

*Village  
Of  
Salado*



**REGULAR BOARD OF ALDERMEN**  
**MEETING SALADO MUNICIPAL BUILDING**  
**301 N. STAGECOACH, SALADO, TEXAS**  
**May 2, 2024, 6:30 P.M.**

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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](https://www.youtube.com/@VillageofSalado)**



*Join the meeting 5 minutes before posted start time.*

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**AGENDA**

<b><u>CALL TO ORDER</u></b>	<b>May 2, 2024, AT 6:30 P.M.</b>
<b><u>CALL OF ROLL</u></b>	<b>VILLAGE SECRETARY</b>
<b><u>INVOCATION</u></b>	<b>MAYOR MICHAEL COGGIN</b>

## **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. RECOGNITION**

- (A) RECOGNITION OF SGT. CHRISTOPHER DUNSHIE

### **3. CONSENT AGENDA**

- (A) MINUTES OF APRIL 18, 2024, REGULAR BOARD OF ALDERMAN MEETING.
- (B) REVISED MINUTES OF APRIL 4, 2024, REGULAR BOARD OF ALDERMAN MEETING.
- (C) PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION FROM ROCKET POINT LLC, QUEST TRUST COMPANY, PROPERTY ID 516467, THE GOVERNING BODY APPROVES TO RELEASE THE PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE VILLAGE OF SALADO. LEGAL DESCRIPTION: BEING A 61.500 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH ATKINS SURVEY, ABSTRACT NO. 27, BELL COUNTY, TEXAS; SAID 61.500 ACRE TRACT, BEING A PORTION OF THAT CALLED 167.572 ACRE TRACT OF LAND RECORDED IN VOLUME 4312, PAGE 747, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.
- (D) PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION FROM ROCKET POINT LLC, QUEST TRUST COMPANY, PROPERTY ID 516468, THE GOVERNING BODY APPROVES TO RELEASE THE PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE VILLAGE OF SALADO. LEGAL DESCRIPTION: BEING A 50.500 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH ATKINS SURVEY, ABSTRACT NO. 27, BELL COUNTY, TEXAS; SAID 50.500 ACRE TRACT, BEING A

PORTION OF THAT CALLED 167.572 ACRE TRACT OF LAND RECORDED IN VOLUME 4312, PAGE 747, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.

- (E) PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION FROM QUEST TRUST COMPANY, PROPERTY ID 516469, THE GOVERNING BODY APPROVES TO RELEASE THE PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE VILLAGE OF SALADO. LEGAL DESCRIPTION: BEING A 41.000 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH ATKINS SURVEY, ABSTRACT NO. 27, BELL COUNTY, TEXAS; SAID 41.000 ACRE TRACT, BEING A PORTION OF THAT CALLED 167.52 ACRE TRACT OF LAND RECORDED IN VOLUME 4312, PAGE 747, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.
- (F) PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION FROM YUPEL LLC, PROPERTY ID 56897, THE GOVERNING BODY APPROVES TO RELEASE THE PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE VILLAGE OF SALADO. LEGAL DESCRIPTION: BEING A 14.484 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH ATKINS SURVEY, ABSTRACT NO. 27, BELL COUNTY, TEXAS; SAID 14.484 ACRE TRACT, BEING A PORTION OF THAT CALLED 167.572 ACRE TRACT OF LAND RECORDED IN VOLUME 4312, PAGE 747, OFFICIALLY PUBLIC RECORDS, BELL COUNTY, TEXAS.

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

5. **STATUS REPORTS**

- (A) VILLAGE ADMINISTRATOR'S REPORT
- (B) SALADO POLICE CHIEF STATUS REPORT
  - CALLS FOR SERVICE REPORT
  - LICENSE PLATE READER PROGRAM UPDATE

6. **DISCUSSION AND POSSIBLE ACTION**

- (A) CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NUMBER 2024-02, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, PROVIDING FOR THE INSTALLATION OF STOP SIGNS AT THE INTERSECTION OF SMITH BLUFF ROAD AND SMITH BLUFF WAY, CREATING AN ALL-WAY STOP; AND INCLUDING THE FOLLOWING:

FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

- (B) CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NUMBER 2024-03, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS GRANTING MUSTANG SPRINGS UTILITY, LLC CERTAIN POWERS, LICENSES, PRIVILEGES AND FRANCHISE TO OPERATE AND MAINTAIN A WATER UTILITY SYSTEM WITHIN THE VILLAGE; TO USE THE STREETS, AVENUES, EASEMENTS, RIGHT-OF-WAY, ALLEYS, HIGHWAYS, SIDEWALKS, AND BRIDGES IN SAID VILLAGE; PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS; PROVIDING FOR THE PAYMENT TO THE VILLAGE OF A PERCENTAGE OF ITS TOTAL BILLED WATER USAGE; PROVIDING FOR ACCEPTANCE; AND PROVIDING FOR CERTAIN RELATED MATTERS.
- (C) CONSIDERATION AND POSSIBLE ACTION ON APPROVING AMENDMENT #3 TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES WITH OPERATIONS MANAGEMENT INTERNATIONAL, INC., FOR THE PERIOD OF APRIL 1, 2024, THROUGH MARCH 31, 2025.

7. **EXECUTIVE SESSION**

8. **DISCUSSION AND POSSIBLE ACTION ON ITEMS FROM EXECUTIVE SESSION**

**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 April 26, 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 29, 2024

Project/Proposal Title:

RECOGNITION

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

Project/Proposal Summary:

RECOGNITION OF SGT. CHRISTOPHER DUNSHIE

# Agenda Item #3(A) & 3(B)



Date Submitted:

Agenda Date Requested: April 29, 2024

Project/Proposal Title:

CONSENT AGENDA

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

Project/Proposal Summary:

A) MINUTES OF APRIL 18, 2024, REGULAR BOARD OF ALDERMAN MEETING.

B) REVISED MINUTES OF APRIL 4, 2024, REGULAR BOARD OF ALDERMAN MEETING.

# Agenda Item #3(C) - 3(F)



Date Submitted:

Agenda Date Requested: April 29, 2024

Project/Proposal Title:

CONSENT AGENDA

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

## Project/Proposal Summary:

- C) PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION FROM ROCKET POINT LLC, QUEST TRUST COMPANY, PROPERTY ID 516467, THE GOVERNING BODY APPROVES TO RELEASE THE PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE VILLAGE OF SALADO. LEGAL DESCRIPTION: BEING A 61.500 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH ATKINS SURVEY, ABSTRACT NO. 27, BELL COUNTY, TEXAS; SAID 61.500 ACRE TRACT, BEING A PORTION OF THAT CALLED 167.572 ACRE TRACT OF LAND RECORDED IN VOLUME 4312, PAGE 747, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.
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February 19, 2024

Joshua Katz  
City of Salado, City Attorney  
301 N. Stagecoach Road  
Salado, Texas 76571

*Via email: jkatz@bickerstaff.com*

Re: Petition for Release from the Extraterritorial Jurisdiction of the City of Salado

Dear Mr. Katz,

1. Rocket Point LLC, Quest Trust Company FBO Peter Herzog IRA #2575225, and Quest Trust Company FBO Kejda Herzog IRA# 2575325 (“Owners”) file this Petition pursuant to TEX. LOC. GOV’T CODE § 42.102.
2. Rocket Point LLC, Quest Trust Company FBO Peter Herzog IRA #2575225, and Quest Trust Company FBO Kejda Herzog IRA# 2575325 own property within the extraterritorial jurisdiction of the City of Salado located at Armstrong Road, Salado, Texas 76571, PID 516467 (the “Property”). *See* Exhibit A (Deed and Property Map).
3. Owners hereby Petition the City of Salado to release of Owners’ Property from its extraterritorial jurisdiction.
4. Pursuant to TEX. LOC. GOV’T CODE § 42.102, an owner or owners of majority in value of an area in a municipality’s extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner’s property in question meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101 and the petition requirements of TEX. LOC. GOV’T CODE § 42.104.
5. Owners’ Property meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101.
6. As set forth in Exhibit B, Affidavits of Owners, and as set forth in TEX. LOC. GOV’T CODE § 42.101, the undersigned swear that the Property is not:
  - (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV’T CODE § 43.0117, at which an active training program is conducted;

# COBB & JOHNS

- (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 TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and
    - (B) in a county with a population of more than 2 million;
  - (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or
  - (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.
7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.
  8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owners' collective value in the Property constitute more than 50% of the value of the Property, as indicated by the tax rolls of the Bell Central Appraisal District.
  9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.
  10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.
  11. This Petition contains, in addition to the signature:
    - (A) the signer's printed name;
    - (B) the signer's:
      - (i) date of birth; or
      - (ii) voter registration number and,

- (iii) county of registration;
  - (C) the signer's residence address; and
  - (D) the date of signing.
12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owners filing this Petition satisfied the signature requirement within 180 days after the date the first signature for the Petition was obtained.
  13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.
  14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released in Exhibit A, which describes 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. Exhibit A also includes a map of the land to be released.
  15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owners, who filed this Petition under Section 42.102.
  16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owners have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the extraterritorial jurisdiction of the City of Salado, the City must immediately release the area—Owners' Property—from the City's extraterritorial jurisdiction.
  17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owners' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owners' Property—is released by operation of law.

# COBB & JOHNS

OWNER NAME: ROCKET POINT LLC

By: Jorge Marciel  
Printed Name

Its: Manager  
Title

  
Signature

12/3/1980  
Date of birth

751190291  
Voter registration number

St. Louis  
Voter county of registration

8155 Kingsbury Blvd  
Residence address St Louis MO 63105

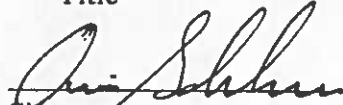
3/19/2024  
Date of signing

# COBB & JOHNS

OWNER NAME: QUEST TRUST COMPANY FBO  
PETER HERZOG IRA #2575225 AND QUEST TRUST  
COMPANY FBO KEJDA HERZOG IRA# 2575325

By: Aric W. Schluer  
Printed Name

Its: Special Services Supervisor  
Title

  
Signature

READ AND APPROVED BY PETER HERZOG

08-03-1978  
Date of birth

1132337626  
Voter registration number

TRAVIS  
Voter county of registration

1702 Interurban Drive  
Residence address Austin TX 78746

4/8/24  
Date of signing

# COBB & JOHNS

READ AND APPROVED BY KEJDA HERZOG

Kejda Herzog  
Signature

05-13-1978  
Date of birth

1176361720  
Voter registration number

Travis  
Voter county of registration

1702 Interwail Drive  
Residence address Astoria TX 78741

4/8/24  
Date of signing

**EXHIBIT A**  
**DEED AND PROPERTY MAP**

## General Warranty Deed

### NOTICE OF CONFIDENTIALITY RIGHTS

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.**

**Date:** September 28, 2022

**Grantor:** Nelson W. Jones Family Limited Partnership

**Grantor's Mailing Address:** 107 Chapman Circle, Waxahachie, Texas 75165

**Grantee:** Rocket Point LLC (as to an undivided 50% interest) and Quest Trust Company FBO Peter Herzog IRA #2575225 (as to an undivided 20% interest) and Quest Trust Company FBO Kejda Herzog IRA# 2575325 (as to an undivided 30% interest)

**Grantee's Mailing Address:** 1702 Intervail Dr., Austin, TX 78746

**Consideration:** Cash and other good and valuable consideration.

**Property (Including any Improvements):**

The Property is located in Bell County, Texas, and is more particularly described in Exhibit A attached to this document and incorporated by reference.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the



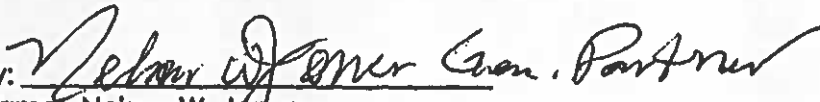
Property; standby fees, taxes, and assessments by any taxing authority for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee also assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor warrants that Grantor owns and has legal and equitable title to all of the Property in fee simple, has the right to convey the Property, and binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

**NOTICE:** This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of Doma or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the Grantor, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

Nelson W. Jones Family Limited Partnership

By:   
Name: Nelson W. Jones  
Title: General Partner

State of Texas  
County of Ellis

This document was acknowledged before me on September 22, 2022 by Nelson W. Jones, General Partner of Nelson W. Jones Family Limited Partnership, on behalf of the \_\_\_\_\_ limited partnership.

