

Regular Meeting Agenda
Salado Board of Aldermen

Thursday, November 13, 2014 6:30 p.m.
Municipal Building
301 N. Stagecoach Road
Board of Alderman Chambers

I. CALL TO ORDER

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

II. REPORTS

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

Mayor's Report: Upcoming Meetings and Events

Aldermen Updates (as needed):

- Alderman McDougal: Roads Committee update
- Alderman Coachman and Alderman Fields: Ordinance Committee Update
- Mayor ProTem Brown: Downtown Plan Update
- Alderman Dankert: Environmental Update

III. PROCLAMATIONS

n/a

IV. PUBLIC COMMENTS

3. 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.

4. Consider approving the Consent Agenda items:

Minutes

- (A) Minutes of the November 6, 2014 Board of Aldermen/Zoning Board of Adjustment Meeting

Resolutions

- (B) 2014-106-R: Consideration and possible action on a Resolution approving an agreement for Professional Financial Advisory Services between the Village of Salado and SAMCO Capital Markets, Inc and authorizing the Mayor to execute the agreement
- (C) 2014-107-R: Consideration and possible action on a Resolution of the Village of Salado to approve an agreement with Andrews Kurth LLP to serve as Bond Counsel with respect to bonds, certificates of obligation, notes and other debt obligations for the Village of Salado

Miscellaneous

- (D) Consideration and possible action on an Interlocal Agreement between the Village of Salado and the Central Texas Council of Governments naming the Central Texas Council of Governments-Development District of Central Texas as Grant Administrator of the Economic Development Administration Public Works Grant for the Village of Salado should that grant be awarded

VI. REGULAR AGENDA

Resolutions

5. 2014-108-R: Consideration and possible action on a Resolution Canvassing Returns and Declaring Results of Bond Election

Miscellaneous

6. Consideration and possible action on a Lease Agreement among the Village of Salado, the Presbyterian Church of Salado, and Salado Storage, LLC for property located at 113 Salado Plaza Drive
7. Consideration and possible action on a Sublease Agreement among the Village of Salado, Keep Salado Beautiful, and the Public Art League of Salado for property located at 113 Salado Plaza Drive
8. Consider approving a License For Use of Village Owned Property for use by the Public Art League of Salado and Keep Salado Beautiful

9. Consideration and possible action on a professional services agreement with Kasberg, Patrick, and Associates LP for engineering services including design, bidding, and construction administration required for reconstruction of Salado Plaza Drive, Mill Creek Drive, and Thomas Arnold Road in an amount not to exceed \$61,500
10. Consider appointing member(s) to the following City boards and commissions:
(A) Planning and Zoning Commission

VII. EXECUTIVE SESSION

11. Consider appointment of a Public Relations Specialist

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 5:15 p.m., on Friday, November 7, 2014.

Lyndsey Barrett, Acting City Secretary

Removed from display: _____

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Village Board of Aldermen
Regularly Scheduled Board of Aldermen/Zoning Board of Adjustments
Meeting Minutes
Municipal Building, 301 N. Stagecoach Rd.
Thursday, November 6, 2014 6:30pm

Members present: Skip Blancett, Fred Brown, Hans Fields, Michael McDougal, Amber Preston Dankert, Frank Coachman

Members Absent: none

Others Present: Kim Foutz - Village Administrator, Debbie Charbonneau – Tourism Director, Lyndsey Barrett – Acting Village Secretary, Jack Hensley - Chief of Police, Kristin Oakes - High School Representative

I. Call To Order : Mayor Blancett called the meeting to order at 6:33pm, quorum present.

1. Pastor Scott Mescher lead the invocation.
2. Pledge of Allegiance and Texas Pledge of Allegiance were recited.

II. Reports:

Mayor's Report: Announced the Sanctuary Development workshop sessions that will be held at the Salado Public Library Community Room. Announced the upcoming Mixer at the office and home of Dr. Willingham on November 13th from 5:30pm-7:00pm. Mayor Blancett invited the public to attend the re-dedication ribbon cutting at the Sculpture Garden on Monday, November 17, 2014 at 5:30 p.m.

Staff updates: Investment Officer Dan Nixon reported on the August Hotel/Motel and General Fund financials. Mr. Nixon reported that Hotel/Motel had no changes. General Fund account revenue will increase once September numbers are confirmed. Mr. Nixon stated that he will present the investment report in December.

Jim Reed: Report on compliant at 220 Royal Street – Mr. Reed stated that he met several times with the owners of The Shed and always found them to be cooperative and respectful and continued to state that the owners have gone above and beyond in their response to a complaint that was unfounded and unprovoked. Mr. Reed stated that after his investigation it showed that The Shed has at all times and in all ways complied with every request made of them during the development and permitting process and that at no times did they seek nor gain concessions from the Village. Mr. Reed also stated that the owners of The Shed were not required to comply with any of the four requests made by the Village; they did so voluntarily and in the spirit of cooperation, at significant expense to themselves. (Full comments on the investigation by Jim Reed are available upon request)

Aldermen Updates:

- **Alderman McDougal:** – N/A
- **Alderman Coachman and Alderman Fields:** Worked with City Administration Committee. Currently have a meeting scheduled for Monday, November 10, 2014 with Kim Foutz and will bring forth recommendations to the Board of Aldermen.
- **Mayor ProTem Brown:** Lights will start going up on Monday on the Civic Center and Tourism Building. A&M will start in spring semester.
- **Alderman Dankert:** N/A

III. Proclamations: N/A

IV. Public Comments:

3. **Earl Williams-** President of the Purple Heart – Doris Williams (wife) – Thanked everyone for making Salado a Purple Heart City.
Susan Terry – 2106 Bluff Circle -- invited the public to the Sculpture Garden Re-Dedication on 11/17/14. Mrs. Terry announced that the Sculpture Garden is now a Village Park.
Jim Reed – 11124 Armstrong Road – Congratulated the Board of Aldermen on last week. Mr. Reed stated that there is a great future for Salado.

V. Consent Agenda:

4. *Alderman Fields made a motion to approve the Consent Agenda. Motion was seconded by Alderman McDougal, motion passed unanimously.*

VI. Regular Agenda: Miscellaneous

5. *Motion was made by Alderman Coachman to accept the agreement with Keep Salado Beautiful providing programs and services for fiscal year 2014-15 in the amount of \$ 5000.00 with automatic option to renew. Motion was seconded by Alderman Dankert, motion passed unanimously.*
6. *Motion was made by Alderman Coachman to approve the Annual Street Maintenance Program for year 2014/15 as presented and let for bid the process of seal coating and reconstruction as recommended by committee. Motion was seconded by Alderman Fields, motion passed unanimously.*
7. *Motion was made by Mayor Pro Tem Brown to approve the contract for consultant services between the Village of Salado and the Chamber of Commerce and appoint Alderman McDougal as the Board of Aldermen representative to serve on the Supervisory Board of the Salado Chamber of Commerce and Tourism Convention Visitors Bureau AND directing staff to bring forth, at a future meeting, an agenda item to amend/repeal ordinance #2007.05 related to the Tourism Council. Motion was seconded by Alderman Dankert, motion passed 4 to 1, Alderman Fields voting against.*

VII. Public Hearing: Entered Public Hearing at 7:46 p.m.

8. Open Floor - No public comments
Motion was made by Mayor Pro Tem Brown to accept variance to sign ordinance 2012.01 allowing a roof mounted sign at 401 South Main Street. Motion was seconded by Alderman McDougal, motion passed unanimously.
9. Open Floor -- Jennifer McFarland: Drives past that existing sign every day and said that the sign is not 15 feet tall and is not a danger to traffic.
Cathy Sands: Drives past the existing sign every day and wants to point out if you allow the setback of this sign then you should allow all.
Darlene Walsh: The existing sign was approved by the Board of Aldermen years ago and it was not an issue. The reason the sign was put in that spot was for visibility reasons.
Motion was made by Alderman Fields to accept variance to sign ordinance 2012.01 allowing the placement of a freestanding sign not to exceed 4 feet by 8 feet at 1109 West Village Road. Motion was seconded by Alderman McDougal, motion passed unanimously.

Public Hearing ended at 8:10 p.m.

VIII. Executive Session: Adjourned in Executive Session at 8:15 p.m.

- Discussed Personnel Matters

Reconvened in Regular Session at 8:35 p.m.

10. *Motion was made by Alderman McDougal to approve the staff recommendation to appoint Randy Stoneroad as Village Secretary. Motion was seconded by Alderman Coachman, motion passed unanimously.*
11. *Motion was made by Alderman Coachman based on new agreement between the Salado Chamber of Commerce and Tourism Convention Visitors Bureau that all future hires must involve the Village of Salado Board of Aldermen and the Village Administrator. Motion was seconded by Alderman McDougal, motion passed unanimously.*
12. *Motion was made by Mayor Pro Tem Brown to approve the staff recommendation to appoint Kerry Phillip as Event Coordinator. Seconded by Alderman Coachman, motion passed 4 to 1, Alderman Dankert voted against.*

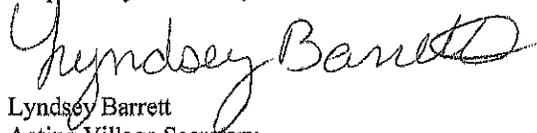
Announcements:

Next Scheduled Board of Aldermen meeting is November 13, 2014.

Meeting was adjourned at 8:45 pm.

For copies of all handouts, please contact the Village office at 947-5060.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lyndsey Barrett". The signature is written in black ink and is positioned above the printed name and title.

Lyndsey Barrett
Acting Village Secretary

Skip Blancett
Mayor

BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

11/13/14
Item #1
Workshop Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: Discuss the Solicitation (Itinerant Vendor) Ordinance – Ordinance 2011.05

STAFF/COMMITTEE RECOMMENDATION: This is a workshop item only.

ITEM SUMMARY AND ANALYSIS: City staff recently received multiple inquiries regarding an itinerant vendor that was located on private property in the Village. Specifically, individuals wanted to ensure that the property permit had been obtained. As a result, staff reviewed the current ordinance and identified several issues that should be discussed. Please refer to the attached ordinance. Items of particular interest for discussion are highlighted. Yellow highlights existing language for discussion. Green highlights provisions that are not addressed in the existing ordinance.

FISCAL IMPACT: n/a

ATTACHMENTS:

Itinerant Vendor Ordinance – Areas Identified for Discussion are highlighted
Permit Application

**Ordinance No. 2011. 05
Village of Salado
County of Bell
State of Texas
October 20, 2011**

SOLICITATION ORDINANCE

AN ORDINANCE OF THE VILLAGE OF SALADO DECLARING CERTAIN UNPERMITTED SOLICITATIONS BY ITINERANT VENDORS TO BE A NUISANCE, ENACTING SOLICITATION REGULATIONS, AND REPEALING SOLICITATION ORDINANCE NO. 2008.03 AND ITS AMENDMENTS AND REPLACING WITH THIS ORDINANCE, AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A POPULAR NAME; PURPOSE; DEFINITIONS; GENERAL PROHIBITIONS; LICINSING REQUIREMENTS; A SEVERABILITY CLAUSE; EFFECTIVE DATE; ENFORCEMENT INCLUDING CRIMINAL FINES NOT TO EXCEED \$500 AND CIVIL PENALTIES NOT TO EXCEED \$100 PER OFFENSE AND INJUNCTIVE RELIEF; AND PROPER NOTICE AND OPEN MEETING

WHEREAS, the Board of Aldermen of the Village of Salado is committed to protecting Village citizens from the harassment, annoyance, shabby merchandise and questionable services commonly associated with certain itinerant vendors and vagrant merchants; and

WHEREAS, the Board of Aldermen seeks to keep the public rights-of-way free of clutter and the visual distractions that often accompany certain merchants soliciting customers along streets and roadways; and

WHEREAS, the Board of Aldermen finds that certain itinerant vendors constitute a public nuisance worthy of government regulation; and

WHEREAS, the Board of Aldermen has the general statutory authority, pursuant to Texas Local Government Code Chapter 54, to adopt an ordinance, rule or police regulation that is for the good government, peace, and order of the Village; and

WHEREAS, the Board of Aldermen has the specific statutory authority, pursuant to Texas Local Government Code Chapter 217, to prevent and punish a person engaging in a breach of the peace and to suppress and prevent any noise or disturbance in any public or private place in the Village; and

WHEREAS, the Village of Salado has the authority to permit, tax, suppress, prevent, or otherwise regulate hawkers, and peddlers pursuant to its general police powers and Section 215.031 of the Texas Local Government Code; and

NOW THEREFORE, be it ordained by the Board of Aldermen of the Village of Salado, Texas:

1. INTRODUCTION

A. POPULAR NAME

This Ordinance shall commonly be referred to as the "Solicitation Ordinance."

B. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the Board of Aldermen of the Village of Salado and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

C. PURPOSE

It is the intent and purpose of this Ordinance to protect residents and other citizens of Salado from unscrupulous transient merchants.

D. SCOPE

This Ordinance provides regulatory standards throughout the Village's incorporated municipal boundaries (i.e., city limits).

E. DEFINITIONS

Words and phrases used in this Ordinance shall have the meanings set forth in this section. Words and phrases which are not defined in this Ordinance but are defined in other ordinances of the Village of Salado shall be given the meanings set forth in those ordinances. Other words and phrases shall be given their common, ordinary meaning unless the context clearly requires otherwise. Headings and captions are for reference purposes only, and shall not be used in the interpretation of this Ordinance.

1. **Itinerant vendor:** means a retailer who does not operate any "place of business" as defined by the Texas Administrative Code. The term expressly includes the following:
 - a. *Commercial traveler* – a person who is employed by or who represents a manufacturer, wholesaler, or importer who sells or exhibits goods to parties who engage in the business of purchasing such goods for the purpose of resale to the general public.
 - b. *Itinerant merchant* – a person who moves stocks of goods or samples of goods into the Village for the purpose of selling or offering for sale or taking orders for the sale of such goods with the intention of removing such samples or the unsold portion of goods away from the Village before the expiration of one month and who has no fixed place of business within the Village or county for which definite arrangements have been made for the use, occupancy, hire, rental or lease of such place for a term of at least one month.

- c. *Peddler* – a person who carries goods upon a truck or other vehicle on the streets of the Village for the purpose of exhibiting, selling, or offering for sale such goods from such truck or other vehicle or who within the Village goes from door to door of residences, public facilities, or businesses to display, sell, offer for sale, or take orders for the sale of goods or to exhibit brochures, sales literature or price lists for the purpose of taking orders for the sale of goods or who within the Village exhibits, sells, offers for sale or takes orders for the sale of goods from a vacant lot, parking lot, tent, boat, storage bin, stall or unenclosed structure.
 - d. *Transient Vendor* – a person who within the Village engages in the temporary business of exhibiting, delivering, selling or offering for sale any goods or exhibiting brochures, sales literature, or price lists for the purpose of taking orders for the sale of goods and who has no fixed place of business within the Village or county that is used, occupied, hired, rented, or leased for a period of at least one month for the purpose of operating or conducting such business thereon.
 - e. *Mobile Food Unit/Vendor*: Any person who sells food products or takes food product orders from house to house, from place to place, or in a stationary location in the Village limits, and who sells such food out of a vehicle, wagon, cart or other conveyance used in the transportation of such food. All mobile food units must conform to the Bell County Health Districts mobile food unit regulation/specifications. Mobile Food Unit/Vendors may only sell consumable food or beverages. (Also see Zoning Ordinance definitions and Use Chart.) For purposes of this Ordinance, the term “itinerant vendor” does not include the following: persons who make such sales sporadically for the purposes of raising funds for an incorporated charitable, fraternal, educational or religious institutions; street musicians who play free of charge but accept donations; garage sales; produce stands where vendors sell fruits and/or vegetables grown in Bell County.
2. **Garage Sale**: includes the sale of anything of value on any premises not considered a retail business establishment and permitted to do business in the Village of Salado, and/or the State of Texas. For purposes of this Ordinance, the term includes and is synonymous with estate sales, patio sales, rummage sales, and yard sales.
 3. **Goods**: means tangible chattels of every kind and character.
 4. **Person**: means an individual, corporation, organization, government agency, business, trust, partnership, association, or any other legal entity.
 5. **Place of business**: means an established outlet, office, or location operated by a retailer, the retailer's agent, or the retailer's employee for the purpose of receiving orders for taxable items. The term "place of business" includes any location at which three or more orders are received by the retailer in a calendar year. A location such as a warehouse, storage yard, or manufacturing plant is not a "place of business," unless

at least three orders for taxable items are received by the retailer at the location during a calendar year.

6. **Retailer:** means a person who sells tangible goods by small quantities, in broken lots or parcels (e.g., not in bulk) directly to the consumer, in contrast to a sale for further sale or processing.
7. **Village:** means the Village of Salado, an incorporated municipality located in Bell County, Texas. The term may also refer to employees, agents or other designee of the Board of Aldermen of the Village of Salado.

2. GENERAL PROHIBITIONS

A. Rights of Way

No person shall display, sell, or solicit orders for any goods within six (6) feet of any public street or roadway, state, federal or local. ~~THIS SECTION DOES NOT~~

~~This section does not apply to vending machines or newspaper stands that are secured to ensure the safety of pedestrians and do not obscure the line of sight or otherwise hinder operators of motor vehicles.~~

B. Hours of Operation

No person may make solicitations to private residences, public facilities, and businesses except between the hours of 9:00 a.m. and 7:00 p.m., unless otherwise posted by the private property owner or by someone with apparent authority to act for the owner. This section does not apply where the person is on the property by express and invitation of the person residing on the premises.

C. Property Owners

No property owner shall knowingly allow the owner's property to be used or occupied by an itinerant vendor who conducts thereon a business operation or who exhibits or offers for sale goods without first obtaining a permit as required by the provisions of this ordinance.

~~ON IN REQUIRED PARKING SPACE OF COMMERCIAL BUSINESSES~~

3. PERMITS

A. Permit Required

No itinerant vendor, Peddler or Food Trailer shall operate within the Village without first applying for and receiving a permit from the Village. Permits are nontransferable and may not be assigned or conveyed to other persons. ~~This section shall NOT APPLY to any of the following:~~

1. Sales or exhibits at fairs, festivals, rodeos, conventions, ~~or events on private or public property sponsored by the property owner or by the Village or one (1) or more Village civic organization, school, church or the chamber of commerce.~~

2. Charitable solicitations by incorporated charitable, fraternal, educational or religious institutions.

B. Interstate Commerce

This division does apply to transient vendors, itinerant merchants and peddlers involved in interstate commerce, as the Board finds the permit procedure and fee does not unduly burden interstate commerce.

C. Application

An application for a permit required by this ordinance shall be made in person by the persons requesting such permit upon forms available in the office of the Village Secretary.

Applications must be submitted at least 72 hours prior to date of vending. Applications must be submitted to the Village Secretary or Municipal Inspector. A separate permit and application shall be required for each person who engages in the activities of an itinerant vendor, including such employee, agent, or consignee who engages in such activity. Such application form shall provide a space for the following information which must be furnished by the applicant:

1. The name, current and former residence and business address, current residence and business telephone number, and occupation of applicant. If applicable, the local address and telephone number where the applicant may be reached.
2. the social security number (if does not possess a valid Driver's License) and birth date of the applicant, valid driver's license number, expiration date and state issuing it.
3. a physical description of the applicant which includes race, gender, height, weight, hair and eye color.
4. two recent photographic likenesses of the applicant's face, which photographs shall not be less than one inch square or larger than two inches square in size. One photograph shall be kept with the application and one photograph shall be attached to the permit.
5. a valid state driver's license. Only non-drivers may submit other positive identification issued to the applicant by a governmental agency and the state issuing it.
6. a description of the goods to be sold, including brand name, if any. If the goods are to be shipped, the name, address and telephone number of the manufacturing location and/or shipping location.
the address of the location from which such goods shall be displayed to the public or offered for sale or a statement that the applicant will travel from door-to-door for the purpose of exhibiting or offering goods for sale.
8. the name, address and telephone number of the owner of the property at such location.
9. if the goods to be sold are transported in or displayed from a vehicle, the vehicle owner's name, address and telephone number and the vehicle's make, model color, description, identification number and permit number.
10. statement that the applicant has not been convicted within the last five years of a felony offense.
11. such other information as may be required to complete an investigation as to the fitness of the applicant to conduct such business operation.
12. Mobile Food Units/Vendors must submit plan, description, and photo of unit, a copy of permit from Health Department or Texas Department of State Health Services, a list of

foods and beverages to be served on the unit, state the source of the item and when and where it will be prepared, a copy of Fire Chief/Marshall inspection and a copy of the state sales tax certificate.

D. Consent from Property Owner

If the applicant proposes to display goods to the public or to offer such goods for sale from a designated location, the application shall be accompanied by a written permit signed by the owner or the duly authorized agent of the owner of the property at the location from which the applicant proposes to display or to offer for sale any goods. Such permit shall state that said owner consents that the applicant may use and occupy such property for the purpose of selling or offering for sale such goods.

E. Tax Collection

If state law and/or Village regulations require that sales tax must be paid upon the purchase of such goods as the applicant proposes to offer for sale, the applicant shall possess a valid sales tax permit issued by the office of the comptroller of accounts of the State. Failure to display this permit will be cause to remove vendor from the Village. The local sponsor/organizer of a fair, festival, rodeo, convention, or event sponsored by the property owner, Village or civic organization is required to furnish the following information, listed on the Texas Sales Tax and Use Permit of each vendor to the Village Secretary within five (5) working days after conclusion of the event/permit

- a. Taxpayer name
- b. Business Location Name
- c. Taxpayer number

F. Other Authorities

Each applicant who proposes to sell or offer for sale goods consisting in whole or in part for human consumption shall secure on the application form for permit hereunder the signature of the public health officer of the county and/or Village indicating that such goods meet minimum food standards of the state.

All applicants who propose to sell or offer for sale goods consisting in whole or in part for human consumption shall acquire and provide to the city a food handlers permit from a county health department.

G. Grounds to revoke or deny

The Village Secretary or the Board of Aldermen's designated representative may deny or revoke a permit for an itinerant vendor for any of the following reasons:

1. the applicant does not present a valid state driver's license or, if allowed, other positive identification by a governmental agency;
2. the applicant does not complete the application form and procedure;
3. the applicant or the proposed activity of the applicant does not comply with applicable Village ordinances and codes, including building codes and the county or state health codes;
4. the applicant makes false or fraudulent statements on the application form;

5. the applicant or permit is found after investigation to be misrepresenting or making false statements in regard to his authority to sell such goods;
6. within the last five years the applicant has been convicted of a felony;
7. within the last five years the applicant or permit has been convicted in a court of proper jurisdiction of violating this ordinance at any time;
8. upon recommendation from the Chief of Police or Code Officer that the permit be revoked because the conduct of the permit or the manner in which the permit is conducting his business operation endangers the health or safety of a citizen of the Village or a visitor within the Village.

~~DOES NOT COMPLY WITH THE TERMS OR REPRESENTATIONS OF PERMIT~~

H. Appeal

If the applicant for a permit under this ordinance or the holder of such a permit is dissatisfied with any holding or finding of the Village Secretary or the Code Officer he shall have the right to appeal to the Board of Aldermen by filing a written notice of such appeal with the Village Secretary within ten (10) days from the decision by the Village Secretary or Code Officer. Upon the filing of such notice of appeal, the application for the permit and all papers possessed by the Village Secretary in connection with such application and such permit may be delivered to the Board of Aldermen. The appeal shall be heard by the Board at the next regular meeting after the filing of the notice of appeal that allows compliance with the Texas Open Meetings Act.

I. Fees and Terms

Any person who is required to obtain a permit by the provisions of this ordinance may apply for a one-day, thirty-day, or a ~~six-month~~ permit.

- (1) When a one-day permit is issued to any such person, the applicant shall pay, at the time the application is submitted, to the Village Secretary a permit fee of fifty (\$50.00) dollars.
- (2) When a thirty-day permit is issued to any such person, the applicant shall pay, at the time the application is submitted, to the Village Secretary a permit fee of seventy-five (\$75.00) dollars.
- (3) When a six-month permit is issued to any such person, such person shall pay, at the time the application is submitted, to the Village Secretary a permit fee of one hundred (\$100.00) dollars. No permit, except a Mobile Food Unit/Vendor permit, issued under the provisions of this ordinance shall be issued for a longer period than six months.
- (4) When a Mobile Food Unit/Vendor permit is issued to any such person, such person shall pay, at the time the application is submitted, to the Village Secretary a permit fee of two hundred ~~(\$200.00)~~ dollars.
- (5) Not later than three (3) days after a ~~completed application~~ is filed, the applicant shall be notified in writing of the decision of the issuance or denial of the permit unless the day filed is a Thursday or Friday. Then the applicant shall be notified not later than six (6) business days after a completed application is filed.

