

Village Of Salado



REGULAR BOARD OF ALDERMEN
MEETING SALADO MUNICIPAL BUILDING
301 N. STAGECOACH - SALADO, TEXAS
April 4, 2024, 6:30 P.M.

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

www.youtube.com/@VillageofSalado



Join meeting 5 minutes before posted start time.

AGENDA

<u>CALL TO ORDER</u>	APRIL 4, 2024, AT 6:30 P.M.
<u>CALL OF ROLL</u>	VILLAGE SECRETARY
<u>INVOCATION</u>	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) CONSIDER THE APPOINTMENT OF LYNETTE JONES TO THE VILLAGE OF SALADO TOURISM ADVISORY BOARD.
- (B) CONSIDER THE APPOINTMENT OF GLEN BOWEN TO THE VILLAGE OF SALADO TOURISM ADVISORY BOARD.
- (C) MINUTES OF MARCH 21, 2024, REGULAR MEETING

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

4. STATUS REPORTS

- (A) VILLAGE ADMINISTRATOR'S REPORT
 - UPDATE ON VILLAGE MAP AND ZONING MAP
 - UPDATE ON VISITOR'S CENTER STAFFING
- (B) POLICE CHIEF STATUS REPORT
 - CALLS FOR SERVICE REPORT
 - LICENSE PLATE READER PROGRAM UPDATE

5. DISCUSSION AND POSSIBLE ACTION

- (A) PRESENTATION ON REVIVAL OF STAGECOACH INN AND RESTAURANT BY REPRESENTATIVES FOR STAGECOACH 1943, LP, AND ALEXA MANAGEMENT, LLC.

(B) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING MRB GROUP'S DESIGN SERVICES CONTRACT AMENDMENT #1 FOR THE PROPOSED MUNICIPAL AND POLICE BUILDING. (TANYA MIKESKA-REED, AIA, MRB GROUP, VP OF ARCHITECTURE)

(C) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS AUTHORIZING THE FIRST AMENDMENT TO THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT. (GREGORY MILLER, PARTNER, BICKERSTAFF HEATH DELGADO ACOSTA LLP)

(D) PUBLIC HEARING, DISCUSS, AND CONSIDER:

PUBLIC HEARING, DISCUSS AND CONSIDER APPROVAL OF AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN IMPROVEMENT AREA #1 OF THE DISTRICT; APPROVING AN ASSESSMENT ROLL FOR THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN THE DISTRICT; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY. (GREGORY MILLER, PARTNER, BICKERSTAFF HEATH DELGADO ACOSTA LLP)

(E) PUBLIC HEARING:

ON CONDITIONAL USE PERMIT (CUP-24-001), ON THE CONDITIONAL USE PERMIT APPLICATION IN ACCORDANCE WITH ZONING ORDINANCE 2013-08, ARTICLE III. ZONING DISTRICTS, SECTION 3.17: CUP, CONDITIONAL USE PERMIT, ON AN ACCESSORY BUILDING PERMIT IDENTIFIED AS A POOL HOUSE ON THE APPLICATION FOR 730 BAINES STREET.

(F) DISCUSS AND CONSIDER POSSIBLE ACTION ON THE CONDITIONAL USE PERMIT APPLICATION IN ACCORDANCE WITH ZONING ORDINANCE 2013-08, ARTICLE III. ZONING DISTRICTS, SECTION 3.17: CUP, CONDITIONAL USE PERMIT, ON AN ACCESSORY BUILDING PERMIT IDENTIFIED AS A POOL HOUSE ON THE APPLICATION FOR 730 BAINES STREET.

(G) PUBLIC HEARING:

ON CONDITIONAL USE PERMIT (CUP-24-002), TO ALLOW FOR MIXED BEVERAGE (MB) SALES BY CORRECAMINOS TEJAS LLC DBA PROVECHO TEJAS ON PROPERTY ZONED HISTORIC DISTRICT (HD) AND LOCATED AT 109 ROYAL STREET, SALADO, TEXAS.

- (H) DISCUSS AND CONSIDER POSSIBLE ACTION ON THE CONDITIONAL USE PERMIT (CUP-24-002), TO ALLOW FOR MIXED BEVERAGE (MB) SALES BY CORRECAMINOS TEJAS LLC DBA PROVECHO TEJAS ON PROPERTY ZONED HISTORIC DISTRICT (HD) AND LOCATED AT 109 ROYAL STREET, SALADO, TEXAS.
- (I) DISCUSS AND CONSIDER POSSIBLE ON CONDITIONAL APPROVAL ON ACCEPTING THE PUBLIC IMPROVEMENTS CONSTRUCTED AS PART OF DRAKES LANDING PHASE II, A RESIDENTIAL DEVELOPMENT, IN ACCORDANCE WITH THE VILLAGE OF SALADO SUBDIVISION ORDINANCE, INCLUDING BUT NOT LIMITED TO ARTICLE II, SECTION 2.5 AND ARTICLE VI, SECTION 6.7.
- (J) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A PROCLAMATION DECLARING MARCH 29TH AS ANNUALLY THE VILLAGE OF SALADO VIETNAM WAR VETERAN'S DAY.
- (K) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING RESOLUTION NO. 2024-03, A RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR REHABILITATION OF THE ROADWAY SURFACE ON ROYAL STREET BETWEEN MAIN STREET AND SMITH BRANCH ROAD, WITH PROJECT NAME: OV | ROYAL ST | SMITH BR RD | FM 2268.
- (L) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A PETITION FROM JT CAROTHERS HOLDINGS LLC AND CAROTHERS PROPERTIES LTD TO RELEASE FROM THE VILLAGE OF SALADO'S EXTRATERRITORIAL JURISDICTION A 125.003 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 708 AND THE V.R. PALMER SURVEY, ABSTRACT NO. 662 AND THE H.W. HURD SURVEY, ABSTRACT NO. 398, ALL IN BELL COUNTY, TEXAS.

ADJOURNMENT

NOTE

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 March 27, 2024, by 5:00 p.m.



Debra Bean, City Secretary

The Village of Salado is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact Debra Bean, City Secretary at 254-947-5060 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices may utilize the statewide Relay Texas Program at 1-800-735-2988.

BOA Agenda Item #2(A)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title: CONSENT AGENDA

CONSIDER THE APPOINTMENT OF LYNETTE JONES TO THE VILLAGE OF SALADO TOURISM ADVISORY BOARD.

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Staff recommends approval.

Debra Bean

From: Salado Texas <salado-tx@municodeweb.com>
Sent: Tuesday, February 27, 2024 10:56 AM
To: Debra Bean
Subject: Form submission from: Boards and Commissions Member Application
Attachments: lynette_jones_resume.docx; references.docx

Submitted on Tuesday, February 27, 2024 - 10:56am

Submitted by anonymous user: 71.221.6.25

Submitted values are:

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS AND COMISSIONS

Boards and Commissions Tourism Advisory Board

Personal Information

First Name LYNETTE

Last Name JONES

Street Address 6314 Beau Allen Court

City Salado

Zip Code 76571-6538

Email lynetterm@outlook.com

Phone Number 12547180820

Do you live inside the corporate limits of the Village of Salado? No

Qualifications

Please list any professional and/or community organizations and activities you are involved in.

Executive Director, Salado Museum and College Park (January 2023)

Salado Historical Society, secretary (February 2024)

Salado Lions Club, (June 2023)

McCain's Bakery & Cafe, owner 2008-2020

Realtor (2005-2015)

Please list any areas of expertise, experience, training, skills, or interests which you belief qualifies you for membership on this board or commission.

I have been involved in the Salado Community since moving here in 2003. I have seen many changes in the Village. With my office in the same building as Tourism, I see first-hand the good and negative qualities and believe I can be an asset to making positive changes as well as reinforce the many good qualities that exist in Tourism.

Resume [lynette_jones_resume.docx](#)

References [references.docx](#)

References

Other

Current or Previous Public Service

Are you currently serving on a Village of Salado board or commission? No

Have you ever served on a Village of Salado board or commission? No

Do you have any relatives or members of your household serving as an elected or appointed official of the Village of Salado? No

Ethics Agreement

Have you ever been convicted of a crime, excluding traffic violations? No

If yes, please explain

Do you know of any reason you might have a conflict of interest because your service on the board or commission that you are applying for? If so, please list below.

As the museum executive director, I realize there may be conflicts concerning possible financial assistance through HOT funds. In this case, I would abstain from casting votes.

Supplemental Questions

Have you ever attended a meeting of the board or commission you are applying for? No

Why are you willing to commit time to volunteer for this appointed position?

I believe the Tourism Department is a vital part of the economy of the Village and want to see all businesses and organizations thrive. I also believe Tourism needs to have board input pertaining to taxpayer's investments.

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY BEFORE SUBMITTING YOUR APPLICATION
I CERTIFY THAT ALL STATEMENTS THAT I HAVE MADE ON THIS APPLICATION AND ANY OTHER
SUPPLEMENTARY MATERIALS ARE TRUE AND CORRECT. I HEREBY AUTHROIZE THE VILLAGE OF SALADO
TO INVESTIGATE THE ACCURACY OF THIS INFORMATION FROM ANY PERSON OR ORGANIZATION, AND
I RELEASE THE VILLAGE OF SALADO AND ALL PERSONS AND ORGANIZATION FROM ALL CLAIMS AND
LIABILITIES ARISING FROM SUCH INVESTIGATION OR THE SUPPLYING OF INFORMATION FOR SUCH
INVESTIGATION. I ACKNOWLEDGE THAT ANY FALSE STATEMENT OR MISREPRESETNATION ON THIS
APPLICATION OR SUPPLEMENTARY MATERIALS WILL BE CAUSE FOR REFUSAL OF APPOINTMENT OR
IMMEDIATE DISMISSAL AT ANY TIME DURING THE PERIOD OF MY APPOINTMENT.

Name of Applicant Lynette Jones

Date of Application Tue, 02/27/2024

The results of this submission may be viewed at:

<https://www.saladotx.gov/node/4129/submission/1201>

Lynette Jones

Executive Director

254-718-0820

director@saladomuseum.org

Salado, TX

Objective

As executive director, my primary objective is to manage the business operations by managing staff, coordination operations, planning programs, and facilitate museum exhibits. I aim to create a positive and productive work environment as well as interesting museum exhibits by communicating with team members and volunteers, setting clear goals and monitoring performance.

Education

Southeastern Oklahoma State University
Durant, OK
BS in Elementary Education

Key Skills

Marketing
Project management
Organization

Communication
Problem-solving
Time management

Experience

Responsibilities: overseeing daily operations, managing staff, reporting to a board of directors by recapping museum activities each quarter. Developing and creating new programs and making recommendations to the board for approval. Working within non-profit rules and ensuring policies are followed. Organizing and implementing fund-raising for the non-profit.

January 2023 - Present

Executive Director
Salado Museum and
College Park, LLC

August 2008 - December 2020

Business Owner
McCain's Bakery & Café
Salado, TX

February 2005-August 2008

Self-Employed
Real Estate Broker

Marketing

Use various media to promote museum and activities to the public.

Leadership

Working with volunteers to create new museum exhibits. Begin coordinating museum artifacts and locating them in a central archive room.

Communication

Creating reports for presentation to board of directors.

Lynette Jones
Personal References

Don Engleking – 254-718-7552

Linda Griffith – 254-466-9065

Beverly Turnbo – 254-541-2125

BOA Agenda Item #2(B)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title: CONSENT AGENDA

CONSIDER THE APPOINTMENT OF GLEN BOWEN TO THE VILLAGE OF SALADO TOURISM ADVISORY BOARD.

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Staff recommends approval.

Debra Bean

From: Salado Texas <salado-tx@municodeweb.com>
Sent: Tuesday, March 26, 2024 2:58 PM
To: Debra Bean
Subject: Form submission from: Boards and Commissions Member Application

Submitted on Tuesday, March 26, 2024 - 2:57pm

Submitted by anonymous user: 35.147.116.129

Submitted values are:

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS AND COMISSIONS

Boards and Commissions Tourism Advisory Board

Personal Information

First Name Glen

Last Name Bowen

Street Address 5815 Turtle Creek Trail

City Temple

Zip Code 76502

Email glen.bowen1961@gmail.com

Phone Number 2817038035

Do you live inside the corporate limits of the Village of Salado? No

Qualifications

Please list any professional and/or community organizations and activities you are involved in.

Membership and Annual Golf Tournament committees Salado Chamber of Commerce.

Also member of Belton and Temple Chamber of Commerce.

Former magazine publisher, Salado certified professional golf coach.

Former Chairman of the International Pen Manufacturers Association..

Volunteered for the Salado Tourism Bureau as cart driver.

Love Salado the most of all.

Please list any areas of expertise, experience, training, skills, or interests which you belief qualifies you for membership on this board or commission.

I personally met over 50 local business owners in one on one meetings to get their thoughts about how to improve the Chamber of Commerce and signed 17 new members in the process.

Care deeply about revitalizing the community through increased visitors, and providing newcomers local information through a series of marketing ideas including a new mobile app that is superior to the current village app.

Lots of ides to share from my deep understanding of marketing and motivational concepts.

Resume

References

References

Other

Current or Previous Public Service

Are you currently serving on a Village of Salado board or commission? No

Have you ever served on a Village of Salado board or commission? No

Do you have any relatives or members of your household serving as an elected or appointed official of the Village of Salado? No

Ethics Agreement

Have you ever been convicted of a crime, excluding traffic violations? No

If yes, please explain

Do you know of any reason you might have a conflict of interest because your service on the board or commission that you are applying for? If so, please list below. No

Supplemental Questions

Have you ever attended a meeting of the board or commission you are applying for? No

Why are you willing to commit time to volunteer for this appointed position?

Because I love Salado and can make a difference.

My reference is my volunteerism for the Chamber.

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY BEFORE SUBMITTING YOUR APPLICATION
I CERTIFY THAT ALL STATEMENTS THAT I HAVE MADE ON THIS APPLICATION AND ANY OTHER
SUPPLEMENTARY MATERIALS ARE TRUE AND CORRECT. I HEREBY AUTHROIZE THE VILLAGE OF SALADO
TO INVESTIGATE THE ACCURACY OF THIS INFORMATION FROM ANY PERSON OR ORGANIZATION, AND
I RELEASE THE VILLAGE OF SALADO AND ALL PERSONS AND ORGANIZATION FROM ALL CLAIMS AND
LIABILITIES ARISING FROM SUCH INVESTIGATION OR THE SUPPLYING OF INFORMATION FOR SUCH
INVESTIGATION. I ACKNOWLEDGE THAT ANY FALSE STATEMENT OR MISREPRESETNATION ON THIS
APPLICATION OR SUPPLEMENTARY MATERIALS WILL BE CAUSE FOR REFUSAL OF APPOINTMENT OR
IMMEDIATE DISMISSAL AT ANY TIME DURING THE PERIOD OF MY APPOINTMENT.

Name of Applicant Glen Bowen

Date of Application Tue, 03/26/2024

The results of this submission may be viewed at:

<https://www.saladotx.gov/node/4129/submission/1269>

BOA Agenda Item #2(C)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title: CONSENT AGENDA

MINUTES OF MARCH 21, 2024, REGULAR MEETING

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Staff recommends approval.

**Village of Salado Municipal Building
301 North Stagecoach Road
Salado, Texas
Minutes of Regular Meeting of Board of Aldermen
March 21, 2024, at 6:30 p.m.**

The Board of Aldermen meeting was called to order at 6:30 p.m. by Mayor Michael Coggin. *The meeting was conducted in person and using videoconferencing as well as YouTube.*

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

Board Members Present: Mayor Michael Coggin, Mayor Pro Tem Rodney Bell, Alderman Paul Cox, Alderman D. Jasen Graham, Alderman Bert Henry, and Alderman Jason Howard.

Staff Present: Village Administrator Manual De La Rosa, City Secretary Debra Bean, Police Chief Allen Fields.

1. CITIZENS COMMUNICATIONS

Darlene Walsh expressed her concerns with the location of the future city hall and police building.

2. CONSENT AGENDA

(A) APPROVAL OF THE FINANCIAL STATEMENTS FOR THE VILLAGE OF SALADO.

(B) APPROVAL OF MINUTES OF THE BOARD OF ALDERMEN MEETING ON MARCH 7, 2024.

Motion to approve the Consent Agenda Items as presented made by Alderman Cox. Seconded by Alderman Henry. All approved and motion carried by a vote of five in favor, none opposed.

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

None were removed.

4. STATUS REPORTS

(A) VILLAGE ADMINISTRATOR'S REPORT SALES TAX COLLECTIONS

The sales tax check for March representing January was in the amount of \$56,048.00. The mixed beverage taxes also representing January totaled \$2,795.87. Mayor Coggin questioned when the hot-mix contractor will be on board. Mr. De La Rosa stated that he is currently waiting on two separate bids for hot patch repairs. He confirmed there is \$50,000 in the current budget for this item.

5. DISCUSSION AND POSSIBLE ACTION

(A) PRESENTATION BY MRB GROUP ON THE NEW CITY HALL AND POLICE BUILDING.

Julia Evans and Randy Stumberg from MRB Group gave a presentation on the latest design for the new City Hall and Police Building. The current police building is not compliant. Mayor Coggin inquired about the price. The approximate cost is around \$240 per square foot. Mayor Coggin said he would like to see a covered, fenced area to park police vehicles. Mayor Coggin said the plan for financing is to sell the current property for the down payment and secure a loan and pay it off in seven years.

(B) DISCUSS AND CONSIDER POSSIBLE ACTION ON RATIFYING THE ENGAGEMENT AGREEMENT WITH BICKERSTAFF HEATH DELGADO ACOSTA LLP.

Motion made by Alderman Graham, seconded by Mayor Pro Tem Bell to ratify the Engagement Agreement as presented. All approved and motion carried by a vote of five in favor, none opposed.

(C) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A DECLARATION OF EMERGENCY AND DISASTER TO BE CAUSED BY THE APRIL 8TH, 2024, SOLAR ECLIPSE EVENT.

Mr. De La Rosa explained how this declaration would protect the village in the event of a disaster caused by the solar eclipse. Motion made by Mayor Pro Tem Bell, seconded by Alderman Graham to approve the Declaration of Emergency and Disaster to Be Caused by The April 8th, 2024, Solar Eclipse Event with corrections. All approved and motion carried by a vote of five in favor, none opposed.

(D) DISCUSS AND CONSIDER POSSIBLE ACTION THE 2024 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINES RATES.

Mayor Pro Tem Bell expressed concerns about increasing the rates. Motion made by Alderman Howard, seconded by Alderman Henry to deny any action on the rate increase. All approved and motion carried by a vote of five in favor, none opposed.

- (E) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT, TO CONSTRUCTION A 6-FOOT-WIDE SIDEWALK ALONG MILL CREEK DRIVE FROM CHISHOLM TRAIL TO THE EXISTING SIDEWALK AT N. MAIN STREET.

Mr. De La Rosa explained the options available with this resolution. He recommends moving forward on this. Mayor Coggin expressed concerns over the fifteen percent design fee for a sidewalk. He felt it needed to be around eight percent. Mr. De La Rosa said he would look into it. Motion made by Mayor Pro Tem Bell, seconded by Alderman Henry, to approve the Resolution as presented. All approved and motion carried by a vote of five in favor, none opposed.

- (F) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBLE SIDEWALKS ADJACENT TO WILLIAMS ROAD FROM FM 2484 TO W. VILLAGE ROAD.

Motion made by Alderman Graham, seconded by Alderman Cox to approve the Resolution authorizing execution of an advance funding agreement (AFA) with the Texas Department of Transportation for the construction of Americans with Disabilities Act (ADA) accessible sidewalks adjacent to Williams Road from FM 2484 to W. Village Road as presented. All approved and motion carried by a vote of five in favor, none opposed.

- (G) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING OPERATIONS MANAGEMENT INTERNATIONAL, INC.'S AMENDMENT NO. 3 TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES FOR THE VILLAGE OF SALADO.

Motion by Alderman Henry to table both Item (G) and (H) until more favorable terms can be reached. Seconded by Mayor Pro Tem Bell. All approved and motion carried by a vote of five in favor, none opposed.

- (H) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE NOTIFICATION FROM OPERATIONS MANAGEMENT INTERNATIONAL, INC. OF THE ANNUAL BASE FEE ADJUSTMENT FOR THE SIXTH CONTRACT YEAR BEGINNING APRIL 1, 2024, AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER AGREEMENT.

See Item (G) above.

Entered Executive Session at 7:57 p.m.

6. EXECUTIVE SESSION

- (A) SECTIONS 551.074. PERSONNEL MATTERS; CLOSED MEETING. TO DELIBERATE THE EMPLOYMENT, EVALUATION OF A PUBLIC OFFICER OR EMPLOYEE: THE VILLAGE ADMINISTRATOR.

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

7. DISCUSSION AND POSSIBLE ACTION ON ITEMS FROM EXECUTIVE SESSION

- (A) DISCUSS AND POSSIBLE ACTION ON AGENDA ITEM 6(A).
Motion by Alderman Graham to proceed with the evaluation process as discussed, seconded by Alderman Cox. All approved and motion carried by a vote of five in favor, none opposed.

ADJOURNMENT

Mayor Coggin called the meeting adjourned at 8:36 p.m.

Approved:

Michael Coggin, Mayor

Attest:

Debra Bean, City Secretary

BOA Agenda Item #4(A)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title: REPORT

VILLAGE ADMINISTRATOR'S REPORT

- UPDATE ON VILLAGE MAP AND ZONING MAP
- UPDATE ON VISITOR'S CENTER STAFFING

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

BOA Agenda Item #4(B)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title: REPORT

POLICE CHIEF STATUS REPORT

- **CALLS FOR SERVICE REPORT**
- **LICENSE PLATE READER PROGRAM UPDATE**

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

BOA Agenda Item #5(A)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title:

PRESENTATION

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

PRESENTATION ON REVIVAL OF STAGECOACH INN AND RESTAURANT BY REPRESENTATIVES FOR STAGECOACH 1943, LP, AND ALEXA MANAGEMENT, LLC.

BOA Agenda Item #5(B)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING MRB GROUP'S DESIGN SERVICES CONTRACT AMENDMENT #1 FOR THE PROPOSED MUNICIPAL AND POLICE BUILDING.

PRESENTATION BY TANYA MIKESKA-REED, AIA, MRB GROUP, VP OF ARCHITECTURE.

