



**REGULAR BOARD OF ALDERMEN MEETING**  
**SALADO MUNICIPAL BUILDING**  
**301 N. STAGECOACH - SALADO, TEXAS**  
**JULY 21, 2022 – 6:30 P.M.**

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THIS WILL BE AN IN-PERSON MEETING THAT WILL ALSO BE AVAILABLE VIRTUALLY USING **ZOOM**. YOU CAN ACCESS THE MEETING FROM YOUR COMPUTER, TABLET OR SMARTPHONE USING THE FOLLOWING LINK:

<https://us02web.zoom.us/j/83222718080?pwd=mThjs3SHCh7Uzyln1JalwljYy7tMk1.1>

MEETING ID: 832 2271 8080

PASSWORD: 897424

OR YOU CAN DIAL IN TO THE MEETING WITH YOUR PHONE USING ONE OF THE FOLLOWING PHONE NUMBERS AND USING THE MEETING ID AND PASSWORD:

1-346-248-7799

1-253-215-8782

1-669-900-6833

1-301-715-8592

1-312-626-6799

1-929-205-6099

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**AGENDA**

**CALL TO ORDER**

JULY 21, 2022, AT 6:30 P.M.

**CALL OF ROLL**

CITY SECRETARY

**INVOCATION**

## **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**

### **1. CITIZENS COMMUNICATIONS**

THE BOARD OF ALDERMEN WELCOMES COMMENTS FROM CITIZENS ON ISSUES AND ITEMS OF CONCERN NOT ON THE AGENDA. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AND OBSERVE A THREE (3) MINUTE TIME LIMIT WHEN ADDRESSING THE BOARD. SPEAKERS WILL HAVE ONE (1) OPPORTUNITY TO SPEAK DURING THIS TIME-PERIOD. SPEAKERS DESIRING TO SPEAK ON AN AGENDA ITEM WILL BE ALLOWED TO SPEAK WHEN THE AGENDA ITEM IS CALLED. INQUIRIES ABOUT MATTERS NOT LISTED ON THE AGENDA WILL EITHER BE DIRECTED TO STAFF OR PLACED ON A FUTURE AGENDA FOR ALDERMEN CONSIDERATION.

### **2. CONSENT AGENDA**

- (A) APPROVAL OF MINUTES OF THE REGULAR BOARD OF ALDERMEN MEETING OF JUNE 16, 2022.
- (B) APPROVAL OF MINUTES OF THE SPECIAL BOARD OF ALDERMEN MEETING OF JUNE 15, 2022.
- (C) APPROVAL OF THE JUNE 2022 FINANCIAL STATEMENTS FOR THE VILLAGE OF SALADO.

### **3. DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING ANY ITEM REMOVED FROM THE CONSENT AGENDA**

### **4. VILLAGE ADMINISTRATOR'S REPORT**

- SOLID WASTE FEES
- SALES TAX COLLECTIONS
- MAY 2022 ELECTION COST
- TRAFFIC SAFETY IMPROVEMENTS
- STREET AND DRAINAGE IMPROVEMENTS
- UNCOLLECTED HOTEL-MOTEL OCCUPANCY TAX

### **5. PUBLIC HEARING AND POSSIBLE ACTION**

HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS REZONING APPROXIMATELY 2.059

ACRES, LOCATED AT 1209 N. STAGECOACH ROAD IN SALADO, BELL COUNTY, TEXAS, FROM HD (HISTORIC DISTRICT) TO LR (LOCAL RETAIL) AND PROVIDING FOR THE FOLLOWING: SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING. (VILLAGE ADMINISTRATOR)

**6. DISCUSSION AND POSSIBLE ACTION**

- (A) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING THE PROPOSED CONSTRUCTION/FINAL PLAT AND CONSTRUCTION PLANS FOR SAGE HILL AT AMITY. (VILLAGE ADMINISTRATOR)
- (B) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING A PROPOSED DEVELOPMENT AGREEMENT WITH QT SOUTH LLC FOR THE DEVELOPMENT OF 5.87 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FM 2484 AND INTERSTATE 35. (VILLAGE ADMINISTRATOR)
- (C) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING A PETITION FOR DISANNEXATION SUBMITTED TO THE VILLAGE OF SALADO, TEXAS. (VILLAGE ADMINISTRATOR)
- (D) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING THE PROPOSED DESIGN OF THE VILLAGE OF SALADO ALL-ABILITIES PLAYGROUND. (PARKS ADVISORY BOARD)
- (E) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING A PROPOSED AGREEMENT RELATING TO THE ACQUISITION AND IMPROVEMENT OF BLUFF CIRCLE ROAD AND AMENDING THE FY 2022 OPERATING BUDGET TO REFLECT THE COST OF IMPROVING THE SUBJECT ROADWAY. (VILLAGE ADMINISTRATOR)
- (F) DISCUSS AND CONSIDER POSSIBLE ACTION AUTHORIZING THE EMERGENCY REPLACEMENT OF THE HEATING/AIR CONDITIONING SYSTEM AT THE VILLAGE OF SALADO MUNICIPAL BUILDING AND AMENDING THE FY 2022 OPERATING BUDGET TO REFLECT THE EXPENDITURE. (VILLAGE ADMINISTRATOR)
- (G) DISCUSS AND CONSIDER POSSIBLE ACTION AUTHORIZING THE SALADO POLICE DEPARTMENT TO SUBMIT A LETTER OF COMMITMENT RELATING TO THE ACQUISITION OF TWO (2) NEW PATROL VEHICLES. (VILLAGE ADMINISTRATOR & POLICE CHIEF GARY MCHONE)
- (H) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING A PROPOSAL TO HIRE TWO (2) ADDITIONAL SCHOOL RESOURCE

OFFICERS FOR THE VILLAGE OF SALADO POLICE DEPARTMENT.  
(VILLAGE ADMINISTRATOR AND POLICE CHIEF GARY MCHONE)

- (I) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING THE PROPOSED ACQUISITION OF SOLAR POWERED LED STOP SIGNS FOR THE INTERSECTION OF WILLIAMS ROAD AND WEST VILLAGE ROAD. (VILLAGE ADMINISTRATOR)
- (J) DISCUSS AND CONSIDER ISSUES RELATING TO THE DEVELOPMENT OF THE FY 2023 VILLAGE OF SALADO OPERATING BUDGET. (MAYOR MICHAEL COGGIN; THIS IS A WORKSHOP ITEM AND NO ACTION WILL BE TAKEN)

### **ADJOURNMENT**

THE BOARD OF ALDERMEN MAY RETIRE INTO EXECUTIVE SESSION AT ANY TIME BETWEEN THE MEETING'S OPENING AND ADJOURNMENT FOR THE PURPOSE OF DISCUSSING ANY MATTERS LISTED ON THE AGENDA AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE INCLUDING, BUT NOT LIMITED TO, HOMELAND SECURITY PURSUANT TO CHAPTER 418.183 OF THE TEXAS LOCAL GOVERNMENT CODE; CONSULTATION WITH LEGAL COUNSEL PURSUANT TO CHAPTER 551.071 OF THE TEXAS GOVERNMENT CODE; DISCUSSION ABOUT REAL ESTATE ACQUISITION PURSUANT TO CHAPTER 551.072 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF PERSONNEL MATTERS PURSUANT TO CHAPTER 551.074 OF THE TEXAS GOVERNMENT CODE; DELIBERATIONS ABOUT GIFTS AND DONATIONS PURSUANT TO CHAPTER 551.076 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF ECONOMIC DEVELOPMENT PURSUANT TO CHAPTER 551.087 OF THE TEXAS GOVERNMENT CODE; ACTION, IF ANY, WILL BE TAKEN IN OPEN SESSION.

### **CERTIFICATION**

I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Salado Municipal Building on July 15, 2022, at 6:00 p.m.



Cara McPartland, City Secretary

The Village of Salado is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact Don Ferguson, Village Administrator, at 254-947-5060 for information. Hearing-impaired or speech-disabled persons equipped with

telecommunication devices for the deaf may call 512-272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

# BOA Agenda Item Form



Date Submitted: July 18, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER APPROVAL OF MINUTES OF THE JUNE 16, 2022, REGULAR MEETING OF THE BOARD OF ALDERMEN

**Funds Required:**

**Funds Available:**

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to consider approval of the minutes of the June 16, 2022, Regular Meeting of the Board of Aldermen.

**Village of Salado**  
**Salado Municipal Building**  
**301 North Stagecoach Road**  
**Salado, Texas**  
**Minutes of Regular Meeting of Board of Aldermen**  
**June 16, 2022 at 6:30 p.m.**

The Board of Aldermen meeting was called to order at 6:30 p.m. by Mayor Michael Coggin. *The meeting was conducted in person and using videoconferencing. Public participation was available via videoconference.*

Mayor Michael Coggin gave the Invocation and the Board of Aldermen led the Pledge of Allegiance to the United States and Texas flags.

Board Members Present: Mayor Michael Coggin, Mayor Pro-tem Rodney Bell, Aldermen Paul Cox, John Cole, and D. Jasen Graham attended in person. Alderman Jason Howard attended via videoconference.

Staff Present: Village Administrator Don Ferguson, Assistant Village Administrator Stacey Ybarra, and City Secretary Cara McPartland.

## **1. Citizens Communications**

Bonnie Smith of 717 Center Circle spoke of the Historic District's formation and purpose to help protect against certain types of development. She said the east side looks different from the west side and feared a precedent will be set for possible future applicants, if the subject property (see Agenda Item 5) is rezoned from HD to LR. She asked the Board to either table or deny this zoning request.

Linda Reynolds of 1110 Mill Creek Drive thanked the Board for improvements to Park Drive and said Center Circle is in need of improvements.

Judy Fields of 1015 Old Mill Road spoke of Salado's historic charm and was disappointed that the Planning & Zoning Commission voted to recommend LR rezoning that would allow a drive-through for a new business (see Agenda Item 5). She said a precedent will be set for others who will follow with similar requests that will decrease the size of the Historic District. She feared that Salado is losing its charm and control. She spoke of a conversation with an unnamed Planning & Zoning commissioner about the reasoning for the Commission's recommendation to approve the rezoning and said actions should preserve Salado's uniqueness. Speaking as a past president of Salado Historical Society, Mrs. Fields said she has a definite interest in keeping Salado's history "as it is." She was not opposed to new businesses coming in, but objected to rezoning of HD properties.

## **2. Consent Agenda**

A. Approval of minutes of the Regular Board of Aldermen meeting of June 2, 2022.

- B. Approval of minutes of the Special Board of Aldermen meeting of June 15, 2022.
- C. Approval of the May 2022 Financial Statements for the Village of Salado.
- D. Approval of the reappointment of Cliff Coleman as the Village of Salado Municipal Court Judge and an associated agreement for Municipal Court services.

Village Administrator Ferguson advised that Agenda Item 2B will be continued until the Board's next regular meeting. Brief discussion addressed renewal/termination provisions in the agreement referenced in Item 2D. Mayor Pro-tem Bell moved to approve the Consent Agenda, as presented, with the exception of Item 2B. Alderman Cole seconded. Motion carried on a vote of 5-0.

### **3. Discuss and Consider Possible Action Regarding Any Item Removed from the Consent Agenda**

Action on Consent Agenda Item 2B was continued until the Board's next regular meeting.

### **4. Village Administrator's Report**

- Introduction of New Police Chief

Village Administrator Ferguson introduced newly hired Salado Police Chief Gary McHone and his wife Susan. He highlighted Chief McHone's background and qualifications and initial planning work useful for subsequent budget discussions. Mayor Coggin thanked Chief McHone and expressed his support and appreciation for our police department. Chief McHone expressed thanks for the opportunity to serve, said they are very happy to be here, and looked forward to meeting the people of Salado.

- Habitat Conservation Plan

Village Administrator Ferguson reported on the following: grant application to be submitted next week to help fund plan development; plan development and approval to take approximately 3 years; plan to protect almost 20 species; and estimated plan development cost of about \$1,400,000 to be funded with grant funds, in-kind contributions, and funds from participating entities.

- Traffic Safety Improvements

Village Administrator Ferguson reported stop signs have been installed at Williams and West Village Roads, which is now a 4-way stop that is to be LED-lit; and TxDOT plans to install LED-lit stop signs at Williams and Thomas Arnold Roads frontage road intersections.

- Future Annexation Plans

Village Administrator Ferguson reported legal descriptions are being finalized for those portions of IH-35, FM 2268, and FM 2484 proposed for annexation; target areas are IH-35 south to Jarrell, FM 2268 east to Gooseneck Road, and FM 2484 west to Brewer Road; notices to go out in early July with public hearings set for late July; and potential for properties adjacent to annexed ROW to petition to annex into the Village.



- Uncollected Hotel-Motel Occupancy Taxes

Village Administrator Ferguson reported staff is compiling a list of short-term rentals (STRs) paying so-called “HOT” taxes to the State, but not to the Village of Salado, and advised enforcement letters will be sent.

Discussion addressed purpose of annexation efforts to protect the Village from encroachment by surrounding communities and possible unwelcome development; limitations of General Law cities to forcibly annex properties that may petition to be annexed into the Village; ability of the Village to annex ROW, which allows properties adjacent to said ROW to petition for annexation; Main/Royal Street intersection safety concerns and possible request to TxDOT for an all-way stop; wastewater debt refinancing and associated savings; reasons for property owners to request annexation; drafting of HOT tax collection enforcement letters by legal counsel; and identifying and tracking non-compliant STRs.

## 5. Public Hearing and Possible Action

Hold a public hearing and consider approval of an ordinance of the Village of Salado, Texas rezoning approximately .77 acres, located at 100 N. Church Street in Salado, Bell County, Texas, from HD (Historic District) to LR (Local Retail) and providing for the following: severability; effective date and proper notice and meeting. (*Village Administrator*)

Village Administrator Ferguson reviewed the subject property’s location, existing/proposed zoning, and the owner’s intent to operate a coffee shop with pastries/baked goods (not prepared on site). It was noted the prior use was also as a coffee shop/bakery. He advised the applicant is seeking the zoning change to allow for a drive-through lane, which is allowed on LR-zoned properties. He spoke of pre-existing, non-conforming drive-throughs on properties currently zoned HD that have operated without complaints. He said the applicant intends to refurbish the subject property, which has no historic significance. He clarified zoning actions are considered on their own merits as to whether the land use is appropriate and do not set a precedent. He stated the only change in use is the addition of a drive-through, which will have access from IH-35 frontage and Church Street, and poses no queueing issues. He noted that all drive-through design and parking standards must be met. He said zoning decisions are based on the Village’s Comprehensive Plan, which states the subject frontage road property should be commercial. He favored LR zoning for IH-35 frontage properties, but even more strongly favored establishing a “wall” protecting properties to the east of Church Street as Historic District. The Planning & Zoning Commission voted 3-2 to recommend approval, with two members voting against because the applicant was not present at the meeting. He said there is no obligation for an applicant to be present at the meeting and there is no legal basis for denial of the zoning for that reason. Notice of the public hearings was published and letters were sent to owners within 200 feet of the subject property, with one response from an individual who was concerned the new owners might let trash accumulate, as the previous owners were alleged to have done.

Village Administrator Ferguson said Salado Historical Society President Bill Kinnison was contacted and Mr. Kinnison indicated he did not have a problem with the proposed use.

Applicant Dusty Miller of 650 Shine St. in Belton was excited to come to Salado and operate his business as respectfully as possible. He hoped his business would help pull people off the interstate to explore what Salado has to offer. He spoke of his active involvement with Miller's Smokehouse in Belton and his family's ties to Salado. He said his family understands the challenges and concerns of owning multiple historic Belton properties and wants to respect those concerns through careful design. Details were provided on the drive-through design/access, advantages of having a drive-through, and menu items to include coffee and baked goods.

Mayor Coggin opened the public hearing at 7:11 p.m.

Bonnie Smith of 717 Center Circle spoke of her husband's (Bill Smith) service on the Planning & Zoning Commission and stated his vote against was because he wanted to protect the integrity of the Historic District. Village Administrator Ferguson stated for the record that Mr. Smith's comments at the Planning & Zoning Commission meeting indicated that he was not comfortable voting with the applicant not present. She also said that Bill Kinnison indicated that his comments to Planning & Zoning Commission Chair Don Hogue were his personal opinion and he did not bring this zoning change request before the Salado Historical Society.

Judy Fields of 1015 Old Mill Road said she is not against businesses coming into Salado, but felt the Salado Historical Society board needs to weigh in on any new construction in order to keep symmetry of the buildings in the Historic District. She said the Historical Society does not have a problem working with new businesses because they are the lifeblood of any community, but wants to maintain the integrity of what Salado represents. Speaking as past president of the Historical Society board, she felt the board should have input on decisions and design and invited people to attend meetings, voice opinions, or volunteer to serve. She expressed appreciation to the applicants for coming to tonight's meeting and thanked the Board of Aldermen for their attention.

Linda Reynolds of 1110 Mill Creek Drive spoke of difficulties such as mobility issues encountered by elderly Salado residents when visiting businesses and felt the drive-through option is very appealing. She said this is not as much about Salado as it is about Salado's people. She conveyed her neighbors' excitement about the possibility of the Millers creating a drive-through and noted that people who stop for a coffee may take the opportunity to discover Salado as a place to shop and visit.

Hearing no further comments, Mayor Coggin closed public hearing at 7:19 p.m.

Discussion addressed scope of the HD zoning district area; prohibition of drive-throughs on HD-zoned properties; current pre-existing, non-conforming drive-through operations (such as Subway); possible alternatives to allow a drive-through without rezoning (for example, some cities allow conditional use permits for specific uses in certain zoning districts); possible rationale for original HD zoning regulations; older buildings versus registered historic places; contact with the Salado Historical Society and Mr. Kinnison's statement regarding the proposed rezoning; Comprehensive Plan language that IH-35 frontage should be commercially zoned; and "commercial" versus "retail" land use terminology.

Mayor Pro-tem Bell moved to approve the ordinance rezoning approximately .77 acres, located at 100 N. Church Street, from HD (Historic District) to LR (Local Retail), as presented. Alderman Cox seconded.

Discussion addressed the subject property's intended use appropriate for its location on the frontage road; the Millers' proposed business as an asset to Salado; and future clarification of commercial/retail area in the Comprehensive Plan.

Mayor Coggin called for a vote as follows: Alderman Howard, aye; Alderman Graham, aye; Alderman Cole, aye; Alderman Cox, aye; and Mayor Pro-tem Bell, aye. Motion to approve the ordinance, as presented, carried on a vote of 5-0.

## **6. Discussion and Possible Action**

- A. Discuss and consider possible action approving a proposal from the Salado Masonic Lodge relating to the placement of American flags on the north end of Main Street during certain times of the year. (*Village Administrator*)

Village Administrator Ferguson presented the proposal submitted by Salado Masonic Lodge to install 50 American flags at the north end of Main Street during specific holidays at an initial cost of \$2,200, with an annual cost to be determined.

Masonic Lodge representative Tim Fleischer provided proposal details, including a target date of July 4, 2022; projected cost for solar-powered versus non-solar powered lights; installation work; TxDOT right-of-way issues; existing flag installations; possible initial installation date of Veterans Day to budget for project expenditures in the upcoming fiscal year; and clarification of exact location of 50-flag installation.

Mayor Pro-tem Bell moved to approve the proposal from the Salado Masonic Lodge relating to the placement of American flags on the north end of Main Street during holidays, as presented. Alderman Cox seconded.

Mayor Coggin said there is overwhelming public support for the project and there was brief discussion of mowing around the flags. Aldermen Cole and Graham considered community needs and questioned the fiscal responsibility of this expenditure at this time. Alderman Cox felt it important to show patriotism to help improve Village morale.

Mayor Coggin called for a vote as follows: Alderman Cox, aye; Alderman Cole, nay; Alderman Graham, nay; Alderman Howard, aye, and Mayor Pro-tem Bell, aye. Motion carried on a vote of 3-2.

- B. Discuss and consider possible issues relating to the establishment of the FY 2023 goals and priorities for the Village of Salado. (*Mayor Michael Coggin; this is a workshop item and no action will be taken*)

Mayor Coggin presented the following goals and priorities:

- Road improvements (including, but not limited to Center Circle, Van Bibber, Church Street)
- Lights on Main Street Bridge
- Pedestrian bridge
- Reduce wastewater bond debt
- Procure funds from Congressman Carter's office for wastewater treatment plant expansion
- Additional staff/expanded lobby

Alderman Howard added the following goals and priorities:

- Funding for park enhancements, including future phases
- Road improvements

Alderman Graham added the following goals and priorities:

- Drainage improvements

Brief discussion addressed the recent Park Drive improvements and upcoming projects. Mayor Coggin stressed this is a workshop item only.

Alderman Cole added the following goals and priorities:

- Additional school resource officers (for a total number of 3) to enhance security
- Placement of 2 or 3 additional electronic speed monitor signs to deter speeding

Alderman Cox added the following goals and priorities:

- Expansion of the license plate reader program into newly annexed areas

Mayor Pro-tem Bell added the following goals and priorities:

- Implement a 7-cent per \$100 valuation decrease (due to refunding of wastewater bond resulting in a lower Interest & Sinking tax rate)
- 50 to 75 percent of all impact fees from new developments to go into a separate bond reduction account, with that money to be used specifically for debt reduction, and 25 to 40 percent going into a separate account for future wastewater growth
- Implement a plan to allocate 10 percent of all sales tax revenue into some kind of debt reduction fund that moves the payment down
- As new developments come on board, ensure proper wastewater rates are being charged to cover costs and majority of debt, with the end goal of retiring wastewater debt within 5 years, including the possibility of allocating some sales tax revenue toward that goal

There were no objections to Mayor Coggin's proposal to cancel the Board of Aldermen's July 7<sup>th</sup> meeting due to expected absences.

**Adjournment**

Alderman Cole moved to adjourn. Mayor Coggin called the meeting adjourned at 8:01 p.m.

Recorded by:

Cara McPartland

These minutes approved on the 21<sup>st</sup> of July, 2022.

**APPROVED:**

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**Michael Coggin, Mayor**

**ATTEST:**

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**Cara McPartland, City Secretary**

# BOA Agenda Item Form



Date Submitted: July 18, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER APPROVAL OF MINUTES OF THE JUNE 15, 2022, SPECIAL MEETING OF THE BOARD OF ALDERMEN

**Funds Required:**  
**Funds Available:**

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to consider approval of the minutes of the June 15, 2022, Special Meeting of the Board of Aldermen.

**Village of Salado  
Special Meeting of Board of Aldermen  
Salado Municipal Building  
301 N. Stagecoach  
Salado, Texas  
June 15, 2022 – 5:00 p.m.**

The Board of Aldermen of the Village of Salado, Texas met for the purpose of participating in a tour of planned developments within the corporate limits of the Village of Salado and its E-T-J on Wednesday, June 15, 2022.

Those present were: Mayor Michael Coggin, Mayor Pro-tem Rodney Bell, and Aldermen Paul Cox, John Cole, and D. Jasen Graham.

Staff Present: Village Administrator Don Ferguson

Members of the Village of Salado Board of Aldermen attended the special meeting for the purpose of participating in a tour of planned developments. No action was taken during the tour that began at 5:00 p.m. and ended at 6:30 p.m.

**APPROVED:**

\_\_\_\_\_  
**Michael Coggin, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cara McPartland, City Secretary**

# BOA Agenda Item Form



Date Submitted: July 18, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER APPROVAL OF  
JUNE 2022 FINANCIAL STATEMENTS FOR THE  
VILLAGE OF SALADO

**Funds Required:**

**Funds Available:**

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to consider approval of the June 2022 Financial Statements for the Village of Salado.



