



**REGULAR BOARD OF ALDERMEN MEETING
SALADO MUNICIPAL BUILDING
301 N. STAGECOACH RD.
SALADO, TEXAS
FEBRUARY 6, 2025**

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

www.youtube.com/@VillageofSalado



Join the meeting 5 minutes before the posted start time.

AGENDA

CALL TO ORDER

FEBRUARY 6, 2025, 6:30 P.M.

CALL OF ROLL

VILLAGE ADMINISTRATOR

INVOCATION

MAYOR BERT HENRY

PLEDGE OF ALLEGIANCE I SALUTE TO THE TEXAS FLAG

1. PRESENTATION

PRESENTATION FROM THE OFFICE OF TEXAS STATE SENATOR PETE FLORES TO POLICE OFFICER EDWARD FERDIN.

MAYOR'S AWARD FOR EXEMPLARY SERVICE DURING 2024 TO POLICE OFFICER EDWARD FERDIN.

2. 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.

3. CONSENT AGENDA

(A) APPROVAL OF THE MINUTES OF JANUARY 16, 2025, REGULAR BOARD OF ALDERMEN MEETING

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

5. VILLAGE ADMINISTRATOR'S UPDATE

- TEXAS DEPARTMENT OF TRANSPORTATION GRANT AWARDS ON THE MILL CREEK ROAD PROJECT AND ROYAL STREET ROAD PROJECT.
- FUNDS IN ESCROW SEGREGATED FROM GENERAL FUND

6. DISCUSSION AND POSSIBLE ACTION

(A) DISCUSSION AND POSSIBLE ACTION ON THE INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF SALADO BOARD OF ALDERMEN AND THE SALADO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

REGARDING THE TEXAS DEPARTMENT OF TRANSPORTATION GRANT AWARD FOR THE CONSTRUCTION COSTS OF INSTALLING A SHARED-USE PATH (THE "SIDEWALK") ALONG WILLIAMS ROAD BETWEEN FM 2484 AND WEST VILLAGE ROAD.

(B) DISCUSSION AND POSSIBLE ACTION ON ISSUING AN EVENT PERMIT FOR PROPOSED 2025 SIRENA FEST TO BE HELD ON OCTOBER 4, 2025, AT PACE PARK, INCLUDING THE CLOSING OF PACE PARK ROAD.

(C) PUBLIC HEARING:

POSSIBLE ACTION ON ZONING 2.085-ACRES AS LOCAL RETAIL (LR) ZONING DISTRICT, OWNED BY CELTS INTERNATIONAL, LLC, PROPERTY KNOWN AS SALADO CENTER DEVELOPMENT, LOCATED NORTHWEST OF THE INTERSECTION OF FM 2484 AND IH-35.

(D) DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2025-06, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS ADOPTING ZONING FOR THE SALADO CENTER DEVELOPMENT PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF SALADO AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

(E) PUBLIC HEARING:

POSSIBLE ACTION ON ZONING 7.109-ACRES AS LOCAL RETAIL (LR) ZONING DISTRICT, PROPERTY LOCATED AT 1991 N. STAGECOACH ROAD, SALADO, TX, OWNED BY SALADO HOSPITALITY INVESTMENTS, LLC, THE SITE OF THE HOLIDAY INN EXPRESS.

(F) DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2025-07, AN ORDINANCE ADOPTING ZONING FOR THE HEREINAFTER DESCRIBED TERRITORY PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF SALADO; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

(G) DISCUSSION AND POSSIBLE ACTION ON ACCEPTING THE SALADO POLICE DEPARTMENT 2024 ANNUAL REPORT.

(H) DISCUSSION AND POSSIBLE ACTION ON APPROVING A JOINT RESOLUTION FOR JOINT ELECTION WITH THE BOARD OF TRUSTEES FOR SALADO INDEPENDENT SCHOOL DISTRICT, THE BOARD OF TRUSTEES

FOR THE SALADO PUBLIC LIBRARY DISTRICT, THE BOARD OF ALDERMEN FOR THE VILLAGE OF SALADO, AND THE BOARD OF TRUSTEES FOR THE BELL COUNTY EMERGENCY SERVICES DISTRICT #1 TO ENTER INTO A JOINT CONTRACT FOR THE ELECTION ON MAY 3, 2025.

- (I) DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2025-01-A, AMENDING AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING THREE (3) ALDERMEN ON THE VILLAGE OF SALADO BOARD OF ALDERMEN TO BE HELD JOINTLY WITH A SPECIAL ELECTION TO BE HELD JOINTLY WITH THE GENERAL ELECTION ON MAY 3, 2025 TO DETERMINE WHETHER TO REDUCE THE TAX RATE ADOPTED BY THE BOARD OF ALDERMEN FOR THE CURRENT YEAR TO THE VOTER-APPROVAL RATE; ESTABLISHING RULES AND REGULATIONS FOR CONDUCTING SUCH ELECTION; PROVIDING FOR NOTICE OF SUCH ELECTION AND PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, REPEALER, EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

- (H) DISCUSSION AND POSSIBLE ACTION ON APPROVING A 30-DAY LEAVE OF ABSENCE REQUEST FROM CITY SECRETARY DEBRA BEAN.
- (I) DISCUSSION AND POSSIBLE ACTION ON APPROVING THE APPOINTMENT OF:
 - LETICIA GAUNA AS ASSISTANT COURT CLERK & PERMIT CLERK
 - TERESA SPINKS AS ASSISTANT CITY SECRETARY & ADMINISTRATIVE ASSISTANT

- (J) DISCUSSION AND POSSIBLE ACTION ON AMENDING THE VILLAGE OF SALADO VILLAGE ADMINISTRATOR EMPLOYMENT AGREEMENT.

7. EXECUTIVE SESSION

- (A) CONVENE INTO EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.072 AND 551.073 REGARDING THE PROPOSED MUSTANG SPRINGS IMPROVEMENT DISTRICT.

8. 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 February 3, 2025, by 5:00 p.m.

Manuel De La Rosa

Manuel De La Rosa, Acting 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: February 3, 2025

Agenda Item:

PRESENTATION

Project/Proposal Summary:

1. PRESENTATION

PRESENTATION FROM THE OFFICE OF TEXAS STATE SENATOR PETE FLORES TO POLICE OFFICER EDWARD FERDIN.

MAYOR'S AWARD FOR EXEMPLARY SERVICE DURING 2024 TO POLICE OFFICER EDWARD FERDIN.

Agenda Item # 2



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

PUBLIC COMMENTS

Project/Proposal Summary:

2. 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 # 3 and 4



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

CONSENT AGENDA AND ITEM REMOVED FROM THE CONSENT AGENDA

Project/Proposal Summary:

3. CONSENT AGENDA

(A) APPROVAL OF THE MINUTES OF JANUARY 16, 2025, REGULAR BOARD OF ALDERMEN MEETING

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

**Village of Salado Municipal Building
301 North Stagecoach Road
Salado, Texas
Minutes of Regular Meeting of Board of Aldermen
January 16, 2025, at 6:30 p.m.**

The Board of Aldermen meeting was called to order at 6:30 p.m. by Mayor Henry.
The meeting was conducted in person and on YouTube.

Mayor Henry gave the Invocation, and the Board of Aldermen led the Pledge of Allegiance to the United States and Texas flags.

Board Members Present: Mayor Bert Henry, Alderman Michael MacDonald, Alderman Zach Hurst and Alderman D. Jasen Graham. Members absent: Mayor Pro Tem Rodney Bell.

Staff Present: Village Administrator Manuel De La Rosa, City Secretary Debra Bean, Police Chief Allen Fields, Marketing and Tourism Manager Deanna Whitson and City Planner Gina Pence.

1. PUBLIC COMMENTS

Public Comments were made by Linda Reynolds and Jim Boynton.

2. CONSENT AGENDA

(A) APPROVAL OF THE MINUTES OF DECEMBER 30, 2024, SPECIAL BOARD OF ALDERMEN MEETING

(B) APPROVAL OF THE MINUTES OF JANUARY 2, 2025, REGULAR BOARD OF ALDERMEN MEETING

(C) ACCEPTANCE OF THE POLICE DEPARTMENT MONTHLY REPORT

(D) ACCEPTANCE OF THE TOURISM DEPARTMENT MONTHLY REPORT

(E) APPROVAL OF THE MINUTES OF DECEMBER 30, 2024, SPECIAL BOARD OF ALDERMEN MEETING

(F) APPROVAL OF THE MINUTES OF JANUARY 2, 2025, REGULAR BOARD OF ALDERMEN MEETING

(G) ACCEPTANCE OF THE POLICE DEPARTMENT MONTHLY REPORT

(H) ACCEPTANCE OF THE TOURISM DEPARTMENT MONTHLY REPORT

Motion by Alderman Hurst to approve the Consent Agenda as presented. Seconded by Alderman Graham. All approved and motion carried by a vote of three in favor, none opposed.

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

None

4. **VILLAGE ADMINISTRATOR'S REPORT**

- **SALES TAX COLLECTION UPDATE**

Mr. De La Rosa reported the sales tax collection as \$77,995 representing November 2024, collected in December and allocated in January 2025.

5. **DISCUSSION AND POSSIBLE ACTION**

(A) **DISCUSSION AND POSSIBLE ACTION ON RESCINDING THE DECEMBER 19, 2024, CONDITIONAL APPROVAL OF THE SALADO SANCTUARY NORTH TRACT FINAL PLAT.**

No Public Comments were made regarding this item.

Motion by Alderman Graham to rescind and deny the December 19, 2024, conditional approval of the Salado Sanctuary North Tract Final Plat as discussed. Seconded by Alderman MacDonald. All approved and motion carried by a vote of three in favor, none opposed.

(B) **DISCUSSION AND POSSIBLE ACTION ON RESCINDING THE DECEMBER 19, 2024, APPROVAL OF AUTHORIZING THE APPLICANT, SANCTUARY DEVELOPMENT COMPANY LLC, TO POST A CASH PERFORMANCE BOND AND EXECUTION OF A PERFORMANCE AGREEMENT REGARDING THE SALADO SANCTUARY NORTH TRACT FINAL PLAT.**

No Public Comments were made regarding this item.

Motion made by Alderman Graham to approve authorizing the applicant, Sanctuary Development Company LLC, to post a cash performance bond and execution of a performance agreement regarding the Salado Sanctuary North Tract Final Plat as written. Seconded by Alderman Hurst. All approved and motion carried by a vote of three in favor, none opposed.

(C) DISCUSSION AND POSSIBLE ACTION ON APPROVING THE D.R. HORTON NORTH CENTRAL TEXAS OFFICE CONCEPT PLAN, PROPOSED IN THE EAGLE HEIGHTS SUBDIVISION, AT THE INTERSECTION OF WILLIAMS ROAD AND WEST VILLAGE ROAD.

Planner Pence presented this item. Mike Wilson with D.R. Horton was present to address questions. Public Comments were made by Darlene Walsh.

Motion by Alderman Graham to approve the plan as presented. Seconded by Alderman MacDonald. All approved and motion carried by a vote of three in favor, none opposed.

(D) DISCUSS AND POSSIBLE ACTION ON RATIFYING APPROVAL OF A PROPOSAL FROM EGSW, ENVIRONMENTAL GROUP SOUTHWEST, VIA JACOBS ENGINEERING, IN THE AMOUNT NOT TO EXCEED \$10,000.00 TO REHABILITATE ODOR CONTROL SYSTEMS.

No Public Comments were made regarding this item.

Motion made by Alderman Hurst to approve the proposal not to exceed \$10,000.00 to rehabilitate the odor control systems. Seconded by Alderman Graham. All approved and motion carried by a vote of three in favor, none opposed.

