

Village Of Salado



REGULAR BOARD OF ALDERMEN
MEETING SALADO MUNICIPAL BUILDING
301 N. STAGECOACH, SALADO, TEXAS
AUGUST 15, 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:

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SCAN CODE

Join the meeting 5 minutes before posted start time.

AGENDA

CALL TO ORDER

AUGUST 15, 2024, AT 6:30 P.M.

CALL OF ROLL

VILLAGE SECRETARY

INVOCATION

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. CONSENT AGENDA

(A) APPROVAL OF MINUTES OF AUGUST 1, 2024, REGULAR BOARD OF ALDERMAN MEETING.

(B) APPROVAL OF FINANCIAL REPORTS ENDING JULY 31, 2024

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

4. STATUS REPORTS

(A) VILLAGE ADMINISTRATOR'S REPORT

- SALES TAX COLLECTIONS
- PACE PARK ALL-ABILITIES PLAYGROUND DEDICATION CEREMONY
- PUBLIC WORKS MAINTENANCE WORKER POSITION VACANCY

(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

5. WORKSHOP

- (A) Proposed Fiscal Year 2025 Operating Budget
- (B) Proposed Tax Rate
- (C) Public Comments/Public Hearing on 5(A) and 5(B)

6. DISCUSSION AND POSSIBLE ACTION

- (A) DISCUSS AND POSSIBLE ACTION TO APPROVE ACCEPTANCE OF BLUFF CIRCLE ROAD AS AN ASSET OF THE VILLAGE OF SALADO IN ACCORDANCE WITH ROADWAY IMPROVEMENT AGREEMENT DATED JULY 21, 2022, AND AUTHORIZING MAYOR BERT HENRY TO EXECUTE A SPECIAL WARRANTY DEED FROM GRANTOR, BLUFF CIRCLE HOMEOWNERS, INC., C/O PRESIDENT DANNY ALLEN.
- (B) DISCUSS AND POSSIBLE ACTION TO APPROVE ESCROW AGREEMENT BY AND BETWEEN THE VILLAGE OF SALADO, TEXAS, AND CELTS INTERNATIONAL LLC., REFERRED TO AS THE SALADO CENTER DEVELOPMENT, AND AUTHORITY THE VILLAGE ADMINISTRATOR TO EXECUTE THE AGREEMENT.
- (C) DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2024-10, AN ORDINANCE ADOPTING THE 2019 COMPREHENSIVE PLAN, TO BECOME EFFECTIVE UPON ITS APPROVAL, AND REPEALING THE 2004 AND 2014 COMPREHENSIVE PLANS, AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.
- (D) DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2024-11, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, AMENDING ORDINANCE NUMBERS 2001.12 AND 2001.20 (THE ORDINANCE ESTABLISHING A POLICE DEPARTMENT AND THE OFFICE OF CHIEF OF POLICE; CONFERRING THE DUTIES OF THE OFFICE OF MARSHALL UPON THE CHIEF OF POLICE; PROVIDING FOR THE SOLICITATION OF CANDIDATES FOR OFFICE OF CHIEF OF POLICE OF THE VILLAGE OF SALADO, TEXAS); AND PROVIDING FOR THE ESTABLISHMENT OF A RESERVE OFFICER PROGRAM; AUTHORIZING THE APPOINTMENT OF UP TO TEN POLICE RESERVE OFFICERS; ESTABLISHING QUALIFICATIONS AND STANDARDS FOR POLICE RESERVE OFFICERS; DECLARING THAT POLICE RESERVE OFFICERS ARE VOLUNTEERS AND SHALL SERVE WITHOUT COMPENSATION; AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

- (E) DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2024-12, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, PROHIBITING TRESPASSING ON PUBLIC PROPERTY, AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.
- (F) DISCUSS AND POSSIBLE ACTION TO APPROVE A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("STATE"), AND THE VILLAGE OF CITY OF SALADO ("CITY") AND AUTHORIZING MAYOR BERT HENRY TO EXECUTE THE AGREEMENT.
- (G) DISCUSS AND POSSIBLE ACTION TO APPROVE, RESOLUTION NUMBER 2024-04, A RESOLUTION APPROVING THE AGREEMENT DATED AUGUST 15, 2024 BETWEEN THE STATE OF TEXAS AND THE VILLAGE OF SALADO, TEXAS, FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE VILLAGE OF SALADO, TEXAS; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.
- (H) WORKSHOP AND FIRST READING OF ORDINANCE NO. 2024-13, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, REGULATING WATER AND SEWER LINE EXTENSIONS, AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

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 by July 29, 2024, by 10:00 a.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 #2A & B



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

CONSENT AGENDA

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

2. CONSENT AGENDA

- (A) APPROVAL OF MINUTES OF AUGUST 1, 2024, REGULAR BOARD OF ALDERMAN MEETING.
- (B) APPROVAL OF FINANCIAL REPORTS ENDING JULY 31, 2024

VILLAGE OF SALADO, TEXAS
FUND BALANCE SUMMARY

As of July 31, 2024

	General Fund	Occupancy Tax Fund	Wastewater Fund	Wastewater Customer Deposits Fund	Wastewater Bonds	Debt Service	Total
ASSETS							
Cash and Cash Equivalents	\$ 816,369	\$ 363,297	\$ 73,357	\$ 14,091	\$ 47,304	\$ 871,668	\$ 2,186,086
Ad Valorem Taxes Receivable	\$ -	\$ 33,829	\$ 16,718	\$ -	\$ -	\$ 20,366	\$ 20,366
Other Receivables	\$ 340,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 390,691
Prepaid Expenditures	\$ 4,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,523
Due from (to) Other Funds	\$ 219,928	\$ (1,113)	\$ (218,816)	\$ -	\$ -	\$ -	\$ -
TOTAL ASSETS	\$ 1,380,965	\$ 396,013	\$ (128,741)	\$ 14,091	\$ 47,304	\$ 892,034	\$ 2,601,666
LIABILITIES							
Accounts Payable	\$ 21,425	\$ -	\$ 278	\$ -	\$ -	\$ -	\$ 21,703
Payroll Liabilities	\$ 4,354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,354
Accrued Wages	\$ 17,333	\$ 1,981	\$ -	\$ -	\$ -	\$ -	\$ 19,314
Accrued Interest	\$ -	\$ -	\$ 11,843	\$ -	\$ -	\$ -	\$ 11,843
Deposits	\$ 996,473	\$ -	\$ -	\$ 14,060	\$ -	\$ -	\$ 1,010,533
Deferred Property Taxes	\$ 13,796	\$ -	\$ -	\$ -	\$ -	\$ 18,072	\$ 31,868
TOTAL LIABILITIES	\$ 1,053,382	\$ 1,981	\$ 12,121	\$ 14,060	\$ -	\$ 18,072	\$ 1,099,615
FUND BALANCE							
Restricted	\$ 20,756	\$ 394,032	\$ -	\$ -	\$ 47,304	\$ 873,962	\$ 1,336,054
Unrestricted	\$ 306,827	\$ 0	\$ (140,861)	\$ 31	\$ (0)	\$ (0)	\$ 165,997
TOTAL FUND BALANCE	\$ 327,583	\$ 394,032	\$ (140,861)	\$ 31	\$ 47,304	\$ 873,962	\$ 1,502,051

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08/09/24

Accrual Basis

**Village of Salado-General Fund
Balance Sheet
As of July 31, 2024**

	Jul 31, 24
ASSETS	
Current Assets	
Checking/Savings	
1002 · Horizon GF Operating xxx8101	715,561.49
1003 · Horizon Payroll xxx9962	79,090.04
1004 · Horizon Forfeiture xxx3514	6,532.96
1006 · Horizonx1297AllAbilitiesPlaygro	258.65
1008 · PNC xx-0938	10,000.00
1099 · Petty Cash	100.00
Total Checking/Savings	811,543.14
Other Current Assets	
1100 · Investments	
1120 · TexPool	4,825.75
Total 1100 · Investments	4,825.75
1200 · Other receivables	198,988.55
1205 · Due To/From Other Funds	
1224 · Due From WW Operations	218,815.63
1206 · Due From Fund 200 - Hotel/Motel	1,112.62
Total 1205 · Due To/From Other Funds	219,928.25
1300 · Accounts receivable	141,155.67
1600 · Prepaid Expenses	4,523.45
Total Other Current Assets	569,421.67
Total Current Assets	1,380,964.81
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	3,503,599.97
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	21,425.14
Other Current Liabilities	
2050 · Accrued Wages	17,332.84
2100 · Payroll Liabilities	4,354.46
2300 · Unearned ARPA Grant Revenue	0.00
2301 · Development Escrows	945,625.08
2302 · Sanctuary PID Escrow	50,848.00
2700 · Deferred Revenue	
2704 · Deferred Revenue - Ad Valorem	13,795.67
Total 2700 · Deferred Revenue	13,795.67
2899 · Reserved-LTPDF TruancyPrevF...	2,767.99
2900 · Reserved- Security Fee	4,336.99
2861 · Reserved Child Safety Fee	4,931.29

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Accrual Basis

**Village of Salado-General Fund
Balance Sheet
As of July 31, 2024**

	<u>Jul 31, 24</u>
2862 · Reserved- Technology Fund	7,516.21
2864 · Reserved- Opioid Abatement	1,203.73
Total Other Current Liabilities	<u>1,052,712.26</u>
Total Current Liabilities	<u>1,074,137.40</u>
Total Liabilities	<u>1,074,137.40</u>
Equity	
3110 · Investments in Fixed Assets	2,122,635.16
32000 · Retained Earnings	979,752.29
Net Income	<u>-672,924.88</u>
Total Equity	<u>2,429,462.57</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,503,599.97</u></u>

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

	<u>Oct '23 - Jul 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
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	709,990.04	850,000.00	83.53%
4130 · Mixed Beverages	38,141.95	40,000.00	95.36%
Total 4100 · Tax Revenue	<u>1,404,696.50</u>	<u>1,407,826.30</u>	<u>99.78%</u>
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	11,726.08	30,000.00	39.09%
4175 · Cable Franchise	21,432.54	32,000.00	66.98%
4180 · Water Franchise	43,643.19	43,000.00	101.5%
Total 4150 · Franchise Fees	<u>207,415.10</u>	<u>268,000.00</u>	<u>77.39%</u>
4200 · Licenses, Permits, and Fees			
4210 · Sign Permit / Misc	680.00	500.00	136.0%
4215 · Service Fees (Burn)	240.00	250.00	96.0%
4216 · Service Fees (Itinerant Vendor)	2,750.00	2,000.00	137.5%
4230 · Building Permit Fees	260,095.02	120,000.00	216.75%
4260 · Certificate of Occupancy	1,300.00	5,000.00	26.0%
4270 · Contractor Registration	7,115.48	12,000.00	59.3%
Total 4200 · Licenses, Permits, and Fees	<u>272,180.50</u>	<u>139,750.00</u>	<u>194.76%</u>
4300 · Service Fees			
4310 · Subdiv/Plats/Waivers/Exceptions	21,059.00	38,500.00	54.7%
4315 · Zoning/Variances	500.00	1,200.00	41.67%
4320 · Pace Park Rental Fees	3,319.00	3,500.00	94.83%
4330 · LEOSE	0.00	910.00	0.0%
4340 · Crash Report Fees	360.20	250.00	144.08%
Total 4300 · Service Fees	<u>25,238.20</u>	<u>44,360.00</u>	<u>56.89%</u>
4700 · Investment and other income			
4780 · Interest Income	12,347.51	9,300.00	132.77%
4790 · Other Income	79,507.00	50,000.00	159.01%
Total 4700 · Investment and other income	<u>91,854.51</u>	<u>59,300.00</u>	<u>154.9%</u>
4400 · Fines and Forfeitures	42,790.43	62,500.00	68.47%
Total 4000 · GENERAL FUND REVENUE	<u>2,044,175.24</u>	<u>1,981,736.30</u>	<u>103.15%</u>
Total Income	2,044,175.24	1,981,736.30	103.15%
Expense			
GENERAL FUND EXPENDITURES			
5000 · ADMINISTRATION DEPARTMENT			
5100 · Personnel Services			
5101 · Village Administrator Salary	136,411.73	150,000.00	90.94%

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

	<u>Oct '23 - Jul 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
5102 · City Secretary Salary	46,956.50	74,500.00	63.03%
5103 · Assistant Village Administrator	25,669.31	80,080.00	32.06%
5104 · Receptionist Salary	11,553.75	21,000.00	55.02%
5121 · Payroll Tax- MC Admin	3,303.18	5,071.78	65.13%
5122 · Payroll Tax- SS Admin	14,123.91	21,686.23	65.13%
5123 · Payroll Tax- TWC Admin	402.20	45.00	893.78%
5126 · TMRS Contributions- Admin	23,568.96	23,567.29	100.01%
5127 · Health Care- Admin	27,394.17	37,013.82	74.01%
5128 · Pay Comparability Adjustment	2,000.00	2,000.00	100.0%
Total 5100 · Personnel Services	291,383.71	414,964.12	70.22%
5200 · Services			
5201 · Meeting Expense	2,861.18	250.00	1,144.47%
5202 · Bell Co Health Svcs Contracts	5,994.00	6,500.00	92.22%
5203 · Printing Expense	468.00	500.00	93.6%
5204 · Telephone	2,939.10	3,750.00	78.38%
5205 · Equipment - Leased / Rented	3,107.94	3,909.15	79.5%
5206 · Interest Exp/Bank Fees	1,066.67	750.00	142.22%
5207 · BELLCAD	15,322.26	12,100.00	126.63%
5208 · Board of Aldermen Expenses	177.60	0.00	0.0%
5214 · Utilities	5,605.34	6,126.12	91.5%
5215 · Janitorial	2,820.00	2,844.00	99.16%
Total 5200 · Services	40,362.09	36,729.27	109.89%
5216 · Professional Fees			
5216-3 · Profess Fees - Accounting	55,855.00	52,100.00	107.21%
5216-4 · Profess Fees - Inspections	65,378.19	98,407.99	66.44%
5216-5 · Profess. Fees - Legal	61,564.38	42,500.00	144.86%
Total 5216 · Professional Fees	182,797.57	193,007.99	94.71%
5300 · Other Services & Charges			
5301 · Election Expenses	4,470.51	4,650.00	96.14%
5304 · Office Supplies	6,266.61	4,000.00	156.67%
5305 · Postage	1,306.65	3,000.00	43.56%
5306 · Building Supplies	0.00	250.00	0.0%
5307 · Building & Equipment - R & M	629.50	1,500.00	41.97%
5309 · Website	2,883.34	3,100.00	93.01%
5310 · Public Notices	2,278.00	2,000.00	113.9%
5311 · Insurance (TML Property & GL)	58,545.30	50,000.00	117.09%
5312 · Dues and Subscriptions	2,003.07	2,500.00	80.12%
5313 · Training & Travel	238.30	500.00	47.66%
5319 · Technology	20,960.40	25,000.00	83.84%
5320 · Special Projects	27,137.03	65,833.20	41.22%
Total 5300 · Other Services & Charges	126,718.71	162,333.20	78.06%
5400 · Capital Outlay			