11:03 AM  
07/18/22  
Accrual Basis

Village of Salado-General Fund  
Balance Sheet  
As of June 30, 2022

	Jun 30, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1002 · Horizon GF Operating xxx8101	1,179,772.76
1003 · Horizon Payroll xxx9962	50,045.58
1004 · Horizon Forfeiture xxx3514	6,398.05
1006 · Horizonx1297AllAbilitiesPlaygro	42,864.19
1099 · Petty Cash	100.00
Total Checking/Savings	1,279,180.58
Other Current Assets	
1100 · Investments	
1120 · TexPool	4,408.59
Total 1100 · Investments	4,408.59
1200 · Other receivables	
1213 · Credit Card Payments Receivable	985.98
1215 · Property Tax Receivable	7,922.24
1217 · Franchise Fee Receivable	28,943.26
1218 · Sales Tax Receivable	115,368.63
1219 · Mixed Beverage Receivable	5,850.19
Total 1200 · Other receivables	159,070.30
1205 · Due To/From Other Funds	
1225 · Due to WW Cust Deposit Fund	-100.00
1224 · Due From WW Operations	303,911.17
1206 · Due From Fund 200 - Hotel/Motel	45,317.44
1209 · Due To/From WW Capital Outlays	-50,862.00
Total 1205 · Due To/From Other Funds	298,266.61
1600 · Prepaid Expenses	3,156.94
Total Other Current Assets	464,902.44
Total Current Assets	1,744,083.02
Fixed Assets	
1700 · Land	45,576.83
1705 · Building	384,593.71
1730 · Machinery & Equipment	343,530.47
1740 · Infrastructure	800,248.00
1799 · Accumulated Depreciation	-720,231.71
Total Fixed Assets	853,717.30
Other Assets	
1800 · Construction in Progress	378,030.15
Total Other Assets	378,030.15
<b>TOTAL ASSETS</b>	<b>2,975,830.47</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	81,628.97
Other Current Liabilities	
2050 · Accrued Wages	34,113.41
2100 · Payroll Liabilities	8,010.43
2200 · Due to other funds	
2201 · Due to I&S	89,553.88
Total 2200 · Due to other funds	89,553.88

11:03 AM

07/18/22

Accrual Basis

**Village of Salado-General Fund**  
**Balance Sheet**  
**As of June 30, 2022**

	<u>Jun 30, 22</u>
2300 · Unearned ARPA Grant Revenue	293,626.35
2301 · Escrow- Sanctuary	92,184.85
2700 · Deferred Revenue	
2704 · Deferred Revenue - Ad Valorem	<u>6,973.36</u>
Total 2700 · Deferred Revenue	6,973.36
2899 · Reserved-LTPDF TruancyPrevFund	936.12
2900 · Reserved- Security Fee	2,541.75
2861 · Reserved Child Safety Fee	2,575.00
2862 · Reserved- Technology Fund	<u>6,050.70</u>
Total Other Current Liabilities	<u>536,565.85</u>
Total Current Liabilities	<u>618,194.82</u>
Total Liabilities	618,194.82
Equity	
3110 · Investments in Fixed Assets	1,231,747.45
32000 · Retained Earnings	820,892.51
Net Income	<u>304,995.69</u>
Total Equity	<u>2,357,635.65</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>2,975,830.47</u></b>

**VILLAGE OF SALADO, TEXAS  
FUND BALANCE- GENERAL FUND**

**As of June 30, 2022**

**Current Assets:**

Cash and Cash Equivalents	\$ 1,279,180.58
Investments	\$ 4,408.59
Receivables	\$ 460,493.85
<b>Total Current Assets</b>	<b>\$ 1,744,083.02</b>

**Liabilities and Fund Balances:**

**Liabilities:**

Accounts Payable	\$ 81,628.97
Payroll Liabilities	\$ 8,010.43
Intergovernmental Payable	\$ 89,553.88
Deferred Revenues	\$ 392,784.56
Accrued Wages & Expenses	\$ 34,113.41
<b>Total Liabilities</b>	<b>\$ 606,091.25</b>

**Reserves/Balances:**

Non-spendable Fund Balance	\$ -
Restricted Fund Balance	\$ 12,103.57
Committed Fund Balances	
Public Works	\$ 450,355.28
Future Grant Matches	\$ 281,472.05
Wastewater Operations	\$ 394,060.87
Assigned Fund Balance	\$ -
Unassigned Fund Balance	\$ -
<b>Total Reserves/Balances</b>	<b>\$ 1,137,991.77</b>

<b>Total Liabilities and Fund Balances</b>	<b>\$ 1,744,083.02</b>
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**Village of Salado-General Fund**  
**Profit & Loss Budget Performance**  
June 2022

	Jun 22	Oct '21 - Jun 22	Annual Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4000 · GENERAL FUND REVENUE</b>				
<b>4100 · Tax Revenue</b>				
4115 · Property Taxes	777.75	486,483.61	440,431.61	110.46%
4120 · Sales Tax Earned	60,083.68	561,286.58	650,772.00	86.25%
4130 · Mixed Beverages	4,167.34	28,234.07	25,000.00	112.94%
<b>Total 4100 · Tax Revenue</b>	<b>65,028.77</b>	<b>1,076,004.26</b>	<b>1,116,203.61</b>	<b>96.4%</b>
<b>4150 · Franchise Fees</b>				
4160 · Electric Franchise	0.00	114,351.81	135,000.00	84.71%
4165 · Telephone Franchise	0.00	8,414.72	20,000.00	42.07%
4170 · Waste Disposal Franchise Fee	0.00	13,452.92	20,000.00	67.27%
4175 · Cable Franchise	0.00	22,310.28	27,500.00	81.13%
4180 · Water Franchise	0.00	25,343.82	37,500.00	67.58%
<b>Total 4150 · Franchise Fees</b>	<b>0.00</b>	<b>183,873.55</b>	<b>240,000.00</b>	<b>76.61%</b>
<b>4200 · Licenses, Permits, and Fees</b>				
4210 · Sign Permit / Misc	30.00	5,030.00	250.00	2,012.0%
4215 · Service Fees (Burn)	20.00	220.00	500.00	44.0%
4216 · Service Fees (Itinerant Vendor)	150.00	900.00	1,650.00	54.55%
4230 · Building Permit Fees	-13,380.06	80,570.12	76,500.00	105.32%
4260 · Certificate of Occupancy	360.00	1,170.00	1,500.00	78.0%
4270 · Contractor Registration	850.00	11,490.00	7,000.00	164.14%
<b>Total 4200 · Licenses, Permits, and Fees</b>	<b>-11,970.06</b>	<b>99,380.12</b>	<b>87,400.00</b>	<b>113.71%</b>
<b>4300 · Service Fees</b>				
4310 · Subdiv/Plats/Waivers/Exceptions	0.00	12,087.00	19,800.00	61.05%
4315 · Zoning/Variations	335.00	1,300.00	1,100.00	118.18%
4320 · Pace Park Rental Fees	-100.00	1,066.00	5,000.00	21.32%
4330 · LEOSE	0.00	768.83	910.00	84.49%
4340 · Crash Report Fees	0.00	180.20	250.00	72.08%
<b>Total 4300 · Service Fees</b>	<b>235.00</b>	<b>15,402.03</b>	<b>27,060.00</b>	<b>56.92%</b>
<b>4700 · Investment and other income</b>				
4780 · Interest Income	977.65	9,138.88	8,500.00	107.52%
4790 · Other Income	49,584.49	116,083.49	50,000.00	232.17%
<b>Total 4700 · Investment and other income</b>	<b>50,562.14</b>	<b>125,222.37</b>	<b>58,500.00</b>	<b>214.06%</b>
<b>4400 · Fines and Forfeitures</b>				
4425 · Court Fines	1,918.00	37,016.00		
4426 · Court Fines- NSFs and Overpmts	0.00	-1,513.00		
4427 · Court Costs- State Comptroller	-3,697.05	-15,794.19		
4400 · Fines and Forfeitures - Other	0.00	0.00	47,500.00	0.0%
<b>Total 4400 · Fines and Forfeitures</b>	<b>-1,779.05</b>	<b>19,708.81</b>	<b>47,500.00</b>	<b>41.49%</b>
<b>Total 4000 · GENERAL FUND REVENUE</b>	<b>102,076.80</b>	<b>1,519,591.14</b>	<b>1,576,663.61</b>	<b>96.38%</b>
<b>Total Income</b>	<b>102,076.80</b>	<b>1,519,591.14</b>	<b>1,576,663.61</b>	<b>96.38%</b>
<b>Expense</b>				
<b>GENERAL FUND EXPENDITURES</b>				
<b>5000 · ADMINISTRATION DEPARTMENT</b>				
<b>5100 · Personnel Services</b>				

**Village of Salado-General Fund**  
**Profit & Loss Budget Performance**  
**June 2022**

	Jun 22	Oct '21 - Jun 22	Annual Budget	% of Budget
5101 · Village Administrator Salary	9,395.20	93,952.00	122,138.00	76.92%
5102 · City Secretary Salary	5,185.60	50,009.44	67,654.96	73.92%
5103 · Assistant Village Administrator	5,000.00	33,750.00	65,000.00	51.92%
5121 · Payroll Tax- MC Admin	283.92	2,576.82	3,694.50	69.75%
5122 · Payroll Tax- SS Admin	1,214.02	11,018.12	15,797.16	69.75%
5123 · Payroll Tax- TWC Admin	0.00	791.00	432.00	183.1%
5126 · TMRS Contributions- Admin	1,241.42	11,297.18	16,306.75	69.28%
5127 · Health Care- Admin	2,226.47	19,437.69	25,877.52	75.11%
5128 · Pay Comparability Adjustment	0.00	976.00	2,000.00	48.8%
<b>Total 5100 · Personnel Services</b>	<b>24,546.63</b>	<b>223,808.25</b>	<b>318,900.89</b>	<b>70.18%</b>
<b>5200 · Services</b>				
5201 · Meeting Expense	19.96	178.68	250.00	71.47%
5202 · Bell Co Health Svcs Contracts	0.00	5,994.00	6,172.38	97.11%
5203 · Printing Expense	179.00	179.00	250.00	71.6%
5204 · Telephone	360.37	2,523.38	3,370.84	74.86%
5205 · Equipment - Leased / Rented	0.00	2,867.68	3,723.00	77.03%
5206 · Interest Exp/Bank Fees	35.45	443.82	650.00	68.28%
5207 · BELLCAD	0.00	9,110.25	10,500.00	86.76%
5214 · Utilities	361.75	3,425.85	5,100.00	67.17%
5215 · Janitorial	237.00	2,371.50	2,844.00	83.39%
<b>Total 5200 · Services</b>	<b>1,193.53</b>	<b>27,094.16</b>	<b>32,860.22</b>	<b>82.45%</b>
<b>5216 · Professional Fees</b>				
5216-3 · Profess Fees - Accounting	3,220.00	39,780.00	50,500.00	78.77%
5216-4 · Profess Fees - Inspections	38,685.03	65,859.30	45,000.00	146.35%
5216-5 · Profess. Fees - Legal	2,079.50	32,532.35	35,000.00	92.95%
<b>Total 5216 · Professional Fees</b>	<b>43,984.53</b>	<b>138,171.65</b>	<b>130,500.00</b>	<b>105.88%</b>
<b>5300 · Other Services &amp; Charges</b>				
5301 · Election Expenses	0.00	582.00	4,650.00	12.52%
5304 · Office Supplies	1,031.21	3,447.43	3,500.00	98.5%
5305 · Postage	110.25	2,306.36	2,750.00	83.87%
5306 · Building Supplies	0.00	440.00	250.00	176.0%
5307 · Building & Equipment - R & M	0.00	500.00	500.00	100.0%
5309 · Website	0.00	1,940.00	15,000.00	12.93%
5310 · Public Notices	71.00	1,984.50	3,000.00	66.15%
5311 · Insurance (TML Property & GL)	0.00	36,631.70	30,000.00	122.11%
5312 · Dues and Subscriptions	16.23	2,467.45	2,000.00	123.37%
5313 · Training & Travel	0.00	250.00	500.00	50.0%
5319 · Technology	3,475.50	23,817.50	19,919.00	119.57%
5320 · Special Projects	0.00	2,191.40	23,473.28	9.34%
<b>Total 5300 · Other Services &amp; Charges</b>	<b>4,704.19</b>	<b>76,558.34</b>	<b>105,542.28</b>	<b>72.54%</b>
<b>5400 · Capital Outlay</b>				
5401 · Equipment (IT)	0.00	0.00	2,500.00	0.0%
<b>Total 5400 · Capital Outlay</b>	<b>0.00</b>	<b>0.00</b>	<b>2,500.00</b>	<b>0.0%</b>
<b>Total 5000 · ADMINISTRATION DEPARTMENT</b>	<b>74,428.88</b>	<b>465,632.40</b>	<b>590,303.39</b>	<b>78.88%</b>
<b>5500 · DEVELOPMENT SERVICES DEPARTMENT</b>				
5501 · Personnel Services				

**Village of Salado-General Fund**  
**Profit & Loss Budget Performance**  
**June 2022**

	Jun 22	Oct '21 - Jun 22	Annual Budget	% of Budget
5502 · Director Salary	3,200.00	35,168.73	65,239.20	53.91%
5503 · Payroll Tax- MC Dev Svcs	46.40	509.95	945.97	53.91%
5504 · Payroll Tax- SS Dev Svcs	198.40	2,180.47	4,044.83	53.91%
5505 · Payroll Tax- TWC Dev Svcs	0.00	296.80	144.00	206.11%
5506 · TMRS Contributions- Dev Svcs	202.88	2,238.31	4,175.31	53.61%
5507 · Health Care- Dev Svcs	734.73	6,498.88	8,625.84	75.34%
<b>Total 5501 · Personnel Services</b>	<b>4,382.41</b>	<b>46,893.14</b>	<b>83,175.15</b>	<b>56.38%</b>
5600 · Other Services & Charges				
5601 · Travel & Training	0.00	0.00	500.00	0.0%
<b>Total 5600 · Other Services &amp; Charges</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.0%</b>
5700 · Professional Fees				
5701 · General Engineering	370.00	16,355.77	12,500.00	130.85%
5703 · Engineering- Plat Review	900.09	34,142.23	10,000.00	341.42%
<b>Total 5700 · Professional Fees</b>	<b>1,270.09</b>	<b>50,498.00</b>	<b>22,500.00</b>	<b>224.44%</b>
<b>Total 5500 · DEVELOPMENT SERVICES DEPARTMENT</b>	<b>5,652.50</b>	<b>97,391.14</b>	<b>106,175.15</b>	<b>91.73%</b>
6000 · PUBLIC SAFETY DEPARTMENT				
6001 · Fire Department				
6003 · Burn Fees	0.00	0.00	500.00	0.0%
<b>Total 6001 · Fire Department</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.0%</b>
6200 · Police Department				
6201 · Personnel Services				
6202 · Salary - Chief of Police	2,432.00	59,507.28	79,034.68	75.29%
6203 · Salary- Sergeant	4,321.60	47,618.63	56,180.80	84.76%
6204 · Salary / Wages - Officers	4,124.80	107,115.13	200,075.20	53.54%
6205 · Officers - Overtime	1,285.54	15,675.00	7,000.00	223.93%
6206 · Longevity & Certif Pay	0.00	0.00	4,500.00	0.0%
6207 · Payroll Tax- MC PD	176.37	3,333.80	4,861.71	68.57%
6208 · Payroll Tax- SS PD	754.17	14,254.79	20,788.02	68.57%
6209 · Payroll Tax- TWC PD	2.43	1,262.43	864.00	146.12%
6210 · TMRS Contributions- PD	771.20	14,627.07	21,458.60	68.16%
6211 · Health Care- PD	-2,910.22	27,993.24	43,470.40	64.4%
<b>Total 6201 · Personnel Services</b>	<b>10,957.89</b>	<b>291,387.37</b>	<b>438,233.41</b>	<b>66.49%</b>
6212 · Services				
6213 · Telephone	985.55	6,393.40	7,750.68	82.49%
6214 · Utilities	196.03	2,027.50	3,500.00	57.93%
6215 · Janitorial	150.00	1,598.50	1,800.00	88.81%
6215.1 · Technology- PD	99.00	1,399.29	17,302.88	8.09%
<b>Total 6212 · Services</b>	<b>1,430.58</b>	<b>11,418.69</b>	<b>30,353.56</b>	<b>37.62%</b>
6216 · Other Services & Charges				
6217 · Ammunition	0.00	1,574.85	1,500.00	104.99%
6219 · Auto Expenses	6,176.08	29,496.64	25,000.00	117.99%
6220 · Supplies	1,176.83	3,923.55	6,000.00	65.39%
6221 · Equipment Maintenance & Repair	0.00	1,263.75	800.00	157.97%
6222 · Building R & M	0.00	113.64	500.00	22.73%
6223 · Dues & Subscriptions	301.00	4,436.60	8,140.00	54.5%
6224 · Animal Control	0.00	1,200.00	1,000.00	120.0%

**Village of Salado-General Fund**  
**Profit & Loss Budget Performance**  
**June 2022**

	Jun 22	Oct '21 - Jun 22	Annual Budget	% of Budget
<b>Total 6216 · Other Services &amp; Charges</b>	7,653.91	42,009.03	42,940.00	97.83%
<b>6225 · Police - Capital Outlay</b>				
6226 · Capital Outlay- PD Vehicles	0.00	20,326.00	45,000.00	45.17%
6227 · Capital Outlay- PD Equipment	0.00	29,155.15	26,710.25	109.15%
6228 · Cap O/L- Vehicle Rplcmnt Prgrm	0.00	0.00	5,000.00	0.0%
6229 · Capital Outlay- IT	0.00	2,805.00	3,500.00	80.14%
<b>Total 6225 · Police - Capital Outlay</b>	0.00	52,286.15	80,210.25	65.19%
<b>Total 6200 · Police Department</b>	20,042.38	397,101.24	591,737.22	67.11%
<b>6500 · Municipal Court</b>				
<b>6550 · Professional Fees</b>				
6551 · Judicial Services	800.00	7,200.00	9,600.00	75.0%
6552 · Prosecutor	1,004.35	10,642.99	5,000.00	212.86%
<b>Total 6550 · Professional Fees</b>	1,804.35	17,842.99	14,600.00	122.21%
<b>6570 · Other Services &amp; Charges</b>				
6571 · Supplies	0.00	0.00	250.00	0.0%
6573 · Dues and Subscriptions	0.00	2,500.21	2,500.00	100.01%
6575 · Travel and Training	0.00	233.00	1,000.00	23.3%
<b>Total 6570 · Other Services &amp; Charges</b>	0.00	2,733.21	3,750.00	72.89%
<b>Total 6500 · Municipal Court</b>	1,804.35	20,576.20	18,350.00	112.13%
<b>Total 6000 · PUBLIC SAFETY DEPARTMENT</b>	21,846.73	417,677.44	610,587.22	68.41%
<b>7000 · PUBLIC WORKS DEPARTMENT</b>				
<b>7001 · Personnel Services</b>				
7002 · Wages- Maintenance Worker	2,435.20	24,322.40	31,660.20	76.82%
7004 · Maintenance Worker- Overtime	0.00	159.81	3,500.00	4.57%
7005 · Payroll Tax- MC Maint	35.31	354.99	447.88	79.26%
7006 · Payroll Tax- SS Maint	150.98	1,517.89	1,915.06	79.26%
7007 · Payroll Tax- TWC Maint	0.00	252.00	144.00	175.0%
7008 · TMRS Contributions- Maint	154.40	1,557.33	1,976.83	78.78%
7009 · Healthcare- Maintenance	732.62	9,751.88	8,625.84	113.05%
<b>Total 7001 · Personnel Services</b>	3,508.51	37,916.30	48,269.81	78.55%
<b>7015 · Other Services &amp; Charges</b>				
7016 · Maint- Uniforms and Boots	0.00	0.00	250.00	0.0%
7017 · Telephone	412.71	1,429.82	540.00	264.78%
<b>Total 7015 · Other Services &amp; Charges</b>	412.71	1,429.82	790.00	180.99%
<b>Total 7000 · PUBLIC WORKS DEPARTMENT</b>	3,921.22	39,346.12	49,059.81	80.2%
<b>8000 · PARKS DEPARTMENT</b>				
<b>8001 · Services</b>				
8002 · Utilities	325.71	1,836.46	1,750.00	104.94%
<b>Total 8001 · Services</b>	325.71	1,836.46	1,750.00	104.94%
<b>8010 · Other Services &amp; Charges</b>				
8011 · Supplies	90.00	2,104.33	3,500.00	60.12%
8014 · Contract Services	200.00	2,700.00	10,000.00	27.0%
<b>Total 8010 · Other Services &amp; Charges</b>	290.00	4,804.33	13,500.00	35.59%
<b>8030 · Capital Outlay- Parks</b>	0.00	0.00	55,000.00	0.0%
<b>Total 8000 · PARKS DEPARTMENT</b>	615.71	6,640.79	70,250.00	9.45%
<b>9000 · STREET DEPARTMENT</b>				

**Village of Salado-General Fund**  
**Profit & Loss Budget Performance**  
**June 2022**

	Jun 22	Oct '21 - Jun 22	Annual Budget	% of Budget
<b>9001 · Other Services &amp; Charges</b>				
<b>9002 · Contract Services</b>	5,838.00	31,077.70	100,000.00	31.08%
<b>9003 · Signage</b>	2,549.60	4,118.03	5,000.00	82.36%
<b>9006 · Street Supplies</b>	571.79	5,018.70	2,500.00	200.75%
<b>Total 9001 · Other Services &amp; Charges</b>	8,959.39	40,214.43	107,500.00	37.41%
<b>9050 · Services</b>				
<b>9051 · Utilities</b>	1,639.87	14,697.51	30,000.00	48.99%
<b>Total 9050 · Services</b>	1,639.87	14,697.51	30,000.00	48.99%
<b>9500 · Capital Outlay</b>				
<b>9501 · Capital Outlay- Streets</b>	38,715.50	132,995.62	127,500.00	104.31%
<b>Total 9500 · Capital Outlay</b>	38,715.50	132,995.62	127,500.00	104.31%
<b>Total 9000 · STREET DEPARTMENT</b>	49,314.76	187,907.56	265,000.00	70.91%
<b>Total GENERAL FUND EXPENDITURES</b>	155,779.80	1,214,595.45	1,691,375.57	71.81%
<b>Total Expense</b>	155,779.80	1,214,595.45	1,691,375.57	71.81%
<b>Net Ordinary Income</b>	-53,703.00	304,995.69	-114,711.96	-265.88%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>97500 · Use of Fund Balance</b>	0.00	0.00	114,711.96	0.0%
<b>Total Other Income</b>	0.00	0.00	114,711.96	0.0%
<b>Net Other Income</b>	0.00	0.00	114,711.96	0.0%
<b>Net Income</b>	-53,703.00	304,995.69	0.00	100.0%



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07/18/22  
Accrual Basis

# Village of Salado-General Fund Check Listing

Date	Num	Name	As of June 30, 2022	Memo	Amount
06/01/2022	4162	Bell County Animal Shelter	Animals Accepted from 10/1/21 - 3/31/22		960.00
06/01/2022	4163	Card Service Center	April Credit Card Transactions		736.97
06/01/2022	4164	Grande Communications Network LLC	PD Telephone and Internet		196.75
06/01/2022	4165	Jani-King of Austin	June 2022 Contracted Services		387.00
06/01/2022	4166	Kristi Stegall	Accounting Services May 2022		3,150.00
06/01/2022	4167	M&D Business Services	Business Cards- Sgt. Dunshie		42.00
06/01/2022	4168	State Comptroller	1st QTR 2022 State Criminal Costs & Fees Balance Due		383.92
06/01/2022	Draft	Cirro Energy	Utilities- Electric		20.25
06/01/2022	Draft	Cirro Energy	Utilities- Electric		21.35
06/01/2022	Draft	Cirro Energy	Utilities- Electric		31.19
06/01/2022	Draft	Cirro Energy	Utilities- Electric		33.74
06/01/2022	Draft	Cirro Energy	Utilities- Electric		37.44
06/01/2022	Draft	Cirro Energy	Utilities- Electric		41.63
06/01/2022	Draft	Cirro Energy	Utilities- Electric		70.15
06/01/2022	Draft	Cirro Energy	Utilities- Electric		80.71
06/01/2022	Draft	Cirro Energy	Utilities- Electric		271.41
06/01/2022	Draft	Cirro Energy	Utilities- Electric		888.87
06/01/2022	Draft	Cirro Energy	Utilities- Electric		23.71
06/02/2022	4169	LC Paving & Construction, LLC	Valve Repair and Line/Concrete Tear Out and Repair		37,437.50
06/02/2022	4170	Salado Water Supply Corporation	Utilities- Water		706.48
06/06/2022	4179	Joe Jones	Refund Building Permit- Outside City Limits		84.61
06/06/2022	4172	Bickerstaff Heath Delgado Acosta LLP	Professional Services: Legal		4,650.35
06/06/2022	4173	Bureau Veritas	Inspection Services		19,637.76
06/06/2022	4174	InHouse Systems, Inc.	Alarm System Monitoring- PD- June 2022		19.95
06/06/2022	4175	Kasberg, Patrick & Associates	General Services Provided May 2022		4,844.89
06/06/2022	4176	Salado Village Voice Newspaper	Public Notice- Rezoning Request		120.00
06/06/2022	4177	Village Landscape & Design	Contracted Services- Mowing		1,188.00
06/06/2022	4178	Xerox Financial Services	Copier Lease Payment- June		317.80
06/06/2022	4180	TEexas Commission on Law Enforcement	TCOLE Fee		35.00
06/08/2022	Draft	Cirro Energy	Utilities- Electric		38.02
06/13/2022	4181	1st Choice Automotive Repair	20 Tahoe Repairs		1,499.74
06/14/2022	4189	Angela Kay	Music Friendly Community Event 6/14/22- Musician Fee		200.00
06/15/2022	4182	Eagle Disposal	Utilities- Waste Disposal		112.50
06/15/2022	4183	Fuelman	PD- Fuel Purchased		1,754.92
06/15/2022	4184	Grande Communications Network LLC	Telephone/Internet		218.01
06/15/2022	4185	Lowe's	Repairs & Maintenance		190.57
06/15/2022	4186	Tax Appraisal District Of Bell County	4th QTR 2022 Taxing Unit Fee		3,098.75
06/15/2022	4187	TML MultiState Intergovernmental	Employee Health Care Coverage June 2022		10,241.85
06/15/2022	4188	Verizon Wireless	Village Cell Phones		769.08
06/22/2022	4190	Clifford Lee Coleman	Judicial Services for June 2022		800.00
06/22/2022	4191	Firestone	PD Vehicle Repairs		1,779.19
06/22/2022	4192	GT Distributors	PD Supplies		784.83
06/22/2022	4193	Kasberg, Patrick & Associates	General Services Provided March 2022		9,459.22
06/22/2022	4194	Keith's Ace Hardware	R&M Supplies		262.88
06/22/2022	4195	MRB Group	Professional Services: Engineering		1,648.00

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Accrual Basis

## Village of Salado-General Fund

### Check Listing

As of June 30, 2022

06/22/2022	4196	Safelane Traffic Supply	Street Signs	2,549.60
06/22/2022	4197	Village of Salado WW System	May Wastewater Service	125.47
06/27/2022	4202	Wilson Borja	Refund of Building Permit Paid in Error- Located Outside City Limits	115.09
06/27/2022	draft	Card Service Center	May Credit Card Transactions	5,126.30
06/27/2022	4199	CTACPSA	Dues- McHone:Salado PD	26.00
06/27/2022	4200	The Reinalt-Thomas Corporation	PD Vehicle Repairs	1,023.55
06/27/2022	4201	TPCA	Membership Dues- McHone Salado PD	240.00
06/27/2022	4203	Arthur L Mote and Dorothy J Mote Trust	Refund Pace Park Deposit	100.00
				<hr/>
				118,583.00
				<hr/>
				118,583.00
				<hr/>

11:49 AM

07/18/22

Accrual Basis

## Village of Salado, Hotel-Motel Fund

## Balance Sheet

As of June 30, 2022

	Jun 30, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1005 · Horizon Operating xxx0314	281,488.23
<b>Total Checking/Savings</b>	281,488.23
<b>Other Current Assets</b>	
1200 · AR Taxes	60,462.91
1100 · Investments	
1120 · TexPool	5,281.50
<b>Total 1100 · Investments</b>	5,281.50
1500 · Petty Cash	100.00
<b>Total Other Current Assets</b>	65,844.41
<b>Total Current Assets</b>	347,332.64
<b>TOTAL ASSETS</b>	<b>347,332.64</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	858.00
<b>Other Current Liabilities</b>	
2050 · Accrued Wages	4,699.10
2400 · Reserve For Trolley Project	6,675.00
2200 · Due To Other Funds	
2201 · Due to GF	45,317.44
<b>Total 2200 · Due To Other Funds</b>	45,317.44
<b>Total Other Current Liabilities</b>	56,691.54
<b>Total Current Liabilities</b>	57,549.54
<b>Total Liabilities</b>	57,549.54
<b>Equity</b>	
32000 · Retained Earnings	304,789.12
Net Income	-15,006.02
<b>Total Equity</b>	289,783.10
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>347,332.64</b>

