



**REGULAR MEETING OF THE
SALADO BOARD OF ALDERMEN**

**REGULAR AGENDA
AND WORKSHOP AGENDA**

**THURSDAY, MAY 7, 2015 6:30 P.M.
MUNICIPAL BUILDING
301 NORTH STAGECOACH, SALADO TX
BOARD OF ALDERMEN CHAMBERS**

I. CALL TO ORDER

1. Invocation / Moment of Silence
2. Pledge of Allegiance, Texas Pledge of Allegiance

("Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.")

II. REPORTS

Announcements concerning items of community interest. No action will be taken or discussed.

Mayor's Report.

Aldermen Updates:

- Environmental Report – Alderman Dankert and Alderman McDougal
- ETJ / Annexation Report – Alderman Dankert and Alderman McDougal
- Ordinance Committee Report – Alderman Fields and Alderman Coachman
- Main Street Report – Mayor Pro Tem Brown
- Street Improvement Report – Alderman McDougal
- Stagecoach / Wastewater Status Report – Alderman Dankert, Alderman Fields, Alderman McDougal, and Village Administrator Foutz

Police Department Report – Police Chief Jack Hensley
Fire Department Report – Fire Chief Shane Berrier
Chamber of Commerce and Tourism Bureau Report – Director Debbie Charbonneau

III. PROCLAMATIONS – n/a

IV. PUBLIC COMMENTS

3. Citizens who desire to address the Board of Alderman on any matter may sign up to do so prior to this meeting. Public comments on issues not listed on the agenda will be received during this portion of the meeting. Comments related to items on the agenda will be received during consideration of the individual agenda item. Please limit comments to 3 minutes. No discussion or final action will be taken by the Board of Aldermen.

V. CONSENT AGENDA

All items listed under this section, Consent Agenda, are considered to be routine by the Board of Aldermen and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda at the request of any Aldermen and will be considered separately.

4. Consider approving the Consent Agenda item:
 - (A) Minutes, Special Called Meeting, March 9, 2015
 - (B) Minutes, Special Called Meeting, April 15, 2015
 - (C) Minutes, Regular Meeting, April 23, 2015
 - (D) Minutes, Special Called Meeting, April 29, 2015

VI. REGULAR AGENDA

Public Hearings / Ordinances

5. Public Hearing – Hold a public hearing and consider adopting Ordinance 2015.06 creating a civil offense for a school bus stop arm violation involving a camera enforced school bus; providing defenses and presumptions; providing requirements, procedures, and fees relating to the administrative adjudication of a civil school bus stop arm violation; providing for an appeal to municipal court; providing powers, duties, and functions of the director, enforcement officers, and hearing officers; providing for the imposition, collection, and disposition of civil fines, penalties, and costs for a civil school bus stop arm violation; providing for a civil fine of \$300.00

Miscellaneous –

6. Presentation, discussion, and possible action on a site plan for Hidden Glen Senior Living Community.
7. Presentation, discussion, and possible action on a contract for soil, concrete, and HMAC testing service fees with Langerman Foster Engineering Company for the 2015 Street Rehabilitation Program in an amount not to exceed \$10,000.

VII. WORKSHOP SESSION

Attendees please note that Workshop Sessions are open to the public as mandated by the Open Meetings Act, but are not participatory. The Board will discuss Agenda items but will not accept public comments or questions. Please make any comments to the Board during the Public Comments portion of the Regular Agenda.

Workshop Agenda:

8. Discuss naming of a bridge on I-35
9. Discuss Code Enforcement philosophy and approach including potential cases and case types

VIII. EXECUTIVE SESSION

10. Discuss the Sanctuary project as authorized by Texas Government Code § 551.087, Economic Development.

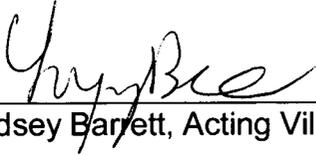
IX. REGULAR SESSION / ACTION ON EXECUTIVE SESSION ITEM

11. Consider taking action on negotiations with the Sanctuary Development including, but not limited to, discussions regarding a wastewater treatment plant, Planned Development and Design Guidelines, incentives and financing.

The Village of Salado reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Village Secretary's office at (254) 947-5060 for further assistance.

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 4:30 p.m., on Monday, May 4, 2015.



Lyndsey Barrett, Acting Village Secretary

Removed from display: _____

ACTION PLAN – MULTIPLE YEAR PLAN – APRIL 30, 2015 UPDATE

Goal Category	Objective	Activities/Means	Activity type	Resources Needed	Priority	Implementation Schedule	Status / Update
Support workforce development	Grow, attract and retain a qualified workforce by partnering with business, education and community resources	-Job Shadow Days -Salado Young Professionals -Leadership Salado	Chamber	Guidelines Budget	3	2015-2016	Leadership Salado is currently in place. Job Shadow Days would begin next fiscal year due to the fact that I would have to work this into the SISD curriculum. Salado Young Professionals would begin next fiscal year due to the fact that I would have to get a committee together this year and they would put the plan together to present.
Support business growth (increase membership)	Provide training that assists business growth through marketing	-web site development	Chamber/ CVB		2	2014-2015	Run this consultation and training the same as “Breakfast ‘n Learn” where it is open to both members and non-members and there would be a charge for the training. Training benefits would be both for the business website and www.salado.com . Also, working with a committee to update the current website and make it more user friendly.
Support business growth	Conduct activities that increase business awareness in the community	-ribbon cutting and groundbreaking	Chamber		1	Ongoing	Currently do both of these functions but would like to really increase our ribbon cuttings to 2 a month. We need to “Create the Buzz” for current members and potential new members. Follow Standard Operating Procedures.
Support members (increase membership)	Provide training that assists business growth	-Small business counselor available once per week -Basics of Opening a Business	Chamber	Budget Counselors (TDA possibility)	2	2015-2016	Met with Marcus Carr, Director, Central Texas Business Resource Center on Thursday, April 9, 2015 to discuss business counseling for Salado.
Support members (increase membership)	Provide training that assists business growth	-Breakfast ‘n Learns – 4 per year -Social Media Happy Hour -Young Professionals Business Luncheon	Chamber		1	Ongoing	Our first “Breakfast ‘n Learn” was held April 22, 2015 from 8:30am – 9:30am at the Visitor Center and the training was on Facebook we had 12 attendees. A new membership packet has been created and a survey was sent out to all members to see what trainings they would like to have and what all we can do to make their membership more of a value. Held our first Social Media Happy Hour on Wednesday, April 30, 2015 at 5:15pm at Village Spirits and the talk was on Hashtags and we had 35 attendees.
Support members	Provide opportunities for leveraging resources	-Electric Coalition	Chamber	Current and new businesses	1	Ongoing	Met with the electric coalition and have packets for new members and also renewing members for information. Also, took 10 packets to the Municipal Building for people who are coming in to start a business so that they can use this program if they choose. Invite Paul Smolen to do a presentation.
Support members	Provide opportunities for leveraging resources	-Co-op advertising	Chamber/ CVB	Budget Business support	2	2015-2016	Put together advertising plan for next fiscal year for business participation.

Goal Category	Objective	Activities/Means	Activity Type	Resources Needed	Priority	Implementation Schedule	
Quality of life	Support quality of life initiatives	-Identify capital improvement and facility projects that improve quality of life	Chamber/ CVB		2	2016-2017	This will also be part of the category, Venue Development.
Tourism development	Hold events that attract tourists and overnight stay	- Salado on the Rocks - Wildflower Art Show - Salado Swirl - Midnight Madness Down Main - Salado Fine Art Invitational - Chocolate & Wine Weekend - Christmas Stroll	Chamber/ CVB	Budget Volunteers New ad campaign marketing	1	2014-2015	Currently hosting these events that bring in overnight guests but need to work on improving all events through new advertising venues (i.e. television, print, and website.) Add a new major event each calendar year. Critique each event and also hold meetings with businesses as to how to make each event better. Met with a committee on Wednesday, April 29, 2015 to discuss doing a family event in October. Create a coordinated effort with the Bell County Expo Center in bringing more events to Central Texas. Working with Belton, Temple, Killeen and Harker Heights and created a new website and coalition called "Destination Central Texas."
Tourism development and awareness	Website improvement	-Event booking -Featuring tourism businesses -Outside critique -Reflect tourism study recommendations -Redesign website	Chamber/ CVB	Budget	2	2015-2016	Create more Salado packages for groups. Work with Wildfire Ranch and Solana Ranch. Also create a package tab on www.salado.com where we have planned their stay.
Tourism Awareness	Improve wayfinding	-Install kiosks -IH 35 Gateway sign	CVB/ Chamber/	Budget	2	2015-2016	Have been working with TxDOT for the last several years for our IH35 gateway sign. On 1/29/15 was contacted from TxDOT stating that the contractor is still trying to acquire the materials.
Tourism development	Promote Salado through print materials	-Visitors Guide -Other statewide print material	Chamber/ CVB	Budget Business support	1	2014-2015	Currently working on Visitors Guide. Researching other statewide print material.
Tourism awareness	Promote events that increase tourism	-Electronic sign in town	CVB/ Chamber	Budget Business support	3	2016-2017	
Tourism development	Improve marketing activities and approaches	-Create marketing plan -Reflect tourism study recommendations -Expand use of social media	CVB/ Chamber	Time Budget	2	2015-2016	

Goal Category	Objective	Activities/Means	Activity Type	Resources Needed	Priority	Implementation Schedule	
Tourism development	Develop new venues	<ul style="list-style-type: none"> -Develop and implement Tourism / Venue Master Plan – -Ensure community identification initiatives are included -Define what we have & what is missing: Inventory of venues, restaurants, retailers, meeting space (type, hours, presence on road) -Identify resource/person to recruit new attractions 	CVB	<ul style="list-style-type: none"> Time Budget Resource Person to recruit new attractions 	1	2015-2016	<p>Adopt an incentives ordinance for landmark properties. Review the Tourism Assessment that was done in 2006 and put together a summary plan as to what the suggestion was, what was completed and review what was not checked off. Have the Chamber of Commerce & Tourism Bureau staff define what we have and what is missing to implement in the Tourism/Venue Master Plan. Identify the resource person to execute the plan. Met Nate Gieryn with the Office of the Governor Economic and Tourism about doing a Tourism Assessment for the Village. I turned him name over to Kim for coordination.</p>
Tourism development	Improve marketing activities and approaches	<ul style="list-style-type: none"> -Develop and implement Tourism Master Plan -Establish tourism advisory committees to make marketing, infrastructure investment, and venue recruitment recommendations: -Hotel representatives -Venues representatives (shops, entertainment) -Restaurant representatives 	CVB/ Chamber	<ul style="list-style-type: none"> Time Budget People to serve on tourism advisory committee 	1	2015-2016	<p>Have a member of the Chamber Board of Directors lead this committee and put together the representatives from the recommended list. Also, include a banker as part of the committee.</p>
Tourism development	Attract groups (tour and meeting) for destination meetings	<ul style="list-style-type: none"> - Create and distribute materials to recruit tour and meeting groups -utilize social media -develop and execute list of organizations to market to -Identify additional ways to recruit 	CVB/ Chamber	<ul style="list-style-type: none"> Time Budget 	2	2015-2016	<p>Currently have some materials but they all need to be updated.</p>

POLICE DEPARTMENT
MONTHLY REPORT
FOR THE MONTH ENDING April 30, 2015

GOALS / WORK PLAN	UPDATE
Update General Orders	Last updated in 2004. Currently reviewing and re-writing sections at a time. When individual sections are ready, will bring forward to BOA for consideration
Emergency Operations	<ul style="list-style-type: none"> • Work on identification of individual to serve as Emergency Operations Coordinator • Participate in re-write of Manual • Evaluate existing interlocal agreements, recommend changes as needed; identify new agreements needed, if any • Identify resource list and arrangements goods and materials necessary during emergency
Develop 5 year action/strategic plan	

SPECIAL PROJECTS	
Driver License Image Retrieval Systems	Renewed Memorandum of Understanding with Texas DPS
Creating Program called Realtor Watch	Extra attention to homes that or vacant on the market
Training report	Chief-911 addressing training Chief- High Sierra Regional ALERT Training Officer Post –PPCT Defensive Tactics Instructor Officer McLean & Tulloch—TLETS Training
Renovation of new office space	Work in progress, hope to be completed by end of next week

ACTIVITIES / PERFORMANCE MEASURES	
Calls for service	208 (90% in city,10% outside city)
BREAKDOWN OF TYPE OF CALLS FOR SERVICE	
Average response time	4:7
Offenses	10
Arrests	1
Motor Vehicle Accidents	6
Alarm Calls	9 (6 residential,3 business, 0 Medical)

Citations Chart (Total 99 Citations)		
Number of Citations	Charge	Location
32	Crossing Property	1200 bk Robertson
5	Speeding	Main Street
19	Speeding	West Village
2	Drove Wrong Way in Designated Ln	West Village
1	Expired Registration	Royal
1	Expired Registration	Thomas Arnold
2	Expired Registration	Main Street
1	No Insurance	Main Street
2	Speeding	Royal
1	Speeding	Smith Branch
1	No Driver's License	FM2268
6	Speeding	FM2268
3	Expired Registration	West Village
2	Expired Inspection	West Village
2	Speeding	IH-35
1	No Driver's License	IH-35
2	No Seat Belt	West Village
2	Wrong way on a One Way	Robertson
1	Loud Noise	Whispering Oaks
1	Stop Sign	Thomas Arnold at Main
1	Allowing Unlicensed Driver to Drive	Main Street
1	No Driver's License	Robertson
2	Defective Equipment	West Village
1	Expired Registration	West Village
1	Expired Inspection	West Village
2	Stop Sign	Baines at FM2268
2	Speeding	Salado Plaza
2	Defective Equipment	Main Street
CONTINUING PROGRAMS		
House watch	Physically check the house while citizen is out of town	Positive feedback from citizens



**SPECIAL CALLED MEETING OF THE
SALADO BOARD OF ALDERMEN
MEETING MINUTES**

MUNICIPAL BUILDING - 301 NORTH STAGECOACH

BOARD OF ALDERMEN CHAMBERS

Monday, March 9, 2015 6:00 P.M.

I. WORKSHOP SESSION

Workshop Agenda:

1. Discussion was made about environmental concerns of three areas inside and outside the Salado Extra-Territorial Jurisdiction. (ETJ)
2. Discussion was made on the Stagecoach Wastewater Plant.
3. Discussion was made on the Wastewater Treatment Plant

The Mayor closed the Workshop at 7:22 p.m. and opened the Executive Session at 7:30 p.m.

