



REGULAR BOARD OF ALDERMEN MEETING
SALADO MUNICIPAL BUILDING
301 N. STAGECOACH - SALADO, TEXAS
FEBRUARY 2, 2023 – 6:30 P.M.

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

<https://us02web.zoom.us/j/86213868953?pwd=RHBVOXBqTzRYTFdMZEFEYkNpQ1doQT09>

MEETING ID: 862 1386 8953

PASSWORD: 401039

OR YOU CAN DIAL IN TO THE MEETING WITH YOUR PHONE USING ONE OF THE FOLLOWING PHONE NUMBERS AND USING THE MEETING ID AND PASSWORD:

1-346-248-7799

1-253-215-8782

1-669-900-6833

1-301-715-8592

1-312-626-6799

1-929-205-6099

AGENDA

CALL TO ORDER

FEBRUARY 2, 2023, AT 6:30 P.M.

CALL OF ROLL

CITY SECRETARY

INVOCATION

PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

1. CITIZENS COMMUNICATIONS

THE BOARD OF ALDERMEN WELCOMES COMMENTS FROM CITIZENS ON ISSUES AND ITEMS OF CONCERN NOT ON THE AGENDA. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AND OBSERVE A THREE (3) MINUTE TIME LIMIT WHEN ADDRESSING THE BOARD. SPEAKERS WILL HAVE ONE (1) OPPORTUNITY TO SPEAK DURING THIS TIME-PERIOD. SPEAKERS DESIRING TO SPEAK ON AN AGENDA ITEM WILL BE ALLOWED TO SPEAK WHEN THE AGENDA ITEM IS CALLED. INQUIRIES ABOUT MATTERS NOT LISTED ON THE AGENDA WILL EITHER BE DIRECTED TO STAFF OR PLACED ON A FUTURE AGENDA FOR ALDERMEN CONSIDERATION.

2. CONSENT AGENDA

- (A) APPROVAL OF THE MINUTES OF THE JANUARY 19, 2023, REGULAR MEETING OF THE BOARD OF ALDERMEN.
- (B) APPROVAL OF THE MINUTES OF THE JANUARY 17, 2023, SPECIAL MEETING OF THE BOARD OF ALDERMEN.
- (C) APPROVAL OF LEGACY SALADO'S REQUEST TO UTILIZE PACE PARK FOR THE 2023 SIRENA CREEKSIDE CARNAVAL ON OCTOBER 6-7, 2023.

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

4. PRESENTATIONS

- (A) PRESENTATION BY STATE REPRESENTATIVE BRAD BUCKLEY REGARDING LEGISLATIVE PRIORITIES FOR THE 88TH LEGISLATURE REGULAR SESSION. (STATE REPRESENTATIVE BRAD BUCKLEY)
- (B) PRESENTATION RECOGNIZING RETIRED CITY SECRETARY CARA MCPARTLAND FOR HER YEARS OF SERVICE TO THE VILLAGE OF SALADO. (MAYOR MICHAEL COGGIN)

5. STATUS REPORTS

- (A) VILLAGE ADMINISTRATOR'S REPORT

- WASTEWATER BOND REFUNDING UPDATE
- FY 2022 AUDIT UPDATE
- MUSTANG SPRINGS DEVELOPMENT UPDATE
- QUICK TRIP DEVELOPMENT UPDATE
- CITY SECRETARY VACANCY
- SALADO COMMUNITY INSTITUTE
- ROYAL STREET IMPROVEMENT PROJECT

(B) SALADO POLICE CHIEF STATUS REPORT

- CALLS FOR SERVICE REPORT
- LICENSE PLATE READER PROGRAM UPDATE
- CITIZENS ON PATROL PROGRAM UPDATE

(C) TOURISM DIRECTOR'S REPORT

- SALADO MARKETING ACTIVITIES
- VISITORS CENTER ACTIVITIES
- UPCOMING EVENTS

6. PUBLIC HEARINGS AND POSSIBLE ACTION

- (A) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS, AUTHORIZING AND CREATING THE SANCTUARY PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE. (VILLAGE ADMINISTRATOR)
- (B) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS, AUTHORIZING AND CREATING THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE. (VILLAGE ADMINISTRATOR)

7. DISCUSSION AND POSSIBLE ACTION

- (A) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING TWO (2) PROPOSED PROFESSIONAL SERVICE AGREEMENTS WITH P3WORKS FOR ADMINISTRATION OF THE SANCTUARY DEVELOPMENT PUBLIC IMPROVEMENT DISTRICTS. (VILLAGE ADMINISTRATOR)

- (B) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING A PROPOSED SALADO CULTURAL ARTS GRANT PROGRAM. (SALADO CULTURAL ARTS DISTRICT BOARD)
- (C) DISCUSS AND CONSIDER PLANS FOR THE PROPOSED 2023 SALADO PORCH AND PLANET FEST IN APRIL 2023. (MUSIC FRIENDLY COMMUNITY ADVISORY BOARD)
- (D) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING THE MEMBERSHIP OF THE SALADO PARKS ADVISORY BOARD. (ALDERMAN JOHN COLE)

ADJOURNMENT

THE BOARD OF ALDERMEN MAY RETIRE INTO EXECUTIVE SESSION AT ANY TIME BETWEEN THE MEETING'S OPENING AND ADJOURNMENT FOR THE PURPOSE OF DISCUSSING ANY MATTERS LISTED ON THE AGENDA AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE INCLUDING, BUT NOT LIMITED TO, HOMELAND SECURITY PURSUANT TO CHAPTER 418.183 OF THE TEXAS LOCAL GOVERNMENT CODE; CONSULTATION WITH LEGAL COUNSEL PURSUANT TO CHAPTER 551.071 OF THE TEXAS GOVERNMENT CODE; DISCUSSION ABOUT REAL ESTATE ACQUISITION PURSUANT TO CHAPTER 551.072 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF PERSONNEL MATTERS PURSUANT TO CHAPTER 551.074 OF THE TEXAS GOVERNMENT CODE; DELIBERATIONS ABOUT GIFTS AND DONATIONS PURSUANT TO CHAPTER 551.076 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF ECONOMIC DEVELOPMENT PURSUANT TO CHAPTER 551.087 OF THE TEXAS GOVERNMENT CODE; ACTION, IF ANY, WILL BE TAKEN IN OPEN SESSION.

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Salado Municipal Building on January 27, 2023, at 6:00 p.m.



Cara McPartland, 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 Don Ferguson, Village Administrator, at 254-947-5060 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call 512-272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

BOA Agenda Item Form



Date Submitted: January 27, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: CONSIDER APPROVAL OF MINUTES OF THE JANUARY 19, 2023, REGULAR MEETING OF THE BOARD OF ALDERMEN

Funds Required:
Funds Available:

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow board members to consider approval of the minutes of the January 19, 2023, Regular Meeting of the Board of Aldermen.

The minutes will be presented to board members under separate cover in advance of the meeting for review and consideration.

BOA Agenda Item Form



Date Submitted: January 27, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: CONSIDER APPROVAL OF MINUTES OF THE JANUARY 17, 2023, SPECIAL MEETING OF THE BOARD OF ALDERMEN

Funds Required:
Funds Available:

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow board members to consider approval of the minutes of the January 17, 2023, Special Meeting of the Board of Aldermen.

The minutes will be presented to board members under separate cover in advance of the meeting for review and consideration.

BOA Agenda Item Form



Date Submitted: January 25, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: CONSIDER APPROVAL OF REQUEST TO USE PACE PARK FOR THE 2023 SIRENA CREEKSIDE CARNAVAL FESTIVAL ON OCTOBER 6-7, 2023

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow board members to consider approval of a request from Legacy Salado to utilize Pace Park for the 2023 Sirena Creekside Carnival on October 6-7, 2023.

As part of its reservation request, the non-profit organization is requesting a waiver of park use facility and equipment rental fees, permission to serve alcohol at the event and the closure of Pace Park Road to through traffic during the event hours.

Legacy will be required to provide insurance for the event as well off-duty law enforcement officers if alcohol is to be sold.

BOA Agenda Item Form



Date Submitted: January 25, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: CONSIDER ACTION REGARDING ANY ITEMS REMOVED FROM THE CONSENT AGENDA

Funds Required:
Funds Available:

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow board members to discuss and consider approval of any items removed from the Consent Agenda.

BOA Agenda Item Form



Date Submitted: January 25, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: PRESENTATION FROM
STATE REPRESENTATIVE BRAD BUCKLEY

Funds Required:
Funds Available:

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow State Representative Brad Buckley to brief board members on legislative priorities for the upcoming 88th Legislature Regular Session.

BOA Agenda Item Form



Date Submitted: January 25, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: PRESENTATION TO
RETIRED CITY SECRETARY CARA MCPARTLAND

Funds Required:
Funds Available:

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow for a presentation recognizing retired City Secretary Cara McPartland for her six (6) years of service to the Village of Salado.

BOA Agenda Item Form



Date Submitted: January 26, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: VILLAGE ADMINISTRATOR'S STATUS REPORT

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

- Wastewater Bond Refunding Update
- FY 2022 Audit Update
- Mustang Springs Development Update
- Quick Trip Development Update
- City Secretary Vacancy
- Salado Community Institute
- Royal Street Improvement Project

BOA Agenda Item Form



Date Submitted: January 27, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: SALADO POLICE CHIEF
STATUS REPORT

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

- Calls for Service Report
- License Plate Reader Program Update
- Citizens on Patrol Program Update

BOA Agenda Item Form



Date Submitted: January 25, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: TOURISM DIRECTOR'S
STATUS REPORT

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

- Salado Marketing Activities
- Visitors Center Activities
- Upcoming Events

BOA Agenda Item Form



Date Submitted: January 27, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: HOLD A PUBLIC HEARING
AND CONSIDER ACTION ON A RESOLUTION
CREATING THE SANCTUARY PUBLIC IMPROVEMENT
DISTRICT

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow board members hold a public hearing and consider action on a resolution creating the Sanctuary Public Improvement District.

Attached is a copy of a legal briefing regarding this matter along with the subject resolution.

M E M O R A N D U M

TO: Don Ferguson, Village Administrator, Village of Salado

FROM: Gregory Miller, Bickerstaff Heath Delgado Acosta LLP

DATE: February 2, 2023

RE: February 2, 2023, Board Meeting, Resolution for Creation of Sanctuary Public Improvement District

Creation of Sanctuary Public Improvement District

PIDs Generally

A Public Improvement District (PID), generally speaking, is a geographic area that is comprised of property that will receive special benefits from public improvements located in that area. Examples of such public improvements include roads, sidewalks, lighting, and parks. The properties that these improvements are designed to specifically benefit are the properties that make up the PID.

The purpose of the PID is to provide financing for those public improvements, which are improvements that a developer must have to create a marketable development. The PID method of finance, generally speaking is as follows: 1) the Village and the Developer discuss which improvements are desired by the Developer and which are of importance to the Village; 2) after agreeing on the public improvements that will be constructed or installed in the PID, the amount of costs that will be supported by the PID are established; 3) assessments are levied against the property in the PID in an amount sufficient to cover the debt service on bonds issued by the Village to finance the agreed upon costs; 4) bonds are issued and assessments are collected annually to pay debt service on the bonds; and 5) the improvements financed with the bonds (and PID assessments) are constructed either before or after the issuance of bonds.

The Item Under Consideration

The item before the Board concerns the creation of the Sanctuary PID.

Chapter 372 of the Texas Local Government Code establishes the procedures by which a PID is created. The statutorily established steps in creation generally are: 1) the filing of a petition by a property owner requesting creation of a PID with the municipality, 2) the newspaper publication of notice of a Board of Aldermen meeting to consider the creation of a PID; 3) a hearing and action on the creation; and assuming that the Board approves the creation, 4) the municipality files a copy of the authorizing resolution in the county real property records within 7 days of approval.

To the extent that any assessments will be levied against Property in the PID and bonds sold to finance public improvements in the PID, the Board actions related to those measures occur apart from and subsequent to the creation of the PID.

Notice of the creation of the Sanctuary PID was published in the Temple Daily Telegram on January 16, 2023, and in the Salado Village Voice on January 19, 2023. Those notices stated that the Board would hold a hearing and consider approving the creation of the PID at this February 2, 2023 meeting.

The proposed PID consists of approximately 106.47 acres which are depicted on a map attached to the Resolution under consideration. The proposed improvements may include the following:

- (i) the establishment of parks and open space, together with the design, construction, and maintenance of any ancillary structures, features, or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein;
- (ii) landscaping;
- (iii) acquisition, construction, and improvement of water, wastewater, and drainage facilities;
- (iv) acquisition, construction, and improvement of streets, roadways, rights-of-way, and related facilities;
- (v) entry monumentation and features;
- (vi) signage;
- (vii) projects similar to those listed in subsections (i) – (vi) above; and
- (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering, and operating the District.

The estimated costs of the public improvements that will specially benefit the property in the District are \$7,410,000.

If the Board authorizes the Creation of the District after the hearing, the City must file a copy of this resolution in the County's real property records within seven days of this meeting.

The Owner of the PID property has agreed to petition the Village to have the District dissolved if either: a) assessments to finance improvements in the District are not levied within five years, or b) if assessments are levied within five years but bonds are not sold within two years after the levy.

This item does not levy any assessments against property in the PID or authorize the issuance of bonds.

RESOLUTION _____

A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS AUTHORIZING AND CREATING THE SANCTUARY PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Village of Salado, Texas (the "Village" or "Salado"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its Village limits or its extraterritorial jurisdiction; and

WHEREAS, on January 13, 2023, BILLIE HANKS, JR., an individual, HANKS-CABINESS CHRISTIAN TRUST, BHHC CHRISTIAN DEVELOPMENT, LLC, a Texas limited liability company, BHHC CHRISTIAN DEVELOPMENT I, LLC, a Texas limited liability company, BHHC CHRISTIAN DEVELOPMENT II, LLC, a Texas limited liability company, BHHC CHRISTIAN DEVELOPMENT III, LLC, a Texas limited liability company, SANCTUARY SALADO, LLC, a Texas limited liability company, and SANCTUARY SALADO INVESTMENT II, LLC, a Texas limited liability company (the "Petitioners"), the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal, within the corporate limits of the Village, submitted and filed with the City Secretary of the Village (the "City Secretary") a petition (the "Petition") requesting the establishment of a public improvement district over property located within the Village; and

WHEREAS, the Petition requested the creation of the Sanctuary Public Improvement District (the "District"), which District is located within the corporate limits of the Village and more particularly described by metes and bounds in **Exhibit A** and

depicted in **Exhibit B** (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the Board of Aldermen of the Village (the "Village Board") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in a newspaper of general circulation in the Village and mailing notice of the hearing to owners of property subject to assessment under the proposed District, all as required by and in conformity with the Act, the Village Board conducted a public hearing on the advisability of the improvements and services on February 2, 2023.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. The Petition submitted to Salado by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the Village Board, after considering the Petition and the evidence and testimony presented at the public hearing on February 2, 2023, hereby finds and declares:

(a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of Salado and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements (collectively, the "Authorized Improvements") are: (i) the establishment of parks and open space, together with the design and construction of any ancillary structures, features, or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater, and drainage facilities; (iv) acquisition, construction, and improvement of streets, roadways, rights-of-way, and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering, and operating the District.

(c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs.** The estimated total costs of the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District, is \$7,410,000.00, which costs shall be paid by assessment of the property owners within the proposed District and, if issued, the bonds. The developer of the Property (the "Developer") will be obligated for the costs of certain specified Authorized Improvements within the District. The Village will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on real property within the District. The Village and the Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. No municipal property in the District shall be assessed. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

(d) **Boundaries of the District.** The District shall include approximately 106.47 acres within the Village limits, as more properly described by metes and bounds in **Exhibit A** attached hereto, and as more particularly depicted in **Exhibit B** attached hereto.

(e) **Proposed Method of Assessment.** An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, the service and assessment plan will show the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

(f) **Management of the District.** The District shall be managed by the Village, with the assistance of a consultant, who shall, from time to time, advise the Village regarding certain operations of the District.

