

Village Of Salado



REGULAR BOARD OF ALDERMEN
MEETING SALADO MUNICIPAL BUILDING
301 N. STAGECOACH, SALADO, TEXAS
July 18, 2024, 6:30 P.M.

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

www.youtube.com/@VillageofSalado



Join the meeting 5 minutes before posted start time.

AGENDA

<u>CALL TO ORDER</u>	JULY 18, 2024, AT 6:30 P.M.
<u>CALL OF ROLL</u>	VILLAGE SECRETARY
<u>INVOCATION</u>	MAYOR BERT HENRY

PLEDGE OF ALLEGIANCE / SALUTE TO THE TEXAS FLAG

1. PUBLIC COMMENTS

THE BOARD OF ALDERMEN WELCOMES COMMENTS FROM CITIZENS ON ISSUES AND ITEMS OF CONCERN NOT ON THE AGENDA. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AND OBSERVE A FIVE (5) MINUTE TIME LIMIT WHEN ADDRESSING THE BOARD. SPEAKERS WILL HAVE ONE (1) OPPORTUNITY TO SPEAK DURING THIS TIME-PERIOD. SPEAKERS DESIRING TO SPEAK ON AN AGENDA ITEM WILL BE ALLOWED TO SPEAK WHEN THE AGENDA ITEM IS CALLED. INQUIRIES ABOUT MATTERS NOT LISTED ON THE AGENDA WILL EITHER BE DIRECTED TO STAFF OR PLACED ON A FUTURE AGENDA FOR ALDERMEN CONSIDERATION.

2. RECOGNITION

- (A) PRESENTATION OF LIFESAVING AWARD TO POLICE OFFICER EDWARD FERDIN

3. PRESENTATION

- (A) REPORT ON THE INTERNATIONAL MAKE MUSIC DAY EVENT

4. CONSENT AGENDA

- (A) APPROVAL OF MINUTES OF JULY 2, 2024, SPECIAL BOARD OF ALDERMAN MEETING
- (B) APPROVAL OF FINANCIAL REPORTS ENDING JUNE 30, 2024
- (C) ACKNOWLEDGE RECEIPT OF PETITION FOR RELEASE FROM VILLAGE OF SALADO EXTRATERRITORIAL JURISDICTION FROM JANET MAY KENNEDY

BEING A 27.219 ACRE TRACT OF LAND SITUATED IN THE RHODA COPELAND SURVEY, ABSTRACT NO. 1140, BELL COUNTY, TEXAS AND BEING A PART OR PORTION OF THAT CERTAIN 81.53 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED SEPTEMBER 9, 1975 FROM MRS. R. P. TILLERY AND SON, PRESTON JAMES TILLERY AND HIS WIFE, SUZAN ANN TILLERY TO W. T. FOUNTAIN AND WIFE, MRS. W. T. FOUNTAIN AND BEING OF RECORD IN VOLUME 1346, PAGE 681, DEED RECORDS OF BELL COUNTY, TEXAS.

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

6. **STATUS REPORTS**

- (A) VILLAGE ADMINISTRATOR'S REPORT
 - INTRODUCTION OF NEW CITY PLANNER, GINA PENCE
 - SALES TAX COLLECTIONS
- (B) POLICE CHIEF STATUS REPORT
 - CALLS FOR SERVICE
 - LICENSE PLATE READER PROGRAM UPDATE
 - DEPARTMENT UPDATE
- (C) TOURISM DEPARTMENT REPORT
 - SALADO MARKETING ACTIVITIES
 - VISITOR'S CENTER ACTIVITIES
 - UPCOMING EVENTS

7. **DISCUSSION AND POSSIBLE ACTION**

- (A) DISCUSS AND POSSIBLE ACTION ON APPROVAL OF AN AUDIT ENGAGEMENT LETTER WITH ARMSTRONG, VAUGHAN & ASSOCIATES, P.C., IN THE AMOUNT OF \$15,900.00.
- (B) DISCUSS AND POSSIBLE ACTION ON APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF SALADO AND BELL COUNTY PERTAINING TO THE SALADO CENTER DEVELOPMENT.
- (C) DISCUSS AND POSSIBLE ACTION ON APPROVAL OF THE CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT WITH TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL.
- (D) DISCUSS AND POSSIBLE ACTION ON RATIFYING APPROVAL OF MAYOR BERT HENRY'S NOMINATION TO SERVE AS THE SMALL AND RURAL REPRESENTATIVE ON THE KILLEEN-TEMPLE METROPOLITAN PLANNING ORGANIZATION TECHNICAL ADVISORY COMMITTEE FOR THE REMAINDER OF THE FISCAL YEAR 2024 TERM ENDING SEPTEMBER 30, 2024, AND FISCAL YEAR 2025 TERM BEGINNING ON OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025.

ADJOURNMENT

NOTE

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

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Salado Municipal Building on July 15, 2024, by 5:00 p.m.

Debra Bean

Debra Bean, City Secretary

The Village of Salado is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact Debra Bean, City Secretary at 254-947-5060 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices may utilize the statewide Relay Texas Program at 1-800-735-2988.

BOA Agenda Item # 2



Date Submitted:
Agenda Date Requested: July 15, 2024

Agenda Item:
RECOGNITION

Council Action Requested:
Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

2. RECOGNITION

(A) PRESENTATION OF LIFESAVING AWARD TO POLICE OFFICER EDWARD FERDIN

BOA Agenda Item # 3



Date Submitted:
Agenda Date Requested: July 15, 2024

Agenda Item:
PRESENTATION

Council Action Requested:
Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

3. PRESENTATION

(A) REPORT ON THE INTERNATIONAL MAKE MUSIC DAY EVENT

BOA Agenda Item # 4



Date Submitted:

Agenda Date Requested: July 15, 2024

Agenda Item:

CONSENT AGENDA - ITEMS 4A-4C

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

4. CONSENT AGENDA

(A) APPROVAL OF MINUTES OF JULY 2, 2024, SPECIAL BOARD OF ALDERMAN MEETING

(B) APPROVAL OF FINANCIAL REPORTS ENDING JUNE 30, 2024

(C) ACKNOWLEDGE RECEIPT OF PETITION FOR RELEASE FROM VILLAGE OF SALADO EXTRATERRITORIAL JURISDICTION FROM JANET MAY KENNEDY

BEING A 27.219 ACRE TRACT OF LAND SITUATED IN THE RHODA COPELAND SURVEY, ABSTRACT NO. 1140, BELL COUNTY, TEXAS AND BEING A PART OR PORTION OF THAT CERTAIN 81.53 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED SEPTEMBER 9, 1975 FROM MRS. R. P. TILLERY AND SON, PRESTON JAMES TILLERY AND HIS WIFE, SUZAN ANN TILLERY TO W. T. FOUNTAIN AND WIFE, MRS. W. T. FOUNTAIN AND BEING OF RECORD IN VOLUME 1346, PAGE 681, DEED RECORDS OF BELL COUNTY, TEXAS.

**Village of Salado-General Fund
 Balance Sheet
 As of June 30, 2024**

	Jun 30, 24
ASSETS	
Current Assets	
Checking/Savings	
1002 · Horizon GF Operating xxx8101	362,096.68
1003 · Horizon Payroll xxx9962	50,034.20
1004 · Horizon Forfeiture xxx3514	6,527.06
1006 · Horizonx1297AllAbilitiesPlaygro	508.23
1099 · Petty Cash	100.00
Total Checking/Savings	419,266.17
Other Current Assets	
1100 · Investments	
1120 · TexPool	4,804.75
Total 1100 · Investments	4,804.75
1200 · Other receivables	
1213 · Credit Card Payments Receivable	1,296.41
1215 · Property Tax Receivable	15,546.68
1217 · Franchise Fee Receivable	37,406.04
1218 · Sales Tax Receivable	140,223.86
1219 · Mixed Beverage Receivable	6,178.69
Total 1200 · Other receivables	200,651.68
1205 · Due To/From Other Funds	
1224 · Due From WW Operations	567,875.76
Total 1205 · Due To/From Other Funds	567,875.76
1600 · Prepaid Expenses	1,779.15
Total Other Current Assets	775,111.34
Total Current Assets	1,194,377.51
Fixed Assets	
1700 · Land	45,576.83
1705 · Building	384,593.71
1730 · Machinery & Equipment	599,516.34
1740 · Infrastructure	1,851,720.70
1799 · Accumulated Depreciation	-998,344.26
Total Fixed Assets	1,883,063.32
Other Assets	
1800 · Construction in Progress	239,571.84
Total Other Assets	239,571.84
TOTAL ASSETS	3,317,012.67
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	40,363.13
Other Current Liabilities	
2050 · Accrued Wages	17,332.84
2100 · Payroll Liabilities	13,769.23
2300 · Unearned ARPA Grant Revenue	0.00
2301 · Development Escrows	945,625.08
2302 · Sanctuary PID Escrow	51,170.50
2700 · Deferred Revenue	
2704 · Deferred Revenue - Ad Valorem	13,795.67
Total 2700 · Deferred Revenue	13,795.67

