer must contain a continuous evergreen hedge, large trees with a minimum three inch (3") caliper and seven foot (7') height, and must be planted for each twenty feet (20') of frontage along public street right-of-ways, as measured along the lot line.

Use/District	Front and Side Yard Buffer Width
Auto sales	<u>50'25'</u>
Uses with outdoor / open storage of any kind	<u>50'25'</u>
Helistops	<u>50'25'</u>
Amusement facilities	<u>50'25'</u>
Building material sales	<u>50'25'</u>
Transfer stations	<u>50'25'</u>

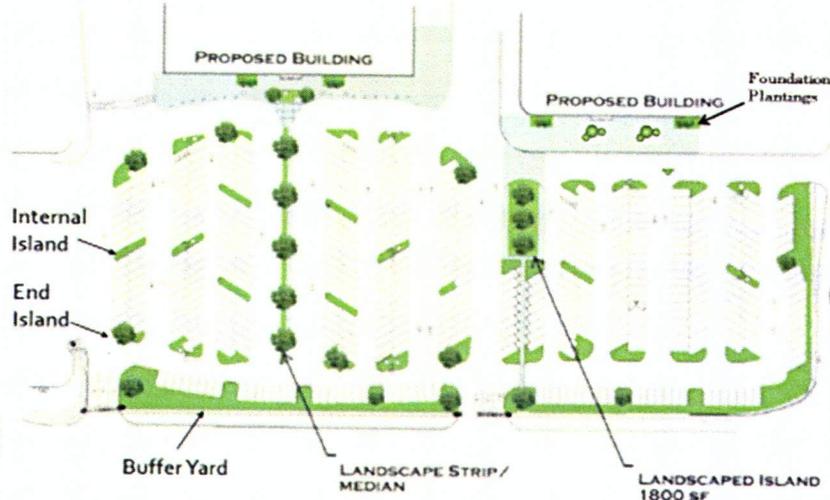
Convenience stores with less than or equal to ___ pumps	<del>50'</del> 25'
Convenience stores or travel centers with greater than ___ fuel pumps	<del>100'</del> 50'

- c. One large tree with a minimum three inch (3") caliper and seven foot (7') height must be planted for each thirty feet (30') of frontage along public street right-of-ways, as measured along the lot line.
  - d. May be planted in a regular interval or in clusters. Exception: In the Historic District canopy trees must be planted in regular, linear intervals and cannot be clustered.
  - e. Four (4) ornamental trees or two (2) medium canopy trees may be substituted for each large tree under power lines.
  - f. In all districts except the Historic District, berms not less than twenty-four inches (24") nor more than forty-eight inches (48") in height at no more than a four to one slope are required.
  - g. One minimum two inch (2") caliper ornamental tree must be planted for each thirty feet (30') of frontage along public street rights-of-way as measured along the lot lines.
  - h. Meandering concrete sidewalks are required within the street buffer the entire length of any street frontage in accordance with the Transportation Plan Street Profiles.
7. Any of the following must be screened by a continuous hedge or shrubs, earthen berms, or retaining walls that are two and one-half to four feet in height. If walls are used to provide screening, one shrub or vine must be planted on the street side of the berm for each ten feet (10') of street frontage.
- a. Parking lot or vehicle use area;
  - b. Fuel pumps visible from the direction of traffic flow;
  - c. Vehicle drive-through windows facing the street or traffic flow.



8. Landscaped parking islands are required as follows in all parking lots. Parking islands may count toward the required minimum landscape area.

- a. **Interior islands:** A curbed landscape island must be provided for every ten (10) parking spaces. Each island must be a minimum of 170 square feet in area and ten feet (10') in width back-of-curb to back-of-curb, and be dispersed throughout the parking lot. A minimum three inch (3") caliper tree is required in each island. The remaining area must be landscaped with plants not exceeding three feet (3') tall.
- b. **Terminal (End) islands:** All parking rows must terminate in a curbed landscape island. Each terminal island must be a minimum of 360 square feet in area and contain two minimum three inch (3") caliper trees.
- c. **Median islands:** A curbed median island a minimum of ten feet (10') in width back-of-curb to back-of-curb must be located after every third parking bay and along primary internal access drives. Each median island must contain one minimum three inch (3") caliper tree a minimum of every thirty feet (30') on center.