SECTION 4. The Sanctuary Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the Village Board as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as

described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. The District can be terminated as provided by law or as provided in that certain Petition for the Dissolution of Sanctuary Public Improvement District dated January 25, 2023 (the "Dissolution Petition"), which is attached hereto as **Exhibit C**. Pursuant to Sections 372.011 and 372.005(b) of the Act, the Dissolution Petition is signed by the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal. Subject to the last sentence of this Section 5, the power of the Village to continue to levy and collect assessments within the District pursuant to the Act will cease, and the District will be dissolved, following the date that the Dissolution Petition is filed with the City Secretary of the Village of Salado and a public hearing has been held by the Village Board as described in Section 372.011 of the Act, or as otherwise provided in the Dissolution Petition. If the District is dissolved, the District shall remain in effect for the purpose of meeting obligations of indebtedness.

SECTION 6. The City Secretary is hereby authorized and directed to cause a copy of this Resolution authorizing the District to be recorded in the real property records of Bell County no later than the seventh day after the Village Board passes and approves this Resolution. Effective upon the passage of such Resolution, such authorization shall take effect and the District shall be established.

SECTION 7. This Resolution shall take effect immediately from and after its passage as required by law.

[*The remainder of this page intentionally left blank.*]

**PASSED & APPROVED by the VILLAGE BOARD of the VILLAGE OF SALADO on
the 2nd day of February, 2023.**

MICHAEL COGGIN
MAYOR
VILLAGE OF SALADO

Attest:

CARA MCPARTLAND
CITY SECRETARY
VILLAGE OF SALADO

[VILLAGE SEAL]

Resolution _____ - Page 7 of 4

EXHIBIT A
PROPERTY METES AND BOUNDS

(See attached.)



FIELD NOTES
FOR

A 49.43 ACRE TRACT OF LAND SITUATED IN THE H.W. HURD SURVEY, ABSTRACT NO. 398 AND THE E.A. PITTS SURVEY, ABSTRACT NO. 651 IN BELL COUNTY, TEXAS. BEING ALL OF: LOTS 1-4 OF "THE SALADO VILLAGE AT EIGHT LAKES SUBDIVISION, LOTS ONE, TWO, THREE AND FOUR", RECORDED IN CABINET D, SLIDE 350D, LOTS 1 AND 2, "LINDA VENTURA SUBDIVISION", RECORDED IN CABINET A, SLIDE 236A, A CALLED 3.61 ACRE TRACT CONVEYED TO BILLIE HANKS, JR., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013019338 AND THE TRACTS CALLED TO BE: 11.967 ACRES, 0.541 ACRES, 20.36 ACRES AND TWO TRACTS OF 0.44 ACRES EACH, CONVEYED TO BOB HOWERTON, ET AL, TRUSTEES BY INSTRUMENT RECORDED IN VOLUME 5719, PAGE 37 AND A PORTION OF A CALLED 10.377 ACRE TRACT CONVEYED TO BOB HOWERTON, ET AL, TRUSTEES BY INSTRUMENT RECORDED IN VOLUME 5719, PAGE 37, ALL BEING OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS. SAID 49.43 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with cap stamped "CDS-Muery" found on a point in the north right-of-way of Farm to Market Road 2268 (100' right-of-way width), said point being the southwest corner of a called 2.980 acre tract of land conveyed to Michael Humphries et al, Trustees, recorded in Document No. 2017049133 of said Official public records, same being the southeast corner of said 20.36-acre tract, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE with the north right-of-way line of said Farm to Market Road 2268, same being the south boundary line of said 20.36-acre tract, the following five (5) courses and distances:

1. **N 73°29'25" W** for a distance of **554.91 feet** to a TXDOT Type III monument found on an angle point hereof,
2. **N 75°10'55" W** for a distance of **6.54 feet** to a TXDOT Type I monument found on an angle point hereof,
3. **N 51°22'30" W** for a distance of **349.96 feet** to a TXDOT Type III monument found on an angle point hereof,
4. **N 23°23'45" W** for a distance of **184.08 feet** to a 5/8" iron rod found on an angle point hereof, and

5. **N 10°52'45" E** for a distance of **183.97 feet** to a TXDOT Type III monument found on a point being the westernmost northwest corner of said 20.36-acre tract, same being the southwest corner of the Remnant Portion of said 10.377-acre tract for an angle point hereof;

THENCE with the easterly right-of-way line of said farm to Market Road, same being the westerly boundary line of the Remnant Portion of said 10.377-acre tract, **N 27°27'25" E** for a distance of **88.32 feet** to a TXDOT Type III monument found on a point being the southwest corner of said "The Salado Village at Eight Lakes", same being the westernmost northwest corner of the Remnant Portion of said 10.377-acre tract, for an angle point hereof;

THENCE continuing with the easterly right-of-way line of said Farm to Market Road 2268, same being the west boundary line of said "The Salado Village at Eight Lakes", the following three (3) courses and distances:

1. **N 23°14'00" E** for a distance of **347.54 feet** to an iron rod with cap stamped "RCS" found on an angle point hereof,
2. **N 10°36'30" E** for a distance of **350.23 feet**, to a TXDOT Type III monument found on an angle point hereof, and
3. **N 00°36'15" E** for a distance of **99.67 feet** to a ½" iron rod found on a point being the southwest corner of "Stone Creek at College Hill", a subdivision according to the plat recorded in Cabinet C, Slide 204A of said Official Public Records, same being the northwest corner of said "The Salado Village at Eight Lakes", for the westernmost northwest corner hereof:

THENCE departing the easterly right-of-way line of said Farm to Market Road 2268, with the north boundary line of "The Salado Village at Eight Lakes", same being the south boundary line of said "Stone Creek at College Hill", **S 74°12'00" E** for a distance of **287.78 feet** to a ½" iron rod found on a point being the southwest corner of a called 2.07 acre tract of land conveyed to Lyle G. Radebaugh and Nancy A. Radebaugh by instrument recorded in Volume 3030, Page 576 of said Official Public Records, same being the southeast corner of said "Stone Creek at College Hill", for an angle point hereof;

THENCE continuing with the south boundary line of said 2.07-acre tract, same being, in part, the north boundary line of said "The Salado Village at Eight Lakes" and in part, the north boundary line of said 10.377-acre tract, **S 74°08'45" E** for a distance of **326.07 feet** to an axle set vertically, found on a point in the west boundary line of said 20.36-acre tract, said point being the southeast corner of said 2.07-acre tract, same being the northeast corner of said 10.377-acre tract, for an ell corner hereof;

THENCE with, in part, the west boundary of said 20.36-acre tract and, in part, the west boundary line of said 0.541-acre tract, same being, in part, the east boundary line of said 2.07-acre tract and, in part, the east right-of-way line of College Hill Drive, **N 17°34'40" E** for a distance of **323.38 feet** to a 1" iron pipe found on a point being the southwest corner of said 3.61-acre tract, same being the northwest corner of said 0.541-acre tract, for an angle point hereof;

THENCE with the east right-of-way line of said College Hill Drive, same being the west boundary line of said 3.61-acre tract, **N 16°18'45" E** for a distance of **408.80 feet** to a 1 iron rod with cap stamped "RCS-INC" found on a point being the southwest corner of a called 0.97 acre tract of land conveyed to Super X, LLC-Series III by instrument recorded in Document No. 2020008576 of said Official Public Records, same being the northwest corner of said 3.61-acre tract for an angle point hereof;

THENCE with the south boundary line of said 0.97-acre tract, same being the north boundary line of said 3.61-acre tract, **S 71°50'45" E** for a distance of **394.66 feet** to a ½" iron rod found on a point in the west boundary line of said 11.967-acre tract said point being the southeast corner of said 0.97-acre tract, same being the northeast corner of said 3.61-acre tract , for an angle point hereof;

THENCE with the west boundary line of said 11.967-acre tract, same being, in part, the east boundary of said 0.97-acre tract, in part, the east boundary line of a called 1.92 acre tract of land conveyed to Super X, LLC-Series III by instrument recorded in Document No. 2020008576 of said Official Public Records and, in part, the east boundary line of a called 2.897 acre tract of land conveyed to Elwood Sutton by instrument recorded in Volume 1498, Page 826 of said Official Public Records, the following two (2) courses and distances:

1. **N 16°35'50" E** for a distance of 46.86 feet to an iron rod found with a capo stamped "RPLS-1817" on an angle point hereof, and
2. **N 16°40'20" E** for a distance of **388.86 feet** to a ¾" iron pipe found on a point being the southwest corner of said 0.44-acre tracts, for an angle point hereof;

THENCE with the east boundary line of said 2.897-acre tract, same being the west boundary lines of said 0.44-acre tracts, **N 17°09'05" E** for a distance of **130.08 feet** to a ½" iron rod found on a point being the southwest corner of "Lynn Haven Subdivision", a subdivision according to the plat recorded in Cabinet A, Slide 233A of said Official Public Records, same being the northwest corner of said 0.44-acre tracts, for the northernmost northwest corner hereof;

THENCE with the south boundary line of said "Lynn Haven Subdivision", same being the north boundary line of said 0.44-acre tracts, **S 73°17'05" E** for a distance of **293.96 feet** to a ½" iron rod

found on a point being the northwest corner of Lot 1 of said "Linda Ventura Subdivision", same being the northeast corner of said 0.44-acre tracts, for an angle point hereof;

THENCE with the south boundary line of said "Lynn Haven Subdivision", same being the north boundary line of said "Linda Ventura Subdivision", **S 74°19'35" E** for a distance of **118.01 feet** to a $\frac{3}{4}$ " iron pipe found on a point in the west right-of-way line of Baines Street, said point being the southeast corner of said "Lynn Haven Subdivision" same being the northeast corner of said "Linda Ventana Subdivision", for the northeast corner hereof;

THENCE with the west right-of-way line of said Baines Street, same being the east boundary line of said "Linda Ventura Subdivision", **S 28°50'25" E** for a distance of **149.48 feet** to a 1" iron pipe found on a point in the north right-of-way line of Santa Maria Road, said point being the easternmost corner of said "Linda Ventura Subdivision", for an angle point hereof;

THENCE departing the west right-of-way line of said Baines Street with the north right-of-way line of said Santa Maria Road, same being the south boundary line of said "Linda Ventura Subdivision", the following three (3) courses and distances:

1. **S 61°09'35" W** for a distance of **27.09 feet** to a $\frac{3}{4}$ " iron pipe found on a point of non-curvature hereof,
2. With the arc of a curve to the right, said curve having a radius of **89.42 feet**, a central angle of **45°34'37"**, a chord bearing and distance of **S 83°35'45" W, 69.27 feet**, for an arc length of **71.13 feet** to a $\frac{3}{4}$ " iron pipe found on a point of non-tangency hereof, and
3. **N 73°40'25" W** for a distance of **140.99 feet** to a $\frac{3}{4}$ " iron pipe found on a point in the east boundary line of said 11.967-acre tract, said point being the southwest corner of said "Linda Ventura Subdivision", for an ell corner hereof;

THENCE with the west right-of-way line of said Santa Maria Road, same being the east boundary line of said 11.967-acre tract, the following seven (7) courses and distances;

1. **S 03°45'23" E** for a distance of **63.81 feet** to a $\frac{3}{4}$ " iron pipe found, for an angle point hereof,
2. **S 07°12'15" W** for a distance of **92.07 feet** to a $\frac{3}{4}$ " iron pipe found, for a point of non-tangent curvature hereof,
3. With the arc of a curve to the left, said curve having a radius of **1005.33 feet**, a central angle of **10°29'31"**, a chord bearing and distance of **S 01°52'50" W, 183.84 feet**, for an

arc length of **184.10 feet** to a $\frac{3}{4}$ " iron pipe found, for a point of non-tangent curvature hereof,

4. With the arc of a curve to the left, said curve having a radius of **1797.37 feet**, a central angle of **03°54'15"**, a chord bearing and distance of **S 05°19'45" E, 122.45 feet**, for an arc length of **122.47 feet** to a $\frac{3}{4}$ " iron pipe found, for a point of non-tangency hereof,
5. **S 07°12'50" E** for a distance of **158.10 feet** to a $\frac{3}{4}$ " iron pipe found, for a point of non-tangent curvature hereof,
6. With the arc of a curve to the left, said curve having a radius of **1248.31 feet**, a central angle of **06°32'22"**, a chord bearing and distance of **S 10°34'35" E, 142.40 feet**, for an arc length of **142.48 feet** to a $\frac{3}{4}$ " iron pipe found, for a point of non-tangency hereof, and
7. **S 13°54'55" E** for a distance of **319.63 feet** to a $\frac{1}{2}$ " iron rod found on a point in the north right-of-way line of San Juan Road, said point being the easternmost corner of said 11.967-acre tract, for the easternmost corner hereof;

THENCE with the north right-of-way line of said San Juan Road, same being the southeast boundary line of said 11.967-acre tract, the following six (6) courses and distances:

1. **S 84°44'05" W** for a distance of **33.37 feet** to an iron rod with cap stamped "RPLS-1817", for a point of non-tangent curvature hereof,
2. With the arc of a curve to the right, said curve having a radius of **189.55 feet**, a central angle of **36°07'28"**, a chord bearing and distance of **N 88°39'05" W, 117.54 feet**, for an arc length of **119.51 feet** to an iron rod with cap stamped "RPLS-1817", for a point of non-tangency hereof,
3. **N 70°44'45" W** for a distance of **183.63 feet** to a 1" iron pipe found, for a point of non-tangent curvature hereof,
4. With the arc of a curve to the left, said curve having a radius of **260.48 feet**, a central angle of **41°49'53"**, a chord bearing and distance of **S 88°37'30" W, 185.98 feet**, for an arc length of **190.18 feet** to a $\frac{3}{4}$ " iron pipe found, for a point of non-tangency hereof
5. **S 70°35'45" W** for a distance of **97.03 feet** to a $\frac{3}{4}$ " iron pipe found, for a point of non-tangent curvature hereof, and
6. With the arc of a curve to the left, said curve having a radius of **92.49 feet**, a central angle of **20°01'27"**, a chord bearing and distance of **S 57°13'30" W, 32.16 feet**, for an arc length

of **32.32 feet** to a $\frac{3}{4}$ " iron pipe found on a point being the easternmost corner of a called 0.222 acre tract of land conveyed to Richard Thomas and Linda Thomas by instrument recorded in Volume 3053, Page 1 of said Official Public Records, for a point of non-tangency hereof;

THENCE departing the west right-of-way line of said San Juan Road, with the north boundary line of said 0.222-acre tract, same being the southeasterly boundary line of said 11.967-acre tract, **S 83°46'50" W** for a distance of **109.27 feet** to a $\frac{3}{4}$ " iron pipe found on a point in the east boundary line of said 20.6-acre tract, said point being the northwest corner of said 0.222-acre tract, same being the southwest corner of said 11.967-acre tract, for an angle point hereof;

THENCE with the east boundary line of said 20.36-acre tract with, in part the west boundary lines of said 0.222-acre tract and, in part, the west boundary line of a called 0.65 acre tract of land conveyed to Richard Thomas and Linda Thomas by instrument recorded in Volume 2858, Page 67 of said Official Public Records and, in part, the west boundary line of "Linda Ventura 1st Extension and Revision of Blocks 3 & 4 of Linda Ventura", a subdivision according to the plat recorded in Cabinet A, Slide 236C of said Official Public Records and, in part, the west boundary line of the aforementioned 2.980-acre Humphries tract, the following two (2) courses and distances:

1. **S 17°20'13" W** for a distance of **669.34 feet** to an iron rod with cap stamped "RCS-Inc" found for an angle point hereof, and
2. **S 15°15'00" W** for a distance of **601.27 feet** to the **POINT OF BEGINNING** and containing 49.43 acres in Bell County, Texas. said tract being described in accordance with an exhibit prepared under Job No. 50774-04 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 21, 2020
JOB No.: 50774-04
DOC.ID.: H:\Survey\CIVIL\50774-04\Word\FN50774-04 49.43ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





FIELD NOTES
FOR

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", 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, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a TXDOT Type II monument found on a point in the east right-of-way line of Interstate Highway 35 (variable with right-of-way), said point being the northwest corner of a called 27.500-acre tract of land conveyed to J.T. Carothers Holdings, LLC by instrument recorded in Document No. 201800003318 of said Official Public Records, same being the southeast corner of said 21.343-acre tract, for the southwest corner and **POINT OF BEGINNING** hereof:

