



REGULAR BOARD OF ALDERMEN MEETING
SALADO MUNICIPAL BUILDING
301 N. STAGECOACH - SALADO, TEXAS
FEBRUARY 15, 2024 – 6:30 P.M.

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

<https://us02web.zoom.us/j/3535289581?pwd=YnNLR3dzUXBcbVVLQzIVQnpqK0tJUT09&omn=88467806302>

MEETING ID: 353 528 9581

PASSWORD: 776583

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

AGENDA

CALL TO ORDER

FEBRUARY 15, 2024, AT 6:30 P.M.

CALL OF ROLL

VILLAGE ADMINISTRATOR

INVOCATION

MAYOR MICHAEL COGGIN

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 THE JANUARY 2024 FINANCIAL STATEMENTS FOR THE VILLAGE OF SALADO.

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

4. STATUS REPORTS

(A) VILLAGE ADMINISTRATOR'S REPORT

- SALES TAX COLLECTIONS
- UPDATE ON CITY MAPS

(B) VILLAGE ENGINEER'S REPORT (MRB GROUP)

- WASTEWATER TREATMENT PLANT IMPROVEMENTS
- MILL CREEK DRIVE DOWNTOWN CONNECTOR
- SANITARY SEWER LINE MAP

5. DISCUSSION AND POSSIBLE ACTION

(A) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE SANCTUARY EAST PUBLIC IMPROVEMENT

DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED ASSESSMENT ROLL; CALLING FOR NOTICE OF A PUBLIC HEARING FOR MARCH 7, 2024 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1 OF THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE SAID PROPOSED ASSESSMENT ROLL AVAILABLE FOR PUBLIC INSPECTION; DIRECTING VILLAGE STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS RELATED TO THE FOREGOING. (GREGORY MILLER, BICKERSTAFF HEATH DELGADO ACOSTA LLP)

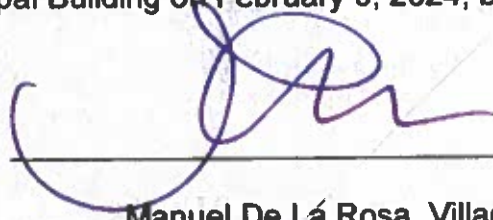
- (B) ACCEPTANCE OF THE FISCAL YEAR 2022-2023 ANNUAL AUDIT REPORT. (PHIL VAUGHAN, CPA, ARMSTRONG, VAUGHAN & ASSOCIATES, P.C.)
- (C) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE CLOSURE OF MAIN STREET FOR LESS THAN 30-MINUTES ON SATURDAY, MARCH 2, 2024, AT ABOUT 2:00 P.M. AT THE REQUEST OF JACK HILLIARD DISTRIBUTING COMPANY TO HAVE THE WORLD-FAMOUS BUDWEISER CLYDESDALES PARADE. (POLICE CHIEF ALLEN FIELDS)
- (D) DISCUSS AND CONSIDER POSSIBLE ACTION APPROVING CONTACT CHANGE ORDER (NUMBER 1) WITH BLACKSMITH VENTURES LLC FOR ADDITIONAL WORK ON VAN BIBBER, SOUTH RIDGE ROAD, AND SALADO CREEK PLAZA NEAR ALEXANDER'S AS PART OF THE CENTER CIRCLE OVERLAY PROJECT, IN THE AMOUNT OF \$37,000.00. (VILLAGE ADMINISTRATOR)
- (E) DISCUSS COMMISSIONING A REVIEW OF THE VILLAGE OF SALADO COMPREHENSIVE PLAN FOR POSSIBLE UPDATING OR AMENDMENT. (PLANNING AND ZONING COMMISSION CHAIRMAN JIM LASSITER)
- (F) DISCUSS AND CONSIDER POSSIBLE ACTION APPROVING THE PURCHASE OF A 2020 CHEVROLET TAHOE FROM AMERICAN NATIONAL LEASING COMPANY, LEASE #2769-1, FOR THE AMOUNT OF \$9,346.38 DUE TO THE LEASE EXPIRING ON MARCH 20, 2024. (POLICE CHIEF ALLEN FIELDS)

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 February 9, 2024, by 5:00 p.m.



Manuel De La Rosa, Village Administrator

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 Manuel De La Rosa, 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.

Village of Salado-General Fund
Profit & Loss Budget Performance
October 2023 through January 2024

Ordinary Income/Expense	Oct '23 - Jan 24	Annual Budget	% of Budget
Income			
4000 · GENERAL FUND REVENUE			
4100 · Tax Revenue			
4115 · Property Taxes	492,724.66	517,826.30	95.15%
4120 · Sales Tax Earned	282,498.41	850,000.00	33.24%
4130 · Mixed Beverages	13,216.16	40,000.00	33.04%
Total 4100 · Tax Revenue	788,439.23	1,407,826.30	56.0%
4150 · Franchise Fees			
4160 · Electric Franchise	0.00	140,000.00	0.0%
4165 · Telephone Franchise	2,297.44	23,000.00	9.99%
4170 · Waste Disposal Franchise Fee	5,948.97	30,000.00	19.83%
4175 · Cable Franchise	7,412.08	32,000.00	23.16%
4180 · Water Franchise	24,487.78	43,000.00	56.95%
Total 4150 · Franchise Fees	40,146.27	268,000.00	14.98%
4200 · Licenses, Permits, and Fees			
4210 · Sign Permit / Misc	45.00	500.00	9.0%
4215 · Service Fees (Burn)	80.00	250.00	32.0%
4216 · Service Fees (Itinerant Vendor)	550.00	2,000.00	27.5%
4230 · Building Permit Fees	22,485.98	120,000.00	18.74%
4260 · Certificate of Occupancy	490.00	5,000.00	9.8%
4270 · Contractor Registration	2,215.00	12,000.00	18.46%
Total 4200 · Licenses, Permits, and Fees	25,865.98	139,750.00	18.51%
4300 · Service Fees			
4310 · Subdiv/Plats/Waivers/Exceptions	8,920.00	38,500.00	23.17%
4315 · Zoning/Variances	250.00	1,200.00	20.83%
4320 · Pace Park Rental Fees	-128.00	3,500.00	-3.66%
4330 · LEOSE	0.00	910.00	0.0%
4340 · Crash Report Fees	222.00	250.00	88.8%
Total 4300 · Service Fees	9,264.00	44,360.00	20.88%
4700 · Investment and other income			
4780 · Interest Income	7,206.95	9,300.00	77.49%
4790 · Other Income	77,209.64	50,000.00	154.42%
Total 4700 · Investment and other income	84,416.59	59,300.00	142.36%
4400 · Fines and Forfeitures	17,372.36	62,500.00	27.8%
Total 4000 · GENERAL FUND REVENUE	965,504.43	1,981,736.30	48.72%
Total Income	965,504.43	1,981,736.30	48.72%
Expense			
GENERAL FUND EXPENDITURES			
5000 · ADMINISTRATION DEPARTMENT			
5100 · Personnel Services			
5101 · Village Administrator Salary	51,411.74	50,000.00	102.82%

**Village of Salado-General Fund
Profit & Loss Budget Performance
October 2023 through January 2024**

	<u>Oct '23 - Jan 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
5102 · City Secretary Salary	15,437.32	74,500.00	20.72%
5103 · Assistant Village Administrator	21,290.00	80,080.00	26.59%
5104 · Receptionist Salary	0.00	21,000.00	0.0%
5121 · Payroll Tax- MC Admin	1,447.41	5,071.78	28.54%
5122 · Payroll Tax- SS Admin	6,188.93	21,686.23	28.54%
5123 · Payroll Tax- TWC Admin	20.93	45.00	46.51%
5126 · TMRS Contributions- Admin	8,612.71	23,567.29	36.55%
5127 · Health Care- Admin	11,250.55	37,013.82	30.4%
5128 · Pay Comparability Adjustment	2,000.00	2,000.00	100.0%
Total 5100 · Personnel Services	127,659.59	414,964.12	30.76%
5200 · Services			
5201 · Meeting Expense	173.99	250.00	69.6%
5202 · Bell Co Health Svcs Contracts	5,994.00	6,500.00	92.22%
5203 · Printing Expense	0.00	500.00	0.0%
5204 · Telephone	1,091.65	3,750.00	29.11%
5205 · Equipment - Leased / Rented	1,378.75	3,909.15	35.27%
5206 · Interest Exp/Bank Fees	230.93	750.00	30.79%
5207 · BELLCAD	5,107.42	12,100.00	42.21%
5214 · Utilities	2,368.13	6,126.12	38.66%
5215 · Janitorial	948.00	2,844.00	33.33%
Total 5200 · Services	17,292.87	36,729.27	47.08%
5216 · Professional Fees			
5216-3 · Profess Fees - Accounting	13,020.00	52,100.00	24.99%
5216-4 · Profess Fees - Inspections	18,429.05	98,407.99	18.73%
5216-5 · Profess. Fees - Legal	19,122.43	42,500.00	44.99%
Total 5216 · Professional Fees	50,571.48	193,007.99	26.2%
5300 · Other Services & Charges			
5301 · Election Expenses	0.00	4,650.00	0.0%
5304 · Office Supplies	717.77	4,000.00	17.94%
5305 · Postage	148.66	3,000.00	4.96%
5306 · Building Supplies	0.00	250.00	0.0%
5307 · Building & Equipment - R & M	0.00	1,500.00	0.0%
5309 · Website	2,533.34	3,100.00	81.72%
5310 · Public Notices	983.00	2,000.00	49.15%
5311 · Insurance (TML Property & GL)	49,948.74	50,000.00	99.9%
5312 · Dues and Subscriptions	900.69	2,500.00	36.03%
5313 · Training & Travel	50.00	500.00	10.0%
5319 · Technology	5,201.84	25,000.00	20.81%
5320 · Special Projects	27,137.03	65,833.20	41.22%
Total 5300 · Other Services & Charges	87,621.07	162,333.20	53.98%
5400 · Capital Outlay			
5401 · Equipment (IT)	0.00	4,000.00	0.0%

Village of Salado-General Fund
Profit & Loss Budget Performance
October 2023 through January 2024

	Oct '23 - Jan 24	Annual Budget	% of Budget
Total 5400 · Capital Outlay	0.00	4,000.00	0.0%
Total 5000 · ADMINISTRATION DEPARTMENT	283,145.01	811,034.58	34.91%
5500 · DEVELOPMENT SERVICES DEPARTMENT			
5501 · Personnel Services			
5502 · Permit Clerk Salary	13,708.80	44,561.92	30.76%
5503 · Payroll Tax- MC Dev Svcs	198.77	646.15	30.76%
5504 · Payroll Tax- SS Dev Svcs	849.95	2,762.84	30.76%
5505 · Payroll Tax- TWC Dev Svcs	3.43	9.00	38.11%
5506 · TMRS Contributions- Dev Svcs	1,060.00	2,825.23	37.52%
5507 · Health Care- Dev Svcs	4,367.31	10,575.44	41.3%
Total 5501 · Personnel Services	20,188.26	61,380.58	32.89%
5600 · Other Services & Charges			
5601 · Travel & Training	0.00	500.00	0.0%
Total 5600 · Other Services & Charges	0.00	500.00	0.0%
5700 · Professional Fees			
5701 · General Engineering	7,347.37	30,000.00	24.49%
5702 · Zoning/Annexation	0.00	5,000.00	0.0%
5703 · Engineering- Plat Review	19,512.61	35,000.00	55.75%
Total 5700 · Professional Fees	26,859.98	70,000.00	38.37%
Total 5500 · DEVELOPMENT SERVICES DEPARTMENT	47,048.24	131,880.58	35.68%
6000 · PUBLIC SAFETY DEPARTMENT			
6200 · Police Department			
6201 · Personnel Services			
6202 · Salary - Chief of Police	31,556.00	103,000.00	30.64%
6203 · Salary- Sergeant	22,272.00	66,560.00	33.46%
6204 · Salary / Wages - Officers	76,112.40	334,600.00	22.75%
6205 · Officers - Overtime	3,726.31	10,000.00	37.26%
6206 · Longevity & Certif Pay	1,707.68	10,915.08	15.65%
6207 · Payroll Tax- MC PD	1,944.79	7,613.59	25.54%
6208 · Payroll Tax- SS PD	8,315.67	32,554.65	25.54%
6209 · Payroll Tax- TWC PD	38.08	90.00	42.31%
6210 · TMRS Contributions- PD	10,533.33	33,289.76	31.64%
6211 · Health Care- PD	31,804.77	84,603.52	37.59%
Total 6201 · Personnel Services	188,011.03	683,226.60	27.52%
6212 · Services			
6213 · Telephone	2,335.21	11,333.00	20.61%
6214 · Utilities	1,413.44	4,000.00	35.34%
6215 · Janitorial	600.00	1,800.00	33.33%
6215.1 · Technology- PD	120.00	50,000.00	0.24%
Total 6212 · Services	4,468.65	67,133.00	6.66%
6215 · Other Services & Charges			
6217 · Ammunition	1,297.34	2,000.00	64.87%

**Village of Salado-General Fund
Profit & Loss Budget Performance
October 2023 through January 2024**

	<u>Oct '23 - Jan 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
6218 · Crime Prevention Supplies	0.00	3,000.00	0.0%
6219 · Auto Expenses	9,410.48	42,500.00	22.14%
6220 · Supplies	970.62	8,000.00	12.13%
6221 · Equipment Maintenance & Repair	0.00	1,000.00	0.0%
6222 · Building R & M	0.00	500.00	0.0%
6223 · Dues & Subscriptions	0.00	8,500.00	0.0%
6224 · Animal Control	0.00	2,500.00	0.0%
6224.1 · Travel & Training	1,763.79	1,500.00	117.59%
Total 6216 · Other Services & Charges	<u>13,442.23</u>	<u>69,500.00</u>	<u>19.34%</u>
6225 · Police - Capital Outlay			
6226 · Capital Outlay- PD Vehicles	12,091.00	97,045.05	12.46%
6227 · Capital Outlay- PD Equipment	0.00	12,500.00	0.0%
6228 · Cap O/L- Vehicle Rplcmnt Prgrm	0.00	5,000.00	0.0%
6229 · Capital Outlay- IT	0.00	15,000.00	0.0%
Total 6225 · Police - Capital Outlay	<u>12,091.00</u>	<u>129,545.05</u>	<u>9.33%</u>
Total 6200 · Police Department	<u>218,012.91</u>	<u>949,404.65</u>	<u>22.96%</u>
6500 · Municipal Court			
6550 · Professional Fees			
6551 · Judicial Services	3,200.00	11,000.00	29.09%
6552 · Prosecutor	5,292.00	18,900.00	28.0%
Total 6550 · Professional Fees	<u>8,492.00</u>	<u>29,900.00</u>	<u>28.4%</u>
6570 · Other Services & Charges			
6571 · Supplies	165.00	250.00	66.0%
6573 · Dues and Subscriptions	0.00	2,500.00	0.0%
6575 · Travel and Training	0.00	1,000.00	0.0%
Total 6570 · Other Services & Charges	<u>165.00</u>	<u>3,750.00</u>	<u>4.4%</u>
Total 6500 · Municipal Court	<u>8,657.00</u>	<u>33,650.00</u>	<u>25.73%</u>
Total 6000 · PUBLIC SAFETY DEPARTMENT	<u>226,669.91</u>	<u>983,054.65</u>	<u>23.06%</u>
7000 · PUBLIC WORKS DEPARTMENT			
7001 · Personnel Services			
7002 · Wages- Maintenance Worker	11,129.60	36,168.70	30.77%
7004 · Maintenance Worker- Overtime	0.00	2,500.00	0.0%
7005 · Payroll Tax- MC Maint	161.38	560.70	28.78%
7006 · Payroll Tax- SS Maint	690.04	2,397.46	28.78%
7007 · Payroll Tax- TWC Maint	2.78	9.00	30.89%
7008 · TMRS Contributions- Maint	860.62	2,451.60	35.1%
7009 · Healthcare- Maintenance	4,285.66	10,575.44	40.53%
Total 7001 · Personnel Services	<u>17,130.08</u>	<u>54,662.90</u>	<u>31.34%</u>
7015 · Other Services & Charges			
7016 · Maint- Uniforms and Boots	0.00	1,500.00	0.0%
7017 · Telephone	165.12	1,500.00	11.01%
Total 7015 · Other Services & Charges	<u>165.12</u>	<u>3,000.00</u>	<u>5.5%</u>

Village of Salado-General Fund
Profit & Loss Budget Performance
October 2023 through January 2024

	<u>Oct '23 - Jan 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
Total 7000 · PUBLIC WORKS DEPARTMENT	17,295.20	57,662.90	29.99%
8000 · PARKS DEPARTMENT			
8001 · Services			
8002 · Utilities	5,297.89	2,500.00	211.92%
Total 8001 · Services	<u>5,297.89</u>	<u>2,500.00</u>	<u>211.92%</u>
8010 · Other Services & Charges			
8011 · Supplies	250.00	5,000.00	5.0%
8014 · Contract Services	6,000.00	7,500.00	80.0%
Total 8010 · Other Services & Charges	<u>6,250.00</u>	<u>12,500.00</u>	<u>50.0%</u>
8030 · Capital Outlay- Parks	0.00	30,000.00	0.0%
Total 8000 · PARKS DEPARTMENT	<u>11,547.89</u>	<u>45,000.00</u>	<u>25.66%</u>
9000 · STREET DEPARTMENT			
9001 · Other Services & Charges			
9002 · Contract Services	30,177.43	110,000.00	27.43%
9003 · Signage	0.00	5,000.00	0.0%
9004 · Auto Expense	243.07	500.00	48.61%
9006 · Street Supplies	5,190.92	7,500.00	69.21%
Total 9001 · Other Services & Charges	<u>35,611.42</u>	<u>123,000.00</u>	<u>28.95%</u>
9050 · Services			
9051 · Utilities	6,933.76	25,000.00	27.74%
Total 9050 · Services	<u>6,933.76</u>	<u>25,000.00</u>	<u>27.74%</u>
9500 · Capital Outlay			
9501 · Capital Outlay- Streets	51,063.38	200,000.00	25.53%
9503 · Capital Outlay- Other	17,944.50		
Total 9500 · Capital Outlay	<u>69,007.88</u>	<u>200,000.00</u>	<u>34.5%</u>
Total 9000 · STREET DEPARTMENT	<u>111,553.06</u>	<u>348,000.00</u>	<u>32.06%</u>
Total GENERAL FUND EXPENDITURES	<u>697,259.31</u>	<u>2,376,632.71</u>	<u>29.34%</u>
Total Expense	<u>697,259.31</u>	<u>2,376,632.71</u>	<u>29.34%</u>
Net Ordinary Income	268,245.12	-394,896.41	-67.93%
Other Income/Expense			
Other Income			
97500 · Use of Fund Balance	0.00	355,862.89	0.0%
97501 · Use of Hotel Occupancy Tax Fund	0.00	10,050.00	0.0%
Total Other Income	<u>0.00</u>	<u>365,912.89</u>	<u>0.0%</u>
Other Expense			
98000 · Transfers Out			
98007 · Xfer to All Abil. PG Fund	319,586.61		
Total 98000 · Transfers Out	<u>319,586.61</u>		
Total Other Expense	<u>319,586.61</u>		
Net Other Income	<u>-319,586.61</u>	<u>365,912.89</u>	<u>-87.34%</u>
Net Income	<u><u>-51,341.49</u></u>	<u><u>-28,983.52</u></u>	<u><u>177.14%</u></u>