March 11, 2024

Mr. Manny De La Rosa, Village Administrator
Village of Salado
401 North Stagecoach
Salado, TX 76571

**RE: PROPOSAL FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
NEW CITY HALL - SALADO, TEXAS – BELL COUNTY
CONTRACT AMENDMENT #1 – MRB PROJECT NO. 1963.23001.000**

Dear Manny:

MRB Group, P.C. (MRB) wishes to submit a Contract Amendment to the design services contract for the new City Hall building, located on the south side of FM 2484 and Event Drive in Salado, Texas. This Amendment results from a change in direction from the previous Village Administrator and the services outlined in our proposal dated October 24, 2023.

I. Background

MRB Group received a set of preliminary design documents prepared by Central Texas Design in September of 2023. MRB Group presented two (2) proposals to the Village for review and approval, with the latter, dated October 24, 2023, being executed by former Village Administrator Don Ferguson. In an effort to control professional design fees, the Village requested Tanya Mikeska-Reed, VP of Architecture for MRB Group, to modify the original full service proposal and offer another proposal with minimal services. This proposal removed all programming services, schematic design, bidding, and construction administration.

With the changeovers in the Village Administrator and the Chief of Police, the MRB design team was asked to go back to programming and reassess the design previously completed by Central Texas Design. With these critical steps now included and vetted by the Village Staff and Council, we believe that the new design will be better suited to the current and future needs of the Village for years to come.

- Programming services are now required.
- Additional schematic design services are required to prepare new design documents for the consultants.

II. Basic Services and Compensation

The anticipated scope of services for this Project is as follows:

**A. Schematic Design Revisions
 ARCHITECTURAL**

1. Provide programming services.
2. Develop Schematic Documents.
3. Prepare conceptual 3-D renderings. (Maximum three (3) alternatives)
4. Prepare a schematic design phase estimate of the probable opinion of cost based on the updated design.
5. Progress Design Meetings – Three (3) estimated.
6. Develop building Revit model.

Architectural.....	\$15,100.00
MEP Engineering	\$4,200.00

Subtotal of A, Items 1-6 \$19,300.00

B. Bidding

Plans will be distributed to the general contractors by the Village, supported by MRB Group. The design team will assist the Owner with the following.

1. Answer Requests for Information during the bidding process.
2. Issue addenda as required.
3. Attend Pre-Proposal Meeting.
4. Provide electronic plans for the contractor to distribute to prospective subcontractors.

Subtotal of B, Items 1-4.....\$6,200.00

C. Construction Administration

This Project's estimated construction length is ten (10) months. MRB's Construction Administration services would typically include, but are not limited to, the following items and will be available to the Owner/contractor.

1. Bi-monthly OAC Meetings
2. Monitor the character and progress of the work on a general basis.
3. Process Pay Apps monthly (if required).
4. Receive shop drawings and submittals from the contractor and maintain a log tracking their status through review and return.
5. Provide submittal reviews as appropriate, checking for general compliance with contract documents and project expectations and requirements.
6. Provide specific site visits from respective construction specialists on the MRB team for milestone inspections.
7. Review RFIs and respond to the contractor in conjunction with the Owner and the Village of Salado.
8. Prepare a letter of substantial completion using a standard AIA form.

Subtotal of C, Items 1-8..... \$18,000.00

Total Compensation \$43,500.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Additional Services

TDLR Review as required by the State of Texas:
..... Included in the original contract.

IV. Commencement of Work and Schedule

MRB Group will continue work on the Project upon receipt of the signed proposal. The schedule for the Project delivery is estimated to be the following:


Notice to Proceed N/A
Construction Documentation Phase Completion 4/15/24

V. Standard Terms and Conditions

MRB intends for this proposal to provide the Village of Salado with an outline of the proposed scope of additional services. We anticipate that once this scope is approved, a change amendment will be issued by the Village Administrator.

If this Contract Amendment is acceptable, please sign where indicated and return it to our office. Thank you for considering our firm. We look forward to working with you on this Project.

Sincerely,



Tanya Mikeska-Reed, AIA, NCARB
V.P. of Architecture



James J. Oberst, P.E., LEED AP
Executive V.P./C.O.O.

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Texas/Salado, Village of/2023 New City Hall Design/1mr-Salado City Hall CA#1.docx>

CONTRACT AMENDMENT #1 ACCEPTED FOR THE VILLAGE OF SALADO BY:

Signature Title Date

BOA Agenda Item #5(C)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS AUTHORIZING THE FIRST AMENDMENT TO THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT. (GREGORY MILLER, PARTNER, BICKERSTAFF HEATH DELGADO ACOSTA LLP)

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS
APPROVING AND AUTHORIZING THE FIRST AMENDMENT TO
THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT**

WHEREAS, the Village of Salado, Texas (the "Village"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Sanctuary East Public Improvement District" (the "District") pursuant to Resolution No. 2023-03, adopted by the Salado Village Board of Aldermen (the "Village Board") on February 2, 2023; and

WHEREAS, the Village entered into a Financing and Reimbursement Agreement, effective as of December 22, 2023, with Sanctuary Development Company, LLC, a Texas limited liability company ("Developer"), that stated the intent and expectation of the parties that the Village would reimburse Developer, or their successors in interest, for the costs of the construction of certain public improvements constructed for the benefit of the District (the "Financing Agreement"), with Consenting Parties consenting thereto; and

WHEREAS, the Village and the Developer now want to amend the Financing Agreement to adjust the relative caps of the Improvement Area #1 Reimbursement Obligation and the Future Improvement Area Reimbursement Obligation and update Schedule I thereto (the "First Amendment to the Financing Agreement"); and

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan.

Section 2. Approval of First Amendment to Financing Agreement. The First Amendment to the Sanctuary East Public Improvement District Financing and Reimbursement Agreement (the "First Amendment") by and between the Village of Salado, Texas and the Developer, is hereby approved in substantially the form attached hereto as Exhibit A. The Mayor of the Village is hereby authorized and directed to execute and deliver the First Amendment to the Financing Agreement, with such changes as may be required to carry out the purposes of this Resolution, including the specification in Schedule I of the First Amendment of recording information for the relevant ordinance authorizing assessments within the District. The Village's approval of the First Amendment shall be evidenced by the execution thereof.

Section 3. Additional Actions. The Mayor, Village Administrator, and City Secretary of the Village are hereby authorized and directed to take all actions on behalf of the Village necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Village Administrator, and City Secretary of the Village, or any designee serving in the absence of the aforementioned

officials, are hereby directed to execute and deliver any, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced under the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

Section 8. Open Meeting. The meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

Section 9. Effective Date. This Resolution shall take effect upon passage hereof.

[The remainder of the page is intentionally left blank]

PASSED AND APPROVED on the 4th day of April 2024.

Michael Coggin
Mayor, Village of Salado, Texas

ATTEST:

Debbie Bean
City Secretary

EXHIBIT A

**FIRST AMENDMENT TO THE
SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT**

**FIRST AMENDMENT TO SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT**

This First Amendment to the Sanctuary East Public Improvement District Financing and Reimbursement Agreement (this “**Amendment**”) is made, entered into, and effective as of April 4, 2024 (the “**Effective Date**”) by the Village of Salado, Texas, a municipal corporation (the “**Village**”) and Sanctuary Development Company, LLC, a Texas limited liability company (the “**Owner**”). The Village and the Owner are herein referred to together as the “**Parties**”. Defined terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Financing Agreement (defined below).

RECITALS

WHEREAS, the Board of Aldermen of the Village authorized the formation of the Sanctuary East Public Improvement District (the “**District**”) pursuant to Resolution No. R-2023-03 on February 2, 2023;

WHEREAS, on December 22, 2023, the Village and the Owner entered into that certain Sanctuary East Public Improvement District Financing and Reimbursement Agreement (the “**Financing Agreement**”), with the Parties consenting thereto;

WHEREAS, pursuant to the terms of the Financing Agreement, the Improvement Area #1 Reimbursement Obligation is capped at \$5,000,000 (the “**IA #1 Cap**”), and the Future Improvement Area Reimbursement Obligation is capped at \$10,000,000 (the “**FIA Cap**”), for a combined total cap of \$15,000,000 (the “**Combined Cap**”);

WHEREAS, the Parties, to address changes in interest rate expectations that have been incorporated into the planning for the District, now desire to amend the Financing Agreement to, while leaving the Combined Cap unchanged, increase the IA #1 Cap and reduce the FIA Cap, and make corresponding revisions to Schedule I of the Financing Agreement, which states the applicable Reimbursement Obligation; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

Agreement

Section 1.01. Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

Section 1.02. Reimbursement Obligation. Sections 4.01(e)(3)(iii) and (iv) of the Financing Agreement are hereby deleted in their entirety and replaced with the following:

- (iii) The Reimbursement Obligation for Actual Costs incurred for Improvement Area #1 Authorized Improvements (the “**Improvement Area #1 Reimbursement Obligation**”)

shall not exceed a principal amount of FIVE MILLION FIVE HUNDRED AND TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$5,527,000).

(iv) The Reimbursement Obligation for Actual Costs incurred for Future Improvement Area Authorized Improvements (the "**Future Improvement Area Reimbursement Obligation**") shall not exceed NINE MILLION FOUR HUNDRED AND SEVENTY-THREE AND NO/100 DOLLARS (\$9,473,000) (the Improvement Area #1 Reimbursement Obligation and the Future Improvement Area Reimbursement Obligation are sometimes referred to herein each individually as a "**Reimbursement Obligation**").

Section 1.03. Schedule I. Schedule I to the Financing Agreement is hereby deleted in its entirety and replaced by **Schedule I**, attached hereto.

Section 1.04. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Owner's participation in the execution of this Amendment generated by the Texas Ethics Commission's (the "**TEC**") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "**Form 1295**"). The Village hereby confirms receipt of the Form 1295 from the Owner, and the Village agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner and the Village understand and agree that, with the exception of information identifying the Village and the contract identification number, neither the Village nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the Village nor its consultants have verified such information.

Section 1.05. Verifications of Statutory Representations and Covenants. The Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "**Government Code**"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Amendment shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Amendment, notwithstanding anything in this Amendment to the contrary.

A. Not a Sanctioned Company. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

B. No Boycott of Israel. The Owner hereby verifies that it and its parent company,

wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Amendment. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

C. No Discrimination Against Firearm Entities. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Amendment. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

D. No Boycott of Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Amendment. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 1.06. Binding Effect. The terms and provisions hereof shall be deemed to be restrictive covenants encumbering and running with the Property and shall be binding upon the Owner and its successors and assigns.

Section 1.07. Effect of Amendment. The Parties agree that, except as modified hereby, the Financing Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Financing Agreement, this Amendment will control and modify the Financing Agreement.

Section 1.08. Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

[Signature pages to follow.]

VILLAGE:

VILLAGE OF SALADO, TEXAS
a Texas municipal corporation

By: _____
Name: _____
Title: _____

[Signatures Continue on Next Page]

OWNER:

SANCTUARY DEVELOPMENT COMPANY,
LLC, a Texas limited liability company

By: _____

Name: Billie Hanks, Jr.

Title: Manager

SCHEDULE I

1. Reimbursement Obligation – Improvement Area #1

- Original Principal Amount: **\$5,527,000**
- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Obligation – Improvement Area #1 Authorized Improvements shall be the lesser of: (1) the interest rate on the Village of Salado, Texas, Special Assessment Revenue Bonds, Series 2024 (Sanctuary East Public Improvement District Improvement Area #1 Project), or (2) 5.375%.
- Date of Assessment Ordinance Approval: Ordinance No. [_____] approved on April 4, 2024, and recorded in the real property records of Bell County, Texas on _____, 20[___], as Document No. _____.
- Payment Source: Solely from Special Assessments levied on Improvement Area #1 and/or net bond proceeds of the Village of Salado, Texas, Special Assessment Revenue Bonds, Series 2024 (Sanctuary East Public Improvement District Improvement Area #1 Project).

2. Reimbursement Obligation – Improvement Area # []

- a. Original Principal Amount: \$[_____]
- b. Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Obligation – Improvement Area # [] Authorized Improvements shall be the lesser of: (1) the interest rates on the Village of Salado, Texas, Special Assessment Revenue Bonds, Series 20[___] (Sanctuary East Public Improvement District Improvement Area # [] Project), or (2) [_____] % based on the Bond Index Rate of [_____] % as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the Board of Aldermen of the Village, in the month before the date of approval of the Assessment Ordinance levying the Special Assessments on Improvement Area # [].
- c. Date of Assessment Ordinance Approval: Ordinance No. [_____] approved on [_____] , 20[___] and recorded in the real property records of Bell County, Texas on _____, 20[___]. as Document No. _____.

- d. Payment Source: Solely from Special Assessments levied on Improvement Area #[] and/or net bond proceeds of the Village of Salado, Texas, Special Assessment Revenue Bonds, Series 20[] (Sanctuary East Public Improvement District Improvement Area #[] Project).

3. Reimbursement Obligation – Improvement Area #[]

- a. Original Principal Amount: \$[]
- b. Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Obligation – Improvement Area #[] Authorized Improvements shall be the lesser of: (1) the interest rates on the Village of Salado, Texas, Special Assessment Revenue Bonds, Series 20[] (Sanctuary East Public Improvement District Improvement Area #[] Project), or (2) []% based on the Bond Index Rate of []% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the Board of Aldermen of the Village, in the month before the date of approval of the Assessment Ordinance levying the Special Assessments on Improvement Area #[].
- c. Date of Assessment Ordinance Approval: Ordinance No. [] approved on [], 20[] and recorded in the real property records of Bell County, Texas on _____, 20[], as Document No. _____
- d. Payment Source: Solely from Special Assessments levied on Improvement Area #[] and/or net bond proceeds of the Village of Salado, Texas, Special Assessment Revenue Bonds, Series 20[] (Sanctuary East Public Improvement District Improvement Area #[] Project).

4. Reimbursement Obligation – Improvement Area #[]

- a. Original Principal Amount: \$[]
- b. Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Obligation – Improvement Area #[] Authorized Improvements shall be the lesser of: (1) the interest rates on the Village of Salado, Texas, Special Assessment Revenue Bonds, Series 20[] (Sanctuary East Public Improvement District Improvement Area #[] Project), or (2) []% based on the Bond Index Rate of []% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the Board of Aldermen of the Village, in the month before the date of approval of the Assessment Ordinance levying the Special Assessments on Improvement Area #[].
- c. Date of Assessment Ordinance Approval: Ordinance No. [] approved on [], 20[] and recorded in the real property records of

Bell County, Texas on _____, 20[___], as Document No. _____

- d. Payment Source: Solely from Special Assessments levied on Improvement Area #[___] and/or net bond proceeds of the Village of Salado, Texas, Special Assessment Revenue Bonds, Series 20[___] (Sanctuary East Public Improvement District Improvement Area #[___] Project).

BOA Agenda Item #5(D)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

PUBLIC HEARING, DISCUSS, AND CONSIDER:

PUBLIC HEARING, DISCUSS AND CONSIDER APPROVAL OF AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN IMPROVEMENT AREA #1 OF THE DISTRICT; APPROVING AN ASSESSMENT ROLL FOR THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN THE DISTRICT; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY. (GREGORY MILLER, PARTNER, BICKERSTAFF HEATH DELGADO ACOSTA LLP)

**VILLAGE OF SALADO, TEXAS
ORDINANCE NO. O-2024 _____**

AN ORDINANCE OF THE BOARD OF ALDERMEN OF SALADO, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #1 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; RESOLVING ALL MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on July 29, 2020, a petition was submitted and filed with the Village Secretary (the "Village Secretary") of the Village of Salado, Texas (the "Village") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of the Sanctuary East Public Improvement District (the "District") within the Village; and

WHEREAS, the petition satisfied the requirements of the PID Act because it contained the signatures of (1) the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Bell County Appraisal District, and (2) the record owners of real property liable for assessment who (a) constitute more than fifty percent of all record owners of property that is liable for assessment under the proposal, or (b) own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on February 2, 2023, after due notice, the Board of Aldermen of the Village (the "Board of Aldermen") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act, and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. R-2023-03 (the "Authorization Resolution") adopted by a majority of the members of the Village Board of Aldermen, authorized and created the Sanctuary East Public Improvement District (the "District") in accordance with its finding as to the advisability of the authorized improvements relating to the District (the "Authorized Improvements"); and

WHEREAS, the Village filed the Authorization Resolution in the Bell County land records as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the Village Secretary, within 20 days after the date of publication; and

WHEREAS, on March 7, 2024, the Council adopted a resolution 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 April 4, 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 Village 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; and

WHEREAS, the Village Secretary filed the Proposed Improvement Area #1 Assessment Roll and made the same available for public inspection; and

WHEREAS, the Village Secretary, pursuant to Section 372.016(b) of the PID Act, on March 21, 2024, caused to be published notice of the Levy and Assessment Hearing in the Salado Village Voice, a newspaper of general circulation in the Village; and

WHEREAS, the Village Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Improvement Area #1 Assessments; and

WHEREAS, on April 4, 2024, the Village Council convened the Levy and Assessment Hearing and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #1 Assessment Roll (as defined below), and the proposed assessments, and to offer testimony pertinent to any issue presented on the amount of the assessments, the allocation of the Actual Costs of the Improvement Area #1 Projects (as defined in the Service and Assessment Plan) to be undertaken for the benefit of the property located within Improvement Area #1 of the District, the purposes of the Improvement Area #1 Assessments, the special benefits of the Improvement Area #1 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #1 Assessments; and

WHEREAS, the Board of Aldermen finds and determines that the Sanctuary East Public Improvement District Service and Assessment Plan, substantially in the form attached hereto as *Exhibit A*, (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Improvement Area #1 Assessments for the Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan) should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Exhibit E-1 (the "Improvement Area #1 Assessment Roll"); and

WHEREAS, the Board of Aldermen further finds that there were no objections or evidence submitted to the Village Secretary in opposition to the Service and Assessment Plan, the

allocation of the Actual Costs of the Improvement Area #1 Projects as described in the Service and Assessment Plan, the Improvement Area #1 Assessment Roll, and the levy of the Improvement Area #1 Assessments, all as described in the Service and Assessment Plan; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Improvement Area #1 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, the Improvement Area #1 Assessment Roll, this Ordinance, the levy of the Improvement Area #1 Assessments against their property located within Improvement Area #1 of the District, their agreement to pay the Improvement Area #1 Assessments when due and payable, and the filing of the Service and Assessment Plan and the Improvement Area #1 Assessment Roll in the real property records of Bell County; and

WHEREAS, the Village Council closed the Levy and Assessment Hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the Village, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Capitalized terms not otherwise defined herein, including the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The Village Board hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Improvement Area #1 Projects (as reflected in the Service and Assessment Plan and Exhibit D attached thereto) and the Annual Collection Costs (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of the Improvement Area #1 Assessed Property will receive from the construction of the Improvement Area #1 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #1 Projects and will be reviewed and updated annually;

(c) The Service and Assessment Plan apportions the Actual Costs of the Improvement Area #1 Projects to be assessed against the property in Improvement Area #1 of the District and such apportionment is made on the basis of special benefits accruing to the property because of the Improvement Area #1 Projects;

(d) All of the real property in Improvement Area #1 of the District which is being assessed in the amounts shown in the Improvement Area #1 Assessment Roll will be benefited by the Improvement Area #1 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Improvement Area #1 Assessed Property will receive special benefits in each year equal to or greater than each annual Improvement Area #1 Assessment and will receive special benefits during the term of the Improvement Area #1 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Improvement Area #1 Projects and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #1 Projects and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs of the Improvement Area #1 Projects;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Improvement Area #1 Assessment Roll should be approved as the assessment roll for the Improvement Area #1 Assessed property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Improvement Area #1 Assessments, interest on Annual Installments, interest and penalties on delinquent Improvement Area #1 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Improvement Area #1 Assessments should be approved and will expedite collection of the Improvement Area #1 Assessments in an efficient manner to provide the services and improvements needed and required for Improvement Area #1 of the District; and

(i) A written notice of the date, hour, place, and subject of this meeting of the Village Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Improvement Area #1 Assessment Roll.

The Improvement Area #1 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of the District.

Section 5. Levy and Payment of Assessments for Costs of the Improvement Area #1 Projects.

(a) The Board of Aldermen hereby levies an assessment on each parcel of the Improvement Area #1 Assessed Property (excluding Non-Benefited Property, Non-Assessed Lots, and Owner Association Property) located within Improvement Area #1 of the District, as shown and described in the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, in the respective amounts shown in the Improvement Area #1 Assessment Roll, as a special assessment on the properties set forth in the Improvement Area #1 Assessment Roll. The assessments hereby levied shall be sufficient to pay the debt service on any bonds or other evidences of indebtedness that may be hereafter issued for Improvement Area #1 of the District and costs related thereto in accordance with the terms of the Service and Assessment Plan or that are otherwise authorized by the PID Act.

(b) The levy of the Improvement Area #1 Assessments shall be effective on the date of execution of this Ordinance levying Improvement Area #1 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Improvement Area #1 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Improvement Area #1 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Improvement Area #1 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan, as the same shall be reviewed and updated annually.

(f) Each Annual Installment shall be calculated and collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Annual Collection Costs for the Improvement Area #1 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Improvement Area #1 Projects and Annual Collection Costs is set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Improvement Area #1 Assessments.

Delinquent Improvement Area #1 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Improvement Area #1 Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any of the Improvement Area #1 Assessed Property may prepay the Improvement Area #1 Assessments levied by this Ordinance.

Section 9. Lien Priority.

The Village Council and the Landowners intend for the obligations, covenants, and burdens on the landowners of Improvement Area #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Improvement Area #1 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Improvement Area #1 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of Improvement Area #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors, and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Improvement Area #1 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of District Administrator and Collector of Improvement Area #1 Assessments.

(a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges, and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Village Administrator or his designee is hereby appointed and designated as the temporary collector of the Improvement Area #1 Assessments (the "Collector"). The Collector shall serve in such Village until such time as the Village shall arrange for the Collector's duties to be performed by the Hays County Tax Assessor and Collector, or another qualified collection agent selected by the Village.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing Public Improvement Districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Improvement Area #1 Assessments by the Village.

Section 12. Filing in Land Records.

The Village Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, to be recorded in the real

property records of Bell County. The Village Secretary is further directed to similarly file each Annual Service Plan Update approved by the Board of Aldermen.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Improvement Area #1 Assessments and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

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PASSED AND ADOPTED, this 4th day of April 2024.