THENCE with the east right-of-way line of said Interstate Highway 35, same being the west boundary line of said 21.343-acre tract, **N 15°36'03" E** for a distance of **32.73 feet** to an iron rod with cap stamped "Matkin-Hoover" found on a point being the southwest corner of said 5.846-acre tract, same being the westernmost northwest corner of said 21.343-acre tract, for an angle point hereof;

THENCE with the east right-of-way line of said Interstate Highway 35, same being the west boundary line of said 5.846-acre tract, **N 15°21'53" E** for a distance of **731.03 feet** to a 5/8" iron rod found on a point in the south boundary line of Lot 1B of "Replat of Cowboy Code" a subdivision according to the plat recorded in Cabinet D, Slide 397B of said Official Public Records, said point being the northwest corner of said 5.846-acre tract for an angle point hereof;

THENCE with the south boundary line of said "Replat of Cowboy Code", same being the north boundary line of said 5.846-acre tract, **S 73°23'39" E** for a distance of **311.76 feet** to a 1/2" iron rod found on a point being the southeast corner of said "Replat of Cowboy Code", same being the southwest corner of said 26.674-acre tract, for an ell corner hereof;

THENCE departing the north boundary line of said 21.343-acre tract, with the east boundary line of said "Replat of Cowboy Code", same being the west boundary line of said 26.674-acre tract **N 15°14'18" E** for a distance of **866.82 feet** to an iron rod with cap stamped "Marples" found on

TBPE Firm Registration #4701 TBPLS Firm Registration #10028801

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a point being the southwest corner of said "Lot 1, Pipes Place", same being the southeast corner of Lot 1A of said "Salado Wildfire Replat", also being the northeast corner of said "Replat of Cowboy Code", for an angle point hereof;

THENCE with the west boundary line of said "Lot 1, Pipes Place", same being the east boundary line of Lot 1A of said "Salado Wildfire Replat", **N 14°25'41" E** for a distance of **104.84 feet** to an iron rod with cap stamped "Matkin-Hoover" found on a point being the southeast corner of Lot 1B of said "Salado Wildfire Replat", same being the northeast corner of Lot 1A of said "Salado Wildfire Replat", for an ell corner hereof;

THENCE with the south boundary line Lot 1B of said "Salado Wildfire Replat", same being the north boundary line of Lot 1A of said "Salado Wildfire Replat", **N 73°18'42" W** for a distance of **385.67 feet** to an iron rod with cap stamped "Matkin-Hoover" found on a point in the east right-of-way line of said Interstate Highway 35, said point being the southwest corner of Lot 1B of said "Salado Wildfire Replat", same being the northwest corner of Lot 1A of said "Salado Wildfire Replat" for an angle point hereof:

THENCE with the east right-of-way of said Interstate Highway 35, same being the west boundary line of said "Salado Wildfire replat, the following three (3) courses and distances:

1. **N 27°34'08" E** for a distance of **128.66 feet** to a TXDOT Type III monument found, for an angle point hereof,
2. **THENCE N 67°50'30" E** for a distance of **176.80 feet** to an iron rod with cap stamped "Matkin-Hoover" found, for a point of non-tangent curvature hereof, and
3. With the arc of a curve to the right, said curve having a radius of **1945.09 feet**, a central angle of **04°17'19"**, a chord bearing and distance of **S 86°07'59" E, 145.56 feet**, for an arc length of **145.59 feet** to an iron rod with cap stamped "Matkin-Hoover" found on a point in the south right-of-way of Farm to Market Road 2268 (100' wide right-of-way), for a point of non-tangency hereof;

THENCE with the south right-of-way line of said Farm to Market 2268, same being, in part, the north boundary line of said "Salado Wildfire Replat" and, in part, the north boundary line of said "Lot 1, Pipes Place", **S 73°26'35" E** for a distance of **211.03 feet** to an iron rod with cap stamped "Matkin-Hoover" found on a point being the northwest corner of said 26.674-acre tract, same being the northeast corner of said "Lot 1, Pipes Place", for an angle point hereof;

THENCE with the south right-of-way line of said Farm to Market 2268, same being the north boundary line of said 26.674-acre tract **S 73°27'02" E** for a distance of **584.57 feet** to a 1/2" iron rod found on a point being the northwest corner of a called 8.000 acre tract of land conveyed to the Diocese of Austin, by instrument recorded in Volume 2603, Page 443 of said Official Public

Records, same being the northernmost northeast corner of said 26.674-acre tract, for the northeast corner hereof;

THENCE departing the south right-of-way line of said Farm to Market Road 2268, with the west boundary line of said 8.000-acre tract, same being the east boundary line of said 26.674-acre tract, **S 16°23'44" W** for a distance of **630.15 feet** to a ½" iron rod found on a point being the southwest corner of said 8.000-acre tract, same being an ell corner of said 26.674-acre tract, for an ell corner hereof;

THENCE with the south boundary line of said 8.000-acre tract, same being the north boundary line of said 26.674-acre tract **S 73°18'32" E** for a distance of **552.52 feet** to a ½" iron rod found on a point in the west boundary line of "Oxford Drive Subdivision" a subdivision according to the plat recorded in Volume 1647, Page 391 of said Official Public Records, for the easternmost northeast corner hereof;

THENCE with the east boundary line of said 26.674-acre tract, same being, in part, the west boundary line of said "Oxford Drive Subdivision" and, in part, the west boundary line of a called 93.941-acre tract of land conveyed to J.T. Carothers Holdings, LLC, by instrument recorded in Document No. 201800003316 of said Official Public Records, **S 16°25'41" W** for a distance of **612.05 feet** to a ½" iron rod found on a point being the south east corner of said 26.674-acre tract, same being the northeast corner of said 21.343-acre tract, for an angle point hereof;

THENCE continuing with the west boundary line of said 93.941-acre tract, same being the east boundary line of said 21.343-acre tract, **S 16°25'23" W** for a distance of **764.13 feet** to a ½" iron rod found on a point being the northeast corner of said 27.500-acre tract, same being the southeast corner of said 21.343-acre tract, for the southeast corner hereof:

THENCE with the north boundary line of said 27.500-acre tract, same being the south boundary line of said 21.343-acre tract, **N 73°19'38" W** for a distance of **1544.09 feet** to the **POINT OF BEGINNING** and containing 57.04 acres of land in Bell County, Texas. said tract being described in accordance with an exhibit prepared under Job No. 50774-03 by Pape-Dawson Engineers, Inc.

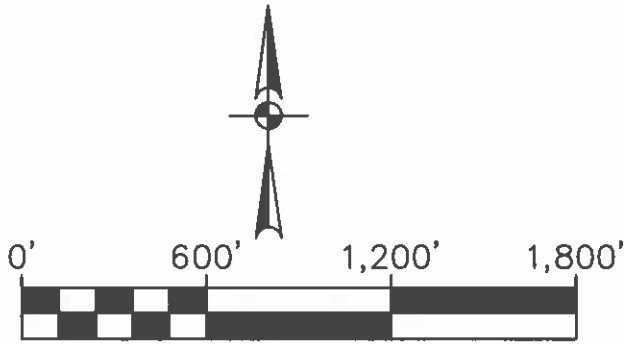
PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 24, 2020
JOB No.: 50774-04
DOC.ID.: H:\Survey\CIVIL\50774-03\Word\FN50774-03 57.04ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



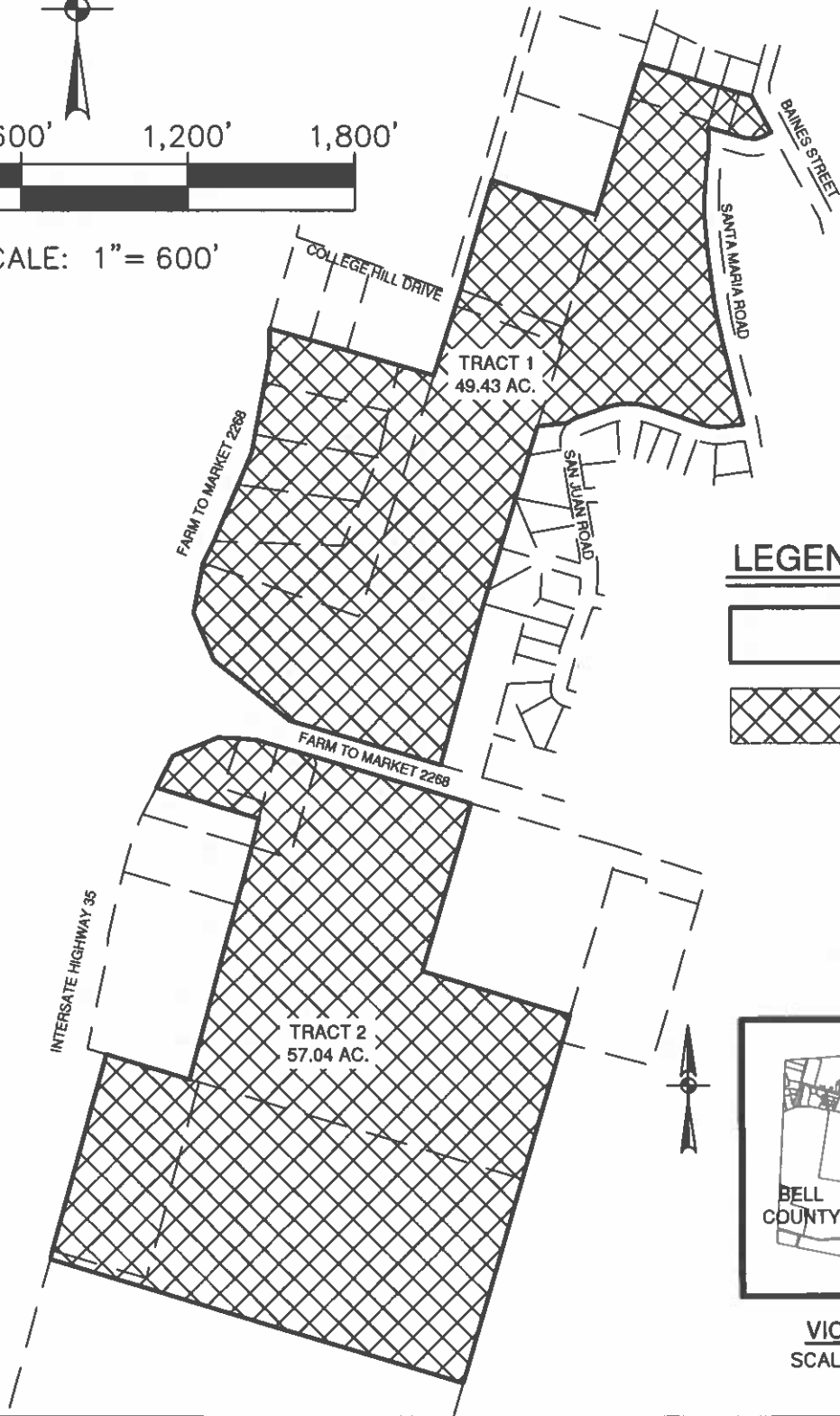
08/24/2020

EXHIBIT B
PROPERTY DEPICTION



(See attached.)

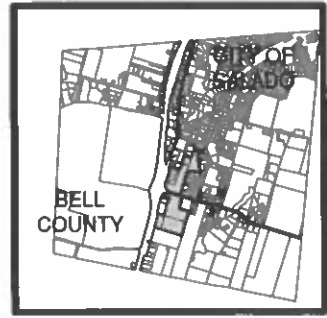


SCALE: 1" = 600'



LEGEND

-  PID BOUNDARY
-  PID DISTRICT



VICINITY MAP
SCALE 1" = 10,000'

Date: Jan 11, 2023, 11:34am User ID: gmsv
 File: H:\Projects\50774\DWG\301 Construction Documents\Exhibits\20230111_North_South_Lots.dwg

JOB NO.	50774-00
DATE	JAN. 2023
DESIGNER	GDM
CHECKED	DRAWN GDM
SHEET	1 of 1

SANCTUARY PUBLIC IMPROVEMENT DISTRICT
SALADO, TEXAS
PID EXHIBIT



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT C
DISSOLUTION PETITION

(See attached.)

PETITION FOR THE DISSOLUTION OF
SANCTUARY PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND BOARD OF ALDERMEN OF THE VILLAGE OF
SALADO, TEXAS:

BILLIE HANKS, JR., an individual, HANKS-CABINESS CHRISTIAN TRUST, BHHC CHRISTIAN DEVELOPMENT, LLC, a Texas limited liability company, BHHC CHRISTIAN DEVELOPMENT I, LLC, a Texas limited liability company, BHHC CHRISTIAN DEVELOPMENT II, LLC, a Texas limited liability company, BHHC CHRISTIAN DEVELOPMENT III, LLC, a Texas limited liability company, SANCTUARY SALADO, LLC, a Texas limited liability company, and SANCTUARY SALADO INVESTMENTS II, LLC, a Texas limited liability company (collectively, the “**Owner**”) owns the property described on Exhibit A (the “**Property**”). The Owner submitted and filed with the Village Administrator of the Village of Salado, Texas (the “**Village**”) a “Petition for the Creation of a Public Improvement District Within the Village of Salado, Texas” (the “**PID Creation Petition**”) requesting the creation of a public improvement district (the “**District**”) over approximately 106.47 acres of land located in Bell County, Texas and more particularly described in the PID Creation Petition.

This petition (this “**Dissolution Petition**”), as authorized by Chapter 372 of the Texas Local Government Code (the “**Act**”), may be used by Owner to petition the Village to dissolve the District if the Village does not levy special assessments on property located within the District within five (5) years after the date the District is created.

In the event the Village does not levy special assessments on property located within the District within five (5) years after the date the District is created, the Owner, pursuant to Section 372.011 of the Act, hereby respectfully petitions the Village to dissolve the District after conducting a hearing that meets the requirements of Section 372.009 of the Act. Pursuant to Section 372.011 of the Act, the District shall remain in effect for the purpose of meeting obligations of indebtedness for improvements.

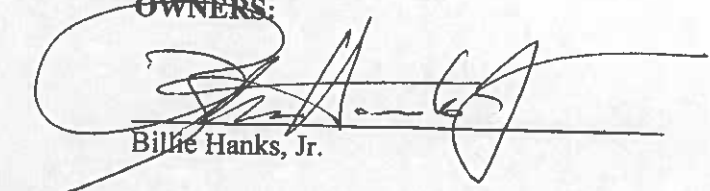
This Dissolution Petition has been signed by (1) the owners (as of the date of this Dissolution Petition) of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners (as of the date of this Dissolution Petition) of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

Exhibits referenced in this Dissolution Petition are attached hereto and made a part hereof for all purposes.

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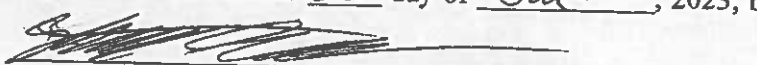
RESPECTFULLY SUBMITTED, on this the 25 day of January, 2023.

OWNERS:

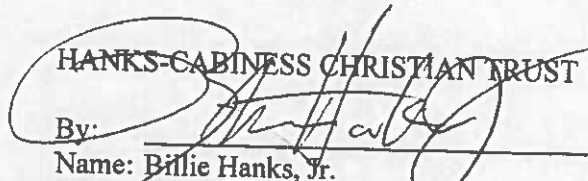

Billie Hanks, Jr.

~~STATE OF TEXAS~~ North Carolina
COUNTY OF Transylvania

This instrument was acknowledged before me on the 25 day of Jan., 2023, by Billie Hanks, Jr, an individual.



Notary Public, State of ~~Texas~~ North Carolina

Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

HANKS-CABINESS CHRISTIAN TRUST
By: 
Name: Billie Hanks, Jr.
Title: Trustee

~~STATE OF TEXAS~~ North Carolina
COUNTY OF Transylvania

This instrument was acknowledged before me on the 25 day of Jan., 2023, by Billie Hanks, Jr., Trustee of Hanks-Cabiness Christian Trust, on behalf of said trust.