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07/12/24

Accrual Basis

**Village of Salado-General Fund
Balance Sheet
As of June 30, 2024**

	<u>Jun 30, 24</u>
2899 · Reserved-LTPDF TruancyPrevF...	2,767.99
2900 · Reserved- Security Fee	4,336.99
2861 · Reserved Child Safety Fee	4,931.29
2862 · Reserved- Technology Fund	7,516.21
2864 · Reserved- Opioid Abatement	1,203.73
Total Other Current Liabilities	<u>1,062,449.53</u>
Total Current Liabilities	<u>1,102,812.66</u>
Total Liabilities	1,102,812.66
Equity	
3110 · Investments in Fixed Assets	2,122,635.16
32000 · Retained Earnings	979,752.29
Net Income	-888,187.44
Total Equity	<u>2,214,200.01</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,317,012.67</u></u>

**Village of Salado-General Fund
 Profit & Loss Budget Performance
 October 2023 through June 2024**

	Oct '23 - Jun 24	Annual Budget	% of Budget
Ordinary Income/Expense			
Income			
4000 · GENERAL FUND REVENUE			
4100 · Tax Revenue			
4115 · Property Taxes	656,564.51	517,826.30	126.79%
4120 · Sales Tax Earned	642,539.97	850,000.00	75.59%
4130 · Mixed Beverages	32,474.52	40,000.00	81.19%
Total 4100 · Tax Revenue	1,331,579.00	1,407,826.30	94.58%
4150 · Franchise Fees			
4160 · Electric Franchise	124,266.26	140,000.00	88.76%
4165 · Telephone Franchise	6,347.03	23,000.00	27.6%
4170 · Waste Disposal Franchise Fee	11,319.41	30,000.00	37.73%
4175 · Cable Franchise	21,432.54	32,000.00	66.98%
4180 · Water Franchise	32,620.13	43,000.00	75.86%
Total 4150 · Franchise Fees	195,985.37	268,000.00	73.13%
4200 · Licenses, Permits, and Fees			
4210 · Sign Permit / Misc	650.00	500.00	130.0%
4215 · Service Fees (Burn)	220.00	250.00	88.0%
4216 · Service Fees (Itinerant Vendor)	2,675.00	2,000.00	133.75%
4230 · Building Permit Fees	101,267.03	120,000.00	84.39%
4260 · Certificate of Occupancy	1,210.00	5,000.00	24.2%
4270 · Contractor Registration	6,800.48	12,000.00	56.67%
Total 4200 · Licenses, Permits, and Fees	112,822.51	139,750.00	80.73%
4300 · Service Fees			
4310 · Subdiv/Plats/Waivers/Exceptions	12,130.00	38,500.00	31.51%
4315 · Zoning/Variances	500.00	1,200.00	41.67%
4320 · Pace Park Rental Fees	3,287.00	3,500.00	93.91%
4330 · LEOSE	0.00	910.00	0.0%
4340 · Crash Report Fees	324.10	250.00	129.64%
Total 4300 · Service Fees	16,241.10	44,360.00	36.61%
4700 · Investment and other income			
4780 · Interest Income	11,939.07	9,300.00	128.38%
4790 · Other Income	79,502.01	50,000.00	159.0%
Total 4700 · Investment and other income	91,441.08	59,300.00	154.2%
4400 · Fines and Forfeitures	37,972.33	62,500.00	60.76%
Total 4000 · GENERAL FUND REVENUE	1,786,041.39	1,981,736.30	90.13%
Total Income	1,786,041.39	1,981,736.30	90.13%
Expense			
GENERAL FUND EXPENDITURES			
5000 · ADMINISTRATION DEPARTMENT			
5100 · Personnel Services			
5101 · Village Administrator Salary	124,873.27	150,000.00	83.25%

**Village of Salado-General Fund
Profit & Loss Budget Performance
October 2023 through June 2024**

	Oct '23 - Jun 24	Annual Budget	% of Budget
5102 · City Secretary Salary	41,225.74	74,500.00	55.34%
5103 · Assistant Village Administrator	37,036.50	80,080.00	46.25%
5104 · Receptionist Salary	8,898.75	21,000.00	42.38%
5121 · Payroll Tax- MC Admin	3,026.37	5,071.78	59.67%
5122 · Payroll Tax- SS Admin	12,940.29	21,686.23	59.67%
5123 · Payroll Tax- TWC Admin	367.68	45.00	817.07%
5126 · TMRS Contributions- Admin	21,306.74	23,567.29	90.41%
5127 · Health Care- Admin	24,510.02	37,013.82	66.22%
5128 · Pay Comparability Adjustment	2,000.00	2,000.00	100.0%
Total 5100 · Personnel Services	276,185.36	414,964.12	66.56%
5200 · Services			
5201 · Meeting Expense	2,461.18	250.00	984.47%
5202 · Bell Co Health Svcs Contracts	5,994.00	6,500.00	92.22%
5203 · Printing Expense	364.00	500.00	72.8%
5204 · Telephone	2,425.59	3,750.00	64.68%
5205 · Equipment - Leased / Rented	2,832.19	3,909.15	72.45%
5206 · Interest Exp/Bank Fees	917.43	750.00	122.32%
5207 · BELLCAD	15,322.26	12,100.00	126.63%
5208 · Board of Aldermen Expenses	177.60		
5214 · Utilities	4,984.86	6,126.12	81.37%
5215 · Janitorial	2,583.00	2,844.00	90.82%
Total 5200 · Services	38,062.11	36,729.27	103.63%
5216 · Professional Fees			
5216-3 · Profess Fees - Accounting	50,850.00	52,100.00	97.6%
5216-4 · Profess Fees - Inspections	65,378.19	98,407.99	66.44%
5216-5 · Profess. Fees - Legal	50,440.88	42,500.00	118.68%
Total 5216 · Professional Fees	166,669.07	193,007.99	86.35%
5300 · Other Services & Charges			
5301 · Election Expenses	4,470.51	4,650.00	96.14%
5304 · Office Supplies	5,765.83	4,000.00	144.15%
5305 · Postage	1,129.62	3,000.00	37.65%
5306 · Building Supplies	0.00	250.00	0.0%
5307 · Building & Equipment - R & M	629.50	1,500.00	41.97%
5309 · Website	2,783.34	3,100.00	89.79%
5310 · Public Notices	1,478.00	2,000.00	73.9%
5311 · Insurance (TML Property & GL)	58,545.30	50,000.00	117.09%
5312 · Dues and Subscriptions	1,986.84	2,500.00	79.47%
5313 · Training & Travel	238.30	500.00	47.66%
5319 · Technology	18,653.30	25,000.00	74.61%
5320 · Special Projects	27,137.03	65,833.20	41.22%
Total 5300 · Other Services & Charges	122,817.57	162,333.20	75.66%
5400 · Capital Outlay			