**VILLAGE OF SALADO, TEXAS**  
**FUND BALANCE- HOTEL OCCUPANCY FUND**  
**As of June 30, 2022**

**Current Assets:**

Cash and Cash Equivalents	\$ 281,588.23
Investments	\$ 5,281.50
Receivables	\$ 60,462.91
<b>Total Current Assets</b>	<b>\$ 347,332.64</b>

**Liabilities and Fund Balances:**

**Liabilities:**

Accounts Payable	\$ 858.00
Intergovernmental Payable	\$ 45,317.44
Accrued Wages	\$ 4,699.10
<b>Total Liabilities</b>	<b>\$ 50,874.54</b>

**Reserves/Balances:**

Non-spendable Fund Balance	\$ -
Restricted Fund Balance-Emergency Tourism Marketing	\$ 28,978.31
Committed Fund Balance- Tourism Division Operations	\$ 260,804.79
Assigned Fund Balance- Trolley Project	\$ 6,675.00
Unassigned Fund Balance	\$ -
<b>Total Reserves/Balances</b>	<b>\$ 296,458.10</b>

<b>Total Liabilities and Fund Balances</b>	<b>\$ 347,332.64</b>
--	----------------------

Village of Salado, Hotel-Motel Fund  
Profit & Loss Budget Performance  
June 2022

	Jun 22	Oct '21 - Jun 22	Annual Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4000 · HOT FUND REVENUE</b>				
4100 · County Hotel Occupancy Tax	0.00	0.00	7,000.00	0.0%
4200 · Occupancy Tax	8,009.25	199,939.91	240,000.00	83.31%
4300 · Other Income	238.83	3,547.11		
<b>Total 4000 · HOT FUND REVENUE</b>	<b>8,248.08</b>	<b>203,487.02</b>	<b>247,000.00</b>	<b>82.38%</b>
<b>Total Income</b>	<b>8,248.08</b>	<b>203,487.02</b>	<b>247,000.00</b>	<b>82.38%</b>
<b>Expense</b>				
<b>5000 · HOT FUND EXPENDITURES</b>				
<b>5001 · Personnel Services</b>				
5002 · Salary- Director	4,808.48	48,026.16	62,525.85	76.81%
5003 · Wages- Visitors Ctr Coordinator	2,692.80	25,958.40	35,000.00	74.17%
5004 · Payroll Tax- MC	108.77	1,075.60	1,414.12	76.06%
5005 · Payroll Tax- SS	465.09	4,599.12	6,046.60	76.06%
5006 · Payroll Tax- TWC	0.00	606.48	288.00	210.58%
5007 · TMRS Contribution	475.58	4,471.59	6,248.65	71.56%
5008 · Health Care	1,507.93	14,890.15	17,019.08	87.49%
<b>Total 5001 · Personnel Services</b>	<b>10,058.65</b>	<b>99,627.50</b>	<b>128,542.30</b>	<b>77.51%</b>
<b>5050 · Other Charges &amp; Services</b>				
5051 · Lease- Visitors Center	1,517.00	13,653.00	18,204.00	75.0%
5052 · Marketing	2,589.00	52,987.50	70,000.00	75.7%
5053 · Office Supplies	0.00	130.34	500.00	26.07%
5054 · Arts- Public Art League	0.00	100.00	20,000.00	0.5%
5055 · Printing	0.00	3,200.00	3,500.00	91.43%
5056 · Postage	0.00	47.04	1,500.00	3.14%
5057 · Dues & Subscriptions	0.00	1,399.00	2,500.00	55.96%
5058 · Travel & Training	0.00	2,040.66	3,000.00	68.02%
5059 · Vehicle Maintenance	0.00	0.00	1,000.00	0.0%
5061 · Community Grant Program	0.00	31,500.00	35,000.00	90.0%
<b>Total 5050 · Other Charges &amp; Services</b>	<b>4,106.00</b>	<b>105,057.54</b>	<b>155,204.00</b>	<b>67.69%</b>
<b>5100 · Capital Outlay</b>				
5110 · Capital Outlay- Equipment	0.00	13,808.00		
<b>Total 5100 · Capital Outlay</b>	<b>0.00</b>	<b>13,808.00</b>		
<b>Total 5000 · HOT FUND EXPENDITURES</b>	<b>14,164.65</b>	<b>218,493.04</b>	<b>283,746.30</b>	<b>77.0%</b>
<b>Total Expense</b>	<b>14,164.65</b>	<b>218,493.04</b>	<b>283,746.30</b>	<b>77.0%</b>
<b>Net Ordinary Income</b>	<b>-5,916.57</b>	<b>-15,006.02</b>	<b>-36,746.30</b>	<b>40.84%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
98000 · Transfer from HOT Fund Balance	0.00	0.00	36,746.30	0.0%
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>36,746.30</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>36,746.30</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-5,916.57</b>	<b>-15,006.02</b>	<b>0.00</b>	<b>100.0%</b>

Village of Salado, Hotel-Motel Fund  
**Check Listing**  
As of June 30, 2022

Date	Num	Name	Memo	Amount
06/02/2022	1750	SignAd Outdoor	Advertising Lease Space 05/30/22 - 06/26/22	1,200.00
06/06/2022	1751	Brandett Marketing	Marketing Materials	843.11
06/06/2022	1752	Darling Promo	Marketing Materials	37.25
06/06/2022	1753	Signs & Banners	10 Signs- Trolley	155.00
06/06/2022	1754	Spectrum Printing	Visitors Guide 2022 Qty 10,000	3,200.00
06/15/2022	1755	Visit Widget LLC	Website Hosting & Support	409.00
06/22/2022	1756	Salado Chamber of Commerce	Tourism Lease at Visitor's Center	1,517.00
06/22/2022	1757	Visit Widget LLC	Website Hosting & Support	409.00
06/27/2022	1758	Robert Bradley Weatherholt	Tourism Video Promos	250.00
				<u>8,020.36</u>
				<u><b>8,020.36</b></u>

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07/18/22

Accrual Basis

## Village of Salado- 400 Wastewater System Revenue

## Balance Sheet

As of June 30, 2022

	Jun 30, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Horizon Account x353	10,786.54
<b>Total Checking/Savings</b>	10,786.54
Accounts Receivable	
Accounts Receivable	42,382.62
<b>Total Accounts Receivable</b>	42,382.62
<b>Other Current Assets</b>	
Accounts Receivable- Sewer Conn	18,792.00
<b>Total Other Current Assets</b>	18,792.00
<b>Total Current Assets</b>	71,961.16
<b>TOTAL ASSETS</b>	<b>71,961.16</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	626.66
<b>Other Current Liabilities</b>	
Accrued Interest	21,203.00
Due to General Fund	303,911.17
<b>Total Other Current Liabilities</b>	325,114.17
<b>Total Current Liabilities</b>	325,740.83
<b>Total Liabilities</b>	325,740.83
<b>Equity</b>	
Retained Earnings	-161,988.76
Net Income	-91,790.91
<b>Total Equity</b>	-253,779.67
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>71,961.16</b>

**VILLAGE OF SALADO, TEXAS**  
**FUND BALANCE- WASTEWATER SYSTEM FUND**  
**As of June 30, 2022**

**Current Assets:**

Cash and Cash Equivalents	\$ 10,786.54
Receivables	<u>\$ 61,174.62</u>
<b>Total Current Assets</b>	<u><u>\$ 71,961.16</u></u>

**Liabilities and Fund Balances:**

**Liabilities:**

Accounts Payable	\$ 626.66
Accrued Interest	\$ 21,203.00
Intergovernmental Payable	\$ 303,911.17
<b>Total Liabilities</b>	<u><u>\$ 325,740.83</u></u>

**Reserves/Balances:**

Non-spendable Fund Balance	\$ -
Restricted Fund Balance	\$ -
Committed Fund Balance- Plant Operations	\$ (253,779.67)
Assigned Fund Balance	
Unassigned Fund Balance	<u>\$ -</u>
<b>Total Reserves/Balances</b>	<u><u>\$ (253,779.67)</u></u>

<b>Total Liabilities and Fund Balances</b>	<u><u>\$ 71,961.16</u></u>
--	----------------------------



**Village of Salado- 400 Wastewater System Revenue**  
**Profit & Loss Budget Performance**  
June 2022

	<u>Jun 22</u>	<u>Oct '21 - Jun 22</u>	<u>Annual Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Monthly Service Fees</b>	23,039.36	162,130.26	253,808.52	63.88%
<b>Interest Income</b>	1.27	22.24	35.00	63.54%
<b>Total Income</b>	<u>23,040.63</u>	<u>162,152.50</u>	<u>253,843.52</u>	<u>63.88%</u>
<b>Expense</b>				
<b>Misc</b>	0.00	1,460.00		
<b>Bank Service Charge</b>	0.00	0.00	1.00	0.0%
<b>Maintenance Contractor</b>	13,409.99	136,833.33	160,920.00	85.03%
<b>Professional Fees- Engineering</b>	1,802.24	32,692.82		
<b>Repairs</b>	963.32	39,547.99	10,091.31	391.9%
<b>Supplies</b>	0.00	0.00	25,000.00	0.0%
<b>TCEQ Fees</b>	0.00	1,250.00	1,250.00	100.0%
<b>Utilities</b>				
<b>Utilities- Electric</b>	6,335.11	40,584.86	54,549.73	74.4%
<b>Utilities- Water</b>	186.21	1,574.41	2,031.48	77.5%
<b>Total Utilities</b>	<u>6,521.32</u>	<u>42,159.27</u>	<u>56,581.21</u>	<u>74.51%</u>
<b>Total Expense</b>	<u>22,696.87</u>	<u>253,943.41</u>	<u>253,843.52</u>	<u>100.04%</u>
<b>Net Ordinary Income</b>	<u>343.76</u>	<u>-91,790.91</u>	<u>0.00</u>	<u>100.0%</u>
<b>Net Income</b>	<u><u>343.76</u></u>	<u><u>-91,790.91</u></u>	<u><u>0.00</u></u>	<u><u>100.0%</u></u>

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07/18/22  
Accrual Basis

Village of Salado- 400 Wastewater System Revenue

Check Listing

Date		Num	Name	As of June 30, 2022	Memo	Amount
06/02/2022	100239	Salado Water Supply Corporation	Utilities- Water			169.29
06/06/2022	100240	CH2MHILL OMI	Contracted Services			14,013.31
06/06/2022	100241	EGSW LLC	Micro-Solve Drums			3,675.00
06/15/2022	100242	Frontier Utilities	Electric Service at 401 S Stagecoach Road Well			55.31
06/24/2022	Draft	Cirro- USR Electrical	Cirro Electric- Waste Water Facilities Accounts			6,254.66
						<u>24,167.57</u>
						<u>24,167.57</u>

12:10 PM

07/18/22

Accrual Basis

## Village of Salado- 500 Wastewater Customer Deposits

## Balance Sheet

As of June 30, 2022

	Jun 30, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Horizon x317	10,570.92
<b>Total Checking/Savings</b>	10,570.92
Other Current Assets	
Due to/from Other Funds	100.00
<b>Total Other Current Assets</b>	100.00
<b>Total Current Assets</b>	10,670.92
<b>TOTAL ASSETS</b>	<b>10,670.92</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Wastewater Customer Deposits	10,930.00
<b>Total Other Current Liabilities</b>	10,930.00
<b>Total Current Liabilities</b>	10,930.00
<b>Total Liabilities</b>	10,930.00
<b>Equity</b>	
Retained Earnings	-266.92
Net Income	7.84
<b>Total Equity</b>	-259.08
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>10,670.92</b>

Village of Salado- 500 Wastewater Customer Deposits  
Profit & Loss  
October 2021 through June 2022

	Oct '21 - Jun 22
Ordinary Income/Expense	
Income	
Interest Income	14.00
Total Income	14.00
Net Ordinary Income	14.00
Net Income	14.00

12:12 PM  
07/18/22  
Accrual Basis

Village of Salado- 500 Wastewater Customer Deposits

Check Listing

As of June 30, 2022

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>
(No checks drawn this period)					
				0.00	0.00
				0.00	0.00

12:15 PM

07/18/22

Accrual Basis

## Village of Salado - 700 WW Permanent Improvement Bonds

## Balance Sheet

As of June 30, 2022

	Jun 30, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1002 · Horizon Bond Disbursement x8630	55,313.33
1003 · Horizon '18 Bond Proceeds x9230	315,243.20
<b>Total Checking/Savings</b>	370,556.53
<b>Other Current Assets</b>	
2206 · Due from GF for WW Operations	50,862.00
<b>Total Other Current Assets</b>	50,862.00
<b>Total Current Assets</b>	421,418.53
<b>Fixed Assets</b>	
1520 · Equipment	5,857.10
1530 · Wastewater Treatment Facility	10,854,736.00
1531 · Accum Depr- Depreciation WWTP	-847,776.30
<b>Total Fixed Assets</b>	10,012,816.80
<b>TOTAL ASSETS</b>	<b>10,434,235.33</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
2900 · Restricted Impact Fees	110,794.34
<b>Total Other Current Liabilities</b>	110,794.34
<b>Total Current Liabilities</b>	110,794.34
<b>Long Term Liabilities</b>	
2502 · '22 Refunding Bonds	7,530,000.00
2503 · Current Portion of Bonds	500,000.00
<b>Total Long Term Liabilities</b>	8,030,000.00
<b>Total Liabilities</b>	8,140,794.34
<b>Equity</b>	
3110 · Investments in Fixed Assets	1,532,817.00
32000 · Unrestricted Net Assets	660,091.78
Net Income	100,532.21
<b>Total Equity</b>	2,293,440.99
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>10,434,235.33</b>

12:16 PM

**Village of Salado - 700 WW Permanent Improvement Bonds**

07/18/22

**Profit & Loss**

Accrual Basis

October 2021 through June 2022

	<u>Oct '21 - Jun 22</u>
<b>Ordinary Income/Expense</b>	
Income	
4400 · Impact Fee Revenue	4,571.00
4100 · Interest Income	4,071.22
	<hr/>
Total Income	8,642.22
Expense	
6162 · Construction-Lines/Lift Station	358,110.01
	<hr/>
Total Expense	358,110.01
	<hr/>
Net Ordinary Income	-349,467.79
<b>Other Income/Expense</b>	
Other Income	
9700 · Transfers In- Series 2015 Bonds	450,000.00
	<hr/>
Total Other Income	450,000.00
	<hr/>
Net Other Income	450,000.00
	<hr/>
Net Income	<u>100,532.21</u>

12:18 PM  
07/18/22  
Accrual Basis

Village of Salado - 700 WW Permanent Improvement Bonds

Check Listing

As of June 30, 2022

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
(No checks drawn this period)				
				0.00
				0.00



12:21 PM

07/18/22

Accrual Basis

## Village of Salado - 300 Interest and Sinking Fund

## Balance Sheet

As of June 30, 2022

	<u>Jun 30, 22</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1001 · Horizon xxxx7846	122,793.78
Total Checking/Savings	122,793.78
Other Current Assets	
1200 · Due To/From General Fund	89,553.88
1215 · Property Tax Receivable	13,016.79
Total Other Current Assets	102,570.67
Total Current Assets	225,364.45
<b>TOTAL ASSETS</b>	<b>225,364.45</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2704 · Deferred Revenue- Ad Valorem	11,457.72
Total Other Current Liabilities	11,457.72
Total Current Liabilities	11,457.72
<b>Total Liabilities</b>	<b>11,457.72</b>
Equity	
32000 · Unrestricted Net Assets	143,851.80
Net Income	70,054.93
Total Equity	213,906.73
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>225,364.45</b>

**Village of Salado - 300 Interest and Sinking Fund**  
**Profit & Loss Budget Performance**  
June 2022

	Jun 22	Oct '21 - Jun 22	Annual Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4000 · Property Tax Revenue	1,193.05	745,785.68	675,403.56	110.42%
4100 · Interest Income	100.84	1,028.51	3,500.00	29.39%
<b>Total Income</b>	<b>1,293.89</b>	<b>746,814.19</b>	<b>678,903.56</b>	<b>110.0%</b>
<b>Expense</b>				
6105 · 2015 Bond Principal	0.00	0.00	380,000.00	0.0%
6106 · 2015 Bond Interest	0.00	0.00	189,042.00	0.0%
6107 · 2018 Bond Principal	0.00	0.00	120,000.00	0.0%
6108 · 2018 Bond Interest	0.00	0.00	65,395.00	0.0%
6109 · Series 2022 Refunding Bond Pmt	0.00	676,759.26		
<b>Total Expense</b>	<b>0.00</b>	<b>676,759.26</b>	<b>754,437.00</b>	<b>89.7%</b>
<b>Net Ordinary Income</b>	<b>1,293.89</b>	<b>70,054.93</b>	<b>-75,533.44</b>	<b>-92.75%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
7000 · Transfer- Surplus Debt Service	0.00	0.00	78,849.65	0.0%
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>78,849.65</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>78,849.65</b>	<b>0.0%</b>
<b>Net Income</b>	<b>1,293.89</b>	<b>70,054.93</b>	<b>3,316.21</b>	<b>2,112.5%</b>

Village of Salado - 300 Interest and Sinking Fund

Check Listing

As of June 30, 2022

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Amount</u>
(No checks drawn this period)					
				0.00	0.00
				0.00	0.00

# BOA Agenda Item Form



Date Submitted: July 18, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION  
REGARDING ANY ITEMS REMOVED FROM THE  
CONSENT AGENDA

**Funds Required:**  
**Funds Available:**

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- X Motion
- X Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider approval of any items removed from the Consent Agenda.

# BOA Agenda Item Form



**Village  
of Salado**

Date Submitted: July 18, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title: VILLAGE ADMINISTRATOR'S  
REPORT**

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☐ Motion
- ☒ Discussion

## Project/Proposal Summary:

- Solid Waste Fees
- Sales Tax Collections
- May 2022 Election Cost
- Traffic Safety Improvements
- Street and Drainage Improvements
- Uncollected Hotel Occupancy Tax Collections

# BOA Agenda Item Form



Date Submitted: July 16, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** PUBLIC HEARING AND CONSIDER ACTION REGARDING AN ORDINANCE REZONING 1209 N. STAGECOACH ROAD FROM HISTORIC DISTRICT (HD) TO LOCAL RETAIL (LR)

**Council Action Requested:**

- ☒ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to hold a public hearing and consider action regarding a proposed ordinance rezoning 2.059 acres located at 1209 N. Stagecoach Road from Historic District (HD) to Local Retail (LR).

The applicant is seeking to change the zoning designation for the subject property which will allow additional uses for future retail development on the property.

The proposed zoning change is consistent with the Village of Salado Comprehensive Plan that calls for properties on the IH-35 frontage road to be zoned for retail use.

The subject property has no historic significance.

On July 13, 2022, the Planning and Zoning Commission held a public hearing on the requested zoning change. Afterwards, the Commission voted to table action on the request until the July 26<sup>th</sup> meeting of the Commission.

With the Commission tabling action on the zoning request, Board members will need to take action delaying consideration of the zoning case until the August 4<sup>th</sup> Board of Aldermen meeting.

**ORDINANCE NO. 2022-\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, ZONING APPROXIMATELY 2.059 ACRES, LOCATED AT 1209 N. STAGECOACH ROAD IN SALADO, BELL COUNTY, TEXAS, FROM HD (HISTORIC DISTRICT) TO LR (LOCAL RETAIL); AND PROVIDING FOR THE FOLLOWING: SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.**

**WHEREAS**, the regulations established by the Village of Salado Zoning Ordinance, as amended, (the "Code") are specifically designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public facilities; and

**WHEREAS**, in the course of adopting the regulations established by the Code, the Planning and Zoning Commission and Board of Aldermen gave careful consideration to the unique qualities of the Village, including the demographics of its inhabitants, the community's history, geography, natural resources, existing structures, property values, workforce, education levels, commercial base, surrounding communities, public facilities and infrastructure; and

**WHEREAS**, the regulations established by the Code have been adopted with reasonable consideration, among other things, for the character of each district and its peculiar suitability for the particular uses; with a view of conserving property values and encouraging the most appropriate use of land in the Village; and

**WHEREAS**, the regulations established by the Code are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the Village and necessary and proper for carrying out the power granted by law to the Village; and

**WHEREAS**, the following enactments are a valid exercise of the Village's broad police powers and based upon the Village's statutory regulatory authority, including but not limited to Texas Local Government Code Chapters 51, 52, and 211; and

**WHEREAS**, the Board of Aldermen desires to amend the Village of Salado Zoning Map by rezoning approximately 2.059 acres, located at 1209 N. Stagecoach Road in Salado, Bell County, Texas from HD (Historic District) to LR (Local Retail) zoning classification; and

**WHEREAS**, the Board of Aldermen has carefully reviewed the requirements of the Village's Code of Ordinances and have concluded that the requested rezoning is consistent with established Village policy and in the public interest; and

**WHEREAS**, parties in interest and citizens have had an opportunity to be heard at public hearings conducted by the Planning and Zoning Commission and Board of Aldermen, notice of which was published in the Village's official newspaper before the 15th day before the first public hearing and agendas for each hearing were posted at the Village Municipal Building more than seventy-two (72) hours prior to the respective hearing.

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

**ARTICLE I. REZONING**

The Board of Aldermen of the Village of Salado has established zoning districts to regulate land use on individual properties within the corporate limits of the Village. For each zoning district, the Village has adopted use, height, area and development regulations that shall apply to that particular district. The following geographic boundaries of the zoning district for the property listed below is hereby established as follows:

THAT the zoning classification for approximately 2.059 acres, generally located 1209 N. Stagecoach Road in Salado, Bell County, Texas, according to the map or plat thereof recorded in Bell County Plat Records, and as described the attached Exhibit "A", incorporated by reference for all purposes, is hereby changed from HD (Historic District) to LR (Local Retail) zoning classification.

**ARTICLE II. ZONING DISTRICT MAP**

The official Zoning District Map shall be revised to reflect the zoning district boundary established by this Ordinance.

**ARTICLE III. SEVERABILITY**

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

**ARTICLE IV. EFFECTIVE DATE**

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

**ARTICLE V. PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, the Standard Zoning Enabling Act, and Chapter 211 of the Texas Local



Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** this 21<sup>st</sup> day of July 2022, by \_\_\_\_\_ (Ayes) to \_\_\_\_\_ (Nays) \_\_\_\_\_ (Abstain) vote of the Board of Aldermen of the Village of Salado, Texas.

**VILLAGE OF SALADO**

BY: \_\_\_\_\_  
Michael Coggin, Mayor

**ATTEST:**

\_\_\_\_\_  
Cara McPartland, City Secretary

## Parcels

Ball County Appraisal District, B/C Appraising - [www.bisconsulting.com](http://www.bisconsulting.com)

## Exhibit "A"

# BOA Agenda Item Form



Date Submitted: July 16, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION REGARDING A PROPOSED CONSTRUCTION/FINAL PLAN AND CONSTRUCTION PLANS FOR SAGE HILL AT AMITY LOCATED IN THE E-T-J OF THE VILLAGE OF SALADO

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider action regarding a proposed Construction/Final Plat and Construction Plans for Sage Hill at Amity, a residential development that will be located between West Amity Road and FM 2484 in the E-T-J of the Village of Salado.

Sage Hill at Amity is a proposed 22.89-acre residential development. This will be a single-phase development with approximately thirty (30) lots.

Access to the proposed subdivision will come from Few Oaks Drive. Water for the subdivision will be provided by the Salado Water Supply Corporation while wastewater services will be provided by on-site septic facilities.

The Village Engineer has reviewed the proposed plat and plans and found them to be in compliance with provisions of the Village of Salado's Subdivision Ordinance.

Attached is a copy of the proposed Construction/Final Plat for review and consideration.

The Village staff recommends approval of the proposed plat and construction plans for Sage Hill at Amity.

REPORT A 12.6M ACRES TRACT OF LAND, LOCATED IN BIG BUCKHORN TOWNSHIP, ADELMER COUNTY, TEXAS, AND 22.8M ACRES TRACT, ALONG A PORTION OF STATE ROAD 14, ACRES TRACT, IN ADAMS COUNTY, TEXAS, RECORDED IN BOOK 1011, PAGE 100, COUNTY, TEXAS.

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a brand with a reputation for over 25 years, we're proud to introduce the new **SAFARI** line of clothing. The new **SAFARI** line is a collection of clothing that is designed to be both functional and fashionable. The new **SAFARI** line is a collection of clothing that is designed to be both functional and fashionable. The new **SAFARI** line is a collection of clothing that is designed to be both functional and fashionable.

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AND PUBLIC ECONOMY AND GOVERNANCE AS PROGRAM ON THE FUTURE OF URBAN

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 10/20/2012     10/28/2012

**BLOODS - PAGES 69**

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MFT MOW-OP-WAT DISCA BOW ALBA • 6029 ACMS

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Source 2	20
Source 3	30
Source 4	40
Source 5	50
Source 6	60
Source 7	70
Source 8	80
Source 9	90
Source 10	100

Prepared and Forged Construction  
Village of Swanton, TN

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**PRELIMINARY**

THE INFORMATION CONTAINED HEREIN IS SET FORTH FOR YOUR INFORMATION ONLY. IT IS NOT INTENDED TO BE USED IN CONNECTION WITH ANY SECURITIES OFFERING. IT DOES NOT CONSTITUTE AN OFFER OF ANY SECURITIES AND SHOULD NOT BE USED AS A BASIS FOR ANY INVESTMENT DECISION.

DO NOT RELY ON THIS INFORMATION.

ALL INFORMATION IS UNCLASSIFIED

STATE OF TEXAS  
COUNTY OF HALL

I, the undersigned, a duly qualified juror, do hereby certify that the following is a true and correct copy of the original as the same appears in the files of the County Clerk of said County.

Robert L. Clark  
Executive Director, 1994-1998

DOES ANY ONE OF THEM PRODUCE  
THEIR OWN INFORMATION, DO WE EVER GET ANY INFORMATION  
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OF THE LAND AND HAVE THE CORRELATION BETWEEN THEM AND THE PRODUCTION

Information is ACCORDING with the information supplied on the VALUE OF INCOME, and

PREPARED BY

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Page 1, Schedule 990  
 extension not used

STATE OF TEXAS  
COUNTY OF DALLAS  
I, the undersigned authority, a duly qualified and duly sworn officer of the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Dallas, Texas, and that the same is a true and correct copy of the original as the same appears in the records of the County of Dallas, Texas, and that the same is a true and correct copy of the original as the same appears in the records of the County of Dallas, Texas.