**Section L Refer to Section 5.3 b**

**K. Buffering and Screening**

1. Any premise used or zoned for a Non-residential use that abuts another premise zoned or used for Single or Two-Family Dwellings must have an opaque screening fence.
  - a. Fence must be a minimum of six feet (6') in height.
  - b. Must be located along the abutting lot line, from the front building line to the rear lot line.
  - c. Fence is not required if a comparable fence is already existing on the abutting residential property.
2. All side yards that are not street side yards must contain a six foot (6') wide landscaped area extending from the front lot line to the rear lot line.
  - a. Must contain one (1) tree for each thirty linear feet of landscaping or screening, or portion thereof.

3. Any premise used or zoned for a Non-Residential use that contains a parking lot or vehicle use area in a side or rear yard that abuts a premise used or zoned for Non-Residential use, must have a screen of hedges, berms, or fencing.
  - a. Must be a minimum of three and one half feet (3 1/2') and a maximum of eight feet (8') in height.
  - b. Must be located between the parking lot and/or vehicle use area and the side or rear lot line so as to provide screening for twenty-five percent (25%) of the parking lot and vehicle use area.
  - c. May be grouped and dispensed randomly and need not be spaced evenly.
  - d. Must contain one (1) tree for each fifty linear feet of screened area, or portion thereof, unless the premise to which this section applies and the abutting property are both located in an M-1 or M-2 district, then the area to be screened must contain one (1) tree for each seventy-five linear feet of screened area.

Section 5.2.1 Landscaping: Residential(OF THE ZONING ORDINANCE)

A.

L. RESIDENTIAL FRONT YARD LANDSCAPING REQUIREMENTS

The requirements of this Subsection are limited to [new development of duplex and townhome](#) properties. ~~developed for single family, duplexes, and townhomes.~~

~~1.~~ 1 Minimum of two (2) large trees of at least two inches (2") in caliper or one (1) tree of at least four inches (4") in caliper, seven (7') feet high shall be planted in the front yard on each lot or;

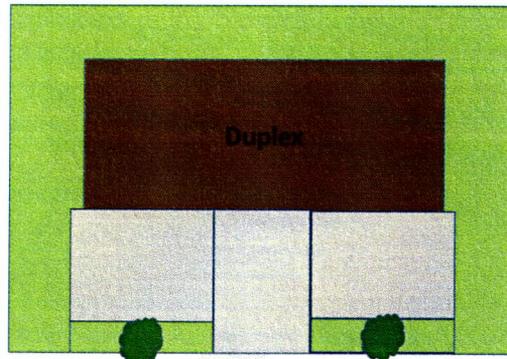
~~2.~~ a Minimum of one (1) tree for each fifty feet (50') of lot width or portion thereof, measured along the Front Lot Line.

~~a.~~ b Trees may be clustered or spaced linearly and need not be placed evenly at fifty foot (50') intervals.

~~3.~~ 2 ~~Duplexes:~~ Where parking is provided in the front yard, an eight foot (8') landscaped setback shall be required between the property line and the nearest side of the parking pad.

~~a.~~ a This area must be landscaped and contain a three foot (3') high screen consisting of a continuous berm, hedge, or wall.

- b. b Maintenance, as outlined in ~~this~~ Section 5.2.1 applies.



B. The requirements of this subsection are limited to new development of residential single family housing

1. Earthwise, sustainable landscape that is drought-tolerant and deer resistant is recommended.

2. Use the Landscape Standards Design Manual as a guide to selecting turf, foundation plants, and trees.

a. Minimum of one (1) tree for each fifty feet (50') of lot width or portion thereof, measured along the Front Lot Line.

b. Trees may be clustered or spaced linearly and need not be placed evenly at fifty foot (50') intervals.