Michael Coggin, Mayor

ATTEST:

Debbie Bean, Village Secretary

[VILLAGE SEAL]

EXHIBIT A

Service and Assessment Plan

Sanctuary East Public Improvement District

SERVICE AND ASSESSMENT PLAN

APRIL 4, 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/registrars 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 \$5,527,000 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 515945 (Lot 1, Block F, Phase 1A), 515949 (Lot 5, Block F, Phase 1A), 515952 (Lot 9, Block F, Phase 1A), 515955 (Lot 12, Block G, Phase 1A), 515956 (Lot 13, Block G, Phase 1A), 515969 (Lot 80, Block M, Phase 1A), 515978 (Lot 69, Block N, Phase 1A), 515982 (Lot 73, Block N, 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.

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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 \$7,006,204 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 \$5,527,000 as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit E-1**; and
- d. The special benefit (\geq \$7,006,204) 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 (\$5,527,000) 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:

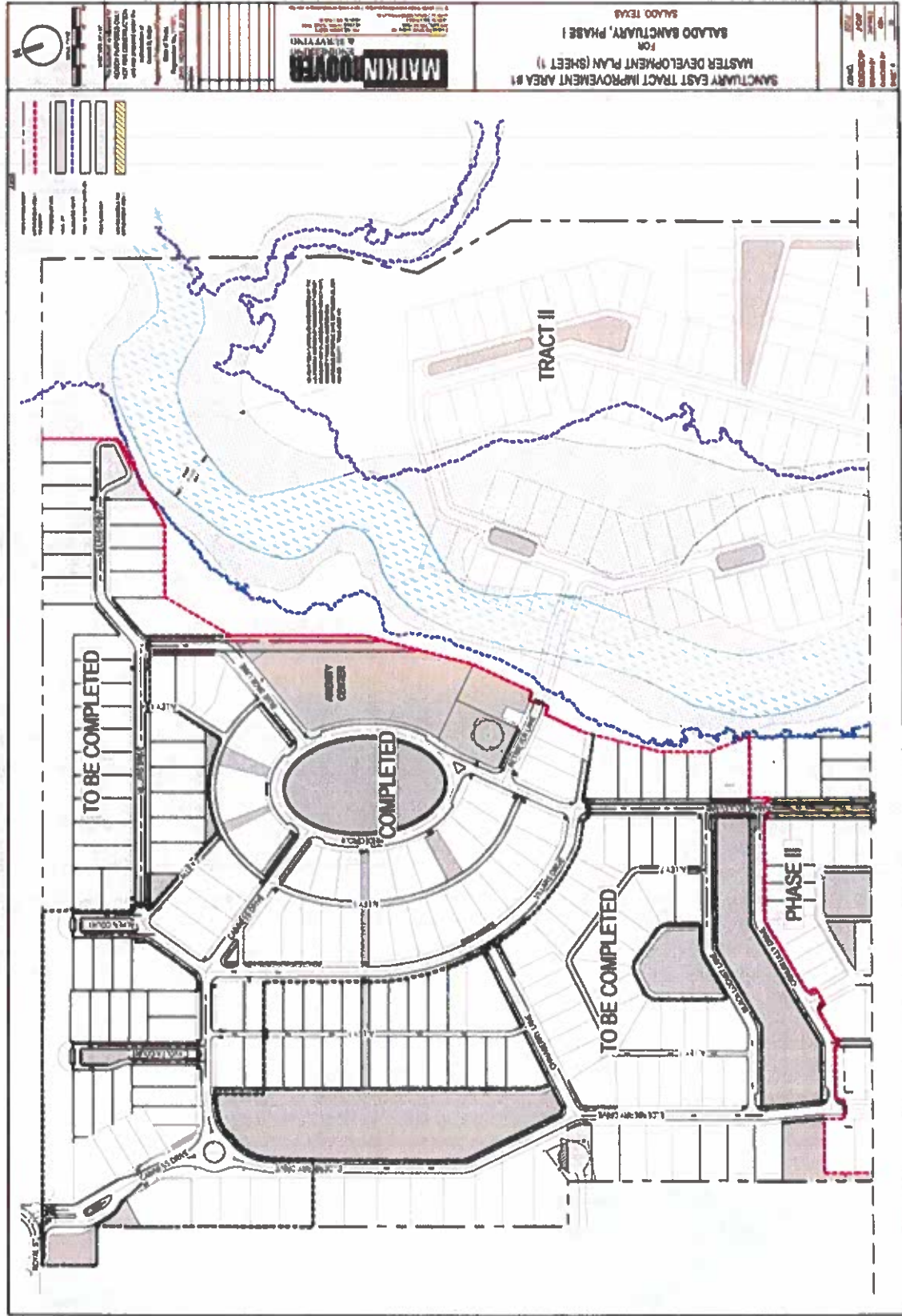
Exhibit A-1	District Boundary Map
Exhibit A-2	Concept Plan
Exhibit A-3	Improvement Area #1 Map
Exhibit B	Authorized Improvements
Exhibit C	Service Plan
Exhibit D	Sources and Uses
Exhibit E-1	Improvement Area #1 Assessment Roll
Exhibit E-2	Improvement Area #1 Annual Installments
Exhibit F	Maximum Assessment
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
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EXHIBIT A-2 – CONCEPT PLAN



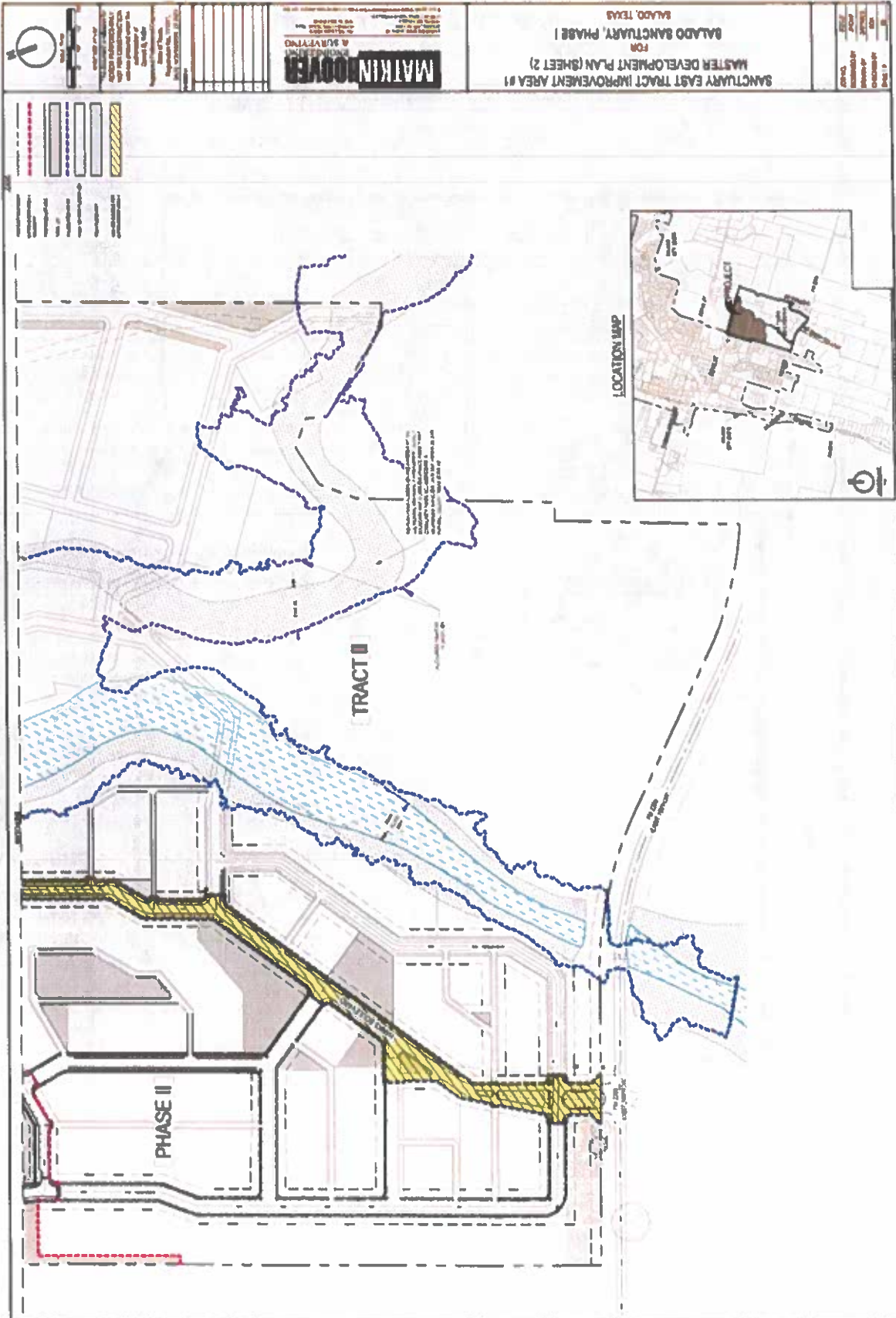


EXHIBIT A-3 – IMPROVEMENT AREA #1 MAP

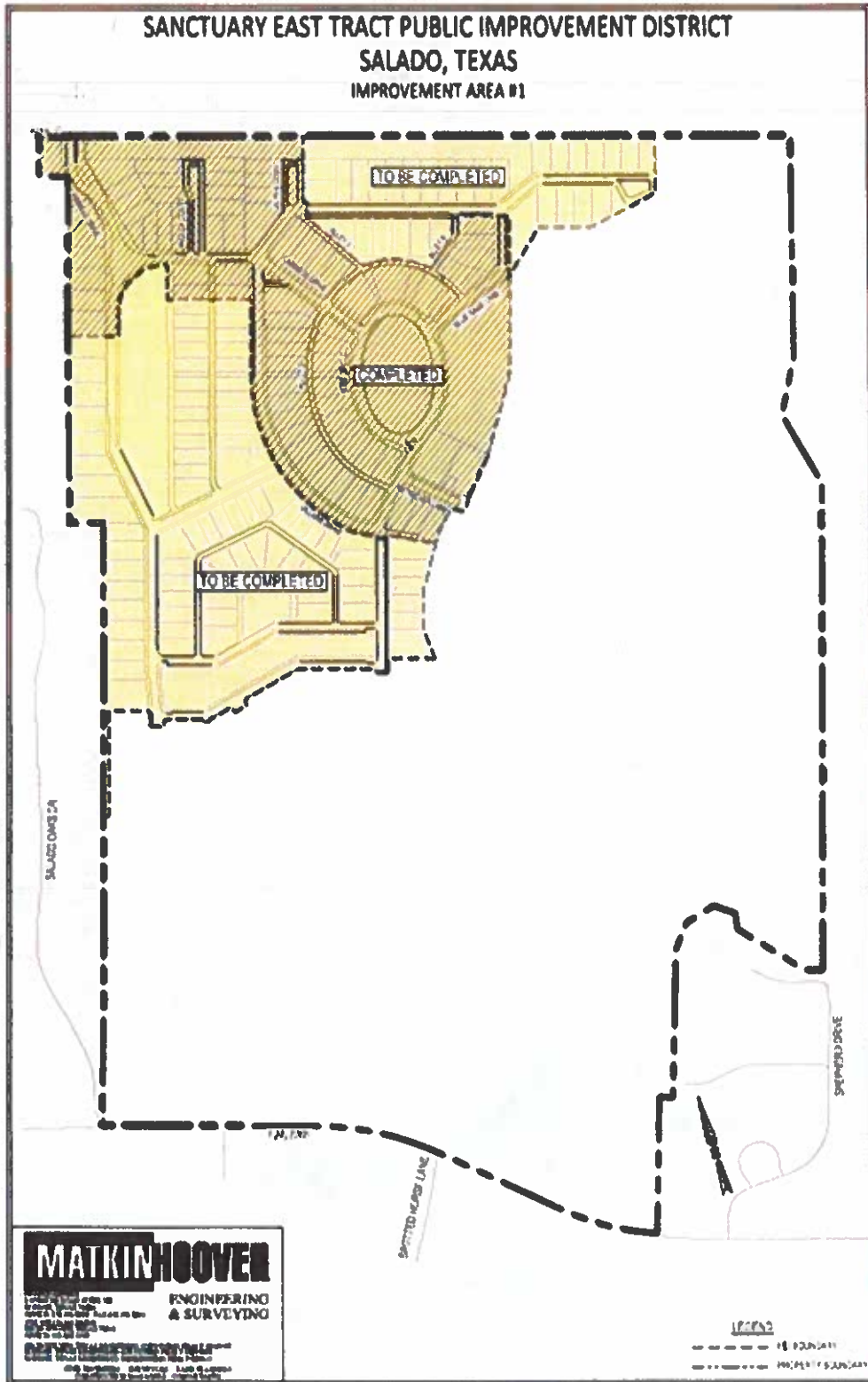


EXHIBIT B – AUTHORIZED IMPROVEMENTS

	Improvement Area #1		
	Total Costs [a]	Projects	Private Costs
<i>Improvement Area #1 Improvements</i>			
Street 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]	\$ 384,076	\$ 384,076	\$ -
Capitalized Interest [b]	109,753	109,753	-
Underwriter's Discount [b]	165,810	165,810	-
Cost of Issuance [b]	331,620	331,620	-
	\$ 991,259	\$ 991,259	\$ -
<i>First Year Annual Collection Costs</i>			
First Year Collection Costs	\$ 35,000	\$ 35,000	\$ -
	\$ 35,000	\$ 35,000	\$ -
Total	\$ 8,156,126	\$ 7,006,204	\$ 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

Annual Installments Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #1 Reimbursement Obligation</i>					
Principal	\$ 87,000.00	\$ 91,000.00	\$ 95,000.00	\$ 99,000.00	\$ 104,000.00
Interest	\$ 297,076.25	\$ 292,400.00	\$ 287,508.75	\$ 282,402.50	\$ 277,081.25
(1)	\$ 384,076.25	\$ 383,400.00	\$ 382,508.75	\$ 381,402.50	\$ 381,081.25
Annual Collection Costs	\$ 35,700.00	\$ 36,414.00	\$ 37,142.28	\$ 37,885.13	\$ 38,642.83
Additional Interest [a]	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	\$ 419,776.25	\$ 419,814.00	\$ 419,651.03	\$ 419,287.63	\$ 419,724.08
(4) = (1) + (2) + (3)					

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]	\$ 5,527,000
Developer Contribution [b]	\$ 2,629,126
Total Sources	\$ 8,156,126
Uses of Funds	
Improvement Area #1 Improvements	\$ 5,979,945
Private Improvements	\$ 1,149,922
	<u>\$ 7,129,867</u>
<i>Bond Issuance Costs</i>	
Debt Service Reserve Fund [c]	\$ 384,076
Capitalized Interest [c]	\$ 109,753
Underwriter's Discount [c]	\$ 165,810
Cost of Issuance [c]	\$ 331,620
	<u>991,259</u>
<i>First Year Annual Collection Costs</i>	
First Year Annual Collection Costs	\$ 35,000
	<u>\$ 35,000</u>
Total Uses	<u>\$ 8,156,126</u>

Notes:

[a] If PID Bonds secured by the Improvement Area #1 Assessments 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	Legal Description	Lot Type	Outstanding Assessment ²	Annual Installment Due 1/31/2025
515936	SALADO SANCTUARY PHASE 1A, BLOCK 00A, LOT 0158	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515937	SALADO SANCTUARY PHASE 1A, BLOCK 00A, LOT 0159	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515938	SALADO SANCTUARY PHASE 1A, BLOCK 00A, LOT 0160	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515939	SALADO SANCTUARY PHASE 1A, BLOCK 00A, LOT 0161	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515940	SALADO SANCTUARY PHASE 1A, BLOCK 00A, LOT 0162	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515941	SALADO SANCTUARY PHASE 1A, BLOCK 00D, LOT 0143	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515942	SALADO SANCTUARY PHASE 1A, BLOCK 00D, LOT 0144	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515943	SALADO SANCTUARY PHASE 1A, BLOCK 00E, LOT 0141	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515944	SALADO SANCTUARY PHASE 1A, BLOCK 00E, LOT 0142	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515945	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0001	Non-Assessed	\$ -	\$ -
515946	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0002	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515947	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0003	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515948	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0004	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515949	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0005	Non-Assessed	\$ -	\$ -
515950	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0006	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515951	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0007	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515952	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0009	Non-Assessed	\$ -	\$ -
515953	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0010	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515954	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0011	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515955	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0012	Non-Assessed	\$ -	\$ -
515956	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0013	Non-Assessed	\$ -	\$ -
515957	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0014	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515958	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0015	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515959	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0016	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515960	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0017	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515961	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0018	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515962	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0019	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515963	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0020	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515964	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0021	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515965	SALADO SANCTUARY PHASE 1A, BLOCK 00K, LOT 0045	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515966	SALADO SANCTUARY PHASE 1A, BLOCK 00K, LOT 0046	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515967	SALADO SANCTUARY PHASE 1A, BLOCK 00K, LOT 0047	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515968	SALADO SANCTUARY PHASE 1A, BLOCK 00K, LOT 0048	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515969	SALADO SANCTUARY PHASE 1A, BLOCK 00M, LOT 0080	Non-Assessed	\$ -	\$ -
515970	SALADO SANCTUARY PHASE 1A, BLOCK 00M, LOT 0081	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515971	SALADO SANCTUARY PHASE 1A, BLOCK 00M, LOT 0082	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515972	SALADO SANCTUARY PHASE 1A, BLOCK 00M, LOT 0083	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515973	SALADO SANCTUARY PHASE 1A, BLOCK 00M, LOT 0064	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515974	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0065	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515975	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0066	Lot Type 1	\$ 31,549.99	\$ 2,396.23

Property ID	Legal Description	Lot Type	Outstanding Assessment ²	Annual Installment Due 3/31/2025
515976	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0067	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515977	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0068	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515978	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0069	Non-Assessed	\$ -	\$ -
515979	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0070	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515980	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0071	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515981	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0072	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515982	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0073	Non-Assessed	\$ -	\$ -
515983	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0075	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515984	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0076	Non-Assessed	\$ -	\$ -
515985	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0077	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515986	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0078	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515987	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0079	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515988	SALADO SANCTUARY PHASE 1A, BLOCK 000, LOT 0061	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515989	SALADO SANCTUARY PHASE 1A, BLOCK 000, LOT 0062	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515990	SALADO SANCTUARY PHASE 1A, BLOCK 000, LOT 0063	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515991	SALADO SANCTUARY PHASE 1A, BLOCK 00P, LOT 0500	Non-Benefited	\$ -	\$ -
515992	SALADO SANCTUARY PHASE 1A, BLOCK 00P, LOT 0501	Non-Benefited	\$ -	\$ -
515993	SALADO SANCTUARY PHASE 1A, BLOCK 00P, LOT 0502	Non-Benefited	\$ -	\$ -
515994	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0052	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515995	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0053	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515996	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0054	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515997	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0055	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515998	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0056	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515999	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0057	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516000	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0058	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516001	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0059	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516002	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0060	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516003	SALADO SANCTUARY PHASE 1A, BLOCK 00S, LOT 0049	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516004	SALADO SANCTUARY PHASE 1A, BLOCK 00S, LOT 0050	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516005	SALADO SANCTUARY PHASE 1A, BLOCK 00S, LOT 0051	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516006	SALADO SANCTUARY PHASE 1A, LOT 0490	Non-Benefited	\$ -	\$ -
516007	SALADO SANCTUARY PHASE 1A, LOT 0900	Non-Benefited	\$ -	\$ -
516008	SALADO SANCTUARY PHASE 1A, LOT 0902	Non-Benefited	\$ -	\$ -
516009	SALADO SANCTUARY PHASE 1A, LOT 0903	Non-Benefited	\$ -	\$ -
516010	SALADO SANCTUARY PHASE 1A, LOT 0904	Non-Benefited	\$ -	\$ -
516011	SALADO SANCTUARY PHASE 1A, LOT 0905	Non-Benefited	\$ -	\$ -
516012	SALADO SANCTUARY PHASE 1A, LOT 0906	Non-Benefited	\$ -	\$ -
516013	SALADO SANCTUARY PHASE 1A, LOT 0910	Non-Benefited	\$ -	\$ -
516014	SALADO SANCTUARY PHASE 1A, LOT 0911	Non-Benefited	\$ -	\$ -
516015	SALADO SANCTUARY PHASE 1A, LOT 0912	Non-Benefited	\$ -	\$ -

Property ID	Legal Description	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025
516016	SALADO SANCTUARY PHASE 1A, LOT 0913	Non-Benefitted	\$ -	\$ -
516017	SALADO SANCTUARY PHASE 1A, LOT 0915	Non-Benefitted	\$ -	\$ -
516018	SALADO SANCTUARY PHASE 1A, LOT 0916	Non-Benefitted	\$ -	\$ -
516019	SALADO SANCTUARY PHASE 1A, LOT 0921	Non-Benefitted	\$ -	\$ -
516020	SALADO SANCTUARY PHASE 1A, LOT 0922	Non-Benefitted	\$ -	\$ -
495920	A0651BC E A PITTS, 1-1-1, 1-5, 1-6-1, ACRES 29.304	Phase 1B ³	\$ 2,697,280.66	\$ 204,858.60
515934	A0651BC E A PITTS, 1-1-1, 1-5, 1-6-1, ACRES 9.618	Phase 1B ³	\$ 885,286.84	\$ 67,237.58
	Total		\$ 5,527,000.00	\$ 419,776.25