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

	<u>Oct '23 - Jul 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
5401 · Equipment (IT)	4,595.00	4,000.00	114.88%
Total 5400 · Capital Outlay	<u>4,595.00</u>	<u>4,000.00</u>	<u>114.88%</u>
Total 5000 · ADMINISTRATION DEPARTMENT	645,857.08	811,034.58	79.63%
5500 · DEVELOPMENT SERVICES DEPARTMENT			
5501 · Personnel Services			
5502 · Permit Clerk Salary	36,242.10	44,561.92	81.33%
5503 · Payroll Tax- MC Dev Svcs	546.42	646.15	84.57%
5504 · Payroll Tax- SS Dev Svcs	2,336.43	2,762.84	84.57%
5505 · Payroll Tax- TWC Dev Svcs	136.77	9.00	1,519.67%
5506 · TMRS Contributions- Dev Svcs	3,784.23	2,825.23	133.94%
5507 · Health Care- Dev Svcs	9,769.97	10,575.44	92.38%
Total 5501 · Personnel Services	<u>52,815.92</u>	<u>61,380.58</u>	<u>86.05%</u>
5600 · Other Services & Charges			
5601 · Travel & Training	0.00	500.00	0.0%
Total 5600 · Other Services & Charges	<u>0.00</u>	<u>500.00</u>	<u>0.0%</u>
5700 · Professional Fees			
5701 · General Engineering	32,333.95	30,000.00	107.78%
5702 · Zoning/Annexation	3,750.00	5,000.00	75.0%
5703 · Engineering- Plat Review	58,250.17	35,000.00	166.43%
Total 5700 · Professional Fees	<u>94,334.12</u>	<u>70,000.00</u>	<u>134.76%</u>
Total 5500 · DEVELOPMENT SERVICES DEPARTMENT	147,150.04	131,880.58	111.58%
6000 · PUBLIC SAFETY DEPARTMENT			
6200 · Police Department			
6201 · Personnel Services			
6202 · Salary - Chief of Police	82,834.50	103,000.00	80.42%
6203 · Salary- Sergeant	56,944.00	66,560.00	85.55%
6204 · Salary / Wages - Officers	226,089.88	334,600.00	67.57%
6205 · Officers - Overtime	12,385.81	10,000.00	123.86%
6206 · Longevity & Certif Pay	6,680.68	10,915.08	61.21%
6207 · Payroll Tax- MC PD	5,490.89	7,613.59	72.12%
6208 · Payroll Tax- SS PD	23,477.69	32,554.65	72.12%
6209 · Payroll Tax- TWC PD	979.16	90.00	1,087.96%
6210 · TMRS Contributions- PD	40,705.29	33,289.76	122.28%
6211 · Health Care- PD	68,810.00	84,603.52	81.33%
Total 6201 · Personnel Services	<u>524,397.90</u>	<u>683,226.60</u>	<u>76.75%</u>
6212 · Services			
6213 · Telephone	6,484.24	11,333.00	57.22%
6214 · Utilities	3,583.88	4,000.00	89.6%
6215 · Janitorial	1,500.00	1,800.00	83.33%
6215.1 · Technology- PD	32,073.85	50,000.00	64.15%
Total 6212 · Services	<u>43,641.97</u>	<u>67,133.00</u>	<u>65.01%</u>
6216 · Other Services & Charges			

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

	<u>Oct '23 - Jul 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
6217 · Ammunition	1,739.45	2,000.00	86.97%
6218 · Crime Prevention Supplies	0.00	3,000.00	0.0%
6219 · Auto Expenses	32,036.88	42,500.00	75.38%
6220 · Supplies	4,966.87	8,000.00	62.09%
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	2,947.82	1,500.00	196.52%
Total 6216 · Other Services & Charges	48,744.33	69,500.00	70.14%
6225 · Police - Capital Outlay			
6226 · Capital Outlay- PD Vehicles	149,846.07	97,045.05	154.41%
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	157,467.93	129,545.05	121.56%
Total 6200 · Police Department	774,252.13	949,404.85	81.55%
6500 · Municipal Court			
6550 · Professional Fees			
6551 · Judicial Services	8,000.00	11,000.00	72.73%
6552 · Prosecutor	14,960.27	18,900.00	79.16%
Total 6550 · Professional Fees	22,960.27	29,900.00	76.79%
6570 · Other Services & Charges			
6571 · Supplies	171.00	250.00	68.4%
6573 · Dues and Subscriptions	2,778.11	2,500.00	111.12%
6575 · Travel and Training	350.00	1,000.00	35.0%
Total 6570 · Other Services & Charges	3,299.11	3,750.00	87.98%
Total 6500 · Municipal Court	26,259.38	33,650.00	78.04%
Total 6000 · PUBLIC SAFETY DEPARTMENT	800,511.51	983,054.85	81.43%
7000 · PUBLIC WORKS DEPARTMENT			
7001 · Personnel Services			
7002 · Wages- Maintenance Worker	29,771.68	36,168.70	82.31%
7004 · Maintenance Worker- Overtime	6,013.77	2,500.00	240.55%
7005 · Payroll Tax- MC Maint	516.81	560.70	92.17%
7006 · Payroll Tax- SS Maint	2,209.78	2,397.46	92.17%
7007 · Payroll Tax- TWC Maint	115.98	9.00	1,288.67%
7008 · TMRS Contributions- Maint	3,841.51	2,451.60	156.69%
7009 · Healthcare- Maintenance	9,389.54	10,575.44	88.79%
Total 7001 · Personnel Services	51,859.07	54,662.90	94.87%
7015 · Other Services & Charges			
7016 · Maint- Uniforms and Boots	679.90	1,500.00	45.33%
7017 · Telephone	467.10	1,500.00	31.14%

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

	<u>Oct '23 - Jul 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
Total 7015 · Other Services & Charges	1,147.00	3,000.00	38.23%
Total 7000 · PUBLIC WORKS DEPARTMENT	53,006.07	57,662.90	91.92%
8000 · PARKS DEPARTMENT			
8001 · Services			
8002 · Utilities	5,921.03	2,500.00	236.84%
Total 8001 · Services	5,921.03	2,500.00	236.84%
8010 · Other Services & Charges			
8011 · Supplies	3,539.14	5,000.00	70.78%
8014 · Contract Services	5,035.00	7,500.00	67.13%
Total 8010 · Other Services & Charges	8,574.14	12,500.00	68.59%
8030 · Capital Outlay- Parks	0.00	30,000.00	0.0%
Total 8000 · PARKS DEPARTMENT	14,495.17	45,000.00	32.21%
9000 · STREET DEPARTMENT			
9001 · Other Services & Charges			
9002 · Contract Services	58,288.73	110,000.00	52.99%
9003 · Signage	227.64	5,000.00	4.55%
9004 · Auto Expense	612.09	500.00	122.42%
9006 · Street Supplies	17,702.83	7,500.00	236.04%
Total 9001 · Other Services & Charges	76,831.29	123,000.00	62.46%
9050 · Services			
9051 · Utilities	17,874.45	25,000.00	71.5%
Total 9050 · Services	17,874.45	25,000.00	71.5%
9500 · Capital Outlay			
9501 · Capital Outlay- Streets	524,893.83	200,000.00	262.45%
9503 · Capital Outlay- Other (City Hall Design)	47,935.40		
Total 9500 · Capital Outlay	572,829.23	200,000.00	286.42%
Total 9000 · STREET DEPARTMENT	667,534.97	348,000.00	191.82%
Total GENERAL FUND EXPENDITURES	2,328,554.84	2,376,632.71	97.98%
Total Expense	2,328,554.84	2,376,632.71	97.98%
Net Ordinary Income	-284,379.60	-394,896.41	72.01%
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	388,545.28		
Total 98000 · Transfers Out	388,545.28		
Total Other Expense	388,545.28		
Net Other Income	-388,545.28	394,896.41	-98.39%
Net Income	-672,924.88	0.00	100.0%

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08/09/24
Accrual Basis

Village of Salado-General Fund
Check Listing
As of July 31, 2024

Date	Num	Name	Memo	Amount
07/01/2024	5093	Marilyn Vaughan	Refund Pace Park Deposit- 6/22/24 Rental	100.00
07/01/2024	5091	FP Mailing Solutions	Postage	138.93
07/01/2024	5092	State Comptroller	2nd QTR 2024 State Criminal Costs & Fees	10,705.63
07/01/2024	Draft	Cirro Energy	Utilities: Electric	19.90
07/01/2024	Draft	Cirro Energy	Utilities: Electric	28.09
07/01/2024	Draft	Cirro Energy	Utilities: Electric	93.93
07/01/2024	Draft	Cirro Energy	Utilities: Electric	23.28
07/01/2024	Draft	Cirro Energy	Utilities: Electric	446.88
07/01/2024	Draft	Cirro Energy	Utilities: Electric	9.75
07/01/2024	Draft	Cirro Energy	Utilities: Electric	1,468.00
07/01/2024	Draft	Cirro Energy	Utilities: Electric	45.75
07/01/2024	Draft	Cirro Energy	Utilities: Electric	35.51
07/01/2024	Draft	Cirro Energy	Utilities: Electric	290.72
07/03/2024	Draft	Cirro Energy	Utilities: Electric	76.10
07/03/2024	Draft	Cirro Energy	Utilities: Electric	14.45
07/08/2024	5103	Joseph Espinoza	Refund Deposit 6/29/24 Pace Park Rental	100.00
07/08/2024	5104	Maria Hernandez	Refund- Paid the Wrong Court for Citation	157.00
07/08/2024	5094	AnnamLife, LLC	Live Stream Technician for BOA Mtg 6/20/24	200.00
07/08/2024	5095	Bell County Animal Shelter	Animals Accepted Jan 2024 through June 2024	840.00
07/08/2024	5096	Bureau Veritas	Inspection Services	12,539.06
07/08/2024	5097	FP Mailing Solutions	Postage	40.00
07/08/2024	5098	Fuelman	Fuel Purchases	2,016.88
07/08/2024	5099	Kristi Stegall	Professional Fees: June 2024	5,600.00
07/08/2024	5100	Landscape Designs and Lawn Care	June Maintenance Services	2,807.25
07/08/2024	5101	Salado Water Supply Corporation	Utilities: Water	261.32
07/08/2024	5102	Verizon Wireless	Village Cell Phones	604.00
07/11/2024	5113	Dennis Longbotham	Refund Pace Park Deposit Rental 6/8/24	100.00
07/11/2024	5105	AnnamLife, LLC	Live Stream Technician for BOA Mtg 7/2/24	200.00
07/11/2024	5106	Dailey Wells Communications, Inc.	PD Equipment: Radio and Accessories	2,486.23
07/11/2024	5107	Eagle Disposal	Utilities: Waste Disposal	112.50
07/11/2024	5108	Extraco Technology	Monthly IT Support, Cybersecurity Monitoring, Equipment	3,437.00
07/11/2024	5109	GT Distributors	PD Uniform Alterations	32.00
07/11/2024	5110	Keith's Ace Hardware	R&M Supplies	950.10
07/11/2024	5112	Xerox Financial Services	Copier Lease	551.50
07/15/2024	5114	Bickerstaff Heath Delgado Acosta LLP	Professional Fees: June 2024	7,427.91
07/15/2024	5115	FP Mailing Solutions	Postbase- Quarterly Rental Fee	138.93
07/15/2024	5116	Grande Communications Network LLC	Telephone/Internet	224.48
07/15/2024	5117	Johnson Bros. Ford	PD Vehicle Repairs	210.94
07/15/2024	5118	Landscape Designs and Lawn Care	Tree Trimming Services- June 2024	3,120.00
07/15/2024	5119	R&A Hauling, LLC	Pothole Repairs	5,500.00
07/15/2024	5089	Jani-King of Austin	July 2024 Contracted Services	387.00
07/22/2024	5120	Jacob Balakitsis	Refund Pace Park Deposit 7/16/24 Rental	100.00
07/22/2024	5121	Blackhill Roofing Systems	Refund Overpayment 802 Rose Way Permit	84.69