~~NEW SECTION OF AOK CONTINUOUSLY NO MORE THAN SIX MONTHS IN A BINARY YEAR~~

J. Display of Permit

Any person issued a permit pursuant to the provisions of this ordinance must exhibit in plain view to all present the permit and the photo identification.

K. Records

The Village Secretary shall keep a record of each permit issued for a minimum of twelve months after issue date.

L. Warranties and Claims

Any person required to obtain a permit under the provisions of the ordinance must display at all times during which such person is doing business, a sign lettered in two-inch letters and visible to all present specifying the type and duration of any warranties made on such goods and the address where any purchaser may make a claim for breach thereof.

M. Trespass

No person, including the holder of any permit issued under this ordinance, shall to enter upon the land or premises of another after receiving notice from the owner and/or resident that such entry is forbidden. A sign on the premises stating approximately "No Solicitors Commercial or Charitable" or "No Solicitors Except for Non-Profit Organizations", shall constitute notice. A conviction for the violation of this section shall result in the automatic revocation of such convicted person's peddler's and solicitor's permit.

4. ENFORCEMENT

A. Nuisance

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

B. Criminal Prosecution

Any person violating any provision of this Ordinance shall, upon conviction, be fined a sum not exceeding five hundred dollars (\$500.00) per offense. Each day that a provision of this Ordinance is violated shall constitute a separate offense. An offense under this Ordinance is a misdemeanor.

C. Civil Remedies

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

1. injunctive relief to prevent specific conduct that violates the Ordinance or to require specific conduct that is necessary for compliance with the Ordinance; and
2. a civil penalty up to one hundred dollars (\$100.00) a day when it is shown that the defendant was actually notified of the provisions of the Ordinance and after receiving notice committed acts in violation of the Ordinance or failed to take action necessary for compliance with the Ordinance; and
3. other available relief.

5. RELATION TO OTHER ORDINANCES

This ordinance is enacted in addition to other regulations adopted by the Village. When possible, ordinances addressing the same topic shall be read together in harmony. When Village regulations conflict, the most stringent shall govern unless a variance is granted.

6. REPEALER

This ordinance, upon its enactment and effective date, shall repeal all conflicting provisions that may be contained in other Village ordinances or regulations. This ordinance, upon its enactment, replaces Ordinance No. 2008.03 and its amendments in their entirety.

7. SEVERABILITY

It is hereby declared to be the intention of the Board of Aldermen that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this ordinance shall be enforced as written.

8. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED on this the 20th day of October, 2011, by a vote of _____ ayes, _____ nays, and _____ abstentions of the Board of Aldermen.

THE VILLAGE OF SALADO

Merle Stalcup, Mayor

ATTEST:

Dianna Zulauf, Village Secretary

SOLICITATION / ITINERANT VENDOR APPLICATION



ALL APPLICATIONS MUST BE SUBMITTED AT LEAST 72 HOURS IN ADVANCE

Date(s) of set-up: _____

Individuals Name: _____ Business Name: _____

Current Occupation: _____

Current Individual's Business Address: _____
(Physical address, city, state, zip)

Owner/Applicant Telephone Number: _____

Social Security Number (if no D.L.): _____

Date of Birth: _____

Drivers License Number: _____

Expiration Date: _____

Physical Description of Applicant:

Sex: _____

Race: _____

Height: _____

Weight: _____

Hair Color: _____

Eye Color: _____

Other Description: _____

Physical Description of Person/Persons Who Will be On-Site or In the Unit/Vehicle:

Sex: _____

Race: _____

Height: _____

Weight: _____

Hair Color: _____

Eye Color: _____

Other Description: _____

License Plate Number of Vehicle/Unit: _____

Description of goods to be sold: _____

Is application for a Mobile Food Unit/Vendor? Yes No

Goods are to be sold(circle one): Door-to-door Stationary location Vehicle
location: _____

Name, address, phone # of owner of property: _____

Name, address, and phone # of manufacturing location and/or shipping location (if applicable): _____

Please attach:

- _____ a copy of a Valid Sales Tax Permit issued by the State of Texas.
- _____ a copy of a valid Drivers License
- _____ a description and photo of the unit
- _____ a site plan of the location where the unit(s)/vehicle(s) will be parked.
 - Site plan must show right of way lines and that the unit/vehicle is no less than 60 away from the r-o-w
 - Site plan must demonstrate that primary business' required parking ratios are met and not obstructed
 - Site plan must demonstrate that driveways and fire lanes are not obstructed
- _____ a copy of state required liability insurance on vehicle to be used
- _____ written permission signed by the owner or the duly authorized agent of the owner of the property at the location from which the applicant proposes to display

Length of permit requested	30 days	6 month	One Day License	Mobile Food Unit
Fee (no personal checks)	\$75.00	\$100.00	\$50.00	\$200.00

Warranties and Claims:

Applicant must display at all times during which such person is doing business, a sign lettered in two-inch letters and visible to all present specifying the type and duration of any warranties made on such goods and the address where any purchaser may make a claim for breach thereof.

Food Vendors:

Applicant shall secure on this form a copy of their area Health Department's food handlers card/license.

Mobile Food Unit/Vendor

A mobile food vendor must provide the additional following information with this application:

- _____ A copy of permit from Health Department or Tx Department of State Health Services;
- _____ A list of foods and beverages to be served on the unit, stating the source of the item and when and where it will be prepared

I, _____, have not been convicted of a felony offense in the last five years. I certify that all the information contained therein is true and correct upon penalty of perjury. I understand that any false statement made by me on this application could cause the Village to revoke the permit. I understand that I am required to abide by all rules and regulations of the Village of Salado's Solicitation Ordinance. Further, I authorize the Village of Salado to investigate and verify the facts claimed by me on this application.

Signature

Date

Village Board of Aldermen
Regularly Scheduled Board of Aldermen/Zoning Board of Adjustments
Meeting Minutes

Municipal Building, 301 N. Stagecoach Rd.

Thursday, November 6, 2014 6:30pm

Members present: Skip Blancett, Fred Brown, Hans Fields, Michael McDougal, Amber Preston Dankert, Frank Coachman

Members Absent: none

Others Present: Kim Foutz - Village Administrator, Debbie Charbonneau – Tourism Director, Lyndsey Barrett – Acting Village Secretary, Jack Hensley - Chief of Police, Kristin Oakes - High School Representative

I. Call To Order : Mayor Blancett called the meeting to order at 6:33pm, quorum present.

1. Pastor Scott Mescher lead the invocation.
2. Pledge of Allegiance and Texas Pledge of Allegiance were recited.

II. Reports:

Mayor's Report: Announced the Sanctuary Development workshop sessions that will be held at the Salado Public Library Community Room. Announced the upcoming Mixer at the office and home of Dr. Willingham on November 13th from 5:30pm-7:00pm. Mayor Blancett invited the public to attend the re-dedication ribbon cutting at the Sculpture Garden on Monday, November 17, 2014 at 5:30 p.m.

Staff updates: Investment Officer Dan Nixon reported on the August Hotel/Motel and General Fund financials. Mr. Nixon reported that Hotel/Motel had no changes. General Fund account revenue will increase once September numbers are confirmed. Mr. Nixon stated that he will present the investment report in December.

Jim Reed: Report on compliant at 220 Royal Street – Mr. Reed stated that he met several times with the owners of The Shed and always found them to be cooperative and respectful and continued to state that the owners have gone above and beyond in their response to a complaint that was unfounded and unprovoked. Mr. Reed stated that after his investigation it showed that The Shed has at all times and in all ways complied with every request made of them during the development and permitting process and that at no times did they seek nor gain concessions from the Village. Mr. Reed also stated that the owners of The Shed were not required to comply with any of the four requests made by the Village; they did so voluntarily and in the spirit of cooperation, at significant expense to themselves. (Full comments on the investigation by Jim Reed are available upon request)

Aldermen Updates:

- **Alderman McDougal:** – N/A
- **Alderman Coachman and Alderman Fields:** Worked with City Administration Committee. Currently have a meeting scheduled for Monday, November 10, 2014 with Kim Foutz and will bring forth recommendations to the Board of Aldermen.
- **Mayor ProTem Brown:** Lights will start going up on Monday on the Civic Center and Tourism Building. A&M will start in spring semester.
- **Alderman Dankert:** N/A

III. Proclamations: N/A

IV. Public Comments:

3. **Earl Williams-** President of the Purple Heart – Doris Williams (wife) – Thanked everyone for making Salado a Purple Heart City.
Susan Terry – 2106 Bluff Circle – invited the public to the Sculpture Garden Re-Dedication on 11/17/14. Mrs. Terry announced that the Sculpture Garden is now a Village Park.
Jim Reed – 11124 Armstrong Road – Congratulated the Board of Aldermen on last week. Mr. Reed stated that there is a great future for Salado.

V. Consent Agenda:

4. *Alderman Fields made a motion to approve the Consent Agenda. Motion was seconded by Alderman McDougal, motion passed unanimously.*

VI. Regular Agenda: Miscellaneous

5. *Motion was made by Alderman Coachman to accept the agreement with Keep Salado Beautiful providing programs and services for fiscal year 2014-15 in the amount of \$ 5000.00 with automatic option to renew. Motion was seconded by Alderman Dankert, motion passed unanimously.*
6. *Motion was made by Alderman Coachman to approve the Annual Street Maintenance Program for year 2014/15 as presented and let for bid the process of seal coating and reconstruction as recommended by committee. Motion was seconded by Alderman Fields, motion passed unanimously.*
7. *Motion was made by Mayor Pro Tem Brown to approve the contract for consultant services between the Village of Salado and the Chamber of Commerce and appoint Alderman McDougal as the Board of Aldermen representative to serve on the Supervisory Board of the Salado Chamber of Commerce and Tourism Convention Visitors Bureau AND directing staff to bring forth, at a future meeting, an agenda item to amend/repeal ordinance #2007.05 related to the Tourism Council. Motion was seconded by Alderman Dankert, motion passed 4 to 1, Alderman Fields voting against.*

VII. Public Hearing: Entered Public Hearing at 7:46 p.m.

8. **Open Floor - No public comments**
Motion was made by Mayor Pro Tem Brown to accept variance to sign ordinance 2012.01 allowing a roof mounted sign at 401 South Main Street. Motion was seconded by Alderman McDougal, motion passed unanimously.
9. **Open Floor – Jennifer McFarland:** *Drives past that existing sign every day and said that the sign is not 15 feet tall and is not a danger to traffic.*
Cathy Sands: *Drives past the existing sign every day and wants to point out if you allow the setback of this sign then you should allow all.*
Darlene Walsh: *The existing sign was approved by the Board of Aldermen years ago and it was not an issue. The reason the sign was put in that spot was for visibility reasons.*
Motion was made by Alderman Fields to accept variance to sign ordinance 2012.01 allowing the placement of a freestanding sign not to exceed 4 feet by 8 feet at 1109 West Village Road. Motion was seconded by Alderman McDougal, motion passed unanimously.

Public Hearing ended at 8:10 p.m.

VIII. Executive Session: Adjourned in Executive Session at 8:15 p.m.

- Discussed Personnel Matters

Reconvened in Regular Session at 8:35 p.m.

10. *Motion was made by Alderman McDougal to approve the staff recommendation to appoint Randy Stonerod as Village Secretary. Motion was seconded by Alderman Coachman, motion passed unanimously.*
11. *Motion was made by Alderman Coachman based on new agreement between the Salado Chamber of Commerce and Tourism Convention Visitors Bureau that all future hires must involve the Village of Salado Board of Aldermen and the Village Administrator. Motion was seconded by Alderman McDougal, motion passed unanimously.*
12. *Motion was made by Mayor Pro Tem Brown to approve the staff recommendation to appoint Kerry Phillip as Event Coordinator. Seconded by Alderman Coachman, motion passed 4 to 1, Alderman Dankert voted against.*

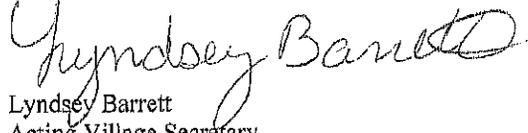
Announcements:

Next Scheduled Board of Aldermen meeting is November 13, 2014.

