ORDINANCE ANNEXING TERRITORY

Ordinance No. 2022 - 13

"Salado Center Annexation"

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE VILLAGE OF SALADO, BELL COUNTY, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF SAID VILLAGE SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID VILLAGE LIMITS, AND 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; AND ADOPTING A SERVICE PLAN.

WHEREAS, the Texas Local Government Code and the laws of the State authorize the annexation of territory by the Village of Salado, Texas (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, Celts International LLC owns certain parcels of land situated in Bell County, Texas which consists of approximately 39.139 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 September 23, 2022, Celts International 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 existing municipal 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 area; and

WHEREAS, pursuant to § 43.0672 of the LGC, the Village and Celts International 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 school district and other 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 of the Village 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. <u>Findings of Fact</u>. 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. <u>Annexation</u>. 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 01080675;1

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.

Passed by the Board of Aldermen of the Village of Salado at a meeting for which due notice was given this the 17th day of November, 2022.

APPRØVEÐ:

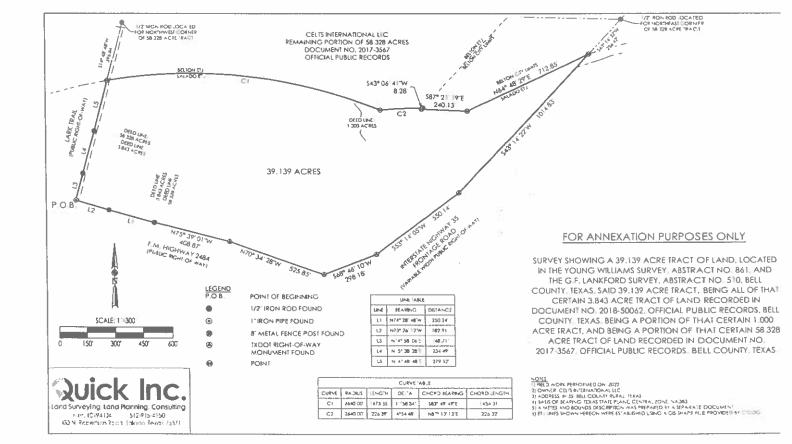
Michael Coggin, Mayor

ATTEST:

Don Ferguson, Village Administrator



Exhibit "A"





Land Surveying. Land Planning. Consulting.

Firm: 10194104 512-915-4950 1430 N. Robertson Road, Salado, Texas 76571

ANNEXATION FIELD NOTES FOR A 39.139 ACRE TRACT OF LAND:

BEING A 39.139 ACRE TRACT OF LAND, LOCATED IN THE YOUNG WILLIAMS SURVEY, ABSTRACT NO. 861, AND THE G.F. LANKFORD SURVEY, ABSTRACT NO. 510, BELL COUNTY, TEXAS; SAID 39.139 ACRE TRACT, BEING ALL OF THAT CERTAIN 3.843 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2018-50062, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1.000 ACRE TRACT, AND BEING A PORTION OF THAT CERTAIN 58.328 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017-3567, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 39.139 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod located at the intersection of the northeast right-of-way line of F.M. Highway 2484 and the southeast right-of-way line of Lark Trail, being the southwest corner of said 3.843 acre tract, said point being the southwest corner of the herein described tract of land;

- 1. **Thence**, with the southeast right-of-way line of Lark Trail, the northwest lines of said 3.843 acre tract, the following two (2) courses and distances:
- 2. N 14° 58' 06" E, a distance of 148.71', to an 8" metal pipe fence post located for an angle point of the herein described tract of land;
- 3. **N 15° 08' 28" E**, a distance of **234.49'**, to a 1/2" iron rod located in the southeast right-of-way line of Lark Trail, being the northwest corner of said 3.843 acre tract, an exterior corner of said 58.328 acre tract, said point being an angle point of the herein described tract of land;
- Thence, with the southeast right-of-way line of Lark Trail, a northwest line of said 58.328 acre tract, N 14° 48′ E, a distance of 279.52′, to a point in the

southeast right-of-way line of Lark Trail, a northwest line of said 58.328 acre tract, said point being the northwest corner of the herein described tract of land which bears \$ 14° 48' W, a distance of 396.84' from a 1/2" iron rod located in the southeast right-of-way line of Lark Trail, for the northwest corner of said 58.328 acre tract:

Thence, departing the southeast right-of-way line of Lark Trail, across said 58.328 acre tract and said 1.000 acre tract, the following five (5) courses and distances:

- 5. with a curve to the right containing a radius of 2640.00', a central angle of 31°58'34", a chord which bears \$ 83° 49' 49" E, a chord distance of 1454.31', a total curve length of 1473.35', to a point for an angle point and being the beginning of a curve to the right of the herein described tract of land;
- 6. with a curve to the right containing a radius of 2640.00', a central angle of 04°54'48", a chord which bears N 87° 13' 13" E, a chord distance of 226.32', a total **curve length** of **226.39**', to a point for an angle point of the herein described tract of land;
- 7. **\$ 43° 06' 41" W**, a distance of **8.28'**, to a point for an angle point of the herein described tract of land:
- 8. **\$ 87° 21' 19" E**, a distance of **240.13'**, to a point for an angle point of the herein described tract of land:
- 9. **N 64° 48' 29" E**, a distance of **712.85'**, to a point in the northwest right-of-way line of Interstate Highway 35 Frontage Road, a southeast line of said 58.328 acre tract, said point being the northeast corner of the herein described tract of land:

Thence, with the northwest right-of-way line of Interstate Highway 35 Frontage Road, the southeast lines of said 58.328 acre tract, the following three (3) courses and distances:

10.**\$ 43° 14' 22" W**, a distance of **1014.83'**, to a TxDOT right-of-way monument located for an angle point of the herein described tract of land;

- 11.**S 53° 14' 05" W**, a distance of **550.14'**, to a TxDOT right-of-way monument located for an angle point of the herein described tract of land;
- 12.**\$ 68° 46' 10" W**, a distance of **298.18'**, to a TxDOT right-of-way monument located at the intersection of the northwest right-of-way line of Interstate Highway 35 Frontage Road and the northeast right-of-way line of F.M. Highway 2484, being the southernmost angle point of said 58.328 acre tract, said point being an angle point of the herein described tract of land;

Thence, with the northeast right-of-way line of F.M. Highway 2484, the southwest line of said 58.328 acre tract, the following two (2) courses and distances:

- 13. N 70° 34′ 28" W, a distance of 525.85′, to a TxDOT right-of-way monument located for an angle point of the herein described tract of land;
- 14. N 75° 39' 01" W, a distance of 408.87', to a TxDOT right-of-way monument located in the northeast right-of-way line of F.M. Highway 2484, being an exterior corner of said 58.328 acre tract, the southeast corner of said 3.843 acre tract, said point being angle point of the herein described tract of land:

Thence, with the northeast right-of-way line of F.M. Highway 2484, the southwest lines of said 3.843 acre tract, the following two (2) courses and distances:

- 15. N 74° 28' 48" W, a distance of 250.24', to a 1/2" iron rod located for an angle point of the herein described tract of land;
- 16. N 73° 26' 12" W, a distance of 182.91', to the POINT OF BEGINNING containing 39.139 acres of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot. A survey plat was prepared by a separate document. These field notes are for annexation purposes only.

Exhibit "B"

MUNICIPAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF SALADO AND CELTS INTERNATIONAL LLC REGARDING SERVICES TO BE PROVIDED BY THE VILLAGE UPON ANNEXATION

This Agreement is made and entered into by and between the **Village of Salado**. Texas ("Village"), a Type A, general-law municipal corporation, and Celts International LLC ("Petitioners"). This Agreement is effective on the date of the last to execute below, (the "Effective Date"). The Village and the Petitioners are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

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, Texas Local Government Code Section 43.0671 authorizes a municipality to annex an area if each owner of land in the area requests annexation; and

WHEREAS, where the Village elects to annex such an area, the Village is required to enter into a written agreement with the property owner(s) that sets forth the Village services to be provided for the Property on or after the effective date of annexation (the "Effective Date"); and

WHEREAS, Petitioners own certain parcels of land located in Bell County, Texas, which consists of approximately 39.139 acres of land in the Village's extraterritorial jurisdiction; and

WHEREAS, on September 23, 2022, Celts Intenational LLC submitted a Petition to the Village for Voluntary Annexation of a 39.139 acre tract of land in Bell County as further described Exhibit A attached hereto and incorporated into this agreement ("Property"); and

WHEREAS, Texas Local Government Code Section 43.0672 requires that prior to annexation, the Village must first negotiate and enter into a written agreement with the owners of land in the area for provision of services in the area; and

WHEREAS, the Parties desire to enter into this Agreement pursuant Texas Local Government Code Section 43.0672 for the services that that will become available upon annexation of the subject tract of land into the Village;

NOW THEREFORE, in consideration of the terms and conditions herein which are in the public interest, it is mutually agreed as follows:

MUNICIPAL SERVICES TO BE PROVIDED

Commencing on the Effective Date, the Village of Salado, Texas, will provide for the extension of full municipal services into the area proposed to be annexed as described below.

