



**SPECIAL BOARD OF ALDERMEN MEETING
SALADO MUNICIPAL BUILDING
301 N. STAGECOACH RD.
SALADO, TEXAS
DECEMBER 11, 2025 | 6:30 P.M.**

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

www.youtube.com/@VillageofSalado



Join the meeting 5 minutes before the posted start time.

AGENDA

CALL TO ORDER

CALL OF ROLL

INVOCATION

DECEMBER 11, 2025, 6:30 P.M.

VILLAGE ADMINISTRATOR

ALDERMAN / MAYOR PRO TEM ZACH HURST

PLEDGE OF ALLEGIANCE I SALUTE TO THE TEXAS FLAG

1. PUBLIC COMMENTS

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 FIVE (5) 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. EXECUTIVE SESSION

THE BOARD OF ALDERMEN WILL ENTER A CLOSED, EXECUTIVE SESSION TO DISCUSS THE FOLLOWING:

PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.071:

- A. RECEIVE LEGAL ADVICE ON CORRESPONDENCE FROM LAW FIRM REPRESENTING HAUPTSTRASSE BREWING COMPANY, LLC. PERTAINING TO PROPOSED IMPROVEMENTS TO ROYAL STREET.
- B. RECEIVE LEGAL ADVICE ON INVESTIGATION INTO EXPENDITURE OF PUBLIC FUNDS.

3. RETURN TO OPEN SESSION

- A. DISCUSSION AND POSSIBLE ACTION ON AGENDA ITEM DELIBERATED IN EXECUTIVE SESSION.

4. CONSENT AGENDA

- A. APPROVAL OF THE MINUTES OF NOVEMBER 18, 2025, BOARD OF ALDERMEN WORKSHOP.
- B. APPROVAL OF THE MINUTES OF NOVEMBER 20, 2025, BOARD OF ALDERMEN REGULAR MEETING.
- C. ACKNOWLEDGE RECEIPT OF PETITION TO RELEASE PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION FROM V V ACQUISITIONS, LLC.

LEGAL DESCRIPTION: BEING 7.63 ACRES IN THE WILLIAM CONNELL SURVEY, ABSTRACT NO. 152 AS RECORDED IN DOC. NO. 2023045954 IN THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS, BELL CAD ID 64298, GENERALLY LOCATED AT 21889 IH-35 SERVICE ROAD, SALADO, TX 76571.

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

6. PUBLIC HEARINGS

A. MUSTANG SPRINGS ZONING

PUBLIC HEARING ON THE ZONING APPLICATION OF APPROXIMATELY 1,105.60-ACRES LOCATED AT 1717 MUSTANG CREEK BOULEVARD AT FM-2843. THE DEVELOPER, KERBY VENTURES, HAS APPLIED FOR ZONING PRIMARILY FOR SINGLE-FAMILY (SF-7) AND SOME MIXED-USE (MU), FOR THE DEVELOPMENT COMMONLY KNOWN AS MUSTANG SPRINGS.

B. DAYS INN BY WYNDHAM SALADO ANNEXATION

PUBLIC HEARING ON THE ANNEXATION PETITION OF LOT ONE (1), IN BLOCK ONE (1), OF SANDERS PARK ADDITION, AN ADDITION OF 3.201 ACRES OF LAND SITUATED IN THE G.F. LANKFORD SURVEY ABSTRACT NO. 861, BELL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET C, SLIDE 384-A, OF THE PLAT RECORDS OF BELL COUNTY, TEXAS, DOC #2023047022.

C. SALADO WILDFIRE REPLAT / SANCTUARY SOUTH TRACT REZONING

PUBLIC HEARING ON THE REZONING APPLICATION OF A 57.04-ACRE TRACT OF LAND SITUATED IN THE H.W. HURD SURVEY, ABSTRACT NO. 398 AND THE W. ROBERTS SURVEY, ABSTRACT NO. 708 IN BELL COUNTY, TEXAS. BEING ALL OF; LOT 1B AND LOT 2 OF "SALADO WILDFIRE REPLAT", LOCATED ON THE SOUTH SIDE OF FM-2268 AT IH-35 FRONTAGE ROAD. SANCTUARY SALADO INVESTMENTS II, LLC, HAS APPLIED FOR THE REZONING OF THE CURRENT PLANNED DEVELOPMENT COMMERCIAL (PD-C) TO PLANNED DEVELOPMENT MIXED-USE (PD-MU), FOR THE DEVELOPMENT COMMONLY KNOWN AS SANCTUARY SOUTH TRACT.

7. DISCUSSION AND POSSIBLE ACTION

- A. DISCUSSION AND POSSIBLE ACTION ON APPOINTING MRS. CHRISTIE HURST, BSN, RN, AS THE VILLAGE'S PRIMARY REPRESENTATIVE TO THE BELL COUNTY PUBLIC HEALTH DISTRICT'S BOARD OF DIRECTORS.
- B. DISCUSSION AND POSSIBLE ACTION ON APPROVING THE 2ND ANNUAL MUSIC CRAWL AND CHILI COOK-OFF EVENT ALONG MAIN STREET, INCLUDING THE BLOCKING OFF OF SOME PARKING SPACES IN FRONT OF EMPRESARIO WINES ON SATURDAY, APRIL 25, 2026.
- C. DISCUSSION AND POSSIBLE ACTION ON APPROVING RESOLUTION NO. 2025-13, A RESOLUTION TO PARTICIPATE IN THE TEXAS SMARTBUY MEMBERSHIP PROGRAM, A COOPERATIVE PURCHASING PROGRAM THROUGH THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS.
- D. DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2016.04-A, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS AMENDING ORDINANCE NO. 2016.04 AND ADOPTING AMENDED ZONING FOR PLANNED DEVELOPMENT DISTRICT NO. 2 PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF SALADO AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING. (Salado Sanctuary South Tract Rezoning)
- E. DISCUSSION AND POSSIBLE ACTION ON APPROVING AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE VILLAGE OF SALADO, BELL COUNTY, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE VILLAGE; ADOPTING A SERVICE PLAN; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING. (Burnet Operation LLC Annexation Ordinance | Days Inn by Wyndham)
- F. DISCUSSION AND POSSIBLE ACTION ON APPROVING A POSSIBLE MEMORANDUM OF UNDERSTANDING, LEASE AGREEMENT, OR RENTAL AGREEMENT FOR OFFICE SPACE NEEDED FOR THE VILLAGE'S VISITOR CENTER.

- G. DISCUSSION AND POSSIBLE ACTION ON SELECTING A FIRM TO PROVIDE AUDIT SERVICES AND AUTHORIZING THE MAYOR PRO TEM, CITY ATTORNEY, AND VILLAGE ADMINISTRATOR TO NEGOTIATE A CONTRACT AND ENTER INTO A CONTRACT FOR AUDIT SERVICES. SHOULD AN AGREEMENT NOT BE REACHED WITH THE SELECTED AUDITING SERVICES FIRM, THE COMMITTEE IS AUTHORIZED TO NEGOTIATE WITH THE SECOND FIRM THAT SUBMITTED THEIR STATEMENT OF QUALIFICATIONS.
- H. DISCUSSION ON CHANGING THE START TIME OF REGULAR BOARD OF ALDERMEN MEETINGS FROM 6:30 P.M. TO 6:00 P.M. AND INSTRUCTING THE CITY ATTORNEY TO PREPARE AN AMENDING ORDINANCE.
- I. DISCUSSION AND POSSIBLE ACTION ON CANCELLING THE REGULAR MEETING SCHEDULED FOR JANUARY 1, 2026, DUE TO THE DAY BEING A CITY HOLIDAY.

8. 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 THE MEETING WAS POSTED ON THE BULLETIN BOARD AT THE SALADO MUNICIPAL BUILDING BY **DECEMBER 5, 2025**, BY 5:00 P.M.

Teresa Spinks

TERESA SPINKS, 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 TERESA SPINKS, 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.

Agenda Item #1



Date Submitted:

December 8, 2025

Agenda Item:

Public Comments

Project/Proposal Summary:

1. PUBLIC COMMENTS

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 FIVE (5) 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.

Agenda Item #2 & 3



Date Submitted:

December 8, 2025

Agenda Item:

Executive Session

Project/Proposal Summary:

2. EXECUTIVE SESSION

THE BOARD OF ALDERMEN WILL ENTER A CLOSED, EXECUTIVE SESSION TO DISCUSS THE FOLLOWING:

PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.071:

A. RECEIVE LEGAL ADVICE ON CORRESPONDENCE FROM LAW FIRM REPRESENTING HAUPTSTRASSE BREWING COMPANY, LLC. PERTAINING TO PROPOSED IMPROVEMENTS TO ROYAL STREET.

B. RECEIVE LEGAL ADVICE ON INVESTIGATION INTO EXPENDITURE OF PUBLIC FUNDS.

3. RETURN TO OPEN SESSION

A. DISCUSSION AND POSSIBLE ACTION ON AGENDA ITEM DELIBERATED IN EXECUTIVE SESSION.

Agenda Item #4 & 5



Date Submitted:

December 8, 2025

Agenda Item:

Consent Agenda

Project/Proposal Summary:

4. CONSENT AGENDA

A. APPROVAL OF THE MINUTES OF NOVEMBER 18, 2025, BOARD OF ALDERMEN WORKSHOP.

B. APPROVAL OF THE MINUTES OF NOVEMBER 20, 2025, BOARD OF ALDERMEN REGULAR MEETING.

C. ACKNOWLEDGE RECEIPT OF PETITION TO RELEASE PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION FROM V V ACQUISITIONS, LLC.

LEGAL DESCRIPTION: BEING 7.63 ACRES IN THE WILLIAM CONNELL SURVEY, ABSTRACT NO. 152 AS RECORDED IN DOC. NO. 2023045954 IN THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS, BELL CAD ID 64298, GENERALLY LOCATED AT 21889 IH-35 SERVICE ROAD, SALADO, TX 76571.

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

**Village of Salado Municipal Building
301 North Stagecoach Road
Salado, Texas
Board of Aldermen Workshop
November 18, 2025, at 6:00 p.m.**

The Board of Aldermen workshop was called to order at 6:00 p.m. by Mayor Pro Tem Zach Hurst.

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

Board Members Present: Mayor Pro Tem Zach Hurst, Alderman Neil Dunch, Alderman Michael MacDonald, and Alderman Allen Sandor. Alderman James Lassiter arrived at 6:01 p.m.

Staff Present: Village Administrator Manuel De La Rosa, Director of Administrative Services Gina Pence, City Secretary Teresa Spinks, and Sergeant Chris Dunshie.

1. PUBLIC COMMENTS

None.

2. WORKSHOP

A. DISCUSSION ON FINANCING OPTIONS AND PROGRAMS AVAILABLE TO INCREASE WASTEWATER TREATMENT CAPACITY AT THE VILLAGE'S WASTEWATER TREATMENT PLANT.

Discussion between the Board of Aldermen, village staff, and guest consultants:

1. Chris Lane – Financial Advisor, SAMCO Capital
2. Gregory Miller – Bond Counsel, Bickerstaff
3. Armand Hunt – MRB Group
4. Brooke Thompson – MRB Group

3. ADJOURNMENT

Mayor Pro Tem Hurst called the meeting adjourned at 7:32 p.m.

Approved:

Zach Hurst, Mayor Pro Tem

Attest:

Teresa Spinks, City Secretary

**Village of Salado Municipal Building
301 North Stagecoach Road
Salado, Texas
Minutes of Regular Meeting of Board of Aldermen
November 20, 2025, at 6:30 p.m.**

The Board of Aldermen meeting was called to order at 6:30 p.m. by Mayor Pro Tem Hurst. The meeting was conducted in person and on YouTube.

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

Board Members Present: Mayor Pro Tem Zach Hurst, Alderman Neil Dunch, Alderman James Lassiter, Alderman Michael MacDonald, and Alderman Allen Sandor.

Staff Present: Village Administrator Manuel De La Rosa, Director of Administrative Services Gina Pence, City Secretary Teresa Spinks, Police Chief Allen Fields, Convention and Visitors Bureau Manager Deanna Whitson.

1. PUBLIC COMMENTS

Public comments from Jim Boynton.

2. EXECUTIVE SESSION

Executive Session convened at 6:37 p.m. Alderman Dunch recused himself.

THE BOARD OF ALDERMEN WILL ENTER A CLOSED, EXECUTIVE SESSION TO DISCUSS THE FOLLOWING:

PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.071:

- A. RECEIVE LEGAL ADVICE ON CORRESPONDENCE FROM LAW FIRM REPRESENTING HAUPTSTRASSE BREWING COMPANY, LLC. PERTAINING TO PROPOSED IMPROVEMENTS TO ROYAL STREET.

Executive Session adjourned at 8:08 p.m.

3. RETURN TO OPEN SESSION

Returned to open session at 8:12 p.m.

- A. DISCUSSION AND POSSIBLE ACTION ON AGENDA ITEM DELIBERATED IN EXECUTIVE SESSION.

Motion made by Alderman MacDonald to have the city attorney proceed as discussed in the Executive Session. Seconded by Alderman Sandor. Motion carried by a vote of four in favor, none opposed, one abstention.

	AYES	NAYS	ABSTENTIONS
Mayor Pro Tem Hurst	AYE		
Alderman Dunch			ABSTAINED
Alderman Lassiter	AYE		
Alderman MacDonald	AYE		
Alderman Sandor	AYE		

4. CONSENT AGENDA

A. APPROVAL OF THE MINUTES OF NOVEMBER 6, 2025, BOARD OF ALDERMEN REGULAR MEETING

B. ACKNOWLEDGE RECEIPT OF PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION FROM MARK DEPOY AND DONALD MICHAEL SCHULTZ.

LEGAL DESCRIPTION: BEING A 31.546-ACRE TRACT OF LAND SITUATED IN THE GF LANKFORD SURVEY, ABSTRACT NO. 508, BELL COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 31.56 ACRE-TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED DATED MAY 5, 2022 FROM ESTATE OF LENA R. HEITMEYER, DECEASED, BY EXTRACO BANKS, N.A. OF TEMPLE, TEXAS, INDEPENDENT EXECUTOR TO MARK DEPOY AND DONALD MICHAEL SCHULTZ AND BEING OF RECORD IN DOCUMENT NO. 2022030173, OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS AND BEING FURTHER DESCRIBED AS TRACT FOUR IN A WARRANTY DEED DATED MARCH 2, 2005 FROM LENA R. HEITMEYER, INDEPENDENT EXECUTRIX OF THE ESTATE OF FRED B. HEITMEYER, DECEASED TO LENA R. HEITMEYER, INDIVIDUALLY AND BEING OF RECORD IN DOCUMENT NO. 2005009036, OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS.

C. ACKNOWLEDGE RECEIPT OF PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION FROM DUSTIN L. KING.

LEGAL DESCRIPTION: BEING A 168.422-ACRE TRACT OF LAND OUT OF THE G.F. LANKFORD SURVEY, A-508, THE A. MCKENZIE SURVEY, A-542, AND THE F. MADRIGAL SURVEY, A-540, LOCATED IN BELL COUNTY, TEXAS SAID 168.422-ACRE TRACT BEING PART OF THE TRACT CONVEYED FROM THE FRED B. HEITMEYER TESTAMENTARY TRUST TO JOHN HEITMEYER, FILED MARCH 18, 2022 AND RECORDED IN DOCUMENT NO. 2022017649 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS (OPRBC).

D. ACKNOWLEDGE RECEIPT OF PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION FROM DUSTIN L. KING.

LEGAL DESCRIPTION: BEING 77.90-ACRES OF LAND OUT OF THE G.F. LANKFORD SURVEY, ABSTRACT NO. 508 AND THE ALEXANDER MCKENZIE SURVEY, ABSTRACT NO. 542, BELL COUNTY, TEXAS, AND BEING ALL OF A CALLED 79.290-ACRE TRACT OF LAND (INCLUDING "SAVE AND EXCEPT 3.095-ACRES") AS DESCRIBED BY A DEED TO DANA LEE EDDLEMAN, RECORDED IN VOLUME 4591, PAGE 22, OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS (OPRBCT). SAID "SAVE AND EXCEPT" ALSO BEING DESCRIBED AS A CALLED 3.101-ACRE TRACT OF LAND BY A DEED TO SAID OWNER, RECORDED IN VOLUME 3801, PAGE 170, OPRBCT.

No public comments. Motion made by Alderman MacDonald to approve as written. Seconded by Alderman Sandor. Motion carried by a vote of five in favor, none opposed.

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

None.

6. VILLAGE ADMINISTRATOR'S REPORT

- SALES TAX COLLECTION UPDATE
- OVERVIEW OF FINANCIAL REPORTS ENDING OCTOBER 31, 2025

7. STAFF REPORTS

- A. PRESENTATION OF POLICE DEPARTMENT MONTHLY REPORT
- B. PRESENTATION OF THE CONVENTION AND VISITORS' BUREAU MONTHLY REPORT

8. DISCUSSION AND POSSIBLE ACTION

- A. DISCUSSION AND POSSIBLE ACTION ON APPROVING THE SALADO AIRPORT STORAGE FINAL PLAT, A 2.703-ACRE 2 LOT 1 BLOCK PLAT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE VILLAGE OF SALADO, LOCATED AT 15741 S. IH-35 SERVICE ROAD. THE PURPOSE OF THE PLAT IS TO CREATE A 2-LOT SUBDIVISION.

No public comments. Motion made by Alderman Sandor to approve as presented. Seconded by Alderman Lassiter. Motion carried by a vote of five in favor, none opposed.

- B. DISCUSSION AND POSSIBLE ACTION ON APPROVING A BUDGET AMENDMENT, ALLOCATING \$4,400 FROM LINE ITEM 6205, USED FOR OVERTIME, FOR THE NEWLY CREATED POLICE LIEUTENANT POSITION, WITH LINE ITEM 6203, USED FOR THE SERGEANT SALARY, TO FUND THE

LINE ITEM 6202.5, WHICH IS THE LIEUTENANT SALARY, SETTING THE LIEUTENANT BASE SALARY AT \$73,000.00 PER YEAR.

No public comments. Motion made by Alderman Dunch to approve as presented. Seconded by Alderman MacDonald. Motion carried by a vote of five in favor, none opposed.

- C. DISCUSSION AND POSSIBLE ACTION ON APPROVING P3WORKS LLC'S HOURLY BILLING RATE STRUCTURE INCREASE FOR ADMINISTRATION OF SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT ("PID") AND SANCTUARY NORTH/SOUTH PUBLIC IMPROVEMENT DISTRICT.

No public comments. Motion made by Alderman MacDonald to approve as written. Seconded by Alderman Lassiter. Motion carried by a vote of four in favor, one opposed.

	AYES	NAYS	ABSTENTIONS
Mayor Pro Tem Hurst	AYE		
Alderman Dunch		NAY	
Alderman Lassiter	AYE		
Alderman MacDonald	AYE		
Alderman Sandor	AYE		

9. ADJOURNMENT

Mayor Pro Tem Hurst called the meeting adjourned at 9:18 p.m.

