

*Village
Of
Salado*



SPECIAL BOARD OF ALDERMEN MEETING
SALADO MUNICIPAL BUILDING
301 N. STAGECOACH, SALADO, TEXAS
DECEMBER 30, 2024, 6:30 P.M.

REVISED AGENDA

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

PLEDGE OF ALLEGIANCE / SALUTE TO THE TEXAS FLAG

1. PUBLIC COMMENTS

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

2. PUBLIC HEARING

- (A) A PUBLIC HEARING ON THE POSSIBLE ADOPTION OF AN ORDINANCE FOR THE VOLUNTARY ANNEXATION OF APPROXIMATELY 7.109 ACRES OF LAND OWNED BY SALADO HOSPITALITY INVESTMENTS LLC, ALSO KNOWN AS THE HOLIDAY INN EXPRESS, LOCATED AT 1991 N. STAGECOACH ROAD, SALADO, TEXAS 76571.

3. DISCUSSION AND POSSIBLE ACTION

- (A) DISCUSSION AND POSSIBLE ACTION ON APPROVING A DEVELOPMENT AGREEMENT PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, SUBSECTION G, BETWEEN THE VILLAGE OF SALADO, TEXAS, A TEXAS GENERAL LAW MUNICIPALITY AND SALADO HOSPITALITY INVESTMENTS, LLC.
- (B) DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2024-26, AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE VILLAGE OF SALADO, BELL COUNTY, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE VILLAGE; ADOPTING A SERVICE PLAN; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; 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 December 23, 2024, by 5:00 p.m.

Debra Bean

Debra Bean, City Secretary

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

Agenda Item # 1



Date Submitted:

Agenda Date Requested: December 26, 2024

Agenda Item:

PUBLIC COMMENTS

Project/Proposal Summary:

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.

Agenda Item # 2A



Date Submitted:

Agenda Date Requested: December 26, 2024

Agenda Item:

PUBLIC HEARING

Project/Proposal Summary:

2. PUBLIC HEARING

(A) A PUBLIC HEARING ON THE POSSIBLE ADOPTION OF AN ORDINANCE FOR THE VOLUNTARY ANNEXATION OF APPROXIMATELY 7.109 ACRES OF LAND OWNED BY SALADO HOSPITALITY INVESTMENTS LLC, ALSO KNOWN AS THE HOLIDAY INN EXPRESS, LOCATED AT 1991 N. STAGECOACH ROAD, SALADO, TEXAS 76571.

VILLAGE OF SALADO PUBLIC HEARING

Notice is hereby given that on December 30, 2024, the Board of Aldermen will hold a public hearing and consider adoption of an ordinance for the voluntary annexation of approximately 7.109 acres of land owned by Salado Hospitality Investments, LLC, located at 1991 N. Stagecoach Road, Salado, Texas 76571. The meeting will be held at the Municipal Building at 6:30 p.m., located at 301 N. Stagecoach Road, Salado, Texas 76571. If you wish to comment, but are unable to attend, written comments may be submitted to the City Planner via email at gpence@saladotx.gov prior to the meeting.

Agenda Item # 3A



Date Submitted:

Agenda Date Requested: December 26, 2024

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

3. DISCUSSION AND POSSIBLE ACTION

(A) DISCUSSION AND POSSIBLE ACTION ON APPROVING A DEVELOPMENT AGREEMENT PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, SUBSECTION G, BETWEEN THE VILLAGE OF SALADO, TEXAS, A TEXAS GENERAL LAW MUNICIPALITY AND SALADO HOSPITALITY INVESTMENTS, LLC.

DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF SALADO, TEXAS
AND
SALADO HOSPITALITY INVESTMENTS, LLC

DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF BELL §

This Development Agreement (“Agreement”) is entered into pursuant to Texas Local Government Code Chapter 212, Subsection G, between the Village of Salado, Texas, a Texas general law municipality (the “Village”) and Salado Hospitality Investments, LLC (“Owner.”). In this Agreement, the Village and Owner are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

Owner owns approximately 7.109 acres of land located in the extraterritorial jurisdiction (“ETJ”) of the Village, with such property being described by survey and/or metes and bounds on Exhibit A attached hereto (the “Land”). The Village and Owner desire that the Land be governed by this Agreement.