Village of Salado-General Fund
Check Listing
As of January 31, 2024

Date	Num	Name	Memo	Amount
01/02/2024	Draft	Cirro Energy	Utilities Electric	10.33
01/02/2024	Draft	Cirro Energy	Utilities Electric	28.01
01/02/2024	Draft	Cirro Energy	Utilities Electric	93.61
01/02/2024	Draft	Cirro Energy	Utilities Electric	211.80
01/02/2024	Draft	Cirro Energy	Utilities Electric	472.05
01/02/2024	Draft	Cirro Energy	Utilities Electric	46.18
01/02/2024	Draft	Cirro Energy	Utilities Electric	45.63
01/02/2024	Draft	Cirro Energy	Utilities Electric	25.20
01/02/2024	Draft	Cirro Energy	Utilities Electric	14.42
01/02/2024	Draft	Cirro Energy	Utilities Electric	1,092.56
01/03/2024	Draft	Cirro Energy	Utilities Electric	63.36
01/04/2024	4867	Blue Cross and Blue Shield of Texas	Employee Health Care Monthly Premiums- January	11,671.94
01/04/2024	4868	Salado Water Supply Corporation	Utilities Water	484.42
01/04/2024	4869	Standard Insurance Company RC	Employee Life/AD&D	494.89
01/11/2024	4870	1st Place Awards & Gifts	Specialty Plate- Mayor Key Plaques	25.98
01/11/2024	4871	Fuelman	Fuel	1,837.62
01/11/2024	4872	GT Distributors	PD Supplies	339.62
01/11/2024	4873	Salado Masonic Lodge #296	Flag Program Annual Subscription	1,200.00
01/11/2024	4874	Verizon Wireless	Village Cell Phones	604.26
01/11/2024	4875	Xerox Financial Services	Copier Lease Payment- January '24	275.75
01/11/2024	4876	CivicPlus LLC	Municode Proof Fee- Cod/Recod	2,470.00
01/11/2024	Draft	Cirro Energy	Utilities Electric	41.36
01/11/2024	4877	Kelly Wisniewski	Contract Labor- 12 Hours \$15/hr	180.00
01/16/2024	4878	Eagle Disposal	Utilities Waste Disposal	112.50
01/16/2024	4879	Grande Communications Network LLC	Telephone/Internet	224.57
01/16/2024	4880	Keith's Ace Hardware	R&M Supplies	636.04
01/18/2024	4882	Bickerstaff Heath Delgado Acosta LLP	Professional Fees Legal	12,183.70
01/18/2024	4883	Bureau Veritas	Inspection Services	2,083.63
01/18/2024	4884	CivicPlus LLC	Municode Proof Fee- Cod/Recod	63.34
01/18/2024	4885	Kristi Stegall	Professional Fees Accounting December 2023	3,150.00
01/18/2024	4886	State Comptroller	4th QTR 2023 State Criminal Costs & Fees	1,670.64
01/22/2024	4889	City of Temple	BPOC Tuition J manning Temple Police Academy	400.00
01/22/2024	4887	Card Service Center	December Credit Card Transactions	3,431.81
01/22/2024	4888	CTCOG	Intermediate Crime Scene Investigation Course	100.00
01/29/2024	4890	Clifford Lee Coleman	Judicial Services for January 2024	800.00
01/29/2024	4891	Grande Communications Network LLC	PD Telephone and Internet	200.19
01/29/2024	4892	TCMA	Membership Dues Manuel De La Rosa	465.00
01/29/2024	4893	Xerox Financial Services	Copier Lease Payment- February '24	275.75
01/29/2024	4894	InHouse Systems Inc.	Alarm System Monitoring- PD- February 2024	19.95
01/31/2024	4895	Bickerstaff Heath Delgado Acosta LLP	Professional Services- Legal	1,737.00
01/31/2024	4896	Blue Cross and Blue Shield of Texas	Employee Health Care Monthly Premiums- February	15,006.78
01/31/2024	4897	Eugene C. Waters, Ph.D	TCOLE Evaluation- Manning	250.00
01/31/2024	4898	Extraco Technology	Council Room Laptop	1,220.00
01/31/2024	4899	Jani-King of Austin	February 2024 Contracted Services	387.00
01/31/2024	4900	MRB Group	Professional Fees Engineering	42,425.06
01/31/2024	4901	Salado Water Supply Corporation	Utilities Water	5,090.11
01/31/2024	4902	Langford Community Management Services	Texas Parks & Wildlife Department- Construction	2,500.00
				<u>116,162.06</u>
				<u>116,162.06</u>

8:51 PM

02/08/24

Accrual Basis

Village of Salado, Hotel-Motel Fund
Balance Sheet
As of January 31, 2024

	<u>Jan 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1005 · Horizon Operating xxx0314	341,074.38
Total Checking/Savings	<u>341,074.38</u>
Other Current Assets	
1200 · AR Taxes	33,828.90
1100 · Investments	
1120 · TexPool	5,629.87
Total 1100 · Investments	<u>5,629.87</u>
1500 · Petty Cash	100.00
Total Other Current Assets	<u>39,558.77</u>
Total Current Assets	<u>380,633.15</u>
TOTAL ASSETS	<u><u>380,633.15</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	-1,177.00
Other Current Liabilities	
2050 · Accrued Wages	1,980.68
2400 · Reserve For Trolley Project	6,675.00
2200 · Due To Other Funds	
2201 · Due to GF	23,521.07
Total 2200 · Due To Other Funds	<u>23,521.07</u>
Total Other Current Liabilities	<u>32,176.75</u>
Total Current Liabilities	<u>30,999.75</u>
Total Liabilities	30,999.75
Equity	
32000 · Retained Earnings	339,501.67
Net Income	10,131.73
Total Equity	<u>349,633.40</u>
TOTAL LIABILITIES & EQUITY	<u><u>380,633.15</u></u>

VILLAGE OF SALADO, TEXAS
FUND BALANCE- HOTEL OCCUPANCY FUND
As of January 31, 2024

Current Assets:

Cash and Cash Equivalents	\$ 341,174.38
Investments	\$ 5,629.87
Receivables	\$ 33,828.90
Total Current Assets	<u><u>\$ 380,633.15</u></u>

Liabilities and Fund Balances:

Liabilities:

Accounts Payable	\$ (1,177.00)
Intergovernmental Payable	\$ 23,521.07
Accrued Wages	\$ 1,980.98
Total Liabilities	<u><u>\$ 24,325.05</u></u>

Reserves/Balances:

Non-spendable Fund Balance	\$ -
Restricted Fund Balance-Emergency Tourism Marketing	\$ 34,963.31
Committed Fund Balance- Tourism Division Operations	\$ 314,669.79
Assigned Fund Balance- Trolley Project	\$ 6,675.00
Unassigned Fund Balance	\$ -
Total Reserves/Balances	<u><u>\$ 356,308.10</u></u>

Total Liabilities and Fund Balances

\$ 380,633.15

Village of Salado, Hotel-Motel Fund
Profit & Loss Budget Performance
October 2023 through January 2024

	Oct '23 - Jan 24	Annual Budget	% of Budget
Ordinary Income/Expense			
Income			
4000 · HOT FUND REVENUE			
4100 · County Hotel Occupancy Tax	0 00	4 000 00	0 0%
4200 · Occupancy Tax	102,560 18	260,000 00	39 45%
4300 · Other Income	1,217 39		
Total 4000 · HOT FUND REVENUE	103,777 57	264,000 00	39 31%
Total Income	103,777 57	264,000 00	39 31%
Expense			
5000 · HOT FUND EXPENDITURES			
5001 · Personnel Services			
5002 · Salary- Marketing Specialist	20,068 48	54,335 00	36 94%
5003 · Wages- Visitors Ctr Coordinator	11,097 60	36,056 59	30 78%
5004 · Payroll Tax- MC	403 33	1,310 68	30 77%
5005 · Payroll Tax- SS	1,724 59	5,604 28	30 77%
5006 · Payroll Tax- TWC	10 00	18 00	55 56%
5007 · TMRS Contribution	2,150 90	5,730 83	37 53%
5008 · Health Care	12,108 34	21,150 88	57 25%
Total 5001 · Personnel Services	47,563 24	124,206 26	38 29%
5050 · Other Charges & Services			
5051 · Lease- Visitors Center	6,068 00	18,204 00	33 33%
5052 · Marketing	27,332 73	100,000 00	27 33%
5053 · Office Supplies	40 55	500 00	8 11%
5054 · Arts- Cultural District	6,000 00	20,000 00	30 0%
5054.1 · Music Friendly Program	946 84	10,000 00	9 47%
5055 · Printing	42 00	3,500 00	1 2%
5056 · Postage	0 00	1,500 00	0 0%
5057 · Dues & Subscriptions	2,970 00	2,500 00	118 8%
5058 · Travel & Training	225 32	5,000 00	4 51%
5059 · Vehicle Maintenance	0 00	1,000 00	0 0%
5061 · Community Grant Program	0 00	10,000 00	0 0%
Total 5050 · Other Charges & Services	43,625 44	172,204 00	25 33%
5100 · Capital Outlay			
5110 · Capital Outlay- Equipment	2,457 16	4,000 00	61 43%
Total 5100 · Capital Outlay	2,457 16	4,000 00	61 43%
Total 5000 · HOT FUND EXPENDITURES	93,645 84	300,410 26	31 17%
Total Expense	93,645 84	300,410 26	31 17%
Net Ordinary Income	10,131 73	-36,410 26	-27 83%
Other Income/Expense			
Other Income			
98000 · Transfer from HOT Fund Balance	0 00	46,460 26	0 0%
Total Other Income	0 00	46,460 26	0 0%
Other Expense			
99500 · Transfer Out to General Fund	0 00	10,050 00	0 0%
Total Other Expense	0 00	10,050 00	0 0%
Net Other Income	0 00	36,410 26	0 0%
Net Income	10,131.73	0.00	100.0%

8:56 PM
02/08/24
Accrual Basis

Village of Salado, Hotel-Motel Fund
Check Listing
As of January 31, 2024

Date	Num	Name	Memo	Amount
01/16/2024	1918	IKWTX	Christmas Stroll Advertising	96.00
01/16/2024	1919	KWTX	Christmas Stroll Advertising	50.00
01/18/2024	1920	iHeartMedia	Christmas Stroll Advertising	1,100.00
01/18/2024	1921	Primary Media	Billboard	875.00
01/22/2024	1922	Primary Media	Billboard	875.00
01/29/2024	1923	Kyle Brodeur	Christmas Stroll Commercial Edits	500.00
01/29/2024	1924	Salado Chamber of Commerce	Tourism Lease at Visitor's Center	1,517.00
01/29/2024	1925	Salado Village Voice	Jewel Page 5 in 1st QTR 2024 Publication	750.00
				<u>5,763.00</u>
				<u>5,763.00</u>

9:05 PM

Village of Salado- 400 Wastewater System Revenue
Balance Sheet
As of January 31, 2024

02/08/24

Accrual Basis

	<u>Jan 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	6,677.62
Accounts Receivable	18,688.42
Other Current Assets	
Accounts Receivable- Sewer Conn	14,929.00
Allowance for Doubtful Accounts	<u>-12,025.48</u>
Total Other Current Assets	<u>2,903.52</u>
Total Current Assets	<u>28,269.56</u>
TOTAL ASSETS	<u><u>28,269.56</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	12,131.82
Other Current Liabilities	
Accrued Interest	11,843.00
Due to General Fund	<u>458,991.23</u>
Total Other Current Liabilities	<u>470,834.23</u>
Total Current Liabilities	<u>482,966.05</u>
Total Liabilities	482,966.05
Equity	
Retained Earnings	-343,690.15
Net Income	<u>-111,006.34</u>
Total Equity	<u>-454,696.49</u>
TOTAL LIABILITIES & EQUITY	<u><u>28,269.56</u></u>

VILLAGE OF SALADO, TEXAS
FUND BALANCE- WASTEWATER SYSTEM FUND

As of January 31, 2024

Current Assets:

Cash and Cash Equivalents	\$ 6,677.62
Receivables	\$ 21,591.94
Total Current Assets	\$ 28,269.56

Liabilities and Fund Balances:

Liabilities:

Accounts Payable	\$ 12,131.82
Accrued Interest	\$ 11,843.00
Intergovernmental Payable	\$ 458,991.23
Total Liabilities	\$ 482,966.05

Reserves/Balances:

Non-spendable Fund Balance	\$ -
Restricted Fund Balance	\$ -
Committed Fund Balance- Plant Operations	\$ (454,696.49)
Assigned Fund Balance	
Unassigned Fund Balance	\$ -
Total Reserves/Balances	\$ (454,696.49)

Total Liabilities and Fund Balances

\$ 28,269.56

Village of Salado- 400 Wastewater System Revenue
Profit & Loss Budget Performance
October 2023 through January 2024

	<u>Oct '23 - Jan 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
Monthly Service Fees	81,085.08	307,141.92	26.4%
Interest Income	110.29	40.00	275.73%
Total Income	<u>81,195.37</u>	<u>307,181.92</u>	<u>26.43%</u>
Expense			
Misc	0.00	1,460.00	0.0%
Maintenance Contractor	73,829.44	182,401.62	40.48%
Professional Fees- Engineering	52,046.06	5,000.00	1,040.92%
Repairs	20,168.19	15,000.00	134.46%
Sludge Disposal	0.00	7,500.00	0.0%
Supplies	0.00	25,000.00	0.0%
TCEQ Fees	1,250.00	1,250.00	100.0%
Utilities			
Utilities- Electric	44,230.86	61,950.00	71.4%
Utilities- Water	677.16	2,100.00	32.25%
Total Utilities	<u>44,908.02</u>	<u>64,050.00</u>	<u>70.11%</u>
Capital Outlay- GIS Map	0.00	31,000.00	0.0%
Total Expense	<u>192,201.71</u>	<u>332,661.62</u>	<u>57.78%</u>
Net Ordinary Income	<u>-111,006.34</u>	<u>-25,479.70</u>	<u>435.67%</u>
Other Income/Expense			
Other Income			
Transfer In	0.00	31,000.00	0.0%
Total Other Income	<u>0.00</u>	<u>31,000.00</u>	<u>0.0%</u>
Net Other Income	<u>0.00</u>	<u>31,000.00</u>	<u>0.0%</u>
Net Income	<u><u>-111,006.34</u></u>	<u><u>5,520.30</u></u>	<u><u>-2,010.88%</u></u>

Village of Salado- 400 Wastewater System Revenue
Check Listing
 As of January 31, 2024

Date	Num	Name	Memo	Amount
01/04/2024	100322	Frontier Utilities	Electric Service at 401 S Stagecoach Road Well	48.22
01/04/2024	100323	Salado Water Supply Corporation	Utilities: Water	169.29
01/04/2024	Draft	Cirro- USR Electrical	Cirro Electric- Waste Water 1414 Royal St. Lift Station	83.66
01/11/2024	100324	CH2MHILL OMI	Operations: Additional Repairs	4,298.93
01/18/2024	100325	CH2MHILL OMI	Constructed Operation Services	14,971.89
01/25/2024	Draft	Cirro- USR Electrical	Cirro Electric- Waste Water Facilities Accounts	19,311.25
01/31/2024	100326	Frontier Utilities	Electric Service at 401 S Stagecoach Road Well	95.10
01/31/2024	100327	Salado Water Supply Corporation	Utilities: Water	169.29
				<u>39,147.63</u>
				<u>39,147.63</u>

9:20 PM
02/08/24
Accrual Basis

Village of Salado- 500 Wastewater Customer Deposits
Balance Sheet
As of January 31, 2024

	<u>Jan 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	13,392.48
Total Current Assets	<u>13,392.48</u>
TOTAL ASSETS	<u>13,392.48</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Wastewater Customer Deposits	13,430.00
Total Other Current Liabilities	<u>13,430.00</u>
Total Current Liabilities	<u>13,430.00</u>
Total Liabilities	13,430.00
Equity	
Retained Earnings	-81.39
Net Income	43.87
Total Equity	<u>-37.52</u>
TOTAL LIABILITIES & EQUITY	<u>13,392.48</u>

9:21 PM

**Village of Salado- 500 Wastewater Customer Deposits
Profit & Loss**

02/08/24

October 2023 through January 2024

Accrual Basis

	<u>Oct '23 - Jan 24</u>
Ordinary Income/Expense	
Income	
Interest Income	43.87
Total Income	43.87
Net Ordinary Income	43.87
Net Income	<u>43.87</u>

9:22 PM
02/08/24
Accrual Basis

Village of Salado- 500 Wastewater Customer Deposits
Check Listing
As of January 31, 2024

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

Village of Salado - 700 WW Permanent Improvement Bonds

Balance Sheet

As of January 31, 2024

	<u>Jan 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1002 · Horizon Bond Disbursement x8630	58,021.02
1003 · Horizon '18 Bond Proceeds x9230	320,290.43
1004 · Impact Fees Horizon x8444	11,699.05
Total Checking/Savings	<u>390,010.50</u>
Total Current Assets	390,010.50
Fixed Assets	
1520 · Equipment	5,857.10
1530 · Wastewater Treatment Facility	11,270,909.77
1531 · Accum Depr- Depreciation WWTP	-1,600,843.73
Total Fixed Assets	<u>9,675,923.14</u>
TOTAL ASSETS	<u><u>10,065,933.64</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2900 · Restricted Impact Fees	59,794.35
Total Other Current Liabilities	<u>59,794.35</u>
Total Current Liabilities	59,794.35
Long Term Liabilities	
2502 · '22 Refunding Bonds	6,920,000.00
2503 · Current Portion of Bonds	560,000.00
Total Long Term Liabilities	<u>7,480,000.00</u>
Total Liabilities	7,539,794.35
Equity	
3110 · Investments in Fixed Assets	2,195,923.00
32000 · Unrestricted Net Assets	377,029.09
Net Income	-46,812.80
Total Equity	<u>2,526,139.29</u>
TOTAL LIABILITIES & EQUITY	<u><u>10,065,933.64</u></u>

9:30 PM

Village of Salado - 700 WW Permanent Improvement Bonds

02/08/24

Profit & Loss

Accrual Basis

October 2023 through January 2024

	<u>Oct '23 - Jan 24</u>
Ordinary Income/Expense	
Income	
4400 - Impact Fee Revenue	47,720.00
4100 - Interest Income	1,458.20
	<hr/>
Total Income	49,178.20
Expense	
6100 - Return of Impact Fees	95,991.00
	<hr/>
Total Expense	95,991.00
	<hr/>
Net Ordinary Income	-46,812.80
	<hr/>
Net Income	<u><u>-46,812.80</u></u>

9:26 PM
02/08/24
Accrual Basis

Village of Salado - 700 WW Permanent Improvement Bonds
Check Listing
As of January 31, 2024