II. EXECUTIVE SESSION – *see Certified Agenda.*

4. Deliberations regarding Real Property as authorized by Texas Government Code § 551.072
5. Discuss the Sanctuary project as authorized by Texas Government Code § 551.087, Economic Development.

Mayor Blancett closed the Executive Session at 8:15 p.m.

APPROVED: _____
SKIP BLANCETT, Mayor of the Village of Salado, Texas

ATTEST: _____
Kim Foutz, Village Administrator



**SPECIAL CALLED MEETING OF THE
SALADO BOARD OF ALDERMEN
MEETING MINUTES**

MUNICIPAL BUILDING - 301 NORTH STAGECOACH

BOARD OF ALDERMEN CHAMBERS

WEDNESDAY, April 15, 2015 6:00 P.M.

Members present: Mayor Skip Blancett, Mayor Pro Tem Fred Brown, Alderman Frank Coachman, Alderman Hans Fields, Alderman Michael McDougal, Alderman Amber Preston Dankert

Members Absent: None

Others Present: Kim Foutz, City Administrator

I. CALL TO ORDER – *Mayor Blancett called the meeting to order at 6:00 p.m., quorum present*

1. Invocation / Moment of Silence – Mayor Blancett led the invocation.
2. Pledge of Allegiance and Texas Pledge of Allegiance were recited

The Mayor opened the Executive Session at 6:03 p.m.

II. EXECUTIVE SESSION – *see Certified Agenda.*

3. Discuss personnel matters as authorized by Texas Government Code §551.074, Personnel Matters – Village Secretary's request for administrative leave and other related matters including unpaid leave, administrative leave with pay, authorized leave without pay, leave of absence, and paid leave during the first six months of employment.
4. Discuss the Sanctuary project as authorized by Texas Government Code § 551.087, Economic Development
5. Discuss possible acquisition of real estate as authorized by Texas Government Code §551.072, Deliberations about Real Property

Mayor Blancett closed the Executive Session at 8:41 p.m.

III. REGULAR SESSION / ACTION ON EXECUTIVE SESSION ITEM

Mayor Blancett re-opened the Regular Meeting at 8:43 p.m.

6. Consider action on a personnel matter as it relates to the Village Secretary's request for administrative leave and other related matters including unpaid leave, administrative leave with pay, authorized leave without pay, leave of absence, and paid leave during the first six months of employment.

Mr. Hansen tendered his resignation therefore the administrative leave request is no longer applicable. No action taken.

There being no further business, the meeting was adjourned at 8:45 p.m.

APPROVED:

SKIP BLANCETT, Mayor of the Village of Salado, Texas

ATTEST:

Kim Foutz, Village Administrator

Village of Salado, TX
Regularly Scheduled Board of Aldermen
Meeting Minutes
Municipal Building, 301 N. Stagecoach Rd.
Thursday, April 23, 2015 6:30 p.m.

Members present: Mayor Skip Blancett, Mayor Pro Tem Fred Brown, Alderman Frank Coachman, Alderman Hans Fields, Alderman Michael McDougal, Alderman Amber Preston Dankert

Members Absent: None

Others Present: Lyndsey Barrett– Acting Village Secretary, Jack Hensley - Chief of Police, Debbie Charbonneau – Executive Director, Kim Foutz – Village Administrator

I. Call To Order : Mayor Blancett called the meeting to order at 6:34 p.m., quorum present.

1. James Haney led the invocation.
2. Pledge of Allegiance and Texas Pledge were recited.

II. Reports:

Aldermen Updates:

Environmental Report: Alderman Dankert reported that the community clean up a few weeks ago went really well and saw a lot of volunteers at city hall and around town. Great landscaping was accomplished at College Hill and the Tourism offices, as well as around town.

ETJ / Annexation Report: No report

Ordinance Committee Report: No report

Main Street Report: Mayor Pro Tem Brown reported that the third and final meeting with the Texas A&M Design Team will be Friday, May 1, 2015 from 2pm – 4pm at city hall.

Street Improvement Committee: Alderman McDougal reported that the notice to proceed with street repairs has been accepted by APAC. Although work was scheduled to begin on Monday, April 20, 2015 and did not, we are not behind and hopefully that work will begin this Monday. Point repairs in the future will be need to be done by a contractor or through an interlocal agreement. The Village employee does not have the time in his schedule to complete the work. This will need to be added to next year's budget.

Stagecoach / Wastewater Report: – Alderman Fields reported that the Village Administrator and he had been working diligently on a plant budget and there would be action taken tonight in regards to the plant. Additionally, there would be further conversation regarding the plant during tonight's regular agenda and workshop.

Mayor's Report: The final presentation for the Main Street Design project, presented by Texas A&M students will be Friday, May 1 from 2:00-4:00 p.m. at City Hall. Citizens invited to participate in Immerse and Emerge a weekend event here in Salado including; stone carvers and the Venue on Friday, the progressive dinner Friday evening from 6pm – 9pm, the Blue Lapis light show Friday night at 9pm, and all day Friday and Saturday at various shops throughout town there will be demonstrations by local artist.

Village Administrator Operational Report: no report

Monthly Reports (given at the first meeting each month): No reports

Special Report: The Mayor turned the meeting over to Village Administrator Foutz, to introduce Don Allman, CPA, PC, who delivered the Annual Report for the fiscal year ending September 30, 2014. Mr. Allman gave thanks

and praise to both Village Administrator Kim Foutz and Lyndsey Barrett, saying they were great to work with. He additionally thanked Kristi Stegall for her work on the financials. He congratulated the Village for a change for the better. He proceeded to go over the annual report, specifically, basic financial statements, which includes the balance sheet for all governmental accounts, statement of net assets and activities, reconciliation of the governmental funds balance sheet to the statement of net assets, statement of revenues, expenditures, changes in fund balances, reconciliation of the governmental funds statement of revenues, expenditures, and changes in fund balance to the statement of activities, as well as notes to the financial statements. Required supplementary information, which includes the statement of revenues, expenditures, and changes in the fund balance budget and actual for both general fund and hotel/motel tax fund. Internal control and compliance, which includes the report on internal control over financial reporting and compliance and other matters based on the audit of financial statements performed in accordance with the government auditing standards. These items were found on pages 4, 5 and 7 of the report and are available upon request.

Financial Report: Kristi Stegall went over the current year-to-date financials for the Hotel/Motel and General Fund accounts. Mrs. Stegall stated that the current P&L overstates the court fines which will need to be adjusted along with several other line items. Mrs. Stegall reported that sales tax received is less than budgeted; property tax received was more than budgeted, but cautioned the Board of Alderman that this line item will not increase much more since most people pay property tax at the beginning of the year. Mrs. Stegall made the comment that the Village had a new chart of accounts created for both, Hotel/Motel and General Fund accounts, and will be working with staff to correct some of the line item coding. Mrs. Stegall said that all adjustments, especially those related to the chart of accounts, will be addressed and brought back to the Board of Alderman at next month's meeting.

Kim Foutz made a special comment that there were some items left out of this year's budget and the Village was being diligent to note those items and make sure they are included in next year's budget.

III. Proclamations:

3. Proclamation honoring and recognizing May 2-10, 2015 as National Travel & Tourism Week and Texas Travel & Tourism Week was read by Mayor Blancett.

IV. Public Comments:

4. Linda Reynolds – 507 Santa Rosa, Salado addressed the BOA first stating her background as a retired reading teacher and stating that she reads everything in the Village Voice, all of the Agenda's, and all of the Mayor's blogs. She stated she, and her mother, originally voted yes to the Sewer Bond, but given the chance would reverse their vote to no. She expressed she was against the proposed development which would in her view change the character of her neighborhood, specifically concerning the proposed music venue. She urged the Mayor and BOA to drive through her neighborhood.

V. Consent Agenda

5. Consider approving the Consent Agenda items:
 - a. Minutes, Regular Meeting April 9, 2015

Alderman McDougal made a motion to approve the Consent Agenda as presented, Alderman Dankert seconded, and the motion passed unanimously (5-0).

VI. Regular Agenda:

6. Presentation, discussion and possible action on Resolution R-2015-115, authorizing the submission of an application for funding through the Texas Department of Transportation, Transportation Alternatives Program (TAP), authorizing Village matching funds and project cost reimbursements through federal funding, to develop trails, landscaping, and safety improvements starting at College Hill, and generally progressing along Peddlers Alley, Salado Creek, Center Street, and Royal Streets.

Kim Foutz - presented a slide show outlining a proposed trail system and asking for a resolution committing up to \$65,000 in matching funds to apply for a \$300,000 TxDot TAP's grant. She indicated that this grant is not available every year, but generally available every 2 years. There are four (4) different

objectives they will receive applications for. We are meeting two (2) of those objectives in the proposed plan, construction of on-road and off-road trail systems for pedestrians, bicyclist, and other non-motorized forms of transportation and construction of infrastructure related projects and systems that will provide safe routes for non-drivers. Sub-committee participants are Alderman Dankert, Alderman McDougal, David Olson (Engineer), Will Lowery (Business Owner), Darlene Walsh (Property Owner), and Claire Hartman (Property Research). The project scope will include an 8' – 10' wide hike and bike trail which would be off-road. In selected areas there would be trees, pedestrian and bicycle crossings, and safety and directional signage.

Mrs. Foutz then presented a map of the Trails Master Plan, which is part of our Comprehensive Plan that has been in place for over 10 years. (map available upon request) These trails share components with the Main Street Plans developed by Texas A&M students, as well as, the Tourism Plan created several years ago. The trail would originate at the College Hill entrance and then run along Peddler's Alley, Salado Creek, Center Circle, Spring Street and Royal Street. Program criteria dictates the trail should serve businesses, parks, and neighborhoods and should be a looped type system. The proposed trail accomplishes this.

The Village is proposing a \$300,000 grant which would require 20% matching funds of \$60,000. The matching funds can come from two different fiscal years. This project would meet our Trails Master Plan, our Tourism Master Plan, and our Comprehensive Master Plan. Mrs. Foutz urged that the Village needed to start somewhere with trails and this was a great opportunity. Part of the process for applying for this grant included holding public workshops, holding sub-committee meetings, gathering letters of support, and obtaining letters dedicating easements. Notification of award will be forthcoming in the Fall 2015, with construction beginning in the Fall of 2016, if awarded. Deadline for grant submission is May 4th.

Alderman McDougal – The 20% matching funds were not workshopped, but did go through the sub-committee, and this is a very short deadline, is that true?

Kim Foutz – Correct

Alderman Fields – Is the \$60,000 in budget. Would it come out of General Fund?

Kim Foutz – No it is not in the budget. It can come out of General Fund or Tourism Fund. Kim deferred to Alderman McDougal.

Alderman McDougal – The funds can come from two different budgets, this and next year's.

Alderman Coachman – Is it true that we are just making a statement committing to this?

Kim Foutz – That is correct, yes.

Mayor Pro Tem Brown stated there were other ways we could raise funds.

Alderman Fields expressed he understood that, but had never seen a sub-committee report.

Alderman McDougal stated he and other members of the sub-committee had walked this proposed trail and it had been well handled. He confirmed that Alderman Fields was correct, there has been no workshop because of the tight deadline.

Kim Foutz spoke to the budget saying this is not something that you would normally see in a budget because you are never sure when it's going to be offered. Very typical for a city not to take something like this through the budget process.

Motion was made by Mayor Pro Tem Brown to approve Resolution R-2015-115 authorizing the Village of Salado to submit an application for funding through the Texas Department of Transportation's Transportation Alternatives Program (TAP) for \$300,000 and authorizing Village matching funds up to \$65,000 and project cost reimbursements through federal funding. Alderman McDougal and Alderman Dankert seconded, Alderman Fields abstained, and the motion passed (4-0).

7. Presentation, discussion and possible action on Resolution No. R-2015-114 providing the U.S. Department of Commerce Economic Development Administration requested commitments and associated documentation related to financial assistance for wastewater improvements.

Kim Foutz – We have received confirmation from the EDA that the Village has been selected to move forward in the process for further consideration. She noted the funding for Salado had been changed from \$1,500,000 to \$1,000,000. The letter we received on April 3rd, requested the Village to submit documentation committing to the matching funds of \$5,318,000 and identifying the source, which is the \$10,000,000 bond election. Additionally, they require us to submit State and Federal applications to the Historical Commission and the Army Corp of Engineers. The Army Corp of Engineer’s application will require assistance from our engineer. The EDA is also requiring assurance for civil rights compliance and additional narrative.

Mayor Blancett – Kim how long have you been working on this? What are our chances?

Kim Foutz – First application submitted in October 2014. Chances are very good, especially since we are moving through the process.

Motion was made by Alderman Coachman to approve Resolution R-2015-114 authorizing the Village of Salado to provide the U.S. department of Commerce Economic Development Administration requested commitments and documentation related to financial assistance for wastewater improvements. Alderman McDougal seconded, and the motion passed unanimously (5-0).

8. Presentation, discussion and possible action on Resolution R-2015-113 approving an Interlocal Cooperation Agreement between the Village of Salado and Dallas County Schools D/B/A Texserve to enforce and administer the Automated School Bus Stop Arm Enforcement Program.

Kim Foutz – This is an opportunity for an interlocal agreement with Dallas County Schools with the primary beneficiary being the SISD.

Chief Hensley – One of the major reasons for the School Bus Stop Arm Enforcement Program is the safety concerns we all have for our students who ride school buses. The Bus Guard system uses state of the art technology to address safety concerns both on and off the bus. This program would be installed at no cost to the Village or SISD on every school bus in operation, which would result in SISD saving \$140,000 if they were to pay to have this technology installed on all 14 busses. The Village and SISD would also each have a 12.5% share in revenue generated from tickets generated by the program. Those violations would be monitored and reviewed by Texserve and then forwarded to Salado for review. Any tickets issued would then be mail out by Texserve. He then read a letter of support from Dr. Michael Novotny, SISD Superintendent.

Morgan Bird (student representative) – asked when would program be implemented?

Chief Hensley – Said once all approvals were in place, would take about 2 weeks.

Alderman Coachman – Will the Village Municipal Court “go in the hole” with the program?

Chief Hensley – Court cases would be processed like any other traffic violation.

Alderman McDougal – Can the program be installed by the beginning of the 2015-2016 school year?

Chief Hensley – That would be possible.

Motion was made by Alderman Dankert to approve Resolution R-2015-113 authorizing the Village of Salado to approve an Interlocal Cooperation Agreement between the Village of Salado and Dallas County Schools D/B/A Texserve to enforce and administer the Automated School Bus Stop Arm Enforcement Program. Alderman Coachman seconded, and the motion passed unanimously (5-0).