The Village has authority to annex property within its ETJ pursuant to Section 212.172 of the Texas Local Government Code.

Owner intends to develop the Land as a hotel or hotels to serve the residents community, as well as the region and State. The development will include facilities that will serve tourists and visitors to the area.

The Village has established a Future Land Use Plan (“Future Plan”) to guide the Village in planning for future growth and development. The Village has determined agreements with developers such as Owner will benefit the Village by establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging economic growth, and promoting the welfare of all present and future citizens of the Village.

Owner and the Village wish to enter into this Agreement to provide an alternative to the Village’s typical regulatory process for development, encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement and provide assurances of a high-quality development that will benefit the present and future residents of the Village, the Village’s extraterritorial jurisdiction and the County.

The Village of Salado has authority to annex property in its ETJ pursuant to Chapter 43 of the Texas Local Government Code. The Village may negotiate a development agreement with property owners under section 212.172 of the Local Government Code.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Village, Pampa, and Owner agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 Agreement: This development agreement is between the Village of Salado and Salado Hospitality Investments, LLC
- 1.2 Applicable Rules. The Village rules, regulations, fee schedule, and official policies in effect as of the date of this Agreement will be applicable to the development of the Land, as modified by this Agreement.
- 1.3 Board of Aldermen. The Board of Aldermen of the Village of Salado, Texas.
- 1.4 County. Bell County, Texas.
- 1.5 Owner. Salado Hospitality Investments, LLC
- 1.6 Initial Term. The term of this Agreement, commencing on the Effective Date and continuing for ten (10) years thereafter.
- 1.7 Land. Approximately 7.109 acres of land as described in **Exhibit A**.
- 1.8 Planning and Zoning Commission. The Planning and Zoning Commission of the Village.
- 1.9 Village. The Village of Salado, Texas, a Texas general law municipality.

ARTICLE 2 PUBLIC BENEFITS, INFRASTRUCTURE, AND AMENITIES

- 2.1 Orderly Growth. The Village agrees to annex the Land upon the Owner's application to ensure development of the Land occurs in an orderly manner in order to protect the health, safety, and welfare of its present and future citizens, protect property values, and provide for the growth of the Village's tax base. This Agreement will benefit the Village by facilitating development within the Village, which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, and the development of a balanced community that includes commercial, residential, and civic uses.
- 2.2 Economic Growth. The development of the Land will benefit the Village by providing new employers and an expanded job market for the residents of the Village, furthering the development of an expanded commercial tax base and making increased services available to residents of the Village and its extraterritorial jurisdiction.

2.3 Commerce and Tourism. The Village has an active tourism industry and would like to increase the availability of its resources and enhance its attractions, as well as provide further businesses to serve the residents of the area.

ARTICLE 3 PARTIES' DUTIES

3.1 Owner shall:

1. Petition the Village for voluntary annexation of the Land into the Village limits.
2. Upon annexation into the Village, Owner shall petition for zoning of the Land as LR (Local Retail District)

3.2 The undersigned Owner(s) represent that they are authorized to execute this Agreement, individually and in stated capacity, and that they represent one hundred percent (100%) of the surface ownership in the undivided fee simple interest in this property.

3.3 Village shall:

1. Annex all Land upon petition for annexation.
2. Upon annexation and petition for zoning by Owner, shall zone the Land as LR (Local Retail District)
3. Existing uses of the Land at the time of annexation shall continue upon annexation, and subsequently zoning appropriate for said uses shall be adopted.
4. Cooperate and support the provision of water and sewer service to the Land as provided herein. Nothing herein shall be construed to compel or obligate the Village to use its power of eminent domain to cooperate and support the provision of water service to the Land.

3.4 The Village is not responsible for the design or construction of the any water or wastewater infrastructure necessary to serve the Land.