(E) DISCUSSION AND POSSIBLE ACTION ON APPROVING THE FINANCIAL REPORTS ENDING DECEMBER 31, 2024.

Public Comment made by Tim Fleischer. Motion made by Alderman Hurst to approve the Financial Reports as presented. Seconded by Alderman Graham. All approved and motion carried by a vote of three in favor, none opposed.

ADJOURNMENT

Mayor Henry called the meeting adjourned at 7:39 p.m.

Approved:

Bert Henry, Mayor

Attest:

Debra Bean, City Secretary

Agenda Item # 5



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

VILLAGE ADMINISTRATOR'S UPDATE

Project/Proposal Summary:

5. VILLAGE ADMINISTRATOR'S UPDATE

- TEXAS DEPARTMENT OF TRANSPORTATION GRANT AWARDS ON THE MILL CREEK ROAD PROJECT AND ROYAL STREET ROAD PROJECT.
- FUNDS IN ESCROW SEGREGATED FROM GENERAL FUND

Manuel De La Rosa

From: Daniel Davila <Daniel.Davila@txdot.gov>
Sent: Thursday, January 23, 2025 4:47 PM
To: Manuel De La Rosa
Subject: Village of Salado Projects

Importance: High

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!'

Hi Manny,

Thank you for taking time out of your day to discuss the current Salado projects. Below is the updated letting for Williams that we discussed due to the remaining environmental work still needed. We discussed moving royal street to September 2026; however, it was recommended to try to keep the project within the same fiscal year if possible. If the local government agrees with the revised let dates, please coordinate with KTMPO to receive their approval. Please CC myself on the email so I can document the coordination/approval.

0909-36-187 - Williams Rd Sidewalks – **September 2025** to ensure there is adequate time for environmental clearance.
0909-36-183 - Royal Street Improvements – **June 2026 (if feasible)** is preferred to keep it in the current fiscal year that it is in.

Thanks,

Daniel Davila

District Local Government Project Coord.

Waco District Operations

100 South Loop Drive Waco, TX 76704

Email: Daniel.Davila@txdot.gov

Office: 254.867.2849

Cell: 254.262.9926



Agenda Item # 6A



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(A) DISCUSSION AND POSSIBLE ACTION ON THE INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF SALADO BOARD OF ALDERMEN AND THE SALADO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES REGARDING THE TEXAS DEPARTMENT OF TRANSPORTATION GRANT AWARD FOR THE CONSTRUCTION COSTS OF INSTALLING A SHARED-USE PATH (THE "SIDEWALK") ALONG WILLIAMS ROAD BETWEEN FM 2484 AND WEST VILLAGE ROAD.



INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF SALADO BOARD OF ALDERMEN AND THE SALADO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

This Interlocal Agreement (the "Agreement") is made and entered into by and between the **Village of Salado, Texas**, a municipal corporation organized under the laws of the State of Texas ("Village"), and the **Salado Independent School District**, a public school district organized under the laws of the State of Texas ("Salado ISD"), collectively referred to as the "Parties," pursuant to Texas Government Code Chapter 791.

WHEREAS, the Village has been awarded a Texas Department of Transportation ("TXDOT") and Killeen-Temple Metropolitan Planning Organization ("KTMO") sidewalk grant to fund 80% of the construction costs of installing a shared-use path (the "sidewalk") along Williams Road between Highway 2484 and West Village Road (the "Project"); and

WHEREAS, the Village's required 20% match for the grant totals is \$123,133.60; and

WHEREAS, as part of the grant, the Village is required to reimburse TXDOT for engineering fees associated with the Project in the amount of \$13,978; and

WHEREAS, the Project also includes approximately \$10,000 in environmental studies and engineering design costs invoiced by the MRB Group; and

WHEREAS, Salado ISD will place appropriate funds in an escrow account with the Village sufficient to pay for the total cost of the Project; and

WHEREAS, the Project will mutually benefit both the Village and Salado ISD by providing improved pedestrian access along Williams Road, which is adjacent to Salado ISD facilities; and

WHEREAS, Salado ISD agrees to provide funding for the Project as described herein, and the Parties desire to memorialize the terms and conditions governing their joint participation in the Project; and

WHEREAS, the Parties are authorized individually to perform the governmental functions described in this Agreement; and

WHEREAS, this Agreement is authorized by the respective governing bodies of the Village and Salado ISD.

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

1. Purpose

This Agreement establishes the terms under which Salado ISD will contribute funding for the Project, and the Village will manage the completion of the Project, including receiving and disbursing funds, contracting for the work, and complying with the applicable grant requirements.

2. Financial Contribution

Salado ISD agrees to deposit a total amount of **\$672,838** into an escrow account with the Village of Salado to fund the total estimated cost of the Project. The Project costs will be paid as follows::

- **80% of construction costs** will be funded by the TXDOT/KTMPO grant;
- **20% of construction costs will be funded by match by the Village**, in the amount of **\$123,133.60, which will be reimbursed to the Village from the escrow account**;
- **Engineering and environmental fees**, including a reimbursement of TXDOT's engineering fees totaling **\$13,978** and environmental studies/engineering design fees invoiced by the MRB Group of approximately **\$10,000, will be paid out of the escrow account.**

The Village of Salado will hold all funds deposited by Salado ISD in trust for the benefit of both Parties, and shall not expend said funds for any purpose other than to make payments due and owed for construction, engineering, or design of the Project.

3. Reimbursement from Grant Proceeds

After completion of the Project and receipt of reimbursement from the TXDOT/KTMPO grant, the Village will return the remaining unspent escrow account funds to Salado ISD within 10 business days.

4. Project Oversight and Responsibilities

1. Village of Salado:

- The Village shall manage all aspects of the Project, including:
 - Issuing Requests for Proposals (RFPs) or Invitations to Bid (ITBs) for construction services in accordance with the grant guidelines and local procurement rules.
 - Overseeing the selection of contractors and ensuring that the Project is completed in compliance with the specifications and budget outlined in the grant application.
 - Administering the Project and ensuring adherence to all applicable federal, state, and local laws and ordinances, as well as the guidelines of the TXDOT/KTMPO grant.

- Ensuring that the work is completed within the grant's guidelines, budget, and timeline.
- Coordinating any necessary changes or modifications to the scope of work, with prior approval from both the Village and Salado ISD.

2. Salado ISD:

- Salado ISD will provide the agreed-upon funds to the Village as outlined in Section 2 of this Agreement, to be placed in escrow.
- Salado ISD will not be responsible for day-to-day project management, contracting, or construction oversight but will collaborate with the Village in good faith to ensure the Project is successfully completed.

5. Competitive Procurement

The Project will be competitively procured in accordance with the requirements of the grant and applicable local, state, and federal regulations. The Village will manage the bidding process, including ensuring that bids are solicited in a fair, legal, and transparent manner.

6. Change Orders and Additional Costs

- It is anticipated that no change orders or additional costs will arise during the Project.
- In the event that unforeseen changes or additional costs arise, the Village and Salado ISD agree to cooperate in order to minimize or mitigate those costs, while ensuring that the Project complies with the grant's requirements.
- The Village administration and Salado ISD administration will jointly evaluate and approve any necessary changes to the scope of the Project or budget, ensuring that any additional costs are managed collaboratively.

7. Term of Agreement

This Agreement shall remain in effect until the completion of the Project, final reconciliation of funds, and the reimbursement process have been completed.

8. Indemnification

To the fullest extent allowed by law, Each Party shall indemnify and hold harmless the other Party, its officers, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, and expenses arising out of the performance of this Agreement, except for those arising from the sole negligence or willful misconduct of the other Party.

9. Dispute Resolution

In the event of any dispute or disagreement arising under this Agreement, the Parties agree to work in good faith to resolve the issue. If a resolution cannot be reached, the Parties agree to engage in mediation before pursuing any further legal remedies

10. Miscellaneous

1. **Amendments:** This Agreement may be amended or modified only by a written document executed by both Parties.
2. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
3. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
4. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings, whether oral or written, between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date written below.

THE VILLAGE OF SALADO

By: _____

Name: Bert Henry

Title: Mayor, The Village of Salado

Date: _____

THE SALADO INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Amy McLane

Title: President, Salado ISD Board of Trustees

Date: _____

Agenda Item # 6B



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(B) DISCUSSION AND POSSIBLE ACTION ON ISSUING AN EVENT PERMIT FOR PROPOSED 2025 SIRENA FEST TO BE HELD ON OCTOBER 4, 2025, AT PACE PARK, INCLUDING THE CLOSING OF PACE PARK ROAD.

Manuel De La Rosa

From: Sirena Fest <sirenafestsalado@gmail.com>
Sent: Friday, January 17, 2025 6:08 PM
To: Manuel De La Rosa; Bert Henry; Theresa; amber dankert
Subject: Sirena Fest 2025

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!'

Manny and Bert,

I hope this email finds you well. A while back (around this past Sirena Fest) we sent an email asking for approval for 2025; unfortunately, we did not receive a response. Before we can start planning the next event, we need the village's approval on the following:

- 1) Approval of sole use of Pace Park on 4 OCT 2025
- 2) Close both roads entering the park for the safety of our attendees
- 3) Allow alcohol sales in the park
- 4) Will police officers be required, and if so, how many?

I understand that in the past, this was merely a Consent Agenda item, but we do still need approval before we move forward. Thank you so much!

--

Dr. Amber Dankert
Sirena Fest

Manuel De La Rosa

From: Salado Texas <salado-tx@municodeweb.com>
Sent: Tuesday, July 2, 2024 4:12 PM
To: Manuel De La Rosa
Subject: Form submission from: Pace Park Pavilion Reservation Agreement/Contract

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!'

Submitted on Tuesday, July 2, 2024 - 4:12pm

Submitted by anonymous user: 24.155.46.174

Submitted values are:

Applicant Information

First Name of Renter Theresa

Last Name of Renter Howard

Mailing Address [REDACTED]

City Salado

State TX

Phone Number [REDACTED]

Zip Code 76571

Email Address legacyctx1@gmail.com

Reservation Information

Reservation Start Date Fri, 10/03/2025

Reservation End Date Sat, 10/04/2025

Reservation Start Time 5:00 pm

Reservation End Time 8:00 pm

Type of Event Sirena Fest

Will you need tables? If so, how many? unknown at this time

Will you need chairs? If so, how many? unknown at this time

Tell Us A Little About Your Event

Annual Sirena Festival. We ask that park fees be reserved since all funds go back to benefit the Salado Community

Authorization

Contractual Agreement

First and Last Name of Applicant Theresa Howard

Today's Date Tue, 07/02/2024

Reservation Fees

Reservation \$100 Deposit Receipt Upload [screen_shot_2024-03-28_at_2.23.34_pm.png](#)

The results of this submission [REDACTED]

**Ordinance No. 2015.01
Village of Salado
County of Bell
State of Texas
January 15, 2015**

ITINERANT VENDOR ORDINANCE

AN ORDINANCE OF THE VILLAGE OF SALADO DECLARING CERTAIN UNPERMITTED SOLICITATIONS BY ITINERANT VENDORS TO BE A NUISANCE, ENACTING SOLICITATION REGULATIONS, AND REPEALING SOLICITATION ORDINANCE NO. 2011.05 AND ITS AMENDMENTS AND REPLACING WITH THIS ORDINANCE, AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A POPULAR NAME; PURPOSE; DEFINITIONS; GENERAL PROHIBITIONS; LICENSING REQUIREMENTS; SEVERABILITY; EFFECTIVE DATE; ENFORCEMENT INCLUDING CRIMINAL FINES NOT TO EXCEED \$500 AND CIVIL PENALTIES NOT TO EXCEED \$100 PER OFFENSE AND INJUNCTIVE RELIEF; AND PROPER NOTICE AND MEETING

WHEREAS, the Board of Aldermen of the Village of Salado is committed to protecting Village citizens from the harassment, annoyance, and questionable services commonly associated with certain itinerant vendors and vagrant merchants; and

WHEREAS, the Board of Aldermen seeks to keep the public rights-of-way free of clutter and the visual distractions that often accompany certain merchants soliciting customers along streets and roadways; and

WHEREAS, the Board of Aldermen finds that certain itinerant vendors constitute a public nuisance worthy of government regulation; and

WHEREAS, the Board of Aldermen has the general statutory authority, pursuant to Texas Local Government Code Chapter 51, to adopt an ordinance, rule or police regulation that is for the good government, peace, and order of the Village; and

WHEREAS, the Board of Aldermen has the specific statutory authority, pursuant to Texas Local Government Code Chapter 217, to prevent and punish a person engaging in a breach of the peace and to suppress and prevent any noise or disturbance in any public or private place in the Village; and

WHEREAS, the Village of Salado has the authority to permit, tax, suppress, prevent, or otherwise regulate hawkers, and peddlers pursuant to its general police powers and Section 215.031 of the Texas Local Government Code; and

NOW THEREFORE, be it ordained by the Board of Aldermen of the Village of Salado, Texas:

1. INTRODUCTION

A. POPULAR NAME

This Ordinance shall commonly be referred to as the "Itinerant Vendor Ordinance."