PUBLIC HEARINGS/ORDINANCES:

N/A

MICSELLANEOUS:

9. Presentation, discussion, and possible action on Termination of the Effluent Field License Agreement with Stagecoach Properties Inc. and Morris E. Foster for the Stagecoach Wastewater Treatment Plant.

Kim Foutz – On May 13, 2014 the Village entered into an Effluent Field License Agreement with Stagecoach Properties and Morris E. Foster. This was to discharge into a field that is just south and to the west of Salado. The contract provides for a lease payment of \$500 per month, which progressively increases to \$5000 per month. We are scheduled to go up to \$1500 per month shortly. The contract has a provision in it that we can terminate with a 90 day notice. We are the current permit holder for the Stagecoach Wastewater Treatment Plant. The permit has been reviewed by staff, an operator, and TCEQ and it does not prohibit discharge into the creek. Staff also had a meeting with U.S. Fish and Wildlife Service and other biologist, who also had no objections to discharge in the creek. Staff recommends termination of this contract. The effective date of termination would be July 24, 2015. Up until that day we will have paid \$6000, but will save future payments totaling \$164,000.

Alderman McDougal – We will save \$164,000?

Kim Foutz – Yes.

Motion was made by Alderman Coachman to approve Notice of Termination of the Effluent Field License Agreement with Stagecoach Properties Inc., and Morris E. Foster for the Stagecoach Wastewater Treatment Plant. Alderman Dankert seconded, the motion passed unanimously (5-0).

10. Consider authorizing Change Order #1 to the street improvement contract with APAC-Texas, Inc. DBA Wheeler from Belton, Texas for the 2015 Street Rehabilitation Program reducing the scope and contract.

Kim Foutz – On March 5, 2015 the Aldermen approved a contract with APAC-Texas DBA Wheeler for \$305,620. We knew at that time we were going to do a change order. We did have a meeting with TxDot where we talked to them about expanding some of the things they are doing in conjunction with the I-35 project. We were able to get TxDot to do all of Thomas Arnold on both sides of the highway for us. That is a \$52,205.50 savings. As a result that impacts our change order. Our engineer, in conjunction with the Streets Committee chaired by Alderman McDougal, came up with several options. (see attachment 1 for list of options)

Motion was made by Alderman McDougal to Motion to approve Change Order #1 Option A to the street improvement contract with APAC-Texas, Inc. D/B/A Wheeler from Belton, Texas for the 2015 Street Rehabilitation Program reducing the scope and contract by \$52,205.50. Alderman Dankert seconded, the motion passed unanimously (5-0).

Mayor Blancett closed the Regular Session at 8:17 p.m.

VII. Workshop Session:

Mayor opened the Workshop Session at 8:20 p.m.

11. Discuss an Economic Development and Incentive Policy – Mayor Blancett invited Melanie Kirchmeier, Chamber of Commerce Vice President, to the table to go over the need for economic development and an incentive policy for both new and existing businesses. Kim Foutz handed out a draft of an incentive policy, asking the board not to read too much into it, it is truly just a vehicle for discussion. The Chamber of Commerce has established a committee to address some of the same issues. Mrs. Foutz asked if one or more board members could be on that committee. Alderman Fields stated he would like to be on the committee and Mayor Pro Tem Brown expressed interest depending on what days the committee meets. Both Mrs. Foutz and Mrs. Kirchmeier expanded on the need for incentives and educational opportunities for existing businesses. Mrs. Kirchmeier announced that the next meeting of the committee will be May 28, 2015 at 8:30 a.m. at the Tourism office.
12. Discuss an operator and associated contract for the Stagecoach wastewater treatment plant – Mrs. Foutz stated that she and Alderman Fields had been looking at several different options and going over

several different scenarios and numbers on the budget, which is currently at “bare bones”. The current budget is down to approximately \$36,000, with a licensed operator costing \$15,000 per year. The rates cannot be set to support the current expenses. The Village will have to operate the current plant with a deficit until the new plant can be built. A study with an Ordinance will be presented at a future BOA meeting. Our current operator is terminating his contract in June. This would not be a full time job, but rather the individual will have to be on call at all hours.

Mayor closed the Workshop Session at 8:46 p.m.

Mayor opened the Executive Session at 8:58 p.m.

Mayor closed the Executive Session at 10:02 p.m.

Motion was made by Alderman Coachman to re-open negotiations with the Sanctuary Development regarding a Waste Water Treatment Plant and a Public Improvement District (PID). Alderman McDougal seconded, and the motion passed (4-1) with Alderman Fields voting nay.

There being no further business, the meeting was adjourned at 10:06 p.m.

APPROVED:

SKIP BLANCETT, Mayor of the Village of Salado, Texas

ATTEST:

Kim Foutz, Village Administrator



**SPECIAL CALLED MEETING OF THE
SALADO BOARD OF ALDERMEN
MEETING MINUTES**

MUNICIPAL BUILDING - 301 NORTH STAGECOACH

BOARD OF ALDERMEN CHAMBERS

WEDNESDAY, April 29, 2015 6:00 P.M.

Members present: Mayor Skip Blancett, Mayor Pro Tem Fred Brown, Alderman Frank Coachman, Alderman Hans Fields, Alderman Michael McDougal, Alderman Amber Preston Dankert

Members Absent: None

Others Present: Kim Foutz, City Administrator

I. CALL TO ORDER – *Mayor Blancett called the meeting to order at 6:02 p.m., quorum present*

1. Invocation / Moment of Silence – Mayor Blancett led the invocation.
2. Pledge of Allegiance and Texas Pledge of Allegiance were recited

The Mayor opened the Executive Session at 6:03 p.m.

II. EXECUTIVE SESSION – *see Certified Agenda.*

3. Discuss the Sanctuary project as authorized by Texas Government Code § 551.087, Economic Development.

Mayor Blancett closed the Executive Session at 7:20 p.m.

III. REGULAR SESSION / ACTION ON EXECUTIVE SESSION ITEM

Mayor Blancett re-opened the Regular Meeting at 7:20 p.m.

4. Consider and take action on negotiations with the Sanctuary Development including, but not limited to, discussions regarding a wastewater treatment plant, Planned Development and Design Guidelines, incentives and financing.

Alderman Coachman made the following motion: "That through legal services and communication, the Village share our concerns of the current proposed agreement with the Sanctuary and request the Sanctuary gift the site of a minimum of 6 acres and the TPDES permit #WQ0014898001 to the Village and in turn the Village would contract with the Sanctuary to be the Developer of the wastewater treatment plant, Royal Street lines, and lift station." The motion was seconded by Aldermen McDougal. The motion passed 4 to 1 with Alderman Fields voting nay.

There being no further business, the meeting was adjourned at 7:25 p.m.

APPROVED: _____
SKIP BLANCETT, Mayor of the Village of Salado, Texas

ATTEST: _____
Kim Foutz, Village Administrator

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

05/07/15
Item #5
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Jack Hensley, Chief of Police

ITEM DESCRIPTION: Public Hearing – Hold a public hearing and consider adopting Ordinance 2015.06 creating a civil offense for a school bus stop arm violation involving a camera enforced school bus; providing defenses and presumptions; providing requirements, procedures, and fees relating to the administrative adjudication of a civil school bus stop arm violation; providing for an appeal to municipal court; providing powers, duties, and functions of the director, enforcement officers, and hearing officers; providing for the imposition, collection, and disposition of civil fines, penalties, and costs for a civil school bus stop arm violation; providing for a civil fine of \$300.00

STAFF RECOMMENDATION: Staff recommends approval of the ordinance.

ITEM SUMMARY AND ANALYSIS: On 4-23-2015 the Board of Aldermen passed Resolution R-2015-113 and an Interlocal Cooperation Agreement between the Village of Salado and Dallas County Schools d/b/a Texserve to enforce and administer the automated school bus stop arm enforcement program.

This ordinance will create a civil penalty as set out in the Transportation Code 542.202 which allows a municipality to provide for civil enforcement of certain traffic regulations within its jurisdiction.

This ordinance sets forth the offense, defenses and presumptions, fees relating to the administrative adjudication, provides for an appeal to municipal court, and provides for the imposition, collection, and disposition of civil fines.

This ordinance was posted for public hearing on April 30, 2015.

FISCAL IMPACT: The Village and Salado Independent School District will each receive 12.5% of all fines collected.

ATTACHMENTS:
Ordinance 2015.06

**Ordinance No. 2015.06
Village of Salado
County of Bell
State of Texas
May 7, 2015**

AN ORDINANCE

CREATING A CIVIL OFFENSE FOR A SCHOOL BUS STOP ARM VIOLATION INVOLVING A CAMERA ENFORCED SCHOOL BUS; PROVIDING DEFENSES AND PRESUMPTIONS; PROVIDING REQUIREMENTS, PROCEDURES, AND FEES RELATING TO THE ADMINISTRATIVE ADJUDICATION OF A CIVIL SCHOOL BUS STOP ARM VIOLATION; PROVIDING FOR AN APPEAL TO MUNICIPAL COURT; PROVIDING POWERS, DUTIES, AND FUNCTIONS OF THE DIRECTOR, ENFORCEMENT OFFICERS, AND HEARING OFFICERS; PROVIDING FOR THE IMPOSITION, COLLECTION, AND DISPOSITION OF CIVIL FINES, PENALTIES, AND COSTS FOR A CIVIL SCHOOL BUS STOP ARM VIOLATION; PROVIDING FOR A CIVIL FINE OF \$300.00; AND PROVIDING A SEVERABILITY CLAUSE.

*** * * * ***

WHEREAS, Section 545.066 of the Texas Transportation Code creates a criminal offense for passing a stopped school bus that is operating certain visual signals required by Section 547.701 of the Texas Transportation Code (including red flashing lights and extended stop arms) while loading and unloading students; and

WHEREAS, studies have shown that frequently, motor vehicles unlawfully pass stopped school buses that are operating visual signals while loading and unloading students; and

WHEREAS, the Village Board of Aldermen finds that unlawfully passing a stopped school bus while operating a moving motor vehicle is a traffic hazard, a danger to the public and creates a particular danger or probability of danger in the Village of Salado; and

WHEREAS, the Board of Aldermen believes that creating a civil penalty for unlawfully passing a stopped school buses would further and protect the public health, safety, and welfare; and

WHEREAS, the Board of Aldermen wishes to establish such a program pursuant to its authority and the authority granted under Section 542.202 of the Texas Transportation Code, which allows a Village to provide for civil enforcement of certain traffic regulations within its jurisdiction and in the reasonable exercise of its police power;

NOW THEREFORE:

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO:

That ordinance 2015.06 of the Village Code ordinance of Salado, Texas, shall read as follows:

1. DEFINITIONS

- A. ADMINISTRATOR means the governmental entity designated by the Village Board of Aldermen to administer and enforce the Ordinance.
- B. AUTOMATED STUDENT SAFETY/SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM means the installation of Photographic Student Safety/School Bus Stop Arm Enforcement Systems on School Buses operated within the city for the purpose of reducing Student Safety/School Bus Stop Arm Violations and injuries to students citywide.
- C. CAMERA-ENFORCED SCHOOL BUS means a School Bus equipped with a Photographic Student Safety/School Bus Stop Arm Enforcement System.
- D. DATE OF ISSUANCE means the date that Notice of Violation is approved and mailed by a Law Enforcement Officer in accordance with this article.
- E. DEPARTMENT means the department or departments of the village designated to enforce and administer this article, or the Department's designated representative.
- F. DIRECTOR means the Director of the Department or the Director's authorized representative.
- G. HEARING OFFICER means an individual designated by the Director to administratively adjudicate all Student Safety/School Bus Stop Arm Violations for which a Notice of Violation has been issued.
- H. LAW ENFORCEMENT OFFICER means an individual licensed as a Law Enforcement Officer by the Texas Commission on Law Enforcement, including a peace officer, as defined under Article 2.12, Texas Statutes, Code of Criminal Procedure.
- I. MAIL DATE means the date that a Notice of Violation is mailed in accordance with this article.
- J. PHOTOGRAPHIC STUDENT SAFETY/SCHOOL BUS STOP ARM ENFORCEMENT SYSTEM means a system that:

- i. consists of cameras installed on the exterior of a School Bus that work in conjunction with an automatic stop arm on the School Bus, which stop arm, along with flashing warning lights and other equipment required by Section 547.701(c) of the Texas Transportation Code, as amended, warns drivers that the School Bus is stopped for the purpose of loading or unloading students; and
 - ii. is capable of producing a recorded image depicting the license plate attached to the front or the rear of a motor vehicle that passes the School Bus in violation of the Ordinance.
- K. RECORDED IMAGE means a photographic or digital image recorded by a Photographic Student Safety/School Bus Stop Arm Enforcement System that depicts the front or the rear of a motor vehicle.
- L. SCHOOL BUS has the meaning given that term in Section 541.201 of the Texas Transportation Code, as amended.
- M. STUDENT SAFETY/SCHOOL BUS STOP ARM NOTICE OF VIOLATION means a notice of a School Bus Stop-Arm Violation issued under the Ordinance (“NOTICE OF VIOLATION”).
- N. STUDENT SAFETY/SCHOOL BUS STOP ARM VIOLATION means a violation of the Ordinance.
- O. VEHICLE OWNER means:
 - i. the owner of a motor vehicle as shown on the motor vehicle registration records of the Texas Department of Transportation or the analogous department or agency of another state or country;
 - ii. the person named under Section 6 of these Procedures as the lessee of the motor vehicle at the time of a Student Safety/School Bus Stop Arm Violation; or
 - iii. the person named under Section 6 of these Procedures as holding legal title to the motor vehicle at the time of a Student Safety/School Bus Stop Arm Violation.
- 2. STUDENT SAFETY/SCHOOL BUS STOP ARM VIOLATIONS AS CIVIL OFFENSES
 - A. The owner of a motor vehicle that is operated in violation of Section 545.066 of the Texas Transportation Code, as amended, by passing a stopped school bus displaying the visual signals required by Section 547.701(c) of the Texas Transportation Code, as amended, commits a civil offense and is liable for a civil fine per violation.

B. The Board of Aldermen may contract with another local government(s) in accordance with Chapter 791 of the Texas Government Code to enforce and administer this section (“Administrator”). The Village or Administrator shall implement and enforce this section and may establish such rules or regulations, not inconsistent with this section, as are necessary to effect this section.

