



**MEETING OF THE  
SALADO BOARD OF ALDERMEN  
AND ZONING BOARD OF ADJUSTMENT  
MUNICIPAL BUILDING - 301 NORTH STAGECOACH  
BOARD OF ALDERMAN CHAMBERS  
THURSDAY, FEBRUARY 19, 2015  
WORKSHOP AGENDA  
- IMMEDIATELY FOLLOWING REGULAR AGENDA**

1. Discuss the request by Bell County Commissioner to support a Bell County Exposition Center Hotel Occupancy Tax
2. Discuss naming the Salado Municipal Building
3. Discuss environmental concerns inside and outside the Salado ETJ

**REGULAR MEETING AGENDA  
SALADO BOARD OF ALDERMAN  
AND ZONING BOARD OF ADJUSTMENT**

**THURSDAY, FEBRUARY 19, 2015 6:30 P.M.  
MUNICIPAL BUILDING  
301 NORTH STAGECOACH, SALADO TX  
BOARD OF ALDERMAN CHAMBERS**

**I. CALL TO ORDER**

1. Invocation / Moment of Silence
2. Pledge of Allegiance, Texas Pledge of Allegiance

("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: Review of Election Dates

Feb 27 – Last day to file an application for a place on the ballot (by 5:00 p.m.)

Feb 27 – Drawing for order of names on ballot (5:01 p.m.) – See note

Apr 9 – Last Day to register to vote

Apr 27 – First Day for Early Voting in Person

May 5 – Last Day for Early Voting in Person

May 9 – Election Day 7:00 a.m. – 7:00 p.m.

Location for Voting will be the Salado Civic Center, 601 North Main Street

Note – The drawing for order of names has been changed from what was previously posted on the bulletin board and included in candidate packets. It was moved from March 6<sup>th</sup> to February 27<sup>th</sup> in order to meet the legal deadline to submit candidate names to Bell County no later than March 2<sup>nd</sup>.

Aldermen Updates:

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

### **III. PROCLAMATIONS** – n/a

### **IV. PUBLIC COMMENTS**

3. Citizens who desire to address the Board of Alderman on any matter may sign up to do so prior to this meeting. Public comments on issues not listed on the agenda will be received during this portion of the meeting. Comments related to items on the agenda will be received during consideration of the individual agenda item. Please limit comments to 3 minutes. No discussion or final action will be taken by the Board of Alderman.

### **V. CONSENT AGENDA**

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

4. Consider approving the Consent Agenda items:
  - (A) Minutes, Regular Meeting February 5, 2015
  - (B) Consider approval of Joint Resolution R-2015-111 calling for a Joint Election on May 9, 2015 with the Salado Independent School District (ISD) Board of Trustees and the Salado Public Library District for the Elections
  - (C) Consider approving an Order of Election for the Village of Salado for May 9, 2015
  - (D) Consider authorizing an award of bid to Rodney Schoolcraft dba Rodney's Roofing for roof replacement in an amount of \$10,920.00
  - (E) Consider approving a Memorandum of Agreement with Texas A&M University, Texas Target Communities (TTC) Program to provide planning services for Main Street in the amount of \$7,003.11
  - (F) Consider approving an Engagement Letter between the Village of Salado and Donald L. Allman, CPA, PC for the Annual Audit for the year ending September 30, 2014 for an amount not to exceed \$7,500.00
  - (G) Consider a contract for fire protection and emergency services with the Salado Volunteer Fire Department in an amount of \$36,000.00
  - (H) Consider 1) ratifying an Agreement for Control of Animal Damage with the United States Department of Agriculture - Animal and Plant Health Inspection Service in cooperation with Texas Wildlife Services; and 2) authorizing an exemption from Section 4 of Ordinance No. 2008.23 Fireworks, Restrictions on the Sale, Use and Possession or Discharge of Fireworks, to allow discharge of fireworks for the purpose of mitigating the buzzard problem

### **VI. REGULAR AGENDA**

**Resolutions – n/a**

**Public Hearings / Ordinances**

5. Hold a public hearing and consider adopting an ordinance authorizing amendment to Zoning Ordinance 2013.08, Section 2.4.C.1., Application and Appendix C, Zoning Fee Schedule, amending Zoning Fees.
6. Hold a public hearing and consider adopting an ordinance authorizing amendment to Ordinance 2009.03, Subdivision Regulations, Section VII 7.1(d) Schedule of Fees and Re-Submission Requirements, amending Development Fees.
7. Hold a public hearing and consider a variance to Ordinance 2013.08, Section 4.1G1(a) for the location of an accessory building located at 400 Hay Meadow.

**Miscellaneous – n/a**

**VII. EXECUTIVE SESSION**

8. Discuss the Sanctuary project as authorized by Texas Government Code 551.087, Economic Development.
9. Discuss the Robertson Tract project as authorized by Texas Government Code 551.087, Economic Development.

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

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

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 3:00 p.m., on Friday, February 13, 2015.

  
\_\_\_\_\_  
Douglas A. Hansen, Village Secretary

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

Village Board of Aldermen  
**Regularly Scheduled Board of Aldermen**  
**Meeting Minutes**  
Municipal Building, 301 N. Stagecoach Rd.  
Thursday, February 5, 2015 6:30pm

**Members present:** Mayor Skip Blancett, Mayor Pro Tem Fred Brown, Alderman Michael McDougal, Alderman Amber Preston Dankert, Alderman Frank Coachman, Alderman Hans Fields

**Members Absent:** None.

**Others Present:** Kim Foutz - Village Administrator, Douglas Hansen – Village Secretary, Jack Hensley - Chief of Police, Debbie Charbonneau – Executive Director

**I. Call To Order** : Mayor Blancett called the meeting to order at 6:30pm, quorum present.

The Mayor welcomed three guests, Bell County Judge Jon Burrows, Bell County Commissioner Tim Brown, and Adam Henry from the US Department of Agriculture (USDA)

1. Laura Franklin, senior pastor at Salado United Methodist Church, led the invocation.
2. Pledge of Allegiance and Texas Pledge of Allegiance were recited.

**II. Reports:**

**Mayor's Report:** The Mayor delivered the State of Salado address. A copy is attached to these Minutes.

**Aldermen Updates:**

**Environmental Report** Alderman Dankert reported that we will hear a presentation on controlling the buzzard population later in the Board of Aldermen meeting. She reported that the Mill Creek Community Association will be renewing the sand and gravel permit from Texas Parks and Wildlife and that citizens should see better results at the lower water crossing at Mill Creek as early as this summer.

**Ordinance Committee Report** Alderman Coachman reported that he would delay his report on ordinances until the public hearing on the ordinance under consideration at this meeting

**Main Street Report** Mayor Pro Tem Brown reported that the Village would meet with Texas A&M in March at a Town Hall Meeting regarding improving Main Street. He reported that volunteers took down the Christmas decorations last weekend and thanked the volunteers. He reported that he and Alderman Coachman left the lights on Main Street Bridge and would like them to be up year-round

**Street Improvement Committee** Alderman McDougal reported that we now have a system in the Village for repairing roads and potholes. In the last month we have filled more than 25 potholes. The Police Chief and officers report locations of potholes that they see while on patrol on a daily basis. The Village is now accepting bids on the three major street projects and the bids will be opened on February 17<sup>th</sup>. We hope to have several bidders. Work on the roads should begin around April 1<sup>st</sup>.

The Mayor thanked the Aldermen and emphasized that roads improvement is a five-year plan and asked for citizen patience when construction begins and the roads get muddy.

**III. Proclamations:** none

**IV. Public Comments:**

3. Four individuals made public comments, summarized below.

Jill Shipman, 711 College Hill, spoke in opposition to an increase in the hotel tax under consideration. She commented that she has only once received business from Expo events in the last 15 years. She said that Salado would receive no benefit from the tax. She said that the proposed rodeo expansion would be against Salado's

interest, and that the addition of more trailer hookups would only encourage even more people to stay there instead of in Salado.

Dwight Peak, 1517 Rusty Nail Drive in Temple said that he wanted to be an advocate for the vultures. He commented that vultures protect us because they eat what people cannot. He said that there is a large economic loss to countries that lose their vultures due to higher health care costs. He said that deer are more likely to be a health risk than vultures. He said that the negative impact of removing the vultures is unknown and questioned whether the expense of removing them is justified.

Creta Ferrin, 1 Homestead Rd, spoke in opposition to the two percent tax. She mentioned that she notices that there are seldom guests at a local inn. She said that when there are events at the Bell Expo center, few people stay in Salado. She said that Salado works hard to bring people to its restaurants, hotels, and bed-and-breakfasts and that we don't need to support the hotels that compete with Salado hotels.

Will Lowery, 602 Center Circle, spoke about the occupancy tax. He commented that Tim Brown's contributions to Salado have been appreciated over the years. He said that he had been a part of several discussions about the occupancy tax that focused on how Salado can support the tax, instead of just saying, "No." He said that discussions have tried to find a protocol to send appropriate lodging opportunities toward Salado. He said that Salado is very good at targeting its specific market and that guests that stay in Salado as a result of the Expo Center are rare.

#### **V. Consent Agenda**

##### **4. Consider approving the Consent Agenda items:**

Minutes: (a) January 15, 2015 Regular Meeting. (b) January 22, 2015 Special Called Meeting.

Alderman Fields pointed out that there was an error in the Minutes for the January 15<sup>th</sup> Meeting – Larry Sands led the invocation at that meeting, not Larry Wolfe. Alderman McDougal moved that the Minutes of the January 22<sup>nd</sup> Meeting be accepted as given and that the Minutes of the January 15<sup>th</sup> Meeting be accepted with the correction noted. Alderman Coachman seconded and the motion passed unanimously.

#### **VI. Regular Agenda:**

##### **Resolutions – none**

##### **Public Hearings / Ordinances:**

##### **5. Hold a public hearing and consider adopting an ordinance amending Ordinance 2012.03, Building Permits and Building Codes as follows:**

- (A) Adopting the 2009 International Existing Building Code with local amendments; and
- (B) Adopting the 2009 International Fire Code with local amendments; and
- (C) Adopting the 2009 International Fuel Gas Code; and
- (D) Repealing the 2009 International Electrical Code;
- (E) Adopting the 2011 National Electric Code;
- (F) Adopting the 2009 International Residential Building Code with local amendments; and
- (G) Adopting the 2009 International Mechanical Code with local amendments; and
- (H) Adopting the 2009 International Energy Conservation Code with local amendments; and
- (I) Amending the Plan Review and Inspections and Permit Application Sections providing authority to the Village Administrator

Alderman Coachman introduced the members of the ordinance committee: Jay Rich, George Dentry, John Kohokutec, Donna Johnson, and Dave Williams. Alderman Coachman emphasized that Dave Williams did a great deal of work putting data together. Alderman Coachman also thanked Alderman Fields for his contributions to the committee. The committee looked at ordinances in several neighboring towns and cities and agreed that Building Codes needed to be updated first. Alderman Coachman summarized the modified requirements of the Code to be adopted and said that the updated Code would make the process easier and more consistent for builders. The Mayor opened the public hearing. No comments were made. The Mayor closed the public hearing.

Alderman Fields made a motion to adopt Ordinance 2015.02, amending Ordinance 2012.03, Building Permits and Building Codes, as presented. Alderman Coachman seconded and the motion passed unanimously.

6. Hold a public hearing and consider adopting an ordinance establishing the duties and supervisory role of the Village Administrator

Village Administrator Kim Foutz summarized the ordinance to delegate hire and fire authority from the Board of Aldermen to the Village Administrator. The Mayor opened the public hearing. No comments were made. The Mayor closed the public hearing. Alderman Coachman made a motion to adopt Ordinance 2015.03, establishing the duties and supervisory role of the Village Administrator, as amended. Alderman Coachman seconded and the motion passed unanimously.

### Miscellaneous

The Mayor asked Commissioner Tim Brown if he would allow Agenda item nine to move in front of Tim Brown's because Adam Henry, the Agenda item nine presenter, had to drive back to Dallas that night. Tim Brown agreed.

9. Presentation by the USDA regarding controlling the buzzard population in Salado

Adam Henry of USDA Wildlife Services said that potential buzzard removal would require private property owner permission, would be paid for by the County and free to citizens, and could begin after a request by the city. He said that possible methods of harassment would be pyrotechnics, fake dead birds, and helium balloons. Pyrotechnics would be about as loud as a 12-gauge shotgun. Alderman McDougal asked Mr. Henry how far the buzzards would go when they were scared away. Mr. Henry said that would depend on where they are flying during the day to find food. Alderman McDougal asked if they would return once they had been scared away. Mr. Henry said that they seldom return once scared away. Alderman Dankert asked when the USDA would be able to begin scaring away birds, if invited by the Village. Mr. Henry said that that would depend on their schedule at the time, but that it could be within two weeks.

The Mayor thanked Adam Henry and asked that discussion of this item be placed on the Workshop Agenda for February 19<sup>th</sup>.

7. Presentation by Tim Brown, Bell County Commissioner, requesting a resolution of support by the Village of Salado for a Bell County Hotel Occupancy Tax.

Tim Brown made a presentation summarizing the proposed Bell County Hotel Occupancy Tax. He said that the Bell County Expo Center is a regional asset that is missing out on events because it is not large enough to accommodate organizations that would otherwise be interested in holding their events there. He said a permanent dirt facility and air-conditioning the exhibition hall would help the Expo Center attract more events. He said that he understood the objections of the bed-and-breakfast community that the bed-and-breakfasts do not benefit from Expo events, but that Salado restaurants and stores can benefit from additional visitors in the area. He said that the trailer hookups in question are almost all used by vendors. He said that a 2% tax approved by all the Bell County communities would generate approximately \$1 million for the Expo Center, and that 15% of that would be remitted back to the communities; this remittance for Salado would be approximately \$9100 a year. He said that Temple, Belton, and Harker Heights have passed resolutions to support the tax, and Killeen will probably reverse its previous opposition.

Bell County Judge Jon Burrows said that the Expo Center is 27 years old and currently brings in \$2.8 million in visitor spending a year to surrounding communities. He said that the proposed expansion would bring in more events and therefore more money.

Mayor Pro Tem Brown asked if the 15% remittance could go back to Salado bed-and-breakfasts. Tim Brown said that, because the money would have come from the 2% tax, it would have to go back to the Village. The Village could use it support bed-and-breakfasts, for example by spending it on marketing.

Alderman McDougal asked what other sources of funding the Expo Center receives. Judge Burrows said that the Expo Center does receive rental fees but that the benefit goes to business owners of the County. Alderman McDougal said that it seemed that the 2% tax goes toward a lot more than some more dirt, and Tim Brown agreed.

Alderman Fields asked when the attached study was done, and Tim Brown said that it was done in 2008. Alderman Fields asked if the study was correct showing 200 recreational vehicle (RV) hookups. Tim Brown replied that the current plan only has 27 RV hookups. Alderman Fields said that it would be difficult to support this plan without the current written plan, and that he has spoken with most Village bed-and-breakfast and lodging business owners and has not heard support for this tax. Tim Brown said that the recommendations in the study were only

recommendations; the study cost \$50,000 to examine the economic impact of expanding the Expo Center and they only changed the plans, not the study. Alderman Fields asked Tim Brown to please provide the Village with a current copy of the plan and Tim Brown said that he would.

The Mayor asked that discussion of the Bell County Expo Tax be placed on the Workshop Agenda for Feb 19<sup>th</sup> so that the Aldermen can get comments from citizens before that meeting.

**8.** Consider and take action on a Concept Plan of Amity Estates, a ±177.473 acre, Five Phase, 197 lot, residential subdivision, located at the southwest corner of West Amity Road FM 1670 located in the Extraterritorial Jurisdiction of Salado.

Village Administrator Kim Foutz gave the presentation summarizing the Concept Plan for Amity Estates attached to the Agenda Packet. The Mayor called for questions. Alderman Dankert asked about the drainage plan; Administrator Foutz answered that the Village of Salado would receive the drainage plan with the Construction Plat phase; Administrator Foutz said that a time frame for that had not been discussed to date but that that would be discussed in the future; she added that there is a small amount of real estate in between this subdivision and the city limits. Alderman Fields asked if that meant that Amity Estates would not be able to come in to the city limits even if they wanted to, and Administrator Foutz said that that was correct, because the land is not contiguous. Administrator Foutz added that the Village and the subdivision can sign development agreements indicating that as soon as they are able to come in to the Village, they would do so. Alderman McDougal asked if that meant that Amity could come in to the Village if the small tracts of land in between Amity and Salado came in to the Village. Administrator Foutz said that was correct. Alderman Coachman made a motion to approve the Concept Plan for Amity Estates, Alderman McDougal seconded, and the motion passed unanimously.

#### **VII. Executive Session:**

Mayor Blancett closed the regular meeting at 8:00 p.m. and directed that the building be cleared and the Executive Session open at 8:05 p.m. The Board addressed three Agenda items in Executive Session.

10. Discuss the Sanctuary project.

11. Discuss the Robertson Tract project.

12. Discuss a possible appointment to the position of Assistant to the Village Administrator.

#### **VII. Regular Session**

13. The Mayor re-opened the Regular Meeting at 8:59 p.m. Alderman Coachman made a motion to ratify the appointment of Christina Lee as Development and Code Enforcement Clerk for the Village of Salado. Alderman McDougal seconded and the motion passed 4-1 with Alderman Fields voting against.