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 515945, Property ID 515949, Property ID 515952, Property ID 515955, Property ID 515956, Property ID 515969, Property ID 515978, Property ID 515982, 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	\$ 87,000	\$ 297,076	\$ 35,700	\$ 419,776	
2026	91,000	292,400	36,414	419,814	
2027	95,000	287,509	37,142	419,651	
2028	99,000	282,403	37,885	419,288	
2029	104,000	277,081	38,643	419,724	
2030	109,000	271,491	39,416	419,907	
2031	114,000	265,633	40,204	419,836	
2032	119,000	259,505	41,008	419,513	
2033	125,000	253,109	41,828	419,937	
2034	131,000	246,390	42,665	420,055	
2035	137,000	239,349	43,518	419,867	
2036	143,000	231,985	44,388	419,373	
2037	150,000	224,299	45,276	419,575	
2038	157,000	216,236	46,182	419,418	
2039	165,000	207,798	47,105	419,903	
2040	173,000	198,929	48,047	419,976	
2041	181,000	189,630	49,008	419,638	
2042	190,000	179,901	49,989	419,890	
2043	199,000	169,689	50,988	419,677	
2044	209,000	158,993	52,008	420,001	
2045	219,000	147,759	53,048	419,807	
2046	230,000	135,988	54,109	420,097	
2047	241,000	123,625	55,191	419,816	
2048	253,000	110,671	56,295	419,967	
2049	266,000	97,073	57,421	420,494	
2050	279,000	82,775	58,570	420,345	
2051	293,000	67,779	59,741	420,520	
2052	307,000	52,030	60,936	419,966	
2053	322,000	35,529	62,155	419,683	
2053	339,000	18,221	63,398	420,619	
Total	\$ 5,527,000	\$ 5,620,853	\$ 1,448,280	\$ 12,596,133	

Notes:

[a] Interest is calculated at a rate of 5.375% 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

Improvement Area #1											
Lot Type	Lot Description	Units	Finished Lot Value	Total Finished Lot Value	Estimated Buildout Value per Unit	Total Estimated Buildout Value	Total Assessment	Maximum Assessment Per Unit	Average Annual Installation	Value to Lien per Finished Lot Value	
Phase 1A											
Lot Type 1	45'	41	\$ 79,060	\$ 3,241,460	\$ 480,000	\$ 19,680,000	\$ 1,293,550	\$ 31,549.99	\$ 2,396.77	2.51	
Lot Type 2	50'	0	\$ 107,250	\$ -	\$ 525,000	\$ -	\$ -	\$ 34,507.80	\$ 2,621.46	3.11	
Lot Type 3	75'	17	\$ 126,833	\$ 2,156,161	\$ 582,500	\$ 9,902,500	\$ 650,883	\$ 38,287.23	\$ 2,908.58	3.31	
Subtotal:		58	\$ -	\$ 5,397,621	\$ -	\$ 29,582,500	\$ 1,944,433				
Phase 1B¹											
Lot Type 1	45'	59	\$ 79,060	\$ 4,664,540	\$ 480,000	\$ 28,320,000	\$ 1,861,450	\$ 31,549.99	\$ 2,396.77	2.51	
Lot Type 2	50'	41	\$ 107,250	\$ 4,397,250	\$ 525,000	\$ 21,525,000	\$ 1,414,820	\$ 34,507.80	\$ 2,621.46	3.11	
Lot Type 3	75'	8	\$ 126,833	\$ 1,014,664	\$ 582,500	\$ 4,660,000	\$ 306,298	\$ 38,287.23	\$ 2,908.58	3.31	
Subtotal:		108	\$ -	\$ 10,076,454	\$ -	\$ 54,505,000	\$ 3,582,567				
Total/Weighted Average		166	\$ 93,217	\$ 15,474,075	\$ 506,551	\$ 84,087,500	\$ 5,527,000			2.78	

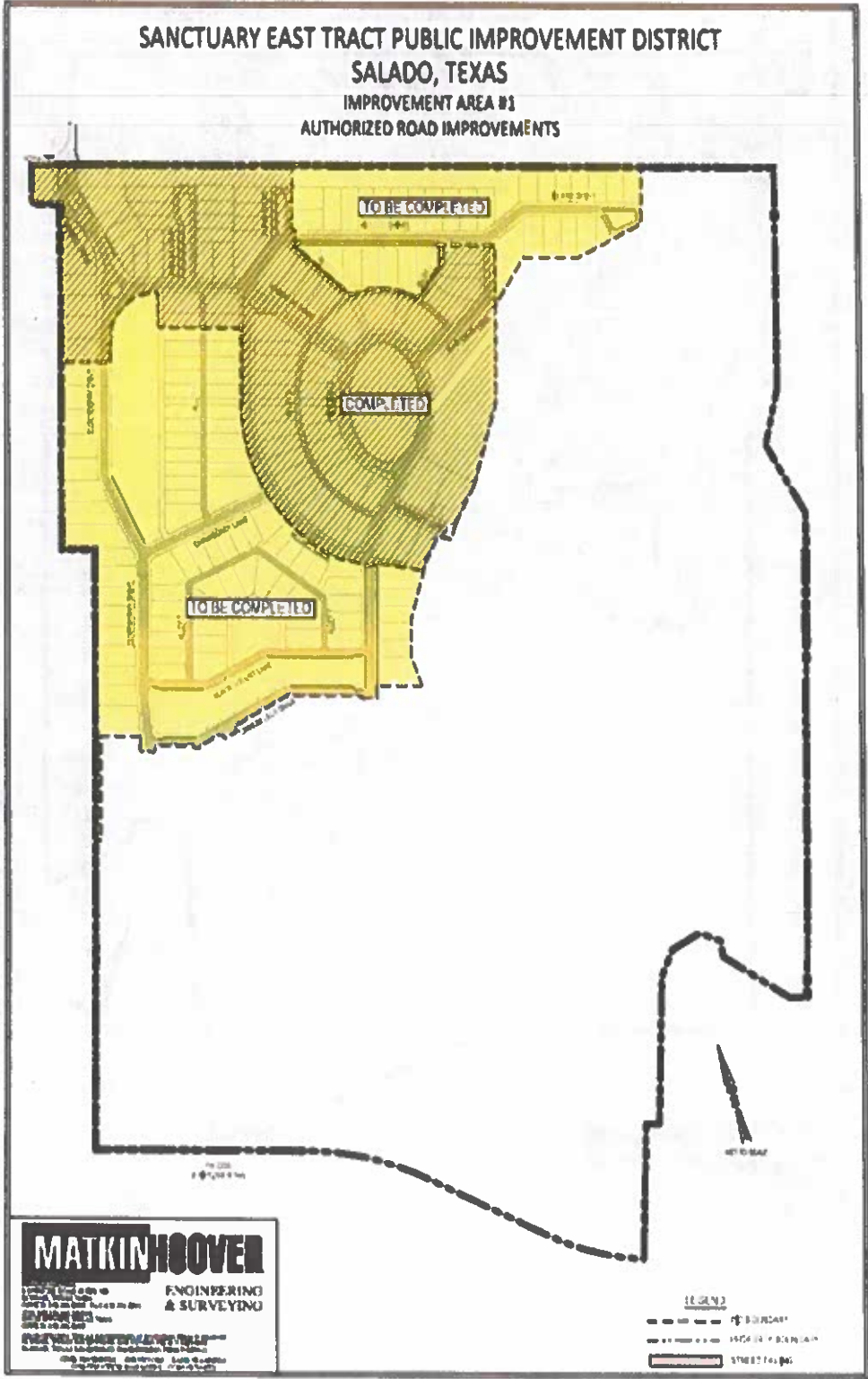
Notes:

¹The 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**



MATKIN HOOPER
ENGINEERING
& SURVEYING
1000 West 10th Street, Suite 100
Salado, Texas 76785
817-291-1111
www.matkinhooper.com

LEGEND

 - - - - - PROPERTY BOUNDARY
 ——— WASTEWATER MAIN

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

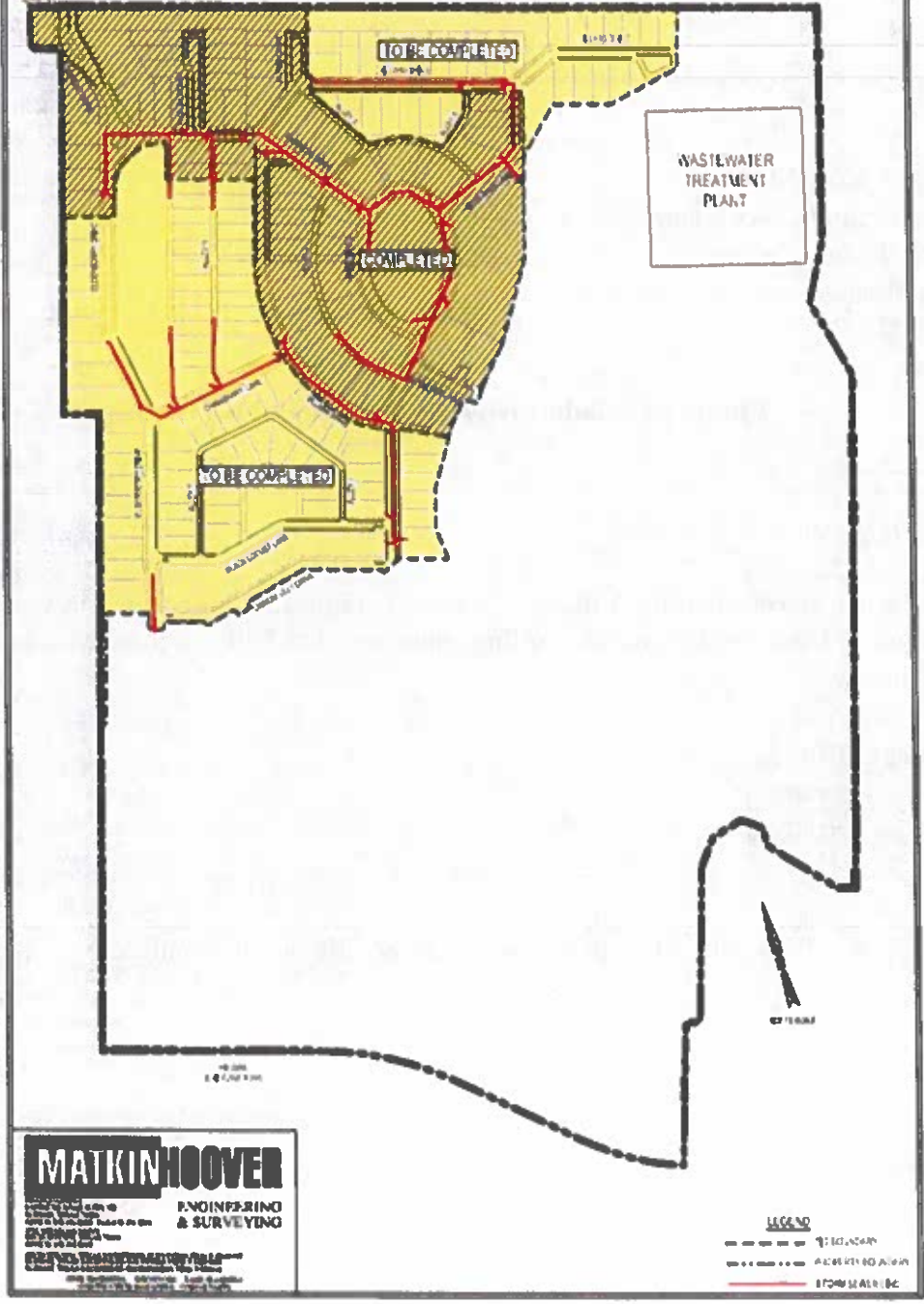


EXHIBIT H – NOTICE OF PID ASSESSMENT LIEN TERMINATION



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 April 4, 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° 30' 24" W, a distance of 1077.72 feet, from which a found $\frac{1}{2}$ " iron rod bears, S 09° 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° 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° 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° 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° 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° 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° 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" to a found 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 CSJ 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 S 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' 58" 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 1706.80 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. S 58° 29' 00" W, a distance of 41.35 feet to a point,
13. S 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 315.00 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° 29' 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 128.00 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 52.90 feet to a point, and
32. S 28° 28' 21" 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, 4203, US Survey Foot, Grid.

Job # 17-3049 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° 08' 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 128, 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 465.47 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 300-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 Lots identified as lot number 1, 5, 9, 12, 13, 69, 73, 76, and 80 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: \$31,549.99

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 5.0143, 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 when updating for the Current Information of Obligation to Pay 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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§
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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]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

§

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]¹

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 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	\$ 496.63	\$ 1,695.81	\$ 203.79	\$ 2,396.23
2026	519.46	1,669.12	207.86	2,396.44
2027	542.29	1,641.20	212.02	2,395.51
2028	565.13	1,612.05	216.26	2,393.44
2029	593.67	1,581.67	220.59	2,395.93
2030	622.21	1,549.76	225.00	2,396.97
2031	650.75	1,516.32	229.50	2,396.57
2032	679.29	1,481.34	234.09	2,394.72
2033	713.54	1,444.83	238.77	2,397.14
2034	747.79	1,406.48	243.55	2,397.82
2035	782.04	1,366.28	248.42	2,396.74
2036	816.29	1,324.25	253.38	2,393.93
2037	856.25	1,280.37	258.45	2,395.08
2038	896.21	1,234.35	263.62	2,394.18
2039	941.88	1,186.18	268.89	2,396.95
2040	987.54	1,135.55	274.27	2,397.37
2041	1,033.21	1,082.47	279.76	2,395.44
2042	1,084.58	1,026.94	285.35	2,396.87
2043	1,135.96	968.64	291.06	2,395.66
2044	1,193.04	907.58	296.88	2,397.51
2045	1,250.13	843.46	302.82	2,396.40
2046	1,312.92	776.26	308.87	2,398.06
2047	1,375.71	705.69	315.05	2,396.45
2048	1,444.21	631.75	321.35	2,397.31
2049	1,518.42	554.12	327.78	2,400.32
2050	1,592.63	472.51	334.34	2,399.47
2051	1,672.54	386.90	341.02	2,400.47
2052	1,752.46	297.00	347.84	2,397.31
2053	1,838.09	202.81	354.80	2,395.69
2054	1,935.13	104.01	361.90	2,401.04
Total	\$ 31,549.99	\$ 32,085.73	\$ 8,267.28	\$ 71,903.00

Notes:

[a] Interest is calculated at a rate of 5.375% 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.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

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: \$34,507.80

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 sale and to be recorded in the deed records of Bell County when updating for the Current Information of Obligation to Pay 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

§

§

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

§

§

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	\$	543.18	\$	1,854.79	\$	222.89	\$ 2,620.87
2026		568.16		1,825.60		227.35	2,621.11
2027		593.13		1,795.06		231.90	2,620.09
2028		618.11		1,763.18		236.54	2,617.82
2029		649.32		1,729.96		241.27	2,620.55
2030		680.54		1,695.05		246.09	2,621.69
2031		711.76		1,658.48		251.01	2,621.25
2032		742.98		1,620.22		256.03	2,619.23
2033		780.44		1,580.28		261.15	2,621.88
2034		817.90		1,538.34		266.38	2,622.61
2035		855.36		1,494.37		271.71	2,621.44
2036		892.82		1,448.40		277.14	2,618.36
2037		936.52		1,400.41		282.68	2,619.61
2038		980.23		1,350.07		288.34	2,618.63
2039		1,030.18		1,297.38		294.10	2,621.66
2040		1,080.12		1,242.01		299.98	2,622.12
2041		1,130.07		1,183.95		305.98	2,620.01
2042		1,186.26		1,123.21		312.10	2,621.58
2043		1,242.46		1,059.45		318.35	2,620.25
2044		1,304.89		992.67		324.71	2,622.27
2045		1,367.33		922.53		331.21	2,621.06
2046		1,436.00		849.04		337.83	2,622.87
2047		1,504.68		771.85		344.59	2,621.12
2048		1,579.60		690.98		351.48	2,622.06
2049		1,660.77		606.07		358.51	2,625.35
2050		1,741.94		516.81		365.68	2,624.42
2051		1,829.34		423.18		372.99	2,625.51
2052		1,916.75		324.85		380.45	2,622.06
2053		2,010.41		221.82		388.06	2,620.29
2054		2,116.55		113.76		395.82	2,626.13
Total	\$	34,507.80	\$	35,093.77	\$	9,042.33	\$ 78,643.91

Notes:

[a] Interest is calculated at a rate of 5.375% 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: \$38,287.23

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 sale and to be recorded in the deed records of Bell County when updating for the Current Information of Obligation to Pay 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

§
§
§

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

§

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 3

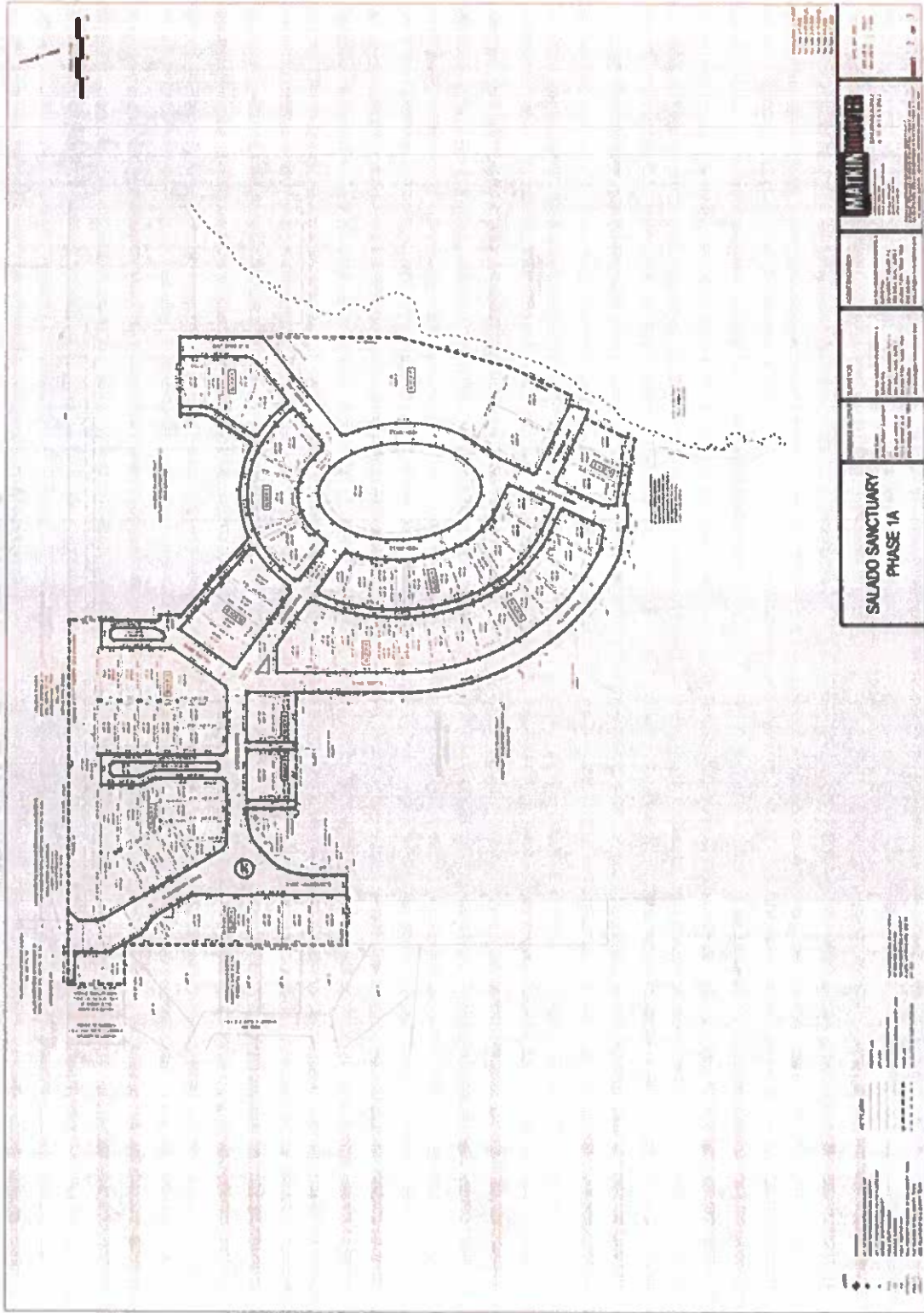
Improvement Area #1 Reimbursement Obligation

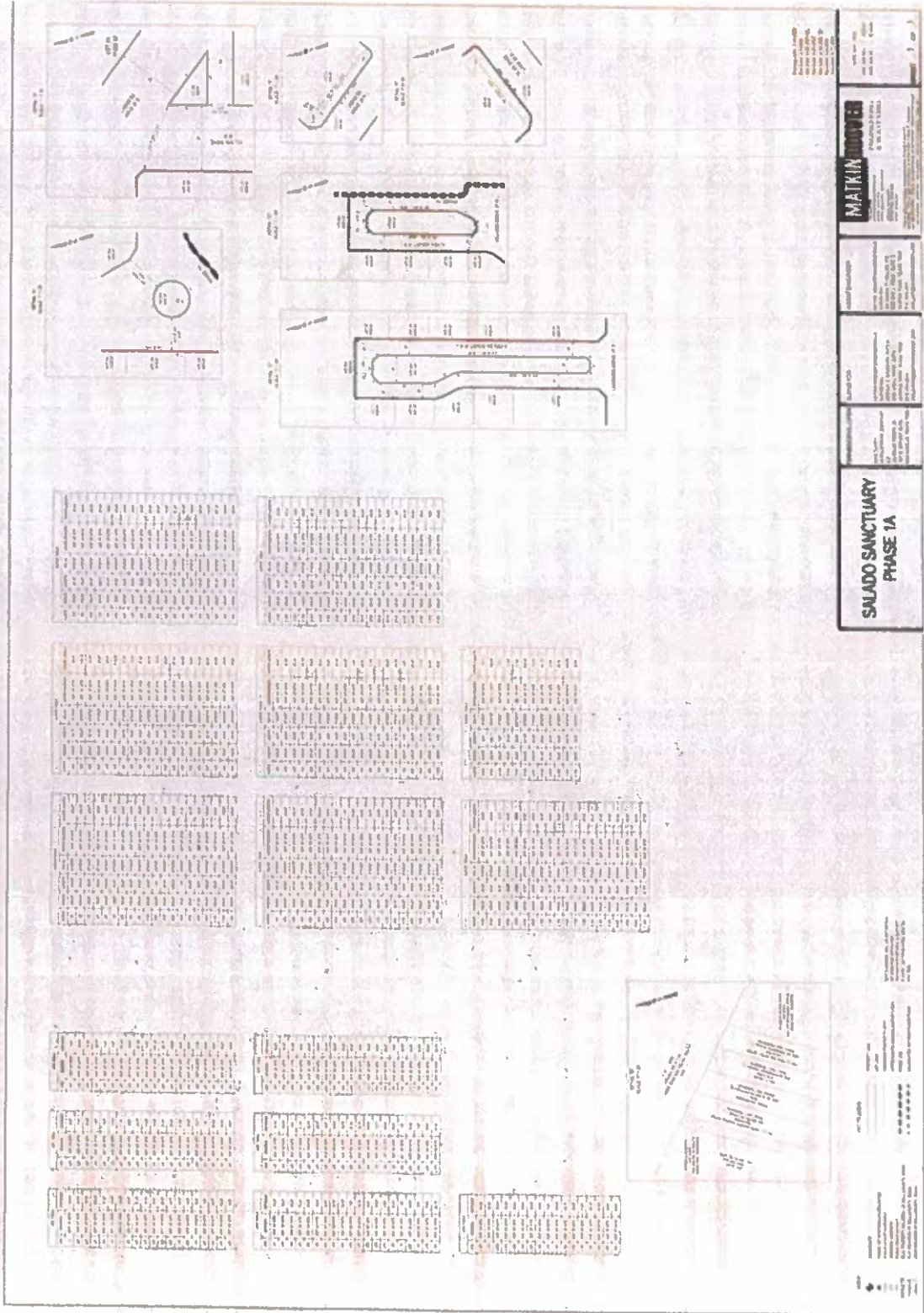
Annual Installment Due 1/31	Principal		Interest [a]		Annual Collection	
	Principal	Interest [a]	Costs	Annual Installment		
2025	\$ 602.68	\$ 2,057.94	\$ 247.30	\$ 2,907.92		
2026	630.39	2,025.54	252.25	2,908.18		
2027	658.09	1,991.66	257.30	2,907.05		
2028	685.80	1,956.29	262.44	2,904.53		
2029	720.44	1,919.43	267.69	2,907.56		
2030	755.08	1,880.70	273.04	2,908.82		
2031	789.71	1,840.12	278.51	2,908.34		
2032	824.35	1,797.67	284.08	2,906.10		
2033	865.91	1,753.36	289.76	2,909.03		
2034	907.48	1,706.82	295.55	2,909.85		
2035	949.04	1,658.04	301.46	2,908.55		
2036	990.61	1,607.03	307.49	2,905.13		
2037	1,039.10	1,553.79	313.64	2,906.53		
2038	1,087.59	1,497.94	319.92	2,905.44		
2039	1,143.01	1,439.48	326.31	2,908.80		
2040	1,198.42	1,378.04	332.84	2,909.30		
2041	1,253.84	1,313.63	339.50	2,906.96		
2042	1,316.19	1,246.23	346.29	2,908.71		
2043	1,378.53	1,175.49	353.21	2,907.23		
2044	1,447.81	1,101.39	360.28	2,909.47		
2045	1,517.08	1,023.57	367.48	2,908.13		
2046	1,593.28	942.03	374.83	2,910.14		
2047	1,669.48	856.39	382.33	2,908.20		
2048	1,752.61	766.65	389.97	2,909.24		
2049	1,842.66	672.45	397.77	2,912.89		
2050	1,932.72	573.41	405.73	2,911.86		
2051	2,029.70	469.52	413.84	2,913.07		
2052	2,126.68	360.43	422.12	2,909.23		
2053	2,230.59	246.12	430.56	2,907.28		
2054	2,348.36	126.22	439.18	2,913.76		
Total	\$ 38,287.23	\$ 38,937.38	\$ 10,032.68	\$ 87,257.29		

Notes:

[a] Interest is calculated at a rate of 5.375% 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

[Remainder of page intentionally left blank.]