Heath Michael Cary  
Notary Public, State of Texas

Prepared By:  
Hancock McGill & Bleau, L.L.P.  
Attorneys at Law  
File No. 14665-22-05184-FW



After Recording Return To:

Doma Insurance Agency of Texas, Inc.  
1 Chisolm Trail  
Suite 3100  
Round Rock, TX 78681

**EXHIBIT A  
LEGAL DESCRIPTION**

**BEING A 61.500 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH ATKINS SURVEY, ABSTRACT NO. 27, BELL COUNTY, TEXAS; SAID 61.500 ACRE TRACT, BEING A PORTION OF THAT CALLED 167.572 ACRE TRACT OF LAND RECORDED IN VOLUME 4312, PAGE 747, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 61.500 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING at a 2-7/8" metal pipe fence post located for the northeast corner of said 167.572 acre tract, the southeast corner of that called 153.216 acre tract of land recorded in Volume 2881, Page 214, Official Public Records, Bell County, Texas, being in a northwest line of that called 48.90 acre tract of land recorded in Volume 4036, Page 156, Official Public Records, Bell County, Texas, said point being the northeast corner of the herein described tract of land;**

**1. Thence, with a southeast line of said 167.572 acre tract, a northwest line of said 48.90 acre tract, S 17° 18' 34" W, a distance of 2067.39', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in a southeast line of said 167.572 acre tract, a northwest line of that called 14.68 acre tract of land recorded in Volume 782, Page 135, Deed Records, Bell County, Texas, said point being the southeast corner of the herein described tract of land which bears N 17° 18' 34" E, a distance of 120.74' from a 10" pine fence post located for the southwest corner of said 14.68 acre tract;**

**2. Thence, across said 167.572 acre tract, N 73° 43' 04" W, a distance of 2360.69', to a 1/2" Iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the southeast right-of-way line of Armstrong Road, a northwest line of said 167.572 acre tract, said point being the southwest corner of the herein described tract of land which bears N 16° 16' 56" E, a distance of 1043.52' from a 1/2" iron rod located for the southwest corner of said 167.572 acre tract;**

**3. Thence, with the southeast right-of-way line of Armstrong Road, a northwest line of said 167.572 acre tract, N 16° 16' 56" E, a distance of 100.00' (Record: N 19° 00' 00" E), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the southeast right-of-way line of Armstrong Road, a northwest line of said 167.572 acre tract, said point being an exterior corner of the herein described tract of land which bears S 16° 16' 56" W, a distance of 1248.05' from a 6" cedar fence post located for an angle point of said 167.572 acre tract;**

**Thence, departing the southeast right-of-way line of Armstrong Road, across said 167.572 acre tract, the following two (2) courses and distances:**

**4. S 73° 43' 04" E, a distance of 1132.84', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an interior corner of the herein described tract of land;**

**5. N 16° 16' 56" E, a distance of 1950.07', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in a northeast line of said 167.572 acre tract, a southwest line of said 153.216 acre tract, said point being an exterior corner of the herein described tract of land which bears S 74° 34' 23" E, a distance of 1133.68' from a 2-7/8" metal pipe fence post located in the southeast right-of-way line of Armstrong Road for the northwest corner of said 167.572 acre tract;**

**6. S 74° 34' 23" E, a distance of 62.66' (Record: S 71° 47' 19" E), to a 2-7/8" metal pipe fence post located for an angle point of the herein described tract of land;**

**7. S 74° 28' 57" E, a distance of 1202.38' (Record: S 71° 40' 33" E, a distance of 1202.51'), to the POINT OF BEGINNING containing 61.500 acres of land.**

**The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.**



Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513

Instrument Number: 2022061577

As  
DEED

Recorded On: October 04, 2022

Parties: NELSON W JONES FAMILY LIMITED PARTNERSHIP

To ROCKET POINT LLC

Comment:

Billable Pages:  
Number of Pages:

( Parties listed above are for Clerks' reference only )

**\*\* Examined and Charged as Follows \*\***

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$17.00
<b>Total Fees:</b>	<b>\$23.00</b>

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information**

Instrument Number: 2022061577  
Receipt Number: 308676  
Recorded Date/Time: 10/04/2022 8:10:09 AM  
User / Station: zbranead - BCCCD0642

**Record and Return To:**

Doma Local TX



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston  
Bell County Clerk



6773

Parcels: ROCKET POINT LLC ETAL

[2023 Property Detail Information](#)

[2022 Property Detail Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 516467

Legal Acreage: 61.50

GEO ID: 0469300400

Legal Description: A0027BC J ATKINS, 7, ACRES 61.500

Tract or Lot:

Abstract Subdivision Code: A0027BC

Block:

Neighborhood Code: LSALSARURE

School District: CCAL

[Zoom to](#)



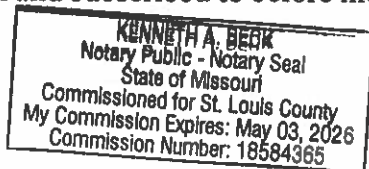
**EXHIBIT B**  
**AFFIDAVIT OF JORGE ARMANDO MARCIAL IN SUPPORT OF**  
**PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE**  
**CITY OF SALADO**


Before me, the undersigned authority, on this day personally appeared, Jorge Armando Marcial, who under oath stated as follows:

1. My name is Jorge Armando Marcial. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. As the sole member of Rocket Point LLC I am authorized to submit this Petition on its behalf.
3. Rocket Point LLC is a property owner in the extraterritorial jurisdiction of the City of Salado. Its property is located at the following address: Armstrong Road, Salado, Texas 76571, PID 516467 (the "Property").
4. There are 3 owners of the Property: Rocket Point LLC, Quest Trust Company FBO Peter Herzog IRA #2575225, and Quest Trust Company FBO Kejda Herzog IRA# 2575325. Rocket Point LLC owns 50% of the interest in the Property.
5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by Tex. Loc. Gov't Code § 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 Tex. Loc. Gov't Code § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under Tex. Loc. Gov't Code § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under Tex. Loc. Gov't Code § 43.0751.
6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.
7. I swear that I satisfied the signature requirement of Tex. Loc. Gov't Code § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

  
\_\_\_\_\_  
Jorge Armando Marcial

Sworn and subscribed to before me on this the 19<sup>TH</sup> day of ~~February~~ <sup>MARCH</sup>, 2024.



  
\_\_\_\_\_  
Notary Public in and for the State of ~~Texas~~

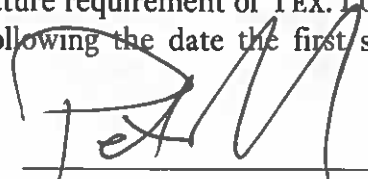
© Cobb & Johns PLLC

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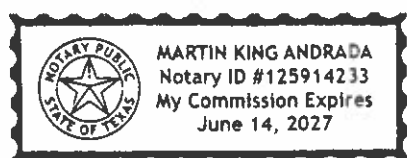
**AFFIDAVIT OF PETER HERZOG IN SUPPORT OF  
PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE  
CITY OF SALADO**


Before me, the undersigned authority, on this day personally appeared, Peter Herzog, who under oath stated as follows:

1. My name is Peter Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. I am the beneficiary of Quest Trust Company FBO Peter Herzog IRA #2575225.
3. Quest Trust Company FBO Peter Herzog IRA #2575225 is a property owner in the extraterritorial jurisdiction of the City of Salado. Its property is located at the following address: Armstrong Road, Salado, Texas 76571, PID 516467 (the "Property").
4. There are 3 owners of the Property: Rocket Point LLC, Quest Trust Company FBO Peter Herzog IRA #2575225, and Quest Trust Company FBO Kejda Herzog IRA# 2575325. Quest Trust Company FBO Peter Herzog IRA #2575225 owns 20% of the interest in the Property.
5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 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 TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.
6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.
7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

  
\_\_\_\_\_  
Peter Herzog

Sworn and subscribed to before me on this the 8<sup>th</sup> day of ~~February~~<sup>April</sup>, 2024.

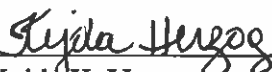


  
\_\_\_\_\_  
Notary Public in and for the State of Texas

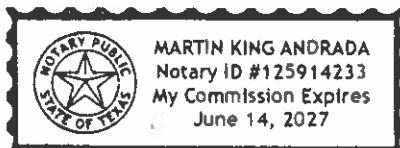
**AFFIDAVIT OF KEJDA X. HERZOG IN SUPPORT OF  
PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE  
CITY OF SALADO**


Before me, the undersigned authority, on this day personally appeared, Kejda X. Herzog, who under oath stated as follows:

1. My name is Kejda X. Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. I am the beneficiary of Quest Trust Company FBO Kejda Herzog IRA# 2575325.
3. Quest Trust Company FBO Kejda Herzog IRA# 2575325 is a property owner in the extraterritorial jurisdiction of the City of Salado. Its property is located at the following address: Armstrong Road, Salado, Texas 76571, PID 516467 (the "Property").
4. There are 3 owners of the Property: Rocket Point LLC, Quest Trust Company FBO Peter Herzog IRA #2575225, and Quest Trust Company FBO Kejda Herzog IRA# 2575325. Quest Trust Company FBO Kejda Herzog IRA# 2575325 owns 30% of the interest in the Property.
5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 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 TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.
6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.
7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

  
\_\_\_\_\_  
Kejda X. Herzog

Sworn and subscribed to before me on this the 8<sup>th</sup> day of ~~February~~<sup>Apr. 1</sup>, 2024.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

© Cobb & Johns PLLC



February 19, 2024

Joshua Katz  
City of Salado, City Attorney  
301 N. Stagecoach Road  
Salado, Texas 76571

*Via email: jkatz@bickerstaff.com*

Re: Petition for Release from the Extraterritorial Jurisdiction of the City of Salado

Dear Mr. Katz,

1. Rocket Point LLC and Kalama Enterprises LLC (“Owners”) file this Petition pursuant to TEX. LOC. GOV’T CODE § 42.102.
2. Rocket Point LLC and Kalama Enterprises LLC own property within the extraterritorial jurisdiction of the City of Salado located at Armstrong Road, Salado, Texas 76571, PID 516468 (the “Property”). *See* Exhibit A (Deed and Property Map).
3. Owners hereby Petition the City of Salado to release of Owners’ Property from its extraterritorial jurisdiction.
4. Pursuant to TEX. LOC. GOV’T CODE § 42.102, an owner or owners of majority in value of an area in a municipality’s extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner’s property in question meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101 and the petition requirements of TEX. LOC. GOV’T CODE § 42.104.
5. Owners’ Property meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101.
6. As set forth in Exhibit B, Affidavits of Owners, and as set forth in TEX. LOC. GOV’T CODE § 42.101, the undersigned swear that the Property is not:
  - (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV’T CODE § 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 TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and
    - (B) in a county with a population of more than 2 million;
  - (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or
  - (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.
7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.
8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owners' collective value in the Property constitute more than 50% of the value of the Property, as indicated by the tax rolls of the Bell Central Appraisal District.
9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.
10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.
11. This Petition contains, in addition to the signature:
- (A) the signer's printed name;
  - (B) the signer's:
    - (i) date of birth; or
    - (ii) voter registration number and,
    - (iii) county of registration;
  - (C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owners filing this Petition satisfied the signature requirement within 180 days after the date the first signature for the Petition was obtained.
13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signatures collected under this section are in writing.
14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released in Exhibit A, which describes 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. Exhibit A also includes a map of the land to be released.
15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owners, who filed this Petition under Section 42.102.
16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owners have obtained the number of signatures on the Petition required under Section 42.104 to release the area from the extraterritorial jurisdiction of the City of Salado, the City must immediately release the area—Owners' Property—from the City's extraterritorial jurisdiction.
17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owners' Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owners' Property—is released by operation of law.