3. STUDENT SAFETY/SCHOOL BUS STOP ARM VIOLATIONS AS CIVIL OFFENSES; DEFENSES; PRESUMPTIONS

A. The Ordinance provides that the owner of a motor vehicle that is operated in violation of Section 545.066 of the Texas Transportation Code, as amended, by passing a stopped Camera-Enforced School Bus displaying the visual signals required by Section 547.701(c) of the Texas Transportation Code, as amended, commits a civil offense and is liable for a civil fine assessed under Section 2 of the Ordinance.

B. It is a defense to a charge of a Student Safety/School Bus Stop Arm Violation under this section:

- i. the School Bus was not operating the visual signals required by Section 547.701(c) of the Texas Transportation Code, as amended;
- ii. the operator of the motor vehicle was acting in compliance with the lawful order or direction of a Law Enforcement Officer;
- iii. the operator of the motor vehicle was in the process of passing the School Bus before the School Bus operated a visual signal described by Section 547.701(c) of the Texas Transportation Code, as amended;
- iv. the operator of the motor vehicle passed the stopped School Bus so as to yield the right of way to an immediately approaching authorized emergency vehicle;
- v. the motor vehicle was being operated as an authorized emergency vehicle under Chapter 546 of the Texas Transportation Code, as amended, and the operator was acting in compliance with that chapter;
- vi. the motor vehicle was a stolen vehicle being operated by a person other than the vehicle’s owner without the consent of the Vehicle Owner and proof is submitted to the Hearing Officer that the theft of the motor vehicle had been timely reported to the appropriate law enforcement agency;
- vii. the license plate depicted in the recorded image of the Student Safety/School Bus Stop Arm Violation was a stolen plate being displayed on a motor vehicle other than the motor vehicle for which the plate had been issued and proof is submitted to the Hearing Officer that the theft of

the license plate had been timely reported to the appropriate law enforcement agency; or

viii. the presence of ice, snow, unusual amounts of rain, or other unusually hazardous road conditions existed that would have made compliance with this section more dangerous under the circumstances than non-compliance.

C. It is presumed that the registered owner of the vehicle depicted in the recorded image of a Student Safety/School Bus Stop Arm Violation for which a Notice of Violation is issued is the Vehicle Owner who committed the Student Safety/School Bus Stop Arm Violation. Proof of ownership may be made by a computer-generated record of the registration of the vehicle with the Texas Department of Transportation showing the name of the Vehicle Owner to whom state license plates were issued. This proof is prima facie evidence of the ownership of the vehicle by the Vehicle Owner to whom the certificate of registration was issued.

D. A Vehicle Owner who is in the business of selling, renting, or leasing vehicles will not be liable for the civil Student Safety/School Bus Stop Arm Enforcement Program fines, penalties, and costs imposed by the village on a vehicle for sale or a rented or leased vehicle if the Vehicle Owner presents evidence establishing that the vehicle depicted in the recorded image was at the time of the alleged violation being rented, leased, or test driven by another person. Evidence sufficient to establish that the vehicle was being rented, leased, or test driven includes:

i. the true name, address, and driver's license number and state of issuance of the person renting, leasing, or test driving the vehicle at the time the recorded image of the Student Safety/School Bus Stop Arm Violation was taken; or

ii. a true copy of the lease or rental agreement in effect at the time the recorded image of the Student Safety/School Bus Stop Arm Violation was taken.

E. Evidence presented under Subsection (d) of this section must be presented through oral testimony or by affidavit under penalty of perjury. Evidence through oral testimony must be presented at the administrative adjudication hearing. Evidence by affidavit under penalty of perjury may be presented by mail.

F. If the owner of a vehicle presents evidence under Subsections (d) and (e) of this section establishing that the vehicle depicted in the recorded image was being rented, leased, or test driven at the time of the violation, the Vehicle Owner may not be held liable for civil Student Safety/School Bus Stop Arm Enforcement Program fines, penalties, and costs, and the Law Enforcement Officer shall send the Notice of Violation to the test driver or lessee who is presumed to have committed the Student Safety/School Bus Stop Arm Violation. An owner of a

vehicle who fails to comply with Subsections (d) or (e) of this section will be treated as any other Vehicle Owner and will be liable for the Student Safety/School Bus Stop Arm Violation.

- G. If, at the time the recorded image of the Student Safety/School Bus Stop Arm Violation was taken, the vehicle depicted in the recorded image was owned by a person in the business of renting or leasing motor vehicles and the vehicle was being rented or leased to an individual, the Vehicle Owner shall, within 30 calendar days after the date the Notice of Violation is received, provide to the Administrator the name and address of the individual who was renting or leasing the motor vehicle depicted in the recorded image and a statement of the period during which that individual was renting or leasing the vehicle. This information must be provided regardless of whether the Vehicle Owner provides evidence under Subsections (d) and (e) of this section that the vehicle was being rented, leased, or test driven at the time of the Student Safety/School Bus Stop Arm Violation.
- H. A registered Vehicle Owner named in the Notice of Violation who did not hold legal title to the motor vehicle at the time of a Student Safety/School Bus Stop Arm Violation will not be liable for the civil Student Safety/School Bus Stop Arm Enforcement Program fines, penalties, and costs imposed by the city on that vehicle if the registered Vehicle Owner presents evidence establishing that another Vehicle Owner held legal title to the vehicle at the time the recorded image of the Student Safety/School Bus Stop Arm Violation was taken. Evidence sufficient to establish that the vehicle was owned by another Vehicle Owner at the time of the Student Safety/School Bus Stop Arm Violation includes:
 - i. the true name, address, and driver's license number and state of issuance of the Vehicle Owner who held legal title to the vehicle at the time the recorded image of the Student Safety/School Bus Stop Arm Violation was taken; or
 - ii. a true copy of any purchase or sale documentation (including proof of transfer of title) showing the name of the Vehicle Owner who held title to the vehicle at the time the recorded image of the Student Safety/School Bus Stop Arm Violation was taken (that Vehicle Owner's address must also be provided if not contained in the documentation).
- I. Evidence presented under Subsection (h) of this section must be presented through oral testimony or by affidavit under penalty of perjury. Evidence through oral testimony must be presented at the administrative adjudication hearing. Evidence by affidavit under penalty of perjury may be presented by mail.
- J. If the registered Vehicle Owner named in the Notice of Violation complies with Subsections (h) and (i) of this section, the registered Vehicle Owner may not be held liable for civil School Bus Stop Arm Enforcement Program fines, penalties, and costs, and Law Enforcement Officer shall send the Notice of Violation to the

Vehicle Owner who held legal title to the vehicle at the time the recorded image of the Student Safety/School Bus Stop Arm Violation was taken. A registered Vehicle Owner named in the Notice of Violation who fails to comply with Subsections (h) and (i) of this section will be treated as any other Vehicle Owner and will be liable for the Student Safety/School Bus Stop Arm Violation.

4. Fines, Costs and Fees

That the following schedule of cumulative fines, costs and fees are adopted and shall be assessed:

FINES, COSTS AND FEES	
STUDENT SAFETY/SCHOOL BUS STOP ARM VIOLATION FINE	\$300.00
30 DAY LATE PAYMENT PENALTY	\$50.00
60 DAY LATE PAYMENT PENALTY	\$100.00
NON-SUFFICIENT FUNDS – RETURNED CHECK FEE	\$35.00
FAILURE TO APPEAR PENALTY	\$50.00
ADMINISTRATIVE ADJUDICATION HEARING FILING FEE	\$25.00
MUNICIPAL OR JP COURT APPEAL HEARING FILING FEE	\$20.00
HEARING RESCHEDULING FEE	\$20.00

* Delinquent accounts over 60 days past due may be turned over to a collection agency and may be charged a collection charge in an amount of 30% of the total amount due.

5. That the attached “Procedures for Administration of the Village of Salado Student Safety/School Bus Stop Arm Ordinance” shall take effect and remain in effect unless and until revised by the Village or Administrator.
6. That the remainder of the Village Code of Salado, Texas will remain in full force and effect, save and except as amended by this Ordinance.
7. Should any article, section, part, paragraph, sentence, phrase, clause, or word of this Ordinance, for any reason, be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

PROCEDURES FOR ADMINISTRATION OF THE CITY OF SALADO

STUDENT SAFETY/SCHOOL BUS STOP ARM ORDINANCE

The following procedures (“Procedures”) for the administration of the Student Safety/School Bus Stop Arm ordinance (“Ordinance”), codified as Section 2015.06 of the Village Code of the Village of Salado, provide for the enforcement of the Ordinance through a photographic Student Safety/School Bus Stop Arm Enforcement Program as defined below.

1. LAW ENFORCEMENT OFFICERS – POWERS, DUTIES, AND FUNCTIONS

- A. The Administrator shall appoint Law Enforcement Officers to issue Notice of Violations.
- B. A Law Enforcement Officer shall have the following powers, duties, and functions:
 - i. To review recorded images from the Photographic Student Safety/School Bus Stop Arm Enforcement System to determine whether a Student Safety/School Bus Stop Arm Violation has occurred.
 - ii. To order a Notice of Violation to be issued based on evidence from the recorded images.
 - iii. To void recorded images due to lack of evidence or due to knowledge that a defense described in Section 4 of these Procedures applies.

2. HEARING OFFICERS – POWERS, DUTIES, AND FUNCTIONS

- A. The Director shall designate Hearing Officers to administratively adjudicate all Student Safety/School Bus Stop Arm Violations for which a Notice of Violation has been issued.
- B. A Hearing Officer shall have the following powers, duties, and functions:
 - i. To administer oaths.
 - ii. To accept admissions to, and to hear and determine contests of, Student Safety/School Bus Stop Arm Violations under this article.
 - iii. To issue orders compelling the attendance of witnesses and the production of documents, which orders may be enforced by a municipal court.
 - iv. To assess civil fines, penalties, and other costs for a Student Safety/School Bus Stop Arm Violation as outlined in these Procedures.
 - v. To waive penalties assessed for a Student Safety/School Bus Stop Arm Violation in accordance with these Procedures.

3. STUDENT SAFETY/SCHOOL BUS STOP ARM NOTICE OF VIOLATION; FORM

- A. A Notice of Violation serves as the summons and complaint for purposes of the Procedures.
- B. The Notice of Violation must be on a form prescribed by the Administrator and must include the following information:
 - i. The name and address of the owner of the vehicle involved in the violation.
 - ii. A description of the violation alleged.
 - iii. The date and time of the violation and the location of the School Bus where the violation occurred.
 - iv. The Notice of Violation issuance date.
 - v. The registration number displayed on the license plate of the vehicle involved in the violation.
 - vi. A copy of a recorded image of the violation that includes a depiction of the registration number displayed on the license plate of the vehicle involved in the violation.
 - vii. The amount of the civil fine to be imposed for the violation.
 - viii. The date by which the civil fine must be paid or the request for an administrative adjudication hearing must be made.
 - ix. A statement that, in lieu of requesting an administrative adjudication hearing, the Vehicle Owner named in the Notice of Violation may pay the civil fine in person or by mail at an address designated on the Notice of Violation.
 - x. A notification that the Vehicle Owner has the right to contest the imposition of the civil fine in an administrative adjudication hearing by submitting a written request for an administrative adjudication hearing within 30 calendar days after the date the Notice of Violation is issued.
 - xi. A notification that any request by the Vehicle Owner to have the Law Enforcement Officer who issued the Notice of Violation, present at the hearing must be made in writing as part of the written request for an administrative adjudication hearing and that failure to timely make this request constitutes a waiver of the Vehicle Owner's right to require the presence of the Law Enforcement Officer at the hearing.

- xii. A notification that failure to pay the civil fine or to timely request an administrative adjudication hearing is considered an admission of liability for the Student Safety/School Bus Stop Arm Violation, is a waiver of the Vehicle Owner's right to appeal the imposition of the civil fine, and will result in the assessment of appropriate civil fines, penalties, and costs.
 - xiii. A statement that the Vehicle Owner will incur a late payment penalty if the Vehicle Owner fails to pay the civil fine or request an administrative adjudication hearing within 30 calendar days after the Date of Issuance of the Notice of Violation.
 - xiv. A statement that the Vehicle Owner will incur a late payment penalty and 30% collection fee if the Vehicle Owner fails to pay the civil fine within 30 calendar days after the Date of Issuance of the Notice of Violation.
 - xv. A notification that an arrest warrant may not be issued for failure to timely pay the civil fines, penalties, and costs and that the imposition of the civil penalty may not be recorded on the Vehicle Owner's driving record.
- C. The original or any copy of a Notice of Violation is a record kept in the ordinary course of city business and is prima facie evidence of the facts contained in the Notice of Violation.

4. SERVICE OF A STUDENT SAFETY/SCHOOL BUS STOP ARM NOTICE OF VIOLATION

- A. In order to impose a civil fine under these Procedures, the Law Enforcement Officer shall mail a Notice of Violation to the owner of the motor vehicle involved in the Student Safety/School Bus Stop Arm Violation within 30 calendar days after the date the violation is alleged to have occurred. The Notice of Violation must be mailed, by United States mail, to:
- i. the Vehicle Owner's address as shown on the registration records of the Texas Department of Transportation;
 - ii. if the vehicle is registered in another state or country, the Vehicle Owner's address as shown on the motor vehicle registration records of the department or agency of the other state or country analogous to the Texas Department of Transportation;
 - iii. if the Vehicle Owner presents evidence or information that the vehicle was being rented, leased, or test driven at the time of the Student Safety/School Bus Stop Arm Violation, the address provided by the seller or lessor; or
 - iv. if the registered Vehicle Owner presents evidence that another person had legal title to the vehicle at the time of the Student Safety/School Bus Stop Arm Violation, the address provided.

5. ANSWERING A STUDENT SAFETY/SCHOOL BUS STOP ARM NOTICE OF VIOLATION

- A. A Vehicle Owner who has been issued a Notice of Violation shall, either personally or through a representative, answer to the charge of the Student Safety/School Bus Stop Arm Violation by the date shown on the Notice of Violation, which date may not be earlier than the 30th day after the Mail Date of the Notice of Violation issued. An answer may be made in any of the following ways:
- i. An admission of liability with a payment of the applicable civil fine, and any additional penalties and costs.
 - ii. A written request to schedule an administrative adjudication hearing, along with a filing fee, as assessed under Section 2 of the Ordinance, to either deny liability or admit liability with an explanation before a Hearing Officer.
 - iii. A denial of liability accompanied by an affidavit under penalty of perjury presenting evidence that the vehicle depicted in the recorded image was at the time of the Student Safety/School Bus Stop Arm Violation being rented, leased, or test driven.
 - iv. A denial of liability accompanied by an affidavit under penalty of perjury presenting evidence that the person named in the Notice of Violation was not the owner of the vehicle depicted in the recorded image at the time of the violation.
 - v. A written request, along with a filing fee assessed under Section 2 of the Ordinance, for permission from a Hearing Officer to adjudicate by mail.
- B. Payment of the civil fine and any additional penalties and costs may be made in person or by mailing Notice of Violation to the address shown on the Notice of Violation, accompanied by payment of the amount shown on the Notice of Violation. Payment by mail may be made only by credit card, money order or check. Payment of the civil fine and all penalties and costs assessed under this article operates as a final disposition of the Student Safety/School Bus Stop Arm Violation charge, except when payment is made to reset a scheduled hearing as assessed under Section 15.