ARTICLE 4 PROPERTY DEVELOPMENT

4.1 Governing Regulations. Except as otherwise provided in this Agreement, the Village rules, regulations, and official policies applicable to the development of the Land (the "Applicable Rules") during the term of this Agreement will be those Village ordinances, regulations, fees, and official policies (collectively, "Village Rules") in force and as interpreted by the Village by policy or practice on Effective Date of this Agreement.

4.2 No Village Rules adopted after the date of this Agreement, whether by means of an ordinance, initiative, referendum, resolution, policy, order, or otherwise, including any cost increases, are or will be applicable to the Land unless otherwise provided in this Agreement or applicable state law, or the application is agreed to, in writing, by Owner and the Village.

4.3 For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, and the applicable Village Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

4.4 Project Approvals and Entitlements.

4.4.1 Project Approvals: The Owner has and shall continue to submit improvement plans to the Village and acquire any required permits from the Village prior to construction of any planned improvements. Such improvements shall comply with the Applicable Rules, unless otherwise waived or excepted to by this Agreement or by the subsequent agreement of the parties, as well as federal, state, and local laws. The Village agrees to not delay in granting such permits to the Owner upon Owner's proper request and application.

4.4.2 Signage. The Village agrees to the following signage uses on the Land:

Two additional pole signs shall be permitted on the Land for a total of three (3) pole signs on the Land in a location of Owner's choosing, with a maximum of one (1) pole sign per subdivided parcel. The height of the additional pole signs shall equal the existing Holiday Inn pole sign or the elevation of the sea level sign height of the QT located directly across IH-35 from the Land, whichever is higher in elevation of the two. Signage shall be limited in surface area to 633 square feet per sign. If Owner desires during the Term of this Agreement to relocate or remodel any then-existing signage, such relocation or re-model shall be deemed administratively approved by the Village so long as the height and square footage requirements above remain consistent.

ARTICLE 5 TERM, AUTHORITY, AND VESTING OF RIGHTS

5.1 Term.

5.1.1 Initial Term. The term of this Agreement will commence on the Effective Date and continue for ten (10) years thereafter ("Initial Term"), unless sooner terminated under this Agreement.

5.1.2 After the Initial Term, the Agreement may be extended for up to an additional 5 (five) years by mutual agreement of the Parties.

5.1.3 Thereafter, any further extension(s) of the term of this Agreement will be subject to the mutual agreement of the Village and the Owner.

5.1.4 Extensions. In order to request extension of the term of this Agreement beyond the Initial Term as described in Section 5.1.1, the Owner must notify the Village in writing at least 180 (one-hundred-and-eighty) days prior to the last day of the then-current term that it wishes to extend the term of this Agreement. Any extension of the term of this Agreement after the 15-year term will be subject to the mutual agreement of the Village and the Owner as set forth in 5.1.1.

5.1.5 Expiration. Except as otherwise provided herein, after the Initial Term and any Extension Period(s), this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from approvals previously granted for portions of the development actually constructed.

5.1.6 Termination or Amendment. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the Village and the Owner or may be terminated or amended only as to a portion of the Land by the mutual written consent of the Village and the owners of only the portion of the Land affected by the amendment or termination.

5.2 Authority. This Agreement is entered into, in part, under the statutory authority of Section 42.044 and Chapter 380 of the Texas Local Government Code, which authorize the Village to make written contracts with the owners of land within an area in which tourist-related businesses and facilities will be located, establishing lawful terms and considerations that the Parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The Parties intend that this Agreement guarantee the annexation of the Land as provided in this Agreement; authorize certain land uses and development of the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the Village.

5.3 Equivalent Substitute Obligation. If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances, or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party's reasonable and practical control, the Parties will cooperate, to an extent reasonable, to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and as is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

ARTICLE 6 GENERAL PROVISIONS

6.1 Assignment; Binding Effect. This Agreement and the rights and obligations of Owner hereunder, may be assigned by Owner to a subsequent purchaser of all or a portion of the Land provided that the assignee assumes all of the obligations that are assigned. The Village must approve any assignment of the Agreement and the rights and obligations of Owner hereunder, which approval shall not be unreasonably withheld. Any assignment shall be in writing, shall specifically describe the property in question, shall set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the Village. Upon any such assignment, Owner will be released of any further obligations under this Agreement as to the property sold and obligations assigned and those obligations shall transfer to the approved assignee. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.2 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and unenforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

6.3 Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bell County, Teas.