# COBB & JOHNS

OWNER NAME: ROCKET POINT LLC

By: Jorge Marcial  
Printed Name

Its: Manager  
Title

[Signature]  
Signature

12/3/1980  
Date of birth

751190291  
Voter registration number

St. Louis  
Voter county of registration

8155 Kingsbury Blvd  
Residence address St Louis MO 63115

3/19/2024  
Date of signing

# COBB & JOHNS

OWNER NAME: KALAMA ENTERPRISES LLC

By: KEJDA HEZOG  
Printed Name

Its: MANAGER  
Title

Kyda Herzog  
Signature

05-13-1978  
Date of birth

1176361720  
Voter registration number

TRAVIS  
Voter county of registration

1702 Interval Drive  
Residence address Ashburn VA 20148

4/8/24  
Date of signing

**EXHIBIT A**  
**DEED AND PROPERTY MAP**

**General Warranty Deed**

14665-22-05185

**NOTICE OF CONFIDENTIALITY RIGHTS**

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.**

**Date:** September 28, 2022

**Grantor:** Nelson W. Jones Family Limited Partnership

**Grantor's Mailing Address:** 107 Chapman Circle, Waxahachie, Texas 75165

**Grantee:** Rocket Point, LLC (as to an undivided 50% interest) and Kalama Enterprises LLC (as to an undivided 50% interest)

**Grantee's Mailing Address:** 1102 Interval Dr. Austin, TX 78746

**Consideration:** Cash and other good and valuable consideration.

**Property (including any improvements):**

The Property is located in Bell County, Texas, and is more particularly described in Exhibit A attached to this document and incorporated by reference.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any taxing authority for the current

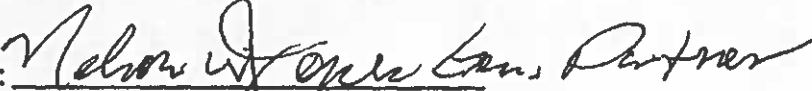
year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee also assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor warrants that Grantor owns and has legal and equitable title to all of the Property in fee simple, has the right to convey the Property, and binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

**NOTICE:** This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of Doma or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the Grantor, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

Nelson W. Jones Family Limited Partnership

By:   
Name: Nelson W. Jones  
Title: General Partner

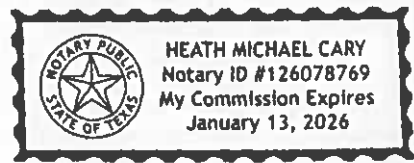


State of Texas  
County of Ellis

This document was acknowledged before me on September 28, 2022 by Nelson W. Jones, General Partner of Nelson W. Jones Family Limited Partnership, on behalf of the \_\_\_\_\_ limited partnership.

Heath Michael Cary  
Notary Public, State of Texas

Prepared By:  
Hancock McGill & Bleau, L.L.P.  
Attorneys at Law  
File No. 14665-22-05185-FW



After Recording Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

) )  
) )

**EXHIBIT A  
LEGAL DESCRIPTION**

BEING A 50.500 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH ATKINS SURVEY, ABSTRACT NO. 27, BELL COUNTY, TEXAS; SAID 50.500 ACRE TRACT, BEING A PORTION OF THAT CALLED 167.572 ACRE TRACT OF LAND RECORDED IN VOLUME 4312, PAGE 747, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 50.500 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 2-7/8" metal pipe fence post located in the southeast right-of-way line of Armstrong Road, being the northwest corner of said 167.572 acre tract, the southwest corner of that called 153.216 acre tract of land recorded in Volume 2881, Page 214, Official Public Records, Bell County, Texas, said point being the northwest corner of the herein described tract of land;

1. Thence, departing the southeast right-of-way line of Armstrong Road, with a northeast line of said 167.572 acre tract, a southwest line of said 153.216 acre tract, S 74° 34' 23" E, a distance of 1133.68' (Record: S 71° 47' 19" E, a distance of 1194.87'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in a northeast line of said 167.572 acre tract, a southwest line of said 153.216 acre tract, said point being the northeast corner of the herein described tract of land which bears N 74° 34' 23" W, a distance of 62.66' from a 2-7/8" metal pipe fence post located for an angle point of said 167.572 acre tract;

Thence, across said 167.572 acre tract, the following two (2) courses and distances:

2. S 16° 16' 56" W, a distance of 1950.07', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for the southeast corner of the herein described tract of land;

3. N 73° 43' 04" W, a distance of 1132.84', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the southeast right-of-way line of Armstrong Road, a northwest line of said 167.572 acre tract, said point being the southwest corner of the herein described tract of land which bears N 16° 16' 56" E, a distance of 1143.52' from a 1/2" iron rod located for the southwest corner of said 167.572 acre tract;

Thence, with the southeast right-of-way line of Armstrong Road, the northwest lines of said 167.572 acre tract, the following two (2) courses and distances:

4. N 16° 16' 56" E, a distance of 1248.05' (Record: N 19° 00' 00" E), to a 6" cedar fence post located for an angle point of the herein described tract of land;

5. N 16° 13' 19" E, a distance of 685.10' (Record: N 19° 10' 14" E, a distance of 685.13'), to the POINT OF BEGINNING containing 50.500 acres of land.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.



**Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513**

**Instrument Number: 2022061599**

As  
**DEED**

**Recorded On:** October 04, 2022

**Parties:** NELSON W JONES FAMILY LIMITED PARTNERSHIP

**To** ROCKET POINT LLC

**Comment:**

**Billable Pages  
Number of Pages**

( Parties listed above are for Clerks' reference only )

**\*\* Examined and Charged as Follows \*\***

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$17.00
<b>Total Fees:</b>	<b>\$23.00</b>

\*\*\*\*\* **DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT** \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information**

Instrument Number: 2022061599  
 Receipt Number: 308686  
 Recorded Date/Time: 10/04/2022 8:19:02 AM  
 User / Station: busbyas - BCCCD0735

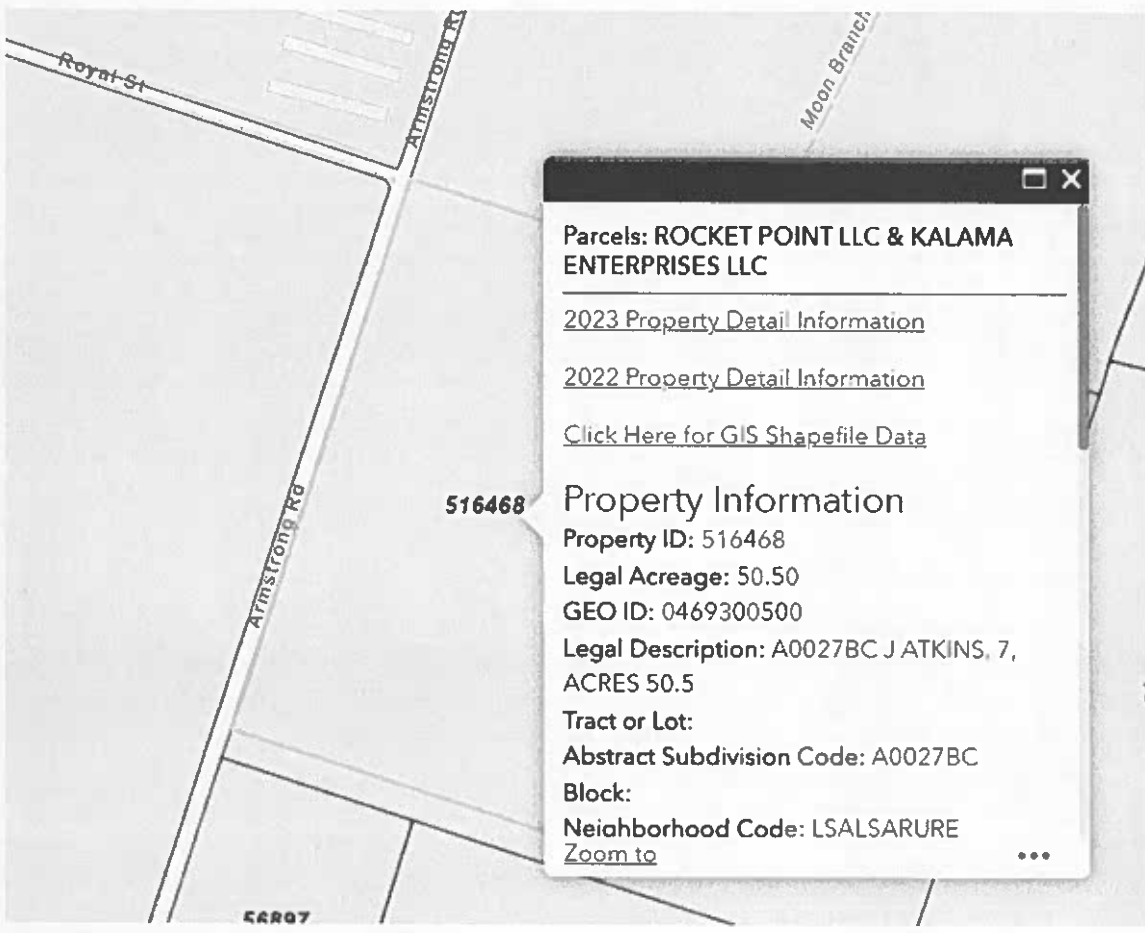
**Record and Return To:**

Doma Local TX



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston  
Bell County Clerk



Parcels: ROCKET POINT LLC & KALAMA ENTERPRISES LLC

[2023 Property Detail Information](#)

[2022 Property Detail Information](#)

[Click Here for GIS Shapefile Data](#)

**516468** Property Information

Property ID: 516468

Legal Acreage: 50.50

GEO ID: 0469300500

Legal Description: A0027BC J ATKINS, 7, ACRES 50.5

Tract or Lot:

Abstract Subdivision Code: A0027BC

Block:

Neighborhood Code: LSALSARURE

[Zoom to](#)

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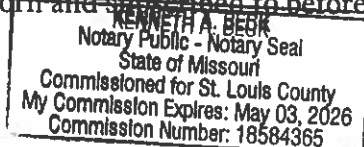
**EXHIBIT B**  
**AFFIDAVIT OF JORGE ARMANDO MARCIAL IN SUPPORT OF**  
**PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE**  
**CITY OF SALADO**


Before me, the undersigned authority, on this day personally appeared, Jorge Armando Marcial, who under oath stated as follows:

1. My name is Jorge Armando Marcial. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. As the MANAGER of Rocket Point LLC I am authorized to submit this Petition on its behalf.
3. Rocket Point LLC is a property owner in the extraterritorial jurisdiction of the City of Salado. Its property is located at the following address: Armstrong Road, Salado, Texas 76571, PID 516468 (the "Property").
4. There are 2 owners of the Property: Rocket Point LLC and Kalama Enterprises LLC. Rocket Point LLC owns 50% of the interest in the Property.
5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by Tex. Loc. Gov't Code § 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 Tex. Loc. Gov't Code § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under Tex. Loc. Gov't Code § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under Tex. Loc. Gov't Code § 43.0751.
6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.
7. I swear that I satisfied the signature requirement of Tex. Loc. Gov't Code § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

  
\_\_\_\_\_  
Jorge Armando Marcial

Sworn and subscribed to before me on this the 19<sup>th</sup> day of ~~February~~ <sup>MARCH</sup>, 2024.