6. ADJUDICATION BY MAIL

- A. If a Vehicle Owner charged with a Student Safety/School Bus Stop Arm Violation shows good cause for not attending a hearing, either personally or through a representative, the Hearing Officer may permit the matter to be adjudicated by mail, which adjudication must be completed within 90 calendar days after the Mail Date of the Notice of Violation.

- B. Letters, memoranda, affidavits, photographs, and other documentary materials will be admissible as evidence for the purposes of adjudication by mail. The Hearing Officer may exclude from consideration any material that is not relevant to the adjudication of the alleged violation.
- C. Failure of the Vehicle Owner to proceed with an adjudication by mail after requesting and receiving permission to adjudicate by mail is an admission of liability for the Student Safety/School Bus Stop Arm Violation and will subject the Vehicle Owner to the appropriate civil fines, penalties, and costs assessed by the Hearing Officer.
- D. If a Hearing Officer determines that adjudication cannot proceed by mail, the Hearing Officer shall advise the Vehicle Owner by first class mail that the Vehicle Owner must appear to answer the charge at a hearing.

7. HEARINGS FOR DISPOSITION OF A STUDENT SAFETY/SCHOOL BUS STOP ARM NOTICE OF VIOLATION; NOTICE OF VIOLATION AND PHOTOGRAPHIC RECORDED IMAGES AS PRIMA FACIE EVIDENCE

- A. Every hearing for the adjudication of a Student Safety/School Bus Stop Arm Violation under this article must be scheduled for a hearing date held before a Hearing Officer not later than the 30th day after the Administrator receives written request for an administrative adjudication hearing. The Administrator shall notify, by mail, the Vehicle Owner requesting a hearing of the date, time, and location of the hearing.
- B. A Vehicle Owner may make a written request to reset a scheduled administrative adjudication hearing. A scheduled administrative adjudication hearing may not be reset more than once unless the Vehicle Owner pays an amount equal to the applicable civil fine for the Student Safety/School Bus Stop Arm Violation, with any additional penalties and costs. A receipt shall be issued for any amounts paid under this subsection. After presentation of the receipt, all amounts paid will be refunded to the Vehicle Owner if the Hearing Officer, or a municipal court on appeal, finds that the Vehicle Owner is not liable for the Student Safety/School Bus Stop Arm Violation.
- C. At a hearing, the Notice of Violation and the recorded image produced by the Photographic Student Safety/School Bus Stop Arm Enforcement System are prima facie proof of the Student Safety/School Bus Stop Arm Violation, and the Law Enforcement Officer who issued the Notice of Violation is not required to be present unless requested by the Vehicle Owner charged or by the Hearing Officer. A Vehicle Owner's request to have the Law Enforcement Officer, who issued the Notice of Violation, present at the hearing must be in writing as part of the Vehicle Owner's request for an administrative adjudication hearing.
- D. At a hearing, the Hearing Officer shall hear and consider evidence presented by the Administrator and by the Vehicle Owner. The formal rules of evidence do not

apply to a hearing under this article, and the Hearing Officer shall make a decision based upon a preponderance of the evidence presented at the hearing, after giving due weight to all presumptions and prima facie evidence established by this article or other applicable law.

- E. At a hearing, the reliability of the Photographic Student Safety/School Bus Stop Arm Enforcement System used to produce the recorded image of the Student Safety/School Bus Stop Arm Violation may be attested to by affidavit of the Administrator, officer or employee of the city, or of the entity with which the city contracts to install or operate the system, who is responsible for inspecting and maintaining the system. An affidavit of the Administrator, officer or employee of the city that alleges a Student Safety/School Bus Stop Arm Violation based on an inspection of the pertinent recorded image is admissible in a proceeding under this article, is evidence of the facts contained in the affidavit, and is prima facie evidence of the violation alleged in the Notice of Violation.
- F. At the conclusion of the hearing, the Hearing Officer shall immediately render an order or decision, either by:
 - i. finding the Vehicle Owner liable for the Student Safety/School Bus Stop Arm Violation, assessing the applicable civil fine and any penalties and other costs in accordance with this article, and notifying the Vehicle Owner of the right to appeal to municipal court; or
 - ii. finding the Vehicle Owner not liable for the Student Safety/School Bus Stop Arm Violation.
- G. An order of a Hearing Officer must be in writing, signed, and dated by the Hearing Officer and filed with the Administrator in a separate index and file. The order may be recorded using computer printouts, microfilm, microfiche, or similar data processing techniques.

8. FAILURE TO ANSWER A STUDENT SAFETY/SCHOOL BUS STOP ARM NOTICE OF VIOLATION OR APPEAR AT A HEARING

- A. The failure of a Vehicle Owner charged with a Student Safety/School Bus Stop Arm Violation to answer to the charge within 30 calendar days after the Mail Date or to appear at any hearing, including a hearing on appeal, when required to appear is an admission of liability for the Student Safety/School Bus Stop Arm Violation, and the Hearing Officer, or the municipal court in the case of an appeal, shall issue an order of liability and assess against the Vehicle Owner the appropriate civil fines, penalties, and other costs.
- B. Within seven calendar days after filing an order of liability issued under these Procedures, a Hearing Officer or the entity with which the city contracts, shall mail notice to the Vehicle Owner of the order. The notice must be sent by United States mail to the address required for service of a Notice of Violation or to the

address of the Vehicle Owner last known to the Hearing Officer. The notice must include a statement of:

- i. the amount of the civil fines, penalties, and costs assessed; and
- ii. the right to appeal to municipal court.

C. Regardless of any other provision of this article, a Vehicle Owner who receives a Notice of Violation and who fails to timely pay the civil fine or fails to timely request an administrative adjudication hearing is still entitled to an administrative adjudication hearing if:

- i. the Vehicle Owner submits to the Hearing Officer a written request for a hearing, accompanied by an affidavit and filing fee assessed under Section 2 of the Ordinance, that attests to the date on which the Vehicle Owner received the Notice of Violation; and
- ii. the written request, filing fee assessed under Section 2 of the Ordinance, and affidavit are submitted to the Hearing Officer within 30 calendar days after the date the Vehicle Owner received the Notice of Violation.

9. CIVIL FINES FOR STUDENT SAFETY/SCHOOL BUS STOP ARM VIOLATIONS; PENALTIES AND OTHER COSTS

A. If a civil fine is assessed, it must be in accordance with this section. A fine may not be waived or modified by a Hearing Officer, or by a municipal court on appeal, when a Vehicle Owner is found liable for a Student Safety/School Bus Stop Arm Violation, except that additional penalties and other costs may be added in accordance with this section.

B. The owner of a motor vehicle liable for a Student Safety/School Bus Stop Arm Violation shall pay a civil fine for each violation, as assessed under Section 2 of the Ordinance.

C. An additional late payment penalty will apply for each of the following occurrences, as assessed under Section 2 of the Ordinance, if the Vehicle Owner fails to:

- i. answer a Notice of Violation in accordance with these Procedures;
- ii. appear at a hearing scheduled to adjudicate the Student Safety/School Bus Stop Arm Violation charge; or
- iii. after being found liable, pay all civil fines, penalties, fees, and costs assessed for a Student Safety/School Bus Stop Arm Violation within the time designated by the Hearing Officer, or by the municipal court on appeal.

- D. The owner of a motor vehicle liable for a Student Safety/School Bus Stop Arm Violation shall pay a late fee assessed under Section 2 of the Ordinance for a Student Safety/School Bus Stop Arm Violation(s) if the Vehicle Owner fails to pay all civil fines, penalties, filing fees and court costs within 60 days after the time designated by the Notice of Violation(s) or by the Hearing Officer or municipal court on appeal.
- E. A penalty assessed under Subsection (c) of this section may be waived by a Hearing Officer, or by a municipal court on appeal, if the Vehicle Owner can establish that:
 - i. through no fault of the Vehicle Owner:
 - a. no Notice of Violation was received as required by these Procedures;
 - b. no notice of the hearing officer's order was received as required by these Procedures; or
 - c. payment of the civil fine assessed for the Notice of Violation was not posted in a timely manner; or
 - ii. the penalty was assessed in error.

10. APPEAL FROM HEARING

- A. A Vehicle Owner determined by a Hearing Officer at an administrative adjudication hearing to be liable for a Student Safety/School Bus Stop Arm Violation may appeal this determination to the municipal court by filing an appeal petition, along with a filing fee, as assessed under Section 2 of the Ordinance, with the municipal court clerk or a deputy clerk before the 31st calendar day after the date the Hearing Officer's order is entered. If the Hearing Officer's order is reversed, the filing fee will be returned to the appellant.
- B. Upon receipt of an appeal petition, the municipal court clerk or deputy clerk shall schedule an appeal hearing and notify all parties of the date, time, and location of the hearing. The Law Enforcement Officer who issued the Notice of Violation is not required to be present at the appeal hearing unless requested by the Vehicle Owner charged or by the Hearing Officer. A Vehicle Owner's request to have the Law Enforcement Officer, who issued the Notice of Violation, present at the appeal hearing must be in writing and included in the Vehicle Owner's request for an appeal to municipal court.
- C. The appeal hearing must be a trial de novo in municipal court and is a civil proceeding. The decision of the municipal court is final.
- D. Service of notice of appeal under this section stays the enforcement and collection of any civil fines, penalties, and costs ordered by the Hearing Officer. An appeal

petition must be accompanied by a notarized statement in which the Vehicle Owner agrees to pay all civil fines, penalties, and costs ordered by the Hearing Officer, if the Vehicle Owner is still found liable by the municipal court upon appeal.

- E. At an appeal hearing, the Notice of Violation and the recorded image produced by the Photographic Student Safety/School Bus Stop Arm Enforcement System are prima facie proof of the Student Safety/School Bus Stop Arm Violation, and the Law Enforcement Officer who issued the Notice of Violation is not required to be present unless requested by the Vehicle Owner.
- F. At an appeal hearing, the reliability of the Photographic Student Safety/School Bus Stop Arm Enforcement System used to produce the recorded image of the Student Safety/School Bus Stop Arm Violation may be attested to by affidavit of the Administrator, an officer or employee of the city, or of the entity with which the city contracts to install or operate the system, who is responsible for inspecting and maintaining the system. An affidavit of the Administrator, an officer or employee of the city that alleges a Student Safety/School Bus Stop Arm Violation based on an inspection of the pertinent recorded image is admissible in a proceeding under this article, is evidence of the facts contained in the affidavit, and is prima facie evidence of the violation alleged in the Notice of Violation.

11. EFFECT OF LIABILITY; EXCLUSION OF CIVIL REMEDY; ENFORCEMENT

- A. The imposition of a civil fine under the Ordinance is not a conviction or criminal offense and may not be considered a conviction or criminal offense for any purpose. Failure to timely pay a civil fine may not result in an arrest warrant being issued for the Vehicle Owner and may not be recorded on the Vehicle Owner's driving record.
- B. A civil fine may not be imposed on the owner of a motor vehicle if the operator of the vehicle was arrested or was issued a criminal citation by a Law Enforcement Officer under Section 545.066 of the Texas Transportation Code, as amended, for the Student Safety/School Bus Stop Arm Violation recorded by the Photographic Student Safety/School Bus Stop Arm Enforcement System.
- C. The Village attorney and Administrator are authorized to file suit or take other action to collect any civil fines, penalties, late fees and costs assessed under Section 2 of the Ordinance and these Procedures.

12. DISPOSITION OF CIVIL FINES, PENALTIES, AND COSTS ASSESSED FOR STUDENT SAFETY/SCHOOL BUS STOP ARM VIOLATIONS

Civil fines, penalties, and costs assessed under this article must be used to fund the Automated Student Safety/School Bus Stop Arm Enforcement Program, other programs designed to further student safety, or other traffic safety projects and improvements.

BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

05/07/14
Item #6
Regular Agenda
Page 1 of 1

DEPT./DIVISION SUBMISSION & REVIEW:

Kim Foutz, City Administrator

ITEM DESCRIPTION: Presentation, discussion, and possible action on an alternative site plan for Hidden Glen Senior Living Community

STAFF RECOMMENDATION: Staff has reviewed the proposed site plan and does not believe that it is consistent with the provisions and attachments of the Chapter 380 Agreement passed by the Board of Aldermen.

ITEM SUMMARY: JES Development submitted an application for tax credits through the Texas Department of Housing and Community Affairs in early 2014. In February 2014, the Board of Alderman passed a resolution in support of this project. As per the TDHCA program requirements, the resolution included a financial commitment for \$13,950 with \$930 annual payments for 15 years.

The BOA resolution indicated that financial support would be accomplished through tax abatement. Tax abatement is typically accomplished with a declining scale of abatement as opposed to regular annual payments. Therefore, the Board of Alderman passed a Chapter 380 Grant Agreement to accomplish the financial contributions on December 11, 2014.

The developer is now proceeding with the development review process which includes platting, building plan review, and site plan review. The Minor Plat has been processed and approved. Building plans are also currently under review by Bureau Veritas.

The grant agreement included a proposed site plan. However, the developer has now submitted an alternative site plan that is not congruent with the terms of the Chapter 380 Agreement. Therefore, staff believes that it is appropriate to bring the site plan forward for BOA consideration in conformance with the zoning ordinance process. If approved, the developer will need to resubmit a drainage report as well as their wastewater plan to the County.