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Accrual Basis

Village of Salado-General Fund
Check Listing
As of July 31, 2024

07/22/2024	Card Service Center	June Credit Card Transactions	8,678.36
07/25/2024	5122 MRB Group	Professional Fees: June 2024	43,442.47
07/25/2024	5123 Salado Village Voice Newspaper	Public Notices	800.00
07/25/2024	5124 Dana Safety Supply, Inc.	PD Vehicle Upfitting Prisoner Partition System	2,000.97
07/25/2024	5125 Signs & Banners	PD Vehicle: New Tahoe Graphics	1,535.00
07/26/2024	5127 AnnamLife, LLC	Live Stream Technician for BOA Mtg 7/18/24	200.00
07/26/2024	5128 Grande Communications Network LLC	PD Telephone and Internet	200.18
07/26/2024	5129 Jani-King of Austin	August 2024 Contracted Services	387.00
07/26/2024	5130 Landscape Designs and Lawn Care	Tree Trimming	690.00
07/26/2024	5131 Xerox Financial Services	Copier Lease Payment- August '24	275.75
07/29/2024	Draft Blue Cross and Blue Shield of Texas	Employee Health Care Monthly Premiums- August '24	15,006.78
07/29/2024	Draft Guardian	Employee Dental/Vision Premiums	742.14
07/30/2024	Draft Standard Insurance Company RC	Employee Life/AD&D	613.38
			<u>138,297.74</u>
			<u>138,297.74</u>

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08/09/24
Accrual Basis

Village of Salado, Hotel-Motel Fund
Balance Sheet
As of July 31, 2024

	Jul 31, 24
ASSETS	
Current Assets	
Checking/Savings	
1005 · Horizon Operating xxx0314	357,416.03
Total Checking/Savings	357,416.03
Other Current Assets	
1200 · AR Taxes	33,828.90
1100 · Investments	
1120 · TexPool	5,780.85
Total 1100 · Investments	5,780.85
1500 · Petty Cash	100.00
Total Other Current Assets	39,709.75
Total Current Assets	397,125.78
TOTAL ASSETS	397,125.78
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2050 · Accrued Wages	1,980.88
2400 · Reserve For Trolley Proj...	2,555.26
2200 · Due To Other Funds	
2201 · Due to GF	1,112.62
Total 2200 · Due To Other Funds	1,112.62
Total Other Current Liabilities	5,648.56
Total Current Liabilities	5,648.56
Total Liabilities	5,648.56
Equity	
32000 · Retained Earnings	350,647.75
Net Income	40,829.47
Total Equity	391,477.22
TOTAL LIABILITIES & EQUITY	397,125.78

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

	<u>Oct '23 - Jul 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
4000 · HOT FUND REVENUE			
4100 · County Hotel Occupancy Tax	0.00	4,000.00	0.0%
4200 · Occupancy Tax	250,274.91	260,000.00	96.26%
4300 · Other Income	3,048.60		
Total 4000 · HOT FUND REVENUE	<u>253,323.51</u>	<u>264,000.00</u>	<u>95.96%</u>
Total Income	253,323.51	264,000.00	95.96%
Expense			
5000 · HOT FUND EXPENDITURES			
5001 · Personnel Services			
5002 · Salary- Marketing Specialist	57,859.97	54,335.00	106.49%
5003 · Wages- Visitors Ctr Coordinator	22,146.96	36,056.59	61.42%
5004 · Payroll Tax- MC	925.80	1,310.68	70.64%
5005 · Payroll Tax- SS	3,958.53	5,604.28	70.63%
5006 · Payroll Tax- TWC	384.88	18.00	2,137.11%
5007 · TMRS Contribution	6,174.93	5,730.83	107.75%
5008 · Health Care	18,387.92	21,150.88	86.84%
Total 5001 · Personnel Services	<u>109,818.79</u>	<u>124,206.26</u>	<u>88.42%</u>
5050 · Other Charges & Services			
5051 · Lease- Visitors Center	15,170.00	18,204.00	83.33%
5052 · Marketing	69,049.48	100,000.00	69.05%
5053 · Office Supplies	1,638.76	500.00	327.75%
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	2,361.94	5,000.00	47.24%
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	<u>99,124.09</u>	<u>172,204.00</u>	<u>57.56%</u>
5100 · Capital Outlay			
5110 · Capital Outlay- Equipment	3,551.16	4,000.00	88.78%
Total 5100 · Capital Outlay	<u>3,551.16</u>	<u>4,000.00</u>	<u>88.78%</u>
Total 5000 · HOT FUND EXPENDITURES	<u>212,494.04</u>	<u>300,410.26</u>	<u>70.74%</u>
Total Expense	<u>212,494.04</u>	<u>300,410.26</u>	<u>70.74%</u>
Net Ordinary Income	40,829.47	-36,410.26	-112.14%
Other Income/Expense			
Other Income			
99000 · 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	<u>40,829.47</u>	<u>0.00</u>	<u>100.0%</u>

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08/09/24
Accrual Basis

Village of Salado, Hotel-Motel Fund
Check Listing
As of July 31, 2024

Date	Num	Name	Memo	Amount
07/11/2024	1957	Eagle Tire Lube & Bettery	Trolley Repairs- New Battery and Tires	4,119.74
07/11/2024	1958	Visit Widget LLC	Website Hosting & Support	409.00
07/15/2024	1959	Primary Media	Billboard	1,750.00
07/23/2024	1961	Bell County Expo Center, Inc.	Sponsorship Contract	4,000.00
07/25/2024	1960	Salado Village Voice	Ads in Jewel Publication	1,500.00
				<u>11,778.74</u>
				<u>11,778.74</u>

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Village of Salado- 400 Wastewater System Revenue
Balance Sheet
As of July 31, 2024

08/09/24

Accrual Basis

	<u>Jul 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
Horizon Account x353	73,357.24
Total Checking/Savings	73,357.24
Accounts Receivable	
Accounts Receivable	13,814.08
Total Accounts Receivable	13,814.08
Other Current Assets	
Accounts Receivable- Sewer Conn	14,929.00
Allowance for Doubtful Accounts	-12,025.48
Total Other Current Assets	2,903.52
Total Current Assets	90,074.84
TOTAL ASSETS	<u><u>90,074.84</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	277.62
Total Accounts Payable	277.62
Other Current Liabilities	
Accrued Interest	11,843.00
Due to General Fund	218,815.63
Total Other Current Liabilities	230,658.63
Total Current Liabilities	230,936.25
Total Liabilities	230,936.25
Equity	
Retained Earnings	-343,690.15
Net Income	202,828.74
Total Equity	-140,861.41
TOTAL LIABILITIES & EQUITY	<u><u>90,074.84</u></u>

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

	<u>Oct '23 - Jul 24</u>	<u>Annual Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
Monthly Service Fees	217,596.65	307,141.92	70.85%
Interest Income	368.66	40.00	921.65%
Total Income	<u>217,965.31</u>	<u>307,181.92</u>	<u>70.96%</u>
Expense			
Misc	1,346.79	1,460.00	92.25%
Maintenance Contractor	165,704.06	182,401.62	90.85%
Professional Fees- Engineering	40,714.49	5,000.00	814.29%
Repairs	47,744.60	15,000.00	318.3%
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	94,866.34	61,950.00	153.13%
Utilities- Water	3,399.79	2,100.00	161.9%
Total Utilities	<u>98,266.13</u>	<u>64,050.00</u>	<u>153.42%</u>
Capital Outlay- GIS Map	<u>39,710.50</u>	<u>31,000.00</u>	<u>128.1%</u>
Total Expense	<u>394,736.57</u>	<u>332,661.62</u>	<u>118.66%</u>
Net Ordinary Income	<u>-176,771.26</u>	<u>-25,479.70</u>	<u>693.77%</u>
Other Income/Expense			
Other Income			
Transfer In	<u>379,600.00</u>	<u>31,000.00</u>	<u>1,224.52%</u>
Total Other Income	<u>379,600.00</u>	<u>31,000.00</u>	<u>1,224.52%</u>
Net Other Income	<u>379,600.00</u>	<u>31,000.00</u>	<u>1,224.52%</u>
Net Income	<u><u>202,828.74</u></u>	<u><u>5,520.30</u></u>	<u><u>3,674.23%</u></u>

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08/09/24
Accrual Basis

Village of Salado- 400 Wastewater System Revenue
Check Listing
As of July 31, 2024

Date	Num	Name	Memo	Amount
07/03/2024	Draft	Cirro- USR Electrical	Cirro Electric- Waste Water 1414 Royal St. Lift Station	48.08
07/08/2024	100344	Frontier Utilities	Electric Service at 401 S Stagecoach Road Well	48.77
07/08/2024	100345	Salado Water Supply Corporation	Utilities: Water	380.04
07/15/2024	100346	CH2MHILL OMI	Contracted Services and Repairs	31,153.06
07/26/2024	Draft	Cirro- USR Electrical	Cirro Electric- Waste Water Facilities Accounts	15,095.00
				<u>46,724.95</u>
				<u>46,724.95</u>

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08/09/24
Accrual Basis

Village of Salado- 500 Wastewater Customer Deposits
Balance Sheet
As of July 31, 2024

	<u>Jul 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
Horizon x317	<u>14,091.00</u>
Total Checking/Savings	<u>14,091.00</u>
Total Current Assets	<u>14,091.00</u>
TOTAL ASSETS	<u><u>14,091.00</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Wastewater Customer Deposits	<u>14,060.00</u>
Total Other Current Liabilities	<u>14,060.00</u>
Total Current Liabilities	<u>14,060.00</u>
Total Liabilities	<u>14,060.00</u>
Equity	
Retained Earnings	-81.39
Net Income	<u>112.39</u>
Total Equity	<u>31.00</u>
TOTAL LIABILITIES & EQUITY	<u><u>14,091.00</u></u>

7:30 PM

Village of Salado- 500 Wastewater Customer Deposits

08/09/24

Profit & Loss

Accrual Basis

October 2023 through July 2024

	<u>Oct '23 - Jul 24</u>
Ordinary Income/Expense	
Income	
Interest Income	112.39
Total Income	<u>112.39</u>
Net Ordinary Income	<u>112.39</u>
Net Income	<u><u>112.39</u></u>

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08/09/24
Accrual Basis

Village of Salado- 500 Wastewater Customer Deposits
Check Listing
As of July 31, 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>

7:44 PM

08/09/24

Accrual Basis

Village of Salado - 700 WW Permanent Improvement Bonds
Balance Sheet
As of July 31, 2024

	<u>Jul 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1002 · Horizon Bond Disbursement x8...	309.05
1003 · Horizon '18 Bond Proceeds x92...	282.01
1004 · Impact Fees Horizon x8444	46,712.77
Total Checking/Savings	<u>47,303.83</u>
Total Current Assets	47,303.83
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><u>9,723,226.97</u></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	-389,519.47
Total Equity	<u>2,183,432.62</u>
TOTAL LIABILITIES & EQUITY	<u><u>9,723,226.97</u></u>

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Village of Salado - 700 WW Permanent Improvement Bonds Profit & Loss

08/09/24

October 2023 through July 2024

Accrual Basis

	<u>Oct '23 - Jul 24</u>
Ordinary Income/Expense	
Income	
4400 · Impact Fee Revenue	100,906.00
4100 · Interest Income	<u>3,449.53</u>
Total Income	<u>104,355.53</u>
Expense	
6100 · Return of Impact Fees	<u>114,275.00</u>
Total Expense	<u>114,275.00</u>
Net Ordinary Income	-9,919.47
Other Income/Expense	
Other Expense	
9800 · Transfer out	<u>379,600.00</u>
Total Other Expense	<u>379,600.00</u>
Net Other Income	<u>-379,600.00</u>
Net Income	<u><u>-389,519.47</u></u>

7:49 PM
08/09/24
Accrual Basis

Village of Salado - 700 WW Permanent Improvement Bonds
Check Listing
As of July 31, 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>

8:06 PM

08/09/24

Accrual Basis

Village of Salado - 300 Interest and Sinking Fund
Balance Sheet
As of July 31, 2024

	<u>Jul 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	871,667.84
Other Current Assets	
1215 · Property Tax Receivable	20,365.88
Total Other Current Assets	<u>20,365.88</u>
Total Current Assets	<u>892,033.72</u>
TOTAL ASSETS	<u><u>892,033.72</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2704 · Deferred Revenue- Ad Valorem	18,072.09
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	750,936.05
Total Equity	<u>873,961.63</u>
TOTAL LIABILITIES & EQUITY	<u><u>892,033.72</u></u>

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

	<u>Oct '23 - Jul 24</u>	<u>YTD 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	25,450.44	3,400.00	748.54%
Total Income	<u>821,996.05</u>	<u>705,520.00</u>	<u>116.51%</u>
Expense			
6111 · 2022 Bond Principal	0.00	560,000.00	0.0%
6112 · 2022 Bond Interest	71,060.00	142,120.00	50.0%
Total Expense	<u>71,060.00</u>	<u>702,120.00</u>	<u>10.12%</u>
Net Ordinary Income	<u>750,936.05</u>	<u>3,400.00</u>	<u>22,086.35%</u>
Net Income	<u><u>750,936.05</u></u>	<u><u>3,400.00</u></u>	<u><u>22,086.35%</u></u>

8:06 PM
08/09/24
Accrual Basis

Village of Salado - 300 Interest and Sinking Fund
Check Listing
As of July 31, 2024

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

BOA Agenda Item #4A



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

STATUS REPORTS

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

4. STATUS REPORTS

(A) VILLAGE ADMINISTRATOR'S REPORT

- SALES TAX COLLECTIONS
- PACE PARK ALL-ABILITIES PLAYGROUND DEDICATION CEREMONY
- PUBLIC WORKS MAINTENANCE WORKER POSITION VACANCY

VILLAGE ADMINISTRATOR'S REPORT

- **SALESTAX COLLECTIONS**

(REPRESENTING MAY OF EACH RESPECTIVE YEAR)

JULY 2024: \$83,152

JULY 2023: \$84,257

JULY 2022: \$83,701

JULY 2021: \$62,831



Pace Park All-Abilities Playground Dedication Ceremony



RSVP at 254/947-5060

Please join us on
Saturday, August 17th at 10:00 am
100 Art Fair Rd., Salado, TX

BOA Agenda Item #4B



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

STATUS REPORTS

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

4. STATUS REPORTS

(B) POLICE CHIEF STATUS REPORT

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

BOA Agenda Item #4C



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

STATUS REPORTS

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

4. STATUS REPORTS

(C) TOURISM DEPARTMENT REPORT

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

BOA Agenda Item #5



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

WORKSHOP

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

5. WORKSHOP

- (A) Proposed Fiscal Year 2025 Operating Budget
- (B) Proposed Tax Rate
- (C) Public Comments/Public Hearing on 5(A) and 5(B)

BOA Agenda Item #6A



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

- (A) DISCUSS AND POSSIBLE ACTION TO APPROVE ACCEPTANCE OF BLUFF CIRCLE ROAD AS AN ASSET OF THE VILLAGE OF SALADO IN ACCORDANCE WITH ROADWAY IMPROVEMENT AGREEMENT DATED JULY 21, 2022, AND AUTHORIZING MAYOR BERT HENRY TO EXECUTE A SPECIAL WARRANTY DEED FROM GRANTOR, BLUFF CIRCLE HOMEOWNERS, INC., C/O PRESIDENT DANNY ALLEN.