#### **Announcements:**

The Village will hold a Town Hall Meeting with Texas Department of Transportation and James Construction. It will be at the Salado Intermediate School cafeteria at 6:30 p.m. on Tuesday, February 17<sup>th</sup>.

Next Scheduled Board of Aldermen meeting will be at the Municipal Building on Thursday, February 19<sup>th</sup>, 2015 at 6:30 p.m.

The Mayor announced that he will be going out of town on Friday, February 6<sup>th</sup>, traveling to North Carolina for family matters, and that Mayor Pro Tem Brown will be serving as Mayor during his one-day absence.

Alderman Coachman made a motion to adjourn the meeting, Alderman McDougal seconded, and the motion passed unanimously.

*There being no further business, the meeting was adjourned at 9:01 p.m.*

APPROVED: \_\_\_\_\_  
SKIP BLANCETT, Mayor of the Village of Salado, Texas

ATTEST: \_\_\_\_\_  
DOUGLAS A. HANSEN, Village Secretary

Attached:  
Text of the State of Salado Address given by Mayor Blancett at this meeting.

## Where we were

In May, 2014, the issues were sewer vs septic, roads, ordinances, permits, I-35 Construction, lack of business, and citizen depression. The election had not been easy and the aftermath confusing and frustrating. People were divided, groups had formed, and people were generally unhappy.

In a 6-hour workshop with the Aldermen/Lady, we decided it was up to us to turn things around. We had to become optimistic, positive, and enthusiastic. We had to decide to stop being a Village that "can't" and become a village that "can."

In that meeting, 5 major issues were identified: Sewer, Roads, Ordinances, Environment, and Downtown. Alderman McDougal was the first to say, "I will take roads." Alderman Brown wanted "Downtown." Aldermen Coachmen and Fields agreed to Ordinances. AlderLady Dankart was a natural for "Environment." Jim Reed and I took on the possibility of a sewer bond election. We all agreed that what we did for down town, we had to do equal for the neighborhoods.

At the same time, the Vision Committee was designing a plan to bring Salado together and improve the Village. Their vision was very similar to the Aldermen/lady's vision; therefore, it was easy to melt them together.

Those 5 Aldermen/Lady begin to make things happen. Mike McDougal formed a committee of 5 and started working on a plan to improve roads in 5 years. Fred Brown started a committee to bring "downtown to life" starting with lights and having a Texas A&M class to design downtown. Frank and Hans started reading and re-writing the Ordinances. Amber took on recycling and cleaning the low water bridge along with creek environment.

And in all of this, no one predicted the need for a tax increase, the immediate need of a Sewer Bond Election, the disorganization of the Municipal Office, and the problem of permits. And, if that was not enough, Sanctuary became a reality presenting an entire new set of opportunities that the Village was not prepared to meet or address. And, the "hits kept on coming" – closing Holland Bridge, the sale of Robertson Ranch acreage, and the I-35 construction that continues to be torn up and never completed.

Yet, the Spirit of Salado grew stronger. It started with the refurbishment of the Golf Course, the Memorial Day Service in the Cemetery, and the beautiful 4<sup>th</sup> of July fireworks. It continued with Blue Lapis in the Park, Keep Salado Beautiful, and College Hill. The Art Festival in August, the Village Picnic in Sheryl Park, Christmas in October, and the Christmas Stroll featuring the largest parade in history.

The Village Voice allowing the Mayor's article, the editorials, the Salado Mayors Blog were also instrumental in positive communication.

The Chamber of Commerce and the Village formed a partnership that will reap benefits for the future. Salado was chosen to become a Purple Heart Village. The Village Choir's gave inspiring performances, the art guilds/leagues displayed beautiful paintings and pottery, and Tablerock gave stellar performances that were the envy of Hollywood.

All of these events began to turn the depression of Salado into the hope of tomorrow.

Five Town Halls were held giving people a voice, and a Sewer Bond election passed.

### **Where we are now**

We are in the greatest challenge in the history of Salado. At least 750 acres of development is coming between 2015 and 2017. A Water Treatment plant and sewer lines are in the beginning planning stages. The I-35 construction continues to cause frustration and hardships. Businesses strive to overcome slow sales. The perfect storm has formed.

Yet, there is progress.

For the first time, there is a 5-6 year road repair plan that will begin in March.

Our first Ordinance has been approved and is in effect.

A Texas A&M city architectural class will soon visit the Village to talk to the citizens about their desires for downtown. The first lights have been installed around the Civic Center.

The low water bridge by Sheryl Park is on the schedule to be cleaned.

The engineers are working the details for the Water Treatment Plant.

To meet the challenge of development, three working committees are preparing the way forward :

Develop and Economic Agreements are staggering huge. Yet, this committee is already making recommendations on points of negotiation.

The Water Treatment Plant has very experienced citizens working out the details. With this committee, you are in good hands.

The ETJ and Annexation will take on the difficult task of city annexation and the ETJ. These are not easy subjects and can become controversial quickly

The partnership between the City and the Chamber of Commerce is becoming more defined and stronger.

Most important, all the stacks of papers are now neatly filed; our accounting is on line; and the Ordinances can be found easily. It has taken 3 months of long hours to organize the Village Office but it is well on its way.

In June and July, we will review the budget line by line.

By early winter, we will re-do our website and update our Comprehensive Plan that was written in 2004.

Our Police will soon be in a new Police Station next door to the Village Municipal Building, and our Village Municipal Building will have a new look. Volunteers did all the work.

We do not have the money to hire experience, but we have the experience of wonderful Salado people. In the coming weeks, that will be tapped as the three committees grow.

Most important, we have an experienced City Manager and a great, committed staff handling the day-by-day activities. Guessing and winks are no longer a part of this system.

### **Where we are going**

By May, 2016:

More roads will be repaired.

More Ordinances will be updated.

Environmental agreements will be reached.

Downtown will be improved. At all cost, the cultural, historic district will not be lost.

The plans for the sewer lines and the water treatment plant will be completed.

Construction of I-35 will come to an end.

Negotiations between Sanctuary and Robinson Ranch acreage will be completed.

Sanctuary development building is scheduled to begin.

By the end of the year, an agreement on the ETJ will be reached.

Hidden Glenn Senior Retirement Home will be completed. Open House is scheduled for December.

The partnership between the City and the Village will produce new events, new ideas, and strengthen old events and ideas. And, as a result, our businesses will find new life and flourish.

In May, 2015, three Aldermen seats will be up for re-election or new ones elected. Choose wisely.

To keep you informed, there are at least three Town Halls planned beginning 17 February, Middle School Cafeteria, 6:30 P.M. Subject: TXDOT and James Construction.

The way is long; sometimes foggy; often bumpy; and will require both hands on the wheel and absolute focus. There will be mistakes, there will be hard choices to make, there will be criticism. However, you will get our best, we will remain flexible, and regardless of the environment; we will remain positive and open.

We ask your support, your understanding, and most of all your encouragement. This is a labor of love for Salado and for you. We do not have all the answers. We probably never will. The best we can do is take it a day or an event at a time.

We are committed to keeping Salado a wonderful Village for all of its citizens. However, change is here now and we must manage it well.

Most respectfully,

  
Skip Blancett,

Mayor

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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02/19/15  
Item #4B  
Consent Agenda  
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**DEPT/DIVISION REVIEW:** Douglas Hansen, Village Secretary

**ITEM DESCRIPTION:** Consider approval of Joint Resolution R-2015-111 calling for a Joint Election on May 9, 2015 with the Salado Independent School District (ISD) Board of Trustees and the Salado Public Library District for the Elections.

**STAFF RECOMMENDATION:** Staff recommends approval.

**ITEM SUMMARY AND ANALYSIS:** This is the resolution calling for a Joint Election between the Village of Salado, the Salado Independent School District Board of Trustees, and the Salado Public Library District for the May 9, 2015 Elections.

Salado holds Joint Elections to share costs and responsibilities between the Village of Salado and Salado ISD for election on May 9. All three entities share one Early Voting location, the Salado Civic Center. Salado ISD and the Village share in the costs of leasing equipment from Bell County Election Administrator (EA) and paying election staff.

Upon Board approval and Mayor signature, it will be conveyed to the Salado Library District Board of Trustees for their consideration. The Salado Independent School District has already signed the Resolution.

**FISCAL IMPACT:** The 2014 shared costs with Salado ISD were \$1,631.97. These funds are available in line item #5244, Election Expenses, for which \$12,000 is budgeted for Fiscal Year 2014-15.

**ATTACHMENTS:**

Joint Resolution signed by the Board President, Salado ISD



VILLAGE OF SALADO  
**RESOLUTION**  
No. R-2015-111

**JOINT RESOLUTION FOR JOINT ELECTION**

The Board of Trustees for Salado Independent School District, the Board of Trustees for Salado Public Library District and the Board of Aldermen for the Village of Salado desire to enter into a joint contract for the election on May 9, 2015.

Staffing and share of expense for the election are as follows:

Supplies (to include election notices) for Early and Election Day voting

One (1) M100 Ballot Scanner and one (1) AutoMARK system will be leased from Bell County for **Early and Election Day** voting

Early Voting

One Election Clerk each day for Early Voting

Election Day

One Election Judge and no more than three clerks

One Ballot Board Judge and no more than two clerks

Each organization will be responsible for one-third of staffing and the cost of supplies and equipment for Early Voting and Election Day.

The Election Judge, Alternate Judge, and Election Clerks shall be compensated at the rate of \$9.00 per hour, including training time. Compensable hours shall be determined in accordance with the provisions of the Texas Election Code and other applicable laws.

The Early Voting Clerk or her designee shall be responsible for placing in the Village Voice Newspaper a consolidated Notice of Election for all three subdivisions at the time subscribed by the Texas Election Code.

In the instance that each subdivision uses the same Election Judge, Alternate Judge, Election Deputies and Election Clerks, the Early Voting Clerk or her designee shall send one Writ to each Election personnel designating their duties and reflecting their appointment by each subdivision.

On Election Day, May 9, 2015, the administration office of the SISD, located in the Salado Civic Center, will be the designated Election Office to be open to the public from 7:00AM to 7:00PM. A representative from each subdivision shall hold open the office for four (4) hours each, allowing the office to be opened a total of twelve (12) hours.

In the event any Entity(ies) cancels its election because of unopposed candidates under Subchapter C of Title 1 of the Texas Election Code, such Entity shall be responsible for its respective share of all election expenses incurred through the date that the election is canceled as allocated to that Entity. SISD shall pay all costs of the election and the Village and Library District shall reimburse the SISD within Sixty (60) days for their respective shares.

Throughout the term of this Agreement, the Entities will engage in ongoing communications concerning the conduct of the Joint Election; and, when necessary, representative of each Entity shall meet to discuss and resolve any problems which might arise regarding the Joint Election.

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, Entities to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the Entities to this Agreement as expressed in the terms and provisions of this Agreement.

This Agreement takes effect upon the complete execution of this Agreement by the SISD, Village and Library District. This Agreement shall continue until the Village and District have reimbursed SISD for all election expenses owed. The obligation of Village and Library District to the SISD under this Agreement shall not end until such sum is paid.

INTESTIMONY WHEREOF, this Agreement is executed by:



\_\_\_\_\_  
Signature of Board President, Salado ISD

1/26/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Board President, Salado Public Library District      Date

\_\_\_\_\_  
Signature of Mayor, Village of Salado      Date

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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02/19/15  
Item #4C  
Consent Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Douglas Hansen, Village Secretary

**ITEM DESCRIPTION:** Consider approval of an order of election for May 9, 2015 for three positions on the Village of Salado Board of Aldermen.

**STAFF RECOMMENDATION:** Staff recommends approval.

**ITEM SUMMARY AND ANALYSIS:** This is the order of election for the Village of Salado, as distinct from the joint election to be held with Salado ISD and the Salado Public Library District. All elections will be held simultaneously, but the Village is required to issue and sign its own, individual Order.

The positions open for election this year are for three (3) Aldermen, for full two (2)-year terms. The open positions are those held by Mayor Pro-Tem Fred Brown, Alderman Fields, and Alderman Michael McDougal.

The order outlines the key days for the election:

The first day for early voting is April 27<sup>th</sup>, 2015, and the last day for early voting is May 5<sup>th</sup>, 2015, at the times indicated here:

April 27, 2015, 7:30 A.M. to 4:30 P.M.  
April 28, 2015, 7:00 A.M. to 7:00 P.M.  
April 29, 2015, 7:30 A.M. to 4:30 P.M.  
April 30, 2015, 7:30 A.M. to 4:30 P.M.  
May 1, 2015, 7:30 A.M. to 4:30 P.M.  
May 4, 2015, 7:30 A.M. to 4:30 P.M.  
May 5, 2015, 7:00 A.M. to 7:00 P.M.

Applications for ballots must be received by May 1, 2015.  
Election Day will be May 9<sup>th</sup>, 2015.

If approved, it is signed the Mayor and all Aldermen, and is posted in both English and Spanish.

**FISCAL IMPACT:** n/a

**ATTACHMENTS:**

Proposed Order of Election in English and Spanish

## ORDER OF ELECTION

An election is hereby ordered to be held on May 09, 2015 for the purpose of:

**electing three (3) Aldermen for full two-year terms for the Village of Salado**

Early voting by personal appearance will be conducted each weekday beginning on April 27, 2015 and ending on May 5, 2015.

**Main Early Voting Polling Place**

Salado Civic Center  
601 North Main  
Salado, Texas

**Dates and Hours for Early Voting**

April 27, 2015, 7:30 A.M. to 4:30 P.M.  
April 28, 2015, 7:00 A.M. to 7:00 P.M.  
April 29, 2015, 7:30 A.M. to 4:30 P.M.  
April 30, 2015, 7:30 A.M. to 4:30 P.M.  
May 1, 2015, 7:30 A.M. to 4:30 P.M.  
May 4, 2015, 7:30 A.M. to 4:30 P.M.  
May 5, 2015, 7:00 A.M. to 7:00 P.M.

Applications for ballot by mail shall be mailed to:

**Lyndal Cabaniss, Early Voting Clerk**  
**Salado I.S.D.**  
**P. O. Box 98**  
**Salado, TX 76571**

Applications for ballots by mail must be received no later than the close of business on May 1, 2015.

Issued this the 19th day of February, 2015.

\_\_\_\_\_  
Skip Blancett, Mayor

\_\_\_\_\_  
Fred Brown, Mayor Pro-Tem

\_\_\_\_\_  
Frank Coachman, Alderman

\_\_\_\_\_  
Amber Preston Dankert, Alderman

\_\_\_\_\_  
Hans Fields, Alderman

\_\_\_\_\_  
Michael McDougal, Alderman

## ORDEN DE ELECCIÓN

Por la presente se ordena que se llevará a cabo una elección el **9 de mayo de 2015** con el propósito de:

***elegir a tres (3) concejales para mandatos de dos años completos para el Pueblo de Salado***

La votación anticipada en persona se llevará a cabo de lunes a viernes comenzando el **27 de abril de 2015** y termina el **5 de mayo de 2015**.

**Principal de votación anticipada lugar de votación anticipada**

centro cívico de Salado  
601 N. Main  
Salado, TX

**Fechas y horarios de votación**

27 de abril 2015, de 7:30 AM a 4:30 PM  
28 de abril 2015, de 7:00 AM a 7:00 PM  
29 de abril 2015, de 7:30 AM a 4:30 PM  
30 de abril 2015, de 7:30 AM a 4:30 PM  
01 de mayo 2015, de 7:30 AM a 4:30 PM  
04 de mayo 2015, de 7:30 AM a 4:30 PM  
05 de mayo 2015, de 7:00 AM a 7:00 PM

Las solicitudes para boaletas que se votarán en ausencia por correo deberán enviarse a:

**Lyndal Cabaniss, Early Voting Clerk**  
**Salado I.S.D.**  
**P. O. Box 98**  
**Salado, TX 76571-0098**

Los solicitudes para boaletas que se votarán en adelantada por correo deberán recibirse para el fin de las horas de negocio el **1 de mayo de 2015**.

Emitido este día 19 de febrero, 2015.

\_\_\_\_\_  
Skip Blancett, Alcalde

\_\_\_\_\_  
Fred Brown, Alcalde pro tem

\_\_\_\_\_  
Frank Coachman, Concejel

\_\_\_\_\_  
Amber Preston Dankert, Concejel

\_\_\_\_\_  
Hans Fields, Concejel

\_\_\_\_\_  
Michael McDougal, Firma del Concejel

# BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

02/19/15  
Item #4D  
Consent Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Consider authorizing an award of bid to Rodney Schoolcraft dba Rodney's Roofing for roof replacement in an amount of \$10,920.

**STAFF RECOMMENDATION:** Staff recommends award of bid to the lowest responsible bidder, Rodney's Roofing, in the amount of \$10,920.

**ITEM SUMMARY AND ANALYSIS:** In March of 2014, the Village filed an insurance claim with the Texas Municipal League for roof damages incurred at the municipal building at 301 North Stagecoach Road as well as the building at 313 North Stagecoach Road. Staff solicited bids from 6 bidders as per the below table. As per State Law, staff solicited bids from two Historically Under-utilized Businesses in the area. The bids include tear-out and replacement with 25 year shingles.