Notary Public, State of ~~Texas~~ North Carolina

Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

[Signatures continue on the following page.]


Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

BHHC CHRISTIAN DEVELOPMENT,
LLC, a Texas limited liability company

By: 
Name: Billie Hanks, Jr.
Title: Manager

STATE OF ~~TEXAS~~ North Carolina §
COUNTY OF ~~Transylvania~~ §
Transylvania §

This instrument was acknowledged before me on the 25 day of Jan., 2023, by Billie Hanks, Jr., Manager of BHHC Christian Development, LLC, a Texas limited liability company, on behalf of said company.

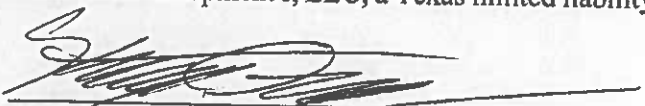

Notary Public, State of ~~Texas~~ North Carolina

BHHC CHRISTIAN DEVELOPMENT I,
LLC, a Texas limited liability company

By: 
Name: Billie Hanks, Jr.
Title: Manager

STATE OF ~~TEXAS~~ North Carolina §
COUNTY OF ~~Transylvania~~ §
Transylvania §

This instrument was acknowledged before me on the 25 day of Jan., 2023, by Billie Hanks, Jr., Manager of BHHC Christian Development I, LLC, a Texas limited liability company, on behalf of said company.


Notary Public, State of ~~Texas~~ North Carolina

Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

[Signatures continue on the following page.]

BHHC CHRISTIAN DEVELOPMENT II,
LLC, a Texas limited liability company

By: [Signature]
Name: Billie Hanks, Jr.
Title: Manager

~~STATE OF TEXAS~~ North Carolina
~~COUNTY OF TRANSVALEN~~ Transylvania

This instrument was acknowledged before me on the 25 day of Jan, 2023, by Billie Hanks, Jr., Manager of BHHC Christian Development II, LLC, a Texas limited liability company, on behalf of said company.

Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

[Signature]
Notary Public, State of ~~Texas~~ North Carolina

BHHC CHRISTIAN DEVELOPMENT III,
LLC, a Texas limited liability company

By: [Signature]
Name: Billie Hanks, Jr.
Title: Manager

~~STATE OF TEXAS~~ North Carolina
~~COUNTY OF TRANSVALEN~~ Transylvania

This instrument was acknowledged before me on the 25 day of Jan, 2023, by Billie Hanks, Jr., Manager of BHHC Christian Development III, LLC, a Texas limited liability company, on behalf of said company.

Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

[Signature]
Notary Public, State of ~~Texas~~ North Carolina

[Signatures continue on the following page.]

SANCTUARY SALADO, LLC, a Texas limited liability company

By: [Signature]
Name: Billie Hanks, Jr.
Title: Manager

STATE OF ~~TEXAS~~ North Carolina
COUNTY OF ~~Transylvania~~ Transylvania

This instrument was acknowledged before me on the 25 day of Jan, 2023, by Billie Hanks, Jr., Manager of Sanctuary Salado, LLC, a Texas limited liability company, on behalf of said company.

Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

[Signature]
Notary Public, State of ~~Texas~~ North Carolina

SANCTUARY SALADO INVESTMENT II, LLC, a Texas limited liability company

By: [Signature]
Name: Billie Hanks, Jr.
Title: Manager

STATE OF ~~TEXAS~~ North Carolina
COUNTY OF ~~Transylvania~~ Transylvania

This instrument was acknowledged before me on the 25 day of Jan, 2023, by Billie Hanks, Jr., Manager of Sanctuary Salado Investment II, LLC, a Texas limited liability company, on behalf of said company.

Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

[Signature]
Notary Public, State of ~~Texas~~ North Carolina

Exhibit A

The Property

[See attached]



FIELD NOTES
FOR

A 49.43 ACRE TRACT OF LAND SITUATED IN THE H.W. HURD SURVEY, ABSTRACT NO. 398 AND THE E.A. PITTS SURVEY, ABSTRACT NO. 651 IN BELL COUNTY, TEXAS. BEING ALL OF: LOTS 1-4 OF "THE SALADO VILLAGE AT EIGHT LAKES SUBDIVISION, LOTS ONE, TWO, THREE AND FOUR", RECORDED IN CABINET D, SLIDE 350D, LOTS 1 AND 2, "LINDA VENTURA SUBDIVISION", RECORDED IN CABINET A, SLIDE 236A, A CALLED 3.61 ACRE TRACT CONVEYED TO BILLIE HANKS, JR., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013019338 AND THE TRACTS CALLED TO BE: 11.967 ACRES, 0.541 ACRES, 20.36 ACRES AND TWO TRACTS OF 0.44 ACRES EACH, CONVEYED TO BOB HOWERTON, ET AL, TRUSTEES BY INSTRUMENT RECORDED IN VOLUME 5719, PAGE 37 AND A PORTION OF A CALLED 10.377 ACRE TRACT CONVEYED TO BOB HOWERTON, ET AL, TRUSTEES BY INSTRUMENT RECORDED IN VOLUME 5719, PAGE 37, ALL BEING OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS. SAID 49.43 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with cap stamped "CDS-Muery" found on a point in the north right-of-way of Farm to Market Road 2268 (100' right-of-way width), said point being the southwest corner of a called 2.980 acre tract of land conveyed to Michael Humphries et al, Trustees, recorded in Document No. 2017049133 of said Official public records, same being the southeast corner of said 20.36-acre tract, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE with the north right-of-way line of said Farm to Market Road 2268, same being the south boundary line of said 20.36-acre tract, the following five (5) courses and distances:

1. **N 73°29'25" W** for a distance of **554.91 feet** to a TXDOT Type III monument found on an angle point hereof,
2. **N 75°10'55" W** for a distance of **6.54 feet** to a TXDOT Type I monument found on an angle point hereof,
3. **N 51°22'30" W** for a distance of **349.96 feet** to a TXDOT Type III monument found on an angle point hereof,
4. **N 23°23'45" W** for a distance of **184.08 feet** to a 5/8" iron rod found on an angle point hereof, and

5. **N 10°52'45" E** for a distance of **183.97 feet** to a TXDOT Type III monument found on a point being the westernmost northwest corner of said 20.36-acre tract, same being the southwest corner of the Remnant Portion of said 10.377-acre tract for an angle point hereof;

THENCE with the easterly right-of-way line of said farm to Market Road, same being the westerly boundary line of the Remnant Portion of said 10.377-acre tract, **N 27°27'25" E** for a distance of **88.32 feet** to a TXDOT Type III monument found on a point being the southwest corner of said "The Salado Village at Eight Lakes", same being the westernmost northwest corner of the Remnant Portion of said 10.377-acre tract, for an angle point hereof;

THENCE continuing with the easterly right-of-way line of said Farm to Market Road 2268, same being the west boundary line of said "The Salado Village at Eight Lakes", the following three (3) courses and distances:

1. **N 23°14'00" E** for a distance of **347.54 feet** to an iron rod with cap stamped "RCS" found on an angle point hereof,
2. **N 10°36'30" E** for a distance of **350.23 feet**, to a TXDOT Type III monument found on an angle point hereof, and
3. **N 00°36'15" E** for a distance of **99.67 feet** to a ½" iron rod found on a point being the southwest corner of "Stone Creek at College Hill", a subdivision according to the plat recorded in Cabinet C, Slide 204A of said Official Public Records, same being the northwest corner of said "The Salado Village at Eight Lakes", for the westernmost northwest corner hereof:

THENCE departing the easterly right-of-way line of said Farm to Market Road 2268, with the north boundary line of "The Salado Village at Eight Lakes", same being the south boundary line of said "Stone Creek at College Hill", **S 74°12'00" E** for a distance of **287.78 feet** to a ½" iron rod found on a point being the southwest corner of a called 2.07 acre tract of land conveyed to Lyle G. Radebaugh and Nancy A. Radebaugh by instrument recorded in Volume 3030, Page 576 of said Official Public Records, same being the southeast corner of said "Stone Creek at College Hill", for an angle point hereof;

THENCE continuing with the south boundary line of said 2.07-acre tract, same being, in part, the north boundary line of said "The Salado Village at Eight Lakes" and in part, the north boundary line of said 10.377-acre tract, **S 74°08'45" E** for a distance of **326.07 feet** to an axle set vertically, found on a point in the west boundary line of said 20.36-acre tract, said point being the southeast corner of said 2.07-acre tract, same being the northeast corner of said 10.377-acre tract, for an ell corner hereof;

THENCE with, in part, the west boundary of said 20.36-acre tract and, in part, the west boundary line of said 0.541-acre tract, same being, in part, the east boundary line of said 2.07-acre tract and, in part, the east right-of-way line of College Hill Drive, **N 17°34'40" E** for a distance of **323.38 feet** to a 1" iron pipe found on a point being the southwest corner of said 3.61-acre tract, same being the northwest corner of said 0.541-acre tract, for an angle point hereof;

THENCE with the east right-of-way line of said College Hill Drive, same being the west boundary line of said 3.61-acre tract, **N 16°18'45" E** for a distance of **408.80 feet** to a 1 iron rod with cap stamped "RCS-INC" found on a point being the southwest corner of a called 0.97 acre tract of land conveyed to Super X, LLC-Series III by instrument recorded in Document No. 2020008576 of said Official Public Records, same being the northwest corner of said 3.61-acre tract for an angle point hereof;

THENCE with the south boundary line of said 0.97-acre tract, same being the north boundary line of said 3.61-acre tract, **S 71°50'45" E** for a distance of **394.66 feet** to a ½" iron rod found on a point in the west boundary line of said 11.967-acre tract said point being the southeast corner of said 0.97-acre tract, same being the northeast corner of said 3.61-acre tract , for an angle point hereof;

THENCE with the west boundary line of said 11.967-acre tract, same being, in part, the east boundary of said 0.97-acre tract, in part, the east boundary line of a called 1.92 acre tract of land conveyed to Super X, LLC-Series III by instrument recorded in Document No. 2020008576 of said Official Public Records and, in part, the east boundary line of a called 2.897 acre tract of land conveyed to Elwood Sutton by instrument recorded in Volume 1498, Page 826 of said Official Public Records, the following two (2) courses and distances:

1. **N 16°35'50" E** for a distance of 46.86 feet to an iron rod found with a capo stamped "RPLS-1817" on an angle point hereof, and
2. **N 16°40'20" E** for a distance of **388.86 feet** to a ¾" iron pipe found on a point being the southwest corner of said 0.44-acre tracts, for an angle point hereof;

THENCE with the east boundary line of said 2.897-acre tract, same being the west boundary lines of said 0.44-acre tracts, **N 17°09'05" E** for a distance of **130.08 feet** to a ½" iron rod found on a point being the southwest corner of "Lynn Haven Subdivision", a subdivision according to the plat recorded in Cabinet A, Slide 233A of said Official Public Records, same being the northwest corner of said 0.44-acre tracts, for the northernmost northwest corner hereof;

THENCE with the south boundary line of said "Lynn Haven Subdivision", same being the north boundary line of said 0.44-acre tracts, **S 73°17'05" E** for a distance of **293.96 feet** to a ½" iron rod

found on a point being the northwest corner of Lot 1 of said "Linda Ventura Subdivision", same being the northeast corner of said 0.44-acre tracts, for an angle point hereof;

THENCE with the south boundary line of said "Lynn Haven Subdivision", same being the north boundary line of said "Linda Ventura Subdivision", **S 74°19'35" E** for a distance of **118.01 feet** to a $\frac{3}{4}$ " iron pipe found on a point in the west right-of-way line of Baines Street, said point being the southeast corner of said "Lynn Haven Subdivision" same being the northeast corner of said "Linda Ventura Subdivision", for the northeast corner hereof;

THENCE with the west right-of-way line of said Baines Street, same being the east boundary line of said "Linda Ventura Subdivision", **S 28°50'25" E** for a distance of **149.48 feet** to a 1" iron pipe found on a point in the north right-of-way line of Santa Maria Road, said point being the easternmost corner of said "Linda Ventura Subdivision", for an angle point hereof;

THENCE departing the west right-of-way line of said Baines Street with the north right-of-way line of said Santa Maria Road, same being the south boundary line of said "Linda Ventura Subdivision", the following three (3) courses and distances:

1. **S 61°09'35" W** for a distance of **27.09 feet** to a $\frac{3}{4}$ " iron pipe found on a point of non-curvature hereof,
2. With the arc of a curve to the right, said curve having a radius of **89.42 feet**, a central angle of **45°34'37"**, a chord bearing and distance of **S 83°35'45" W, 69.27 feet**, for an arc length of **71.13 feet** to a $\frac{3}{4}$ " iron pipe found on a point of non-tangency hereof, and
3. **N 73°40'25" W** for a distance of **140.99 feet** to a $\frac{3}{4}$ " iron pipe found on a point in the east boundary line of said 11.967-acre tract, said point being the southwest corner of said "Linda Ventura Subdivision", for an ell corner hereof;

THENCE with the west right-of-way line of said Santa Maria Road, same being the east boundary line of said 11.967-acre tract, the following seven (7) courses and distances;

1. **S 03°45'23" E** for a distance of **63.81 feet** to a $\frac{3}{4}$ " iron pipe found, for an angle point hereof,
2. **S 07°12'15" W** for a distance of **92.07 feet** to a $\frac{3}{4}$ " iron pipe found, for a point of non-tangent curvature hereof,
3. With the arc of a curve to the left, said curve having a radius of **1005.33 feet**, a central angle of **10°29'31"**, a chord bearing and distance of **S 01°52'50" W, 183.84 feet**, for an

arc length of 184.10 feet to a ¾" iron pipe found, for a point of non-tangent curvature hereof,

4. With the arc of a curve to the left, said curve having a radius of 1797.37 feet, a central angle of 03°54'15", a chord bearing and distance of S 05°19'45" E, 122.45 feet, for an arc length of 122.47 feet to a ¾" iron pipe found, for a point of non-tangency hereof,
5. S 07°12'50" E for a distance of 158.10 feet to a ¾" iron pipe found, for a point of non-tangent curvature hereof,
6. With the arc of a curve to the left, said curve having a radius of 1248.31 feet, a central angle of 06°32'22", a chord bearing and distance of S 10°34'35" E, 142.40 feet, for an arc length of 142.48 feet to a ¾" iron pipe found, for a point of non-tangency hereof, and
7. S 13°54'55" E for a distance of 319.63 feet to a ½" iron rod found on a point in the north right-of-way line of San Juan Road, said point being the easternmost corner of said 11.967-acre tract, for the easternmost corner hereof;

THENCE with the north right-of-way line of said San Juan Road, same being the southeast boundary line of said 11.967-acre tract, the following six (6) courses and distances:

1. S 84°44'05" W for a distance of 33.37 feet to an iron rod with cap stamped "RPLS-1817", for a point of non-tangent curvature hereof,
2. With the arc of a curve to the right, said curve having a radius of 189.55 feet, a central angle of 36°07'28", a chord bearing and distance of N 88°39'05" W, 117.54 feet, for an arc length of 119.51 feet to an iron rod with cap stamped "RPLS-1817", for a point of non-tangency hereof,
3. N 70°44'45" W for a distance of 183.63 feet to a 1" iron pipe found, for a point of non-tangent curvature hereof,
4. With the arc of a curve to the left, said curve having a radius of 260.48 feet, a central angle of 41°49'53", a chord bearing and distance of S 88°37'30" W, 185.98 feet, for an arc length of 190.18 feet to a ¾" iron pipe found, for a point of non-tangency hereof
5. S 70°35'45" W for a distance of 97.03 feet to a ¾" iron pipe found, for a point of non-tangent curvature hereof, and
6. With the arc of a curve to the left, said curve having a radius of 92.49 feet, a central angle of 20°01'27", a chord bearing and distance of S 57°13'30" W, 32.16 feet, for an arc length

of **32.32 feet** to a $\frac{1}{4}$ " iron pipe found on a point being the easternmost corner of a called 0.222 acre tract of land conveyed to Richard Thomas and Linda Thomas by instrument recorded in Volume 3053, Page 1 of said Official Public Records, for a point of non-tangency hereof;