Meeting was adjourned at 8:45 pm.

For copies of all handouts, please contact the Village office at 947-5060.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lyndsey Barrett". The signature is written in black ink and is positioned above the printed name and title.

Lyndsey Barrett
Acting Village Secretary

Skip Blancett
Mayor

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

11/13/14
Item #4B
Consent Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: 2014-106-R: Consideration and possible action on a Resolution approving an agreement for Professional Financial Advisory Services between the Village of Salado and SAMCO Capital Markets, Inc and authorizing the Mayor to execute the agreement

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval as submitted.

ITEM SUMMARY AND ANALYSIS: In preparation for the future wastewater treatment plant, the Village needs to acquire professional financial advisory services for the issuance and sale of bonds. Please see the attached resolution and agreement. Highlights of the agreement include:

- Perform and prepare all information required for: (1) an open market bond sale [Negotiated; Competitive; & Private Placement]; (2) funding through the Texas Water Development Board; or (3) any other funding source necessary to provide funding for the Issuer's project.
- Make a survey of the financial resources of the Issuer to determine the extent of its borrowing capacity.
- Prepare written recommendations on the financing in question (date of issue, interest payment dates, schedule of principal maturities, options of prior payment, etc)
- Advice re. current bond market conditions, forthcoming bond issues, etc that influence the interest rates or bidding conditions, for most favorable timing
- Coordinate the preparation and submission of the Official Notice of Sale, the Official Statement or Offering Statement, other market documents,
- Make recommendations on the matter of bond rating(s) and coordinate the preparation of information required for submission to the rating agency(ies).
- If public sale, disseminate information to prospective bidders, organize information meetings, and work with prospective bidders
- After closing, deliver definitive debt records, including a schedule of annual debt service requirements
- Direct and coordinate the entire program of financing

FISCAL IMPACT: All financial advisory fees for debt issuance will be negotiated for each individual project by a committee appointed by the Village, which shall include the Mayor and at least one alderman. If the project is approved by the Texas Water Development Board or other funding source, but does not close or fund the Village agrees to pay SAMCO for time spent on the project, at an hourly rate of \$250.00 per hour. The number of hours will be negotiated between the Board of Alderman and SAMCO (Chris Lane).

ATTACHMENTS:

Resolution for Financial Advisory Services
Exhibit "A"

VILLAGE OF SALADO

RESOLUTION No. _____

FINANCIAL ADVISORY SERVICES

A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS ("VILLAGE") APPROVING AN AGREEMENT FOR PROFESSIONAL ADVISORY SERVICES BETWEEN THE VILLAGE AND SAMCO CAPITAL MARKETS, INC, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the Board of Aldermen of the Village of Salado ("Board") recognizes the benefit of issuing securities, including bonds, as a financing mechanism for improvements in the Village of Salado ("Village"); and

WHEREAS, Samco Capital Markets, Inc. ("Financial Advisor"), a Texas Domestic For-Profit Corporation, has advised the Village in the past and agrees to continue to advise the Village for securities related matters under the terms provided in *Exhibit A*; and

WHEREAS, the Board finds that an agreement between the Village and Financial Advisor is a legitimate public purpose and benefits the public interest.

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

1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The Board hereby approves the financial advisory agreement between the Village and Financial Advisor.
3. The Board directs the Mayor to execute the agreement.
4. The Board directs the Village Secretary to file the executed agreement among the Village records.
5. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the _____ day of November 2014, by a vote of _____ (*ayes*) to _____ (*nays*) to _____ (*abstentions*) of the Board of Aldermen of Salado, Texas.

VILLAGE OF SALADO:

by: _____
Skip Blancett, Mayor

ATTEST:

Randy Stoneroad, Village Secretary

Exhibit A
Professional Services Agreement

Exhibit "A"

FINANCIAL ADVISORY CONTRACT

November 13, 2014

TO: Mayor and Alderman
Village of Salado
Bell County, Texas

Ladies and Gentleman

1. We understand that you are contemplating the issuance of securities of the kinds, in the amounts and for the purposes indicated as follows:

Securities, including bonds and refunding bonds, to be issued in amounts to be determined and approved by the Council of the Issuer.

and that in connection with the issuance of these securities you desire this proposal from us to perform professional services in the capacity as Village of Financial Advisor for the Village of Salado, Texas (hereinafter called "Issuer").

2. By this proposal we offer our professional services and our facilities as Financial Advisor for the issuance and sale of the above-described securities, and in that capacity we agree to perform the following duties and to perform such other duties, as, in our judgment, may be necessary or advisable:

- a. We will perform and prepare all information required for: (1) an open market bond sale [Negotiated; Competitive; & Private Placement]; (2) funding through the Texas Water Development Board; or (3) any other funding source necessary to provide funding for the Issuer's project.
- b. We will make a survey of the financial resources of the Issuer to determine the extent of its borrowing capacity. This survey will include an analysis of the existing debt structure as compared to existing and projected sources of income which may be pledged to secure payment of debt service, and, where appropriate, will include a study of the trend of the assessed valuation of the Issuer, the Issuer's taxing power, and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the survey will take into account any

outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase, and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by the securities in question. We will also take into account your future financing needs and operations as projected by your staff and/or your consulting engineers and other experts.

- c. On the basis of the information developed by the survey described in the above and foregoing paragraph, and on the basis of other information and experience available to us, we will submit our written recommendations on the financing in question. Our plan will include recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, and any other necessary additional security provisions designed to make the issue more attractive to investors. All recommendations will be based on our best professional judgment, with the goal of designing securities, which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.
- d. We will advise you of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence the interest rates or bidding conditions, so that the date for the sale of the securities can be set at a time which, in our opinion, will be favorable.
- e. If it is necessary to hold an election to authorize the securities, we will, under the direction of the bond attorneys, assist in coordinating the assembly and transmittal to the bond attorneys of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices and certificates in connection with the election.
- f. We will coordinate the preparation and submission of the Official Notice of Sale, the Official Statement or Offering Statement, and such other market documents, which you may require. We will also supervise preparation of the uniform bid form, containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale. We will submit to you all such offering documents, including the Official Statement, for your proper examination, approval and certification. After such examination, approval and certification, we will furnish you with a supply of such documents and shall mail a set of the same to a list of prospective bidders, a copy of which list shall be submitted to you upon request. We will also supply sufficient copies of the Official Statement or Offering Statement to the purchaser of the securities in accordance with the terms of the Notice of Sale.
- g. We will make recommendations to the Issuer on the matter of bond rating(s) for the proposed issue and when directed by you shall coordinate the preparation of such information as in our opinion is required for submission to the rating agency(ies). In those cases where the advisability of personal presentation of information to the bond rating agencies may be indicated, we will arrange

for such personal presentation.

- h. If the securities are to be sold at public sale, we will disseminate information to prospective bidders, we will organize such information meetings as in our judgment may be necessary, and we will work with prospective bidders to assist them in timely submitting proper bids. We will assist you at the bond sale for the purpose of coordinating the receipt of bids and the furnishing of good faith checks where indicated, and, for the purpose of tabulation and comparison of bids, and will advise you as to the best bid, and will provide our recommendation as to acceptance or rejection of such bid. As soon as a bid for the bonds shall be accepted by you, we will proceed to coordinate the efforts of all concerned to the end that the bonds may be delivered and paid for as expeditiously as possible. We shall assist you in the preparation of verification of final closing figures, and, when requested, we will provide suggestions on a program of temporary investment of bond proceeds, in consultation with the Issuer's architect or consulting engineer, consistent with the construction timetable for the project.

After closing we will deliver to you and your paying agent(s) definitive debt records, including a schedule of annual debt service requirements, on the obligations being delivered to the purchaser.

3. We agree to direct and coordinate the entire program of financing herein contemplated. In that connection we understand that you have retained or expect to retain Andrews Kurth LLP, a recognized municipal bond attorney, who will prepare the proceedings and advise the steps necessary to be taken to issue the securities and who will issue an opinion approving their legality. We will maintain liaison with this firm of bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.

Where the issuance and sale of the securities and construction of the project in question requires the approval of any state or governmental agency, we shall assist you in the preparation of all financial information required for inclusion in applications for such approval, and, when requested by you, shall appear on your behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. We will also be available to participate with you in any preliminary conferences with the staffs of any state or governmental agencies involved, and we will, for qualified projects, coordinate the preparation of financial assistance applications required for state involvement.

4. In consideration for the services rendered by us in connection with the issuance and sale of the above-described securities, it is understood and agreed that our fee will be as follows:

ALL FINANCIAL ADVISORY FEES FOR DEBT ISSUANCE WILL BE NEGOTIATED FOR EACH INDIVIDUAL PROJECT BY A COMMITTEE APPOINTED BY THE VILLAGE – WHICH SHALL INCLUDE THE MAYOR AND AT LEAST ONE ALDERMAN.

If for any reason the project is approved by the TWDB or Other Funding Source, but does not close or fund the Village will agree to pay SAMCO for time spent on the project, at an hourly rate of \$250.00 per hour. The number of hours will be negotiated between the Board of Alderman and SAMCO (Chris Lane).

In consideration of the above fee we will assume and be responsible for the following expenses:

Travel and communication expenses of the Financial Advisor with the exception of travel expenses resulting from the presentation for bond rating and bond insurance and/or any other out of state travel on behalf of the issuer.

In addition to our fee, the Issuer will be responsible for the expenses set forth below. In some cases we may incur these expenses on your behalf, and you agree to reimburse us for such expenses to be paid for through funding from the TWDB or Competitive (or Negotiated) bond sale.

All expenses of issuance will be paid by the Issuer and paid for through funding from the TWDB or other open market bond issuance. These issuance expenses include, but are not limited to, the cost of printing and mailing the Official Notice of Sale and the Official Statement, the travel expenses of the financial advisor, if any, incurred in presentation(s) before regulatory authorities, the national rating agencies, and/or credit enhancement companies, the fees of the national rating services pertaining to their assignment of credit rating(s) to the Issuer, credit enhancement fees, bond printing expenses, bond attorneys, security attorneys or other attorney fees, the cost of legal advertisement and the Municipal Advisory Council of Texas listing fee.

Our fee and reimbursable expenses shall become due and payable with the approval of funding.

5. If we are requested to perform additional financial advisory services for the Issuer other than in connection with the issuance and sale of the securities or funding through grants, such additional services will be billed at the rate of \$250.00 per hour. These additional services will only be provided when approved, in advance, by the Council.

Such additional financial advisory services to be billed at the hourly rates described above include, but are not limited to, tax rate recommendations, compilation of financial information required by the Texas Commission on Environmental Quality, municipal bond rating companies or municipal bond insurance companies, review of audit reports and preparation of recommendations pertaining to financial condition of the Issuer, and time for meetings at which our presence is required by the Issuer. In addition, we will charge the Issuer for any out-of-pocket expenses incurred by us (such as travel, courier deliveries, photocopying and legal) in the performance of these services. We will invoice the Issuer on a monthly basis for these additional fees and expenses and, unless other arrangements are made, would expect that our statements be processed and paid within thirty days of receipt.

6. **Special Conditions.** In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions:

This agreement may be terminated by us or the Issuer on thirty days written notice, and we would expect to be paid to the termination date; provided, however, that this agreement may not be terminated with regard to its application to any issue of bonds which we have been authorized to advertise for sale or application that has been submitted to the TWDB.

This agreement shall not be assignable without the prior written consent of the Issuer.

7. This proposal is submitted in duplicate originals. When accepted by the Issuer it will constitute the entire agreement between the Issuer and the undersigned for the purposes and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the return of one executed copy to us:

Respectfully Submitted,
SAMCO Capital Markets, Inc.

By: _____

Title: Managing Director

ACCEPTANCE

Accepted pursuant to a resolution adopted by the Board of Aldermen of the Village of Salado, Texas of this 13th day of November 2014.

THE VILLAGE OF SALADO:

Skip Blancett, Mayor

ATTEST:

Village Secretary

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

11/13/14
Item #4C
Consent Agenda
Page 1 of 2

DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: 2014-107-R: Consideration and possible action on a Resolution of the Village of Salado to approve an agreement with Andrews Kurth LLP to serve as Bond Counsel with respect to bonds, certificates of obligation, notes and other debt obligations for the Village of Salado

COMMITTEE RECOMMENDATION: Staff recommends approval as submitted.