B. 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 of the Village of Salado and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

C. PURPOSE

It is the intent and purpose of this Ordinance to protect residents and other citizens of Salado from unscrupulous transient merchants.

D. SCOPE

This Ordinance provides regulatory standards throughout the Village's incorporated municipal boundaries (i.e., city limits).

E. DEFINITIONS

Words and phrases used in this Ordinance shall have the meanings set forth in this section. Words and phrases which are not defined in this Ordinance but are defined in other ordinances of the Village of Salado shall be given the meanings set forth in those ordinances. Other words and phrases shall be given their common, ordinary meaning unless the context clearly requires otherwise. Headings and captions are for reference purposes only, and shall not be used in the interpretation of this Ordinance.

1. **Applicant:** Any itinerant vendor or person authorized by an itinerant vendor seeking an approval from the City to sell goods or foods of any type or solicit business.
2. **Itinerant vendor:** means a retailer who does not operate any "place of business" as defined by the Texas Administrative Code. The term expressly includes the following:
 - a. *Commercial traveler* – a person who is employed by or who represents a manufacturer, wholesaler, or importer who sells or exhibits goods to parties who engage in the business of purchasing such goods for the purpose of resale to the general public.
 - b. *Itinerant merchant* – a person who moves stocks of goods or samples of goods into the Village for the purpose of selling or offering for sale or taking orders for the sale of such goods with the intention of removing such samples or the

unsold portion of goods away from the Village before the expiration of one month and who has no fixed place of business within the Village or county for which definite arrangements have been made for the use, occupancy, hire, rental or lease of such place for a term of at least one month.

- c. *Peddler* – a person who carries goods upon a truck or other vehicle on the streets of the Village for the purpose of exhibiting, selling, or offering for sale such goods from such truck or other vehicle or who within the Village goes from door to door of residences, public facilities, or businesses to display, sell, offer for sale, or take orders for the sale of goods or to exhibit brochures, sales literature or price lists for the purpose of taking orders for the sale of goods or who within the Village exhibits, sells, offers for sale or takes orders for the sale of goods from a vacant lot, parking lot, tent, boat, storage bin, stall or unenclosed structure.
 - d. *Transient Vendor* – a person who within the Village engages in the temporary business of exhibiting, delivering, selling or offering for sale any goods or exhibiting brochures, sales literature, or price lists for the purpose of taking orders for the sale of goods and who has no fixed place of business within the Village or county that is used, occupied, hired, rented, or leased for a period of at least one month for the purpose of operating or conducting such business thereon.
 - e. *Mobile Food Unit/Vendor*: Any person who sells food products or takes food product orders from house to house, from place to place, or in a stationary location in the Village limits, and who sells such food out of a vehicle, wagon, cart or other conveyance used in the transportation of such food. All mobile food units must conform to the Bell County Health Districts mobile food unit regulation/specifications. Mobile Food Unit/Vendors may only sell consumable food or beverages. (Also see Zoning Ordinance definitions and Use Chart.) For purposes of this Ordinance, the term “itinerant vendor” does not include the following: persons who make such sales sporadically for the purposes of raising funds for an incorporated charitable, fraternal, educational or religious institutions; street musicians who play free of charge but accept donations; garage sales; produce stands where vendors sell fruits and/or vegetables grown in Bell County.
3. **Garage Sale**: includes the sale of anything of value on any premises not considered a retail business establishment and permitted to do business in the Village of Salado, and/or the State of Texas. For purposes of this Ordinance, the term includes and is synonymous with estate sales, patio sales, rummage sales, and yard sales.
4. **Goods**: means tangible chattels of every kind and character.
5. **Person**: means an individual, corporation, organization, government agency,

business, trust, partnership, association, or any other legal entity.

6. **Place of business:** means an established outlet, office, or location operated by a retailer, the retailer's agent, or the retailer's employee for the purpose of receiving orders for taxable items. The term "place of business" includes any location at which three or more orders are received by the retailer in a calendar year. A location such as a warehouse, storage yard, or manufacturing plant is not a "place of business," unless at least three orders for taxable items are received by the retailer at the location during a calendar year.
7. **Retailer:** means a person who sells tangible goods by small quantities, in broken lots or parcels (e.g., not in bulk) directly to the consumer, in contrast to a sale for further sale or processing.
8. **Special Event:** means a temporary event, gathering or organized activity, on city-owned or private property including but not limited to parades, bike races, marathons, walk-a-thons, fireworks displays, concerts, carnivals, or other types of races, festivals or gatherings, involving fifty (50) or more persons not related by consanguinity (blood/adoption) or affinity (marriage).
9. **Village:** means the Village of Salado, an incorporated municipality located in Bell County, Texas. The term may also refer to employees, agents or other designee of the Board of Aldermen of the Village of Salado.

2. GENERAL PROHIBITIONS

A. Rights of Way

No person shall display, sell, or solicit orders for any goods within ten (10) feet of any state, federal or local public street or roadway.

B. Hours of Operation

No person may make solicitations to private residences except between the hours of 9:00 a.m. and 7:00 p.m., unless otherwise posted by the private property owner.

No person may make solicitations to public facilities and businesses except between the hours of 9:00 a.m. and 10:00 p.m. unless otherwise posted by the private property owner.

C. Property Owners

No property owner shall knowingly allow the owner's property to be used or occupied by an itinerant vendor who conducts thereon a business operation or who exhibits or offers for sale goods without first obtaining a permit as required by the provisions of this ordinance.

- D. No person shall display, sell, or solicit orders for any goods or foods within required parking spaces of commercial businesses.

- E. No person shall display, sell or solicit orders for any goods or foods within a zoning district that does not permit such land use.

3. PERMITS

A. Permit Required

No itinerant vendor, Peddler or Food Trailer shall operate within the Village without first applying for and receiving a permit from the Village. Permits are nontransferable and may not be assigned or conveyed to other persons. This section shall NOT APPLY to any of the following:

1. Sales or exhibits at fairs, festivals, rodeos, conventions, or special events on private or public property sponsored by the Village or one (1) or more Village civic organization, school, church or the chamber of commerce.
2. Sales or exhibits at fairs, festivals, rodeos, conventions, or special events on private or public property sponsored by the property owner and the property owner has obtained a special event permit from the Village.
3. Charitable solicitations by incorporated charitable, fraternal, educational, or religious institutions.

B. Application

An application for a permit required by this ordinance shall be made by the persons requesting such permit upon forms available through the office of the Village Secretary. Applications must be submitted at least 72 hours prior to date of vending. Applications must be submitted to the Village Secretary. A separate application shall be required for each person who engages in the activities of an itinerant vendor, including each employee, agent, or consignee who engages in such activity. Such application form shall provide a space for the following information which must be furnished by the applicant:

1. The name, current and former residence and business address, current residence and business telephone number, and occupation of applicant. If applicable, the local address and telephone number where the applicant may be reached.
2. The social security number (if does not possess a valid Driver's License) and birth date of the applicant, valid driver's license number, expiration date and state issuing it.
3. A physical description of the applicant which includes race, gender, height, weight, hair and eye color.
4. Two recent photographic likenesses of the applicant's face, which photographs shall not be less than one inch square or larger than two inches square in size. One photograph shall be kept with the application and one photograph shall be attached to the permit.
5. A valid state driver's license. Only non-drivers may submit other positive identification issued to the applicant by a governmental agency and the state issuing it.
6. A description of the goods to be sold, including brand name, if any. If the goods are to be

shipped, the name, address and telephone number of the manufacturing location and/or shipping location.

7. The address of the location from which such goods shall be displayed to the public or offered for sale or a statement that the applicant will travel from door-to-door for the purpose of exhibiting or offering goods for sale. If the activity is to be located at a specific address, a site plan must be submitted demonstrating the location in which the display/sale will occur, and depicting compliance with sections 2A and 2D of this ordinance.
8. The name, address and telephone number of the owner of the property at such location.
9. Written consent by the owner or the duly authorized agent of the owner of the property at the location from which the applicant proposes to offer the goods for sale;
10. If the goods to be sold are transported in or displayed from a vehicle, the vehicle owner's name, address and telephone number and the vehicle make, model, color, description, identification number/license plate number, and permit number.
11. Statement that the applicant has not been convicted within the last five years of a felony offense.
12. Such other information as may be required to complete an investigation as to the fitness of the applicant to conduct such business operation.
13. Mobile Food Units/Vendors must submit: 1) a description, and photo of the unit, 2) a site plan as required herein, 3) a copy of the permit issued by the Health Department or Texas Department of State Health Services, 4) a list of foods and beverages to be served on the unit, 5) a statement indicating the source of the item and when and where it will be prepared, and 6) a copy of the state sales tax certificate.

C. Consent from Property Owner

If the applicant proposes to display goods to the public or to offer such goods or foods for sale from a designated location, the application shall be accompanied by written permission signed by the owner or the duly authorized agent of the owner of the property at the location from which the applicant proposes to display or to offer for sale any goods. Such permit shall state that said owner consents that the applicant may use and occupy such property for the purpose of selling or offering for sale such goods.

D. Tax Collection

If state law and/or Village regulations require that sales tax must be paid upon the purchase of such goods as the applicant proposes to offer for sale, the applicant shall possess a valid sales tax permit issued by the office of the comptroller of accounts of the State. Failure to display this permit will be cause to remove vendor from the Village. The local sponsor/organizer of a fair, festival, rodeo, convention, or event sponsored by the property owner, Village or civic organization is required to furnish the following information, listed on the Texas Sales Tax and Use Permit of each vendor to the Village Secretary within five (5) working days after conclusion of the event/permit

- a. Taxpayer name
- b. Business Location Name
- c. Taxpayer number

E. Other Authorities

Each applicant who proposes to sell or offer for sale goods consisting in whole or in part for human consumption shall secure on the application form for permit hereunder the signature of the public health officer of the county and/or Village indicating that such goods meet minimum food standards of the state.

All applicants who propose to sell or offer for sale goods consisting in whole or in part for human consumption shall acquire and provide to the city a food handlers permit from a county health department.