THENCE departing the west right-of-way line of said San Juan Road, with the north boundary line of said 0.222-acre tract, same being the southeasterly boundary line of said 11.967-acre tract, **S 83°46'50" W** for a distance of **109.27 feet** to a $\frac{1}{4}$ " iron pipe found on a point in the east boundary line of said 20.6-acre tract, said point being the northwest corner of said 0.222-acre tract, same being the southwest corner of said 11.967-acre tract, for an angle point hereof;

THENCE with the east boundary line of said 20.36-acre tract with, in part the west boundary lines of said 0.222-acre tract and, in part, the west boundary line of a called 0.65 acre tract of land conveyed to Richard Thomas and Linda Thomas by instrument recorded in Volume 2858, Page 67 of said Official Public Records and, in part, the west boundary line of "Linda Ventura 1st Extension and Revision of Blocks 3 & 4 of Linda Ventura", a subdivision according to the plat recorded in Cabinet A, Slide 236C of said Official Public Records and, in part, the west boundary line of the aforementioned 2.980-acre Humphries tract, the following two (2) courses and distances:

1. **S 17°20'13" W** for a distance of **669.34 feet** to an iron rod with cap stamped "RCS-Inc" found for an angle point hereof, and
2. **S 15°15'00" W** for a distance of **601.27 feet** to the **POINT OF BEGINNING** and containing 49.43 acres in Bell County, Texas. said tract being described in accordance with an exhibit prepared under Job No. 50774-04 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 21, 2020
JOB No.: 50774-04
DOC.ID.: H:\Survey\CIVIL\50774-04\Word\FN50774-04 49.43ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





FIELD NOTES
FOR

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", 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, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a TXDOT Type II monument found on a point in the east right-of-way line of Interstate Highway 35 (variable with right-of-way), said point being the northwest corner of a called 27.500-acre tract of land conveyed to J.T. Carothers Holdings, LLC by instrument recorded in Document No. 201800003318 of said Official Public Records, same being the southeast corner of said 21.343-acre tract, for the southwest corner and **POINT OF BEGINNING** hereof:

THENCE with the east right-of-way line of said Interstate Highway 35, same being the west boundary line of said 21.343-acre tract, **N 15°36'03" E** for a distance of **32.73 feet** to an iron rod with cap stamped "Matkin-Hoover" found on a point being the southwest corner of said 5.846-acre tract, same being the westernmost northwest corner of said 21.343-acre tract, for an angle point hereof;

THENCE with the east right-of-way line of said Interstate Highway 35, same being the west boundary line of said 5.846-acre tract, **N 15°21'53" E** for a distance of **731.03 feet** to a 5/8" iron rod found on a point in the south boundary line of Lot 1B of "Replat of Cowboy Code" a subdivision according to the plat recorded in Cabinet D, Slide 397B of said Official Public Records, said point being the northwest corner of said 5.846-acre tract for an angle point hereof;

THENCE with the south boundary line of said "Replat of Cowboy Code", same being the north boundary line of said 5.846-acre tract, **S 73°23'39" E** for a distance of **311.76 feet** to a 1/2" iron rod found on a point being the southeast corner of said "Replat of Cowboy Code", same being the southwest corner of said 26.674-acre tract, for an ell corner hereof;

THENCE departing the north boundary line of said 21.343-acre tract, with the east boundary line of said "Replat of Cowboy Code", same being the west boundary line of said 26.674-acre tract **N 15°14'18" E** for a distance of **866.82 feet** to an iron rod with cap stamped "Marples" found on

TBPE Firm Registration #4701 TBPLS Firm Registration #10028801

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a point being the southwest corner of said "Lot 1, Pipes Place", same being the southeast corner of Lot 1A of said "Salado Wildfire Replat", also being the northeast corner of said "Replat of Cowboy Code", for an angle point hereof;

THENCE with the west boundary line of said "Lot 1, Pipes Place", same being the east boundary line of Lot 1A of said "Salado Wildfire Replat", **N 14°25'41" E** for a distance of **104.84 feet** to an iron rod with cap stamped "Matkin-Hoover" found on a point being the southeast corner of Lot 1B of said "Salado Wildfire Replat", same being the northeast corner of Lot 1A of said "Salado Wildfire Replat", for an ell corner hereof;

THENCE with the south boundary line Lot 1B of said "Salado Wildfire Replat", same being the north boundary line of Lot 1A of said "Salado Wildfire Replat", **N 73°18'42" W** for a distance of **385.67 feet** to an iron rod with cap stamped "Matkin-Hoover" found on a point in the east right-of-way line of said Interstate Highway 35, said point being the southwest corner of Lot 1B of said "Salado Wildfire Replat", same being the northwest corner of Lot 1A of said "Salado Wildfire Replat" for an angle point hereof:

THENCE with the east right-of-way of said Interstate Highway 35, same being the west boundary line of said "Salado Wildfire replat, the following three (3) courses and distances:

1. **N 27°34'08" E** for a distance of **128.66 feet** to a TXDOT Type III monument found, for an angle point hereof,
2. **THENCE N 67°50'30" E** for a distance of **176.80 feet** to an iron rod with cap stamped "Matkin-Hoover" found, for a point of non-tangent curvature hereof, and
3. With the arc of a curve to the right, said curve having a radius of **1945.09 feet**, a central angle of **04°17'19"**, a chord bearing and distance of **S 86°07'59" E, 145.56 feet**, for an arc length of **145.59 feet** to an iron rod with cap stamped "Matkin-Hoover" found on a point in the south right-of-way of Farm to Market Road 2268 (100' wide right-of-way), for a point of non-tangency hereof;

THENCE with the south right-of-way line of said Farm to Market 2268, same being, in part, the north boundary line of said "Salado Wildfire Replat" and, in part, the north boundary line of said "Lot 1, Pipes Place", **S 73°26'35" E** for a distance of **211.03 feet** to an iron rod with cap stamped "Matkin-Hoover" found on a point being the northwest corner of said 26.674-acre tract, same being the northeast corner of said "Lot 1, Pipes Place", for an angle point hereof;

THENCE with the south right-of-way line of said Farm to Market 2268, same being the north boundary line of said 26.674-acre tract **S 73°27'02" E** for a distance of **584.57 feet** to a 1/2:" iron rod found on a point being the northwest corner of a called 8.000 acre tract of land conveyed to the Diocese of Austin, by instrument recorded in Volume 2603, Page 443 of said Official Public

Records, same being the northernmost northeast corner of said 26.674-acre tract, for the northeast corner hereof;

THENCE departing the south right-of-way line of said Farm to Market Road 2268, with the west boundary line of said 8.000-acre tract, same being the east boundary line of said 26.674-acre tract, **S 16°23'44" W** for a distance of **630.15 feet** to a ½" iron rod found on a point being the southwest corner of said 8.000-acre tract, same being an ell corner of said 26.674-acre tract, for an ell corner hereof;

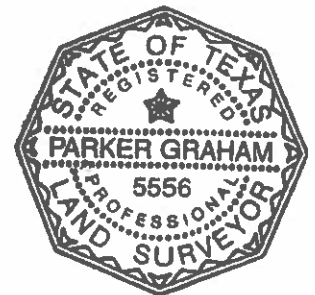
THENCE with the south boundary line of said 8.000-acre tract, same being the north boundary line of said 26.674-acre tract **S 73°18'32" E** for a distance of **552.52 feet** to a ½" iron rod found on a point in the west boundary line of "Oxford Drive Subdivision" a subdivision according to the plat recorded in Volume 1647, Page 391 of said Official Public Records, for the easternmost northeast corner hereof;

THENCE with the east boundary line of said 26.674-acre tract, same being, in part, the west boundary line of said "Oxford Drive Subdivision" and, in part, the west boundary line of a called 93.941-acre tract of land conveyed to J.T. Carothers Holdings, LLC, by instrument recorded in Document No. 201800003316 of said Official Public Records, **S 16°25'41" W** for a distance of **612.05 feet** to a ½" iron rod found on a point being the south east corner of said 26.674-acre tract, same being the northeast corner of said 21.343-acre tract, for an angle point hereof;

THENCE continuing with the west boundary line of said 93.941-acre tract, same being the east boundary line of said 21.343-acre tract, **S 16°25'23" W** for a distance of **764.13 feet** to a ½" iron rod found on a point being the northeast corner of said 27.500-acre tract, same being the southeast corner of said 21.343-acre tract, for the southeast corner hereof:

THENCE with the north boundary line of said 27.500-acre tract, same being the south boundary line of said 21.343-acre tract, **N 73°19'38" W** for a distance of **1544.09 feet** to the **POINT OF BEGINNING** and containing 57.04 acres of land in Bell County, Texas. said tract being described in accordance with an exhibit prepared under Job No. 50774-03 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 24, 2020
JOB No.: 50774-04
DOC.ID.: H:\Survey\CIVIL\50774-03\Word\FN50774-03 57.04ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



08/24/2020

BOA Agenda Item Form



Date Submitted: January 27, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: HOLD A PUBLIC HEARING AND CONSIDER ACTION ON A RESOLUTION CREATING THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow board members hold a public hearing and consider action on a resolution creating the Sanctuary East Public Improvement District.

Attached is a copy of a legal briefing regarding this matter along with the subject resolution.

M E M O R A N D U M

TO: Don Ferguson, Village Administrator, Village of Salado

FROM: Gregory Miller, Bickerstaff Heath Delgado Acosta LLP

DATE: February 2, 2023

RE: February 2, 2023, Board Meeting, Resolution for Creation of Sanctuary East Public Improvement District

Creation of Sanctuary East Public Improvement District

PIDs Generally

A Public Improvement District (PID), generally speaking, is a geographic area that is comprised of property that will receive special benefits from public improvements located in that area. Examples of such public improvements include roads, sidewalks, lighting, and parks. The properties that these improvements are designed to specifically benefit are the properties that make up the PID.

The purpose of the PID is to provide financing for those public improvements, which are improvements that a developer must have to create a marketable development. The PID method of finance, generally speaking is as follows: 1) the Village and the Developer discuss which improvements are desired by the Developer and which are of importance to the Village; 2) after agreeing on the public improvements that will be constructed or installed in the PID, the amount of costs that will be supported by the PID are established; 3) assessments are levied against the property in the PID in an amount sufficient to cover the debt service on bonds issued by the Village to finance the agreed upon costs; 4) bonds are issued and assessments are collected annually to pay debt service on the bonds; and 5) the improvements financed with the bonds (and PID assessments) are constructed either before or after the issuance of bonds.

The Item Under Consideration

The item before the Board concerns the creation of the Sanctuary PID.

Chapter 372 of the Texas Local Government Code establishes the procedures by which a PID is created. The statutorily established steps in creation generally are: 1) the filing of a petition by a property owner requesting creation of a PID with the municipality, 2) the newspaper publication of notice of a Board of Aldermen meeting to consider the creation of a PID; 3) a hearing and action on the creation; and assuming that the Board approves the creation, 4) the municipality files a copy of the authorizing resolution in the county real property records within 7 days of approval.

To the extent that any assessments will be levied against Property in the PID and bonds sold to finance public improvements in the PID, the Board actions related to those measures occur apart from and subsequent to the creation of the PID.

Notice of the creation of the Sanctuary PID was published in the Temple Daily Telegram on January 16, 2023, and in the Salado Village Voice on January 19, 2023. Those notices stated that the Board would hold a hearing and consider approving the creation of the PID at this February 2, 2023 meeting.

The proposed PID consists of approximately 188.85 acres which are depicted on a map attached to the Resolution under consideration. The proposed improvements may include the following:

landscaping, streets, roadway construction, water, wastewater, drainage facilities and improvements, park improvements, improvements related to the foregoing, payment of expenses incurred in the establishment, administration and operation of the District, and other improvement projects, and the costs of financing the public improvements described in the preceding.

The estimated costs of the public improvements that will specially benefit the property in the District are \$15,000,000.

If the Board authorizes the Creation of the District after the hearing, the City must file a copy of this resolution in the County's real property records within seven days of this meeting.

The Owner of the PID property has agreed to petition the Village to have the District dissolved if either: a) assessments to finance improvements in the District are not levied within five years, or b) if assessments are levied within five years but bonds are not sold within two years after the levy.

This item does not levy any assessments against property in the PID or authorize the issuance of bonds.

RESOLUTION _____

A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS AUTHORIZING AND CREATING THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Village of Salado, Texas (the "Village" or "Salado"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its Village limits or its extraterritorial jurisdiction; and

WHEREAS, BILLIE HANKS, JR., an individual, OLD WORLD BBD, INC., a Texas corporation, and SANCTUARY DEVELOPMENT COMPANY, LLC, a Texas limited liability company (the "Petitioners"), the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal, within the corporate limits of the Village, submitted and filed with the City Secretary of the Village (the "City Secretary") a petition (the "Petition") requesting the establishment of a public improvement district over property located within the Village; and

WHEREAS, the Petition requested the creation of the Sanctuary East Public Improvement District (the "District"), which District is located within the corporate limits of the Village and is more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the Board of Aldermen of the Village (the "Village Board") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in a newspaper of general circulation in the Village and mailing notice of the hearing to owners of property subject to assessment under the proposed District, all as required by and in conformity with the Act, the Village Board conducted a public hearing on the advisability of the improvements and services on February 2, 2023.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. The Petition submitted to Salado by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the Village Board, after considering the Petition and the evidence and testimony presented at the public hearing on February 2, 2023, hereby finds and declares:

(a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of Salado and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements (collectively, the "Authorized Improvements") are: (i) the establishment of parks and open space, together with the design and construction of any ancillary structures, features, or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water,

wastewater, and drainage facilities; (iv) acquisition, construction, and improvement of streets, roadways, rights-of-way, and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering, and operating the District.

(c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs.** The estimated total costs of the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District, is \$15,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District and, if issued, the bonds. The developer of the Property (the "Developer") will be obligated for the costs of certain specified Authorized Improvements within the District. The Village will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on real property within the District. The Village and the Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. No municipal property in the District shall be assessed. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

(d) **Boundaries of the District.** The District shall include approximately 188.85 acres within the Village limits, generally located to the north of FM 2268, south of Royal Street, and east of IH 35, as more properly described by metes and bounds in **Exhibit A** attached hereto, and as more particularly depicted in **Exhibit B** attached hereto.

(e) **Proposed Method of Assessment.** An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, the service and assessment plan will show the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

(f) **Management of the District.** The District shall be managed by the Village, with the assistance of a consultant, who shall, from time to time, advise the Village regarding certain operations of the District.

SECTION 4. The Sanctuary East Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the Village Board as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. The District can be terminated as provided by law or as provided in that certain Petition for the Dissolution of Sanctuary East Public Improvement District dated January 25, 2023 (the "Dissolution Petition"), which is attached hereto as **Exhibit**

C. Pursuant to Sections 372.011 and 372.005(b) of the Act, the Dissolution Petition is signed by the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal. Subject to the last sentence of this Section 5, the power of the Village to continue to levy and collect assessments within the District pursuant to the Act will cease, and the District will be dissolved, following the date that the Dissolution Petition is filed with the City Secretary of the Village of Salado and a public hearing has been held by the Village Board as described in Section 372.011 of the Act, or as otherwise provided in the Dissolution Petition. If the District is dissolved, the District shall remain in effect for the purpose of meeting obligations of indebtedness.

SECTION 6. The City Secretary is hereby authorized and directed to cause a copy of this Resolution authorizing the District to be recorded in the real property records of Bell County no later than the seventh day after the Village Board passes and approves this Resolution. Effective upon the passage of such Resolution, such authorization shall take effect and the District shall be established.

SECTION 7. This Resolution shall take effect immediately from and after its passage as required by law.

PASSED & APPROVED by the **VILLAGE BOARD** of the **VILLAGE OF SALADO** on the **2nd day of February, 2023.**

MICHAEL COGGIN

Resolution _____ - Page 5 of 7

MAYOR
VILLAGE OF SALADO

Attest:

CARA MCPARTLAND
CITY SECRETARY
VILLAGE OF SALADO

[VILLAGE SEAL]

EXHIBIT A
PROPERTY METES AND BOUNDS

(See attached.)