Company Name	Bid	Insurance Type	Insurance Coverage Limits
Rodney Schoolcraft Rodney's Roofing	\$7,400 – 301 Stagecoach \$3,520 - 313 Stagecoach \$10,920 Total	General Liability – Commercial	\$500,000 each occurrence General aggregate \$1,000,000 Products-Comp/Op AGG \$1,000,000
Tanner Roofing	\$8,310 – 301 Stagecoach \$4,427 – 313 Stagecoach \$12,737 Total	General Liability – Commercial Workman's Comp	\$1,000,000 each occurrence General aggregate - \$2,000,000 Personal Adv Injury \$1,000,000 Products - \$2,000,000 Combined Single Limit \$1,000,000
Birdcreek Roofing	\$12,500 Total	General Liability- Commercial	\$1,000,000 Each occurrence Personal & adv injury \$1,000,000 General Aggregate \$2,000,000 Products-Comp/OP Agg \$2,000,000
Gillmeister Roofing	\$8,416.58 –301 Stagecoach \$4,069.40 313 Stagecoach \$12,485 Total	General Liability - Commercial	Each occurrence - \$1,000,000 Personal & adv Injury - \$1,000,000 General Aggregate - \$1,000,000 Products – Comp/op AGG - \$1,000,000
EG Sierra – HUB Business	Unresponsive	Unresponsive	Unresponsive
RM Rodriguez Construc- tion- HUB Business	Unresponsive	Unresponsive	Unresponsive

**FISCAL IMPACT:** The Texas Municipal League has already provided the Village a check for \$10,167.36. There is a \$250 deductible, therefore upon completion of the work, the remaining funds of \$502.64 will be sent to the Village by TML.

**ATTACHMENTS:**

Bids and Insurance  
Proposed Agreement for Services





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

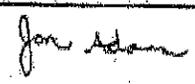
<b>PRODUCER</b> M.J. Kelly of Texas 3511 Jim Wright Freeway  Fort Worth TX 76106		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
<b>INSURED</b> Rodney Schoolcraft Rodney's Roofing 3617 Terrier St  Belton TX 76513		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Mesa Underwriters Specialty Insurance Company NAIC# 36836 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL BUBB		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		INSR	WVCD				
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SC0062042000023	05/24/14	05/24/15	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe Under DESCRIPTION OF OPERATIONS below			N/A			WC STATE/TORRY LIMIT \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Rodney Schoolcraft 3617 Terrier St  Belton TX 76513		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	
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# BIRDCREEK ROOFING

2439 Sparta Oaks Drive, Belton, Texas 76513  
Office 254-541-1489 • Fax 254-616-8410  
[www.birdcreekroofing.com](http://www.birdcreekroofing.com)

Name City of Salado Date 1/16/2015  
Address City Hall Municipal Bldg # Annex City Salado Zip 76571  
Phone \_\_\_\_\_ Email \_\_\_\_\_

### Job Description

- Tear off and haul-away 1 layer(s)
- Cover decking with #15 Felt
- Recover roof with 67 squares
- Style of shingles 25yr Composition Shingles
- Color to be chosen
- Drip Edge 563 ft.
- Pipe Flashing 6
- Vents 4 Exhaust
- Valleys None
- Ridge Vent 106 ft.

**Specific Job Notes Or Owner-Requested Upgrades** This proposal is for the Municipal Building and Annex, which includes 25 yr, 3 tab composition shingles, GAF brand.

If you have any questions or need additional information, please call Chuck Eddy at 254-913-5413.

### For Your Peace of Mind

- \*We are a certified GAF "Master Elite" Contractor
- \*We offer a 5-year workmanship warranty on all re-roofs
- \*We clean up the job site using magnets to collect overlooked nails
- \*Our team brings over 40 years of local roofing experience to our community

**Total Fee:** \$12,500.00

1. We the owner(s) understand and agree that Bird Creek Roofing will install my roof and we agree to pay the above total for work performed.
2. On the day(s) of roof installation your property will be a construction zone. Please keep yourself, all children, and pets clear of the work area.
3. Please keep your driveway clear. Please take down loose hanging items on your walls.
4. Repair of deteriorated decking and fascia are not included. Deteriorated decking or fascia will be replaced with owners approval upon discovery.
5. Bird Creek Roofing cannot be held responsible for anything improperly installed within 3" of decking bottom.
6. Bird Creek Roofing cannot be held responsible for any backed out nails or sheetrock cracks due to the vibration from hammering on the roof.
7. Bird Creek Roofing cannot be held responsible for any damage to persons or property that may occur from nails or debris that get left behind on the property.
8. Workmanship warranty does not cover damage to the roof by hail, gale winds (50mph+), tornado, violent storm, lightning, or animal damage.
9. Five-year workmanship warranty becomes effective upon payment in full.

Property Owner \_\_\_\_\_ Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/19/2014

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PRODUCER Extraco Insurance P.O. Box 6101  Temple TX 76503		CONTACT NAME: Minnie Ortiz PHONE (A/C No. Ext): (254) 774-5907 E-MAIL ADDRESS: mortiz@extracobanks.com FAX (A/C No.): (254) 774-8916	
INSURED Bird Creek Roofing and Construction LLC 2809 Bird Creek Drive  Temple TX 76502		INSURER(S) AFFORDING COVERAGE INSURER A: Int'l Ins Co of Hannover INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL14916402 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BINDER # MSV82P140918-001	9/19/2014	9/19/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> DEDUCTIBLE \$2500					PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000			
	AUTOMOBILE LIABILITY					PRODUCTS - COM/OP AGG \$ 2,000,000
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				\$
	DED	RETENTIONS				EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N				AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				WC STATU-TORY LIMITS \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTHER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
BLANKET AI/WOS WHEN REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER  ceddy@gmail.com  Chuck Eddy	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Tanner Moore/MPO
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**254-939-0343**

P.O. BOX 936  
BELTON, TEXAS 76513  
(254) 939-0343

# PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO VILLAGE OF SALADO		PHONE 254-947-5060	DATE December 31, 2014
STREET 301 N. STAGECOACH RD.		JOB NAME 14-692	
CITY, STATE AND ZIP CODE SALADO, TEXAS 76571		JOB LOCATION 1	
DATE OF PLANS		JOB PHONE	

We hereby submit specifications and estimates for:

### REROOFING OF RESIDENCE

1. REMOVE OLD ROOF DOWN TO DECK.
2. INSTALL NEW 15 LB FELT OVER ENTIRE ROOF AREA.
3. INSTALL NEW GALVANIZED METAL IN VALLEY.
4. INSTALL (2) NEW 3-IN1 VENTS.
5. INSTALL (2) NEW TURTLE BACK VENTS.
6. INSTALL NEW 25 YEAR 3 TAB SHINGLES OVER ENTIRE ROOF AREA.
7. INSTALL VENTED RIDGE AT RIDGE LINE.
8. CLEAN UP AND HAUL OFF ALL EXCESS MATERIALS AND DEBRIS.

NOTE: 25 YEAR LIMITED WARRANTY ON MATERIALS USED.

THIS PROPOSAL DOES NOT INCLUDE ANY REPLACEMENT DECKING, PLYWOOD, FASCIA, TRIM ECT.

We Propose hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:

**EIGHT -THOUSAND - THREE - HUNDRED -TEN - DOLLARS**

**\$8,310.00**

Payment to be made as follows

### DUE UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practice. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado and necessary insurance. Our workers are fully covered by workman's compensation.

*George Tanner*  
Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within **30** days.

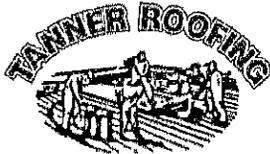
Acceptance and Proposal - The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



**254-939-0343**

P.O. BOX 936  
BELTON, TEXAS 76513  
(254) 939-0343

# PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO VILLAGE OF SALADO		PHONE 254-947-5060	DATE JANUARY 6, 2015
STREET 301 N. STAGECOACH RD.		JOB NAME 14-695	
CITY, STATE AND ZIP CODE SALADO, TEXAS 76571		JOB LOCATION 1	
	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

### REROOFING OF POLICE DEPARTMENT

1. REMOVE OLD ROOF DOWN TO DECK.
2. INSTALL NEW 15 LB FELT OVER ENTIRE ROOF AREA.
3. INSTALL NEW GALVANIZED METAL IN VALLEY.
4. INSTALL (3) NEW 3-IN-1 VENTS.
5. INSTALL (1) 4" HEATER PIPE.
6. INSTALL NEW METAL EDGE AROUND PERIMETER OF ROOF AREA.
7. INSTALL VENTED RIDGE AT RIDGE LINE.
8. INSTALL NEW 3 TAB 25 YEAR SHINGLES OVER ENTIRE ROOF AREA.
9. CLEAN UP AND HAUL OFF ALL EXCESS MATERIALS AND DEBRIS.

NOTE: 25 YEAR LIMITED WARRANTY ON MATERIALS USED.

THIS PROPOSAL DOES NOT INCLUDE ANY REPLACEMENT DECKING, PLYWOOD, FASCIA, TRIM ECT.

We Propose hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:

**FOUR - THOUSAND - FOUR - HUNDRED - TWENTY - SEVEN - DOLLARS** **\$4,427.00**

Payment to be made as follows

#### DUE UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practice. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado and necessary insurance. Our workers are fully covered by workman's compensation.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance and Proposal - The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/05/2014

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<b>PRODUCER</b> Wheeler & Associates Insurance 1605 West Avenue H Suite 100 Temple Tx 76504		<b>CONTACT NAME:</b> Diania Wheeler <b>PHONE (A/C No., Ext.):</b> 254-791-0039 <b>FAX (A/C No.):</b> 254-771-0302 <b>E-MAIL ADDRESS:</b> wainsurance1@yahoo.com	
<b>INSURED</b> Tanner Roofing 117 North East Street Bellon Tx 76513		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Atlantic Casualty Insurance NAIC # 42848 <b>INSURER B:</b> Progressive 24260 <b>INSURER C:</b> Texas Mutual Insurance 22945 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSUR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	L070004857	04/14/2014	04/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	X	04605604-1	03/15/2014	03/15/2015	COMBINED SINGLE LIMIT (Eg accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> RETENTIONS						
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0001070508	03/12/2014	03/12/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Diania Wheeler <i>Diania Wheeler</i>
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402 Cottingham Dr.  
Temple, TX 76504  
(254) 771 - 3600 Office  
(254) 771 - 4076 Fax  
www.mgroofs.com



# PROPOSAL

Date: 1-7-15

40 Years Experience

Fully Insured

Name: City of Salado  
Street: P.O. Box 219  
City, State, Zip: Salado, TX 76571

Phone: 534-2217  
Project: Re-roof Ambulance + EMS  
Location: TBldg

## We Hereby Submit Specifications and Estimates for the Following Work:

- Remove 1 Layers of Shingles
- Install No. 15 Asphalt Felt Synthetic
- Install 25 Year Manuf. Warranty 3-Tab Shingle
- Install      Year Manuf. Warranty Dimensional Shingle
- Install      Shingle
- Install metal Valley
- Install Metal Edging 1"
- Install 3 Galvanized Rubber Boot Jack Lead

- Install 1 New Metal Vent Stack(s)
- Install 54" Ridge Vent
- Install      Turbine Ventilator(s)
- Haul Away Trash and Roofing
- Provide 5 yr. Labor Warranty
- Rotten Lumber Replaced on Cost Plus Basis
- Provide Liability Insurance
- Provide Building Permit

Remarks:

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Dollars (\$ 4,069.40 )

### PAYMENT IS DUE UPON COMPLETION OF JOB

Note: This proposal may be withdrawn by us if not accepted within 15 Days

Authorized Signature: Mark Gillmeister

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edemnify, LLC 3145 E Chandler Blvd Ste 110-543 Phoenix AZ 85048		<b>CONTACT NAME:</b> Scott Hooper <b>PHONE (A/C, No, Ext):</b> (800) 620-4216 <b>FAX (A/C, No):</b> (800) 503-0049 <b>E-MAIL ADDRESS:</b> scott@edemni.fy.com	
<b>INSURED</b> Mark Gillmeister Roofing, LLC. 402 Cottingham Dr. Temple TX 76504		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Preferred Contractors Ins Co NAIC # 12497 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL144408846      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$ 1,000,000
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PC85587-02	10/26/2013	10/26/2014	MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COMPROP AGG \$ 1,000,000
						\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A			OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Hooper/HOOP

ACORD 25 (2010/05)

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H. U. B

Results For HUBs Only Search

Search found 9 vendors, 9 are HUB's, Includes 0 Inactive Vendors.  
 Search Condition : SearchType=HUB's Only,Category=2,Location County=Bell

[Back](#)

<u>Vendor ID</u>	<u>Company Name</u>	<u>Contact Person</u>	<u>Address (line 1)</u>	<u>Address City (line 2)</u>	<u>State Z</u>
<u>1201241001000</u>	<u>A &amp; L SANCHEZ PAINTING AND</u>	Lesley S. Greer	254-213-1197 CONSTRUCTION, PO BOX INC. U	KILLEEN TX	7 2
<u>1300002012600</u>	<u>AMBRECO, LTD.</u>	Partner/ROBERT DOMINGUEZ	254-939-5175 703 N MAIN ST	BELTON TX	7 3
<u>1262025347100</u>	<u>AMERITEX CONCRETE CONCEPTS, INC.</u>	Owner/ Dabid Hurtado	512-608-8604 1204 N. MAIN ST	TEMPLE TX	7
<u>1010572858700</u>	<u>CORPORATE FACILITIES MANAGEMENT SVCS LLC</u>	JOHN ALANIZ	254-770-3333 PO BOX 2133	BELTON TX	7
<u>1161725822000</u>	<u>DEFENSE LOGISTICS MANAGEMENT GROUP, INC</u>	Pres./Anthony Williams	254-953-1121 P. O. BOX 690177	KILLEEN TX	7
<u>1272588633200</u>	<u>EG SIERRA, LLC</u>	Erendira Garner	254-933-7609 108 N MAIN ST ERENDIRA@SIERRA-VENTURE.COM	BELTON TX	7
<u>1742754543300</u>	<u>LARSONS MUSTANG ELECTRIC CO., INC.</u>	Dr. Rebecca D Larson	254-853-3152 P.O. BOX 489	MOODY TX	7
<u>1421562349800</u>	<u>PARAMOUNT PORTA-POTTY, LLC</u>	Krista Kern, President	401 A COTTINGHAM DR	TEMPLE TX	7
<u>1263684565800</u>	<u>RM RODRIGUEZ CONSTRUCTION, LP</u>	Rene Rodriguez	5116 S 254-742-0102 GENERAL BRUCE DR STE A RENE@RMRODRIGUEZCONSTRUCTION.COM	TEMPLE TX	7

Search found 9 vendors, 9 are HUB's, Includes 0 Inactive Vendors.  
 Search Condition : SearchType=HUB's Only,Category=2,Location County=Bell

[Back](#)

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**VILLAGE OF SALADO  
CONSTRUCTION CONTRACT**

THE STATE OF TEXAS                   §

Project: Re-roof Municipal Buildings at  
301 and 313 Stagecoach Rd.

COUNTY OF BELL                       §

DATE: February 19, 2015

**I. PARTIES**

THIS CONTRACT, made by and between the Village of Salado, Texas, a Type A General Law VILLAGE of Bell County, Texas (hereinafter called VILLAGE) acting through its duly authorized agent, Skip Blancett, Mayor, and Rodney Schoolcraft of Rodney's Roofing, (hereinafter called CONTRACTOR).

**II. DESCRIPTION OF WORK**

CONTRACTOR shall, at his own expense, furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the attached bid (Exhibit "A") and other documents herein.

**III. TIME OF THE ESSENCE/WORK ORDER**

The CONTRACTOR hereby agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" of the VILLAGE and to fully complete all work within 20 calendar days. This is of the essence of this Contract. Any request for extension of this period must be made in writing by the CONTRACTOR and will only be granted for good cause in the VILLAGE's sole discretion by a properly authorized change order.

**IV. PAYMENT; LIQUIDATED DAMAGES**

The VILLAGE agrees to pay the CONTRACTOR a sum not to exceed **\$10,920.00** for contract work satisfactorily and timely completed in accordance with the accepted Bid, upon final acceptance of the contract work. Payment will be made within 30 days of such final acceptance in accordance with State law.

The parties agree that the VILLAGE may assess, and deduct from sums due the CONTRACTOR, liquidated damages of One Hundred Dollars (\$100) for each day past the scheduled completion date when the CONTRACTOR is in default and requires additional time to substantially complete the work to the satisfaction of the VILLAGE. This sum is not a penalty but is an agreed, reasonable amount in lieu of actual damages, which are too impractical and difficult to ascertain at the present time. However, should the CONTRACTOR reject the VILLAGE's determination of liquidated damages or institute legal action under the Contract, this paragraph shall not be construed so as to prevent the Owner from seeking full recovery for the cost of repairing or replacing defective work; the cost of completing the project; the diminution in value of Owner's property caused by defective or non-conforming work; the cost of extended supervision of the project by Owner; and Owner's administrative expenses caused by delay, (all of which are not to be considered in the assessment of liquidated damages), in addition to all liquidated damages due.

## **V. ENTIRE CONTACT; CHANGE ORDERS**

This Contract represents the entire agreement between the parties. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the Contract, unless a written change order is signed by the CONTRACTOR and the appropriate representative of the VILLAGE.

## **VI. NET PRICES**

If during the life of the contract, the CONTRACTOR's, net prices to other customers for items are reduced below the prices contained herein, it is agreed that the benefits of such reduction shall be extended to the VILLAGE.