  
\_\_\_\_\_  
Notary Public in and for the State of ~~Texas~~ <sup>MISSOURI</sup>

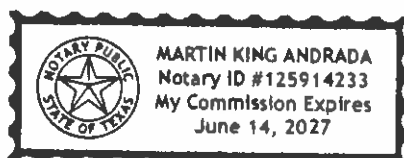
**AFFIDAVIT OF KEJDA X. HERZOG IN SUPPORT OF  
PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE  
CITY OF SALADO**

Before me, the undersigned authority, on this day personally appeared, Kejda X. Herzog, who under oath stated as follows:

1. My name is Kejda X. Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. I am MANAGER of Kalama Enterprises LLC.
3. Kalama Enterprises LLC is a property owner in the extraterritorial jurisdiction of the City of Salado. Its property is located at the following address: Armstrong Road, Salado, Texas 76571, PID 516468 (the "Property").
4. There are 2 owners of the Property: Rocket Point LLC and Kalama Enterprises LLC. Kalama Enterprises LLC owns 50% of the interest in the Property.
5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 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 TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.
6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.
7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

  
Kejda X. Herzog

Sworn and subscribed to before me on this the 8<sup>th</sup> day of Feb. ~~February~~, 2024.



  
Notary Public in and for the State of Texas

# COBB & JOHNS

501 Congress Ave., Suite 150  
Austin, Texas 78701  
bill@cobbjohns.com  
512-399-3150

February 19, 2024

Joshua Katz  
City of Salado, City Attorney  
301 N. Stagecoach Road  
Salado, Texas 76571

Via email: [jkatz@bickerstaff.com](mailto:jkatz@bickerstaff.com)

Re: Petition for Release from the Extraterritorial Jurisdiction of the City of Salado

Dear Mr. Katz,

1. Quest Trust Company FBO Michael Herzog IRA# 2825624 (“Owner”) files this Petition pursuant to TEX. LOC. GOV’T CODE § 42.102.
2. Quest Trust Company FBO Michael Herzog IRA# 2825624 owns property within the extraterritorial jurisdiction of the City of Salado located at Armstrong Road, Salado, Texas 76571, PID 516469 (the “Property”). See Exhibit A (Deed and Property Map).
3. Owner hereby Petitions the City of Salado to release of Owner’s Property from its extraterritorial jurisdiction.
4. Pursuant to TEX. LOC. GOV’T CODE § 42.102, an owner or owners of majority in value of an area in a municipality’s extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner’s property in question meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101 and the petition requirements of TEX. LOC. GOV’T CODE § 42.104.
5. Owner’s Property meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101.
6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV’T CODE § 42.101, the undersigned swears that the Property is not:
  - (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV’T CODE § 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:

February 19, 2024

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Page 1

Michael Herzog  
Michael Herzog (Apr 3, 2024 13:24 CDT)

- (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 TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and
    - (B) in a county with a population of more than 2 million;
  - (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or
  - (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.
7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.
  8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Bell Central Appraisal District.
  9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.
  10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.
  11. This Petition contains, in addition to the signature:
    - (A) the signer's printed name;
    - (B) the signer's:
      - (i) date of birth; or
      - (ii) voter registration number and,
      - (iii) county of registration;
    - (C) the signer's residence address; and




(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature requirement within 180 days after the date the first signature for the Petition was obtained.
13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.
14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released in Exhibit A, which describes 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. Exhibit A also includes a map of the land to be released.
15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.
16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the extraterritorial jurisdiction of the City of Salado, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.
17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

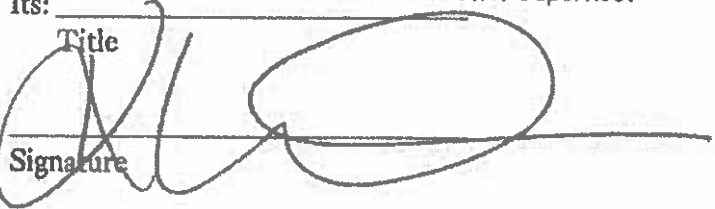
# COBB & JOHNS

OWNER NAME: QUEST TRUST COMPANY FBO  
MICHAEL HERZOG IRA# 2825624

By: \_\_\_\_\_  
Printed Name

 **Quest Trust Company**  
Krystal Kirksey  
Real Estate Supervisor

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

Signature 

READ AND APPROVED BY MICHAEL F. HERZOG

6/17/1973  
Date of birth

2121840628  
Voter registration number

M. Lam  
Voter county of registration

1387 CR 464 Thorndale TX 76577  
Residence address

4/3/2024  
Date of signing

**EXHIBIT A  
DEED AND PROPERTY MAP**

READ AND APPROVED

© Cobb & Johns PLLC  
*Michael Herzog*  
Michael Herzog (Apr 3, 2024 13:24 CDT)

## General Warranty Deed

DOMA GF #  
14665-22-05183

### NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

Date: September 28, 2022

Grantor: Nelson W. Jones Family Limited Partnership

Grantor's Mailing Address: 107 Chapman Circle, Waxahachie, Texas 75165

Grantee: Quest Trust Company FBO Michael Herzog IRA# 2825624

Grantee's Mailing Address: 1387 Cr 464, Thoendale, TX 76577

Consideration: Cash and other good and valuable consideration.

**Property (Including any Improvements):**

The Property is located in Bell County, Texas, and is more particularly described in Exhibit A attached to this document and incorporated by reference.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any taxing authority for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that

1

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Michael Herzog  
Michael Herzog (Apr 3, 2024 13:24 CDT)

and prior years due to change in land usage, ownership, or both, the payment of which Grantee also assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor warrants that Grantor owns and has legal and equitable title to all of the Property in fee simple, has the right to convey the Property, and binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

**NOTICE:** This Instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of Doma or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the Grantor, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

Nelson W. Jones Family Limited Partnership

By: Nelson W. Jones, General Partner  
Name: Nelson W. Jones  
Title: General Partner

READ AND APPROVED

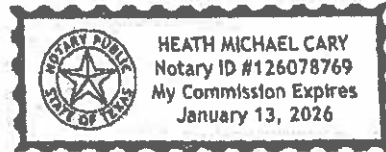
Michael Herzog  
Michael Herzog (Apr 3, 2024 13:24 CDT)

State of Texas  
County of Ellis

This document was acknowledged before me on September 20, 2022 by Nelson W. Jones, General Partner of Nelson W. Jones Family Limited Partnership, on behalf of the \_\_\_\_\_ limited partnership.

Heath Michael Cary  
Notary Public, State of Texas

Prepared By:  
Hancock McGill & Bleau, L.L.P.  
Attorneys at Law  
File No. 14665-22-05183-FW



After Recording Return To:  
Doma Insurance Agency of Texas, Inc.  
1 Chiselm Trail  
Suite 3100  
Round Rock, TX 78681

READ AND APPROVED

Michael Herzog  
Michael Herzog (Apr 3, 2024 13:24 CDT)

**EXHIBIT A  
LEGAL DESCRIPTION**

BEING A 41.000 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH ATKINS SURVEY, ABSTRACT NO. 27, BELL COUNTY, TEXAS; SAID 41.000 ACRE TRACT, BEING A PORTION OF THAT CALLED 167.572 ACRE TRACT OF LAND RECORDED IN VOLUME 4312, PAGE 747, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 41.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod located in the southeast right-of-way line of Armstrong Road, being the southwest corner of said 167.572 acre tract, the northwest corner of that called 10.00 acre tract of land recorded in Volume 5386, Page 494, Official Public Records, Bell County, Texas, said point being the southwest corner of the herein described tract of land;

1. Thence, with a southeast right-of-way line of Armstrong Road, a northwest line of said 167.572 acre tract, N 16° 16' 56" E, a distance of 100.01' (Record: N 19° 00' 00" E), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the southeast right-of-way line of Armstrong Road, a northwest line of said 167.572 acre tract, said point being an exterior corner of the herein described tract of land which bears S 16° 16' 56" W, a distance of 2291.56' from a 6" cedar fence post located for an angle point of said 167.572 acre tract;

Thence, departing the southeast right-of-way line of Armstrong Road, across said 167.572 acre tract, the following three (3) courses and distances:

2. S 74° 27' 07" E, a distance of 677.81', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an interior corner of the herein described tract of land;

3. N 15° 32' 53" E, a distance of 934.90', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an exterior corner of the herein described tract of land;

4. S 73° 43' 04" E, a distance of 1694.92', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in a southeast line of said 167.572 acre tract, the northwest line of that called 14.68 acre tract of land recorded in Volume 782, Page 135, Deed Records, Bell County, Texas, said point being the northeast corner of the herein described tract of land which bears S 17° 18' 34" W, a distance of 2067.39' from a 2-7/8" metal pipe fence post located at the northeast corner of said 167.572 acre tract;

5. Thence, with a southeast line of said 167.572 acre tract, the northwest line of said 14.68 acre tract, S 17° 18' 34" W, a distance of 120.74', to a 10" pine fence post located in a southeast line of said 167.572 acre tract, being the southwest corner of said 14.68 acre tract, the northwest corner of that called 168.538 acre tract of land recorded in Document No. 2011-27433, Official Public Records, Bell County, Texas, said point being an angle point of the herein described tract of land;

6. Thence, with a southeast line of said 167.572 acre tract, the northwest line of said 168.538 acre tract, S 17° 29' 30" W, a distance of 813.87' (Record per Doc. No. 2011-27433: S 20° 17' 03" W, a distance of 814.09'), to a 1/2" iron rod located in a southeast line of said 167.572 acre tract, being the southwest corner of that called 168.538 acre tract, an exterior corner of that called 137.5 acre tract of land recorded in Volume 615, Page 242, Deed Records, Bell County, Texas, said point being an angle point of the herein described tract of land;

Thence, with the common boundary lines of said 167.572 acre tract and said 137.5 acre tract, the following two (2) courses and distances:

Exhibit A (Legal Description)

14685-22-05183

READ AND APPROVED

Michael Herzog  
Michael Herzog (Apr 3, 2024 13:24 CD)

7. S 17° 05' 12" W, a distance of 76.06', to an 8" cedar fence post located for the southeast corner of the herein described tract of land;

8. N 74° 43' 42" W, a distance of 920.97' (Record: N 71° 57' 55" W, a distance of 922.24'), to an 8" pine post located for an angle point of said 167.572 acre tract, an exterior corner of said 137.5 acre tract, being the northeast corner of that called 99.4 acre tract of land recorded in Volume 3148, Page 741, Official Public Records, Bell County, Texas, said point being an angle point of the herein described tract of land;

9. Thence, with a southwest line of said 167.572 acre tract, the northeast line of said 99.4 acre tract, N 74° 18' 45" W, a distance of 565.59' (Record: N 71° 37' 42" W), to a 1/2" iron rod located in a southwest line of said 167.572 acre tract, being the northwest corner of said 99.4 acre tract, the northeast corner of said 10.00 acre tract, said point being an angle point of the herein described tract of land;

10. Thence, with a southwest line of said 167.572 acre tract, the northeast line of said 10.00 acre tract, N 74° 27' 07" W, a distance of 853.96' (Record per Vol. 5386, Pg. 494: N 72° 13' 36" W, a distance of 853.96'), to the POINT OF BEGINNING containing 41.000 acres of land.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.





Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513

Instrument Number: 2022062176

As  
DEED

Recorded On: October 06, 2022

Parties: NELSON W JONES FAMILY LIMITED PARTNERSHIP

To QUEST TRUST COMPANY FBO

Comment:

Billable Pages: 5

Number of Pages: 6

( Parties listed above are for Clerks' reference only )

**\*\* Examined and Charged as Follows \*\***

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$21.00
<b>Total Fees:</b>	<b>\$27.00</b>

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

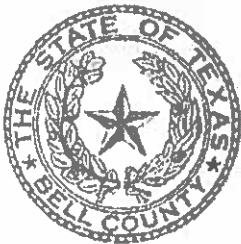
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information**

Instrument Number: 2022062176  
Receipt Number: 309226  
Recorded Date/Time: 10/06/2022 8:12:59 AM  
User / Station: zbranead - BCCCD0642

**Record and Return To:**

Doma Local TX

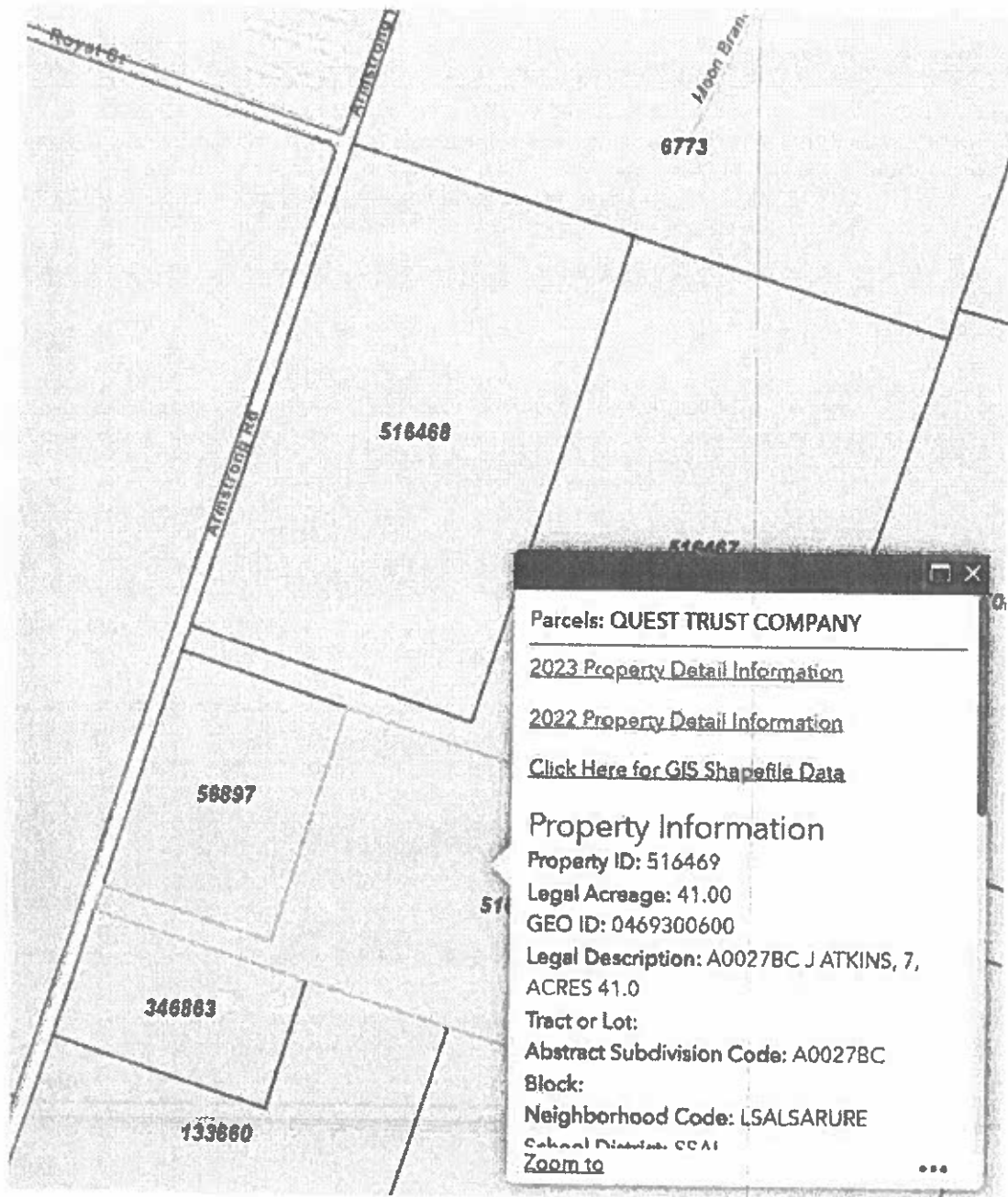


I hereby certify that this Instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston  
Bell County Clerk

READ AND APPROVED

Michael Herzog  
Michael Herzog (Apr 3, 2024 13:24 CDT)



READ AND APPROVED

*Michael Herzog*  
 Michael Herzog (Apr 3, 2024 13:24 CDT)

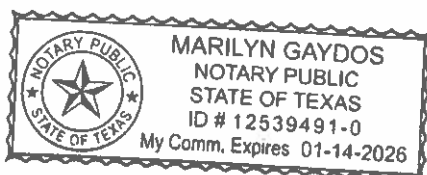
**EXHIBIT B**  
**AFFIDAVIT OF MICHAEL F. HERZOG IN SUPPORT OF**  
**PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE**  
**CITY OF SALADO**

Before me, the undersigned authority, on this day personally appeared, Michael F. Herzog, who under oath stated as follows:

1. My name is Michael F. Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. As the beneficiary of Quest Trust Company FBO Michael Herzog IRA# 2825624 I am authorized to submit this Petition on its behalf.
3. Quest Trust Company FBO Michael Herzog IRA# 2825624 is a property owner in the extraterritorial jurisdiction of the City of Salado. Its property is located at the following address: Armstrong Road, Salado, Texas 76571, PID 516469 (the "Property").
4. There is 1 owner of the Property: Quest Trust Company FBO Michael Herzog IRA# 2825624. Quest Trust Company FBO Michael Herzog IRA# 2825624 owns 100% of the interest in the Property.
5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by Tex. Loc. Gov't Code § 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 Tex. Loc. Gov't Code § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under Tex. Loc. Gov't Code § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under Tex. Loc. Gov't Code § 43.0751.
6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.
7. I swear that I satisfied the signature requirement of Tex. Loc. Gov't Code § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

  
\_\_\_\_\_  
Michael F. Herzog

Sworn and subscribed to before me on this the 3 day of ~~February~~ <sup>April</sup>, 2024.



  
\_\_\_\_\_  
Notary Public and for the State of Texas

© Cobb & Johns PLLC  
  
\_\_\_\_\_  
Michael Herzog (Apr 3, 2024 13:24 CTTT)

February 19, 2024

Joshua Katz  
City of Salado, City Attorney  
301 N. Stagecoach Road  
Salado, Texas 76571

**Via email: [jkatz@bickerstaff.com](mailto:jkatz@bickerstaff.com)**

Re: Petition for Release from the Extraterritorial Jurisdiction of the City of Salado

Dear Mr. Katz,

1. Yupel LLC (“Owner”) files this Petition pursuant to TEX. LOC. GOV’T CODE § 42.102.
2. Yupel LLC owns property within the extraterritorial jurisdiction of the City of Salado located at Armstrong Road, Salado, Texas 76571, PID 56897 (the “Property”). *See* Exhibit A (Deed and Property Map).
3. Owner hereby Petitions the City of Salado to release of Owner’s Property from its extraterritorial jurisdiction.
4. Pursuant to TEX. LOC. GOV’T CODE § 42.102, an owner or owners of majority in value of an area in a municipality’s extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction, if the owner’s property in question meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101 and the petition requirements of TEX. LOC. GOV’T CODE § 42.104.
5. Owner’s Property meets the applicability requirements of TEX. LOC. GOV’T CODE § 42.101.
6. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV’T CODE § 42.101, the undersigned swears that the Property is not:
  - (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV’T CODE § 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 TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and
    - (B) in a county with a population of more than 2 million;
  - (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or
  - (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.
7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.
8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Bell Central Appraisal District.
9. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.
10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.
11. This Petition contains, in addition to the signature:
- (A) the signer's printed name;
  - (B) the signer's:
    - (i) date of birth; or
    - (ii) voter registration number and,
    - (iii) county of registration;
  - (C) the signer's residence address; and

(D) the date of signing.

12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature requirement within 180 days after the date the first signature for the Petition was obtained.
13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.
14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released in Exhibit A, which describes 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. Exhibit A also includes a map of the land to be released.
15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.
16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the extraterritorial jurisdiction of the City of Salado, the City must immediately release the area—Owner's Property—from the City's extraterritorial jurisdiction.
17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—Owner's Property—is released by operation of law.

# COBB & JOHNS

OWNER NAME: YUPEL LLC

By: Michael Herzog  
Printed Name

Its: Mgr  
Title

My  
Signature

6/17/1973  
Date of birth

2121840628  
Voter registration number

Milam  
Voter county of registration

1387 CR 464 Thorndale TX 76577  
Residence address

3/21/2024  
Date of signing

**EXHIBIT A**  
**DEED AND PROPERTY MAP**



## General Warranty Deed

DOMA GF#

### NOTICE OF CONFIDENTIALITY RIGHTS

14665-22-04937

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

4

Date: September 28, 2022

**Grantor:** Nelson W. Jones Family Limited Partnership

**Grantor's Mailing Address:** 107 Chapman Circle, Waxahachie, Texas 75165

**Grantee:** Yupel, LLC, a Texas limited liability company

**Grantee's Mailing Address:** 1387 Cr 464, Thorndale, TX 76577

**Consideration:** Cash and other good and valuable consideration.

#### Property (Including any Improvements):

The Property is located in Bell County, Texas, and is more particularly described in Exhibit A attached to this document and incorporated by reference.

**Reservations from Conveyance:** None

#### Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any taxing authority for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that

and prior years due to change in land usage, ownership, or both, the payment of which Grantee also assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor warrants that Grantor owns and has legal and equitable title to all of the Property in fee simple, has the right to convey the Property, and binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

**NOTICE:** This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of Doma or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the Grantor, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

Nelson W. Jones Family Limited Partnership

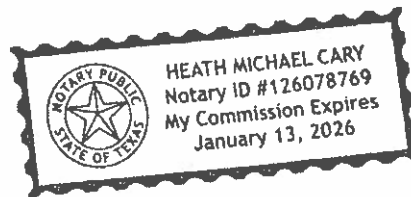
By: Nelson W. Jones, Gen. Partner  
Name: Nelson W. Jones  
Title: General Partner

State of Texas  
County of Ellis

This document was acknowledged before me on September 28, 2022 by Nelson W. Jones, General Partner of Nelson W. Jones Family Limited Partnership, on behalf of the \_\_\_\_\_ limited partnership.