Agenda Item #5E and 5F



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title:

DISCUSS AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

(E) PUBLIC HEARING:

ON CONDITIONAL USE PERMIT (CUP-24-001), ON THE CONDITIONAL USE PERMIT APPLICATION IN ACCORDANCE WITH ZONING ORDINANCE 2013-08, ARTICLE III. ZONING DISTRICTS, SECTION 3.17: CUP, CONDITIONAL USE PERMIT, ON AN ACCESSORY BUILDING PERMIT IDENTIFIED AS A POOL HOUSE ON THE APPLICATION FOR 730 BAINES STREET.

(F) DISCUSS AND CONSIDER POSSIBLE ACTION ON THE CONDITIONAL USE PERMIT APPLICATION IN ACCORDANCE WITH ZONING ORDINANCE 2013-08, ARTICLE III. ZONING DISTRICTS, SECTION 3.17: CUP, CONDITIONAL USE PERMIT, ON AN ACCESSORY BUILDING PERMIT IDENTIFIED AS A POOL HOUSE ON THE APPLICATION FOR 730 BAINES STREET.

NOTE:

THE PLANNING AND ZONING COMMISSION MET ON MARCH 26, 2024. THE COMMISSION RECOMMENDS THE CONDITIONAL APPROVAL OF THE ACCESSORY BUILDING IDENTIFIED AS A POOL HOUSE TO BE APPROVED VIA A COVENANT THAT RUNS WITH THE LAND AND THAT THE BUILDING NOT BE UTILIZED AS A DWELLING.

STAFF RECOMMENDS THAT THE COVENANT SHOULD HAVE ADDITIONAL LANGUAGE THAT THE ACCESSORY BUILDING IDENTIFIED AS A POOL HOUSE ALSO NOT BE UTILIZED AS A HUMAN HABITATION FOR SHORT-TERM OR LONG-TERM USE. THE COVENANT IS SUBJECT TO MODIFICATION OR REPEALING BY THE VILLAGE OF SALADO BOARD OF ALDERMEN.



Phone: (254) 947-5060
 Fax: (254) 947-5061

301 N. Stagecoach Rd.
 Salado, Texas 76571

Residential Building Permit Application

Building Permit Number: _____		Valuation: <u>\$150,000.00</u>
Project Address: <u>730 Baines St., Salado, TX</u>		Zoning: _____
Lot: <u>1</u>	Block: <u>A</u>	Subdivision: <u>Replat of Linda Kenton Lots 7 & 20</u>
Project Description:	NEW SFR <input type="checkbox"/>	SFR REMODEL/ADDITION <input type="checkbox"/>
	PLUMBING <input type="checkbox"/>	MECHANICAL <input type="checkbox"/>
FENCE <input type="checkbox"/>	ACCESSORY BUILDING <input checked="" type="checkbox"/>	LAWN IRRIGATION <input type="checkbox"/>
SPECIFY OTHER: _____		
Description of Work: <u>Pool house</u>		
Area Square Feet:	Living: <u>658</u>	Garage: <u>273</u>
	Covered Porch: <u>242</u>	Total: <u>1173</u>
IS THIS PROPERTY IN A FLOODPLAIN: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Number of stories: <u>1</u>
If yes, provide Flood Plain Certificate		

Owner Information: <u>Richard & Gia Vincent</u>	
Name: _____	Contact Person: <u>Alex Bass</u> <u>254-290-2876</u>
Address: <u>730 Baines St., Salado TX</u>	
Phone Number: <u>254-231-5500</u>	Fax Number: _____
Email: <u>richgjavincen@yaho.com</u>	

General Contractor	Contact Person	Phone Number	Contractor License Number
<u>Orchard Valley Homes</u>	<u>Alex Bass</u>	<u>254-290-2876</u>	<input type="checkbox"/>
Mechanical Contractor	Contact Person	Phone Number	Contractor License Number
<u>Ellis Air Systems</u>	<u>Kenny Johnson</u>	<u>254-526-5410</u>	<u>TACL B008510E</u> <input checked="" type="checkbox"/> <u>TACL A0071945E</u> <input checked="" type="checkbox"/>
Electrical Contractor	Contact Person	Phone Number	Contractor License Number
<u>R.K. Bass Electric</u>	<u>Robert Bass</u>	<u>254-535-0443</u>	<u>TECL 1718</u> <input checked="" type="checkbox"/>
Plumber/Irrigator	Contact Person	Phone Number	Contractor License Number
<u>Cooper & Bright</u>	<u>Scott Cooper</u>	<u>254-698-2902</u>	<u>M12844</u> <input checked="" type="checkbox"/>
TPO Energy Provider	Contact Person	Phone Number	Contractor License Number
			<input type="checkbox"/>

A permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. All permits require final inspection.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant: _____

Date: 1/25/24

OFFICE USE ONLY:

Approved: _____	Date: _____
-----------------	-------------

Total Fees: _____
 Receipt #: _____
 Issued Date: _____
 Issued By: _____
 BV Project #: _____



313 N. STAGECOACH RD. PO Box 219 • SALADO, TEXAS 76571
Phone: 254-947-5060 Fax: 254-947-5061

APPLICATION FOR CONDITIONAL USE PERMIT

APPLICANT INFORMATION

NAME: Alex Bass / Orchard Valley Homes LLC
ADDRESS: 13497 Orchard Lane Holland, Tx 76534
TELEPHONE NUMBER: 254-290-2876

LEGAL DESCRIPTION & PHYSICAL ADDRESS OF PROPERTY INVOLVED:

Lot 1, Block A, Replat of Linda Ventura, Lots 2 & 20, Block 1, 730 Barnes St, Salado, TX

LEGAL OWNER OF PROPERTY INVOLVED: Richard and Gina Vincent

REASON FOR REQUEST: approval of pool house as planned & shown on drawings


Signature of Applicant

2/16/2024
Date

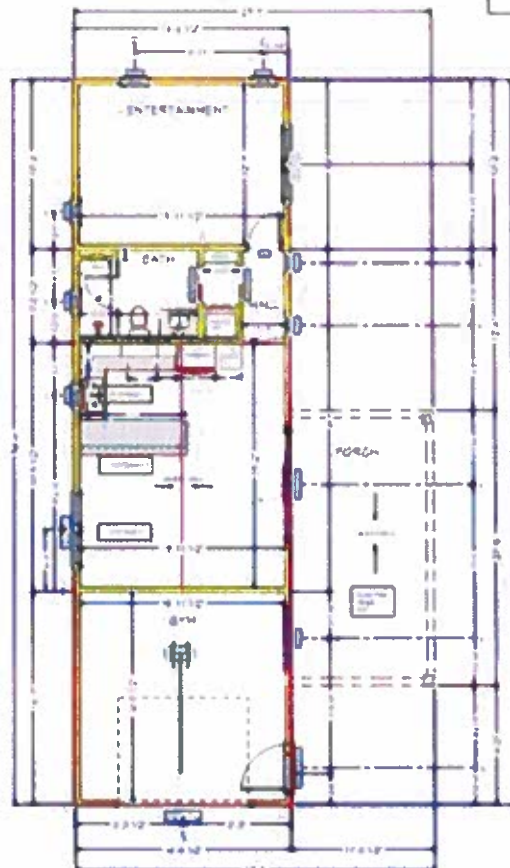
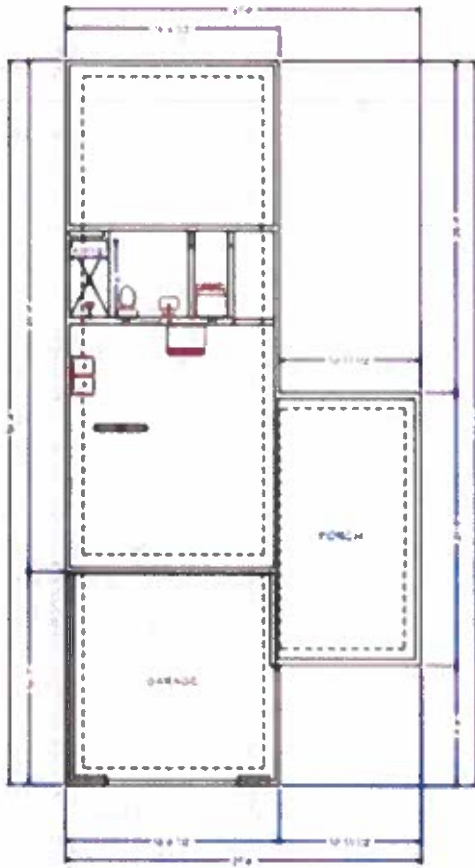
FEE: \$200.00 (DUE AT TIME OF APPLICATION)

FEE PAID

City Office Use Only:

Application Date	<u>2/16/2024</u>
Planning & Zoning Public Hearing	
P&Z Hearing Notice Published (15 days prior)	
P&Z Neighborhood Notices (10 days prior)	
City Council Public Hearing	
City Council Notice Published (15 days prior)	

Plumbing and Framing Layout



SQUARE
Heated
Porch: 2
Garage:
Total Size

IMPORTANT REMINDER: All inspections **MUST** be received by **4:00 PM** to guarantee next business day inspection.

Kimberly Freaney
Residential Plans Examiner
Bureau Veritas
100 E 15th Street, Suite 100, Fort Worth, TX 76102
Phone: 972-244-6915
Inspections Line: **817-335-8111** or **877-837-8775**
Kimberly.freaney@bureauveritas.com
fwplanreview@us.bureauveritas.com
inspectiontx@us.bureauveritas.com
www.us.bureauveritas.com

[Help Us Serve You Better – Click here to provide your feedback](#)



Vincent Pool House
Salado, TX

For elevation and design use ONLY. By
Orchard Valley Homes, LLC and Embark Drafting
and Design.

DATE:
12/12/2023

SCALE:
1/4" = 1'

SQUARE FOOTAGE:

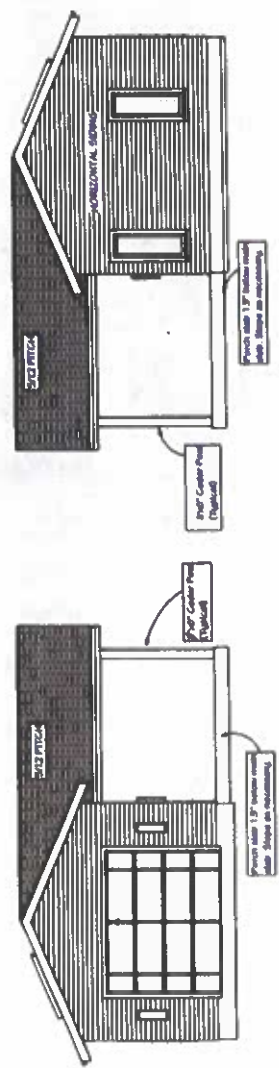
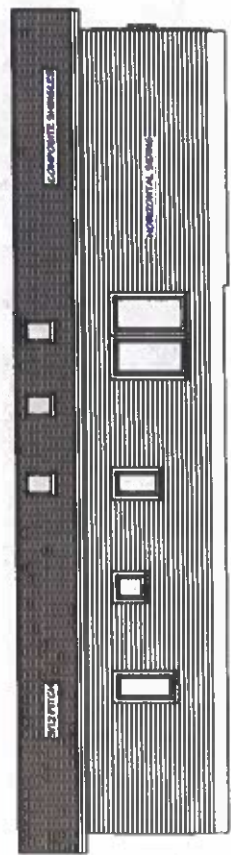
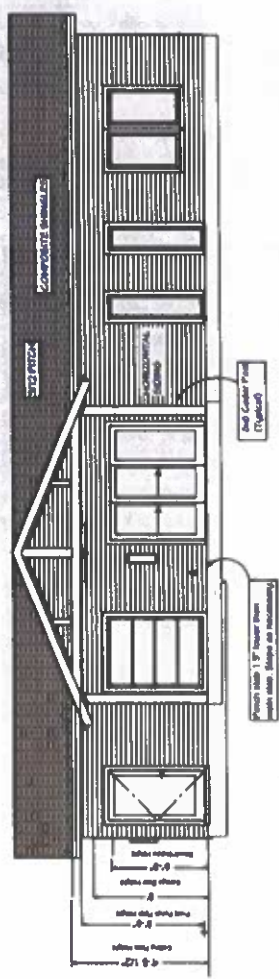
Heated and Cooled: 658 SF

Porch: 242 SF

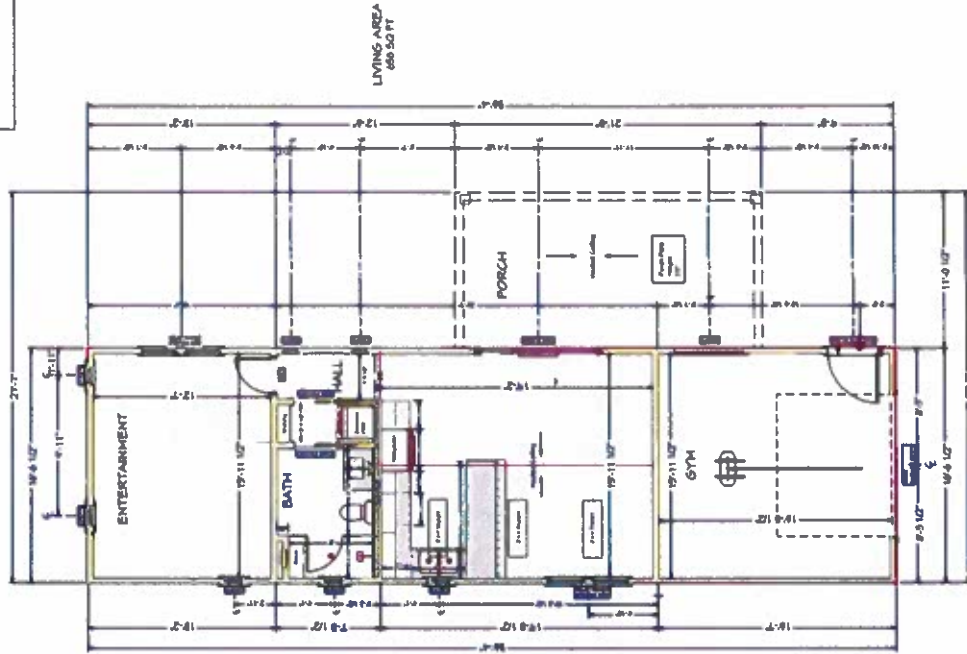
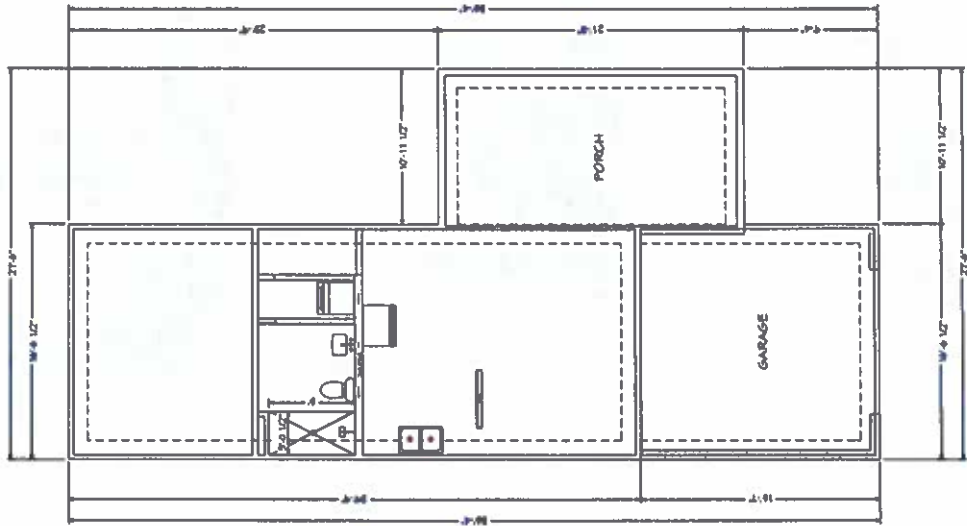
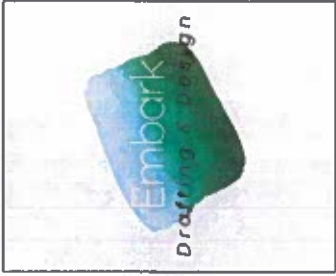
Garage: 273 SF

Total Slab: 1173 SF

EXTERIOR ELEVATIONS



Plumbing and Framing Layout



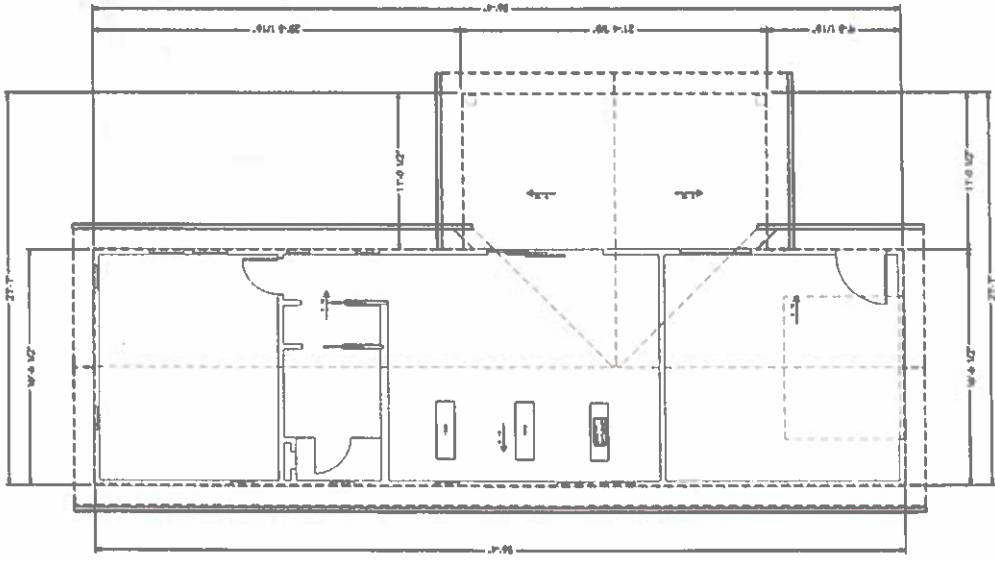
SQUARE FOOTAGE:
 Heated and Cooled: 650 SF
 Porch: 242 SF
 Garage: 273 SF
 Total Slab: 1173 SF

Vincent Pool House
 Salado, TX

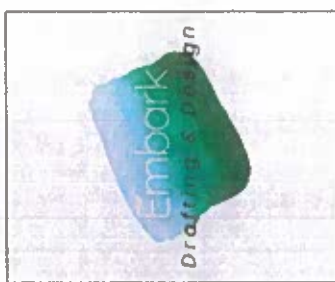
For contractor and design use only. Do not construct without proper permits. © 2023 Orchard Valley Homes, LLC and Embark Drafting and Design.