Approved:

Zach Hurst, Mayor Pro Tem

Attest:

Teresa Spinks, City Secretary



November 14, 2025

Manuel De La Rosa
Village Administrator
Village of Salado
301 N. Stagecoach Road
Salado, TX 76571

RE: *Petition for an ETJ Release on an approximately 7.63 acres tract of land in the William Connell Survey, Abstract No. 152 generally located at 21889 IH-35 Service Road, Salado, TX 76571 (Bell CAD ID 64298) (the "Property")*

Dear Mr. De La Rosa:

As representatives of the owner of the above stated Property we respectfully submit the attached petition to request the release of the Property from the Village of Salado's extra-territorial jurisdiction (ETJ) in accordance with Texas Local Government Code (LGC) Chapter 42 Subchapter D. Please see the location map attached to this letter.

Please note that property owner as listed in the records of the Tax Appraisal District of Bell County do not reflect the most recent change in title of the Property. The Appraisal District lists LGS PREFAB LLC as the owner of the Property. LGS PREFAB LLC recently transferred ownership to VV Acquisitions LLC on October 27, 2025 via deed recorded in Doc. No. 2025053040 in the Official Public Record of Bell County, Texas.

We submit this petition for your review and verification in accordance with LGC 42.105 and the processes outlined therein. The petitioner represents 100% of all owners in the area to be released and the petition includes all materials required by Subchapter 42.

If you have any questions about this petition or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ethan Harwell'.

Ethan Harwell, AICP

512 580 5803
ethan.harwell@kimley-horn.com

November 12, 2025

Ethan Harwell, AICP
Kimley-Horn and Associates, Inc.
10814 Jollyville Road
Building IV, Suite 200
Austin, TX 78759

RE: Agent Authorization Letter for the Petition for ETJ Release of 7.63 acres tract of land in the William Connell Survey, Abstract No. 152 generally located at 21889 IH-35 Service Road, Salado, TX 76571 (Bell CAD ID 64298)

Dear Mr. Harwell:

This letter shall serve as authorization for Kimley-Horn and Associates, Inc. to represent and act on behalf of VV ACQUISITIONS, LLC for the purpose of preparing and submitting all required petitions and applications associated with the ETJ Release of the subject property.

Please contact Casey Griffis at cgriffis@victoryventureshc.com if additional information is required.

Sincerely,

VV ACQUISITIONS, LLC,
a Texas limited liability company

By: 

Name: Casey Griffis

Title: Authorized Signatory

Address:

2310 North Henderson Ave, #1478
Dallas, Texas 75206
Attn: Casey Griffis

STATE OF TEXAS §
 §
COUNTY OF BELL §

PETITION TO RELEASE PROPERTY FROM THE EXTRA-TERRITORIAL JURISDICTION

Pursuant to Chapter 42, Subchapter D of the Texas Local Government Code, VV ACQUISITIONS, LLC (“Owner”) files this Petition to Release Property from the Extraterritorial Jurisdiction of the Village of Salado, and certifies the following:

A. Owner is the owner of property identified below, and shown further described on Exhibit A attached hereto:

1. 21889 IH-35 Service Road, Salado, TX 76571, being 7.63 acres in the William Connell Survey, Abstract No. 152 as recorded in Doc. No. 2023045954 in the Official Public Records of Bell County, Texas, hercin referred to as the “Property.”

B. The Property is located within the extraterritorial jurisdiction of the Village of Salado.

C. Pursuant to Tex. Loc. Gov’t Code § 42.102(b), Owner is the sole owner and holder of title of land in the Property, as indicated by the tax rolls of the Tax Appraisal District of Bell County.

D. Owner requests that the Village of Salado, Texas immediately release the Area from the municipality’s extraterritorial jurisdiction in accordance with Tex. Loc. Gov’t Code §42.105(c).

E. Pursuant to Tex. Loc. Gov’t Code § 42.105(d), if the City of Georgetown fails to take action to release the Property by the later of the 45th day after the date the municipality receives this Petition or the next meeting of the municipality’s governing body that occurs after the 30th day after the date the municipality receives this Petition, the Property is released by operation of law.

IN WITNESS HEREOF, Owner has executed this petition on the 12th day of November, 2025.

By: Casey Griffiths 

Name: Casey Griffis

Title: Authorized Signatory

VV ACQUISITIONS, LLC, a Texas limited liability company

Date of Birth: 2/25/77

Address of Residence: 101 Wild Oak Ln, Hickory Creek, TX 75065

Date of Signature: 11/12/25

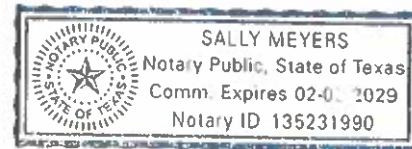
ACKNOWLEDGMENT

STATE OF TEXAS §

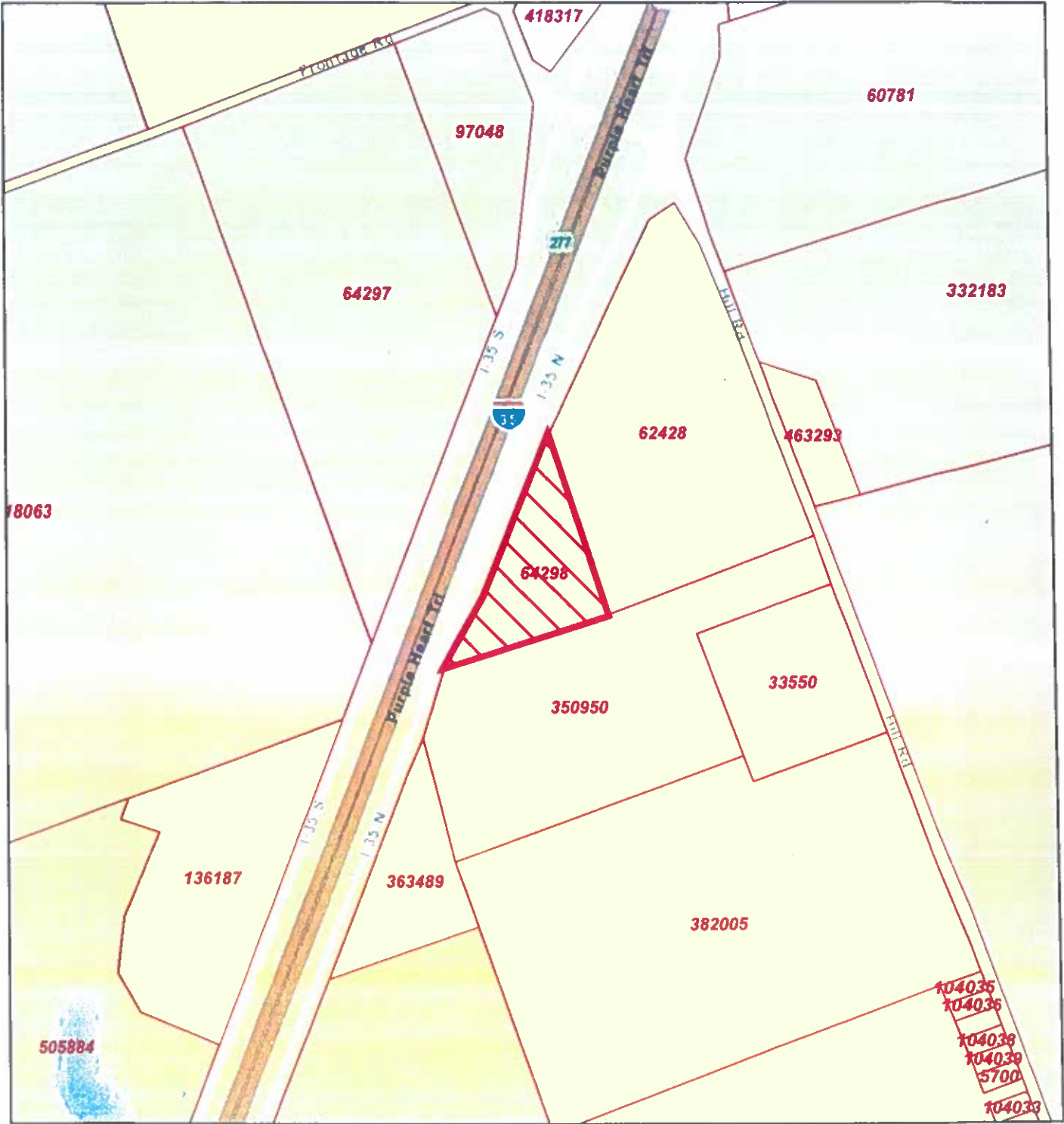
COUNTY OF Denton §

This instrument was acknowledged before me on the 12TH day of November, 2025, by Casey Griffis, Authorized Signatory of VV ACQUISITIONS, LLC, a Texas limited liability company, on behalf of said company.

Sally Meyers
Notary Public, State of Texas

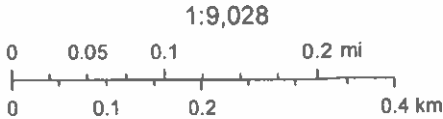


21889 IH-35 Service Road Location Map



11/8/2025, 4:07:19 PM

 Parcels



County of Williamson, Esn, HERE, Garmin, INCREMENT P, NGA, USGS

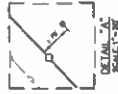
PLAT SHOWING:

A 7.925 ACRE (332,151.11 SQ. FT.) TRACT OF LAND, MORE OR LESS, BEING OUT OF THE WILLIAM CONNELL SURVEY, ABSTRACT NUMBER 152, BELL COUNTY, TEXAS, AND BEING THE SAME PROPERTY AS THE TRACT OF LAND CONVEYED TO J. J. BRAZOS INC. BY DEED RECORDED IN DOCUMENT NUMBER 2021063246 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- PROPERTY LINE
- FRONTAGE ROAD CENTERLINE
- 15' WIDE FRONTAGE PAYMENT
- CONCRETE
- ASPHALT
- BARRIED WIRE FENCELINE
- LIGHT POLE
- TRAFFIC SIGN
- LIMITS OF FLOOD ZONE "A"
- CONCRETE MONUMENT OR ALUMINUM DISK
- FOUND 1000' MONUMENT ALUMINUM DISK
- SET 1/2" FROM 100' W/PAK LAP
- STAMPED "C.S. RPL'S #6385"
- RIGHT OF WAY
- WARRANTY DEED
- WARRANTY DEED INSTRUMENT
- ASPHALT
- EASEMENT
- UTILITY
- DRIVEWAY

GRAPHIC SCALE IN FEET: 1"=60'
0 30 60



OWNER: CHAMARRA LLC
WD: DOC NO 2021063246
C.P. REC. X

7.925 ACRES
(332,151.11 SQ. FT.)
OWNER: J. J. BRAZOS INC.
WD: DOC NO 2021063246
C.P. REC. X

OWNER: J. J. BRAZOS INC.
WD: DOC NO 2021063246
C.P. REC. X

FEMA ZONE "A" PER FIRM NO 480720075C DATED 9/26/2008

2018
FEL T0007 MONUMENT
BY CONVEYED TO J. J. BRAZOS INC.
RECORDED BY DOC NO 2021063246
1. 10/10/2020 2:10
1. 10/10/2020 2:10

THE MOORE GROUP
CONSTRUCTION & SURVEYING
1000 GARDENIA DRIVE
AUSTIN, TEXAS 78733
TEL: (512) 442-5377
FAX: (512) 442-7183

arristales
and
urveying, LLC

- NOTES:
- SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "A" DESCRIBED AS NO BASE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 480720075C, DATED 9/26/2008, NO ADDITIONAL FLOODING INFORMATION IS SHOWN ON THIS MAP. THE PROPERTY OWNER IS ADVISED THAT THE FLOOD ZONE MAP IS A GENERAL REPRESENTATION OF FLOODING AND DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN THEREON.
 - WATER UTILITY WITH TEMPORARY CONSTRUCTION EASEMENT GRANTED TO JARRELL-SCHWENKER WATER SUPPLY CORPORATION, 15' WIDE ALONG WEST PROPERTY LINE. (SEE COMMITMENT ITEM 10-F)
 - WATER UTILITY WITH TEMPORARY CONSTRUCTION EASEMENT GRANTED TO JARRELL-SCHWENKER WATER SUPPLY CORPORATION, 15' WIDE ALONG WEST PROPERTY LINE. (SEE COMMITMENT ITEM 10-F)
 - WATER UTILITY WITH TEMPORARY CONSTRUCTION EASEMENT GRANTED TO JARRELL-SCHWENKER WATER SUPPLY CORPORATION, 15' WIDE ALONG WEST PROPERTY LINE. (SEE COMMITMENT ITEM 10-F)
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 - WATER UTILITY WITH TEMPORARY CONSTRUCTION EASEMENT GRANTED TO JARRELL-SCHWENKER WATER SUPPLY CORPORATION, 15' WIDE ALONG WEST PROPERTY LINE. (SEE COMMITMENT ITEM 10-F)
 - WATER UTILITY WITH TEMPORARY CONSTRUCTION EASEMENT GRANTED TO JARRELL-SCHWENKER WATER SUPPLY CORPORATION, 15' WIDE ALONG WEST PROPERTY LINE. (SEE COMMITMENT ITEM 10-F)
 - WATER UTILITY WITH TEMPORARY CONSTRUCTION EASEMENT GRANTED TO JARRELL-SCHWENKER WATER SUPPLY CORPORATION, 15' WIDE ALONG WEST PROPERTY LINE. (SEE COMMITMENT ITEM 10-F)

INTERSTATE HIGHWAY 30 (R.O.W. VARIATION)

2018
FEL T0007 MONUMENT
BY CONVEYED TO J. J. BRAZOS INC.
RECORDED BY DOC NO 2021063246
1. 10/10/2020 2:10
1. 10/10/2020 2:10

Tax Appraisal District of Bell County Property Search

Property Details

Account

Property ID: 64298 **Geographic ID:** 0486000100

Type: R **Zoning:**

Location

Situs Address: 21889 IH 35 SERVICE RD SALADO, TX 76571

Map ID: 79B05 A07 **Mapsc:**

Legal Description: A0152BC W CONNELL, 2-1, ACRES 7.63

Owner

Owner ID: 939611

Name: LGS PREFAB LLC

Agent:

Mailing Address: 1710 FORTVIEW RD
AUSTIN, TX 78704-7621

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$0 (+)

Improvement Non-Homesite Value: \$0 (+)

Land Homesite Value: \$0 (+)

Land Non-Homesite Value: \$568,340 (+)

Agricultural Market Valuation: \$0 (+)

Market Value: \$568,340 (=)

Agricultural Value Loss: \$0 (-)

Appraised Value: \$568,340 (=)

HS Cap Loss: \$0 (-)

Circuit Breaker:

Assessed Value:

\$568,340

Ag Use Value:

\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

****ATTENTION****

Indicated amount may not reflect all delinquent tax due beyond a 5-year history. Partial payments or contract payments may not be reflected. Quarter payments that are made according to Section 31.031 of the Texas Property Tax Code are not considered delinquent.

****WE CANNOT GUARANTEE THE ACCURACY OF THE AMOUNT DUE LISTED ****

Property Taxing Jurisdiction**Owner:** LGS PREFAB LLC **%Ownership:** 100.0%

Entity	Description	Market Value	Taxable Value
CAD	TAX APPRAISAL DISTRICT, BELL COUNTY	\$568,340	\$568,340
CB	BELL COUNTY	\$568,340	\$568,340
RRD	BELL COUNTY ROAD	\$568,340	\$568,340
SSAL	SALADO ISD	\$568,340	\$568,340
WCLW	CLEARWATER U.W.C.D.	\$568,340	\$568,340
ESD1	BELL COUNTY ESD #1	\$568,340	\$568,340

Agenda Item #6A & 6B



Date Submitted:

December 8, 2025

Agenda Item:

Public Hearings

Project/Proposal Summary:

6. PUBLIC HEARINGS

A. MUSTANG SPRINGS ZONING

PUBLIC HEARING ON THE ZONING APPLICATION OF APPROXIMATELY 1,105.60-ACRES LOCATED AT 1717 MUSTANG CREEK BOULEVARD AT FM-2843. THE DEVELOPER, KERBY VENTURES, HAS APPLIED FOR ZONING PRIMARILY FOR SINGLE-FAMILY (SF-7) AND SOME MIXED-USE (MU), FOR THE DEVELOPMENT COMMONLY KNOWN AS MUSTANG SPRINGS.

B. DAYS INN BY WYNDHAM SALADO ANNEXATION

PUBLIC HEARING ON THE ANNEXATION PETITION OF LOT ONE (1), IN BLOCK ONE (1), OF SANDERS PARK ADDITION, AN ADDITION OF 3.201 ACRES OF LAND SITUATED IN THE G.F. LANKFORD SURVEY ABSTRACT NO. 861, BELL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET C, SLIDE 384-A, OF THE PLAT RECORDS OF BELL COUNTY, TEXAS, DOC #2023047022.

**Mustang Spring
Zoning Application
Public Hearing**

PAPE-DAWSON

October 23, 2025

Village of Salado
301 N. Stagecoach Rd.
Salado, Texas 76571

Re: Zoning Request Amendment
Mustang Springs

On behalf of our client, we are requesting the following changes to the zoning application for the above referenced project originally submitted on October 1, 2025.

- Zoning application to cover entire Concept Plan area (1,105.61 acres)
- Per the approved Concept Plan, areas shown with land uses of "Commercial", "Multifamily/Mixed Use", "Village Cluster/Mixed Use", "Elementary School", "Ranch", "Elementary School", "WWTP", "Water Storage" are requested to be zoned Mixed Use (MU) and all single-family residential areas are requested to be zoned SF-7. Refer to exhibit attached.

Please let me know if you have any questions regarding the information provided in the letter above.

Sincerely,
Pape-Dawson Engineers, Inc.



Pete Sylvester, P.E.
Senior Project Manager

H:\projects\513\65\01\212 Preliminary\Documents\Development Agreement\Zoning\Mustang Springs Zoning Request.docx

Published on *Salado Texas* (<https://www.saladotx.gov>)

Home > Development Applications > Zoning Application > Webform results > Zoning Application

Submission information

Form: Zoning Application ^[1]

Submitted by Visitor (not verified)

Tue, 10/28/2025 - 9:37am

12.125.178.162

Application Type

Initial Zoning (newly annexed property)

Zoning Project Information

Name of Subdivision or Project

Mustang Springs

Physical Location of Property

Mustang Springs Blvd. and FM 2843

Brief Legal Description of Property

A 1,105.610 ACRE TRACT OF LAND BEING SITUATED IN THE ANDES DEITZ SURVEY, SECTION NO. 20, ABSTRACT NO. 254, IN THE WILLIS BRUCE SURVEY, ABSTRACT NO. 1066, IN THE VP PALMER SURVEY, ABSTRACT NO. 665, IN THE SIMON KUYKENDALL SURVEY, ABSTRACT NO. 495, IN THE WILLIAM CHRITTENDEN SURVEY, ABSTRACT 207, IN THE AM ROBERT SURVEY, ABSTRACT NO. 725, IN THE W WILLINGHAM SURVEY, ABSTRACT NO. 1125, AND IN THE WB RODGERS SURVEY, ABSTRACT NO. 717, IN BELL COUNTY, TEXAS, BEING OUT OF A CALLED 1019.86 ACRE TRACT (TRACT 1), A CALLED 75.46 ACRE TRACT (TRACT 2), AND A CALLED 10.00 ACRE TRACT (TRACT 3), ALL CONVEYED TO MOR-MAUR MUSTANG, LLC, RECORDED IN DOCUMENT NO. 2022038763 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS.

