



**MEETING OF THE
SALADO BOARD OF ALDERMEN**

MUNICIPAL BUILDING - 301 NORTH STAGECOACH

BOARD OF ALDERMAN CHAMBERS

THURSDAY, JANUARY 15, 2015

WORKSHOP AGENDA (Revised January 12, 2015) – IMMEDIATELY

FOLLOWING REGULAR AGENDA

1. Financial Services and Payroll Services.
2. International Building Codes.
3. Development and Wastewater Fees.
4. Zoning Ordinance: Non-residential development standards, I-35 overlay, Landscape Ordinance.
5. Discuss Board of Aldermen Retreat to be held Saturday, January 24, 2015 at 8:00 a.m. at 831 North Main Street, Salado, Texas 76571.

**REGULAR MEETING AGENDA
SALADO BOARD OF ALDERMAN**

**THURSDAY, JANUARY 15, 2015 6:30 P.M.
MUNICIPAL BUILDING
301 NORTH STAGECOACH, SALADO TX
BOARD OF ALDERMAN CHAMBERS**

I. CALL TO ORDER

1. Invocation / Moment of Silence
2. Pledge of Allegiance, Texas Pledge of Allegiance
3. ("Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.")

II. REPORTS

Announcements concerning items of community interest. No action will be taken or discussed.

Mayor's Report:

- Committee Appointments
- Election Deadlines & Events

Aldermen Updates:

- Environmental Report – Alderwoman Dankert
- Ordinance Committee Report – Aldermen Fields & Coachman
- Main Street Report – Mayor Pro Tem Brown
- Street Improvement Committee Report – Alderman McDougal

III. PROCLAMATIONS – n/a

IV. PUBLIC COMMENTS

4. Citizens who desire to address the Board of Alderman 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 Alderman.

V. CONSENT AGENDA

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

5. Consider approving the Consent Agenda items:

Minutes

- (A) December 11, 2014 Regular Meeting.
- (B) December 16, 2014 Special Called Meeting.

VI. REGULAR AGENDA

Resolutions – n/a

Public Hearings / Ordinances

6. Hold a public hearing and consider adopting an ordinance authorizing amendment to Ordinance 2014.08, amending the budget for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015; providing for allocation of funds from Fund Balance for specified projects; providing for additional Funds, and revising the chart of accounts
7. Hold a public hearing and consider adopting an ordinance declaring certain unpermitted solicitations by itinerant vendors to be a nuisance, enacting solicitation regulations, and repealing Solicitation Ordinance 2011.05 and its amendments.

Miscellaneous

8. Presentation, discussion and possible action on a playground canopy donated by the Rotary Club of Salado, for placement covering the primary playground equipment at Pace Park.
9. Presentation, discussion and possible action on a proposed contract with Texas A&M University for Main Street Planning purposes.
10. Consider an agreement with Leadership Salado to provide programs and services for Fiscal Year 2014-15 in an amount of \$2,000.00 (two thousand dollars.)

VII. EXECUTIVE SESSION

11. Discuss possible appointments to the vacant positions of Village Secretary and Development Services Coordinator/Code Enforcement Officer.

VIII. REGULAR SESSION

12. Ratify appointments to the vacant positions of Village Secretary and Development Services Coordinator/Code Enforcement Officer.

The Village of Salado reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071

(Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

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

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 5:00 p.m., on Friday, January 9, 2015.

I hereby certify that a true and correct revised copy of this Notice of Meeting was posted in a public place at 2:30 p.m., on Monday, January 12, 2015.



Douglas A. Hansen, Village Secretary

Removed from display: _____

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

01/15/15
Item # 10
Regular Agenda
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DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: Consider an agreement with Leadership Salado to provide programs and services for Fiscal Year 2014-15 in an amount of \$2,000.00

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: In the FY 2014-15 Village budget, the Village included funding to support the Leadership Salado program in the amount of \$2,000. This program has been in place for some time. In the past, the Village provided financial services for this initiative. Based upon the advice of our financial consultant, it is recommended that the Village terminate providing financial services and enter into a service agreement with Leadership Salado in order to provide the funding. Below is a summary of programs and services that are outlined in the proposed service agreement.

- 1) Provide educational services to citizens of the Village in regard to the history of the Village, administration and operational aspects of the Village, tourism, SISD, Keep Salado Beautiful, Historical Society, Library, Chamber of Commerce, and other similar partner organizations.
- 2) Each class will develop and execute a community project.
- 3) Provider will work with alumni for volunteerism activities.
- 4) Provide out of town field trips for educational purposes.
- 5) PROVIDER, as a contractor, will provide all materials and services to perform the above stated work.

COMPREHENSIVE PLAN/MASTER PLANS: n/a

FISCAL IMPACT: The Village's contribution for FY 2014-15 would be \$2,000. Funds are budgeted in line item #7101 of the budget.

ATTACHMENTS:

- Agreement

**AGREEMENT FOR DISBURSEMENT OF
VILLAGE OF SALADO FUNDS**

Date: January 15, 2015

This agreement is made by and between the Village of Salado, Texas, a Type A General Law Municipality in Bell County, Texas, (hereinafter referred to as "VILLAGE"), and Leadership Salado, a nonprofit organization located in Bell County, Texas, (hereinafter referred to as "PROVIDER").

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

I. GENERAL PROVISIONS

A. PURPOSE

The purpose for this Agreement is to establish the terms and conditions associated with disbursement of VILLAGE funds to PROVIDER for use in its programs to benefit the citizens of the VILLAGE.