DATE:
 1/21/2023

SCALE:
 1/4" = 1'



SQUARE FOOTAGE:
 Heated and Cooled: 658 SF
 Porch: 242 SF
 Garage: 273 SF
 Total Slab: 1173 SF



Vincent Pool House
 Slatido, TX

For reproduction and design use ONLY. By
 Orchard Valley Homes, LLC and Embark Drafting
 and Design.

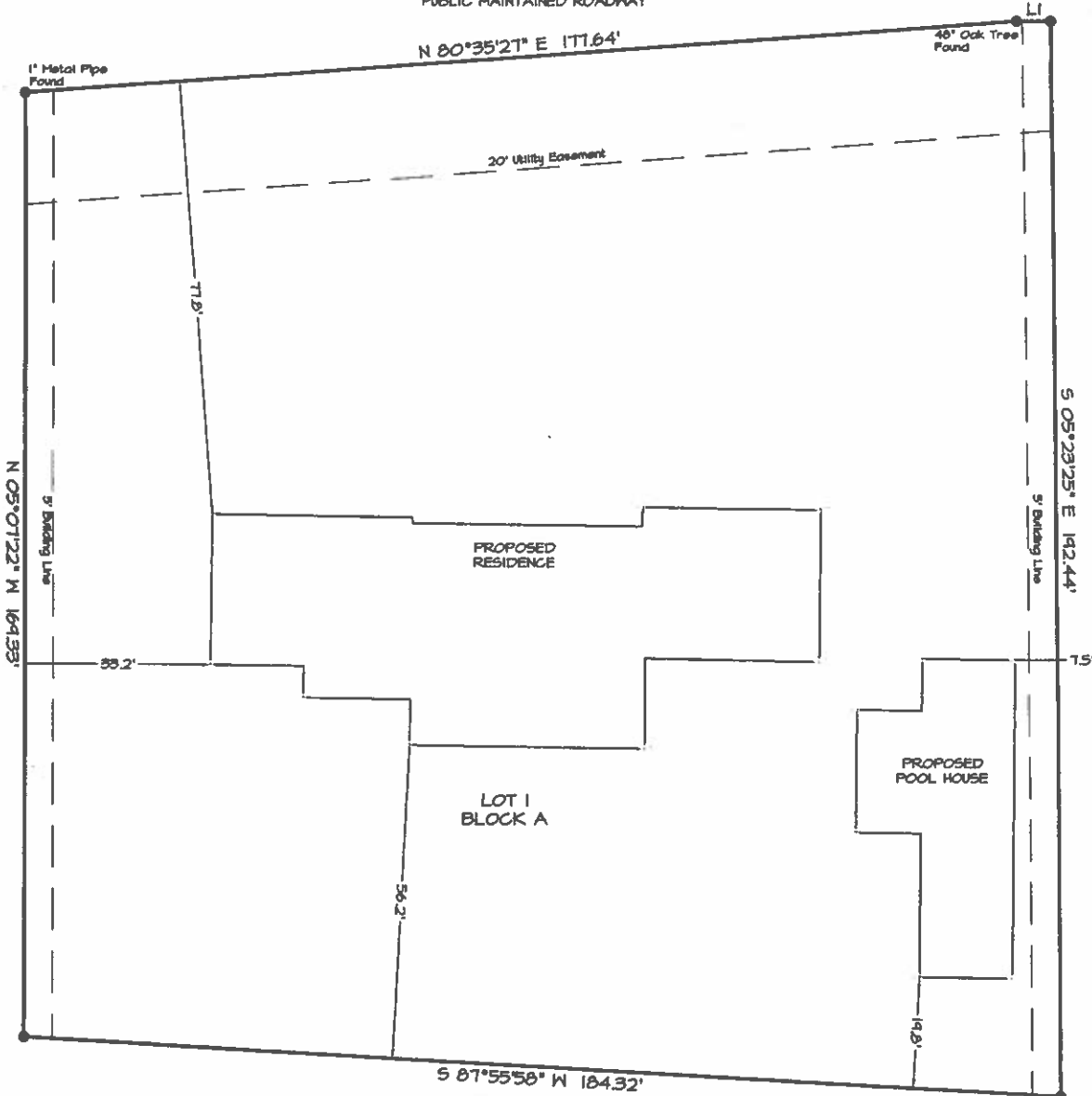
DATE:
 12/12/2023

SCALE:
 1/4" = 1"

Roof and Electrical Layout

Survey showing LOT ONE (1), BLOCK A, of REPLAT OF LINDA VENTURA, LOTS 7 & 20, Block 1, an addition in the Village of Salado, Bell County, Texas, according to the plat of record in Document No. 2023015137, Official Public Records of Real Property, Bell County, Texas.

(Asphalt Surface)
BAINES STREET
 PUBLIC MAINTAINED ROADWAY



LI
 N 84°50'27\" E 6.02'

● - 1/2\" Iron Rod w/\"QUICK\" Cap Found
 (Unless otherwise Stated)



ALL COUNTY SURVEYING, INC.
 Tx. Firm No. 10028600
 4330 South 5th Street
 Temple, Texas 76502
 254-718-2272 Killeen 254-654-4656
 Fax 254-714-7606
 www.allcountysurveying.com

Survey completed: 11-18-2023
 Scale: 1\" = 20'
 Job No.: 231291
 Dwg No.: 231291.1
 Drawn by: MDG
 Surveyor: RMS #6740

Copyright 2023 All County Surveying, Inc.

Plot Date: 11-20-2023

Section 3.4: SF-7, Single-Family Residential District (Single Family Home)

General Purpose and Description: The SF-7, Single-Family Residential District is intended to provide for development of primarily low-density detached, single-family residences on lots of at least 21,780 square feet in size.

- E. Permitted Uses:** Those uses listed for the SF-7 District in Section 4.1. (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively. Conditional uses must be approved utilizing procedures set forth in Section 3.17.
- F. Height Regulations:**
1. **Main Building(s):** Maximum two-and-one-half (2½) stories, or forty feet (40') for the main building or house.
 2. **Accessory Building(s):** Maximum twenty-five feet (25') for other accessory buildings, including a detached garage or accessory dwelling units.
 3. **Other:** Refer to Section V, *Development Standards & Use Regulations* for other regulations.
- G. Area Regulations:**
1. **Size of Lots:**
 - a. **Minimum Lot Area** – 21780 square feet without a well; 43560 square feet with a well.
 - b. **Minimum Lot Width** – Sixty feet (60')
 - c. **Minimum Lot Depth** - One hundred ten feet (110')
 2. **Size of Yards:**
 - a. **Minimum Front Yard** – Minimum twenty-five feet (25')
 - b. **Minimum Side Yard** - Minimum five feet (5'); twenty feet (20') from a street right-of-way for a corner lot.
 - c. **Minimum Rear Yard** – Minimum twenty-five feet (25') for the main building.
 3. **Maximum Lot Coverage:** Thirty-five percent (35%) by main buildings and accessory buildings.
 4. **Parking:**
 - a. **Single-Family Dwelling Unit** - A minimum of two (2) covered parking spaces behind the front building line and on the same lot as the main structure.
 - b. **Other** - Refer to Section 5.1.
 5. **Minimum Floor Area per Dwelling Unit:** One thousand (1,000) square feet.
- H. Special Requirements:**
1. **On-Site Dwellings:** Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.

2. **Open Storage:** Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, etc.).
3. **Side-Entry Garages:** Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the door face of the garage or carport to the side property line for maneuvering.
4. **Swimming Pools:** Swimming pools shall be constructed and enclosed in accordance with the Village Building Code.
5. **Non-Residential Uses:** Site plan approval (see Section 2.6) shall be required for any non-residential use (such as a school, church, childcare center, private recreation facility, etc.) in the SF-7 District. Any non-residential land use that may be permitted in this district shall conform to the Retail District standards.
6. **Temporary Facilities:** There shall be no permanent use of temporary facilities or buildings.
7. **Other Regulations:** Refer to Section V, *Development Standards & Use Regulations*.

Section 3.5: SF-PH, Single-Family Residential-Patio Home District

- A. **General Purpose and Description:** The SF-PH, Single-Family Residential-Patio Home District is designed to provide for development of primarily detached single-family residences on compact lots having one side yard reduced to zero feet, also commonly referred to as "zero-lot-line", and having a minimum of forty-five hundred (4,500) square feet with an approved on site sewer facility. Patio home developments shall be arranged in a clustered lot pattern with a common usable open space system that is an integral part of the development.
- B. **Permitted Uses:** Those uses listed for the SF-PH District in Section 4.1. (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively. Conditional uses must be approved utilizing procedures set forth in Section 3.17.
- C. **Height Regulations:**
 1. **Main Building(s):** Maximum two-and-one-half (2½) stories, or forty feet (40') for the main building or house.
 2. **Accessory Building(s):** Maximum twenty-five feet (25') for other accessory buildings, including a detached garage or accessory dwelling units.
 3. **Other:** Refer to Section V, *Development Standards & Use Regulations* for other regulations.
- D. **Area Regulations:**
 1. **Size of Lots:**
 - a. **Minimum Lot Area** - Four thousand five hundred (4,500) square feet with an approved on site sewer facility
 - b. **Minimum Lot Width** - Forty feet (40')
 - c. **Minimum Lot Depth** - One hundred ten feet (110')
 2. **Size of Yards:**

- c. If the development is to occur in phases, a conceptual phasing plan that includes the currently anticipated general sequence of development, including the currently anticipated general sequence for installation of major capital improvements to serve the development; and
 - d. An aerial photograph with the boundaries of the PD concept plan clearly delineated.
- 6. **Official Submission Date and Completeness of Application:** Refer to Section 2.4.C of this Ordinance.
- H. **PD Site Plans:** Site plan review and approval for any building site within a PD district shall be in accordance with Section 2.6 of this Ordinance.
- I. **Amendment of Plans:**
 - 1. **PD Concept Plans:** PD concept plans, excluding informational statements, are considered part of the PD ordinance. Any amendment to a PD concept plan shall be considered a zoning change, and shall be processed pursuant to Section 2.4 of this Ordinance.
 - 2. **PD Site Plans:** PD site plans are not considered part of a PD ordinance. Except as otherwise provided within this Subsection, any amendment/revision to an approved PD site plan shall be in accordance with Section 2.6 of this Ordinance.
- J. **Lapse of Concept Plan or Site Plan Approval:** Lapse of a concept plan or site plan shall be in accordance with Section 2.6.J of this Ordinance.
- K. **Extension and Reinstatement Procedure:** Extension of a concept plan or site plan shall be in accordance with Section 2.6.K of this Ordinance.

Section 3.17: CUP, Conditional Use Permit

- A. **General Purpose and Description:** A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only under certain conditions. Such conditions include a determination that the external effects of the conditional use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of standards and conditions. This Section sets forth the standards used to evaluate proposed conditional uses and the procedures for approving Conditional Use Permit (CUP) applications.
- B. **Conditional Use Permit (CUP) Required:** No conditional use shall be established and no building permit shall be issued for any use designated as a conditional use within a zoning district until a conditional use permit is issued in accordance with the provisions of this Section. An application for a conditional use permit shall be accompanied by a site plan prepared in the manner described in Section 2.6. The site plan shall illustrate the proposed use to be established, its relationship to adjoining properties, and how it meets the approval standards set forth in Section 3.17.E.
- C. **Status of Conditionally Permitted Uses:**
 - 1. The following general rules apply to all conditional uses:

- a. The designation of a use in a zoning district as a conditional use does not constitute an authorization or assurance that such use will be approved.
- b. Approval of a conditional use permit shall authorize only the particular use for which the CUP is issued.
- c. No use authorized by a conditional use permit shall be enlarged, extended or relocated, nor may the number of dwelling units be increased, unless an application is made for approval of a new conditional use permit in accordance with the procedures set forth in this Section.
- d. Development of the use shall not be carried out until the applicant has secured all the permits and approvals required by these zoning regulations, the Village Code of Ordinances, or any permits required by regional, State and Federal agencies.

D. Application for Conditional Use Permit:

- 1. **Application Requirements:** An application for a conditional use permit may be submitted by the property owner or by the property owner's designated representative to the Village. The application shall be accompanied by a site plan prepared in accordance with the requirements of Section 2.6. If a zoning amendment is required or requested in writing, such application shall accompany the application for a conditional use permit.
- 2. **Subdivision Approval:** If the proposed use requires a division of land, an application for subdivision approval shall be submitted in conjunction with the application for a conditional use permit. Approval of the conditional use permit shall not become effective until final approval of the subdivision application; provided, that if the land is to be divided in phases, the approval of the conditional use permit shall take effect upon final approval of the phase of the subdivision containing the property on which the conditional use is to be located.

E. Procedures for Conditional Use Permits:

- 1. **Planning & Zoning Commission Recommendation:** Upon receipt of the recommendation from the Mayor/Village Administrator or his/her designee, the Commission shall conduct a public hearing in order to formulate its recommendations to the Board of Aldermen on the conditional use permit application. Following the public hearing, the Commission shall recommend approval, approval subject to modification, or denial of the proposal to the Board of Aldermen in accordance with Section 2.4. If the appropriateness of the use cannot be assured at the location, the Commission shall recommend denial of the application as being incompatible with existing uses or with other uses permitted by right in the district.
- 2. **Board of Aldermen Action:** The Board of Aldermen shall be the final decision-maker on applications for conditional use permits. Following a public hearing and in consideration of the Commission's recommendations, the Board of Aldermen shall approve, modify or deny the proposal for a conditional use permit in accordance with Section 2.4. If the appropriateness of the use cannot be assured at the location, the application for conditional use permit shall be denied as being incompatible with existing uses or with other uses permitted by right in the district.

F. Standards:

- 1. **Factors for Consideration:** When considering applications for a conditional use permit, the Commission in making its recommendation and the Board of Aldermen in rendering its decision on the application shall, on the basis of the site plan and other information submitted, evaluate the

impact of the conditional use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and the Board of Aldermen shall specifically consider the extent to which:

- a. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan;
 - b. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
 - c. The proposed use meets all supplemental standards specifically applicable to the use as established in the *Development Standards*, Section 5.1 through 5.9;
 - d. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts, including but not limited to the following:
 - (1) Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;
 - (2) Off-street parking areas, loading areas, and pavement type;
 - (3) Refuse and service areas;
 - (4) Utilities with reference to location, availability, and compatibility;
 - (5) Screening and buffering, features to minimize visual impacts, and/or set-backs from adjacent uses;
 - (6) Control of signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
 - (7) Required yards and open space;
 - (8) Height and bulk of structures;
 - (9) Hours of operation;
 - (10) Exterior construction material, building design, and building facade treatment;
 - (11) Roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets;
 - (12) Provision for pedestrian access/amenities/areas;
 - (13) The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity;
2. **Conditions:** In approving the application, the Commission may recommend and the Board of Aldermen shall impose such conditions as are reasonably necessary to assure compliance with these standards and the purpose and intent of this Section, in accordance with the procedures in Section 2.4. Any conditions imposed shall be set forth in the ordinance approving the conditional use, and shall be incorporated into or noted on the site plan for final approval. The Mayor/Village Administrator or his/her designee shall verify that the site plan incorporates all conditions set forth in the ordinance authorizing the conditional use, and shall sign the plan to indicate final approval. The Village shall maintain a record of such approved conditional uses and the site plans and conditions attached thereto.
3. **Prohibition on Waivers and Variances:** The foregoing standards of development shall not be subject to variances that otherwise could be granted by the Zoning Board of Adjustments, nor may

conditions imposed by the Board of Aldermen subsequently be waived or varied by the Zoning Board of Adjustments. In conformity with the authority of the Board of Aldermen to authorize conditional uses, the Board of Aldermen may waive or modify specific standards otherwise made applicable to the use by this Ordinance, to secure the general objectives of this Section, provided, however, that the Board of Aldermen shall not waive or modify any approval factor set forth in Section 3.17.E.1.

- G. **Expiration and Extension:** Termination of approval of a conditional use for failure to commence development and extension of the time for performance for a conditional use permit shall be governed by Section 2.6.
- H. **Amendment:** No proposed or existing building, premise or land use authorized as a conditional use may be established, enlarged, modified, structurally altered, or otherwise changed from that approved in the conditional use permit, unless such amendment is authorized in accordance with the standards and procedures set forth in this Section, and the conditional use permit and approved site plan are amended accordingly.
- I. **Other Regulations:** The Zoning Board of Adjustments shall not have jurisdiction to hear, review, reverse, or modify any decision, determination, or ruling with respect to the specific land use designated by any conditional use permit.
- J. **Use Regulations:** Uses allowed by Conditional Use Permit are specified in Section 4.1.E (Use Charts).

Section 3-18: WS, IH-35 West Side Overlay District

OVERLAY AND SPECIAL DISTRICTS

- A. **General Purpose and Description:** The WS, West Side Overlay District prefix is intended to provide for the cohesive development of properties on the west side of IH-35. The WS District is envisioned as a tool to help stabilize and improve property values, to protect and enhance the Village's attractions, to strengthen the economy and to enhance the attractiveness of the Village.

The WS Overlay District allows all uses permitted in the primary base district, as identified by the Permitted Uses section of the appropriate District.

- B. **Declaration of Policy:** The Village Aldermen hereby finds and declares as a matter of public policy that the cohesive development of the west side of IH-35 is a public necessity and is required in the interest of the culture, prosperity, education and welfare of the residents of the Village of Salado. The purpose of the West Side Overlay District is:

- 1. To take advantage of the unique opportunity of the soon to be developed "Salado West Side" while at the same time, requiring future projects therein to be aesthetically attractive, practically functional and foster a safe and community-friendly environment.

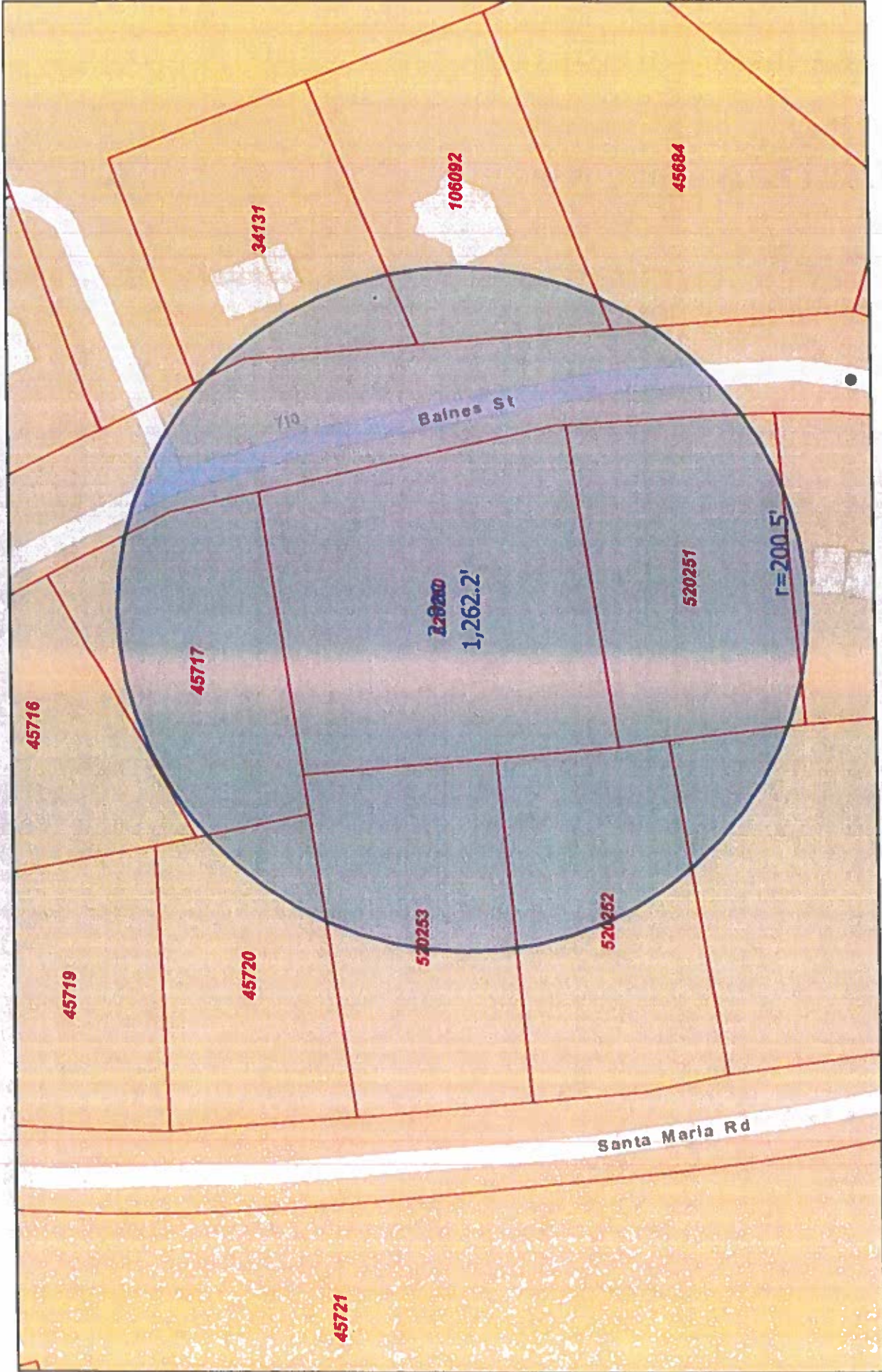
- C. **District Designation:**

- 1. The Village Aldermen may designate certain land, areas, lots and districts in the Village as The West Side Overlay District (WS) and define, amend and delineate the boundaries thereof.