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

9:33 PM

Village of Salado - 300 Interest and Sinking Fund

02/08/24

Balance Sheet

Accrual Basis

As of January 31, 2024

	<u>Jan 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	445,202.18
Other Current Assets	
1200 · Due To/From General Fund	277,624.02
1215 · Property Tax Receivable	<u>20,365.88</u>
Total Other Current Assets	<u>297,989.90</u>
Total Current Assets	<u>743,192.08</u>
TOTAL ASSETS	<u><u>743,192.08</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2704 · Deferred Revenue- Ad Valorem	<u>18,072.09</u>
Total Other Current Liabilities	<u>18,072.09</u>
Total Current Liabilities	<u>18,072.09</u>
Total Liabilities	<u>18,072.09</u>
Equity	
32000 · Unrestricted Net Assets	123,025.58
Net Income	<u>602,094.41</u>
Total Equity	<u>725,119.99</u>
TOTAL LIABILITIES & EQUITY	<u><u>743,192.08</u></u>

Village of Salado - 300 Interest and Sinking Fund
Profit & Loss Budget Performance
 October 2023 through January 2024

	<u>Oct '23 - Jan 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
4000 · Property Tax Revenue	597,620.58	702,120.00	85.12%
4100 · Interest Income	4,473.83	3,400.00	131.58%
Total Income	<u>602,094.41</u>	<u>705,520.00</u>	<u>85.34%</u>
Expense			
6111 · 2022 Bond Principal	0.00	560,000.00	0.0%
6112 · 2022 Bond Interest	0.00	142,120.00	0.0%
Total Expense	<u>0.00</u>	<u>702,120.00</u>	<u>0.0%</u>
Net Ordinary Income	<u>602,094.41</u>	<u>3,400.00</u>	<u>17,708.66%</u>
Net Income	<u><u>602,094.41</u></u>	<u><u>3,400.00</u></u>	<u><u>17,708.66%</u></u>

9:33 PM
02/08/24
Accrual Basis

Village of Salado - 300 Interest and Sinking Fund
Check Listing
As of January 31, 2024

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

BOA Agenda Item #4



Date Submitted:

Agenda Date Requested: February 15, 2024

Agenda Item: 4

Project/Proposal Title: Status Reports

Council Action Requested:

Ordinance

Resolution

Motion

X Discussion

Project/Proposal Summary:

(A) VILLAGE ADMINISTRATOR'S REPORT

- SALES TAX COLLECTIONS
- UPDATE ON CITY MAPS

(B) VILLAGE ENGINEER'S REPORT (MRB GROUP)

- WASTEWATER TREATMENT PLANT IMPROVEMENTS
- MILL CREEK DRIVE DOWNTOWN CONNECTOR
- SANITARY SEWER LINE MAP

BOA Agenda Item #5(A)



Date Submitted:

Agenda Date Requested: February 15, 2024

Agenda Item: 5(A)

Project/Proposal Title: Resolution for Sanctuary East Public Improvement District

Council Action Requested:

Ordinance

Resolution

X Motion

Discussion

Project/Proposal Summary:

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED ASSESSMENT ROLL; CALLING FOR NOTICE OF A PUBLIC HEARING FOR MARCH 7, 2024 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1 OF THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE SAID PROPOSED ASSESSMENT ROLL AVAILABLE FOR PUBLIC INSPECTION; DIRECTING VILLAGE STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS RELATED TO THE FOREGOING.
(GREGORY MILLER, BICKERSTAFF HEATH DELGADO ACOSTA LLP)

VILLAGE OF SALADO, TEXAS

RESOLUTION NO. 2024-__

A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED ASSESSMENT ROLL; CALLING FOR NOTICE OF A PUBLIC HEARING FOR MARCH 7, 2024 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1 OF THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE SAID PROPOSED ASSESSMENT ROLL AVAILABLE FOR PUBLIC INSPECTION; DIRECTING VILLAGE STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS RELATED TO THE FOREGOING

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”) authorizes the governing body (the “Board of Aldermen”) of the Village of Salado, Texas (the “Village”) to create a public improvement district within the Village and its extraterritorial jurisdiction; and

WHEREAS, on February 2, 2023, the Board of Aldermen conducted a public hearing to consider a petition received by the Village on July 29, 2020, titled “Petition for the Creation of a Public Improvement District Within the Village of Salado, Texas,” requesting the creation of a public improvement district; and

WHEREAS, on February 2, 2023, after due notice and a public hearing, the Board of Aldermen approved Resolution No. R-2023-03 (the “Authorization Resolution”), authorizing, establishing and creating the Sanctuary East Public Improvement District (the “District”) and determining the advisability of the improvements; and

WHEREAS, the Village authorized the creation of the District and the issuance of up to \$15,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the Board of Aldermen and the Village staff have been presented a "Sanctuary East Public Improvement District Preliminary Service and Assessment Plan," including the proposed Improvement Area #1 Assessment Roll attached as Exhibit E-1 (the "Proposed Assessment Roll"), dated February 15, 2024 (the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the anticipated levy and assessment amount for the Authorized Improvements constructed for the benefit of Improvement Area #1 of the District (the "Improvement Area #1 Projects") is approximately \$5,371,000.00, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the Improvement Area #1 Projects, and as referenced in Exhibit B of the Preliminary SAP; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the development of Improvement Area #1 of the District ("Improvement Area #1"), and the Proposed Assessment Roll states the assessments proposed to be levied against each parcel of land in Improvement Area #1, as determined by the method of assessment and apportionment chosen by the Village; and

WHEREAS, the Act requires that the Proposed Assessment Roll be filed with the City Secretary of the Village (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider the Preliminary SAP and proposed assessments and requires the Board of Aldermen to hear and pass on any objections to the Preliminary SAP and proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the Village before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the Board of Aldermen and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The Board of Aldermen does hereby accept the Preliminary SAP, dated February 15, 2024, for the District, including the Proposed Assessment Roll, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The Board of Aldermen hereby determines that the total estimated costs of the Improvement Area #1 Projects are set forth in Exhibit B of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. The Board of Aldermen's final determination and approval of the estimated costs of the Improvement Area #1 Projects, or any portion thereof, shall be subject to and contingent upon Board of Aldermen approval of a final Service and Assessment Plan which will include the final Improvement Area #1 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Assessment Roll states the assessment proposed to be levied against each parcel of land in Improvement Area #1 of the District, as determined by the method of assessment chosen by the Village in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The Board of Aldermen hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary and the same shall be available for public inspection.

SECTION 7. The Board of Aldermen hereby authorizes and calls a meeting and a public hearing (the Assessment Hearing as defined above) to be held on March 7, 2024 at 6:30 p.m. at the Salado Municipal Building, 301 N. Stagecoach, Salado, Texas 76571, at which the Board of Aldermen shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the Board of Aldermen will consider an ordinance levying the assessments as special assessments on property within Improvement Area #1 which ordinance shall specify the method of payment of the assessments).

SECTION 8. The Board of Aldermen hereby approves of without exception the publication by the City Secretary of the Assessment Hearing to be held on March 7, 2024, in

substantially the form attached hereto as **Exhibit B**, in a newspaper of general circulation in the Village, before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 9. When the Proposed Assessment Roll is filed with the City Secretary, the Board of Aldermen hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on March 7, 2024, as required by Section 372.016(c) of the Act.

SECTION 10. Village staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the Assessment Hearing on the agenda for the March 7, 2024 meeting of the Board of Aldermen.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of this page intentionally left blank.]

PASSED AND APPROVED on this the 15th day of February 2024.

ATTEST:

Michael Coggin, Mayor

Debbie Bean, City Secretary

[VILLAGE SEAL]

[SIGNATURE PAGE – COST DETERMINATION RESOLUTION – SANCTUARY EAST PID]

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

Sanctuary East Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

FEBRUARY 15, 2024



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section", "Exhibit", or an "Appendix" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On February 2, 2023, the Board of Aldermen passed and approved Resolution No. 2023-03, authorizing the creation of the District in accordance with the PID Act.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements that confer a special benefit on property within the District. The District contains approximately 188.85 acres located within the Village, as described legally by metes and bounds on **Exhibit J** and as depicted on the map in **Exhibit A-1**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the Village. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is contained in **Exhibit E-1**.

SECTION I: DEFINITIONS

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the Village, including the acquisition of necessary easements and other right-of-way; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) for labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4% construction management fee. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the amount collected by application of the Additional Interest Rate if PID Bonds are issued. Additional Interest will not be charged on the Improvement Area #1 Reimbursement Obligation.

“Additional Interest Rate” means the 0.50% additional interest rate charged on Assessments securing PID Bonds, if issued, pursuant to Section 372.018 of the PID Act.

“Administrator” means the Village, or the person or independent firm designated by the Village who shall have the responsibilities provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Village related to the duties and responsibilities of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the Village; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds, if issued; (6) investing or depositing Assessments and Annual Installments; (7) complying with

this Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements, if issued; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the Board of Aldermen that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

“Annual Service Plan Update” means an update to this, or any Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the Board of Aldermen.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means any ordinance adopted by the Board of Aldermen in accordance with the PID Act that levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in Section V.

“Assessment Roll” means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll included in this Service and Assessment Plan as Exhibit E-1, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including Improvement Area #1 Improvements, Bond Issuance Costs, and First Year Annual Collection Costs.

“Board of Aldermen” means the governing body of the Village.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, Village costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“County” means Bell County, Texas.

“Delinquent Collection Costs” means costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Developer” means Sanctuary Development Company, LLC, a Texas limited liability company and its successors and assigns.

“District” means the Sanctuary East Public Improvement District, consisting of approximately 188.85 acres within the Village, as described by metes and bounds shown on Exhibit J and by the map shown on Exhibit A-1.

“Engineer’s Report” means a report provided by a licensed professional engineer that identifies the Authorized Improvements, including their costs, location, and benefit, attached hereto as Appendix A.

“Estimated Buildout Value” means the estimated value of an Assessed Property after completion of the horizontal and the vertical improvements (e.g., house, office building, etc.), and shall be determined by the Administrator and confirmed by the Board of Aldermen by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

“First Year Annual Collection Costs” means the estimated cost of the first year’s Annual Collection Costs.

“Future Improvement Area” means a distinct portion of the District, described by metes and bounds and developed as an individual phase after Improvement Area #1, with such area(s) to be described and designated in future Annual Service Plan Updates.

“Future Improvement Area Bonds” means PID Bonds issued to fund Future Improvement Area Improvements. If issued, Future Improvement Area Bonds will be secured by and paid only from Assessments levied on Parcels within the Future Improvement Area.

“Future Improvement Area Improvements” means the Authorized Improvements which only benefit the Future Improvement Area.

“Improvement Area(s)” means specifically defined and designated areas within the District that are developed in phases including Improvement Area #1.

“Improvement Area #1” means the first Improvement Area to be developed within the District, as shown on **Exhibit A-3**, and as described on **Exhibit I**, comprised of approximately 65.508 acres and planned to include 175 single family homes. Improvement Area #1 includes all lots in Phase 1A and all lots in Phase 1B.

“Improvement Area #1 Annual Installment” means the annual installment payment of an Improvement Area #1 Assessment as calculated by the Administrator and approved by the Village, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

“Improvement Area #1 Assessed Property” means all Parcels within Improvement Area #1 other than Non-Benefited Property, Non-Assessed Lots and Owner Association Property.

“Improvement Area #1 Assessment Roll” means the assessment roll included in this Service and Assessment Plan as **Exhibit E-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared relating to the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

“Improvement Area #1 Assessments” means the Assessments shown on the Improvement Area #1 Assessment Roll that are levied on Improvement Area #1 Assessed Property to fund Improvement Area #1 Projects.

“Improvement Area #1 Improvements” means Authorized Improvements which only benefit Improvement Area #1 Assessed Property as described in **Section III** and depicted on **Exhibit G**.

“Improvement Area #1 Projects” means the Improvement Area #1 Improvements, Bond Issuance Costs, and First Year Annual Collection Costs.

“Improvement Area #1 Reimbursement Agreement” means that certain Sanctuary East Public Improvement District Financing and Reimbursement Agreement between the Village of Salado, Texas, and Sanctuary Development Company, LLC, a Texas limited liability company, with Old

World BBD, Inc., a Texas corporation, Castlerock Communities, Inc., a Delaware limited liability company, Billie Hanks, Jr. and Carol Anne Hanks, as Consenting Parties, dated December 22, 2023.

"Improvement Area #1 Reimbursement Obligation" means an amount not to exceed \$5,371,000 payable from Improvement Area #1 Assessments to be paid to the Developer pursuant to the Improvement Area #1 Reimbursement Agreement.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the Village and the Trustee setting forth terms and conditions related to the PID Bonds, if issued.

"Landowner Certificate" means any landowner certificate executed by the applicable Owner(s) consenting to the levy of the Assessments.

"Lot" means, for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g., lot size, product type, buildout value, etc.), as determined by the Administrator and confirmed by the Board of Aldermen. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed by the Board of Aldermen. A map of the Lot Types within Phase 1A of Improvement Area #1 is included as Exhibit K.

"Lot Type 1" means a Lot designated as a 45' lot within Improvement Area #1.

"Lot Type 2" means a Lot designated as a 50' lot within Improvement Area #1.

"Lot Type 3" means a Lot designated as a 75' lot within Improvement Area #1.

"Maximum Assessment" means for each Lot Type within Improvement Area #1, at the time a new Lot is created by plat, an Assessment equal to the lesser of (1) the amount calculated pursuant to Section VI.A, or (2) the amount shown on Exhibit F, which amount will be reduced annually by principal payments made as part of the Annual Installment. Maximum Assessment for Future Improvement Areas will be determined in future Annual Service Plan updates.

"Non-Assessed Lots" means tax parcels 515948 (Lot 5, Block F, Phase 1A), 515958 (Lot 15, Block G, Phase 1A), and 515984 (Lot 76, Block N, Phase 1A) which are located in Improvement Area #1 and shown on the Phase 1A Final Plat, but which have been transferred to individual homeowners as of the date thereof and are not subject to assessment.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements.

“Notice of PID Assessment Lien Termination” means a document recorded in the official public records of the County evidencing the termination of the lien related to an Assessment, a form of which is attached as **Exhibit H**.

“Owner(s)” means the Developer, Old World BBD, Inc., a Texas corporation, Castlerock Communities, Inc., a Delaware limited liability company, Carol Anne Hanks, Billie Hanks, Jr., and their successors and assigns.

“Owner Association” means one or more property owners associations that may own, operate and/or maintain some of the Authorized Improvements and which the Village acknowledges are approved and authorized by the Village pursuant to Section 372.023(a)(3) of the PID Act.

“Owner Association Property” means property owned and/or maintained by an Owner Association.

“Parcel(s)” means a property identified by either a tax map identification number assigned by the Tax Appraisal District of Bell County for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the Village.

“Phase 1A” means the Salado Sanctuary Phase 1A Final Plat. Phase 1A includes the Non-Assessed Lots.

“Phase 1A Final Plat” means the Salado Sanctuary Phase 1A Plat recorded in Document Number 20220-42431 of the Official Records of Real Property, Bell County, Texas and attached hereto as **Exhibit M** containing approximately 28.78 acres.

“Phase 1B” means all of the area within Improvement Area #1, save and except Phase 1A, consisting of approximately 36.728 acres. Until a plat has been recorded and a Property ID has been assigned by the Appraisal District to each Lot within Phase 1B, the Annual Installment allocable to the Improvement Area #1 will be allocated to each property ID within Phase 1B based on the Tax Appraisal District of Bell County acreage for billing purposes only.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means bonds issued by the Village, in one or more series, to finance the Authorized Improvements that confer a special benefit on the property within the District.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means principal, interest, including Additional Interest, if applicable, and Annual Collection Costs to the date of Prepayment.

“Private Improvements” means the improvements that are funded entirely by the Developer and are not eligible for repayment by Assessments; provided that, for the avoidance of doubt, such term does not include the improvements to be funded entirely by the Developer without reimbursement to the extent the amount of Authorized Improvements exceeds the amount of the PID Bonds.

“Service and Assessment Plan” means this Service and Assessment Plan as it may be modified, amended, supplemented, and updated from time to time.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“Trustee” means the trustee (or successor trustee) under an Indenture.

“Village” means the Village of Salado, Texas.

[Remainder of page intentionally left blank]

SECTION II: THE DISTRICT

The District includes approximately 188.85 acres located within the Village, as described legally by metes and bounds on **Exhibit J** and as depicted on the map on **Exhibit A-1**. Development of the District is anticipated to include approximately 416 single-family homes.

Improvement Area #1 includes approximately 65.508 acres as described legally by metes and bounds on **Exhibit I** and as depicted on the map on **Exhibit A-3**. Development of Improvement Area #1 is anticipated to include 175 single-family homes. Improvement Area #1 includes all lots in Phase 1A and all lots in Phase 1B.

SECTION III: AUTHORIZED IMPROVEMENTS

The Village, based on information provided by the Developer and their engineer and on review by the Village staff and by third-party consultants retained by the Village, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with Village standards and specifications and will be owned and operated by the Village unless otherwise indicated. The budget for the Authorized Improvements, as well as the allocation of the Authorized Improvements, is shown on **Exhibit B**.

A. Improvement Area #1 Projects

1. Improvement Area #1 Improvements

▪ *Street and Drainage*

Street cross sections were constructed in accordance with Village of Salado standard details and generally include subgrade preparation (including lime treatment and compaction), crushed limestone base, all related earth work, erosion control, and demolition. All construction includes typical requirements for erosion and sedimentation control measures (i.e., silt fences, rock berms, stabilized construction entrances, and storm sewer inlet protection).

▪ *Sanitary Sewer*

The wastewater system design includes installation of 8" SDR-26 PVC gravity pipelines, 4" residential service lines (with two-way cleanout), and wastewater manholes. Improvements also include excavation and embankment, trench safety, and pipeline embedment. All construction includes typical requirements for erosion and sedimentation control measures (i.e., silt fences, rock berms, stabilized construction entrances, and storm sewer inlet protection).

- **Soft Costs**

Costs related to designing, constructing, installing, and financing the Improvement Area #1 Improvements, including land planning and design, Village fees and performance bonds, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, and other PID costs incurred and paid by the Developer.

- 2. Bond Issuance Costs**

- **Debt Service Reserve Fund**

Equals the amount required under an applicable Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- **Capitalized Interest**

Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in the Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- **Underwriter's Discount**

Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- **Costs of Issuance**

Includes costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, Village costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- 3. First Year Annual Collection Costs**

Equals the First Year Annual Collection Costs for Improvement Area #1.

- B. Future Improvement Area Improvements**

As Future Improvement Areas are developed, this Service and Assessment Plan will be updated with descriptions of the Future Improvement Area Improvements.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. Exhibit C summarizes the Service Plan for the District.

Exhibit D summarizes the sources and uses of funds required to finance the Improvement Area #1 Projects. If PID Bonds are issued, Exhibit D will be updated to show the amount required to fund the required reserves and issue PID Bonds at the time the PID Bonds are issued. The sources and uses of funds shown on Exhibit D shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the Village to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the Village, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the Village that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the Village of the assessment methodologies set forth below is the result of the discretionary exercise by the Board of Aldermen of its legislative authority and governmental powers and is conclusive and binding on the Owners and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The Board of Aldermen, acting in its legislative capacity based on information provided by the Developer and their engineer and on review by the Village staff and by third-party consultants retained by the Village, has determined that Improvement Area #1 Projects shall be allocated to

the Improvement Area #1 Assessed Property pro rata based on Estimated Buildout Value, as shown on Exhibit F. Future Improvement Area Improvements will be allocated 100% to the applicable Future Improvement Area(s).