FIELD NOTES FOR A 101.31 ACRE TRACT OF LAND

A 101.31 acre tract of land, out of the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 178.0 acre tract of land as described in Volume 2497, Page 488, of the Deed Records of Bell County, Texas. Said 101.31 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southeast corner of Salado Oaks, being a subdivision of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with CSJ No. 213-1-1, for the southwest corner of said 178.0 acre tract and the tract described herein:

THENCE: With the common line between said Salado Oaks and said 178.0 acre tract, the following two (2) courses:

1. N 16° 30' 24" E, a distance of 2099.54 feet, to a point for the northeast corner of said Salado Oaks and a corner of the tract described herein, and
2. N 73° 52' 06" W, a distance of 116.81 feet, to a point for the southeast corner of a called 9.058 acre tract of land as described in Document No. 2018-00001240, of the Real Property Records of Bell County, Texas, and a corner of the tract described herein:

THENCE: N 16° 22' 14" E, with the west line of said 178.0 acre tract, at 466.97 feet, passing a point for the northeast corner of said 9.058 acre tract and the southeast corner of Victorian Oaks Addition, being a subdivision of record in Cabinet A, Slide 37-B, of the Plat Records of Bell County, Texas, a total distance of 1207.09 feet, to a point for the northeast corner of said Victorian Oaks Addition and a corner of the tract described herein;

THENCE: N 73° 37' 19" W, with the north line of said Victorian Oaks Addition, a distance of 99.99 feet, to a point for the southeast corner of a called 0.32 acre tract of land described in Volume 1515, Page 317, of the Deed Records of Bell County, Texas, and a corner of the tract described herein;

THENCE: N 16° 14' 11" E, with the east line of said 0.32 acre tract, a distance of 140.00 feet, to a point in the south right-of-way line of Royal Street, as shown in Cabinet C, Slide 177-C of the Plat Records of Bell County, Texas, for the northeast corner of said 0.32 acre tract and the northwest corner of the tract described herein;

THENCE: S 73° 31' 55" E, with the south right-of-way line of said Royal Street, a distance of 100.32 feet, to a point for the southeast corner of Royal Street, and a corner of the tract described herein;

THENCE: S 73° 33' 31" E, with the north line of said 178.0 acre tract, at 1706.00 feet, passing a point for the southeast corner of a called 42.72 acre tract of record in Volume 1255, Page 537 of the Deed Records of Bell County, Texas, the southwest corner of a called 15.41 acre tract of land described in Volume 4910, Page 328, of the Deed Records of Bell County, Texas, a total distance of 2038.13 feet, to a point for the northeast corner of the tract described herein;

THENCE: Over and across said 178.0 acre tract, the following thirty-three (33) courses:

1. S 16° 26' 29" W, a distance of 197.82 feet to a point,
2. S 78° 09' 24" W, a distance of 251.87 feet to a point,
3. N 73° 33' 31" W, a distance of 187.66 feet to a point,
4. S 46° 52' 14" W, a distance of 195.61 feet to a point,
5. S 16° 26' 29" W, a distance of 342.82 feet to a point,
6. S 31° 31' 00" W, a distance of 288.83 feet to a point,
7. N 48° 29' 00" W, a distance of 100.36 feet to a point,
8. S 41° 31' 00" W, a distance of 172.28 feet to a point,
9. S 48° 29' 00" E, a distance of 62.41 feet to a point.

10. S 58° 05' 10" E, a distance of 38.49 feet to a point,
11. S 31° 31' 00" W, a distance of 50.00 feet to a point,
12. N 58° 29' 00" W, a distance of 41.35 feet to a point,
13. N 48° 29' 00" W, a distance of 5.91 feet to a point,
14. S 41° 31' 24" W, a distance of 101.15 feet to a point,
15. S 31° 30' 49" W, a distance of 209.89 feet to a point,
16. S 16° 31' 00" W, a distance of 131.43 feet to a point,
17. S 05° 10' 42" E, a distance of 108.24 feet to a point,
18. S 16° 26' 36" W, a distance of 315.00 feet to a point,
19. S 73° 33' 24" E, a distance of 37.26 feet to a point,
20. S 15° 10' 17" E, a distance of 89.22 feet to a point,
21. S 16° 26' 36" W, a distance of 239.29 feet to a point,
22. S 66° 38' 16" W, a distance of 65.39 feet to a point,
23. S 16° 20' 46" W, a distance of 187.30 feet to a point,
24. S 52° 29' 23" W, a distance of 366.41 feet to a point,
25. S 16° 30' 24" W, a distance of 57.66 feet to a point,
26. N 73° 29' 36" W, a distance of 125.00 feet to a point,
27. S 16° 30' 24" W, a distance of 196.85 feet to a point,
28. S 48° 25' 40" W, a distance of 156.91 feet to a point,
29. N 73° 27' 06" W, a distance of 286.18 feet to a point,
30. S 61° 31' 39" W, a distance of 10.60 feet to a point,
31. S 16° 30' 24" W, a distance of 52.50 feet to a point, and
32. S 28° 28' 21" E, a distance of 35.37 feet to a point in the north right-of-way line of said Farm to Market Road 2268 and the south line of said 178.0 acre tract;

THENCE: N 73° 27' 06" W, with the north right-of-way line of said Farm to Market Road 2268 and the south line of said 178.0 acre tract, a distance of 493.35 feet, to the **POINT OF BEGINNING** and containing **101.31 acres** of land situated in Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 17-4049 101.31 Acres

Date: October 8, 2020



FIELD NOTES FOR A 93.54 ACRE TRACT OF LAND

A **93.54 acre** tract of land, out of the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 178.0 acre tract of land and a 33.0 acre tract of land, as described in Volume 2497, Page 488, of the Deed Records of Bell County, Texas. Said **93.54 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with CSJ No. 213-1-1, and the south line of said 178.0 acre tract, from which a point for the southeast corner of Salado Oaks, being a subdivision of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, and the southwest corner of said 178.0 acre tract bears, N 73° 27' 06" W, a distance of 493.35 feet;

THENCE: Over and across said 178.0 acre tract, the following thirty-three (33) courses:

1. N 28° 28' 21" W, a distance of **35.37 feet** to a point,
2. N 16° 30' 24" E, a distance of **52.50 feet** to a point,
3. N 61° 31' 39" E, a distance of **10.60 feet** to a point,
4. S 73° 27' 06" E, a distance of **286.18 feet** to a point,
5. N 48° 25' 40" E, a distance of **156.91 feet** to a point,
6. N 16° 30' 24" E, a distance of **196.85 feet** to a point,
7. S 73° 29' 36" E, a distance of **125.00 feet** to a point,
8. N 16° 30' 24" E, a distance of **57.66 feet** to a point,
9. N 52° 29' 23" E, a distance of **366.41 feet** to a point,
10. N 16° 20' 46" E, a distance of **187.30 feet** to a point,
11. N 66° 38' 16" E, a distance of **65.39 feet** to a point,
12. N 16° 26' 36" E, a distance of **239.29 feet** to a point,
13. N 15° 10' 17" W, a distance of **89.22 feet** to a point,
14. N 73° 33' 24" W, a distance of **37.26 feet** to a point,
15. N 16° 26' 36" E, a distance of **315.00 feet** to a point,
16. N 05° 10' 42" W, a distance of **108.24 feet** to a point,
17. N 16° 31' 00" E, a distance of **131.43 feet** to a point,
18. N 31° 30' 49" E, a distance of **209.89 feet** to a point,
19. N 41° 31' 24" E, a distance of **101.15 feet** to a point,
20. S 48° 29' 00" E, a distance of **5.91 feet** to a point,
21. S 58° 29' 00" E, a distance of **41.35 feet** to a point,
22. N 31° 31' 00" E, a distance of **50.00 feet** to a point,
23. N 58° 05' 10" W, a distance of **38.49 feet** to a point,
24. N 48° 29' 00" W, a distance of **62.41 feet** to a point,
25. N 41° 31' 00" E, a distance of **172.28 feet** to a point,
26. S 48° 29' 00" E, a distance of **100.36 feet** to a point,
27. N 31° 31' 00" E, a distance of **288.83 feet** to a point,
28. N 16° 26' 29" E, a distance of **342.82 feet** to a point,
29. N 46° 52' 14" E, a distance of **195.61 feet** to a point,

30. S 73° 33' 31" E, a distance of 187.66 feet to a point,
31. N 78° 09' 24" E, a distance of 251.87 feet to a point, and
32. N 16° 26' 29" E, a distance of 197.82 feet to a point in the north line of said 178.0 acre tract and the south line of a called 15.41 acre tract of land described in Volume 4910, Page 328, of the Deed Records of Bell County, Texas;

THENCE: S 73° 33' 31" E, with the common line between said 15.41 acre tract and said 178.0 acre tract, a distance of 465.57 feet, to a point in the east line, as fenced and evidenced on the ground, of a called 242.43 acre tract of land as described in Volume 1429, Page 857, of the Deed Records of Bell County, Texas, for the southeast corner of said 15.41 acre tract, the northeast corner of said 178.0 acre tract and the tract described herein;

THENCE: With the east line, as fenced and evidenced on the ground, of said 242.43 acre tract, the following four (4) courses:

1. S 15° 58' 04" W, a distance of 771.91 feet to a point,
2. S 28° 17' 04" W, a distance of 204.53 feet to a point,
3. S 13° 23' 11" E, a distance of 272.49 feet to a point, and
4. S 16° 40' 54" W, a distance of 1697.65 feet to a point for the northeast corner of Shepard's Glen, being a subdivision recorded in Cabinet C, Slide 306-B,C, of the Plat Records of Bell County, Texas;

THENCE: With the northerly and westerly lines of said Shepard's Glen, the following nine (9) courses:

1. N 73° 14' 06" W, a distance of 59.94 feet to a point,
2. N 41° 57' 51" W, a distance of 271.42 feet to a point,
3. N 9° 27' 54" E, a distance of 55.81 feet to a point,
4. N 54° 20' 06" W, a distance of 79.79 feet to a point,
5. S 74° 21' 54" W, a distance of 110.02 feet to a point,
6. S 37° 36' 54" W, a distance of 102.09 feet to a point,
7. S 17° 39' 14" W, a distance of 513.28 feet to a point,
8. N 72° 00' 06" E, a distance of 47.27 feet to a point, and
9. S 17° 38' 39" W, a distance of 472.74 feet to a point in the north right-of-way line of said Farm to Market Road 2268, for the southwest corner of said Shepard's Glen, and the southeast corner of the tract described herein;

THENCE: With the north right-of-way line of said Farm to Market Road 2268, the following four (4) courses:

1. With a non-tangent curve to the right having a radius of 905.26 feet, an arc length of 344.28 feet, a delta angle of 21° 47' 25" and a chord that bears, N 59° 19' 51" W, a distance of 342.21 feet to a point of tangency,
2. N 48° 19' 36" W, a distance of 454.26 feet to a point of curve,
3. With a tangent curve to the left having a radius of 1005.25 feet, an arc length of 438.21 feet, a delta angle of 24° 58' 35" and a chord that bears, N 60° 55' 56" W, a distance of 434.75 feet to a point of tangency, and

4. N 73° 27' 06" W, a distance of 248.85 feet to the **POINT OF BEGINNING** and containing 93.54 acres of land situated in Bell County, Texas.

SAVE AND EXCEPT: A 6.0 acre tract of land as described in a Document No. 2016-00013933, of the Real Property Records of Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 17-4049 93.54 Acres

Date: October 8, 2020



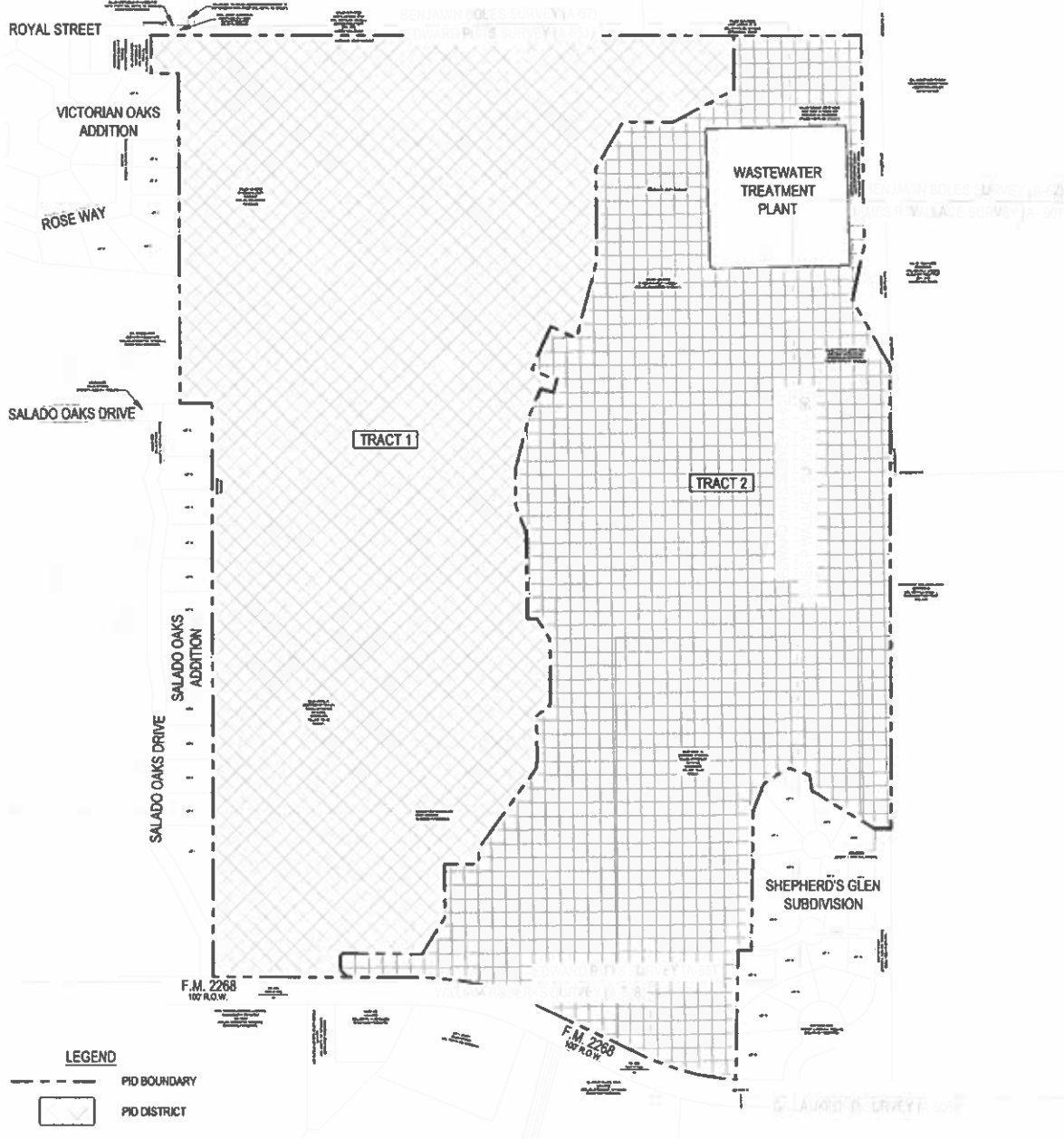
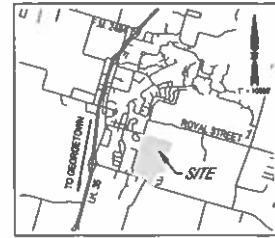
EXHIBIT B
PROPERTY DEPICTION

(See attached.)

EXHIBIT A

SANCTUARY EAST PID SALADO, TEXAS

LOCATION MAP



LEGEND

-  PID BOUNDARY
-  PID DISTRICT

MATKINHOOVER
 ENGINEERING & SURVEYING

HEADQUARTERS
 8 SPENCER ROAD SUITE 300
 BOZEMAN, TEXAS 78006
 OFFICE: 830 349 5000 FAX: 830 349 0099

3103 SHELL ROAD SUITE 1
 GEORGETOWN, TEXAS 78628
 OFFICE: 512 266 5244

GEORGETOWN, TEXAS REGISTERED SURVEYOR FIRM # 10194 M7
 BOZEMAN, TEXAS REGISTERED SURVEYING FIRM # 10034000
 BOZEMAN, TEXAS REGISTERED ENGINEER FIRM # 004511

CIVIL ENGINEERS SURVEYORS LAND PLANNERS
 CONSTRUCTION MANAGER CONSULTANTS



SCALE: 1"=400'



EXHIBIT C
DISSOLUTION PETITION

(See attached.)