DATE WHEN WE HAVE HAD OUR COMEC, We \_\_\_\_\_ DAY OF \_\_\_\_\_ YEAR \_\_\_\_\_

REGULAR PAYOUT, WE HAVE NOT HAD OUR COMEC \_\_\_\_\_

CO-OPERATION GROUP \_\_\_\_\_

DELL COUNTY  
 I HEREBY CERTIFY THAT I HAVE AFFORCED ALL \_\_\_\_\_ OF OR, IN, OR BY THE DELL COUNTY COMMISSIONER OF COURTS, AND THAT NO  
 FOR RECORD IN THE DEPT. RECORDS OF DELL COUNTY IN THE COUNTY CLERK.

DELL COUNTY

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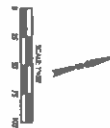
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 IN TYPE \_\_\_\_\_ PLATE NO. RECORD OF ALL COUNTY ISSUES  
 REGISTRATION INFORMATION NO. \_\_\_\_\_ OFFICIAL PLATE RECORD, ALL COUNTY ISSUES

A 23.887 ACRE TRACT OF LAND, LOCATED IN THE GRAMMS BETWEEN SURVEY ABSTRACT COUNTY TEXAS, SAID 23.887 ACRE TRACT, BEING A PORTION OF THAT CALLED 33.16 ACRE

**OWNER:**  
DOM RINGLER, JR  
4422 FM 2484  
SALADO, TEXAS 76571  
PHONE: 254-770-7248

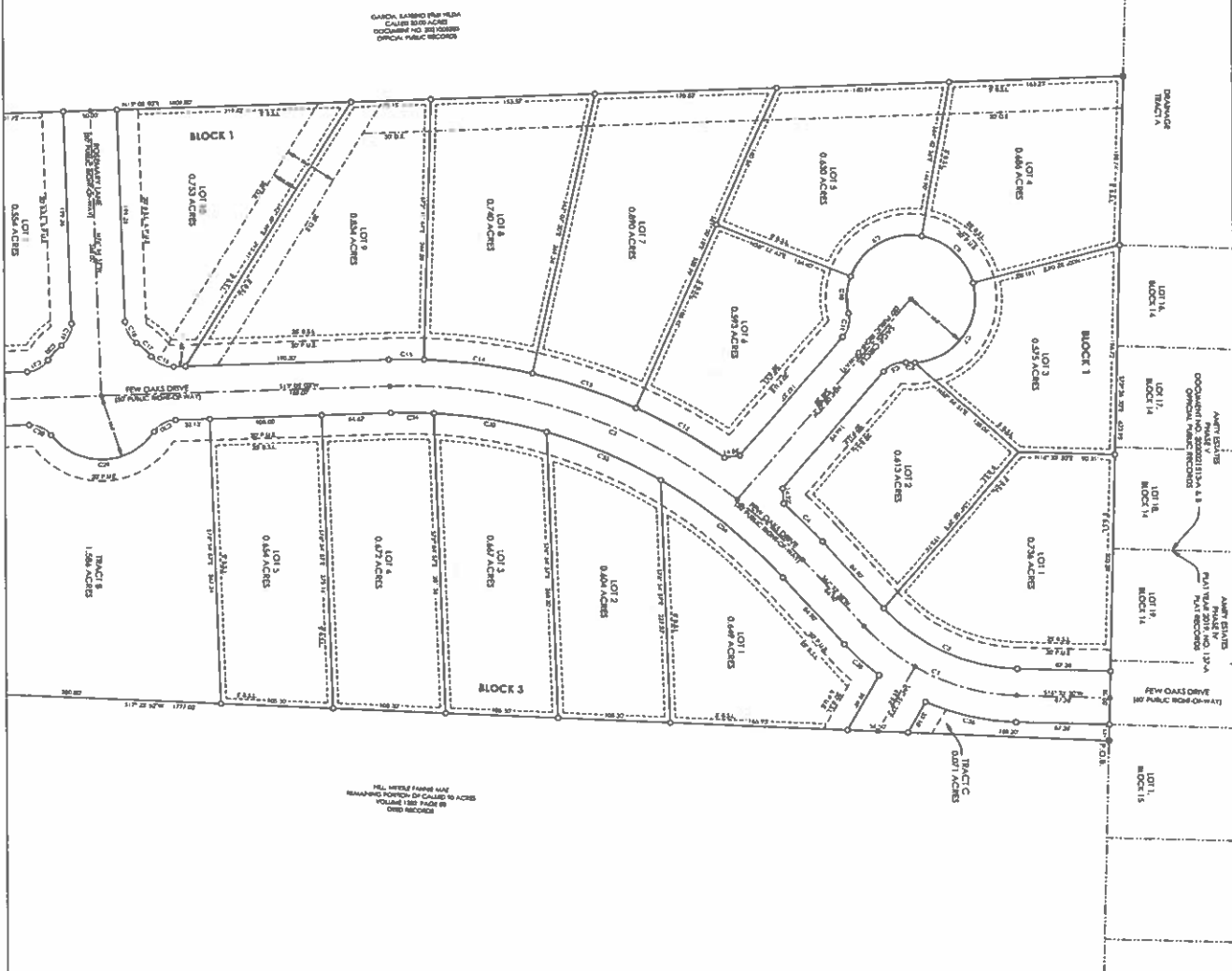
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TIME	APRIL 22, 2003
NAME	DR
ADDRESS	NO
CITY	OF 3

A SUBDIVISION LOCATED IN THE E 1/4 OF THE PLAT OF ORANGE, TALL CO. TEXAS. BEING A 32 AC. ACRES TRACT OF LAND, LOCATED IN THE TRACTS BETWEEN RAVERTY ABBOTT NO. 11, TALL CO. TEXAS, AND 22 AC. ACRES TRACT, BEING A PORTION OF TRACT CALLED 22.14 ACRES TRACT, OF LAND RECORDED IN BOOK 1466, P. 281, 1941, OFFICIAL PUBLIC RECORDS, TALL CO. TEXAS.



- **QOL** Road to recovery
- **LL** Reduced stressors like  
weight reduction
- **PGA** Patient report caregiver  
burdened caregiver
- **AA** LT from ICU to rehab
- **Q** 60% from ICU side a full  
patient inc. 20% after 4 weeks LAR

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6	NaOH	0.05N	NaOH	0.05N	NaOH	
7	NaOH	0.05N	NaOH	0.05N	NaOH	
8	NaOH	0.05N	NaOH	0.05N	NaOH	
9	NaOH	0.05N	NaOH	0.05N	NaOH	
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67	NaOH	0.05N	NaOH	0.05N	NaOH	
68	NaOH	0.05N	NaOH	0.05N	NaOH	
69	NaOH	0.05N	NaOH	0.05N	NaOH	
70	NaOH	0.05N	NaOH	0.05N	NaOH	



A SUBDIVISION LOCATED IN THE E.T. OF THE VILLAGE OF SALADO, BELL COUNTY, TEXAS

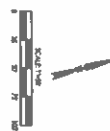
**Quick Inc.**  
Land Surveying, Land Planning, Consulting  
Firm: 10194104 512-915-4950  
1430 N. Robertson Road, Solado, Texas 76571

**OWNER**  
DON SINGLE II, JR.  
4422 FM 2484  
SALADO, TEXAS 76571  
PHONE: 254-770-7248

Job No.	14-071
Date	April 22, 2003
Debit	Dr
Credit	Cr
By	For



A FURTHER LOCATED IN THE T.J. OR NEARBY OF SAUNDERS, THE COUNTY, TEXAS, BEING A 20-ACRE TRACT OF LAND, LOCATED IN THE GRADUAL IMPROVEMENTS, ABSTRACT NO. 61, IN THE COUNTY, TEXAS, LAND IS THE ACRES TRACT, BEING A PORTION OF THAT CALLED IN THE ACRES TRACT OF LAND RECORDED IN DOCUMENT NO. 391-149-11, OFFICIAL PUBLIC RECORDS, THE COUNTY, TEXAS.



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|-----|-----------------|
| 202 | ROSE OF SHIRAZ  |
| 224 | SHADES OF SPICE |
| 245 | WILLY WAGTAIL   |
| 246 | PALE CRYSTAL    |
| 248 | PROVANCE        |
| 250 | LYRIC           |
| 252 | LYRIC           |
| 254 | LYRIC           |
| 256 | LYRIC           |
| 258 | LYRIC           |
| 260 | LYRIC           |
| 262 | LYRIC           |
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GARCIA, RAFAEL EZEQUIEL  
CALLED 3000 ACRES  
DOCUMENT NO. 304000000  
OFFICIAL PUBLIC RECORDS



HILL, MITCHEL FANNIE MAE  
REDACTED PORTION OF CALLED TO ATTN  
VOLUME 1382, PAGE 88  
CROSS SECTION

A SUBDIVISION LOCATED IN THE E.T.J. OF THE VILLAGE OF SALADO, BELL COUNTY, TEXAS

**Quick Inc.**  
Land Surveying, Land Planning, Consulting  
Firm: 10194104 512-915-4950  
1430 N. Robertson Road, Salado, Texas 76571

**OWNER:**  
DON MCGUIRE, JR.  
4422 FM 2484  
SALADO, TEXAS 76571  
PHONE: 254-770-7748

APR 20	1971
DATE	APRIL 21, 2022
CREATOR	DM
CITIZEN	NO
UNIT	1 OF 5

# BOA Agenda Item Form



Date Submitted: July 18, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION  
REGARDING A PROPOSED DEVELOPMENT  
AGREEMENT WITH QT SOUTH LLC

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action on a proposed development agreement with QT South LLC relating to the planned developed of a 5.87-acre tract of land located at the northwest corner of the intersection of FM 2484 and Interstate 35.

The Oklahoma based company is proposing to construct a Quick Trip Travel Center on a vacant tract of land currently located in the Village of Salado's E-T-J. In addition to items one would typically find in a convenience store, the facility will feature a full-service kitchen along with a complete menu of grab and go fresh food items. There will be fueling bays for regular motor vehicles and large trucks. The travel center is expected to employ approximately fifty people.

The proposed development agreement requires the annexation of the property into the Village. It also requires the developer to meet certain landscape and lighting requirements. It prohibits overnight truck parking and allows a one hundred feet tall free-standing sign.

The sign height exceeds the maximum allowable sign height of twenty feet for a property on Interstate 35. The developer indicated the taller sign is needed due to the location of exits on the highway and the position of the property at the intersection.

The Village staff recommends approval of the proposed development agreement with QT South LLC.

DEVELOPMENT AGREEMENT

BETWEEN  
THE VILLAGE OF SALADO, TEXAS  
AND  
QT SOUTH, LLC



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## **DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §

COUNTY OF BELL         §

This Development Agreement ("Agreement") is between The Village of Salado, Texas, a Texas general law municipality ("Village"), and QT SOUTH, LLC, a Texas limited liability company ("Developer"). In this Agreement, the Village and Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

### **RECITALS**

**WHEREAS**, the Developer is under contract to acquire approximately 5.87 acres of land (the "Land") located northwest of the intersection of FM 2484 and the south bound Interstate 35 Frontage Road, within the extraterritorial limits ("ETJ") of the Village, and more particularly described in **Exhibit A** attached hereto and fully incorporated into this Agreement; and

**WHEREAS**, the Developer intends to develop the Land for commercial uses to serve the residents and property owners of Village, the Village's extraterritorial jurisdiction, and Bell County ("County"), as well as tourists and visitors to the area. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Development;" and

**WHEREAS**, the Village has established a Future Land Use Plan ("Future Plan") to guide planning for future growth and development. The Village has determined that agreements with developers of commercial developments, such as the Development, will benefit the Village by annexing into the Village limits, establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging economic growth, diversifying the tax base, and promoting the welfare of all present and future citizens of the Village; and

**WHEREAS**, the Developer and Village wish to enter into this Agreement to provide an alternative to the Village's typical regulatory process for development, encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement and provide assurances of a high-quality development that will benefit the present and future residents of Village, its extraterritorial jurisdiction and the County; and

**WHEREAS**, the Parties desire to establish certain commitments to be imposed and made in connection with the development of the Land; to provide increased certainty concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of Developer and Village, for a period of years; and to identify planned land uses and intensity of development of the Land before and after annexation as provided in this Agreement, as allowed by applicable law including, but not limited to Section 212.172 of the Texas Local Government Code; and

**WHEREAS**, this Agreement runs with the land, and thus shall be notarized and filed of record in and among the land records of Bell County, and shall be binding upon subsequent purchasers of the Land, or any portions thereof; and

**WHEREAS**, the Village is statutorily authorized to enter into such agreements with owners of property located in the Village's ETJ pursuant to Texas Local Government Code Section 212.172.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, Village and Developer agree as follows:

#### ARTICLE 1 DEFINITIONS

1.1 Agreement: This development agreement between the Village and the Developer, including all Exhibits, which are incorporated herein for all intents and purposes.

1.2 Applicable Fees: The fees and charges to be paid by Developer to Village with respect to the development of the Land.

1.3 Applicable Rules. Village rules, regulations, and official policies in effect as of the Vesting Date, which, as modified by the Project Approvals, will be applicable to the development of the Land.

1.4 Board of Aldermen. The Board of Aldermen of the Village of Salado, Texas.

1.5 Concept Plan. The conceptual plan of the Project, attached as **Exhibit B**, as it may be amended from time to time in accordance with this Agreement.

1.6 Developer. QT South, LLC, and any successors and assigns; and any subsequent owner(s).

1.7 Effective Date. The date upon which this Agreement is executed by all Parties.

1.8 Impervious Cover Percentage. The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land. In the calculation of impervious cover each open space, greenbelt, park, irrigation field, golf course, flood plain, sidewalk adjacent to public roadway, granite or pea gravel trail, pool, deck, water quality and/or drainage facility and/or area, detention facility, swale, irrigation area, playground, sports facility, and similar area shall be deemed pervious cover for all purposes. These areas shall be included in all averaging calculations as pervious cover.

1.9 Initial Term. The term of this Agreement, commencing on the Effective Date and continuing for five (5) years thereafter.

1.10 Land. Approximately 5.87 acres of land, in Bell County, Texas, more particularly described in **Exhibit A**, comprising of the Project developed under this Agreement, as shown on the Concept Plan.

1.11 Planning and Zoning Commission. The Planning and Zoning Commission of the Village.

1.12 Project. The Land, as it will be developed under this Agreement.

1.13 Project Approvals. Approvals and entitlements described in Article 4.1

1.14 Service Commitment. The quantity of wastewater service capacity required for development and buildout of the Project, in accordance with the Concept Plan that is included in the Agreement.

1.15 Vesting Date. The date on which Developer files its first application with the Village for development of the Project.

1.16 Village. The Village of Salado, Texas, a Texas general law municipality.

1.17 Village Administrator. The duly selected and appointed Village Administrator of the Village of Salado, Texas.

## **ARTICLE 2 PUBLIC BENEFITS, INFRASTRUCTURE, AND AMENITIES**

2.1 Orderly Growth. Village has determined that development within its extraterritorial jurisdiction should occur in an orderly manner in order to protect the health, safety, and welfare of its present and future citizens, protect property values and provide for the growth of the Village's tax base. This Agreement will benefit the Village by facilitating the development of a commercial development within an appropriate area of the Village's extraterritorial jurisdiction, which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, the provision of required fire protection services, and the development of a diversified tax base.

2.2 Economic Growth. The development of the Project as a master-planned commercial development will benefit Village by providing new employers and an expanded job market for the residents of Village and its extraterritorial jurisdiction, furthering the development of an expanded commercial tax base, and making increased services available to residents of Village and its extraterritorial jurisdiction.

2.3 Water and Wastewater Infrastructure. Water service for the Project will be provided by the Salado Water Supply Corporation. Wastewater service will be provided by a privately owned and operated wastewater service provider.

2.4 Commerce and Tourism. The Village has an established tourism industry that attracts visitors to the area. In order to increase the amount of tourism and the availability of resources supporting the tourism industry; and to enhance the attractiveness of the area to tourists, the

Village seeks to expand its overall service industry. This will also provide new and expanded businesses to serve the residents of the area. The development of the Project, as contemplated by this Agreement, will further these Village goals.

2.5 Environmental Protection. Developer will strictly comply with all applicable state, local, and federal natural resource laws and regulations.

### ARTICLE 3 PARTIES' DUTIES

#### 3.1 Developer shall:

1. Petition Village to annex the Land, consisting of 5.87 acres, into its corporate limits, not later one hundred fifty (150) days following the approval by Village of this Agreement and prior to the start of construction of any improvements.
2. Prepare and submit to Village for approval of a landscape plan for the Project that adheres to the Landscape Design Guidelines described in Exhibit D of the Agreement, along with the requirements set forth in Section 5.2 Landscape Requirements of The Village of Salado Zoning Ordinance and any landscape-related variances described in Exhibit C. The Developer shall construct and maintain all improvements depicted on the landscape plan approved by Village.
3. Prepare and submit to the Village for approval a lighting plan for the Project that adheres to the Lighting Design Guidelines described in Exhibit E of the Agreement, along with the lighting requirements set forth in the Village of Salado Code of Ordinance. The Developer shall construct and maintain all lighting improvements depicted on the lighting plan approved by the Village.
4. During and following construction of the Project, the Developer shall be responsible for the removal of litter from the public right-of-way and adjacent property that results from the Project (with adjacent property owner consent).
5. Construct a five (5) foot sidewalk on the sides of all private roads in the Project, as specifically shown on the Concept Plan.
6. Visually screen from public view all ground, wall and roof mounted mechanical and utility equipment including, but not limited to, air conditioning units, generators, and transformers. Dumpsters shall also be screened from public view.
7. Prohibit commercial truck parking on the Land, with the exception of those trucks parking for the purpose of making deliveries, purchasing motor fuel, or purchasing consumer goods.
8. Prohibit overnight camping on the Land.
9. Otherwise comply with all applicable current Village ordinances and regulations, unless otherwise modified in this Agreement
10. Developer agrees to fund the purchase and installation of up to (4) universal charging stations for electric vehicles, for locations outside of the Land, such locations to be determined by Village; provided, that Developer's funding shall be capped at Twenty Thousand and No/100 Dollars (\$20,000) in the aggregate. Village shall be responsible for the purchase, install and permitting of the universal charging stations.

#### 3.2 Village shall:

1. Go through the required annexation process for the Land upon receipt of a petition requesting annexation.
2. Initiate the zoning process for the Land following completion of the annexation process, at no cost to the Developer.
3. Timely approve plans and issue the necessary site development, landscape, signage, lighting and building permits for the Development to be constructed by the Developer.

#### ARTICLE 4 PROPERTY DEVELOPMENT

##### 4.1 Project Approvals and Entitlements.

Applicable Rules: Except as modified by this Agreement, the Project shall be developed in compliance with the land uses and development standards attributable to the Local Retail (LR) zoning district. The Developer shall plan, plat, build-out and complete development and infrastructure on the Land in compliance with federal, state, and local laws, ordinances, rules, and regulations as they exist on the Effective Date of this Agreement ("Applicable Rules"), subject to the amendments, variances and waivers to the Village Code hereby agreed to by the Parties as provided in Project Approvals, **Exhibit C** of this Agreement attached hereto, as more particularly set forth below, and this Agreement. The "Project Approvals" are all approvals, variances, waivers and exceptions to the Applicable Regulations approved by the Village that are necessary or required for the development of the Land with the densities and land uses proposed in this Agreement, including but not limited to the exceptions and waivers provided in **Exhibit C**, the Concept Plan, this Agreement and other future regulatory approvals, including plat approval, final zoning designation, site development plans and building permits.

4.1.1 Project Approvals: The Developer has and shall continue to submit improvement plans to the Village and acquire any required permits from the Village prior to construction of any planned improvements. Such improvements shall comply with the applicable Village Code and Ordinances, as well as federal, state, and local laws. The Village agrees to not unreasonably delay granting such permits to the Developer upon Developer's proper request and application.

4.1.2 Concept Plan. The Village confirms that the Concept Plan, attached as **Exhibit B**, complies with the Village's Future Land Use Plan and that the Concept Plan has been approved by all requisite Village officials, boards, commissions, and by the Board of Aldermen.

4.1.3 Land Use. For purposes of this Agreement the following shall be allowed within areas noted as Commercial on the Concept Plan: uses permitted in the Village's LR Zoning District under the Village's Regulations, as they existed on the Effective Date, or subsequent regulations that are equivalent. The Village confirms its approval of the land uses, setbacks, densities, reservations of land for public purposes, exceptions, utility and roadway alignments and sizing and other matters shown on the Concept Plan and as described herein, including the inclusion of convenience stores with retail motor fuel sales, including high-speed diesel fueling positions, on those tracts of the Land dedicated for commercial use.

4.1.4 Zoning. It is the intent of the Parties that the Land will be developed with land uses described in the Village's zoning classification of LR (Local Retail), consistent with this Agreement, the Concept Plan, and the Project Approvals. This intention shall be incorporated into the annexation service plan, if applicable, for the Land pursuant to Section 43.056 of the Texas Local Government Code and shall be subject to the process, notices, hearings, and procedures applicable to all other properties within the Village, with such process to be commenced upon receipt of a zoning application that complies with this Agreement and the Applicable Rules. As noted above, Village agrees to waive all fees associated with the zoning application. Pursuant to Section 212.172(b)(8) of the Texas Local Government Code, the Land uses, development, and development intensity shown on and allowed in the Concept Plan, the Project Approvals, and in this Agreement shall be allowed for the Land after annexation during the Term of this Agreement.

4.1.5 Phasing of Development. The Project will be developed in one (1) phase.

4.1.6 Signage. Signage for the Project shall comply with the Village of Salado sign regulations in place on the effective date of the Agreement with the exception of the provisions set forth in **Exhibit C**.

4.2 Further Approvals. The Village agrees that any further approvals, as well as any amendments to the Project Approvals will become a part of the Project Approvals.

4.3 Standard for Review: The Village's review and approval of any submissions by Developer will not be unreasonably withheld or delayed. The Village will review any plans, plat, or other filing by Developer in accordance with the applicable Village's ordinances, state law and this Agreement.

4.4 Amendments. The Parties agree and acknowledge that minor changes to the Concept Plan that do not result in an increase of the Impervious Cover Percentage of the Project over eighty percent (80%) and which otherwise comply with the Applicable Rules and this Agreement may be approved by the Village Administrator without further public notice or hearing. Similarly, minor variations of a preliminary plan or final plat from the Concept Plan such as specific location of sidewalks, drainage easements and detention, specific alignment of internal streets and roads, and other elements specified by the final sealed design of the Project, and that do not increase the Impervious Cover Percentage of the Project over 70% and which otherwise comply with the Applicable Rules and this Agreement, will not require an amendment to the Concept Plan. All other Amendments shall be in writing and require mutual consent of the Parties.

4.5 Addition of Land. Should the Developer, in the future, desire to acquire and/or add additional land which has a shared boundary with the Land to the Project subject to this Agreement, such acquisition must occur on or before the expiration of the Initial Term or then-current term, unless otherwise approved by the Village. Developer must give written notice to the Village of the acquisition, which will include a description of the property that has been acquired and in addition submit a proposed concept plan for that additional property showing utilities, proposed land uses, and impervious cover analysis, at a minimum. Village's approval of the addition of property to this Agreement will be processed in accordance with the Applicable Rules and will not be unreasonably withheld or delayed.

4.6 Term of Approvals. The Concept Plan, the Project Approvals, and any preliminary plan or final plat approved pursuant to this Agreement will be effective for the Initial Term of this Agreement and any extensions unless modified by the Parties as permitted by this Agreement.

4.7 Deed Restrictions: Developer agrees that all restrictive covenants for the Project shall be reviewed and approved in writing by Village to ensure they reinforce the provisions of this section and apply to all builders and subsequent buyers. Developer shall duly file such restrictive covenants, following Village approval.

## ARTICLE 5 TERM, AUTHORITY, AND VESTING OF RIGHTS

### 5.1 Term.

5.1.1 Initial Term. The term of this Agreement will commence on the Effective Date and continue for five (5) years thereafter ("Initial Term"), unless sooner terminated under this Agreement. After the Initial Term, the Agreement may be extended by Agreement of the Parties for up to one (1) year, provided Developer has completed at least fifty percent (50%) of the vertical construction described in the Concept Plan on the Land at the time the extension request is made. A request for an extension of the Agreement must be delivered by the Developer to the Village in writing at least 90 (ninety) days prior to the last day of the then-current term.

5.1.2 Expiration. Except as otherwise provided herein, after the Initial Term and any Extension Period(s), this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from Project Approvals previously granted.

5.1.3 Termination or Amendment. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the Village and the Developer or may be terminated or amended only as to a portion of the Land by the mutual written consent of the Village and the owners of only the portion of the Land affected by the amendment or termination.

5.2 Authority. This Agreement is entered into, in part, under the statutory authority of Sections 212.172 and Chapter 380 of the Texas Local Government Code.

5.3 Equivalent Substitute Obligation. If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances, or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party's reasonable and practical control, the Parties will cooperate, to an extent reasonable, to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and as is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.



## ARTICLE 6 GENERAL PROVISIONS

6.1 Assignment; Binding Effect. This Agreement and the rights and obligations of Developer hereunder, may be assigned by Developer to a subsequent purchaser of all or a portion of the undeveloped property within the Project with prior written approval of the Village and provided that the assignee assumes all of the obligations that are assigned. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the Village and approved prior to becoming effective.

Upon any such assignment affecting the entire Property, Developer will be released of any further obligations under this Agreement as to the property sold and obligations assigned. The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns.

If Developer assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Developer will be non-severable, and Developer will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the Village may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.

The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

Developer agrees to memorialize the terms of this Agreement through inclusion in the plat notes. The Agreement shall be recorded in the County land records to place subsequent purchasers on notice.

6.2 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement shall not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and unenforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

6.3 Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas without giving effect to its conflict of laws provisions. Venue will be in a court of appropriate jurisdiction in Bell County, Texas.

6.4 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

6.5 Default. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice

to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The Village may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein without providing this contractual notice.

6.6 Remedies for Default. If either Party defaults under this Agreement and fails to cure the default within the applicable period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

The parties agree they will each make reasonable efforts to settle any claim or controversy arising out of this Agreement through communication and negotiation with each other. If such efforts should fail, then the involved dispute shall be submitted to non-binding mediation in Bell County, Texas (or elsewhere as may be agreed by both Parties) before a mutually acceptable mediator. Neither party shall unreasonably withhold acceptance of a mediator, and selection of the mediator shall be made within fifteen (15) days after written notice by one of the parties to the other that mediation is desired. The cost of such mediation, and of any other subsequent alternative dispute resolution procedures agreed to by the parties, shall be shared equally. The parties agree to appear before the mediator and to engage in mediation in good faith. In the event a dispute under this Agreement is placed in litigation, any party, or the court on its own motion, may refer the dispute to mediation.