ITEM SUMMARY AND ANALYSIS: In preparation for the future wastewater treatment plant and associated infrastructure, the Village needs to acquire bond counsel services for the issuance and sale of bonds. Please see the attached agreement for services. Highlights of the agreement include:

- Prepare all required legal proceedings and perform legal work for City's authorization, issuance and sale of each series of obligations
- Assist in the evaluation of legal matters related to financing innovations and opportunities
- Review information to be included in the offering documents for each series of Obligations
- Preparation of the ordinances authorizing issuance of each series of Obligations and all other instruments
- Attendance at meetings to discuss the sizing, timing or sale of each series
- Preparation and submission of transcripts of legal proceedings to the Attorney General of Texas to obtain an approving opinion and registration of the Obligations by the Comptroller of Public Accounts
- Supervision of the printing of each series and delivery to purchasers
- Review of certified proceedings
- Provide advice to comply with arbitrage requirements
- Attendance at bond sale, signing, and closing and other meetings
- Preparation of Federal Income Tax Form 8038-G
- At the closing of each series, deliver an opinion regarding the applicability of federal and state securities laws to such series, the eligibility of the Obligations for investment by various fiduciaries and other regulated investors, and validity and enforceability of security agreements, indentures, and other documents.
- Attendance at rating agency presentations, investor meetings and provide advice on presentations

FISCAL IMPACT: Basic fee for services: The bond counsel will be paid fees with respect to each series of Obligations on the basis of \$1.00 per \$1,000 of proceeds; subject to a minimum fee of \$25,000 for each series of Obligations. For any revenue bonds or refunding bonds, the fee is \$1.35 for each \$1,000 proceeds of bonds actually sold, with a minimum fee of \$27,500. The fee for additional services will be on an hourly rate basis, applying rates than charged for the same or similar services performed by attorneys and paralegals of similar experience for other clients. Provided however, that additional services must be approved in advance, in writing by the Village Administrator.

ATTACHMENTS:

Resolution Approving Agreement
Bond Counsel Services Agreement

VILLAGE OF SALADO

RESOLUTION No. _____

BOND COUNSEL SERVICES

A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS ("VILLAGE") APPROVING AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BETWEEN THE VILLAGE AND ANDREWS KURTH LLP, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the Board of Aldermen of the Village of Salado ("Board") recognizes the benefit of issuing securities, including bonds, as a financing mechanism for improvements in the Village of Salado ("Village"); and

WHEREAS, Andrews Kurth LLP ("Bond Counsel") agrees to advise the Village for securities related matters under the terms provided in *Exhibit A*; and

WHEREAS, the Board finds that an agreement between the Village and Bond Counsel is a legitimate public purpose and benefits the public interest.

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

1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The Board hereby approves the legal services agreement between the Village and Bond Counsel.
3. The Board directs the Mayor to execute the agreement.
4. The Board directs the Village Secretary to file the executed agreement among the Village records.
5. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the _____ day of November 2014, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the Board of Aldermen of Salado, Texas.

VILLAGE OF SALADO:

by: _____
Skip Blancett, Mayor

ATTEST:

Randy Stoneroad, Village Secretary

Exhibit A
Bond Counsel Services Agreement

November 11, 2014

Mayor and Board of Aldermen
Village of Salado
301 N. Stagecoach Road
P. O. Box 219
Salado, Texas 76571

Re: *Bond Counsel Services*

Dear Mayor and Aldermen:

We are pleased to submit to you a proposed agreement for Andrews Kurth LLP ("AK") to serve as Bond Counsel with respect to bonds, certificates of obligation, notes and other debt obligations that the Village of Salado, Texas (the "City") intends to issue. (Such bonds, certificates of obligation, notes and other obligations are collectively referred to in this letter as the "Obligations.") When approved by you, this letter will become effective and will evidence an agreement between the City and Andrews Kurth LLP, Austin, Texas.

Basic Services

As Bond Counsel, AK would prepare all required legal proceedings and would perform certain other necessary legal work in connection with the City's authorization, issuance and sale of each series of Obligations. Our services as Bond Counsel would include the following Basic Services, which we would carry out directly or in concert with officials and staff of the City:

- (1) Assistance, in consultation with City officials and staff and the City's financial advisor, in the evaluation of legal matters related to financing innovations and opportunities that may arise from time to time;
- (2) Consultation with City officials and staff to review information to be included in the offering documents for each series of Obligations, but only to the extent that such information describes such series, the security therefor, their federal income tax status and our opinion;
- (3) Preparation of the ordinances authorizing issuance of each series of Obligations (the "Ordinances") and all other instruments which comprise the transcript of legal proceedings pertaining to the authorization, issuance and sale of each such series;

officials, staff and advisors and the City's financial advisor to develop such presentations;
and

(13) Any other service necessary to the planning, authorization, issuance, sale and delivery of each series of Obligation, as may be appropriate.

Additional Services

In addition to the foregoing Basic Services, as Bond Counsel, AK is prepared to undertake the following Additional Services, as directed by the City:

(1) Preparation of necessary ordinances, resolutions, notices, Department of Justice submissions and other legal documents necessary to call and conduct an election to authorize issuance of the Obligations, if necessary;

(2) Assist with preparation of necessary ordinances, resolutions, notices and other legal documents necessary to apply for and obtain financial assistance from state or federal agencies;

(3) Disclosure work or similar services (other than the preparation of certain sections of the offering documents for the Obligations as described in paragraph (2) under Basic Services above) to assist the City in the preparation of such offering documents, on such basis and to such extent as shall be directed by the City;

(4) Preparation of the "Blue Sky" surveys or securities registration services;

(5) In the case of a series of Obligations, or a portion thereof, that is issued to refund prior bonds of the City, providing advice regarding federal income tax and other issues unique to refunding transactions;

(6) Services rendered in connection with documentation related to credit or liquidity facilities or enhancements or other special structuring techniques or devices to be employed in connection with the issuance of variable rate obligations, unusual issues arising in connection with the City's financial reports or audits, special federal income tax issues, and any other special services not ordinarily required in connection with the issuance of fixed rate obligations;

(7) Services rendered in connection with the issuance of bonds or other obligations by entities acting on behalf of the City; and

(8) After the closing of any series of the Obligations and upon specific request of the City, providing assistance to the City concerning questions and issues that may arise prior to the maturity of the Obligations.

Fee for Basic Services

Unless otherwise agreed to by the City and AK, for all Basic Services performed hereunder in connection with the issuance and sale of Obligations, as defined in this letter, AK will be paid a fee with respect to each series of Obligations on the basis of \$1.00 per \$1,000 of proceeds; subject, however, to a minimum fee of \$25,000 for each series of Obligations. For any revenue bonds or refunding bonds, our fee will be \$1.35 for each \$1,000 of proceeds of bonds actually sold, with a minimum fee of \$27,500. Unless otherwise agreed to by the City and AK, our fee for Basic Services for each series of Obligations will be contingent on the issuance of such Obligations.

Fee for Additional Services

The fee for any Additional Bond Counsel Services provided by AK will be determined on an hourly rate basis, applying rates then charged by AK for the same or similar services performed by attorneys and paralegals of similar experience for other clients; provided, however, that the Village Administrator shall approve of the hourly rate in writing prior to the additional services being rendered and additional fees being applied. The total fee for Additional Services prior to and in connection with the closing of any series of Obligations will not exceed the fee charged for Basic Services for such series.

Payment for Services and Reimbursement of Expenses

Payment of all fees for services as Bond Counsel will be made after the issuance and delivery of the series of the Obligations in connection with which such services are performed and within thirty (30) days after receipt by the City of an approved invoice therefor.

AK will be reimbursed for its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long-distance telephone, telecopy and similar expenses, deliveries, filing fees and all items paid for by AK on behalf of the City, incurred in connection with the performance of any services hereunder.

Miscellaneous

The City acknowledges that it is aware that AK represents many other governmental entities, companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any other such other matter by such client to your material disadvantage.

(4) Attendance at meetings, to the extent required or requested by the City or the City's financial advisor, to discuss the sizing, timing or sale of each series of Obligations;

(5) Preparation and submission of transcripts of legal proceedings pertaining to the issuance of each series of Obligations to the Attorney General of the State of Texas to obtain an approving opinion and to obtain the registration of the Obligations by the Comptroller of Public Accounts, as required by law;

(6) Supervision of the printing of each series of Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the City to obtain the lowest possible printing costs for the City;

(7) Review of certified proceedings and performance of such additional duties as are necessary for the delivery, at the closing of each series of Obligations, of an approving opinion, based on facts and law existing as of its date, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the City as described in the respective ordinance (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors of political subdivisions) and, when the Obligations are so delivered, that interest on such series of Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law;

(8) Prior to and in connection with the closing of each series of Obligations, giving advice to the City to enable appropriate officials to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements;

(9) Attendance at bond sale, signing, closing and all other meetings and conferences as deemed necessary by the City Council or other responsible City official or staff;

(10) Preparation of Federal Income Tax Form 8038-G;

(11) At the closing of each series of Obligations, delivery of an opinion regarding the applicability of federal and state securities laws to such series, the eligibility of the Obligations for investment by various fiduciaries and other regulated investors and the validity and enforceability of security agreements, indentures and other documents related to the Obligations and the security therefor;

(12) Attendance at rating agency presentations, investor meetings or other presentations relating to the marketing of the Obligations and consultation with City

Village of Salado, Texas
November 11, 2014
Page 5

Nothing herein shall be construed as creating any personal liability on the part of any officer of the City, and this agreement may be terminated by the City by giving thirty (30) days' written notice to AK.

If this proposed agreement for the services of AK as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing three copies in the space provided below.

Very truly yours,

ANDREWS KURTH LLP

By: 

Jerry V. Kyle, Jr.

APPROVED:

VILLAGE OF SALADO, TEXAS

By: _____
Mayor, Village of Salado, Texas

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

11/13/14
Item #4D
Consent Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: Consideration and possible action on an Interlocal Agreement between the Village of Salado and the Central Texas Council of Governments naming the Central Texas Council of Governments-Development District of Central Texas as Grant Administrator of the Economic Development Administration Public Works Grant for the Village of Salado should that grant be awarded.

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval as submitted.

ITEM SUMMARY AND ANALYSIS: At the October 13, 2014 Board of Aldermen meeting, the BOA passed a resolution authorizing submission of an application with the Economic Development Administration for a cooperative agreement grant under its investments for public works and economic development facilities program in an amount of \$1,500,000 and authorized matching funds. The proposed grant was for the wastewater treatment plant, lines, and related facilities. This grant was prepared on behalf of the Village by the Central Texas Council of Governments.

In furtherance of this effort, this Interlocal Agreement provides for the COG to administer the grant on the Village's behalf, in the event that the Village receives funding. The grant administration would be for up to 48 months, starting January 1, 2015.

Note: Staff prepared a draft resolution as attached. In the event the Council of Governments has an alternative resolution it would like to be considered, it will be forwarded to the BOA as soon as it becomes available.

FISCAL IMPACT: n/a

ATTACHMENTS:

DRAFT (SUBJECT TO CHANGE) - Interlocal Agreement – Central Texas Council of Governments

STATE OF TEXAS §

COUNTY OF BELL §

INTERLOCAL AGREEMENT

BETWEEN THE VILLAGE OF SALADO AND THE CENTRAL TEXAS COUNCIL OF GOVERNMENTS-DEVELOPMENT DISTRICT OF CENTRAL TEXAS AS GRANT ADMINISTRATOR OF THE ECONOMIC DEVELOPMENT ADMINISTRATION PUBLIC WORKS GRANT

THIS INTERLOCAL AGREEMENT is made and entered into this 13th day of November, 2014, by and between the Village of Salado ("Village"), a Texas Type A General Law Municipality, acting by and through its governing body, and the Central Texas Council of Governments-Development District of Central Texas ("Council"), a interstate of entity, acting by and through its governing body.

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Texas Government Code; and

WHEREAS, the Village desires benefits imparted through the Economic Development Administration Public Works Grant for the purpose of constructing a wastewater treatment plant and lines; and

WHEREAS, the Village and the Council shall apply for funding pursuant to the terms of the Economic Development Administration Public Works Grant; and

WHEREAS, the Council has indicated that it shall act as grant administrator in the case that said grant is awarded; and

WHEREAS, the Village has determined that it is in the best interests of its citizens that it enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

Section 1.