6.4 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

6.5 Default. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The Village may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein and those shall be resolved through the Village's normal processes.

6.6 Remedies for Default. If either Party defaults under this Agreement and fails to cure the default within the applicable period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. In the event of default by the Village, Owner will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies available at law, including specific performance. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

Each of the parties acknowledge that a failure by it to perform its obligations under this Agreement in the time and manner required herein could result in significant damages to the other party and could preclude, on a temporary or permanent basis, that party's ability to develop its properties. If litigation is commenced as a result of a default hereunder, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees incurred in enforcing its rights hereunder.

The parties agree they will each make reasonable efforts to settle any claim or controversy arising out of this Agreement through communication and negotiation with each other. If such efforts should fail, then the involved dispute shall be submitted to a mutually acceptable mediator. Neither party shall unreasonably withhold acceptance of a mediator, and selection of the mediator shall be made within fifteen (15) days after written notice by one of the parties to the other that mediation

is desired. The cost of such mediation, and of any other subsequent alternative dispute resolution procedures agreed to by the parties, shall be shared equally. The parties agree to appear before the mediator and to engage in mediation in good faith.

6.7 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

6.8 Attorney's Fees. The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

6.9 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

6.10 Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties with proper authority to enter into an amendment.

6.11. Exhibits, headings, Construction & Counterparts. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

6.12. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

6.13. Authority for Execution. The Village certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with Village ordinances and other applicable legal requirements. Owner certifies,

represents, and warrants that the execution of this Agreement is duly authorized in conformity with their authority.

6.14. **Property Rights.** Owner expressly and unconditionally waives and releases the Village from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this the annexation Property contemplated by this Agreement.

6.15. **Notices.** Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

VILLAGE:

Original: Village Administrator
301 N. Stagecoach Rd.
Salado, TX 76571

OWNER:

Original:
SALADO HOSPITALITY INVESTMENTS, LLC
SULEMAN SAYANI
3304 MONARCH
SAN ANTONIO, TX 78259

6.16. **Exhibits:** The exhibits to this Agreement shall be incorporated herein for all intents and purposes. The exhibits are listed as follows:

Exhibit A – Legal Description of the Land

- A 5.510-acre parcel located in the Young Williams Survey, Abstract No. 861, Bell County, Texas, being the remaining portion of that called 7.062-acre tract recorded in document No. 200800004279, Official Public records, Bell County, Texas
- A 1.599-acre parcel, being Lot 2, Block 1, Sanders Park Addition, Cabinet C, Slide 384-A, Plat Records, Bell County, Texas.

THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT TO BE EFFECTIVE ON _____, 2024.

VILLAGE OF SALADO	SALADO HOSPITALITY INVESTMENTS, LLC
By: _____	By: <u>S. Sayani</u>
Printed Name: _____	Printed Name: Suleman Sayani
Title: _____	Its: <u>MANAGER</u>

Agenda Item # 3B



Date Submitted:

Agenda Date Requested: December 26, 2024

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

3. DISCUSSION AND POSSIBLE ACTION

(B) DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2024-26, AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE VILLAGE OF SALADO, BELL COUNTY, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE VILLAGE; ADOPTING A SERVICE PLAN; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

ORDINANCE ANNEXING TERRITORY

Ordinance No. 2024-26

“Salado Hospitality Investments LLC Annexation Ordinance”

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE VILLAGE OF SALADO, BELL COUNTY, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE VILLAGE; ADOPTING A SERVICE PLAN; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the Board of Aldermen (the “Board”) of the Village of Salado, Texas (the “Village”) seeks to promote the public health, safety, and general welfare of the residents of the City; and

WHEREAS, the laws of the State authorize the annexation of territory by the Village, subject to the requirements therein and the laws of this State; and

WHEREAS, § 43.0671 of the Texas Local Government Code (the “LGC”) permits the Village to annex an area if each owner of land in that area requests the annexation;