6.7 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

6.8 Attorney's Fees. The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses, and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

6.9 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

6.10 Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties with proper authority to enter into an amendment. An amendment to this agreement may only be approved by an affirmative vote of a majority of the Village's Board of Aldermen.

6.11. Exhibits, Headings, Construction & Counterparts. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

6.12. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

6.13. Authority for Execution. The Village certifies, represents, and warrants that the execution of this Agreement has been duly authorized, and that this Agreement has been approved in conformity with Village ordinances and other applicable legal requirements. Developer certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with their authority.

6.14. Property Rights. Developer expressly and unconditionally waives and releases the Village from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Property, and the Project.

6.15. Notices. Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

**VILLAGE:**

*Original:* Village Administrator  
301 N. Stagecoach Rd.  
Salado, TX 76571

**DEVELOPER:**

Original: \_\_\_\_\_

6.16. Exhibits: The exhibits to this Agreement shall be incorporated herein for all intents and purposes. The exhibits are listed as follows:

Exhibit A – Legal Description of the Land

Exhibit B - Concept Plan – \_\_\_\_\_ Project

Exhibit C – Project Approvals

Exhibit D – Landscape Design Guidelines

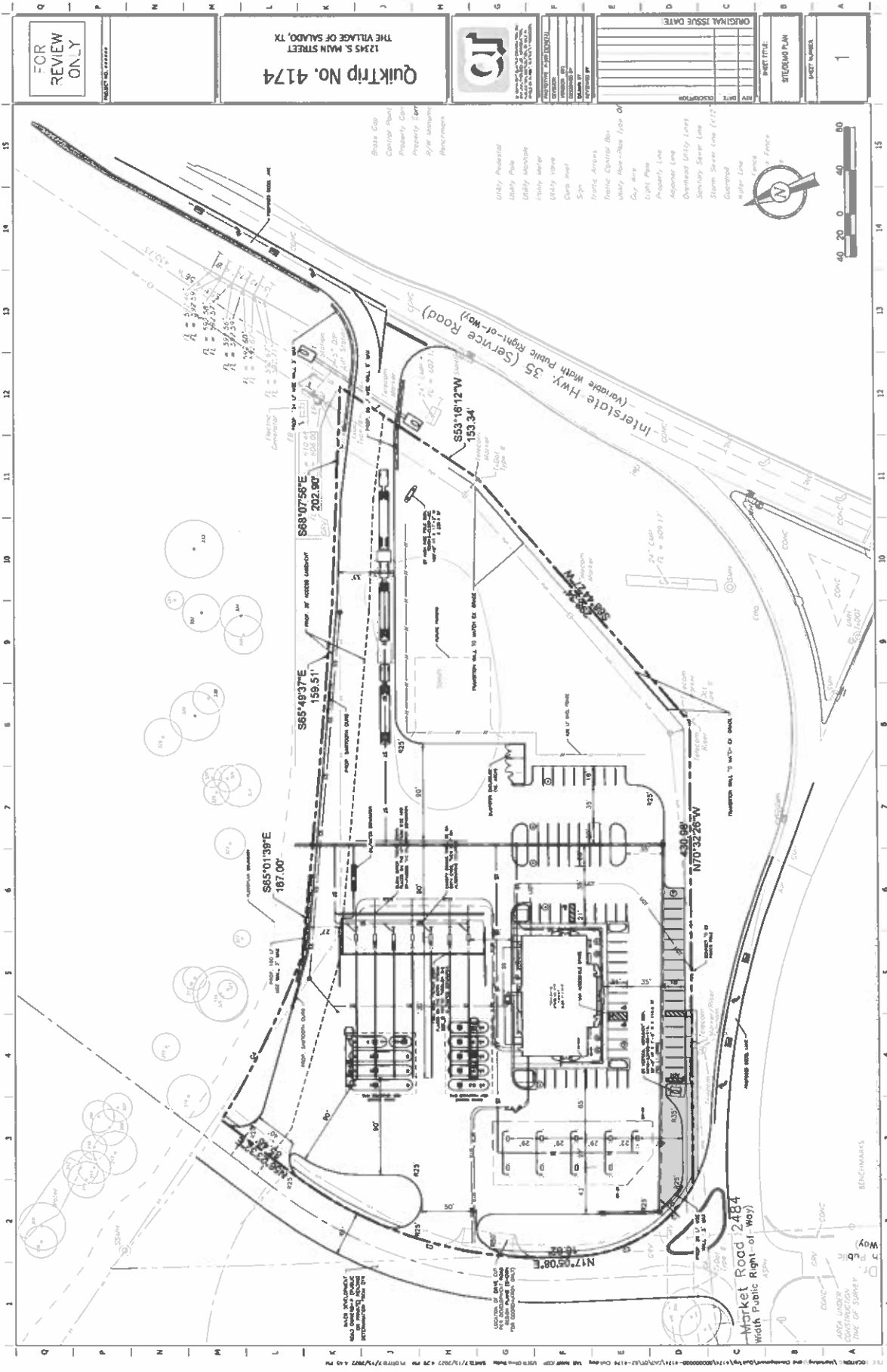
Exhibit E – Lighting Design Guidelines

THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT TO BE EFFECTIVE ON \_\_\_\_\_, 2022.

<b>VILLAGE OF SALADO:</b>	<b>DEVELOPER</b>
By: _____	By: _____
<b>ATTEST:</b>	<b>ATTEST:</b>
By: _____	By: _____

**EXHIBIT A**  
PROPERTY DESCRIPTION

**EXHIBIT B**  
CONCEPT PLAN



FOR  
REVIEW  
ONLY

QuikTrip No. 4174  
12345 S. MAIN STREET  
THE VILLAGE OF SALADO, TX



PROJECT NO. 2020-001  
DATE: 01/15/2020  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

REV	DATE	DESCRIPTION
1	01/15/2020	ISSUED FOR PERMIT

PROJECT  
SHEET NO. 1  
SHEET NAME



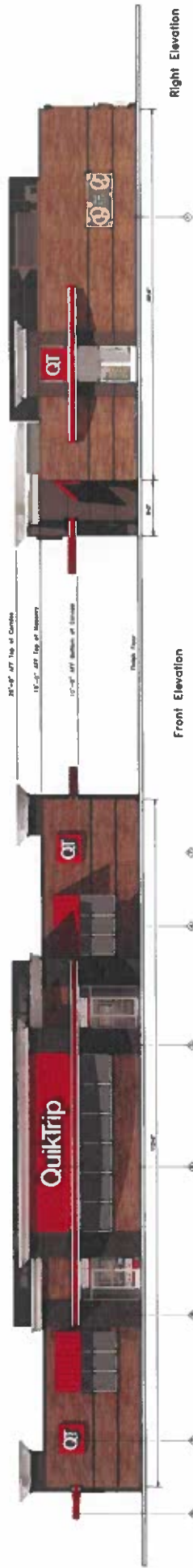
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DATE: 1/15/2020  
TIME: 10:00 AM  
PLOT: 1/15/2020 10:00 AM  
PLOTTER: HP DesignJet 5000

**EXHIBIT C**  
**PROJECT APPROVALS**

The following approvals, variances, waivers, and exceptions to the Applicable Rules as defined in the Agreement are approved by the Village for the development of the Land. Use and development shall comply with the zoning requirements and development standards for Local Retail District (LR), along with the Village's requirements relating to signage, except as hereinafter modified:

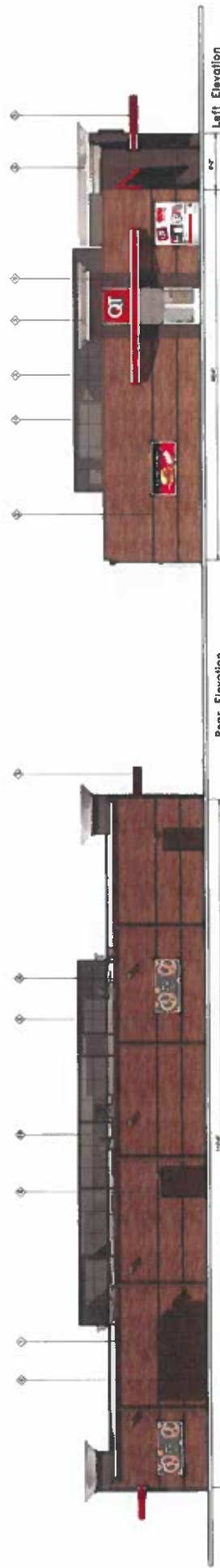
1. Developer shall be allowed one (1) free-standing that is no taller than one hundred (100') feet, with a sign face area that is no greater than six hundred thirty-three (633') feet.
2. Developer shall be allowed three (3) wall signs on the front wall of the convenience store building that will be constructed as part of the Project. The cumulative area of all wall signs shall not exceed ten (10) percent of the area of the front wall.
3. Developer shall be allowed one (1) wall sign on each of the two (2) side walls and the rear wall of the convenience store building. The area of each wall sign shall not exceed ten (10) percent of the area of the wall where the sign is to be located.
4. Developer shall be allowed two (2) monument signs to be placed at entrances of the Project.
5. Twenty (20) percent of the street yard shall be permanently landscaped area. The street yard shall be defined as the area between the building front and the front property line.
6. Developer shall be allowed a maximum impervious coverage of 80 percent.






Front Elevation

Right Elevation




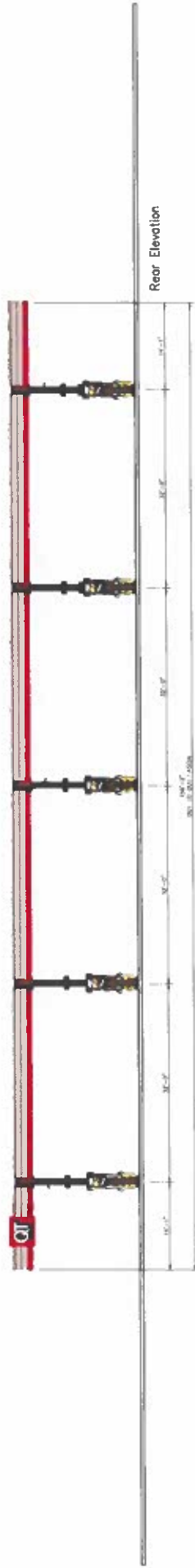
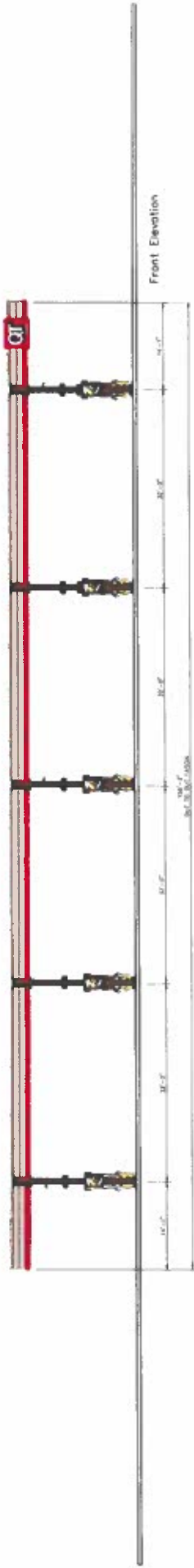
Rear Elevation


Left Elevation

	<b>QuikTrip.</b> <small>QuikTrip, Inc. 1300 East          10th Street, Suite 100          Tulsa, OK 74104          (918) 437-1111</small>	<b>Sheet #</b> 4174	<b>TCNK-L Building Elevations</b>	<b>Address:</b> NWC of I-35 & FM 2484	<b>City, State:</b> Village of Salado, TX	<b>Project:</b> TCNK-L Building Elevations	<b>Manufacturer:</b> TCNK-L Building Elevations	<b>Inspector:</b> TCNK-L Building Elevations
	<b>Scale:</b> 1/16" = 1'-0"	<b>Issue Date:</b> 07.15.22	<b>Drawn By:</b> JK	<b>Rev/Notes:</b>	<b>Notes:</b> 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 2. ALL MATERIALS SHALL BE AS MANUFACTURED. 3. ALL FINISHES SHALL BE AS MANUFACTURED. 4. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE. 5. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE. 6. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE. 7. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE. 8. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE. 9. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE. 10. ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.			



		4174 82-4174-TCNK	TCNK-L Building Elevations 1/16"=1'-0"	Address: NWC of I-35 & FM 2484 Union Bx: JK	City: Village of Salado, TX State: TX	PROJECT MANUFACTURING SPECIFICATIONS
1/16"=1'-0" 07.15.22		QuikTrip 1700 S.W. 12th Ave. Fort Lauderdale, FL 33315 (954) 475-7777				





**QuikTrip**  
4700 South 17th Street, Suite 100  
 Irving, TX 76039  
 1-800-851-7779

Sheet # **82-4174-GD10**    Scale: **1/16"=1'-0"**    Issue Date: **07.15.22**

Address: **NWC of I-35 & FM 2484**    City: **Village of Salado, TX**

Drawn By: **JK**    Rev/Notes:

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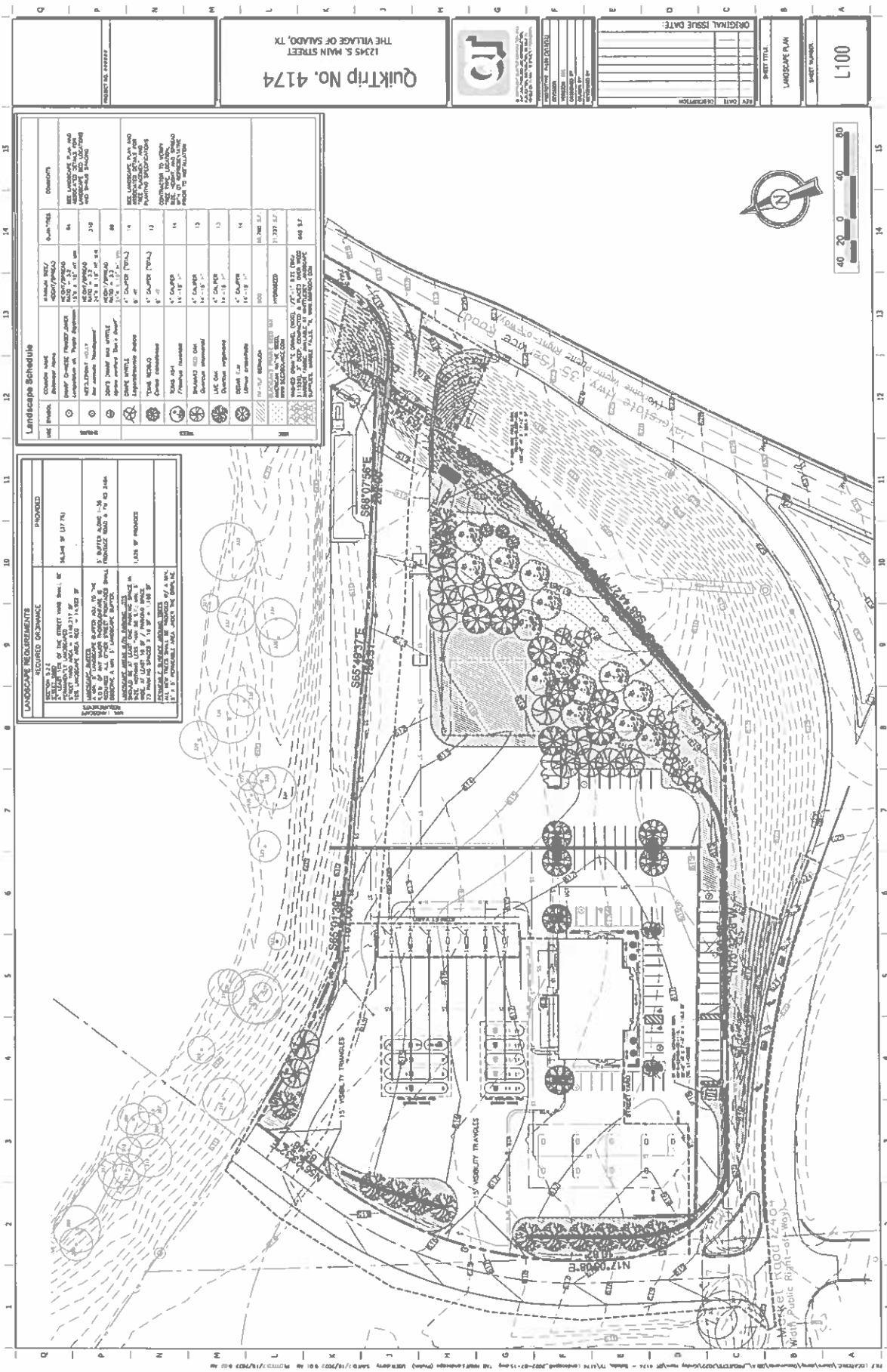


**EXHIBIT D**  
**LANDSCAPE DESIGN GUIDELINES**

The following guidelines are approved by the Village for the development of the Land. Landscaping for the development shall comply with these guidelines, along with the provisions set forth in Section 5.2 Landscape Requirements of the Village of Salado Zoning Ordinance and the landscape-related variances depicted on **Exhibit C**.

1. Landscaping shall blend with the dominant existing or planned streetscape and character of the area.
2. All landscaping shall utilize only living plant material.
3. Landscaping shall be provided near the primary building to anchor it to the surrounding environment and to soften the structure.
4. In-ground landscaping shall comprise the majority of the landscaping requirement. Raised planters are acceptable when designed to accentuate the architecture and or create pedestrian seating areas.
5. Trees shall be used throughout paved areas and along pedestrian pathways to provide shade, to reduce heat build-up and to cut glare.
6. A landscape buffer shall be provided to buffer and screen facilities uses from adjacent uses.
7. Dense landscaping and/or architectural treatments shall be provided to screen unattractive views and features such as storage areas, trash enclosures, utility cabinets and other similar elements.
8. Special landscape treatment at street intersection shall be provided to emphasize the corner.
9. Mature trees shall be used to provide an immediate impact, especially when used in buffering adjacent uses.
10. Proper maintenance and timely replacement of plant material is required.





**Landscape Schedule**

USE SYMBOL	COMMON NAME	PLANT SPECIES	PLANT SIZE	PLANT TYPE	COMMENTS
1	Small Tree	Small Tree	12" - 18"	Tree	See Landscape Plan for details
2	Medium Tree	Medium Tree	18" - 24"	Tree	See Landscape Plan for details
3	Large Tree	Large Tree	24" - 36"	Tree	See Landscape Plan for details
4	Shrub	Shrub	12" - 18"	Shrub	See Landscape Plan for details
5	Flowering Shrub	Flowering Shrub	12" - 18"	Shrub	See Landscape Plan for details
6	Groundcover	Groundcover	12" - 18"	Groundcover	See Landscape Plan for details
7	Grass	Grass	12" - 18"	Grass	See Landscape Plan for details
8	Water Feature	Water Feature	12" - 18"	Water Feature	See Landscape Plan for details
9	Lighting	Lighting	12" - 18"	Lighting	See Landscape Plan for details
10	Path	Path	12" - 18"	Path	See Landscape Plan for details
11	Wall	Wall	12" - 18"	Wall	See Landscape Plan for details
12	Gate	Gate	12" - 18"	Gate	See Landscape Plan for details
13	Driveway	Driveway	12" - 18"	Driveway	See Landscape Plan for details
14	Garage	Garage	12" - 18"	Garage	See Landscape Plan for details
15	Pool	Pool	12" - 18"	Pool	See Landscape Plan for details
16	Deck	Deck	12" - 18"	Deck	See Landscape Plan for details
17	Patio	Patio	12" - 18"	Patio	See Landscape Plan for details
18	Screening	Screening	12" - 18"	Screening	See Landscape Plan for details
19	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
20	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
21	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
22	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
23	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
24	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
25	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
26	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
27	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
28	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
29	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details
30	Planting	Planting	12" - 18"	Planting	See Landscape Plan for details

**LANDSCAPE REQUIREMENTS**

SECTION 3.1.2	REQUIRED DIMENSIONS	PROPOSED
1. PLANTING	1. PLANTING	1. PLANTING
2. PLANTING	2. PLANTING	2. PLANTING
3. PLANTING	3. PLANTING	3. PLANTING
4. PLANTING	4. PLANTING	4. PLANTING
5. PLANTING	5. PLANTING	5. PLANTING
6. PLANTING	6. PLANTING	6. PLANTING
7. PLANTING	7. PLANTING	7. PLANTING
8. PLANTING	8. PLANTING	8. PLANTING
9. PLANTING	9. PLANTING	9. PLANTING
10. PLANTING	10. PLANTING	10. PLANTING
11. PLANTING	11. PLANTING	11. PLANTING
12. PLANTING	12. PLANTING	12. PLANTING
13. PLANTING	13. PLANTING	13. PLANTING
14. PLANTING	14. PLANTING	14. PLANTING
15. PLANTING	15. PLANTING	15. PLANTING
16. PLANTING	16. PLANTING	16. PLANTING
17. PLANTING	17. PLANTING	17. PLANTING
18. PLANTING	18. PLANTING	18. PLANTING
19. PLANTING	19. PLANTING	19. PLANTING
20. PLANTING	20. PLANTING	20. PLANTING
21. PLANTING	21. PLANTING	21. PLANTING
22. PLANTING	22. PLANTING	22. PLANTING
23. PLANTING	23. PLANTING	23. PLANTING
24. PLANTING	24. PLANTING	24. PLANTING
25. PLANTING	25. PLANTING	25. PLANTING
26. PLANTING	26. PLANTING	26. PLANTING
27. PLANTING	27. PLANTING	27. PLANTING
28. PLANTING	28. PLANTING	28. PLANTING
29. PLANTING	29. PLANTING	29. PLANTING
30. PLANTING	30. PLANTING	30. PLANTING

**QuikTrip No. 4174**  
12345 S. MAIN STREET  
THE VILLAGE OF SALADO, TX



PROJECT NO.	4174
DATE	12/15/2011
DESIGNER	QUIKTRIP
CLIENT	QUIKTRIP
LOCATION	12345 S. MAIN STREET, THE VILLAGE OF SALADO, TX

ORIGINAL ISSUE DATE:	
REV	DATE
1	12/15/2011
2	12/15/2011
3	12/15/2011
4	12/15/2011
5	12/15/2011
6	12/15/2011
7	12/15/2011
8	12/15/2011
9	12/15/2011
10	12/15/2011

SHEET TITLE	LANDSCAPE PLAN
SHEET NUMBER	L100

## **EXHIBIT E**

### **LIGHTING DESIGN GUIDELINES**

The following guidelines are approved by the Village for the development of the Land. Lighting for the development shall comply with these guidelines, along with the lighting provisions set forth the Village of Salado Code of Ordinances.

1. Avoid competing light levels and maintain balanced light levels on-site and between adjacent properties. The exterior lighting design shall take into account the background lighting levels, lighting from other sources, and characteristics of the surrounding area.
2. Recommended illuminance level guidelines and uniformity ratios established by the Illumination Engineering Society of North America (IESNA) in the most current IESNA Recommended Practice or Design Guide shall also be incorporated for lighting designs.
3. Direct and reflected glare and excess site brightness shall be minimized.
4. Light trespass beyond property lines shall be minimized. The maximum horizontal illuminance at grade and the maximum vertical illuminance at five feet above grade should not exceed IESNA recommended practice for light trespass
5. Canopy Lighting. The average horizontal illuminance at grade of the canopy lighting (directly under the canopy) should not exceed thirty (30) footcandles and should conform to IESNA recommended practices. In addition, the individual luminaire lamp wattage for canopy lights shall not exceed 250 watts. Light fixtures mounted under canopies shall be completely recessed into the canopy with flat lenses that are translucent and completely flush with the bottom surface (ceiling) of the canopy. The sides (fascias) of the canopy shall extend below the lens of the fixture at least five (5) inches to block the direct view of the light sources and lenses from property line. Lights shall not be mounted on the top or sides (fascias) of the canopy, and the sides (fascias) should not be illuminated. Nothing in the Canopy Lighting shall restrict Developer from adding a LED band around the canopy and/or building as is frequently seen with QuikTrip convenience stores in the Austin, Texas market.
6. Parking Lot and Site Lighting · All luminaires shall be a full cut-off design, aimed downward and away from the property line. The maximum pole heights should not exceed twenty-five feet (25').
7. Building-Mounted Lighting. All luminaires shall be a full cut-off design and aimed downward. All luminaires shall be recessed or shielded so the light source is not directly visible from the property line. The maintained average horizontal illuminance at grade along the storefront, including any spill light from store interior, shall not exceed current IESNA recommended practice.

# BOA Agenda Item Form



Date Submitted: July 18, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION  
REGARDING A PETITION FOR DISANNEXATION  
SUBMITTED TO THE VILLAGE OF SALADO

**Council Action Requested:**

- ☐ Ordinance
- ☒ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action regarding a petition for disannexation submitted to the Village of Salado.

This past spring, a petition was delivered to the mayor seeking the disannexation of a portion of the corporate limits of Salado.

The petition was delivered too late for it to be validated and the issue placed on the May election ballot. As such, the next possible date an election could be held on the issue is November 8<sup>th</sup>.

With the deadline for calling a November election coming up in August, the Village staff recently completed a formal review of the petition, as required by State law. While all the signatures on the petition were able to be validated, it was discovered that the required metes and bounds description of the area proposed for disannexation is not correct. The incorrect description makes the petition invalid.

Attached is a memo from the City Attorney regarding the matter.

With the discovery of the above-mentioned issue, there is a need for board members to adopt the attached resolution formally declaring the petition invalid. Adoption of this resolution means there will not a November disannexation election.





## **MEMORANDUM**

### **CONFIDENTIAL COMMUNICATION – SUBJECT TO ATTORNEY/CLIENT PRIVILEGE**

**TO:** Mayor Michael Coggin and the Board of Aldermen of the Village of Salado, Texas

**FROM:** Joshua Katz

**DATE:** July 14, 2022

**RE:** Petition for Disannexation

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**Issue Presented:** The purpose of this memorandum is to examine issues related to the Petition for Disannexation submitted to the Village of Salado, Texas (the “Village”) and whether it meets the requirements of the Texas Local Government Code and Texas Election Code, in which case the Mayor would submit it to a municipal vote at the next uniform election date.