**Village of Salado-General Fund
Profit & Loss Budget Performance
October 2023 through June 2024**

	Oct '23 - Jun 24	Annual Budget	% of Budget
5401 · Equipment (IT)	4,595.00	4,000.00	114.88%
Total 5400 · Capital Outlay	4,595.00	4,000.00	114.88%
Total 5000 · ADMINISTRATION DEPARTMENT	608,329.11	811,034.58	75.01%
5500 · DEVELOPMENT SERVICES DEPARTMENT			
5501 · Personnel Services			
5502 · Permit Clerk Salary	32,814.90	44,561.92	73.64%
5503 · Payroll Tax- MC Dev Svcs	475.81	646.15	73.64%
5504 · Payroll Tax- SS Dev Svcs	2,034.52	2,762.84	73.64%
5505 · Payroll Tax- TWC Dev Svcs	118.02	9.00	1,311.33%
5506 · TMRS Contributions- Dev Svcs	3,369.89	2,825.23	119.28%
5507 · Health Care- Dev Svcs	8,875.06	10,575.44	83.92%
Total 5501 · Personnel Services	47,688.20	61,380.58	77.69%
5600 · Other Services & Charges			
5601 · Travel & Training	0.00	500.00	0.0%
Total 5600 · Other Services & Charges	0.00	500.00	0.0%
5700 · Professional Fees			
5701 · General Engineering	29,956.40	30,000.00	99.86%
5702 · Zoning/Annexation	3,750.00	5,000.00	75.0%
5703 · Engineering- Plat Review	51,762.14	35,000.00	147.89%
Total 5700 · Professional Fees	85,468.54	70,000.00	122.1%
Total 5500 · DEVELOPMENT SERVICES DEPARTMENT	133,156.74	131,880.58	100.97%
6000 · PUBLIC SAFETY DEPARTMENT			
6200 · Police Department			
6201 · Personnel Services			
6202 · Salary - Chief of Police	74,945.50	103,000.00	72.76%
6203 · Salary- Sergeant	51,312.00	66,560.00	77.09%
6204 · Salary / Wages - Officers	198,992.00	334,600.00	59.47%
6205 · Officers - Overtime	11,977.81	10,000.00	119.78%
6206 · Longevity & Certif Pay	5,923.00	10,915.08	54.26%
6207 · Payroll Tax- MC PD	4,897.11	7,613.59	64.32%
6208 · Payroll Tax- SS PD	20,938.74	32,554.65	64.32%
6209 · Payroll Tax- TWC PD	930.62	90.00	1,034.02%
6210 · TMRS Contributions- PD	35,653.52	33,289.76	107.1%
6211 · Health Care- PD	60,528.21	84,603.52	71.54%
Total 6201 · Personnel Services	466,098.51	683,226.60	68.22%
6212 · Services			
6213 · Telephone	5,582.34	11,333.00	49.26%
6214 · Utilities	3,150.97	4,000.00	78.77%
6215 · Janitorial	1,350.00	1,800.00	75.0%
6215.1 · Technology- PD	31,206.86	50,000.00	62.41%
Total 6212 · Services	41,290.17	67,133.00	61.51%
6216 · Other Services & Charges			

**Village of Salado-General Fund
Profit & Loss Budget Performance
October 2023 through June 2024**

	Oct '23 - Jun 24	Annual Budget	% of Budget
6217 · Ammunition	1,739.45	2,000.00	86.97%
6218 · Crime Prevention Supplies	0.00	3,000.00	0.0%
6219 · Auto Expenses	25,895.40	42,500.00	60.93%
6220 · Supplies	4,070.38	8,000.00	50.88%
6221 · Equipment Maintenance & Repair	300.81	1,000.00	30.08%
6222 · Building R & M	0.00	500.00	0.0%
6223 · Dues & Subscriptions	5,912.50	8,500.00	69.56%
6224 · Animal Control	840.00	2,500.00	33.6%
6224.1 · Travel & Training	2,697.82	1,500.00	179.86%
Total 6216 · Other Services & Charges	41,456.36	69,500.00	59.65%
6225 · Police - Capital Outlay			
6226 · Capital Outlay- PD Vehicles	146,310.10	97,045.05	150.77%
6227 · Capital Outlay- PD Equipment	7,621.86	12,500.00	60.98%
6228 · Cap O/L- Vehicle Rplcmnt Prgrm	0.00	5,000.00	0.0%
6229 · Capital Outlay- IT	0.00	15,000.00	0.0%
Total 6225 · Police - Capital Outlay	153,931.96	129,545.05	118.83%
Total 6200 · Police Department	702,777.00	949,404.65	74.02%
6500 · Municipal Court			
6550 · Professional Fees			
6551 · Judicial Services	7,200.00	11,000.00	65.46%
6552 · Prosecutor	11,192.86	18,900.00	59.22%
Total 6550 · Professional Fees	18,392.86	29,900.00	61.52%
6570 · Other Services & Charges			
6571 · Supplies	165.00	250.00	66.0%
6573 · Dues and Subscriptions	2,778.11	2,500.00	111.12%
6575 · Travel and Training	0.00	1,000.00	0.0%
Total 6570 · Other Services & Charges	2,943.11	3,750.00	78.48%
Total 6500 · Municipal Court	21,335.97	33,650.00	63.41%
Total 6000 · PUBLIC SAFETY DEPARTMENT	724,112.97	983,054.65	73.66%
7000 · PUBLIC WORKS DEPARTMENT			
7001 · Personnel Services			
7002 · Wages- Maintenance Worker	26,571.92	36,168.70	73.47%
7004 · Maintenance Worker- Overtime	4,487.50	2,500.00	179.5%
7005 · Payroll Tax- MC Maint	448.88	560.70	80.06%
7006 · Payroll Tax- SS Maint	1,919.31	2,397.46	80.06%
7007 · Payroll Tax- TWC Maint	115.98	9.00	1,288.67%
7008 · TMRS Contributions- Maint	3,270.13	2,451.60	133.39%
7009 · Healthcare- Maintenance	8,541.00	10,575.44	80.76%
Total 7001 · Personnel Services	45,354.72	54,662.90	82.97%
7015 · Other Services & Charges			
7016 · Maint- Uniforms and Boots	679.90	1,500.00	45.33%
7017 · Telephone	416.76	1,500.00	27.78%

**Village of Salado-General Fund
Profit & Loss Budget Performance
October 2023 through June 2024**

	Oct '23 - Jun 24	Annual Budget	% of Budget
Total 7015 · Other Services & Charges	1,096.66	3,000.00	36.56%
Total 7000 · PUBLIC WORKS DEPARTMENT	46,451.38	57,662.90	80.56%
8000 · PARKS DEPARTMENT			
8001 · Services			
8002 · Utilities	5,775.60	2,500.00	231.02%
Total 8001 · Services	5,775.60	2,500.00	231.02%
8010 · Other Services & Charges			
8011 · Supplies	3,516.94	5,000.00	70.34%
8014 · Contract Services	5,035.00	7,500.00	67.13%
Total 8010 · Other Services & Charges	8,551.94	12,500.00	68.42%
8030 · Capital Outlay- Parks	0.00	30,000.00	0.0%
Total 8000 · PARKS DEPARTMENT	14,327.54	45,000.00	31.84%
9000 · STREET DEPARTMENT			
9001 · Other Services & Charges			
9002 · Contract Services	43,364.23	110,000.00	39.42%
9003 · Signage	131.68	5,000.00	2.63%
9004 · Auto Expense	612.09	500.00	122.42%
9006 · Street Supplies	15,951.36	7,500.00	212.69%
Total 9001 · Other Services & Charges	60,059.36	123,000.00	48.83%
9050 · Services			
9051 · Utilities	15,797.86	25,000.00	63.19%
Total 9050 · Services	15,797.86	25,000.00	63.19%
9500 · Capital Outlay			
9501 · Capital Outlay- Streets	507,887.09	200,000.00	253.94%
9503 · Capital Outlay- Other (City Hall Design)	33,811.50		
Total 9500 · Capital Outlay	541,698.59	200,000.00	270.85%
Total 9000 · STREET DEPARTMENT	617,555.81	348,000.00	177.46%
Total GENERAL FUND EXPENDITURES	2,143,933.55	2,376,632.71	90.21%
Total Expense	2,143,933.55	2,376,632.71	90.21%
Net Ordinary Income	-357,892.16	-394,896.41	90.63%
Other Income/Expense			
Other Income			
97500 · Use of Fund Balance	0.00	384,846.41	0.0%
97501 · Use of Hotel Occupancy Tax Fund	0.00	10,050.00	0.0%
Total Other Income	0.00	394,896.41	0.0%
Other Expense			
98000 · Transfers Out			
98007 · Xfer to All Abil. PG Fund	530,295.28		
Total 98000 · Transfers Out	530,295.28		
Total Other Expense	530,295.28		
Net Other Income	-530,295.28	394,896.41	-134.29%
Net Income	-888,187.44	0.00	100.0%