## **VII. CONFLICT OF INTEREST**

No public official shall have interest in this contract, in accordance with State law. CONTRACTOR certifies that he has not and shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the VILLAGE.

## **VIII. WAGES**

CONTRACTOR shall pay or cause to be paid, without cost or expense to the VILLAGE, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

## **IX. TERMINATION OF CONTRACT**

The VILLAGE reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the VILLAGE in the event of breach or default of the Contract. The VILLAGE reserves the right to terminate the contract immediately in the event that the CONTRACTOR fails to meet schedules, defaults in any payments, or fails to otherwise perform in accordance with the specifications or obligations called for in this contract. CONTRACTOR agrees that the VILLAGE shall not be liable for damages in the event that the VILLAGE declares the CONTRACTOR in default.

## **X. NO LIENS**

IT IS HEREBY MUTUALLY AGREED by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for, or in any other manner have or acquire any lien upon the building or works covered by the Contract, or the land upon which the same is situated.

## **XI. VENUE; CHOICE OF LAW**

The parties agree that venue for any legal proceeding shall be Bell County, Texas. In any such proceeding brought to enforce the terms of this Contract, the VILLAGE shall be entitled to attorney's fees, expert witness fees and consultant's fees in the event the VILLAGE prevails in said proceeding. This contract shall be interpreted under the law of the State of Texas.

## XII. INDEMNITY

IT IS AGREED FOR ALL PURPOSES HEREUNDER, THE CONTRACTOR IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO THEIR ACTS OR OMISSIONS BE DEEMED AN AGENT OR EMPLOYEE OF VILLAGE.

THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND VILLAGE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS, ATTORNEY FEES, EXPERT WITNESS FEES AND CONSULTANT'S FEES OR COSTS ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS. CONTRACTOR SHALL PROCURE CONTRACTUAL LIABILITY INSURANCE COVERING ITS OBLIGATIONS IN THIS PARAGRAPH.

CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE IMPROVEMENTS ARE BEING MADE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT VILLAGE SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

FURTHER, VILLAGE ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS, REAL OR ALLEGED, IN IMPROVEMENTS CONSTRUCTED BY CONTRACTOR WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY CONTRACTOR. CONTRACTOR UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT VILLAGE AND CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR VILLAGE, AND VILLAGE SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS. THE INDEMNITY HERE SHALL SURVIVE THE TERMINATION OF THE CONTRACT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK ON THE PROJECT.

### **XIII. INSURANCE**

CONTRACTOR agrees to provide and to maintain the types and amounts of insurance as prescribed in Exhibit "B" for the term of this Contract:

The insurance requirements set out in this section are independent from all other obligations of Contractor under this contract and apply whether or not required by any other provision of this contract.

### **XIV. SUBCONTRACTORS**

CONTRACTOR agrees to pay each subcontractor its appropriate share within 10 days of receipt of payment from the VILLAGE for the work performed by the subcontractor. CONTRACTOR further certifies that each subcontractor used for this project carries the required amount of workers compensation coverage under state law and promises to indemnify VILLAGE for any damages resulting from lack of such coverage.

### **XV. NOTICE**

Any notice provided by this Contract or required by law to be given by the parties shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the VILLAGE of Salado, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the other party at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

The Contractor's address for purposes of notice provided by this Contract is:

Rodney Schoolcraft – Rodney's Roofing  
3617 Terrier Street  
Belton, TX 76513

### **XVIII. CONTRACT ADMINISTRATOR**

This Contract shall be administered on the VILLAGE'S behalf by, and all notices, questions, or documentation, arising under this Contract shall be addressed to the contract administrator at:

Kim Foutz  
Village Administrator  
Village of Salado  
254-947-5060

**XIX. EXECUTION OF AGREEMENT**

An executed original of this Contract shall be kept on file in the VILLAGE Secretary's Office.

THE VILLAGE OF SALADO, TEXAS

CONTRACTOR

\_\_\_\_\_  
Skip Blancett, Mayor

\_\_\_\_\_  
By:

ATTEST:

ATTEST:

\_\_\_\_\_  
Douglas A. Hansen  
Village Secretary

\_\_\_\_\_  
By:

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2015, by Skip Blancett, Mayor of the Village of Salado, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**SINGLE ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2015, by Rodney Schoolcraft, owner of Rodney's Roofing.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "A"  
Bid

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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02/19/15  
Item # 4E  
Consent Agenda  
Page 1 of 2

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Consider approving a Memorandum of Agreement with Texas A&M University, Texas Target Communities (TTC) Program to provide planning services for Main Street in the amount of \$7,003.11

**STAFF/ALDERMEN RECOMMENDATION:** Staff and Alderman Brown recommend approval of this agreement.

**ITEM SUMMARY AND ANALYSIS:** In the FY 2014-15 budget, the Board of Aldermen approved \$50,000 per year in funding dedicated for Main Street improvements. Based upon this initiative, it has been recommended that the Village bring in subject matter experts to develop a Master Plan that can be followed. A Master Plan is necessary to achieve the following:

- Create a vision for the corridor
- Achieve cohesiveness of the improvements
- Invest in the improvements with a prioritized approach
- Obtain the necessary design concepts required for applying for grants

Highlights of the scope of services include:

- Faculty and project managers will oversee the project which will be accomplished by third year architecture students
- Students and faculty will develop conceptual drawings, renderings, and preliminary design solutions
- Evaluation and recommendations on pedestrian and multi-modal infrastructure, inventory park spaces and community facilities
- Determine connections between destinations and the community.
- Recommendations on streetscape, parks and recreation, community facilities, urban design strategies, and infrastructure
- The scope now includes the public input process, priorities list, and parking evaluation.
- Note: the scope does not include cost estimates for the projects which will be needed for execution of the plan and for grant applications

**COMPREHENSIVE PLAN/MASTER PLANS:** This item supports Principle 6 – Corridor Design: Ensure that a positive image of the Village is projected within its major corridors.

**FISCAL IMPACT:** The total cost of services has been reduced to \$7,003.11. Funds are available in the Main Street Improvements line item for the FY 14-15 budget year. To date, \$12,581 of the \$50,000 has been spent on Christmas lighting. After this expenditure, \$30,416 will be remaining for Fiscal Year 2014-15.

**ATTACHMENTS:**

Memorandum of Agreement and Scope of Services/Budget

## Memorandum of Agreement (MOA)

Between:

Texas A&M University on behalf of its  
**Texas Target Communities program**  
*College of Architecture*  
*College Station, Texas 77843-3137*

And

**The Village of Salado, Texas**  
*301 N Stagecoach Rd.*  
*P.O. Box 219*  
*Salado, TX 76571*  
*Phone 254-947-5060*  
*Fax 254-947-5061*

This MOA ("Agreement") outlines a collaborative agreement between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its Texas Target Communities program ("TTC") and the Village of Salado, TX, a village organized under the laws of the State of Texas, ("Partner" or "PARTNER") to produce conceptual drawings, renderings, and preliminary design solutions for the study area, approximately one (1) mile along Main St. or FM 2268 for the Village.

The purpose of the collaboration is to assess current community conditions and explore future development and growth strategies, through a public participatory process, resulting in the development of a master plan to help guide the future growth of the Partner.

This Agreement defines the expectations, deliverables, and the process for this project. TTC director John T. Cooper, Jr., and program coordinator Jaimie Hicks Masterson will facilitate the process as part of an extended classroom exercise engaging undergraduate students in the Department of Landscape Architecture and Urban Planning (LAUP) from the spring of 2015. The benefit of the collaboration for Texas A&M will derive from the exposure of students to the complexities of design and community development choices faced by the PARTNER, over the course of one (1) semester.

The PARTNER will benefit by receiving assistance in the collection of data on-site about current conditions, the evaluation of a range of design alternatives, and set of

recommendations in the form of a conceptual master plan, regarding how the Village of Salado can reimagine their Main Street.

In consideration of the promises and of the mutual covenants and agreements described herein, the parties agree as follows:

## **ARTICLES**

### ***Article 1. Purpose***

The purpose of this agreement is to recognize mutual interests between the Partner and TTC. TTC would both contribute to and benefit from the realization of these goals through faculty and student participation in "real world" projects by:

- providing useful service and assistance to the Partner in its decision-making process; enhancing the learning experience of the students of TTC through service-learning opportunities;
- preparing TTC students more effectively with the abilities and skills necessary to deal competently with the physical, social, cultural, economic and technical complexity and challenges embedded in real projects in general and in public-private partnership projects in particular;
- advancing the body of knowledge of the professions represented within TTC, including landscape architecture and urban planning;
- developing a model of collaboration between Land Grant universities and local communities for enhancing professional educational programs in design, planning, and development.

Service projects undertaken by TTC faculty and students are designed to provide recommendations and to generate ideas and principles for the PARTNER to use to move forward with its planning and redevelopment efforts. It is important to note that service projects are intended to assist the PARTNER in exploring a range of conceptual design and development alternatives before the PARTNER invests significant amounts of time and resources in professional project development.

The scope of work, as further described in Exhibit A, will not be substantially changed except as mutually agreed upon by both parties. Minor modifications to the scope that do not involve additional budget expenditures or changes to the deliverables may be approved mutually by the Project Managers, memorialized in a MOA or letter format. Any additional work not specifically identified in the scope of work statement, but which is indicated during the course of the study will be separately negotiated and funded for an appropriate amount to be agreed upon by the PARTNER and TTC.

### ***Article 2. Period of Performance***

The period of performance for this Agreement will begin on or about 23 March 2015

and will end on or about 12 May 2015. This period may be extended by mutual agreement of the parties in writing.

**Article 3. Consideration and Payment**

As consideration and compensation for TTCs best efforts and performance under the terms of this Agreement, PARTNER agrees to pay TTC a fixed-price amount of **\$7,003.11**. PARTNER will make payment in accordance with the following schedule within 30 days of receipt of TTCs invoice:

Payment to the TTC is to be made in accordance with the following payment schedule:

50% of total budget amount: 30 days after this MOA is signed by both parties;  
50% of total budget amount: on completion of the project, 30 days after the expected final product delivery date of May 12 2015.

The TTC contact name and telephone number for billing/invoice questions: Ms. **Jaimie Hicks Masterson**, Program Coordinator, Texas Target Communities, Texas A&M University (979) 458-1295.

Payments will be made payable to: Texas Target Communities, and will be mailed to the following address: Texas Target Communities, MS 3137 TAMU, College Station, TX 77843-3137.

Invoices will be submitted to Partner at the following address:

*301 N Stagecoach Rd.  
P.O. Box 219  
Salado, TX 76571*

**Article 4. Publicity**

PARTNER will not use, nor permit others to use the name of TTC, The Texas A&M University System, or any part or branch thereof in any manner whatsoever, directly or indirectly, without obtaining the express, prior written consent of TTC, unless connected with this Project. Nor will PARTNER indicate, directly or indirectly, any endorsement by TTC, The Texas A&M University System or any part or branch thereof, of any products or services of PARTNER for any reason, without obtaining the express, prior written consent of TTC. PARTNER will not use the name of TTC, The Texas A&M University System, or any Part or subdivision thereof, nor the names of any of their employees nor any adaptation thereof in any advertising, promotional or sales literature without prior written consent obtained from TTC in each case.

Subject to the limitation in Article 5, all final files produced in connection with the Project will be considered to be jointly the property of TTC, Texas A&M University,

the Department of Landscape Architecture and Urban Planning at Texas A&M University, and the Village of Salado. Each party shall have full permission and authority to use information gathered during the Project, or in publications of the Project, for noncommercial purposes, its own educational or municipal purposes, respectively, and no consent by the other party shall be necessary or required.

***Article 5. Ownership of Work Product***

Partner acknowledges TTC cannot convey ownership of intellectual property as created by TTC students under this Agreement. TTC and Partner agree Partner shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by TTC pursuant to this Agreement. The Partner agrees that TTC students will retain any IP ownership contained within the documents for this project.

***Article 6. Publications***

TTC will have the first right to publication of materials containing technical information produced under this Agreement. However, PARTNER will be furnished copies of all proposed publications or presentations in advance of the submission to a journal, editor, or other third party.

***Article 7. Liability***

TTC and PARTNER both enjoy sovereign and governmental immunity, respectively. By entering into this Agreement, neither TTC nor PARTNER consents to suit, the waiver of their respective immunity, the right to claim such exemptions or privileges as may be provided by law, or the waiver of limitation as to damages under the Texas Tort Claims Act.

To the extent permitted by the Constitution and laws of the state of Texas, PARTNER and TTC each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the obligations pursuant to this Agreement.

***Article 8. Warranty***

NEITHER TTC, NOR ANYONE ACTING ON BEHALF OF TTC, MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER OR NOT CONTAINED IN ANY WRITTEN REPORT; OR THAT THE USE OF ANY DATA, INFORMATION, APPARATUS, METHOD, OR PROCESS DISCLOSED IN ANY REPORT MAY NOT INFRINGE PRIVATELY OWNED RIGHTS. NOR DOES TTC, NOR ANYONE ACTING ON ITS BEHALF ASSUME

ANY LIABILITY WITH RESPECT TO THE USE OF, OR FOR DAMAGES RESULTING FROM THE USE OF, ANY DATA, INFORMATION, APPARATUS, METHOD, OR PROCESS DISCLOSED PURSUANT TO THE WORK HEREUNDER. CONCERNING THE INFORMATION AND DATA SUPPLIED HEREUNDER, TTC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

***Article 9. Disputes***

The parties will make every possible attempt to resolve in an amicable manner all disputes that might arise between the parties concerning the interpretation of this Agreement and the implementation thereof.

***Article 10. Governing Law***

The validity of this Agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation, will be governed and determined by the laws of the State of Texas.

***Article 11. Termination***

This Agreement may be terminated by either party at any time provided that a written notice is given to the other party thirty (30) days in advance. However, such termination will not free PARTNER from obligation to pay for all services, orders, materials, or facilities committed in good faith prior to the effective date of termination.

***Article 12. Miscellaneous***

This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may be modified or amended only by a written agreement signed by both parties, except as otherwise specified herein.

It is understood by all parties that the process associated with this Agreement is specifically related to academic programs at Texas A&M University. Nothing within this Agreement shall interfere with a faculty member's academic freedom or the educational mission of Texas A&M University.

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

This Agreement is binding upon and will inure to the benefit of the parties hereto, their representatives, successors in interest and permitted assigns.

The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision will be severed and will not affect the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this document on the day and year last specified below.

The Project Manager for the Village of Salado is Kim Foutz, Village Administrator, Telephone: 254-947-5060.

The Project Coordinator for TTC is: Jaimie Hicks Masterson, MUP, Texas Target Communities, College of Architecture, Langford A347D, College Station, Texas 77843-3137, Telephone: 979-458-1295; Fax: 979-845-5121

**APPROVED:**

**Village of Salado**

**Texas A&M University  
Texas Target Communities,  
College of Architecture**

\_\_\_\_\_  
By: Skip Blancett

Title: Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Jorge Vanegas  
Title: Dean, College of Architecture

**ATTEST:**

\_\_\_\_\_  
Douglas Hansen

**EXHIBIT A**  
**SCOPE OF WORK/BUDGET**

**SCOPE OF WORK AND PRODUCTS**

The following products will result from this process:

1. Students will be divided into teams to produce 3-6 alternative design solutions for the study area, approximately one (1) mile along Main St. or FM 2268, which will result in 3-6 conceptual master plans for the Village of Salado.
2. The conceptual master plans will include an assessment of current conditions, including a wind shield survey of street conditions; evaluate current status of pedestrian and multi-modal infrastructure; inventory park spaces and other community facilities; and determine connections between destinations within the community.
3. The conceptual master plans may provide recommendations on a range of subjects including but not limited to streetscape, parking areas, parks and recreation, community facilities, urban design strategies, and infrastructure. Recommendations will provide list of phasing components into a master plan over time. It is important to note that deliverables do not come with construction drawings and are not considered final design solutions. All work and deliverables produced are expected to inspire city staff and residents and should be used to better communicate needs and desires to professional consultants.
4. The conceptual master plans will be displayed in a series of poster boards to be presented to the city on the final community meeting day.
5. The conceptual master plans will be compiled into a digital design booklet describing the alternative design solutions.

**PROCESS AND SCHEDULE**

The project outlined here is undertaken for the mutual benefit of both parties. The project is to be organized as follows:

1. The process will begin on a mutually agreed date of March 23, 2015.
2. Faculty and students associated with TTC at Texas A&M University will play a role in coordinating the process; through a Landscape Architecture Studio Course, LAND 319, intended to provide students with an opportunity to apply academic skills and techniques in a "real world" setting and would include approximately 30-40 Bachelor of Landscape Architecture students in their third year of study instructed by Russell W. Reid and Michael Teal within the

Department of Landscape Architecture and Urban Planning.

3. There will be two (2) facilitated community meetings. The first meeting will take place on or near March 27 2015. Community members and stakeholders will provide faculty and students with the context for design, presenting a number of challenging and opportunities associated with the site. The second meeting will take place during or near May 5-12, where students and faculty will present and showcase the alternative design schematics of the conceptual master plan. The purpose of community meetings is to garner community input to inform and validate the final product.
4. Faculty and students will collect on-site data on current conditions and will develop conceptual drawings, renderings, and preliminary design solutions to be compile into a conceptual master plan.
5. All products within the scope of activities related to this process will be formally presented to PARTNER by TTC staff, faculty, and/or students at the final community meeting, near the conclusion of the project, the date of which is to be determined.
6. Final products will be submitted to the PARTNER no later than the end of the June of 2015 (estimated to be complete by May 12, 2015).