**Short Answer:** The Petition for Disannexation fails to meet the Local Government Code requirement to provide metes and bounds of the property it seeks to disannex, and therefore the Petition is invalid and cannot be submitted for a municipal vote.

**Discussion:** On February 18, 2022 a Petition for Disannexation was presented to the Mayor and Village Administrator requesting disannexation of an area within the municipal limits of the Village. *See Exhibit A.* In a general law city such as the Village, petitions for disannexation are governed by Texas Local Government Code Section 43.143, which allows disannexations by petition and popular election in certain circumstances. A petitioner seeking to have a defined area of a general law city disannexed from that city must meet all of the requirements of Section 43.143, as well as Chapter 277 of the Texas Election Code, which applies generally to all petitions.

The Village Administrator and Village Secretary, in conjunction with legal counsel, set out to review the Petition that was submitted to the Village to ensure that all of the legal requirements of the Election Code and Local Government Code were met.<sup>1</sup> Some of these requirements are that 50 or more qualified voters from the area proposed for disannexation must sign the petition, the petition must describe the area to be disannexed by metes and bounds, and the petition must include the signature, printed name, address, date of signing, and date of birth or voter identification number for each signatory. If all requirements are met, Texas Local Government Code Section 43.143(a) requires the Mayor to order an election in the Village on the question of disannexation

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<sup>1</sup> Because the Petition was submitted too late to review and be submitted on the May 2022 general election ballot, the Village reviewed the Petition for its potential inclusion on the November 2022 general election ballot.

on the next uniform election date.

The Village Administrator and Village Secretary reviewed the submitted Petition and determined that the Petition fails to meet at least one requirement set out by the Texas Local Government Code: It must provide metes and bounds that accurately describe the area to be disannexed. The Petition includes a map and metes and bounds of the area it ostensibly proposes for disannexation, but they are not signed or sealed by a surveyor. The Village submitted these metes and bounds to a surveyor to determine whether they accurately describe the area shown on the Petition's map. However, the metes and bounds provided in the Petition not only do not describe the area shown on the map, they describe a map multiple overlapping sections and multiple areas that do not close (*i.e.*, instead of producing a "box" depicting a parcel of land, a map made from the metes and bounds produces one or more sides are open-ended and therefore no parcel is depicted). *See Exhibit B.*

The Petition therefore does not meet the legal requirements set out by the Local Government Code and Election Code, and it is appropriate for the Village to adopt a resolution finding that the Petition is invalid, and that an election on disannexation as proposed by the petition cannot be ordered by the Mayor.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS,  
DECLARING THE INVALIDITY AND INSUFFICIENCY OF A  
PETITION FOR DISANNEXATION OF LAND IN THE VILLAGE OF  
SALADO, TEXAS**

**WHEREAS**, on February 18, 2022 a Petition for Disannexation, attached as **Exhibit A** and incorporated herein for all purposes, was presented to the Mayor and Village Administrator of the Village of Salado, Texas (the "Village") requesting disannexation of an area within the municipal limits of the Village that is purportedly described by map and metes and bounds within the Petition by municipal election; and

**WHEREAS**, in order for the Board of Aldermen (the "Board") of the Village to have jurisdiction to consider the Petition for Disannexation, the Petition must comply with the requirements of Texas Election Code Chapter 277 and Texas Local Government Code Section 43.143; and

**WHEREAS**, after investigation and report by the Village Administrator and City Secretary to the Board concerning said Petition for Disannexation, it is the conclusion of the Board that the Petition for Disannexation is invalid and insufficient to give the mayor or the Board the jurisdiction and authority to consider the request contained therein or order a municipal election.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, TEXAS:**

1. The proposed area to be disannexed pursuant to the Disannexation Petition attached as **Exhibit A** consists of land that is within the municipal limits of the Village of Salado, Texas, a general-law municipality.
2. Disannexation by petition and election in a general-law municipality is governed by Texas Local Government Code Section 43.143 and Texas Election Code Chapter 277.
3. The Disannexation Petition submitted to the Mayor of the Village on February 18, 2022 must meet the requirements of Texas Local Government Code Section 43.143 and Texas Election Code Chapter 277 before the mayor may order an election on the question within the Village.
4. Texas Local Government Code Section 43.143(a) requires a petition for disannexation, among other things, to describe the area to be declared no longer part of the municipality by metes and bounds.
5. Texas Election Code Section 277.002 states that for a petition to be valid, it must comply with any other applicable requirements prescribed by law, which would include those requirements found in Texas Local Government Code Section 43.143.
6. The Board of Aldermen of the Village finds that the attached Petition for Disannexation is invalid and insufficient because it does not comply with the

requirements of Texas Local Government Code Section 43.143 and Texas Election Code Chapter 277. This is because the metes and bounds description contained in the Petition for Disannexation does not close, and does not describe or correspond to the map of the proposed disannexation area that is part of the Petition for Disannexation. See **Exhibit A**. A surveyor retained by the Village determined that the metes and bounds description provided in the Petition for Disannexation does not close, and does not describe the area to be declared no longer part of the municipality, and therefore does not meet the requirements of Texas Election Code Section 43.143(a) or Texas Election Code Section 277.002. See **Exhibit B**, surveyor's map of metes and bounds.

7. Therefore, the Village hereby resolves that the Petition for Disannexation submitted to the Mayor and Village Administrator on February 18, 2022 is invalid and insufficient to give the mayor or the Board the authority to order an election on the question of disannexation in the municipality.

**EFFECTIVE DATE.** This RESOLUTION shall be in full force and effect from and after its date of approval.

**APPROVED: July \_\_, 2022.**

APPROVED:

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Michael Coggin, Mayor

ATTEST:

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Cara McPartland, City Secretary

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Joshua Katz, City Attorney

Sections 277.001 & 002; Texas Election Code 9/05 Section 43.149; Local Government Code 9/95

DISANNEXATION ELECTION PETITION FOR A PLACE ON THE VILLAGE GENERAL ELECTION BALLOT (DISANNEXATION PETICIÓN DE ELECCIÓN DE UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL DE LA ALDEA)

Name of Circulator: John Newman Page 1 of 2

COMPLETE ALL BLANKS (LLENAR TODOS LOS ESPACIOS EN BLANCO)

You are hereby requested to place a disannexation election for the area indicated in the Exhibits on the ballot for the next general election for the Village of Salado.

Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluye Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)	Date of Birth (Fecha de Nacimiento)
2/15/22	[Signature]	MATTHEW PEXARIC	1009 MELISSA CT	Bell	1142124499	-/-/-
2/15/22	[Signature]	Sarah Piskornik	1009 Melissa Ct	Bell	2001865293	-/-/-
2/16/22	[Signature]	KAREN V. KIMWISON	509 SAWTOOSED.	Bell	1061980804	-/-/-
2/16/22	[Signature]	Eusant...	916 Santa Maria Rd	Bell	1061585414	-/-/-
2/16/22	[Signature]	Robert J. Michalewicz	405 San Juan Cir	Bell	1062054937	-/-/-
2/16/22	[Signature]	Sylvia Michalewicz	405 San Juan Cir	Bell	1062054937	-/-/-
2/16/22	[Signature]	Charles D. Covert	409 San Juan Circle	Bell	1060767229	-/-/-
2/16/22	[Signature]	Vickie Agnew	409 San Juan Circle	Bell	1062855084	-/-/-
2/16/22	[Signature]	James James Haney	501 Santa Rosa Rd	Bell	1061633945	-/-/-
2/16/22	[Signature]	Judy King	513 Santa Rosa	Bell	1061285937	-/-/-
2/16/22	[Signature]	Linda Simonson	525 Santa Rosa	Bell	1062231048	-/-/-
2/17/22	[Signature]	Lyn Haney	501 Santa Rosa	Bell	1061633978	-/-/-

STATE OF TEXAS (ESTADO DE TEXAS) COUNTY OF TELLER (CONDADO DE TELLER)

AFFIDAVIT OF CIRCULATOR (DECLARACIÓN JURADA DE LA PERSONA QUE HACE CIRCULAR LA PETICIÓN)

BEFORE ME, the undersigned, on this 2/15/22 date personally appeared (ANTE MI, el/la suscriptor/a) personally appeared (ANTE MI, el/la suscriptor/a) and signed (FIRMÓ) the above statements and read them to the signer before the signer affixed their signature to the petition. I witnessed the affixing of each signature. The correct date of signing is shown on the petition. I verified each signature against the registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct. (Firmé la atención de cada firmante sobre la declaración citada y se le leí antes de que la suscribiera. Atestigué cada firma, y la fecha correcta de las firmas consta en la petición. Verifiqué la autenticidad de cada firma y creo que cada firma es la auténtica de la persona cuyo nombre aparece firmado y que son exactos los datos correspondientes a cada firmante.)

SUBSCRIBED ANTE MI, CON ESTA FECHA

Signature of circulator (Firma de la persona que hizo circular la petición) John Newman Title of officer administering oath (Cargo oficial otorgado al funcionario que administra el juramento) X Matthew Pexaric

Exhibit "A"

DISANNEXTION ELECTION PETITION FOR A PLACE ON THE VILLAGE GENERAL ELECTION BALLOT  
 (DISANNEXTION PETITION DE ELECCION DE UN LUGAR EN LA BOLETA DE ELECCION GENERAL DE LA ALDEA)

Name of Circulator John Newman  
 Page 2 of 6

COMPLETE ALL BLANKS (LLENAR TODOS LOS ESPACIOS EN BLANCO)

You are hereby requested to place a disannexation election for the area indicated in the Exhibits on the ballot for the next general election for the Village of Salado. (Por la presente se pide hacer una eleccion disanexacion para el area indicado en el las Anexos en la boleta electoral para las proximas elecciones generales para la Aldea de Salado.)			
Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Direccion de Residencia (Incluye Ciudad, Estado, Código Postal))
2/11/22	[Signature]	Reuben Riberao	1408 Oak Park
2/11/22	[Signature]	[Signature]	[Signature]
2/11/22	[Signature]	Michelle Wright	1512 Oak Park
2/11/22	[Signature]	Zack Wright	1512 Oak Park
2/14/22	[Signature]	Sharon Douglas	524 FM 2268
2/14/22	[Signature]	Bob Douglas	524 FM 2268
2/14/22	[Signature]	Wanda Fuchs	1801 Guess Dr
2/14/22	[Signature]	Eiko Stevens	1614 Guess Dr
2/14/22	[Signature]	Kira Stevens	1614 Guess Dr
2/14/22	[Signature]	Warren Stevens	1614 Guess Dr
2/15/22	[Signature]	UNDA GRAETH	916 San Juan Rd
2/15/22	[Signature]	Picnaen Picnaen	916 San Juan Rd

STATE OF TEXAS (ESTADO DE TEXAS) COUNTY OF (CONDOMADO DE) Bell

I, John Newman, (name of person who circulated petition) - (nombre de la persona que hizo circular la petición) personally appeared (ANTE MI, el/la suscriptor/a) en este (fecha) [Signature] and read them to the signer before the signer affirmed their signature to the petition. I witnessed the affording of each signature. The correct date of signing is shown on the petition. I verified each signature above registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct. (quien, habiendo presiado el/los) correspondiente, declaró y dijo: "Lléme la atención de cada firmante sobre la declaración citada y se la leí antes de que lo suscribiera. Atestigüé cada firma, y la fecha correcta de las firmas consta en la petición. Verifiqué cada información correspondiente a su inscripción y creo que cada firma es la auténtica de la persona cuyo nombre aparece firmado y que son exactos los datos correspondientes a cada firmante." (SWORN TO AND SUBSCRIBED BEFORE ME) Y SUSCRITO ANTE MI, CON ESTA FECHA)

Signature of circulator (Firma de la persona que hizo circular la petición) John Newman x John Newman  
 Title of officer administering oath (Titulo oficial de la persona que administra el juramento) Notary Public  
 Signature of officer administering oath (Firma oficial de la persona que administra el juramento) [Signature]  
 Title of officer administering oath (Titulo oficial de la persona que administra el juramento) Notary Public  
 Signature of officer administering oath (Firma oficial de la persona que administra el juramento) [Signature]  
 Title of officer administering oath (Titulo oficial de la persona que administra el juramento) Notary Public

DISANNEXTION ELECTION PETITION FOR A PLACE ON THE VILLAGE GENERAL ELECTION BALLOT  
(DISANNEXTION PETICIÓN DE ELECCIÓN DE UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL DE LA ALDEA)

Name of Circulator John Newman  
Page 5 of 6

COMPLETE ALL BLANKS (LENE TODOS LOS ESPACIOS EN BLANCO)

You are hereby requested to place a disannexation election for the area indicated in the Exhibits on the ballot for the next general election for the Village of Salado.  
(Por la presente se pide hacer una elección disanexación para el área indicada en el área Anexos en la boleta electoral para las próximas elecciones generales para la Aldea de Salado.)

Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluyendo Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)	Date of Birth (Fecha de Nacimiento)
8/13/22	<i>John Newman</i>	John Newman	1809 Guess Dr	Bell	1136853553	
2/13/22	<i>Claudia Addams</i>	Claudia Addams	1809 Guess Dr	Bell	2167601981	
2/13/22	<i>John Newman</i>	John Newman	1809 Guess Dr	Bell		
2/17/22	<i>Lawrence W Fuhs</i>	Lawrence W Fuhs	1801 Guess Dr	Bell	1062213695	1/1/1
1/1/1			(Signature removed)	Bell		1/1/1
1/1/1				Bell		1/1/1
1/1/1				Bell		1/1/1
1/1/1				Bell		1/1/1
1/1/1				Bell		1/1/1
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AFFIDAVIT OF CIRCULATOR (DECLARACIÓN JURADA DE LA PERSONA QUE HACE CIRCULAR LA PETICIÓN)

STATE OF TEXAS (ESTADO DE TEXAS) COUNTY OF COMAL (Name of person who circulated petition) - John Newman personally appeared (ANTE MI, el/la suscriptor(a) personalmente apareció) before me, the undersigned, on this 8/13/22 date, who being duly sworn, deposes and says: "I called each signer, and each signed the petition. I witnessed the signing of each signature. The correct date of signing is shown on the petition. I verified each signature against the registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct." (Yo he llamado a cada suscriptor(a) y cada uno de ellos firmó la petición. Yo presencié la firma de cada uno de ellos. La fecha correcta de la firma aparece en la petición. Yo verifiqué cada firma contra el registro de la inscripción y creo que cada firma es la auténtica de la persona cuyo nombre aparece firmado y que son exactos los datos correspondientes a cada firmante.) Y SUSCRIBO ANTE MI, CON ESTA FECHA)

Signature of circulator John Newman X John Newman Title of officer administering oath (Título oficial de/le la funciónarial que le tomó juramento)  
Signature of officer administering oath Chris S. Sapp X Chris S. Sapp



on for the Village of Salado.

1. *Staphylococcus aureus*

Th. (Théorème officiel de l'École des fonctionnaires) que le monde (universel) est



**DISANNECATION ELECTION PETITION FOR A PLACE ON THE VILLAGE GENERAL ELECTION BALLOT**  
(DISANNECATION PETICIÓN DE ELECCIÓN DE UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL DE LA ALDEA)

Name of Circulator John Newman  
Page 5 of 6

COMPLETE ALL BLANKS (LLENAR TODOS LOS ESPACIOS EN BLANCO)

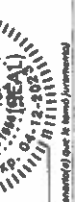
You are hereby requested to place a disannexation election for the area indicated in the Exhibits on the ballot for the next general election for the Village of Salado.

(Por lo presente se pide hacer una elección disanexación para el área indicada en el Anexo en la boleta electoral para las próximas elecciones generales para la Aldea de Salado.)

Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluye Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)	Date of Birth (Fecha de Nacimiento)
2/17/22	<i>[Signature]</i>	Gloria Swanhelm	1216 San Juan Rd	Salado, TX 76571	1208399410	-/-/-
2/17/22	<i>[Signature]</i>	John Swanhelm	1209 Salado Oaks Dr	Salado, TX 76571	106897913	-/-/-
2/17/22	<i>[Signature]</i>	Angela S. Johnson	1209 Salado Oaks Dr	Salado, TX 76571	1064993950	-/-/-
2/17/22	<i>[Signature]</i>	Dawn Dritz	916 Salado Oaks Dr	Salado, TX 76571	1061513838	-/-/-
2/17/22	<i>[Signature]</i>	Sherry Vannatta	1001 Salado Oaks Dr	Salado, TX 76571	1062500070	-/-/-
2/17/22	<i>[Signature]</i>	Thomas Brew	1201 Salado Oaks Dr	Salado, TX 76571	1200503721	-/-/-
2/17/22	<i>[Signature]</i>	Amada Shrock	1208 Salado Oaks Dr	Salado, TX 76571	1162898287	-/-/-
2/17/22	<i>[Signature]</i>	Justin St. John	1208 Salado Oaks Dr	Salado, TX 76571	1010892519	-/-/-
2/17/22	<i>[Signature]</i>	Lacey Teran	1100 Salado Oaks Dr	Salado, TX 76571	1218123564	-/-/-
2/17/22	<i>[Signature]</i>	Michael Giguere	915 Salado Oaks Dr	Salado, TX 76571	1199758735	-/-/-
2/17/22	<i>[Signature]</i>	Karen P. Kinison	1216 Salado Oaks Dr	Salado, TX 76571	1060737655	-/-/-
2/17/22	<i>[Signature]</i>	Gail Aumo	1308 Salado Oaks Dr	Salado, TX 76571	2131750899	-/-/-

STATE OF TEXAS - COUNTY OF Ball County - BEFORE ME, the undersigned, on this 21 day of February, 2022, personally appeared (ANTE MI, el/la suscriptor/a) John Newman (comparced) John Newman, name of person who circulated petition - (nombre de la persona que hizo circular la petición) who being duly sworn, deposes and says: "I called each signer's name to their attention and read them to the signer before the signer affixed their signature to the petition. I witnessed the affixing of each signature. The correct date of signing is shown on the petition. I verified each signature against the registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct." (eulen, habiendo pasado el nombre de cada suscriptor/a a su atención y se lo leí antes de que la declaración citada y se la leyó antes de que la suscribiera. Atestigüé cada firma, y la fecha correcta de las firmas consta en la petición. Verifiqué la autenticidad de cada firma y creo que cada firma es la autenticidad de la persona cuyo nombre aparece firmado y que son exactos los datos correspondientes a cada firmante.) SWORN TO AND SUBSCRIBED BEFORE ME AND DATE (JURADO EN LO CONCERNIENTE A SU INSCRIPCIÓN Y CREO QUE CADA FIRMA ES LA AUTENTICIDAD DE LA PERSONA CUYO NOMBRE APARECE FIRMADO Y QUE SON EXACTOS LOS DATOS CORRESPONDIENTES A CADA FIRMANTE.)

SIGNATURE OF CIRCULATOR (Firma de la persona que hizo circular la petición) John Newman x John Newman  
Signature of officer administering oath (Firma del funcionario que le hizo juramentar) Manuel x Manuel



DISANNECATION ELECTION PETITION FOR A PLACE ON THE VILLAGE GENERAL ELECTION BALLOT  
(DISANNECATION PETICIÓN DE ELECCIÓN DE UN LUGAR EN LA BOLETA DE ELECCIÓN GENERAL DE LA ALDEA)

Name of Circulator John Newman  
Page 5 of 5

COMPLETE ALL BLANKS (LLENAR TODOS LOS ESPACIOS EN BLANCO)

You are hereby requested to place a disannexation election for the area indicated in the Exhibits on the ballot for the next general election for the Village of Salado.  
(Por lo presente se pide hacer una elección disanexación para el área indicada en el Anexo en la boleta electoral para las próximas elecciones generales para la Aldea de Salado.)

Date Signed (Fecha de Firma)	Signature (Firma)	Printed Name (Nombre en letra de molde)	Residence Address (Including City, Texas, Zip) (Dirección de Residencia (Incluye Ciudad, Estado, Código Postal))	County (Condado)	Voter VUID Number (Núm. de VUID de Votantes)	Date of Birth (Fecha de Nacimiento)
2/17/22		JENNIFER KLWARD	1308 Salado Oaks Dr	Bell	1063247876	1-1-1
2/18/22		Chris Seaton	923 Salado Oaks Dr	Bell	1063262769	1-1-1
2/18/22		Randy Jackson	1068 Salado Oaks Dr	Bell	1062070941	1-1-1
2/18/22		MATT A. CASE	1009 Salado Oaks Dr	Bell	1169789485	1-1-1
2/18/22		KYLE DEAN	1109 Salado Oaks Dr	Bell	1125895625	1-1-1
2/18/22		Terri Seaton	923 Salado Oaks Dr	Bell	1060685785	1-1-1
1-1-1			Salado, TX 76571	Bell		1-1-1
1-1-1			Salado, TX 76571	Bell		1-1-1
1-1-1			Salado, TX 76571	Bell		1-1-1
1-1-1			Salado, TX 76571	Bell		1-1-1
1-1-1			Salado, TX 76571	Bell		1-1-1
1-1-1			Salado, TX 76571	Bell		1-1-1

AFFIDAVIT OF CIRCULATOR (DECLARACIÓN JURADA DE LA PERSONA QUE HACE CIRCULAR LA PETICIÓN)

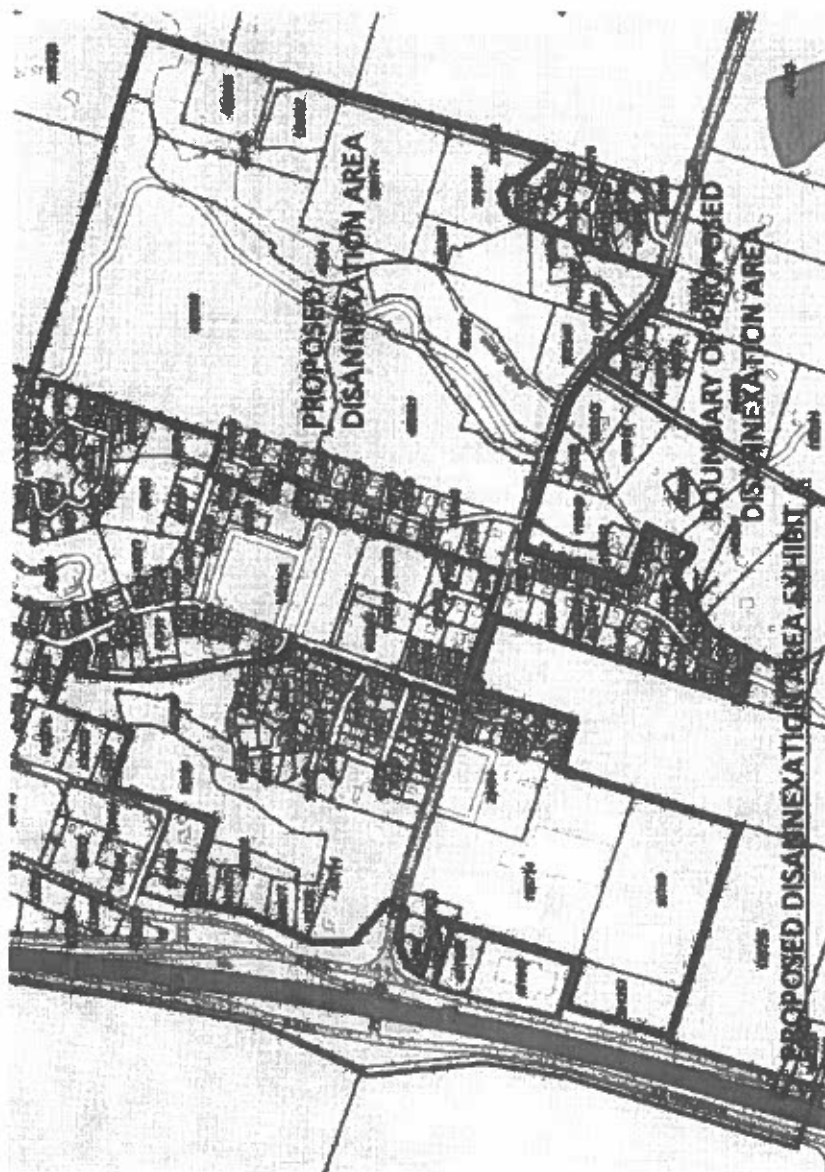
STATE OF TEXAS (ESTADO DE TEXAS) COUNTY OF (CONDADO DE) Bell. BEFORE ME, the undersigned, on this 2/18/22 date, personally appeared (ANTE MI, el/la suscrito/a, en este (fecha) compareció) John Newman (name of person who circulated petition) - (nombre de la persona que hizo circular la petición) who being duly sworn, deposes and says: "I called each signer's attention to the above statements and read them to the signer before the signer affixed their signature to the petition. I witnessed the affixing of each signature. The correct date of signing is shown on the petition. I verified each signer's registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct." (quien, habiendo prestado juramento, correspondiente, declaró y dijo: "Leí la atención de cada firmante sobre la declaración citada y se la leí antes de que lo suscribiera. Atestigué cada firma, y la fecha correcta de las firmas consta en la petición. Verifiqué el estado de registro de cada firmante en lo concerniente a su inscripción y creo que cada firma es la auténtica de la persona cuyo nombre aparece firmado y que son exactos los datos correspondientes a cada firmante.") SWORN TO AND SUBSCRIBED BEFORE ME THIS 22 (JURADO Y SUSCRITO ANTE MI, CON ESTA FECHA)

X John Newman Signature of circulator (Firma de la persona que hizo circular la petición)

X Chris Seaton Signature of officer administering oath (Firma del/la funcionario/a que le hizo jurar)

X managing Title of officer administering oath (Cargo del/la funcionario/a que le hizo jurar)





PROPOSED DISANNEXTATION AREA EXHIBIT B

Metes & Bounds

Starting at the marker at the southwest corner of SHEPHERDS GLEN SUBDIVISION REPLAT (LTS 2-3, 9-10, 12, 19-20), LOT 0020, currently the most eastern city limits on FM 2268 (including all related rights-of-way), heading west crossing FM 2268 perpendicular to the centerline, stopping at (including all related rights-of-way) a point of the northeast corner of CHISHOLM TRAIL PHASE 1, BLOCK 001, LOT 0001

