



**MEETING OF THE
SALADO BOARD OF ALDERMEN
MUNICIPAL BUILDING - 301 NORTH STAGECOACH
BOARD OF ALDERMAN CHAMBERS**

THURSDAY, DECEMBER 11, 2014, 6:30 P.M.

I. CALL TO ORDER

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

II. REPORTS

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

Mayor's Report:

Aldermen Updates:

- Chamber of Commerce/CVS Supervisory Board update
- Community Organization Updates

Staff Report(s)

- Cpl Bobby McLean escorts lung transplant recipient (Village Administrator Foutz)
- Police Report (Chief Hensley)
- Financial Report (Dan Nixon)

III. PROCLAMATIONS – n/a

IV. PUBLIC COMMENTS

4. Citizens who desire to address the Board of Alderman on any matter may sign up to do so prior to this meeting. Public comments on issues not listed on the agenda will be received during this portion of the meeting. Comments related to items on the agenda will be received during consideration of the individual agenda item. Please limit

comments to 3 minutes. No discussion or final action will be taken by the Board of Alderman.

V. CONSENT AGENDA

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

5. Consider approving the Consent Agenda items:

Minutes

- (A) November 13, 2014 Regular Meeting

VI. REGULAR AGENDA

Resolutions – n/a

Public Hearings / Ordinances

6. PUBLIC HEARING - Consider adopting an ordinance authorizing amendment to Zoning Ordinance 2013.08, Section 2.2 Planning and Zoning Commission, and Section 2.3 Zoning Board of Adjustments.
7. PUBLIC HEARING - Consider adopting an ordinance authorizing amendment to Ordinance 2009.09, Rules of Procedure for Board of Aldermen Meetings, Section 4C(5), Ordinances in General.

Miscellaneous

8. Consideration and possible action on a Chapter 380 Grant Agreement between the Village of Salado and JES Dev. Co. for a residential senior housing project at the intersection of Mary Jane and Vanessa Drive.
9. Consideration and possible action on an Interlocal Cooperation Agreement with Bell County for the construction of road improvements in the amount of \$60,230; acquisition of rejuvenated cold mix (RAP) in the amount of \$3,441; and pavement striping.

VII. EXECUTIVE SESSION

10. Discuss the proposed Sanctuary Development and related economic development incentives
11. Discuss appointment of an Associate Judge
12. Consultation with Village Attorney regarding legal considerations involving comprehensive

plan updates, strategic planning for the extraterritorial jurisdiction, and capital improvement plan.

VIII. REGULAR SESSION

13. Consider approving appointment of an Associate Judge

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 regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding 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 5:30 p.m., on Friday, December 5, 2014.

Randy A. Stoneroad, Village Secretary

Removed from display: _____

SALADO POLICE DEPARTMENT
October 2014 Activities

Calls for service 302

Percentage in the city 94 %
 Percentage out of the city 6 %

Offenses 12

Average response time 3:46

Arrest 3

Motor Vehicle Accidents 6

Alarm calls 6

Residential: 5
 Business: 1
 Medical: 0

Total Citations: 57

Citations:	Charge	Location
10	Speed	Main
2	No DL	"
2	Expired MVI	"
3	No Insurance	"
2	Defective Equipment	"
1	Ran Stop Sign	Mill Creek at Main
1	Disregard Traffic control	Stagecoach
1	Speed	"
1	Public Intox	"
3	Speed	"
1	No Driver's License	"
6	Speed	West Village
1	Public Intox	"
1	Expired MVI	Robertson
6	Speeding	"
15	Speed	I-35
1	Disregard stop sign	Stagecoach at 2484

Update on Electronics and Record Management System:

- Cameras are being installed and will be tied into the controls
- All equipment for the vehicles has been ordered
- The data is being gathered that will be entered into the system that will allow it to be Salado / Bell County specific
- We are working with the Department of Public Safety getting authorization to have access to NCIC / TCIC and other databases.
- Training is ongoing , with half of the department having received the training

Financial Report

Village of Salado

Overview of Cash and Investments
September 30, 2014

Ready Cash

Institution	Account	Type Account	Entity	Balance	Rate	Matures
FSB - Central Texas	PF-23002	Checking	Village	57,672.20		
FSB - Central Texas	PF-23440	Checking	Tourism	117,988.65		
FSB - Central Texas	SMCM-0064	Credit Card	Village	8,938.50		

Investments

Institution	Account	Type Account	Entity	Balance	Rate	Matures	Rate x Balance	Days to Maturity	Days to Maturity x Balance
FSB - Central Texas	CD-7901	CD	Tourism	50,000.00	0.5500%	1/18/15	275.00	110	5,500,000
FSB - Central Texas	CD-7902	CD	Village	150,000.00	0.5500%	1/18/15	825.00	110	16,500,000
FSB - Central Texas	CD-0478	CD	Village	-	0.5500%	8/23/14	-	-38	-
FSB - Central Texas	CD-0479	CD	Village	100,000.00	0.5500%	2/19/15	550.00	142	14,200,000
FSB - Central Texas	CD-0480	CD	Village	100,000.00	0.5500%	2/19/15	550.00	142	14,200,000
FSB - Central Texas	CD-0481	CD	Village	100,000.00	0.5500%	8/28/15	550.00	332	33,200,000
FSB - Central Texas	CD-0528	CD	Village	100,000.00	0.5500%	8/28/15	550.00	332	33,200,000
TexPool	449/7875400001	MM	Village	4,151.04	0.0239%	9/30/14	0.99	0	-
TexPool	449/7875400002	MM	Tourism	53,880.01	0.0239%	9/30/14	12.88	0	-
Texas Star Bank	37000106	MM	Village	115,118.38	0.2000%	9/30/14	230.24	0	-
Union State Bank	66000475	MM	Village	247,434.32	0.3160%	9/30/14	781.89	0	-
Nationwide Bank	100002215443	MM	Village	-	0.3000%	9/30/14	-	0	-
				1,020,583.75			4,326.00		116,800,000

Weighted Average Yield 0.42%

Weighted Average Yield is calculated by multiplying the effective interest rate times the account balance and averaging the results.

Weighted Average Maturity 114 days

Weighted Average Maturity is calculated by multiplying the account balance times the days to maturity for the account, and averaging the results.

Respectfully Submitted by
J. Dan Nixon, Investment Officer

Village Board of Aldermen
Regularly Scheduled Board of Aldermen
Meeting Minutes
Municipal Building, 301 N. Stagecoach Rd.
Thursday, 13, 2014 6:30pm

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

Members Absent: Hans Fields

Others Present: Kim Foutz - Village Administrator, Randy Stonerod - Village Secretary, Lyndsey Barrett - Administrative Assistant, Jack Hensley - Chief of Police

I. Call To Order : Mayor Blancett called the meeting to order at 6:34pm, quorum present.

1. Mayor Blancett lead the invocation.
2. Pledge of Allegiance and Texas Pledge of Allegiance were recited.

II. Reports:

Mayor's Report: The Mayor discussed the sculpture park; meeting (session 2) to discuss the Sanctuary Development to be held at 301 Stagecoach on November 18, 2014 at 6:00 p.m., the pending completion of the FM 2484 bridge; the future (January 2015) closure of the Holland Road bridge; and the July - August 2015 anticipated completion of Salado Plaza.

Aldermen Updates:

- **Alderman McDougal:** - Roads Committee announces all crack & seal equipment has been ordered and work will begin as soon as the weather gets above 40 degrees. Also, the Village seeks an engineering agreement to reconstruct Mill Creek, Salado Plaza and Thomas Arnold Road.

- **Alderman Coachman:** Volunteer, Dave Williams has completed comparing Village of Salado ordinances with those of surrounding cities. This work was done as a basis for the Ordinance Committee to bring a revised Code of Ordinances before the Board of Aldermen in the near future.

- **Mayor Pro Tem Brown:** Lights have gone up around the Village (visitor center, civic center). Businesses expressed desire to join in and put up lights on their buildings. Texas A&M will have team working on our project and complete plan should be completed by end of spring term including all aspects of downtown beautification.

- **Alderman Dankert:** Village is looking at alternative methods for cleaning out the low water crossing at Mill Creek. The Village applied for a grant to build a berm to protect salamander habitat and a spring. Finally, the new lights installed on Village buildings are environmentally friendly..

III. Proclamations: N/A

IV. Public Comments: N/A

VI. Consent Agenda:

4. Alderman McDougal moved to approve the consent agenda. Alderman Dankert seconded that motion. A vote was taken and the vote unanimously passed. The Consent Agenda contained the following items: (A) Minutes of November 6, 2014 Board of Aldermen/Zoning Board of Adjustment meeting; (B) Resolution 2014-106-R, Professional Agreement between Village of Salado & SAMCO for financial advisory services; (C) Resolution 2014-107-R - agreement with Andrews Kurth LLP to serve as bond counsel; and (D) Considering an interlocal agreement between Village of Salado and Central Texas Council of Governments to receive funds for public works projects.

VI. Regular Agenda:

5. Mayor Pro Tem Brown moved to approve an elections report provided by Mr. Eldon Miller of the Bell County Elections Department regarding Salado Proposition 1 (Sewer Bond) and Proposition 2 (Wine & Beer Sales). Both Proposition 1 and 2 passed. Motion was seconded by Alderman McDougal. A vote was taken and the motion passed unanimously.

6. Alderman Dankert moved to approve a lease agreement between the Village of Salado , Presbyterian Church of Salado & Salado Storage, LLC for property at 113 Salado Plaza Drive. Mayor Pro Tem Brown seconded the motion. A vote was taken and the motion passed unanimously.

7. Mayor Pro Tem Brown moved to approve a sublease agreement between The Village of Salado, Keep Salado Beautiful & the Public Art League of Salado for property located at 113 Salado Plaza Drive. Alderman Dankert seconded the motion. A vote was taken and the motion passed unanimously.

8. Alderman Dankert moved to consider approving a license for use of Village-owned property for use by the Public Art League of Salado and Keep Salado Beautiful. Alderman Coachman seconded the motion. A vote was taken and the motion passed unanimously.

9. Village Administrator Kim Foutz briefed the Board regarding a \$61,500 professional services contract agreement with Kasberg, Patrick & Associates, LLP for engineering/design services for Salado Plaza Drive, Mill Creek Drive and Thomas Arnold Road. Alderman McDougal moved to approve the item. Alderman Coachman seconded the motion. A vote was taken and the motion passed unanimously.

10. Mayor Pro Tem Brown moved to appoint Ron Coleman to the Planning and Zoning Commission. Alderman Coachman seconded the motion. A vote was taken and the item passed unanimously.

VII. Executive Session: 11. Mayor Blancett closed the regular meeting at 7:15 p.m. The building was cleared and the Mayor opened an executive Session from 7:25 p.m. to 7:53 p.m. to discuss appointment of a Public Relations Specialist. The Mayor re-opened the Regular Meeting at 7:53 p.m. and Mayor Pro Tem Brown moved to hire Megan Seaton as Public Relations Specialist. Alderman Coachman seconded the motion. A vote was taken and the item passed unanimously.

Announcements:

Next Scheduled Board of Aldermen meeting is December 11, 2014 at 6:30 p.m.

There being no further business, the meeting was adjourned at 7:56 p.m.

APPROVED:

SKIP BLANCETT, Mayor of the Village of Salado, Texas

ATTEST:

RANDY A. STONEROAD, Village Secretary

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

BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

12/11/14
Item # 6
Regular Agenda
Page 1 of 2

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Hold a public hearing and consider adopting an ordinance authorizing amendment to Zoning Ordinance 2013.08, Section 2.2 Planning and Zoning Commission, and Section 2.3 Zoning Board of Adjustments.

ORDINANCE COMMITTEE / STAFF RECOMMENDATION: The Ordinance Committee and Staff recommend approval.

ITEM SUMMARY AND ANALYSIS: The Ordinance Committee has reviewed and is recommending the below ordinance changes.

- Changed term of office from 3 years to 2 years
- Members may be appointed for up to 2 terms
- Members serve staggered 2-year terms
- Meetings to be cancelled if there are no applications or other business to conduct
- Corrected typo referencing ZBA
- Added rules, bylaws, activities to include: Reviewing Master Plans and Land Use and Development Ordinances; and participating in required training in conformance with all laws

In addition, earlier this year the Board of Aldermen recommended that the BOA serve as the Zoning Board of Adjustments in lieu of making separate appointments to the Board. These changes would eliminate problems with attendance and training and streamline ZBA cases. Because the ZBA is referenced in the zoning ordinance and was established by separate ordinance, a future agenda item will be brought forth repealing the original ordinance. See attached redline changes.

FISCAL IMPACT: n/a

ATTACHMENTS:

Redlined ordinance

Ordinance No. _____
Village of Salado
County of Bell
State of Texas

**PLANNING AND ZONING COMMISSION AND ZONING BOARD OF ADJUSTMENT
MEMBERSHIP AND AUTHORITY AMENDMENTS**

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, AMENDING ARTICLE II, SECTIONS 2.2 AND 2.3 OF ORDINANCE NO. 2013.08, ZONING ORDINANCE, TO REVISE THE PLANNING AND ZONING COMMISSION MEMBERSHIP REQUIREMENTS, AND TO ALLOW THE VILLAGE BOARD OF ALDERMEN TO ACT AS THE ZONING BOARD OF ADJUSTMENT; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, SEVERABILITY, REPEALER, CODIFICATION, AND EFFECTIVE DATE.

WHEREAS, the Village of Salado ("Village") seeks to establish efficient regulations for the development of land in the Village limits; and

WHEREAS, the Village finds that revising the membership of the Planning and Zoning Commission and the Zoning Board of Adjustment is necessary for fair and streamlined review of land development approvals; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, a general-law municipality, such as the Village, has the authority to establish a zoning commission and a board of adjustment; and

WHEREAS, pursuant to Chapter 51 of the Texas Local Government Code, the Board of Aldermen find that the amendments in this Ordinance are for the good government, peace, or order of the municipality.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Article II, Sections 2.2 and 2.3 of Ordinance No. 2013.08 are hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be

inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment "A".