ROAD IMPROVEMENT AGREEMENT

This **ROAD IMPROVEMENT AGREEMENT** ("Agreement") dated effective July 21, 2022, is made and entered by and between the Village of Salado, Texas ("Village"), acting herein by Don Ferguson, the Village Administrator, and Bluff Circle Homeowners Association Inc. ("Association"), acting herein in consideration of the undertakings of the parties under this agreement.

WITNESSETH THAT:

WHEREAS, the Village of Salado and the Association desire to repair a 20' x 25' segment of Bluff Circle Road within the Village limits (the "Project"); and

WHEREAS, while Bluff Circle Road is presently privately owned and maintained by the Association, the Association desires to transfer ownership of Bluff Circle Road to the Village of Salado following completion of the Project; and

WHEREAS, the Village of Salado will undertake the repair of Bluff Circle Road as expeditiously as possible in order to improve it to the standards of the Village of Salado; and

WHEREAS, the present owner of Bluff Circle Road will contribute half (50%) or \$5,000 of the necessary costs for the repair of Bluff Circle Road before the Village will commence work; and

WHEREAS, following payment and completion of the Project, the Association and the Village will effectuate the transfer of ownership of Bluff Circle Road from the Association to the Village of Salado, which will own and maintain Bluff Circle Road thereafter; and.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms upon which the Village shall make and facilitate certain street repairs to Bluff Circle Road within the corporate limits of the Village, including road resurfacing, repaving, paving repairs, and other related improvements (the "Improvements"). The Village's performance and facilitation of the Project is contingent upon the Association's binding agreement to pay \$5,000, which is half (50%) of the costs of said improvements, to the Village upon the terms provided by this Agreement. The Project shall not begin until the Village has received this payment of the agreed-upon half of the costs of the Project from the Association.

2. Scope of Services

A. The Village will provide the following services:

- a. The Village will provide the Improvements for the above-referenced portion of Bluff Circle Road, Village of Salado, Texas, to provide for concrete paving improvements for approximately a 20' X 25' segment of road surface, more particularly described on the attached map of the area covered. **Exhibit A.**
- b. The sole discretion to make and or oversee the Improvements shall belong to the Village, which will, in its sole discretion, determine which pavement repairs to make, the timing thereof, and the method(s) and personnel used to undertake the Improvements.
- c. The Village will commence the Improvements upon payment by the Association of \$5,000, which represents fifty (50) percent of the total cost of the Improvements as calculated by the Village or contractors or agents retained by the Village.
- d. Upon completion of the Project, the Village shall receive and retain ownership of the entire road and any improvements thereto and shall continue to maintain the road pursuant to its policies, ordinances, and procedures.

B. Association will provide the following services:

- a. The Association agrees to pay fifty (50) percent of the cost of the Improvements, which will be estimated prior to any work being performed by the Village or its contractors or agents. The Improvements will not begin until the Association has remitted payment in this amount to the Village.
- b. Any cost overruns for the Project, if agreed to by the Village, must be agreed to by the Village and the Association before the Association may be assessed a share of said overruns.
- c. Upon completion of the Project, the Association shall transfer Bluff Circle Road to the Village in fee simple, including any appurtenant right-of-way easement.

3. Rights and Obligations of Parties

The Village shall retain a qualified contractor to perform this Project. Title to the Project shall be in the Village. The Village shall supervise the Project and direct all work performed as part of the Project.

4. Term of Agreement

The term of the Agreement commences on the Effective Date and shall terminate upon completion of the Project.

5. Indemnity

ASSOCIATION HEREBY AGREES TO INDEMNIFY THE VILLAGE AND PROVIDE A LEGAL DEFENSE FOR AND/OR HOLD THE VILLAGE HARMLESS FROM AND DEFEND THE VILLAGE AGAINST ANY CLAIM THAT MAY ARISE IN CONNECTION WITH OR THAT ARISES AS A RESULT OF THIS AGREEMENT OR OF THE PROJECT.

6. Default

In the event that either the Village or the Association shall breach or fail to perform any of the provisions of the Agreement, the aggrieved party shall promptly notify the other party of the breach or failure to perform ("Default Notice"). In the event the breach or failure to perform is not cured within thirty (30) days after receipt of the notice, the party sending the notice, at its discretion, may notify the other party of its intention to declare the Agreement terminated. Upon receipt of the notice, the violating party shall have thirty (30) days to cure the violation.

7. Assignment

The Village and the Association understand that the Agreement may not be assigned without the express written consent of both parties.

8. Venue

The place of performance of this Agreement shall be Bell County, Texas. In the event any legal proceeding is brought to enforce this Agreement or any provision hereof the same shall be brought in Bell County, Texas.

9. Authority to Enter Into Agreement; Validity

Each party expressly warrants that the person signing this Agreement on that party's behalf is fully authorized and legally competent to execute this Agreement and that this Agreement constitutes the legal, valid, and binding obligation of the Parties.

In Witness Whereof the parties hereto have duly executed this Agreement this 21st day of July, 2022.

Village of Salado, Texas

By: 

Name: Don Freese

Title: Village Administrator

Date: 7/21/2022

Bluff Circle Homeowners Association, LLC

By: *Danny Allen*

Name: *Danny Allen*

Title: *President of Bluff Circle Ass.*

Date: *7/21/2022*

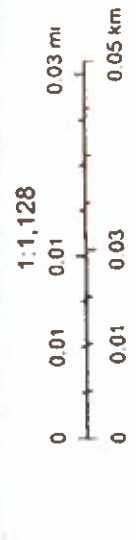
Exhibit A
Map/Description of Road

Bluff Circle Location Map



7/18/2022, 11:27:40 AM

Parcels



© OpenStreetMap (and) contributors, CC-BY, SA

Bell County Appraisal District, BIS Consulting - www.bisconsulting.com

SPECIAL WARRANTY DEED

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

STATE OF TEXAS §
 §
COUNTY OF BELL §

Effective Date: August __, 2024

Grantor: BLUFF CIRCLE HOMEOWNERS, INC., C/O PRESIDENT
DANNY ALLEN

Grantor's Mailing Address: 2112 Bluff Circle
Salado, Texas 76571-5458

Grantee: VILLAGE OF SALADO, TEXAS

Grantee's Mailing Address: 301 N. Stagecoach Road
Salado, Texas 76571
ATTN: Village Administrator

Consideration: TEN and No/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged.

Property: A 0.843 acre tract of land, being Tract A, The Bluff At Mill Creek Subdivision, Village of Salado, Bell County, Texas (being a roadway and public utility easement called "Bluff Circle" and labeled as Tract A on a plat recorded in Plat Cabinet C, Slide 34-B, Plat Records of Bell County, Texas), Tax Account Number 147879, that is more specifically described on Exhibit A attached hereto.

Reservations to Conveyance and Exceptions to Warranty:

There is reserved from this conveyance (1) all the oil, gas and other minerals in and under the Property; provided, however, Grantor hereby expressly waives any and all surface rights with respect to the Property, including without limitation the right of ingress and egress to the Property for the purpose of exploring, developing and/or drilling for oil, gas or other minerals. The foregoing

waiver of surface rights shall not be construed as (i) a waiver by Grantor to exploit, explore for, develop, mine, or produce such oil, gas, and other minerals with wells drilled on the surface of lands other than the Property, including, but not limited to, directional wells bottomed beneath or drilled through any part of the Property at a depth of 200 feet or more below the surface, or by pooling its oil, gas, and other mineral interests with land adjoining the Property in accordance with the laws and regulations of the State of Texas, or (ii) a waiver or release of any right, title or interest of Grantor in and to the oil, gas or other minerals in and under or that may be produced from the Property.

Grantor, for the consideration and subject to the Reservations to Conveyance and Exceptions to Warranty, GRANTS, SELLS, TRANSFERS, ASSIGNS and CONVEYS the Property to Grantee, together with, all and singular, the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee, and Grantee's legal representatives, successors and assigns forever. Grantor hereby binds Grantor and Grantor's legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, except as to the Exceptions to Warranty.

GRANTOR CONVEYS THE PROPERTY TO GRANTEE "AS IS, WHERE IS" AND "WITH ANY AND ALL FAULTS." OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN WITH RESPECT TO THE LAND, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY GRANTEE'S ACCEPTANCE OF THIS CONVEYANCE, GRANTEE WARRANTS THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN. GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACCEPTS ANY LIABILITIES OR COSTS IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

Grantor agrees to pay any ad valorem taxes and assessments affecting the Property incurred prior to the Effective Date. Any and all ad valorem taxes and assessments against the Property incurred from or after the Effective Date shall be paid by Grantee.

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

Executed on the date set forth in the acknowledgment line below, to be effective for all purposes as of the Effective Date.

Exhibits To Deed:

Exhibit A – Description of Land

GRANTOR:

By: _____
David Allen
President, Bluff Circle Homeowners, Inc.

STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of _____, 2024, by David Allen.

Notary Public, State of Texas

Printed Name: _____
My Commission expires:

By: _____

GRANTEE:

VILLAGE OF SALADO, TEXAS

By: _____
Bert Henry, Mayor

STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Bert Henry Mayor of the Village of Salado, Texas, on behalf of said Village.

Notary Public, State of Texas

Printed Name: _____

My Commission expires:

After recording, please return to:
Bickerstaff Heath Delgado Acosta LLP
Two Barton Skyway
1601 S. MoPac Expressway, Suite C400
Austin, Texas 78746
ATTN: Joshua Katz

EXHIBIT A

C/34-B

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS: That I, Thomas D. Smith, do hereby certify that I prepared this plat from a correct survey of the land and that the same is true and correct and that I am a duly Licensed Professional Land Surveyor in the State of North Carolina.

IN WITNESS WHEREOF, my hand and seal, this 18th day of May, 1994.

THOMAS D. SMITH
 Licensed Professional Land Surveyor
 No. 10,100



OWNER'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS: That I, Carl E. Pender, do hereby certify that I am the owner of the land described in this plat and that I have read and approved the same and that I have authorized the Surveyor to prepare this plat in accordance with the provisions of the Statutes of the State of North Carolina.

IN WITNESS WHEREOF, my hand and seal, this 18th day of May, 1994.

CARL E. PENDER
 Carl E. Pender
 No. 10,100



PLAT CERTIFICATION

STATE OF NORTH CAROLINA
 COUNTY OF HILL

Know all men by these presents, that the above and foregoing plat was prepared by the Surveyor and approved by the owner of the land described therein, and that the same is true and correct and that the Surveyor is a duly Licensed Professional Land Surveyor in the State of North Carolina.

THOMAS D. SMITH
 Licensed Professional Land Surveyor
 No. 10,100

SCALE: 1" = 40' (SEE PLAN)

NOTARY CERTIFICATE

I, Notary Public, do hereby certify that I have read the foregoing plat and that the same is true and correct and that the Surveyor is a duly Licensed Professional Land Surveyor in the State of North Carolina.

NOTARY PUBLIC
 STATE OF NORTH CAROLINA
 My Comm. Expires 12/31/95

THOMAS D. SMITH
 Licensed Professional Land Surveyor
 No. 10,100

NOTARY CERTIFICATE

I, Notary Public, do hereby certify that I have read the foregoing plat and that the same is true and correct and that the Surveyor is a duly Licensed Professional Land Surveyor in the State of North Carolina.

NOTARY PUBLIC
 STATE OF NORTH CAROLINA
 My Comm. Expires 12/31/95

THOMAS D. SMITH
 Licensed Professional Land Surveyor
 No. 10,100

NOTARY CERTIFICATE

I, Notary Public, do hereby certify that I have read the foregoing plat and that the same is true and correct and that the Surveyor is a duly Licensed Professional Land Surveyor in the State of North Carolina.

NOTARY PUBLIC
 STATE OF NORTH CAROLINA
 My Comm. Expires 12/31/95

THOMAS D. SMITH
 Licensed Professional Land Surveyor
 No. 10,100

NOTARY CERTIFICATE

I, Notary Public, do hereby certify that I have read the foregoing plat and that the same is true and correct and that the Surveyor is a duly Licensed Professional Land Surveyor in the State of North Carolina.

NOTARY PUBLIC
 STATE OF NORTH CAROLINA
 My Comm. Expires 12/31/95

THOMAS D. SMITH
 Licensed Professional Land Surveyor
 No. 10,100

NOTARY CERTIFICATE

I, Notary Public, do hereby certify that I have read the foregoing plat and that the same is true and correct and that the Surveyor is a duly Licensed Professional Land Surveyor in the State of North Carolina.