B. Improvement Area #1 Assessments

Improvement Area #1 Assessments are levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as Exhibit E-1. The projected Improvement Area #1 Annual Installments are shown on Exhibit E-2, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

The Board of Aldermen, acting in its legislative capacity based on information provided by the Developer and their engineer and reviewed by the Village staff and by third-party consultants retained by the Village, has found and determined:

1. Improvement Area #1

- a. The costs of the Improvement Area #1 Projects equal \$7,000,488 as shown on Exhibit B; and
- b. The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects allocated to the Improvement Area #1 Assessed Property; and
- c. The Assessed Property is allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Projects, which equal \$5,371,000 as shown on the Improvement Area #1 Assessment Roll, attached as Exhibit E-1; and
- d. The special benefit (\geq \$7,000,488) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects allocated to the Improvement Area #1 Assessed Property is greater than or equal to the amount of Improvement Area #1 Assessments (\$5,371,000) levied on the Improvement Area #1 Assessed Property; and
- e. The Developer has acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual costs associated therewith. The Owners required by the Village to execute a Landowner Certificate have ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the Board of Aldermen as to the special benefits described herein and in the Assessment

Ordinance, and (2) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

2. Future Improvement Area

As each Future Improvement Area is developed, this Service and Assessment Plan will be updated to describe the special benefit specific to the applicable Future Improvement Area.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by the owners of each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised in Annual Service Plan Updates based on Actual Costs incurred.

E. Additional Interest

If PID Bonds are issued, the interest rate on Assessments levied on Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture. Additional Interest is not charged on the Improvement Area #1 Reimbursement Obligation.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The calculation of the Estimated Buildout Value of an Assessed Property shall be performed by the Administrator based on information from the Developer, homebuilder, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the Board of Aldermen shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the Board of Aldermen.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the Village an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the Board of Aldermen based on information provided by the Developer, homebuilder, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the Board of Aldermen.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the Board of Aldermen in the next Annual Service Plan Update.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment for such Lot Type. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the landowner shall partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The Village's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments under applicable law or any portion of Assessed Property becomes Non-Benefited Property, the owner transferring the Assessed Property or causing the portion to become Non-Benefited Property shall pay to the Village or the Administrator on behalf of the Village the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer; provided that, however, such mandatory Prepayment of the Assessment shall not be required for portions of a Parcel that are dedicated or conveyed to the Village, any other governmental entity or utility provider, or an Owner Association for use as internal roads, utilities, parks, drainage and detention facilities, and other similar improvements, in which case the Assessment that was allocated to the Parcel will be reallocated to the remainder of the Parcel. If a reallocation to the remainder of the Parcel as provided in the foregoing sentence causes the Assessment for such remainder to exceed the Maximum Assessment, the owner of the remainder of the Parcel must partially prepay the

Assessment to the extent it exceeds the Maximum Assessment for such Parcel in an amount sufficient to reduce the Assessment to the Maximum Assessment.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the Board of Aldermen shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the Board of Aldermen for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all, or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the Board of Aldermen for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the Village shall provide the owner with a recordable Notice of PID Assessment Lien Termination, a form of which is attached as **Exhibit H**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the Board of Aldermen for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a Result of Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the Village receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection (F), if the owner notifies the Village and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. Exhibit E-2 shows the projected Improvement Area #1 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the Board of Aldermen for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be reduced by any applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the Village in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the Village. The Board of Aldermen may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The Village reserves the right to refund PID Bonds in accordance with the PID Act, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and

shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLLS

The Improvement Area #1 Assessment Roll is attached as **Exhibit E-1**. The Administrator shall prepare and submit to the Board of Aldermen, for review and approval, proposed revisions to the Assessment Rolls and Annual Installments for each Parcel within the District as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following Board of Aldermen approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the Board of Aldermen and the owner within 30 days of such referral. The Board of Aldermen shall consider the owner's notice of error and the Administrator's response at a public hearing, and within 30 days after closing such hearing, the Board of Aldermen shall make a final determination as to whether an error has been made. If the Board of Aldermen determines that an error has been made, the Board of Aldermen may take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the Board of Aldermen. The determination by the Board of Aldermen as to whether an error has been made, and any corrective action taken by the Board of Aldermen, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the Board of Aldermen in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect

Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the Board of Aldermen; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the Board of Aldermen by owners or developers adversely affected by the interpretation. Appeals shall be decided by the Board of Aldermen after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the Board of Aldermen shall be final and binding on the owners and developers and their successors and assigns.

D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Exhibit L-1**, **Exhibit L-2**, and **Exhibit L-3**. Within seven days of approval by the Board of Aldermen, the Village shall file and record in the real property records of the County, in its entirety, the executed ordinance, including any attachments, approving this Service and Assessment Plan, or any future Annual Service Plan Updates.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

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EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A-1	District Boundary Map
Exhibit A-2	Concept Plan
Exhibit A-3	Improvement Area #1 Map
Exhibit B	Authorized Improvements
Exhibit C	Service Plan
Exhibit D	Sources and Uses
Exhibit E-1	Improvement Area #1 Assessment Roll
Exhibit E-2	Improvement Area #1 Annual Installments
Exhibit F	Maximum Assessment
Exhibit G	Maps of Improvement Area #1 Improvements
Exhibit H	Notice of PID Assessment Lien Termination
Exhibit I	Improvement Area #1 Legal Description
Exhibit J	District Legal Description
Exhibit K	Map of Lot Types with Improvement Area #1
Exhibit L-1	Lot Type 1 Buyer Disclosure
Exhibit L-2	Lot Type 2 Buyer Disclosure
Exhibit L-3	Lot Type 3 Buyer Disclosure
Exhibit M	Phase 1A Final Plat

APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A Engineer's Report

EXHIBIT A-1 – DISTRICT BOUNDARY MAP

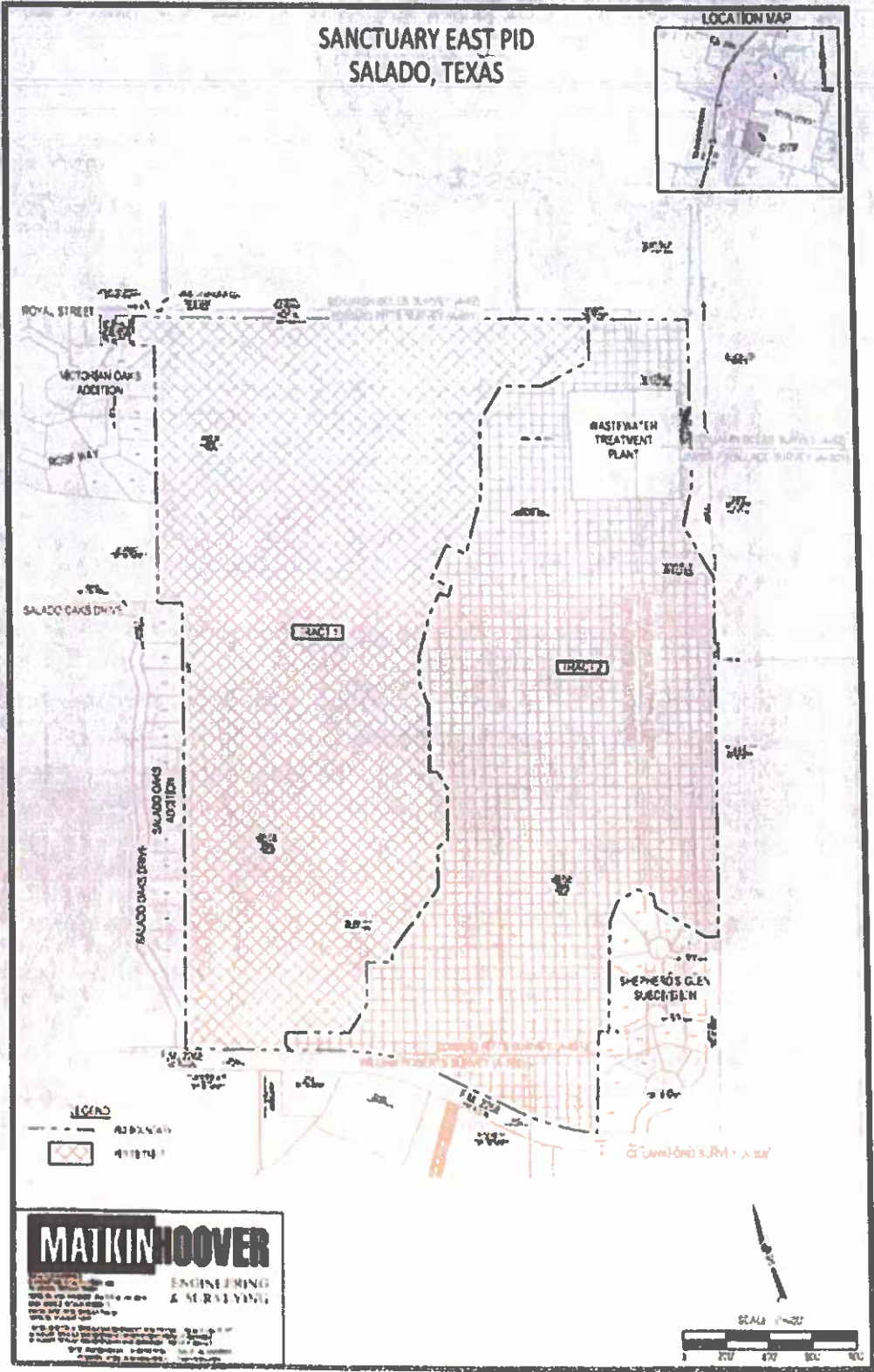
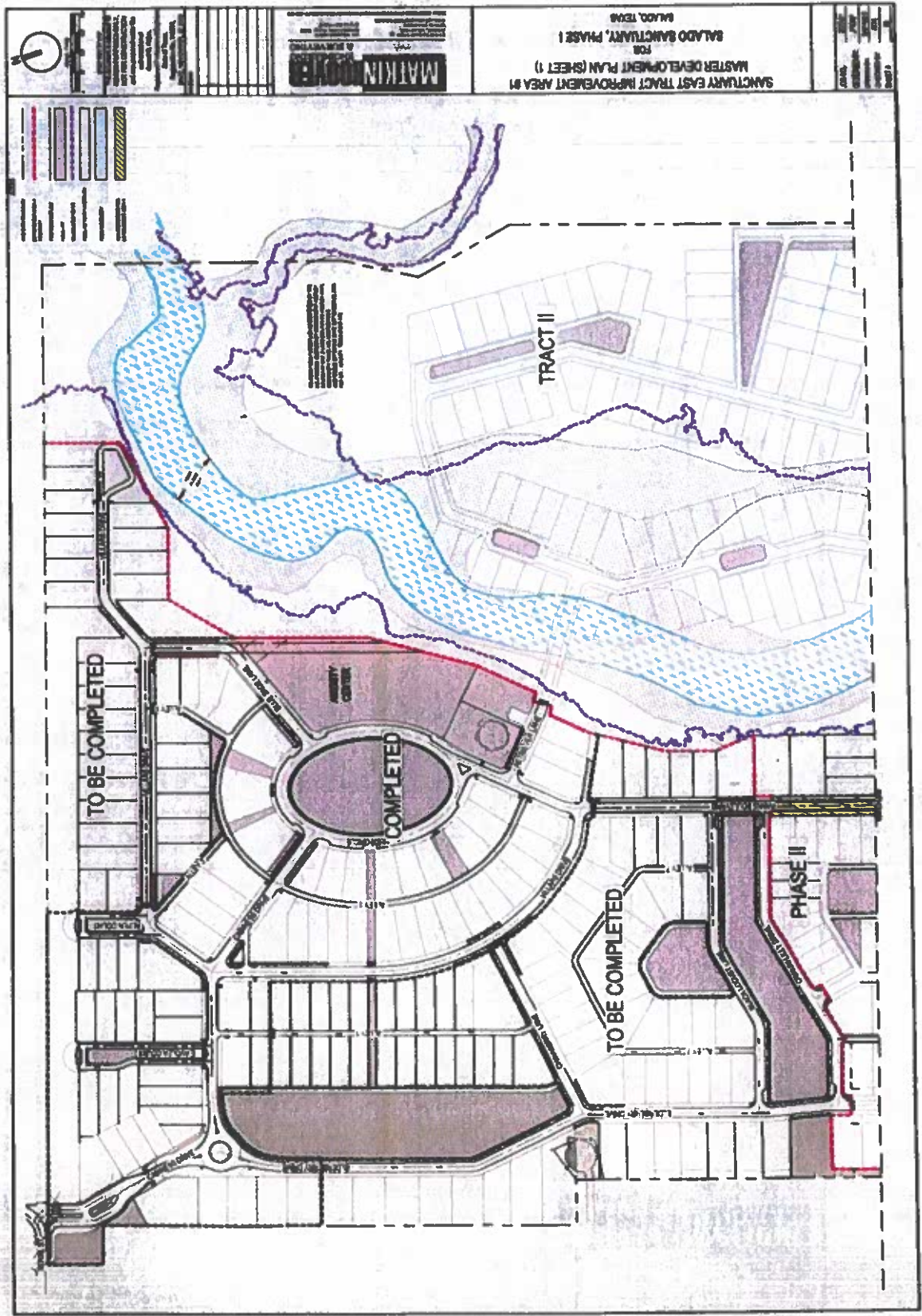
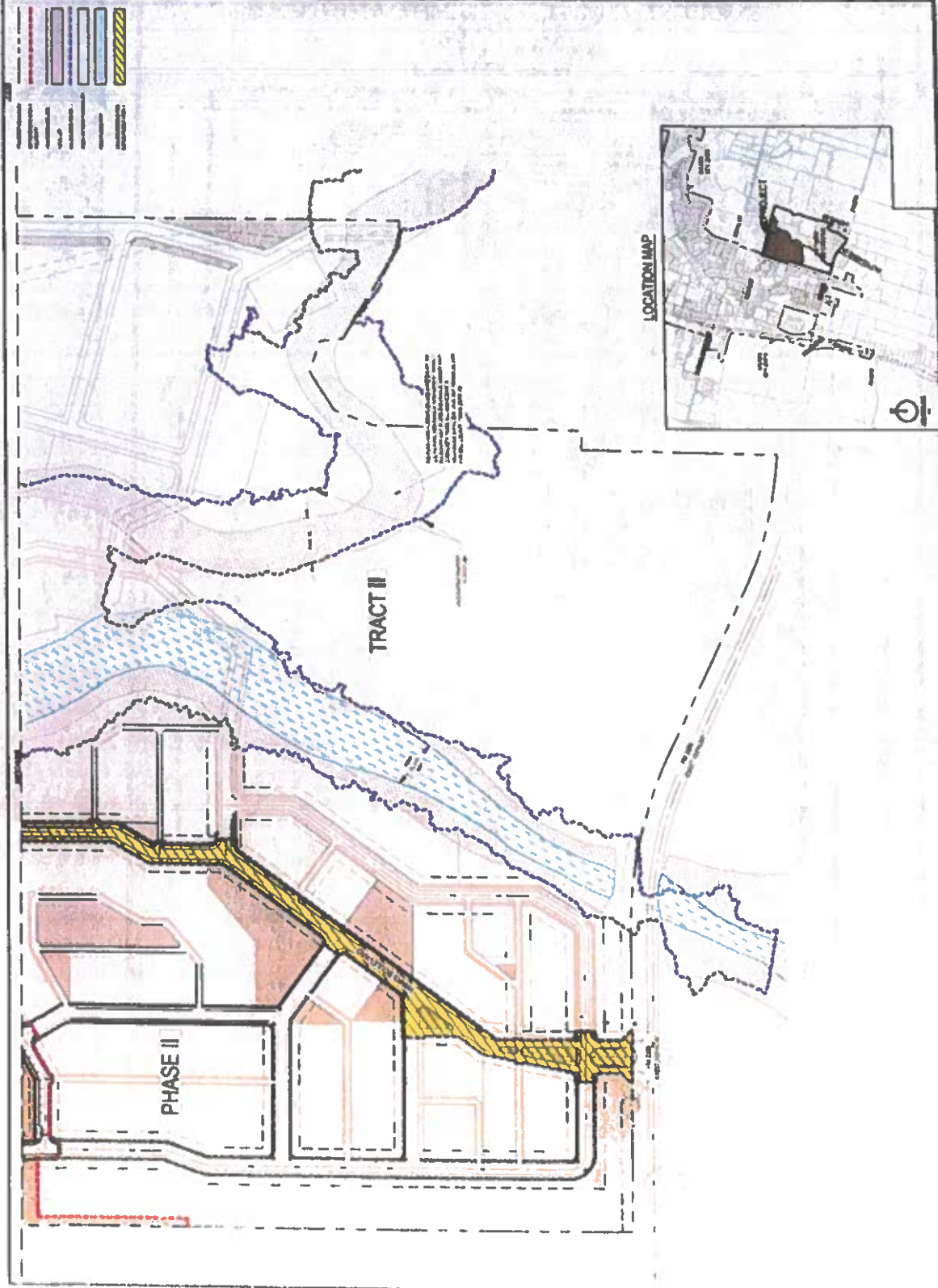


EXHIBIT A-2 - CONCEPT PLAN





	Property Boundary
	Water Feature
	Utility/Easement
	Phase I Area
	Phase II Area
	Other Area