WHEREAS, when the Village wishes to annex such an area, LGC Section 43.0672 requires the Village to enter into a written agreement with the property owner(s) that sets forth the Village services to be provided for the property to be annexed on or after the date of annexation;

WHEREAS, Salado Hospitality Investments, LLC owns certain parcels of land situated in Bell County, Texas which consists of approximately 7.109 acres of land, such property being more particularly described and set forth in **Exhibit A** attached and incorporated herein by reference (the “Property”);

WHEREAS, on or about October 18, 2024, Salado Hospitality Investments, LLC filed a written request with the Village for full purpose annexation of the Property;

WHEREAS, the Property to be annexed is adjacent to the boundaries of the Village; and

WHEREAS, the Property to be annexed is within the Village’s extraterritorial jurisdiction, and the Property is not within the extraterritorial jurisdiction of any other city; and

WHEREAS, Texas Local Government Code § 43.052(h)(1) states that a city does not have to place an area in a municipal annexation plan if “the area contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract;” and

WHEREAS, the Property to be annexed contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract; and

WHEREAS, the Village is authorized by law to annex such an area; and

WHEREAS, pursuant to § 43.0672 of the LGC, the Village and Salado Hospitality Investments, LLC have entered into a Municipal Services Agreement (attached as **Exhibit B**) listing each service that the Village will provide on the effective date of annexation and a schedule that includes the period within which the Village will provide each service that is not provided on the effective date of annexation; and

WHEREAS, the Village has provided written notice to each public entity in which the proposed annexation area is located, as required by sections 43.905 and 43.9051 of the Texas Local Government Code; and

WHEREAS, the Village has conducted a public hearing on the proposed annexation of the Property in accordance with § 43.0673 of the LGC; and

WHEREAS, newspaper notice of the public hearing was published in accordance with § 43.0673 of the LGC and posted on the Village’s Internet website; and

WHEREAS, the Board of Aldermen finds that it is in the best interests of the Village to annex the above described Property into the Village’s municipal limits;

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

Section 1. Findings of Fact. All of the above premises are hereby found to be true and correct legislative and factual findings of the Board of Aldermen and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

Section 2. Annexation. The heretofore described Property is hereby annexed to the Village of Salado, Bell County, Texas, and that the boundary limits of the Village of Salado be and the same are hereby extended to include the above described territory within the village limits of the Village of Salado, and the same shall hereafter be included within the territorial limits of said Village, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Village of Salado and they shall be bound by the acts, ordinances, resolutions, and regulations of said Village.

A municipal services agreement for the area is adopted and attached as **Exhibit B**.

The Village Secretary is hereby directed to file with County Clerk of Bell County, Texas, a certified copy of this ordinance.

If any portion of the Property described in this Ordinance is incapable of being annexed by the Village, for any reason, it is the Board of Aldermen's intent to not annex that portion of the Property and that portion of the Property is automatically severed from the tract in question. The Board of Aldermen declares that it would have adopted the valid portions of this Ordinance and annexed the valid Property without the invalid portions, and therefore the invalidity of any part shall not invalidate other sections or provisions of this Ordinance or invalidate the annexation of the valid Property.

SECTION IV. SAVINGS

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 City under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION V. SEVERABILITY

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 become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION V. REPEALER

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 that 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

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 Open Meetings Act, Chapter 551 of the Texas Government Code.

Passed by the Board of Aldermen of the Village of Salado at a meeting for which due notice was given this the 30th day of December, 2024.

APPROVED:

Bert Henry, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Debra Bean, Village Secretary

Joshua Katz, Village Attorney

Exhibit A – Legal Description of the Land

- A 5.510 acre parcel located in the Young Williams Survey, Abstract No. 861, bell County, Texas, being the remaining portion of that called 7.062 acre tract recorded in document No. 200800004279, Official Public records, Bell County, Texas
- A 1.599 acre parcel, being Lot 2, Block 1, Sanders Park Addition, Cabinet C, Slide 384-A, Plat Records, Bell County, Texas.