If PROVIDER modifies its program needs, or for other good and just reason PROVIDER is no longer able to, or no longer desires to, use any asset purchased with the funds granted under this agreement for the express purpose described herein, then PROVIDER may use the asset for other types of PROVIDER service programs with the VILLAGE's prior written approval. The VILLAGE has the sole right to approve, disapprove, or modify the new use. In addition, the VILLAGE shall monitor the new use of the asset to assure that it continues to be used for the benefit of residents of the VILLAGE.

The VILLAGE shall act through its VILLAGE Administrator, or her duly authorized representative, unless otherwise stated in this agreement.

B. DURATION

The term of this agreement begins on the 15th day of January, 2015, and ends on the 30th day of September, 2015. The VILLAGE and the PROVIDER may mutually agree, in writing, to renew this agreement for additional (1) year periods at least thirty (30) days before the expiration of each term.

C. TERMINATION

This agreement may be terminated by the VILLAGE in the event of default, inability, or failure to perform on the part of PROVIDER, if the VILLAGE disapproves a new use of the funds (under Part I. A.), or whenever such termination is determined by the VILLAGE to be in the VILLAGE's best interest. Likewise, the agreement may be terminated by PROVIDER if the VILLAGE does not provide funds pursuant to this agreement.

1) Material Breach

If PROVIDER breaches any of the material terms of this agreement (as determined by the VILLAGE), the VILLAGE shall have the right to declare this agreement immediately terminated, and the VILLAGE shall have no further responsibility or liability hereunder.

2) Non-Material Breach

The VILLAGE shall notify PROVIDER in writing of any non-material breach of this agreement, and specify a reasonable time within which to cure the particular breach. After being notified of such non-material breach, if PROVIDER fails to cure the non-material breach within the time stated in the notice, this agreement shall automatically terminate at the expiration of the stated time allowed for cure.

D. STATUS OF PROVIDER AS INDEPENDENT CONTRACTOR

PROVIDER shall operate as an Independent Contractor and not as an officer, agent, servant, or employee of the VILLAGE. PROVIDER shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same.

II. DUTIES AND RESPONSIBILITIES OF VILLAGE

A. DISBURSEMENT OF FUNDS

The VILLAGE will furnish funds for use as stated herein. The VILLAGE will monitor the use of such funds to ensure appropriate use of the funds. Funds shall be disbursed after execution of this Agreement and in compliance with the provisions herein. PROVIDER may submit a written request for disbursement to be paid in one lump sum on or about January 16, 2015 to the Village Secretary's Office, P.O. Box 219, Salado, TX 76571.

B. AMOUNT OF FUNDS

It is agreed that the total amount of funds to be paid PROVIDER under the terms of this agreement is TWO THOUSAND AND NO\100THS (\$2,000.00) DOLLARS.

III. DUTIES AND RESPONSIBILITIES OF PROVIDER

A. STATEMENT OF WORK

PROVIDER will use funds provided by the VILLAGE for performing the Scope of Services:

- 1) Provide educational services to citizens of the Village in regard to the history of the Village, administration and operational aspects of the Village, tourism, SISD, Keep Salado Beautiful, Historical Society, Library, Chamber of Commerce, and other similar partner organizations.
- 2) Each class will develop and execute a community project.
- 3) Work with PROVIDER alumni for volunteerism activities.
- 4) Provide out of town field trips for educational purposes.
- 5) PROVIDER, as a contractor, will provide all materials and services to perform the above stated work.

B. RECORDS AND REPORTS

1) PROVIDER will keep or cause to be kept an accurate record of all actions taken and all funds expended, with source documents, in the pursuit of the objectives of the performance of this Agreement.

2) PROVIDER will submit a report to VILLAGE no later than October 30, 2015, describing work performed by PROVIDER during the term of this Agreement and including information about activities, numbers of persons served, and other indicia of PROVIDER's success in achieving the goals of this Agreement.

C. COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS

PROVIDER further agrees that its officers, directors, agents, employees, and subcontractors shall abide by and comply with all laws, federal, state, and local, including all ordinances, rules, and regulations of the VILLAGE of Salado.

If the VILLAGE notifies PROVIDER of any violation(s) on the part of PROVIDER or any of its officers, directors, agents, servants, employees, invitees, or subcontractors, then PROVIDER shall immediately desist from and correct such violations.

D. MONITOR EFFECTIVENESS OF SERVICES AND WORK

PROVIDER agrees to cooperate with the VILLAGE regarding the VILLAGE's monitoring of PROVIDER's compliance with the terms of this agreement. The VILLAGE shall have access at reasonable hours to all offices and records (dealing with the use of the funds that are the basis of this agreement) of PROVIDER, its officers, directors, agents, employees, and subcontractors for the purpose of such monitoring.

E. ASSIGNMENT

PROVIDER shall not assign all or any part of its rights, privileges, or duties under this agreement without the prior written approval of the VILLAGE Board of Aldermen.

IV. MISCELLANEOUS

A. LAW & VENUE

This Agreement shall be governed by the laws of the State of Texas. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this agreement, venue for said action shall be in Bell County, Texas.

B. WRITTEN INSTRUMENT IS ENTIRE AGREEMENT

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed under this agreement and may not be modified unless in writing, executed by all parties.

C. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience, and are not intended to define or to limit the scope of any provision of this agreement.

D. SEVERABILITY

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

VILLAGE OF SALADO, TEXAS

LEADERSHIP SALADO

Skip Blancett, Mayor

By: Raye L. Krustchinsky (Chairman)

ATTEST:

ATTEST:

Douglas A. Hansen, Village Secretary

STATE OF TEXAS '

COUNTY OF BELL '

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

Notary Public, State of Texas

STATE OF TEXAS '

COUNTY OF BELL '

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____ as _____, on behalf of Leadership Salado.

Notary Public, State of Texas