9:49 AM
07/12/24
Accrual Basis

Village of Salado-General Fund Check Listing As of June 30, 2024

Date	Num	Name	Memo	Amount
06/03/2024	Draft	Cirro Energy	Utilities: Electric	76.10
06/06/2024	5054	Bickerstaff Heath Delgado Acosta LLP	Professional Fees: Legal	12,253.00
06/06/2024	5055	Bureau Veritas	Inspection Services	5,458.94
06/06/2024	5056	Johnson Bros. Ford	PD Vehicle Repairs	387.34
06/06/2024	5057	Kristi Stegall	Professional Fees: Accounting May 2024	4,200.00
06/06/2024	5058	Landscape Designs and Lawn Care	Contract Services- Mowing	5,107.25
06/06/2024	5059	Salado Water Supply Corporation	Utilities: Water	162.30
06/10/2024	Draft	Cirro Energy	Utilities: Electric	20.42
06/10/2024	5060	Chiefs Pursuit Surplus	21 Chev Tahoe VINx3093	54,448.94
06/10/2024	5061	Extraco Technology	Monthly IT Support, Cybersecurity Monitoring	2,007.00
06/10/2024	5062	Fuelman	Fuel Purchases	1,777.79
06/10/2024	5063	Johnson Bros. Ford	PD Vehicle Repairs	147.80
06/10/2024	5064	MRB Group	Professional Fees: Engineering	53,923.53
06/10/2024	5065	Tex 28 Apparel LLC	Apparel- BOA	57.60
06/10/2024	5066	The Police and Sheriffs Press	PD Supplies: ID Card- Gatewood	17.60
06/10/2024	5067	Verizon Wireless	Village Cell Phones	604.08
06/10/2024	5068	City of Temple	BPOC Tuition: M. Tribout- Temple Police Academy	400.00
06/13/2024	5069	Russell Caplan	Refund Burn Permit	20.00
06/17/2024	Draft	Card Service Center	April Credit Card Transactions	10,359.94
06/18/2024	Draft	Guardian	Employee Dental/Vision Premiums	559.10
06/18/2024	Draft	Blue Cross and Blue Shield of Texas	Employee Health Care Monthly Premiums- July '24	13,339.36
06/18/2024	Draft	Standard Insurance Company RC	Employee Life/AD&D	571.64
06/20/2024	5080	Andrew Ferrari	Refund Contractor Registration- Electrical Not Required	279.52
06/20/2024	5081	Blackhill Roofing Systems	Refund Permit Paid in Error	202.83
06/20/2024	5071	Belson Outdoors	Benches	3,266.94
06/20/2024	5072	Eagle Disposal	Utilities: Waste Disposal	112.50
06/20/2024	5073	Grande Communications Network LLC	Telephone/Internet	224.48
06/20/2024	5074	GT Distributors	PD Supplies	490.82
06/20/2024	5075	Jani-King of Austin	Window & Carpet Cleaning 5/25/24	450.00
06/20/2024	5076	Keith's Ace Hardware	R&M Supplies	912.75
06/20/2024	5077	Kelly Wisniewski	Contract Labor- 30 Hours, \$15/hr	450.00
06/20/2024	5078	Lone Star Grading & Materials	Salado School Road @ West Village	7,961.31
06/20/2024	5079	MRB Group	Professional Fees: Engineering	28,344.84
06/24/2024	5082	All American Landscape	Contract Services- Mowing	400.00
06/24/2024	5083	AnnamLife, LLC	Live Stream Technician for BOA Mtg 6/6/24	400.00
06/24/2024	5084	Clifford Lee Coleman	Judicial Services for June 2024	800.00
				<u>210,195.72</u>
				<u>210,195.72</u>

10:05 AM

07/12/24

Accrual Basis

Village of Salado, Hotel-Motel Fund
Balance Sheet
As of June 30, 2024

	<u>Jun 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1005 · Horizon Operating xxx0314	341,199.45
Total Checking/Savings	341,199.45
Other Current Assets	
1200 · AR Taxes	33,828.90
1100 · Investments	
1120 · TexPool	5,755.66
Total 1100 · Investments	5,755.66
1500 · Petty Cash	100.00
Total Other Current Assets	39,684.56
Total Current Assets	380,884.01
TOTAL ASSETS	380,884.01
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2050 · Accrued Wages	1,980.68
2400 · Reserve For Trolley Proj...	6,675.00
Total Other Current Liabilities	8,655.68
Total Current Liabilities	8,655.68
Total Liabilities	8,655.68
Equity	
32000 · Retained Earnings	350,647.75
Net Income	21,580.58
Total Equity	372,228.33
TOTAL LIABILITIES & EQUITY	380,884.01

Village of Salado, Hotel-Motel Fund
Profit & Loss Budget Performance
October 2023 through June 2024

	Oct '23 - Jun 24	Annual Budget	% of Budget
Ordinary Income/Expense			
Income			
4000 · HOT FUND REVENUE			
4100 · County Hotel Occupancy Tax	0.00	4,000.00	0.0%
4200 · Occupancy Tax	200,589.67	260,000.00	77.15%
4300 · Other Income	2,694.81		
Total 4000 · HOT FUND REVENUE	203,284.48	264,000.00	77.0%
Total Income	203,284.48	264,000.00	77.0%
Expense			
5000 · HOT FUND EXPENDITURES			
5001 · Personnel Services			
5002 · Salary- Marketing Specialist	39,665.85	54,335.00	73.0%
5003 · Wages- Visitors Ctr Coordinator	21,021.96	36,056.59	58.3%
5004 · Payroll Tax- MC	831.40	1,310.68	63.43%
5005 · Payroll Tax- SS	3,554.93	5,604.28	63.43%
5006 · Payroll Tax- TWC	351.28	18.00	1,951.56%
5007 · TMRS Contribution	5,523.93	5,730.83	96.39%
5008 · Health Care	17,457.26	21,150.88	82.54%
Total 5001 · Personnel Services	88,406.61	124,206.26	71.18%
5050 · Other Charges & Services			
5051 · Lease- Visitors Center	13,653.00	18,204.00	75.0%
5052 · Marketing	61,390.48	100,000.00	61.39%
5053 · Office Supplies	1,481.80	500.00	296.36%
5054 · Arts- Cultural District	6,000.00	20,000.00	30.0%
5054.1 · Music Friendly Program	1,341.43	10,000.00	13.41%
5055 · Printing	122.00	3,500.00	3.49%
5056 · Postage	28.48	1,500.00	1.9%
5057 · Dues & Subscriptions	3,405.00	2,500.00	136.2%
5058 · Travel & Training	2,316.94	5,000.00	46.34%
5059 · Vehicle Maintenance	7.00	1,000.00	0.7%
5061 · Community Grant Program	0.00	10,000.00	0.0%
Total 5050 · Other Charges & Services	89,746.13	172,204.00	52.12%
5100 · Capital Outlay			
5110 · Capital Outlay- Equipment	3,551.16	4,000.00	88.78%
Total 5100 · Capital Outlay	3,551.16	4,000.00	88.78%
Total 5000 · HOT FUND EXPENDITURES	181,703.90	300,410.26	60.49%
Total Expense	181,703.90	300,410.26	60.49%
Net Ordinary Income	21,580.58	-36,410.26	-59.27%
Other Income/Expense			
Other Income			
98000 · Transfer from HOT Fund Balance	0.00	46,460.26	0.0%
Total Other Income	0.00	46,460.26	0.0%
Other Expense			
99500 · Transfer Out to General Fund	0.00	10,050.00	0.0%
Total Other Expense	0.00	10,050.00	0.0%
Net Other Income	0.00	36,410.26	0.0%
Net Income	21,580.58	0.00	100.0%

10:06 AM
07/12/24
Accrual Basis

Village of Salado, Hotel-Motel Fund
Check Listing
As of June 30, 2024

Date	Num	Name	Memo	Amount
06/03/2024	1954	Extraco Technology	Tourism PC	1,094.00
06/10/2024	1953	AJR Media Group	Digital Media Solutions	9,804.00
06/13/2024	1955	Visit Widget LLC	Website Hosting & Support	409.00
				<u>11,307.00</u>
				<u>11,307.00</u>

10:14 AM
07/12/24
Accrual Basis

Village of Salado- 400 Wastewater System Revenue
Balance Sheet
As of June 30, 2024

	<u>Jun 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	69,357.28
Accounts Receivable	13,087.84
Other Current Assets	
Accounts Receivable- Sewer Conn	14,929.00
Allowance for Doubtful Accounts	<u>-12,025.48</u>
Total Other Current Assets	<u>2,903.52</u>
Total Current Assets	<u>85,348.64</u>
TOTAL ASSETS	<u><u>85,348.64</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	428.81
Other Current Liabilities	
Accrued Interest	11,843.00
Due to General Fund	<u>567,875.76</u>
Total Other Current Liabilities	<u>579,718.76</u>
Total Current Liabilities	<u>580,147.57</u>
Total Liabilities	580,147.57
Equity	
Retained Earnings	-343,690.15
Net Income	<u>-151,108.78</u>
Total Equity	<u>-494,798.93</u>
TOTAL LIABILITIES & EQUITY	<u><u>85,348.64</u></u>