3. Maintenance, as outlined in Section 5.2.1 applies.

4. At least fifty percent (50%) of the front yard shall be landscaped: turf, bordered mulch or gravel beds, shrubs, flowers, etc.

## PROPOSED AMENDMENT TO THE ZONING ORDINANCE

### Section 5.3C – Fences in Residential Areas

#### C. Fences in Residential Areas

##### 1. Locational Criteria and Height:

- a. Any fence or wall shall not exceed eight feet (8') in height above the adjacent grade.
- b. No fence or wall shall be permitted within the required front yard of any single-family residential lot except:
  - (1) A fence, wall, screen or similar barrier erected in the front yard setback shall not exceed 48 inches in height above the grade of the centerline of the adjacent street.
  - (2) A fence, wall, screen or similar barrier shall not exceed 36 inches in height above the grade of the centerline of the adjacent street and may be made of a solid material as provided in Section 5.3C2.
  - (3) A barrier that is higher than 36 inches must have an open design, with a minimum of 50 percent opacity or visibility, so as not to impose a visual barrier
- c. No residential fence shall be closer than fifteen feet (15') to a street right-of-way.

##### 2. Allowed Materials

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

- a. Decorative aluminum, steel or wrought iron
- b. Exterior Insulation and finish systems with integrated color (EIFS);
- c. Composite (manufactured for fencing with appearance of wood or stone);
- d. Fired brick;
- e. Latticework that does not exceed 2 feet in height and is anchored as a design element at the top of a 6-foot tall fence;
- f. Natural stone;
- g. Pipe (not in combination with welded wire panels or rolled materials)
- h. Pre-cast concrete with integrated color
- i. Split faced concrete block;
- j. Split rail, post and rail;
- k. Stucco with integrated color;
- l. Welded wire panels each with decorative framing (not rolled material, minimum 4 gauge, with erosion/rust prevention treatment)
- m. Wood planks/pickets;
- n. Vinyl planks, pickets, or panels

## Prohibited Materials

- a. Materials not listed as Allowed Materials are prohibited. Permits shall not be issued for materials not manufactured specifically for residential fencing, such as fibrous masonry products, landscape timbers, railroad ties, latticework panels, plywood, corrugated steel panels or fiberglass panels.
  - b. **Barbed Wire, Electrical, and Chain Link Fencing:** Barbed wire, electrical, or chain link fencing is prohibited as perimeter fencing except for containment of allowed farm animals on parcels of one (1) or more acres.
3. **Vehicular Access Gates:** Gates designed for vehicular access shall be set back from front the property line a minimum of twenty-five feet (25').
  4. **Swimming Pool Fences:** Fences around swimming pools shall comply with the Standard Swimming Pool Code/International Swimming Pool and Spa Code and the Village of Salado's codes or ordinances pertaining to same.
  5. **Sight Distance & Visibility:** Section 5.5.J provides the sight visibility requirements for fences and screening walls.
  6. **Other Types of Fencing:** Special purpose fencing, such as chain link fencing around tennis courts, or coated chain link (installed as manufacture, without affixing materials such as slats and tarps and only on lots of 2 acres in size or greater) may be permitted with Administrator approval.
  7. **Construction:** Fence framing and posts on fences visible from a public street must be placed to the interior of the lot so that they are not visible from the street. Unless a continuous masonry beam extends beneath a wooden privacy fence, rot board must be used and attached to the base of wooden privacy fence pickets to prevent warping of materials. In order to protect the deer population, no fence may have spikes or pointed tops of any kind; top edges must be rounded or flat.
  8. **Permit Required:** A permit is required for all fences and walls.
  9. **Drainage and Utility Conflicts:** All fencing that will cause a diversion of water runoff or otherwise prevent the natural flow of storm water shall require review by the City Administrator prior to approval. Walls or other fencing proposed to be located near a public utility easement or buried or above-ground utility equipment that are made up of masonry or a similar product and containing a poured foundation shall require review by the City Administrator prior to approval. Approval shall require a release from the utility for proposed construction.