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

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

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

THE VILLAGE OF SALADO, TEXAS:

by: _____
Mayor Skip Blancett

ATTEST:

Randy Stonerod, City Secretary

VILLAGE OF SALADO
VILLAGE ORDINANCES
Zoning Ordinance, no. 2013.08

Article II: Zoning Procedures and Administration

Section 2.2: Planning and Zoning Commission

A. General:

1. The Planning and Zoning Commission (also referred to as the "Commission") shall function according to the following criteria that establish membership and operating procedures.

B. Created; Membership; Officers; Rules & Bylaws:

1. There is created, in accordance with Chapter 211 of the Texas Local Government Code, the "Planning and Zoning Commission", hereafter sometimes referred to as the "Commission", which shall consist of five (5) people residing within the Village of Salado ~~or in the Village's ETJ. At least three (3) members of the Commission must reside within the Village of Salado.~~ There ~~shall~~ may be two (2) alternates made up of residents who reside within the Village limits.
2. Members shall be nominated by the Aldermen of the Village of Salado, and each person so nominated must be approved by a simple majority vote of the Board of Aldermen before being appointed as a member of the Commission.
3. All appointments to the Commission shall serve as a member of the Commission for a term of office of ~~two (2) three (3) years, except as noted below.~~ Members may be reappointed for up to a total of two (2) with no limitation on the number of terms one member may serve. ~~Upon adoption of this ordinance, the Board of Aldermen shall appoint two (2) members to two (2) year terms, and three (3) members to three (3) year terms. After the initial terms expire, all members shall serve three (3) year terms. Members may serve staggered 2-year terms.~~
4. Any vacancy(s) on the Commission shall be filled via appointment by a simple majority vote of the Board of Aldermen.

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

Section 2.3: Zoning Board of Adjustments

A. Creation

1. There is hereby created a Zoning Board of Adjustments, hereafter referred to as the "ZBA", for the purpose, in appropriate cases and subject to appropriate conditions and

safeguards, to make special exceptions to the terms of this Ordinance that are consistent with the general purpose and intent of this Ordinance. The ZBA may be composed of the members of the Board of Aldermen of the Village of Salado as authorized by Chapter 211.008(g) of the Local Government Code.

B. Members; Terms of Office

1. The Zoning Board of Adjustments may consist of members of the Board of Aldermen, and shall operate in accordance with Sections 211.008 through 211.011 of the Texas Local Government Code, as amended. The Board of Aldermen may also choose by a simple majority vote to appoint Zoning Board of Adjustments members.

The ZBA shall consist of ~~the five (5) people residing within the~~ Village of Salado Board of Aldermen and the Mayor. Up to 4 alternate members may be appointed to serve in the absence of one or more of the regular board members on an Alternating basis such that all alternate members have equal opportunities to serve on the board. Alternate members shall be appointed ~~in the same manner as regular members, by the Board of Aldermen by a simple majority vote. The city administrator may also designate alternate board of adjustment members to participate in a particular board of adjustment meeting in the absence of members of the board of adjustment.~~ Alternate board of adjustment members shall count toward the establishment of a quorum, and have full voting rights during the meeting for which the alternate is designated.

- ~~2. Each person nominated by the Board of Aldermen to be a ZBA member must be approved by a simple majority vote of the Board of Aldermen before being appointed as a member of the Commission.~~
2. Members of All appointments to the ZBA shall serve as a member for a term of office of two (2) years. Members may be reappointed with no limitation on the number of terms one member may serve, to run concurrently with the member's term of office as members of the Board of Aldermen. The Zoning Board of Adjustments shall elect a Chairperson and a Vice-Chairperson from among its membership, and each officer shall hold office until replaced by a simple majority vote of the full ZBA. The Mayor/Village Administrator's designee shall serve as Secretary to the Zoning Board of Adjustments, and shall keep minutes of all meetings held by the ZBA.
3. The Zoning Board of Adjustments shall have the power to make the rules, regulations and bylaws for its own government.

BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

12/11/14
Item # 7
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: Hold a public hearing and consider adopting an Ordinance authorizing amendment to Ordinance 2009.09, Rules of Procedure for Board of Aldermen Meetings, Section 4C(5), Ordinances in General relating to the two reading requirement of general ordinances.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: This amendment eliminates the requirement for two readings of an ordinance, except in cases where the Local Government Code requires otherwise.

FISCAL IMPACT: n/a

ATTACHMENTS:
Redlined Ordinance

Ordinance No. ~~2009.09~~ 2014.09
Village of Salado County of Bell
State of Texas ~~October 1,~~
~~2009~~ December 11, 2014

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Rules of Procedure for Board of Aldermen Meetings

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS AMENDING ORDINANCE NO. 2009.092 ESTABLISHING POLICIES AND PROCEDURES FOR BOARD OF ALDERMEN MEETINGS, INCLUDING PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; PURPOSE; DEFINITIONS; GENERAL RULES OF PROCEDURE AT MEETINGS; DISRUPTIVE OR DISORDERLY CONDUCT; INDIVIDUALS WITH DISABILITIES; RECORDING OF MEETINGS; ENFORCEMENT; RELATION TO OTHER ORDINANCES; SEVERABILITY; PROPER NOTICE AND MEETING

WHEREAS, the Board of Aldermen of the Village of Salado seeks to provide for the efficient administration of Village business; and

WHEREAS, the Board of Aldermen seeks to maintain order and decorum at Board of Aldermen Meetings; and

WHEREAS, the Board of Aldermen finds that the promulgation of procedural rules for Board meetings furthers the effective and efficient administration of Village business and encourage orderly public participation in the democratic process; and

WHEREAS, the Board of Aldermen finds that disorderly or disruptive behavior during the course of its meetings unreasonably interferes with the conduct of Village business; creates confusion and dismay among meeting participants, observers, and the general public; and stifles public comment and participation in the democratic process; and discourages the majority of meeting attendees who conduct themselves appropriately; and

WHEREAS, the Board of Aldermen finds that the unreasonably obtrusive use of a tape recorder, video camera, or other means of aural or video reproduction may disrupt the effective and efficient administration of Board of Aldermen meetings; may cause undue anxiety to those persons in attendance; and may discourage public participation in the democratic process; thus making it necessary to adopt reasonable rules relating to the location of recording equipment and the manner in which the recording is conducted; and

WHEREAS, the Board of Aldermen finds it to be in the best interest of the public safety, health and general welfare to adopt reasonable rules and regulations to maintain order and to regulate conduct at its meetings; and

WHEREAS, the Board of Aldermen is authorized to adopt such rules and regulations by virtue of section 22.038 of the Texas Local Government Code and by section 551.023 of the Texas Government Code; and

WHEREAS, the Board of Aldermen has carefully reviewed the rules and regulations established by this Ordinance; and

WHEREAS, the Board of Aldermen has received public input by and through a public meeting at which the ordinance was adopted; and

WHEREAS, the Board of Alderman previously enacted Ordinance No. 2009.029 on October 1, February 19, 2009; and

WHEREAS, the Board of Alderman deems it in the best interest of the Village of Salado to amend Ordinance No. 2009.029 in its entirety and for said Ordinance to be replaced in its entirety as follows:

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, COUNTY OF BELL, STATE OF TEXAS:

SECTION 1. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. Ordinance No. 2009.092 is amended in its entirety and shall read as provided in Attachment "A" attached hereto and incorporated herein as if fully set forth for all purposes.

SECTION 3. That this Ordinance shall become effective after its passage.

SECTION 4. This Ordinance, upon its enactment and effective date, shall repeal all conflicting provisions that may be contained in other Village ordinances or regulations. Except to the extent they apply to obligations and violations arising prior to the enactment of this Ordinance.

SECTION 5. All rights and remedies of the Village are expressly saved as to any and all violations of the provisions of any previous ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. In the event that any one or more of the provisions, clauses, or words of this ordinance or the application thereof to any situation or circumstance shall for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provisions, clauses, or words of this ordinance or the application thereof to any other situations or circumstance and it is intended that this ordinance shall be severable and that it shall be construed and applied as if such invalid or unconstitutional clause, section, provision, or word had not been included herein.

SECTION 7. That the meeting at which this Ordinance was enacted, was open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of the meeting was given as required by the Texas Open Meetings Act.

PASSED AND APPROVED this, the 1st 11th day of December October 2009 14, by a _____
(aye) to _____ (nays) and _____ (abstentions) vote of the Board of Aldermen of Salado, Texas.

VILLAGE OF SALADO:

Skip Blacett, Mayor

ATTEST:

Randy A. Stonerod, Village Secretary

SECTION 1. FINDINGS OF FACT

The Board hereby finds all of the above premises to be true and correct legislative and factual findings of the Village of Salado, and, so finding, the Board hereby incorporates them into the body of this Ordinance as if copied in their entirety.

SECTION 2. PURPOSE

This Ordinance is adopted so that the Board of Aldermen may promote the public health, safety, morals and general welfare within the Village through the enactment of reasonable procedures and rules designed to facilitate the orderly and efficient conduct of Board of Aldermen meetings in a manner that promotes a positive Village image reflecting order, harmony and pride, thereby strengthening the economic stability of the Village. By and through this Ordinance, the Board of Aldermen additionally seeks to establish fair, reasonable, and efficient guidelines for maintaining order and promoting effective public participation at Board of Aldermen meetings.

SECTION 3. DEFINITIONS

A. General

Words and phrases used in this Ordinance shall have the meanings set forth in this Section. Words and phrases that 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.

B. Specific Definitions

(1) "Board" means the Board of Aldermen (i.e., the governing body) of the Village of Salado, Texas.

(2) "Board of Aldermen meeting" means any public meeting held by the Board of Aldermen of the Village of Salado as authorized or required by the Texas Constitution and applicable state law.

(3) "Board Room" means the meeting space designated for Board of Aldermen meetings located in Village Hall at 301 North Stagecoach Road, Salado, Texas 76571.

(4) "Closed Meeting" means a meeting to which the public does not have access (i.e., executive session).

(5) "Conduct" means an act or omission and its accompanying mental state.

(6) "Deliberation" means a verbal exchange during a meeting by a quorum of the Board of Aldermen, or between a quorum of the Board of Aldermen and another person, concerning a public issue within the jurisdiction of the Board of Aldermen.

(7) "Designated recording area" means that area of the Board Room clearly marked as a space for all persons wishing to operate tape recorders, video cameras, or other means of aural or visual reproduction, within which such persons may operate such electronic recording devices during Board of Aldermen meetings.

(8) "Electronically record" means to capture aural or visual sounds and/or images through the use of a tape recorder, video camera, or other means of aural or visual reproduction.

(9) "Intentional" means the culpable mental state of "intent" as defined by Section 6.03 of the Texas Penal Code. A person acts intentionally, or with intent, with respect to the nature of his or her conduct or to a result of his or her conduct when it is his or her conscious objective or desire to engage in the conduct or cause the result.

(10) "Meeting" means any official proceeding of the Board. This term includes, but is not limited to, all Regular, Special (i.e., "called"), Emergency and Executive Session (i.e., "closed") Meetings.

(11) "Misdemeanor" means an offense so designated by law or punishable by fine, by confinement in jail, or by both fine and confinement in jail.

(12) "Official proceeding" means any type of administrative, executive, legislative or judicial proceeding that may be conducted before a public servant.

(13) "Official tape recording" means any audio recording made by the Village Secretary or other village official or employee at the direction of the Board of Aldermen and as part of that village official's or employee's official duties.

(14) "Open" means the public is allowed to attend.

(15) "Person" means a human individual.

(16) "Public servant" means a person elected, selected, appointed, employed or otherwise designated as one of the following, even if that person has not yet qualified for office or assumed his or her duties:

- (a) An officer, employee, or agent of the Village;
- (b) An attorney at law or notary public when participating in the performance of a governmental function;
- (c) A candidate for nomination or election to public office; or
- (d) A person who is performing a public function under a claim of right although he or she is not legally qualified to do so

(17) "Quorum" means a majority of the Board of Aldermen for regular meetings, and two-thirds of the aldermen for special meetings and meetings to consider the imposition of taxes.

(18) "Recklessly" means the culpable mental state of "recklessness" as defined by Section 6.03 of the Texas Penal Code. A person acts recklessly, or is reckless, with respect to the circumstances surrounding his or her conduct or the result of his or her conduct when he or she is aware of but consciously disregards a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under all the circumstances as viewed from the actor's standpoint.

(19) "Unlawful" means criminal or tortious or both and includes what would be criminal or tortious but for a defense not amounting to justification or privilege.

(20) "Use of a tape recorder, video camera, or other means of aural or visual reproduction" means the use of any device used to capture and record and/or transmit and replay sounds and/or images. This term includes, but is not limited to, tape recorders, video cameras, digital cameras, web cameras, and live video streaming devices.

(21) "Village" means the Village of Salado, a duly incorporated, Type B Texas municipality located in Bell County.

SECTION 4. GENERAL RULES OF PROCEDURE AT MEETINGS

A. Time and Place for Meetings

(1) The Board of Aldermen shall hold regular meetings on the first and third Thursdays of each month at 6:00 p.m.

(2) When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for such day shall be cancelled unless otherwise specified by the Board of Aldermen. At other times that the Mayor deems appropriate, the Mayor may cancel one or more regular meetings.

(3) The Mayor may call a special meeting on the Mayor's own motion or on the application of three Board members. Each member of the Board of Aldermen, the Village Secretary, and the Village Attorney must be notified of the special meeting.

(4) Except as otherwise provided in this paragraph, the Board of Aldermen shall conduct all meetings in the Board Room, located at 301 North Stagecoach Road, Salado, Texas. However, the Board of Aldermen may from time to time elect to meet at other locations and, upon such election, shall give public notice of the change of location in accordance with State law. If by reason of fire, flood or other emergency, it is unsafe to meet in the Board Room, for the duration of the emergency the Board may hold its meetings at such other place as the Mayor, or, in the Mayor's absence, the Mayor Pro Tem, shall designate.

(5) Meetings may be cancelled or recessed to the next business day with or without notice by the Mayor, a majority of the Board, or a majority of the members of the Board in attendance at the meeting.

B. Agenda of Meetings

(1) The Village shall comply with all notice requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

(2) The Mayor and/or the Village Secretary shall be responsible for preparing the agenda for Board meetings. The Mayor may determine which items to include in the agenda, provided that, the Mayor shall include any item requested by a Board Member. Board Members shall submit requests to the Mayor and/or the Village Secretary at least three and a half (3 1/2) business days in advance of the day of the meeting.