Police Protection

- a. <u>Existing Village Service</u>: The Salado Police Department provides law enforcement services in the Village.
- b. <u>Services to be Provided:</u> The Salado Police Department is responsible for enforcement of Village ordinances and various State laws within the Village.

Upon annexation of the subject area, the Village will be responsible for enforcement of Village ordinances and various State laws in the annexed area.

The Bell County Sheriff's Department and the Bell County Precinct Two Constable provide supplemental law enforcement services in the Village, when requested by the Village. It is not anticipated that this will change in the near term.

c. The Village has a municipal court that can handle Class C misdemeanors, including violations of the Village of Salado Code of Ordinances.

2. Fire Protection Including Emergency Ambulance

- a. <u>Existing Village Service:</u> None.
- b. <u>Services to be Provided</u>: The Village of Salado has no plans to provide fire protection or emergency ambulance services to the subject area.

Fire protection is provided within the corporate limits of Salado by the Salado Volunteer Fire Department, per an interlocal service agreement.

The Fire Department has two (2) fire stations, one located within the Village and the other in Salado's E-T-J. The nearest fire station to the subject area is Fire Station # 2, located at 3520 FM 2484, Salado, Texas, which is approximately 0.42 miles from the subject area.

Emergency medical service is provided by the Temple EMS (AMR) which has a service contract with Bell County. The nearest EMS unit is housed in Salado Fire Station #2, located at 3520 FM 2484, Salado, Texas, which is approximately 0.42 miles from the subject area.

- c. The subject area is currently served by the Salado Fire Department and Temple EMS (AMR).
- 3. Solid Waste Collection
 - a. Existing Village Service: None.
 - b. <u>Services to be Provided:</u> The Village of Salado has no plans to provide solid waste collection services to the subject area.

Within the corporate limits of Salado, solid waste collection services are provided by three (3) private, commercial solid waste collection companies who have franchise agreements with the Village. The companies provide regular curbside garbage and recyclable collection. Participation is mandatory. No change in the current arrangement regarding solid waste collection is anticipated in the near future.

- c. The subject area is currently serviced by a private, commercial solid waste collection company.
- 4. Water Service
 - a. Existing Village Service: None.
 - b. <u>Services to be Provided</u>: The Village of Salado has no plans to provide water service to the subject area.

Retail water service is provided to properties within the corporate limits of Salado by the Salado Water Supply Corporation (SWSC).

- c. The subject area is currently serviced by the SWSC.
- 5. Sanitary Sewer Service

a. <u>Existing Village Service:</u> Retail wastewater service is provided to properties on Main Street, Royal Street, Church Street, Stagecoach Road, and portions of West Village Road, Salado School Road, Thomas Arnold Road and Williams Road. The Village anticipates expanding its wastewater service area in the future, as demands for service increase.

Properties outside the retail wastewater service area are currently serviced by permitted on-site septic systems.

b. Services to be Provided:

The subject area is currently served by a privately owned and operated wastewater treatment plant. It is possible the Village of Salado could acquire and operate the treatment plant at some point in the future.

6. Maintenance of Roads and Streets

- a. <u>Existing Village Service</u>: The Village of Salado provides regular road maintenance service for its inventory of public streets.
- b. <u>Services to be Provided</u>: Upon annexation, the Village of Salado will maintain any roadway dedicated as public roadway, where the subject area is located.

7. Parks, Playgrounds and Swimming Pools

- a. <u>Existing Village Service:</u> The Village of Salado currently maintains and operates two (2) public parks. One is Pace Park which is located east of Main Street along the Salado Creek. The other is Sirena Park which located northwest of the intersection of Main Street and Royal Street, along the Salado Creek. Pace Park contains a natural swimming area, recreation lawn, covered pavilion, restroom facilities and a playscape. Meanwhile, Sirena Park contains a natural swimming area and picnic tables. Both parks are open and available to the general public.
- b. <u>Services to be Provided</u>: In addition to maintaining and operating the Village's existing park facilities, the Village is considering the possible development of a multi-purpose trail system and all-abilities playground in the near future.

8. Library Service

a. <u>Existing Village Service</u>: None.

b. <u>Services to be Provided.</u> There are no plans for the Village of Salado to provide library service to the subject area.

However, the Village is located within the boundaries of the Salado Public Library District which is responsible for providing library services to the subject properties. The District's library is located at 1151 N. Main Street which is approximately 0.62 miles from the subject properties.