EXHIBIT A-3 – IMPROVEMENT AREA #1 MAP

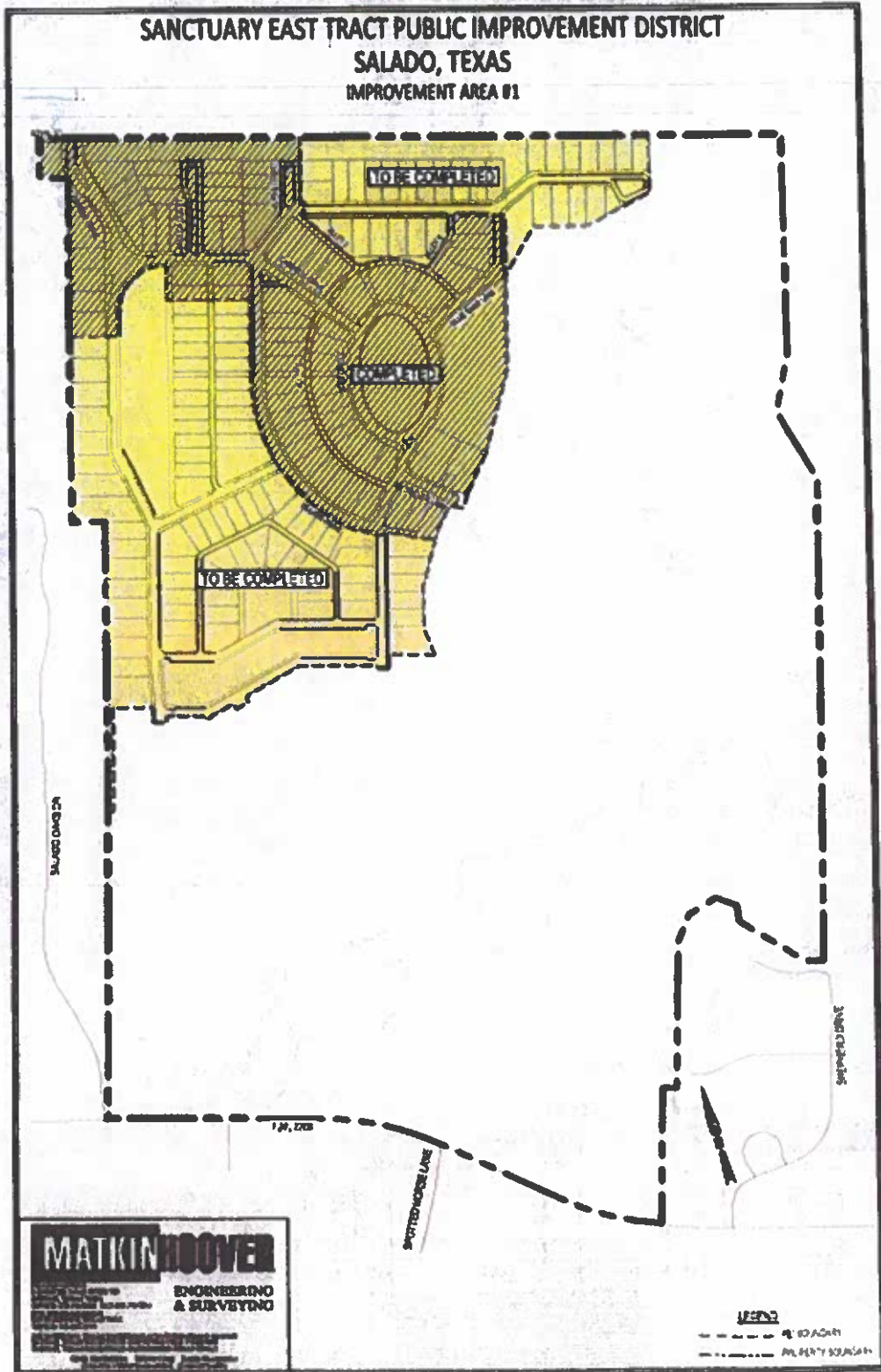


EXHIBIT B – AUTHORIZED IMPROVEMENTS

	Improvement Area #1		
	Total Costs [a]	Projects	Private Costs
<i>Improvement Area #1 Improvements</i>			
Streets and Drainage	\$ 4,069,023	\$ 4,069,023	\$ -
Sanitary Sewer	831,455	831,455	-
Soft Costs	1,079,467	1,079,467	-
	\$ 5,979,945	\$ 5,979,945	\$ -
<i>Private Improvements</i>			
Water	\$ 1,149,922	\$ -	\$ 1,149,922
	1,149,922	-	1,149,922
<i>Bond Issuance Costs</i>			
Debt Service Reserve Fund [b]	\$ 397,978	\$ 397,978	\$ -
Capitalized Interest [b]	104,175	104,175	-
Underwriter's Discount [b]	161,130	161,130	-
Cost of Issuance [b]	322,260	322,260	-
	\$ 985,543	\$ 985,543	\$ -
<i>First Year Annual Collection Costs</i>			
First Year Collection Costs	\$ 35,000	\$ 35,000	\$ -
	\$ 35,000	\$ 35,000	\$ -
Total	\$ 8,150,410	\$ 7,000,488	\$ 1,149,922

Notes:

[a] Costs were determined per the Engineer's Opinion of Probable Cost prepared by Matkin Hoover Engineering & Surveying dated November 2023.

[b] The amounts shown for Bond Issuance Costs are estimates and are subject to change if PID Bonds are issued.

EXHIBIT C -- SERVICE PLAN

	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Annual Installments Due					
Improvement Area #1 Reimbursement Obligation					
Principal	\$ 116,000.00	\$ 122,000.00	\$ 128,000.00	\$ 133,000.00	\$ 140,000.00
Interest	\$ 281,977.50	\$ 275,887.50	\$ 269,482.50	\$ 262,762.50	\$ 255,780.00
(1)	\$ 397,977.50	\$ 397,887.50	\$ 397,482.50	\$ 395,762.50	\$ 395,780.00
(2)	\$ 35,700.00	\$ 36,414.00	\$ 37,142.28	\$ 37,885.13	\$ 38,642.83
(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	\$ 433,677.50	\$ 434,301.50	\$ 434,624.78	\$ 433,647.63	\$ 434,422.83

Notes:

[a] Additional Interest will be collected if PID Bonds are issued.

EXHIBIT D – SOURCES AND USES

Sources of Funds	
Improvement Area #1 Reimbursement Obligation [a]	\$ 5,371,000
Developer Contribution [b]	\$ 2,779,410
Total Sources	\$ 8,150,410
Uses of Funds	
Improvement Area #1 Improvements	\$ 5,979,945
Private Improvements	\$ 1,149,922
	\$ 7,129,867
<i>Bond Issuance Costs</i>	
Debt Service Reserve Fund [c]	\$ 397,978
Capitalized Interest [c]	\$ 104,175
Underwriter's Discount [c]	\$ 161,130
Cost of Issuance [c]	\$ 322,260
	<u>985,543</u>
<i>First Year Annual Collection Costs</i>	
First Year Annual Collection Costs	\$ 35,000
	<u>\$ 35,000</u>
Total Uses	\$ 8,150,410

Notes:

[a] If PID Bonds secured by the Improvement Area #1 Assessment are issued, the Annual Installments cannot increase above what is shown on Exhibit E-2, and a reduction in outstanding Assessment may be required.

[b] The Developer Contribution represents costs to be expended by the Developer to construct the Private Improvements and/or Authorized Improvements in excess of the Improvement Area #1 Reimbursement Obligation.

[c] The amounts shown for Bond Issuance Costs are estimates and are subject to change if PID Bonds are issued.

EXHIBIT E-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ¹	Lot Type	Outstanding Assessment ²	Annual Installment Due 1/31/2025
515936	Lot Type 3	\$ 35,974.44	\$ 2,904.73
515937	Lot Type 3	\$ 35,974.44	\$ 2,904.73
515938	Lot Type 3	\$ 35,974.44	\$ 2,904.73
515939	Lot Type 3	\$ 35,974.44	\$ 2,904.73
515940	Lot Type 3	\$ 35,974.44	\$ 2,904.73
515941	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515942	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515943	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515944	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515945	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515946	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515947	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515948	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515949	Non-Assessed	\$ -	\$ -
515950	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515951	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515952	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515953	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515954	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515955	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515956	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515957	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515958	Non-Assessed	\$ -	\$ -
515959	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515960	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515961	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515962	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515963	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515964	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515965	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515966	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515967	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515968	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515969	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515970	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515971	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515972	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515973	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515974	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515975	Lot Type 1	\$ 29,644.18	\$ 2,393.60

Property ID ¹	Lot Type	Annual Installment Due	
		Outstanding Assessment ²	1/31/2025
515976	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515977	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515978	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515979	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515980	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515981	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515982	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515983	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515984	Non-Assessed	\$ -	\$ -
515985	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515986	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515987	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515988	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515989	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515990	Lot Type 1	\$ 29,644.18	\$ 2,393.60
515991	Non-Benefited	\$ -	\$ -
515992	Non-Benefited	\$ -	\$ -
515993	Non-Benefited	\$ -	\$ -
515994	Lot Type 3	\$ 35,974.44	\$ 2,904.73
515995	Lot Type 3	\$ 35,974.44	\$ 2,904.73
515996	Lot Type 3	\$ 35,974.44	\$ 2,904.73
515997	Lot Type 3	\$ 35,974.44	\$ 2,904.73
515998	Lot Type 3	\$ 35,974.44	\$ 2,904.73
515999	Lot Type 3	\$ 35,974.44	\$ 2,904.73
516000	Lot Type 3	\$ 35,974.44	\$ 2,904.73
516001	Lot Type 3	\$ 35,974.44	\$ 2,904.73
516002	Lot Type 3	\$ 35,974.44	\$ 2,904.73
516003	Lot Type 3	\$ 35,974.44	\$ 2,904.73
516004	Lot Type 3	\$ 35,974.44	\$ 2,904.73
516005	Lot Type 3	\$ 35,974.44	\$ 2,904.73
516006	Non-Benefited	\$ -	\$ -
516007	Non-Benefited	\$ -	\$ -
516008	Non-Benefited	\$ -	\$ -
516009	Non-Benefited	\$ -	\$ -
516010	Non-Benefited	\$ -	\$ -
516011	Non-Benefited	\$ -	\$ -
516012	Non-Benefited	\$ -	\$ -
516013	Non-Benefited	\$ -	\$ -
516014	Non-Benefited	\$ -	\$ -
516015	Non-Benefited	\$ -	\$ -

Property ID ¹	Lot Type	Outstanding Assessment ²	Annual Installment Due 1/31/2025
516016	Non-Benefited	\$ -	\$ -
516017	Non-Benefited	\$ -	\$ -
516018	Non-Benefited	\$ -	\$ -
516019	Non-Benefited	\$ -	\$ -
516020	Non-Benefited	\$ -	\$ -
495920	Phase 1B ³	\$ 2,534,348.11	\$ 204,634.10
515934	Phase 1B ³	\$ 831,810.00	\$ 67,163.89
Total		\$ 5,371,000.00	\$ 433,677.50

Notes:

- 1) Phase 1B is contained within Property IDs 495920 & 515934. For billing purposes, the Annual Installment due 1/31/2025 allocable to Phase 1B is allocated pro rata based on acreage.
- 2) If PID Bonds secured by the Improvement Area #1 Assessment are issued, the Annual Installments cannot increase above what is shown on Exhibit E-2, and a reduction in outstanding Assessment may be required.
- 3) Property ID 515949, Property ID 515958, and Property ID 515984 are located within Phase 1A and are shown within the Phase 1A Final Plat but are not Assessed as the sale of these properties to third party individual owners was completed before the levy of Assessments. The allocable costs of Authorized Improvements which benefit the previously mentioned parcels will be funded by the Developer's contribution as shown in Exhibit D.

EXHIBIT E-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Improvement Area #1 Reimbursement Obligation								
Annual Installment Due	Principal		Interest [a]	Annual Collection Costs	Annual Installment			
2025	\$	116,000	\$	281,978	\$	433,678		
2026		122,000		275,888		434,302		
2027		128,000		269,483		434,625		
2028		133,000		262,763		433,648		
2029		140,000		255,780		434,423		
2030		146,000		248,430		433,846		
2031		153,000		240,765		433,969		
2032		160,000		232,733		433,741		
2033		168,000		224,333		434,161		
2034		176,000		215,513		434,177		
2035		184,000		206,273		433,791		
2036		193,000		196,613		434,001		
2037		203,000		186,480		434,756		
2038		212,000		175,823		434,004		
2039		222,000		164,693		433,798		
2040		233,000		153,038		434,085		
2041		245,000		140,805		434,813		
2042		256,000		127,943		433,931		
2043		269,000		114,503		434,491		
2044		282,000		100,380		434,388		
2045		296,000		85,575		434,623		
2046		310,000		70,035		434,144		
2047		325,000		53,760		433,951		
2048		341,000		36,698		433,993		
2049		358,000		18,795		434,216		
Total	\$	5,371,000	\$	4,339,073	\$	1,143,482	\$	10,853,554

Notes:

[a] Interest is calculated at a rate of 5.25% which is less than 2.00% above the S&P Municipal Bond High Yield Index in the month before the Assessments were levied.

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT F -- MAXIMUM ASSESSMENT

Lot Type	Lot Description	Units	Finished Lot Value	Total Finished Lot Value	Improvement Area #1 Estimated		Total Estimated Buildout Value	Total Assessment ²	Maximum Assessment Per Unit	Average Annual Installment	Value to Lien per Finished Lot Value
					Buildout Value per Unit	Buildout Value					
Phase 1A											
Lot Type 1	45'	47	\$ 79,060	\$ 3,715,820	\$ 480,000	\$ 22,560,000	\$ 1,393,276	\$ 29,644.18	\$ 2,396.16	2.67	
Lot Type 2	50'	0	\$ 107,250	\$ -	\$ 525,000	\$ -	\$ -	\$ 32,423.32	\$ 2,620.80	3.31	
Lot Type 3	75'	17	\$ 126,833	\$ 2,156,161	\$ 582,500	\$ 9,902,500	\$ 611,566	\$ 35,974.44	\$ 2,907.84	3.53	
Subtotal:		64	\$ -	\$ 5,871,981	\$ -	\$ 32,462,500	\$ 2,004,842				
Phase 1B¹											
Lot Type 1	45'	59	\$ 79,060	\$ 4,664,540	\$ 480,000	\$ 28,320,000	\$ 1,749,006	\$ 29,644.18	\$ 2,396.16	2.67	
Lot Type 2	50'	41	\$ 107,250	\$ 4,397,250	\$ 525,000	\$ 21,525,000	\$ 1,329,356	\$ 32,423.32	\$ 2,620.80	3.31	
Lot Type 3	75'	8	\$ 126,833	\$ 1,014,664	\$ 582,500	\$ 4,660,000	\$ 287,796	\$ 35,974.44	\$ 2,907.84	3.53	
Subtotal:		108	\$ -	\$ 10,076,454	\$ -	\$ 54,505,000	\$ 3,366,158				
Total/Weighted Average		172	\$ 92,723	\$ 15,948,435	\$ 505,625	\$ 86,967,500	\$ 5,371,000				2.94

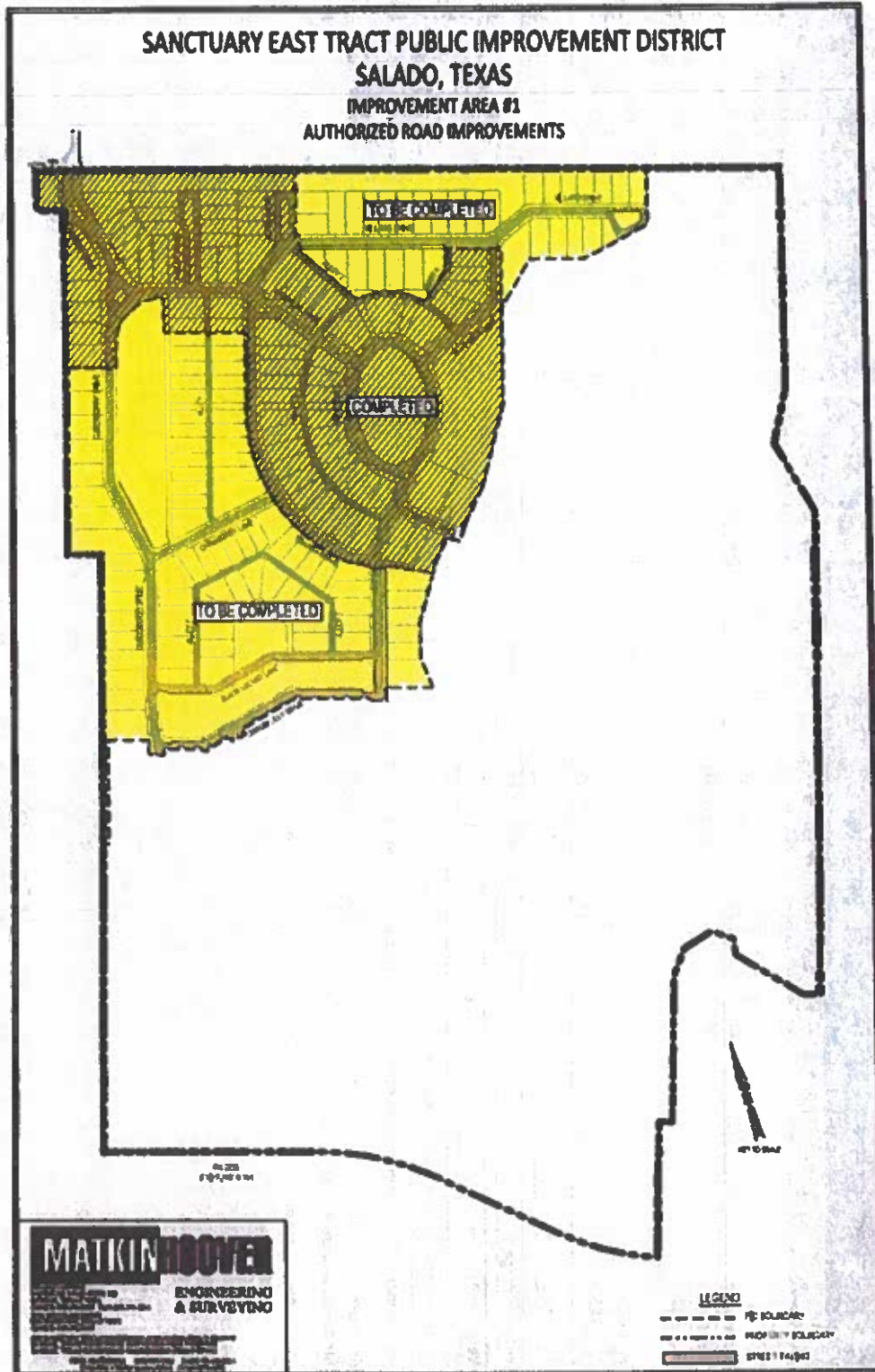
Notes:

¹ The Maximum Assessment for future Improvement Areas will be determined in future Annual Service Plan updates.

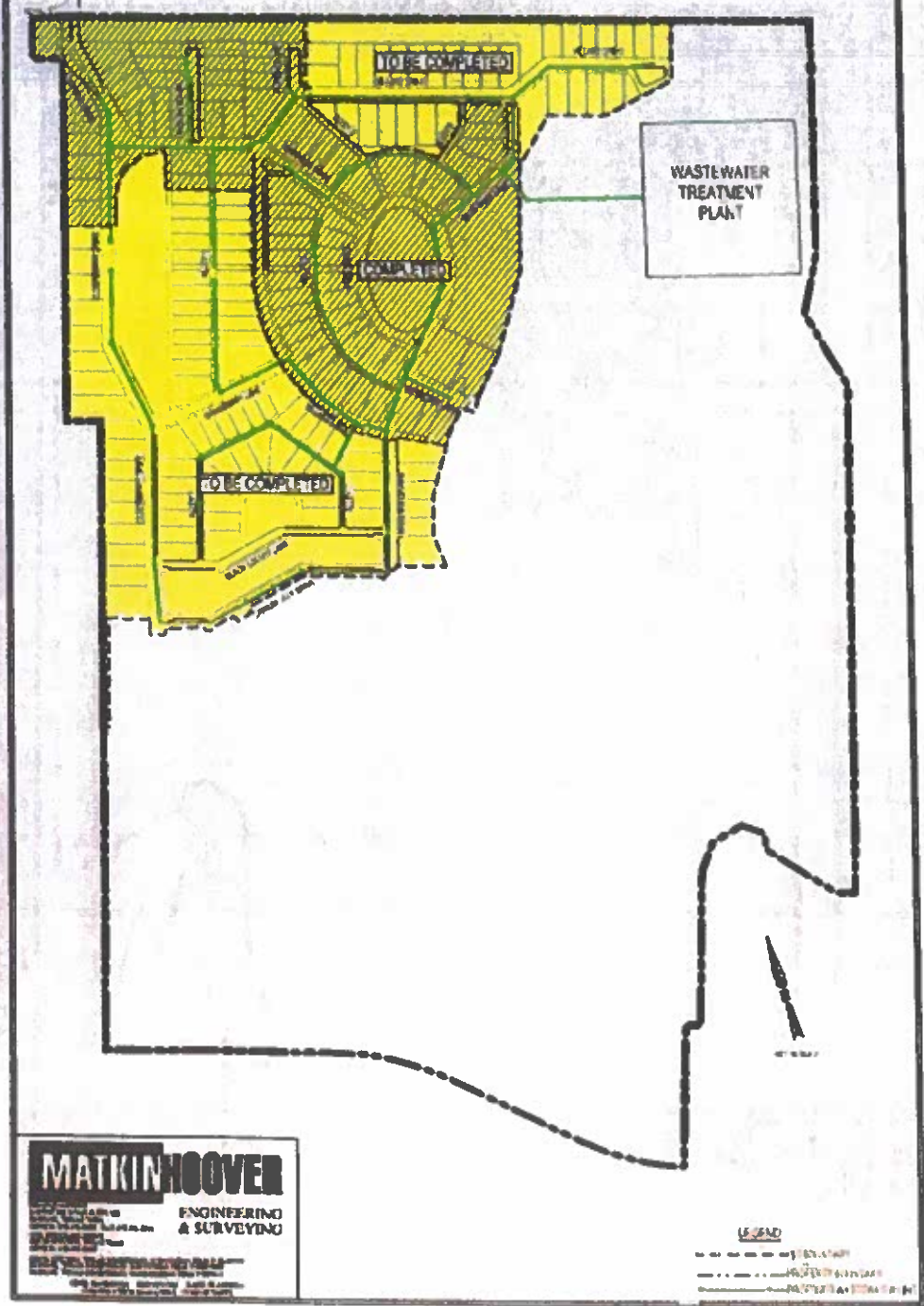
² If PID Bonds secured by the Improvement Area #1 Assessment are issued, the Annual Installments cannot increase above what is shown on Exhibit E-2, and a reduction in outstanding Assessment may be required.