(3) A citizen may request inclusion on the agenda by submitting a request in writing to the Mayor at least four (4) business days in advance of the day of the meeting. The requested item may be included on the agenda at the Mayor's discretion.

(4) Upon the motion of the Mayor or any Board Member, the Board of Aldermen may elect to table an agenda item by an affirmative vote by a majority of Board Members present at the meeting.

(5) In compliance with the Texas Open Meetings Act, the Board shall not deliberate or vote on a matter not appearing on the agenda, except for purposes of presenting statements of current fact or policy or for determining whether the matter should appear on a future agenda.

C. Ordinances in General

(1) The Village shall be responsible for adopting or amending any ordinance necessary for the health, safety and welfare of its citizens, including but not limited to: any code of technical regulation; the establishment, alteration, or abolishment of any Village department(s), office(s), or agency(ies); provide for a fine or other penalty or establish a rule of regulation for violation of which a fine or other penalty is imposed; levy taxes; adopt or amend the annual budget; grant, renew, or extend a franchise; convey or lease or authorize the conveyance or lease of any lands of the Village; and amend or repair any ordinance previously adopted as provided by the Texas Local Government Code.

(2) Every proposed ordinance shall be introduced in writing and be in the form required for final adoption. Every proposed ordinance shall be placed on the Agenda of Meetings for the Village in compliance with the requirements of the Texas Open Meetings Act and contain the required publication pertinent to the type of ordinance proposed.

(3) An ordinance may be introduced by any member of the Board of Aldermen at any regular or special meeting of the Aldermen, provided it has been properly placed as an agenda item.

(4) The Alderman responsible for placement of the ordinance on the agenda, or having knowledge and information related to the ordinance, shall present the ordinance and address questions from other Aldermen and the public, if necessary, regarding the proposed ordinance.

(5) The ordinance shall be finally passed and adopted after the ordinance has been read at least ~~two~~ one (1) times at any regular or special meeting of the Board of Aldermen, except for

~~• those instances in which additional readings are required by Law the Board of Aldermen, through a supermajority (i.e., ¾ of those Aldermen present and voting), vote to suspend the requirements of this section. It shall be an exception to the requirement to read an ordinance at two (2) meetings if the purpose or reason for the ordinance relates to one of the following:~~

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- ~~• State of Emergency or emergency related issue;~~
- ~~• Required by law to be passed within a certain time frame, not permitting for two (2) separate readings;~~
- ~~• Administrative, executive matters or duties;~~
- ~~• Commemorative, honorary~~

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(6) Upon passage and adoption of an ordinance as provided by this subsection, the Village Secretary shall take necessary steps to finalize the implementation of the ordinance, as required by law.

D. Public Participation

(1) In accordance with the terms of the Texas Open Meetings Act, Section 551 of the Texas Government Code, all meetings of the Board of Aldermen shall be open to the public unless the Board is in Executive Session or State law otherwise allows a meeting to be closed.

(2) At the Board of Aldermen's discretion, the Board may permit a person to address the Board concerning an item on the agenda or to present a subject for the Board's consideration during the Public Comment period in accordance with the provisions of this Ordinance.

(3) Persons wishing to make public comments shall abide by the following rules:

- (a) Prior to the meeting, or during the meeting prior to discussion of a specific matter upon which a person wishes to comment, speakers who wish to address the Board of Aldermen should complete a Public Meeting Appearance Card and present it to the Village Secretary. Speakers shall indicate whether they wish to comment on a specific agenda item or on a separate matter during the Public Comment period.
- (b) When recognized, the speaker should approach the podium, state his/her name and address for the record, and, if speaking on behalf of an organization or other group, identify the group represented.
- (c) Only one person may address the Board at any one time.
- (d) Speakers should address all remarks to the Board of Aldermen as a whole, not to individual members.
- (e) Speakers should limit their presentations to no more than three (3) minutes each. There shall be no substitutions or pooling of speakers.
- (f) The Mayor or the Board may encourage speakers to not merely repeat views expressed by others.

- (g) Speakers must limit presentations to matters within the Village's subject matter jurisdiction.

(4) At any point during the meeting, the Board of Aldermen may opt to limit the number of speakers on a particular topic or topics not yet reached. All persons who complete a Public Meeting Appearance Card, whether or not allowed to speak, may submit written comments or exhibits to the Village Secretary for inclusion in the Record File Copy of the agenda.

E. Parliamentary Procedure

The Board may by resolution adopt rules of parliamentary procedure.

F. Presiding Officer

The Presiding Officer of the Council is responsible for conducting the meeting. When present and participating, the Mayor shall serve as presiding officer. When the Mayor is not present or if the mayor abstains from participation on a matter, the Mayor Pro-Tem shall serve as the presiding officer. If neither the Mayor nor the Mayor Pro-Tem are able to serve, the remaining Board Members may by majority vote designate a Member of the Board to preside over the meeting.

SECTION 5. DISRUPTIVE OR DISORDERLY CONDUCT

A. Hindering Proceedings by Disorderly Conduct

(1) No person shall intentionally hinder an official proceeding by noise or violent or tumultuous behavior or disturbance.

(2) No person shall recklessly hinder an official proceeding by noise or violent or tumultuous behavior or disturbance and continue after explicit official request to desist.

B. Disrupting a Meeting

No person shall prevent or disrupt a meeting, or obstruct or interfere with the meeting by physical action or verbal utterance.

C. Aldermen Attendance

Three consecutive absences from regular meetings (unless sick or received an excused absence from the Mayor in advance) will cause an automatic vacation of position on the Board of Aldermen.

SECTION 6. RECORDING OF MEETINGS

A. Location of Recording Equipment.

(1) The Board shall designate an area within the Board Room for the operation of tape recorders, video cameras, and other means of aural or visual reproduction. Operation of such equipment is limited to the designated recording area.

(2) The designated recording area shall be indicated by means reasonably calculated to provide sufficient space for all persons wishing to operate a tape recorder, video camera, or other means of aural or visual reproduction to occupy the designated recording area with reasonable comfort and sufficiently near to the proceedings to facilitate adequate recording.

(3) No person shall operate a tape recorder, video camera, or other means of aural or visual reproduction within the Board Room outside of the designated recording area.

(4) The provisions of this Section do not apply to the creation of an official tape recording of a Board of Aldermen meeting by a duly authorized Village official. Nor do these provisions apply to duly authorized closed (*i.e.*, "executive") sessions.

B. Recording of Individuals Outside of the Board Meeting

(1) Members of the news media and other interested persons may request personal interviews to be scheduled with Village officials by calling (254) 947-5060.

(2) As members of the governing body, the Mayor and members of the Board of Aldermen are the official spokespersons for the Village. The Board of Aldermen may, at its discretion, appoint other individuals to represent and communicate the interests of the Village to the media and public at-large.

SECTION 7. INDIVIDUALS WITH DISABILITIES

The Village of Salado seeks to ensure effective communication with members of the public who attend and participate in Board of Aldermen meetings. An individual who requires auxiliary aids and services or other accommodation should contact the Mayor with a request for such services. The Village encourages such individuals to submit requests at least forty-eight (48) hours in advance of a meeting so that the Village may effectively address the individuals' requests.

SECTION 8. ENFORCEMENT

A. Civil and Criminal Penalties

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.

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). Each instance 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) 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.

D. Authority of Presiding Officer

The Presiding Officer is hereby granted the authority to order any person removed from the meeting, or to take any appropriate legal action against any person who violates any provision of this Ordinance.

SECTION 9. RELATION TO OTHER ORDINANCES

This Ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance. This Ordinance is specifically subordinate to any ordinance or regulations of the Village pertaining to building and construction safety or to pedestrian and traffic safety. Nothing in this Ordinance shall be construed to impose a duty not required by the Open Meetings Act or to relieve the Village of complying with the Open Meetings Act.

SECTION 10. 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.

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

12/11/14
Item # 8
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW:

Kim Foutz, City Administrator

ITEM DESCRIPTION: Consideration and possible action on a Chapter 380 Grant Agreement between the Village of Salado and JES Dev. Co. for a residential senior housing project at the intersection of Mary Jane and Vanessa Drive.

STAFF RECOMMENDATION: Approve grant agreement as presented in the item description.

ITEM SUMMARY: JES Development submitted an application for tax credits through the Texas Department of Housing and Community Affairs in early 2014. In February 2014, the Board of Alderman passed a resolution in support of this project. As per the TDHCA program requirements, the resolution included a financial commitment for \$13,950 with \$930 annual payments for 15 years. Since that time JES's project was awarded the tax credits and is now ready to proceed. An application for a Minor Plat has been received for this project.

The BOA resolution indicated that financial support would be accomplished through tax abatement. Tax abatement is typically accomplished with a declining scale of abatement as opposed to regular annual payments. Therefore, staff developed a Chapter 380 Grant Agreement to accomplish the financial contributions.

Developer's obligations as outlined in the Agreement include:

- 2.1 Construction of the Facility will include the following:
 - a) 9 buildings with a total of 50 units as per **Exhibit "B" – Site Plan**
 - b) Minimum \$6,400,000 capital investment
 - c) Gated senior residential community restricted by age to 62+
 - d) Amenities including a- community center, , walking / golf cart path with seating, covered patio, exercise room, residential computer room, garden plots, and covered picnic area.
 - e) Parking provided at one space per unit
 - f) Masonry construction in a "hill country design" as per **Exhibit "C" – Building Facades**
 - g) Each building will contain two or more residential dwellings, ranging in size from one bedroom to two bedroom.
 - h) Developer will retain ownership throughout the useful life of the project.
 - i) Developer has applied for annexation and will apply for Planned Development Zoning for the 20.017 acres
 - j) The Facility will have on-site management and maintenance during daytime hours with 24 hour on-call service.

- k) The Facility, after annexation, will pay the full assessed amount in property tax per year to the Village which is estimated to be no less than \$7,500.
- l) Local business participation (buy local to the extent possible)
- m) Two full time jobs

Village's obligations as outlined in the Agreement include:

- Annual grant incentive payment of \$930.00 to be paid beginning on May 1, 2016 for 15 years
- Total incentive of \$13,950.00.

FISCAL IMPACT: With a capital investment of \$6,400,000 the annual estimated property tax to the Village is \$11,520. With a \$930 annual incentive payment, the Village will net \$10,590 per year.

ATTACHMENTS:

Proposed Chapter 380 Grant Agreement and exhibits

VILLAGE OF SALADO / JES DEVELOPMENT

CHAPTER 380

ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement ("*Agreement*") is made and entered into by and between JES Dev. Co., Inc., a Missouri corporation qualified to do business in Texas ("*Developer*"), and the VILLAGE OF SALADO, TEXAS, a general law city and municipal corporation ("*Village*").

RECITALS

WHEREAS, the Developer intends to build an affordable senior housing development (the "*Facility*") named Hidden Glen on a 20.017 acre tract of real property located at the intersection of Mary Lane and Vanessa Street, Bell County, Texas, depicted on *Exhibit "A"* attached hereto (the "*Property*"); and

WHEREAS, operation of the Facility is expected to create new jobs and tax value for the Village, and will promote local economic development, support affordable housing, and stimulate business and commercial activity in the Village; and

WHEREAS, the Village has determined that substantial economic benefit, including the generation of additional property taxes, the creation of new opportunities of employment, and support of affordable housing, will accrue to the Village as a result of the Developer's purchase of the Property, the construction of the Facility on the Property, and the development and operation of the Developer's business on the Property; and

WHEREAS, Developer submitted an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2013 Housing Tax Credits for Hidden Glen and was awarded the assistance in an amount of \$514,453; and

WHEREAS, the Facility will consist of the development of 50 units of Age 62 and over Senior Housing; and

WHEREAS, on February 21, 2014 the Village Board of Aldermen passed Resolution No. 093 committing to \$13,950.00 in financial assistance to Developer, such commitment to be \$930.00 annually for a period of 15 years; and

WHEREAS, under Chapter 380 of the Texas Local Government Code, the Village has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the Village; and

WHEREAS, the Village and the Developer want to set forth in this Agreement the terms and conditions of the grant to Developer of certain Village funds as an incentive for Developer's construction and use of the Facility on the Site and in support for the financial assistance required for the TDHCA Tax Credit Program; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Developer commits to using all possible local suppliers of goods and services and will provide the Village with reports of same.

WHEREAS, the Developer accepts the Village's incentive grant in the form of annual payments, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Authority and Condition Precedent

1.1 The Village represents that its execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the Village.

1.2 Developer represents that its execution and performance of this Agreement constitutes a valid and binding obligation of the Developer in the event the Developer proceeds to construct the Facility in the Village. The Village acknowledges that the Developer is acting in reliance upon the Village's performance of its obligations under this Agreement, among other consideration, in making its decision to invest its funds and expand employment in the Village.

1.3 The Developer and the Village agree that all obligations stated in this Agreement shall be contingent upon the Developer's acquisition of fee simple title to the Property.

II. Developer Obligations

2.1 After the Effective Date (defined in **Section 4.1**) and before May 1, 2016, Developer shall begin construction on the Facility on the Property.

2.2 Construction of the Facility will include the following:

- a) 9 buildings with a total of 50 units as per **Exhibit "B" – Site Plan**
- b) Minimum \$6,400,000 capital investment
- c) Gated senior residential community restricted by age to 62+
- d) Amenities including a- community center, , walking / golf cart path with seating,

covered patio, exercise room, residential computer room, garden plots, and covered picnic area.

- e) Parking provided at one space per unit
- f) Masonry construction in a "hill country design" as per **Exhibit "C" – Building Facades**
- g) Each building will contain two or more residential dwellings, ranging in size from one bedroom to two bedroom.

2.3 Creation of New Full Jobs.

- (a) Developer shall create at least two (2) "New Full Time Jobs" by May 1, 2016 for Village residents, and recruit, employ, and maintain at least such number of New Full Time Jobs until the expiration of fifteen (15) years after first creating such number of jobs. For purposes of this Agreement, "New Full-Time Jobs" means full-time jobs created in or relocated to the Village after the construction of the Facility is completed and it is opened for business.
- (b) If Developer does not timely satisfy the job creation provisions for any year as set forth in the preceding **Section 2.3(a)**, Developer shall have a cure period of ninety (90) days after the end of the applicable year to create the requisite number of New Full Time Jobs.
- (c) Developer will not knowingly employ any undocumented worker. Any such employment will be subject to penalties imposed by state and/or federal law.