The purpose of this Agreement is to establish the rights and duties of each party participating in this Agreement, and to establish the administration and division of any Economic Development Administration Public Works Grant award received.

Section 2.

Unless otherwise terminated, the term of this Agreement shall begin on the date that Economic Development Administration Public Works Grant funds are issued, and shall continue in effect until all funds are expended, but in no event shall this Agreement continue beyond forty-eight (48) months after the project start date of January 1, 2015.

Section 3.

Council shall submit the application for Economic Development Administration Public Works Grant funds on behalf of the Village, and further agrees that Council shall administer any grant award received. Copies of any and all documentation submitted in application for said grant shall be provided and made available to the Village. Council may accept an administration fee of _____% from the Village for this grant.

Section 4.

The Economic Development Administration Public Works Grant has allocated \$_____ to the Council for distribution as follows:

- a. The Village will receive \$_____ or _____
- b. The Council will receive \$_____

All amounts have been rounded in accordance with accounting principles. If the amount of the award should change in any way, then the parties agree that division of the award will be made in percentages and not by the stated dollar amounts.

Section 5.

Pursuant to the terms of the grant, the parties agree to expend \$1,500,000 from the Economic Development Administration Public Works Grant by a date not later than forty-eight (48) months after the project start date of January 1, 2015.

Section 6.

Each party is responsible for expending the money granted to it in accordance with the rules of the award, and no other party to this Agreement shall have any role in deciding how another party to this Agreement expends funds allocated.

Section 7.

Formatted: Bullets and Numbering

All notices from one party to another must be in writing and are effective when mailed or hand-delivered as follows:

To VILLAGE at: City Administrator
301 North Stagecoach Road
Salado, Texas 76571

To COUNCIL at: Jim Reed
Executive Director
2180 North Main Street
Belton, Tx 76512

Section 8.

This document constitutes the entire agreement concerning the Economic Development Administration Public Works Grant. There are no oral representations, warranties, agreements or promises pertaining to this Agreement that are not incorporated into this writing. This Agreement may only be amended in writing by signed agreement of all parties.

Section 9.

As required by Chapter 791 of the Texas Government Code, each party, in performing governmental functions hereunder, shall make performance or any payments from current revenues legally available to said party.

Section 10.

Nothing in the performance of this Agreement shall impose any liability for claims against the VILLAGE or the COUNCIL, other than claims for which liability may be imposed by the Texas Tort Claims Act found in Civil Practice and Remedies Code, Chapter 101.

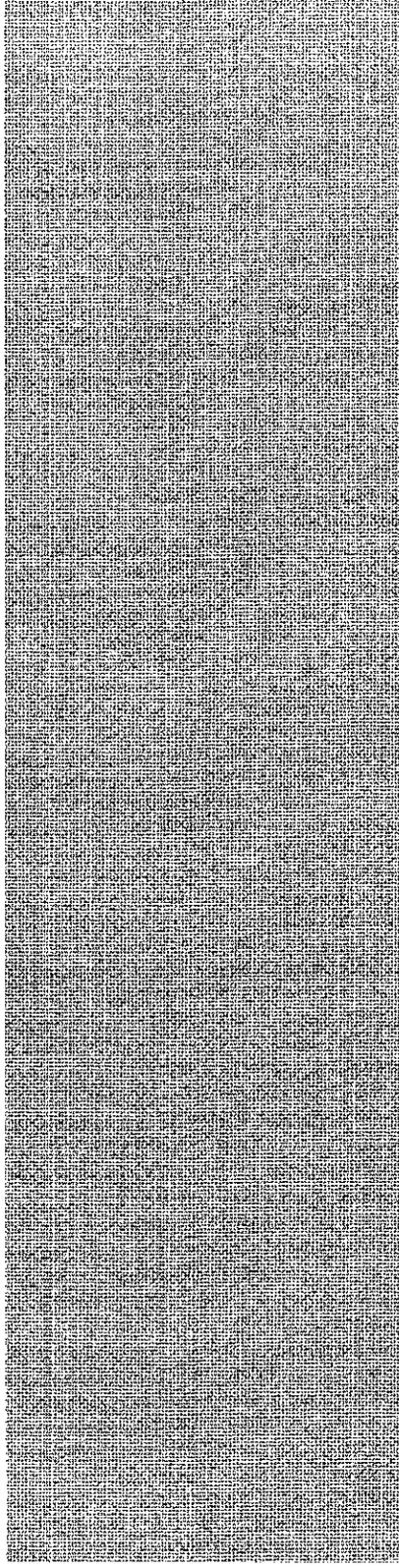
Section 11.

Each party to this Agreement is responsible for its own actions under this Agreement, and shall not be liable for any liability that may arise from the furnishing of the services of another party.

Section 12.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13.



By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set forth herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

This Agreement may be executed in any number of counterparts, each of which shall be considered original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

Village of Salado, Texas

Central Texas Council of Governments

Skip Blancett, Mayor

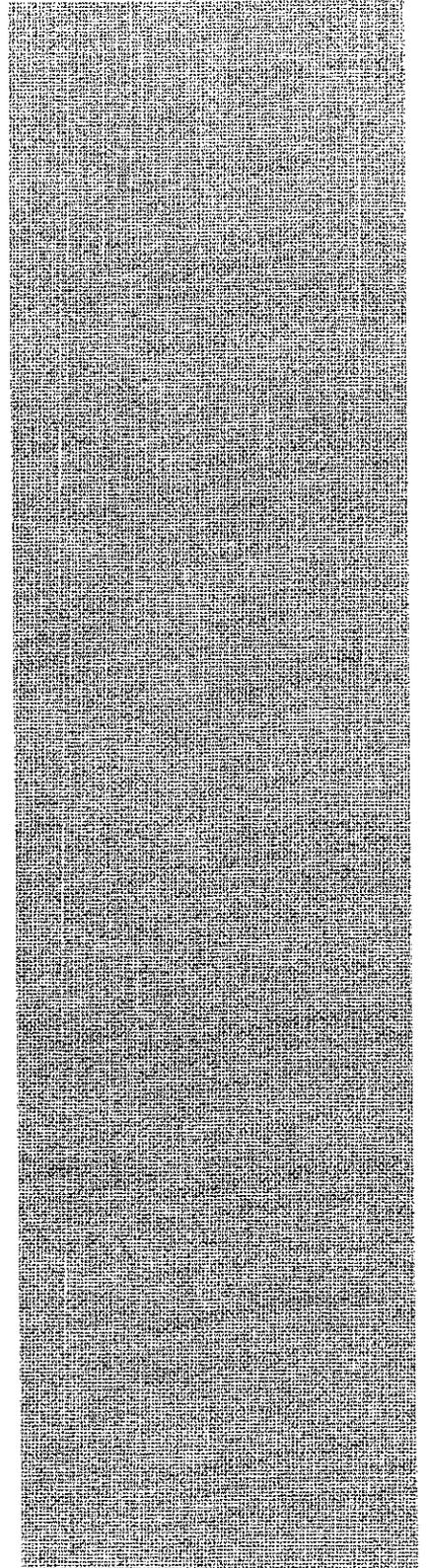
ATTEST:

ATTEST:

Village Secretary

City Attorney

DRAFT



BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

11/13/14
Item #5
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: 2014-108-R: Consideration and possible action on a Resolution Canvassing Returns and Declaring Results of Bond Election

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval as submitted.

ITEM SUMMARY AND ANALYSIS: Eldon Miller or Shawn Snyder, Bell County Elections Administrator, will be present at the meeting to canvas the votes.

The Proposition read as follows: Shall the Board of Aldermen of the Village of Salado be authorized to issue one or more series of bonds of the Village of Salado in the amount of not to exceed \$10,550,000 for the purpose of making permanent public improvements as follows: purchasing, acquiring, enlarging, extending, equipping and constructing sewer system facilities and improvements, including acquiring lands and rights-of-way for any of such purposes, and all matters incident or necessary thereto, such bonds to mature serially or otherwise and bearing interest at such rate of rates (fixed, floating, variable, or otherwise), not to exceed the respective limits prescribed by law at the time of issuance, as shall be determined within the discretion of the Board of Aldermen at the time of issuance, and to levy a tax upon all taxable property in the Village of Salado sufficient to pay the interest on the bonds, and to provide a sinking fund for the payment of bonds as they mature?"

FISCAL IMPACT: n/a

ATTACHMENTS:

Resolution Canvassing Returns and Declaring Results of Bond Election
Certificate for Resolution

City voted at the Election; a written return of the election results was made to the Board of Aldermen (the "Board") of the City in accordance with the Election Code; and a majority of the resident, qualified electors of the City voting in the Election, including absentee voting, voted ["FOR" / "AGAINST"] the Proposition.

Section 2. The official returns shall be delivered to the City Secretary, who is hereby directed to enter in the Election register the tabulation of the votes cast for and against the Proposition and to preserve such tabulation as required by law.

Section 3. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution is adopted was posted on a bulletin board located at a place convenient to the public at City Hall for at least 72 hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by the City in connection with providing such notice, both as required by Chapter 551, Texas Government Code; and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered and formally acted upon.

Section 4. The Mayor is authorized to execute and the City Secretary is authorized to attest and seal this Resolution on behalf of the City.

Section 5. This Resolution is effective immediately upon its passage and approval.

(Signature Page Follows)

PASSED AND APPROVED _____, 2014.

Mayor
Village of Salado, Texas

ATTEST:

City Secretary
Village of Salado, Texas

(SEAL)

SIGNED this November ____, 2014.

City Secretary
Village of Salado

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

11/13/14
Items # 6,7,8
Regular Agenda
Page 1 of 2

DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTIONS

6. Consideration and possible action on a Lease Agreement among the Village of Salado, the Presbyterian Church of Salado, and Salado Storage, LLC for property located at 113 Salado Plaza Drive
7. Consideration and possible action on a Sublease Agreement among the Village of Salado, Keep Salado Beautiful, and the Public Art League of Salado for property located at 113 Salado Plaza Drive
8. Consider approving a License For Use of Village Owned Property for use by the Public Art League of Salado and Keep Salado Beautiful

STAFF RECOMMENDATION: Staff recommends approval of all three items as presented

ITEM SUMMARY AND ANALYSIS: At various meetings in July, August, and September of 2014, the Board of Alderman deliberated and received updates on a proposed agreement which would allow the Village to provide insurance for public art displayed in the Sculpture Garden and other Village owned lands. Before this could be accomplished, the terms of the primary lease and sublease for the Sculpture Garden land had to be reconciled and revised. Agenda items #6 and #7 accomplish these revisions. Keep Salado Beautiful and the Public Art League will continue to be responsible for all maintenance and improvement activities.

Agenda item #8 allows for public art sponsored by the Public Art League of Salado and Keep Salado Beautiful to be placed on Village owned land, outside of public right-of-ways, after review and approval by the Village Administrator. This is to be accomplished with a License For Use of Village Owned Property. Under this license, the Village will provide insurance coverage for the art.

PALS will be responsible for providing photographs and inventories of public art as requested by the Village, such information being needed for insurance purposes. PALS will also be required to maintain these areas of display. The Village can still use the Licensed Property, but just not interfere with the use of the Licensee. Finally, the agreement is for one year, may be annually renewed, and can be terminated by the Village for good cause.

COMPREHENSIVE PLAN/MASTER PLANS: This agreement promotes Principle 7 of the Comprehensive Plan – Community Livability – Ensure that as the Village of Salado experiences growth and development, its existing character and charm is maintained and enhanced.

FISCAL IMPACT: According to inquiries with the Texas Municipal League, the Village's insurance provider, this coverage will not impact the annual premium.