Heath Michael Cary  
Notary Public, State of Texas

Prepared By:  
Hancock McGill & Bleau, L.L.L.P.  
Attorneys at Law  
File No. 14665-22-04937-Fw



After Recording Return To:  
Doma Insurance Agency of Texas, Inc.  
1 Chisolm Trail  
Suite 3100  
Round Rock, TX 78681

**EXHIBIT A  
LEGAL DESCRIPTION**

**BEING A 14.484 ACRE TRACT OF LAND**, LOCATED IN THE JOSEPH ATKINS SURVEY, ABSTRACT NO. 27, BELL COUNTY, TEXAS; SAID 14.484 ACRE TRACT, BEING A PORTION OF THAT CALLED 167.572 ACRE TRACT OF LAND RECORDED IN VOLUME 4312, PAGE 747, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 14.484 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the southeast right-of-way line of Armstrong Road, a northwest line of said 167.572 acre tract, said point being the southwest corner of the herein described tract of land which bears N 16° 16' 56" E, a distance of 100.01' from a 1/2" iron rod located for the southwest corner of said 167.572 acre tract;

1. **Thence**, with the southeast right-of-way line of Armstrong Road, a northwest line of said 167.572 acre tract, N 16° 16' 56" E, a distance of 943.51' (Record: N 19° 00' 00" E), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the southeast right-of-way line of Armstrong Road, a northwest line of said 167.572 acre tract, said point being the northwest corner of the herein described tract of land which bears S 16° 16' 56" W, a distance of 1348.05' from a 6" cedar fence post located for an angle point of said 167.572 acre tract;

Thence, departing the southeast right-of-way line of Armstrong Road, across said 167.572 acre tract, the following three (3) courses and distances:

2. **S 73° 43' 04" E**, a distance of 665.77', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for the northeast corner of the herein described tract of land;

3. **S 15° 32' 53" W**, a distance of 934.90', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for the southeast corner of the herein described tract of land;

4. **N 74° 27' 07" W**, a distance of 677.81', to the **POINT OF BEGINNING** containing 14.484 acres of land.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.



**Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513**

**Instrument Number: 2022062180**

As  
**DEED**

**Recorded On:** October 06, 2022

**Parties:** NELSON W JONES FAMILY LIMITED PARTNERSHIP

**To** YUPEL LLC

**Comment:**

**Billable Pages:**  
**Number of Pages:**

( Parties listed above are for Clerks' reference only )

**\*\* Examined and Charged as Follows \*\***

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$17.00
<b>Total Fees:</b>	<b>\$23.00</b>

\*\*\*\*\* **DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT** \*\*\*\*\*

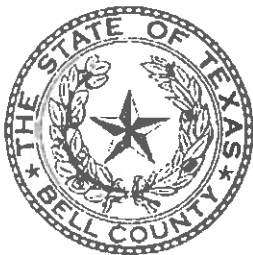
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information**

Instrument Number: 2022062180  
 Receipt Number: 309230  
 Recorded Date/Time: 10/06/2022 8:17:06 AM  
 User / Station: smithae - BCCCD0640

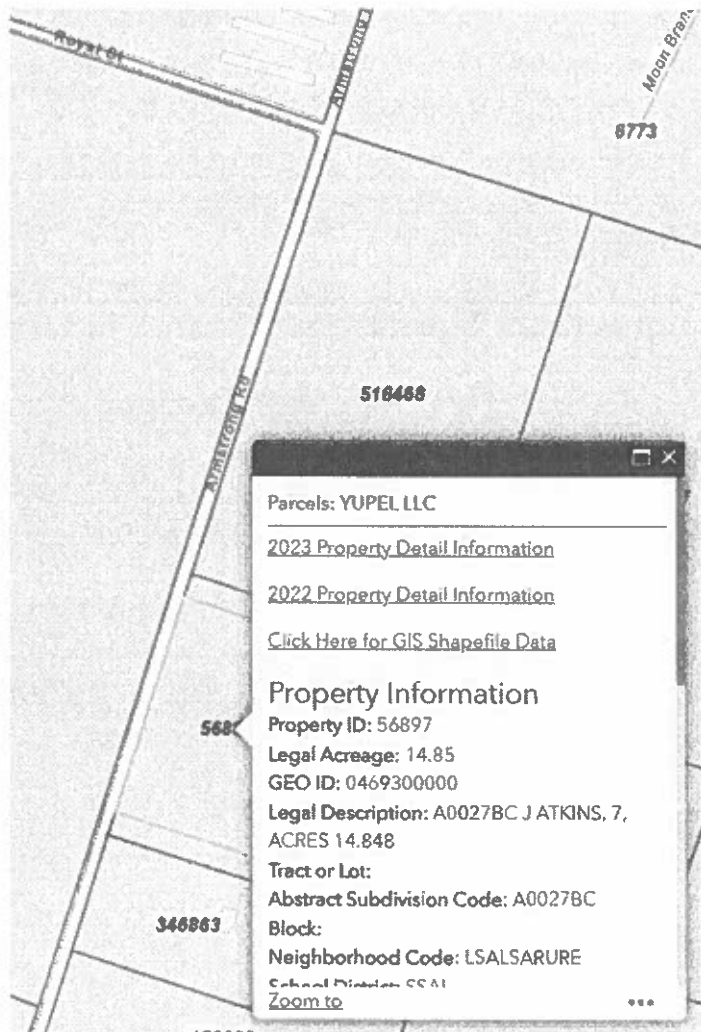
**Record and Return To:**

Doma Local TX



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston  
Bell County Clerk



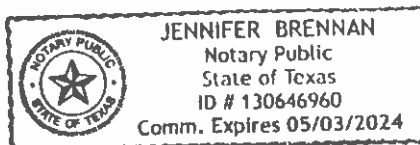
**EXHIBIT B**  
**AFFIDAVIT OF MICHAEL F. HERZOG IN SUPPORT OF**  
**PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE**  
**CITY OF SALADO**

Before me, the undersigned authority, on this day personally appeared, Michael F. Herzog, who under oath stated as follows:

1. My name is Michael F. Herzog. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. As the MANAGER of Yupel LLC I am authorized to submit this Petition on its behalf.
3. Yupel LLC is a property owner in the extraterritorial jurisdiction of the City of Salado. Its property is located at the following address: Armstrong Road, Salado, Texas 76571, PID 56897 (the "Property").
4. There is 1 owner of the Property: Yupel LLC. Yupel LLC owns 100% of the interest in the Property.
5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by Tex. Loc. Gov't Code § 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 Tex. Loc. Gov't Code § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under Tex. Loc. Gov't Code § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under Tex. Loc. Gov't Code § 43.0751.
6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such petition.
7. I swear that I satisfied the signature requirement of Tex. Loc. Gov't Code § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

  
\_\_\_\_\_  
Michael F. Herzog

Sworn and subscribed to before me on this the 21 day of February, 2024.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

# BOA Agenda Item #5(A)



Date Submitted:

Agenda Date Requested: April 29, 2024

Project/Proposal Title:

STATUS REPORTS

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

Project/Proposal Summary:

VILLAGE ADMINISTRATOR'S REPORT

- INTRODUCTION OF NEW TOURISM MARKETING MANAGER
- MIXED BEVERAGE TAXES ALLOCATION FOR FEBRUARY 2024





TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

April 19, 2024

TREASURER
CITY OF SALADO
PO BOX 219
SALADO TX 76571

Authority code is 2014120

Mixed Beverage Taxes Allocation Summary: MARCH 2024 (FEBRUARY 2024 REPORTS)

Table with 4 columns: Description, Gross Receipts Tax, Sales Tax, and TOTAL. Row 1: Total Period Collections + \$ 1,353.25, 1,666.81, 3,020.06. Row 2: Carry Forward from Prior Allocation + \$ 0.00, 0.00, 0.00. Row 3: Retained Amount Balance - \$ 0.00, 0.00, 0.00. Row 4: Net Payment (1 + 2 - 3 = 4) = \$ 1,353.25, 1,666.81, 3,020.06.

NOTE: A negative figure in item 3 represents an outstanding amount owed to the State.

The Total Net Payment shown above is your monthly allocation payment, which includes revenue from monthly reports plus collections derived from audit payments. It has been deposited directly to your account. If for some reason your payment could not be deposited, a warrant is enclosed.

Mixed beverage and private club registration permittees remit mixed beverage taxes (gross receipts tax and sales tax) to the Comptroller's office. We allocate a percentage of the total tax remittances for each calendar month to the counties where permittees are located. If the permittees are also located in an incorporated city or authorized special purpose district, an additional percentage is allocated to that city or special purpose district.

The percentage for this allocation is 10.7143%.

Allocation payment information is also available online through the Comptroller's website at https://mycpa.cpa.state.tx.us/allocation/MixBev.

The Mixed Beverage Taxes Comparison Summary Report is available at https://comptroller.texas.gov/transparency/local/allocations/mixed-beverage/.

If you have any questions about your mixed beverage taxes allocation payment, please contact us by email at TaxAllocation@cpa.texas.gov or call 800-531-5441, ext. 3-4530, or 512-463-4530.

# BOA Agenda Item #5(B)



Date Submitted:  
Agenda Date Requested: April 29, 2024

Project/Proposal Title:  
STATUS REPORTS

Council Action Requested:  
Ordinance  
Resolution  
Motion  
Discussion

Project/Proposal Summary:  
SALADO POLICE CHIEF STATUS REPORT

- CALLS FOR SERVICE REPORT
- LICENSE PLATE READER PROGRAM UPDATE

# BOA Agenda Item #6(A)



Date Submitted:

Agenda Date Requested: April 29, 2024

Project/Proposal Title:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

Project/Proposal Summary:

CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NUMBER 2024-02, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, PROVIDING FOR THE INSTALLATION OF STOP SIGNS AT THE INTERSECTION OF SMITH BLUFF ROAD AND SMITH BLUFF WAY, CREATING AN ALL-WAY STOP; AND INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

Ordinance No. 2024-\_\_  
Village of Salado  
County of Bell  
May 2, 2024

**ORDINANCE NO. 2024-02**

**AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, PROVIDING FOR THE INSTALLATION OF STOP SIGNS AT THE INTERSECTION OF SMITH BLUFF ROAD AND SMITH BLUFF WAY, CREATING AN ALL-WAY STOP; AND INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.**

**WHEREAS**, pursuant to Texas Local Government Code § 51.032, the Board of Aldermen (the “Board”) of the Village of Salado, Texas (the “Village”) is authorized by law to adopt an ordinance, not inconsistent with state law, that it considers proper for the government of the Village and is necessary or proper for carrying out a power granted by law to the Village; and

**WHEREAS**, the Village desires to promote safety, protect its citizens, and provide for the proper regulation of traffic on Village streets; and

**WHEREAS**, pursuant to Texas Transportation Code Chapters 542-556 and 552, the Board of Aldermen (the “Board”) of the Village has the express authority to regulate traffic by traffic-control devices, regulate the operation and movement of vehicles, regulate stopping, standing, or parking of vehicles, and to enforce such regulations; and

**WHEREAS**, the Board has received reports and requests from the public regarding the need for an all-way stop at the intersection of Smith Bluff Road and Smith Bluff Way in order to provide for public safety; and

**WHEREAS**, the Board desires to add two (2) stop signs at the intersection of Smith Bluff Road and Smith Bluff Way, creating an all-way stop at this intersection; and

**WHEREAS**, after developing and reviewing traffic data and reports from the public, the Board believes that the public safety within the Village will be enhanced by regulating traffic at the intersection of Smith Bluff Road and Smith Bluff Way by adding all-way stop signs at this intersection.

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

**SECTION I. ENACTMENT PROVISIONS**

- A. Findings of Fact:** All of the above premises are hereby found to be true and correct legislative and factual findings of the Village of Salado and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.
- B. Popular Name:** This Ordinance shall be commonly referred to as “The Smith Bluff Road and Smith Bluff Way Traffic Control Ordinance.”
- C. Scope:** This Ordinance, and the rules and regulations adopted herein, shall apply generally within the Village limits.
- D. Effective Date:** This Ordinance shall take effect immediately upon passage and publication.