2.4 Other Obligations.

- a) Developer will retain ownership throughout the useful life of the project.
- b) Developer will petition the Village for annexation of approximately 20.017 acres to Planned Development District within ninety (90) days of the Effective Date of this Agreement. The Village and the Developer hereby approve this Agreement as a valid and legally sufficient request to extend the Village limits (i.e., incorporated municipal boundary) of the Village to cover the Property, and no additional petitions or requests from the Owner are necessary, beyond that included as **Exhibit "D"**. Owner may not withdraw or modify the Petition without the Village's written consent. The Village agrees to apply a zoning classification to the Property that would not cause any then-current structure or the use of the Property to become noncomplying or nonconforming as a result of the classification.
- c) The Facility will have on-site management and maintenance during daytime hours with 24 hour on-call service.
- d) The Facility, after annexation, will pay the full assessed amount in property tax per year to the Village which is estimated to be no less than \$7,500.
- e) Management will ensure that applicants are age 62 or older and will conduct a background check as part of the resident application process.
- f) If Developer does not timely satisfy the Other Obligation provisions as set forth in the preceding Section 2.4(a-e), Developer shall have a cure period of ninety (90) days after the end of the applicable deadline to perform such obligations.

2.5 Local Business Participation. In an effort to further stimulate and positively impact the local economy, Developer shall use commercially reasonable efforts to provide local small businesses an equal opportunity to participate as suppliers for materials and services purchased by Developer exclusively for use at the Facility.

2.6 Compliance with Village Regulations. For the construction of the Facility, or the construction or remodeling of the Facility in the future, Developer will comply with all applicable Village Code regulations.

2.7 Failure to Meet Obligations. In the event that Developer fails to fulfill its obligations under the performance terms above, after receipt of notice and expiration of the cure period described in **Section 4.4** below, the Village may, as its sole and exclusive remedy, terminate this Agreement, whereupon the Village shall not be required to perform, and Developer shall not be entitled to receive any further performance by the Village under this Agreement, provided, however that Developer shall be obligated to pay the Village for any inspection or permitting services by the Village before the termination of this Agreement.

III. Village Obligations

3.1 Economic Development Incentive. In consideration of Developer performance of each of its obligations under this Agreement, the Village will make an annual grant incentive payment of \$930.00 to be paid on May 1 of each year for 15 years beginning on May 1, 2016 and ending on May 1, 2031 with a total incentive being \$13,950.00.

IV. General Terms

4.1 Effective Date and Term. This Agreement shall become enforceable and be effective upon December 11, 2014 (the "**Effective Date**") after approval by the Village Board of Aldermen. Unless this Agreement is terminated earlier in accordance with its terms, Developer obligations to perform under this Agreement shall be completed one year after the Facility has been opened for business. If the construction of the Facility has not been completed by December 1, 2016 then the Village's sole and exclusive remedy shall be to terminate this Agreement. This Agreement shall terminate on the fifteenth anniversary of the date on which Developer meets the requirements specified under Section 2 or May 1, 2031, whichever is earlier.

(a) The payments to be made to Developer or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the Village as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the Village under applicable Texas law, subject to any applicable limitations or procedural requirements.

4.2 Representations and Warranties. The Village represents and warrants to Developer that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the Village that it has the requisite authority to enter into this Agreement.

4.4 Default. Subject to Developer right to cure under **Section 2.3(b) and 2.4(f)**, if either the Village or Developer should default in the performance of any of their respective obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of ninety (90) days after the receipt of said notice to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the Developer defaults on any obligation under this Agreement, the Village's sole and exclusive remedy shall be to terminate this Agreement and receive from Developer reimbursement for all previous payments made.

4.5 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the Village and Developer.

4.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4.7 Assignment. Except as provided below, Developer may not assign all or part of its rights and obligations to a third party without prior written approval of the Village, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, Developer may assign all or part of its rights and obligations without the prior consent of the Village to an affiliate of Developer and to a third party lender advancing funds for the acquisition, construction or operation of Developer's facilities.

4.8 Termination. In the event Developer elects not to proceed with the Project as contemplated by this Agreement, Developer shall notify the Village in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect. Notwithstanding anything herein to the contrary, Developer may terminate this Agreement at any time upon written notice to the Village. In such event, the parties shall have no further rights or obligations hereunder other than those accruing prior to such termination, subject to Developer having to pay the Village for any inspection or permitting services provided to Developer prior to any termination date.

4.9 INDEMNIFICATION. TO THE EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE MAY BE PROVIDED IN THIS AGREEMENT, EACH PARTY SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OTHER PARTY FROM ANY AND ALL LOSS, LIABILITY, CLAIM, LAWSUIT, INJURY, EXPENSE OR DAMAGE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER OCCASIONED BY THE PERFORMANCE OR NONPERFORMANCE BY SUCH INDEMNIFYING PARTY, ITS AGENTS, EMPLOYEES, SERVANTS, OR ASSIGNS, OF ANY COVENANT OR CONDITION OF THIS AGREEMENT OR BY THE NEGLIGENCE, IMPROPER CONDUCT OR INTENTIONAL ACTS OR OMISSIONS OF SUCH INDEMNIFYING PARTY, ITS AGENTS, EMPLOYEES, SERVANTS OR ASSIGNS.

4.10 Notice. Any notice or statement required to be delivered pursuant to this Agreement must be in writing and shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Jim Markel

Phone:

Fax:

VILLAGE:

Village Administrator
301 North Stagecoach Drive
Salado, Texas 76571
Phone: 254-947-5060
Fax: 254-947-5061

Either party may designate a different address at any time upon written notice to the other party.

4.10 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.

4.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of Bell County, Texas.

4.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

4.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

4.15 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The Village, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with Developer or the construction or operation of any portion of the Facility.

4.16 Public and Confidential Information. Information provided by or on behalf of Developer under or pursuant to or in connection with this Agreement (including, but not limited to, the terms of this Agreement and any and all non-public information provided by Developer) shall be maintained as confidential to the extent allowed by law. If Developer's proprietary, financial or trade secret information is requested under the Texas Public Information Act, the Village shall promptly notify Developer of such request and shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such

requests. Other public records and information provided to the Village and its representatives to verify compliance with this Agreement shall be available for public inspection.

4.17 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes.

- Exhibit "A" Description of Property
- Exhibit "B" Site Plan
- Exhibit "C" Building Facades
- Exhibit "D" Annexation Petition Form

4.18 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

EXECUTED by the authorized representatives of the parties on the dates indicated below to be effective as of the Effective Date.

THE VILLAGE OF SALADO

ATTEST:

By: Skip Blancett, Mayor

Randy Stonerod, Village Secretary

JES Dev. Co., Inc.

By: _____

Date: _____

By: Will Markel
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BELL §

Before me, the undersigned authority, on this day personally appeared _____, who after first being by me duly sworn, acknowledged and stated the witness has executed the above and foregoing document for the purposes and consideration therein expressed, and in the Village therein expressed, and with full authority to so act, on this, the _____ day of _____, 2014.

Notary Public in and for the State of Texas
My commission expires: _____

Exhibit "A"

Property Description

Attached is a metes and bounds description of the tract of land to be annexed, and a map or drawing, and when possible a survey, plat number, and street address

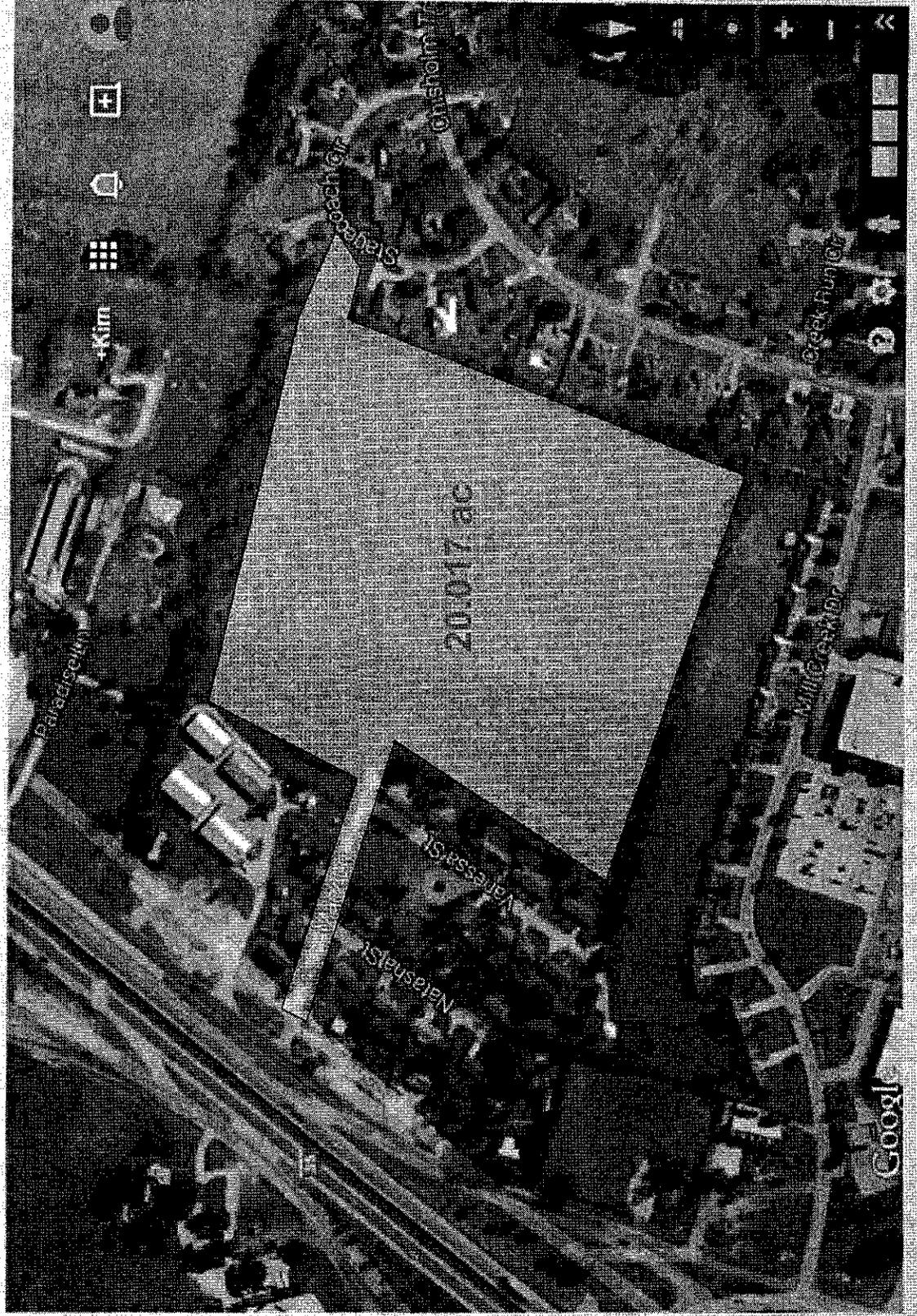
Location Map

Exh "A"

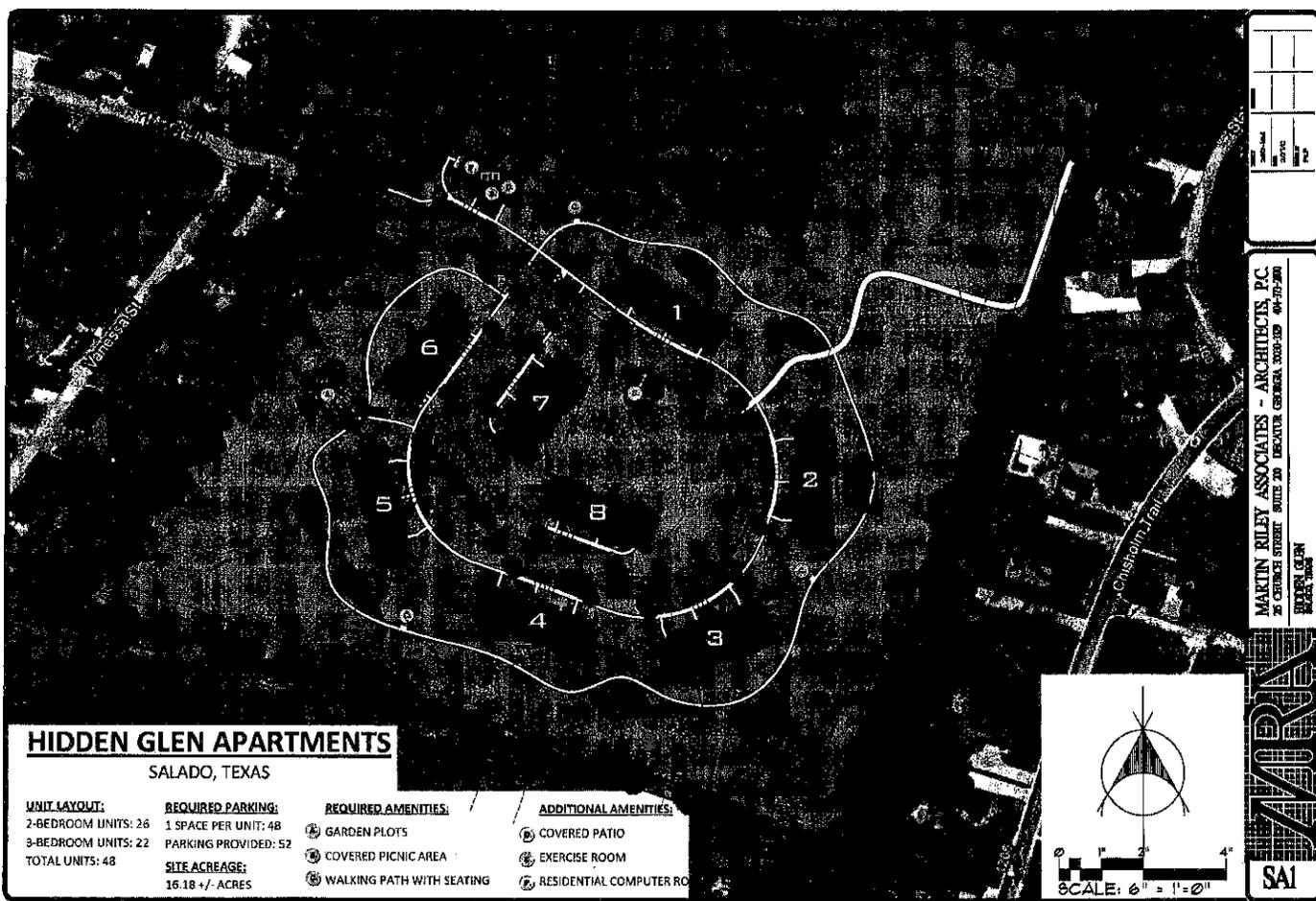


Location Map

Exh "A"



Exh B



NO.	DATE	BY	CHKD.