Street Lighting

- a. <u>Existing Village Service</u>: The Village provides limited street lighting in its downtown business district and on a limited number of residential public streets within the Village, per an interlocal agreement with ONCOR Electric.
- b. <u>Services to be Provided:</u> The Village of Salado shall own and be responsible for operation of street lights constructed in the subject area.

Planning and Zoning

a. <u>Existing Village Service</u>: The Village of Salado provides planning services for properties within the Village including, but not limited to, zoning, subdivision review and approval, and code enforcement.

Zoning and subdivision approvals are performed by the Planning and Zoning Commission and the Board of Aldermen.

- b. <u>Services to be Provided:</u> The Village of Salado's planning and zoning jurisdiction will extend to the subject area on the effective date of the annexation ordinance.
- The Village will consider initial zoning of the subject area within thirty (30) days after approval of the annexation ordinance

11. Electrical Service

- a. Existing Village Service: None.
- b. <u>Services to be Provided</u>: The Village of Salado does not have plans to provide retail electric service to the subject area.

Currently, numerous retail electric companies provide electrical service in Salado. Meanwhile, ONCOR Electric is the electric transmission and distribution service provider in Salado and the surrounding area.

- c. The subject area is currently served by a private retail electric company.
- 12. Building Inspection / Code Enforcement / Permitting
 - a. <u>Existing Village Service</u>: The Village of Salado provides plan review and permitting services for planned site developments and building construction within the Village.

The Village requires all contractors to adhere to the following development codes: the 2011 National Electric Code; 2009 International Mechanical Code; 2009 International Plumbing Code; 2009 International Residential Code; 2009 International Building Code; 2009 International Energy Conservation Code; 2009 International Fire Code; 2009 International Fuel Gas Code; 2009 International Existing Building Code; and 1994 Texas Accessibility Standards.

Wastewater rules are the latest version of those published by the Texas Commission on Environmental Quality (TCEQ) and Village of Salado.

Site plan approval is performed by the Planning and Zoning Commission and the Board of Aldermen.

Building inspections, Fire Code enforcement and plan reviews are conducted by third-party contractors on behalf of the Village.

Code Enforcement is conducted by the Village on a complaint basis.

- b. <u>Services to be Provided</u>: The Village of Salado's development permitting services will extend to the subject area on the effective date of the annexation ordinance.
- 13. All other municipal services will be provided to the area in accordance with policies established by the Village of Salado.
- 14. **SERVICE LEVEL.** The Village will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of

the Village with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

- 14. **AUTHORITY.** Village and Petitioners represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.
- 15. **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.
- 16. **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.
- 17. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Bell County, Texas, and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
- 18. **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.
- 19. **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.
- 20. **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.
- 21. **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.
- 22. AGREEMENT BINDS AND BENEFITS 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, is binding on the Petitioners and the Village, and is enforceable by any current or future owner of any portion of the Property.
- 23. 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.



Bell County Shelley Coston County Clerk Belton, Texas 76513

Instrument Number: 2023031996

ORDINANCE

Recorded On: July 19, 2023

Parties: VILLAGE OF SALADO

CELTS INTERNATIONAL LLC

To Comment:

(Parties listed above are for Clerks' reference only)

** Examined and Charged as Follows **

CLERKS RMF:

COURT HOUSE SECURITY:

\$5.00

Billable Pages: 1

Number of Pages: 1

\$1.00

RECORDING:

\$61.00

Total Fees:

\$67.00

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

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

File Information

Instrument Number: 2023031996

Receipt Number: 356115

Recorded Date/Time: 07/19/2023 12:35:20 PM

User / Station: zbranead - BCCCD0642

Record and Return To:

CITY OF SALADO

PO BOX 219

SALADO, TX 76571



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

> **Shelley Coston Bell County Clerk**

Dully Coston

Celts International LLC P.O. Box 249 Salado, TX 76571

Don Ferguson Village Administrator Village of Salado 301 N. Stagecoach Road Salado, TX 76571 September 23, 2022 Hand Delivered & Emailed

RE: Annexation Request

Dear Mr. Ferguson:

Celts International LLC (the "Celts") is formally petitioning the Village of Salado to annex into its corporate limits that portion of Celts' property, located near the intersection of FM 2484 and the IH-35 frontage road, which is currently within the Village's E-T-J. Attached is a map showing the area that is the subject of this annexation request.

This is the first step in creating a mixed-use commercial development on the property.

Please expedite this request and keep us informed of anything that we need to do to support this annexation.

We look forward to working with you.

Best\Regards,

RJ oflins Owner