F. Grounds to revoke or deny

The Village Administrator may deny or revoke a permit for an itinerant vendor for any of the following reasons:

1. The applicant does not present a valid state driver's license or, if allowed, other positive identification by a governmental agency;
2. The applicant does not complete the application form and procedure;
3. The applicant or the proposed activity of the applicant does not comply with applicable Village ordinances and codes, including building codes and the county or state health codes;
4. The applicant makes false or fraudulent statements on the application form;
5. The applicant or permit is found after investigation to be misrepresenting or making false statements in regard to his authority to sell such goods;
6. Within the last five years the applicant has been convicted of a felony;
7. Within the last five years the applicant or permit has been convicted in a court of proper jurisdiction of violating this ordinance at any time;
8. Upon recommendation from the Chief of Police or Code Officer that the permit be revoked because the conduct of the permittee or the manner in which the permittee is conducting his business operation endangers the health or safety of a citizen of the Village or a visitor within the Village.
9. The applicant does not comply with the representations made in the application or with the terms of the permit.
10. The applicant fails to comply with any provision of this ordinance.

G. Appeal

If the applicant for a permit under this ordinance or the holder of such a permit is dissatisfied with any holding or finding of the Village Administrator, Village Secretary or the Code Officer he shall have the right to appeal to the Board of Aldermen by filing a written notice of such appeal with the Village Secretary within ten (10) days from the decision by the Village Administrator, Village Secretary or Code Officer. Upon the filing of such notice of appeal, the application for the permit and all papers possessed by the Village Secretary in connection with such application and such permit may be delivered to the Board of Aldermen. The appeal shall be heard by the Board at the next regular meeting after the filing of the notice of appeal that allows compliance with the Texas Open Meetings Act.

H. Fees and Terms

Any person who is required to obtain a permit by the provisions of this ordinance may apply for a three (3) day or seven (7) day permit. Any person who is required to obtain a permit and is a Mobile Food Unit/Vendor, may also apply for a one-year permit. No person may apply for more than four (4) permits per year.

- (1) When a three-day permit is issued to any such person, the applicant shall pay, at the time the application is submitted, to the Village Secretary a permit fee of fifty (\$50.00) dollars.
- (2) When a seven-day permit is issued to any such person, the applicant shall pay, at the time the application is submitted, to the Village Secretary a permit fee of seventy-five (\$75.00) dollars.
- (3) When a Mobile Food Unit/Vendor permit is issued to any such person, such person shall pay, at the time the application is submitted, to the Village Secretary a permit fee of two hundred fifty (\$250.00) dollars.
- (4) Not later than three (3) business days after a completed application is filed, the applicant shall be notified in writing of the decision of the issuance or denial of the permit.

I. Display of Permit

Any person issued a permit pursuant to the provisions of this ordinance must exhibit in plain view to all present the permit and the photo identification.

J. Records

The Village Secretary shall keep a record of each permit issued for a minimum of twelve months after issue date.

K. Warranties and Claims

Any person required to obtain a permit under the provisions of the ordinance must display at all times during which such person is doing business, a sign lettered in two-inch letters and visible to all present specifying the type and duration of any warranties made on such goods and the address where any purchaser may make a claim for breach thereof.

L. Trespass

No person, including the holder of any permit issued under this ordinance, shall to enter upon the land or premises of another after receiving notice from the owner and/or resident that such entry is forbidden. A sign on the premises stating approximately "No Solicitors Commercial or Charitable" or "No Solicitors Except for Non-Profit Organizations", shall constitute notice. A conviction for the violation of this section shall result in the automatic revocation of such convicted person's peddler's and solicitor's permit.

4. ENFORCEMENT

A. Nuisance

The Village shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this Ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Ordinance is hereby declared to be a nuisance.

B. Criminal Prosecution

Any person violating any provision of this Ordinance shall, upon conviction, be fined a sum not exceeding five hundred dollars (\$500.00) per offense. Each day that a provision of this Ordinance is violated shall constitute a separate offense. An offense under this Ordinance is a misdemeanor.

C. Civil Remedies

Nothing in this Ordinance shall be construed as a waiver of the Village’s right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law, including, but not limited to the following:

1. Injunctive relief to prevent specific conduct that violates the Ordinance or to require specific conduct that is necessary for compliance with the Ordinance; and
2. A civil penalty up to one hundred dollars (\$100.00) a day when it is shown that the defendant was actually notified of the provisions of the Ordinance and after receiving notice committed acts in violation of the Ordinance or failed to take action necessary for compliance with the Ordinance; and
3. Other available relief

5. RELATION TO OTHER ORDINANCES

This ordinance is enacted in addition to other regulations adopted by the Village. When possible, ordinances addressing the same topic shall be read together in harmony. When Village regulations conflict, the most stringent shall govern unless a variance is granted.

6. REPEALER

This ordinance, upon its enactment and effective date, shall repeal all conflicting provisions that may be contained in other Village ordinances or regulations. This ordinance, upon its enactment, replaces Ordinance No. 2011.05 and its amendments in their entirety.

7. SEVERABILITY

It is hereby declared to be the intention of the Board of Aldermen that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this ordinance shall be enforced as written.

8. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

9. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED on this the 15th day of January, 2015, by a vote of 5 ayes, 0 nays, and 0 abstentions of the Board of Aldermen.

THE VILLAGE OF SALADO



Skip Blancett, Mayor

ATTEST:



Douglas A. Hansen, Village Secretary

Agenda Item # 6C



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(C) PUBLIC HEARING:

POSSIBLE ACTION ON ZONING 2.085-ACRES AS LOCAL RETAIL (LR) ZONING DISTRICT, OWNED BY CELTS INTERNATIONAL, LLC, PROPERTY KNOWN AS SALADO CENTER DEVELOPMENT, LOCATED NORTHWEST OF THE INTERSECTION OF FM 2484 AND IH-35.

Note:

The Planning and Zoning Commission recommended approval on Tuesday, January 28, 2025. The vote was 3-0.

VILLAGE OF SALADO PUBLIC HEARINGS

Notice is hereby given that the Village will hold public hearings on the possible adoption of local retail (“LR”) zoning ordinance. The public hearing by the Planning and Zoning on Tuesday, January 28, 2025, and by the Board of Aldermen on Thursday, February 6, 2025, at 6:30 p.m. for each. Both public hearings will be held at the Municipal Building, located at 301 N. Stagecoach Road, Salado, TX 76571. The meetings are to discuss the zoning local retail (LR) of 2.085 acres, owned by Celts International, LLC, property known as Salado Center Development, Salado, Texas 76571. Comments may be submitted to the City Planner at gpenca@saladotx.gov prior to the meetings.



EXISTING CITY LIMITS (J.I. LINES)
1" = 100'



PROPOSED CITY LIMITS (J.I. LINES)
1" = 100'



█ 0-174 ACRES (174.00 ACRES)
█ 0-208 ACRES (208.00 ACRES)
█ 0-231 ACRES (231.00 ACRES)

TRACT	ACRES	AREA	PERCENT
TRACT 1	174.00	174.00	100.00%
TRACT 2	208.00	208.00	100.00%
TRACT 3	231.00	231.00	100.00%

FOR ANNEXATION PURPOSES ONLY

TRACT 1
 BEING A 174 ACRE TRACT OF LAND LOCATED IN THE YOUNG WILLIAMS SURVEY, ABSTRACT NO. 861, BELL COUNTY, TEXAS, SAID 174 ACRE TRACT, BEING A PORTION OF SAID CERTAIN 58.278 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017-3567, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.

TRACT 2
 BEING A 208 ACRE TRACT OF LAND LOCATED IN THE YOUNG WILLIAMS SURVEY, ABSTRACT NO. 861, BELL COUNTY, TEXAS, SAID 208 ACRE TRACT, BEING A PORTION OF SAID CERTAIN 58.278 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017-3567, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.

TRACT 3
 BEING A 231 ACRE TRACT OF LAND LOCATED IN THE YOUNG WILLIAMS SURVEY, ABSTRACT NO. 861, BELL COUNTY, TEXAS, SAID 231 ACRE TRACT, BEING A PORTION OF SAID CERTAIN 58.278 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017-3567, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS.

DATE	BY	SCALE
10/11/2024	J.I. LINES	1" = 100'

**SALADO CENTER, PHASE II
PROPOSED ANNEXATION**

Quick Inc.
Land Surveying, Development.
 Firm: 10194104 - 512-925-4950
 Physical Address: 831 N. Main Street, Salado 76571
 Mailing Address: P.O. Box 798, Salado 76571

TCG
ENGINEERING



Firm: 10194104 • 512-915-4950
Physical Address: 831 N. Main Street, Salado 76571
Mailing Address: P.O. Box 798, Salado 76571

ANNEXATION FIELD NOTES FOR A 2.085 ACRE TRACT OF LAND:

BEING A 2.085 ACRE TRACT OF LAND, LOCATED IN THE YOUNG WILLIAMS SURVEY, ABSTRACT NO. 861, BELL COUNTY, TEXAS, SAID 2.085 ACRE TRACT, BEING A PORTION OF THAT CERTAIN 58.328 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017-3567, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS; SAID 2.085 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod located in the northwest right-of-way line of Interstate Highway 35 Frontage Road, being the northeast corner of said 58.328 acre tract;

1. **Thence**, with the northwest right-of-way line of Interstate Highway 35 Frontage Road, a southeast line of said 58.328 acre tract, **S 43° 14' 22" W**, a distance of **256.42'**, to a calculated point in the northwest right-of-way line of Interstate Highway 35 Frontage Road, a southeast line of said 58.328 acre tract;
2. **Thence**, departing the northwest right-of-way line of Interstate Highway 35 Frontage Road, across said 58.328 acre tract, **S 64° 48' 29" W**, a distance of **290.29'**, to a calculated point for the northeast corner and the **POINT OF BEGINNING** of the herein described tract of land;

Thence, across said 58.328 acre tract, the following five (5) courses and distances:

3. **S 64° 48' 29" W**, a distance of **422.56'**, to a calculated point for an angle point of the herein described tract of land;

4. **N 87° 21' 19" W**, a distance of **240.13'**, to a calculated point for the westernmost angle point of the herein described tract of land;
5. **N 43° 06' 41" E**, a distance of **310.74'**, to a calculated point for the beginning of a curve to the right of the herein described tract of land;
6. with said curve to the right containing a radius of 352.87', a central angle of 21°12'10", a chord which bears N 77° 41' 22" E, a chord distance of 129.84', a total **curve length** of **130.58'**, to a calculated point continuing in a curve to the right of the herein described tract of land;
7. with said curve to the right containing a radius of 481.00', a central angle of 35°48'20", a chord which bears S 73° 08' 37" E, a chord distance of 295.72', a total **curve length** of **300.59'**, to the **POINT OF BEGINNING** containing **2.085 acres** of land.

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

Agenda Item # 6D



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(D) DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2025-06, AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS ADOPTING ZONING FOR THE SALADO CENTER DEVELOPMENT PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF SALADO AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

Ordinance No. 2025-06

“Salado Center Zoning Ordinance”

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS ADOPTING ZONING FOR THE SALADO CENTER DEVELOPMENT PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF SALADO AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; 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 Village has adopted a Zoning Ordinance and Zoning Map to guide the orderly development and use of property within the Village and its extraterritorial jurisdiction; and

WHEREAS, Chapter 211 of the Texas Local Government Code, the Village Zoning Ordinance authorize the Board to adopt and amend zoning regulations; and

WHEREAS, the Property described in **Exhibit A** and known as Salado Center (the “Property”) has requested the Property described herein to be zoned as LR (Local Retail District) pursuant to Section 3.9 of the Village’s Zoning Ordinance; and

WHEREAS, the proposed zoning has been reviewed by the Planning and Zoning Commission and the Board, and all appropriate public hearings have been held in accordance with the Texas Local Government Code and the Village Zoning Ordinance to obtain public input regarding the proposed revisions to the Zoning Map; and

WHEREAS, the notice to zone property as required by the Village’s Zoning Ordinance has been published in the official newspaper; and

WHEREAS, there has not been any written protest made against the proposed change of Zoning Classification in the manner provided by section 211.006(d) of the Texas Local Government Code; and

WHEREAS, the Board finds that the recommended zoning of the Property is consistent with the purposes of the Village’s zoning ordinance and the Village’s comprehensive plan;

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. Zoning. The tracts of land to be rezoned, known herein as the Property, shown on **Exhibit A** and incorporated herein for all purposes, are hereby zoned LR (Local Retail district).