Metes and Bounds Description

mustang_springs_legal_description_.pdf ^[2]

Acreage of Property

1,105.61

Existing Zoning of Property

TBD

Proposed Zoning of Property

SF-7, MU

Applicant's Information**Applicant/Owner/Requestor's Name**

Kerby Ventures

Name of Contact Person

James Kerby

Title of Contact Person

Partner

Name of Company

Kerby Ventures

Street/Mailing Address

420 Hi Circle S, Suite B

City

Horseshoe Bay

State

TX

Zip Code

78657

Phone Number

512-422-6711

Fax Number**Email Address**

james@kerbyventures.com

Engineer/Representative's Information

Engineer/Representative's Name

Pape-Dawson Engineers

Name of Contact Person

Pete Sylvester

Title of Contact Person

Project Manager

Name of Company

Pape-Dawson Engineers

Street/Mailing Address

10801 N. Mopac Expy.

City

Austin

State

TX

Zip Code

78759

Phone Number

5124548711

Fax Number

Email Address

psylvester@pape-dawson.com

Request for Zoning Ordinance Change

Changes to Zoning Ordinance, Request for:

Zoning Ordinance Section:

N/A

Zoning Ordinance Page:

N/A

Changes to Zoning Ordinance, Add:**Changes to Zoning Ordinance, Delete:****Changes to Zoning Ordinance, Change:****Authorization**

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Name of Applicant

James Kerby

Title of Applicant

Partner

Date

Tue, 10/28/2025

Zoning Applicable Fees

[Home](#) [Logout](#) [Accessibility](#) [Dashboard](#)
Government Websites by CivicPlus®

Source URL:<https://www.saladotx.gov/node/4208/submission/2698>

Links

[1] <https://www.saladotx.gov/development-services/webform/zoning-application> [2]

https://www.saladotx.gov/system/files/webform/mustang_springs_legal_description_.pdf

Days Inn By Wyndham Salado
Voluntary Annexation
Public Hearing

Property Information

Property ID: 346766

Legal Acreage: 1.60

GEO ID: 0406098000

Legal Description: SANDERS PARK ADDITION, BLOCK 001, LOT 0001, &
BUSINESS PERSONAL PROPERTY, ACRES 1.601

Tract or Lot: 0001

Abstract Subdivision Code: S3552BC

Block: 001

Neighborhood Code: CSAL01QHT

School District: SSAL

City Limits:

Property Location

Situs Number: 10825

Situs Street Prefix:

Situs Street Name: INTERSTATE 35

Situs Street Suffix:

Situs City: SALADO

Situs State: TX

Situs Zip: 76571

Owner Information

Owner Name: BURNET OPERATION LLC

Mailing Address: 817 E VETERANS MEMORIAL BLVD

Mailing Address City: KILLEEN

Mailing Address State: TX

Mailing Address Zip: 76541

Property ID: 346766 For Year

2025

2025 Appraisal

Property Details

Account

Property ID:	346766	Geographic ID: 0406098000
Type:	R	Zoning:

Location

Situs Address:	10825 INTERSTATE 35 SALADO, TX 76571	
Map ID:	59D01	Mapsco:
Legal Description:	SANDERS PARK ADDITION, BLOCK 001, LOT 0001, & BUSINESS PERSONAL PROPERTY, ACRES 1.601	

Owner

Owner ID:	827141
Name:	BURNET OPERATION LLC
Agent:	ESTES & GANDHI, PC
Mailing Address:	817 E VETERANS MEMORIAL BLVD KILLEEN, TX 76541
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.



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

**WARRANTY DEED WITH VENDOR'S LIEN
(WRAP-AROUND)**

DATE: Effective October 19, 2023

GRANTOR: Bastrop Hotel LLC, a Texas limited liability company

GRANTOR'S ADDRESS): 3048 N. Grand Blvd, Oklahoma City OK 73107

GRANTEE: Burnet Operation, LLC, a Texas limited liability company

GRANTEE'S MAILING ADDRESS: 817 E Veterans Memorial Blvd, Killeen TX 76543

CONSIDERATION: TEN DOLLARS (\$10.00) and a Wrap-Around Note of even date that is in the principal amount of \$1,500,000.00 and is executed by Grantee, payable to the order of Bastrop Hotel LLC. It is secured by a vendor's lien retained in this Deed and by a Wrap-Around Deed of Trust of even date from Grantee to Michael Baucum, Virginia M. Peterson or Laura Ann Baucum, Trustee.

PROPERTY (including improvements):

Lot One (1), in Block One (1), of SANDERS PARK ADDITION, an addition of 3.201 acres of land situated in the G.F. Lankford Survey, Abstract No. 861, Bell County, Texas, according to the map or plat thereof recorded in Cabinet C, Slide 384-A, of the Plat Records of Bell County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. A joint access easement located at the southwesterly corner of the subject property, as shown on the recorded plat.
2. A right of way easement along the easterly property line, as shown on the recorded plat.
3. A blanket right of way easement granted to the Salado Water Supply Corporation, as shown on the Surveyor's Note of the recorded plat.

CHICAGO TITLE GF# 43001723005141MB

4. A right of way easement granted to Salado Water Supply Corporation, as set forth and defined by instrument recorded under Clerk's File No. 2004-00014625 (Volume 5331, Page 464), of the Official Public Records of Bell County, Texas.
5. An easement and right of way granted to TXU Electric Delivery Company, a Texas Corporation, as set forth and defined by instrument recorded under Clerk's File No. 2006-00009441 (Volume 5989, Page 780), of the Official Public Records of Bell County, Texas.
6. An easement and right of way granted to Oncor Electric Delivery Company, a Delaware limited liability company, as set forth and defined by instrument recorded under Clerk's File No. 2008-00005165 (Volume 6724, Page 75), of the Official Public Records of Bell County, Texas.
7. An easement for purpose of ingress and egress as set forth and defined by instrument recorded under Clerk's File No. 2014-00039222 (Volume 9084, Page 115), of the Official Public Records of Bell County, Texas.
8. Terms, conditions and stipulations contained in that certain Cross Access Easement dated October 20, 2014, executed by and between Bastrop Hotel, LLC, a Texas limited liability company, and Salado Hospitality Investments, LLC, Trishna Hospitality Investments, LLC and RPI Investments, LLC, recorded under Clerk's File No. 2014-00039222 (Volume 9084, Page 115), of the Official Public Records of Bell County, Texas.
9. Subject property abuts a non-access or a limited-access road, highway or freeway.
10. Subject property is located in the Clearwater U.W.C.D.

The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that the Contract provides for any such limitations or other agreed matters to survive the closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

BASTROP HOTEL LLC, A TEXAS LIMITED LIABILITY COMPANY

BY 
CHAMPAK PATEL, ITS MANAGER

THE STATE OF OKLAHOMA *
 *
COUNTY OF OKLAHOMA *

This instrument was acknowledged before me on the 16th day of October, 2023, by Champak Patel, Manager of Bastrop Hotel LLC, a Texas limited liability company.


NOTARY PUBLIC, STATE OF OKLAHOMA



Agenda Item #6C



Date Submitted:

December 8, 2025

Agenda Item:

Public Hearings

Project/Proposal Summary:

6. PUBLIC HEARINGS

C. SALADO WILDFIRE REPLAT / SANCTUARY SOUTH TRACT REZONING

PUBLIC HEARING ON THE REZONING APPLICATION OF A 57.04-ACRE TRACT OF LAND SITUATED IN THE H.W. HURD SURVEY, ABSTRACT NO. 398 AND THE W. ROBERTS SURVEY, ABSTRACT NO. 708 IN BELL COUNTY, TEXAS. BEING ALL OF; LOT 1B AND LOT 2 OF "SALADO WILDFIRE REPLAT", LOCATED ON THE SOUTH SIDE OF FM-2268 AT IH-35 FRONTAGE ROAD. SANCTUARY SALADO INVESTMENTS II, LLC, HAS APPLIED FOR THE REZONING OF THE CURRENT PLANNED DEVELOPMENT COMMERCIAL (PD-C) TO PLANNED DEVELOPMENT MIXED-USE (PD-MU), FOR THE DEVELOPMENT COMMONLY KNOWN AS SANCTUARY SOUTH TRACT.



SANCTUARY

December 8, 2025

Village of Salado
Attn: Ms. Gina Pence
301 N. Stagecoach Road
Salado, TX 76571

RE: Re-Zoning Application Address Clarification

Dear Ms. Pence,

The purpose of this letter is to clarify the property location included in the re-zoning application submitted in November 2025 for Sanctuary South. The property in question is listed in the Bell County appraisal district records as #492697. To avoid any confusion, the Village of Salado directed that the use of this identification number will clear up any address miscommunication and we are thankful for that guidance.

Thank you for your consideration.

Regards,

Madison Inselmann
Development Project Manager

Property Information : SALADO WILDFIRE REPLAT

Property ID: 492697

Legal Acreage: 57.04

GEO ID: 0406083529

Legal Description: SALADO WILDFIRE REPLAT (LT PT1, PT2 B1), BLOCK 001, LOT 1B, 2, PIPES PLACE, LOT 0001 & 53.863AC TR ADJ, ACRES 57.04

Tract or Lot: 1B, 2

Abstract Subdivision Code: S4744BCA

Block: 001

Neighborhood Code: CSAL01OOS

School District: SSAL

City Limits: TSA

Property Location

Situs Number:

Situs Street Prefix:

Situs Street Name: IH 35

Situs Street Suffix:

Situs City: SALADO

Situs State: TX

Situs Zip: 76571

Owner Information

Owner Name: SANCTUARY DEVELOPMENT COMPANY LLC

Mailing Address: PO BOX 733

Mailing Address City: NEMO

Mailing Address State: TX

Mailing Address Zip: 76070

Deed Information

Deed Sequence: 0

Deed Date: 06/28/2024

Deed Volume:

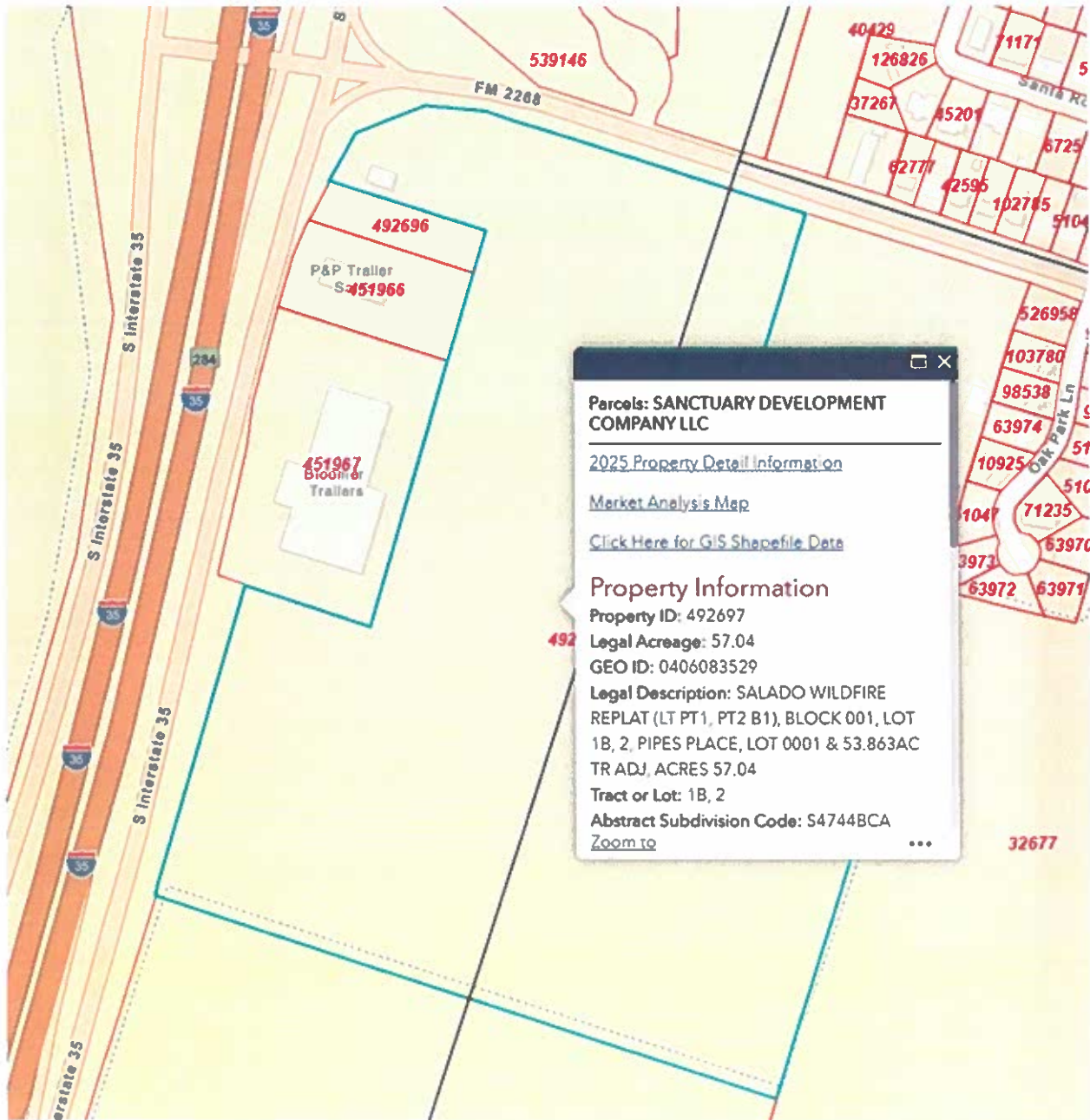
Deed Page:

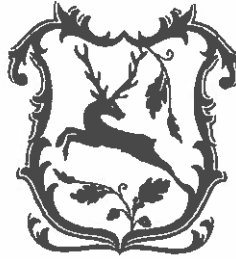
Deed Number: 2024032724

Salado Wildfire Replat – Bell Cad ID#492697

Sanctuary Development

Legal Acreage: 57.04





SANCTUARY

Sanctuary Development Company, Inc.
P. O. Box 733, Nemo, TX 76070

November 20, 2025

Mr. Manuel De La Rosa
Village of Salado
PO Box 219
Salado, Texas 76571

Dear Manny:

Sanctuary Development Company is entering into an agreement with a Texas based and owned homebuilder for the construction of single-family homes on the 57-acre south of FM 2268 "South Tract" and moving forward on its efforts for commercial retail development. Attached is an updated plan of the South Tract for you.

At the initial purchase of the South Tract, Wildfire Ranch structure and operations were ongoing and considered in the overall master plan. The zoning assigned was Planned Development-Commercial to accommodate that use. Subsequent to that purchase, we removed Wildfire Ranch and now plan to have the South Tract move towards the current mixed-use development of the our property north of FM 2268 "(North Tract) with a mix of commercial (including restaurant and retail) and residential.

We are therefore requesting a zoning amendment to the South Tract from Planned Development-Commercial to Planned Development-Mixed Use, consistent with the adjacent North Tract. Our request does not include any increase in the density, uses or the total units or square footage set forth in the Master Development Agreement.

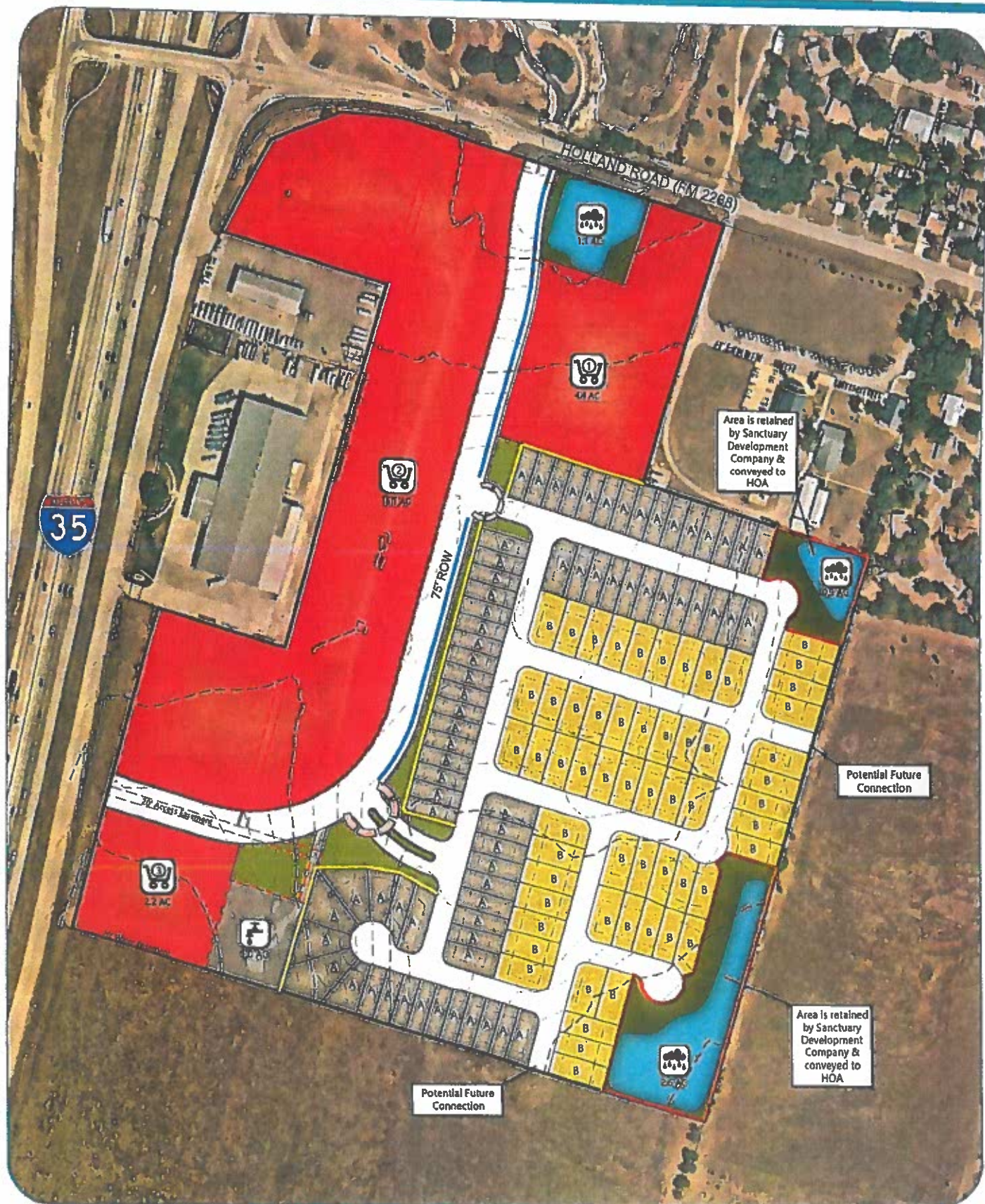
With thanks,



Robert L. Sulaski
Vice President

Attachment

cc: Billie Hanks, Jr.
Madison Inselmann
Gina Pence, Director of Administrative Services



LAND USE SCHEDULE

Single Family Residential				
Use	Lots	Lot Mtr	Acreage	
40'x125'	871	53.0%	28.4 Ac.	
30'x125'	158	45.0%	19.7 Ac.	
Subtotal	1029	100.0%	48.1 Ac.	