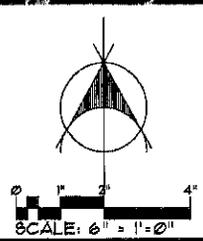
MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
 25 CHEROKEE STREET SUITE 200 DECATUR GEORGIA 30030-2000 404-772-8000
 HIDDEN GLEN
 SALADO, TEXAS

APURA

SAI

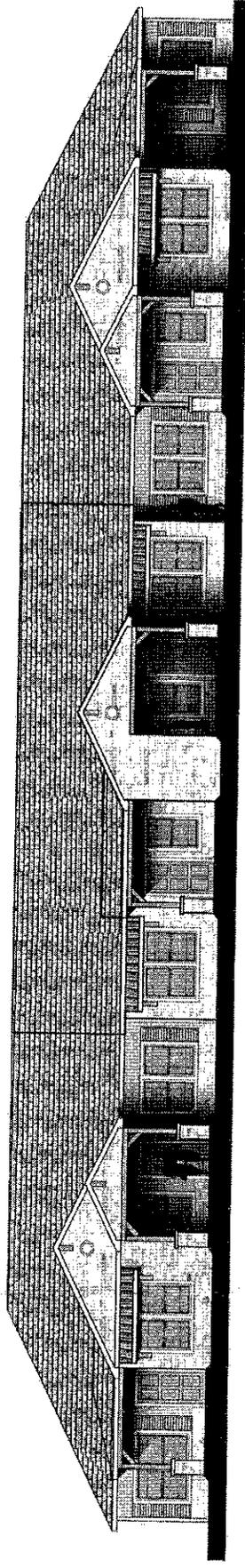
HIDDEN GLEN APARTMENTS
 SALADO, TEXAS

- | | | | |
|---------------------|--------------------------|-----------------------------|------------------------------|
| UNIT LAYOUT: | REQUIRED PARKING: | REQUIRED AMENITIES: | ADDITIONAL AMENITIES: |
| 2-BEDROOM UNITS: 26 | 1 SPACE PER UNIT: 48 | ⓐ GARDEN PLOTS | ⓑ COVERED PATIO |
| 3-BEDROOM UNITS: 22 | PARKING PROVIDED: 52 | ⓒ COVERED PICNIC AREA | ⓓ EXERCISE ROOM |
| TOTAL UNITS: 48 | SITE ACREAGE: | ⓔ WALKING PATH WITH SEATING | ⓕ RESIDENTIAL COMPUTER ROOM |
| | 16.18 +/- ACRES | | |



NOT RELEASED FOR CONSTRUCTION

EXH C



SALADO, TX
JANUARY 28, 2014

FRONT ELEVATION



STATE OF TEXAS

§

COUNTY OF BELL

§

§

PETITION FOR VOLUNTARY ANNEXATION

To the Mayor and Board of Aldermen of the Village of Salado:

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the Village of Salado to extend the present incorporated municipal boundaries (i.e., City limits) so as to include in, and annex as a part of, the Village of Salado, the property described on Exhibit "A", which is attached and incorporated herein for all purposes.

We certify and swear that the tract is:

- 1. one-half mile or less in width; and
- 2. adjacent (i.e., contiguous) to the municipal boundary; and
- 3. the location upon which fewer than three registered voters reside, or is vacant or without residents.

We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract or having an interest in any part thereof.

[Signature]
Name

12-4-14
Date

Name

Date

This instrument was acknowledged before me by Will Markel
on this the 4th day of December, 2014.

ALICE JONES
 Notary Public-Notary Seal
 STATE OF MISSOURI
 Commissioned for Boone County
 My Commission Expires: August 3, 2017
 ID. #13849633

Alice Jones
Notary Public, State of ~~Texas~~ Missouri
My commission expires: 8/3/17

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

12/11/14
Item # 9
Consent Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: Consideration and possible action on an Interlocal Cooperation Agreement with Bell County for the construction of road improvements in the amount of \$60,230; acquisition of rejuvenated cold mix (RAP) in the amount of \$3,441; and pavement striping.

COMMITTEE AND STAFF RECOMMENDATION: The Streets Improvement Committee and staff recommend approval.

ITEM SUMMARY AND ANALYSIS: At the November 6, 2014 Board of Aldermen meeting, the BOA voted to direct staff to prepare an Interlocal Agreement with Bell County to perform seal coating on Royal Street, Baines Street, and Chisholm Trail.

Highlights of the proposed Interlocal Cooperation Agreement include:

- Contract term of 18 months.
- County provides traffic control and insurance.
- County performs seal coat and level up of Royal Street, Baines Street, and Chisholm Trail (labor, equipment, materials, sweeping). Note: the Administrator has received some Alderman feedback that they may want to delay Royal Street until after the new wastewater collection line is complete.
- Work is likely to be performed in the fall of 2015 and concluded in the summer of 2016.
- Village is provided the ability to purchase (optional) up to 100 CY of rejuvenated cold mix (RAP) at \$3,341 for other Village road repair projects. This material may be stockpiled at a County facility.
- Village is responsible for location of and payment for utility adjustments/relocations, if any.
- The engineer's estimate of probable cost for seal coating is \$60,230. The actual cost may vary, depending on material costs at the time the work is performed. The Village will also be billed for reimbursement of contracted services for pavement striping. Note: seal coat charges will be for materials only and do not include any labor costs.

FISCAL IMPACT: Total estimated cost is \$63,571 plus striping costs subject to the stipulations stated above. 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:

Interlocal Cooperation Agreement and supporting materials



County Engineer

P. O. Box 264 • Belton, Texas 76513 • (254) 933-5275 • Fax (254) 933-5276

BRYAN NEAVES, P. E.

November 12, 2014

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

Re: Maintenance of various roads in Salado, Interlocal Agreement

Dear Kim,

I have prepared two copies of an Interlocal Agreement for your consideration. I have outlined the location and estimated cost for the materials and services related to seal coating three streets in Salado. The cost estimates are broken down by each location. The agreement is set for 18 months to allow work to take place in 2016.

A summary of agreement is 1. Seal coat and level up work performed by Bell County on Baines, Royal, and Chisolm Trail, 2. Option for Salado to purchase 100 CY of recycled cold mix material for your street services to use on other locations. Please note that we contract the striping and processing the cold mix. Our cost for the contractor's work will be billed at the same price we are invoiced.

The agreements should be reviewed and signed. You can return them to my office and I will place the item on the County Commissioners Court agenda for approval. The Judge will sign the copies and I will return an original to you for your file.

If you have any questions, you may contact our office.

Respectfully,

Bryan Neaves, P.E.

Bryan Neaves, P.E.

CC: Tim Brown, Pct 2 Commissioner

IN THE COUNTY OF BELL
STATE OF TEXAS

*
* **INTERLOCAL COOPERATION AGREEMENT**
*

I.

WHEREAS, the parties to this agreement believe that it is in the best interest of the public to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of intergovernmental contracting authority at the local level including contracts between counties and other political subdivisions as permitted by the Government Code 791.011; and Vernon's Ann. Tex. Stat.;

WHEREAS, the parties to this agreement believe that efficient utilization of publicly owned property is in the best interest of the public;

THEREFORE BE IT RESOLVED AND AGREED THAT THE Commissioners' Court of Bell County, Texas, and The Village of Salado, Texas who are the parties to this agreement, enter into a contract for the purpose as set out in the next paragraph.

PURPOSE

This agreement is for Seal Coating and furnishing cold mix on various streets located in Salado, Texas. Exhibit "A" shows the location for these projects.

The County will provide labor, equipment, and materials to: 1) place hot mix level course, 2.) distribute asphalt and aggregate for the final surface, and 3.) sweep loose aggregate afterwards.

The Village of Salado, Texas will reimburse Bell County for actual cost of all materials used.

TERMS

This agreement shall be for a term of 18 months beginning from the date of execution by both parties unless either party sends written notice of termination to the other party by certified mail deliverable to Bell County Courthouse in Belton, Texas or unless the stated purpose of this agreement has been completed. Once notice of termination is sent, it shall be effective to terminate this agreement after the expiration of 30 days from the date notice is sent by certified mail.

Bell County will provide traffic control during the seal coat and level up streets shown in the Exhibit "B". These streets are Royal, Baines, and Chisholm Trail. This work will

likely be performed in the fall of 2015 and concluded in the summer of 2016. Bell County will communicate with the Village of Salado to schedule the work to meet the needs of both parties.

The Village of Salado may purchase approximately 100 CY of rejuvenated cold mix (RAP) from Bell County for their use on other projects. The Village of Salado will haul and repair other locations using the cold mix that is stockpiled at the County Road and Bridge Department in Belton. This material may be obtained on a seasonal basis and does not require the County to provide upon demand.

The Village of Salado shall 1) locate and pay for utility adjustments, if necessary, 2) pay for the material cost on the seal coat project, 3.) pay for contract services of pavement marking and processing rejuvenated cold mix materials at Bell County's actual cost, and 4.) Address citizen requests and handle public information releases, if necessary.

MODIFICATION

This agreement constitutes the entire agreement between the parties, and it may be modified only by mutual consent of the parties and changes become effective when stated in writing, approved by the governing bodies of the parties, and executed by the authorized representatives of the County and the Village of Salado, Texas.

FEES

The Village of Salado, Texas agrees to pay the County the actual cost of materials which has been estimated at \$ 60,230 for seal coating performed by Bell County and the optional purchase of cold mix for an additional \$3,341. This estimate is based upon the Engineer's Estimate of Probable Cost shown in Exhibit "B". Actual cost may vary due to supplier unit cost changes or quantity changes during construction. Any modifications to the quantities shall be mutually agreed upon. The payment of said fees shall be by a method as follows: Check made payable to Precinct 2 Maintenance.

INSURANCE

The Bell County Road and Bridge Department agrees that it shall have a valid policy of insurance which will cover any reasonable claim of damages to person or property, such occurrence of damages relating to alleged acts of negligence committed by said party.

INDEMNIFICATION

The Village of Salado, Texas agrees to indemnify and save Bell County from all claims, demands or allegations of damages of any person or persons by the reason of the execution of the terms of this agreement, if such claims, demands or allegations of damages are not the result of negligent acts of Bell County, its employees or authorized agents.

EXECUTION

This agreement having been approved by the Commissioners' Court of Bell County and by The Village of Salado, TX, parties hereby bind themselves to this agreement as evidenced by the authorized signatures below.

Signed and executed this ____ day of ____, 2014

COUNTY OF BELL

STATE OF TEXAS

BY:

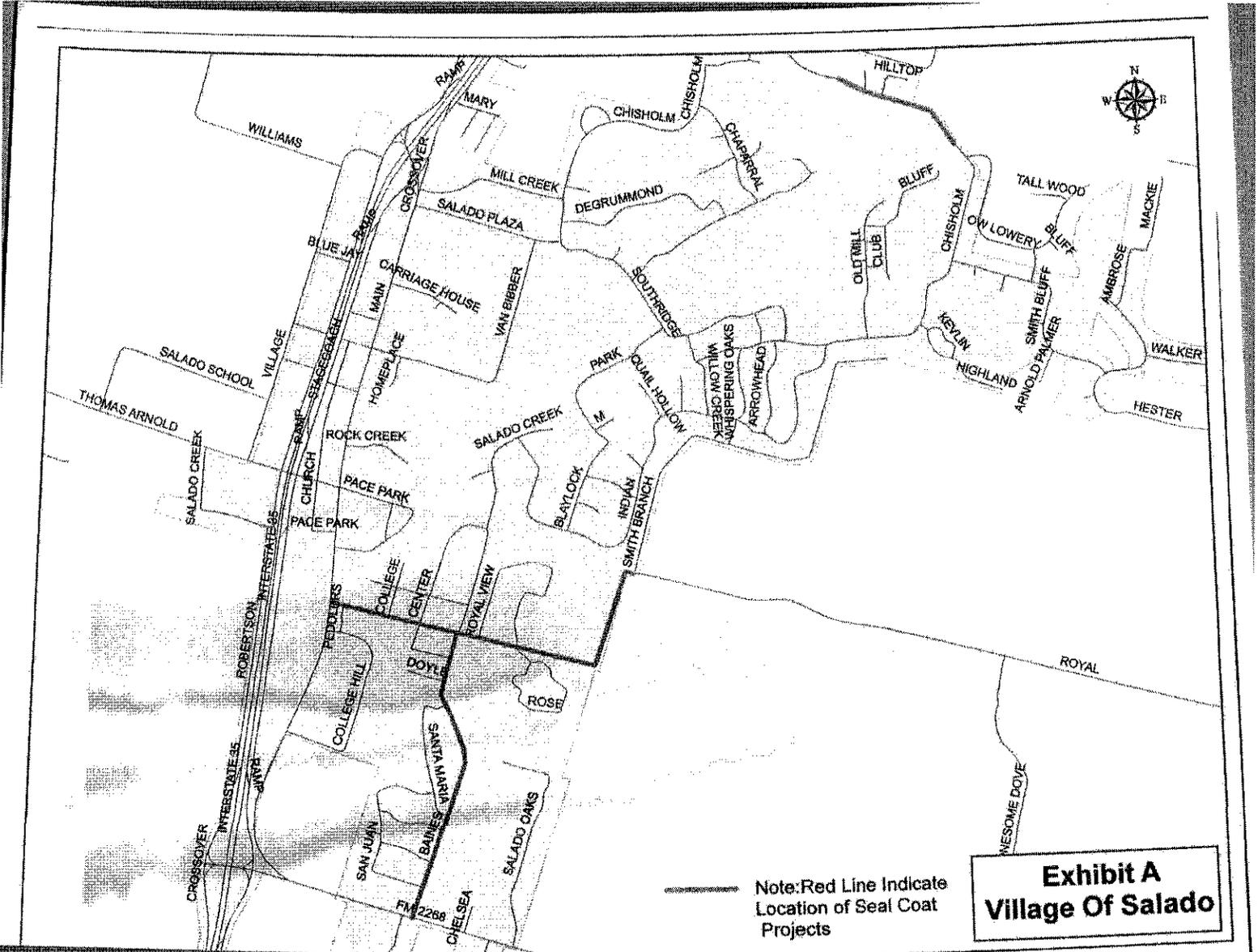
Jon Burrows
County Judge

Mayor of Salado

ATTEST:

Shelley Coston
County Clerk

City Secretary for Salado



————— Note: Red Line Indicate
Location of Seal Coat
Projects

Exhibit A
Village Of Salado

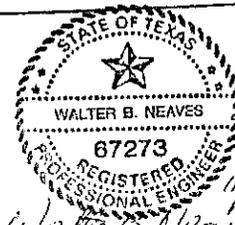
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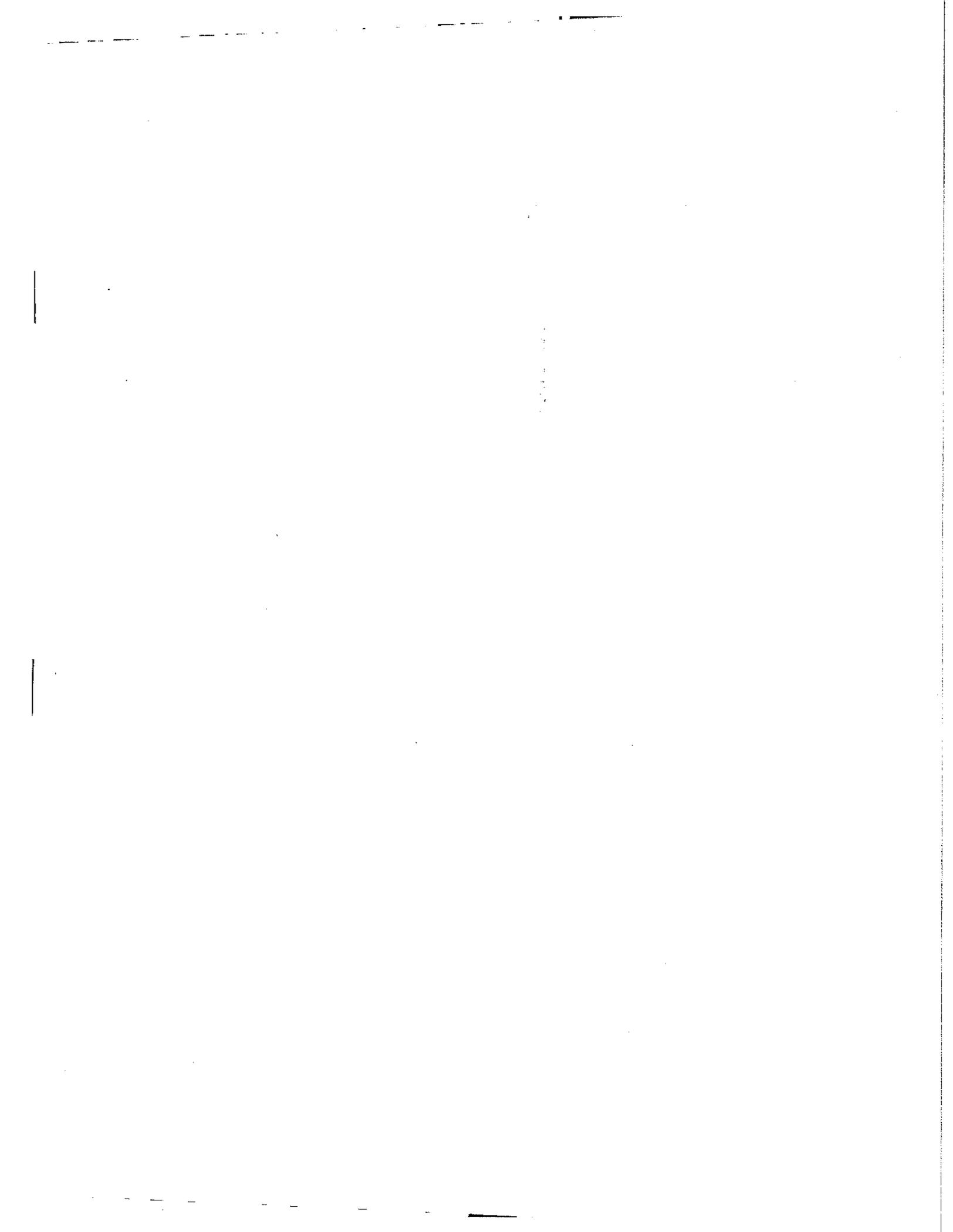
Exhibit B

2015 SEAL COAT PROGRAM INTERLOCAL -CITY OF SALADO -Proposed										
PROJECT NUMBER	ROAD NAME	MILES	WIDTH (FT)	L-4 (CY)	HOT MIX (TON)	EMULS (GALS)	Basis of estimate Asphalt Rate= L-4 to 110 cy		PROJECT LIMITS	
							\$ 55.00	\$ 2.30		
1	Royal	0.88	20	100	150	5320	\$ 5,000.00	\$ 9,750.00	\$ 12,236.00	From FM 2288 to Smith Branch- Approx. 3 days From Royal Street to Fm 2288- Approx. 3 days From north of bridge at O.V. Lowery to north curb and gutter section- Approx. 1 day
2	Baines	0.67	20	80	110	4000	\$ 4,000.00	\$ 7,150.00	\$ 9,200.00	
3	Chisholm Tr	0.48	20	80	0	2700	\$ 3,000.00	\$ -	\$ 6,210.00	
		2.01		240.00	260.00	12020.00	\$ 12,000.00	\$ 18,900.00	\$ 27,846.00	
									\$ 66,546.00	Cost of Materials
									\$ 3,684.00	Cost of Striping Royal (Under Contract with D.I.J.)
									\$ 80,230.00	TOTAL COST

OPTIONAL PURCHASE OF REJUVINATED COLD MIX (RAP)						
ITEM	DESCRIPTION	UNIT	QUANTITY	Unit Cost	\$	COMMENTS
347	Cold Mix	CY	100		\$ 3,441.00	Cold Mix is under contract with Cleveland Asphalt to produce rejuvenated cold mix from previously stored RAP (reclaimed asphalt pavement). Bell County's contract is \$24.50/Ton and the converted unit price per yard of finished materials is \$34.41/cy.
					\$ 3,441.00	
					\$ 3,441.00	Cost of Rejuvenation (by contract)
					\$ 3,441.00	TOTAL COST



11/12/14
Walter B. Neaves, PE





**CERTIFIED AGENDA
Executive Session
Village of Salado Board of Aldermen
Thursday, December 11, 2014**

I, Skip Blancett, Mayor, Village of Salado, Texas hereby certify as follows:

The Village of Salado Board of Aldermen convened in Closed/Executive Session at _____ P.M., on the 11th day of December, 2014, after first convening in open meeting for which notice had been posted as required by law, a quorum being present, during which open meeting the presiding officer thereof publicly announced this Closed/Executive Session and identified the purpose therefore as authorized under the Texas Open Meetings Act (Texas Government Code, Chapter 551) the following matter(s) thereon, was subject of deliberation during such Closed/Executive Session:

SUBJECT MATTER

- 10. Deliberations regarding the proposed Sanctuary Development and related economic development incentives, as authorized by Texas Government Code, Sections 551.072 & 552.087.
- 11. Deliberations regarding appointment of an associate judge, as authorized by Texas Government Code Section 551.074.
- 12. Consultation with Village Attorney regarding legal considerations involving comprehensive plan updates, strategic planning for the extraterritorial jurisdiction, and capital improvement plan.

ALDERMEN AND STAFF PRESENT:

The Closed/Executive Session ended at _____ P.M. on the 11th day of December, 2014.

APPROVED:

Skip Blancett, Mayor

ATTEST:

Randy A. Stonerod
Village Secretary

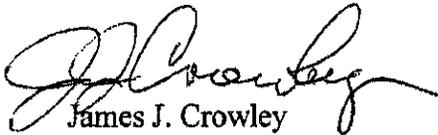
October 26, 2014

Donald Engleking
Judge
Municipal Court
Salado, TX 76571

Dear Judge:

Please accept this letter as my request to be considered for the position of associate judge. I have also enclosed a copy of my resume for your review.

Thank you for your consideration. If you need additional information, please do not hesitate to contact me by calling my cell phone number 254-624-6038



James J. Crowley
3901 Chisholm Trail #4
Salado, TX 76571

Enclosure

James J. Crowley
3901 Chisholm Trail #4
Salado, TX 76571
Telephone 254-624-6038 (cell)
E-mail: Jaynlin@att.net

Qualifications

Over 38 years Federal criminal investigative and management experience with the U. S. Postal Inspection Service; the Office of Inspector General, U. S. Department of Agriculture (USDA); and the Special Inspector General for Iraq Reconstruction (SIGIR), conducting and supervising the conduct of criminal investigations targeting financial crimes; procurement and contract fraud; money laundering and food stamp trafficking; mail fraud; mail theft; bribery; embezzlement; public integrity; narcotics; prohibited mailings (bombs, etc.); robberies; burglaries; workplace violence; altering and counterfeiting U. S. Treasury checks and U. S. Postal Money Orders; forgery; other crimes against programs and operations of the U. S. Postal Service and USDA; and conducted personnel background investigations. I have over 23 years supervisory, management, and senior management experience occupying positions of Assistant Special Agent-in-Charge, Special Agent-in-Charge, and Deputy Assistant Inspector General for Investigations.

Work History

October 1, 2014 to Present:

Self Employed Independent Contractor:

I conduct background/security clearance investigations for the U. S. Office of Personnel Management on an as needed basis.

April 1, 2012 to October 1, 2013:

Deputy Assistant Inspector General for Investigations, Special Inspector General for Iraq Reconstruction (SIGIR)(Agency closed on October 5, 2013):

As a senior manager for SIGIR, Investigations, I planned, directed, and supervised all criminal investigations for SIGIR as they related to bribery, kickbacks, and contract fraud related to United States funds devoted to Iraq reconstruction. Additionally, I routinely briefed the Inspector General regarding all facets of the SIGIR investigative directorate. In this role, I coordinated with all partnering law enforcement agencies and prosecutors devoted to the contingency operation in Iraq. I also was required to perform law enforcement duties (make arrests, execute search warrants, and carry a firearm). I also carried a top secret clearance.

March 1, 2008 to March 31, 2012:

Special Agent-in-Charge, Western Region, Special Inspector General for Iraq Reconstruction (SIGIR), Austin, TX

I was responsible for the investigative program for all areas west of the Mississippi river in the United States. I planned, directed, conducted, and supervised all criminal investigations as they related to bribery, kickbacks, and contract fraud related to United States funds devoted to Iraq reconstruction. Additionally, I coordinated with all partnering agencies (U. S. Army CID MPFU, Defense Criminal Investigative Service, FBI, IRS, and ICE) to ensure all investigative avenues were covered. I coordinated investigations with Federal prosecutors and performed law enforcement duties (carry firearm, execute search warrants, and make arrests). I also carried a top secret clearance.

October 30, 2004 to February 2008:

Self-Employed Contractor: Credentialed (11/12/04) by U. S. Office of Personnel Management (OPM) to conduct background investigations. Also, I was credentialed by the Department of Defense and Department of Homeland Security (Immigration and Customs). I conducted background investigations for OPM, National Security Agency, Department of Defense, and Department of Homeland Security from November 2004 to January 2008. I worked as an independent contractor for Kroll, MSM, SATECH, and ADC, Ltd. During this period, I had a top secret clearance.

March 1999 to September 30, 2004 (Mandatory Retirement):

Special Agent-in-Charge, Southwest Region, Office of Inspector General, U. S. Department of Agriculture (USDA), Temple, TX

I was responsible for the investigative program of a seven-state area (AZ, NM, OK, TX, LA, AR, and MS) within the southwest region of the United States. I planned, directed, and supervised the performance of all criminal investigative and law enforcement activities relating to the USDA programs and operations within the southwest region. Additionally, I assured the coordination and level of performance necessary to satisfy legal and/or administrative actions or resolve unfounded allegations. I also directed and coordinated the preparation and release of investigative reports addressed to agency heads, prosecutors, and varying levels of agency management. I represented the Inspector General and the Assistant Inspector General for Investigations, USDA, in relationships with USDA officials, other governmental agencies (federal, state, and local) and the public in the interest of advancing the objectives of USDA. I also had oversight responsibility for the law enforcement operations of the U. S. Forest Service, Law Enforcement Division and for the compliance and enforcement activities of other USDA regulatory agencies within the southwest region. I routinely met with U. S. Attorneys (15 separate districts) within the southwest region to ensure that USDA cases were prosecuted appropriately. Performed law enforcement duties (carried firearms and supervised execution of search and arrest warrants).

December 1987 to April 1999:

Assistant Special Agent-in-Charge/Supervisory Special Agent, Southwest Region, Office of Inspector General (OIG), USDA, Temple, TX

Provided direct supervision to 8-12 special agents. Managed an investigative caseload within a specific geographic area of the southwest region of OIG-USDA to ensure that all criminal investigations were conducted in a timely and comprehensive manner with positive results. Planned, directed, coordinated, and formulated regional policies, objectives, plans, and standards within the framework of relevant legislation, regulations, and agency policies. Regularly communicated with prosecutors (federal, state, and local), law enforcement agencies, and agency managers in federal, state, and local organizations to maintain liaison and measure the effectiveness of our investigative efforts. Additionally, I worked with special agents conducting extensive record reviews, interviews, and law enforcement functions to successfully complete large complex financial investigations involving program fraud, contract and procurement fraud, etc.