The official zoning map of the Village is hereby amended and the Village Administrator is directed to revise the zoning map to reflect the zoning classification as set forth above.

The use of the Property described above shall be subject to all of the applicable regulations contained in the Village's Zoning Ordinance and all other applicable and pertinent ordinances of the Village.

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 ___ day of _____, 2025.

APPROVED:

Bert Henry, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Debra Bean, Village Secretary

Joshua Katz, Village Attorney

Exhibit A – Description of Property

- A 2.085-acre tract of land, located in the Young Williams survey, abstract no. 861, Bell County, Texas, being a portion of that certain 58.328-acre tract of land recorded in Document No. 2017-3567, Official Public Records, Bell County, Texas, and shown on **Exhibit B** as “Tract 2.”

Agenda Item # 6E



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

(E) PUBLIC HEARING:

POSSIBLE ACTION ON ZONING 7.109-ACRES AS LOCAL RETAIL (LR) ZONING DISTRICT, PROPERTY LOCATED AT 1991 N. STAGECOACH ROAD, SALADO, TX, OWNED BY SALADO HOSPITALITY INVESTMENTS, LLC, THE SITE OF THE HOLIDAY INN EXPRESS.

The Planning and Zoning Commission recommended approval on Tuesday, January 28, 2025. The vote was 3-0.

VILLAGE OF SALADO PUBLIC HEARINGS

Notice is hereby given that the Village will hold public hearings on the possible adoption of local retail (“LR”) zoning ordinance. The public hearing by the Planning and Zoning on Tuesday, January 28, 2025, and by the Board of Aldermen on Thursday, February 6, 2025, at 6:30 p.m. for each. Both public hearings will be held at the Municipal Building, located at 301 N. Stagecoach Road, Salado, TX 76571. The meetings are to discuss the zoning local retail (LR) of 7.109 acres at 1991 N. Stagecoach Road, Salado, TX, owned by Salado Hospitality Investments, LLC. Comments may be submitted to the City Planner at gpenca@saladotx.gov prior to the meetings.



Address: 1991 Stagecoach Road, Salado, TX. Owned by Hospitality Investments, LLC

Bell CAD ID 346767

Agenda Item # 6F



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(F) DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2025-07, AN ORDINANCE ADOPTING ZONING FOR THE HEREINAFTER DESCRIBED TERRITORY PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF SALADO; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

ORDINANCE ZONING TERRITORY

Ordinance No. 2025-07

“Salado Hospitality Investments LLC Zoning Ordinance”

AN ORDINANCE ADOPTING ZONING FOR THE HEREINAFTER DESCRIBED TERRITORY PURSUANT TO THE ZONING ORDINANCE OF THE VILLAGE OF SALADO; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; 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, Salado Hospitality Investments, LLC owns certain parcels of land situated in Bell County, Texas, and which have been duly annexed into the municipal limits of the Village, and 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”); and

WHEREAS, the Village has adopted a Zoning Ordinance and Zoning Map to guide the orderly development and use of property within the Village and its extraterritorial jurisdiction; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the Village Zoning Ordinance authorizes the Board to adopt and amend zoning regulations; and

WHEREAS, the owner of the Property has requested the Property described herein to be zoned as LR (Local Retail District) pursuant to Section 3.9 of the Village’s Zoning Ordinance; and

WHEREAS, the proposed zoning has been reviewed by the Planning and Zoning Commission and the Board, and all appropriate public hearings have been held in accordance with the Texas Local Government Code and the Village Zoning Ordinance to obtain public input regarding the proposed revisions to the Zoning Map; and

WHEREAS, the notice to zone property as required by the Village’s Zoning Ordinance has been published in the official newspaper of the Village; and

WHEREAS, there has not been any written protest made against the proposed change of Zoning Classification in the manner provided by Section 211.006(d) of the Texas Local Government Code; and

WHEREAS, the Board finds that the recommended zoning is consistent with the purposes of the Village’s zoning ordinance and the Village’s comprehensive plan;

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. Zoning. The tract of land to be rezoned, known herein as the Property, shown on **Exhibit A** and incorporated herein for all purposes, is hereby zoned LR (Local Retail district).

The official Zoning Map of the Village is hereby amended and the Village Administrator is directed to revise the Zoning Map to reflect the zoning classification as set forth above.

The use of the Property described above shall be subject to all of the applicable regulations contained in the Village's Zoning Ordinance and all other applicable and pertinent ordinances of the Village.

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 ___ day of _____, 2025.

APPROVED:

Bert Henry, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Debra Bean, Village Secretary

Joshua Katz, Village Attorney

Exhibit A – Survey and Map of Property

- 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.

Agenda Item # 6G



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(G) DISCUSSION AND POSSIBLE ACTION ON ACCEPTING THE SALADO POLICE DEPARTMENT 2024 ANNUAL REPORT.

Annual Report 2024



February 6, 2025

**Salado Police Department
"Prevention Focused Community Policing"**

Authored by: Chief Allen K. Fields



Message from the Chief

It is an honor to serve alongside the dynamic team of professionals who make up the Salado Police Department. The 2024 Annual Report for the Salado Police Department is a snapshot of police activities during the most recent calendar year.

I want to take a moment to discuss the importance of community policing and its role in enhancing the quality of life in our Village.

Community policing is not just a strategy; it represents our commitment to building a strong and trusting relationship with our residents. By working collaboratively with the community, we aim to identify and address the unique challenges that we face. This approach allows us to tailor our services to better meet the needs of the community, while enhancing community safety.



We believe that a positive partnership between law enforcement and the community is essential in creating a safe environment for all. Through regular communication, community engagement events, and collaborative problem-solving, we strive to empower residents and foster a shared sense of responsibility.

To ensure the success of our community policing efforts, your feedback is invaluable. We encourage you to share your thoughts, ideas, and concerns with us. Together, we can work toward solutions that will improve the overall quality of life in our community.

Thank you for your continued support and partnership. If you would like to reach out, please don't hesitate to contact us at 254-947-5681 or visit our website Saladotx.gov for more information.

Respectfully,

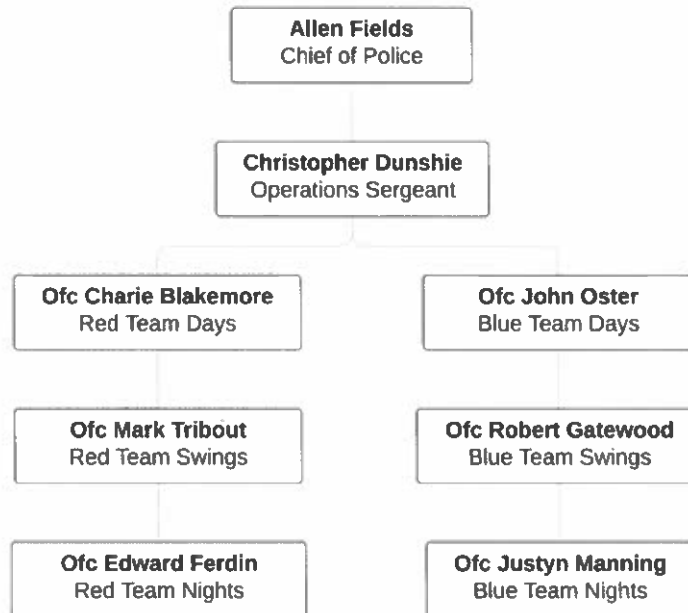
Allen K. Fields

Contents

- 3 Organizational Chart
- 4 Patrol Operations
- 5 Traffic Safety
- 6 Police Activity
- 7 Racial Profiling Report
- 8 Awards and Recognitions
- 9 Year in Review



ORGANIZATIONAL CHART



Policing remains a noble profession, but like any profession we must constantly strive for excellence. The Servant Guardians of Salado Police Department will intervene whenever needed, challenge assumptions, avoid allowing silence to be viewed as consent, and hold each other accountable to the high standards Salado P.D. is known for. This will be done with a foundation based in Servant Leadership and Procedural Justice.

PATROL OPERATIONS

Patrol Operations is under the supervision of Sergeant Christopher Dunshie. Sergeant Dunshie is a 7-year veteran of the Salado Police Department and oversees the Field Training Officer program, Fleet Maintenance, and serves as the department's Training Officer. He is a certified instructor in firearms and less-lethal force options. Sergeant Dunshie assists with firearms & marksmanship training at the Temple Police Academy.



Patrol Operations is the main function and workhorse of the Salado Police Department. Patrol Operations responds to calls for police service, conducts preventive patrol, enforces traffic laws, conducts preliminary and follow-up investigations into criminal activity, arrest criminal offenders, and seeks proactive interactions with the citizens and visitors of the Village of Salado. Patrol Operations is divided into two sections, Red Team and Blue Team. Each team is comprised of two 12-hour shifts, and one 12-hour swing shift, that provide the Village of Salado with 24-hour police coverage. Patrol Operations personnel are the face of the department and have first line contact with the public. Patrol Operations

responded to approximately 5,735 calls for service in 2024, an average of 15.7 calls for service daily.

"It does not matter if the cobbler and the masons fail to do their jobs well, but if the Guardians fail, the democracy will crumble."

-Plato



TRAFFIC SAFETY

Traffic enforcement is an essential aspect of public safety. Consistently enforced traffic laws have been linked to reductions in crime and traffic crashes, in turn lessening the financial impact traffic crashes have on the public, while improving safe driving habits for the parties involved. The end goal of traffic enforcement is to positively alter the future driving habits of violators. In 2024, Salado PD responded to 329 traffic crashes.