## **SECTION II. ADOPTION**

Ordinance No. 2024-\_\_ is hereby adopted as follows:

1. The Board of Aldermen hereby approves the installation of two (2) “Stop Sign” traffic control signs on Smith Bluff Road at its intersection with Smith Bluff Way. **See Exhibit A.** A stop sign is already located at southbound Smith Bluff Way at its intersection with Smith Bluff Road.
2. The stop signs should be installed at the following locations:
  - a. On west bound Smith Bluff Road, at the northeast corner of the intersection of Smith Bluff Road and Smith Bluff Way.
  - b. On east bound Smith Bluff Road, at the southwest corner of the intersection of Smith Bluff Road and Smith Bluff Way.
3. The Village Administrator shall install the additional stop signs referenced herein as soon as they can be procured.

## **SECTION III. RESERVATION OF RIGHTS**

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

#### **SECTION IV. SAVINGS CLAUSE**

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the Village under any section or provisions of any ordinances at the time of passage of this ordinance.

#### **SECTION V. SEVERABILITY CLAUSE**

If any provision, section, 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, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Alderman of the Village of Salado in adopting, and of the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall be come inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

#### **SECTION VI. REPEALER CLAUSE**

The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other Ordinance.

#### **SECTION VII. EFFECTIVE DATE**

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

#### **SECTION VIII. NOTICE AND MEETING CLAUSE**

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

#### **SECTION IX. PUBLICATION**

This Ordinance shall become effective immediately upon the date of its publication as required by § 52.011 of the Texas Local Government Code. The Village Secretary is hereby directed to cause the caption of this Ordinance to be published in the manner required by law.

**PASSED AND APPROVED on SECOND READING this, the \_\_ day of \_\_\_\_\_, 2024, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) and \_\_\_\_ abstentions vote of the Board of Aldermen of the Village of Salado, Texas.**

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

ATTEST:

\_\_\_\_\_  
Debbie Bean, Village Secretary

Approved to Form:

\_\_\_\_\_  
Josh Katz, Village Attorney

Exhibit A





# BOA Agenda Item #6(B)



Date Submitted:  
Agenda Date Requested: April 29, 2024

Project/Proposal Title:  
**DISCUSSION AND POSSIBLE ACTION**

Council Action Requested:  
Ordinance  
Resolution  
Motion  
Discussion

**Project/Proposal Summary:**

CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NUMBER 2024-03, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS GRANTING MUSTANG SPRINGS UTILITY, LLC CERTAIN POWERS, LICENSES, PRIVILEGES AND FRANCHISE TO OPERATE AND MAINTAIN A WATER UTILITY SYSTEM WITHIN THE VILLAGE; TO USE THE STREETS, AVENUES, EASEMENTS, RIGHT-OF-WAY, ALLEYS, HIGHWAYS, SIDEWALKS, AND BRIDGES IN SAID VILLAGE; PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS; PROVIDING FOR THE PAYMENT TO THE VILLAGE OF A PERCENTAGE OF ITS TOTAL BILLED WATER USAGE; PROVIDING FOR ACCEPTANCE; AND PROVIDING FOR CERTAIN RELATED MATTERS.

Ordinance No. 2024-03  
Village of Salado  
County of Bell  
State of Texas  
May 2, 2024

## WATER FRANCHISE FEE

**AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS GRANTING MUSTANG SPRINGS UTILITY, LLC CERTAIN POWERS, LICENSES, PRIVILEGES AND FRANCHISE TO OPERATE AND MAINTAIN A WATER UTILITY SYSTEM WITHIN THE VILLAGE; TO USE THE STREETS, AVENUES, EASEMENTS, RIGHT-OF-WAY, ALLEYS, HIGHWAYS, SIDEWALKS, AND BRIDGES IN SAID VILLAGE; PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS; PROVIDING FOR THE PAYMENT TO THE VILLAGE OF A PERCENTAGE OF ITS TOTAL BILLED WATER USAGE; PROVIDING FOR ACCEPTANCE; AND PROVIDING FOR CERTAIN RELATED MATTERS.**

**WHEREAS**, Mustang Springs Utility, LLC ("MSU") intends to construct, own, and operate a water and wastewater utility and to deliver water and wastewater service within the Village of Salado (the "Village"); and

**WHEREAS**, The Village has entered into a Development Agreement with Kerby Ventures, LLC ("Developer"), which requires the Developer and any of its successors and assigns to construct water and wastewater utility systems; and

**WHEREAS**, the Board of Aldermen believes it is in the best interest of the Village to offer MSU a franchise on the terms and conditions set forth in this ordinance:

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

**Section 1: Definitions.** For the purpose of this ordinance, the following words, terms, phrases and their derivations shall have the meaning given to this Section 1.

- 1.1 "Village" shall mean the Village of Salado, Texas, a municipal corporation in the State of Texas.
- 1.2 "MSU" shall mean the Mustang Springs Utility LLC, a Texas company authorized to transact and actually transacting business in the State of Texas, its legal representatives, successors, lessees and assigns.
- 1.3 "Consumer" or "Customer" shall mean any person or organization receiving and using water and wastewater utility service from the MSU.
- 1.4 "Board of Aldermen" and "Aldermen" shall mean the governing body of the Village.

- 1.5 "Distribution system" shall mean all interrelated lines, equipment, pumps, and other appurtenances used or necessary for the transmission and distribution of water to consumers or customers in the Service Area.
- 1.6 "Collection System" shall mean all interrelated lines, equipment, lift stations, and other appurtenances used or necessary for the collection and transportation of sewage from consumers or customers in the Service Area to a wastewater treatment plant owned and operated by MSU.
- 1.7 "Developer" shall mean Kerby Ventures, LLC and any successors and assigns as defined in the Development Agreement.
- 1.8 "Development Agreement" shall mean the Development Agreement between the Village and Kerby Ventures, LLC.
- 1.9 "Franchise" shall mean this Ordinance, and all rights and obligations established herein or as it may be amended.
- 1.10 "Total Billed Water Usage" is the total amount of fee billed to consumers.
- 1.11 "Public easement" shall mean those easements held, owned or controlled by the Village, the terms, conditions or limitations upon which are not inconsistent with the construction or maintenance of a water distribution and transmission system or a wastewater collection system.
- 1.12 "Service Area" shall mean the same land subject to the Development Agreement consisting of 1,105.6 acres of land located at 1717 Mustang Creek Road, and more particularly described in Exhibit A to the Development Agreement, and annexed into the corporate boundaries of the Village, as may be expanded by approval of the Board of Alderman.
- 1.13 "Service line" shall mean lines directly connected to MSU's distribution and collection systems and used to convey water therefrom to the customer meter or to convey sewage away from customers to the WWTP.
- 1.14 "Sewage" shall mean untreated waterborne domestic waste collected from all consumers through the Collection System.
- 1.15 "Street" or "Alley" shall mean a publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel.
- 1.16 "Water" shall mean potable drinking water.
- 1.17 "Wastewater" shall mean untreated domestic waterborne waste collected by MSU through the Collection System for transportation to, and treatment by, the WWTP.
- 1.18 "WWTP" shall mean the wastewater treatment plant owned and operated by MSU within the Service Area.

**Section 2: Grant of Franchise.**

- 2.1 To the extent allowed by law, there is hereby granted to MSU an exclusive franchise to maintain, construct, equip, extend, replace, alter and otherwise establish and operate in the Service Area, as constituted as of the effective date of this ordinance, or as may hereafter be constituted, works, systems, plants, distribution lines, collection lines, and all related facilities necessary or appropriate to sell, distribute, convey or otherwise conduct, serve, supply and furnish the inhabitants in the Service Area, and to the Village, whenever the Village may desire to contract therefore, water and wastewater service in the Service Area, and said MSU is hereby granted passage and right-of-way in, under, along and across the streets, avenues, easements, right-of-way, alleys, highways, sidewalks, bridges and other structures and places in the Service Area, as it now or hereafter may exist, for every and any such service, use, effect, and lawful purpose as herein mentioned; provided that all work, activity and undertakings by MSU shall be subject to the terms and provisions of the Franchise and the continuing exercise by the Village of its governmental and police powers; and provided further that nothing herein shall be construed to require or authorize MSU to exceed any rights granted herein or by state or federal law.
- 2.2 The construction, maintenance, and operation of the system and property of MSU within the Village shall be subject to this Franchise and the ordinances and regulations adopted by the Aldermen from time to time in the exercise of the Village's police and regulatory powers.
- 2.3 If MSU elects to transfer this Franchise, the Village shall have the first right of refusal to purchase the Distribution and Collection Systems from MSU. If the Village declines to purchase the Distribution and Collection Systems from MSU, MSU may transfer this Franchise and the rights and privileges granted herein with the written approval of the Aldermen expressed by Ordinance. Such approval shall not be unreasonably withheld.

**Section 3: Term.** The initial term of this Franchise shall be for five (5) years from the date of latest day of execution on the signature page. Thereafter, this Franchise shall automatically renew for additional five (5) year terms until modified in writing by the Village and MSU.

**Section 4: Termination.** MSU shall have the right to terminate this franchise, upon which termination the Village shall have the first right of refusal to purchase the Distribution and Collection Systems from MSU. If the Village declines to purchase the Distribution and Collection Systems from MSU, MSU may execute an agreement with a third-party utility and successor under which MSU shall dedicate the Distribution System and Collection Systems to the third-party utility and continue operating and maintaining the Distribution System and Collection System on behalf of the third-party utility. Upon termination under this Section unless the Systems are purchased by the Village, all customers of MSU existing at the time of Termination shall become customers of the third-party utility.

**Section 5: Use of Streets and Easements.** MSU is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges herein mentioned and granted by this Franchise, provided the same do not conflict with existing electric power lines, telephone lines, cable television lines

and other authorized installations, and provided that all work done in said streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and other structures and places and public grounds by MSU shall be done with reasonable diligence and without unnecessary inconvenience to the public or individuals.

**Section 6:**     **Work by the Village and Others.** The Village reserves the right to lay, and permit to be laid, cable television, telephone, electric, and other lines, cables and conduits, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under any street, alley, highway, easement or public place occupied by MSU so long as it performs in accordance with TCEQ regulations and state law. The Village shall be liable to MSU only for any damage to the MSU's lines, equipment or appurtenances of MSU, the producing cause of which is the negligence of the Village, its employees or subcontractors doing work for the Village. Damage caused to MSU as a result of work done by persons other than the Village, its employees, or its sub-contractors shall be corrected through payment to MSU by the responsible person. Removal and relocation expenses incurred by MSU shall be reimbursed by the person for whom the removal or relocation is made.

**Section 7:**     **Modification and Relocation of Facilities.**

- 7.1     If, during the period of this Franchise, the Village shall elect to alter or change the grade or alignment of any street, alley or other public right-of-way, or any water pipe, wastewater pipe, or any overhead or underground structure within the corporate limits or the extraterritorial jurisdiction of the Village, so as to conflict with the Collection System, Distribution System, or equipment and appurtenances of MSU, MSU shall remove or relocate, as necessary, all of its facilities, equipment, and appurtenances necessary at MSU's expense. Schedules for this work shall be developed by designated representatives of MSU and the Village. If such representatives cannot agree on the schedules, MSU's acting engineer, after consultation with the Village, shall establish a schedule. This schedule shall provide for a minimum of thirty (30) days between the time the schedule is furnished to MSU and the time that any specific work to be done by MSU covered in the schedule is to begin.
  
- 7.2     Whenever any such public works project is funded, in whole or in part, with federal or state highway monies, if federal or state law provides compensation for utility adjustments, the Village shall request that compensation be provided to MSU by the funding authority. If the Village receives such requested utility adjustment compensation, it shall deliver same to MSU.