³ Preliminary - Maximum Assessment is subject to adjustment prior to final platting.

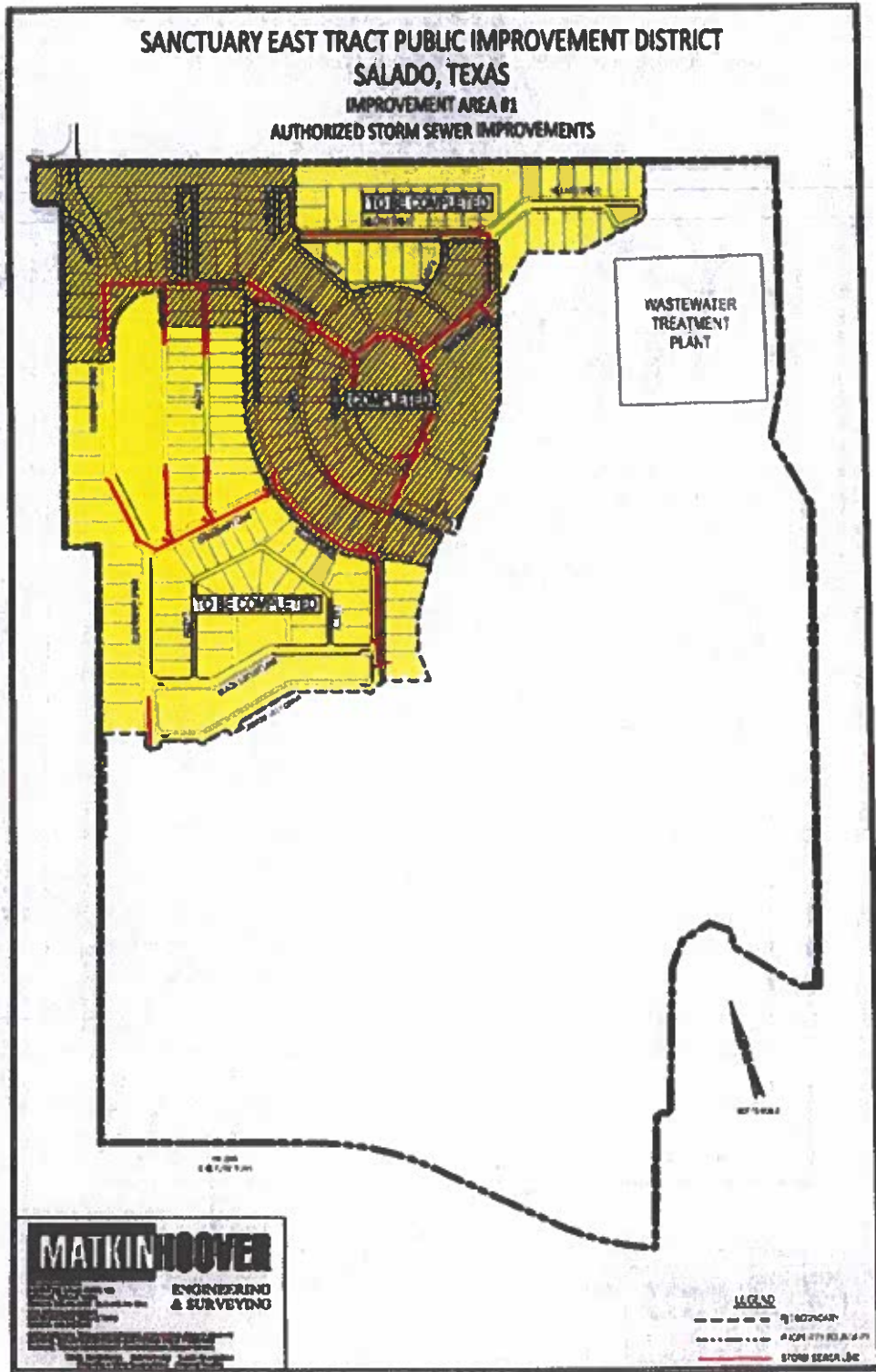
EXHIBIT G – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS



**SANCTUARY EAST TRACT PUBLIC IMPROVEMENT DISTRICT
SALADO, TEXAS
IMPROVEMENT AREA #1
AUTHORIZED WASTEWATER IMPROVEMENTS**



**SANCTUARY EAST TRACT PUBLIC IMPROVEMENT DISTRICT
SALADO, TEXAS
IMPROVEMENT AREA #1
AUTHORIZED STORM SEWER IMPROVEMENTS**



MATKIN HOOPER
ENGINEERING
& SURVEYING

LEGEND
 - - - - - 12" STORM SEWER
 - - - - - 18" STORM SEWER
 - - - - - 24" STORM SEWER

EXHIBIT H – NOTICE OF PID ASSESSMENT LIEN TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Bell County Clerk's Office
Honorable [County Clerk Name]
Bell County Justice Center
1201 Huey Road
Belton, TX 76513

Re: Village of Salado Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the Village of Salado is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

Salado Village Offices
Attn: [Village Secretary]
301 N. Stagecoach Road
Salado, TX 76571

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

Jon Snyder
P: (888)417-7074
admin@p3-works.com

AFTER RECORDING RETURN TO:

[Village Secretary Name]
301 N. Stagecoach Road
Salado, TX 76571

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BELL §

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this “Full Release”) is executed and delivered as of the Effective Date by the Village of Salado, Texas, a Texas home rule municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the “Board of Aldermen”) of the Village of Salado, Texas (hereinafter referred to as the “Village “), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the “Act”), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the Village; and

WHEREAS, on or about February 2, 2023, the Board of Aldermen for the Village, approved Resolution No. 2023-03, creating the Sanctuary East Public Improvement District; and

WHEREAS, the Sanctuary East Public Improvement District consists of approximately 188.85 contiguous acres located within the corporate limits of the Village; and

WHEREAS, on or about ____, __, 2024, the Board of Aldermen, approved Ordinance No. _____, (hereinafter referred to as the “Assessment Ordinance”) levying assessments on the Property (hereinafter defined) and approving a service and assessment plan and assessment roll for the Sanctuary East Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of \$ _____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Bell County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Bell County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the Village the Lien Amount.

RELEASE

NOW THEREFORE, the Village, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Bell County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said Lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

VILLAGE OF SALADO, TEXAS,
A Texas Type A general law municipality,

By: _____
[Administrator Name], Village Administrator

ATTEST:

[Secretary Name], Village Secretary

STATE OF TEXAS §
§
COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of _____, 20__, by [Administrator Name], Village Administrator for the Village of Salado, Texas, a Texas Type A general law municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT I – IMPROVEMENT AREA #1 LEGAL DESCRIPTION



FIELD NOTES FOR A 65.508 ACRE TRACT OF LAND

A 65.508 acre tract of land, located in the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 67.730 acre tract of land as described of record in Document No. 2020010520 of the Real Property Records of Bell County, Texas (measured to be 67.92 acres), and all of Salado Sanctuary Phase 1A Subdivision of record in Instrument No. 2022042431 of the Plat Records of Bell County, Texas. Said 65.508 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the east line of the Salado Oaks Addition, a subdivision plat of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, in the west line of a called 178.0 acre tract of land as described of record in Volume 1497, Page 488 of the Deed Records of Bell County, Texas, for a southwesterly corner of said 67.730 acre tract and the tract described herein, from which a point in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with CSJ No. 213-1-1, at the southeast corner of said Salado Oaks Addition, and for the southwest corner of said 178.0 acre tract bears, S $16^{\circ} 30' 24''$ W, a distance of 1077.72 feet, from which a found $\frac{1}{2}$ " iron rod bears, S $09^{\circ} 10' 53''$ W, a distance of 1.39 feet,

THENCE With the common line between said Salado Oaks and said 178.0 acre tract, also being with the west line of said 67.730 acre tract, the following two (2) courses:

1. N $16^{\circ} 30' 24''$ E, a distance of 1021.82 feet to a found $\frac{1}{2}$ " iron rod for the northeast corner of said Salado Oaks and an interior corner of the tract described herein, and
2. N $73^{\circ} 52' 06''$ W, a distance of 116.81 feet to a found $\frac{1}{2}$ " iron rod for the southeast corner of a called 2.294 acre tract of land as described in Document No. 2020062385, of the Real Property Records of Bell County, Texas, and a corner of the tract described herein,

THENCE: N $16^{\circ} 22' 14''$ E, with the west line of said 178.0 acre tract and said 67.730 acre tract, and the east line of said 2.294 acre tract, at 466.97 feet, passing a found $\frac{1}{2}$ " iron rod for the northeast corner of said 2.294 acre tract and the southeast corner of Victorian Oaks Addition, being a subdivision of record in Cabinet A, Slide 37-B, of the Plat Records of Bell County, Texas, at another 185.17 feet passing the southwest corner of said Salado Sanctuary Phase 1A Subdivision, and continuing for a total distance of 1207.09 feet to a found $\frac{1}{2}$ " iron rod at the northeast corner of said Victorian Oaks Addition, for an interior corner of said 178.0 acre tract, said 67.730 acre tract, said Salado Sanctuary Phase 1A Subdivision and the tract described herein;

THENCE: N $73^{\circ} 37' 19''$ W, continuing with the westerly line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, and the north line of said Victorian Oaks Addition, a distance of 99.99 feet to a found $\frac{1}{2}$ " iron rod at the southeast corner of Lot 4, Block 1 of the Howerton Addition of record in Cabinet C, Slide 177-C of the Plat Records of Bell County, Texas, for a westerly corner of 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision and the tract described herein;

THENCE: N $16^{\circ} 14' 11''$ E, with the common line between said Lot 4 and said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, a distance of 140.00 feet to a found 1" iron pipe in the south right-of-way line of Royal Street as shown on said Howerton Addition Plat, for the most northwesterly corner of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision and the tract described herein;

THENCE: S $73^{\circ} 31' 55''$ E, with the south right-of-way line of Royal Street and the north line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, a distance of 100.32 feet to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein;

THENCE: S 73° 33' 31" E, continuing with the south right-of-way line of Royal Street and the north line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, at 59.20 feet passing the southeast corner of said Royal Street and the southwest corner of a called 42.72 acre tract of land as described of record in Volume 1255, Page 537 of the Deed Records of Bell County, Texas, continuing with the south line of said 42.72 acre tract, and the north line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, at 915.55 feet passing the northeast corner of said Salado Sanctuary Phase 1A Subdivision, and continuing with the south line of said 42.72 acre tract and the north line of said 67.730 acre tract and said 178.0 acre tract, for a total distance of 2038.13 feet a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the northeast corner of said 67.730 acre tract and the tract described herein,

THENCE: With the east line of said 67.730 acre tract, the following four (4) courses:

1. S 16° 26' 29" W, a distance of 197.82 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 78° 09' 24" W, a distance of 251.87 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
3. N 73° 33' 31" W, a distance of 187.66 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
4. S 46° 52' 14" W, a distance of 195.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner in the east line of said Salado Sanctuary Phase 1A Subdivision, for an angle in the east line of said 67.730 acre tract and the tract described herein,

THENCE: With the east line of said Salado Sanctuary Phase 1A Subdivision and said 67.730 acre tract, the following three (3) courses:

1. S 16° 26' 29" W, a distance of 342.82 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 31° 31' 00" W, a distance of 288.83 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
3. S 41° 31' 00" W, a distance of 165.85 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,

THENCE: Continuing with the east line of said 67.730 acre tract, the following two (2) courses:

1. S 31° 31' 00" W, a distance of 50.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
2. N 58° 29' 00" W, a distance of 41.35 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner in the east line of said Salado Sanctuary Phase 1A Subdivision, said 67.730 acre tract and the tract described herein,

THENCE: Continuing with the east line of said Salado Sanctuary Phase 1A Subdivision and said 67.730 acre tract, the following three (3) courses:

1. N 48° 29' 00" W, a distance of 5.91 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 41° 31' 00" W, a distance of 101.15 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
3. S 31° 31' 00" W, at 33.61 feet, passing a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the south corner of said Salado Sanctuary Phase 1A Subdivision, and continuing with the east line of said 67.730 acre tract, for a total distance of 209.88 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,

THENCE Continuing with the east line of said 67.730 acre tract, the following four (4) courses:

1. S 16° 31' 00" W, a distance of 131.43 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 05° 10' 42" E, a distance of 108.24 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the southeast corner of the tract described herein,
3. N 73° 33' 24" W, a distance of 160.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
4. S 16° 26' 36" W, a distance of 45.14 feet to a point for a southerly corner of the tract described herein,

THENCE N 73° 34' 20" W, into said 67.730 acre tract, a distance of 50.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" in a southwesterly line of said 67.730 acre tract and for a southerly corner of the tract described herein,

THENCE With the southwesterly line of said 67.730 acre tract, the following twenty (20) courses:

1. N 28° 31' 12" W, a distance of 10.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. N 73° 29' 00" W, a distance of 253.98 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
3. N 88° 29' 00" W, a distance of 9.66 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
4. S 76° 31' 00" W, a distance of 202.68 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
5. S 31° 31' 00" W, a distance of 10.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
6. S 76° 31' 00" W, a distance of 50.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
7. N 58° 29' 00" W, a distance of 10.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
8. S 76° 31' 00" W, a distance of 77.18 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
9. S 46° 28' 48" W, a distance of 8.66 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
10. N 73° 29' 00" W, a distance of 20.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
11. N 28° 31' 12" W, a distance of 7.08 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
12. N 73° 29' 00" W, a distance of 123.93 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
13. S 61° 30' 42" W, a distance of 10.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
14. S 16° 30' 24" W, a distance of 13.50 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
15. N 73° 29' 36" W, a distance of 50.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
16. N 16° 30' 24" E, a distance of 48.58 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
17. N 10° 59' 19" E, a distance of 2.44 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
18. N 73° 29' 00" W, a distance of 139.77 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,

- 19 S 16° 30' 24" W, a distance of 365.15 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
- 20 N 73° 29' 36" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 65.508 acres of land situated in Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. Field work originally performed in May, 2018.



EXHIBIT J – DISTRICT LEGAL DESCRIPTION



FIELD NOTES FOR A 101.31 ACRE TRACT OF LAND

A 101.31 acre tract of land, out of the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 178.0 acre tract of land as described in Volume 2497, Page 488, of the Deed Records of Bell County, Texas. Said 101.31 acre tract being more particularly described by notes and bounds as follows:

BEGINNING at a point for the southeast corner of Salado Oaks, being a subdivision of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with (S) No. 213-1-1, for the southwest corner of said 178.0 acre tract and the tract described herein.

THENCE With the common line between said Salado Oaks and said 178.0 acre tract, the following two (2) courses:

1. N 16° 30' 24" E, a distance of 2099.54 feet, to a point for the northeast corner of said Salado Oaks and a corner of the tract described herein, and
2. N 73° 52' 06" W, a distance of 116.81 feet, to a point for the southeast corner of a called 9.058 acre tract of land as described in Document No. 2018 00001240, of the Real Property Records of Bell County, Texas, and a corner of the tract described herein.

THENCE N 16° 22' 14" E, with the west line of said 178.0 acre tract, at 166.97 feet, passing a point for the northeast corner of said 9.058 acre tract and the southeast corner of Victorian Oaks Addition, being a subdivision of record in Cabinet A, Slide 37-B, of the Plat Records of Bell County, Texas, a total distance of 1207.09 feet, to a point for the northeast corner of said Victorian Oaks Addition and a corner of the tract described herein.

THENCE N 73° 37' 19" W, with the north line of said Victorian Oaks Addition, a distance of 99.99 feet, to a point for the southeast corner of a called 0.32 acre tract of land described in Volume 1515, Page 317, of the Deed Records of Bell County, Texas, and a corner of the tract described herein.

THENCE N 16° 14' 11" E, with the east line of said 0.32 acre tract, a distance of 140.00 feet, to a point in the south right-of-way line of Royal Street, as shown in Cabinet C, Slide 177-C of the Plat Records of Bell County, Texas, for the northeast corner of said 0.32 acre tract and the northwest corner of the tract described herein.

THENCE S 73° 31' 55" E, with the south right-of-way line of said Royal Street, a distance of 100.32 feet, to a point for the southeast corner of Royal Street, and a corner of the tract described herein.

THENCE S 73° 33' 31" E, with the north line of said 178.0 acre tract, at 1706.00 feet, passing a point for the southeast corner of a called 42.72 acre tract of record in Volume 1255, Page 537 of the Deed Records of Bell County, Texas, the southwest corner of a called 15.41 acre tract of land described in Volume 4910, Page 328, of the Deed Records of Bell County, Texas, a total distance of 2038.13 feet, to a point for the northeast corner of the tract described herein.

THENCE Over and across said 178.0 acre tract, the following thirty-three (33) courses:

1. S 16° 26' 29" W, a distance of 197.82 feet to a point.
2. S 78° 09' 24" W, a distance of 251.87 feet to a point.
3. N 73° 33' 31" W, a distance of 187.66 feet to a point.
4. S 46° 52' 14" W, a distance of 195.61 feet to a point.
5. S 16° 26' 29" W, a distance of 342.82 feet to a point.
6. S 31° 31' 00" W, a distance of 288.83 feet to a point.
7. N 48° 29' 00" W, a distance of 100.36 feet to a point.
8. S 41° 31' 00" W, a distance of 172.28 feet to a point.
9. S 48° 29' 00" E, a distance of 62.41 feet to a point.