2023 TRAFFIC ENFORCEMENT

- 959 TOTAL STOPS
- 405 CITATIONS
- 554 WARNINGS
- 42.2 % ENFORCEMENT RATE

2024 TRAFFIC ENFORCEMENT

- 1160 TOTAL STOPS
- 470 CITATIONS
- 690 WARNINGS
- 40.5% ENFORCEMENT RATE

Location of Stops

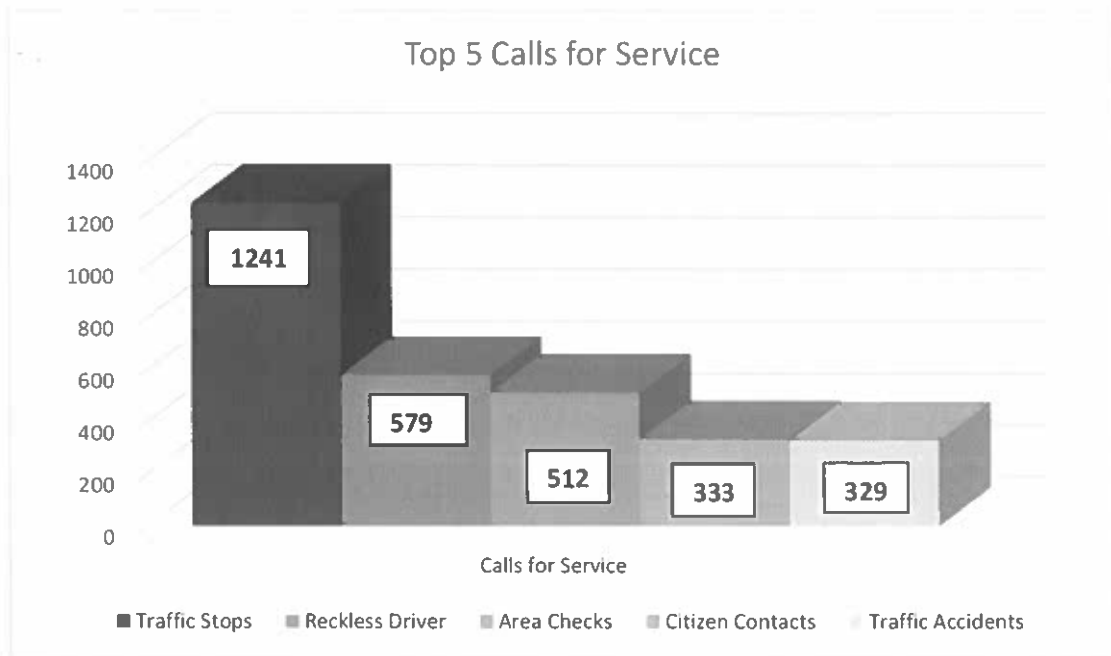
Village Streets – 820
Interstate Highway – 167
State Highway – 37
County Road – 126
Private Property - 10

LEADING INFRACTIONS:

SPEEDING – 174
EXPIRED REGISTRATION – 84
NO INSURANCE – 77
NO DRIVER'S LICENSE – 63
DISREGARD STOP SIGN – 43



POLICE ACTIVITY

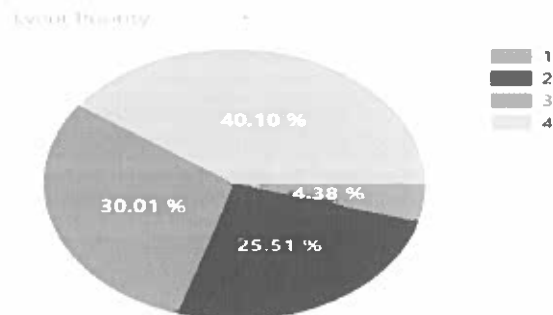


Top Locations of Calls for Service

- IH 35 391
- 301 STAGECOACH RD 185
- 100 PACE PARK RD 89
- 1169 WILLIAMS RD 86
- 1022 WEST VILLAGE RD 51



Event Priority	Event Count
1	251
2	1463
3	1721
4	2300
Total	5735



Event Priority	Response Time	Start To Add Time	Add To Disp Time	Disp To En Rte Time	En Rte To Arv Time	Arv To Close Time
1	274	30	65	24	287	1734
2	235	57	154	38	312	1198
3	212	47	148	40	401	1360
4	3	1	5	2	370	712

The following information on traffic stops has been reported to the Texas Commission on Law Enforcement; pursuant to Texas Code of Criminal Procedure Articles 2.121 – 2.138.

<u>TOTAL STOPS:</u>			<u>REASONS FOR SEARCH:</u>		
Gender		1160	Consent:	0	0.00%
Female	419	36.12%	Contraband:	0	0.00%
Male	741	63.88%	Incident to Arrest:	10	0.86%
<u>RACE OR ETHNICITY:</u>			Inventory:	0	0.00%
Alaskan/American Indian:	3	0.26%	No Search:	1143	98.53%
Asian/Pacific Islander:	34	2.93%	Probable Cause:	17	1.46%
Black:	79	6.81%	<u>WAS CONTRABAND DISCOVERED:</u>		
White:	764	65.86%	No:	1144	98.63%
Hispanic	280	24.14%	Yes:	16	1.37%
<u>RACE OF ETHINCITY KNOWN:</u>			<u>DESCRIPTION OF CONTRABAND:</u>		
No:	1157	99.74%	Alcohol:	0	0.00%
Yes:	3	0.26%	Currency:	0	0.00%
<u>REASON FOR STOP:</u>			Drugs:	12	75.00%
Moving Traffic violation:	872	75.17%	Other:	4	25.00%
Pre-existing knowledge:	4	0.34%	Stolen Property	0	0.00%
Vehicle Traffic Violation:	272	23.45%	Weapons:	0	0.00%
Violation of Law:	12	1.03%	<u>RESULTS OF STOP:</u>		
<u>LOCATION OF STOP:</u>			Arrest:	2	0.17%
City Street	820	70.69%	Citation:	470	40.52%
County Road	126	10.86%	Citation & Arrest	1	0.09%
Private Property	10	0.86%	Written Warning	516	44.48%
State Highway	37	3.19%	Verbal Warning	171	14.74%
Interstate Highway	167	14.40%	Written Warning and Arrest	0	0.00%
<u>WAS A SEARCH CONDUCTED:</u>			<u>PHYSICAL FORCE USED:</u>		
No:	1133	97.67%	No:	1159	99.91%
Yes:	27	2.33%	Yes:	1	0.09%
			<u>INCIDENTS WITH INJURIES:</u>		
			0	0.00%	



**SUBMITTED ELECTRONICALLY TO THE
TEXAS COMMISSION ON LAW ENFORCEMENT
ON 01/07/2025**

Awards and Recognitions

Sons of the American Revolution, Officer of the Year: Officer Edward Ferdin

Officer Ferdin was selected as the Officer of the Year for 2024 based on his actions in two lifesaving events within 9 months. On a medical call for service, Officer Ferdin administered NARCAN to a victim suffering from a fentanyl overdose. He was later recognized for his lifesaving efforts during a major traffic accident on IH-35 where he applied multiple tourniquets to a victim with life threatening injuries. In both cases, witnesses and medical personnel stated Officer Ferdin's actions directly contributed to the saving of both victims.



New Officers

Officer Robert Gatewood



Officer Justyn Manning



Officer Mark Tribout



Year in Review



In February, the Village of Salado was visited by world famous celebrities, who have appeared in more super bowls than any professional athletes. The Budweiser Clydesdales joined the Village of Salado in celebrating Texas Independence Day with a stroll down Main Street. There was a parade-like atmosphere drawing many residents and visitors alike.

On April 8, 2024, at approximately 1:40pm, Salado found itself in the path of totality for the 2024 solar eclipse. The skies darkened and we were able to witness this extremely rare event from our front yards. Locally, residents and businesses shared “watch parties” where friends and family gathered to behold the overhead spectacle. Regionally, the event brought over 200,000 visitors from around the world to Central Texas.



COPS & ROBBERS 5K

July 27, 2024
9 a.m.



108 Royal Street
Salado, Texas

On the morning of July 27, Barrow Brewing Company hosted the “Cops and Robbers 5K”. The event attracted over 300 participants and raised more than \$3,100.00 for Salado PD to use toward the purchase of new life saving Automated External Defibrillators (AED’s). Officers Gatewood and Manning, along with their respective families, participated in the run. Special Thanks to the Hill family for helping the PD with this endeavor.



The Village of Salado Police Department responded to an above average amount of flooding events in 2024. While each flood incident was inconvenient at best, no injuries were reported.





You never know when the “Popsicle Patrol” will show up. Officers surprised village residents and visitors with cold treats on hot days. Between May and October, officers handed out approximately 5 cases of popsicles. This was one of the officer’s favorite ways to interact with our community and spread smiles.



The Police Department hosted the National Night Out party on October 1, 2024, at Pace Park. The event, dubbed “a Night to Unite”, was a huge success, bringing together Police, Fire, and the Community. There was fun, games, an inflatable waterslide, food, and fellowship. Officer Oster spent a lot of time in the dunking booth. We look forward to building on this success in the future. Approximately 400 people attended.

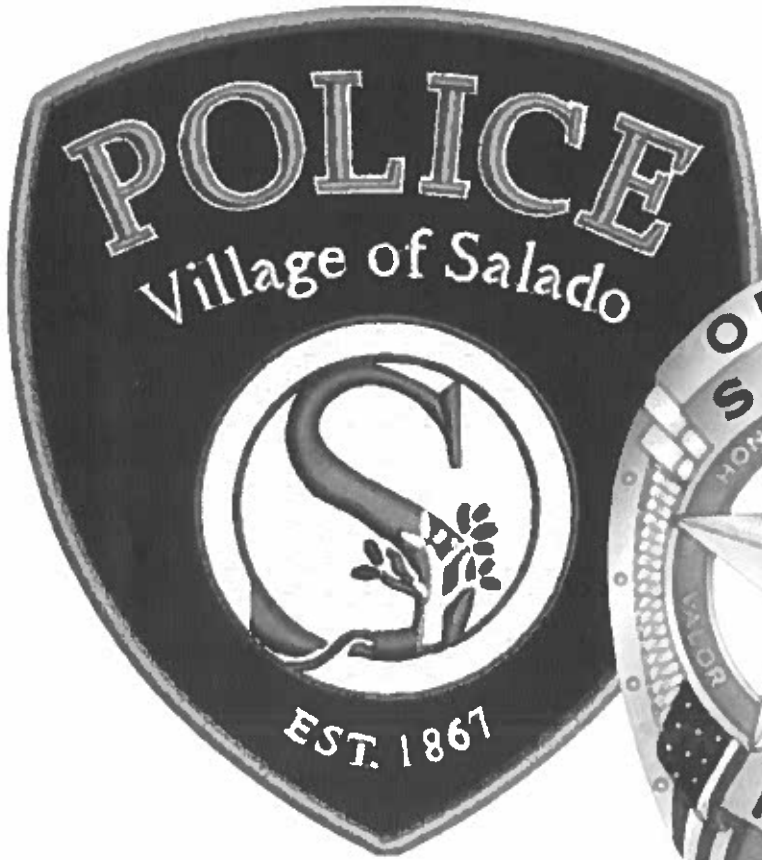


Officers attended several Halloween events, including Trunk ‘o Treat at the Methodist Church and the Main Street Candy Trail. Thanks to donations from CHIPS member, Bill Taft, Salado PD was the hit of the night with “full sized” treats. Approximately 30 cases of candy were handed out during the festivities.



Chief Fields represented the Village of Salado at the 21st annual Tree of Angels ceremony organized by the Bell County Crime Victims Coalition to remember loved ones who were victims of violent offenses. This was the second year the Village of Salado was selected to participate.





Agenda Item # 6H



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(H) DISCUSSION AND POSSIBLE ACTION ON APPROVING A JOINT RESOLUTION FOR JOINT ELECTION WITH THE BOARD OF TRUSTEES FOR SALADO INDEPENDENT SCHOOL DISTRICT, THE BOARD OF TRUSTEES FOR THE SALADO PUBLIC LIBRARY DISTRICT, THE BOARD OF ALDERMEN FOR THE VILLAGE OF SALADO, AND THE BOARD OF TRUSTEES FOR THE BELL COUNTY EMERGENCY SERVICES DISTRICT #1 TO ENTER INTO A JOINT CONTRACT FOR THE ELECTION ON MAY 3, 2025.

RESOLUTION

No. 1

JOINT RESOLUTION FOR JOINT ELECTION

The Board of Trustees for Salado Independent School District, the Board of Trustees for the Salado Public Library District, the Board of Aldermen for the Village of Salado, and the Board of Trustees for the Bell County Emergency Services District #1 desire to enter into a joint contract for the election on May 3, 2025.