Non-Residential				
Use	A.C.W.		Acreage	
Utility Site			11.0 Ac.	
Detention / Driveway			14.5 Ac.	
Open Space			11.7 Ac.	
Commercial			22.7 Ac.	
Subtotal			59.9 Ac.	
Total			108.0 Ac.	

LEGEND

	Exemption		Prohibition Pond
	Paved		Water Pond
	Sidewalk		Cemetary
	Landscaped Walk		
	HOA Conveyance		
	Easement		

SCALE: 1"=100'

10/10/2018

10/10/2018

10/10/2018

10/10/2018

10/10/2018

10/10/2018

10/10/2018

10/10/2018

10/10/2018

10/10/2018

10/10/2018

10/10/2018

Form submission from: Zoning Application

From Salado Texas <salado-tx@municodeweb.com>

Date Thu 11/20/2025 11:58 AM

To Gina Pence <gpence@saladotx.gov>

CAUTION: 'This email originated from outside of the organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!'

Submitted on Thursday, November 20, 2025 - 11:58am

Submitted by anonymous user: 24.88.33.170

Submitted values are:

Application Type Rezoning (property currently zoned)

Zoning Project Information

Name of Subdivision or Project Sanctuary

Physical Location of Property 515 FM 2268 Salado TX

Brief Legal Description of Property

SALADO WILDFIRE REPLAT (LT PT1, PT2 B1), BLOCK 001, LOT 1B, 2, PIPES PLACE, LOT 0001 & 53.863AC TR ADJ, ACRES 57.04

Metes and Bounds Description [57.04 legal description.pdf](#)

Acreage of Property 57.04

Existing Zoning of Property Planned Development-Commercial

Proposed Zoning of Property Planned Development-Mixed Use

Applicant's Information

Applicant/Owner/Requestor's Name Sanctuary Development Company

Name of Contact Person Robert L Sulaski

Title of Contact Person Vice President

Name of Company Sanctuary Development Company

Street/Mailing Address PO Box 733

City Nemo

State TX

Zip Code 76070

Phone Number 828-273-4458

Fax Number

Email Address robert@sulaskico.com

Engineer/Representative's Information

Engineer/Representative's Name Pape-Dawson Engineers

Name of Contact Person Trevor Reik

Title of Contact Person Project Manager

Name of Company Pape-Dawson

Street/Mailing Address 10801 North Mopac Expressway Building 3

City Austin

State TX

Zip Code 78759

Phone Number 512-454-8711

Fax Number

Email Address triek@pape-dawson.com

Request for Zoning Ordinance Change

Changes to Zoning Ordinance, Request for:

Zoning Ordinance Section: 3.11

Zoning Ordinance Page: 48

Changes to Zoning Ordinance, Add: change underlying zoning designation from PD-C to PD-MU

Changes to Zoning Ordinance, Delete: none

Changes to Zoning Ordinance, Change: change underlying zoning designation from PD-C to PD-MU

Authorization

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Name of Applicant Robert Sulaski

Title of Applicant Vice President

Date Thu, 11/20/2025

Zoning Applicable Fees

The results of this submission may be viewed at:

<https://www.saladotx.gov/node/4208/submission/2764>

Agenda Item #7A



Date Submitted:

December 8, 2025

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

7. DISCUSSION AND POSSIBLE ACTION

A. DISCUSSION AND POSSIBLE ACTION ON APPOINTING MRS. CHRISTIE HURST, BSN, RN, AS THE VILLAGE'S PRIMARY REPRESENTATIVE TO THE BELL COUNTY PUBLIC HEALTH DISTRICT'S BOARD OF DIRECTORS.

Note: Mrs. Christie Hurst was appointed by the Board of Aldermen as the alternate on the Bell County Public Health District since March 7, 2024.

Email communication on appointment as Alternate Representative, dated March 2024

From: Manuel De La Rosa

Sent: Sunday, March 10, 2024 12:49 PM

To: Christie R. Hurst, RN

Cc: Bert Henry <bhenry@saladotx.gov>; Debra Bean <dbean@saladotx.gov>

Subject: Congratulations on your appointment by the Village of Salado Board of Aldermen!

Ms. Hurst,

The Village of Salado Board of Aldermen appointed you as the alternate member to the Bell County Public Health District Board of Directors. The appointment occurred at the regular meeting held on Thursday, March 7, 2024, by the Village of Salado Board of Aldermen.

I sent email communication to Ms. Amy J. Yeager, MPH, the District Director for Bell County Public Health District informing her of your appointment. Ms. Yeager's email is ayeager@bellcountyhealth.org

The Bell County Health District telephone number is +1 (254) 532-9800

Please contact me if you have any questions.

Again, congratulations!

Best regards,

Manuel (Manny) De La Rosa

Village Administrator

Village of Salado

Email: mdelarosa@saladotx.gov

From: Becky Flores <bflores@bellcountyhealth.org>

Sent: Monday, December 8, 2025 11:52 AM

To: Manuel De La Rosa <mdelarosa@saladotx.gov>

Cc: Zach Hurst <zhurst@saladotx.gov>; Gina Pence <gpence@saladotx.gov>

Subject: RE: Board of Health meeting | Salado's representative Christie Hurst

CAUTION: 'This email originated from outside of the organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!'

Good morning Mr. De La Rosa,

Please see attached Addendum to BCPHD for your records.

Ms. Hurst will need to be voted back in every three years.

If I may request the minutes from your Special Meeting held on December 11, 2025, I will then update my records that Christie Hurst will be representing the City of Salado on our Board.

Respectfully,

Becky Flores

Executive Assistant

Bell County Public Health District

4236 Lowes Drive

Temple, TX 76502

(254) 532-9800 x1103

Wayne Farrell, Director
wfarrell@bellcountytexas.com



BELL COUNTY PUBLIC HEALTH DISTRICT

ADMINISTRATION

Lanier Center

(254) 773-4457 • Fax (254) 773-7535

P.O. Box 3745 • Temple, Texas 76505-3745

COOPERATIVE AGREEMENT FOR BELL COUNTY PUBLIC HEALTH DISTRICT

ADDENDUM

IN WITNESS WHEREOF, the appropriate officers of the respective governing bodies of each Member City and the County have executed this Agreement after approval by the governing body of each Member, which approval is referenced by certified copies of the resolutions and motions of the governing bodies which are attached hereto and made a part of this instrument for all purposes.

VILLAGE OF SALADO

Dec. 4, 2001
Date

BY: Charlotte Douglass
Charlotte Douglass, Mayor

ATTEST:

Dianna Zulauf

Agenda Item #7B



Date Submitted:

December 8, 2025

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

7. DISCUSSION AND POSSIBLE ACTION

B. DISCUSSION AND POSSIBLE ACTION ON APPROVING THE 2ND ANNUAL MUSIC CRAWL AND CHILI COOK-OFF EVENT ALONG MAIN STREET, INCLUDING THE BLOCKING OFF OF SOME PARKING SPACES IN FRONT OF EMPRESARIO WINES ON SATURDAY, APRIL 25, 2026.

Salado Music Crawl and Chili Cook-Off

April 25, 2026

Hosted by the Salado Music Friendly Community Advisory Board

To: Mr. De La Rosa, Village Administrator
Board of Aldermen
City Staff

From: Salado Music Friendly Community Advisory Board
David Seward, Chairman

We are proud to submit our proposal for the 2nd Music Crawl and Chili Cook-Off. We are seeking approval to have our event along Main Street (primarily north of the bridge) in Salado on Saturday, April 25, 2026. We are making this a CASI (Chili Appreciation Society International) event and they anticipate tripling the number of cooks that we had in our October 2025 event. As with our first event, this event will also be a points opportunity for CASI members to get to the world finals in Terlingua next Fall

We received many compliments on our first event and have heard quite positive feedback from businesses along Main Street. Even businesses that did not host a cook nor live music indicated that they still noticed a sharp increase in foot traffic in their stores and in sales. We will take the knowledge and experience from our October 2025 event and use it to improve our 2026 event.

While our event command center will be Empresario Wines (7 N. Main Street, Ste. A, Salado) we will place cook teams at various participating businesses along Main Street. While we do not foresee any public sidewalks being blocked, we will certainly communicate with the Village if our planning forecasts it. Additionally, we will have other participating venues hosting live music. Both participating music venues and the business hosts of the cooks will be equally promoted. Our plan includes timing the music so that visitors are encouraged to move up and down Main Street to follow the live music as well as tasting and casting votes for the Chili Cook-Off. And of course, don't forget the opportunities for shopping, eating and grabbing a drink along the way. We will be seeking sponsorships, donations, etc to help secure trash receptacles or the rental of a large dumpster to ensure proper cleanup after the event. We would also request the Village of Salado grant us authorization to block off a small amount of parking spaces in front of Empresario Wines for use for our event.

As with all of our events, our primary goal is to bring business to Salado. We want cash registers to ring and we want folks spending multiple nights in Salado for this event. Our timing will be set to encourage participants and visitors to arrive Friday evening and stay until Sunday. We are in the process of reaching out to Salado hotels to ensure we block rooms and to establish tracking procedures to ensure accurate accounting of how many people our event

draws. It is important to note that while the participating music venues will be included in our marketing efforts, the venues themselves will select and pay their live music providers.

We will follow CASI's handbook for hosting chili cook-offs. Attendees will be required to purchase a ticket from our event command center in order to sample chili at each of the cook-off stations. Additionally, they will have tokens to vote for a limited number of awards (i.e. People's Choice; Showmanship, etc...). CASI accreditation also ensures our event will be marketed, worldwide, to their members as well as other valuable resources like judges, judging guidelines, event referees, and more. It is worth noting that many chili teams have enthusiastic supporters that often travel to support their favorite teams and help vote for them. So, not only will teams require lodging but their ardent supporters will as well.

While the profits from this event will go to fund future Salado Music Friendly Community events, we are limiting our sales opportunities so as not to compete with existing brick and mortar businesses in Salado. We will not seek alcohol permits, nor will we sell any drinks (alcohol and non-alcohol) or food. We prefer that Salado businesses gain sales from our event and we want to be a good partner to our local businesses.

We will seek permission for parking at various locations along Main Street (to be determined). We will notify all emergency services (police, fire, EMS) so that they can ensure adequate staffing. We will remain in constant communication with Village Staff and Mr. De La Rosa's office throughout all planning stages and event day. Salado businesses will take priority for any services we may utilize (trash removal, transportation, trophies, t-shirts, design, graphics, etc...).

We hope you will share in our enthusiasm for this event and recognize the opportunities it brings to Salado. We have always sought to represent Salado as positively as possible and we guarantee that the same effort will continue with this event as well.

As always, we remain available to answer any questions or to serve the Village of Salado in any way we can.

Thank you!

Agenda Item #7C



Date Submitted:

December 8, 2025

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

7. DISCUSSION AND POSSIBLE ACTION

C. DISCUSSION AND POSSIBLE ACTION ON APPROVING RESOLUTION NO. 2025-13, A RESOLUTION TO PARTICIPATE IN THE TEXAS SMARTBUY MEMBERSHIP PROGRAM, A COOPERATIVE PURCHASING PROGRAM THROUGH THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS.

Note: The Texas SmartBuy Membership Program, run by the Texas Comptroller's office, lets local governments, schools, and other eligible public entities access the State of Texas's massive buying power for pre-negotiated contracts, saving time and money on purchases like vehicles, supplies, and travel without needing to bid. It provides access to statewide contracts, an online ordering system (TxSmartBuy.com), and resources, making procurement easier and more cost-effective for public sector organizations.



Texas SmartBuy Membership Program

Resolution

State of Texas, County of BELL
(County Entity Located In)

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to §§271.082 and 271.083 of the Local Government Code.

Whereas, the BOARD OF ALDERMEN
(Enter Board of Directors, City Council, Commissioner's Court, School Board, etc.)
of the VILLAGE OF SALADO
(Enter Name of Qualified Applicant/Entity), is a:

(Check One of the Following)

- | | |
|--|--|
| <input type="radio"/> Appraisal District | <input type="radio"/> Charter/Academy School |
| <input type="radio"/> Community Supervision/Corrections Department | <input type="radio"/> Council of Governments/Planning Commissions |
| <input type="radio"/> County | <input type="radio"/> Education Service Center |
| <input type="radio"/> Fire Prevention District | <input type="radio"/> Hospital District |
| <input type="radio"/> Judicial District | <input type="radio"/> Junior/Community College |
| <input type="radio"/> Library District | <input type="radio"/> Mental Health/Mental Disability Organization |
| <input checked="" type="radio"/> Municipality | <input type="radio"/> School District |
| <input type="radio"/> State-funded Assistance Organization | <input type="radio"/> Texas Rising Star Care Provider |
| <input type="radio"/> Special District | <input type="radio"/> Utility District |
| <input type="radio"/> Emergency Service | <input type="radio"/> Drainage |
| <input type="radio"/> Housing | <input type="radio"/> Municipal |
| <input type="radio"/> Political Subdivision | <input type="radio"/> Special |
| <input type="radio"/> Port or Transportation Authority | |
| <input type="radio"/> Workforce Development Board | |

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to §271.081 of the Local Government Code.

ZACH HURST, MAYOR PRO TEM and
Primary Contact and Title

MANUEL DE LA ROSA, VILLAGE ADMINISTRATOR

Secondary Contact and Title

is/are authorized to execute all documentation for VILLAGE OF SALADO pertaining to its participation in the
(Entity Name)

Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

Whereas, VILLAGE OF SALADO acknowledges its obligation to pay annual participation fees established by the
(Entity Name)
Texas Comptroller of Public Accounts.

Now, Therefore Be it Resolved, that request be made to the Texas Comptroller of Public Accounts to approve

VILLAGE OF SALADO for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
(Entity Name)

Adopted this 11th day of December, 2025 by VILLAGE OF SALADO
(Entity Name)

By: _____
Signature of Chair Printed Name and Title of Chair

Signature of Primary Contact Printed Name and Title of Primary Contact

Signature of Secondary Contact Printed Name and Title of Secondary Contact





Texas SmartBuy Membership Program

Documents Required for Proof of Eligibility

Submit all documentation required as proof of eligibility at the time you apply for membership in the program. All documentation must be on file with the Texas SmartBuy Membership Program BEFORE a determination of eligibility can be made.

Assistance Organizations

Non-profit organizations that receive state funds and provide educational, health, or human services or provide assistance to homeless individuals

Documents required:

- ✓ Board approved resolution.
- ✓ Articles of Incorporation and Certificate of Incorporation. A letter from the Secretary of State with the entity's charter number evidencing that the entity filed for incorporation will be accepted in lieu of a Certificate of Incorporation. **The State of Texas SmartBuy Membership Program cannot accept by-laws in lieu of Articles of Incorporation.**
- ✓ Current contract or grant from a state agency to prove state funding. This document must show beginning and end dates for the current state of Texas fiscal year, and these dates must be valid at the time the application is reviewed.

Charter/Academy School

Documents required:

- ✓ Board approved resolution.

Education Service Center

Documents required:

- ✓ Board approved resolution.

Local Governments

County, Independent School District, Municipality, Jr. College District, Volunteer Fire Department and Council of Governments/ Planning Commissions

Documents required:

- ✓ Board approved resolution.

Mental Health/Mental Disability Organization

Documents required:

- ✓ Board approved resolution.

Special Districts or Other Legally Constituted Political Subdivisions of the State

Appraisal District, Emergency Service District, Fire Prevention District, Hospital District, Housing Authority, Judicial District, Library District, Political Subdivision, Port or Transportation Authority, Utility District and Water Improvement District

Documents required:

- ✓ Board approved resolution.
- ✓ Documentation evidencing creation of entity including statutory citation.

This can be in the form of:

- a. Legislation in which the entity was created by name.
- b. A resolution passed by a city or a county stating that there is a need for the entity to exist and actually creating the entity.





Texas SmartBuy Membership Program

Documents Required for Proof of Eligibility (concluded)

Texas Rising Star Providers

Childcare providers certified as Texas Rising Star Providers by Texas Workforce Commission

Documents required:

- ✓ Board approved resolution.

Workforce Development Board

Documents required:

- ✓ Board approved resolution.
- ✓ Documentation evidencing creation of entity including statutory citation.

This can be in the form of:

- a. Legislation in which the entity was created by name.
- b. A resolution passed by a city or a county stating that there is a need for the entity to exist and actually creating the entity.



Agenda Item #7D



Date Submitted:

December 8, 2025

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

7. DISCUSSION AND POSSIBLE ACTION

D. DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2016.04-A, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS AMENDING ORDINANCE NO. 2016.04 AND ADOPTING AMENDED ZONING FOR PLANNED DEVELOPMENT DISTRICT NO. 2 PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF SALADO AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING. (Salado Sanctuary South Tract Rezoning)

Ordinance No. 2016.04-A

“Planned Development District No. 2 Zoning Amendment Ordinance”

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS AMENDING ORDINANCE NO. 2016.04 AND ADOPTING AMENDED ZONING FOR PLANNED DEVELOPMENT DISTRICT NO. 2 PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF SALADO AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the Board of Aldermen (the “Board”) of the Village of Salado, Texas (the “Village”) seeks to promote the public health, safety, and general welfare of the residents of the Village; and

WHEREAS, the Village has adopted a Zoning Ordinance and Zoning Map to guide the orderly development and use of property within the Village and its extraterritorial jurisdiction; and

WHEREAS, Chapter 211 of the Texas Local Government Code, the Village Zoning Ordinance authorize the Board to adopt and amend zoning regulations; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the Village has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the Village and is necessary or proper for carrying out a power granted by law to the Village; and

WHEREAS, the Board finds that it is necessary and proper for good government, peace, or order of the Village to adopt an ordinance regulating land use development through Planned Development Districts; and

WHEREAS, the Board finds that the public benefit from rules and regulations that are crafted specifically to govern particular tracts for particular projects through the enactment of Planned Development Districts, as allowed by Section 3.16 of the Village of Salado Zoning Ordinance No. 2013.08, as amended, that address (a) the superior design of lots or buildings; (b) increased recreation and/or open space opportunities; (c) protection or preservation of natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, views, and wildlife habitats; (d) an appropriate balance between the intensity of the development and the ability to provide adequate supporting public facilities and services; and

WHEREAS, on or about February 18, 2016, the Board adopted Ordinance No. 2016.04, which created Planned Development District No. 2, which included approximately 57.985 acres of land in Bell County, Texas, and which at that time was zoned to PD-C (Planned Development Commercial),

WHEREAS, a PD District may be used to permit new, complex, or innovative concepts in land utilization not accommodated by existing districts in the Village of Salado Zoning Ordinance; and

WHEREAS, the Board finds that the use of a PD District at this location and for this particular Project allows for the reasonable and prudent use of land because the Developer is complying with requirements not yet set forth by ordinance; and

WHEREAS, the Board finds that amendment of Ordinance No. 2016.04 to amend the zoning adopted by that Ordinance from PD-C to PD-MU (planned development mixed-use) promotes the public health, safety, and general welfare of the residents of the Village and encourages the development of Planned Development District No. 2 in a manner that is consistent with adjacent developments and provides a desirable mix of residential, restaurant, and retail development, and preserves characteristics consistent with the Comprehensive Plan, and is in the best interests of the Village;

WHEREAS, Planned Development District No. 2 as amended contains approximately 57.04 acres of land (see **Exhibit B**); and

WHEREAS, except to the extent amended by the present Ordinance, Ordinance No. 2016.04 remains valid and effective; and

WHEREAS, the proposed amendment to Ordinance No. 2016.04 has been reviewed by the Planning and Zoning Commission and the Board, which has recommended approval of the requested PD-MU zoning of the Property, and all appropriate public hearings have been held in accordance with the Texas Local Government Code and the Village Zoning Ordinance to obtain public input regarding the proposed revisions to the Zoning Map; and

WHEREAS, the notice to zone property as required by the Village's Zoning Ordinance has been published in the official newspaper; and

WHEREAS, there has not been any written protest made against the proposed change of Zoning Classification in the manner provided by section 211.006(d) of the Texas Local Government Code; and

WHEREAS, the Board finds that the recommended zoning of the Property is consistent with the purposes of the Village's zoning ordinance and the Village's comprehensive plan;

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

Section 1. Findings of Fact. All of the above premises are hereby found to be true and correct legislative and factual findings of the Board of Aldermen and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

Section 2. Zoning. The tracts of land to be rezoned, known herein as the Property, shown on **Exhibit A and Exhibit B** and incorporated herein for all purposes, are hereby zoned PD-MU (Planned Development – Mixed Use).