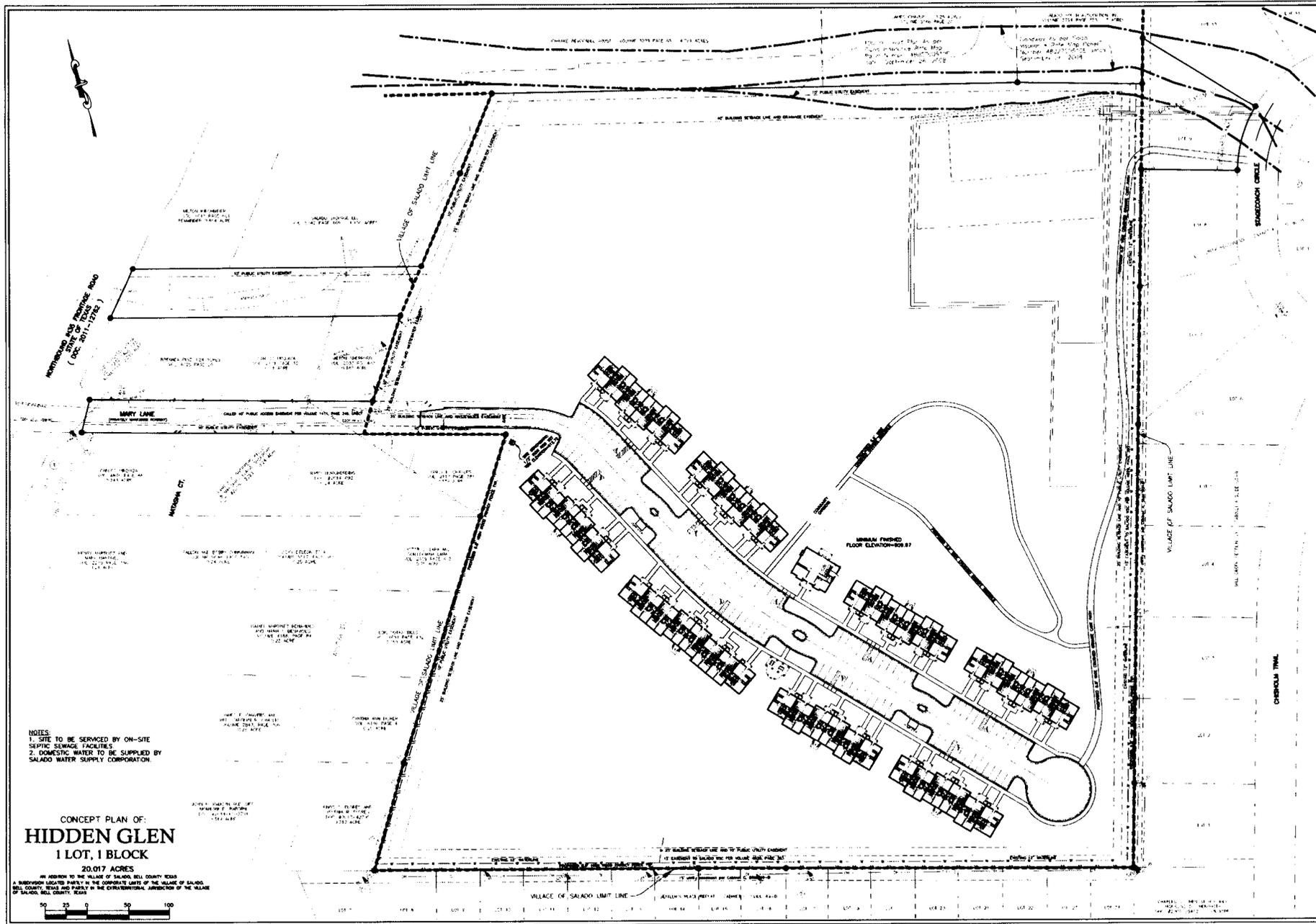
NOTE: Before issuance of a building permit, Hidden Glen will need to pay park fees or dedicate parkland.

FISCAL IMPACT: n/a

ATTACHMENTS:

Proposed Revised Site Plan
Original Site Plan in Chapter 380 Agreement
Powerpoint presented at December Board of Aldermen meeting
Original Chapter 380 Grant Agreement and exhibits

Proposed



NOTES:
 1. SITE TO BE SERVICED BY ON-SITE SEPTIC SEWAGE FACILITIES.
 2. DOMESTIC WATER TO BE SUPPLIED BY SALADO WATER SUPPLY CORPORATION.

CONCEPT PLAN OF:
HIDDEN GLEN
 1 LOT, 1 BLOCK
 20.017 ACRES

AN ADDITION TO THE VILLAGE OF SALADO, BELL COUNTY TEXAS
 A RESUBDIVISION OF THE VILLAGE OF SALADO, BELL COUNTY TEXAS, AND PART OF THE CORPORATE LIMITS OF THE VILLAGE OF SALADO, BELL COUNTY TEXAS, AND PART OF THE CORPORATE JURISDICTION OF THE VILLAGE OF SALADO, BELL COUNTY TEXAS.



TURLEY ASSOCIATES, INC.
 ENGINEERING • PLANNING • SURVEYING
 CONSTRUCTION MANAGEMENT
 301 N. 343 ST.
 TEMPLE, TEXAS
 E-MAIL: VOTURLEY@AOL.COM
 (254) 773-3400
 (254) 773-3998

FOR REVIEW ONLY

CONCEPT PLAN OF:
Hidden Glen
 YOUNG BELL COUNTY, TEXAS
 PREPARED FOR:
SALADO SENIOR HOUSING, L.P.
 206 PEACH WAY, COLUMBIA, MISSOURI 65203
 (314) 443-2021

REVISIONS

DATE: 01-21-17
 DRN. BY: MFA/JR
 REF:
 FIELD BOOK: DAVIS CO
 JOB NO.: 14173
 SHEET: 1 OF 1
 COMPUTER FILE: 14173.DWG

11930-D
 DRAWING NUMBER



- Screening Fence**
Southern Run Extends to Parc
Corner, Northern Run As Sho
(725sf Total)
- Entry Gate**
Single Auto Gate & Call Box
- Solid Sod**
Bermuda or Drought Toleran
Alternate , 5' B.O.C, 10' Offse
Behind Buildings, Between
Buildings As Shown
(48,525sf Total, 108 Pallets)
- Community Garden**
ADA Accessible, 4' O.I. Fence
- Hydromulch Grass Seeding**
Bermuda or Drought-Toleran
Alternate, 5' Offset from Path
(11,975sf, Field Verify Quantit
- Walking Path**
Crushed Granite or Approve
Alternate
- Cart Path**
Crushed Granite or Approve
Alternate
- Small Ornamental Trees**
Dwarf Cape Myrtle or
Drought Tolerant Alternate
(6 Total)
- Native Vegetation**
Minimum Disturbance
- Planting Beds**
Shrubs, Groundcover & Mulc
(5,355sf Total)
- Shade Trees**
Cedar Elm or Drought Tolera
Alternate
(75 Total)
- Street Trees**
Crape Myrtle or Drought
Tolerant Alternate, See Plan
for Spacing, Heavy Mulch
(23 Total, 6,445sf Bed Area)

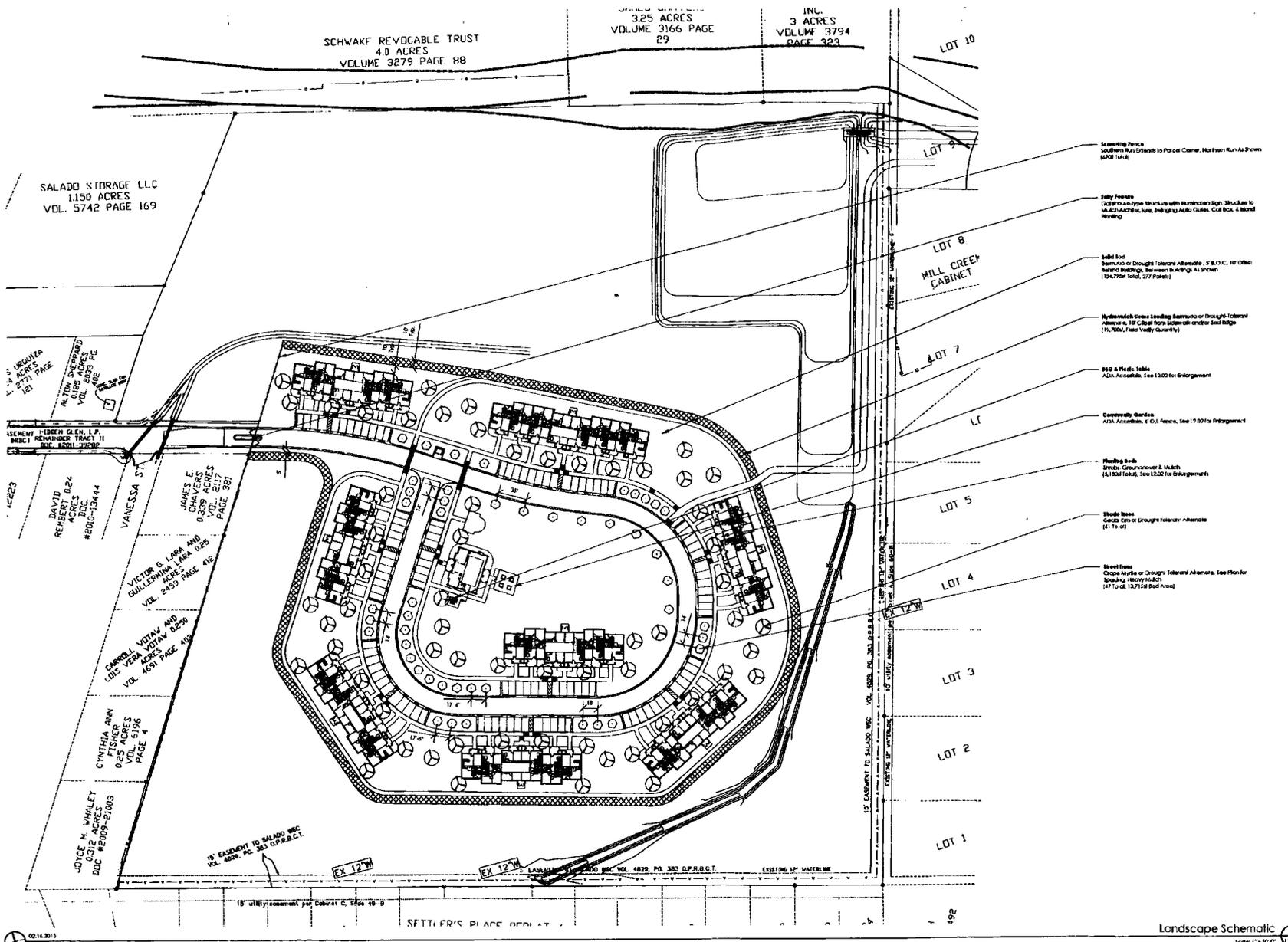
05.03.2015

25 0 50 100 200

Overall Landscape Schematic

Scale: 1" = 50'-

Original Site Plan



Hidden Glen
Mary Lane
Village of Salado, Texas

Not for Construction

Drawn by: [Blank]

Layout Plan

No.	Date	Description
1	02/14/2015	Schematic Design

Drawing Number: **L2.01**

Landscape Schematic
Scale: 1" = 50'-0"

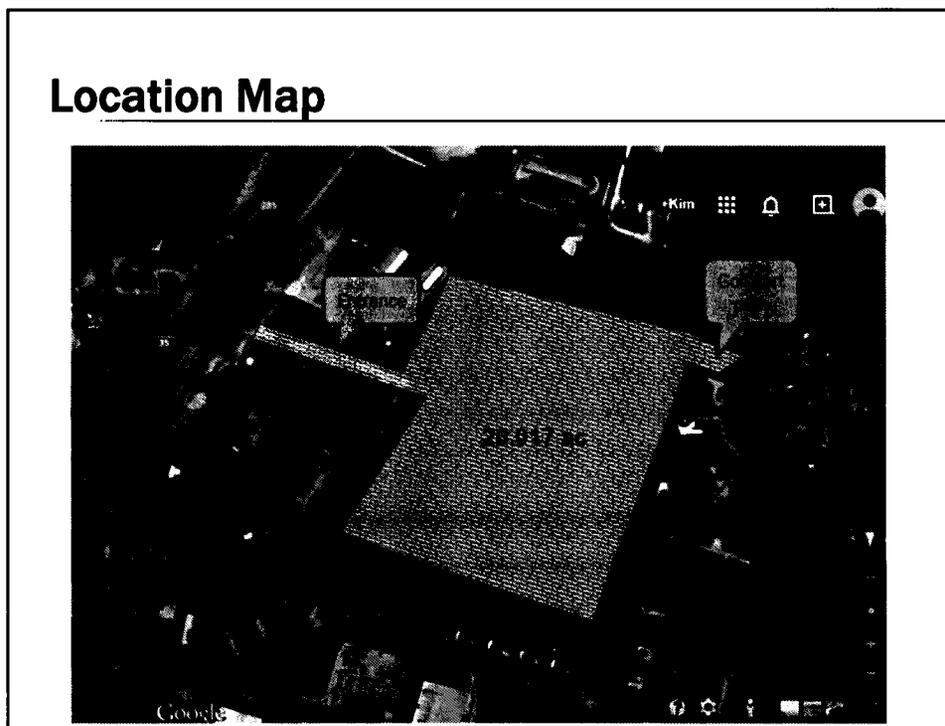
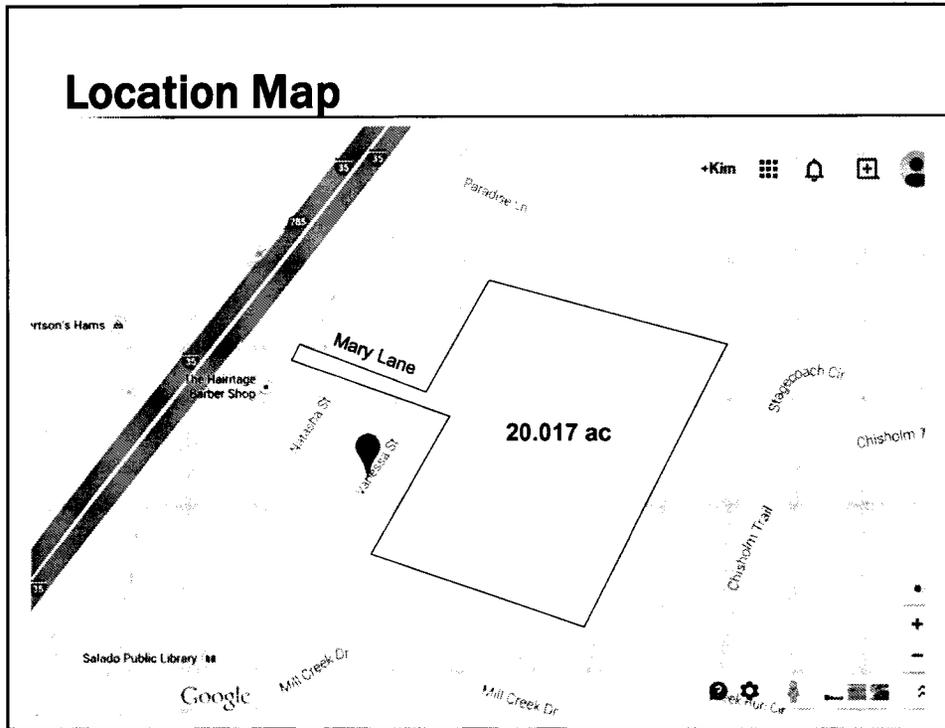
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CHAPTER 380 GRANT AGREEMENT