Staffing and share of expense for the election are as follows:

Supplies (to include election notices) for Early and Election Day voting

One (1) M100 Ballot Scanner and one (1) AutoMARK system will be leased from Bell County for **Early and Election Day** voting

Early Voting

No more than two Election Clerks each day for Early Voting

Election Day

One Election Judge and no more than three clerks

One Ballot Board Judge and no more than two clerks

Each organization will be responsible for one-fourth of staffing and the cost of supplies and equipment for Early Voting and Election Day.

The Election Judge, Alternate Judge, and Election Clerks shall be compensated at the rate of \$9.00 per hour, including training time. Compensable hours shall be determined in accordance with the provisions of the Texas Election Code and other applicable laws.

The Early Voting Clerk or her designee shall be responsible for placing in the Village Voice Newspaper a consolidated Notice of Election for all three subdivisions at the time subscribed by the Texas Election Code.

In the instance that each subdivision uses the same Election Judge, Alternate Judge, Election Deputies and Election Clerks, the Early Voting Clerk or the designee shall send one Writ to each Election personnel designating their duties and reflecting their appointment by each subdivision.

On Election Day, May 3, 2025, the administration office of the Salado Independent School District, located at 601 North Main Street, will be the designated Election Office to be open to the public from 7:00 a.m. to 7:00 p.m. A representative from each subdivision shall hold open the office for four (4) hours each, allowing the office to be opened a total of twelve (12) hours.

In the event any Entity(ies) cancels its election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, such Entity shall be responsible for its respective share of all election expenses incurred through the date that the election is canceled as allocated to that Entity. The Salado Independent School District shall pay all costs of the election and the Village of Salado, Salado Public Library District, and Bell County Emergency Services District #1 shall reimburse the Salado Independent School District within Sixty (60) days for their respective shares.

Throughout the term of this Agreement, the Entities will engage in ongoing communications concerning the conduct of the Joint Election; and, when necessary, representative of each Entity shall meet to discuss and resolve any problems which might arise regarding the Joint Election.

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, Entities to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the Entities to this Agreement as expressed in the terms and provisions of this Agreement.

This Agreement takes effect upon the complete execution of this Agreement by the Salado Independent School District, Salado Public Library District, Village of Salado, and Bell County Emergency Services District #1. This Agreement shall continue until the Salado Public Library District, Village of Salado, and Bell County Emergency Services District #1 have reimbursed the Salado Independent School District for all election expenses owed. The obligation of the Salado Public Library District, Village of Salado, and Bell County Emergency Services District #1 to the Salado Independent School District under this Agreement shall not end until such sum is paid.

IN TESTIMONY WHEREOF, this Agreement is executed by:

Signature of Board President, Salado Independent School District

Date

Signature of Board President, Salado Public Library District

Date

Signature of Mayor, Village of Salado

Date

Signature of President, Bell County Emergency Services District #1

Date

Agenda Item # 6I



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(I) DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2025-01-A, AMENDING AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING THREE (3) ALDERMEN ON THE VILLAGE OF SALADO BOARD OF ALDERMEN TO BE HELD JOINTLY WITH A SPECIAL ELECTION TO BE HELD JOINTLY WITH THE GENERAL ELECTION ON MAY 3, 2025 TO DETERMINE WHETHER TO REDUCE THE TAX RATE ADOPTED BY THE BOARD OF ALDERMEN FOR THE CURRENT YEAR TO THE VOTER-APPROVAL RATE; ESTABLISHING RULES AND REGULATIONS FOR CONDUCTING SUCH ELECTION; PROVIDING FOR NOTICE OF SUCH ELECTION AND PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, REPEALER, EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

ORDINANCE NO. 2025-01-A

AMENDING AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING THREE (3) ALDERMEN ON THE VILLAGE OF SALADO BOARD OF ALDERMEN TO BE HELD JOINTLY WITH A SPECIAL ELECTION TO BE HELD JOINTLY WITH THE GENERAL ELECTION ON MAY 3, 2025 TO DETERMINE WHETHER TO REDUCE THE TAX RATE ADOPTED BY THE BOARD OF ALDERMEN FOR THE CURRENT YEAR TO THE VOTER-APPROVAL RATE; ESTABLISHING RULES AND REGULATIONS FOR CONDUCTING SUCH ELECTION; PROVIDING FOR NOTICE OF SUCH ELECTION AND PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, REPEALER, EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

WHEREAS, the Village of Salado, Texas (the “Village”) desires to hold a General Election on May 3, 2025, for the purpose of electing three (3) Aldermen of the Salado Board of Aldermen (the “Board”); and

WHEREAS, on August 26, 2024, the Board of the Village approved an ad valorem tax rate of \$0.4860 per \$100 of valuation in the Village for the current year for the purpose of maintaining essential services under inflationary pressures and to manage the growth and development occurring in the Village. The voter-approval tax rate for the current year is \$0.3612 per \$100 of valuation in the Village.

WHEREAS, Section 26.075(c) of the Texas Tax Code provides that the qualified voters of a taxing unit may, by petition, require that an election be held to determine whether to reduce the tax rate adopted by the Board for the current fiscal year to the voter-approval tax rate.

WHEREAS, the Village received a Petition for Election to Reduce Tax Rate on November 22, 2024 (the “Petition”). The Petition has been examined and verified by the Bell County Elections Department and verified by the Village Secretary that it meets the requirements of Section 26.075(d) of the Texas Tax Code and Section 277.002 of the Texas Election Code, and the Board adopted a Resolution on December 9, 2024 setting the petition for special election on May 3, 2025.

WHEREAS, Texas Tax Code Section 26.075(f) requires that an election on the Petition shall be held on the next uniform election date that allows sufficient time to comply with the requirements of other law. Texas Election Code Section 3.005(c) requires that, in order for an election to be held on the uniform election date, the election shall be ordered not later than the 78th day before election day. The next uniform election day that will allow sufficient time to comply with this time requirement will occur on May 3, 2025.

WHEREAS, the City hereby finds and determines that an election should be held to determine whether to reduce the tax rate adopted by the Board for the current fiscal year to the

voter-approval tax rate in the manner described by the Attached **Exhibit A**, which is incorporated herein for all purposes; and

WHEREAS, the Board has the authority, pursuant to Texas Election Code Chapter 271, to enter into a joint election agreement with the Salado Independent School District (“Salado ISD”), ~~and~~ the Salado Public Library District, and Bell County Emergency Services District #1, which are political subdivisions holding elections on the same day in all or part of the same territory; and

WHEREAS, in accordance with state law, and in furtherance of the public interest, for the good of government, peace, and order of the Village, and necessary and proper for carrying out the power granted by law to the Village, the Board of Aldermen of the Village of Salado, Texas, calls a joint general and special election to be held on May 3, 2025, and add to the ballot for voter consideration the ballot measure on the attached **Exhibit A**, which is incorporated herein for all purposes;

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

“

...

Section 5. Conduct of Election Services Contract. Pursuant to Chapter 271 of the Texas Election Code, the election shall be conducted under the terms and conditions of an agreement between the Village of Salado, Bell County Emergency Services District #1, Salado ISD, and the Salado Public Library District (the “Joint Election Agreement”) which the Board of Aldermen shall approve by separate resolution, prior to the Election. Chapter 271 of the Texas Election Code provides that all authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the Board is expressly authorizing this action.

Section 6. Appointment of Election Officials. The Board of Aldermen shall appoint a Joint Election Officer, Presiding Judge, and Alternate Presiding Judge by separate resolution prior to the Election. The Presiding Judge may appoint up to four (4) clerks to serve and assist in conducting the election. The Alternate Presiding Judge shall be one of the clerks.

Each Presiding and Alternate Judge shall be given written notice of the appointment in accordance with Texas Election Code Section 32.009. Each Presiding Judge shall be served with a writ of election (notice of election) in accordance with Texas Election Code Section 4.007.

The Presiding Judge and election clerks shall be compensated at a rate of pay established in the Joint Election Agreement approved by the Village of Salado, Bell County Emergency Services District #1, Salado Independent School District, and the Salado Public Library District by separate resolution in advance of the election. Compensable hours shall be determined in accordance with the provisions of the Texas Election Code, as amended, and other applicable laws.

...

Section 11. Ballots and Election Expenditures Authorized. All ballots shall be prepared in accordance with the Texas Election Code. The ballots shall be printed in both English and Spanish. The Village of Salado shall provide at least one (1) ExpressVote (ES&S) voting system and at least one (1) DS200 Tabulating Unit in the polling place. Oral bilingual assistance shall be available during the election and may be obtained by contacting the Presiding Election Judge or Alternate Election Judge. The cost of the Election shall be shared proportionately with the Salado ISD, Bell County Emergency Services District #1, and the Salado Public Library District as provided in the Joint Election Agreement. All expenditures necessary for the conduct of the election, the employment of all election officials, and the purchase of materials is hereby authorized.

Section 12. Custodian of Records. To the extent not otherwise provided in the Joint Election Agreement, the City Secretary is appointed as the Custodian of Records (“Custodian”) to perform duties related to the conduct and maintenance of records of the election as required under the Texas Election Code ending not earlier than the fortieth (40th) day after the date of the Election. In particular, the Custodian shall provide applications for candidates, accept applications from candidates for a place on the ballot, determine the order in which names will appear on the ballot for the Aldermen positions, and accept and maintain records regarding campaign expenditures that may be filled with the Village.

The Custodian shall maintain an office open for election duties for at least three (3) hours each day, during regular office hours, on regular business days during the period required by the Election Code. The Custodian shall post notice of the location and hours of the office as required by the Election Code.

Notwithstanding the foregoing, pursuant to Sections 66.058 and 271.010 of the Texas Election Code, prior to the Election, the Board shall appoint a Joint Custodian of Records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period of preservation required by the Election Code.

...”

PASSED AND APPROVED ON THIS THE ___ DAY OF _____, 202_ by the Village of Salado Board of Aldermen by a vote of ___ (Ayes) and ___ (Nays) and ___ (Abstentions).

APPROVED:

Bert Henry, Mayor

ATTEST:

Debra Bean, Village Secretary

APPROVED AS TO FORM:

Josh Katz, Village Attorney

Exhibit 'A'
Ballot Language
Village of Salado, TX
Ord. Tax Rate Special Election – May 3, 2025

PROPOSITION 1: Reducing the tax rate in the Village of Salado, Texas for the current year from the adopted rate of \$0.4860 per \$100 of valuation to \$0.3612 per \$100 of valuation.

FOR: _____

AGAINST: _____

Agenda Item # 6J



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(J) DISCUSSION AND POSSIBLE ACTION ON APPROVING A 30-DAY LEAVE OF ABSENCE REQUEST FROM CITY SECRETARY DEBRA BEAN.

Agenda Item # 6K



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(K) DISCUSSION AND POSSIBLE ACTION ON APPROVING THE APPOINTMENT OF:

- **LETICIA GAUNA AS ASSISTANT COURT CLERK & PERMIT CLERK**
- **TERESA SPINKS AS ASSISTANT CITY SECRETARY & ADMINISTRATIVE ASSISTANT**

Agenda Item # 6L



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

DISCUSSION AND POSSIBLE ACTION

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(L) DISCUSSION AND POSSIBLE ACTION ON AMENDING THE VILLAGE OF SALADO VILLAGE ADMINISTRATOR EMPLOYMENT AGREEMENT.

VILLAGE OF SALADO VILLAGE
ADMINISTRATOR EMPLOYMENT
AGREEMENT

This AGREEMENT made and entered into this the 7th day of December, 2023, ~~and as amended on _____~~ by and between the Village of Salado, Texas, a municipal corporation (hereinafter referred to as "Employer" or "Village"), and Manuel de la Rosa, an individual (hereinafter referred to as the "Employee").