NOTARY PUBLIC
 STATE OF NORTH CAROLINA
 My Comm. Expires 12/31/95

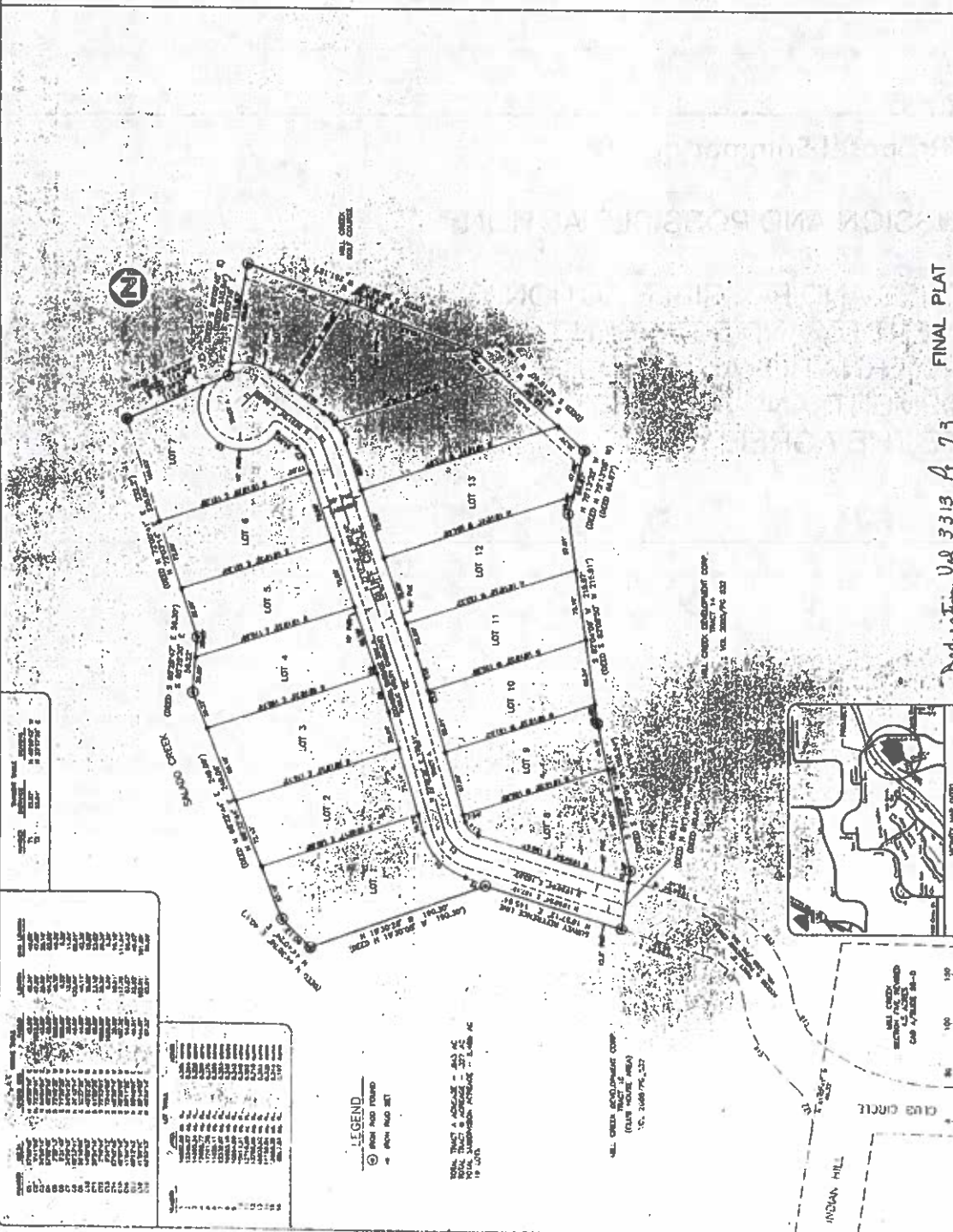
THOMAS D. SMITH
 Licensed Professional Land Surveyor
 No. 10,100

NOTARY CERTIFICATE

I, Notary Public, do hereby certify that I have read the foregoing plat and that the same is true and correct and that the Surveyor is a duly Licensed Professional Land Surveyor in the State of North Carolina.

NOTARY PUBLIC
 STATE OF NORTH CAROLINA
 My Comm. Expires 12/31/95

THOMAS D. SMITH
 Licensed Professional Land Surveyor
 No. 10,100



PROJECT:
 THE BLUFF AT MILL CREEK SUBDIVISION
 5.485 ACRES
 Out of the Londford Survey Abstract #510

CLIENTS:
 CARLES C. DAVIS &
 JACQUELINE SUE DAVIS
 AGENTS
 LARRY SANDS

TEMPLE CIVIL ENGINEERING CO., INC.
 ENGINEERS-PLANNERS-SURVEYORS
 1111 W. 10th Street
 Raleigh, NC 27603
 Tel: (919) 781-1111

LEGEND

○ BOUNDARY POINT
 ● BOUNDARY POINT

ALL LOTS ARE TO BE CONVEYED TO THE STATE OF NORTH CAROLINA BY DEED.

INDIAN HILL
 CREEK DRIVE
 MILL CREEK DRIVE
 LOT 1
 LOT 2
 LOT 3
 LOT 4
 LOT 5
 LOT 6
 LOT 7
 LOT 8
 LOT 9
 LOT 10
 LOT 11
 LOT 12
 LOT 13
 LOT 14
 LOT 15

Scale: 1" = 40'

DATE PREPARED	10/18/93
DRAWN BY	THOMAS D. SMITH
CHECKED BY	THOMAS D. SMITH
DATE	10/18/93
BY	THOMAS D. SMITH

BOA Agenda Item #6B



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(B) DISCUSS AND POSSIBLE ACTION TO APPROVE ESCROW AGREEMENT BY AND BETWEEN THE VILLAGE OF SALADO, TEXAS, AND CELTS INTERNATIONAL LLC., REFERRED TO AS THE SALADO CENTER DEVELOPMENT, AND AUTHORITY THE VILLAGE ADMINISTRATOR TO EXECUTE THE AGREEMENT.

ESCROW AGREEMENT
BY AND BETWEEN
THE VILLAGE OF SALADO, TEXAS,
AND
CELTS INTERNATIONAL LLC

THE STATE OF TEXAS
COUNTY OF BELL

This Escrow Agreement is made and entered into as of the _____ day of _____, 2024 by and between the VILLAGE OF SALADO, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "Village"), and CELTS INTERNATIONAL LLC, a Limited Liability Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a three tracts consisting of 0.321 acres, 2.085 acres, and 1.764 acres, respectively, herein referred to as the Salado Center development and being more particularly described by survey in **Exhibit A** attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the Village requires the Developer to establish an Escrow Fund with the Village to reimburse the Village for engineering costs, testing, legal fees, consulting fees, and administrative expenses incurred for plan reviews, developer coordination, construction management, and inspection services to be provided by both the Village and Bell County, Texas (the "County") for during the construction phase, and one-year warranty services.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of Salado Center will require the Village to utilize its own personnel, professionals, and consultants as well as those of the County; and the Escrow Fund will be used to reimburse the Village and Bell County their costs associated with providing these services.

Section 1.02 In the event other contract services are required related to the development from third parties, including the County, payment for such services will be made by the Village and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by Village shall be financed by Developer. Developer agrees to advance funds to the Village in the escrow fund created pursuant to this agreement for the purpose of funding such costs (the "Escrow Fund") as herein set out:

Administrative Services:	\$ 1,000
Village and County Engineer Fees:	\$ 12,000
Legal Fees:	\$ 6,000
Construction and Management Fees:	\$ 1,000
TOTAL:	\$ 20,000

Section 2.02 Developer agrees to submit payment of the Escrow Fund no later than ten (10) days after the execution of this Escrow Agreement. No work will begin by or on behalf of the Village until funds have been placed into the Escrow Fund and received by the Village.

Section 2.03 The total amount shown above for the Escrow Fund is intended to be a "Not to Exceed" amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the Developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with Village; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing, by the Village, of the additional deposit amount and will be provided an explanation of the extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days, all work by or on behalf of the Village will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III

MISCELLANEOUS

Section 3.01 The Village reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that Village covenants and agrees that it will not so contract with others to an extent as to impair Village's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are

affected thereby shall give notice and full particulars of such force majeure relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations, and laws which may be applicable by the United States, the State of Texas, or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Village, to: Village Administrator
Village of Salado
301 N. Stagecoach Rd.
Salado, Texas 76571

If to Developer, to: [name]
[address]

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Section 3.06 This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of Village and the management of Developer.

Section 3.07 This Escrow Agreement shall bind and benefit Village and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part, by

either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of the Village and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable, and venue is proper for any action related to it, in Bell County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date of execution by each party to the Escrow Agreement.

VILLAGE OF SALADO, TEXAS:

Manuel de la Rosa, Village Administrator

Attest by:

Debra Bean, Village Secretary

CELTS INTERNATIONAL, LLC:

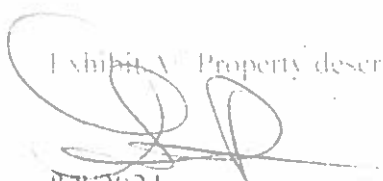
[name, title] *RJ Collins*

Exhibit A

Property Description of Salado Center Development

Memorandum

Exhibit A Property description was not completed



8/8/2024

Gina Pence

City Planner

Village of Salado

BOA Agenda Item #6C



Date Submitted: August 12, 2024
Agenda Date Requested: August 15, 2024

Agenda Item:
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:
Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(C) DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2024-10, AN ORDINANCE ADOPTING THE 2019 COMPREHENSIVE PLAN, TO BECOME EFFECTIVE UPON ITS APPROVAL, AND REPEALING THE 2004 AND 2014 COMPREHENSIVE PLANS, AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

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BOA Agenda Item #6D



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(D) DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2024-11, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, AMENDING ORDINANCE NUMBERS 2001.12 AND 2001.20 (THE ORDINANCE ESTABLISHING A POLICE DEPARTMENT AND THE OFFICE OF CHIEF OF POLICE; CONFERRING THE DUTIES OF THE OFFICE OF MARSHALL UPON THE CHIEF OF POLICE; PROVIDING FOR THE SOLICITATION OF CANDIDATES FOR OFFICE OF CHIEF OF POLICE OF THE VILLAGE OF SALADO, TEXAS); AND PROVIDING FOR THE ESTABLISHMENT OF A RESERVE OFFICER PROGRAM; AUTHORIZING THE APPOINTMENT OF UP TO TEN POLICE RESERVE OFFICERS; ESTABLISHING QUALIFICATIONS AND STANDARDS FOR POLICE RESERVE OFFICERS; DECLARING THAT POLICE RESERVE OFFICERS ARE VOLUNTEERS AND SHALL SERVE WITHOUT COMPENSATION; AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

Ordinance No. 2024-11
Village of Salado
County of Bell
August 15, 2024

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, AMENDING ORDINANCE NUMBERS 2001.12 AND 2001.20 (THE ORDINANCE ESTABLISHING A POLICE DEPARTMENT AND THE OFFICE OF CHIEF OF POLICE; CONFERRING THE DUTIES OF THE OFFICE OF MARSHALL UPON THE CHIEF OF POLICE; PROVIDING FOR THE SOLICITATION OF CANDIDATES FOR OFFICE OF CHIEF OF POLICE OF THE VILLAGE OF SALADO, TEXAS); AND PROVIDING FOR THE ESTABLISHMENT OF A RESERVE OFFICER PROGRAM; AUTHORIZING THE APPOINTMENT OF UP TO TEN POLICE RESERVE OFFICERS; ESTABLISHING QUALIFICATIONS AND STANDARDS FOR POLICE RESERVE OFFICERS; DECLARING THAT POLICE RESERVE OFFICERS ARE VOLUNTEERS AND SHALL SERVE WITHOUT COMPENSATION; AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

WHEREAS, the Village of Salado, Texas (the "Village") is a general law municipality in the state of Texas; and

WHEREAS, pursuant to Texas Local Government Code § 51.032, the Board of Aldermen (the "Board") of the Village of Salado, Texas (the "Village") is authorized by law to adopt an ordinance, not inconsistent with state law, that it considers proper for the government of the Village and is necessary or proper for carrying out a power granted by law to the Village; and

WHEREAS, the Village seeks to provide for the health, safety, and welfare of its citizens; and

WHEREAS, the Board of the Village abolished the office of Village Marshall, provided for the establishment of the Village Police Department, and conferred the duties of the Village Marshall to the Village Chief of Police in Ordinance 2001.12, as amended in Ordinance 2001.20; and

WHEREAS, certain regulations of the Texas Commission on Law Enforcement provide that the authority establishing a municipal police department shall provide for the maximum number of commissioned police officers the department may hire; and

WHEREAS, Texas Local Government Code Section 341.012 authorizes a municipality to provide for the establishment of a police reserve force; and

WHEREAS, the Board must establish qualifications and standards of training for members of a reserve force and may limit the size of the reserve force, members of which will be appointed by

the Village Chief Of Police and approved by the Board, and shall serve at the Police Chief's discretion.

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

SECTION I. ENACTMENT PROVISIONS

- A. Findings of Fact:** All of the above premises are hereby found to be true and correct legislative and factual findings of the Village of Salado and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.
- B. Popular Name:** This Ordinance shall be commonly referred to as "The Village Police Department and Police Reserve Force Ordinance."
- C. Scope:** This Ordinance, and the rules and regulations adopted herein, shall apply generally within the Village limits.
- D. Effective Date:** This Ordinance shall take effect immediately upon passage and publication.

SECTION II. ADOPTION

Ordinance No. 2024-11 is hereby adopted as follows:

SECTION 1: Amendment of Ordinance 2001.20.