#### **PROJECT LEADERSHIP**

The TTC director and coordinator are responsible for the schedule, course sequence, and coordination of the faculty and students undertaking the project.

1. The TTC director and coordinator will consult with affiliated faculty on the organization of the course and teaching objectives related to Project work.
2. The PARTNER will develop a strategy to actively engage the public to be in attendance at preliminary and final meetings. TTC staff support is available upon request.
3. The PARTNER will provide food and beverages for community meetings and acquire facility spaces to accommodate meeting needs.
4. The PARTNER will provide all relevant information pertinent to the Project as available and appropriate. Pertinent information may include but not be limited to:
  - Plats,

- Previously collected survey data,
  - Topographic surveys,
  - Maps (e.g., City boundary, street, Utility, etc.)
  - Previous studies and plans related to the City
  - Geographic Information Systems (GIS) maps and/or layers:
    - Street and infrastructure
    - Zoning classifications
    - Floodplain
    - Plats
    - Property lines
    - Land use
    - Building Footprints
    - Neighborhood Associations
    - City limits
5. The PARTNER will advertise public meetings and secure appropriate space for meetings, and for providing timely feedback to presentations and requests for information from TTC.
7. The PARTNER will identify a staff member at the Village of Salado who will serve as the point of contact between TTC staff and the Partner.

**PRINTING**

TTC agrees to produce a digital copy of the final product including all files used within the final product.

**SERVICE COSTS AND FORM OF PAYMENT**

The total cost for the services associated with the scope of work described in this Agreement shall be **\$7,003.11**. The budget associated with this agreement will be as follows:

**Project Budget**

<b>Item</b>	<b>Total</b>
<b>Personnel (Salaries)</b>	\$3,806.46
<b>Personnel (Hourly)</b>	\$0.00
<b>SUB-TOTAL PERSONNEL &amp; BENEFITS</b>	<b>\$3,806.46</b>
<b>Travel</b>	\$2,060.00
<b>Supplies</b>	\$500.00
<b>Contractual (or Consultant Services)</b>	\$0.00

Construction	\$0.00
Other	\$0.00
<b>TOTAL DIRECT COSTS</b>	<b>\$6,366.46</b>
<b>INDIRECT COSTS (overhead/burden)</b>	<b>\$636.65</b>
<b>TOTAL DIRECT &amp; INDIRECT COSTS (Project Total Costs)</b>	<b>\$7,003.11</b>

# BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

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02/19/15  
Item #4F  
Consent Agenda  
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**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Consider approving an Engagement Letter between the Village of Salado and Donald L. Allman, CPA, PC for the Annual Audit for the year ending September 30, 2014 for an amount not to exceed \$7,500.00.

**STAFF RECOMMENDATION:** Staff recommends approval.

**ITEM SUMMARY AND ANALYSIS:** Pursuant to Chapter 103 of the Texas Local Government Code, the Village is required to have an annual audit and to have an annual financial statement prepared based on the audit. The accounting firm of Donald L. Allman, CPA has performed our audit for the last couple of years.

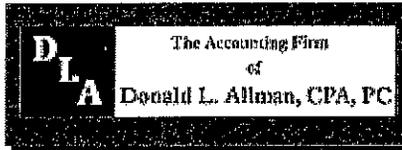
Please see the attached Engagement Letter. The firm expects to begin the audit on approximately March 1, 2015 and issue its report no later than March 29, 2015. The LGC requires that the annual financial statement be filed in the Village Secretary's office within 180 days after the last day of the municipality's fiscal year. March 29 will meet this requirement.

**FISCAL IMPACT:** The fee for services including expenses will not exceed \$7,500.

**ATTACHMENTS:**

Proposed Agreement

**ALG-CL1.3: Audit Engagement Letter – Yellow Book**



Donald L. Allman, CPA, PC  
205 East University Ave., Ste. 165  
Georgetown, Texas 78626  
Email: dallman@donallmancpa.com

CERTIFIED PUBLIC ACCOUNTANT

February 5, 2015

To Mayor Skip Blancett and Village Secretary Douglas Hansen

We are pleased to confirm our understanding of the services we are to provide Village of Salado for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Village of Salado as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Village of Salado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Village of Salado's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budget to Actual
3. Schedule of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies Village of Salado's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Village of Salado and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Village of Salado's financial statements. Our report will be addressed to Mayor Skip Blacett and Village Secretary Douglas Hansen of Village of Salado. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter-paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Village of Salado is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

## **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the last period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits; attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, or may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Village of Salado's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party

service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Donald L. Allman, CPA, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Bell County or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Donald L. Allman, CPA, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date for any additional period requested by the Bell County. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately March 1, 2015 and to issue our reports no later than March 29, 2015. Donald L. Allman, CPA, PC is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$7,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of their personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Village of Salado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

---

Donald L Allman, CPA, PC

RESPONSE:

This letter correctly sets forth the understanding of Village of Salado

Management Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXECUTION OF AGREEMENT

An executed original of this Contract shall be kept on file in the VILLAGE Secretary's Office.

THE VILLAGE OF SALADO, TEXAS

CONTRACTOR

\_\_\_\_\_  
Skip Blancett, Mayor

\_\_\_\_\_  
Donald L. Allman, CPA

ATTEST:

ATTEST:

\_\_\_\_\_  
Douglas A. Hansen

\_\_\_\_\_  
By:

Village Secretary

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2015, by Skip Blancett, Mayor of the Village of Salado, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2015, by Donald L. Allman, CPA

\_\_\_\_\_  
Notary Public, State of Texas

# BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

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02/22/15  
Item #4G  
Consent Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Consider a contract for fire protection and emergency services with the Salado Volunteer Fire Department in an amount of \$36,000.00

**STAFF RECOMMENDATION:** Staff recommends approval.

**ITEM SUMMARY AND ANALYSIS:** This agreement is an annual contract for services. The proposed agreement does not include any substantial changes except to clarify that the SVFD does not provide fire inspection services to the Village. These services are available through our private contractor, Bureau Veritas. According to the Fire Chief, there are no volunteers that have the certification necessary for this service.

Services covered by the contract are 24-hour emergency response and on call services including:

- Emergency services: fire suppression, emergency medical first responder, other emergency service
- Hazardous material incidents or other hazardous conditions
- Motor vehicle accidents
- Emergency medical assistance
- Utility service emergencies
- Other hazardous conditions that may create a situation that may cause immediate death or serious injury.
- Regulation of control burning
- Assist with fire prevention programs

Note: There is a reciprocal hold harmless and indemnity clause in the contract. Staff is currently coordinating with the Texas Municipal League Risk Pool regarding necessary insurance as it relates to this clause and will report back to the Board of Aldermen with our findings. SVFD currently holds sufficient insurance (see attached SVFD insurance).

**FISCAL IMPACT:** The annual contract cost is \$36,000. Funds are available in account #5255-2 in the amount of \$36,000.

**ATTACHMENTS:**

Proposed Contract  
SVFD Budget and Statistics  
SVFD Insurance

**CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES  
BY AND BETWEEN SALADO VOLUNTEER FIRE DEPARTMENT  
AND  
THE VILLAGE OF SALADO**

This Agreement entered into on the ~~15th~~<sup>st</sup> day of ~~March, 2015~~~~May, 2013~~ by and between the Village of Salado, a type BA municipality incorporated pursuant to the statutes of the State of Texas (the "Village") and the Salado Volunteer Fire Department, an association of individuals providing fire protection services to the Village of Salado and its surroundings (the "Department");

**WITNESSETH:**

**Whereas**, the Village is a Type BA Municipality incorporated pursuant to the Statutes of the State of Texas, and as such is obligated to provide fire protection and emergency services to its citizens; and

**Whereas**, the Department is an established and recognized fire department of an all volunteer force, who in the past have provided fire protection and emergency services to the Village of Salado and its surroundings, and who are willing to continue to provide such services; and

**Whereas**, the Village is permitted to engage the Department to provide such services in the future to the incorporated Village ~~only~~ on a contract basis;

**NOW THEREFORE**, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration the Village and the Department herein bargain, covenant, and agree with one another as follows:

1. For and in consideration of the covenants on the part of the Village hereinafter set forth, the Department herein agrees to provide fire protection and emergency services (said emergency services to consist of fire suppression, emergency medical first responder, or other emergency services) to the Village and its citizens on a 24-hour emergency response and on-call basis daily

during the term of this agreement. The Department shall provide emergency response for fires of any classification, hazardous material incidents, motor vehicle accidents, emergency medical assistance, utility service emergencies, or any other hazardous conditions that may create a situation that may cause immediate death or serious injury. In addition, the Department shall assist the Village in the regulation of control burning within the incorporated limits, and assist in fire prevention inspections and programs within the Village.

2. The Department shall be notified of any inspections or shall have jurisdiction in all matters relating to fire safety in the Village and inspections. Village will secure fire inspection services through a private contract.

2.3. Inasmuch, as the services to be provided are to be with an all volunteer force, the Department is only obligated to use its best efforts with respect to availability for responses, ~~inspections,~~ programs, or assistance. The Department reserves the right to determine if a request for response meets the criteria for emergency service, and is within the response capabilities of the Department. The Department shall have jurisdiction to call for mutual aid or assistance from other departments, organizations, or entities on behalf of the Village. However, the Department shall at all times utilize their best efforts to provide the fire protection and emergency services contracted for herein.

3.4. The Department will at all times maintain all necessary licenses, ~~and certificates,~~ and training to enable it to provide the services herein contracted for.

4.5. The Department will at all times maintain the following points of contact:

Phone: (254) 947-8961

Facsimile: (254) 947-1006

Optional Cell Phone: (254) 718-8859/254-760-1937

E-Mail: [saladofiredept@yahoo.com](mailto:saladofiredept@yahoo.com)

5. The Village agrees to provide the Department with copies of all pertinent ordinances, codes and laws pertaining to the services to be rendered pursuant to this contract.
6. For and in consideration of the aforesaid services to be provided to the Village by the Department, the Village agrees to pay the Department an annual fee of \$360,000.00, such fee to be paid in one lump sum.
7. The SVFD shall semi-annually account to the Village of Salado for all expenses and receipts, by filing semi-annual reports, one in the month of January~~on May 31<sup>st</sup>~~ of each year for the previous six months and one in the month of July~~on November 30<sup>th</sup>~~ of each year for the previous six months, in a form agreed to by the Village.
8. The term of this agreement shall be for one year commencing January 1, 2015~~May 1, 2013~~ and ending December 31, 2015~~April 30, 2014~~.
9. The Village agrees to indemnify and hold the Department harmless for any damages that occurred from an inability to respond, or from a made response, if every effort was made to respond, and made responses were done within the best capabilities of the Department at the time of occurrence.
10. The Department agrees to indemnify and hold the Village harmless from any damages occurring from the alleged negligence of the Department, its agents, volunteers, servants and employees.

11. EXECUTION OF AGREEMENT

An executed original of this Contract shall be kept on file in the VILLAGE Secretary's Office.

THE VILLAGE OF SALADO, TEXAS

THE SALADO VOLUNTEER FIRE DEPARTMENT

\_\_\_\_\_  
Skip Blancett, Mayor

\_\_\_\_\_  
By:

ATTEST:

ATTEST:

\_\_\_\_\_  
Douglas Hansen  
Village Secretary

\_\_\_\_\_  
By:

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2015, by Skip Blancett, Mayor of the Village of Salado, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

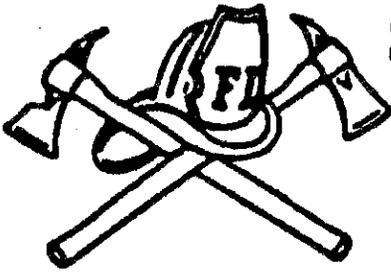
**SINGLE ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 2015, by Shane Berrier, Chief, Salado Volunteer Fire Department.

\_\_\_\_\_  
Notary Public, State of Texas



# Salado Fire Department

P.O. Box 503

Salado, Texas 76571

Tel. 254-947-8961 • Fax 254-947-1006

January 19, 2015

To: Village of Salado

Subject: Semi-Annual Budget Report July 1, 2014-December 31, 2014

Please find attached our semi-annual budget report for the Salado Volunteer Fire Department. It should be noted that the annual money received from the Village of Salado is placed in the Maintenance Fund Account and used primarily for vehicle maintenance, training, building maintenance and insurance payments.

Over the past six months the department has responded to 97 emergency medical calls, 26 structural/other calls, and 21 motor vehicle accident calls in the city limits of Salado.

Any questions may be addressed to the undersigned.

A handwritten signature in black ink, appearing to read 'Shane Berrier', is written above the printed name.

Shane Berrier  
Fire Chief, Salado Vol. Fire Dept.

Enclosure 1: Profit and Loss Report

Enclosure 2: Balance Sheet

**Salado Volunteer Fire Department**  
**PROFIT AND LOSS**  
 July - December, 2014

	<b>TOTAL</b>
<b>Income</b>	
Donations	50,289.03
EMS Run Money	7,916.66
Refunds-Allowances	11,296.58
Run Money	27,950.43
Sales	57,155.18
Square Millage	4,555.91
<b>Total Income</b>	<b>\$159,163.79</b>
<b>Gross Profit</b>	<b>\$159,163.79</b>
<b>Expenses</b>	
2014 Truck Payment	3,406.92
Book Keeper	770.00
Change In Value	7,933.87
Dues & Subscriptions	165.00
Fees	1,970.64
Fuel Expense	5,837.33
Gift	74.13
Insurance	10,170.00
Meals and Entertainment	2,120.01
Other General and Admin Expenses	60.00
Payroll Expenses	54.37
Taxes	1,956.29
Wages	22,860.12
<b>Total Payroll Expenses</b>	<b>24,870.78</b>
Reimbursement	636.69
Rent or Lease	5,670.00
Repair & Maintenance	15,456.16
Smokin Sneakers Event	360.00
Subcontractors	19,820.60
Supplies	69,262.63
Taxes & Licenses	15,062.32
Utilities	4,254.08
<b>Total Expenses</b>	<b>\$187,901.16</b>
<b>Net Operating Income</b>	<b>\$ (28,737.37)</b>
<b>Other Income</b>	
Interest Earned	11,147.22
Other Ordinary Income	3,753.62
<b>Total Other Income</b>	<b>\$14,900.84</b>
<b>Net Other Income</b>	<b>\$14,900.84</b>
<b>Net Income</b>	<b>\$ (13,836.53)</b>

## Salado Volunteer Fire Department

## BALANCE SHEET

As of December 31, 2014

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Bingo	27,161.37
Maintenance Fund	90,127.76
Membership Fund	67,638.10
Special Events Acct	13,346.58
Total Bank Accounts	<u>\$198,273.81</u>
Other current assets	
Wells Fargo Advisors	218,109.02
Total Other current assets	<u>\$218,109.02</u>
Total Current Assets	<u>\$416,382.83</u>
<b>TOTAL ASSETS</b>	<u><u>\$416,382.83</u></u>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan Income For 2014 F-150	25,000.00
Payroll Liabilities	
Federal Taxes (941/944)	759.62
TX Unemployment Tax	15.29
Total Payroll Liabilities	<u>774.91</u>
Total Other Current Liabilities	<u>\$25,774.91</u>
Total Current Liabilities	<u>\$25,774.91</u>
Total Liabilities	<u>\$25,774.91</u>
Equity	
Opening Balance Equity	303,726.68
Retained Earnings	30,240.85
Net Income	56,640.39
Total Equity	<u>\$390,607.92</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u><u>\$416,382.83</u></u>

Monday, Jan 19, 2015 10:27:58 AM PST GMT-6 - Cash Basis

Named Insured:  
SALADO VOLUNTEER FIRE DEPARTMENT

Policy Number: VFIS-TR-2059927-07/000  
Policy Period: From 11-15-2014  
To 11-15-2015

## MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

THIS IS CLAIMS MADE COVERAGE. PLEASE READ THE POLICY CAREFULLY.