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WITNESSETH:

WHEREAS, the Village desires to employ the services of Manuel de la Rosa as the Village Administrator of the Village of Salado; and

WHEREAS, the Village finds that engaging a Village Administrator is in the best interest of the Village and its residents; and

WHEREAS, it is the desire of the Village to establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as Village Administrator of said Village.

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

Section I. Duties.

- A. Employer hereby agrees to employ said Manuel de la Rosa as Village Administrator of the Village of Salado to perform the functions and duties specified in the Delegation of Authority Ordinance attached hereto, and as provided by state or federal law and to perform other legally permissible and proper duties and functions as the Board of Aldermen shall from time to time assign.
- B. Employee agrees that all times he will perform faithfully, industriously, and to the best of his ability, experience, and talent, all duties that may be required of him pursuant to the express and implicit terms of this Agreement, State and Federal Law, and the Village's Code of Ordinances, to the reasonable satisfaction of the Village. Such duties shall be rendered at the Village of Salado, Texas, and at such other place or places as the Village in good faith shall require, or as the interests, needs, business, and opportunities of the Village shall make advisable.
- C. In the performance of the work, duties, and obligations devolving upon Employee under this Agreement, Employee will at all times be acting and performing as a full-time employee of the Village. During the Village's normal business hours and at all

other times as conditions may demand. Employee shall devote all of his time, attention, knowledge, and skill solely and exclusively to the business and interest of the Village, and the Village shall be entitled to all benefits, profits, and other issues arising from or incident to any and all work, services, and advice of Employee provided to or on behalf of the Village.

- D. Employee will work directly for the Board of Aldermen, and will cooperate by representing the interests of the Village. Employee will be responsible for the day-to-day operations of the Village. Employee shall be responsible for the Village's compliance with all federal and state statutes, regulations, and orders and the Ordinances of the Village pertaining to the operation of the Village and for cooperating fully with the majority of the Board of Aldermen and all other governing agencies.
- E. In addition, Employee is responsible for hiring and firing personnel, for recommending candidates for all positions requiring Board of Aldermen approval, if any, for implementing and administering the decisions of the Board of Aldermen, for supervising the staff of the Village, for reporting on the operations of the Village, for developing and presenting the budget to the Board of Aldermen, for making recommendations regarding operations to the Board of Aldermen, for reporting to the Board of Aldermen on at least a quarterly basis on the financial condition of the Village, and for fulfilling any other lawful obligations devolving to him by ordinance or resolution of the Board of Aldermen.
- F. As a professional Village Administrator, the Employee should demonstrate positive interpersonal skills, should be well-versed in conflict resolution no matter how challenging, and should be willing to consider dissenting opinions in order to enhance the quality of the final project, resolution, or ordinance.

Section 2. Term.

A. The initial term of this Agreement shall terminate on December 31, 2028. This Agreement shall automatically be renewed on its anniversary date for an additional one-year term on January 1, 2029 and January 1, 2030, unless notice that the Agreement shall not be renewed is given at least six months before the automatic renewal date. On December 31, 2030, rather than renewing automatically, this Agreement shall expire and a new Agreement may be negotiated by the Parties. In the event the Agreement is not renewed, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns or is terminated pursuant to this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board of Aldermen, acting for the Village, to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 4 of this Agreement.

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C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign, at any time, from his position with Employer, subject only to the provisions set forth in Section 4 of this Agreement.

Section 3. Suspension

The Board of Aldermen may suspend Employee with full pay and benefits at any time during the term of this Agreement but only if, after a public hearing, a majority of the Board of Aldermen votes to suspend Employee for just cause; provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council member (s) bringing such charges.

Section 4. Termination and Severance Pay.

- A. Only the Board of Aldermen has the authority to terminate the employment of Employee, and may do so by a majority vote of the Board.
- B. Immediate Termination for Cause. This Agreement shall terminate immediately upon the occurrence of any of the following events pursuant to an affirmative vote by a majority of the full membership of the Board of Aldermen:
 - 1. The death or total disability of Employee. Total disability is any disability that prevents Employee from performing duties hereunder for a period of ninety-one (91) consecutive days, or one hundred twenty (120) nonconsecutive days in any twelve-month period, during the term;
 - 2. Being charged with a felony, or a misdemeanor involving moral turpitude, or fraud, embezzlement, or theft;
 - 3. A significant breach by Employee of any of the covenants under this Agreement or a Village ordinance;
 - 4. Intentional falsification of documents, records, or reports;
 - 5. Performance by Employee of any intentional act which injures the Village's business, interests, or reputation;
 - 6. Any violation of the Standards of Conduct as set forth in the Village of Salado Municipal Employee Handbook (the "Employee Handbook");
 - 7. Continuous or grossly negligent failure to perform duties owed

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to the Village.

- C. In the event of a termination for cause pursuant to this section, Employee shall not be entitled to severance pay.
- D. **Termination Without Cause.** This Agreement may be terminated without cause by majority vote of the Board of Aldermen. In the event that this Agreement is terminated without cause by the Village, the Employee shall be entitled to ~~nine~~ ~~(9)~~ months' pay at the current level of compensation from the date of termination.
- E. In the event Employee voluntarily resigns his position with Employer, Employee shall give Employer sixty (60) days' notice in advance unless the parties otherwise agree. If Employee voluntarily resigns his position, Employer is under no obligation to provide severance pay, ~~and Employee shall receive prorated compensation accrued through Employee's final date of employment.~~

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Section 5. Salary.

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$150,000.00 payable in installments at the same time as other employees of the Employer are paid. Thereafter, Employer agrees to increase said base salary and/or other benefit of Employee in such amounts and to such extent as the Board of Aldermen may determine that it is desirable to do on the basis of an annual salary review.

Employer is under no obligation to increase Employee's base salary and/or other benefits at any time.

Section 6. Performance Evaluation.

A. The Board of Aldermen shall review and evaluate the performance of the Employee at least once annually. The Employer ~~shall utilize the International City/County Management Association's City Manager Performance Evaluation form in reviewing Employee's performance. The evaluation shall occur between February 1st and March 31st of each calendar year.~~ The Mayor of the Village of Salado shall provide the Employee with a summary statement of the findings of the Board of Aldermen and provide an adequate opportunity for the Employee to discuss his evaluation with the Board of Aldermen.

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B. Annually, the Board of Aldermen and Employee shall define the goals and performance objectives which they deem necessary for the proper operation of the Village and in the attainment of the Board of Aldermen's policy objectives, following which said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations specified and the annual operating and capital budgets and appropriations provided.

Section 7. Automobile Usage.

Employee's duties as Village Administrator require exclusive and unrestricted use of a vehicle. Employee must have a personal vehicle during the term of this Agreement, which vehicle shall be available for Employee's exclusive and unrestricted use in the performance of his duties hereunder. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle.

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Section 8. Vacation and Sick Leave.

Employee is entitled to accrue and use vacation and sick leave on the same basis as all Village employees pursuant to the Employee Handbook.

Section 9. Other Benefits.

A. Benefits - Employee shall be provided with the same health, dental, vision, and life insurance and general benefits not otherwise provided herein as other full-time employees of the Village. Employer will pay the premiums for the standard health, dental, vision, and life insurance secured by Employee for Employee. Employee is required to pay premiums for any dependent coverage.

B. Dues and Subscriptions - Employer agrees to budget and to pay for the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

C. Professional Development - Employer agrees to budget and pay for the reasonable in-state travel and subsistence for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately ~~fulfil~~ necessary official and other functions for Employer. Employer further agrees to budget for and pay for the in-state travel and subsistence expenses for Employee for short courses, institutes, and seminars that are necessary for his professional development and for the ~~the proper management of the Village and its compliance with all law~~. Board approval is required in advance for any out-of-state travel expenses.

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C. Bonding- Employer agrees to pay the full costs of any fidelity or other bonds required of Employee under any law or ordinance.

F. Miscellaneous Expenses - Employer recognizes the desirability of

providing Employee with a cellular telephone for office use and other miscellaneous job-related costs that may occur in the course of his employment. Employee shall receive approval of the Mayor or his designee for such expenses on a monthly basis or any other periodic basis established by the Board of Aldermen.

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Section 10. Conflict of Interest Prohibition.

During the term of this Agreement, Employee shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in conflict in any manner whatsoever with the business of the Village. Employee shall not represent a position or have a pecuniary interest which clearly and directly conflicts with the interests or policies of the Village or which would adversely affect the financial stability of the Village.

Section 11. Confidentiality

Employee covenants and agrees that he shall not, at any time, directly or indirectly divulge or disclose for any purpose whatsoever, confidential or proprietary information concerning the Village that has been developed by the Village, or obtained by Employee from the Village or disclosed to him by the Village, as a result of the performance of his work, duties, and obligations under this Agreement, except as required by applicable law or a court order.

The parties stipulate that, as between them, the aforementioned matters in this section are important, material, and confidential and gravely affect the effective and successful conduct of the business of the Village and its goodwill, and that any breach of the terms of this section is a material breach of this Agreement and grounds for immediate termination for cause pursuant to Section 4.01(B) of this Agreement. It is agreed that the provisions of this section shall be applicable and enforceable unless the terms and conditions of this section are expressly waived on behalf of the Village and reduced to an instrument in writing signed by the Village.

Section 12. Other Terms and Conditions of Employment.

A. The Board of Aldermen, in conjunction with the Village Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Village Ordinance or any applicable state or federal law.

B. In addition to any benefits expressly provided to Employee in this Agreement, all regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to

Employee as they would to other employees of Employer.

Section 13. Return of Village Property

During the term of employment, Employee will have access to and use of equipment and facilities owned by the Village and regularly used in the operation of the business of the Village for use to conduct Village business. By his employment, Employee gains no right or interest in any property belonging to the Village. On termination of employment or whenever requested by the Board of Aldermen, Employee shall immediately deliver all property in his possession or under his control belonging to the Village, including but not limited to all of the Village's files of any nature, accounting records, computer terminals, computers, tablets, phones, other computer equipment, electronic information, disks, portable hard drives, spreadsheets, manuals, books of account, reference and law books, accounting machines, office furniture and fixtures, supplies, and other Village-owned property placed in the office of Employee.

Section 14. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Village of Salado
Attn: Mayor
P.O. Box 219
Salado, TX 76571

301 N. Stagecoach
Salado, TX 76571

EMPLOYEE Manuel de la Rosa
213 Independence
Drive
Georgetown, TX
78633

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Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service via certified mail, return receipt requested, to the address set forth herein.

Section 15. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

No amendments to this Agreement shall be valid unless made in writing and signed by both Parties hereto.

- B. All paragraph headings in this Agreement are inserted for convenience only.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- D. This Agreement shall become effective commencing on the date of execution by both parties as indicated below.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- F. This Agreement shall be construed under and according to the laws of the State of Texas. Venue for any action arising out of this Agreement shall be in Bell County, Texas.

IN WITNESS WHEREOF, the Village of Salado has caused this Agreement, to be signed and executed in its behalf by its Mayor, and duly attested by its Village Secretary, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

VILLAGE OF SALADO

Manuel de la Rosa
213 Independence Drive
Georgetown, TX 78633

Bert Henry, Mayor

301 N. Stagecoach Road
Salado, TX 76571

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Agenda Item # 7



Date Submitted:

Agenda Date Requested: February 3, 2025

Agenda Item:

EXECUTIVE SESSION

Project/Proposal Summary:

7. EXECUTIVE SESSION

(A) CONVENE INTO EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.072 AND 551.073 REGARDING THE PROPOSED MUSTANG SPRINGS IMPROVEMENT DISTRICT.