Thence S 19° W - 750.90' to a point

Thence S 71° E - 302.50' to a point

Thence S 71° E - 87.00' to a point

Thence S 26° 35' 56" W - 182.41' to a point

Thence S 24° 25' 02" W - 166.95' to a point

Thence S 81° 18' 05" W - 40.97' to a point

Thence N 53° 47' 27" W - 175.82' to a point

Thence N 74° 44' 30" W - 37.79' to a point

Thence S 53° 41' 31" W - 174.94' to a point

Thence S 57° 25' 45" W - 212.27' to a point

Thence S 31° 45' 56" W - 347.35' to a point

Thence N 71° 32' 38" W - 161.04' to a point

Thence N 71° 00' 07" W - 60' to a point

Thence S 18° 59' 53" W - 46.88' to a point

Thence N 71° 00' 07" W - 126' to a point

Thence N 18° 59' 58" E - 570.00' to a point

Thence N 18° 28' 43" E - 173.89' to a point

Thence N 19° 02' 50" E 831.13' to a point

Thence N 19° 01' E - 190.00' to a point (Northwest corner AO708BC W ROBERTS, 1-1, FULFORD GARAGE)

Thence N 71° 06' W - 475.9' to a point (northeast corner Oxford Drive Subdivision) OR S 70° 59' 19" E - 474.71' to a point (northeast corner of A0662BC V R PALMER, 2 & A0708BC W ROBERTS, 2-1)

Thence N 16° 59' 54" E - 108.0' to a point

Thence S 16° 59' 54" W - 299.59' to a point

Thence S 17° 01' 20" W - 318.87' to a point

Thence N 75° 10' 59" W - 339.00' to a point (southwest corner of Oak Park Subdivision)

Thence N 19° 18' 00" E 496.6' to a point

Thence N 18° 55' 17" E - 763.7' to a point

Thence N 71° 02' 42" W - 1543.8' to a point

Thence S 17° 31' 47" W - 32.8' to a point

Thence S 17° 31' 47" W - 731' to a point

Thence S 71° 32' 40" E - 311.7' to a point

Thence S 17° 31' 47" W - 866.90' to a point

Thence S 71° 14' 48" E 410.32' to a point (Cowboy Code) OR Thence N 73° 27' 33" W - 410.27' to a point (Salado Wildlife Replat)

Thence N 27° 36' 44" E - 236.37' to a point

Thence N 67° 49' 13" E - 176.57' to a point

Thence (C1) Radius 1949.05' Length 76.46' Delta 2° 14' 51" Chord Bearing S 86° 07' 04" E Chord length 76.45' to a point

Thence (C2) Radius 1949.05' Length 69.27' Delta 2° 02' 10" Chord Bearing S 86° 07' 41" E Chord length 69.26' to a point

Thence S 73° 29' 56" E - 71.37' to a point

Thence N 27° 27' 38" E - 101.32' to a point (across FM 2268 to Salado Sanctuary, North Tract)

Thence N 51° 22' 30" W - 349.96' to a point

Thence N 23° 23' 45" W - 184.08' to a point

Thence N 10° 52' 45" - 183.97' to a point

Thence N 27° 27' 25" E - 88.32' to a point

Thence N 23° 14' 00" E - 347.54' to a point

Thence N 10° 36' 30" E - 350.23' to a point

Thence N 0° 36' 15" E - 99.67' to a point

Thence S 74° 12' 00" E - 287.78' to a point

Thence S 74° 08' 45" E - 326.07' to a point

Thence N 17° 34' 40" E - 323.38 to a point

Thence N 16° 18' 45" E - 408.80' to a point

Thence S 71° 50' 45" E - 394.66' to a point

Thence N 16° 35' 50" E - 46.86' to a point

Thence N 16° 40' 20" E - 388.86' to a point

Thence N 17° 09' 05" E - 130.08' to a point

Thence S 73° 17' 05" E - 293.96' to a point

Thence S 74° 19' 35" E - 118.01' to a point

Thence S 28° 50' 25" E - 149.48' to a point

Thence S 61° 09' 35" W - 27.09' to a point

Thence (C1) Radius 89.42' Delta 045° 34' 37" Chord Bearing S 83° 35' 45" W Chord 69.27' Length 71.13' to a point

Thence N 73° 40' 25" - 140.99' to a point

Thence S 3° 45' 23" E - 63.81' to a point

Thence S 7° 12' 15" W - 92.07' to a point

Thence (C2) Radius 1005.33' Delta 010° 29' 31" Chord Bearing S 01° 52' 50" W Chord 183.84' Length 184.10' to a point

Thence C3 Radius 1797.37' Delta 003° 54' 15" Chord Bearing S 05° 19' 45" W Chord 122.45' Length 122.47' to a point

Thence S 7° 12' 50" E - 158.10' to a point

Thence C4 Radius 1248.31' Delta 006° 32' 22" Chord Bearing S 10° 34' 35" W Chord 142.40' Length 142.48' to a point

Thence S 13° 54' 55" E - 319.63' to a point

Thence 48.3' across San Jose Road to a point

Thence S 56° 36' 30" E - 112.00' to a point  
 Thence S 56° 36' 30" E - 31.00' to a point  
 Thence R = 135.11' - 75.01' to a point  
 Thence L = 153.01' - 78.00' to a point  
 Thence S 71° 28' 00" E - 28.00' to a point  
 Thence S 18° 19' 10" W - 135.9' to a point  
 Thence S 18° 13' 30" W - 396.23' to a point  
 Thence S 18° 18' 00" W - 324.78' to a point  
 Thence S 17° 46' 40" W - 185.27' to a point  
 Thence S 18° 18' 50" W - 109.06' to a point  
 Thence S 62° 49' 00" W - 70.74' to a point  
 Thence 137.00' from southeast corner of LINDA VENTURA, BLOCK 003, LOT 0008 across Baines St. to the southwest corner of BAINES STREET SUBDIVISION, BLOCK 001, LOT 0001 to a point  
 Thence N 73° 24' 47" W - 373.53' to a point  
 Thence N 73° 25' 18" W - 403.27' to a point  
 Thence S 16° 15' 32" W - 445.90' to a point  
 Thence N 17° 52' 32" E - 1323.26' to a point  
 Thence N 18° 33' 23" E - 153.04' to a point OR S 17° 20' 34" W - 152.52' to a point  
 Thence N 73° 49' 01" W - 163.87' to a point  
 Thence S 24° 00' 01" W - 128.30' to a point

Thence S 73° 46' 17" E - 179.69' to a point  
 Thence S 16° 46' 00" W - 118.35' to a point  
 Thence S 17° 20' 41" W - 135.11' to a point  
 Thence S 72° 17' 05" E - 22.5' to a point  
 Thence S 17° 42' 09" W - 177.2' to a point  
 Thence S 17° 42' 09" W - 60.00' across Salado Oaks Dr. to a point  
 Thence S 73° 10' 08" E - 115' to a point  
 Thence S 72° 17' 07" E - 62.11' to a point in Salado Sanctuary, Phase I  
 Thence N 16° 22' 14" E - 466.98' to a point  
 Thence N 16° 22' 14" E - 740.10' to a point  
 Thence N 73° 37' 19" E - 99.99' to a point  
 Thence N 16° 14' 11" E - 140.00' to a point  
 Thence S 73° 31' 55" E - 100.32' to a point  
 Thence S 73° 33' 31" E - 2503.70' to a point  
 Thence S 15° 58' 04" W - 771.91' to a point  
 Thence S 28° 17' 04" W - 204.53' to a point  
 Thence S 16° 40' 54" W - 1697.65' to a point  
 Thence S 71° 42' 35" E - 60.00' to a point  
 Thence S 40° 17' 27" E - 271.57' to a point  
 Thence S 10° 56' 31" E - 55.52' to a point  
 Thence S 52° 28' 09" E - 80.00' to a point

Thence N 75° 51' 46" E - 110.00' to a point

Thence N 39° 14' 47" E - 102.00' to a point

Thence N 19° 14' 47" E - 513.26' to a point

Thence S 70° 57' 24" E - 47.00' to a point

Thence N 19° 14' 47" E - 474.13 to a point

Ending at the marker at the southwest corner of SHEPHERDS GLEN SUBDIVISION REPLAT  
(LTS 2-3, 9-10, 12, 19-20), LOT 0020



10/20/8

Reduction: 3106 / 265

[illegible]

**TULLEY ASSOCIATES, INC.**  
 10000 W. 10th Avenue, Suite 100  
 Denver, CO 80231  
 (303) 751-1100

**PLAYBOY**

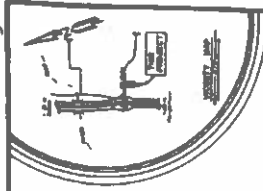
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11-2-A

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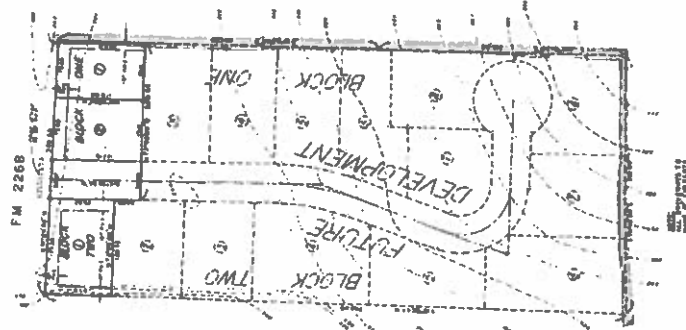
DATE OF BIRTH AND SEX, FULL NAME OF THE CHILD



# FINAL PLAT

OXFORD DRIVE SUPERSECON SECTION CART 6' 14" DRIVE 1st of 1st 2nd Supercon Drive, 4th 1st Pavement, 2nd Quality, 3rd	1st 2nd Supercon Drive, 4th 1st Pavement, 2nd Quality, 3rd	1st 2nd Supercon Drive, 4th 1st Pavement, 2nd Quality, 3rd	1st 2nd Supercon Drive, 4th 1st Pavement, 2nd Quality, 3rd
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0-423  
BP 305



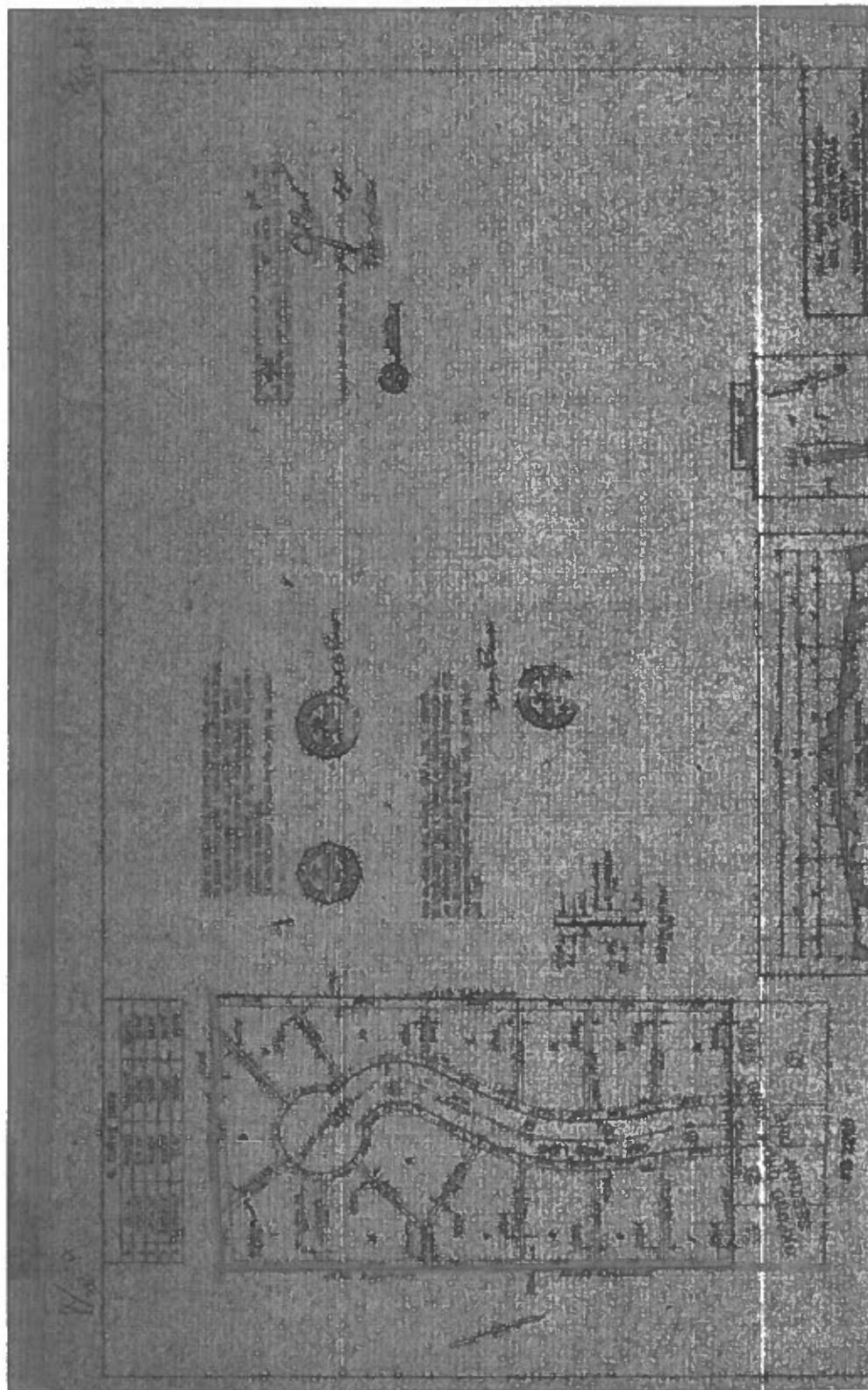
1900 bis 1910 der 1. Weltkrieg, 1914 bis 1918 der 2. Weltkrieg, 1939 bis 1945 der 3. Weltkrieg, 1945 bis 1949 der 4. Weltkrieg, 1949 bis 1953 der 5. Weltkrieg, 1953 bis 1957 der 6. Weltkrieg, 1957 bis 1961 der 7. Weltkrieg, 1961 bis 1965 der 8. Weltkrieg, 1965 bis 1969 der 9. Weltkrieg, 1969 bis 1973 der 10. Weltkrieg, 1973 bis 1977 der 11. Weltkrieg, 1977 bis 1981 der 12. Weltkrieg, 1981 bis 1985 der 13. Weltkrieg, 1985 bis 1989 der 14. Weltkrieg, 1989 bis 1993 der 15. Weltkrieg, 1993 bis 1997 der 16. Weltkrieg, 1997 bis 2001 der 17. Weltkrieg, 2001 bis 2005 der 18. Weltkrieg, 2005 bis 2009 der 19. Weltkrieg, 2009 bis 2013 der 20. Weltkrieg, 2013 bis 2017 der 21. Weltkrieg, 2017 bis 2021 der 22. Weltkrieg, 2021 bis 2025 der 23. Weltkrieg, 2025 bis 2029 der 24. Weltkrieg, 2029 bis 2033 der 25. Weltkrieg, 2033 bis 2037 der 26. Weltkrieg, 2037 bis 2041 der 27. Weltkrieg, 2041 bis 2045 der 28. Weltkrieg, 2045 bis 2049 der 29. Weltkrieg, 2049 bis 2053 der 30. Weltkrieg, 2053 bis 2057 der 31. Weltkrieg, 2057 bis 2061 der 32. Weltkrieg, 2061 bis 2065 der 33. Weltkrieg, 2065 bis 2069 der 34. Weltkrieg, 2069 bis 2073 der 35. Weltkrieg, 2073 bis 2077 der 36. Weltkrieg, 2077 bis 2081 der 37. Weltkrieg, 2081 bis 2085 der 38. Weltkrieg, 2085 bis 2089 der 39. Weltkrieg, 2089 bis 2093 der 40. Weltkrieg, 2093 bis 2097 der 41. Weltkrieg, 2097 bis 2101 der 42. Weltkrieg, 2101 bis 2105 der 43. Weltkrieg, 2105 bis 2109 der 44. Weltkrieg, 2109 bis 2113 der 45. Weltkrieg, 2113 bis 2117 der 46. Weltkrieg, 2117 bis 2121 der 47. Weltkrieg, 2121 bis 2125 der 48. Weltkrieg, 2125 bis 2129 der 49. Weltkrieg, 2129 bis 2133 der 50. Weltkrieg, 2133 bis 2137 der 51. Weltkrieg, 2137 bis 2141 der 52. Weltkrieg, 2141 bis 2145 der 53. Weltkrieg, 2145 bis 2149 der 54. Weltkrieg, 2149 bis 2153 der 55. Weltkrieg, 2153 bis 2157 der 56. Weltkrieg, 2157 bis 2161 der 57. Weltkrieg, 2161 bis 2165 der 58. Weltkrieg, 2165 bis 2169 der 59. Weltkrieg, 2169 bis 2173 der 60. Weltkrieg, 2173 bis 2177 der 61. Weltkrieg, 2177 bis 2181 der 62. Weltkrieg, 2181 bis 2185 der 63. Weltkrieg, 2185 bis 2189 der 64. Weltkrieg, 2189 bis 2193 der 65. Weltkrieg, 2193 bis 2197 der 66. Weltkrieg, 2197 bis 2201 der 67. Weltkrieg, 2201 bis 2205 der 68. Weltkrieg, 2205 bis 2209 der 69. Weltkrieg, 2209 bis 2213 der 70. Weltkrieg, 2213 bis 2217 der 71. Weltkrieg, 2217 bis 2221 der 72. Weltkrieg, 2221 bis 2225 der 73. Weltkrieg, 2225 bis 2229 der 74. Weltkrieg, 2229 bis 2233 der 75. Weltkrieg, 2233 bis 2237 der 76. Weltkrieg, 2237 bis 2241 der 77. Weltkrieg, 2241 bis 2245 der 78. Weltkrieg, 2245 bis 2249 der 79. Weltkrieg, 2249 bis 2253 der 80. Weltkrieg, 2253 bis 2257 der 81. Weltkrieg, 2257 bis 2261 der 82. Weltkrieg, 2261 bis 2265 der 83. Weltkrieg, 2265 bis 2269 der 84. Weltkrieg, 2269 bis 2273 der 85. Weltkrieg, 2273 bis 2277 der 86. Weltkrieg, 2277 bis 2281 der 87. Weltkrieg, 2281 bis 2285 der 88. Weltkrieg, 2285 bis 2289 der 89. Weltkrieg, 2289 bis 2293 der 90. Weltkrieg, 2293 bis 2297 der 91. Weltkrieg, 2297 bis 2301 der 92. Weltkrieg, 2301 bis 2305 der 93. Weltkrieg, 2305 bis 2309 der 94. Weltkrieg, 2309 bis 2313 der 95. Weltkrieg, 2313 bis 2317 der 96. Weltkrieg, 2317 bis 2321 der 97. Weltkrieg, 2321 bis 2325 der 98. Weltkrieg, 2325 bis 2329 der 99. Weltkrieg, 2329 bis 2333 der 100. Weltkrieg, 2333 bis 2337 der 101. Weltkrieg, 2337 bis 2341 der 102. Weltkrieg, 2341 bis 2345 der 103. Weltkrieg, 2345 bis 2349 der 104. Weltkrieg, 2349 bis 2353 der 105. Weltkrieg, 2353 bis 2357 der 106. Weltkrieg, 2357 bis 2361 der 107. Weltkrieg, 2361 bis 2365 der 108. Weltkrieg, 2365 bis 2369 der 109. Weltkrieg, 2369 bis 2373 der 110. Weltkrieg, 2373 bis 2377 der 111. Weltkrieg, 2377 bis 2381 der 112. Weltkrieg, 2381 bis 2385 der 113. Weltkrieg, 2385 bis 2389 der 114. Weltkrieg, 2389 bis 2393 der 115. Weltkrieg, 2393 bis 2397 der 116. Weltkrieg, 2397 bis 2401 der 117. Weltkrieg, 2401 bis 2405 der 118. Weltkrieg, 2405 bis 2409 der 119. 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Cas. & Paves., R. G.

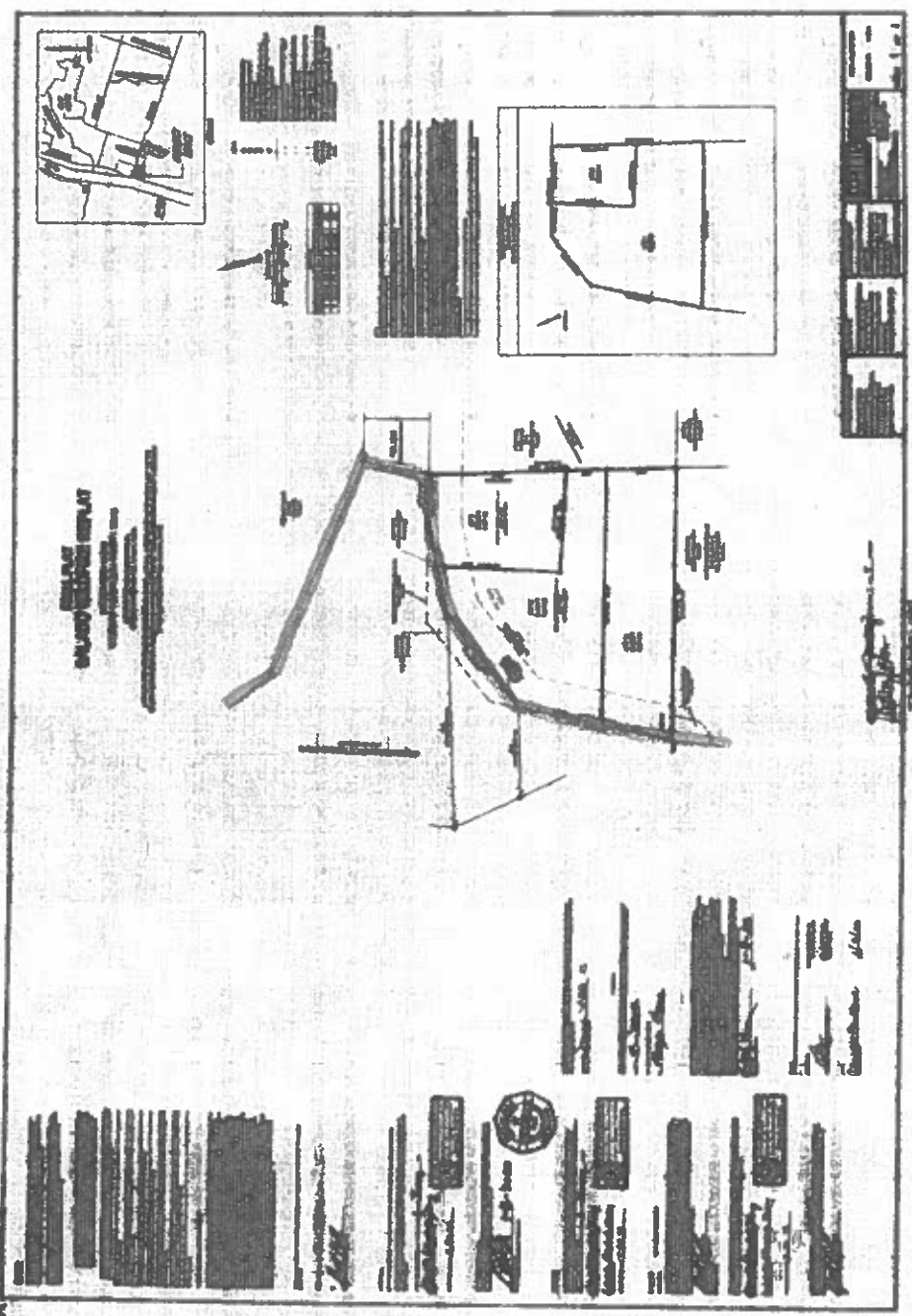
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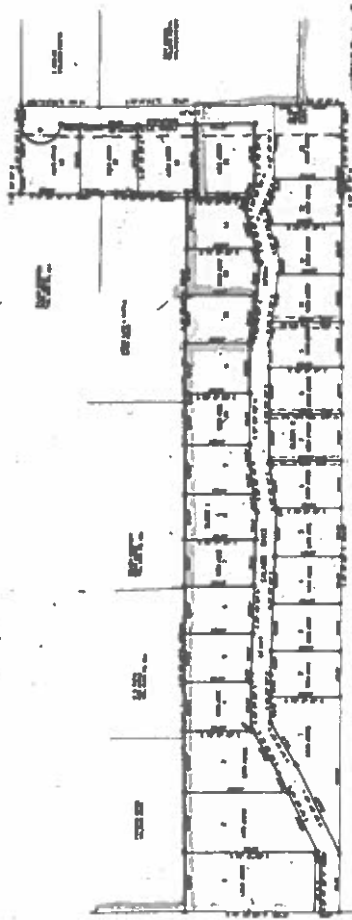


9/30 C

TEMPLE CIVIL ENGINEERING CO., INC. 11 WEST AVENUE B BIRMINGHAM, ALABAMA 35203 PHONE 5-1234	PROJECT TEMPLE CIVIL ENGINEERING CO., INC.	DATE 9/30/59	BY J. H. [Signature]
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9/30 C

9/30 C



NOTES: 1. The building is to be constructed of brick and concrete. 2. The foundation is to be of concrete. 3. The roof is to be of asphalt and gravel. 4. The interior walls are to be of plaster. 5. The floor is to be of concrete. 6. The doors are to be of wood. 7. The windows are to be of wood. 8. The building is to be finished with a light color. 9. The building is to be finished with a light color. 10. The building is to be finished with a light color.

NOTES: 1. The building is to be constructed of brick and concrete. 2. The foundation is to be of concrete. 3. The roof is to be of asphalt and gravel. 4. The interior walls are to be of plaster. 5. The floor is to be of concrete. 6. The doors are to be of wood. 7. The windows are to be of wood. 8. The building is to be finished with a light color. 9. The building is to be finished with a light color. 10. The building is to be finished with a light color.