### Limits of Insurance

Aggregate Limit	\$ 3,000,000	Coverage A and B Combined
Coverage A	\$ 1,000,000	Each Wrongful Act or Offense
Coverage B	\$ 50,000	Each Action for Injunctive Relief
Deductible (Coverage A only)	\$ 0	Each Wrongful Act or Offense

Estimated Coverage Part Premium: \$ 350.00

Taxes, Fees and Surcharges:

Total Premium: \$ 350.00

### Management Liability Forms

See Schedule of Forms and Endorsements

Named Insured:  
SALADO VOLUNTEER FIRE DEPARTMENT

Policy Number: VFIS-CM-1056176-07/000  
Policy Period: From 11-15-2014  
To 11-15-2015

Vehicle # 1

Insured's #:  
Insured Entity:

Year: 1993  
Make: FREIGHTLINER  
Model: PUMPER  
V.I.N.: 1FVGJLCB3R1743583  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 100,000	\$ 500	\$ 66
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 100,000	\$ 500	\$ 125
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 372

Vehicle # 2

Insured's #:  
Insured Entity:

Year: 1995  
Make: INT'L  
Model: RESCUE LT  
V.I.N.: 1HTSCABN3TH233362  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 100,000	\$ 500	\$ 66
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 100,000	\$ 500	\$ 125
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 372

Named Insured:  
SALADO VOLUNTEER FIRE DEPARTMENT

Policy Number: VFIS-CM-1056176-07/000  
Policy Period: From 11-15-2014  
To 11-15-2015

Vehicle # 3

Insured's #:  
Insured Entity:

Year: 1998  
Make: FREIGHTLINER  
Model: TANKER  
V.I.N.: 1FV6JLCB5WH928147  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 150,000	\$ 500	\$ 83
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 150,000	\$ 500	\$ 195
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 459

Vehicle # 4

Insured's #:  
Insured Entity:

Year: 1999  
Make: FORD  
Model: BRUSH VEH  
V.I.N.: 1FDAF57FXXEC01441  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 65,000	\$ 500	\$ 68
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 65,000	\$ 500	\$ 135
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 384

Named Insured:  
SALADO VOLUNTEER FIRE DEPARTMENT

Policy Number: VFIS-CM-1056176-07/000  
Policy Period: From 11-15-2014  
To 11-15-2015

Vehicle # 5

Insured's #:  
Insured Entity:

Year: 1999  
Make: FORD  
Model: BRUSH VEH  
V.I.N.: 1F1F57F3XE1394378  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 65,000	\$ 500	\$ 68
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 65,000	\$ 500	\$ 135
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 384

Vehicle # 6

Insured's #:  
Insured Entity:

Year: 1997  
Make: DODGE  
Model: BRUSH VEH  
V.I.N.: 1B6MF36D9VJ595481  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 65,000	\$ 500	\$ 68
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 65,000	\$ 500	\$ 135
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 384

Named Insured:  
SALADO VOLUNTEER FIRE DEPARTMENT

Policy Number: VFIS-CM-1056176-07/000  
Policy Period: From 11-15-2014  
To 11-15-2015

Vehicle # 7

Insured's #:  
Insured Entity:

Year: 2006  
Make: FORD  
Model: FIRST RESPONDER  
V.I.N.: 1FDAW57P76EC74757  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 84,000	\$ 500	\$ 115
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 84,000	\$ 500	\$ 310
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 606

Vehicle # 8

Insured's #:  
Insured Entity:

Year: 2009  
Make: FORD  
Model: UTILITY/S  
V.I.N.: 1FTSW21579EA64159  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 30,000	\$ 500	\$ 92
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 30,000	\$ 500	\$ 232
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 505

Named Insured:  
SALADO VOLUNTEER FIRE DEPARTMENT

Policy Number: VFIS-CM-1056176-07/000  
Policy Period: From 11-15-2014  
To 11-15-2015

Vehicle # 9

Insured's #:  
Insured Entity:

Year: 1995  
Make: FORD  
Model: PUMPER  
V.I.N.: 1FDX7F0J9SVA53408  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 75,000	\$ 500	\$ 63
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 75,000	\$ 500	\$ 116
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 360

Vehicle # 10

Insured's #:  
Insured Entity:

Year: 1993  
Make: MACK  
Model: TANKER  
V.I.N.: 1M2B206C9PM010867  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 10,000	\$ 500	\$ 24
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 10,000	\$ 500	\$ 29
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 234

Named Insured:  
SALADO VOLUNTEER FIRE DEPARTMENT

Policy Number: VFIS-CM-1056176-07/000  
Policy Period: From 11-15-2014  
To 11-15-2015

Vehicle # 1

Insured's #:  
Insured Entity:

Year: 2006  
Make: FORD  
Model: COMMAND  
V.I.N.: 1FTSX21P76ED52578  
Valuation: Actual Cash Value

Use:  
Class Code: 790800  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 75
Personal Injury Protection (PIP)	See Endorsement		\$ 2
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 103
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	ACV	\$ 500	\$ 24
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	ACV	\$ 500	\$ 96
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 300

Vehicle # 12

Insured's #:  
Insured Entity:

Year: 1984  
Make: MILITARY  
Model: BRUSH VEH  
V.I.N.: C523-4202  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 50,000	\$ 500	\$ 36
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 50,000	\$ 500	\$ 68
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 285

Named Insured:  
SALADO VOLUNTEER FIRE DEPARTMENT

Policy Number: VFIS-CM-1056176-07/000  
Policy Period: From 11-15-2014  
To 11-15-2015

Vehicle # 13

Insured's #:  
Insured Entity:

Year: 2013  
Make: FORD  
Model: BRUSH VEH  
V.I.N.: 1FDUF4HY9DEA09480  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 75,000	\$ 500	\$ 115
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 75,000	\$ 500	\$ 389
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 685

Vehicle # 14

Insured's #:  
Insured Entity:

Year: 2014  
Make: FORD  
Model: FIRST RESPONDER  
V.I.N.: 1FTFW1EF9EKD27181  
Valuation: Agreed Value

Use:  
Class Code: 790900  
State: TX  
Territory: 051

Coverages:	Limit of Insurance	Deductible	Premium
Liability (combined single limit)	\$ 500,000		\$ 102
Personal Injury Protection (PIP)	See Endorsement		\$ 1
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)	\$ 100,000		\$ 78
Underinsured Motorists (UIM)	\$ 100,000		INCL
Physical Damage -- Comprehensive	\$ 30,000	\$ 500	\$ 92
Physical Damage -- Specified Causes of Loss			
Physical Damage -- Collision	\$ 30,000	\$ 500	\$ 289
Physical Damage -- Towing and Labor			
Other Auto Coverages			
Total:			\$ 562

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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02/19/15  
Item #4H  
Consent Agenda  
Page 1 of 2

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Consider 1) ratifying an Agreement for Control of Animal Damage with the United States Department of Agriculture - Animal and Plant Health Inspection Service in cooperation with Texas Wildlife Services; and 2) authorizing an exemption from Section 4 of Ordinance No. 2008.23 Fireworks, Restrictions on the Sale, Use and Possession or Discharge of Fireworks, to allow discharge of fireworks for the purpose of mitigating the buzzard problem

**STAFF RECOMMENDATION:** Staff recommends approval.

**ITEM SUMMARY AND ANALYSIS:** During the BOA meeting on February 5, 2015, Adam Henry of the USDA Wildlife Services program described the process and action needed to assist with the buzzard problem. At this meeting, the BOA instructed staff to bring this item forth for consideration at the February 19 meeting.

In March of 2010, the Chief of Police executed an agreement with the USDA to provide damage control activities for buzzards, coyotes, bobcats, and beavers. The agreement continues to be valid, and is an evergreen agreement that remains effective unless revoked by either party by a 30 day written notice. Since this agreement was already executed, staff is requesting a ratification of the agreement.

The letter that was attached to the agreement authorized use of firearms, various traps, snares, and other lethal control methods. If the agreement is ratified, staff will revise the letter for the Mayor's signature to include fireworks and any other method recommended by the USDA.

A separate action is not needed in regard to the Noise Ordinance, Ordinance No. 2008.07. An exception is already provided as follows:

#### **4A. EXCEPTIONS**

The provisions of this Ordinance shall not apply to:

(2) Sound produced by duly authorized officers, agents or employees of a government agency in the performance of a governmental function

An exemption is needed for Ordinance No. 2008.23, Fireworks. Below is the relevant language:

#### **SECTION 4. RESTRICTIONS ON THE SALE, USE, POSSESSION OR DISCHARGE OF FIREWORKS**

(A) No person may sell fireworks within the Village boundaries.

(B) No person may use or discharge fireworks within the Village boundaries.

(C) No person may be in possession of fireworks with the intent to discharge such fireworks

within the Village boundaries.

**FISCAL IMPACT:** n/a

**ATTACHMENTS:**

Executed Agreement – signed March 2010

Previous Letter Sent to the US Department of Agriculture – Texas Wildlife Services Division

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
ANIMAL DAMAGE CONTROL

Agreement 303131

AGREEMENT FOR CONTROL OF ANIMAL DAMAGE  
ON NON-PRIVATE PROPERTY

Date 03/2/10  
MM DD YY

TYPE OF AGREEMENT - "/ ALL THAT APPLY

1. Temporary Agreement       3. Continuation Form  
 2. Urban Agreement       4. Amendment of an Existing Agreement  
 5. Addendum on File  
 6. Supplement is not Required  
 7. Special Considerations in Section 6

PLEASE PRINT CLEARLY

**SECTION 1**

Cooperator's Name: CITY OF SALADO

Cooperator's Address: 301 N. STAGECOACH DR. SALADO, TX. 76571  
Street City/State/Zip Code

Common Name: \_\_\_\_\_

Representative's Name: JACK HEASLEY, CHIEF OF POLICE RSV 947 51681  
Area Code Telephone Number

**SECTION 2**

A. ADC Employee Name, ADC Code, State Code, and County Code  
REAS  
ADC Employee Name  
 ADC Code: 728  
ADC Code  
 ADC Employee Name: \_\_\_\_\_  
 ADC Code: \_\_\_\_\_  
 State: TX  
State  
 County: BELL  
County

B. List each Land Class with its Corresponding Acreage

LAND CLASS	ACRES
1st	<input type="text"/>
2nd	<input type="text"/>
3rd	<input type="text"/>
4th	<input type="text"/>
Total Acreage Protected:	<u>0.27</u>

C. If this is an Adjoining Property Agreement, List the Properties Protected

<input type="text"/>

D. List all Species to be Targeted During Damage Control Activities

SPECIES	CODE
<u>BLACK RAT</u>	<input type="text"/>
<u>COYOTES</u>	<input type="text"/>
<u>CAT</u>	<input type="text"/>
<u>DOG</u>	<input type="text"/>
<u>WOLF</u>	<input type="text"/>

**SECTION 3**

In consideration of the benefits to be derived from the proper control of damage caused by those species listed in Section 2(D) of the agreement, the undersigned authorized representative of the above listed cooperator, do hereby give my consent, and concurrence, to the Animal and Plant Health Inspection Service (APHIS), (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by the cooperator, I represent, and identified by this agreement, the following methods and devices:

METHOD	CODE	METHOD	CODE	METHOD	CODE	METHOD	CODE
<u>CAGE TRAP</u>	<input type="text"/>	<u>SNARES</u>	<input type="text"/>	<u>POISON</u>	<input type="text"/>		<input type="text"/>
<u>FIRE ARMS</u>	<input type="text"/>	<u>LEGHOLD</u>	<input type="text"/>		<input type="text"/>		<input type="text"/>

**SECTION 4**

I, as representative of the cooperator, have been informed of the methods and the manner in which the control materials and devices listed in Section 3 will be used, and of the possible hazards associated with their use. I understand that APHIS, again, to include its officials, employees, and agents will exercise reasonable precautions to safeguard all persons and to prevent injury to animal life other than those listed in Section 2(D) above, guard against the mishandling of control devices and materials, and exercise due caution and proper judgment in all control operations.

**SECTION 5**

In consideration of these understandings and of the benefits to be derived, the cooperator that I represent, agrees to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to property owned by the cooperator or under the cooperator's control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place out for the purpose of notifying persons entering onto such lands of the possible hazards associated with animal control measures in use thereon; and to give adequate warning to persons authorized by the cooperator to enter onto such lands, of these possible hazards.

In recognition of the benefits to be derived from the use of the specified methods and devices authorized by this agreement, the cooperator that I represent agrees not to concurrently use or allow to be used upon lands covered by this agreement, any toxic material that might reasonably be expected to take a species listed in the above Section 2(D), unless such use of said toxicant is agreed to by APHIS in writing.

**This agreement may be revoked by either party by a 30-day written notice.**

**SECTION 6**

Special Considerations: \_\_\_\_\_

SIGNATURE AND TITLE (Cooperator's Representative) <u>Jack Heasley, Chief of Police</u>	ADDRESS <u>301 N. Stagecoach Dr. Salado, TX</u>	DATE <u>3-15-10</u>
SIGNATURE AND TITLE (APHIS Representative) <u>Scott Ellis, W.D.M.T.</u>	ADDRESS <u>13920 Roads Lake Cr.</u>	DATE <u>3-12-10</u>

301 Stagecoach Road  
Salado, Texas 76571

VILLAGE OF SALADO  
Police Department

254-947-5681  
fax 254-947-5061

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Jack C. Hensley, Chief of Police

March 12, 2010

U.S. Department of Agriculture  
Texas Wildlife Services Division  
501 W. 10<sup>th</sup> St. Room B-10  
Fort Worth, TX 765102-3637

To whom it may concern:

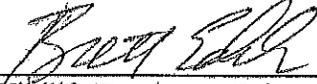
Due to ongoing reported and observed black buzzard, beaver, coyotes, and bobcat damage in the location of Salado, Texas, the United States Department of Agriculture, Wildlife Services in cooperation with Texas Wildlife Services, a division of Texas A&M Agricultural Extension Service, hereafter designated the Texas Wildlife Services is requested by this authority to mitigate this problem by employing standard control methods normally utilized by the agency. This may include the use of firearms, various traps, snares, or other lethal control methods. Reasonable caution will be expected to be employed while conducting control operations, but no other liability will be held against the Texas Wildlife Services.

It is agreed that the City of Salado concurs with the methods to be used and will assist, when necessary with the completion of this effort in order to safeguard the public and to conclude the project in an uneventful and efficacious manner.

City Representative

  
\_\_\_\_\_  
Chief of Police, Jack Hensley

Wildlife Services employee

  
\_\_\_\_\_  
Wildlife Employee, Britt Edds

# BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

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02/19/15  
Item #5  
Regular Agenda  
Page 1 of 1

**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 2.4.C.1., Application and Appendix C, Zoning Fee Schedule, amending Zoning Fees.

**STAFF RECOMMENDATION:** Staff recommends approval, subject to Ordinance Committee review and revisions. Revisions will be available at or before the meeting.

**ITEM SUMMARY AND ANALYSIS:** At the February 5, Board of Aldermen workshop, staff presented a survey of surrounding area development fees. In most case types, the Village fees were below comparable cities. At the meeting, it was also discussed that current fees were not covering engineering review and inspection expenses. At the workshop, the BOA directed staff to bring forward an ordinance amending the fees, and to propose fees that reflect the survey average as well as including recovery of engineering fees.

**FISCAL IMPACT:** Adjustment of fees will allow the Village to pass on professional services costs associated with development including engineering, planning, and legal. Currently, fees are not set to cover actual costs.

**ATTACHMENTS:**

Planning and Zoning Fee Amendment Ordinance  
Development Fee Survey

**Ordinance No. 2015.04  
Village of Salado  
County of Bell  
State of Texas**

**PLANNING AND ZONING FEE AMENDMENTS**

**An ordinance of the Village of Salado, Texas, amending Article II, SECTIONS 2.4C1 AND appendix c OF ordinance no. 2013.08, zoning ordinance, to revise the fee schedule; 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 these fees have been determined based upon the Village’s costs, including staff and contract engineering costs, to review, process, and administer zoning cases for the purpose of promoting public health, safety, and welfare; 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 2.4C1 and Appendix C 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 February 19, 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:

\_\_\_\_\_  
Douglas Hansen, Village Secretary

*Attachment "A"*

**VILLAGE OF SALADO**

# VILLAGE ORDINANCES

## Zoning Ordinance, No. 2015.04

### Article II: Zoning Procedures and Administration

#### Section 2.4C: Changes and Amendments to Zoning Ordinances and Districts, and Administrative Procedures

##### C. Application

1. Each application for zoning or for an amendment or change to the existing provisions of this Zoning Ordinance shall be made in writing on an application form available at the Village in the office of the Village Secretary, filed with the Village, and shall be accompanied by payment of the appropriate fee. See Appendix C, Zoning Fee Schedule. The application shall also be accompanied by additional information materials, such as plans, maps, exhibits, legal description of property, architectural elevations, information about proposed uses, as deemed necessary by the Mayor/Village Administrator or his/her designee, in order to ensure that the written request is understood. A concept plan shall be submitted as prescribed in Section 2.6 of this Ordinance, along with any zoning request involving the formation of a Planned Development District.