**Section 8:**     **Service to be Provided by MSU.**

- 8.1     Service may be provided by means of transmission and distribution lines, equipment, and appurtenances in the streets, alleys, easements, and other public rights-of-way. MSU shall not place its transmission or distribution lines, equipment and appurtenances where the same will obstruct or interfere with motor vehicle traffic, or any existing television cable, electric, drainage, sewer or telephone facilities, traffic control signalization, street lights, fire lines or communication lines.

- 8.2 MSU shall furnish service consistent with the requirements and intent of this Franchise and its "service regulations" as now or hereafter adopted by MSU; provided that consistent with such regulations, MSU shall provide water service to all areas of the Village and within the Service Area.
- 8.3 MSU's system and appurtenances shall be located, installed and maintained so that none of the facilities shall unreasonably endanger the lives of persons, unreasonably interfere with any public improvements the Village may deem proper to make, or unnecessarily obstruct the free use of the streets, alleys, bridges, easements or public property.
- 8.4 MSU shall repair all excavations and work sites by MSU in compliance with any applicable Village rules and regulations; provided that in any event the area of excavation or work shall be, at minimum, repaired and replaced to as good or better condition.

**Section 9: MSU Rules and Regulations.**

- 9.1 MSU's rates, rules and regulations shall be and remain in effect as adopted and amended from time to time by MSU; subject to the right of the Village to regulate any such rate, rule or regulation to the fullest extent allowed by law.
- 9.2 MSU shall be entitled to require from each and every customer to make such deposits and payments as required by MSU, and to comply with the rules and regulations adopted by MSU.

**Section 10: Franchise and Rental Fees.**

- 10.1 The streets, rights-of-way, and public easements to be used by MSU in the operation of its system within the boundaries of the Village as such boundaries exist as of the effective date of this ordinance, are valuable public properties acquired and maintained by the Village at great expense to its taxpayers, without which MSU would be required to invest in right-of-way costs and acquisitions, and since the Village will incur costs in regulating and administering this Franchise, MSU shall through the term of this Franchise pay to the Village four percent (4%) billed on the total water usage fee collected from customers located within the Village for the duration of the Franchise. The fee shall be paid quarterly payable on or before the 15th day of the month following the end of the quarter, and the fee shall be based upon the total number of users as of July 15 of the previous year. For example, the franchise fee for the quarter ending June 30th shall be paid by July 15th.
- 10.2 The franchise fee shall be in lieu of any and all other Village imposed rentals or fees for the franchise, license and privilege of occupying the Village streets, and any excise or revenue taxes or fees and all similar rentals or taxes (except as and when applicable ad valorem property taxes, special assessments for local improvements, village sales tax, and such other charges for utility services imposed uniformly upon persons, firms or corporations then engaged in business within the Village) upon or relating to the business, revenue, franchise, transmission and distribution lines, installations and systems, fixtures, and other facilities of MSU and all other property of MSU and its activities, or any part thereof, in the Village which relate to the operations of MSU's Collection System or Distribution System.

**Section 11: Expansion of Service Area**

MSU may, from time to time, expand the Service Area to adjacent properties and developments and extend retail water and sewer service to all facilities and customers in the expanded Service Area with approval by the Board of Alderman. Any land or property included in a Service Area expansion shall first be voluntarily annexed into the Village's corporate boundaries. Upon approval by the Board of Aldermen of any Service Area expansion, the Franchise shall include the expanded Service Area and all rights, privileges, and duties of MSU shall continue for the expanded Service Area.

**Section 12: Insurance Provided by MSU.**

MSU shall maintain throughout the term of this Franchise property damage coverage, general liability insurance, automobile liability insurance, and worker compensation insurance, with an insurance company, or companies, licensed to do business in the State of Texas insuring against claims for liability and damages; provide that MSU may in its continuing discretion provide all required coverage by a funded self-insured program.

**Section 13: Indemnification and Hold Harmless.**

MSU agrees to defend, indemnify, and hold harmless the Village, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity, arising from MSU's Distribution System, Collection System, or operations within the Village, or arising from any act of negligence of MSU, or any of its agents, contractors, servants, employees or licensees. It is understood that it is not the intention of either the Village or MSU to create any liability, right or claim for the benefit of third parties and this Franchise is intended and shall be construed of the sole benefit of the Village and MSU.

**Section 14: General Provisions.**

MSU shall supply the Village with a map or maps showing the probable location(s) of the Collection System and Distribution System to be constructed by MSU after the date of this Franchise. Upon the completion of construction of any part or portion of the Collection System or Distribution System, or any addition thereto, within the Village, MSU shall provide the Village with a map showing the location of such water line, pipe, or facility.

**Section 15: Severability.**

If any section, paragraph, subdivision, clause, part or provision hereof shall be adjudged invalid or unconstitutional the same shall not affect the validity hereof as a whole or any part or provision other than the part of parts held invalid or unconstitutional.

**Section 16: Governing Law.**

This Franchise shall be construed in accordance with the Constitution and laws of the State of Texas. Nothing in this Franchise is intended to expand upon the authorities or rights of either the Village or MSU according to the Constitution and laws of the State of Texas. Nothing in the

Franchise shall be construed as a waiver by either party of its authority or rights as provided by the Constitution of the State of Texas.

**Section 17: Open Meetings.**

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

**Section 18: Publication.**

The full caption of this ordinance shall be published one (1) time in a weekly newspaper published within or in general circulation within the Village. This ordinance shall take effect only upon its acceptance by MSU. In the event this Franchise is not accepted by MSU this ordinance shall expire and become null and void.

**READ, PASSED, AND ADOPTED THIS \_\_\_th DAY OF MARCH, 2024.**

VILLAGE OF SALADO, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_, Village Secretary

**AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

MUSTANG SPRINGS UTILITY, LLC

\_\_\_\_\_  
Signature

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



# BOA Agenda Item #6(C)



Date Submitted:

Agenda Date Requested: April 29, 2024

Project/Proposal Title:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

Project/Proposal Summary:

CONSIDERATION AND POSSIBLE ACTION ON APPROVING AMENDMENT #3 TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES WITH OPERATIONS MANAGEMENT INTERNATIONAL, INC., FOR THE PERIOD OF APRIL 1, 2024, THROUGH MARCH 31, 2025.

**AMENDMENT NO. 3**  
**to the**  
**AGREEMENT FOR OPERATIONS, MAINTENANCE and**  
**MANAGEMENT SERVICES**  
**for the**  
**VILLAGE OF SALADO**

**This Amendment No. 3** (the “Amendment”) to the Agreement for Operations, Maintenance and Management Services for the Village of Salado, TX (the “Agreement”) is made effective as of this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between the Village of Salado (hereinafter “Owner”) and Operations Management International, Inc. (hereinafter “Contractor”), collectively referred to herein as the “Parties”.

NOW THEREFORE, Owner and Contractor agree to amend the Agreement as follows:

1. Article 4.11 is hereby added to this Agreement as follows:

4.11 Owner is responsible to provide safe and passable roadway access to all facilities at all times in order for Contractor to complete its responsibilities under this Agreement. In the event Owner fails to maintain roadway access, Contractor may experience performance delays which shall not be considered a breach of this Agreement and shall not be subject to any fine, penalty or invoice offset by Owner. If Owner’s failure to maintain roadway access creates an emergency situation for Contractor, Contractor may take action in accordance with Appendix A.1.2.09.

2. Appendix D.1.1 is hereby deleted and replaced with the following:

D.1.1 Owner shall pay to Contractor as compensation for services performed under this Agreement a Base Fee of One Hundred Eighty-Five Thousand Sixty-One Dollars (\$185,061) for the period of April 1, 2024 through March 31, 2025. Subsequent years’ base fees shall be determined as set forth in Article D.2.1.

3. Appendix D.2.1 is hereby deleted and replaced with the following:

D.2.1 Changes in the Base Fee will be negotiated three (3) months prior to third anniversary of the Commencement Date hereof and annually thereafter. Base Fee adjustments will be negotiated taking into consideration expenditures for Project management labor, employee benefits, lab supplies, safety supplies, chemicals, fuel, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone including cellular phones, postage, utilities, tools, memberships, training supplies and other direct and indirect costs, as the basis of adjustment of the Base Fee. Owner and Contractor agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Base Fee. However, in the event the parties fail to reach agreement by anniversary date of the Commencement Date for the applicable year, the Base Fee will be escalated by the below formula:

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Appendix D.1.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

AF =  $(((ECI) .50 + (CPI) .50))) + 1$

ECI = The twelve month percent change (from the 3rd quarter of the prior year to the 3rd quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

CPI = The twelve month percent change (from September of the prior year to September of the current year) in the seasonally adjusted Consumer Price Index for All Urban Consumers: Water and sewerage maintenance in the U.S. City Average as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SEHG01.

**This Amendment No. 3** together with the Agreement and all prior amendments constitute the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment No. 3 nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

**OPERATIONS MANAGEMENT INTERNATIONAL, INC.**



Digitally signed by Greg Weeks  
DN: cn=Greg Weeks, c=US, o=OMFS -  
South Central Region, ou=PTJ 011902 US  
PROJECT DELIVERY - OM SVCS - US  
SOUTH - GLOBAL - OM,  
email=greg\_weeks@jacobus.com  
Date: 2024.04.12.11:09:19 -0500

Name: Greg Weeks  
Title: Manager of Projects  
Date: 4/12/2024

**VILLAGE OF SALADO, TX**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Series Id: CUUR0000SEHG01

Not Seasonally Adjusted

Series Title: Water and sewerage maintenance in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Water and sewerage maintenance

Base Period: 1982-84=100



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2019	561.114	561.677	563.105	565.47	565.803	567.442	568.911	570.069	571.018	572.912	574.691	575.232	564.102	572.139
2020	577.441	578.838	580.394	581.757	582.322	583.204	585.456	589.444	589.992	590.957	592.998	594.169	580.659	590.503
2021	596.237	597.584	598.452	599.614	600.405	602.795	605.224	607.339	607.938	609.541	610.952	611.944	599.181	608.823
2022	620.547	622.672	621.92	623.653	624.129	626.248	629.717	635.522	636.951	636.111	637.882	639.319	623.195	635.917
2023	646.581	651.274	652.403	653.74	654.537	657.11	659.223	665.008	666.141				652.608	

Employment Cost Index (NAICS)

Series Id: CUU1010000000000A (B,C)

Not seasonally adjusted

Series Title: Total compensation for All Civilian workers in All industries and occupations, 12-month percent change

Ownership: Civilian workers

Component: Total compensation

Occupation: All occupations

Industry: All industries

Subcategory: All workers

Area: United States (National)

Periodicity: 12-month percent change, current dollars



Year	Period	Estimate Value	Standard Error
2019	Qtr1	2.8	0.1
2019	Qtr2	2.7	0.1
2019	Qtr3	2.8	0.1
2019	Qtr4	2.7	0.1
2020	Qtr1	2.8	0.1
2020	Qtr2	2.7	0.1
2020	Qtr3	2.4	0.1
2020	Qtr4	2.5	0.1
2021	Qtr1	2.6	0.2
2021	Qtr2	2.9	0.1
2021	Qtr3	3.7	0.2
2021	Qtr4	4	0.1
2022	Qtr1	4.5	0.2
2022	Qtr2	5.1	0.1
2022	Qtr3	5	0.2
2022	Qtr4	5.1	0.1
2023	Qtr1	4.8	0.1
2023	Qtr2	4.5	0.1
2023	Qtr3	4.3	0.1
2023	Qtr4	4.2	0.1