

Ordinance No. 2003.1716
Village of Salado
County of Bell
State of Texas
October 2, 2003

AN ORDINANCE PROVIDING FOR AN AGREEMENT WITH THE W. A. PACE PARK BOARD OF TRUSTEES FOR THE VILLAGE OF SALADO TO MAINTAIN, CARE FOR, AND MANAGE PACE MEMORIAL PARK; PROVIDING FOR THE APPOINTMENT OF THE SALADO CHAMBER OF COMMERCE AS A COMMITTEE ACTING ON BEHALF OF THE VILLAGE OF SALADO TO CARRY OUT THE DUTIES AND RESPONSIBILITIES OF THE VILLAGE AS SET FORTH IN THE AGREEMENT, AND THE SEMI ANNUAL PAYMENT TO THE COMMITTEE OF THE AMOUNT OF \$6000 AS A STIPEND TO ASSIST THE COMMITTEE IN CARRYING OUT ITS DUTIES; PROVIDING FOR APPLICABILITY, AN EFFECTIVE DATE, AND PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS, W.A. Pace Memorial Park Board of Trustees (the "Trustees") are charged by deed with the responsibility to manage the property so conveyed by deed as a public park, said park being known as the W.A. Pace Memorial Park (the "Park"); and

WHEREAS, in order to more effectively carry out their duties and responsibilities as set forth in the aforesaid deed, the Board of Trustees has deemed it appropriate to enter into an agreement (the "Agreement") with the Village of Salado, Texas (the "Village") pursuant to which the Village will oversee and manage the park; and

WHEREAS, as part of the Village's responsibility to care for the health, safety, and welfare of the community as a Type B municipal corporation, it is deemed important to have available public park space, and to see that such space is developed, maintained, and cared for properly; and

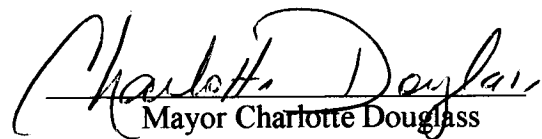
WHEREAS, the Village deems it in the best interest of the Village, that the Village assume the primary responsibility for the development, maintenance, care, and operation of the Park;

WHEREAS, it is appropriate that the Village appoint the Salado Chamber of Commerce as a committee, under the auspices of the Village, to assume the responsibilities of the Village pursuant to the Agreement, and for the Village to advance on a semi-annual basis the aggregate sum of \$12,000 as stipend to assist the Chamber in fulfilling their duties:

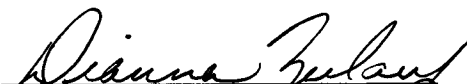
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO THAT

1. The Mayor is hereby authorized to sign and execute the Agreement with the W.A. Pace Park Board of Trustees, in the form attached hereto as Exhibit "A".
2. The Salado Chamber of Commerce is hereby appointed as a committee of the Board of Aldermen of the Village of Salado, to assume and discharge the duties and responsibilities of the Village under the agreement, at all times subject to the advice and consent of the Board of Aldermen of the Village. For the purpose of assisting the Chamber in fulfilling its responsibilities, the Village Treasurer is authorized to remit to the Chamber, semi-annually, during the term of the agreement the aggregate sum of \$12,000.
3. The Mayor is hereby authorized to execute the Memorandum of Understanding with the Chamber, in the form attached hereto as Exhibit "B".
4. In the event that any one or more of the provisions, clauses, or words of this ordinance or the application thereof to any situation or circumstance shall for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provisions, clauses, or words of this ordinance or the application thereof to any other situations or circumstance and it is intended that this ordinance shall be severable and that it shall be construed and applied as if such invalid or unconstitutional clause, section, provision, or word had not been included herein.
5. This ordinance and its attachments shall be effective upon its approval by the Board of Aldermen and shall automatically renew every twelve months unless written notice of cancellation of agreement is received by the Village office from either party. Written notice of cancellation must be received at least thirty (30) days prior to cancellation date.

Approved and Adopted this 2 day of October, 2003.


Mayor Charlotte Douglass

Attest:


Village Secretary, Dianna Zulauf



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**AGREEMENT BETWEEN THE VILLAGE OF SALADO, TEXAS
AND
W.A. PACE MEMORIAL PARK BOARD OF TRUSTEES**

WHEREAS, W.A. Pace Memorial Park Board of Trustees (the “Trustees”) are charged by deed with the responsibility to manage the property so conveyed by deed as a public park, said park being known as the W.A. Pace Memorial Park (the “Park”); and

WHEREAS, in order to more effectively carry out their duties and responsibilities as set forth in the aforesaid deed, the Board of Trustees has deemed it appropriate to enter into an agreement with the Village of Salado, Texas (the “Village”) pursuant to which the Village will oversee and manage the park; and

WHEREAS, as part of the Village’s responsibility to care for the health, safety, and welfare of the community as a Type B municipal corporation, it is deemed important to have available public park space, and to see that such space is developed, maintained, and cared for properly; and

WHEREAS, the Village deems it in the best interest of the Village, that the Village assume the primary responsibility for the development, maintenance, care, and operation of the Park;

NOW, THEREFORE, for and in consideration of ten (\$10) dollars, and other good and valuable consideration, and the mutual covenants and obligations herein set forth, the Trustees and the Village hereby bargain, covenant, and agree with one another as follows:

1. The Village shall manage, operate, and maintain the Park in accordance with standards adopted by the Board of Aldermen of the Village of Salado. All cost will be borne by the Village, and the Village shall pay the Trustees \$10.00 per year for use of the Park.
2. Management decisions, day to day oversight, and usage will be at the direction of the Board of Aldermen of the Village of Salado, who shall have the authority to delegate said responsibilities to their appointed designee or designees.
3. Any major changes to the park configuration or any significant capital investments instituted by the Village will be coordinated with and approved by the Trustees, prior to initiation of such actions.
4. The Village will provide liability insurance for the Trustees equal to coverage carried by the Village, and will cover reasonable out of pocket expenses resulting from any potential liability litigation involving the Park. Park facilities will be carried under the Village’s hazard insurance umbrella.

5. The Village agrees to maintain the grounds of the Park, including mowing and trimming, which shall include mowing of the island between the branches of Salado Creek, east of the Hwy 2268 bridge in downtown Salado, and mowing and trimming the area adjacent to and contiguous to the "Serena Monument" east of the aforesaid 2268 bridge, except where such area infringes on private property.
6. The Village shall see that the Park is regularly policed, and trash is collected and properly disposed of, and that public facilities are maintained and regularly cleaned.
7. Tables, chairs, fixtures and other equipment shall be maintained and repaired/replaced regularly so as to convey continually a pleasing and pleasant ambience to the Park.
8. The Village shall oversee the reservation system for the Park, making arrangements for setting and collection of fees, and setting up the park for calendared events.
9. This agreement shall be for a term of twelve months, and shall automatically renew at the expiration thereof, unless either side serves notice in writing to the other side of its decision not to renew.

Signed this 2 day of October, 2003

The Village of Salado

By Charlotte Douglas
Charlotte Douglas, Mayor

The Pace Park Board of Trustees

By Alanna Mills

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF SALADO AND THE SALADO CHAMBER OF COMMERCE**

WHEREAS, W.A. Pace Memorial Park Board of Trustees (the "Trustees") are charged by deed with the responsibility to manage the property so conveyed by deed as a public park, said park being known as the W.A. Pace Memorial Park (the "Park"); and

WHEREAS, in order to more effectively carry out their duties and responsibilities as set forth in the aforesaid deed, the Board of Trustees has deemed it appropriate to enter into an agreement (the "Agreement") with the Village of Salado, Texas (the "Village") pursuant to which the Village will oversee and manage the park; and

WHEREAS, as part of the Village's responsibility to care for the health, safety, and welfare of the community as a Type B municipal corporation, it is deemed important to have available public park space, and to see that such space is developed, maintained, and cared for properly; and

WHEREAS, the Village deems it in the best interest of the Village, that the Village assume the primary responsibility for the development, maintenance, care, and operation of the Park; and

WHEREAS, it is appropriate that the Village appoint the Salado Chamber of Commerce as a committee, under the auspices of the Village, to assume the responsibilities of the Village pursuant to the Agreement, and for the Village to advance on a semi-annual basis the aggregate sum of \$12,000 as stipend to assist the Chamber in fulfilling their duties.

NOW, THEREFORE, the Village of Salado and the Salado Chamber of Commerce agree as follows:

1. The Chamber hereby agrees to assume and fulfill the responsibilities of the Village of Salado pursuant to the Agreement with respect to the day to day operations of Pace Park, at all times with the advice and consent of the Board of Aldermen of the Village of Salado.
2. The Chamber shall indemnify the Village and hold harmless for all acts and omissions of the Chamber in the performance of this MOU.
3. The Chamber shall appoint and monitor a point of contact to oversee the maintenance of Park property to include land and facility maintenance, ensure equipment replaced as necessary, and coordinate with Chamber's Park reservation system.

4. The Chamber of Commerce agrees to maintain the grounds of the Park, including mowing and trimming, which shall include mowing of the island between the branches of Salado Creek, east of the Hwy 2268 bridge in downtown Salado, and mowing and trimming the area adjacent to and contiguous to the "Serena Monument" east of the aforesaid 2268 bridge, except where such area infringes on private property.
5. The Chamber of Commerce shall see that the Park is regularly policed, and trash is collected and properly disposed of, and that public facilities are maintained and regularly cleaned.
6. Tables and chairs shall be maintained and repaired/replaced regularly so as to convey continually a pleasing and pleasant ambience to the Park. All capital improvements to the Park shall be only with the consent of and under the direction of the Board of Aldermen of the Village of Salado.
7. The Chamber of Commerce shall oversee the reservation system for the Park, making arrangements for setting and collection of fees, and setting up the park for calendared events.
8. The Chamber shall be entitled to retain all moneys received from the operation of the Park, and shall devote same to discharging the expenses of maintaining and operating the Park. The Chamber shall semi-annually account to the Village of Salado for all such expenses and receipts, by filing semi-annual reports in the form developed by the Village.
9. This agreement shall be for a term of twelve months, and shall automatically renew at the expiration thereof, unless either side serves notice in writing to the other side of its decision not to renew.

Signed this 2 day of October, 2003

The Village of Salado

By Charlotte Douglass
Charlotte Douglass, Mayor

The Salado Chamber of Commerce

By Darwin Britt
Darwin Britt, President