## APPENDIX C: ZONING FEE SCHEDULE

Zoning Application:	\$200.00 plus \$3.00/acre — residential districts \$300.00 plus \$5.00/acre — non residential districts <u>Residential and Non-Residential</u> \$400.00 plus \$6.00/acre — <u>Planned Development</u>
Zoning Appeals:	\$100.00 plus \$6.00/acre
<del>Land Study:</del>	<del>\$150.00 plus \$1.00/acre</del>
Site Plan:	<del>\$No charge when submitted with a zoning request</del>
Otherwise, _____	<del>\$150.00 plus \$6.00/acre \$300.00 plus \$50.00/ac plus actual professional fees*</del>
<del>Infrastructure inspection</del>	<del>Actual professional fees</del>
<del>Preliminary Plat:</del>	<del>\$125.00 plus \$4.00/lot</del>
Single Lot: _____	\$125.00
Final Plat: _____	\$150.00 plus \$7.00/acre for non residential districts  \$150.00 plus \$30.00/acre with ED Zoning District  \$150.00 plus \$5.00/lot all other districts
Replat: _____	\$125.00 plus \$5.00/lot
Variance Request:	<del>\$75.00</del> 250.00
Zoning Ordinance Amendment Request:	<del>\$75.00</del> 250.00
Conditional Use Permit	\$200.00
Appeal _____	\$100.00 plus \$4.00/acre
Annexation:	\$150.00
Abandonment:	\$200.00
Street Use License:	\$150.00
License to Encroach:	\$150.00

~~Development Agreement: \$5,000.00 (not refundable) plus \$5,000.00 professional service deposit. Total fees shall be \$5,000.00 plus actual costs of professional services plus 10%\*~~

~~\*Professional Cost Deposits are required on plat and site development permits submission requiring legal engineer, and/or other professional service reviews or consultations. Deposits will be calculated based on \$1,000 per acre not to exceed \$10,000 for the initial deposit. Professional Services fees will be deducted from the deposit as costs to the Village are incurred at a rate of the Actual Cost of Professional Service plus 10.0%. Deposits must be maintained through the life of the project.~~

Development Fees - Major Fees Only - Not All Inclusive

	Rezoning	Site Plan w infra. & construct. Plans	Specific Use	Variance Request	Administrative Plat	Preliminary Subdivision Plat	Final Subdivision Plat	Replats, Developments, Amendments, Etc	Preliminary/ Final Combined	Preliminary 1- lot Subdivision Plat
Belton	\$250.00		\$250.00	\$250.00	\$200.00	\$250.00 + \$3.00 per lot	\$250.00 + \$3.00 per lot		unk - likely charge combo prelim & final	\$250.00 + \$10.00 per acre
Harker Heights	\$200.00		\$200.00	\$150	\$3/acre + \$150	\$500.00 + \$25.00 per lot	\$150.00	\$150+ \$3/acre	unk - likely charge combo prelim & final	
		=<1 ac \$250+ eng cost; >1 ac = \$250+\$50/ ac				\$350.00 (1st 10 lots) + \$25.00 per lot over 10 + Engineer fees	\$350.00 (1st 10 lots) + \$25.00 per lot over 10 + Engineer fees	\$100 (1st 10 lots) + \$20.00 per lot over 10 + Engineer fees	unk - likely charge combo prelim & final	
Nolanville	\$200.00		\$200.00	\$200.00	\$100.00	\$900 + \$20 per acre or lot whichever is greater	\$800 + \$25 per acre or lot whichever is greater			
	\$500 0-5 ac; each addn'l ac is \$75	\$750+\$17 5/acre over 1 ac	\$500.00	\$350.00	\$300.00			\$300	\$400+\$12.50/ac or lot whichever is greater	
Georgetown	\$250 + \$50/acre if over 1	\$350 +Eng Cost +12.5%	\$250.00	\$250.00	\$200.00 + Eng Cost + 12.5%	\$350.00 + Eng Cost	\$350.00 + Eng Cost	Replat \$200.00 + Eng Cost + 12.5%	unk - likely charge combo prelim & final	
Lago Vista	\$75.00	0	\$200.00	\$75.00	\$140	\$350.00 + \$10/lot + \$10/acre	\$100.00+\$10/ac +\$5/lot	\$140	unk	\$140.00
Salado	\$75.00		\$200.00	\$75.00	\$140					

Development Fees - Major Fees Only - Not All Inclusive

	Final 1-lot Subdivision Plat	Minor or Amending Plat Approval	Development Concept Plan Approval	Certificate of Occupancy Inspection	Infrastructure Inspection	Infrastructure plans
<b>Belton</b>	\$250.00 + \$10.00 per acre	\$200	\$200	0	Actual Cost +10%	actual cost
<b>Harker Heights</b>		\$150 + \$3/ac	\$150.00 +\$10.00 each lot over 10 + Engineer Fees	\$50	\$25 per inspection 1 ac: \$250+eng consult fee; >1 ac \$250+\$50/a c+ eng consult fee	Same as infra inspect??
<b>Nolanville</b>	1/acre or less \$250 + Engineer fees; over 1 acre same + \$50 each addnl acre	\$100.00 + \$25.00 lot + Engineer fees		\$50 res, \$100 com		
<b>Georgetown</b>		\$300		\$50 per inspection		\$300+100 /ac
<b>Lago Vista</b>		Amending - \$250.00	\$250.00 + Eng Cost	\$75	Eng serv cost +12.5%	\$350+ Eng cost
<b>Salado</b>	\$140	\$140.00	\$140.00	0	\$0.00	\$0.00

# BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

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02/19/15  
Item #6  
Regular Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Hold a public hearing and consider adopting an ordinance authorizing amendment to Ordinance 2009.03, Subdivision Regulations, Section VII 7.1(d) Schedule of Fees and Re-Submission Requirements, amending Development Fees.

**STAFF RECOMMENDATION:** Staff recommends approval, subject to Ordinance Committee review and revisions. Revisions will be available at or before the meeting.

**ITEM SUMMARY AND ANALYSIS:** At the February 5, Board of Aldermen workshop, staff presented a survey of surrounding area development fees. In most case types, the Village fees were below comparable cities. At the meeting, it was also discussed that current fees were not covering engineering review and inspection expenses. At the workshop, the BOA directed staff to bring forward an ordinance amending the fees, and to propose fees that reflect the survey average as well as including recovery of engineering fees.

**FISCAL IMPACT:** Adjustment of fees will allow the Village to pass on professional services costs associated with development including engineering, planning, and legal. Currently, fees are not set to cover actual costs.

**ATTACHMENTS:**

Subdivision Development Fee Ordinance and Amendments

**Ordinance No. 2015.05**  
**Village of Salado**  
**County of Bell**  
**State of Texas**

## **DEVELOPMENT FEE AMENDMENTS**

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, AMENDING ARTICLE VII, SECTION 7.1(d) SCHEDULE OF FEES AND RE-SUBMISSION REQUIREMENTS OF ORDINANCE NO. 2009.03, SUBDIVISION ORDINANCE, TO REVISE THE FEE SCHEDULE; 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 these fees have been determined based upon the Village’s costs, including staff and contract engineering costs, to review, process, and administer subdivision cases for the purpose of promoting public health, safety, and welfare; 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 VII, Section 7.1(d) of Ordinance No. 2009.03 is 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 February 19, 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:

\_\_\_\_\_  
Douglas Hansen, Village Secretary

**VILLAGE OF SALADO**  
**VILLAGE ORDINANCES**

**Subdivision Ordinance, No. 2015.05**

**Article VII: FILING FEES AND PLAT RE-SUBMISSION REQUIREMENTS**

**Section 7.1: Schedule of Fees and Re-Submission Requirements**

d. All required fees, unless specifically stated otherwise herein, shall be paid as required in other sections of this Ordinance. Final observation and review fees may be paid at the time the actual review (i.e., final "walk-through") of the project is undertaken. The fee schedule is as follows:

~~Concept Plan~~ — ~~A drawing of the overall conceptual layout of a proposed development, superimposed upon a topographic map which generally shows the anticipated plan of development, and which serves as a working base for noting and incorporating suggestions of the Village's administrative officers, the Commission, the Board of Aldermen, and others who are consulted prior to preparation of the construction plat. A concept plan is also sometimes referred to as a "preliminary site plan" or a "land study".~~  
~~\$140~~

~~Minor Plat~~ — ~~The creation of a single lot subdivision or the division of an existing lot.~~ \$140

~~Construction Plat~~ — ~~Multi-lot subdivisions prior to staff review.~~  
~~\$350.00+~~

~~\$10.00/acre+~~ — ~~Preliminary may be used for general lot lines~~

~~\$10.00/lot~~ — ~~Prior to submission of construction drawings~~

~~Final Plat~~ — ~~Multi-lot subdivision after staff review and modification.~~  
~~\$100.00+~~

~~\$10.00/acre~~ — ~~Final must include all construction drawings "certified" by~~

~~\$5.00/lot~~ — ~~A registered engineer~~

~~Replat~~ — ~~Minor change to an existing subdivision lot~~ \$140.00

Concept Plan/Master Plan	\$200.00 plus actual professional fees*
Minor/Administrative/Amending Plat	\$200.00 plus actual professional fees
Construction Plat	\$ (COMMITTEE RECOMMENDATION AT MEETING) ??? plus actual professional fees*
Final Plat	\$xxx (COMMITTEE RECOMMENDATION AT MEETING) ??? plus actual professional fees*
Replat	\$200.00 plus actual professional fees
Construction/Final Plat Combined	\$xxx (COMMITTEE RECOMMENDATION AT MEETING)
Vacation of Recorded Plat	\$150.00 plus actual professional fees
Infrastructure Inspection	Actual professional fees + 10% administrative fee
Appeals	\$150.00

Development Agreement: \$5,000.00 (not refundable) plus \$5,000.00 professional service deposit. Total fees shall be \$5,000.00 plus actual costs of professional services plus 10%\*

\*Professional Cost Deposits are required on plat and site development permits submission requiring legal engineer, and/or other professional service reviews or consultations. Deposits will be calculated based on \$1,000 per acre not to exceed \$10,000 for the initial deposit. Professional Services fees will be deducted from the deposit as costs to the Village are incurred at a rate of the Actual Cost of Professional Service plus 10.0%. Deposits must be maintained through the life of the project.



## BOARD OF ALDERMEN/ZONING BOARD OF ADJUSTMENT AGENDA ITEM

02/19/2015  
Item # 7  
Page 1 of 4

**APPLICANT:** Curt Doucet

**CASE MANAGER:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Hold a public hearing to consider a variance to Ordinance 2013.08, Section 4.1G1(a) for the location of an accessory building located at 400 Hay Meadow Drive

**BACKGROUND:** This variance request is for an accessory building to be located outside of the rear yard. The accessory building in question is already erected on the property and is located in the front yard. The request proposes to allow the portable building to stay in its present location as a non-conforming accessory building. The applicant proposes to expand the existing main residence, build a garage, and to modify the accessory building so that the siding, rock/stone work, metal roofing, and landscaping match the materials used on both the main residence and the garage.

The applicant has submitted a building permit application on 02/12/2015 to start renovations on the main residence. Once the building permit application is approved, the applicant will begin construction which is anticipated to last for twelve (12) months. Should a variance be granted, the applicant understands it would be conditional upon completion of improvements within 12 months at which time, the variance would be permanent. Should improvements not take place within the required time frame, the variance would be revoked and the accessory building would once again be in violation of said ordinance and would be required to be removed.

If this variance is not granted or at any time becomes revoked, the accessory building must be either relocated to conform to Ordinance 2013.08, Section 4.1G1(a) or be removed from the property.

**Accessory Buildings:** (language taken directly from Ordinance)

Section 4.1

**G. Accessory Buildings and Use Regulations:**

**1. Accessory Buildings:** An accessory building that is less than one hundred and fifty (150) square feet in size shall be required to have a building permit to comply with placement regarding setbacks, adjacent buildings, and zoning. An accessory building that is one hundred and fifty (150) square feet or greater in size shall be required to have a building permit.

a. **Residential Districts** - In a single-family or multiple-family district, an accessory building is a subordinate or incidental building, attached to or detached from the main building, not used for commercial purposes and not rented. Accessory buildings shall be located toward the rear portion of the property.

The Board may authorize, in specific cases, a variance from the terms of the Ordinance if the variance is not contrary to the public interest and, due to special conditions; a literal enforcement of the Ordinance would result in unnecessary hardship, and so that the spirit of the Ordinance is observed and substantial justice is done.

According to the Ordinance, the Board shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, the number of persons who will reside or work within the proposed use, and the probable effect such variance will have upon traffic conditions and upon the public health, safety, convenience and welfare of the community.

In order for the Board to be in favor of this request, the Board must make affirmative findings of the specific conditions of the request in relation to all of the following four (4) items:

<b>Conditions to be Met for Approval</b> <b>Section 2.3G1&amp;2</b>	<b>Staff Analysis</b>
<p>1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of the land; and</p>	<p>The special circumstance is the existing position of the main residence does not allow for the accessory building to be positioned in the rear yard due to lack of area behind the residence and out of the floodplain. The location of the main residence is in the same location as when the current property owner purchased it.</p>
<p>2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and</p>	<p>The variance is requested to allow the property owner to house the materials needed to renovate the main, build a garage, and renovate the accessory building to be later used as a storage building. The BOA should determine whether it believes there is a substantial property right for this use and location.</p>

<b>Conditions to be Met for Approval Section 2.3G1&amp;2</b>	<b>Staff Analysis</b>
<p>3. That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and</p>	<p>The variance for the accessory building will not affect the public health, safety or welfare. It is up to the BOA to determine whether this structure is injurious to adjacent property.</p>
<p>4. That the granting of the variance will not have the effect of preventing the orderly use of other land within the area in accordance with the provisions of this Ordinance.</p>	<p>The variance will not have the effect of preventing the orderly use of other land within the area.</p>

Additionally, the Board must make written findings that an undue hardship exists, using the following four (4) criteria:

<b>Conditions to be Met for Finding of Undue Hardship Section 2.3G3</b>	<b>Staff Analysis</b>
<p>1. That literal enforcement of the controls will create an unnecessary hardship or practical difficulty in the development of the affected property; and</p>	<p>The literal enforcement of the Ordinance does not allow for practical movement of the accessory building to the current rear yard.</p>
<p>2. That the situation causing the hardship or difficulty is neither self-imposed nor generally affecting all or most properties in the same zoning district; and</p>	<p>Previous owners created the situation where there is no room for accessory buildings in the rear yard. Moving the new, additional portable building in without a permit could have been avoided.</p>
<p>3. That the relief sought will not injure the permitted use of adjacent conforming property; and</p>	<p>The relief sought will not injure the permitted use of adjacent conforming property. Adjacent owners may still utilize and/or zone their property for single family residential purposes. It is up to the BOA to determine if marketability of the adjacent properties is affected.</p>
<p>4. That the granting of a variance will be in harmony with the spirit and purpose of these regulations.</p>	<p>As determined by the BOA.</p>

**STAFF RECOMMENDATION:** If approved, staff recommends that the BOA provide a conditional approval of the variance. The recommended conditions are as follows:

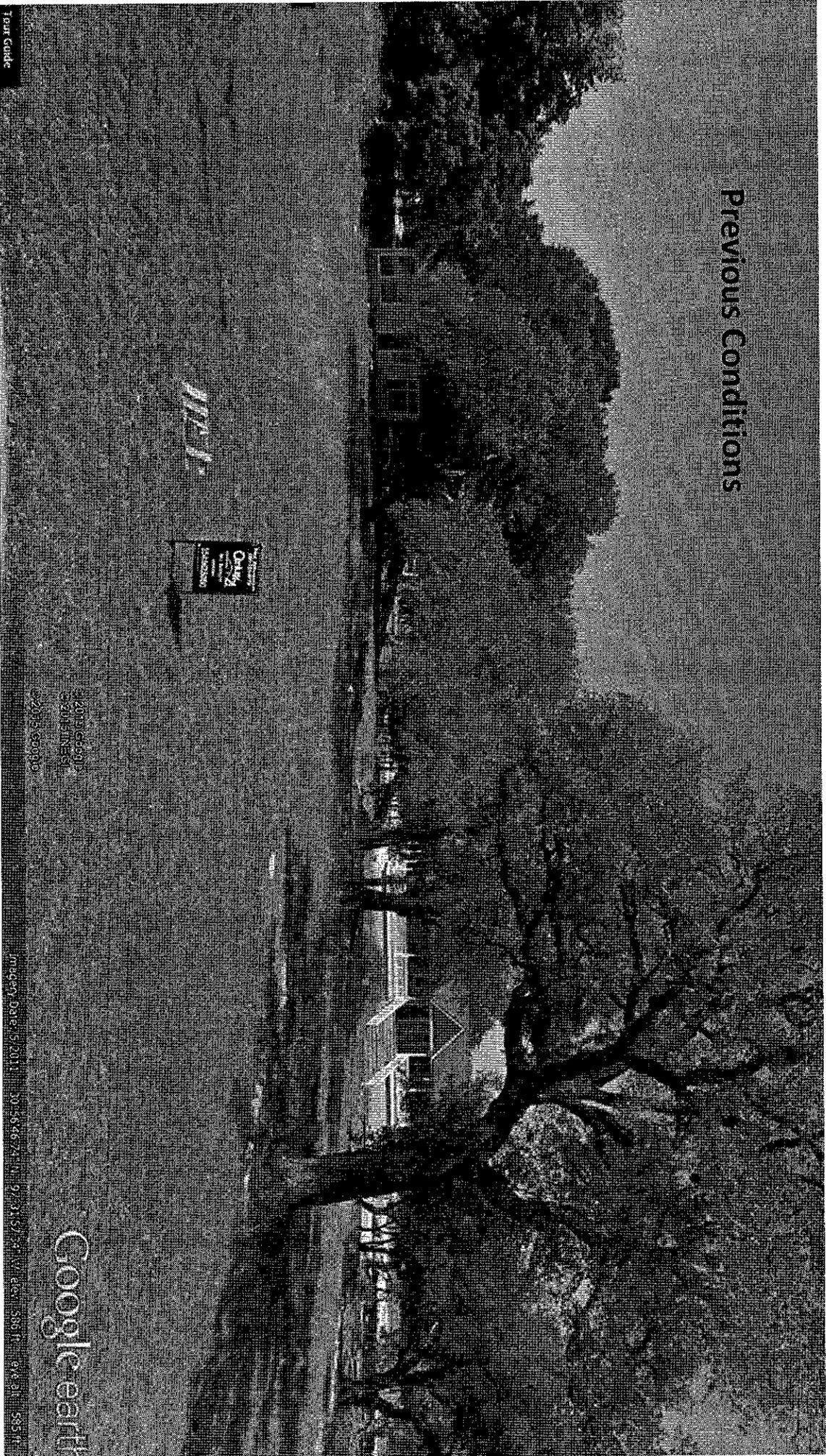
- Completion of all proposed renovations/additions/landscaping of the primary residence, garage, and accessory building within 12 months. Should work not be completed within the specified timeframe, the applicant would be required to come back to the BOA for an extension or be required to remove the accessory building.