In case of a conflict between the provisions of this Ordinance and Ordinance No. 2016.04, the provisions of this Ordinance shall control. If not specifically addressed in either ordinance, the Village's Zoning Ordinance, 2013.08, as amended, shall control.

The official zoning map of the Village is hereby amended and the Village Administrator is directed to revise the zoning map to reflect the zoning classification as set forth above.

The use of the Property described above shall be subject to all of the applicable regulations contained in the Village's Zoning Ordinance and all other applicable and pertinent ordinances of the Village.

SECTION IV. SAVINGS

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 City under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION V. SEVERABILITY

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 Aldermen 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 become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION V. REPEALER

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 that is prohibited by any other ordinance.

SECTION VI. EFFECTIVE DATE

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

SECTION VII. NOTICE AND MEETING

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

Passed by the Board of Aldermen of the Village of Salado at a meeting for which due notice was given this the ____ day of _____, 2025.

APPROVED:

Zach Hurst, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Teresa Spinks, Village Secretary

Joshua Katz, Village Attorney

Exhibit A – Planned Development District No. 2 Concept Plan

[illegible]

Exhibit B – Description of Property and Survey

A 57.04 acre tract of land situated in the H.W. Hurd Survey, Abstract No. 398 ad the W. Roberts Survey, Abstract No. 708 in Bell County, Texas, being all of: Lot 1B and Lot 2 of “Salado Wildfire Replat,” recorded in Document No. 2020-1100 of the official public records of Bell County Texas, Lot 1 of “Lot 1, Pipes Place,” recorded in Document No. 2014-28561 of said official public records and tract one (26.674 acres), tract two (21.343 acres) and tract three (5.846 acres), conveyed to Sanctuary Salado Investments II, LLC, recorded in Document No. 2015001732 of said official public records. Said 57.04 acre tract of land being more fully described as follows in the attached field notes.

Agenda Item #7E



Date Submitted:

December 8, 2025

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

7. DISCUSSION AND POSSIBLE ACTION

E. DISCUSSION AND POSSIBLE ACTION ON APPROVING AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE VILLAGE OF SALADO, BELL COUNTY, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE VILLAGE; ADOPTING A SERVICE PLAN; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING. (Burnet Operation LLC Annexation Ordinance | Days Inn by Wyndham)

ORDINANCE ANNEXING TERRITORY

Ordinance No. ____

“Burnet Operation LLC Annexation Ordinance”

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE VILLAGE OF SALADO, BELL COUNTY, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE VILLAGE; ADOPTING A SERVICE PLAN; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the Board of Aldermen (the “Board”) of the Village of Salado, Texas (the “Village”) seeks to promote the public health, safety, and general welfare of the residents of the City; and

WHEREAS, the laws of the State authorize the annexation of territory by the Village, subject to the requirements therein and the laws of this State; and

WHEREAS, § 43.0671 of the Texas Local Government Code (the “LGC”) permits the Village to annex an area if each owner of land in that area requests the annexation;

WHEREAS, when the Village wishes to annex such an area, LGC Section 43.0672 requires the Village to enter into a written agreement with the property owner(s) that sets forth the Village services to be provided for the property to be annexed on or after the date of annexation;

WHEREAS, Burnet Operation, LLC (“Days Inn”) owns certain parcels of land situated in Bell County, Texas which consists of approximately 1.601 acres of land, such property being more particularly described and set forth in **Exhibit A** attached and incorporated herein by reference (the “Property”);

WHEREAS, on or about November 12, 2025, Burnet Operation LLC filed a written request with the Village for full purpose annexation of the Property;

WHEREAS, the Property to be annexed is adjacent to the boundaries of the Village; and

WHEREAS, the Property to be annexed is within the Village’s extraterritorial jurisdiction, and the Property is not within the extraterritorial jurisdiction of any other city; and

WHEREAS, Texas Local Government Code § 43.052(h)(1) states that a city does not have to place an area in a municipal annexation plan if “the area contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract;” and

WHEREAS, the Property to be annexed contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract; and

WHEREAS, the Village is authorized by law to annex such an area; and

WHEREAS, pursuant to § 43.0672 of the LGC, the Village and Burnet Operation, LLC have entered into a Municipal Services Agreement (attached as **Exhibit B**) listing each service that the Village will provide on the effective date of annexation and a schedule that includes the period within which the Village will provide each service that is not provided on the effective date of annexation; and

WHEREAS, the Village has provided written notice to each public entity in which the proposed annexation area is located, as required by sections 43.905 and 43.9051 of the Texas Local Government Code; and

WHEREAS, the Village has conducted a public hearing on the proposed annexation of the Property in accordance with § 43.0673 of the LGC; and

WHEREAS, newspaper notice of the public hearing was published in accordance with § 43.0673 of the LGC and posted on the Village’s Internet website; and

WHEREAS, the Board of Aldermen finds that it is in the best interests of the Village to annex the above-described Property into the Village’s municipal limits;

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

Section 1. Findings of Fact. All of the above premises are hereby found to be true and correct legislative and factual findings of the Board of Aldermen and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

Section 2. Annexation. The heretofore described Property is hereby annexed to the Village of Salado, Bell County, Texas, and that the boundary limits of the Village of Salado be and the same are hereby extended to include the above described territory within the village limits of the Village of Salado, and the same shall hereafter be included within the territorial limits of said Village, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Village of Salado and they shall be bound by the acts, ordinances, resolutions, and regulations of said Village.

A municipal services agreement for the area is adopted and attached as **Exhibit B**.

The Village Secretary is hereby directed to file with County Clerk of Bell County, Texas, a certified copy of this ordinance.

If any portion of the Property described in this Ordinance is incapable of being annexed by the Village, for any reason, it is the Board of Aldermen's intent to not annex that portion of the Property and that portion of the Property is automatically severed from the tract in question. The Board of Aldermen declares that it would have adopted the valid portions of this Ordinance and annexed the valid Property without the invalid portions, and therefore the invalidity of any part shall not invalidate other sections or provisions of this Ordinance or invalidate the annexation of the valid Property.

SECTION IV. SAVINGS

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 City under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION V. SEVERABILITY

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 Aldermen 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 become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION V. REPEALER

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 that is prohibited by any other ordinance.

SECTION VI. EFFECTIVE DATE

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

SECTION VII. NOTICE AND MEETING

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

Passed by the Board of Aldermen of the Village of Salado at a meeting for which due notice was given this the ____ day of _____, 2025.

APPROVED:

Zach Hurst, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Teresa Spinks, Village Secretary

Joshua Katz, Village Attorney

Exhibit A – Survey and Map of Property

- SANDERS PARK ADDITION, BLOCK 001, LOT 0001, & BUSINESS PERSONAL PROPERTY, ACRES 1.601

DAYS INN BY WYNDHAM SALADO

LOT 1 ONLY: 1.601-ACRES

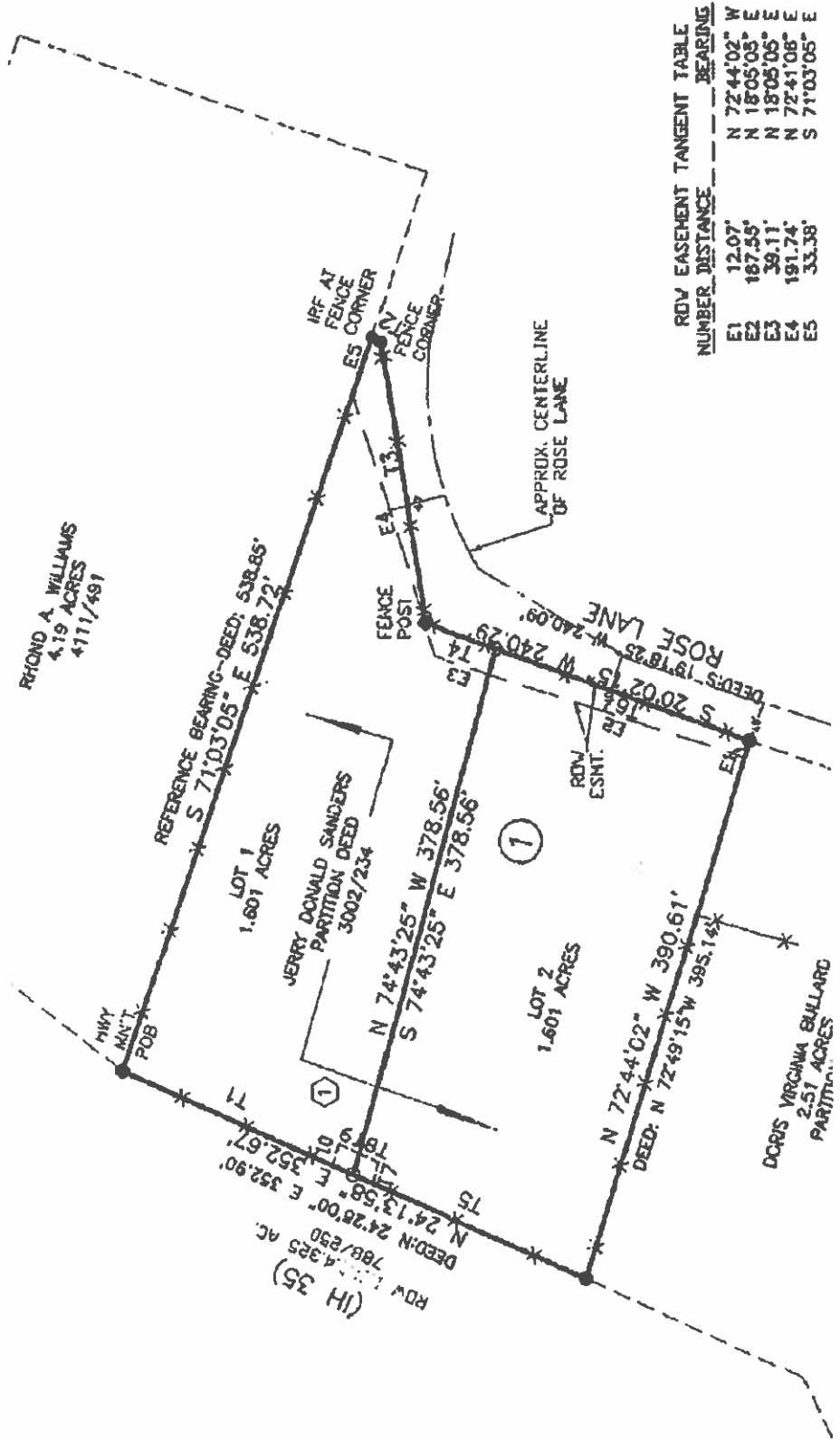


Exhibit B

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF SALADO, TEXAS
AND BURNET OPERATION, LLC**

This **MUNICIPAL SERVICES AGREEMENT** (“Agreement”) dated effective _____, 2025, is made and entered by and between the Village of Salado, Texas (“Village”), a general-law municipality of the State of Texas, and Burnet Operation, LLC (“Owner”).

WITNESSETH THAT:

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code (the “LGC”) permits the Village to annex an area if each owner of land in that area requests the annexation;

WHEREAS, when the Village wishes to annex such an area, LGC Section 43.0672 requires the Village to enter into a written agreement with the property owner(s) that sets forth the Village services to be provided for the property to be annexed on or after the date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Bell County, Texas which consists of approximately 3.201 acres of land in the Village’s extraterritorial jurisdiction, such property being more particularly described and set forth in **Exhibit A** attached and incorporated herein by reference (the “Property”);

WHEREAS, On or about November 12, 2025, Owner has filed a written request with the Village for full purpose annexation of the Property;

WHEREAS, Village and Owner desire to set out the Village services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Village Board of Aldermen;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, Village and Owner agree as follows:

1. **Property.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **Intent.** By this Agreement, the Village agrees to provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **Municipal Services.**

- a. Commencing on the effective date of annexation, the Village will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the Village may extend municipal services to any other area of the Village, including the Village’s infrastructure extension policies and developer or property owner participation in accordance with applicable Village ordinances, rules, regulations, and policies.
- i. Fire – Bell County Emergency Services District #1 will provide emergency and fire protection services.
 - ii. Police – The Village’s Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services – Bell County contracts with AMR Company, which will provide emergency medical services to Owner via its contract to provide services within the Village Limits.
 - iv. Planning, Zoning, and Building – The Village will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. Publicly Owned Parks, Facilities, and Buildings – Owner will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, swimming pools, etc.) and buildings throughout the Village.
 - vi. Streets. The Village’s Transportation and Public Works Department will maintain the public streets and streetlights over which the Village has jurisdiction. The Village will provide regulatory signage services in accordance with the Village policies and procedures, and applicable law.
 - vii. Water and sewer. Existing, occupied structures that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. Owner may request, and negotiate with the Village, a future sewer line extension to the Property.
 - viii. Solid Waste Services. The Village’s solid waste services franchisee will provide solid waste collection services in accordance with existing Village ordinances and policies, except where prohibited by law.
 - ix. Code Compliance. The Village’s Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.

- b. It is understood that the Village is not required to provide a service that is not included in this Agreement.
 - c. Owner understands and acknowledges that the Village departments listed above may change names or be re-organized by the Village Administrator. Any reference to a specific department also includes any subsequent Village department that will provide the same or similar services.
- 4. **Authority.** Village and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the Village Board of Aldermen. Nothing in this Agreement guarantees favorable decisions by the Village Board of Aldermen.
- 5. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 6. **Interpretation.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- 7. **Governing Law and Venue.** Venue shall be in the state courts located in Bell County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
- 8. **No waiver.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 9. **Governmental Powers.** It is understood that by execution of this Agreement, the Village does not waive or surrender any of its governmental powers or immunities.
- 10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Agreement Binds Successors and Runs With The Land.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties. Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

Village of Salado, Texas

By: _____

Name: _____

Title: _____

Date: _____

Burnet Operation, LLC

By: _____

Name: **Harenbhai Patel Patel**

Title: _____

Date: _____

By: _____

Name: **Bhavishaben Patel Patel**

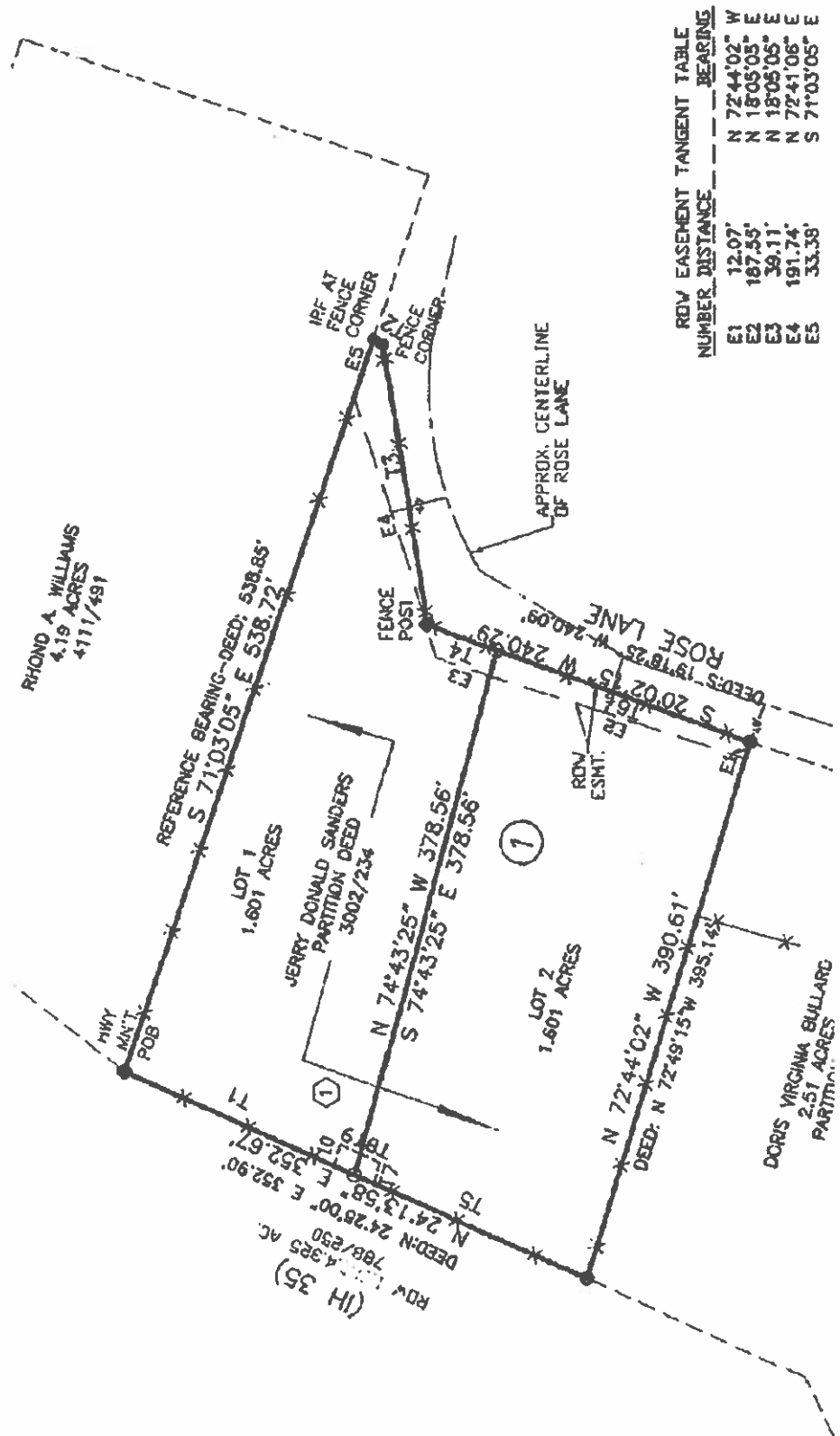
Title: _____

Date: _____

Exhibit A – Survey and Map of Property

- SANDERS PARK ADDITION, BLOCK 001, LOT 0001, & BUSINESS PERSONAL PROPERTY, ACRES 1.601

LOT 1 ONLY: 1.601-ACRES



ROW	EASEMENT NUMBER	TANGENT DISTANCE	BEARING
E1	12.07'	N 72°44'02" W	
E2	187.55'	N 18°05'05" E	
E3	39.11'	N 18°05'05" E	
E4	191.74'	N 72°41'06" E	
E5	33.38'	S 71°03'05" E	

Agenda Item #7F



Date Submitted:

December 8, 2025

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

7. DISCUSSION AND POSSIBLE ACTION

F. DISCUSSION AND POSSIBLE ACTION ON APPROVING A POSSIBLE MEMORANDUM OF UNDERSTANDING, LEASE AGREEMENT, OR RENTAL AGREEMENT FOR OFFICE SPACE NEEDED FOR THE VILLAGE'S VISITOR CENTER.