PETITION FOR THE DISSOLUTION OF
SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND BOARD OF ALDERMEN OF THE VILLAGE OF
SALADO, TEXAS:

BILLIE HANKS, JR., an individual, OLD WORLD BBD, INC., a Texas Corporation, and SANCTUARY DEVELOPMENT COMPANY, LLC, a Texas limited liability company (collectively, the “**Owner**”) owns the property described on Exhibit A (the “**Property**”). The Owner submitted and filed with the Village Administrator of the Village of Salado, Texas (the “**Village**”) a “Petition for the Creation of a Public Improvement District Within the Village of Salado, Texas” (the “**PID Creation Petition**”) requesting the creation of a public improvement district (the “**District**”) over approximately 188.85 acres of land located in Bell County, Texas and more particularly described in the PID Creation Petition.

This petition (this “**Dissolution Petition**”), as authorized by Chapter 372 of the Texas Local Government Code (the “**Act**”), may be used by Owner to petition the Village to dissolve the District if the Village does not levy special assessments on property located within the District within five (5) years after the date the District is created.

In the event the Village does not levy special assessments on property located within the District within five (5) years after the date the District is created, the Owner, pursuant to Section 372.011 of the Act, hereby respectfully petitions the Village to dissolve the District after conducting a hearing that meets the requirements of Section 372.009 of the Act. Pursuant to Section 372.011 of the Act, the District shall remain in effect for the purpose of meeting obligations of indebtedness for improvements.

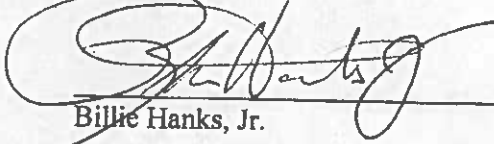
This Dissolution Petition has been signed by (1) the owners (as of the date of this Dissolution Petition) of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners (as of the date of this Dissolution Petition) of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

Exhibits referenced in this Dissolution Petition are attached hereto and made a part hereof for all purposes.

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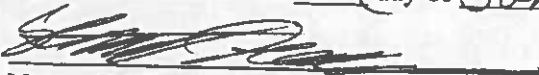
RESPECTFULLY SUBMITTED, on this the 25 day of Jan., 2023.

OWNERS:


Billie Hanks, Jr.

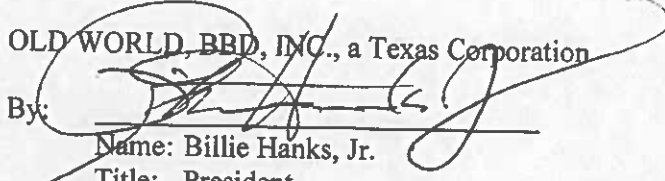
North Carolina
STATE OF ~~TEXAS~~
COUNTY OF Transylvania

This instrument was acknowledged before me on the 25th day of January 2023, by Billie Hanks, Jr, an individual.


Notary Public, State of ~~Texas~~ North Carolina


Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

OLD WORLD BBD, INC., a Texas Corporation

By: 
Name: Billie Hanks, Jr.
Title: President

North Carolina
STATE OF ~~TEXAS~~
COUNTY OF Transylvania

This instrument was acknowledged before me on the 25th day of January 2023, by Billie Hanks, Jr., President of Old World BBD, INC., a Texas Corporation, on behalf of said corporation.


Notary Public, State of ~~Texas~~ North Carolina

~~**Steven Headen**
Notary Public
Transylvania County~~

Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

[Signatures continue on the following page.]

SANCTUARY DEVELOPMENT COMPANY,
LLC, a Texas limited liability company

By:


Name: Billie Hanks, Jr.

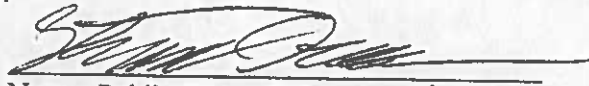
Title: Manager

North Carolina

STATE OF ~~TEXAS~~

COUNTY OF *Transylvania* §
§
§

This instrument was acknowledged before me on the 25 day of Jan., 2023,
by Billie Hanks, Jr., Manager of Sanctuary Development Company, LLC, a Texas limited liability
company, on behalf of said company.



Notary Public, State of ~~Texas~~

North Carolina

Steven Headen
Notary Public
Transylvania County
My Commission Expires: 5/30/2027

Exhibit A

The Property

[See attached]

FIELD NOTES FOR A 101.31 ACRE TRACT OF LAND

A 101.31 acre tract of land, out of the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 178.0 acre tract of land as described in Volume 2497, Page 488, of the Deed Records of Bell County, Texas. Said 101.31 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southeast corner of Salado Oaks, being a subdivision of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with CSJ No. 213-1-1, for the southwest corner of said 178.0 acre tract and the tract described herein;

THENCE: With the common line between said Salado Oaks and said 178.0 acre tract, the following two (2) courses:

1. N 16° 30' 24" E, a distance of 2099.54 feet, to a point for the northeast corner of said Salado Oaks and a corner of the tract described herein, and
2. N 73° 52' 06" W, a distance of 116.81 feet, to a point for the southeast corner of a called 9.058 acre tract of land as described in Document No. 2018-00001240, of the Real Property Records of Bell County, Texas, and a corner of the tract described herein;

THENCE: N 16° 22' 14" E, with the west line of said 178.0 acre tract, at 466.97 feet, passing a point for the northeast corner of said 9.058 acre tract and the southeast corner of Victorian Oaks Addition, being a subdivision of record in Cabinet A, Slide 37-B, of the Plat Records of Bell County, Texas, a total distance of 1207.09 feet, to a point for the northeast corner of said Victorian Oaks Addition and a corner of the tract described herein;

THENCE: N 73° 37' 19" W, with the north line of said Victorian Oaks Addition, a distance of 99.99 feet, to a point for the southeast corner of a called 0.32 acre tract of land described in Volume 1515, Page 317, of the Deed Records of Bell County, Texas, and a corner of the tract described herein;

THENCE: N 16° 14' 11" E, with the east line of said 0.32 acre tract, a distance of 140.00 feet, to a point in the south right-of-way line of Royal Street, as shown in Cabinet C, Slide 177-C of the Plat Records of Bell County, Texas, for the northeast corner of said 0.32 acre tract and the northwest corner of the tract described herein;

THENCE: S 73° 31' 55" E, with the south right-of-way line of said Royal Street, a distance of 100.32 feet, to a point for the southeast corner of Royal Street, and a corner of the tract described herein;

THENCE: S 73° 33' 31" E, with the north line of said 178.0 acre tract, at 1706.00 feet, passing a point for the southeast corner of a called 42.72 acre tract of record in Volume 1255, Page 537 of the Deed Records of Bell County, Texas, the southwest corner of a called 15.41 acre tract of land described in Volume 4910, Page 328, of the Deed Records of Bell County, Texas, a total distance of 2038.13 feet, to a point for the northeast corner of the tract described herein;

THENCE: Over and across said 178.0 acre tract, the following thirty-three (33) courses:

1. S 16° 26' 29" W, a distance of 197.82 feet to a point,
2. S 78° 09' 24" W, a distance of 251.87 feet to a point,
3. N 73° 33' 31" W, a distance of 187.66 feet to a point,
4. S 46° 52' 14" W, a distance of 195.61 feet to a point,
5. S 16° 26' 29" W, a distance of 342.82 feet to a point,
6. S 31° 31' 00" W, a distance of 288.83 feet to a point,
7. N 48° 29' 00" W, a distance of 100.36 feet to a point,
8. S 41° 31' 00" W, a distance of 172.28 feet to a point,
9. S 48° 29' 00" E, a distance of 62.41 feet to a point.

10. S 58° 05' 10" E, a distance of 38.49 feet to a point,
11. S 31° 31' 00" W, a distance of 50.00 feet to a point,
12. N 58° 29' 00" W, a distance of 41.35 feet to a point,
13. N 48° 29' 00" W, a distance of 5.91 feet to a point,
14. S 41° 31' 24" W, a distance of 101.15 feet to a point,
15. S 31° 30' 49" W, a distance of 209.89 feet to a point,
16. S 16° 31' 00" W, a distance of 131.43 feet to a point,
17. S 05° 10' 42" E, a distance of 108.24 feet to a point,
18. S 16° 26' 36" W, a distance of 315.00 feet to a point,
19. S 73° 33' 24" E, a distance of 37.26 feet to a point,
20. S 15° 10' 17" E, a distance of 89.22 feet to a point,
21. S 16° 26' 36" W, a distance of 239.29 feet to a point,
22. S 66° 38' 16" W, a distance of 65.39 feet to a point,
23. S 16° 20' 46" W, a distance of 187.30 feet to a point,
24. S 52° 29' 23" W, a distance of 366.41 feet to a point,
25. S 16° 30' 24" W, a distance of 57.66 feet to a point,
26. N 73° 29' 36" W, a distance of 125.00 feet to a point,
27. S 16° 30' 24" W, a distance of 196.85 feet to a point,
28. S 48° 25' 40" W, a distance of 156.91 feet to a point,
29. N 73° 27' 06" W, a distance of 286.18 feet to a point,
30. S 61° 31' 39" W, a distance of 10.60 feet to a point,
31. S 16° 30' 24" W, a distance of 52.50 feet to a point, and
32. S 28° 28' 21" E, a distance of 35.37 feet to a point in the north right-of-way line of said Farm to Market Road 2268 and the south line of said 178.0 acre tract;

THENCE: N 73° 27' 06" W, with the north right-of-way line of said Farm to Market Road 2268 and the south line of said 178.0 acre tract, a distance of 493.35 feet, to the **POINT OF BEGINNING** and containing 101.31 acres of land situated in Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 17-4049 101.31 Acres

Date: October 8, 2020



FIELD NOTES FOR A 93.54 ACRE TRACT OF LAND

A 93.54 acre tract of land, out of the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 178.0 acre tract of land and a 33.0 acre tract of land, as described in Volume 2497, Page 488, of the Deed Records of Bell County, Texas. Said 93.54 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with CSJ No. 213-1-1, and the south line of said 178.0 acre tract, from which a point for the southeast corner of Salado Oaks, being a subdivision of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, and the southwest corner of said 178.0 acre tract bears, N 73° 27' 06" W, a distance of 493.35 feet;

THENCE: Over and across said 178.0 acre tract, the following thirty-three (33) courses:

1. N 28° 28' 21" W, a distance of 35.37 feet to a point,
2. N 16° 30' 24" E, a distance of 52.50 feet to a point,
3. N 61° 31' 39" E, a distance of 10.60 feet to a point,
4. S 73° 27' 06" E, a distance of 286.18 feet to a point,
5. N 48° 25' 40" E, a distance of 156.91 feet to a point,
6. N 16° 30' 24" E, a distance of 196.85 feet to a point,
7. S 73° 29' 36" E, a distance of 125.00 feet to a point,
8. N 16° 30' 24" E, a distance of 57.66 feet to a point,
9. N 52° 29' 23" E, a distance of 366.41 feet to a point,
10. N 16° 20' 46" E, a distance of 187.30 feet to a point,
11. N 66° 38' 16" E, a distance of 65.39 feet to a point,
12. N 16° 26' 36" E, a distance of 239.29 feet to a point,
13. N 15° 10' 17" W, a distance of 89.22 feet to a point,
14. N 73° 33' 24" W, a distance of 37.26 feet to a point,
15. N 16° 26' 36" E, a distance of 315.00 feet to a point,
16. N 05° 10' 42" W, a distance of 108.24 feet to a point,
17. N 16° 31' 00" E, a distance of 131.43 feet to a point,
18. N 31° 30' 49" E, a distance of 209.89 feet to a point,
19. N 41° 31' 24" E, a distance of 101.15 feet to a point,
20. S 48° 29' 00" E, a distance of 5.91 feet to a point,
21. S 58° 29' 00" E, a distance of 41.35 feet to a point,
22. N 31° 31' 00" E, a distance of 50.00 feet to a point,
23. N 58° 05' 10" W, a distance of 38.49 feet to a point,
24. N 48° 29' 00" W, a distance of 62.41 feet to a point,
25. N 41° 31' 00" E, a distance of 172.28 feet to a point,
26. S 48° 29' 00" E, a distance of 100.36 feet to a point,
27. N 31° 31' 00" E, a distance of 288.83 feet to a point,
28. N 16° 26' 29" E, a distance of 342.82 feet to a point,
29. N 46° 52' 14" E, a distance of 195.61 feet to a point,

- 30. S 73° 33' 31" E, a distance of 187.66 feet to a point,
- 31. N 78° 09' 24" E, a distance of 251.87 feet to a point, and
- 32. N 16° 26' 29" E, a distance of 197.82 feet to a point in the north line of said 178.0 acre tract and the south line of a called 15.41 acre tract of land described in Volume 4910, Page 328, of the Deed Records of Bell County, Texas,

THENCE: S 73° 33' 31" E, with the common line between said 15.41 acre tract and said 178.0 acre tract, a distance of 465.57 feet, to a point in the east line, as fenced and evidenced on the ground, of a called 242.43 acre tract of land as described in Volume 1429, Page 857, of the Deed Records of Bell County, Texas, for the southeast corner of said 15.41 acre tract, the northeast corner of said 178.0 acre tract and the tract described herein;

THENCE: With the east line, as fenced and evidenced on the ground, of said 242.43 acre tract, the following four (4) courses:

- 1. S 15° 58' 04" W, a distance of 771.91 feet to a point,
- 2. S 28° 17' 04" W, a distance of 204.53 feet to a point,
- 3. S 13° 23' 11" E, a distance of 272.49 feet to a point, and
- 4. S 16° 40' 54" W, a distance of 1697.65 feet to a point for the northeast corner of Shepard's Glen, being a subdivision recorded in Cabinet C, Slide 306-B,C, of the Plat Records of Bell County, Texas,

THENCE: With the northerly and westerly lines of said Shepard's Glen, the following nine (9) courses:

- 1. N 73° 14' 06" W, a distance of 59.94 feet to a point,
- 2. N 41° 57' 51" W, a distance of 271.42 feet to a point,
- 3. N 9° 27' 54" E, a distance of 55.81 feet to a point,
- 4. N 54° 20' 06" W, a distance of 79.79 feet to a point,
- 5. S 74° 21' 54" W, a distance of 110.02 feet to a point,
- 6. S 37° 36' 54" W, a distance of 102.09 feet to a point,
- 7. S 17° 39' 14" W, a distance of 513.28 feet to a point,
- 8. N 72° 00' 06" E, a distance of 47.27 feet to a point, and
- 9. S 17° 38' 39" W, a distance of 472.74 feet to a point in the north right-of-way line of said Farm to Market Road 2268, for the southwest corner of said Shepard's Glen, and the southeast corner of the tract described herein;

THENCE: With the north right-of-way line of said Farm to Market Road 2268, the following four (4) courses:

- 1. With a non-tangent curve to the right having a radius of 905.26 feet, an arc length of 344.28 feet, a delta angle of 21° 47' 25" and a chord that bears, N 59° 19' 51" W, a distance of 342.21 feet to a point of tangency,
- 2. N 48° 19' 36" W, a distance of 454.26 feet to a point of curve,
- 3. With a tangent curve to the left having a radius of 1005.25 feet, an arc length of 438.21 feet, a delta angle of 24° 58' 35" and a chord that bears, N 60° 55' 56" W, a distance of 434.75 feet to a point of tangency, and

4. N 73° 27' 06" W, a distance of 248.85 feet to the **POINT OF BEGINNING** and containing 93.54 acres of land situated in Bell County, Texas.

SAVE AND EXCEPT: A 6.0 acre tract of land as described in a Document No. 2016-00013933, of the Real Property Records of Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 17-4049 93.54 Acres

Date: October 8, 2020



BOA Agenda Item Form



Date Submitted: January 27, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: CONSIDER APPROVAL OF PROFESSIONAL SERVICE AGREEMENTS WITH P3WORKS FOR SANCTUARY PID ADMINISTRATION

Funds Required:

Funds Available:

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow board members to discuss and consider approval of professional service agreements with P3Works for administration of the Sanctuary Public Improvement District and the Sanctuary East Public Improvement District.