HIDDEN GLEN SENIOR HOUSING DEVELOPMENT

HISTORY OF PROJECT

- ❖ JES Development Company applied for tax credit project from the Texas Department of Housing and Community Development
- ❖ Community group performed due diligence on the project
 - ❖ Site visits
- ❖ February 21, 2014 BOA approved a resolution in support of the senior housing project
 - > Included \$13,950 total financial participation by the Village
 - > Referenced tax abatement



Site Plan



Proposed Façade



SALADO, TX
FRONT ELEVATION
JANUARY 2014

Project Description

- ❖ Gated senior residential community restricted by age to 62+
- ❖ \$6,400,000 minimum capital investment
- ❖ 9 multi-family buildings with a total of 50 units
- ❖ 20.017 +- acres
- ❖ Masonry construction in a “hill country design”
- ❖ Each building will contain 2-3 bedrooms

Project Description con't

- ❖ Parking will be provided at 1 space per unit
- ❖ On-site management and maintenance during daytime hours with 24 hour on-call service
- ❖ Management will ensure that applicants are age 62 or older and will conduct a background check
- ❖ Management throughout the useful life of the project
- ❖ Property, after annexation, will add apprx \$11,520 in annual property tax revenue to the Village

Project Amenities

- ❖ Community center
- ❖ Walking / golf cart path
- ❖ Seating
- ❖ Covered patio
- ❖ Exercise room
- ❖ Computer room
- ❖ Garden plots
- ❖ Covered picnic area

Project Timeline

- ❖ Minor plat has been filed
- ❖ Construction tentatively begins in Jan/Feb
- ❖ Agreement requires completion by December 2016, but will be completed earlier

Chapter 380 Agreement

❖ Developer Obligations

- Minimum \$6,400,000 investment
- No less than \$7,500 taxes per year
- All as noted in project descriptions
- Voluntary annexation (application received)
- Planned Development Zoning (upon Ch. 380 approval)

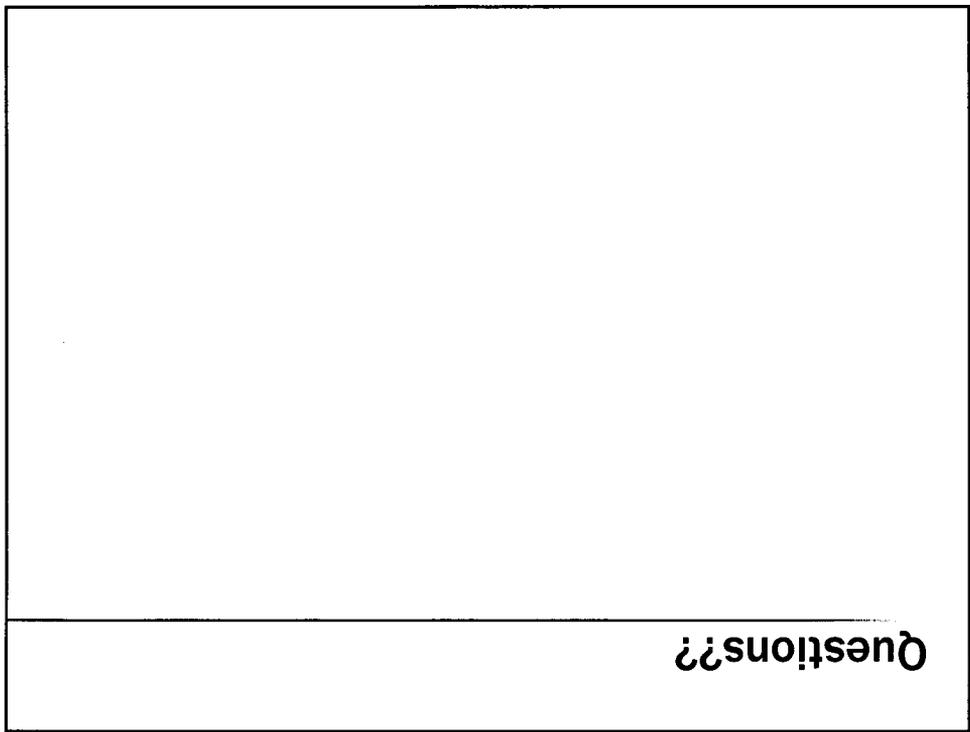
❖ Village Obligations

- Annual payments of \$930
- 15 years
- First payment due May 1, 2016
- Annual payments thereafter on January 1

NET BENEFIT TO THE CITY

- ❖ \$11,520 property taxes (no less than \$7500)
- ❖ \$930 annual incentive
- ❖ \$10,590 per year total income for city

- ❖ 2 full time jobs



VILLAGE OF SALADO / JES DEVELOPMENT

CHAPTER 380

ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement ("*Agreement*") is made and entered into by and between JES Dev. Co., Inc., a Missouri corporation qualified to do business in Texas ("*Developer*"), and the VILLAGE OF SALADO, TEXAS, a general law city and municipal corporation ("*Village*").

RECITALS

WHEREAS, the Developer intends to build an affordable senior housing development (the "*Facility*") named Hidden Glen on a 20.017 acre tract of real property located at the intersection of Mary Lane and Vanessa Street, Bell County, Texas, depicted on *Exhibit "A"* attached hereto (the "*Property*"); and

WHEREAS, operation of the Facility is expected to create new jobs and tax value for the Village, and will promote local economic development, support affordable housing, and stimulate business and commercial activity in the Village; and

WHEREAS, the Village has determined that substantial economic benefit, including the generation of additional property taxes, the creation of new opportunities of employment, and support of affordable housing, will accrue to the Village as a result of the Developer's purchase of the Property, the construction of the Facility on the Property, and the development and operation of the Developer's business on the Property; and

WHEREAS, Developer submitted an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2013 Housing Tax Credits for Hidden Glen and was awarded the assistance in an amount of \$514,453; and

WHEREAS, the Facility will consist of the development of 50 units of Age 62 and over Senior Housing; and

WHEREAS, on February 21, 2014 the Village Board of Aldermen passed Resolution No. 093 committing to \$13,950.00 in financial assistance to Developer, such commitment to be \$930.00 annually for a period of 15 years; and

WHEREAS, under Chapter 380 of the Texas Local Government Code, the Village has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the Village; and

WHEREAS, the Village and the Developer want to set forth in this Agreement the terms and conditions of the grant to Developer of certain Village funds as an incentive for Developer's construction and use of the Facility on the Site and in support for the financial assistance required for the TDHCA Tax Credit Program; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Developer commits to using all possible local suppliers of goods and services and will provide the Village with reports of same.

WHEREAS, the Developer accepts the Village's incentive grant in the form of annual payments, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Authority and Condition Precedent

1.1 The Village represents that its execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the Village.

1.2 Developer represents that its execution and performance of this Agreement constitutes a valid and binding obligation of the Developer in the event the Developer proceeds to construct the Facility in the Village. The Village acknowledges that the Developer is acting in reliance upon the Village's performance of its obligations under this Agreement, among other consideration, in making its decision to invest its funds and expand employment in the Village.

1.3 The Developer and the Village agree that all obligations stated in this Agreement shall be contingent upon the Developer's acquisition of fee simple title to the Property.

II. Developer Obligations

2.1 After the Effective Date (defined in **Section 4.1**) and before May 1, 2016, Developer shall begin construction on the Facility on the Property.

2.2 Construction of the Facility will include the following:

- a) 9 buildings with a total of 50 units as per **Exhibit "B" – Site Plan**
- b) Minimum \$6,400,000 capital investment
- c) Gated senior residential community restricted by age to 62+
- d) Amenities including a- community center, , walking / golf cart path with seating,

- covered patio, exercise room, residential computer room, garden plots, and covered picnic area.
- e) Parking provided at one space per unit
 - f) Masonry construction in a “hill country design” as per **Exhibit “C” – Building Facades**
 - g) Each building will contain two or more residential dwellings, ranging in size from one bedroom to two bedroom.

2.3 Creation of New Full Jobs.

- (a) Developer shall create at least two (2) "New Full Time Jobs" by May 1, 2016 for Village residents, and recruit, employ, and maintain at least such number of New Full Time Jobs until the expiration of fifteen (15) years after first creating such number of jobs. For purposes of this Agreement, "*New Full-Time Jobs*" means full-time jobs created in or relocated to the Village after the construction of the Facility is completed and it is opened for business.
- (b) If Developer does not timely satisfy the job creation provisions for any year as set forth in the preceding **Section 2.3(a)**, Developer shall have a cure period of ninety (90) days after the end of the applicable year to create the requisite number of New Full Time Jobs.
- (c) Developer will not knowingly employ any undocumented worker. Any such employment will be subject to penalties imposed by state and/or federal law.

2.4 Other Obligations.

- a) Developer will retain ownership throughout the useful life of the project.
- b) Developer will petition the Village for annexation of approximately 20.017 acres to Planned Development District within ninety (90) days of the Effective Date of this Agreement. The Village and the Developer hereby approve this Agreement as a valid and legally sufficient request to extend the Village limits (i.e., incorporated municipal boundary) of the Village to cover the Property, and no additional petitions or requests from the Owner are necessary, beyond that included as **Exhibit “D”**. Owner may not withdraw or modify the Petition without the Village’s written consent. The Village agrees to apply a zoning classification to the Property that would not cause any then-current structure or the use of the Property to become noncomplying or nonconforming as a result of the classification.

The Facility will have on-site management and maintenance during daytime hours with 24 hour on-call service.

- c) The Facility, after annexation, will pay the full assessed amount in property tax per year to the Village which is estimated to be no less than \$7,500.
- d) Management will ensure that applicants are age 62 or older and will conduct a background check as part of the resident application process.
- e) If Developer does not timely satisfy the Other Obligation provisions as set forth in the preceding Section 2.4(a-e), Developer shall have a cure period of ninety (90) days after the end of the applicable deadline to perform such obligations.

2.5 Local Business Participation. In an effort to further stimulate and positively impact the local economy, Developer shall use commercially reasonable efforts to provide local small businesses an equal opportunity to participate as suppliers for materials and services purchased by Developer exclusively for use at the Facility.

2.6 Compliance with Village Regulations. For the construction of the Facility, or the construction or remodeling of the Facility in the future, Developer will comply with all applicable Village Code regulations.

2.7 Failure to Meet Obligations. In the event that Developer fails to fulfill its obligations under the performance terms above, after receipt of notice and expiration of the cure period described in **Section 4.4** below, the Village may, as its sole and exclusive remedy, terminate this Agreement, whereupon the Village shall not be required to perform, and Developer shall not be entitled to receive any further performance by the Village under this Agreement, provided, however that Developer shall be obligated to pay the Village for any inspection or permitting services by the Village before the termination of this Agreement.

III. Village Obligations

3.1 Economic Development Incentive. In consideration of Developer performance of each of its obligations under this Agreement, the Village will make an annual grant incentive payment of \$930.00 to be paid on May 1 of each year for 15 years beginning on May 1, 2016 and ending on May 1, 2031 with a total incentive being \$13,950.00.

IV. General Terms

4.1 Effective Date and Term. This Agreement shall become enforceable and be effective upon December 11, 2014 (the "*Effective Date*") after approval by the Village Board of Aldermen. Unless this Agreement is terminated earlier in accordance with its terms, Developer obligations to perform under this Agreement shall be completed one year after the Facility has been opened for business. If the construction of the Facility has not been completed by December 1, 2016 then the Village's sole and exclusive remedy shall be to terminate this Agreement. This Agreement shall terminate on the fifteenth anniversary of the date on which Developer meets the requirements specified under Section 2 or May 1, 2031, whichever is earlier.

(a) The payments to be made to Developer or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the Village as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the Village under applicable Texas law, subject to any applicable limitations or procedural requirements.

4.2 Representations and Warranties. The Village represents and warrants to Developer that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the Village that it has the requisite authority to enter into this Agreement.

4.4 Default. Subject to Developer right to cure under **Section 2.3(b) and 2.4(f)**, if either the

Village or Developer should default in the performance of any of their respective obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of ninety (90) days after the receipt of said notice to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the Developer defaults on any obligation under this Agreement, the Village's sole and exclusive remedy shall be to terminate this Agreement and receive from Developer reimbursement for all previous payments made.

4.5 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the Village and Developer.

4.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4.7 Assignment. Except as provided below, Developer may not assign all or part of its rights and obligations to a third party without prior written approval of the Village, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, Developer may assign all or part of its rights and obligations without the prior consent of the Village to an affiliate of Developer and to a third party lender advancing funds for the acquisition, construction or operation of Developer's facilities.

4.8 Termination. In the event Developer elects not to proceed with the Project as contemplated by this Agreement, Developer shall notify the Village in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect. Notwithstanding anything herein to the contrary, Developer may terminate this Agreement at any time upon written notice to the Village. In such event, the parties shall have no further rights or obligations hereunder other than those accruing prior to such termination, subject to Developer having to pay the Village for any inspection or permitting services provided to Developer prior to any termination date.

4.9 INDEMNIFICATION. TO THE EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE MAY BE PROVIDED IN THIS AGREEMENT, EACH PARTY SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OTHER PARTY FROM ANY AND ALL LOSS, LIABILITY, CLAIM, LAWSUIT, INJURY, EXPENSE OR DAMAGE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER OCCASIONED BY THE PERFORMANCE OR NONPERFORMANCE BY SUCH INDEMNIFYING PARTY, ITS AGENTS, EMPLOYEES, SERVANTS, OR ASSIGNS, OF ANY COVENANT OR CONDITION OF THIS AGREEMENT OR BY THE NEGLIGENCE, IMPROPER CONDUCT OR INTENTIONAL ACTS OR OMISSIONS OF SUCH INDEMNIFYING PARTY, ITS AGENTS, EMPLOYEES, SERVANTS OR ASSIGNS.