- (a) Section 2 of Ordinance 2001.20 is hereby amended in its entirety to read as follows:

The Board of Aldermen of the Village of Salado, Texas hereby provide for the creation of a Police Department for the Village of Salado, Texas, such department to have a Chief of Police and no more than ten (10) deputy officers, which such officers shall be hired or terminated by the Chief of Police. The Chief of Police may also hire and terminate Police Reserve Officers as further detailed in this Ordinance. The duties of the Chief of Police are to be established by the Board of Aldermen, through contract or otherwise.

The Chief of Police shall be hired or terminated by the Village Administrator, acting with the advice and consent of the Board of Aldermen.

The Village Administrator may, in his or her sole discretion, place the Chief of Police or any deputy officer on unpaid administrative leave for up to ten (10) days during an investigation of alleged offenses or violations of Village policies. If the investigation results in a finding that the employee did not commit the offense or violation under investigation or if there is insufficient evidence to support a finding of an offense or violation, the employee will be returned to duty and paid for the period of administrative leave.

In all other respects Ordinance No. 2001.20 shall remain as written.

SECTION 2: Establishment of Police Reserve Force.

- (a) There is hereby established a Police Reserve Force, and the Chief of Police of the Village is authorized to recruit such a force.
- (b) Appointment of Officers. The Chief of Police of the Village is hereby authorized to appoint up to ten (10) officers to the Police Reserve Division, subject to the approval of the Board. The Reserve Police Officers shall be subject to the qualifications, standards, training, rules, regulations, and policies set forth by the Village Police Department and/or the Board.
- (c) Officers Serve Without Compensation. Village Police Reserve Officers are not employed by the Village Police Department; rather, they are volunteer Police Officers. Village Police Reserve Officers will donate their time and service to the Village, thus adding additional manpower to the Village Police Department. Police Reserve Officers will not receive any compensation or remuneration. Police Reserve Officers may serve at least sixteen (16) hours per week in their capacity as Police Reserve Officers.

SECTION 3: Establishment of Qualifications and Standards for Police Reserve Force.

- (a) General Policy. It is the policy of the Village Police Department to maintain the highest standards of professional law enforcement services. Volunteers for Police Reserve Officers must meet the same standards as other members of the organization. Police Reserve Officers should fulfill two primary functions. First, Police Reserve Officers serve as auxiliary manpower in situations as needed, and not to replace deputy officers. Second, they provide an additional interactive link between the community and the police department. Police Reserve Officers are subject to all the applicable rules and regulations that govern regular sworn personnel.
- (b) Requirements and certification.
 - 1. Requirements for age, education, and experience are the same as those for regular sworn Village police officers.
 - 2. Applicants must meet all minimum requirements set forth by the Texas Commission on Law Enforcement (TCOLE).
 - 3. The selection process for Reserve Officer applicants is the same as for regular officers pursuant to Village Police Department policies.
- (c) Certification and Reserve Officer levels.

1. **Apprentice Reserve Officers.** Active reserve police officers who have obtained required peace officer training but have not completed field training.
2. **Reserve Officer.** Active reserve officers who have successfully completed basic peace officer certification, have completed field training, and hold basic peace officer license.
3. **Police Reserve Officers** will be assigned their duties on the reserve schedule. Police Reserve Officers are required to provide a minimum of sixteen (16) hours service per month. Reserve officers that do not complete 16 hours per month will be placed on probation status. Officers who are unable to meet this standard must submit a written request through the chain of command to the Chief of Police detailing the reasons for not meeting the standard. Failure to complete 16 hours for two (2) consecutive months or for four (4) months in a calendar year may result in removal from the Police Reserve Officer program.
 - a. When authorized by the Chief of Police, Police Reserve Officers may receive pay for any hours worked per month exceeding the required 16 hours.
 - b. Police Reserve Officers shall report to the supervisor or ranking officer for assignment duties and/or training.
 - c. The on-duty patrol supervisor may, at his/her discretion, reassign the Police Reserve Officer when personnel are required to assist in other areas.

(d) Training and Performance Standards

1. Police Reserve Officers serve at the discretion of the Chief of Police and may be called into service at any time the chief or his designee considers it necessary to have additional officers.
2. Police Reserve Officers shall be considered "on duty" when they are
 - a. performing "assigned duty;" or
 - b. representing or identifying himself/herself as a peace officer for the purpose of taking enforcement action or discharging legal duties.
3. All Police Reserve Officers must serve a maximum of 16 hours of duty per calendar month.
4. Depending on the level of training and experience, Reserve Officers may perform the same duties as other full-time, sworn personnel or be assigned to work with a regular officer.
5. All Police Reserve Officers are subject to the same rules, regulations, and orders as regular sworn personnel.

6. All Police Reserve Officers must successfully complete the basic officer course required by TCOLE and obtain their license as a peace officer.

7. All active Police Reserve Officers must successfully complete the police training officer program under the supervision and evaluation of a departmentally-approved field training officer. Upon the successful completion of training, Police Reserve Officers will assume duties as designated by the Chief of Police.

8. For training and evaluation purposes, all active Police Reserve Officers will work one tour of duty with a field training officer within the first six months of each calendar year.

9. All Police Reserve Officers will be required to attend periodic in-service training, at their own expense, to complete the following:

a. The same training as required of regular sworn officers including courses mandated by TCOLE for certification requirements;

b. All departmentally required qualifications on firearms, the baton, and any other equipment deemed necessary by the Chief of Police.

10. Police Reserve Officers are permitted to carry a weapon pursuant to law.

(e) Chain-of-Command and Operations

1. The Police Reserve Officer unit functions as a unit of the patrol division and reports to the Operations Sergeant, who serves as the program liaison to monitor reserve activities and assist the Chief of Police.

2. The Operations Sergeant supervising the Police Reserve Officer unit is appointed by the Chief of Police and shall be responsible for the overall administration and planning of the reserve unit. All Police Reserve Officer assignments will be coordinated through the Operations Sergeant.

(f) Organizational Function

1. The primary function of Police Reserve Officers will be to supplement patrol operations personnel.

3. Additionally, Police Reserve Officers will be on call for assistance in emergency situations such as disasters, riots, etc., and to provide additional manpower for special enforcement assignments and community events.

4. Police Reserve Officers may, at the discretion of the Chief of Police, be assigned to other functions within the department depending on their skills and experience.

5. Police Reserve Officers are permitted to carry weapons off-duty, in compliance with statutory law and departmental policy.
6. Police Reserve Officers may enforce laws, on or off duty, in accordance with statutory law. Police Reserve Officers may only work officially sanctioned off-duty assignments within the incorporated limits of the Village of Salado. Enforcement actions are governed by departmental policy and statutory law.

SECTION III. SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the Village under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION IV. SEVERABILITY CLAUSE

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen of the Village of Salado in adopting, and of the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall be come inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION V. REPEALER CLAUSE

The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other Ordinance.

SECTION VI. EFFECTIVE DATE

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

SECTION VII. NOTICE AND MEETING CLAUSE

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting

was given as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION VIII. PUBLICATION

This Ordinance shall become effective immediately upon the date of its publication as required by Section 52.011 of the Texas Local Government Code. The Village Secretary is hereby directed to cause the caption of this Ordinance to be published in the manner required by law.

PASSED AND APPROVED on SECOND READING this, the _____ day of _____, 2024, by a vote of ____ (ayes) to ____ (nays) and ____ abstentions vote of the Board of Aldermen of the Village of Salado, Texas.

Bert Henry, Mayor

ATTEST:

Debbie Bean, Village Secretary

Approved to Form:

Josh Katz, Village Attorney

BOA Agenda Item #6E



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(E) DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2024-12, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, PROHIBITING TRESPASSING ON PUBLIC PROPERTY, AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

Ordinance No. 2024-12
Village of Salado
County of Bell
August 15, 2024

ORDINANCE NO. 2024-12

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, PROHIBITING TRESPASSING ON PUBLIC PROPERTY, AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

WHEREAS, the Village of Salado, Texas (the "Village") is a general law municipality in the state of Texas; and

WHEREAS, pursuant to Texas Local Government Code § 51.032, the Board of Aldermen (the "Board") of the Village of Salado, Texas (the "Village") is authorized by law to adopt an ordinance, not inconsistent with state law, that it considers proper for the government of the Village and is necessary or proper for carrying out a power granted by law to the Village; and

WHEREAS, the Village seeks to provide for the health, safety, and welfare of its citizens; and

WHEREAS, the Village recognizes its duty to be a responsible steward of Village assets, and desires to provide the public and Village staff at Village property, buildings, and facilities, to the extent permitted by law, an environment free from unlawful and disruptive behavior and activities that interfere with Village and public business and activities; and

WHEREAS, the Village believes that for public safety reasons it is in the best interest of the public and Village staff to authorize the Village Administrator to provide a trespass warning policy under the Village Administrator's authority to exclude unlawful and disruptive activities and persons from Village property, buildings, and facilities while observing state and federal laws and constitutional protections; and

WHEREAS, the Board of the Village has determined that it is in the best interest of the citizens of the Village to have the ability to regulate trespassing on public property within the Village.

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

SECTION I. ENACTMENT PROVISIONS

- A. Findings of Fact:** All of the above premises are hereby found to be true and correct legislative and factual findings of the Village of Salado and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

- B. Popular Name:** This Ordinance shall be commonly referred to as “The Public Trespassing Ordinance.”
- C. Scope:** This Ordinance, and the rules and regulations adopted herein, shall apply generally within the Village limits.
- D. Effective Date:** This Ordinance shall take effect immediately upon passage and publication.

SECTION II. ADOPTION

Ordinance No. 2024-12 is hereby adopted as follows:

SECTION 1: Definitions.

1. “Trespass Warning” means a communication to a person that his or her presence or entry onto certain Village Property, as that term is defined herein, is prohibited and the person must immediately leave such Village Property. The Trespass Warning should address other items regarding this prohibition according to this policy.
2. “Village Property” means Village-owned buildings and surrounding Village-owned property, any Village-leased buildings and surrounding leased property, and any area over which the Village has control, including rights-of-way and easements; Village park property and other Village-owned or operated recreational areas and facilities; Village-owned parking garages, facilities, and parking lots; and all other Village-owned or controlled lands, unless the Village Administrator exempts, in writing, a building or area from this policy.
3. “Authorized Employee” means the Village Administrator and his or her designee, including, but not limited to, any Village employee who is part of the executive or Administrative staff.

SECTION 2: Trespassing Policy.

1. General. The Village’s policy is to provide notice to people whose entry onto Village Property, or continued presence on Village Property, may be illegal, unreasonably disruptive, or harmful to Village Property or to conducting Village business or to other persons’ use or enjoyment of approved activities on Village Property, and to provide persons receiving a Trespass Warning with the opportunity for a prompt administrative review of the terms of the Trespass Warning. A person arrested on Village Property for a criminal offense may receive a Trespass Warning.
2. Addition. This policy is in addition to and does not bar or preclude Village of Salado Police Officers from performing their lawful duty to enforce any trespass laws or to issue a criminal trespass warning under other authority.

3. First Amendment Rights and Necessary Village Business Exception Acknowledged. A person subject to a Trespass Warning wishing to enter specific Village Property to exercise legitimate First Amendment rights or to conduct necessary Village business shall contact the Village Administrator's office. The Village Administrator or his designee shall have authority to consider and authorize a person subject to a Trespass Warning to enter Village Property to exercise First Amendment rights or to conduct necessary Village business, if there is no other reasonable alternative location or means to exercise such rights or to conduct necessary Village business. The Village Administrator's Office may impose reasonable restrictions on such entry in order to minimize disruption, threat, damage, or injury.
4. Verbal Warning. An Authorized Employee should:
 - a. Verbally warn the person his or her conduct is in violation of law, Village policy, rules or guidelines, or interfering with another person's reasonable use and enjoyment of Village Property;
 - b. Give the person a reasonable opportunity to cease violating the law, Village policy, rules, or guidelines, or interfering with another person's reasonable use and enjoyment of Village Property; and
 - c. Not request the issuance of a Trespass Warning to the person, if the person promptly ceases the conduct at issue after receiving the verbal warning.
5. Trespass Warning. An Authorized Employee may request a peace officer to issue a Trespass Warning for conduct occurring on Village Property that may be illegal, unreasonably disruptive, and harmful to Village Property or conducting Village business, or interfering with another person's reasonable use or enjoyment of approved activities on Village Property.¹ Such request does not obligate a peace officer to issue a Trespass Warning, as the peace officer retains such discretion as well as such obligations and duties as provided by law. The conduct constituting the basis of a request includes, but is not limited to, conduct violating the following Village ordinances, rules, policies, or guidelines:
 - a. Park and other curfew violations;
 - b. Park rules violations;
 - c. Library rules violations;
 - d. Failure to pay required fees for Facility use;
 - e. Facility use violations;

¹ Nothing herein precludes a peace officer from issuing a Trespass Warning of his or her own volition based on his or her own observations or investigations of such violations.

- f. Noise ordinance violations;
 - g. Interfering with another person's reasonable use and enjoyment of approved activities on Village Property; and
 - h. Any other Village ordinance violation including, but not limited to, camping, solicitation, and glass containers ordinance violations.
6. Trespass Warning Without Verbal Warning. A peace officer may issue or an Authorized Employee may request a peace officer to issue a Trespass Warning to a person, without a verbal warning, if the person has engaged in conduct that is unreasonably disruptive or harmful to Village Property, to conducting Village business, or to another's reasonable use and enjoyment of approved activities on Village Property, and that may:
- a. Be a state or federal criminal offense or ordinance violation or is an attempt, solicitation, or conspiracy to commit a state or federal criminal offense or Village ordinance violation, including urinating or defecating in public; or
 - b. Have resulted in injury to any person or damage to any property, or threatens to cause an immediate breach of the peace.
7. Contents of a Trespass Warning. A Trespass Warning should include the following items:
- a. Reasons for Exclusions. A statement of the reason the person is being notified or warned not to enter an area or to immediately depart from an area and explaining the conduct for the Trespass Warning.
 - b. Area of Exclusion. The Trespass Warning should describe the area or building, including the building name and address that the individual shall not enter, and any specific regions the individual is not to enter, so that a reasonable person may understand the specific area to which the individual may not return.
 - c. Duration of Exclusion. A Trespass Warning will include information that informs the person of the duration of the exclusion from the area or building.
 - d. Re-entry Warning. The Trespass Warning shall include notice that re-entry may result in an arrest while such warning is in effect.
 - e. Administrative Order. The Trespass Warning issued by a peace officer also shall be considered an administrative order precluding re-entry on the identified property for the identified duration. Such administrative order is subject to the administrative review process outlined in this policy. The results of the administrative review process does not affect any criminal charges which may be pursued by an appropriate prosecuting authority.