**Village of Salado- 400 Wastewater System Revenue
 Profit & Loss Budget Performance
 October 2023 through June 2024**

	<u>Oct '23 - Jun 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
Monthly Service Fees	193,645.38	307,141.92	63.05%
Interest Income	308.11	40.00	770.28%
Total Income	<u>193,953.49</u>	<u>307,181.92</u>	<u>63.14%</u>
Expense			
Misc	1,370.00	1,460.00	93.84%
Maintenance Contractor	150,282.32	182,401.62	82.39%
Professional Fees- Engineering	37,590.74	5,000.00	751.82%
Repairs	32,013.28	15,000.00	213.42%
Sludge Disposal	0.00	7,500.00	0.0%
Supplies	0.00	25,000.00	0.0%
TCEQ Fees	1,250.00	1,250.00	100.0%
Utilities			
Utilities- Electric	79,649.43	61,950.00	128.57%
Utilities- Water	3,196.00	2,100.00	152.19%
Total Utilities	<u>82,845.43</u>	<u>64,050.00</u>	<u>129.35%</u>
Capital Outlay- GIS Map	39,710.50	31,000.00	128.1%
Total Expense	<u>345,062.27</u>	<u>332,661.62</u>	<u>103.73%</u>
Net Ordinary Income	<u>-151,108.78</u>	<u>-25,479.70</u>	<u>593.06%</u>
Other Income/Expense			
Other Income			
Transfer In	0.00	31,000.00	0.0%
Total Other Income	<u>0.00</u>	<u>31,000.00</u>	<u>0.0%</u>
Net Other Income	<u>0.00</u>	<u>31,000.00</u>	<u>0.0%</u>
Net Income	<u><u>-151,108.78</u></u>	<u><u>5,520.30</u></u>	<u><u>-2,737.33%</u></u>

10:14 AM
07/12/24
Accrual Basis

Village of Salado- 400 Wastewater System Revenue
Check Listing
As of June 30, 2024

Date	Num	Name	Memo	Amount
06/03/2024	100341	Salado Water Supply Corporation	Utilities: Water	149.35
06/03/2024	Draft	Cirro- USR Electrical	Cirro Electric- Waste Water 1414 Royal St. Lift Station	49.31
06/06/2024	100342	CH2MHILL OMI	Contracted Services and Repairs	18,242.02
06/10/2024	100343	Frontier Utilities	Electric Service at 401 S Stagecoach Road Well	44.15
06/24/2024	Draft	Cirro- USR Electrical	Cirro Electric- Waste Water Facilities Accounts	7,955.08
				<u>26,439.91</u>
				<u>26,439.91</u>

10:25 AM

07/12/24

Accrual Basis

Village of Salado- 500 Wastewater Customer Deposits
Balance Sheet
As of June 30, 2024

	<u>Jun 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	14,078.27
Total Current Assets	<u>14,078.27</u>
TOTAL ASSETS	<u><u>14,078.27</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Wastewater Customer Deposits	14,060.00
Total Other Current Liabilities	<u>14,060.00</u>
Total Current Liabilities	<u>14,060.00</u>
Total Liabilities	14,060.00
Equity	
Retained Earnings	-81.39
Net Income	99.66
Total Equity	<u>18.27</u>
TOTAL LIABILITIES & EQUITY	<u><u>14,078.27</u></u>

10:24 AM

07/12/24

Accrual Basis

Village of Salado- 500 Wastewater Customer Deposits
Profit & Loss
October 2023 through June 2024

	<u>Oct '23 - Jun 24</u>
Ordinary Income/Expense	
Income	
Interest Income	<u>99.66</u>
Total Income	<u>99.66</u>
Net Ordinary Income	<u>99.66</u>
Net Income	<u><u>99.66</u></u>

10:25 AM
07/12/24
Accrual Basis

Village of Salado- 500 Wastewater Customer Deposits
Check Listing
As of June 30, 2024

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
(No checks drawn this period)				
				<u>0.00</u>
				<u>0.00</u>

10:31 AM

07/12/24

Accrual Basis

Village of Salado - 700 WW Permanent Improvement Bonds
Balance Sheet
As of June 30, 2024

	<u>Jun 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1002 · Horizon Bond Disbursement x8...	58,257.97
1003 · Horizon '18 Bond Proceeds x92...	321,600.06
1004 · Impact Fees Horizon x8444	26,077.80
Total Checking/Savings	<u>405,935.83</u>
Total Current Assets	405,935.83
Fixed Assets	
1520 · Equipment	5,857.10
1530 · Wastewater Treatment Facility	11270909.77
1531 · Accum Depr- Depreciation WWTP	-1,600,843.73
Total Fixed Assets	<u>9,675,923.14</u>
TOTAL ASSETS	<u>10081858.97</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2900 · Restricted Impact Fees	59,794.35
Total Other Current Liabilities	<u>59,794.35</u>
Total Current Liabilities	59,794.35
Long Term Liabilities	
2502 · '22 Refunding Bonds	6,920,000.00
2503 · Current Portion of Bonds	560,000.00
Total Long Term Liabilities	<u>7,480,000.00</u>
Total Liabilities	7,539,794.35
Equity	
3110 · Investments in Fixed Assets	2,195,923.00
32000 · Unrestricted Net Assets	377,029.09
Net Income	-30,887.47
Total Equity	<u>2,542,064.62</u>
TOTAL LIABILITIES & EQUITY	<u>10081858.97</u>

10:29 AM

Village of Salado - 700 WW Permanent Improvement Bonds

07/12/24

Profit & Loss

Accrual Basis

October 2023 through June 2024

	<u>Oct '23 - Jun 24</u>
Ordinary Income/Expense	
Income	
4400 · Impact Fee Revenue	80,298.00
4100 · Interest Income	<u>3,089.53</u>
Total Income	83,387.53
Expense	
6100 · Return of Impact Fees	<u>114,275.00</u>
Total Expense	114,275.00
Net Ordinary Income	<u>-30,887.47</u>
Net Income	<u><u>-30,887.47</u></u>

10:31 AM
07/12/24
Accrual Basis

Village of Salado - 700 WW Permanent Improvement Bonds
Check Listing
As of June 30, 2024

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
(No checks drawn this period)				
				<u>0.00</u>
				<u>0.00</u>

10:39 AM

07/12/24

Accrual Basis

Village of Salado - 300 Interest and Sinking Fund
Balance Sheet
As of June 30, 2024

	<u>Jun 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	867,549.95
Other Current Assets	
1215 · Property Tax Receivable	<u>20,365.88</u>
Total Other Current Assets	<u>20,365.88</u>
Total Current Assets	<u>887,915.83</u>
TOTAL ASSETS	<u>887,915.83</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2704 · Deferred Revenue- Ad Valorem	<u>18,072.09</u>
Total Other Current Liabilities	<u>18,072.09</u>
Total Current Liabilities	<u>18,072.09</u>
Total Liabilities	18,072.09
Equity	
32000 · Unrestricted Net Assets	123,025.58
Net Income	<u>746,818.16</u>
Total Equity	<u>869,843.74</u>
TOTAL LIABILITIES & EQUITY	<u>887,915.83</u>

**Village of Salado - 300 Interest and Sinking Fund
 Profit & Loss Budget Performance
 October 2023 through June 2024**

	<u>Oct '23 - Jun 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
4000 · Property Tax Revenue	796,545.61	702,120.00	113.45%
4100 · Interest Income	<u>21,332.55</u>	<u>3,400.00</u>	<u>627.43%</u>
Total Income	<u>817,878.16</u>	<u>705,520.00</u>	<u>115.93%</u>
Expense			
6111 · 2022 Bond Principal	0.00	560,000.00	0.0%
6112 · 2022 Bond Interest	<u>71,060.00</u>	<u>142,120.00</u>	<u>50.0%</u>
Total Expense	<u>71,060.00</u>	<u>702,120.00</u>	<u>10.12%</u>
Net Ordinary Income	<u>746,818.16</u>	<u>3,400.00</u>	<u>21,965.24%</u>
Net Income	<u><u>746,818.16</u></u>	<u><u>3,400.00</u></u>	<u><u>21,965.24%</u></u>

10:39 AM
07/12/24
Accrual Basis

Village of Salado - 300 Interest and Sinking Fund
Check Listing
As of June 30, 2024