September 1980 until November 1987:

Special Agent, Southwest Region, OIG-USDA, Houston, TX

Conducted a variety of criminal investigations involving violations of laws, rules, and regulations pertaining to USDA programs primarily in southeast Texas and Louisiana. The majority of investigations were complex white-collar type investigations involving contract and procurement fraud, mail fraud, false statements, false claims, food stamp trafficking, narcotics, embezzlement, bribery, meat violations, and public integrity. Also, performed in an undercover capacity. These investigations required excellent knowledge of criminal procedures, extensive record reviews, surveillances, the performance of law enforcement functions, and the ability to work independently. Regularly worked with prosecutors (federal, state, and local) to ensure all investigations were adjudicated appropriately.

August 1971 until August 1980:

Postal Inspector, U. S. Postal Inspection Service, Fort Worth and Houston, TX

Conducted criminal investigations for postal-related offenses involving contract and procurement fraud, mail fraud, external and internal mail theft, embezzlement, forgery, burglary, robbery and public integrity. Additionally, performed audits of postal revenues and service. Acted as coordinator with the U. S. Postal Security Force in Houston, TX with oversight responsibility. I routinely met with Assistant U. S. Attorneys and local prosecutors to ensure appropriate prosecution of cases presented. The investigations conducted required extensive record reviews, excellent knowledge of criminal procedures, the ability to perform law enforcement functions, and the ability to work independently.

Security Clearance

Top Secret Clearance (SCI) - Current

Education

1966 through 1970 BS-Accounting, Boston College, Newton, MA



**MEETING OF THE
SALADO BOARD OF ALDERMEN
MUNICIPAL BUILDING - 301 NORTH STAGECOACH
BOARD OF ALDERMAN CHAMBERS
THURSDAY, DECEMBER 11, 2014**

WORKSHOP AGENDA – IMMEDIATELY FOLLOWING REGULAR AGENDA

1. Discuss Salamander Conservation Zone Ordinance
2. Discuss donation of a playground shelter by the Rotary Club
3. Discuss possible renovations of a city owned building on Stagecoach Drive to house the police department
4. Discuss possible renovations to the municipal building at 301 N. Stagecoach Drive
5. Discuss wayfinding signs and kiosk

Workshop

Item 1

12/11/2014

Ordinance No. ____
Village of Salado
County of Bell
State of Texas

SALADO SALAMANDER CONSERVATION ZONE ORDINANCE

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, ADOPTING REGULATIONS TO PROTECT THE SURFACE HABITAT OF THE SALADO SPRINGS SALAMANDER AND ESTABLISHING CERTAIN LAND USES IN THE CONSERVATION ZONE; PROVIDING FOR ENFORCEMENT, INCLUDING CIVIL PENALTIES NOT TO EXCEED \$200.00 PER OFFENSE; FINDINGS OF FACT; ENACTMENT; SEVERABILITY; REPEALER, CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the U.S. Fish and Wildlife Service designated the Salado Springs Salamander (*Eurycea chisholmensis*) as a threatened species; and

WHEREAS, the Village of Salado ("Village"), seeks to protect the surface habitat of the Salado Springs Salamander within the Village limits of the Village of Salado ("Village"); and

WHEREAS, the Village finds that land use regulations to permit and prohibit certain uses in or near the salamander's habitat are necessary to protect the salamander; and

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

WHEREAS, pursuant to Chapter 51 of the Texas Local Government Code, and the Village's inherent police powers, the Board of Aldermen finds it to be reasonable and necessary to adopt regulations providing for the welfare of the municipality.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

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

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

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

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

THE VILLAGE OF SALADO, TEXAS:

by: _____
Mayor Skip Blancett

ATTEST:

Randy A. Stoneroad, Village Secretary

I. Intent and Purpose. It is the intent of this ordinance to help protect the surface habitat of the Salado Springs Salamander (*Eurycea chisholmensis*) within the Village limits of Salado by designating a land use regulation near the springs which feed into the creek and are the natural habitat of the species.

The purpose of this ordinance is to designate a conservation zone around the salamanders' known surface habitat within the Village of Salado, and to provide land use regulation therein in order to protect the surface aquatic habitat of the Salado Springs Salamander, and to complement existing state, local, and municipal initiatives.

II. Definitions.

Animals. This is defined as domesticated pets within 10 feet of the conservation zone. It does not include wildlife or stray animals. Stray animals will be removed and impounded at a local stray animal facility.

Conservation Zone. This is defined as a unique location that receives protection due to its ecological or natural value. The length of the conservation zone shall be located along the Salado Creek, bound by the Interstate 35 (I-35) access road bridge to the west, and the eastern boundary of Pace Park to the east. The width of the conservation zone is ten (10) meters outside the ordinary high water mark of the Salado Creek. Other areas protected by this ordinance shall be the area within 300 meters of spring sites that are known to be connected to, or directly recharge, the Salado Creek.

Disturbing, Defacing, and/ or Destroying. This is defined as any activity that would be considered destructive to any Flora and/or Fauna within the Conservation Zone. Examples could be, but not limited to: (a) Cutting, harvesting and/or uprooting any vegetation either on land area or aquatic; (b) Disturbing, harassing, injuring or killing any animal life either on the land area or aquatic; or (c) the movement and/or removal of any rocks, gravel or other non-organic material from the Conservation Zone. This does not include projects that may be required to stabilize or improve habitat for the species. Any removal of material or vegetation must be coordinated with, and approved by, the Village of Salado.

Fauna. This is defined as any animal life, either on land or aquatic. This includes native, exotic, invasive, and harmful species. Determination of the value of the species to the environment will be decided by the Village of Salado, or its designated representative.

Flora. This is defined as any plant life, either on land area or aquatic. This includes native, exotic, invasive, and harmful species. Determination of the value of the species to the environment will be decided by the Village of Salado, or its designated representative.

III. Establishment of a Conservation Zone. The length of the Conservation Zone shall be located along the Salado Creek, bound by the Interstate 35 (I-35) access road bridge to the west, and the eastern boundary of Pace Park to the east. The width of the conservation zone is ten (10) meters outside the ordinary high water mark of the Salado Creek. Other areas protected by this ordinance shall be spring sites that are known to be connected to, or directly recharge, the Salado Creek. Signage (defined in section 1.2) will indicate the boundaries of the conservation zone. A map is also attached to this ordinance as *Attachment "B"*. However, lack of signage does not absolve patrons to the adherence of this ordinance.

Signage designating the conservation zone area will be placed at, or near spring openings, conservation zone limits, and other areas deemed relevant with input from Texas Parks and Wildlife Department (TPWD), U.S. Fish and Wildlife Service (USFWS) and other entities as determined by the Village of Salado Board of Aldermen. Signs shall be 18 inches by 18 inches square and placed on vertical poles at a height of 5 feet. Signs shall read **"CONSERVATION ZONE. Up to \$200 fine for disturbing, defacing and/or destroying any plants or wildlife in this area. No swimming or entering the creek. No pets allowed in the creek. No dumping. By Village Ordinance"**

IV. Permitted Activities within the Conservation Zone. The following activities are allowed to occur within the conservation zone of Salado Creek, unless it is determined by law enforcement or the Code Enforcement Officer, Village of Salado employees or Texas Commission on Environmental Quality (TCEQ) that such activities pose an immediate, long-term, or cumulative risk to the Salado Springs Salamander or its habitat.

a. Permitted construction activities are governed by the Texas Commission on Environmental Quality Construction General Permit for Construction Activities (General Permit Number TXR0150000), the National Flood Insurance Act of 1968, National Flood Insurance Reform Act of 1994, and 44 Code of Federal Regulations 60 along with the Texas Statutes - Article 8280-13 (also known as the Flood Control and Insurance Act).

b. Passive open space uses shall be permitted to occur along the banks of the Salado Creek above the ordinary high water mark, within the conservation zone, provided flora is preserved and is not disturbed or removed. This includes recreational activities such as fishing, hiking, picnicking, and other similar activities.

c. Crossings by roads, recreational trails, stormwater lines, sanitary sewer lines, water lines, public utility transmission lines are permitted, provided that the land disturbance is the minimum required to accomplish the permitted use, subject to the approval of the Code Enforcement Officer, Board of Aldermen, their designated representatives, or any applicable federal, state, or local permits.

d. Construction activities, as defined in **Section VI. Performance Standards for Construction in Conservation Zone.** Existing structures are exempt from these new standards, but additions to said existing structures must comply with the new standard.

e. Any activities that may result in the harm or take of the Salado Springs Salamander must be permitted under state and federal law. The responsible party must coordinate directly with US Fish and Wildlife Service to determine if a Research/Recovery Permit, Incidental Take Permit, or Enhancement of Survival Permit is required. The website is www.fws.gov.

V. Prohibited Activities within the Conservation Zone. The following activities are not allowed within the established conservation zone of Salado Creek:

- a. Swimming, wading, or other human entrance into the Salado Creek within the conservation zone, unless permitted by the U.S. Fish and Wildlife Service.
- b. Allowing animals to enter the creek within the conservation zone. All pets outside of the creek must be on a leash or in direct control of responsible person within the conservation zone. Pet droppings must be picked up and removed by the person accompanying the pet (owner, guardian, custodian, dog walker, etc.) upon leaving the area. Any domestic animal running loose within the conservation zone shall be subject to capture and impoundment by Village officials.
- c. Harvesting or movement of creek rock, soil, or other materials within the streambed, unless it is determined by Village officials that this is in the best interest of the species.
- d. Harvesting or cutting of any vegetation within the conservation zone, whether for consumption or other uses, unless it is determined by Village officials that this is in the best interest of the species.
- e. Storage, use, or discharge of chemicals, including, but not limited to, pesticides, herbicides, or fertilizers, that is in excess of prescribed industry standards located on the product label.
- f. Creation of dams, impoundments, or any other structure that obstructs spring or stream flow.

VI. Performance Standards for Construction in and Near the Conservation Zone.

- a. All encroachment or construction activities within 100 meters of the ordinary high water mark of Salado Creek, or springs that are known to be connected to, adjacent to, or recharge the Salado Creek, is prohibited. Special construction activities, or temporary structures, may be permitted, by exception, by submitting a construction permit with a detailed explanation of the project and its necessity to be constructed within the prohibited area.
- b. All new major and minor construction site plans within 300 meters of springs should be designed to limit excessive runoff into the Salado Creek, especially during the construction period. For construction over one acre, an Erosion and Sediment Control Plan must be included in the site construction plan. These plans must provide for vegetation or revegetation of any portions of the construction area that are disturbed, and provide pre- and post-runoff calculations. Said vegetation shall be comprised of native and non-invasive tree and plant species.

VII. Enforcement. A prompt investigation shall be made by the Village of Salado of any person or entity believed to be in violation of this ordinance. Upon determining a violation has occurred, or upon witnessing a violation of any part of this ordinance, any Village official shall be authorized to issue a citation against said violator. Violator will be required to appear before the Salado Municipal Court Judge for determination of the severity of violation and amount of fine to be assessed. The fine shall not exceed \$200.00, per person, per occurrence. Each day the violation occurs shall be deemed a separate offense.

Workshop

Item 2

12/11/2014

Centerline Welding
 Curtis Howard
 8324 FM 2484
 Salado, Texas 76571
 254-899-5338

Proposal

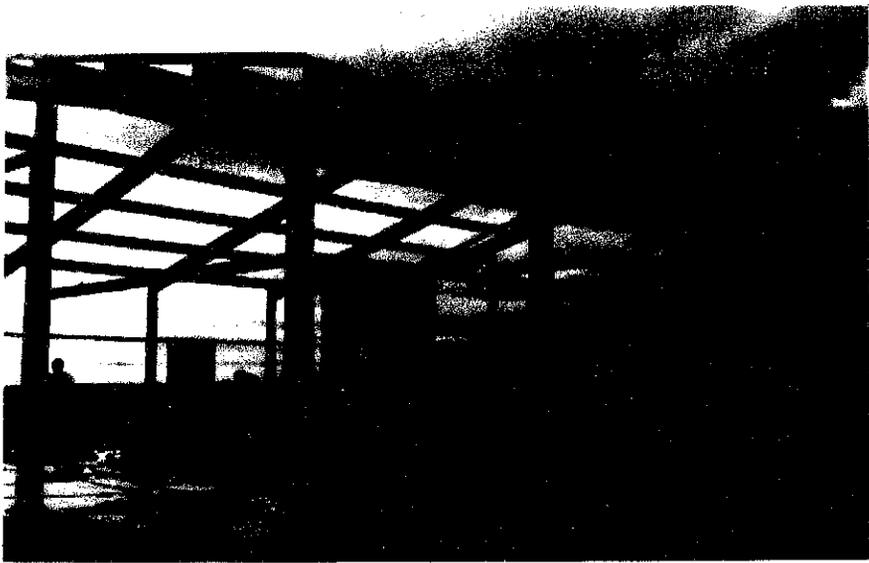
DATE	PROPSAL #
11/4/2014	1300

BILL TO
Rotary Club of Salado

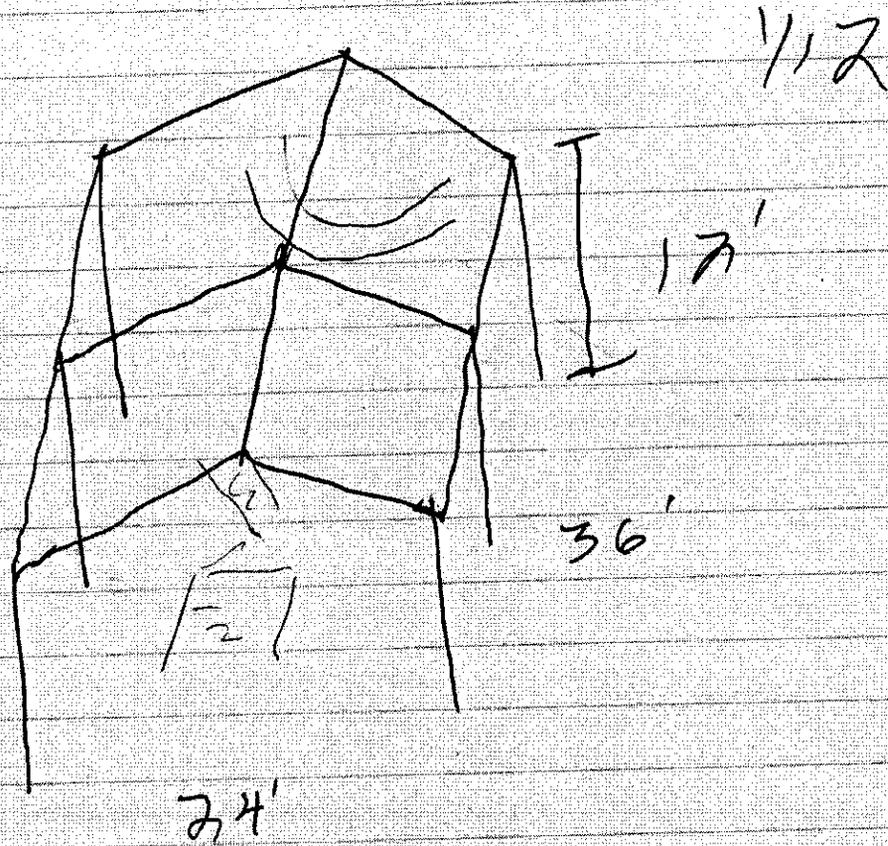
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Materials	Project: Pace Park Playground Canopy Provide materials, labor, equipment, and erection of steel cover over primary playground structures	1		0.00
	Materials: Columns, 4" Schedule 40 I Beam Trusses, W8 x 10 Purlins, 6" 40 year metal color roof panels, 28 gauge			7,000.00
	All welds cleaned and entire structure primed.			0.00
	**Preparation of site not included			0.00
		Subtotal		7,000.00
		0% Tax		
		Total		7,000.00