Earlier in the agenda, board members were scheduled to hold a public hearing and consider action creating the Sanctuary Public Improvement District and the Sanctuary East Public Improvement District.

As part of the PID creation process, there is a need for the Village to hire a firm to administer the two (2) Sanctuary PIDs. After looking at several PID administration firms and consulting with the Village's legal counsel and financial advisor, the Village staff is recommending the Village contract with P3Works – a well-respected Dallas area PID administration firm with offices in Austin. This was the same firm that conducted the initial review of the Sanctuary PIDs petitions for the Village late last year.

Per the service agreement, P3Works will provide administrative services ranging from preparation of financing and assessment plans to assessment calculation to administration of bond funds. Services will be billed on an hourly rate. The term of the agreement for each PID is three (3) years and shall automatically renew on a year to year basis until terminated.

It is important to understand that the developer is responsible for reimbursing the Village for any costs incurred in the administration of the two (2) PIDs. The developer will provide \$25,000 up front for PID administration for each PID and the Village can request additional funding from the developer, as needed.

The Village staff recommends approval of the professional service agreements with P3Works for administration of the Sanctuary Public Improvement District and the Sanctuary East Public Improvement District.

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services ("Agreement") is entered into this _____ day of _____, 2023, by and between P3Works, LLC ("P3Works"), and the Village of Salado, Texas ("Village").

RECITALS

WHEREAS, the Village Council contemplates creating the Sanctuary East Public Improvement District ("PID" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the Village may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the Village requires specialized services related to the revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the Village desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the Village agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.0 The Agreement shall be effective as of its approval by all parties and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

ARTICLE II

SERVICES TO BE PROVIDED BY P3WORKS

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the Village and that nothing in this Agreement shall constitute an assignment of any right or obligation of the Village under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the Village or employees of the Village.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the Village.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

3.0 In consideration for the services to be performed by P3Works, the Village agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Beginning on the February 1 following the levy of the Assessment and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the Village for work completed. Village agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the Village. P3Works will pass any third-party cost through to the Village without markup and will not incur any expense in excess of \$200 without written consent of the Village.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The Village general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

ARTICLE IV

TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. Village shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V

GENERAL PROVISIONS

5.0 This Agreement supersedes any and all agreements, including any Original PID Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the Village and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the Village.

5.3 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the Village's website, and then will provide to the Village an IRMA Exemption Acceptance Letter in the general form attached as Exhibit B upon execution of the Agreement.

5.4 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.5 Upon acceptance or approval by Village, all deliverables prepared or assembled by P3Works under this Agreement, and any other related documents or items shall be delivered to Village, in hard copy and digital format for Village use only. All digital data which contains algorithms, formulas, methodologies and related content provided to the Village by the P3Works shall remain the property of the P3Works, and is provided as backup documentation to the deliverables, but shall not be released in digital format to any third-parties due to the proprietary nature of the intellectual data.

5.6 The Village acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

5.7 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.8 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

5.9 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty
Managing Partner
P3Works, LLC
9284 Huntington Square, Ste. 100
North Richland Hills, Texas 76182

To Village:

Don Ferguson
Village Manager
Village of Salado
301 N. Stagecoach
Salado, Texas 76571

5.10 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this _____ day of _____, 2023:

P3Works, LLC

BY: _____
Mary V. Petty
Managing Partner

Village of Salado

BY: _____
Name: Don Ferguson
Title: Village Manager

**EXHIBIT A
SERVICES TO BE PROVIDED**

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

Title	Hourly Rate
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and in conjunction with the Village's Financial Advisor review a plan of finance for the proposed transaction, including
 - a) Assessed value schedules, value to lien analysis, and overall structuring to achieve Village goals and objectives
 - b) Identify areas of risk with the Village's Financial Advisor, and solutions to mitigate the risks,
 - c) Bond sizing and bond phasing by improvement area,
 - d) Sources and uses of funds by improvement area,
 - e) Debt service schedules, and;
 - f) Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by Village Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to Village Council and request approval of Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to Village Council or other Public Forums

1. P3Works will prepare and present information as requested to the Village Council or any

other public forum.

BASIC DISTRICT ADMINISTRATION SERVICES

If no bonds are sold:

Monthly Fee = \$1,500 beginning the first of the month following levy of assessments for the District for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)

If bonds are sold:

Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.

For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.

See Section below related to "Consulting Services Relating to Future Improvement Areas and related Bond Issuance" for hourly fees if bonds are contemplated.

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to Village. Upon approval by Village, submit final annual assessment roll to County Tax Collector.

Administration of Bond Funds (if bonds are sold)

1. Review and summarize the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual

service and assessment plan update is performed.

Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on Village policy relating to PIDs.
2. If the Village receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the Village. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the Village what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

Website Setup

1. Prepare for the P3Works website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

DISTRICT ADMINISTRATION SETUP SERVICES (Required for any existing PID not created by P3Works.)

\$7,500 One Time Lump Sum Fee

1. P3Works will review the full bond transcript and identify all requirements of the Village relating to District administration and/or disclosure requirements.
2. Prepare written summary of all Village administration and disclosure requirements.
3. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
4. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
5. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
6. Meet with Village representatives to finalize policies and procedures relating to District Administration.

ADDITIONAL DISTRICT ADMINISTRATION SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

Title	Hourly Rate
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the Village and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the Village's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to Village)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with Village's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

EXHIBIT B
IRMA EXEMPTION LETTER



P3Works, LLC.
9284 Huntington Sq.
Suite 100
North Richland Hills,
Texas 76182

Mary V. Petty
Managing Partner
+1.817.393-0353 Phone
Admin@P3-Works.com

January 12, 2023

Don Ferguson, Village Manager
301 N. Stagecoach
Salado, Texas 76571

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated _____, 20__, that the Village of Salado (the "Village") has engaged and is represented by _____, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the Village to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty
Managing Partner
P3Works, LLC

Jon Snyder
Managing Partner
P3Works, LLC

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services ("Agreement") is entered into this _____ day of _____, 2023, by and between P3Works, LLC ("P3Works"), and the Village of Salado, Texas ("Village").

RECITALS

WHEREAS, the Village Council contemplates creating the Sanctuary North/South Public Improvement District ("PID" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the Village may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the Village requires specialized services related to the revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the Village desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the Village agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.0 The Agreement shall be effective as of its approval by all parties and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

ARTICLE II

SERVICES TO BE PROVIDED BY P3WORKS

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the Village and that nothing in this Agreement shall constitute an assignment of any right or obligation of the Village under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the Village or employees of the Village.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the Village.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

3.0 In consideration for the services to be performed by P3Works, the Village agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Beginning on the February 1 following the levy of the Assessment and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the Village for work completed. Village agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the Village. P3Works will pass any third-party cost through to the Village without markup and will not incur any expense in excess of \$200 without written consent of the Village.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The Village general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

ARTICLE IV

TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. Village shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V

GENERAL PROVISIONS

5.0 This Agreement supersedes any and all agreements, including any Original PID Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the Village and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the Village.

5.3 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the Village's website, and then will provide to the Village an IRMA Exemption Acceptance Letter in the general form attached as Exhibit B upon execution of the Agreement.

5.4 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.5 Upon acceptance or approval by Village, all deliverables prepared or assembled by P3Works under this Agreement, and any other related documents or items shall be delivered to Village, in hard copy and digital format for Village use only. All digital data which contains algorithms, formulas, methodologies and related content provided to the Village by the P3Works shall remain the property of the P3Works, and is provided as backup documentation to the deliverables, but shall not be released in digital format to any third-parties due to the proprietary nature of the intellectual data.

5.6 The Village acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

5.7 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.8 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

5.9 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty
Managing Partner
P3Works, LLC
9284 Huntington Square, Ste. 100
North Richland Hills, Texas 76182

To Village:

Don Ferguson
Village Manager
Village of Salado
301 N. Stagecoach
Salado, Texas 76571

5.10 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this _____ day of _____, 2023:

P3Works, LLC

BY: _____
Mary V. Petty
Managing Partner

Village of Salado

BY: _____
Name: Don Ferguson
Title: Village Manager

EXHIBIT A
SERVICES TO BE PROVIDED

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

Title	Hourly Rate
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and in conjunction with the Village's Financial Advisor review a plan of finance for the proposed transaction, including
 - a) Assessed value schedules, value to lien analysis, and overall structuring to achieve Village goals and objectives
 - b) Identify areas of risk with the Village's Financial Advisor, and solutions to mitigate the risks,
 - c) Bond sizing and bond phasing by improvement area,
 - d) Sources and uses of funds by improvement area,
 - e) Debt service schedules, and;
 - f) Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by Village Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to Village Council and request approval of Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to Village Council or other Public Forums

1. P3Works will prepare and present information as requested to the Village Council or any

other public forum.

BASIC DISTRICT ADMINISTRATION SERVICES

If no bonds are sold:

Monthly Fee = \$1,500 beginning the first of the month following levy of assessments for the District for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)

If bonds are sold:

Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.

For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.

See Section below related to "Consulting Services Relating to Future Improvement Areas and related Bond Issuance" for hourly fees if bonds are contemplated.

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to Village. Upon approval by Village, submit final annual assessment roll to County Tax Collector.

Administration of Bond Funds (if bonds are sold)

1. Review and summarize the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual

service and assessment plan update is performed.

Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on Village policy relating to PIDs.
2. If the Village receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the Village. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the Village what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

Website Setup

1. Prepare for the P3Works website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

DISTRICT ADMINISTRATION SETUP SERVICES (Required for any existing PID not created by P3Works.)

\$7,500 One Time Lump Sum Fee

1. P3Works will review the full bond transcript and identify all requirements of the Village relating to District administration and/or disclosure requirements.
2. Prepare written summary of all Village administration and disclosure requirements.
3. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
4. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
5. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
6. Meet with Village representatives to finalize policies and procedures relating to District Administration.

ADDITIONAL DISTRICT ADMINISTRATION SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

Title	Hourly Rate
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
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**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

Continuing Disclosure Services

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2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
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Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to Village)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with Village's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

EXHIBIT B
IRMA EXEMPTION LETTER



P3Works, LLC.
9284 Huntington Sq.
Suite 100
North Richland Hills,
Texas 76182

Mary V. Petty
Managing Partner
+1.817.393-0353 Phone
Admin@P3-Works.com

January 12, 2023

Don Ferguson, Village Manager
301 N. Stagecoach
Salado, Texas 76571

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated _____, 20____, that the Village of Salado (the "Village") has engaged and is represented by _____, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the Village to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty
Managing Partner
P3Works, LLC

Jon Snyder
Managing Partner
P3Works, LLC

BOA Agenda Item Form



Date Submitted: January 26, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: CONSIDER ACTION
REGARDING A PROPOSED SCAD GRANT PROGRAM

Funds Required:
Funds Available:

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow board members to discuss and consider approval of a proposed grant program for the Salado Cultural Arts District ("SCAD").

In the FY 2023 Operating Budget, \$10,000 in hotel-motel occupancy tax revenues is allocated to support and promote the arts and culture of Salado. The SCAD Board is proposing a grant funding program that would distribute one-time grants of up to \$1,000 for arts and culture activities in the SCAD.

No more than \$10,000 in grants will be awarded in the fiscal year according to the program.

Grant applications will be reviewed by the SCAD Board who will in turn make funding recommendations to the Board of Aldermen. The grant funding can be spent on everything from gallery showings to musical performances to marketing. Funding cannot be used for alcohol and prizes.

Grant recipients will be required to provide a post-event report showing all revenues, expenditures, and attendance information relating to the event. Information gathered from these reports will be used to prepare the annual performance report on the SCAD required by the Texas Commission on the Arts.

SCAD representatives will be present at the meeting to answer questions regarding the proposed grant program.

Salado Cultural Arts District Grant Program

Welcome to the Salado Cultural Arts District Grant Program Application page. Our mission is to support and promote the arts and culture of Salado through these grants. Funding is available through the Village of Salado. The Salado Cultural Arts District will review all applications and send them to the Village of Salado for approval and funding.

Program Guidelines

1. Eligibility: The applicant must demonstrate that the associated event will be open to the public and directly enhance and promote the arts and culture of the Village of Salado.

2. Application Requirements: Applicants must provide the following documents for their application to be considered.

1. SCAD Grant Application
2. Proposed Budget of Event

3. Use of Funds:

Funds are a one-time fee of up to 1000.00 per event /person

1. Funding cannot be used for alcohol, prizes, or other items that do not follow Village of Salado guidelines.

6. Award of Funding: Upon evaluation of all applications, the Salado Cultural Arts District Board will make funding recommendations to the Salado Board of Aldermen who will, in turn, make the final decision on the award of funding. The Village of Salado will distribute funding for the event once it has been approved.

7. Post-Event Reporting Process: *All applicants that are awarded funding must submit a Post Event Report within sixty (60) days of the conclusion of their event or activity.* Failure to submit a Post Event Report will result in the ineligibility for funding from the Grant Program in the future. The Post Event Report shall include event attendance information and a detailed line-item financial report showing final event revenues and expenditures. Copies of paid invoices for any expenses paid for with grant funds shall be attached to the Post Event Report. This information helps us report funding opportunities to the Texas Commission for the Arts and document financial information for the Village of Salado.

SCAD Grant Application

This form is used to apply for a SCAD-approved grant of up to \$1000.00.

Please submit this application no later than 90 days from the event.

* Required

Email*

Organization Name*

Street Address*

Address Line 2 (if needed)

City*

State*

Zip Code*

Country*

Applicant's Name*

Phone Number*

Non-Profit Organization? *

Yes

No

Please describe your event in the following questions

Event Name*

Event Start Date*

Event End Date*

Event Website (if applicable)

Event Location*

Expected Number of attendees*

Best guess

First-time event?*

Yes

No

Open to General Public? *

Yes

No

List Admission and/or other charges*

Please enter in the format: " General Admission - \$5.00 per person, MVP Suite - \$15.00 per person) for multiple charges. If not charging, please just enter "No Charges"

Event Benefit Summary*

Provide a summary of the event goals and how it will advance the arts or culture in Salado.

Expected Local Attendance

Local - Within a 50 mile radius of Salado, Texas - if unsure leave blank

Expected Out of Town Attendance

Attendees that will need overnight accommodations in Salado - if unsure leave blank

Will the event become Self-Supporting in the future?*

Yes

No

Total Funding Requested*

Please enter a dollar amount up to \$1000.00

Circle one or more of the planned use of funds*

Visitor Information

Advertising

Historical Restoration

Museum

Tourist Signage

Convention Registration

Promotion of Arts (Gallery Showing, Crafting performance)

Promotion of Culture (Musical performance, stage performance, Community improvement)

Other:

Describe your advertising efforts. *

Examples: Social Media (Instagram, Facebook, Twitter) , Broadcast media (TV, Radio), Print Media (Newspaper), Word of mouth

Supporting Documents

Please provide any additional documentation. If you have any questions please contact us at saladoaandcdistrict@gmail.com. Documents include:

- Event Budget (Expenses, Revenues, etc)
- Event Marketing Plan
- Proof of Non-Profit Status

BOA Agenda Item Form



Date Submitted: January 26, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: CONSIDER ACTION REGARDING PLANS FOR THE PROPOSED 2023 PORCH AND PLANET FEST

Funds Required:
Funds Available:

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow board members to discuss and consider approval of the proposed Salado Porch & Planet Fest.

Representatives with the Salado Music Friendly Community Advisory Board will be present at the meeting to brief board members on the planned one-day festival in April and answer questions.

BOA Agenda Item Form



Date Submitted: January 26, 2023

Agenda Date Requested: February 2, 2023

Project/Proposal Title: CONSIDER ACTION REGARDING MEMBERSHIP OF THE SALADO PARKS ADVISORY BOARD

Funds Required:
Funds Available:

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda by Aldermen John Cole to allow board members to discuss and consider action regard membership of the Salado Parks Advisory Board.