Staff mailed 9 notices to property owners within 200 feet of the variance site. As of 12:00 pm on February 13, 2015, no responses were received. The newspaper printed notice of the public hearing on January 29, 2015, in accordance with state law and local ordinance.

**ATTACHMENTS:**

- Location Map
- Previous Conditions
- Photo of New Conditions
- Site Plan
- Variance Application
- Letter from Property Owner
- Drawing w/Notes from Property Owner
- 200' Notice List w/Map
- Diagram showing current front, side, and rear yards and showing future front, side, and rear yards after expansion of the primary residence

# Previous Conditions



Team Guide

© 2013 Google

Image Date: 5/2011 | 30.566721 N, 97.21152 W | Elev: 586 ft | 6x4 ft | 585 ft

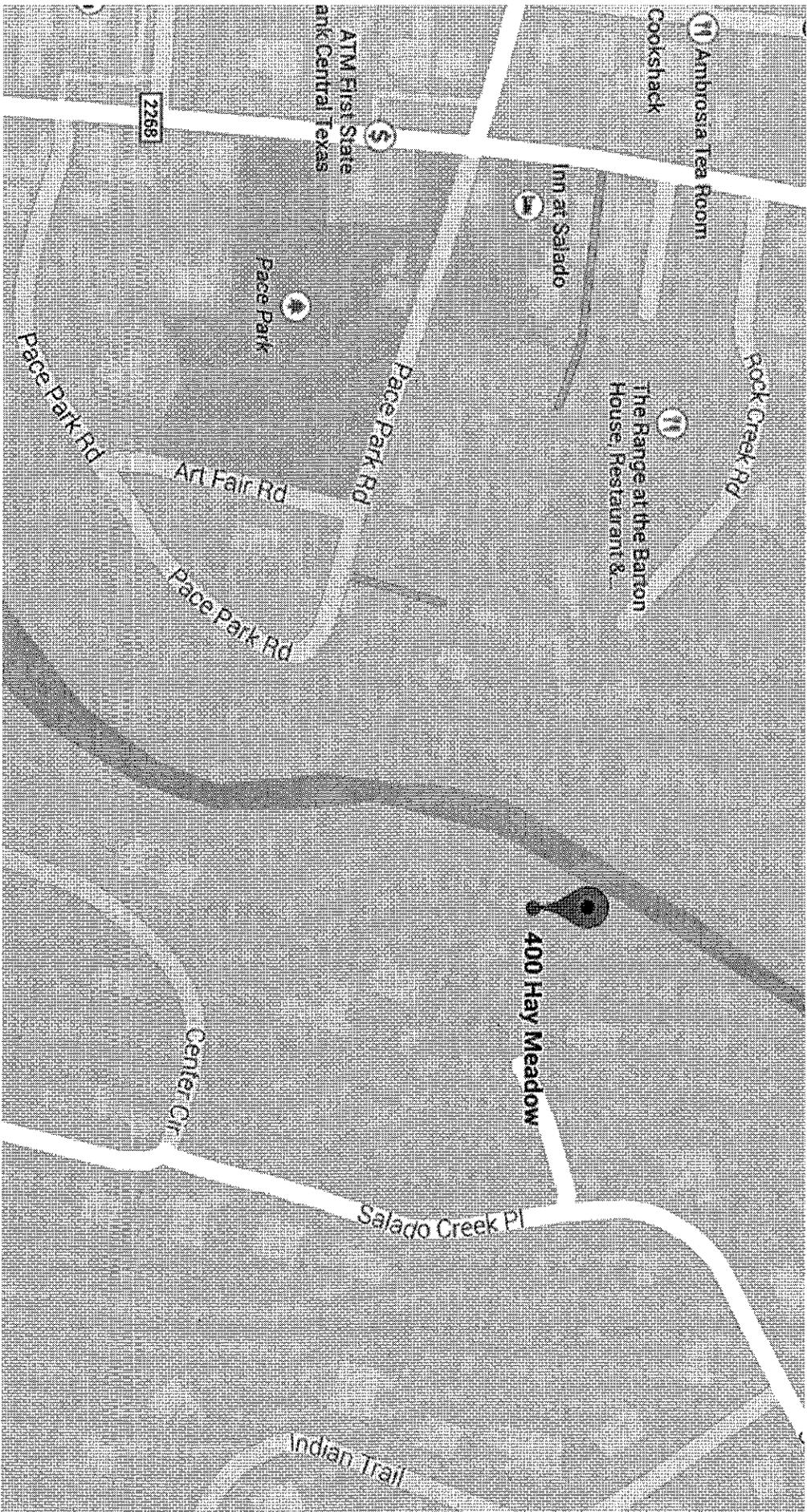
Google earth

New  
Conditions



02/13/2015

# Location Map







11/13/14 200 AMP Electric Sew.

(12007)



ZONING VARIANCE APPLICATION

Date: 12/30/14

APPLICANT

PROPERTY OWNER

Name: Curt & Laurie Doucet

Same

Mailing Address: 400 Hay Meadow  
Salado, TX 76571

Daytime Phone: 281-620-9511

Fax: \_\_\_\_\_ E-mail: DoucetCurt@ynhoo.com

PROPERTY DESCRIPTION

Street Address: 400 Hay Meadow, Salado 76571 Acres: 1.1

Location: \_\_\_\_\_  
(ie: corner of \_\_\_ & \_\_\_; or, 1 mile south of FM \_\_\_; etc.)

Existing use of property: Primary Residential

Are there buildings on the property? yes If yes, what are they used for: Storage

REQUESTED VARIANCE

I/We request a variance to Section 6 of the Zoning Ordinance which requires...

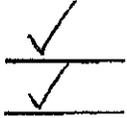
Accessory Bldg and Use Regulations paragraph (1) Acc Bldg (a)  
and paragraph 2. District Standards for Accessory Bldg (a)

Instead, I/We would like to request...

See attached request.

Due to...

### SUBMITTAL REQUIREMENTS



\$75.00 Application Fee, due at time of application and payable to the Village of Salado.

Site plan with additional information needed to properly and effectively review the request.  
5 copies. (All drawings must be to scale.)

### PLEASE NOTE:

All agreements to the variance by neighbors of the property in question must be in writing to be submitted for support to the variance request.

No variance shall be granted unless the Zoning Board of Adjustments finds:

- (1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of the land; and
- (2) That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
- (3) That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and
- (4) That the granting of the variance will not have the effect of preventing the orderly use of other land within the area in accordance with the provisions of this Ordinance.

Variance Request for the Village of Salado

Property Location: 400 Hay Meadows, Salado, Texas

Owners: Laurie & Curt Doucet

The following is a request for variance of **Section G, page 82, Accessory Buildings and Use Regulation, paragraph 1. Accessory Buildings (a.) and paragraph 2. Specific District Standards for Accessory Dwellings (a.)**

Please acknowledge that there are special circumstances affecting the land involved that the strict application of the provisions of this ordinance would deprive the owners of the opportunity to complete the necessary upgrades, renovations and development of the current property. The owners intend for the property to be their primary residence and intend to comply with the local building codes and neighborhood restrictions to bring the home to the standards of the surrounding community. The accessory building is being used to contain the building materials for the renovations of the current residence to comply and modify with the building codes and restrictions of the neighborhood and community, therefore, the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant (property owner). The granting of the variance will not be detrimental to the public health, safety or welfare or injurious to other property within the area.

The property in question is for primary residence use only. The current residence cannot be lived in based on the neighborhood square footage requirements and will need to have a substantial addition added to comply with the requirement. Once the addition is complete the current location of the accessory building will be at the rear of the completed residence and main dwelling and will be modified to match the home with brick/stone upgrades and landscaping.

The current residence is located on the left rear of the property line directly adjacent to the flood plain. The current location of the residence does not allow for the accessory building to be located at the rear of the current structure without placing the building in the flood plain and subject to flood restrictions and guidelines as well as depriving the owners the opportunity to enhance and improve the property from its current state.

Relocation of the accessory building will place an unnecessary and impractical hardship on the owners

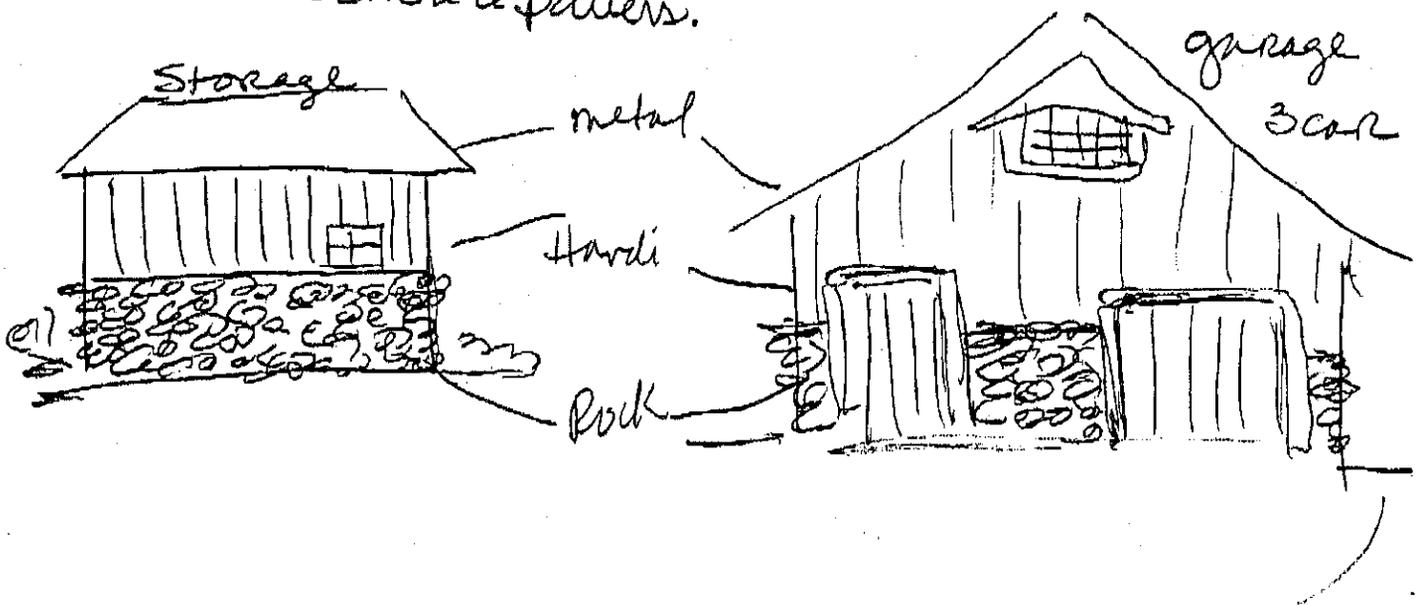
in the reasonable development of the current state of the property. This property has been in its current state for several years and the current owners purchased the property with the intent of bringing the value to the land and adding to the property values of the surrounding neighborhood.

The granting of the variance will be in harmony with the spirit of the community and allow the property owners to comply with The Village of Salado regulations.

Please see the attached diagrams, plot outline and planned upgrades and improvement to the property. These renovations are planned to start immediately upon the approval of the building permit by the Village of Salado.

Doucet, Curt & Laurie  
400 Hay Meadows Salado, TX

The addition, the current steps and landscape will have matching siding and rock to the current structure. The separate 3 car garage as well as the accessory storage building will have matching siding, rock/stone, metal roof and landscaping to match the main residence and structure. The driveway will be concrete slab and concrete pavers.



Please see diagrams and plot layout for the location of the primary residence, garage, storage.

**200' Property Notice of Variance Request Research**

Applicant: Curt Doucet  
 Property Address: 400 Hay Meadow  
 Bell CAD Property ID #: 151204

Findings: The following properties are within 200 ft. of the applicant.

Bell CAD Property ID #	Owner/Physical Address	Mailing Address	LM	RR
127210	Drayton McClane III 628 Center Circle Salado, TX 76571	same	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9316	Donald Ellis 5 Salado Commons Salado, TX 76571	Donald Ellis P.O. Box 478 Salado, TX 76571	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5352	James Hudgens 9 Salado Commons Salado, TX 76571	James Hudgens P.O. Box 1273 Salado, TX 76571	<input checked="" type="checkbox"/>	<input type="checkbox"/>
52360	Jim & Bobbe Grace Family Trust 129 Rock Creek Dr. Salado, TX 76571	Jim & Bobbe Grace Family Trust c/o James & Bobbe Grace, Trustees P.O. Box 1038 Salado, TX 76571	<input checked="" type="checkbox"/>	<input type="checkbox"/>
55558	Jo Ann Jennings 128 Rock Creek Salado, TX 76571	Jo Ann Jennings P.O. Box 11 Salado, TX 76571	<input checked="" type="checkbox"/>	<input type="checkbox"/>
126875	Tosby Linn 124 Rock Creek Dr. Salado, TX 76571	Tosby Linn 417 Home Place Salado, TX 76571	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5620	Tosby Linn 124 Rock Creek Dr. Salado, TX 76571	Tosby Linn 417 Home Place Salado, TX 76571	<input type="checkbox"/>	<input type="checkbox"/>
151206	Anthony Fertitta 300 Salado Creek Place Salado, TX 76571	Anthony Fertitta 4808 Beldon Trail Colleyville, TX 76034	<input checked="" type="checkbox"/>	<input type="checkbox"/>
151205	Keith Markham 408 Hay Meadow Salado, TX 76571	same	<input checked="" type="checkbox"/>	<input type="checkbox"/>
151202	Stuart Sequin 409 Hay Meadow Salado, TX 76571	Stuart Sequin 3700 Chisolm Trail Salado, TX 76571	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Actions: The above property owners were sent notice of the Variance Request w/the attached enclosures.

- Site plan
- Drawings of future improvements

Completed By: Chrissy Lee

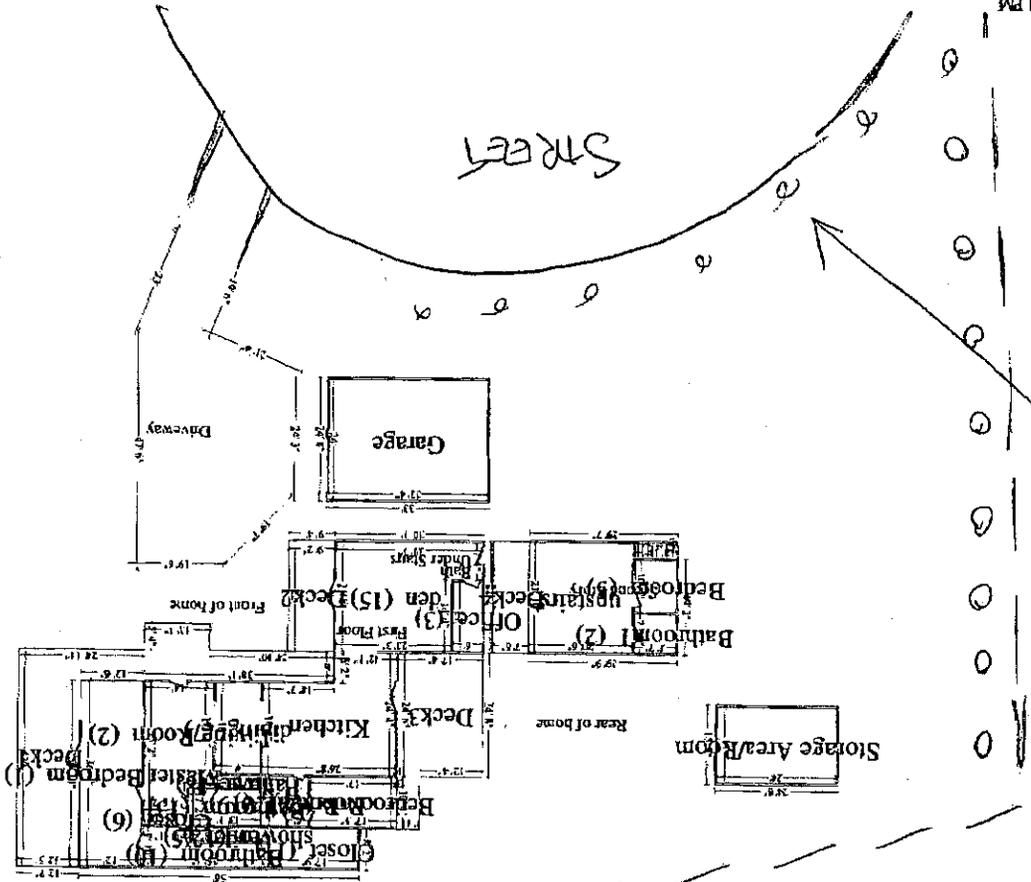
Date: 01/23/2015

LM – Letter Mailed w/Enclosures  
 RR – Response Received



WMMR

1/22/2015 6:54 PM



Property line  
Landscaping

Curtilance

Downer

new floorplan - Main Level

400 Hwy Meadows Proposed with Yard Definition