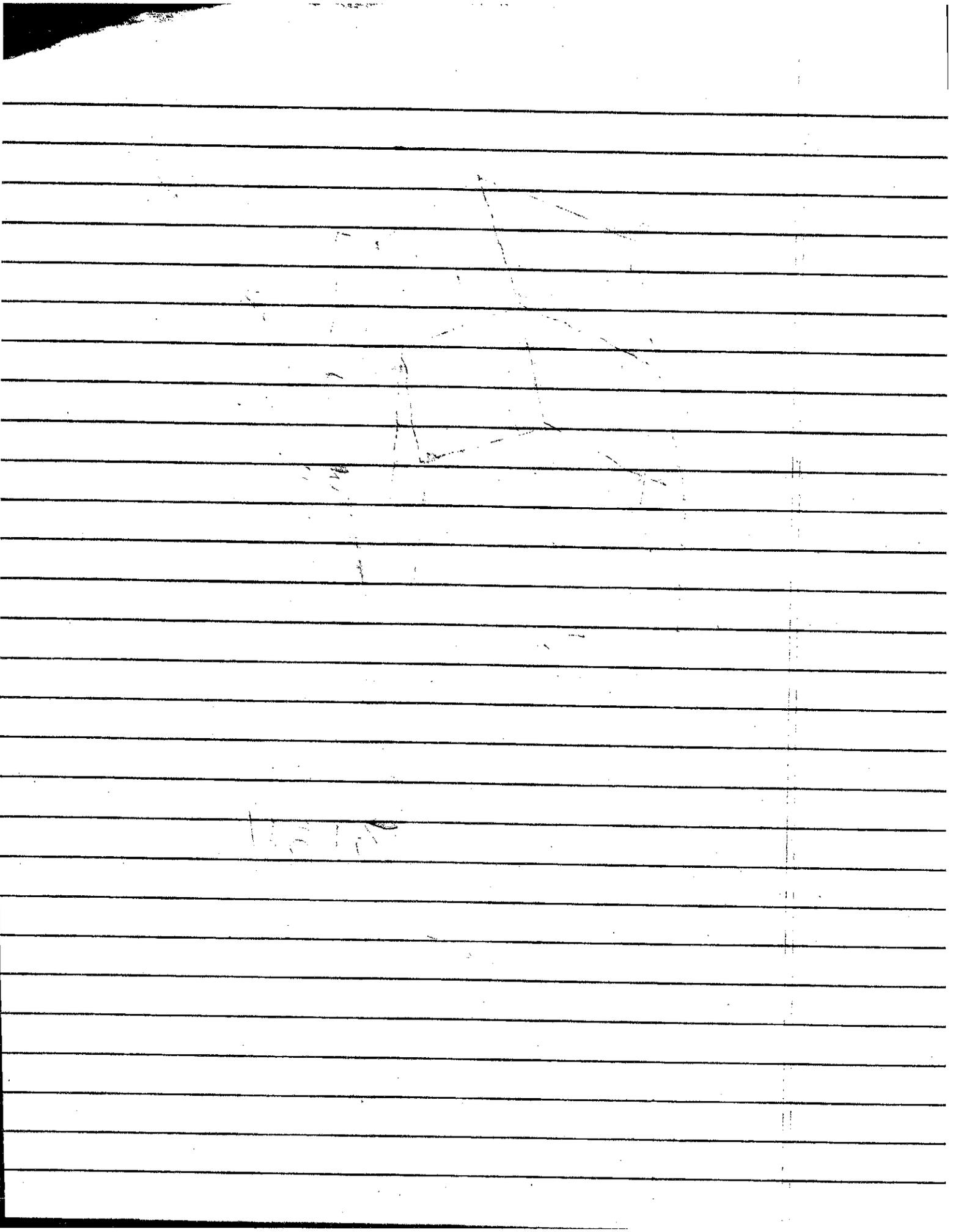
Columns 4" schedule 40
I Beam W8X10
Purlins 6 inch
Colored Roof ^{40YR Roof}
_{28GA.}
~~Painted~~ structure
~~\$~~ 7000.00







3184



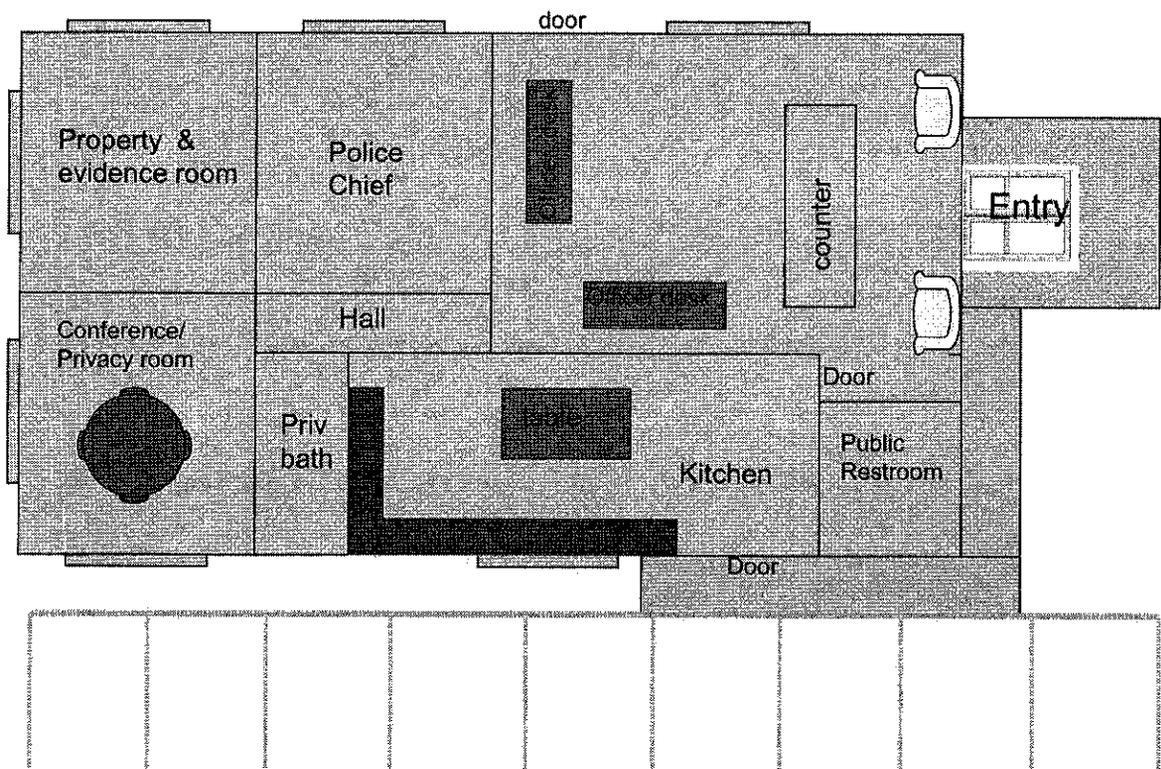
Workshop

Item 3

12/11/2014

Proposed Police Department Building Layout

Not to Scale



Police Department Facility Renovations

Throughout

- Paint throughout - \$500
- Laminate wood floors everywhere except bathrooms (1600 s.f.) \$3500
- 6 white panel doors – either arch with beadboard look or old time panel – \$1000
- 5 ceiling fans (3 bedrooms, 2 living area) - \$500
- Repair trim, walls, cracks etc. \$400

Kitchen

- WilsonArt Formica kitchen counters - \$250
- Tile backsplash - \$250
- Kitchen knobs - \$80
- Kitchen sink - \$200
- Kitchen faucet - \$150
- Refrigerator - \$400
- Cabinets trim & paint - \$40

Bathroom

- Move bedroom flush light fixture to bathroom \$5
- Bathroom #2 light - \$25
- Paint bathroom #2 cabinets - \$20
- Bathroom faucet - \$80
- Cabinet knobs - \$15
- Bath vanity \$125

Entry

- Exterior doors (French double) - \$800
- Entry counter/bar (Formica top) - \$600
- Trim with rosettes around living room/entry windows - \$200

Property Room: Security

Exterior:

- Paint outside trim \$40
- Landscaping \$200

Furniture and fixtures:

- Entry chairs (2) - \$300
- Move over existing furniture; use existing armoire for forms & supplies
- Shower curtain - \$20
- Conference room/interview room chairs (3) - \$450

Technology:

Router, repeater, wiring, NAS Storage Box, copier - \$3,500

TOTAL: \$14,000

Workshop

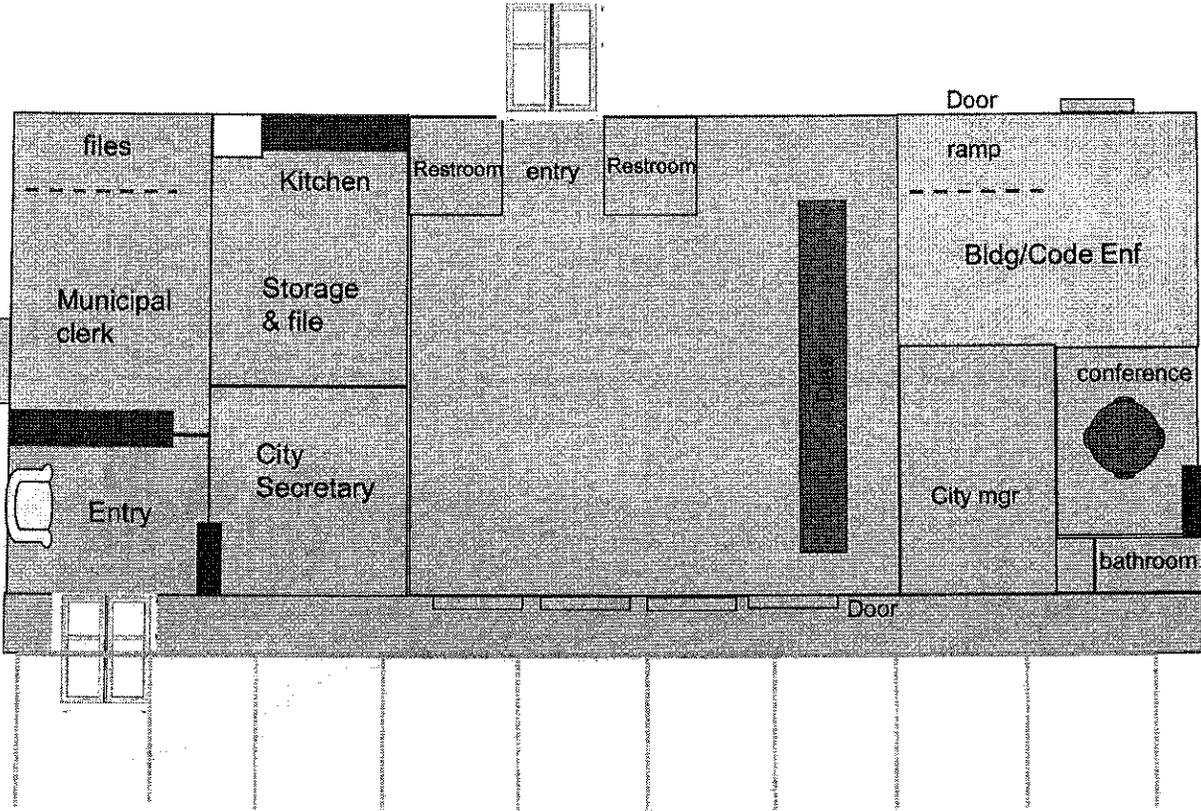
Item 4

12/11/2014

|

Proposed Municipal Building Layout

Not to Scale



Municipal Building Renovations

Throughout

- Paint throughout - \$500
- Carpet cleaning - \$300
- Window trim - \$400

Entry

- Laminate wood floors (100 s.f.) - \$250
- Door trim & chair rail- \$150
- Butler door & counter \$200
- Light fixtures \$150

City Secretary/Hall

- Laminate wood floors (140 s.f.) - \$320
- Light fixture \$150
- Repair desk \$20

Council Chambers

- 6 ceiling fans - \$600
- Dias & podium trim \$400
- Wall lights \$300
- Presentation screens \$2000 (\$1,000 from muni crt tech fund)

Kitchen & Storage

- Re-wiring and encasement \$300

Conference Room:

- Lighting - \$150
- Paint & trim cabinets - \$220
- Faucet - \$125
- Cabinet knobs - \$25
- Sink \$125
- Counter - \$75
- Double door - \$400

Code Enforcement Room: n/a

City Manager Office: \$50

Exterior:

- Paint outside trim \$40
- Paint entry door maroon/red \$20

Furniture and fixtures:

- Entry chair - \$140
- Entry brochure & business card rack/furniture \$250

- Conference table chair for Chambers - \$200
- Office chairs (2) \$360
- Desk unit - \$1200
- Conference table for conference room - \$350
- Conference room chairs (4) - \$500

TOTAL: \$9,300

Workshop

Item 5

12/11/2014

No items