Permitted Uses	Residential Uses						Non-Residential Uses						
AGRICULTURE	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BF	C
Bulk Grain and/or Feed Storage	P											P	P
Farms, General (Crops) ☐	P	P	C	C	C	C	C	C	C	C	C	C	C
Farms, General (Livestock/Ranch) ☐	P	C	C	C	C	C	C	C	C	C	C	C	C
Greenhouse (Non-Retail/Hobby)	P	P	P					P	P	P	P	P	P
Livestock Sales	P												
Orchard/Crop Propagation	P	P	C	C	C	C	C	C	C	C	C	C	C
Plant Nursery (Grown for Commercial Purposes)	P							P	P	P	P	P	P
Stable, Commercial ☐	P	C										P	P
Stables (Private, Accessory Use) ☐	P	C	C										
Stables (Private, Principal Use) ☐	P	C											
Permitted Uses	Residential Uses						Non-Residential Uses						
RESIDENTIAL	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BF	C
Accessory Building/Structure (Residential) ☐	P	P	P	P	P	P		P	P	P	P	P	P
Accessory Building/Structure (Non-Residential) ☐							P	P	P	P	P	P	P
Accessory Dwelling	P	P	C					P	P				
Caretaker's/Guard's Residence ☐	P	P	P	P	P	P		C	C	C	C	C	C
Community Home ☐	P	P	P	P	P	P							
Duplex / Two-Family ☐ (Defined under Two-Family Dwelling)						P		C	P	P	P	P	
Family Home (Adult Care in Place of Residence) ☐	P	P	P	P	P	P							
Family Home (Child Care in Place of Residence) ☐	P	P	P	P	P	P							
Four Family (Quadruplex)						P		C	P	P	P	P	P
Garage Conversion ☐		P	P	P	P			C					
Home Occupation ☐	P	P	P	P	P	P		C			C		
Living Quarters On-Site With A Business ☐							P	P	P	P	P	P	
Multiple-Family Dwelling ☐						P					C		
Private Street Subdivision	C	C	C	C	C	C					C		
Residential Loft ☐							P	P	P	P	P		
Rooming/Boarding House ☐ (Defined Under Boarding or Rooming House)						P		C	P	P	P		
Single Family Dwelling, Detached ☐	P	P	P	P	P	P	P	P	P	P	P		
HUD-Code Manufactured Home ☐ (Defined Under Manufactured Housing)	P												
Single Family Industrialized Housing ☐ (Defined Under Manufactured Housing)	P	P	P	P	P	P							
Single Family Dwelling, Attached (Townhouse) ☐					P	P		C			P		
Patio Homes (Zero Lot Line Dwelling) ☐				P	P			P			P		
Swimming Pool (Private) ☐	P	P	P	P	P	P					P		
Three Family (Triplex)						P					C	C	C

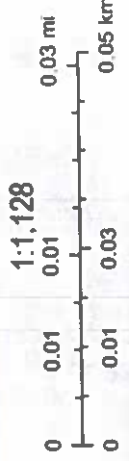
Owner Name	Prop ID	Address	Mailing Address	City	State	Zip
Miller, Wade & Jill	520251	Baines St	8308 Renton Dr	Austin	TX	78757
Vincent, Richard & Regina	520252, 520253	Santa Maria Rd	108 Arches Way	Georgetown	TX	77862
Casta, Marian T & Ricardo Alicea Banchs	45720	717 Santa Maria	1509 Blue Willow Ct	Pflugerville	TX	78660
Boost Investments LLC	45716, 45717	708 & 716Baines St	7420 Cordoba Dr	Austin	TX	78724
Evans, Jack D ETUX Weeta S	34131	725 Baines St	PO Box 99	Salado	TX	76571
Kornegay, Willard & Joy	106092	Baines St	276 Van Bibber Rd	Salado	TX	76571
Poulos, James P	95230	Santa Maria Rd	9 Mainsfield St	Bethel	CT	0.6801

Bell CAD Web Map



3/9/2024, 12:53:30 PM

-  Parcels
-  Abstracts



East, HERE, Garmin, INCREMENT P, NGA, USGS

Agenda Item #5G and 5H



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title:

DISCUSS AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

(G) PUBLIC HEARING:

ON CONDITIONAL USE PERMIT (CUP-24-002), TO ALLOW FOR MIXED BEVERAGE (MB) SALES BY CORRECAMINOS TEJAS LLC DBA PROVECHO TEJAS ON PROPERTY ZONED HISTORIC DISTRICT (HD) AND LOCATED AT 109 ROYAL STREET, SALADO, TEXAS.

(H) DISCUSS AND CONSIDER POSSIBLE ACTION ON THE CONDITIONAL USE PERMIT (CUP-24-002), TO ALLOW FOR MIXED BEVERAGE (MB) SALES BY CORRECAMINOS TEJAS LLC DBA PROVECHO TEJAS ON PROPERTY ZONED HISTORIC DISTRICT (HD) AND LOCATED AT 109 ROYAL STREET, SALADO, TEXAS.



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
From Helping Businesses & Protecting Communities

Document reference ID : 337431

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID: 337431
Applicant Name: Correcaminos Tejas LLC
License Type applied for: Mixed Beverage Permit (MB)

Entity Information

Business Structure: Limited liability company
FEIN/SSN Number: 990560091
Member Managed or Manager Managed: Member Managed
Historically Underutilized Business: No
Veteran-owned business: No
Fraternal Owned: No
Secretary of State Filing Number: 805364210
Date Filed: 1/5/2024
Filing State: TX

Initial Application Information

Authority Type: I am a principal or authorized user with binding authority
Prefix: Ms
Legal First Name: Brooke
Legal Last Name: May

Basic Business information

Business/Trade Name: Correcaminos Tejas LLC DBA Provecho Tejas

What is your primary business at this location? Restaurant

Location's Phone Numbers

Business Phone Number 254-308-2098

Alternate Phone Number 254-768-7336

Location Address

Address: 109 Royal St, Salado, TX, United States, Bell 76571

Is your location within city limits? Yes

Mailing Address Information

Address: 90297 Tablerock, Salado, TX, United States, Bell 76571

Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school? No

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises? No

Shared premise information

Do you share the premises with another business entity?

No

Property Ownership Details

Property Type	Property Ownership Type	Entity Name
Land and Building	Lessor	Correcaminos Tejas LLC

City Secretary/Clerk

City

, TEXAS

SEAL



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**

Enforces the Liquor, Beer and Wine Laws of the State

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

I hereby certify on this _____ day of _____, _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____

Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE

Comptroller Representative

City

, TEXAS

SEAL



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texas Helping Businesses & Protecting Communities

PUBLISHER'S AFFIDAVIT

Name of newspaper

City, County

Dates notice published in daily/weekly newspaper
(MM/DD/YYYY)

Publisher or designee certifies attached notice was published in newspaper stated on dates shown

Signature of publisher or designee

Sworn to and subscribed before me on this date

Signature of Notary Public

S E A L

ATTACH PRINTED COPY OF THE NOTICE

Agenda Item #5(I)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title:

DISCUSS AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

DISCUSS AND CONSIDER POSSIBLE ON **CONDITIONAL APPROVAL** ON ACCEPTING THE PUBLIC IMPROVEMENTS CONSTRUCTED AS PART OF DRAKES LANDING PHASE II, A RESIDENTIAL DEVELOPMENT, IN ACCORDANCE WITH THE VILLAGE OF SALADO SUBDIVISION ORDINANCE, INCLUDING BUT NOT LIMITED TO ARTICLE II, SECTION 2.5 AND ARTICLE VI, SECTION 6.7.

Section 2.5: Procedures and Submission Requirements for Final Plat Approval, Subsection e.:

- e. When all of the improvements are found to be constructed and completed in accordance with the approved plans and specifications and with the Village's standards, and ~~upon receipt by the Village of Salado of a maintenance bond or certificate of deposit in accordance with Section 6 of this Ordinance from each contractor~~, three sealed (3) sets of "AS BUILT" (or "Record Drawing") plans and one sealed (1) set of "As-Built" or "Record Drawing" mylars and a digital copy of all plans (in a format as determined by the Village's Engineer) shall be submitted with a letter stating the contractors' compliance with this Ordinance, and bearing sealed certification by the design engineer that all public improvements have been constructed in compliance with all Village construction standards set forth in the TCSS and other applicable Village design documents. After such letter and certification is received, the Village shall receive and accept the title, use and maintenance of the improvements according to Section 6.7. The final plat shall not be approved or filed at the County prior to receipt of the above letter and certification and any other required items, nor prior to acceptance of the improvements by the Village.

Section 6.7: Maintenance and Guarantee of Public Improvements

- 6.7 a. The property owner shall maintain all required public improvements for a period of two (2) years following acceptance of the subdivision by the Village, and ~~shall also provide a two-year maintenance bond (warranty) that all public improvements will be free from defects for a period of two (2) years following such acceptance by the Village.~~

Should the property owners or homeowners association fail to maintain the common elements to Village specifications for an unreasonable time, not to exceed ninety (90) days after written request to do so, then the Village shall have the same right, power and authority to enforce the association's rules and to levy assessments necessary to maintain the common elements. The Village may elect to exercise the rights and powers of the property owners or homeowners association or its Board, or to take any action permitted and levy any assessment that the property owners or homeowners association might have taken, either in the name of the property owners or homeowners association or otherwise, to cover the cost of maintenance (or the possible demolition, if such becomes necessary to preserve public safety or to ease maintenance burden) of any common elements.

- d. Protective Covenants. Protective covenants shall be developed which, among other things, shall make the property owners or homeowners association responsible for:
1. The maintenance and operation of all common property;
 2. The enforcement of all other covenants;
 3. The administration of architectural controls (optional); and
 4. Certain specific exterior maintenance of exterior improvements of individual properties (optional).

The Village is not responsible (i.e., has no jurisdiction) for enforcing protective covenants or deed restrictions.

- e. The association may not be dissolved without the prior written consent of the Board of Aldermen.
- f. No portion of the association documents pertaining to the maintenance of private streets and alleys, and assessments therefore, may be amended without the written consent of the Board of Aldermen.

Section 4.4: Park Land & Public Facility Dedication

4.4 a. Areas for Public Use.

1. The applicant shall give consideration to suitable sites for parks, playgrounds and other areas for public use so as to conform with the recommendations of the Village's Park and Open Space Plan. Any provision for parks and public open space areas shall be indicated on the preliminary and final plat, and shall be subject to approval by the Board of Aldermen.
2. No individual, partnership, firm, or corporation shall deepen, widen, fill, reroute or change the course or location of any existing ditch, channel, stream or drainageway, without first obtaining written permission of the Village and any other agency having jurisdiction.

b. Park Land Dedication.

1. Any person, firm, or corporation offering a preliminary or final plat for development of any area zoned and to be used for single-family, duplex, or multi-family residential purposes within the Village shall include on such preliminary or final plat the dedication (to the Village of Salado) of land for public park purposes, calculated at the rate of not less than one (1) acre of park land per one hundred (100) ultimate units of such residential subdivision, and the buildable area of public parks shall not be smaller than five (5) acres in size.

The location and size of public parks within the Village shall be determined in all instances by the Board of Aldermen of the Village of Salado. That determination shall be based upon existing circumstances at the time, and shall be in accordance with the Park and Open Space Plan adopted by the Village.

2. The construction and final subdivision plat shall clearly show the area proposed to be dedicated as park land under the provisions of this Section. The Planning and Zoning Commission shall determine the numbers of persons per unit based upon data compiled by the Village of Salado, from time to time, in the update of its Park and Open Space Plan, which shall be reviewed and adjusted by the Board of Aldermen, as necessary, to reflect current figures.

The applicant has the duty to submit with the subdivision plat for a multi-family residential development information concerning the numbers of units, and should he or she fail to do so, the Commission shall make an assumption of the highest density that would be allowed in such multi-family residential district for the purposes of calculating park land requirements.

3. In instances where park land is unacceptable, unavailable, or unsuitable (i.e., developments resulting in less than 100 units) for park purposes, and subject to review by the Board of Aldermen, money in lieu of land shall be paid into a "park dedication fund" to be established by the Village of Salado. Such money shall be in the amount of two hundred dollars (\$200) per individual dwelling unit regardless of type, such as single-family, multi-family or other dwelling type.
4. The park dedication fund will be administered by the Board of Aldermen to best benefit the development, provided that the establishment of a park site shall be within the discretion of the Board of Aldermen. The money paid by the applicant will be expended on such park site(s) within ten (10) years from the date of final plat approval. All sums deposited to the fund shall be accounted for by the Village of Salado and expended for such purposes as land acquisition, construction of improvements, and purchase of equipment (at the Village's discretion) for a public park site that is located within the park service area(s) in which the subdivision depositing the funds is located. If such funds are not so expended within ten (10) years following final plat approval, the property owner shall be entitled to a refund of such funds, upon written request, less any amounts expended for such purposes.
5. The dedicated land required hereby shall be well-drained, relatively level in areas that are proposed for active park uses, and shall be suitable for appropriate recreational and leisure activities such as hiking, bicycling, picnicking and wildlife observance. All park land offered for dedication under this Section shall meet the requirements for location and for

physical land characteristics outlined in the Park and Open Space Plan. Areas having environmentally sensitive ecosystems, attractive views, topographical interest or unique natural features shall be preferred and encouraged for park land dedication. Areas which are relatively featureless, barren of natural trees and vegetative cover, and which are not physically attractive in some other way, may not be typically acceptable. Drainage areas may be accepted if the channel is to essentially remain in its natural state, and if any proposed pathways, landscaping, irrigation systems, and other improvements are constructed in accordance with Village standards and in keeping with the character of the area.

- c. **Public Park Access.** Park land shall be easily accessible for the public and open to public view so as to benefit area residents, enhance the visual character of the Village, protect public safety, and minimize conflicts with adjacent land uses. A proposed subdivision adjacent to a public park or open space area shall not be designed to restrict reasonable access or visibility into the park (for example, shall not have many lots backing to the park land). Street connections between residential neighborhoods shall be provided, wherever possible, to provide reasonable access to parks and open space areas. Proposed access and public availability, both physical and visual, of park land shall be approved by the Board of Aldermen.

V. IMPROVEMENTS REQUIRED PRIOR TO ACCEPTANCE OF SUBDIVISIONS BY THE VILLAGE OF SALADO

Section 5.1: Improvements, In General

- 5.1 a. The requirements of the Subdivision Ordinance as set forth below are designed and intended to ensure that, for all subdivisions of land within the scope of the Subdivision Ordinance, all improvements as required herein are installed properly and:
1. The Village can provide for the orderly and economical extension of public facilities and services;
 2. All parcels of land in the subdivision are useable for the intended purpose or are developable; and
 3. All required improvements are constructed in accordance with Village standards.
- b. Adequate Public Facilities Policy. The land to be divided or developed must be served adequately by essential public facilities and services. No subdivision shall be approved unless and until adequate public facilities exist or provision has been made for water facilities, wastewater facilities, drainage facilities, electricity and street facilities which are necessary to serve the development proposed, whether or not such facilities are to be located within the property being platted or off-site. This policy may be defined further and supplemented by other ordinances adopted by the Village. Wherever the subject property adjoins undeveloped land, or wherever required by the Village to serve the public good, utilities shall be extended to adjacent property lines to allow connection of these utilities by adjacent property owners when such adjacent property is platted and/or developed.
- c. Public improvements that are required by the Village of Salado for the acceptance of the subdivision by the Village shall include, but are not limited to, the following:
1. Water and wastewater facilities;
 2. Storm water drainage, collection and conveyance facilities;
 3. Water quality, erosion and sedimentation controls;
 4. Streets;
 5. Street lights;
 6. Street signs;
 7. Sidewalks on both sides of the street in both residential and nonresidential developments sidewalks shall include barrier-free ramps at street intersections and other appropriate locations, as well as root barriers if necessary due to the close proximity of trees;

-
8. Screening and/or retaining walls;
 9. Traffic control devices or treatments required as part of the project; and
 10. Appurtenances to the above, and any other public facilities required as part of the proposed subdivision.
- d. All aspects of the design and implementation of public improvements shall comply with the Village's current design standards and any other applicable Village codes and ordinances, including preparation and submittal of engineering plans and construction inspection. The construction of all of the improvements required in this Ordinance shall conform to the latest edition of the Village's TCSS, as may be amended, and to any other applicable Village standards.
 - e. Changes or Amendments to the TCSS and Other Construction or Design Documents. The Technical Construction Standards and Specifications (TCSS) will, from time to time, require revisions and updates to allow for changing construction technology. When changes are required, the TCSS may be amended by separate ordinance. It is the applicant's responsibility to be aware of, and to conform with, all TCSS requirements (including amendments) that are in place as of the time a complete development application for a construction plat (including required engineering/construction plans) is received by the Village.

Section 5.2: Monuments

- 5.2 a. In all subdivisions and additions, monuments shall be established at the corner of each block in the subdivision consisting of an iron rod or pipe not less than one-half inch (1/2") in diameter and eighteen inches (18") deep, and set flush with the top of the ground. Lot corner monuments shall be placed at all lot corners except corners which are also block corners, consisting of iron rods or pipes of a diameter of not less than one-half inch (1/2") and eighteen inches (18") deep, and set flush with the top of the ground. In addition, curve point markers shall be established of the same specifications as lot corners. Each block corner monument shall include a cap with the surveyor's name and registration number attached to it. All block corners shall be installed prior to the final review of the subdivision by the Village. Lot corners shall be installed prior to issuance of a building permit.
- b. A subdivision shall have at least two (2) concrete monuments set by the surveyor, if not already existing, for two corners of the subdivision, and such concrete monuments shall be located at opposite ends (or at widely separated corners) of the subdivision and clearly shown on the final plat prior to filing at the County. The final plat shall also show clear ties to existing concrete monuments in the vicinity of the subdivision. The design and installation of concrete monuments shall be in accordance with the Village's TCSS.

Agenda Item #5(J)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title:

DISCUSS AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A PROCLAMATION DECLARING MARCH 29TH AS ANNUALLY THE VILLAGE OF SALADO VIETNAM WAR VETERAN'S DAY.

VILLAGE OF SALADO



PROCLAMATION

WHEREAS, the Vietnam War was a long, costly and divisive conflict that pitted the communist government of North Vietnam against South Vietnam and its principal ally, the United States; and

WHEREAS, for almost two decades during the conflict, Americans raised their right hands and committed to serve and defend our Constitution as uniformed members of the United States Armed Forces during a time when opposition to the Vietnam War created a bitter division among Americans; and

WHEREAS, throughout the years of the Vietnam War, more than 3 million people were killed, including over 58,000 Americans, while 9 million Americans returned home with the title of United States Veteran. At the time of their return many of these veterans were not welcomed home or thanked for their service due to opposition to the war. That's why today and every day, we honor their bravery and commitment and give thanks to a generation of Americans who valiantly fought in service of their country; and

WHEREAS, the Village of Salado honors all those who served in the Vietnam War and recognizes the continued impact the conflict has on so many veterans and their families, caregivers, and survivors; and

WHEREAS, in 2012, our nation launched a 13-year-long commemoration of the 50th anniversary of the Vietnam War to ensure that every veteran, family, caregiver, and survivor impacted by the war knows and experiences our gratitude for their sacrifice.

NOW, THEREFORE, the Salado Board of Aldermen does hereby declare March 29th as

NATIONAL VIETNAM WAR VETERANS DAY

and commemorates the hardships and sacrifices of those who served and their families who supported them before, during, and after the war.

PROCLAIMED this 4th day of April, 2024.

Michael S. Coggin, Mayor

Agenda Item #5(K)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title:

DISCUSS AND POSSIBLE ACTION

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING RESOLUTION NO. 2024-03, A RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR REHABILITATION OF THE ROADWAY SURFACE ON ROYAL STREET BETWEEN MAIN STREET AND SMITH BRANCH ROAD, WITH PROJECT NAME: OV | ROYAL ST | SMITH BR RD | FM 2268.

RESOLUTION NUMBER: 2024-03

RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR REHABILITATION OF THE ROADWAY
SURFACE ON ROYAL STREET BETWEEN MAIN STREET AND SMITH BRANCH ROAD, WITH
PROJECT NAME: OV | ROYAL ST | SMITH BR RD | FM 2268

WHEREAS, on August 16, 2023, via Minute Order Number 116522, the Texas Transportation Commission authorized OV | ROYAL ST | SMITH BR RD | FM 2268 project (the "Project") to receive federal funds to rehabilitate the roadway surface on Royal Street between Main Street and Smith Branch Road and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the Village of Salado commits to provide the match. The local match is comprised of cash or obtainment of a loan; and

WHEREAS, the Village of Salado is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of Village of Salado desires to affirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO that the Village Administrator is hereby authorized to execute an AFA with TxDOT for this Project.

PASSED and APPROVED by majority vote of all members of the Board of Aldermen of the Village of Salado on the _____ day of _____, 2024.

Michael Coggin, P.E.
Mayor, Village of Salado

ATTEST:

Debra Bean, City Secretary

TxDOT:				Federal Highway Administration:	
CCSJ #	0909-36-183	AFA ID	Z00002959	CFDA No.	20.205
AFA CSJs	0909-36-183			CFDA Title	Highway Planning and Construction
District #	09-Waco	Code Chart 64#	37260		
Project Name	OV Royal St Smith Br Rd FM 2268			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
STP-MM Rehabilitation Project**

Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Village of Salado**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **rehabilitate existing roadway**. . The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **10/06/2022**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in

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Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government*	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **mill and overlay of the existing roadway, install ribbon curb, and sidewalk along Royal Street from Smith Branch Rd. to FM 2268.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

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successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds

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due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's

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construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local

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Government shall be responsible for securing any additional real property required for completion of the Project.

- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The

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separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Village of Salado ATTN: Village Administrator 301 N. Stagecoach Salado, TX. 76571	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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District #	09-Waco	Code Chart 64#	37260		
Project Name	OV Royal St Smith Br Rd FM 2268			<i>AFA Not Used For Research & Development</i>	

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for

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noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

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policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall

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complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if

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applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

Signature

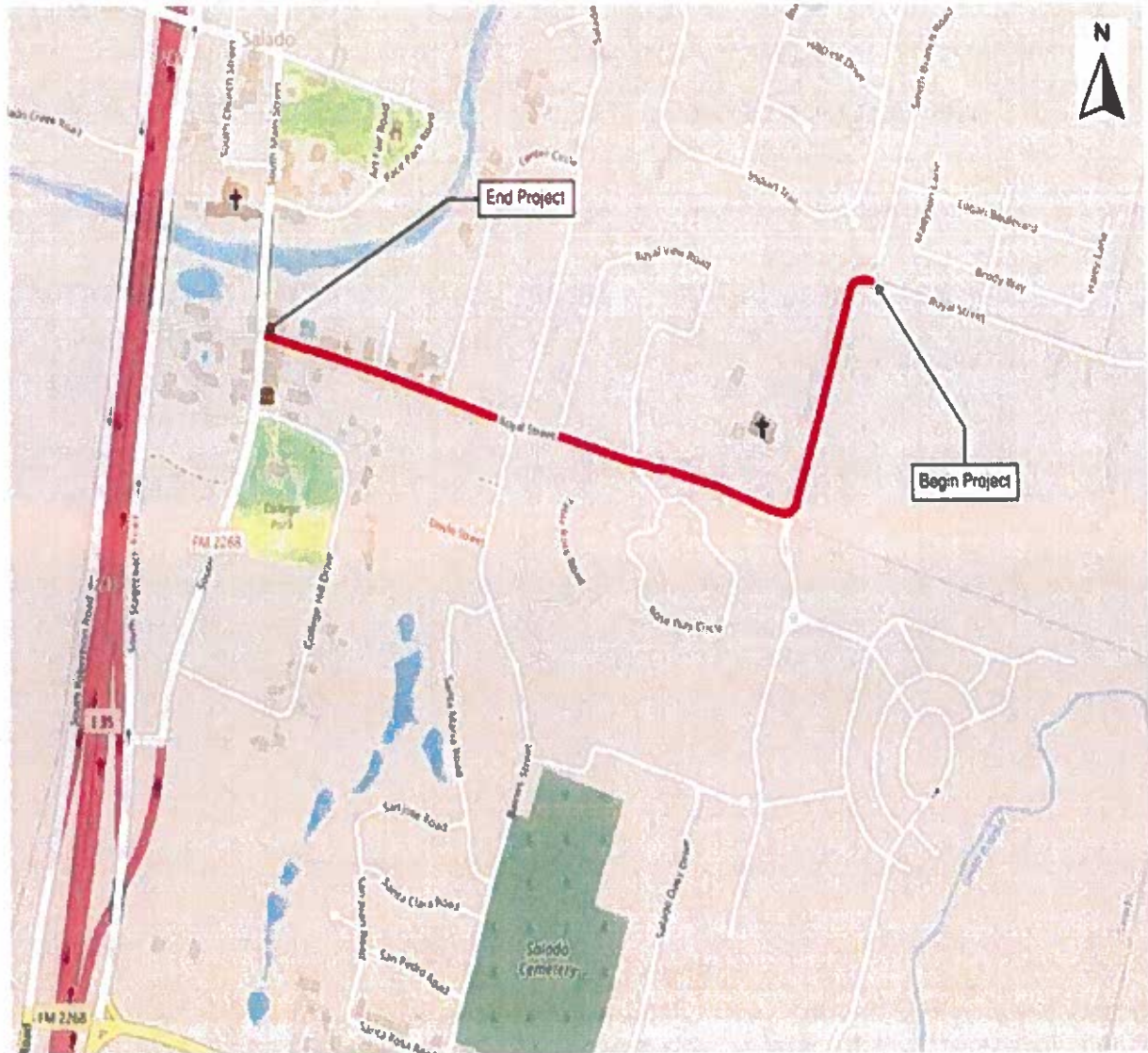
Manuel De La Rosa
Typed or Printed Name

Village Administrator
Typed or Printed Title

Date

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**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**



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ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$2,100,000.00	80%	\$1,680,000.00	0%	\$0	20%	\$420,000.00
Subtotal	\$2,100,000.00		\$1,680,000.00		\$0		\$420,000.00
Environmental Direct State Costs	\$5,040.00	0%	\$0	0%	\$0	100%	\$5,040.00
Right of Way Direct State Costs	\$1,680.00	0%	\$0	0%	\$0	100%	\$1,680.00
Engineering Direct State Costs	\$11,760.00	0%	\$0	0%	\$0	100%	\$11,760.00
Utility Direct State Costs	\$1,680.00	0%	\$0	0%	\$0	100%	\$1,680.00
Construction Direct State Costs	\$21,840.00	0%	\$0	0%	\$0	100%	\$21,840.00
Indirect State Costs	\$99,750.00	0%	\$0	100%	\$99,750.00	0%	\$0
TOTAL	\$2,241,750.00		\$1,680,000.00		\$99,750.00		\$462,000.00

- Initial payment by the Local Government to the State: \$20,160.00
- Payment by the Local Government to the State before construction: \$21,840.00
- Estimated total payment by the Local Government to the State \$42,000.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TxDOT:				Federal Highway Administration:	
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RESOLUTION NO. 2022-06

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, BELL COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ADVANCE FUNDING AGREEMENT (HEREINAFTER "AGREEMENT") FOR THE ROYAL STREET IMPROVEMENT PROJECT, BY AND BETWEEN THE VILLAGE OF SALADO, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Aldermen has been presented a proposed Advance Funding Agreement by and between the Village of Salado, Texas, and the State of Texas, acting by and through the Texas Department of Transportation, which provides funding for the rehabilitation of the roadway surface on Royal Street between Main Street and Smith Branch Road, in the Village of Salado, Bell County, Texas (CSJ 0909-36-183);

WHEREAS, the Board of Aldermen is of the opinion and finds that the Mayor should be authorized to execute an Advance Funding Agreement by and between the Village of Salado, Texas, and the State of Texas, acting by and through the Texas Department of Department of Transportation, which provides funding for the rehabilitation of the roadway surface on Royal Street between Main Street and Smith Branch Road, in the Village of Salado, Bell County, Texas (CSJ 0909-36-183), substantially in the form attached as Exhibit "A".

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

SECTION 1. An Advance Funding Agreement for the Royal Street Improvement Program, which provides funding for the rehabilitation of the roadway surface on Royal Street between Main Street and Smith Branch Road, in the Village of Salado, Bell County, Texas, is hereby approved, and the Mayor is hereby authorized to execute an Advance Funding Agreement by and between the Village of Salado, Texas and the State of Texas, acting by and through the Texas Department of Transportation, which provides funding for the rehabilitation of the roadway surface on Royal Street between Main Street and Smith Branch Road, in the Village of Salado, Bell County, Texas (CSJ 0909-36-183), substantially in the form attached as Exhibit "A", and any amendments thereto, including any related instruments) on behalf of the Village of Salado, Texas.

SECTION 2. This Resolution shall take effect immediately upon passage.

DULY PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, TEXAS, ON THIS THE 6TH DAY OF OCTOBER 2022.

APPROVED:

 Michael Coggin, Mayor

ATTEST:

 Cara McPartland, City Secretary



Agenda Item #5(L)



Date Submitted:

Agenda Date Requested: April 1, 2024

Project/Proposal Title:

DISCUSS AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A PETITION FROM JT CAROTHERS HOLDINGS LLC AND CAROTHERS PROPERTIES LTD TO RELEASE FROM THE VILLAGE OF SALADO'S EXTRATERRITORIAL JURISDICTION A 125.003 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 708 AND THE V.R. PALMER SURVEY, ABSTRACT NO. 662 AND THE H.W. HURD SURVEY, ABSTRACT NO. 398, ALL IN BELL COUNTY, TEXAS.

**PETITION FOR RELEASE FROM EXTRATERRITORIAL JURISDICTION
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 42**

March 22, 2024

To the Board of Aldermen of the Village of Salado:

JT CAROTHERS HOLDINGS, LLC and CAROTHERS PROPERTIES, LTD. are, collectively, the owner of the following property, currently located within the Village of Salado Extraterritorial Jurisdiction:

BEING a 125.003 acre tract of land more particularly described in Exhibit A.


Pursuant to Texas Local Government Code Chapter 42, Subchapter D, JT CAROTHERS HOLDINGS, LLC is filing this Petition to release the Property from the Village of Salado Extraterritorial Jurisdiction. This Petition has been signed by a majority in value of the holders of title of the Property as indicated by the tax rolls of the Bell County Tax Appraisal District.

After verification of this Petition by the City Secretary and notice as required by Section 42.105, the Village shall immediately release the area from its Extraterritorial Jurisdiction. If the Village fails to take action to release the Property, the Property will be released by operation of law as set forth in Section 42.105(d).

(Signature to follow)

Petitioner:

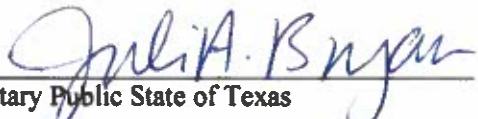
By JT CAROTHERS HOLDINGS, LLC,
A Texas Limited Liability Company

By: 
Jason T. Carothers, President

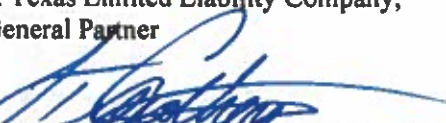
STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on March 22, 2024 by Jason T. Carothers, President of JT Carothers Holdings, LLC, a Texas limited liability company, on behalf of said company.




Notary Public State of Texas

CAROTHERS PROPERTIES, LTD.,
A Texas Limited Partnership
By J&J Carothers Enterprises, LLC,
A Texas Limited Liability Company,
General Partner

By: 
Jason T. Carothers, President

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on March 22, 2024, by Jason T. Carothers, in his capacity as President of J&J Carothers Enterprises, LLC, a Texas limited liability company, in its capacity as General Partner of Carothers Properties, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



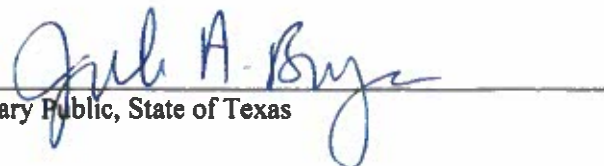

Notary Public, State of Texas

Exhibit A
[Metes and Bounds Description]

23-2429

BEING a 125.003 acre tract of land situated in the WILLIAM ROBERTS SURVEY, ABSTRACT No. 708 and the V. R. PALMER SURVEY, ABSTRACT No. 662 and the H. W. HURD SURVEY, ABSTRACT No. 398, all in Bell County, Texas and being all of that certain 93.941 acre tract of land described in a Warranty Deed with Vendor's Lien dated January 23, 2018 from William B. Pipes to J. T. Carothers Holdings, LLC and being of record in Document No. 2018003316, Official Public Records of Bell County, Texas and being all of that certain 27.500 acre tract of land described in a Warranty Deed with Vendor's Lien dated January 23, 2018 from WCB Properties, LLC a Texas limited liability company to J. T. Carothers Holdings, LLC, a Texas limited liability company and being of record in Document No. 2018003318, Official Public Records of Bell County, Texas and being all of that certain 9.778 acre tract of land described in a Warranty Deed with Vendor's Lien dated January 25, 2018 from Jerry Wayne Tucker and Sandi Shea Tucker to Carothers Properties, Ltd., a Texas limited partnership and being of record in Document No. 2018003329, Official Public Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation aluminum cap monument found being the southwest corner of the said 27.500 acre tract and being the northwest corner of the remainder of that certain 56 acre tract of land described in a Special warranty Deed dated January 26, 1984 from Farm Credit Bank of Texas to Alfred B. Gulnn and being of record in Volume 3101, Page 621, Official Public Records of Bell County, Texas and being in the east right-of-way line of South Interstate Highway No. 35 for corner;

THENCE N. 15° 46' 54" E., 777.58 feet departing the said remainder 56 acre tract and with the west boundary line of the said 27.500 acre tract and with the said east right-of-way line to a Texas Department of Transportation brass cap monument found being the northwest corner of the said 27.500 acre tract and being the southwest corner of that certain 21.343 acre tract of land described as TRACT TWO in a Special Warranty Deed with Vendor's Lien dated January 7, 2015 from William B. Pipes, Salado Wildfire, LLC a Texas limited liability company, Salado Wildfire I, LLC a Texas limited liability company and Salado Wildfire II, LLC a Texas limited liability company to Sanctuary Salado Investment II, LLC, a Texas limited liability company and being of record in Document No. 2015001732, Official Public Records of Bell County, Texas for corner;

THENCE departing the said east right-of-way line and with the north boundary line of the said 27.500 acre tract and with the south boundary line of the said 21.343 acre tract the following two (2) calls:

- 1) S. 73° 19' 36" E., 508.86 feet to a 1/2" iron rod with cap stamped "PAPB DAWSON" for corner;
- 2) S. 73° 20' 01" E., 1034.95 feet to a 1/2" iron rod found being the northeast corner of the said 27.500 acre tract and being the southeast corner of the said 21.343 acre tract and being in the west boundary line of the said 93.941 acre tract for corner;

THENCE departing the said 27.500 acre tract and with the west boundary line of the said 93.941 acre tract the following two (2) calls:

- 1) N. 16° 26' 39" E., 763.66 feet with the east boundary line of the said 21.343 acre tract to a 1/2" iron rod found being the northeast corner of the said 21.343 acre tract and being the southeast corner of that certain 26.674 acre tract of land described as TRACT ONE in said Document No. 2015001732 for corner;
- 2) N. 16° 51' 01" E., 496.55 feet departing the said 21.343 acre tract and with the east boundary line of the said 26.674 acre tract to a 1/2" iron rod with cap stamped "RPLS 2475" set being the westerly northwest corner of the said 93.941 acre tract and being the southwest corner of that certain Oak Park Subdivision according to the map or plat of record in Cabinet A, Slide 388-A, Plat Records of Bell County, Texas for corner;



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THENCE departing the said 26.674 acre tract and with the north and west boundary lines of the said 93.941 acre tract and with the south and east boundary lines of the said Oak Park Subdivision the following four (4) calls:

- 1) S. 77° 13' 06" E., 338.41 feet to a concrete monument found being the southeast corner of the said Oak Park Subdivision and being an interior ell corner of the said 93.941 acre tract for corner;
- 2) N.15°13'00" E., 318.87 feet to a 1/2" Iron rod with cap stamped "RPLS 2475" set for corner;
- 3) N. 15° 11' 45" E., 299.59 feet to a 1/2" iron rod with cap stamped "RPLS 2475" set for corner;
- 4) N. 15° 19' 30" E., 106.98 feet to a 1/2" Iron rod with cap stamped "RPLS 2475" set being the northeast corner of the said Oak Park Subdivision and being the northerly northwest corner of the said 93.941 acre tract and being in the south right-of-way line Farm-to-Market Highway No. 2268 for corner;

THENCE S. 73° 34' 04" E., 475.64 feet departing the said Oak Park Subdivision and with the north boundary line of the said 93.941 acre tract and with the said south right-of-way line to a 5/8" Iron rod with cap stamped "ACS" found being the northeast corner of the said 93.941 acre tract and being the northwest corner of that certain 1.04 acre tract of land described in a Warranty Deed with Vendor's Lien dated September 19, 1979 from Curtis Light and wife, Glenda Light to Bobby H. Fulford and wife, Patricia Fulford and being of record in Volume 1633, Page 497, Deed Records of Bell County, Texas for corner;

THENCE departing the said south right-of-way line and with the east boundary line of the said 93.941 acre tract the following two (2) calls:

- 1) S. 16° 29' 35" W., 1388.14 feet to a 1/2" iron rod found being the southwest corner of that certain Lot 3, Block 5 and being the northwest corner of Lot 4, said Block 5, Chisolm Trail, Phase I according to the map or plat of record in Cabinet A, Slide 55-C, Plat Records of Bell County, Texas for corner;
- 2) S. 16° 30' 44" W., 375.90 feet to a 1/2" Iron rod found being the southwest corner of Lot 6, said Block 5 and being the northwest corner of the said 9.778 acre tract for corner;

THENCE departing the said 93.941 acre tract and with the north boundary line of the said 9.778 acre tract and with the south boundary line of the said Chisolm Trail, Phase I the following four (4) calls:

- 1) S. 73° 28' 57" E., 124.95 feet to a 1/2" iron rod with cap stamped "RPLS 2475" set being the southeast corner of the said Lot 6, Block 5, Chisolm Trail, Phase I and being an interior ell corner of the said 9.778 acre tract for corner;
- 2) N. 16° 19' 40" E., 46.70 feet with the east boundary line of the said Lot 6, Block 5 to a 1/2" Iron rod found being an exterior ell corner of the said 9.778 acre tract and being the southwest corner of the right-of-way of Guess Drive for corner;
- 3) S. 74° 18' 11" E., 60.52 feet to a 1/2" Iron rod with cap stamped "RPLS 2475" set being the southeast corner of the said right-of-way and being the southwest corner of Lot 17, Block 1, said Chisolm Trail, Phase I for corner;
- 4) S. 73° 54' 08" E., 154.75 feet to a 1/2" iron rod with cap stamped "RPLS 2475" set being the northeast corner of the said 9.778 acre tract and being the southeast corner of Lot 17, Block 1, said Chisolm Trail, Phase I and being in the west boundary line of that certain 19.594 acre tract of land described in a Warranty Deed with Vendor's Lien dated March 15, 2019 from Bobby W. Collins, also known as Bobby Wilburn Collins to Teresa Lynn Swanson and being of record in



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Document No. 2019010474, Official Public Records of Bell County, Texas and being in the approximate center of Smith Branch for corner;

THENCE departing the said Chisolm Trail, Phase I and with the east boundary line of the said 9.778 acre tract and with the said west boundary line and with the said Smith Branch the following five (5) calls:

- 1) S. 22° 03' 07" W., 161.88 feet to a 1/2" iron rod with cap stamped "RPLS 2475" set for corner;
- 2) S. 12° 47' 42" W., 78.45 feet to a 1/2" iron rod with cap stamped "RPLS 2475" set for corner;
- 3) S. 10° 19' 29" E., 54.12 feet to a 1/2" iron rod with cap stamped "RPLS 2475" set for corner;
- 4) S. 13° 06' 17" E., 101.91 feet to a 1/2" iron rod with cap stamped "RPLS 2475" set for corner;
- 5) S. 33° 07' 32" E., 111.49 feet to a 1/2" iron rod with cap stamped "RPLS 2475" set being the southeast corner of the said 9.778 acre tract and being the northeast corner of that certain 6.194 acre tract of land described in a General Warranty Deed with Vendor's Lien dated November 10, 2020 from Carothers Properties, Ltd., a Texas limited partnership to Terri Best and being of record in Document No. 2020063568, Official Public Records of Bell County, Texas for corner;

THENCE departing the said Smith Branch and the said west boundary line and with the south boundary line of the said 9.778 acre tract and with the north boundary line of the said 6.194 acre tract the following two (2) calls:

- 1) N. 73° 33' 39" W., 434.14 feet to a 1/2" iron rod with cap stamped "QUICK INC." found being at the beginning of a curve to the right having a radius equals 325.00 feet, chord bearing equals S. 73° 29' 28" W., 66.64 feet for corner;
- 2) 66.76 feet along the arc of said curve to the right to a 1/2" iron rod found being the southwest corner of the said 9.778 acre tract and being the northwest corner of the said 6.194 acre tract and being in the east boundary line of the said 93.941 acre tract for corner;

THENCE departing the said 9.778 acre tract and with the east boundary line of the said 93.941 acre tract the following two (2) calls:

- 1) S. 16° 32' 17" W., 2249.50 feet to a 1/2" iron rod found being the southwest corner of that certain Lot 2 and the northwest corner of Lot 1, Replat No. 1 of Blaylock Ranch Estates according to the map or plat of record in Cabinet C, Slide 100-A, Plat Records of Bell County, Texas for corner;
- 2) S. 16° 26' 28" W., 1007.52 feet to a concrete monument found being the southeast corner of the said 93.941 acre tract and being the southwest corner of the said Lot 1, Replat No. 1 of Blaylock Ranch Estates and being in the north boundary line of that certain 208.378 acre tract of land described in a Warranty Deed dated August 30, 2018 from Dana L. Eddleman to John H. Shale and being of record in Document No. 2018036810, Official Public Records of Bell County, Texas for corner;

THENCE N. 73° 42' 58" W., 782.81 feet departing the said Lot 1 and with the south boundary line of the said 93.941 acre tract and with the said north boundary line to a 1/2" iron rod with cap stamped "RPLS 2475" set being the southwest corner of the said 93.941 acre tract and being in the east boundary line of that certain 45.76 acre tract of land described in a Statutory Correction Affidavit dated March 6, 2019 from mark Pollack and Penny Pollack to Salado Airport, L.L.C., a Texas Limited Liability Company and being of record in Document No. 2019015599, Official Public Records of Bell County, Texas for corner;



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THENCE N. 16° 12' 04" E., 2674.84 feet departing the said 208.378 acre tract and with the west boundary line of the said 93.941 acre tract and with the east boundary line of the said 45.76 acre tract to a 1/2" iron rod found being the northeast corner of the said 45.76 acre tract and being the southeast corner of the said 27.500 acre tract for corner;

THENCE departing the said 93.941 acre tract and with the south boundary line of the said 27.500 acre tract and with the north boundary line of the said 45.76 acre tract and continuing with the north boundary line of the aforementioned remainder 56 acre tract the following three (3) calls:

- 1) N. 73° 14' 12" W., 461.74 feet to a 1/2" iron rod with cap stamped "PAPE DAWSON" found for corner;
- 2) N. 73° 23' 29" W., 719.76 feet to a 1/2" iron rod with cap stamped "RPLS 2475" set for corner;
- 3) N. 73° 15' 38" W., 354.06 to the point of BEGINNING and containing 125.003 acres of land.

I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of the measurements made on the ground.

Michael E. Alvis
Michael E. Alvis, RPLS#5402
January 10, 2024



Bearing base: Texas State Plain Coordinate System (NAD 1983) as determined by G.P.S. observation.



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LOCAL GOVERNMENT CODE

TITLE 2. ORGANIZATION OF MUNICIPAL GOVERNMENT

SUBTITLE C. MUNICIPAL BOUNDARIES AND ANNEXATION

CHAPTER 42. EXTRATERRITORIAL JURISDICTION OF MUNICIPALITIES

SUBCHAPTER D. RELEASE OF AREA BY PETITION OF LANDOWNER OR
RESIDENT FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.101. APPLICABILITY. This subchapter does not apply to an area located:

(1) within five miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted;

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.102. AUTHORITY TO FILE PETITION FOR RELEASE. (a) A resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

(b) The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.103. APPLICABILITY OF OTHER LAW. Chapter 277, Election Code, applies to a petition requesting removal under this subchapter.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.104. PETITION REQUIREMENTS. (a) A petition requesting release under this subchapter must be signed by:

(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or

(2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.

(b) A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date the first signature for the petition is obtained.

(c) A signature collected under this section must be in writing.

(d) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

- (1) metes and bounds; or
- (2) lot and block number, if there is a recorded map or plat.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.105. RESULTS OF PETITION. (a) A petition requesting removal under this subchapter shall be verified by the municipal secretary or other person responsible for verifying signatures.

(b) The municipality shall notify the residents and landowners of the area described by the petition of the results of the petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.102.

(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(d) If a municipality fails to take action to release the area under Subsection (c) by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

(e) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be

included in the municipality's extraterritorial jurisdiction or corporate boundaries.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