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9/30 C  
9/1/59

**AMENDING PLAT  
OF SALADO CIRCLE, LOT 12, BLOCK 1**

**QUICK INC.  
LAND SURVEYING**

**AMENDING PLAT  
OF SALADO CIRCLE, LOT 12, BLOCK 1**

**AMENDING PLAT  
OF SALADO CIRCLE, LOT 12, BLOCK 1**

**QUICK INC.  
LAND SURVEYING**

**AMENDING PLAT  
OF SALADO CIRCLE, LOT 12, BLOCK 1**

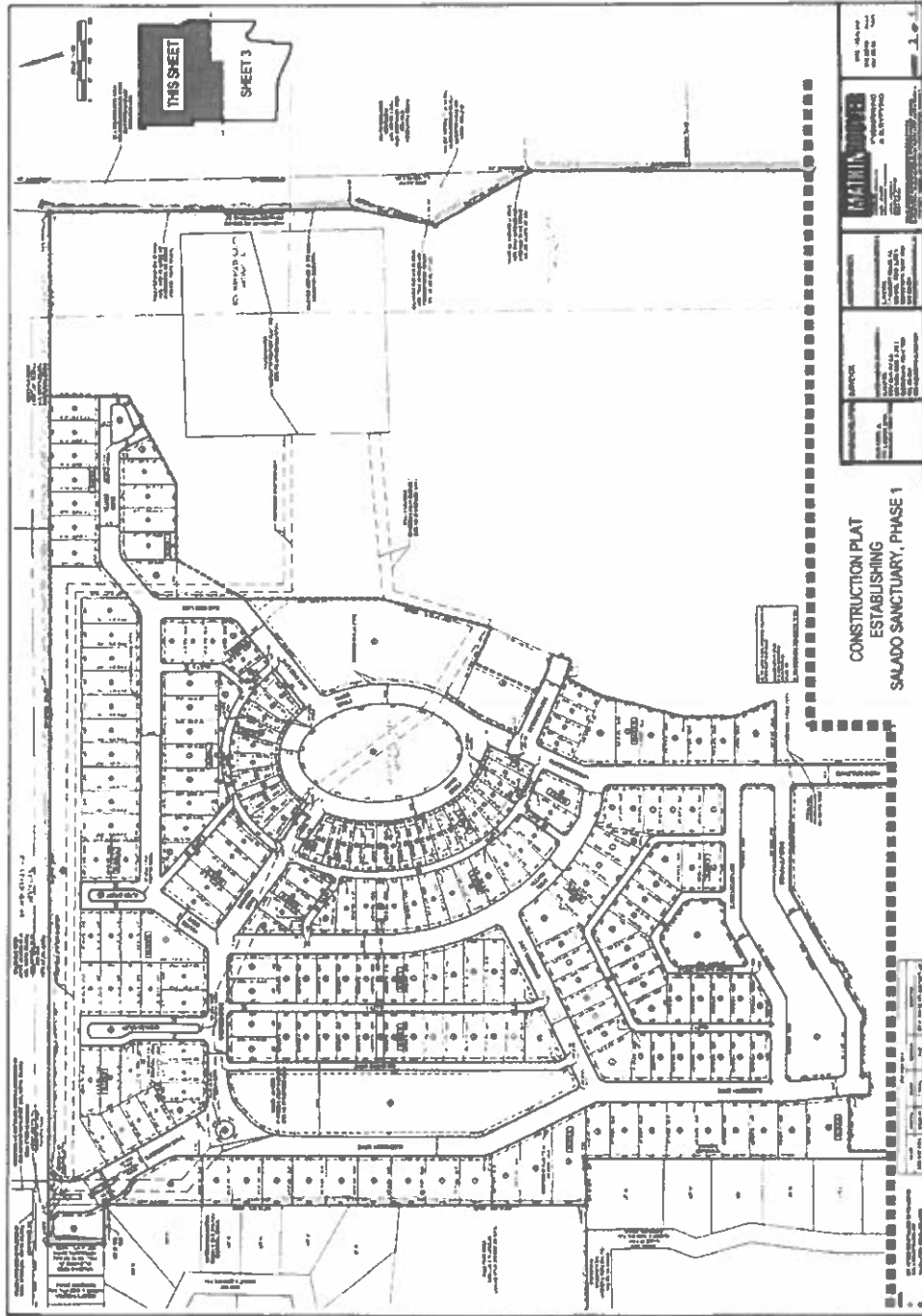
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LAND SURVEYING**

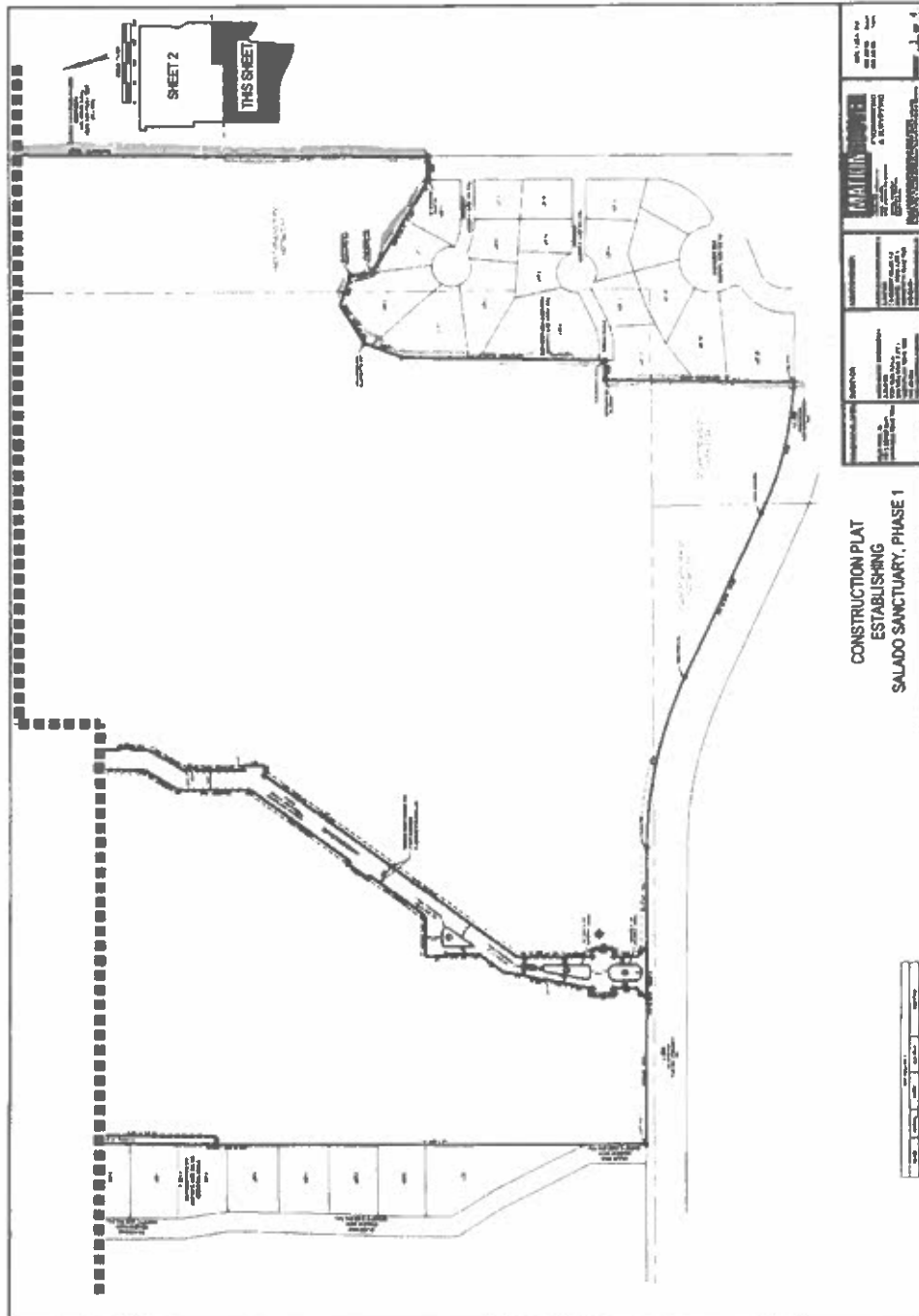
**AMENDING PLAT  
OF SALADO CIRCLE, LOT 12, BLOCK 1**

**QUICK INC.  
LAND SURVEYING**

**AMENDING PLAT  
OF SALADO CIRCLE, LOT 12, BLOCK 1**

**QUICK INC.  
LAND SURVEYING**





306-c  
B

306-c  
B

<p>1. <b>PROJECT INFORMATION</b></p> <p>Project Name: <i>St. John's Episcopal Church</i></p> <p>Project Number: <i>4793</i></p>		<p>2. <b>GENERAL NOTES</b></p> <p>1. All work shall be in accordance with the latest edition of the Building Code of the City of Memphis.</p> <p>2. The owner is responsible for obtaining all necessary permits.</p>
<p>3. <b>PERMITS</b></p> <p>Building Permit: <i>4793</i></p> <p>Electrical Permit: <i>4793</i></p>		<p>4. <b>CONTRACT INFORMATION</b></p> <p>Contract Number: <i>4793</i></p> <p>Contract Date: <i>11/1/83</i></p>
<p>5. <b>OWNER INFORMATION</b></p> <p>Owner Name: <i>St. John's Episcopal Church</i></p> <p>Owner Address: <i>1117 N. Main St., Memphis, TN 38104</i></p>		<p>6. <b>DESIGNER INFORMATION</b></p> <p>Designer Name: <i>Thomas Orr Engineering Co., Inc.</i></p> <p>Designer Address: <i>1117 N. Main St., Memphis, TN 38104</i></p>
<p>7. <b>CONTRACTOR INFORMATION</b></p> <p>Contractor Name: <i>St. John's Episcopal Church</i></p> <p>Contractor Address: <i>1117 N. Main St., Memphis, TN 38104</i></p>		<p>8. <b>REVISIONS</b></p> <p>Revision 1: <i>11/1/83</i></p> <p>Revision 2: <i>11/1/83</i></p>
<p>9. <b>APPROVALS</b></p> <p>Owner Signature: <i>[Signature]</i></p> <p>Contractor Signature: <i>[Signature]</i></p>		<p>10. <b>NOTES</b></p> <p>1. All work shall be in accordance with the latest edition of the Building Code of the City of Memphis.</p>
<p>11. <b>PROJECT LOCATION</b></p> <p>Project Address: <i>1117 N. Main St., Memphis, TN 38104</i></p>		<p>12. <b>CONTACT INFORMATION</b></p> <p>Owner Contact: <i>1117 N. Main St., Memphis, TN 38104</i></p> <p>Designer Contact: <i>1117 N. Main St., Memphis, TN 38104</i></p>





Exhibit "B"



# BOA Agenda Item Form



Date Submitted: July 18, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION REGARDING A PROPOSED DESIGN OF THE VILLAGE OF SALADO ALL-ABILITIES PLAYGROUND

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action regarding a proposed design for the Village of Salado All-Abilities Playground.

Over the last four months, the Village's Parks Advisory Board has worked with the design-build team to develop a proposed multi-phase design for the all-abilities playground to be constructed in Pace Park. The proposed design incorporates public input gathered from multiple public meetings and a community-wide on-line survey.

Upon approval of the proposed playground design, Parks Advisory Board members will work with the Village staff on the development of a long-term plan to fund all phases of the proposed development. To date, approximately \$300,000 has been secured from a variety of public and private sources to help fund the project.

Representatives of the design-build team and the Parks Advisory Board will be present at the meeting to provide an overview of the proposed design and answer questions.

# BOA Agenda Item Form



Date Submitted: July 18, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION REGARDING A PROPOSED AGREEMENT RELATING TO THE ACQUISITION AND IMPROVEMENT OF BLUFF CIRCLE ROAD AND AMENDING THE FY 2022 OPERATING BUDGET

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action regarding a proposed agreement relating to the acquisition and improvement of Bluff Circle Road.

Bluff Circle Road is a short private roadway located on the northeast side of the Mill Creek Golf Course Clubhouse. Despite the maintenance efforts of the Bluff Creek Circle property owner association, the roadway condition has gradually deteriorated. Earlier this year, the Association approached the Village about taking over ownership and maintenance of the subject roadway.

Attached is a proposed agreement for consideration that will transfer ownership and maintenance of the roadway to the Village from the Association after some \$10,000 in immediate roadway repairs are made. Under the agreement, the Village and the association would share the repair cost, with each party paying \$5,000.

Upon assuming ownership of the roadway, the Village will add the roadway to its street maintenance and improvement schedule.

The Village staff recommends approval of the proposed agreement along with an amendment to the FY 2022 Operating Budget to reflect the above-mentioned repair cost of the roadway.



## **ROAD IMPROVEMENT AGREEMENT**

This **ROAD IMPROVEMENT AGREEMENT** ("Agreement") dated effective July 21, 2022, is made and entered by and between the Village of Salado, Texas ("Village"), acting herein by Don Ferguson, the Village Administrator, and Bluff Circle Homeowners Association Inc. ("Association"), acting herein in consideration of the undertakings of the parties under this agreement.

### **WITNESSETH THAT:**

**WHEREAS**, the Village of Salado and the Association desire to repair a 20' x 25' segment of Bluff Circle Road within the Village limits (the "Project"); and

**WHEREAS**, while Bluff Circle Road is presently privately owned and maintained by the Association, the Association desires to transfer ownership of Bluff Circle Road to the Village of Salado following completion of the Project; and

**WHEREAS**, the Village of Salado will undertake the repair of Bluff Circle Road as expeditiously as possible in order to improve it to the standards of the Village of Salado; and

**WHEREAS**, the present owner of Bluff Circle Road will contribute half (50%) or \$5,000 of the necessary costs for the repair of Bluff Circle Road before the Village will commence work; and

**WHEREAS**, following payment and completion of the Project, the Association and the Village will effectuate the transfer of ownership of Bluff Circle Road from the Association to the Village of Salado, which will own and maintain Bluff Circle Road thereafter; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties do mutually agree as follows:

### **1. Purpose**

The purpose of this Agreement is to set forth the terms upon which the Village shall make and facilitate certain street repairs to Bluff Circle Road within the corporate limits of the Village, including road resurfacing, repaving, paving repairs, and other related improvements (the "Improvements"). The Village's performance and facilitation of the Project is contingent upon the Association's binding agreement to pay \$5,000, which is half (50%) of the costs of said improvements, to the Village upon the terms provided by this Agreement. The Project shall not begin until the Village has received this payment of the agreed-upon half of the costs of the Project from the Association.

## **2. Scope of Services**

### **A. The Village will provide the following services:**

- a. The Village will provide the Improvements for the above-referenced portion of Bluff Circle Road, Village of Salado, Texas, to provide for concrete paving improvements for approximately a 20' X 25' segment of road surface, more particularly described on the attached map of the area covered, **Exhibit A**.
- b. The sole discretion to make and/or oversee the Improvements shall belong to the Village, which will, in its sole discretion, determine which pavement repairs to make, the timing thereof, and the method(s) and personnel used to undertake the Improvements.
- c. The Village will commence the Improvements upon payment by the Association of \$5,000, which represents fifty (50) percent of the total cost of the Improvements as calculated by the Village or contractors or agents retained by the Village.
- d. Upon completion of the Project, the Village shall receive and retain ownership of the entire road and any improvements thereto and shall continue to maintain the road pursuant to its policies, ordinances, and procedures.

### **B. Association will provide the following services:**

- a. The Association agrees to pay fifty (50) percent of the cost of the Improvements, which will be estimated prior to any work being performed by the Village or its contractors or agents. The Improvements will not begin until the Association has remitted payment in this amount to the Village.
- b. Any cost overruns for the Project, if agreed to by the Village, must be agreed to by the Village and the Association before the Association may be assessed a share of said overruns.
- c. Upon completion of the Project, the Association shall transfer Bluff Circle Road to the Village in fee simple, including any appurtenant right-of-way easement.

## **3. Rights and Obligations of Parties**

The Village shall retain a qualified contractor to perform this Project. Title to the Project shall be in the Village. The Village shall supervise the Project and direct all work performed as part of the Project.

## **4. Term of Agreement**

The term of the Agreement commences on the Effective Date and shall terminate upon completion of the Project.

## **5. Indemnity**

**ASSOCIATION HEREBY AGREES TO INDEMNIFY THE VILLAGE AND PROVIDE A LEGAL DEFENSE FOR AND/OR HOLD THE VILLAGE HARMLESS FROM AND DEFEND THE VILLAGE AGAINST ANY CLAIM THAT MAY ARISE IN CONNECTION WITH OR THAT ARISES AS A RESULT OF THIS AGREEMENT OR OF THE PROJECT.**

## **6. Default**

In the event that either the Village or the Association shall breach or fail to perform any of the provisions of the Agreement, the aggrieved party shall promptly notify the other party of the breach or failure to perform ("Default Notice"). In the event the breach or failure to perform is not cured within thirty (30) days after receipt of the notice, the party sending the notice, at its discretion, may notify the other party of its intention to declare the Agreement terminated. Upon receipt of the notice, the violating party shall have thirty (30) days to cure the violation.

## **7. Assignment**

The Village and the Association understand that the Agreement may not be assigned without the express written consent of both parties.

## **8. Venue**

The place of performance of this Agreement shall be Bell County, Texas. In the event any legal proceeding is brought to enforce this Agreement or any provision hereof the same shall be brought in Bell County, Texas.

## **9. Authority to Enter Into Agreement; Validity**

Each party expressly warrants that the person signing this Agreement on that party's behalf is fully authorized and legally competent to execute this Agreement and that this Agreement constitutes the legal, valid, and binding obligation of the Parties.

In Witness Whereof the parties hereto have duly executed this Agreement this 21<sup>st</sup> day of July, 2022.

**Village of Salado, Texas**

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

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

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

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

**Bluff Circle Homeowners Association, LLC**

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

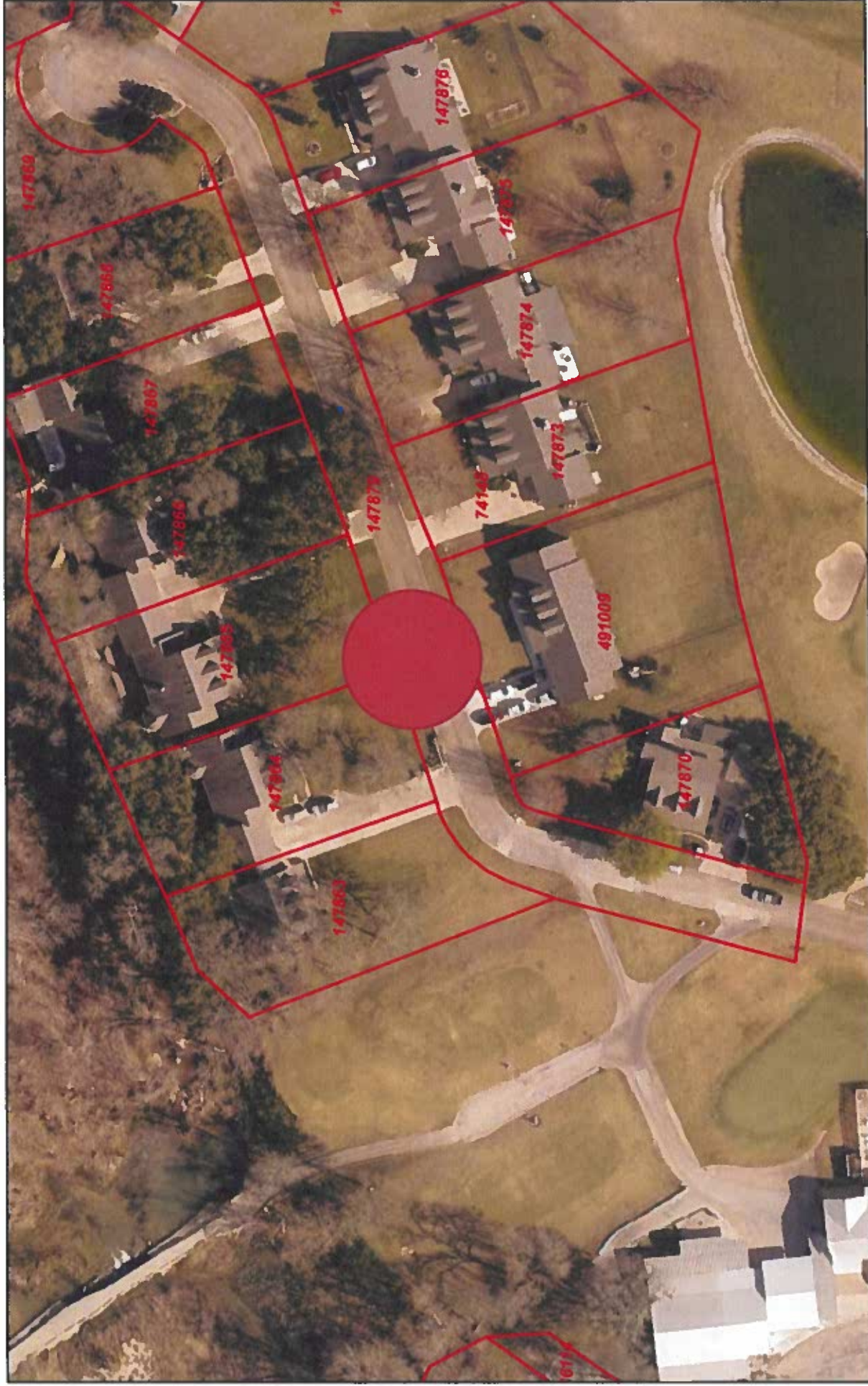
Name: \_\_\_\_\_

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

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

**Exhibit A**  
**Map/Description of Road**

# Bluff Circle Location Map



7/18/2022, 11:27:40 AM

 Parcels

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.01 0.05 km

© OpenStreetMap (and) contributors, CC-BY-SA



# BOA Agenda Item Form



Date Submitted: July 16, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION  
AUTHORIZING THE EMERGENCY REPLACEMENT OF  
THE HEATING/AIR CONDITIONING SYSTEM AT THE  
MUNICIPAL BUILDING

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action authorizing the emergency replacement of the heating/air conditioning system at the Municipal Building.

A significant portion of the mini-split heating/air conditioning system at the Municipal Building quit working on July 8<sup>th</sup>. Technicians discovered that two of the air handling units in the Chambers and the air handling units in the Lobby and City Secretary's Office had leaking coils among other issues. Due to the age of the system and the limited availability of replacement parts, it was determined that the subject air handling units and their outdoor compressor required replacement.

With exterior temperatures exceeding 100 degrees daily, and internal temperatures climbing into the upper 80's, the decision was made to make an emergency acquisition of new air handlers and a compressor to replace the failed units.

The Village staff consulted with the Mayor and pricing was sought from three (3) contractors. The new system was acquired from and installed by Bell Air Conditioning Inc. at a price of \$13,931.82.

In addition to replacing faulty units mentioned above, the Village requested the contractor check and make any needed repairs to the remaining original air handling units that are still in place and working. At the time of agenda packet production, the Village staff is awaiting cost estimates for any repairs that may be needed.

The Village staff recommends approval of the emergency heating/air conditioning work at the Municipal Building along with an amendment to the FY 2022 Operating Budget for the associated cost. A final dollar amount for the budget amendment will be provided to board members in advance of the meeting once that amount is available.



Bell Air Conditioning, Inc.  
P.O. Box 420 - 310 E Central Ave  
Belton, TX 76513  
(254) 939-1141

Estimate 21086086  
Job 21079562  
Estimate Date 6/9/2022  
Customer PO

**Billing Address**  
Village Of Salado Municipal  
301 N Stagecoach Rd  
Salado, TX 76571 USA

**Job Address**  
Village Of Salado Municipal  
301 North Stagecoach Road  
Salado, TX 76571 USA

#### Estimate Details

City of Salado Ductless replacement: Proposal to replace 4-ton outdoor mini-split, 4-zone condenser to match all new 4 wall mount indoor units matched to current sizes. We will reconnect the other existing 2 zone mini split and check system operation. If repairs are needed for that system, they will be quoted separately. Service call balance is added to this quote.

<b>Sub-Total</b>	<b>\$12,931.39</b>
<b>Tax</b>	<b>\$1,000.43</b>
<b>Total</b>	<b>\$13,931.82</b>

Thank YOU for trusting Bell Air Conditioning, Inc. to take care of your HVAC needs. Please contact us via phone or email, [ann@bellaircond.com](mailto:ann@bellaircond.com), with any questions or concerns.

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Bell Air Conditioning, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

# BOA Agenda Item Form



Date Submitted: July 16, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION  
AUTHORIZING THE SALADO POLICE DEPARTMENT  
TO SUBMIT A LETTER OF COMMITMENT RELATING  
TO THE ACQUISITION OF TWO (2) PATROL VEHICLES

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action authorizing the Salado Police Department to submit a letter of commitment relating to the acquisition of two (2) new patrol vehicles.

The Salado Police Department will be seeking funding for two (2) additional patrol vehicles in the FY 2023 Operating Budget. With significant delays reported in the production and delivery of new law enforcement vehicles, it is important that the Salado Police Department get on a vehicle wait list to ensure the timely delivery of the new patrol vehicles should board members approve funding for the purchase in the upcoming FY 2023 Operating Budget.

To secure a place on the vehicle wait list, the Salado Police Department must submit a letter of commitment indicating its desire to acquire two (2) new Tahoes. The Village would not be under any obligation to acquire the vehicles should board members choose not to fund the vehicle acquisition in the upcoming budget process.

The Village staff recommends board members take action authorizing the Salado Police Department to submit a letter of commitment relating to the acquisition of two (2) new Tahoes.

# BOA Agenda Item Form



Date Submitted: July 16, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION REGARDING A PROPOSAL TO HIRE TWO (2) ADDITIONAL SCHOOL RESOURCE OFFICERS FOR THE SALADO POLICE DEPARTMENT

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider a proposal to hire two (2) additional School Resource Officers for the Salado Police Department.

More information on this item will be presented to board members under separate cover in advance of the meeting.

# BOA Agenda Item Form



Date Submitted: July 16, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION REGARDING THE PROPOSED ACQUISITION OF SOLAR POWERED LED STOP SIGNS FOR THE INTERSECTION OF WILLIAMS ROAD AND WEST VILLAGE ROAD

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider the acquisition of solar powered LED stop signs for the intersection of Williams Road and West Village Road.

Stop signs were recently installed in all directions at the intersection of Williams Road and West Village Road. With the high volume of traffic at the intersection and its close proximity to several public schools, there is a need to make these stop signs easily visible both day and night.

To do so, the Village staff is proposing to install solar powered LED stop signs at the intersection. The cost of four (4) signs is \$4,296 plus shipping.

The Village staff recommends approval of the acquisition and installation of four (4) solar powered LED stop signs at the intersection of Williams Road and West Village Road, along with an amendment to the FY 2022 Operating Budget to reflect the expenditure.

# BOA Agenda Item Form



Date Submitted: July 16, 2022

Agenda Date Requested: July 21, 2022

**Project/Proposal Title:** CONSIDER ACTION  
RELATING TO THE PROPOSED DEVELOPMENT OF  
THE FISCAL YEAR 2023 OPERATING BUDGET FOR  
THE VILLAGE OF SALADO

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider action relating the proposed development of the Fiscal Year 2023 Operating Budget for the Village of Salado.