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
(No checks drawn this period)				
				<u>0.00</u>
				<u>0.00</u>



Ms. Janet Kennedy
9001 FM 2843
Salado, Texas 76571
254.339.8227

May 13, 2024

Mr. Mauel De La Rosa
Administrator
Village of Salado
301 N. Stagecoach Road
Salado, Texas 76571

Re: Kennedy Petition for Release from Extraterritorial Jurisdiction of Village of Salado

Dear Mr. De La Rosa:

1. I, Ms. Janet May Kennedy, sole "Owner" of "Property" at 9001 FM 2843, BellCad Property ID 433074, Geo ID 0632500100, file this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102 to remove the Property from the Extraterritorial Jurisdiction of the Village of Salado. See, Exhibit A, Deed; Exhibit B, Property Map, Exhibit C Affidavit.
2. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from the extraterritorial jurisdiction if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.
3. Owner's Property meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101.
4. As set forth in Exhibit C, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:
 - (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;
 - (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:
 - (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and
 - (B) that has a population greater than 240,000;

13. As required by TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.
14. As required by TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released in Exhibit A, which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit B also includes a map of the land to be released.
15. As required by TEX. LOC. GOV'T CODE § 42.105(a), the Village must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.
16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the extraterritorial jurisdiction of the Village of Salado, the Village must immediately release the area — Owner's Property — from the Village's extraterritorial jurisdiction.
17. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the Village fails to take action to release Owner's Property from the Village's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the Village's governing body that occurs after the 30th day after the date the Village receives this petition, the area — Owner's Property — is released by operation of law.

Sincerely,

Owner Name: Ms. Janet May Kennedy

Janet Kennedy
Signature

Janet Kennedy
Printed Name

Date of Signing: May 28, 2024

Date of Birth: December 18, 1943

Voter Registration Number: 1029652084

County of Voter Registration: McClennan County

Ranch Address: 9001 FM 2843, Saldo, TX 76571

Residence Address: 1401 Royal Oaks Drive, Waco, TX 76710

Attachments:

Exhibit A – Deed

Exhibit B – Property Map

Exhibit C – Affidavit In Support of Petition

- (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:
 - (A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and
 - (B) in a county with a population of more than 2 million;
 - (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or
 - (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.
7. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.
8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of total value of the Property, as indicated by the tax rolls of the Bell County Appraisal District.
9. As required by TX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.
10. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.
11. This Petition contains, in addition to the signature:
 - (A) the signer's printed name,
 - (B) the signer's:
 - (i) date of birth; or
 - (ii) voter registration number, and
 - (iii) county of registration;
 - (C) the signer's residence address; and
 - (D) the date of signing.
12. As required by TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature requirement within 180 days after the date the first signature for the Petition was obtained.

GENERAL WARRANTY DEED

Date: December 29, 2010

Grantor: MARK WILLIAM FOUNTAIN and MELBA FRANCES KATNER

Grantor's Mailing Address: FOUNTAIN, 14 South Holman Way #4H, Golden, CO 80401
KATNER, 47 Lucky Lane, Cannon Island, WA 98282

Grantee: JANET MAY KENNEDY

Grantee's Mailing Address: 100 Skylar Ct., Glen Rose, TX 76043

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration and to partition the property formerly owned by William T. Fountain pursuant to his Last Will and Testament which was probated in Cause No. 20100244 PRA entitled *In the Matter of the Estate of William T. Fountain, Deceased*, in the County Court of McLennan County, Texas.

Property (including any improvements):

BEING a 27.219 acre tract of land situated in the RHODA COPELAND SURVEY, ABSTRACT No. 1140, Bell County, Texas and being a part or portion of that certain 81.53 acre tract of land described in a Warranty Deed dated September 9, 1975 from Mrs. R. P. Tillery and son, Preston James Tillery and his wife, Suzan Ann Tillery to W. T. Fountain and wife, Mrs. W. T. Fountain and being of record in Volume 1346, Page 681, Deed Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 1/2" iron pipe found being the northeast corner (call iron pipe) of said 81.53 acre tract and being the northwest corner (call iron pipe) of that certain 5.00 acre tract of land (Exhibit A) described in a Oil Warranty Deed dated June 7, 1994 from Preston K. Cook and Audie J. Cook to John B. Cook and wife Barlene B. Cook and being of record in Volume 3167, Page 164, Official Public Records of Bell County, Texas and being in the south right-of-way line of Farm to Market Road No. 2843, a publicly maintained roadway, for corner

RECEIVED
JUL 01 2024
BY: _____

Exh A

THE SOUTHERN CORNER OF SAID TRACT BEING THE POINT OF INTERSECTION OF SAID NORTH BOUNDARY LINE WITH THE EAST BOUNDARY LINE OF SAID TRACT AS SHOWN ON THE PLAT OF SAID TRACT.

THENCE N. 18° 12' 20" W., 2650.68 feet to a 1/2" iron rod with cap marked "R153" set for corner.

THENCE S. 70° 04' 14" W., 1341.63 feet to a 1/2" iron rod with cap marked "R153" set for corner.

THENCE S. 70° 04' 14" W., 1341.63 feet to a 1/2" iron rod with cap marked "R153" set for corner.

THENCE N. 70° 04' 14" E., 412.21 feet with said south boundary line (calls S. 70° 04' 14" W., 1341.63 feet) to a 1/2" iron rod with cap marked "R153" set for corner.

THENCE N. 18° 12' 20" W., 2650.68 feet with the east boundary line (calls S. 18° 12' 20" E., 2650.68 feet) of said R153 here tract to the Point of BEGINNING and containing 27.219 acres of land.

Reservations from Conveyance: This conveyance is subject to visible easements, and all easements and restrictions of record in the Deed Records and the Official Public Records of Bell County, Texas, pertaining to the above-described property.

Exceptions to Conveyance and Warranty: Grantor conveys all of the oil, gas and other minerals presently owned by Grantor which have not previously been reserved, saved or excepted by others.

There is no lien, either expressed or implied, created by the exchange of property, which lien is waived and released by Grantor.

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, conveys to Grantee the Property together with all and singular the rights and appurtenances therein in any way belonging to and to hold to Grantee and Grantee's heirs, successors and assigns forever.

JAN 29 2010



Rebecca Blachmer
Notary Public, State of Colorado
MILWAUKEE, WISCONSIN

THE STATE OF COLORADO
COUNTY OF Jefferson

This instrument was acknowledged before me on the 28th day of December
2019 by MARK WILLIAM TOWNFAIN

Rebecca A. Blachmer
Notary Public, State of Colorado
LAB

THE STATE OF TEXAS
COUNTY OF Bell

This instrument was acknowledged before me on the 29th day of December
2019 by MELBA FRANCIS RAYNER



Sue Ellen Lagel
Notary Public, State of Texas

JAN 2 5 2010

EXHIBIT C

AFFIDAVIT OF MS. JANET KENNEDY IN SUPPORT OF
PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE
VILLAGE OF SALADO

Before me, the undersigned authority, on this day personally appeared, Ms. Janet May Kennedy, who under oath stated as follows:

1. My name is Ms. Janet Kennedy. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

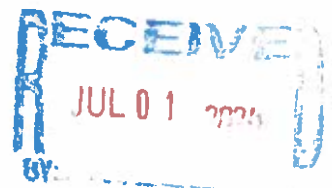
2. I, Ms. Janet Kennedy, am the sole "Owner" of "Property" at 9001 FM 2843, BellCad Property ID 433074, Geo ID 0632500100, files this Petition pursuant to TEX. LOC. GOV'T Code § 42.102 to remove the Property from the Extraterritorial Jurisdiction of the Village of Salado.

4. There is 1 owner of the Property, myself, Ms. Janet May Kennedy.

5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (3) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.01.17, at which an active training program is conducted, and (h) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV't CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

6. I swear that the Petition contains my valid and true (1) signature, (2) printed name, (3) date of birth; voter registration number; county of voter registration, (4) residence address, and (5) date of which I signed such Petition.



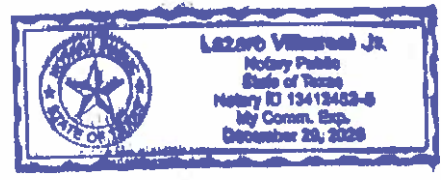
7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE §42.104(b) within 180 days following the date the first signature for the petition was obtained.

Janet May Kennedy
Ms. Janet May Kennedy

Sworn and subscribed to before me on this the 28 day of May 2024.