Exhibit B



Village of Salado, Texas

301 N. Stagecoach Rd.

Salado, Texas 76571

(254) 947-5060 Fax: (254) 947-5061

www.saladotx.gov

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF SALADO, TEXAS
AND SALADO HOSPITALITY INVESTMENTS, LLC**

This **MUNICIPAL SERVICES AGREEMENT** (“Agreement”) dated effective December 30, 2024, is made and entered by and between the Village of Salado, Texas (“Village”), a general-law municipality of the State of Texas, and Salado Hospitality Investments, LLC (“Owner”).

WITNESSETH THAT:

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code (the “LGC”) permits the Village to annex an area if each owner of land in that area requests the annexation;

WHEREAS, when the Village wishes to annex such an area, LGC Section 43.0672 requires the Village to enter into a written agreement with the property owner(s) that sets forth the Village services to be provided for the property to be annexed on or after the date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Bell County, Texas which consists of approximately 7.109 acres of land in the Village’s extraterritorial jurisdiction, such property being more particularly described and set forth in **Exhibit A** attached and incorporated herein by reference (the “Property”);

WHEREAS, On or about October 18, 2024, Owner has filed a written request with the Village for full purpose annexation of the Property;

WHEREAS, Village and Owner desire to set out the Village services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Village Board of Aldermen;

01080675;1

Ordinance No. 2024-26 (“Holiday Inn Annexation Ordinance”)
Adopted December 30, 2024

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, Village and Owner agree as follows:

- 1. Property.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
- 2. Intent.** By this Agreement, the Village agrees to provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
- 3. Municipal Services.**
 - a. Commencing on the effective date of annexation, the Village will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the Village may extend municipal services to any other area of the Village, including the Village’s infrastructure extension policies and developer or property owner participation in accordance with applicable Village ordinances, rules, regulations, and policies.
 - i. Fire – Bell County Emergency Services District #1 will provide emergency and fire protection services.
 - ii. Police – The Village’s Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services – Bell County contracts with AMR Company, which will provide emergency medical services to Owner via its contract to provide services within the Village Limits.
 - iv. Planning, Zoning, and Building – The Village will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. Publicly Owned Parks, Facilities, and Buildings – Owner will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, swimming pools, etc.) and buildings throughout the Village.
 - vi. Streets. The Village’s Transportation and Public Works Department will maintain the public streets and streetlights over which the Village has jurisdiction. The Village will provide regulatory signage services in accordance with the Village policies and procedures, and applicable law.
 - vii. Water and sewer. Existing, occupied structures that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. Owner may request, and negotiate with the Village, a future sewer line extension to the Property.

- viii. Solid Waste Services. The Village’s solid waste services franchisee will provide solid waste collection services in accordance with existing Village ordinances and policies, except where prohibited by law.
 - ix. Code Compliance. The Village’s Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
- b. It is understood that the Village is not required to provide a service that is not included in this Agreement.
 - c. Owner understands and acknowledges that the Village departments listed above may change names or be re-organized by the Village Administrator. Any reference to a specific department also includes any subsequent Village department that will provide the same or similar services.
4. **Authority**. Village and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the Village Board of Aldermen. Nothing in this Agreement guarantees favorable decisions by the Village Board of Aldermen.
5. **Severability**. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
6. **Interpretation**. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
7. **Governing Law and Venue**. Venue shall be in the state courts located in Bell County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
8. **No waiver**. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party’s right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **Governmental Powers.** It is understood that by execution of this Agreement, the Village does not waive or surrender any of its governmental powers or immunities.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Agreement Binds Successors and Runs With The Land.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties. Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

Village of Salado, Texas

By: _____

Name: _____

Title: _____

Date: _____

Salado Hospitality Investments, LLC

By: Sulemani

Name: SULEMAN SAYANI

Title: MANAGER

Date: 12/23/2024

Exhibit A

- A 5.510 acre parcel located in the Young Williams Survey, Abstract No. 861, Bell County, Texas, being the remaining portion of that called 7.062 acre tract recorded in document No. 200800004279, Official Public records, Bell County, Texas
- A 1.599 acre parcel, being Lot 2, Block 1, Sanders Park Addition, Cabinet C, Slide 384-A, Plat Records, Bell County, Texas.