ATTACHMENTS:

- Lease Agreement among the Village of Salado, the Presbyterian Church of Salado, and Salado Storage, LLC (sculpture garden land)
- Sublease Agreement among the Village of Salado, Keep Salado Beautiful, and the Public Art League of Salado (sculpture garden land)
- License For Use of Village Owned Property for use by the Public Art League of Salado and Keep Salado Beautiful (Village owned property, not in right of way)

LEASE AGREEMENT

Between the
Village of Salado
&
Presbyterian Church of Salado and Salado Storage, LLC

This Lease agreement is made and entered into in accordance with the following terms:

1. **Landlord:** Presbyterian Church of Salado and Salado Storage, LLC
2. **Tenant** VILLAGE OF SALADO, TEXAS
3. **Premises:**
 - A. **Name of Building:** Outdoor Sculpture Garden
 - B. **Street Address/Suite:** 113 Salado Plaza Drive
 - C. **City, State, Zip Code** Salado, TX 76571
 - D. **Description** The land base consists of a 400-foot long area from the far south end of the seasonal creek and 50 feet to either side of the creek toward each property owner. See diagram for property description.
4. **Base Rent:** \$1 annually
5. **Duration:** 1 year (12 calendar months)
6. **Renewal:** This Agreement shall automatically renew for successive one-year periods unless: (a) a Party provides the other party with written notice of the intention not to renew the Agreement 90 days prior to the end of the then-current year term; or (b) terminated as provided below.
7. **Effective Date:** The date upon which this lease has been executed by both parties.
8. **Commencement Date:** November __, 2014
9. **Expiration Date:** November __, 2015
10. **Permitted Use:** The Premises is to be used exclusively for the purpose of a Sculpture Garden to display artwork and sculptures approved by Tenant.

11. Clauses and Covenants

A. Tenant agrees to:

- 1) Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Expiration Date, unless earlier as provided in this lease.
- 2) Accept the Premises in their present condition *as is*, the Premises being currently suitable for the Tenant's intended use.
- 3) Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the building adopted by the Landlord.
- 4) Allow Landlord to enter the Premises to perform Landlord's obligations and to inspect the Premises.
- 5) Maintain the Premises in a condition suitable for its intended use under this lease, including, but not limited to, removal of trash and debris, and mowing and trimming the lawn. The Tenant will maintain the property, or may negotiate a property management agreement with another entity.
- 6) Any future improvements to the property shall be at the expense of the Tenant.
- 7) Maintain public liability insurance for the Premises and the conduct of the Tenant's business, naming Landlord as an additional insured, at the following minimum level: one million dollars (\$1,000,000)
- 8) Maintain insurance on Tenant's personal property.
- 9) Deliver Certificates of Insurance to the Landlord before the Commencement Date and thereafter when requested.
- 10) Indemnify, defend, and hold the Landlord harmless (to the extent allowed by law) from any loss, attorney's fees, court and other costs, or claims arising out of the use of the Premises.
- 11) Vacate the Premises on termination of this lease, unless Landlords and Tenant for the Premises have executed a new lease.

B. Tenant agrees not to:

- 1) Use the Premises for any purpose other than that stated in the lease.
- 2) Create or permit a nuisance. There will be no excessive noise in the area before 1 pm on Sunday.

- 3) Cut any trees without Landlord's approval.
- 4) Allow a lien to be placed on the Premises.
- 5) Assign this lease or sublease any portion of the Premises without Landlord's written consent.
- 6) Permit the use of drugs and alcohol on the Premises, unless a special event, approved by the Tenant, is conducted on the Premises. If an approved event is conducted on the premises, alcohol shall be permitted with the appropriate permits.

C. Landlord agrees to:

- 1) Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Expiration Date.
- 2) Obey all laws, ordinances, orders, rules, regulations, and covenants applicable to the use, condition, and occupancy of the Premises.
- 3) Consent to Tenant's subletting of all or a portion of the Premises to Keep Salado Beautiful (KSB) and Public Art League of Salado (PALS), in accordance with terms established by the Tenant and KSB and PALS, provided that any such sublease shall not relieve the Tenant of Tenant's obligations under the terms of this lease.

D. Landlord and Tenant agree as follows:

- 1) *Alterations.* Tenant is prohibited from making any physical alterations to the premises without Landlord's written consent, which Landlord agrees shall not unreasonably be withheld.
- 2) *Release of Claims/Subrogation.* Tenant agrees to release Landlord from any claim, by subrogation or otherwise, for any damage to the premises, or personal property within the premises, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect insurance coverage.
- 3) *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are, if Landlord fails to comply with any provision of this lease within thirty (30) days of written notice, to terminate this lease.
- 4) *Law and Venue.* This lease shall be governed by the laws of the State of Texas. Venue shall be proper in Bell County, Texas.

- 5) *Entire Agreement.* This lease, together with the attached exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned in writing in this lease.
- 6) *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
- 7) *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
- 8) *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.
- 9) *Termination.* Landlord and Tenant, together and individually, reserve the right to terminate this Lease without cause following (90) days written notice to the other party.

This lease is executed and delivered effective as of the date and year first above written.

Landlord
Presbyterian Church of Salado

Landlord
Salado Storage, LLC

By: _____

By: _____

Tenant:
Village Of Salado

By: _____
 Skip Blancett, Mayor

ATTEST:

 Village Secretary

SUBLEASE AGREEMENT

Between the
Village of Salado
&

Keep Salado Beautiful and Public Art League of Salado

This Sublease Agreement (Agreement) is made and entered into in accordance with the following terms:

- 1. Landlord:** Presbyterian Church of Salado and Salado Storage, LLC
- 2. Tenant:** VILLAGE OF SALADO, TEXAS, a general-law municipality
- 3. Subtenant:** **Keep Salado Beautiful and Public Art League of Salado**
- 4. Premises:**
 - A. Name of Building:** Outdoor Sculpture Garden
 - B. Street Address/Suite:** 113 Salado Plaza Drive
 - C. City, State, Zip Code:** Salado, TX 76571
 - D. Description:** The land base consists of a 400-foot long area from the far south end of the seasonal creek and 50 feet to either side of the creek toward each property owner. See Exhibit "A" for property description.
- 5. Base Rent:** \$1 annually
- 6. Duration:** 1 year (12 calendar months)
- 7. Effective Date:** The date upon which this Agreement has been executed by both parties.
- 8. Commencement Date:** November __, 2014
- 9. Expiration Date:** November __, 2015
- 10. Permitted Use:** The Premises is to be used exclusively for the purpose of a Sculpture Garden to display artwork and sculptures approved by Tenant.

11. Clauses and Covenants

A. Subtenant agrees to:

- 1) Sublease the Premises for the entire Term beginning on the Commencement Date and

Village of Salado

Sculpture Garden

ending on the Expiration Date, unless earlier as provided in this lease.

- 2) Accept the Premises in their present condition *as is*, the Premises being currently suitable for the Subtenant's intended use.
- 3) Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the building adopted by the Landlord.
- 4) Allow Landlord to enter the Premises to perform Landlord's obligations and to inspect the Premises. Allow Tenant to enter the Premises to perform Tenant's obligations and to inspect the Premises.
- 5) Maintain the Premises in a condition suitable for its intended use under this sublease, including, but not limited to, removal of trash and debris, and mowing and trimming the lawn. The Subtenant will maintain the property, or may negotiate a property management agreement with another entity. Subtenants may negotiate and agree upon maintenance responsibilities among themselves without approval from the Tenant or Landlord.
- 6) Any future improvements to the property shall be at the expense of the Subtenant.
- 7) Maintain all necessary documentation and photographs of Subtenant's personal property on the Premises necessary for Tenant to obtain insurance on the personal property. Personal property shall be all property that is not real property on the Premises, including, but not limited to, Subtenant's artwork and sculptures. Documentation and photographs shall be updated and provided to the Tenant annually on the anniversary of the Commencement Date.
- 8) Indemnify, defend, and hold the Tenant harmless (to the extent allowed by law) from any loss, attorney's fees, court and other costs, or claims arising out of the use of the Premises.
- 9) Vacate the Premises on termination of this sublease, unless Subtenant and Tenant for the Premises have executed a new sublease.

B. Subtenant agrees not to:

- 1) Use the Premises for any purpose other than that stated in the lease.
- 2) Create or permit a nuisance. There will be no excessive noise in the area before 1 pm on Sunday.
- 3) Cut any trees without Tenant's approval.
- 4) Allow a lien to be placed on the Premises.

- 5) Assign this sublease or any portion of the Premises without Tenant's and Landlord's written consent.
- 6) Permit the use of drugs and alcohol on the Premises, unless a special event, approved by the Tenant, is conducted on the Premises. If an approved event is conducted on the premises, alcohol shall be permitted with the appropriate permits.

C. Tenant agrees to:

- 1) Sublease to Subtenant the Premises for the entire Term beginning on the Commencement Date and ending on the Expiration Date.
- 2) Obey all laws, ordinances, orders, rules, regulations, and covenants applicable to the use, condition, and occupancy of the Premises.

D. Subtenant and Tenant agree as follows:

- 1) *Alterations.* Subtenant is prohibited from making any physical alterations to the premises without Landlord's written consent, which Landlord agrees shall not unreasonably be withheld.
- 2) *Release of Claims/Subrogation.* Subtenant agrees to release Tenant from any claim, by subrogation or otherwise, for any damage to the premises, or personal property within the premises, by reason of fire or the elements, regardless of cause, including negligence of Subtenant or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect insurance coverage.
- 3) *Law and Venue.* This sublease shall be governed by the laws of the State of Texas. Venue shall be proper in Bell County, Texas.
- 4) *Entire Agreement.* This sublease, together with the attached Exhibit "A", is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this sublease or to any expressly mentioned in writing in this lease.
- 5) *Amendment of Sublease.* This sublease may be amended only by an instrument in writing signed by Subtenant and Tenant.
- 6) *Notices.* Any notice required or permitted under this sublease must be in writing. Any notice required by this sublease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this sublease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when

actually received. Any address for notice may be changed by written notice delivered as provided herein.

- 7) *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.
- 8) *Termination.* Subtenant and Tenant, together and individually, reserve the right to terminate this sublease without cause following (90) days written notice to the other party.
- 9) *Renewal.* The Duration of this lease is renewable following its expiration upon written agreement of Landlord and Tenant.

This sublease is executed and delivered effective as of the date and year first above written.

Tenant:
Village of Salado

By: _____
Skip Blancett, Mayor
301 N Stagecoach Rd.
P O Box 219
Salado, TX 76571

Subtenants:
Keep Salado Beautiful

By: _____
Susan Terry, Chairman
Street: _____
City/State/Zip: _____

Public Art League of Salado

By: _____
Jill Shipman, Chairman
Street: _____
City/State/Zip: _____

ATTEST:

Village Secretary

LICENSE FOR THE USE OF PROPERTY

This Agreement is made and entered into by and between the Village of Salado, Texas (the "Licensor") and Keep Salado Beautiful and Public Art League of Salado (the "Licensees"), (referred to collectively as the "Parties") for the purposes and consideration described herein. This Agreement shall become effective upon the date of the last to sign below ("Effective Date").

WHEREAS, the Licensee desires to place artwork and sculptures (the "Artwork") on Village of Salado-owned property within the corporate limits of the Licensor; and

WHEREAS, the Licensor finds that artwork throughout the Licensor's public property, with the exception of public right-of-ways ("Licensed Property") is for a public benefit and will encourage tourism; and

WHEREAS, the Licensor has express authority to contract pursuant to Section 51.014 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants herein the Licensor and Licensees agree as follows:

1. Recitals

The above and foregoing recitals are incorporated herein verbatim and made a part of this Agreement for all purposes.

2. Grant of License

Subject to the terms and conditions of this Agreement and to the extent of the right, title, and interest of the Licensor to the Licensed Property and without any express or implied warranties, the Licensor grants to the Licensee the non-exclusive right to use the Licensed Property to display Artwork. The exact location of the Artwork on the Licensor's property shall be approved by the Village Administrator prior to placement of the Artwork. The installation of the Artwork by the Licensee shall not be located in any public right-of-ways or interfere with any utilities or facilities located in or on the Licensed Property at the time of installation of the Artwork or for the Term of this License.

3. Consideration

The Parties each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including, but not limited to, payment of \$1.00 per year.

4. Licensor's Rights to Licensed Property

The Licensee's right to use the Licensed Property as provided in this Agreement is expressly subject and subordinate to the present and future right of the Licensor, its successors, assigns, lessees, grantees, and licensees, to conduct any activity on, beneath, or above the Licensed

Property, provided that any such activity does not interfere with the use of the Licensed Property by the Licensee. The Licensor, its successors, assigns, lessees, grantees, and licensees shall take reasonable measures to prevent damage to the Licensee's Artwork in the Licensed Property. Nothing in this Agreement shall be construed to limit in any way the power of the Licensor to alter or improve the Licensed Property pursuant to official action by the governing body of the Licensor or its successors; provided, however, that the Licensor shall provide the Licensee with at least thirty (30) days prior written notice of any such contemplated action.