Mill Creek Development Corporation To  
Mill Creek, Section Eleven, A Subdivision  
In Bell County, Texas  
April 6, 1983

Article XIII  
Walls, Fences and Hedges

No fence, wall or hedge shall be constructed or allowed to remain in front of the minimum building setback line. All fences, walls and hedges shall have a maximum height of three feet. No wire or metal fence of any type will be permitted. Location and design of all fences, walls and hedges must be approved by the Architectural Control Committee.

Article XIV  
Visual Obstruction at the Intersection of Public Streets

No object or thing having an elevation of more than two feet shall be placed, planted or permitted to remain on any corner lot within the triangular area bounded by the two lot lines along the streets adjoining such corner lot and a third line connection such street property lines between the points on such lines twenty-five (25) feet from the intersection of such lines.

Mill Creek Community Association  
2010 Directory

Mill Creek Covenants

No fence constructed in front of minimum setback lines. Maximum height of six feet on fences and will not be of wire construction.

4. Any vacancy(s) on the Commission shall be filled via appointment by a simple majority vote of the Board of Aldermen.
5. Members of the Planning and Zoning Commission may be removed from office at any time by a simple majority vote of the full Board of Aldermen either upon its own motion or upon recommendation of the Planning and Zoning Commission. Failure to attend three (3) consecutive scheduled meetings shall be deemed as neglect and cause for removal from office, unless such absences were due to unusual circumstances beyond the member's control such as sickness of the member or someone within the member's immediate family. A vote to remove a Commission member shall be placed on the appropriate agenda as a regular item, and shall be voted upon accordingly.
6. The members of the Commission shall regularly attend meetings and public hearings of the Commission, shall serve without compensation, and shall not hold any other office within, or serve as an employee of, the Village while serving on the Commission. The Commission shall meet a minimum of once per month at a time established by the Board of Aldermen. If there have been no applications filed for review by the Commission and there is no other business to discuss, the Village Administrator may direct the Village Secretary to notify the Chairman and no meeting will be required for that month.
7. The Chairperson and a Vice-Chairperson shall be appointed by the Commission membership, and each officer shall hold office for one (1) year or until replaced by a simple majority vote of the full Commission or full Board of Aldermen. The Mayor/Village Administrator's designee shall serve as Secretary to the Commission, and shall keep minutes of all meetings held by the Commission as well as the full record of all recommendations made by the Commission to the Board of Aldermen.
8. The Commission shall have the power to make rules, regulations and bylaws for its own governance, which shall conform with those set forth by the Board of Aldermen, and such rules, regulations and bylaws shall be subject to approval by the Board of Aldermen. Such rules and bylaws shall include, among other items, provisions for the following:
  - a. Regular and special meetings, open to the public;
  - b. A record of its proceedings, to be open for inspection by the public;
  - c. Reporting to the Board of Aldermen and the public bi-annually;
  - d. Reviewing the Comprehensive Plan annually with a full update every five years;
  - e. Reviewing Master Plans and Land Use and Development Ordinances; and
  - f. Required training in conformance with all laws.

*Sections 2.2(A) and 2.2(B) added by Acts 2014,*

*Board of Aldermen, Ord. 2014.09, Sec. 2.2, eff. December 11, 2014.*

**C. Parliamentary Procedure; Quorum; Voting:**

1. The Commission will follow the parliamentary procedure adopted by the Board of Aldermen, and procedures shall not be in conflict with the laws applicable to the Commission on the following:
  - a. **Quorum** - A quorum shall consist of a majority of the membership of the Commission, and any issue to be voted upon shall be resolved by a majority of those members present.