[Signature]
Notary Public for the State of Texas

Date: 5-28-2024



BOA Agenda Item # 6A



Date Submitted:

Agenda Date Requested: July 15, 2024

Agenda Item:

STATUS REPORTS: CITY ADMINISTRATOR REPORT

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

6. STATUS REPORTS

(A) VILLAGE ADMINISTRATOR'S REPORT

- INTRODUCTION OF NEW CITY PLANNER, GINA PENCE
- SALES TAX COLLECTIONS

VILLAGE ADMINISTRATOR'S REPORT

- **INTRODUCTION OF NEW CITY PLANNER – GINA PENCE**
- **SALES TAX COLLECTIONS**
(REPRESENTING MAY OF EACH RESPECTIVE YEAR)

JUNE 2024: \$67,450

JUNE 2023: \$67,257

JUNE 2022: \$66,018

BOA Agenda Item # 6B



Date Submitted:
Agenda Date Requested: July 15, 2024

Agenda Item:
STATUS REPORTS: POLICE CHIEF REPORT

Council Action Requested:
Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

6. STATUS REPORTS

(B) POLICE CHIEF STATUS REPORT

- CALLS FOR SERVICE
- LICENSE PLATE READER PROGRAM UPDATE
- DEPARTMENT UPDATE

BOA Agenda Item # 6C



Date Submitted:

Agenda Date Requested: July 15, 2024

Agenda Item:

**STATUS REPORTS: TOURISM
DEPARTMENT REPORT**

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

6. STATUS REPORTS

(C) TOURISM DEPARTMENT REPORT

- SALADO MARKETING ACTIVITIES
- VISITOR'S CENTER ACTIVITIES
- UPCOMING EVENTS



TOURISM MARKETING REPORT

Engagement Metrics - June 2024

Visit Salado Website:

Users: 169

Sessions: 164

Page Views: 1,218

iOS Downloads: 15

Android Downloads: 5

Visitor Center:

June - 252

Upcoming Events:

Click on our QR code and download our VisitWidget app for a listing of all events:



visitsaladotexas.com

BOA Agenda Item # 7A



Date Submitted:
Agenda Date Requested: July 15, 2024

Agenda Item:
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:
Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

- (A) DISCUSS AND POSSIBLE ACTION ON APPROVAL OF AN AUDIT ENGAGEMENT LETTER WITH ARMSTRONG, VAUGHAN & ASSOCIATES, P.C., IN THE AMOUNT OF \$15,900.00.



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

June 24, 2024

Village of Salado, Texas

You have requested that we audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of Village of Salado, Texas, as of September 30, 2024, and for the year then ended and the related notes to the financial statements, which collectively comprise Village of Salado, Texas' basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2024 (if necessary based on federal expenditures and if an examination is not selected). We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting standards generally accepted in the United States of America require that required supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison information, be presented to supplement the Village of Salado, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Salado, Texas RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule – General Fund and any Major Special Revenue Funds with legally adopted budgets
- 3) Schedules of Liabilities and Contributions - Pension and Other Post-employment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining Balance Sheet and Statements of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds
- 2) Comparative Balance Sheets and Statements of Revenues, Expenditures and Changes in Fund Balances – Major Funds

Schedule of Expenditures of Federal Awards (If Necessary)

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and, in accordance with Government Auditing Standards,

we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Village's basic financial statements. Our report will be addressed to the governing body of Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance (if necessary)

Our audit of the Village's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant

agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance

- received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
 7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
 8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
 9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
 10. For taking prompt action when instances of noncompliance are identified;
 11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
 12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
 13. For submitting the reporting package and data collection form to the appropriate parties;
 14. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
 15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
 16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
 20. For the accuracy and completeness of all information provided;
 21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information

and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform:

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by the Village's management.
- Assistance with depreciation schedule
- Prepare a draft annual report for review by the Village's management.

We will not assume management responsibilities on behalf of the Village. However, we will provide advice and recommendations to assist management of the Village in performing its responsibilities.

The Village's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Fees and Timing

We anticipate conducting fieldwork in January and preparing draft reports for management's review in January.

Phil Vaughan is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Armstrong, Vaughan & Associates, P.C.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for the financial statement audit services will be \$15,900. Should a single audit be required, additional fees will be \$4,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Village of Salado, Texas' personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and

you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Armstrong, Vaughan & Associates, P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Armstrong, Vaughan & Associates, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Village Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes, before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

We appreciate the opportunity to be of service to the Village of Salado, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,



Armstrong, Vaughan & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the Village of Salado, Texas.

By: _____

Title: _____ Date: _____



WILF & HENDERSON, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Member of American Institute of Certified Public Accountants
Member of Private Company Practice Section
Member of AICPA Governmental Audit Quality Center

Report on the Firm's System of Quality Control

September 15, 2023

To the Shareholders of Armstrong, Vaughan & Associates, P.C.
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Armstrong, Vaughan & Associates, P.C. (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Armstrong, Vaughan & Associates, P.C. in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Armstrong, Vaughan & Associates, P.C. has received a peer review rating of *pass*.

Wilf & Henderson, P.C.

1810 Galleria Oaks • Texarkana, Texas 75503 • 903.793.5646 • Fax 903.792.7630 • www.wilhen.com

BOA Agenda Item # 7B



Date Submitted:
Agenda Date Requested: July 15, 2024

Agenda Item:
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:
Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

(B) DISCUSS AND POSSIBLE ACTION ON APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF SALADO AND BELL COUNTY PERTAINING TO THE SALADO CENTER DEVELOPMENT.

**INTERLOCAL AGREEMENT
BETWEEN THE
VILLAGE OF SALADO & BELL COUNTY**

This Interlocal Agreement (“Agreement”) is between the **VILLAGE OF SALADO, TEXAS** (“Village”), a duly organized and operating general law municipality of the State of Texas, and the **COUNTY OF BELL, TEXAS** (“County”), a duly organized and operating political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, and the general and special laws of the State of Texas, for the purposes and consideration as set out below. The County and the Village are sometimes referred to herein individually as the “Party,” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Texas Interlocal Corporation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the prevention and protection of the health and safety of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, the Parties desire to engage in a series of planning efforts and the inspection of infrastructure facilities needed for the comprehensive, master planned development of certain lots known as the Salado Center project (“Project”); and

WHEREAS, the Parties have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest, with particular focus on the development of the Project, which is currently located within the municipal limits and extraterritorial jurisdictions, variously, of the Village and the City of Belton, Texas; and

WHEREAS, on [date], the Village Board of Aldermen held a lawful open meeting to consider the terms of an agreement between the Village and the County which would allow for the County to perform a review of the Salado Center Plat and planned road and stormwater management improvements to ensure that both comply with Bell County standards, after which the Village and City of Belton intend to enter into separate agreements that, respectively, determine their municipal boundaries and accept the Project infrastructure improvements located within their municipal limits pursuant to that boundary agreement; and

WHEREAS, on [date], the County Commissioners of the County n held a lawful open meeting to consider the terms of an agreement between the Village and the County which would allow for the County to perform a review of the Salado Center Plat and planned road improvements to ensure that both comply with Bell County standards, after which the road improvements would be accepted by separate instrument by the Village; and

WHEREAS, the Parties intend for the County to review the Salado Center plat, construction plans, stormwater management infrastructure, and road and sidewalk infrastructure already constructed by Salado Center, and road improvements proposed by Salado Center; and

WHEREAS, the Village and the County desire to cooperate regarding the mutual responsibilities, obligations, and duties as stated herein for the Project;

WHEREAS, the Parties intend implementation of this Agreement to ensure fair and reasonable development regulations and procedures related to this Project.

NOW, THEREFORE, in consideration of the premises and of the terms and mutual provisions herein contained, the Village and the County hereby agree as follows:

1. Purpose

1.1 The objective of this Agreement is to establish the roles and responsibilities of the Village and the County regarding the Property.

2. Obligations of the County

2.1 The County agrees that it shall review and inspect both plans and already-built infrastructure related to the Project, including the Salado Center plat, construction plans, stormwater management infrastructure, and road and sidewalk infrastructure already constructed by Salado Center, as well as road, sidewalk, and stormwater infrastructure improvements proposed by Salado Center to ensure that the constructed and planned improvements related to the Project comply with all applicable County regulations and law.

3. Obligations of the Village

3.1 The Village will provide any information needed by the County to facilitate the County's performance of its obligations.