5. Indemnification

Licensee agrees to and shall indemnify, defend, and hold harmless the Licensor, and its officers, agents, and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the Licensee's use of the Licensed Property.

6. Conditions

- A.** The Licensee agrees that placement of the Artwork shall be done in compliance with all applicable Village of Salado, County, State and / or Federal laws and regulations. Disturbance by the Licensee of any surface of the Licensed Property shall be restored in accordance with the applicable Village of Salado laws.
- B.** The Licensee agrees to maintain the Artwork and the grounds immediately surrounding the Artwork on the Licensed Property in a condition suitable for its intended use under this Agreement, including, but not limited to, removal of trash and debris, and mowing and trimming any lawns.
- C.** The Licensee shall provide the Licensor with a minimum of thirty (30) days written notice prior to placing any Artwork on the Licensed Property. The notice shall include the proposed location of the Artwork, a description of the Artwork with a photograph, ownership documentation of the Artwork, and anticipated duration the Artwork will be on the Licensed Property. The Licensor's Village Administrator shall notify the Licensee in writing within thirty (30) days of receipt of the Licensee's notice approving or denying the placement of the Artwork.
- D.** This Agreement may be recorded and shall remain binding and enforceable for one (1) year following the Effective Date unless otherwise terminated in accordance with this Agreement.

Provided, however this Agreement shall automatically renew for successive one-year periods unless: (a) a Party provides the other party with written notice of the intention not

to renew the Agreement 90 days prior to the end of the then-current year term; or (b) terminated as provided below.

- E. Licensor agrees to provide public liability and personal property insurance for the Artwork while the Artwork is under the custody of the Licensor on the Licensed Property.

7. Termination

This Agreement may be terminated: (a) by the Licensor for good cause with thirty (30) days written notice to the Licensee; or (b) by written notice delivered by the Licensor to the Licensee following a failure by the Licensee, as applicable, to timely cure a breach of any obligation in this Agreement; or (c) by mutual written consent of the Parties. In the event that this Agreement is recorded, the Licensor may then record a statement of the termination of this Agreement. In the event of a termination, any personal property not removed from the Licensed Property within thirty (30) days of termination shall be deemed abandoned and may be retained, removed, destroyed, or left undisturbed at the discretion of the Licensor.

8. Interpretation

In the event of any dispute over any of the terms of this Agreement, it shall not be construed for or against either party on the basis that such party did or did not author the Agreement.

9. Application of Law and Severability

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

10. Venue

Venue for any action arising out of this Agreement shall be proper and lie exclusively in the state courts in Bell County, Texas.

11. No Assignment

Licensee may not assign, transfer, sublicense, or convey this Agreement, or any rights granted to Licensee under this Agreement, to any person without the prior written consent of the Licensor. Any purported assignment, transfer, sublicensing, or conveyance by Licensee in violation of this section shall be without force or effect, but shall be a material default by Licensee.

12. Notice

Any notice and/or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt

requested, postage prepaid, addressed to the appropriate Party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

If to the Licensor:

Village of Salado
Attention: City Administrator
301 N Stagecoach Rd.
P O Box 219
Salado, TX 76571

If to the Licensee:

Keep Salado Beautiful

Attention: _____
Street: _____
City/State/Zip: _____

Public Art League of Salado

Attention: _____
Street: _____
City/State/Zip: _____

13. Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to these terms and conditions and supersedes any and all prior understandings, oral or written agreements, between the parties respecting such subject matter, except as otherwise provided in the instruments referenced in this Agreement. This Agreement may be amended only by written consent of Licensor and Licensee.

Executed on the date set forth below.

VILLAGE OF SALADO:

by: _____
Skip Blancett, Mayor

date: _____

KEEP SALADO BEAUTIFUL:

by: _____
Susan Terry, Chairman

date: _____

PUBLIC ART LEAGUE OF SALADO:

by: _____
Jill Shipman, Chairman

date: _____

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

11/13/14
Item #9
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: Consideration and possible action on a professional services agreement with Kasberg, Patrick, and Associates LP for engineering services including design, bidding, and construction administration required for reconstruction of Salado Plaza Drive, Mill Creek Drive, and Thomas Arnold Road in an amount not to exceed \$61,500

STAFF/COMMITTEE RECOMMENDATION: The Street Improvement Committee and staff recommend approval as submitted.

ITEM SUMMARY AND ANALYSIS: At the November 6, 2014 Board of Aldermen meeting, the BOA voted unanimously to approve the Annual Street Maintenance Program for year 2014/15 as presented and let for bid the process of seal coating and reconstruction as recommended by the Streets Improvement Committee.

In response to this action, Kasberg, Patrick, and Associates LP, the City's engineering firm which prepared the preliminary budget estimates, has presented a proposed engineering services contract for Salado Plaza Drive, Mill Creek Drive, and Thomas Arnold Road for consideration. Scope of services include:

- Construction plans and specifications
- Opinion of probable construction costs
- Pre-bid conference, bid opening, tabulation, and recommendations for award
- Construction administration

Testing services will be awarded through a separate scope and proposal after final design.

FISCAL IMPACT: The cost for these services is reflected in the original estimates included in the Street Maintenance Program. In the FY 2014-15 budget, there is \$200,000 budgeted for streets improvement. In addition, a budget amendment will be made to make available the carry-over street funds from last year of \$200,000 resulting in a total streets budget for FY 2014-15 of \$400,000.

ATTACHMENTS:

Kasberg, Patrick, & Associates Proposal for Engineering Services



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

Temple
One South Main Street
Temple, Texas 76701
(254) 773-3731

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

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

November 6, 2014

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

Re: Village of Salado
Salado Plaza/Mill Creek/Thomas Arnold Street Improvements

Dear Ms. Foutz:

This letter outlines our proposal to the Village of Salado for providing engineering services required for completion of the referenced improvements.

KPA will provide the following services:

1. Develop construction plans and technical specifications (bid package) for Salado Plaza, Mill Creek and Thomas Arnold. Ribbon curb will be included in the plans as an add alternate in the bid schedule.
2. Develop an opinion of probable construction costs for the proposed improvements.
3. Conduct a pre-bid conference, field questions from bidders and distribute addenda (if needed), attend bid opening, develop bid tabulation, and make a recommendation of award to the Board of Aldermen.
4. Provide construction administration services to the City, including review of submittals, any necessary site visits during construction, and review of contractor's pay requests.

This proposal does not include any geotechnical investigation, topographic surveying, construction phase testing, or onsite representation. The price for bidding services is based on the assumption that all three streets will be bid together. If they are bid separately, we will need to meet with you to discuss the price for bidding services.

We recommend that testing services be awarded after a more accurate scope can be defined based on the final design. These services could be awarded simultaneously with the construction contract.

Ms. Kim Foutz
November 6, 2014
Page Two

In order for us to provide services required for completion of this project, the following not-to-exceed lump sum amounts will be applicable.

Salado Plaza/Mill Creek/Thomas Arnold Street Improvements

Basic Services

Final Design	\$ 39,100.00
Bidding	\$ 6,000.00
Construction Administration	<u>\$ 16,400.00</u>
Total Basic Services	\$ 61,500.00

Exhibit A outlines rates which would be used to charge for special or additional services authorized beyond the scope as described in this proposal.

Final deliverables of the final design can be completed within 60 calendar days from receipt of an authorization to proceed.

We are available to address any questions or comments that you may have about this proposal.

Sincerely,

Approved by:



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

Village of Salado

Date

JAS/

EXHIBIT A

Charges for Additional Services

Village of Salado

Salado Plaza/Mill Creek/Thomas Arnold Street Improvements
Additional Engineering Services

<u>POSITION</u>	<u>MULTIPLIER</u>	<u>SALARY COST/RATES</u>
Principal	2.4	\$ 75.00 - 90.00/hour
Project Manager	2.4	55.00 - 70.00/hour
Project Engineer	2.4	40.00 - 55.00/hour
Engineer-in-Training	2.4	30.00 - 40.00/hour
Engineering Technician	2.4	20.00 - 35.00/hour
CAD Technician	2.4	18.00 - 32.00/hour
Clerical	2.4	15.00 - 20.00/hour
Expenses	1.1	actual cost
Computer	1.0	15.00/hour
Survey Crew	1.1	95.00 - 120.00/hour
Registered Public Surveyor	1.0	90.00/hour
On-Site Representative	2.1	30.00 - 40.00/hour

BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

11/13/14
Item #10
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Consider appointing member(s) to the following City boards and commissions:
(A) Planning and Zoning Commission

STAFF RECOMMENDATION: The Planning and Zoning Commission Ordinance Subcommittee will report its findings and recommendations at the meeting.

ITEM SUMMARY AND ANALYSIS: At the October 16, 2014 Board of Aldermen meeting, the BOA appointed a subcommittee including Alderman Coachman and Alderman Brown to review and make recommendations for the Zoning Ordinance in regards to Planning and Zoning Commission procedures, terms, appointment, vacancies, and attendance. In addition, the BOA asked the subcommittee to make a recommendation on filling vacant seats.

During the workshop, the BOA directed staff to call all existing Planning and Zoning Commission members to check their interest in continuing to serve. All Commissioners were contacted and all indicated an interest in continuing to serve. In addition, staff was directed to post an advertisement in the local newspaper soliciting applications to serve on the Commission. Two individuals responded to the call for applications. Specific information will be presented at the BOA meeting.

Below is a summary of current Planning and Zoning Commission members with their respective dates of appointment and expiration as well as their attendance record.

Name	Term Expires
Gerry Reihsen	January 2016
Larry Wolfe	July 2015
Rennie Lyles	November 2015
Josh Bratton	April 2016
Merle Stalcup	February 2017

FISCAL IMPACT: n/a

ATTACHMENTS: n/a

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

11/13/14
Items # 6,7,8
Regular Agenda
Page 1 of 2

DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTIONS

6. Consideration and possible action on a Lease Agreement among the Village of Salado, the Presbyterian Church of Salado, and Salado Storage, LLC for property located at 113 Salado Plaza Drive
7. Consideration and possible action on a Sublease Agreement among the Village of Salado, Keep Salado Beautiful, and the Public Art League of Salado for property located at 113 Salado Plaza Drive
8. Consider approving a License For Use of Village Owned Property for use by the Public Art League of Salado and Keep Salado Beautiful

STAFF RECOMMENDATION: Staff recommends approval of all three items as presented

ITEM SUMMARY AND ANALYSIS: At various meetings in July, August, and September of 2014, the Board of Alderman deliberated and received updates on a proposed agreement which would allow the Village to provide insurance for public art displayed in the Sculpture Garden and other Village owned lands. Before this could be accomplished, the terms of the primary lease and sublease for the Sculpture Garden land had to be reconciled and revised. Agenda items #6 and #7 accomplish these revisions. Keep Salado Beautiful and the Public Art League will continue to be responsible for all maintenance and improvement activities.

Agenda item #8 allows for public art sponsored by the Public Art League of Salado and Keep Salado Beautiful to be placed on Village owned land, outside of public right-of-ways, after review and approval by the Village Administrator. This is to be accomplished with a License For Use of Village Owned Property. Under this license, the Village will provide insurance coverage for the art.

PALS will be responsible for providing photographs and inventories of public art as requested by the Village, such information being needed for insurance purposes. PALS will also be required to maintain these areas of display. The Village can still use the Licensed Property, but just not interfere with the use of the Licensee. Finally, the agreement is for one year, may be annually renewed, and can be terminated by the Village for good cause.

COMPREHENSIVE PLAN/MASTER PLANS: This agreement promotes Principle 7 of the Comprehensive Plan – Community Livability – Ensure that as the Village of Salado experiences growth and development, its existing character and charm is maintained and enhanced.

FISCAL IMPACT: According to inquiries with the Texas Municipal League, the Village's insurance provider, this coverage will not impact the annual premium.

ATTACHMENTS:

- Lease Agreement among the Village of Salado, the Presbyterian Church of Salado, and Salado Storage, LLC (sculpture garden land)
- Sublease Agreement among the Village of Salado, Keep Salado Beautiful, and the Public Art League of Salado (sculpture garden land)
- License For Use of Village Owned Property for use by the Public Art League of Salado and Keep Salado Beautiful (Village owned property, not in right of way)