Attachments:

1. Commercial Lease – Carriage Place – 805 N. Main Street, Suite A
2. Memorandum of Agreement – Salado Museum and College Park – Fixed Rate
3. Memorandum of Agreement – Salado Museum and College Park – Variable Rate

Commercial Lease

Carriage Place

805 N. Main Street, Suite A

Proposed Visitor's Center Location at 805 N. Main Street Suite A – Carriage Place





COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE LEASED PREMISES AT 805 North Main Street, A, Salado, TX 76571

between Salado Carriage Place LLC

(Landlord)

and

(Tenant).

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No.	Paragraph Description	Pg.	ADDENDA & EXHIBITS (check all that apply)
1.	Parties	2	<input type="checkbox"/> Exhibit
2.	Leased Premises	2	<input type="checkbox"/> Exhibit
3.	Term	2	<input type="checkbox"/> Exhibit
4.	Rent and Expenses	3	<input type="checkbox"/> Commercial Property Condition Statement (TXR-1408)
5.	Security Deposit	5	<input checked="" type="checkbox"/> Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes	6	<input type="checkbox"/> Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities	6	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance	7	<input type="checkbox"/> Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours	7	<input type="checkbox"/> Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance	7	<input type="checkbox"/> Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs	8	<input checked="" type="checkbox"/> Commercial Lease Guaranty (TXR-2109)
12.	Access by Landlord	8	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition	9	<input type="checkbox"/> Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
14.	Move-Out Condition	9	<input type="checkbox"/> Commercial Lease Addendum for Contingencies (TXR-2119)
15.	Maintenance and Repairs	9	<input checked="" type="checkbox"/> Information About Brokerage Services (TXR-2501)
16.	Alterations	11	<input type="checkbox"/>
17.	Liens	11	<input type="checkbox"/>
18.	Liability	11	<input type="checkbox"/>
19.	Indemnity	11	<input type="checkbox"/>
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(TXR-2101) 07-08-22

Initialed for Identification by Landlord:

and Tenant:

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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Salado Carriage Place LLC; and
Tenant: _____.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (*Check only one box*):

☒ (1) **Multiple-Tenant Property:** Suite or Unit Number A containing approximately 1027 square feet of rentable area ("rsf") in Carriage Place (*project name*) at 805 North Main Street, A (*address*) in Salado (*city*), Bell (*county*), Texas, which is legally described on attached Exhibit _____ or as follows: A0861BC Y WILLIAMS, ACRES .567 (BCAD 207011)

☐ (2) **Single-Tenant Property:** The real property containing approximately _____ square feet of rentable area ("rsf") at: _____ (*address*) in _____ (*city*), _____ (*county*), Texas, which is legally described on attached Exhibit _____ or as follows: _____

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is _____ months and _____ days, commencing on: _____ (Commencement Date) and ending on _____ (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: and Tenant: Page 2 of 18

such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
		/ rsf / month	15 / rsf / year	
		/ rsf / month	18.54 / rsf / year	
		/ rsf / month	19.10 / rsf / year	
		/ rsf / month	19.67 / rsf / year	
		/ rsf / month	20.26 / rsf / year	
		/ rsf / month	20.87 / rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (Check all that apply.):

- ☐ (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (2) Commercial Lease Addendum for Parking (TXR-2107)
☐ (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before _____
 Lease Execution _____

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Salado Carriage Place LLC

Address: _____



- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$40 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

- ☒ J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.
- ☒ (1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

- (a) "Tenant's pro rata share" is 5.950 %.
- (b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.



- (e) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) "Roof" means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3). Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.

- ☒ (a) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: ☒ taxes; ☒ insurance; ☒ CAM; ☐ structural; and ☐ _____
- ☐ (b) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ _____
- ☐ (c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ _____

- (4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 1027 _____ rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	5 / rsf / year

- (5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.



5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$1540 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

- 6. TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

- A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

- C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

- D. **After-Hours HVAC Charges:** "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

- ☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

- ☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- ☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
- ☒ (a) \$1,000,000; or
- ☐ (b) \$2,000,000.
- If neither box is checked the minimum amount will be \$1,000,000.
- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- ☐ (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: _____
- _____
- _____
- _____

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): _____

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7)
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 120 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, and other structural components.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) Fire sprinkler systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Parking areas and walks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(12) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(13) Ballast and lamp replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(15) HVAC system replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Signs and lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(a) Pylon.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Fascia.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Monument.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Directional.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(21) Cranes and related systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) Fire extinguisher, HVAC filter	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(23) Lock Change(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(24) All other items and systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant ☐ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationery, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: N/A
- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not

arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: REspace LLC

Tony Lazarov

Agent: Daniel Pettit

Address: 2915 Medical Arts st,
Austin, TX 78705

Phone & Fax: 512-472-0048

E-mail: office@respaceteam.com

License No.: 9005423

Cooperating Broker: _____

Agent: _____

Address: _____

Phone & Fax: _____

E-mail: _____

License No.: _____

Principal Broker: *(Check only one box)*

☐ represents Landlord only.

☐ represents Tenant only.

☒ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

☒ (1) Principal Broker's fee will be paid according to: *(Check only one box).*

☒ (a) a separate written commission agreement between Principal Broker and:

☒ Landlord ☐ Tenant.

☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box).*

☐ (a) a separate written commission agreement between Cooperating Broker and:

☐ Principal Broker ☐ Landlord ☐ Tenant.

☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: Salado Carriage Place LLC

Address: _____

Attention: _____

Fax: _____

and a copy to:

Address: _____
Attention: _____
Fax: _____

☒ Landlord also consents to receive notices by e-mail at: _____

Tenant at the leased premises,

and to:

Address: _____
Attention: _____
Fax: _____

and a copy to:

Address: _____
Attention: _____
Fax: _____

☒ Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. *(If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)*

First year we're providing a credit of \$3750 in place of TI, second year the rate will continue at the scheduled 3% rent increases

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

- D. **Controlling Law:** The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. **Severable Clauses:** If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. **Waiver:** Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.
- J. **Counterparts:** If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. EFFECTIVE DATE: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: _____

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: _____

Tenant: _____

By: _____

By (signature):

Printed Name: _____

Title: _____ Date: _____

By: _____

By (signature):

Printed Name: _____

Title: _____ Date: _____

By: _____

By (signature):

Printed Name: _____

Title: _____ Date: _____

By: _____

By (signature):

Printed Name: _____

Title: _____ Date: _____



COMMERCIAL LEASE GUARANTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT _____

805 N Main St, Salado, Texas 76571

Salado Carriage Place LLC

_____ between
(Landlord) and
(Tenant).

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantor will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is also responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.

G. Special Provisions: _____

Guarantor:

Signature: _____

Printed Name: _____

Address: _____

Phone: _____

Fax: _____

SS# or Tax ID#: _____

Date: _____

Witness: _____

Guarantor:

Signature: _____

Printed Name: _____

Address: _____

Phone: _____

Fax: _____

SS# or Tax ID#: _____

Date: _____

Witness: _____



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

2-10-2025



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

REspace LLC	9005423	office@respaceteam.com	512-472-0048
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Tony Lazarov	459968	tony@regroupus.com	512-472-0048
Designated Broker or Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Daniel Pettit	820051	daniel@respaceteam.com	469-844-7352
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Memorandum of Understanding
Salado Museum and College Park
Fixed Rate

Memorandum of Agreement with Salado Museum and College Park, Inc. and the Village of Salado

This Memorandum of Agreement (the "Agreement") is being executed and made between the Salado Museum and College Park, Inc. and the Village of Salado, Texas (collectively, the "Parties"), by and through their duly authorized representatives. The Parties agree to enter into this agreement forming a relationship to promote the Village of Salado. This agreement keeps the Salado Visitors Center office at the Salado Museum and College Park, Inc., address 423 S. Main St., Salado, Texas 76571 (the "Visitor's Center").

The mission of Salado Museum and College Park, Inc. (known as "SMCP") is to operate and maintain a museum dedicated to preserving the history of Salado and its early pioneers through educational and literary programs and the exhibition of artifacts, books and papers that document the settlement and heritage of Salado. SMCP will create, restore and maintain the ruins and grounds of Salado College into a public park and historical shrine, dedicated to the memory of Salado's early visionary pioneers. The purposes of SMCP are limited to charitable, religious, educational and scientific purposes under section 501(c)(3) of the Internal Revenue Code.

The Village of Salado, acting by and through its Board of Aldermen (the "Board"), seeks to provide for the public health, safety, and welfare of its citizens, and finds that the operation of the Salado Visitor's Center at 423 Main Street benefits the Village, its citizens, and the Bell County community by marketing its attractions, businesses, and events in a central and visible location.

The Agreement allows the Village of Salado, Texas (known as "the Village") to operate and occupy the Visitor's Center, and commits the Village to make a non-deductible donation of \$1,400.00 monthly to SMCP, during the term of the Agreement. SMCP agrees to pay for garbage collection, wastewater service, electricity, phone and internet service, and insurance for the building, which services the Village may utilize during the term of the Agreement.

The SMCP agrees to allow the Village the use of the two current offices, including the Visitor's Center Space, and without additional charge, ½ of the downstairs storage room, the kitchen, the meeting hall, and the downstairs conference room. Any special events held by the Visitor's Center will be scheduled with the permission and agreement of SMCP's Board of Directors and the staff of the Village.

SMCP will provide two (2) designated parking spaces for Village personnel.

SMCP agrees to maintain the exterior of the building, doors, windows, and fixtures of the building, the grounds of the building, and the HVAC, electrical, and plumbing systems of the building. The Village agrees to maintain its offices and storage room. The Village is responsible for cleaning its office, the Visitor's Center area, storage spaces, and restrooms.

The Village will maintain personal property insurance on any Village owned personal property that is placed in the Premises and will maintain liability insurance for the Village personnel and staff that may be working in the Premises.

This agreement is for the period of 3 years from the date of execution of the Agreement and is renewable with the written consent of the Village and SMCP.

Termination. The Village may terminate this Agreement with two (2) months of written notice to SMCP. Any permanent upgrades to the building remain the property of SMCP. The Village will retain all office equipment, furniture, artwork, documents, and supplies that belong to the Village.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto as duly authorized.

David Jasen Graham, SMCP Board Vice President: _____ Date: _____

Village of Salado member title: _____

Village of Salado Member (print name): _____

Village of Salado Member (signature): _____ Date: _____

Memorandum of Understanding
Salado Museum and College Park
Variable Rate

Memorandum of Agreement with Salado Museum and College Park, Inc. and the Village of Salado

This Memorandum of Agreement (the "Agreement") is being executed and made between the Salado Museum and College Park, Inc. and the Village of Salado, Texas (collectively, the "Parties"), by and through their duly authorized representatives. The Parties agree to enter into this agreement forming a relationship to promote the Village of Salado. This agreement keeps the Salado Visitors Center office at the Salado Museum and College Park, Inc., address 423 S. Main St., Salado, Texas 76571 (the "Visitor's Center").

The mission of Salado Museum and College Park, Inc. (known as "SMCP") is to operate and maintain a museum dedicated to preserving the history of Salado and its early pioneers through educational and literary programs and the exhibition of artifacts, books and papers that document the settlement and heritage of Salado. SMCP will create, restore and maintain the ruins and grounds of Salado College into a public park and historical shrine, dedicated to the memory of Salado's early visionary pioneers. The purposes of SMCP are limited to charitable, religious, educational and scientific purposes under section 501(c)(3) of the Internal Revenue Code.

The Village of Salado, acting by and through its Board of Aldermen (the "Board"), seeks to provide for the public health, safety, and welfare of its citizens, and finds that the operation of the Salado Visitor's Center at 423 Main Street benefits the Village, its citizens, and the Bell County community by marketing its attractions, businesses, and events in a central and visible location.

The Agreement allows the Village of Salado, Texas (known as "the Village") to operate and occupy the Visitor's Center, and commits the Village to make a non-deductible donation \$1,000.00 monthly to SMCP, during the term of the Agreement, as well as pay the following monthly to SMCP:

- \$7.09 for garbage collection
- \$17.05 for wastewater
- \$145.00 for electricity (monthly average for current plan)
- \$29.99 for a phone line (SPCP Internet service may be used by the Visitor's Center)
- \$106.82 for insurance

The total per month contributed by the Village to SMCP will be \$1,305.95. SMCP will pass on to the Village any increase in costs of the above by 25% of the amount of increase incurred by SMCP. Funds are due within 14 days of the submission of a statement from SMCP to the Village detailing said costs.

The SMCP agrees to allow the Village the use of the two current offices, including the Visitor's Center Space, and without additional charge, ½ of the downstairs storage room, the kitchen, the meeting hall, and the downstairs conference room. Any special events held by the Visitor's Center will be scheduled with the permission and agreement of SMCP's Board of Directors and the staff of the Village.

SMCP will provide two (2) designated parking spaces for Village personnel.

SMCP agrees to maintain the exterior of the building, doors, windows, and fixtures of the building, the grounds of the building, and the HVAC, electrical, and plumbing systems of the building. The Village agrees to maintain its offices and storage room. The Village is responsible for cleaning its office, the Visitor's Center area, storage spaces, and restrooms.

The Village will maintain personal property insurance on any Village owned personal property that is placed in the Premises and will maintain liability insurance for the Village personnel and staff that may be working in the Premises.

This agreement is for the period of 3 years from the date of execution of the Agreement and is renewable with the written consent of the Village and SMCP.

Termination. The Village may terminate this Agreement with two (2) months of written notice to SMCP. Any permanent upgrades to the building remain the property of SMCP. The Village will retain all office equipment, furniture, artwork, documents, and supplies that belong to the Village.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto as duly authorized.

David Jasen Graham, SMCP Board Vice President: _____ Date: _____

Village of Salado member title: _____

Village of Salado Member (print name): _____

Village of Salado Member (signature): _____ Date: _____

Agenda Item #7G



Date Submitted:

December 8, 2025

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

7. DISCUSSION AND POSSIBLE ACTION

G. DISCUSSION AND POSSIBLE ACTION ON SELECTING A FIRM TO PROVIDE AUDIT SERVICES AND AUTHORIZING THE MAYOR PRO TEM, CITY ATTORNEY, AND VILLAGE ADMINISTRATOR TO NEGOTIATE A CONTRACT AND ENTER INTO A CONTRACT FOR AUDIT SERVICES. SHOULD AN AGREEMENT NOT BE REACHED WITH THE SELECTED AUDITING SERVICES FIRM, THE COMMITTEE IS AUTHORIZED TO NEGOTIATE WITH THE SECOND FIRM THAT SUBMITTED THEIR STATEMENT OF QUALIFICATIONS.

Note - The following firms submitted Statement of Qualifications:

1. Singleton, Clark & Company, PC
2. The Accounting Firm of Donald L. Allman, CPA PC

Statement of Qualifications
From
Singleton, Clark & Company, PC

November 25, 2025

Original

**Schedule of Qualifications
to Provide Audit Services to**



**SINGLETON, CLARK
& COMPANY, PC** CERTIFIED PUBLIC ACCOUNTANTS

Village of Salado, Texas



Prepared by:
Singleton, Clark & Company, PC
Certified Public Accountants

CONTACT:
Robert Gattilia, CPA
Partner
Robert@SingletonClark.com
Phone: (800) 272-9922, ext. 709

About Us - A Singleton, Clark & Company, PC Snapshot

We are a true Governmental Audit *only* CPA firm:

Texas Governmental Audits are all we do!

We conduct 70+ Governmental Audits each year

We offer years of experience in Texas Governmental Audits:

Our audit associates have over 100 combined years of Governmental Audit Experience

We provide direct audit supervision and customized audits:

Experienced Governmental Audit Partners participate on and directly supervise all audits

Audit plans are customized to your Village's needs and will meet all GAGAS requirements

Continuing Education and participation in the Governmental Audit Field are a priority:

Nearly all of our associates are licensed Certified Public Accountants in good standing or studying to become Certified Public Accountants

All associates are required to fulfill 40 hours of accounting/auditing CPE each year

Two of our Partners are GFOA Certificate Review Committee Members

We are accessible and dedicated to each of our clients:

All of our staff work full time to help our clients and are dedicated to providing each of our clients a well planned audit experience as well as ongoing support throughout the year.

Members:



**Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025**

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SINGLETON, CLARK & COMPANY, PC CERTIFIED PUBLIC ACCOUNTANTS

November 25, 2025

To the Honorable Mayor, Board of Alderman and Village Administrator of
Village of Salado, Texas

Ladies and Gentlemen:

Singleton, Clark & Company is a certified public accounting firm specialized in auditing governmental entities such as school districts, cities and counties. Our firm was founded in 2005, and we set out then with a mission to smash auditor stereotypes. This means that we take pride in helping our clients as we conduct our audits. Therefore, while working with you, we promise to do our best to point out the audit and accounting hazards in advance, before they can develop into problems by year end.

We are excited about the opportunity to bring Village of Salado, Texas into our family of clients and hope you will give Singleton, Clark & Company a close look. Our firm is currently guided by four audit partners. We also employ an audit director, six additional full-time professional audit staff and three back office support staff. With this level of personnel available, you can rest assured that Singleton, Clark & Company is in a position to provide you with the highest level of service and ensure you meet your audit filing deadlines.

Please accept this schedule of qualifications which provides more detailed information about our audit firm. We believe the information presented shows we are qualified to serve as the auditors for Village of Salado, Texas, beginning with the fiscal year ending September 30, 2025.

Shown below is contact information for our firm should you have any questions not answered within this request for qualifications:

Primary Contact: Robert Gattilia, CPA –Partner
Address: 1130 Cottonwood Creek Trail – #B4, Cedar Park, Texas 78613
Phone: Office (800) 272-9922 Ext. 709
Email: robert@singletonclark.com

The scope of our engagement will include an audit of the financial statements of Village of Salado, Texas as of and for the year ended September 30, 2025, in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining evidence supporting the amounts and disclosures in the financial statements and assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation and internal controls of the organization.

We understand that Village of Salado, Texas may request to extend this agreement annually. We never take for granted however that we will be invited back. Therefore, making you happy with our services while we also comply with all applicable auditing standards is our main priority on every audit.

We hope you will review this proposal in detail, consider our qualifications, contact some of our references, and come to the conclusion that Singleton, Clark & Company is the audit firm best suited to provide audit services to Village of Salado, Texas for this and upcoming years.

Sincerely,

Preston K. Singleton, CPA

Preston K. Singleton, CPA
Singleton, Clark & Company, PC

Cedar Park Office (HQ)
1130 Cottonwood Creek Trail B4
Cedar Park, Texas 78613

(800) 272-9922
www.SingletonClark.com

Alpine Office
108 N 5th Street
Alpine, Texas 79830

TECHNICAL COMPONENT

Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025

OUR AUDIT APPROACH

First Things First. WHY are We Here?