3.2 If the County determines that the Project plans, plat, and infrastructure that it has reviewed meet the applicable requirements, the Village will by separate instrument accept the Salado Center infrastructure, pursuant to a separate boundary agreement contemplated between the Village and the City of Belton that delineates their respective municipal boundaries and extraterritorial jurisdictions.

4. Term & Termination

4.1 The term of this Agreement shall begin on the date of execution of this Agreement.

4.2 As used in this Agreement, "default" shall mean the failure of the County or Village to perform any obligation at the time and in the manner required by this Agreement.

- 4.3 Upon failure of either Party to this Agreement to perform an obligation required hereunder, the other Party shall promptly give written notice of such default to the Party in default. The Party in default shall have thirty (30) days after receipt of such notice of default within which to cure such default and, if cured within such time, the default specified in such notice shall cease to exist.
- 4.4 If default is not cured as provided in this Agreement, the Party not in default may resort to all remedies under the law. The Parties shall each bear their respective attorneys' fees and court costs incurred as a result of any action to enforce this Agreement. Following the expiration of sixty (60) days after receipt of notice of default by the defaulting Party, and providing that the default complained of has not been cured by the defaulting Party, then the non-defaulting Party may, in addition to any other rights or remedies available at law or in equity, terminate this Agreement by providing written notice to the defaulting Party, with the termination to be effective on such future date as specified in the notice of termination sent to the defaulting Party.

5. Miscellaneous Provisions

- 5.1 **Non-Waiver.** No waiver of any one or more events of default shall operate as, or be deemed to be, a permanent waiver of any rights or obligations, an express or implied waiver of any rights or obligations, or an express or implied acceptance of any other existing or future event of default, whether of a similar or different character; nor shall such a waiver constitute either an amendment of the terms of this Agreement, or a practice or course of dealing between the Parties contrary to the terms of this Agreement.
- 5.2 **Law & Venue.** This Agreement shall be subject to all federal laws and the laws of the State of Texas as applicable to the Parties and for the purposes expressed herein. Venue shall lie in Bell County, Texas.
- 5.3 **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or Village, nor to create any legal rights or claim on behalf of any third party. The County and the Village do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.
- 5.4 **Liability Coverage.** Each Party shall, at its sole cost, provide liability coverage for itself covering its own activities and duties set forth herein. Neither Party is obligated under this Agreement to indemnify or defend the other Party.
- 5.5 **Relationship.** Each Party is acting independently; neither is an agent, servant, or employee of the other; and the Parties are not engaged in a joint enterprise.
- 5.6 **Assignment.** The rights and obligations of this Agreement may be filled by a third-party developer through a separate development agreement with the prior written consent of both Parties.
- 5.7 **Amendments & Modifications.** This Agreement may not be amended or modified except in writing and executed by the County and the Village.
- 5.8 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

5.9 **Gender, Number & Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

5.10 **Notices.** Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, addressed as follows:

To the County:

Bell County
Attn: County Judge
P.O. Box 1127
Belton, Texas 76513

To the Village:

Village of Salado
Attn: Village Administrator
301 N. Stagecoach
Salado, Texas 76571

With a copy to:

Village Attorney Josh Katz
Two Barton Skyway
1601 S. MoPac Expy, Suite C400
Austin, TX 78746

5.11 **Attorneys' Fees.** If any lawsuit or other legal proceeding is brought by one Party against the other, each Party shall bear their respective attorneys' fees and court costs.

5.12 **Entire Agreement.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

5.13 **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered

fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The Parties have executed and attested this Agreement by their officers as duly authorized on the date first written above.

BELL COUNTY:

VILLAGE OF SALADO:

David Blackburn
County Judge

Manuel de la Rosa
Village Administrator

BOA Agenda Item # 7C



Date Submitted:

Agenda Date Requested: July 15, 2024

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

(C) DISCUSS AND POSSIBLE ACTION ON APPROVAL OF THE CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT WITH TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL.



WORKERS' COMPENSATION • PROPERTY • LIABILITY

CRITICAL ALERT:
Cyber Liability and Data Breach Response Coverage

DATE: June 7, 2024
TO: All Members with Core (Band 1) Cyber Coverage
RE: 2024-2025 Cyber Liability and Data Breach Response Coverage Updates

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool's Coverage structure, effective on October 1, 2024. *Members must elect to continue coverage or "opt-in" by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.*

MEMBERS THAT DON'T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

1. A two-page flyer explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.
2. A Limits Page for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A new, separate Interlocal Agreement (contract) to join the Pool's new Cyber Fund.

Please review the above information.

If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL
P.O. Box 149194 • Austin, Texas 78714-9194 • www.tmlirp.org

Page 1 of 4

CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the Cyber Liability Interlocal Agreement. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). Most cyberattacks are preventable, and local officials *should implement basic policies, train on them, and follow them.* (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars.* Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a separate Cyber Fund – each Member that wants to continue coverage must sign a new, separate interlocal agreement (contract) to join the Fund.
- The Pool's total annual payout for cyber claims will be capped at \$25 million – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to \$500,000 or \$1,000,000, depending on whether Core or Core+ option is selected.
- Cyber coverage contributions (premiums) will increase based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024. IN ORDER FOR COVERAGE TO CONTINUE.

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

LIMIT PAGE

Your entity currently has Core Cyber Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.

	Core	Core+
Tower 1 - Limit of Liability*	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
Tower 2 - Limit of Liability	\$100,000	\$250,000
<u>First Party Loss</u>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<u>Third Party Loss</u>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<u>eCrime</u>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
Tower 3 - Limit of Liability	\$100,000	\$150,000
Breach Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
New 2024-25 Annual Contribution	\$1,000	\$1,250
Previous 2023-24 Contribution	\$175	\$247.24

**The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate, except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for a new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contribution for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay, as herein stated, all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation of all other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts in Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Title _____ Date _____

Member's Federal Tax I.D. Number _____

This information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____

BOA Agenda Item # 7D



Date Submitted:

Agenda Date Requested: July 15, 2024

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

(D) DISCUSS AND POSSIBLE ACTION ON RATIFYING APPROVAL OF MAYOR BERT HENRY'S NOMINATION TO SERVE AS THE SMALL AND RURAL REPRESENTATIVE ON THE KILLEEN-TEMPLE METROPOLITAN PLANNING ORGANIZATION TECHNICAL ADVISORY COMMITTEE FOR THE REMAINDER OF THE FISCAL YEAR 2024 TERM ENDING SEPTEMBER 30, 2024, AND FISCAL YEAR 2025 TERM BEGINNING ON OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025.



June 13, 2024

Re: Small and Rural Technical Advisory Committee (TAC) Representative

Dear Mayor Henry,

In 2023, the Killeen-Temple Metropolitan Planning Organization (KTMPO) Policy Board approved a revision to the KTMPO Bylaws that added a new voting position called "Small and Rural Representative". This position is open to jurisdictions in the KTMPO planning area with a population of under 10,000 based on the most recent Census.

Following the creation of this position, a representative was appointed, but since that time the appointed representative has indicated that they will no longer be able to serve in this capacity, leaving a vacancy for the remainder of the FY 2024 term. It is the intent of the KTMPO Policy Board to appoint a representative at the July 24th Policy Board meeting, to fill the remainder of this term, which ends September 30, 2024, and the FY25 term (October 1, 2024-September 30, 2025).


The process for filling this position on the TAC is as follows:

1. Any eligible jurisdiction may nominate a representative in writing; TAC representatives typically consist of City Managers/ Administrators or Department Heads.
2. The KTMPO Transportation Planning Policy Board will formally approve the representative at their annual meeting each year
3. If more than one nomination is received, the Policy Board will make the final determination on which nominee will serve as the Small and Rural Representative

Representatives will serve in this position for one year terms (October 1st through September 30th) and there is no limit to the number of consecutive terms an individual may serve. For this first year the Small and Rural Representative position is open now and will be filled at the next Policy Board meeting after a written nomination letter has been received by KTMPO staff. The current eligible jurisdictions are Bartlett, Holland, Kempner, Little River-Academy, Morgan's Point Resort, Nolanville, Rogers, Salado, and Troy.

If you have any questions or comments, please contact me at (254) 770-2373 or by email at uryan.nelson@ctcog.org.

Sincerely,

DocuSigned by:

Uryan Nelson
EB41517A2E8B4A0
KTMPO Director



Copy: Manuel De La Rosa, Village Administrator, Village of Salado
Roger Miller, Coryell County Judge, KTMPO Chair
James McGill, Planning Manager, KTMPO