10. S 58° 05' 10" E, a distance of 38.49 feet to a point,
11. S 31° 31' 00" W, a distance of 50.00 feet to a point,
12. N 58° 29' 00" W, a distance of 41.35 feet to a point,
13. N 48° 29' 00" W, a distance of 5.91 feet to a point,
14. S 41° 31' 24" W, a distance of 101.15 feet to a point,
15. S 31° 30' 49" W, a distance of 209.89 feet to a point,
16. S 16° 31' 00" W, a distance of 131.43 feet to a point,
17. S 05° 10' 42" E, a distance of 108.24 feet to a point,
18. S 16° 26' 36" W, a distance of 315.09 feet to a point,
19. S 73° 33' 24" E, a distance of 37.26 feet to a point,
20. S 15° 10' 17" E, a distance of 89.22 feet to a point,
21. S 16° 26' 36" W, a distance of 239.29 feet to a point,
22. S 66° 38' 16" W, a distance of 65.39 feet to a point,
23. S 16° 20' 46" W, a distance of 187.30 feet to a point,
24. S 52° 39' 23" W, a distance of 366.41 feet to a point,
25. S 16° 30' 24" W, a distance of 87.66 feet to a point,
26. N 73° 29' 36" W, a distance of 125.00 feet to a point,
27. S 16° 30' 24" W, a distance of 196.85 feet to a point,
28. S 48° 25' 40" W, a distance of 156.91 feet to a point,
29. N 73° 27' 06" W, a distance of 286.18 feet to a point,
30. S 61° 31' 39" W, a distance of 10.60 feet to a point,
31. S 16° 30' 24" W, a distance of 52.50 feet to a point, and
32. S 28° 28' 31" E, a distance of 35.37 feet to a point in the north right-of-way line of said farm to Market Road 2268 and the south line of said 178.0 acre tract,

THENCE: N 73° 27' 06" W, with the north right-of-way line of said farm to Market Road 2268 and the south line of said 178.0 acre tract, a distance of 493.35 feet, to the **POINT OF BEGINNING** and containing 101.31 acres of land situated in Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network (NAD 83), Texas State Plane Coordinate System, Central Zone, 1201 US Survey Foot Grid.

Job # 17-4049 101.31 Acres

Date: October 8, 2020



FIELD NOTES FOR A 93.54 ACRE TRACT OF LAND

A 93.54 acre tract of land, out of the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 178.0 acre tract of land and a 33.0 acre tract of land, as described in Volume 2497, Page 488, of the Deed Records of Bell County, Texas. Said 93.54 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with CSJ No. 213-1-1, and the south line of said 178.0 acre tract, from which a point for the southeast corner of Salado Oaks, being a subdivision of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, and the southwest corner of said 178.0 acre tract bears, N 73° 27' 06" W, a distance of 493.35 feet.

THENCE Over and across said 178.0 acre tract, the following thirty-three (33) courses:

1. N 28° 28' 21" W, a distance of 35.37 feet to a point.
2. N 16° 30' 24" E, a distance of 52.50 feet to a point.
3. N 61° 31' 39" E, a distance of 10.60 feet to a point.
4. S 73° 27' 06" E, a distance of 286.18 feet to a point.
5. N 48° 25' 40" E, a distance of 156.91 feet to a point.
6. N 16° 30' 24" E, a distance of 196.85 feet to a point.
7. S 73° 29' 36" E, a distance of 125.00 feet to a point.
8. N 16° 30' 24" E, a distance of 57.66 feet to a point.
9. N 52° 29' 23" E, a distance of 366.41 feet to a point.
10. N 16° 20' 46" E, a distance of 187.30 feet to a point.
11. N 66° 38' 16" E, a distance of 65.39 feet to a point.
12. N 16° 26' 36" E, a distance of 239.29 feet to a point.
13. N 15° 10' 17" W, a distance of 89.22 feet to a point.
14. N 73° 33' 24" W, a distance of 37.26 feet to a point.
15. N 16° 26' 36" E, a distance of 315.00 feet to a point.
16. N 05° 10' 42" W, a distance of 108.24 feet to a point.
17. N 16° 31' 00" E, a distance of 131.43 feet to a point.
18. N 31° 30' 49" E, a distance of 209.89 feet to a point.
19. N 41° 31' 24" E, a distance of 101.15 feet to a point.
20. S 48° 29' 00" E, a distance of 5.91 feet to a point.
21. S 58° 29' 00" E, a distance of 41.35 feet to a point.
22. N 31° 31' 00" E, a distance of 50.00 feet to a point.
23. N 58° 05' 10" W, a distance of 38.49 feet to a point.
24. N 48° 29' 00" W, a distance of 62.41 feet to a point.
25. N 41° 31' 00" E, a distance of 172.28 feet to a point.
26. S 48° 29' 00" E, a distance of 100.36 feet to a point.
27. N 31° 31' 00" E, a distance of 288.83 feet to a point.
28. N 16° 26' 29" E, a distance of 342.82 feet to a point.
29. N 46° 52' 14" E, a distance of 195.61 feet to a point.

- 30. S 73° 33' 31" E, a distance of 187.66 feet to a point,
- 31. N 78° 09' 24" E, a distance of 251.87 feet to a point, and
- 32. N 16° 26' 29" E, a distance of 197.82 feet to a point in the north line of said 178.0 acre tract and the south line of a called 15.41 acre tract of land described in Volume 4910, Page 328, of the Deed Records of Bell County, Texas;

THENCE S 73° 33' 31" E, with the common line between said 15.41 acre tract and said 178.0 acre tract, a distance of 465.57 feet, to a point in the east line, as fenced and evidenced on the ground, of a called 242.43 acre tract of land as described in Volume 1429, Page 857, of the Deed Records of Bell County, Texas, for the southeast corner of said 15.41 acre tract, the northeast corner of said 178.0 acre tract and the tract described herein.

THENCE With the east line, as fenced and evidenced on the ground, of said 242.43 acre tract, the following four (4) courses:

- 1 S 15° 58' 04" W, a distance of 771.91 feet to a point,
- 2 S 28° 17' 04" W, a distance of 204.53 feet to a point,
- 3 S 13° 23' 11" E, a distance of 272.49 feet to a point, and
- 4 S 16° 40' 54" W, a distance of 1697.65 feet to a point for the northeast corner of Shepard's Glen, being a subdivision recorded in Cabinet C, Slide 306-B.C. of the Plat Records of Bell County, Texas.

THENCE With the northerly and westerly lines of said Shepard's Glen, the following nine (9) courses:

- 1 N 73° 14' 06" W, a distance of 59.94 feet to a point,
- 2 N 41° 57' 51" W, a distance of 271.42 feet to a point,
- 3 N 9° 27' 54" E, a distance of 55.81 feet to a point,
- 4 N 54° 20' 06" W, a distance of 79.79 feet to a point,
- 5 S 74° 21' 54" W, a distance of 110.02 feet to a point,
- 6 S 37° 36' 54" W, a distance of 102.09 feet to a point,
- 7 S 17° 39' 14" W, a distance of 513.28 feet to a point,
- 8 N 72° 00' 06" E, a distance of 47.27 feet to a point, and
- 9 S 17° 38' 39" W, a distance of 472.74 feet to a point in the north right-of-way line of said Farm to Market Road 2268, for the southwest corner of said Shepard's Glen, and the southeast corner of the tract described herein,

THENCE With the north right-of-way line of said Farm to Market Road 2268, the following four (4) courses:

- 1 With a non-tangent curve to the right having a radius of 905.26 feet, an arc length of 344.28 feet, a delta angle of 21° 47' 25" and a chord that bears, N 59° 19' 51" W, a distance of 342.21 feet to a point of tangency,
- 2 N 48° 19' 36" W, a distance of 454.26 feet to a point of curve,
- 3 With a tangent curve to the left having a radius of 1005.25 feet, an arc length of 438.21 feet, a delta angle of 24° 58' 35" and a chord that bears, N 60° 55' 56" W, a distance of 434.75 feet to a point of tangency, and

4. N 73° 27' 06" W, a distance of 248.85 feet to the POINT OF BEGINNING; and containing 93.54 acres of land situated in Bell County, Texas.

SAVE AND EXCEPT: A 6.0 acre tract of land as described in a Document No. 2016-00013933, of the Real Property Records of Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 17-4049 93.54 Acres

Date: October 8, 2020



EXHIBIT K -- MAP OF LOT TYPES WITHIN IMPROVEMENT AREA #1¹



¹ Property IDs 515949, 515958, and 515984, identified on the lot type map above as lot number 5, 15, and 76 respectively, are Non-Assessed Lots.

EXHIBIT L-1 – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
SALADO, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$29,644.18

As the purchaser of the real property described above, you are obligated to pay assessments to Salado, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sanctuary East Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Village of Salado. The exact amount of each annual installment will be approved each year by the Salado Board of Aldermen in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Village of Salado.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and to be recorded in the deed records of Tarrant County when applying for the Current Information (C.I.) Report for the Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF BELL

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF BELL

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Improvement Area #1 Reimbursement Obligation								
Annual Installment Due 1/31	Principal		Interest [a]	Annual Collection Costs		Annual Installment		
2025	\$	640.24	\$	1,556.32	\$	197.04	\$	2,393.60
2026		673.35		1,522.71		200.98		2,397.04
2027		706.47		1,487.36		205.00		2,398.83
2028		734.07		1,450.27		209.10		2,393.43
2029		772.70		1,411.73		213.28		2,397.71
2030		805.82		1,371.16		217.55		2,394.53
2031		844.45		1,328.86		221.90		2,395.21
2032		883.09		1,284.52		226.34		2,393.95
2033		927.24		1,238.16		230.86		2,396.26
2034		971.40		1,189.48		235.48		2,396.36
2035		1,015.55		1,138.48		240.19		2,394.22
2036		1,065.23		1,085.16		244.99		2,395.38
2037		1,120.42		1,029.24		249.89		2,399.55
2038		1,170.09		970.42		254.89		2,395.40
2039		1,225.29		908.99		259.99		2,394.26
2040		1,286.00		844.66		265.19		2,395.85
2041		1,352.23		777.15		270.49		2,399.87
2042		1,412.94		706.15		275.90		2,395.00
2043		1,484.69		631.97		281.42		2,398.09
2044		1,556.44		554.03		287.05		2,397.52
2045		1,633.71		472.31		292.79		2,398.82
2046		1,710.98		386.54		298.65		2,396.17
2047		1,793.77		296.72		304.62		2,395.11
2048		1,882.08		202.54		310.71		2,395.34
2049		1,975.91		103.74		316.93		2,396.57
Total	\$	29,644.18	\$	23,844.92	\$	5,994.30	\$	57,507.49

Notes:

[a] Interest is calculated at a rate of 5.25% which is less than 2.00% above the S&P Municipal Bond High Yield Index in the month before the Assessments were levied.

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-2 – LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
SALADO, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$32,423.32

As the purchaser of the real property described above, you are obligated to pay assessments to Salado, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sanctuary East Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Village of Salado. The exact amount of each annual installment will be approved each year by the Salado Board of Aldermen in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Village of Salado.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included is a separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and to be recorded in the deed records of Bell County when updating for the current information of the Village of Salado Improvement District Assessment.

{The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF BELL

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF BELL

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Improvement Area #1 Reimbursement Obligation

Annual Installment Due 1/31	Principal		Interest [a]		Annual Collection Costs		Annual Installment
2025	\$	700.26	\$	1,702.22	\$	215.51	\$ 2,618.00
2026		736.48		1,665.46		219.82	2,621.76
2027		772.70		1,626.80		224.22	2,623.72
2028		802.89		1,586.23		228.70	2,617.82
2029		845.14		1,544.08		233.28	2,622.50
2030		881.36		1,499.71		237.94	2,619.01
2031		923.62		1,453.44		242.70	2,619.76
2032		965.88		1,404.95		247.56	2,618.38
2033		1,014.17		1,354.24		252.51	2,620.91
2034		1,062.47		1,300.99		257.56	2,621.01
2035		1,110.76		1,245.21		262.71	2,618.68
2036		1,165.09		1,186.90		267.96	2,619.95
2037		1,225.46		1,125.73		273.32	2,624.51
2038		1,279.79		1,061.39		278.79	2,619.97
2039		1,340.16		994.21		284.36	2,618.72
2040		1,406.56		923.85		290.05	2,620.46
2041		1,479.00		850.00		295.85	2,624.85
2042		1,545.40		772.36		301.77	2,619.53
2043		1,623.88		691.22		307.80	2,622.91
2044		1,702.36		605.97		313.96	2,622.29
2045		1,786.87		516.59		320.24	2,623.71
2046		1,871.39		422.78		326.64	2,620.82
2047		1,961.94		324.54		333.18	2,619.65
2048		2,058.53		221.53		339.84	2,619.90
2049		2,161.15		113.46		346.64	2,621.25
Total	\$	32,423.32	\$	26,080.38	\$	6,556.26	\$ 62,898.81

Notes:

[a] Interest is calculated at a rate of 5.25% which is less than 2.00% above the S&P Municipal Bond High Yield Index in the month before the Assessments were levied.

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-3 – LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
SALADO, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$35,974.44

As the purchaser of the real property described above, you are obligated to pay assessments to Salado, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sanctuary East Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Village of Salado. The exact amount of each annual installment will be approved each year by the Salado Board of Aldermen in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Village of Salado.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹To be included in separate copy of the notice required by Section 5.0113, Tex. Prop. Code, to be executed at the closing of the purchase and sale, and to be recorded in the deed records of Bell County when updating for the Current Information of Obligations to Pay for the Current Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF BELL