- f. Notice of Administrative Review Process. A Trespass Warning will include information that informs the person of the administrative review procedure.
8. Trespass Warning Duration Guidelines. A Trespass Warning shall be in effect from the issue date and extend for a period of:
1. Thirty (30) days for an initial Trespass Warning;
 2. Six (6) months, if the person has received another Trespass Warning during the previous year; or
 3. Twenty-four (24) months if the person has received more than one (1) Trespass Warning in the previous two (2) years.

A duration of twenty-four (24) months shall automatically be assessed if it is determined that the following occurred:

- a. Conduct involving intentional damage to Village Property; or
 - b. Conduct involving intentional injury or offensive contact with any person.
9. Administrative Review of a Trespass Warning.
- a. Request for Review. The person receiving a Trespass Warning may request an administrative review of all or any part of the Trespass Warning. The request for review must be in writing and submitted no later than thirty (30) days after the Trespass Warning issue date to the Village Secretary's Office. The person requesting an administrative review must include a completed form for the process as created by the Village Administrator's Office. Such a request for review does not stay or suspend the Trespass Warning. The person receiving the Trespass Warning must submit information and argument in writing to be considered. The burden of proof is on the person requesting the review. Upon receipt of a request for an administrative review, the Authorizing Employee shall, upon request, forward any information necessary for the Village Administrator or his or her designee to make a decision within seventy-two (72) hours or make a request for an extension based on good cause for the extension.
 - b. The Village Administrator or his or her designee shall perform an informal review. The Village Administrator or designee conducting the informal review should decide the issues based on the known evidence, but also may include established written Village policies, ordinances, and resolutions. After the Village Administrator or designee receives the review request, the Village Administrator or designee should provide a written determination on the issues within ten (10) business days of receipt of the information necessary to make his or her decision. The Village Administrator may alter the response time if there is good cause. The written determination shall be promptly provided to the requester subject to the Trespass Warning at the provided mailing address, physical address, or email address, or shall be made available in the Village Secretary's Office. The

determination shall be to affirm, reverse, or modify the Trespass Warning, and shall state the reasons for the determination. The decision of the Village Administrator or his or her designee on a request for review is final. A Trespass Warning, which is final, shall be considered an administrative order. The Village Administrator or designee should consider all relevant information provided and should include the following:

1. Whether the Trespass Warning was issued for a reason set out or otherwise consistent with this policy; and
2. Whether the area and duration of the Trespass Warning are appropriate under the facts and circumstances.

c. Village Administrator Authority. The Village Administrator in his or her sole discretion may determine good cause exists to modify the administrative review processes described in this section; accommodate review more quickly, informally, or later; or make any other modifications as he or she determines is appropriate while keeping in mind the legal rights and concerns of all.

d. Good Faith, Substantial Compliance. This policy is intended to provide notice, standard procedures, proper management, authority delegation, and consistency in due process. Failure to meet one or more of the provisions of this policy does not invalidate a Trespass Warning issued in good faith and with substantial compliance with this policy.

SECTION III. SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the Village under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION IV. SEVERABILITY CLAUSE

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen of the Village of Salado in adopting, and of the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall be come inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION V. REPEALER CLAUSE

The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided,

however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other Ordinance.

SECTION VI. EFFECTIVE DATE

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

SECTION VII. NOTICE AND MEETING CLAUSE

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

SECTION VIII. PUBLICATION

This Ordinance shall become effective immediately upon the date of its publication as required by Section 52.011 of the Texas Local Government Code. The Village Secretary is hereby directed to cause the caption of this Ordinance to be published in the manner required by law.

PASSED AND APPROVED on SECOND READING this, the _____ day of _____, 2024, by a vote of ___(ayes) to ___(nays) and ___ abstentions vote of the Board of Aldermen of the Village of Salado, Texas.

Bert Henry, Mayor

ATTEST:

Debbie Bean, Village Secretary

Approved to Form:

Josh Katz, Village Attorney

BOA Agenda Item #6F



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(F) DISCUSS AND POSSIBLE ACTION TO APPROVE A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("STATE"), AND THE VILLAGE OF CITY OF SALADO ("CITY") AND AUTHORIZING MAYOR BERT HENRY TO EXECUTE THE AGREEMENT.

Manuel De La Rosa

From: Michael Stewart <Michael.Stewart@txdot.gov>
Sent: Monday, August 5, 2024 2:04 PM
To: Manuel De La Rosa
Cc: Michael Yates; Stephen Kasberg; Amy Relihan-Westney
Subject: Updated TxDOT Municipal Maintenance Agreement (MMA) with the Village of Salado
Attachments: Village Of Salado MMA Packet.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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

Dear Administrator De La Rosa,

The Texas Department of Transportation (TxDOT) has revised and updated the Municipal Maintenance Agreement (MMA) to reflect changes that have occurred since the last MMA was signed, including new census information, Village limit changes, revised forms and documents, etc.

I have attached a copy of the updated and revised MMA, for action by your Village government. For your convenience, the updates have been itemized on pp. 2-3 of the attachment.

Please review and should you have any questions or concerns, you may reach out directly to the Bell County Area Engineer, Michael Yates, to discuss.

If there are no concerns on behalf of the Village, you may proceed with the ordinance/resolution.

Once passed, please do the following:

1. Village completes top portion of Page 1 (Form 1038, Page 1 of 9)
2. Village executes on Page 9 (Form 1038, Page 9 of 9)
3. Return Exhibit C (Resolution) & MMA to TxDOT for final execution

TxDOT will then return an executed copy to your Village office after the agreement has been fully executed by TxDOT.

Please contact our office at (254) 939-3691 if you have any questions or need additional information. Thank you for your cooperation.

Sincerely,

Michael Stewart, P.E.

Transportation Engineer
Bell County - Waco District
410 W. Loop 121 | Belton, TX 76513

Office: 254-933-6202 | Mobile: 254-346-0134
Email: michael.stewart@txdot.gov



cc:
Michael Yates, Bell County Area Engineer
Stephen Kasberg, District Director of Maintenance
Amy Relihan-Westney, Special Projects Coordinator

Attachment: Village of Salado MMA Packet (15 pages)

A Texas Department of Transportation message

A black rectangular graphic with white and yellow text. The word "HELP" is in large white letters at the top. Below it, "#EndTheStreakTX" is in large yellow letters. At the bottom, the text "End the streak of daily deaths on Texas roadways." is written in white.

HELP
#EndTheStreakTX
End the streak of daily deaths
on Texas roadways.



Texas Department of Transportation

100 SOUTH LOOP DRIVE - WACO, TX 76704

254-867-2700

WWW.TXDOT.GOV

2024 MMA Agreement Update

To Whom It May Concern:

Please see enclosed the 2024 Municipal Maintenance Agreement (MMA) with 2020 census data.

Included, you will find an overview of changes for the new MMA.

Please review and should you have any questions or concerns you may reach out directly to Bell County Area Engineer, Michael Yates, to discuss.

Email: Michael.Yates@txdot.gov

Phone: 254-346-0259

If there are no concerns on behalf of the city, you may proceed with the ordinance/resolution.

Once passed, see next steps below:

1. City completes top portion of Page 1
2. City executes on Page 9
3. Return Exhibit C (Resolution) & MMA to TxDOT for final execution

Once signed by TxDOT a fully executed agreement will be sent via email to the city for their records.

Thank you for your help in facilitating review and response.

We look forward to continued cooperation between the Village of Salado and Texas Department of Transportation.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

MMA UPDATES

Original	New
Only states that both parties need to agree to changes	In addition to change agreements, parties shall periodically update any exhibits to reflect changes to the State Highway System. Paragraph 4 applies whether or not the exhibit is changed, however.
General Conditions	Updated code to traffic regulations section: "as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Such. B, and approved by the State"
	Sorts information in the general conditions more clearly, and breaks signage, lighting, and other special conditions into distinct sections. Much easier to follow
	Adds some additional information to lighting: For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City
Doesn't mention permitted landscaping	Includes that permitted landscaping and public art installations shall be handled through separate agreements Updated code to signs, traffic signals, and pavement markings: This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
States that city must maintain ADA items	The city is responsible for the maintenance of sidewalks and other accessibility-related items. This means keeping sidewalks clear of debris and vegetation. If pavement work is required, it is the responsibility of whoever is causing this pavement work to be done. For example, if a Party's highway project is considered an "alteration" under ADA that triggers the requirement to construct or upgrade items, it is that Party's responsibility to perform these upgrades
When discussing driveways, cites "Regulations for Access Driveways to State Highways" and the State's Access Management Manual	Just cites State's Access Management Manual
No specific provisions on mailboxes, barriers, and bridge culverts and drainage pipes or whose responsibility they are	Includes new sections on mailbox supports and markings, roadside barriers (guardrails, concrete barriers, etc.), and structural support at bridges culverts, drainage pipes, embankments, and retaining walls. All of which are State responsibility.
Non-Controlled Access Highways	Rewords how cities of under 50,000 people are handled. Doesn't restate what is in the general conditions, just adds relevant new information
Restates general conditions for cities above 50,000 (redundant)	Gives clarity on how and when cities should maintain drainage facilities. Cities should maintain drainage outside of the right of way, but inside their city limits
	City is responsible for cleanup and litter control to ensure that drainage facilities are clear
	Gives examples on when to clean pavement: cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure

<p>Controlled Access Highways</p>	
<p>Mowing and litter cleanup is the State's responsibility on Controlled Access Roads</p>	<p>New verbiage: "on the City's request and if State resources are available".</p>
<p>Snow and ice control is the State's responsibility</p>	<p>Once again, "on the City's request and if State resources are available"</p>
<p>State's responsibility for controlled access roadways to mow and clean up litter, sweep and otherwise clean through lanes, remove snow and ice, and install and operate traffic signals and ramps</p>	<p>In controlled access, it is the City's responsibility to sweep and clean everything but the traveled surface and shoulder, mow and clean up litter, and provide signage and markings for intersecting city streets to State Highways.</p>



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____ 20____, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____ Salado _____ (population _____ 2,394 _____, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

- A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and
- B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and
- C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and
- D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as Exhibit A.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as Exhibit B.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
 - A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B. Attached as Exhibit D is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
 8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways inside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
 9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
 10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G. Perform mowing and litter pickup.
- H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I. Perform snow and ice control.
- J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

- 1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
- 2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
- 3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of Salado

State of Texas



Signature

TxDOT District Engineer

Name

Name

Stan Swiatek

Title

Date

Date

ATTACHMENT 1

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

- I. State Maintained:
 - A. FM 2268 - From Northwest City Limits to Southeast City Limits.
- II. City Maintained:
 - A. FM 2268 - From Northwest City Limits to Southeast City Limits.

EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

- I. State Maintained:
 - A. IH 35 - From North City Limits to South City Limits.
- II. City Maintained:
 - A. IH 35 - From North City Limits to South City Limits