We strive to smash auditor stereotypes. It's *WHY* we come to work every day.

You see, unfortunately, auditors are feared by most as unpleasant adversaries. This is because the word "auditor" is commonly associated with IRS auditors, and admittedly, not many have had pleasant experiences with those types of auditors.

But auditors in the CPA profession can be different. Our mission is simple. We examine evidence supporting financial information, so we can give assurance on it to others. No unpleasantness required. In addition, because of the access and close look we get from inside the organizations we serve, we are naturally in a position to be a trusted advisor to our clients on financial accounting and reporting, internal controls, and other audit related matters.

And there is where our greatest joy resides. We are most fulfilled in helping our clients. We want our clients to stop dreading their annual financial audit. We want to smash auditor stereotypes by providing an audit experience that is different, and pleasantly unexpected.

We've Been Crafting our Audit Approach Since 2005

Over many years Singleton, Clark and Company has served the governmental audit niche, we've learned what works, and what doesn't. The ultimate goal of our approach has always been to deliver an audit experience that is planned well, conducted efficiently, and ultimately helpful to the audited organization. In addition, we understand our work must result in accurate reports on our client's financial statements and adhere to all applicable auditing standards and requirements.

Here are some highlights of our current audit approach we believe make us stand out from other firms:

Small Onsite Audit Teams

Some firms send out large audit teams. Not us. We've found sending out a large audit team can overwhelm a client. It results in too many auditors making too many requests and asking too many questions at once.

We assign one primary person, known as the "Manager" auditor, to conduct nearly all aspects of the audit, under the direct supervision of an Audit Partner. This method enables the Manager auditor to carry out the audit in a calm and carefully paced manner and facilitates the auditor in obtaining an in depth understanding of a client over time. This knowledge ultimately lessens the burden of the audit on our client.

**Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025**

So in most cases, our clients are provided with a two-person audit team consisting of a Manager Auditor with a daily onsite presence, and an Audit Partner with a part-time onsite presence. Depending on the size of an organization, this two-person audit team may at times get assistance from additional staff on some audit areas. We also make every attempt to provide the same audit team each year to a client in order to foster close relationships and leverage the knowledge obtained in prior year audits.

Modern Technology

We use the latest technology available to make things as easy as possible for both our clients and our audit personnel. This means our audit teams operate in essentially a "paperless" environment by utilizing electronic binders stored in our cloud server. We will primarily exchange documents digitally with you and not require you to provide us with "copies" of documents. We will scan needed files into our system and return your originals.

Each of our clients is also provided with a secure online "portal" to upload requested information to us to one central location. The portal will always serve as a record of what you've provided. And we'll always know what we've got.

Interim Fieldwork

We believe in accomplishing a significant portion of the required audit tasks at an "interim" date range. This is an audit visit scheduled prior to the actual occurrence of the fiscal year end. Approximately 30% of our audit work can be accomplished during this time period, such as audit planning, internal control reviews, and other activities that do not require end of year balances to be available. Performing interim fieldwork is one of our secrets to always meeting our client's deadlines in a manner that does not overly burden them during the final fieldwork visit after the fiscal year end.

Superior Internal Processes

We've been serving governmental entities for many years. In fact, that's all we do. This has allowed us to develop a highly efficient and internally documented audit process. All of our employees are dedicated to auditing year-round and are trained and well-versed in the Singleton, Clark & Company audit method. In fact, our entire audit process is maintained within cloud-based project management software to keep everyone on track and never allow anything to fall between the cracks. Our sampling techniques and analytical procedures are customized to each client according to our preliminary analytical review and are adjusted throughout our audit based on the results of our testing, to ensure that sufficient testing is always conducted in order for us to be able to issue an accurate opinion.

Extra Services

Finally, we believe in doing a few little extra things along the way to make the overall audit process easier for our clients.

For example, many governmental entities are not sure where to start with the Management's Discussion and Analysis section of their financial statements. Although, yes, this is intended to be a client written document, we provide a boost to our clients wanting a little help by providing them with a "bare-bones" version they can then expand upon.

Finally, we are available year round by phone or email for audit and accounting related questions and will not bill you extra for our responses.

Your Time is Valuable, so We Will Use It Wisely

We will not waste your time. We promise to use our described audit approach to *get in* and *get out* as quickly as possible, so things can get back to normal at your office. However, after we leave, we will immediately begin work on preparing and reviewing the financial statement packet. We will be in touch throughout this process, and provide you with a complete draft set of financial statements at a reasonable amount of time prior to the issuance meeting with the governing body.

Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025

We'll Let You Know in Advance What You Need to Provide

Prior to the interim audit fieldwork visit and the final audit visit, we will provide you with a detailed "Audit Request List". This will let your finance personnel know what should be provided for us to begin our work.

The most basic item that will be provided is the Trial Balance file. That file lists all of the account balances within the accounting system for the fiscal year. Our job as auditors is to examine the evidence supporting those numbers so we can give assurance to outside parties as whether those numbers appear to be materially correct when presented in the form of financial statements. Therefore, our Audit Request Lists will also ask for several reports and documents that will assist us in determining whether the numbers in the accounting system represent the Village accurately when presented as external financial statements.

Respond Well to Our Audit Request List, and You'll Be Putting the Ball in Our Court

Once we have what we need from you, it is simply a matter of us using that information to conduct the audit. We like to get a lot of information in advance, so we can start from our office. That makes us more prepared when we are onsite with you, which, as we stated before, helps us meet your deadlines.

When our audit team is onsite, we generally do not require attention from client staff throughout the day. After initial setup and consultation with you, our auditors will begin conducting their work using the information you have provided. Therefore, a fully addressed audit request list will keep us busy for quite some time.

Some Audit Firms Judge Before Understanding, and Leave You in the Dark

We're *NOT* that firm. We explain our audit processes and discuss with you all the results. We listen to your views carefully to achieve clarity on issues. You'll know how things stand before we leave. And you'll never be surprised by anything in our audit reports.

We keep these promises through the use of an exit conference near the conclusion of audit fieldwork. The exit conference is a vital meeting held by the Audit Partner with the Chief Financial Officer or other senior client personnel to discuss the status of the audit, any management letter comments or audit findings being considered, or any matters simply requiring further discussion. Valuable feedback from the results of our audit procedures is also often provided to our clients in the exit conference in the form of verbal recommendations on the topic of internal controls, compliance, and accounting related matters.

AUDIT APPROACH WITH A MULTI-YEAR CONTRACT

While our audit approach continues to evolve, we do not expect significant changes to occur on the client facing side of our business in the near future. As previously noted, every attempt will be made to have continuity of the same audit personnel each year in order to foster ongoing relationships and leverage the knowledge learned from prior year audits. We will work just as hard in every subsequent year to provide you with a high level of service in order to earn the opportunity of a multi-year term as your audit firm.



Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025

ASSURANCE OF INDEPENDENCE

We Have to Be Unrelated and Unbiased to Do This

Generally accepted auditing standards require the maintenance of an independent attitude during an audit engagement. In addition, Rule 101 of the American Institute of Certified Public Accountants requires an auditor to be independent in order to express an opinion on an entity's financial statements. We are independent with respect to Village of Salado, Texas. We have no direct or indirect financial interest in Village of Salado, Texas contracts, and no one assigned to the audit is related within a prohibited degree (as defined by nepotism law) to any "key" employees of the Village or to any of the council members.

COMPARISON OF AUDITING STANDARDS

Auditing standards provide measures of quality that can be used to judge the effectiveness of the tests and procedures used to meet the audit objectives. Standards for traditional financial audits are known as generally accepted auditing standards (GAAS) and are promulgated by the AICPA through the Auditing Standards Board.

Supplemental standards for financial audits of governments, as well as standards for public sector performance auditing, have been established by the U.S. Government Accountability Office (GAO) in its publication *Government Auditing Standards* (December 2018 Revision), commonly referred to as the "Yellow Book". These standards form generally accepted government auditing standards (GAGAS).

While GAAS and GAGAS are fundamentally similar, GAGAS go beyond GAAS in setting additional standards for public sector audits. Auditors *must* follow GAAS when conducting a *financial audit*. When an auditor is to perform a financial audit *in accordance with GAGAS*, the engagement letter and the request for qualifications should specify this requirement. Notice, too, that when auditors are engaged to perform a *Single Audit* (in accordance with the Uniform Guidance governing federal awards), they must perform the audit *in accordance with GAAS in addition to GAGAS*.



MANAGEMENT COMPONENT

**Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025**

PEER REVIEW INFORMATION AND RESULTS

We Passed our Peer Review

The Texas State Board of Public Accountancy requires firms conducting audits or providing other assurance services to be enrolled in a peer review program in order to maintain a license in the State to practice public accountancy. Our firm is a member of the AICPA Peer Review Program which is administered in our state by the Texas Society of CPAs. We have been enrolled in this program since our company's inception in 2005. The program requires firms to have their work reviewed by other CPAs every three years.

Our most recent review was conducted in June 2023 and we received the highest possible rating of "Pass".

TYPE OF FIRM

We are a Firm Local to the Austin, Texas Area and Do Not Boast 100's of Clients

Out of the categories of National, Regional, or Local public accounting firms, we proudly say we are a Local public accounting firm. That means we are a small firm without 100's of clients. If a firm proposing on your audit boasts a client list in the 100's, consider where you might get caught in the checkout line during the audit season. We believe in managed growth, and a reasonable client-to-partner ratio.

CLIENT REFERENCE LISTING

Below is partial listing of current clientele of our firm. For a complete listing please visit our website at www.singletonclark.com.

Organization	Approx. Pop.	Service	Fiscal Years	Contact Person Position	Phone	Email
City of Lampasas	8,036	Audit Single Audit	2006 to present	Yvonne Moreno Director of Finance	512-556-6831	ymoreno@cityoflampasas.com
Salado ISD	2,407	Audit Single Audit	2017 to present	Kelli Rhiddlehoover Finance Director	254-947-6904	Kelli.Rhiddlehoover@saladoisd.org
City of Smithville	3,922	Audit	2013 to present	Cynthia White Director of Finance	512-237-3282	cwhite@ci.smithville.tx.us
City of West Lake Hills	3,444	Audit	2014 to present	Vonda Ragsdale Finance Officer	512-327-3628	vragsdale@westlakehills.org
Village of the Hills	2,613	Audit	2019 to present	Angie Massey City Secretary	512-261-6281	angiemassey@thehillstx.gov

STANDING WITH LICENSING BOARD

All licensed members of our firm are in good standing with the Texas State Board of Public Accountancy and are not under public or private reprimand by that or any other state board. Also, our firm does not have a record of substandard audit work and is in compliance with all specific requirements imposed by state or local law, rules, and regulations.

**Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025**

CONTINUING PROFESSIONAL EDUCATION

Our auditors regularly attend conferences or classes that directly add to our auditing skills. These classes include governmental accounting topics such as "Yellow Book" auditing, preparing governmental financial statements, or federal "Single Audits". All of our audit associates are required to obtain approximately 40 hours of audit continuing professional education (CPE) each year and all of our associates are up-to-date on their CPE requirements.

STAFF ROTATION PLANS FOR MULTI-YEAR CONTRACTS

We do not anticipate planned staff rotations should we serve the Village for multiple years. Every attempt will be made to have continuity of the same audit personnel each year in order to foster ongoing relationships and leverage knowledge obtained from prior year audits.

LEVEL OF ASSISTANCE EXPECTED

We Can't Audit a Moving Target

An most important thing we ask is for the Village to try to be ready for our audit visits. We will make the Audit Request Lists available very early on in the process so that the Village financial personnel can start assembling information. Also, once the trial balance file has been provided to us to begin the audit, we ask that requested subsequent changes to the file be kept to a minimum.

We Realize You Might Not Have Every Required Closing Entry Posted

In a perfect world, zero audit adjusting entries would be needed. We would just come out, examine the evidence behind the numbers, and find that the numbers are 100% correct. Those clients are few and far between.

A thorough closing process conducted after year end can reduce audit adjustments. This means reconciling the bank and investment accounts, balancing interfund accounts, making proper accounts payable and salary accruals, and reviewing your general ledger for accuracy of recorded transactions. For some of the more complicated entries, we are always ready to assist with those if needed during the audit, and do so for many of our clients. You will however be required to review and take management responsibility for those entries in order for us to maintain our independence as the audit firm. In addition, we enjoy providing training on our audit adjusting entries so they can be made by the client in future years.

ABILITY TO COMPLY WITH REQUIREMENTS

We believe the overall content of this proposal, including the Technical Component, Management Component, and Proposed Team Members and Audit Activities displays our ability to comply with the requirements of the Request for Proposal document. In addition, our firm has audited over 50 governmental entities each year for the last several years. This displays our firm's extensive involvement in the governmental audit niche. We have been subject to the desk reviews conducted by various State agencies for each of these audits and have remained in good standing with these organizations.

PROPOSED AUDIT TEAM MEMBERS

Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025



**Robert Gattilia, CPA
Partner**

robert@singletonclark.com
Phone (800) 272-9922 Ext. 709

singletonclark.com

Education and Professional Accomplishments:

Master of Accountancy – Texas State University – 2005
Bachelor of Business Administration, Accounting – Texas State University – 2005
Certified Public Accountant (CPA)
GFOA Certificate Review Committee Member since 2018
Fifteen years of governmental audit experience

Recent School District & Governmental Continuing Professional Education:

TSCPA Texas School District Accounting and Auditing Conference (2025)	16.5 CPE Hours
Grant Compliance, Avoiding Common Pitfalls (2024)	1.4 CPE Hours
TSCPA Texas School District Accounting and Auditing Conference (2024)	16 CPE Hours
Business Intelligence and Data Analytics (2023)	4 CPE Hours
Accounting Fraud & Embezzlement: Case Studies from the Trenches (2023)	2 CPE Hours

Areas of Expertise:

Audits of governmental entities	Internal control reviews
Firm municipality niche leader	Single Audits (Uniform Guidance)
GFOA Certificate preparation and review	

About Robert:

Mediocre runner and golfer, but improving	Exotic pet keeper
Avid traveler	Arts patron

Proposed Role on Village of Salado, Texas Audit:

Audit "Partner" responsible for overall supervision of audit
Development of audit plan
Participation on complex and higher risk areas of audit
Review of all workpapers and audit areas
Exit conference leader and auditor with authority for final classification of audit matters
Expected report presenter to the governing body

Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025



Nick Tejada
Audit Associate

nick@singletonclark.com
Phone (800) 272-9922, ext. 718

singletonclark.com

Education and Professional Accomplishments:

Bachelor of Science, Accountancy - San Sebastian College – Philippines - 2017
Certified Public Accountant - Philippines
Seven years of financial and compliance audit experience

Areas of Expertise:

Audits of governmental and non-profit entities
Internal control reviews
Financial statement preparation

About Nick:

Outnumbered by five poodles who clearly think they run the house
Big fan of 2000s pop and funk rock music
Gamer and anime enthusiast, with Japan as his favorite Asian country
Proud owner of a full wall of Funko Pops and toy figures back home in the Philippines

Proposed Role on Village of Salado, Texas Audit:

Execution of audit plan, audit area testing, and initial drafting of financial statements

Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025



Dustin Hammit
Audit Associate

dustin@singletonclark.com
Phone (800) 272-9922 Ext. 711

singletonclark.com

Education and Professional Accomplishments:

Bachelor of Arts, History, Texas A&M University 2003
Master of Arts, Economics, University of Oklahoma, 2011
Masters of Accountancy Candidate, Texas A&M University – Corpus Christi (anticipated graduation 2026)

Recent Governmental Continuing Professional Education:

TEA School District Accounting and Auditing Conference (2025)	16.5 CPE Hours
Cybersecurity Training (2025)	1.5 CPE Hours
Grants Accounting is FUN <u>D</u> ! (2025)	2 CPE Hours

Areas of Expertise:

Audits of governmental entities
Internal control reviews

About Dustin:

Married his high school sweetheart
Wrangles cows, chickens, and 4 kids
USMC veteran
5th generation Texan

Proposed Role on Village of Salado, Texas Audit:

Execution of audit plan and audit area testing.

AUDIT ACTIVITIES

Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025

Budgeted Hours, Audit Tasks, and Estimated Scheduling

<u>Audit Phase</u>	<u>Personnel</u>	<u>Est. Time Frame</u>	<u>Est. Hours</u>
Audit Planning (Our Office)	Robert Gattilia, CPA Nick Tejada, CPA-Philippines Dustin Hammit	December 2025/January 2026	20
<u>Audit Planning Tasks:</u>			
Establish audit file	Initial information requests	Review prior year documents	
Begin audit planning forms	Setup internal control testing work	Setup or roll forward workpapers	
Check beginning equity	Assess interfund accounts	Prepare confirmation letters	
Prepare representation letters	Assess for Single Audit requirement	Prepare payroll sample	
Prepare invoice sample	Schedule interim onsite visit		
Interim Fieldwork (Client Office)	Robert Gattilia, CPA Nick Tejada, CPA-Philippines Dustin Hammit	December 2025/January 2026	40
<u>Interim Fieldwork Tasks:</u>			
Test payroll sample	Internal control documentation	Audit risk assessment	
Test invoice sample	Internal control walkthroughs	Read governing body minutes	
Assemble Permanent File docs	Distribute fraud questionnaires	Distribute representation letters	
Get confirmation letters signed	Select applicable site testing	Schedule final fieldwork visit	
Final Fieldwork (Client Office)	Robert Gattilia, CPA Nick Tejada, CPA-Philippines Dustin Hammit	January/February 2026	100
<u>Final Fieldwork Tasks:</u>			
Final information requests	Setup year end trial balance	Analytical reviews	
Cash testing	Receivables testing	Other assets testing	
Accounts payable testing	Accrued liabilities testing	Local revenue testing	
State and federal revenue testing	Payroll testing	Expenditures testing	
Single audit testing (if required)	Proprietary revenue testing	Partner internal reviews	
Schedule report issuance date	Exit conference		
Report Preparation (Our Office)	Robert Gattilia, CPA Nick Tejada, CPA-Philippines Dustin Hammit	March 2026	30
<u>Report Preparation Tasks:</u>			
Prepare all fund basis statements	Prepare govt.-wide conversion	Prepare footnotes and other sched.	
Prepare starter MD&A for client	Internal report reviews	Submit draft to client	
Receive client draft approval	Receive client representation letters		
Audit Completion (Client site)	Robert Gattilia, CPA Nick Tejada, CPA-Philippines Dustin Hammit	March 2026	10
<u>Report Issuance Tasks:</u>			
Final report version to client	Report printing/binding	Partner meeting preparation	
Presentation to governing body	Prep/filing of OMB form (if applic.)	Close out audit file	
Total			200

*Note Est hours represents total personnel hours combined for that phase of the audit (performed concurrently)

**Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025**

INFORMATION TO BE PROVIDED BY THE VILLAGE

In connection with the audit tasks to be performed, specific items that we will ask that the Village provide for the **Interim Phase** of the audit are as follows:

- A Trial Balance file (ASCII file), Check Register Report and Detailed General Ledger
- An Organizational Chart and Village Board listing
- The name and address of the attorney used for legal advice/litigation issues during the year.
- A listing of all cash, credit, investment accounts and a listing of any new long-term debt issued during the year
- A current listing of all employees of the Village
- The Village's depository contract, if there have been updates
- Year to date expenditures of federal and state awards by program
- The Village's Council approved Investment Policy
- The originally adopted budget the audit year
- TMRS contribution by month for the fiscal year
- The Village's electronic letterhead to be used for confirmation letters

New clients will be asked for the following additional items in the first year:

- A depreciation schedule listing all depreciable assets of the Village.
- A listing of all long-term debt including closing documents & amortization payment schedules
- Contact details of the tax collector for the Village and contract for tax collection
- The Village's depository contract in effect for the audit year
- The name and address of the Village's prior audit firm

Items specifically requested for the **Final Fieldwork Phase** follow:

- A Trial Balance (ASCII file), Detailed General Ledger, Filtered General Ledgers and Check Register Reports
- A bank reconciliation for each bank and investment account.
- Bank and investment account statements for the first month of the subsequent fiscal year
- A listing of all capital asset additions and disposals and a listing of any ongoing capital projects
- Accounts Receivable and Accounts Payable listings
- Listing of all committed or assigned fund balance amounts
- A copy of the final expenditure report for all state and federal grant funds.
- A report detailing accrued salaries by employee as of year end
- TMRS Municipal Contribution Rate and a schedule detailing employer retirement contributions
- A payroll register and compensated absences report
- A copy of the Final Amended Budget for the audit year and the Adopted Budget for the year subsequent to the audit year.
- A detail listing of inventory, if applicable.
- Copy of Investment Officer training certificates over the last two years.