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF BELL

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

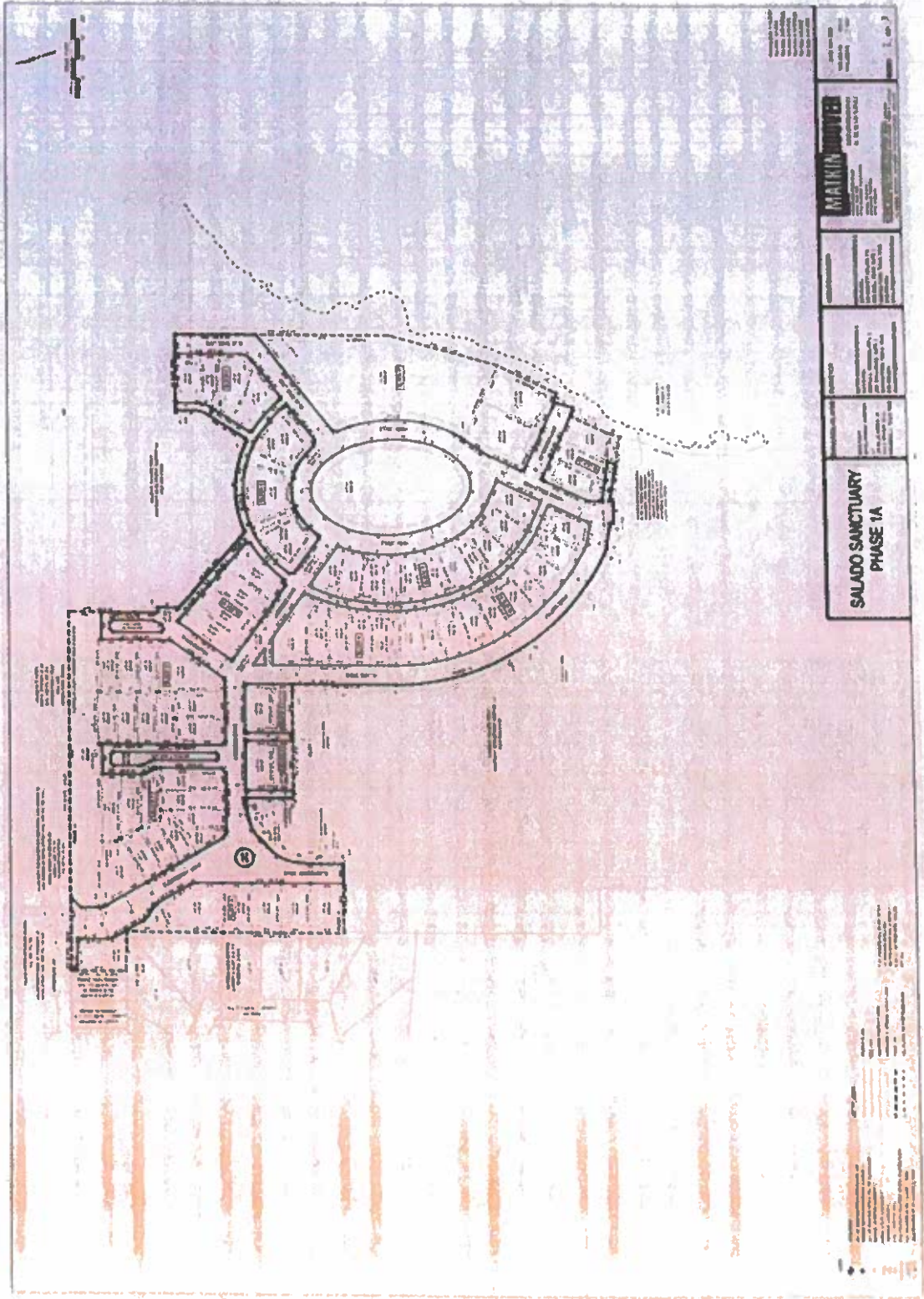
ANNUAL INSTALLMENTS - LOT TYPE 3

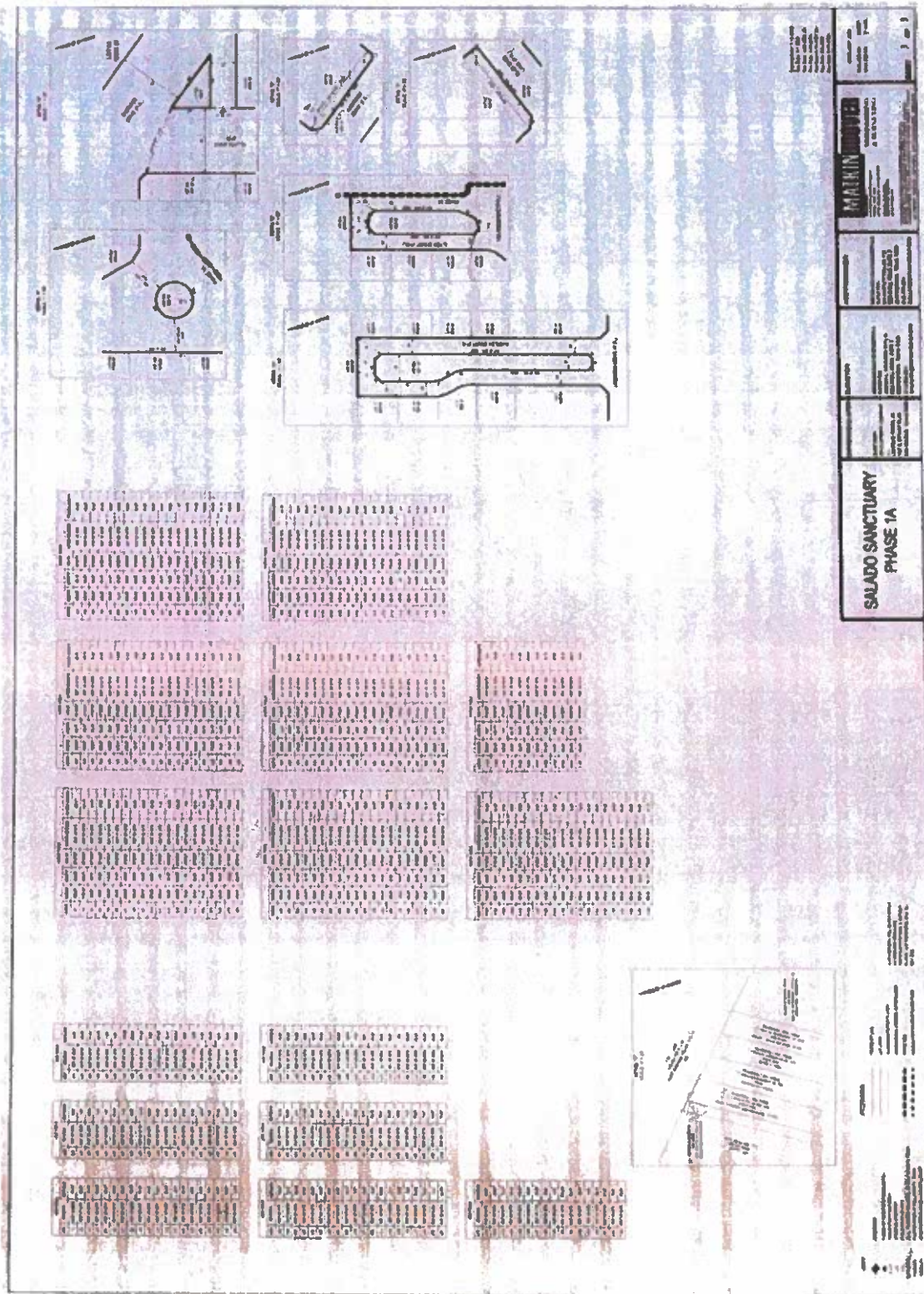
Improvement Area #1 Reimbursement Obligation				
Annual Installment Due 1/31	Principal	Interest [a]	Annual Collection	
			Costs	Annual Installment
2025	\$ 776.96	\$ 1,888.66	\$ 239.12	\$ 2,904.73
2026	817.14	1,847.87	243.90	2,908.91
2027	857.33	1,804.97	248.78	2,911.08
2028	890.82	1,759.96	253.75	2,904.53
2029	937.71	1,713.19	258.83	2,909.72
2030	977.89	1,663.96	264.00	2,905.86
2031	1,024.78	1,612.62	269.28	2,906.68
2032	1,071.66	1,558.82	274.67	2,905.15
2033	1,125.25	1,502.56	280.16	2,907.97
2034	1,178.83	1,443.48	285.76	2,908.08
2035	1,232.41	1,381.59	291.48	2,905.49
2036	1,292.70	1,316.89	297.31	2,906.90
2037	1,359.67	1,249.03	303.26	2,911.96
2038	1,419.96	1,177.64	309.32	2,906.92
2039	1,486.93	1,103.09	315.51	2,905.54
2040	1,560.61	1,025.03	321.82	2,907.46
2041	1,640.99	943.10	328.25	2,912.34
2042	1,714.66	856.95	334.82	2,906.43
2043	1,801.74	766.93	341.52	2,910.18
2044	1,888.81	672.34	348.35	2,909.49
2045	1,982.58	573.17	355.31	2,911.07
2046	2,076.35	469.09	362.42	2,907.86
2047	2,176.82	360.08	369.67	2,906.57
2048	2,283.99	245.80	377.06	2,906.84
2049	2,397.85	125.89	384.60	2,908.34
Total	\$ 35,974.44	\$ 28,936.81	\$ 7,274.33	\$ 69,787.73

Notes:

[a] Interest is calculated at a rate of 5.25% which is less than 2.00% above the S&P Municipal Bond High Yield Index in the month before the Assessments were levied.

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.





APPENDIX A – ENGINEER'S REPORT

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EXHIBIT B

NOTICE OF PUBLIC HEARING TO CONSIDER PROPOSED ASSESSMENTS TO BE LEVIED AGAINST PROPERTY LOCATED IN IMPROVEMENT AREA #1 OF THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT

Date, Time, and Place of the Hearing: Notice is hereby given that the Board of Aldermen of the Village of Salado, Texas, will hold a public hearing in the Village of Salado, Texas at the Salado Municipal Building, 301 N. Stagecoach, Salado, Texas, 76571 on March 7, 2024, at 6:30 p.m., to consider proposed assessments to be levied against the assessable property located in Improvement Area #1 of the Sanctuary East Public Improvement District (the “District”) pursuant to the provisions of Chapter 372, Texas Local Government Code. The meeting may also be viewed electronically. Please visit www.saladotx.gov for more detailed instructions on how to live-stream the meeting.

General Nature of Public Improvements: The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements will generally include: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, parking structures, sidewalks, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (the “Authorized Improvements”). Improvement Area #1 is anticipated to include the acquisition, construction, and/or improvement of wastewater and drainage improvements, as well as the acquisition, construction, improvement, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, and related facilities, as well as the payment of costs associated with the constructing and financing of the public improvements described herein (the “Improvement Area #1 Projects”).

Estimated Total Cost of Public Improvements: The total cost of the public improvements to be funded by the District is approximately \$15,000,000.00, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the Authorized Improvements. The total estimated cost of the Improvement Area #1 Projects is expected to be \$7,000,488.00, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the Improvement Area #1 Projects.

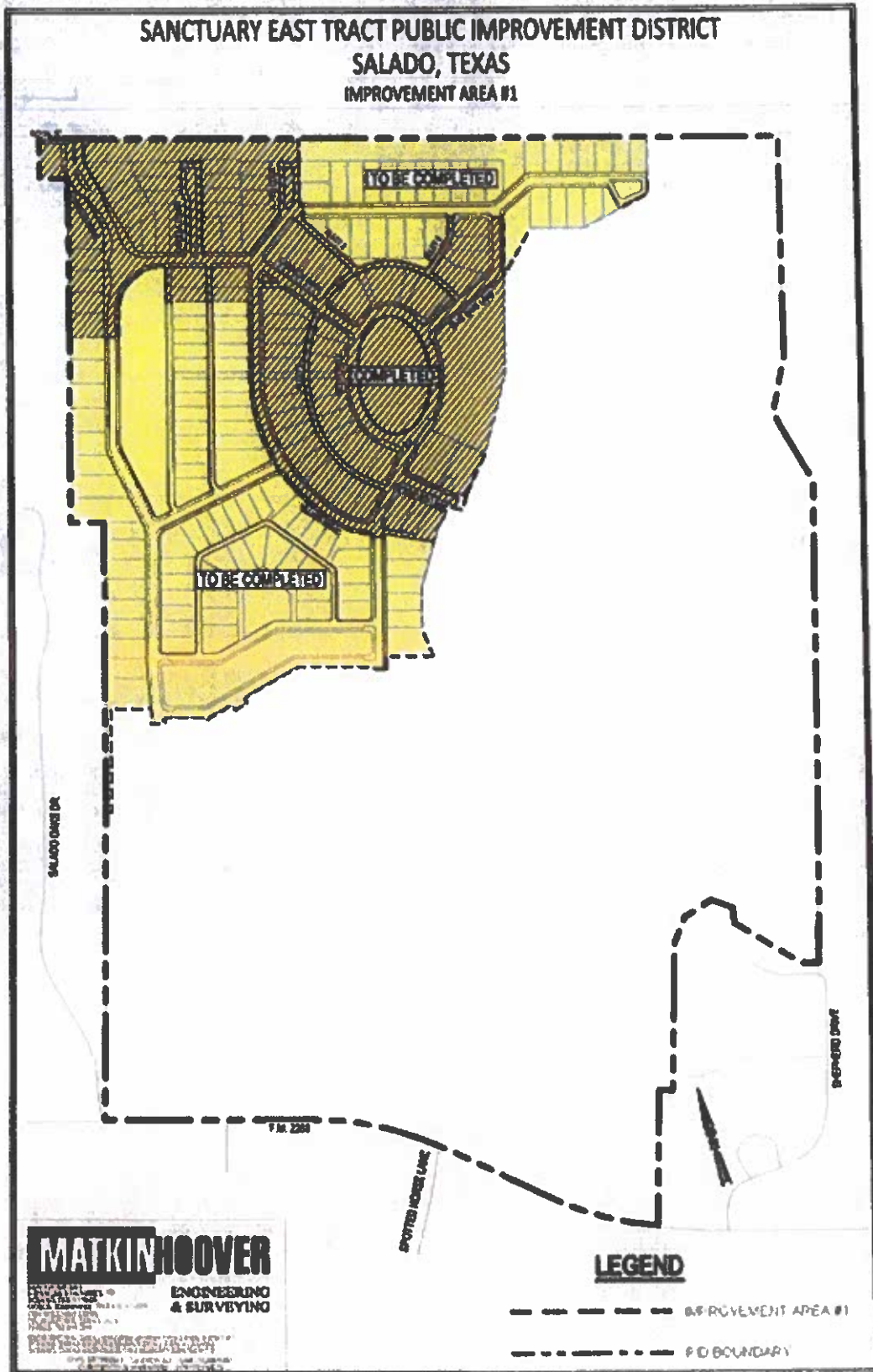
District Boundaries: The District includes approximately 188.85 acres generally located to the north of FM 2268, south of Royal Street, and east of IH 35 (the “Property”). Improvement Area #1, comprised of approximately 65.508 acres, is located within the Property as generally depicted on [Exhibit A](#) attached hereto.

Materials: The field notes, a copy of the proposed service and assessment plan, and assessment roll are available for inspection at the Salado Municipal Building, 301 N. Stagecoach, Salado, Texas 76571.

All written and oral objections will be considered at the hearing.

Exhibit A

**SANCTUARY EAST TRACT PUBLIC IMPROVEMENT DISTRICT
SALADO, TEXAS
IMPROVEMENT AREA #1**



BOA Agenda Item #5(B)



Date Submitted:

Agenda Date Requested: February 15, 2024

Agenda Item: 5(B)

Project/Proposal Title: Acceptance of Annual Audit

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

ACCEPTANCE OF THE FISCAL YEAR 2022-2023 ANNUAL AUDIT REPORT. (PHIL VAUGHAN, CPA, ARMSTRONG VAUGHAN & ASSOCIATES, P.C.)

BOA Agenda Item #5(C)



Date Submitted:

Agenda Date Requested: February 15, 2024

Agenda Item: 5(C)

Project/Proposal Title: Approval of road closure for Clydesdales Parade

Council Action Requested:

Ordinance

Resolution

X Motion

Discussion

Project/Proposal Summary:

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE CLOSURE OF MAIN STREET FOR LESS THAN 30-MINUTES ON SATURDAY, MARCH 2, 2024, AT ABOUT 2.00 P.M. AT THE REQUEST OF JACK HILLIARD DISTRIBUTING COMPANY TO HAVE THE WORLD-FAMOUS BUDWEISER CLYDESDALES PARADE. (POLICE CHIEF ALLEN FIELDS)

BOA Agenda Item #5(D)



Date Submitted:

Agenda Date Requested: February 15, 2024

Agenda Item: 5(D)

Project/Proposal Title: Approval of Contract Change Order with Blacksmith Ventures LLC

Council Action Requested:

Ordinance

Resolution

Motion

Discussion

Project/Proposal Summary:

DISCUSS AND CONSIDER POSSIBLE ACTION APPROVING CONTACT CHANGE ORDER (NUMBER 1) WITH BLACKSMITH VENTURES LLC FOR ADDITIONAL WORK ON VAN BIBBER, SOUTH RIDGE ROAD, AND SALADO CREEK PLAZA NEAR ALEXANDER'S AS PART OF THE CENTER CIRCLE OVERLAY PROJECT, IN THE AMOUNT OF \$37,000.00. (VILLAGE ADMINISTRATOR)

Blacksmith Ventures, LLC

PO Box 188
TX US
+1 9405504385
blacksmithventures20@gmail.com

Estimate

ADDRESS
Village of Salado
301 N Stagecoach
Salado, Tx 76571

SHIP TO
Village of Salado
301 N Stagecoach
Salado, Tx 76571

ESTIMATE 1084
DATE 02/07/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Sales	change order/additional work Mill and overlay on Van Bibber to correct bump at culvert. Mill and overlay on South Ridge Road to potholes. Additional milling and hot mix at Salado Creek Plaza and near Alexander's where additional potholes and cracking have happened since project was designed.	1	37,000.00	37,000.00
	Item # 3.00 Estimated quantity of hot mix 50 Tons			
Sales		1	0.00	0.00
Sales		1	0.00	0.00

SUBTOTAL	37,000.00
TAX	0.00
TOTAL	\$37,000.00

Accepted By

Accepted Date

Contract Change Order

Project: Center Circle Overlay Village of Salado Engineer: MRB Group, PC MRB Project Number 1963.22000.13	Change Order Number: One (001) Date Prepared: 2/5/2024 Prepared by: Solomon Thomas
Owner: Village of Salado 301 N Stagecoach Salado, TX 76571	Contractor: Blacksmith Ventures, LLC PO Box 188 Bryson, TX 76427

Description of Work Included in Contract:
 Hot Mix Asphalt overlay

Changes and Reasons Ordered (List of individual Changes as: A, B, C, D, etc.)

- A Mill and overlay on Van Bibber to correct bump at culvert.
- B Mill and overlay on South Ridge Road to potholes.
- C Additional milling and hot mix at Salado Creek Plaza and near Alexander's where additional potholes and cracking have happened since project was designed.

Attachments:

Contract Changes	Line/SPEC Item #	Bid Item Description	Unit of Measure	Quantity Changes	Unit Price	New Cost
	3.00	D-GR HMA TY-D PG 64-22	TON	52	\$299.00	\$15,548.00
	5.00	TACK COAT	GAL	1450	\$9.25	\$13,412.50
	7.00	PLAN & TEXT ASPH CONC PAV (0" TO 2")	SY	464	\$17.33	\$8,039.50
Net Cost for this Change Order						\$37,000.00

Estimate Project Cost

Original Contract Amount	\$ 166,723.00
Amount of Change Orders Previously Approved	\$ -
This Change Order	\$ 37,000.00
Number of Change Orders Previously Approved	0
Total of All Change Orders (including this request)	\$ 37,000.00
Total of All Change Orders as % of Original Contract	22.19%
State Limitation of Total Change Orders (% of Original Contract)	25%

Time Change


Original Contract Time (Calendar days)	14
Contract Time (Calendar days) by Previous Change Order	0
Additional Calendar Days Granted by this Change Order	0
New Contract Time (Calendar days)	14

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

The original contract price was \$ 166,723.00 The sum of \$ 37,000.00 is hereby added to the contract and total adjusted contract price to date thereby (including all previous change orders) is \$ 203,723.00

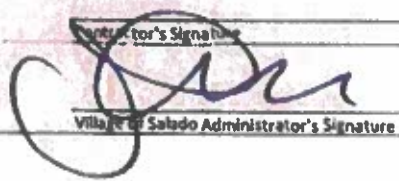
Completion time provided in the contract is increased by 0 days for a contract total of 14 days

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY HERE TO.

Recommended by:
 Engineer:  MRB Project Manager 2/8/2024

 Engineer's Signature Title Date

Accepted By _____

Contractor:  Village Admin. 2/8/24

 Contractor's Signature Title Date

Accepted By _____
 Village of Salado: _____
 Village of Salado Administrator's Signature Title Date

BOA Agenda Item #5(E)



Date Submitted:

Agenda Date Requested: February 15, 2024

Agenda Item: 5(E)
Project/Proposal Title: Discussion updating
Comprehensive Plan

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

DISCUSS COMMISSIONING A REVIEW OF THE VILLAGE OF SALADO COMPREHENSIVE PLAN FOR POSSIBLE UPDATING OR AMENDMENT. (PLANNING AND ZONING COMMISSION CHAIRMAN JIM LASSITER)

BOA Agenda Item #5(F)



Date Submitted:

Agenda Date Requested: February 15, 2024

Agenda Item: 5(F)

Project/Proposal Title: Approving purchase of police 2020 Chevrolet Tahoe

Council Action Requested:

Ordinance

Resolution

X Motion

Discussion

Project/Proposal Summary:

DISCUSS AND CONSIDER POSSIBLE ACTION APPROVING THE PURCHASE OF A 2020 CHEVROLET TAHOE FROM AMERICAN NATIONAL LEASING COMPANY, LEASE #2769-1, FOR THE AMOUNT OF \$9,346.38 DUE TO THE LEASE EXPIRING ON MARCH 20, 2024. (POLICE CHIEF ALLEN FIELDS)



American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2769C

LESSOR: **AMERICAN NATIONAL LEASING COMPANY**
 2732 Midwestern Parkway
 Wichita Falls, TX 76308

LESSEE: VILLAGE OF SALADO
 313 STAGECOACH RD.
 SALADO, TX 76571
 (254) 947 - 5060

VENDORS: CALDWELL COUNTRY CHEVROLET
 P. O. Box 27
 Caldwell, TEXAS 77836
 (979) 567 - 1500

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Price
CK16706	1GNLCDEC6LR240747	2020 Chevrolet PPV TAHOE With Emergency Equipment	1	\$44,048.00
TOTAL:				\$44,048.00
LESS DOWN PAYMENT:				(\$0.00)
Document Fees:				\$100.00
TOTAL CAPITALIZED COST:				\$44,148.00

Lessee, Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$13,076.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use Inside:	Bell County	Property Tax:	EXEMPT
		Total Payment:	\$13,076.00
		Lease End Date:	March 10, 2023

[END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

TERMS AND CONDITIONS

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).


Lessee: Please Initial

7.) OWNERSHIP; RETURN; PERSONAL PROPERTY: Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof, and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of twelve (12%) per cent annum until paid.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.


8.) PURCHASE OPTION: If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

9.) ASSIGNMENT: Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor, it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against the original Lessor as to any matters that Lessee may be entitled to assert against the original Lessor.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) LOSS; DAMAGE; INSURANCE: As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to and does hereby indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the Equipment during the term of this Agreement, or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.


Lessee: Please Initial

11.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter, and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

12.) **EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

(a) **Events of Default.** In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) **Remedies.** If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

- (i) Lessee shall return the Equipment to Lessor as provided in Section 7.
- (ii) Lessor may retain all Lease payments previously paid by Lessee.
- (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.
- (iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) **Late Charges.** Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law.

(d) **Expense of Enforcement.** Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

13.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in


Lessee: Please Initial

accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment, and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.


15.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.


Lessor: Please Initial

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: March 10, 2020

Lessor: American National Leasing Company

By: 
Billy Hughes
Vice President of Leasing

Lessee(s): VILLAGE OF SALADO
313 STAGECOACH RD
SALADO, TEXAS 76671
Federal Tax ID #:74-2982724

By: 
Don Ferguson
Village Administrator

LESSEE'S ACCEPTANCE

TO VENDOR (Caldwell Country Chevrolet) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee(s): VILLAGE OF SALADO
313 STAGECOACH RD
SALADO, TEXAS 76671
Federal Tax ID #:74-2982724

Date of Acceptance: March 10, 2020

By: 
Don Ferguson
Village Administrator


Lessee: Please Initial

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/10/2020	\$0.00
03/10/2021	\$13,074.00
03/10/2022	\$13,074.00
03/10/2023	\$13,074.00
03/10/2023	\$9,000.00

Exhibit A


Lessee:

Exhibit A

Purchase Option Price

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

- (a) The remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus
- (b) Accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

Exhibit A


Lessor: Please Initial