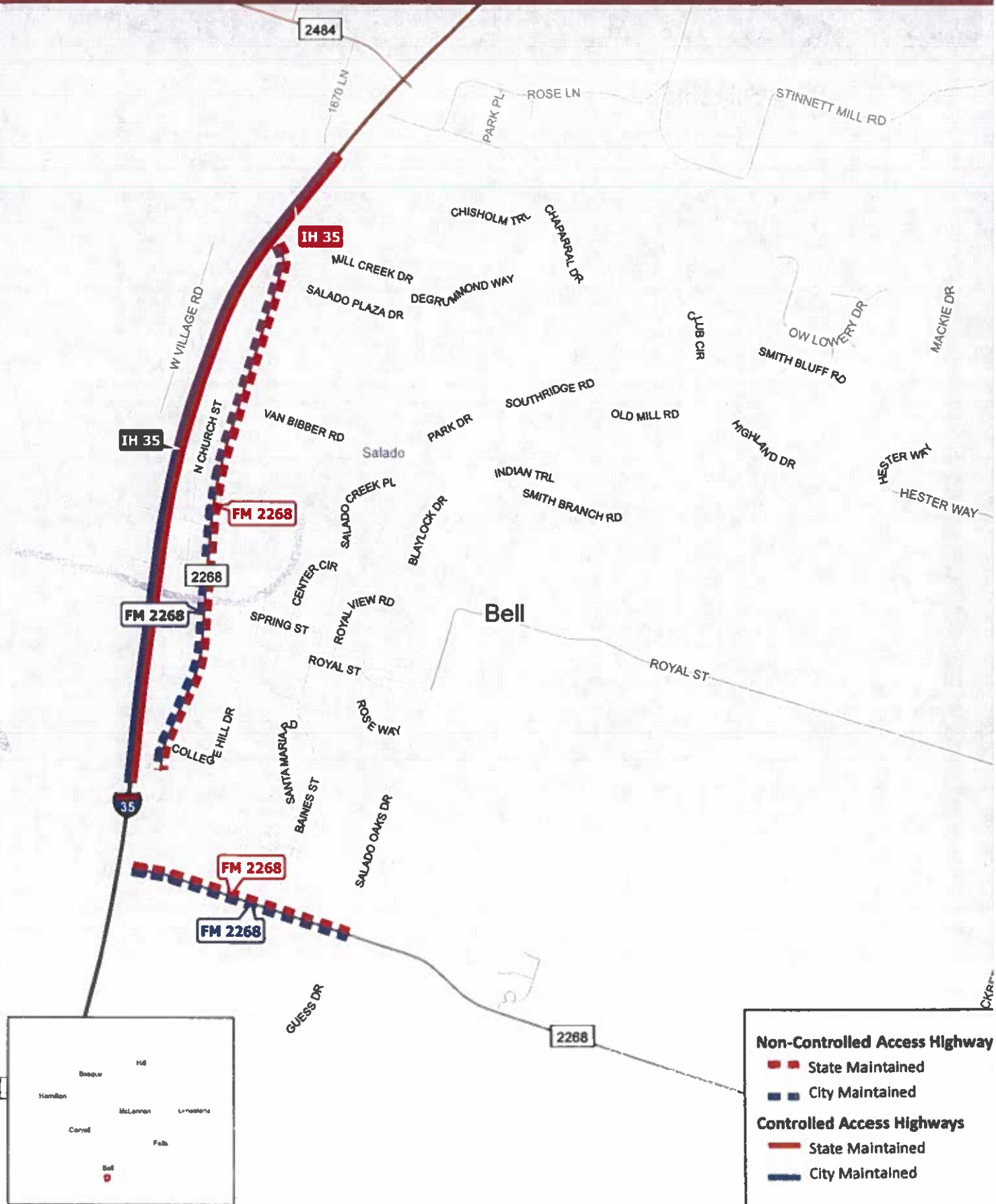


EXHIBIT D

I. Not Applicable

BOA Agenda Item #6G



Date Submitted: August 12, 2024
Agenda Date Requested: August 15, 2024

Agenda Item:
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:
Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(G) DISCUSS AND POSSIBLE ACTION TO APPROVE, RESOLUTION NUMBER 2024-04, A RESOLUTION APPROVING THE AGREEMENT DATED AUGUST 15, 2024 BETWEEN THE STATE OF TEXAS AND THE VILLAGE OF SALADO, TEXAS, FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE VILLAGE OF SALADO, TEXAS; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

BOA Agenda Item #6H



Date Submitted: August 12, 2024

Agenda Date Requested: August 15, 2024

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance
Resolution
Motion
Discussion

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(H) WORKSHOP AND FIRST READING OF ORDINANCE NO. 2024-13, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, REGULATING WATER AND SEWER LINE EXTENSIONS, AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

Ordinance No. 2024-13
Village of Salado
County of Bell
_____, 2024

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, REGULATING WATER AND SEWER LINE EXTENSIONS, AND PROVIDING FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

WHEREAS, the Village of Salado, Texas (the "Village") is a general law municipality in the state of Texas; and

WHEREAS, The Board of Aldermen (the "Board") of the Village finds that the efficient operation and maintenance of the Village's water and wastewater systems are essential to the general health, safety, and welfare of the citizens as well as the orderly growth of the Village; and

WHEREAS, The Board finds that developers and other entities may decide to develop properties which require extensions of water and wastewater lines, which can be cost prohibitive to the Village; and

WHEREAS, The Board hereby adopts this the utility extension ordinance to address the cost of such utility line extensions.

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

SECTION I. ENACTMENT PROVISIONS

- A. Findings of Fact:** All of the above premises are hereby found to be true and correct legislative and factual findings of the Village of Salado and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.
- B. Popular Name:** This Ordinance shall be commonly referred to as "The Utility Line Extension Ordinance."
- C. Scope:** This Ordinance, and the rules and regulations adopted herein, shall apply generally within the Village limits.
- D. Effective Date:** This Ordinance shall take effect immediately upon passage and publication.

SECTION II. ADOPTION

Ordinance No. 2024-__ is hereby adopted as follows:

SECTION 1: Payment; pro rata reimbursement for connection to existing Village utility line.

(a) Any person who develops or subdivides any tract of land located within the Village or within the Village's extraterritorial jurisdiction, unless a variance or exception has been granted, shall be required to:

(1) Install and/or extend, at his/her sole expense, all main and lateral water and/or sanitary sewer lines required under Village ordinances to connect the subdivided/developed property to the nearest available Village utility main line, subject to the Village's approval of the design and contractor; and

(2) comply fully with the Village's subdivision ordinance regarding construction of said lines; and/or

(2) Reimburse, in accordance with the provisions of this ordinance, any holder of a certificate of reimbursement and/or the Village, a pro rata share of the cost before being able to connect to any existing utility line, subject to a certificate of reimbursement, if the person did not pay for the installation or extension of the existing utility line to which connection is being made.

(b) Provided, however, that (1) if the Village requires that any part of a utility line that is to be installed at the subdivider's and/or developer's cost be of a diameter larger than necessary to serve the tract of land being subdivided and/or developed; and/or (2) if the Village requires that the line be installed or extended in a manner that will increase the cost to the developer/subdivider, the Village may, but is not required to, pay for the excess cost as soon as funds can be made available or be appropriated.

(c) The sizes and type of the facilities proposed to be extended shall be determined by the Village and shall be in conformance with Village's subdivision regulations, any comprehensive plan and utility infrastructure master plans, and the city's standards and specifications. This provision applies to all applicants regardless whether they subdivide their property or not.

(d) In no event will the city be required to make extensions to or to connect individuals, non-developers, or developers to the utility system if there is no capacity in the utility plant to provide the service. The Village may enter into a utility improvement agreement with an applicant for the expansion of the utility plant.

(e) In no event will the city be required to make extensions to or participate in the cost of improvements under the provisions of this chapter if there are no funds available, or if, at the discretion of the Village, the extension or improvement is not practical, or otherwise warranted, or is for an unreasonable consumer use.

Commented [JK1]: In a lot of cities, it's the city that constructs the line extension (but only after the landowner has paid up front for it) so that the City can control the construction specs/quality.

(f) All utility facilities are owned and operated by the Village. Any extensions of the Village's utility facilities made by an applicant or developer, pursuant to a utility improvement agreement, after inspection and acceptance by the Village, shall be owned by the Village.

(g) Where recorded public utility easements in favor of the Village do not exist on the property of an individual, non-developer, or developer who is requesting utility service from the Village, the individual, non-developer, or developer shall grant to the Village a permanent recorded public utility easement for poles, wires, conduits, drainage channels, storm sewers, sanitary sewer utilities, water lines, gas lines, or other utilities to the Village. If the applicant is required to extend service, the applicant shall obtain all necessary public utility easements in favor of and dedicated to the Village for the location of all off-site facilities required to provide service to the applicant. The easements shall be at least ten feet wide; however, if the Village determines a greater width is necessary, the Village may require a maximum width of up to 30 feet. The easements required by this Ordinance shall extend along all roadway frontages of the property and shall parallel as closely as possible the street line frontage. Failure to grant the required easements shall result in the denial of service.

(h) The Village Administrator may require a person requesting service to obtain more than one service connection and meter if the service address has more than one building or structure that will be connected to the system and the buildings or structures are separately metered for water service.

SECTION 2: Reimbursement by owners of unsubdivided/unplatted homesteads.

Any person who owns a tract of land that is unsubdivided or unplatted on the effective date of this Ordinance that is not greater than five (5) acres, can construct one single-family dwelling and may connect the tract of land to any water or sanitary sewer main installed or extended by the Village, if the person claims the land as a homestead. Before being able to connect to the Village's main utility line, the person shall have to (1) reimburse the Village in accordance with the pro rata reimbursement formula set forth herein, or pay \$2,500.00, whichever is less; or (2) pay nothing if the owner of the land signs an irrevocable agreement to have the subject tract of land annexed into the Village limits if the land is outside the Village limits and waives the right to preparation of a service plan; provided, however that the land can be legally annexed; and (3) pay any applicable permit and/or tap fees. The connection shall be a single connection to serve only the single-family dwelling on the land. Further, the use of any septic tank on the tract of land shall be discontinued. If the tract of land is subsequently subdivided and platted, the person subdividing the land shall be required to reimburse the Village in accordance with the reimbursement formula set forth herein or \$2,500.00 per lot, whichever is greater.

SECTION 3: Reimbursement by owners of commercial lots, mobile home parks, and multifamily dwelling structures in the Village's extraterritorial jurisdiction.

(a) Any person who owns a tract of land that is unsubdivided or unplatted and lying in the city's extraterritorial jurisdiction ("ETJ") on the effective date of this Ordinance, and which tract

contains commercial lots, mobile home parks, or multifamily dwelling structures, may connect the tract of land to any water or sanitary sewer main installed or extended by the Village to provide service to each lot or unit.

(b) Before being able to connect to the Village's main utility line, the person shall have to (1) reimburse the Village for 100% share of the cost of the mainline, lift stations, force mains, and main service lines to the property, in accordance with the pro rata reimbursement formula set forth herein; or (2) reimburse the Village for 50% share of the cost of the mainline, lift stations, force mains, and main service lines to the property, in accordance with the pro rata reimbursement formula set forth herein, if the owner of the land signs an irrevocable agreement to have the subject tract of land annexed into the Village limits if the land is outside the Village limits and waives the right to preparation of a service plan; provided, however that the land can be legally annexed; and (3) pay any applicable permit and/or tap fees. Further, the use of any septic tank on the tract of land shall be discontinued following connection to the Village's line.

SECTION FOUR: Certificate of Reimbursement

- (a) Whenever any person pays for the installation or extension of any main utility lines, the Village shall issue the person a certificate of reimbursement which entitles the person to receive a reimbursement of a pro rata share of the cost of the installation or extension, in accordance with the reimbursement provisions in this Ordinance.
- (b) The certificate of reimbursement shall be signed by the Village Administrator or his or her designee. Such certificate shall set forth the reimbursement of the pro rata share of the costs to be paid by any person who, in the future, connects any tract of land to such utility line.
- (c) Such certificate shall be issued to the developer or subdivider and shall not run with the land but be the property of the subdivider or developer that paid for the installation/extension of the utility lines.
- (d) The reimbursement certificate may be assigned, transferred, or sold, and shall have no expiration date.
- (e) The Village shall have no obligation to seek reimbursement on behalf of the certificate holder. Whenever the Village pays for the installation or extension of any main utility lines, the Village retains the right to seek reimbursement under the provisions of this Ordinance.

SECTION 5: Pro rata reimbursement

(a) The pro rata charge, as calculated in the reimbursement contract, for each new property connection will be based upon a front footage, acreage basis or a point system, as determined by the Village Administrator or his or her designee. If using a point system, the number of points will be calculated according to length of frontage, acreage, and distance from the origin of the extension to the end of frontage. Points will be computed as follows:

F = 10 points per linear foot of frontage

A = 500 points per acre of land

D = 0.1 points per acre per linear foot of distance from extension origin (0.1 x number of acres x length of extension) (D) x (A) x (F) (0.1 x the number of acres x the length of the extension)

(b) The monetary value of each point is obtained by dividing the total number of points for all properties that may be connected to the main utility line, including the property of the person installing or extending the main utility line, into the total cost of the installation and/or extension of the main utility line, and each property is then reimbursed proportionally by its number of points.

(c) For properties that do not front along the utilities extension right-of-way or easement, but will be served by the extension, are still subject to the pro rata assessment. The number of points are calculated the same way but the points for the front footage are omitted. This is to offset the costs of running a line from the utilities extension to the property.

(d) Such reimbursement shall be paid to the holder of the reimbursement certificate subject to the right of the Village receiving the administrative charge as provided for above. In those cases where there is no reimbursement certificate issued on the property because of the extension of the lines occurred prior to the effective date of this Ordinance, then the reimbursement shall be made to the Village for all extensions, unless the original developer providing for the extension of such line has an existing valid contract providing for reimbursement.

(e) The Board of Aldermen may authorize payment of the reimbursement to the Village to be made in installments under terms and conditions that are written and do not exceed ten years to pay.

(simpler alternative to section 5 for pro rata reimbursement that gives the Village some discretion in approving reimbursement):

(a) Unless otherwise specified in an agreement between the applicant and the Village, the total costs of extending the utility facilities to and across the applicant's property shall be borne solely by the applicant, with the following exceptions:

(1) Upon approval and acceptance of the system by the Village, the Village may elect to participate in the cost to oversize the facilities.

(2) The Village may also pay to the applicant by agreement pro rata charges as received from subsequent applicants who desire to connect to the facilities, with the total payment not to exceed the amount of the original applicant's cost of off-site improvements, less the applicant's pro rata share. The pro rata agreement shall describe when and how payments of the collected pro rata charges are dispersed to the applicant. The maximum period of time for the pro rata reimbursement to the applicant for the off-site mains shall not exceed ten years. The applicant shall have no claim against the Village for any expenses not reimbursed and any pro rata charges not received within ten years, nor any fees received after ten years.

(b) In the event the Village and an applicant execute a pro rata reimbursement agreement, pro rata charges shall be collected at the time of application for utility service.

SECTION III. SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the Village under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION IV. SEVERABILITY CLAUSE

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen of the Village of Salado in adopting, and of the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall be come inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION V. REPEALER CLAUSE

The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other Ordinance.

SECTION VI. EFFECTIVE DATE

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

SECTION VII. NOTICE AND MEETING CLAUSE

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

SECTION VIII. PUBLICATION

This Ordinance shall become effective immediately upon the date of its publication as required by Section 52.011 of the Texas Local Government Code. The Village Secretary is hereby directed to cause the caption of this Ordinance to be published in the manner required by law.

PASSED AND APPROVED on SECOND READING this, the __ day of ____, 2024, by a vote of __ (ayes) to __ (nays) and __ abstentions vote of the Board of Aldermen of the Village of Salado, Texas.

Bert Henry, Mayor

ATTEST:

Debbie Bean, Village Secretary

Approved to Form:

Josh Katz, Village Attorney