While onsite at the Village, we will need access to the following items:

- Bank statements and reconciliations for the entire audit year.
- Access to selected vendor files and invoices, attorney vendor file, quarterly payroll tax returned, board minutes, journal entry listing, and other items upon request.

**Schedule of Qualifications to Provide Audit Services to
Village of Salado, Texas
For the Year Ended September 30, 2025**

We Keep it Simple. Our Proposed Audit Fee Includes all Budgeted Time, Audit Related Calls, and Bound Audit Reports

We are extremely competitive and accurate in pricing our audit services due to our experience. Our fee is based on anticipated cooperation from your personnel during the audit and availability of records as needed. Unless unforeseen instances occur, our estimated fee will be the amount billed.

If during the course of the audit it is determined that additional auditing services will be necessary outside of the scope of our initial understanding of the engagement, we will work with your personnel to determine the most appropriate method of performing the required services and what additional fees may be incurred.

We believe we can provide Village of Salado, Texas with high quality auditing services and year-round accessibility. Provided there are no unforeseen delays in scheduling and conducting the audit, the final report along with any management comments will be presented no later than the March 2026 regularly scheduled meeting of the governing body.





CPAs • Tax • Audit & Accounting

Empowering Peace of Mind

Report on the Firm's System of Quality Control

To the Owners of Singleton, Clark & Company, P.C.
And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Singleton, Clark & Company, P.C. (the firm) in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards)

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Singleton, Clark & Company, P.C. in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Singleton, Clark & Company, P.C. has received a peer review rating of *pass*.

Bumgardner, Morrison & Company, LLP

BUMGARDNER, MORRISON & COMPANY, LLP

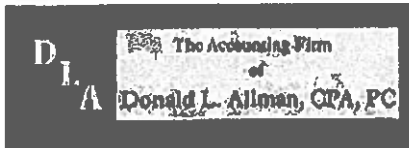
June 27, 2023

Bumgardner, Morrison & Company, LLP
Certified Public Accountants

Members American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants
AICPA Private Companies Practice Section
A CPA Employee Benefit Plan Audit Quality Center
AICPA Government Audit Quality Center

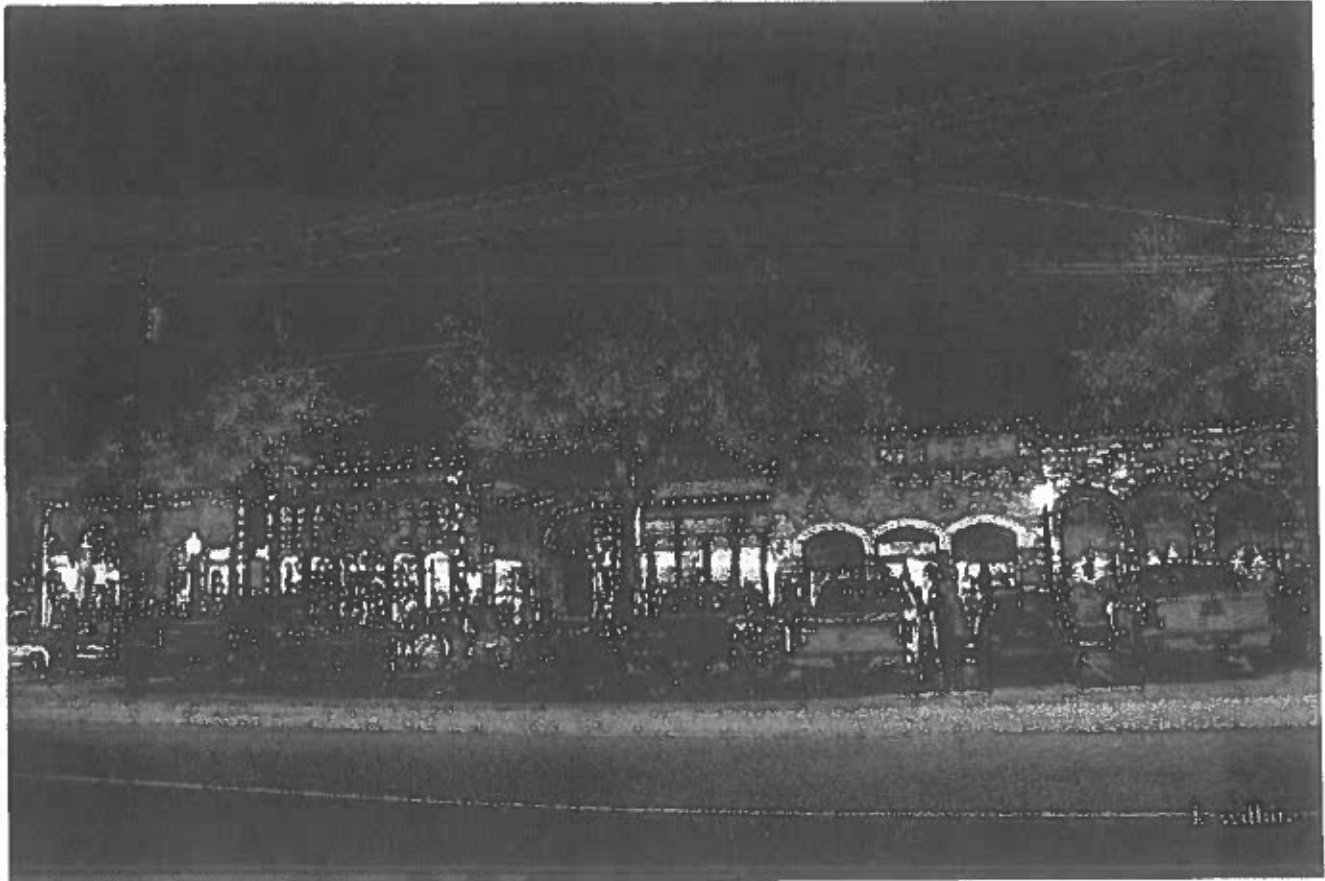
1501 E Mockingbird Lane, Suite 300
PO Box 3750
Victoria, Texas 77903-3750
Phone: 361.575.0271
Fax: 361.578.0880
Website: BMCcpa.com

Statement of Qualifications
From
The Accounting Firm of
Donald L. Allman, CPA, PC



Donald L. Allman, CPA, PC
160 Owen Pass
Liberty Hill, Texas 78642
Email: dallman@donallmancpa.com

CERTIFIED PUBLIC ACCOUNTANT



VILLAGE OF SALADO, TEXAS

Qualifications for Financial Audit Services

Donald L. Allman, CPA, PC

MEMBER TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER AICPA (AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS)
ADDRESS: 160 Owen Pass, Liberty Hill, TX 78642 PHONE 512-422-3700 WEBSITE www.donallmancpa.com

**REQUEST FOR QUALIFICATIONS FOR ANNUAL AUDIT SERVICES
VILLAGE OF SALADO, TEXAS**

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Village of Salado, Texas Request for Qualifications

EXECUTIVE SUMMARY

November 18, 2025

Manuel de la Rosa
Village of Salado, Texas
301 North Stagecoach Road
PO Box 219
Salado, TX 75571

Please accept this document as my response to the Request for Qualifications to perform the Village of Salado's Annual Audit Report, for the fiscal years ending September 30, 2025.

Donald L. Allman, CPA, PC is an accounting firm located in Liberty Hill, Texas, with an emphasis on governmental audits for small municipalities and nonprofit organizations over the past 20 years. The firm was founded in 1994 and has provided annual financial audit services since 2004. Donald L. Allman CPA, PC currently conducts annual financial audits for 40 small municipalities and believes that the Village of Salado would be an excellent addition to its client base. Notably, the firm's strongest attribute is its client relationships, taking pride in long-standing client retention, as many audit clients have remained for 15 to 20 years, and most have been with the firm for over a decade. The company relies solely on referrals from existing clients, never advertising or directly seeking new business.

We are committed to delivering high-quality service at competitive rates, the firm emphasizes the importance of onsite fieldwork to foster meaningful connections and address each client's specific needs. At the same time, we ensure that fieldwork is kept to only what is essential, aiming to minimize any disruption to their clients' operations.

FIRM BACKGROUND PRINCIPAL / OFFICERS PRIOR EXPERIENCE / STATEMENT OF QUALIFICATIONS

The Village of Salado audit team includes Donald L. Allman, CPA, PC (owner and founder), assisted by Chuck Bucek.

Donald L. Allman, CPA, graduated Magna Cum Laude from Southwest Texas State University in 1988, with a degree in Bachelor of Business Administration, with a concentration in accounting. He has 37 years of public accounting experience, including 35 years auditing government entities. His firm now serves over 60 audit clients and generates more than \$800,000 annually.

Chuck Bucek CPA will act as Audit Manager and graduated Summa Cum Laude from Southwest Texas State University in 1987, with a degree in Bachelor of Business Administration, with a concentration in accounting. He has 37 years' experience in public accounting, including 19 years' experience in governmental auditing.

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Village of Salado, Texas Request for Qualifications

PRINCIPAL / OFFICERS PRIOR EXPERIENCE / STATEMENT OF QUALIFICATIONS (Continued)

Donald L. Allman and Chuck Bucek have been associates for 37 years and strive to provide superior service while building strong relationships with our clients.

The firm is currently licensed through March 31, 2026, with Texas Society of CPAs. License number 053915.

The firm is in compliance with CPE requirements (Continued Education), 80 hours every two years.

Donald L. Allman, CPA, PC has never been involved in any litigation with clients or their affiliates.

Donald L. Allman, CPA has been a member of AICPA and Texas Society of CPA since 1990. The firm meets peer review requirements every three years and received a pass rating in September 2025. The Peer Review Report is included on page 14.

This proposal is valid for a minimum of 90 days from the RFQ date.

We look forward to providing annual financial audit services to the Village of Salado. Contact us for questions or further information.

Sincerely,



Donald L. Allman, CPA, PC
Owner and Founder

Village of Salado, Texas Request for Qualifications

AUDIT APPROACH / SCOPE OF AUDIT / AUDIT SCHEDULE

Our understanding of the services to be performed is as follows:
Annual Audited Financial Statements in Compliance with GASB.

AUDIT SCHEDULE

November 30, 2025	Written list of workpapers to be prepared by the Village submitted by audit firm selected
Early December	Preliminary planning meetings and audit plan development
Mid December	Due to Fiscal year end. All preliminary audit work should be completed, and auditors should withdraw from the field.
January 2, 2025	Year-end system-generated reports available, staff prepares trial balances and schedules
January 7, 2025	Auditors begin year-end work
Mid January 2025	All fieldwork should be complete
February 1, 2025	Annual Financial Audit Draft delivered to City Management for review.
Mid February	Annual Financial Audit returned to management with any corrections noted. Draft management letter and single audit reports (if applicable) due.
Mid February	Review Annual Financial Audit and Management Letter with Audit Committee.
February 28, 2025	Annual Financial Report Completed and Printed
February 28, 2025	Annual Financial Reports presented to Village Members

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Village of Salado, Texas Request for Qualifications

CONFLICT OF INTEREST STATEMENT

Donald L. Allman, CPA, PC is independent of Village of Salado, Texas. No one in the firm has a relationship with any employees of Village of Salado, Texas. The Independence is defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

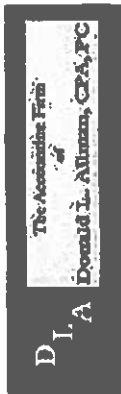
<p style="text-align: center;">CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity</p> <p>A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.</p> <p>Local Government Code § 176.001(f)-(g): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:</p> <ul style="list-style-type: none">(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;(B) a transaction conducted at a price and subject to terms available to the public; or(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. <p>Local Government Code § 176.003(a)(2)(A) and (B):</p> <ul style="list-style-type: none">(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:<ul style="list-style-type: none">***(2) the vendor:<ul style="list-style-type: none">(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:<ul style="list-style-type: none">(i) a contract between the local governmental entity and vendor has been executed; or(ii) the local governmental entity is considering entering into a contract with the vendor;(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:<ul style="list-style-type: none">(i) a contract between the local governmental entity and vendor has been executed; or(ii) the local governmental entity is considering entering into a contract with the vendor. <p>Local Government Code § 176.008(a) and (a-1)</p> <ul style="list-style-type: none">(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:<ul style="list-style-type: none">(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or(3) has a family relationship with a local government officer of that local governmental entity.(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:<ul style="list-style-type: none">(1) the date that the vendor:<ul style="list-style-type: none">(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or(2) the date the vendor becomes aware:<ul style="list-style-type: none">(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 8/14/2024

MEMBER TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER AICPA (AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS)
ADDRESS: 160 Owen Pass, Liberty Hill, TX 78642 PHONE 512-422-3700 WEBSITE www.donallmancpa.com



Donald Almon, C.P.A.
160 Owen Post
Lubbock, TX 79402
Email: dalmon@donalalmoncpa.com

CLIENT REFERENCES

CERTIFIED PUBLIC ACCOUNTANT

CLIENT	ADDRESS	CONTACT PERSON	TITLE	CONTACT PHONE NUMBER	EMAIL	YEARS OF SERVICE
Austin Life-care d/s The Source	8401 N IH 35, Austin, TX 78753	Kim Wallis	Comptroller	(346) 306-3012	kimwallis@lifecare.com	4 years
Round Rock Area Serving Cen	PO Box 5006, Round Rock, TX 78683	Les Scott	Executive Director	(512) 244-2431	les.s.100@rraboo.com	7 years
Angelheart Children's Shelter	2851 Joe Dinnington Blvd, Round Rock, TX 78685	Chris Daniel	CFO	(512) 310-8857	cdaniel@ahhsh.org	8 years
City of Cameron	P.O. Box 833, Cameron, TX 76520	Amy Smith	City Secretary	(254) 697-6646	asmith@camerontexas.org	13 years
City of Heame	209 Cedar Street, Heame, TX 77859	Alonso Encarnacion Giron	City Manager	(979) 279-3461	alonsoencarnacion@camerontexas.org	8 years
City of League	105 S. 4th St., League, TX 78000	Allyse Long	City Administrator	(254) 739-2547	allyse@cityofleague.com	6 years
City of Garberville	P.O. Box 227, Garberville, TX 76642	Chris Hanson	City Administrator	(254) 729-3293	chanson@cityofgarberville.com	9 years
City of Lott	P.O. Box 368, Lott, TX 76656	Lynne Gager	City Secretary	(254) 594-2681	lotcitysecretary@yahoo.com	15 years
Village of San Leon	P.O. Box 1107, Manchaca, TX 78652	Rebecca Howe	City Administrator	(512) 280-3898	rebecca.howe@sanleon.com	18 years
City of Mart	P.O. Box 300, Mart, TX 76664	Kerwin Schaefer	City Secretary	(254) 876-2462	citysecretary@cityofmart.net	12 years
City of Bertram	P.O. Box 1604, Bertram, TX 78605	Georgina Hernandez	City Secretary	(512) 355-2197	ghernandez@cityofbertram.org	12 years
City of Theobald	P.O. Box 308, Theobald, TX 76577	Suey Iwila	City Secretary	(512) 898-2523	iwila@cityoftheobald.net	10 years
City of Thall	104 Main St., Thall, TX 76578	Tary Marx	Mayor	(512) 898-5306	town@thalltownall.com	9 years
City of Burnet	201 S Dallas St., Burnet, TX 78629	Debbie Zim	City Secretary	(254) 746-7730	citysecretary@burnetall.com	8 years
City of Voke	2205 S. Main St. Voke, TX 76674	Vendetta Gardner	City Secretary	512-863-7994	vendetta@cityofvoke.org	7 years
City of Kerndy	303 W. Main St. Kerndy, TX 78119	William Linn	City Manager	830-583-2063	citymanager@cityofkerndy.org	4 years
City of Bankett	140 W. Clark St. Bankett, TX 76511	Joseph Reverend	City Administrator	254-527-3219	joseph.reverend@bankett-texas.org	4 years
Cameron EDC	102 E. 1st Street Cameron, TX 76520	Ginger Watkins	Executive Director	254-697-4970	gwatkins@camerontexasvalleyfoundation.com	1 years
Bullfinch EDC	1400 W. Commerce St. Bullfinch, TX 78031	Melba Williams	Executive Director	940-322-2203	mwilliams@bullfinch.com	4 years
League EDC	105 S. 4th Street League, TX 78000	Sophiane Burns	President	254-739-5544	sdburns@edcleague.com	6 years

MEMBER TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS AND AICPA
4749 Williams Drive, Suite 322, Georgetown, Texas 78626 512-422-3700 FAX: 512-240-5460 WEB SITE: www.donalalmoncpa.com

Village of Salado, Texas Request for Qualifications

PEER REVIEW REPORT



ERICKSEN KRENTEL
CERTIFIED PUBLIC ACCOUNTANTS • CONSULTANTS

Report on the Firm's System of Quality Control

September 24, 2025

To the Owner of Donald L. Allman, CPA, PC
and the Peer Review Committee of the Texas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Donald L. Allman, CPA, PC (the firm) in effect for the year ended December 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagement selected for review was an engagement performed under *Government Auditing Standards* including compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Donald L. Allman, CPA, PC in effect for the year ended December 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Donald L. Allman, CPA, PC has received a peer review rating of *pass*.

Erickson Krentel, LLP

Certified Public Accountants

Agenda Item #7H and 7I



Date Submitted:

December 8, 2025

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

7. DISCUSSION AND POSSIBLE ACTION

H. DISCUSSION ON CHANGING THE START TIME OF REGULAR BOARD OF ALDERMEN MEETINGS FROM 6:30 P.M. TO 6:00 P.M. AND INSTRUCTING THE CITY ATTORNEY TO PREPARE AN AMENDING ORDINANCE.

I. DISCUSSION AND POSSIBLE ACTION ON CANCELLING THE REGULAR MEETING SCHEDULED FOR JANUARY 1, 2026, DUE TO THE DAY BEING A CITY HOLIDAY.