4.10 Notice. Any notice or statement required to be delivered pursuant to this Agreement must be in writing and shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Jim Markel
206 Peach Way, PO Box 7688

Columbia Missouri, 65205

Phone:

Fax:

VILLAGE:

Village Administrator
301 North Stagecoach Drive
Salado, Texas 76571
Phone: 254-947-5060
Fax: 254-947-5061

Either party may designate a different address at any time upon written notice to the other party.

4.10 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.

4.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of Bell County, Texas.

4.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

4.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

4.15 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The Village, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with Developer or the construction or operation of any portion of the Facility.

4.16 Public and Confidential Information. Information provided by or on behalf of Developer under or pursuant to or in connection with this Agreement (including, but not limited to, the terms of this Agreement and any and all non-public information provided by Developer) shall be maintained as confidential to the extent allowed by law. If Developer's proprietary, financial or trade secret information is requested under the Texas Public Information Act, the Village shall promptly notify Developer of such request and shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests. Other public records and information provided to the Village and its representatives to verify compliance with this

Agreement shall be available for public inspection.

4.17 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes.

- Exhibit "A" Description of Property
- Exhibit "B" Site Plan
- Exhibit "C" Building Facades
- Exhibit "D" Annexation Petition Form

4.18 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

EXECUTED by the authorized representatives of the parties on the dates indicated below to be effective as of the Effective Date.

THE VILLAGE OF SALADO

ATTEST:

By: Skip Blancett, Mayor

Randy Stonerod, Village Secretary

JES Dev. Co., Inc.

By: _____

Date: _____

By: Will Markel
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BELL §

Before me, the undersigned authority, on this day personally appeared _____, who after first being by me duly sworn, acknowledged and stated the witness has executed the above and foregoing document for the purposes and consideration therein expressed, and in the Village therein expressed, and with full authority to so act, on this, the _____ day of _____, 2014.

Notary Public in and for the State of Texas

My commission expires: _____

BOARD OF ALDERMAN AGENDA ITEM MEMORANDUM

05/07/15
Item #7
Consent Agenda
Page 1 of 2

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Presentation, discussion and possible action on a contract for soil, concrete, and HMAC testing services with Langerman Foster Engineering Company for the 2015 Street Rehabilitation Program in the amount of \$8,762.00.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: On April 23, 2015 the Board of Aldermen approved a change order with APAC Texas Inc. DBA Wheeler. The change order included a reduction in paving for Thomas Arnold Drive due to the Texas Department of Transportation Waco Office agreeing to provide these improvements at no charge to the Village. The change order was as follows:

Option A includes (\$52,205.50 reduction)

- Mill Creek point repairs from Main Street to Chisholm Trail and Chisholm Trail to the end
- Salado Plaza hot mix
- Salado Plaza ribbon curb from Main Street to 2nd Brookshire Bros. driveway
- Thomas Arnold point repairs east side of I-35 to Main Street*
- Thomas Arnold ribbon curb east side of I-35 to Main Street
- Net fiscal impact on total streets program

\$305,620	Award of bid
Less \$52,205.50	Change order
\$253,414.50	Revised Contract
Plus \$110,603	Other street obligations (includes revised testing service charges)
\$364,017.50	Total street program

The original estimate for testing was \$13,364. Langerman has been provided revised quantities that reflect the revised final scope of work as determined on April 23. The revised contract amount is \$8,762.

FISCAL IMPACT: There is \$400,000 in this fiscal year's budget for street improvements. With this revised expenditure, the total committed and expended funds are \$364,017.

ATTACHMENTS:

Scope of Services / Agreement Letter



LANGERMAN FOSTER
ENGINEERING COMPANY

May 5, 2015

The Village of Salado
Attn: Ms. Kim Foutz

c/o Mr. John A. Simcik, P. E. jsimcik@kpaengineers.com

Dear Ms. Foutz:

I am pleased to submit this revised proposal (revision 2) for construction materials testing services for The Villages of Salado in Salado, Texas. My understanding is that the scope of services for the project includes soils testing, concrete testing, and HMAC testing.

The attached Fee Schedule is applicable for the proposed work, and will be in effect for the duration of the project, or a maximum of 1 year. The total cost of testing services will depend in part on the efficiency of the contractor. The cost does not include re-tests and assumes construction practices that LFE has found to be common for many LFE projects. We respectfully suggest that the Contractor review the attached estimate for general conformance with his understanding and expectation of the CMT requirements, and this proposal revised accordingly if necessary.

The attached estimate of \$8,762.00 is based on quantities provided by you. Fees for the project will not exceed \$8,762.00 without prior written authorization.



If this proposal meets with your expectations, please sign and date in the space at the end of the Agreement and return a copy for our files. In the absence of Client's signature, Client agrees that oral acceptance and/or Client's initiation of services constitutes formal acceptance of all terms and conditions of this proposal and Agreement. We look forward to working with you on this project.

Best Regards,

LANGERMAN FOSTER ENGINEERING COMPANY

Texas Registered Engineering Firm No. F-13144

Ronnie Poston

Ronnie Poston, S.E.T.

Construction Testing Manager

Attachments:

Fee Schedule

Professional Services Agreement

Estimate

SCOPE OF SERVICES

THE VILAGE OF SALADO

SALADO, TEXAS

General: Langerman Foster (LFE) will provide construction material testing and special observation services as described below for the above project on an "as called or full time basis" as required. For this purpose, we agree to provide a technician to conduct tests in the field and/or to sample materials at the direction of the client or his designated representative, and to deliver those samples to our laboratory for testing. It is the responsibility of the general contractor to determine the tests that are required, by specifications, for the project and to provide proper notice to schedule our technician.

LFE is not managing the testing for this project and is not providing construction materials engineering services.

Testing Services: Included in our understanding of the workscope are the following duties of our field and laboratory staff:

1. Compaction testing of subgrade, and base materials
 - a. Sample subgrade, and base materials and deliver to LFE laboratory for reference tests as listed below:
 - Moisture Density Curves
 - Atterberg Limits Tests
 - Material Gradations
 - Wet Ball Mill
 - b. Provide part time observation of compaction operations, and take field nuclear density tests to verify compaction.
 - c. Prepare report of test results
2. Concrete strength and consistency tests
 - a. Sample concrete and test for the following:
 - Slump
 - Temperature
 - Air Content (if required)
 - Unit Weight (if required)
 - b. Sample concrete and prepare test cylinders.
 - c. Cure test cylinders and conduct compressive strength tests.
 - d. Prepare report of test results



3. HMAC

- a. Sample hot mix and mold specimens for stability tests.
- b. Perform maximum theoretical specific gravity tests.
- c. Perform extractions and gradations of hot mix aggregates.
- d. Prepare report of observations and tests.

The above services are typical of those encountered in most construction. LFE provides additional services, and costs for those services will be supplied upon request.



CMT FEE SCHEDULE (AS OF DECEMBER 1, 2014)

PROFESSIONAL STAFF RATES

Engineer (P.E.)	\$140 / hour
Structural Steel Technician	95 / hour
Supervisory Technician	68 / hour
Field Technician	51 / hour
Administrative/Word Processor	51 / hour

CONSTRUCTION MATERIALS TESTING SERVICES

Soil Moisture Content	10 / each
Sieve Analysis	85 / each
#200 Sieve Only	30 / each
Air Content (when no cylinders are made)	30 / each
Concrete Slump (when no cylinders are made)	20 / each
Concrete cylinders w/slump and air (if required) plus technician time	20 / each
Flexural Beam Tests, w/slump and air (if required) plus technician time	35 / each
Concrete Unit Weight	30 / each
Atterberg Limits	80 / each
Moisture-Density Relations	
- ASTM D698	250 / each
- ASTM D1557	250 / each
- TEX-113-E	320 / each
- TEX-114-E, PI>20	320 / each
Field Density Tests	
- Nuclear Method, per test (Minimum 3) plus technician time	22 / each
HMAC Extraction/Gradation	250 / each
HMAC Stability	150 / each
HMAC Maximum Theoretical Specific Gravity	65 / each
Fireproofing Adhesion	20 / each
Fireproofing Density	20 / each
Vehicle Fee (per round trip to local jobsite)	40 / each
- Mileage outside of Waco, Temple, Belton, and Killeen city limits	0.60 / mile
Vehicle Fee for Steel Services (from Austin)	130 / each
Report Fee (per each report issued)	17 / each

Quotes for other tests upon request



BASIS OF CHARGES

1. Prices listed are for services most frequently performed. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. Invoices will be issued on a periodic basis, or upon completion of a project, whichever is sooner. The net cash amount of this invoice is payable on presentation of the invoice.
3. A two-hour minimum charge will be made for all field services, portal to portal.
4. A fee of \$17 applies for each test report issued. Reports will be issued via e-mail. If hard copy reports are requested via US mail, then additional charges will apply.
5. Time worked in excess of 8 hours per day, before 7 am or after 5 pm, or weekend\holiday work will be charged at 1.5 times the hourly and unit rates.
6. Per diem will be charged at a rate of \$125 per day per person or expenses plus 20%, whichever is greater. Per diem will be charged for all projects in excess of 50 miles from Waco if overnight stays are required.
7. Outside services will include a 20% markup unless otherwise noted.
8. All samples will be disposed at the completion of the test unless prior arrangements are made. LFE does not accept environmental or contaminated samples.
9. A vehicle fee of \$40 per trip will be applicable within the city limits of Temple/Belton/Killeen and Waco. An addition charge of \$0.60 per mile will apply outside of the city limits.



Revision 2 Construction Materials Fee Estimate
The Village of Salado
Salado, Texas

Description	Quantity	Unit	Charge
Earthwork			
Nuclear Field Density	33	\$22.00	\$726.00
Soil Technician	26	\$51.00	\$1,326.00
D698 or D1557 Proctor	2	\$250.00	\$500.00
Atterberg Limits	1	\$80.00	\$80.00
Sieve Analysis	1	\$85.00	\$85.00
Wet Ball Mill	1	\$240.00	\$240.00
Concrete			
Concrete Technician	8	\$51.00	\$408.00
Compression Test Cylinders	16	\$20.00	\$320.00
Cylinder Pick-Up	4	\$51.00	\$204.00
HMAC			
HMAC Technician	12	\$51.00	\$612.00
Extraction	6	\$250.00	\$1,500.00
Stability	6	\$150.00	\$900.00
Rice Gravity	6	\$65.00	\$390.00
Vehicle and Report Charges			
Daily Vehicle Use Fee	27	\$40.00	\$1,080.00
Report Charge	23	\$17.00	\$391.00
		TOTAL:	\$8,762.00

Professional Services Agreement

This agreement is between Langerman Foster Engineering Company, LLC (hereafter termed CONSULTANT) and the undersigned Company, or individual person if not a company (hereafter termed CLIENT). CLIENT employs CONSULTANT to provide engineering and related services in connection with the CLIENT's project, described as follows and hereinafter referred to as THE PROJECT.

Project Description:

The Village of Salado in Salado, Texas, as described in LFE Proposal No. CMT 15-019R2, Dated May 5, 2015

Services shall be provided in general accordance with the accompanying proposal, which is part of this Agreement.

1.0 SERVICES. CONSULTANT WILL:

- 1.1 Endeavor to act for CLIENT using that degree of care and skill (standard of care) ordinarily exercised by competent engineering consultants practicing in the same or similar locality of THE PROJECT site.
- 1.2 Perform the proposed services under the general direction of a licensed Professional Engineer.
- 1.3 Provide written reports in electronic format only. Additional hardcopy reports may be provided upon request at negotiated cost.
- 1.4 Retain pertinent records relating to the services performed for five years following submission of the report, during which period the records can be made available upon request to CLIENT during normal office hours.
- 1.5 Be responsible for the safe conduct only of CONSULTANT's employees on the site, but not for the safe conduct or safety of any others.
- 1.6 Retain samples for a period of no longer than 30 days after issuing any document that includes the data obtained from the samples.
- 1.7 Contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located at the site and clearly marked by CLIENT. We can provide names of private utility locaters that CLIENT can retain directly for these services. CONSULTANT will not be responsible for damages to any underground utilities that are not located and clearly marked at the site by CLIENT.

2.0 CLIENT'S RESPONSIBILITIES. CLIENT WILL:

- 2.1 Provide CONSULTANT full information regarding the project for the proper performance of CONSULTANT, including hardcopies or electronic copies of the most recent plans and specifications, addenda, change orders, and other such information.
- 2.2 Furnish right of entry onto THE PROJECT site for CONSULTANT or CONSULTANT'S representatives to provide CONSULTANT'S services.
- 2.3 Inform the CONSULTANT of the presence or suspected presence of hazardous materials, agreeing to the conditions set forth in 7.1 through 7.4 herein.
- 2.4 Promptly inform CONSULTANT of any actual or suspected defects in CONSULTANT'S services, to help CONSULTANT take corrective measures that in CONSULTANT'S opinion will help minimize the consequences of any such defect.
- 2.5 Use the research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, and others as published in the document Recommended Practice for Design Professionals Engages as Experts in the Resolution of Construction Industry Disputes to define the Standard of Care referenced in 1.1.
- 2.6 Be responsible for jobsite safety, except CONSULTANT shall be responsible for safety of CONSULTANT'S employees.
- 2.7 Be responsible for all permits and approvals necessary for CONSULTANT'S services, unless CONSULTANT assumes this responsibility in the Proposal.

3.0 GENERAL CONDITIONS:

- 3.1 By the performance of the herein described services, CONSULTANT does not in any way assume, change, or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT customarily vested in THE PROJECT architects, design engineers, or other design agencies or authorities.
- 3.2 CONSULTANT is not responsible for acts or omissions of other parties involved in THE PROJECT or the failure of any contractor or subcontractor to construct any item of THE PROJECT in accordance with the CONSULTANT's recommendations.
- 3.3 This Agreement may be terminated by either party upon receipt of written notice by the other party or by mutual agreement. CONSULTANT shall be paid in full for services performed to the termination date, including services required to properly terminate CONSULTANT's project involvement. CLIENT can be provided, upon request and for appropriate compensation, a report of services completed prior to termination.
- 3.4 Neither CLIENT nor CONSULTANT may transfer duties or interest in the Agreement without the written consent of the other party.
- 3.5 If during the course of the performance of this agreement, conditions or circumstances are discovered, which were not contemplated by CONSULTANT at the commencement of this agreement, CONSULTANT shall notify CLIENT of the newly discovered conditions or circumstances and CLIENT and CONSULTANT shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, CONSULTANT may terminate this Agreement and CONSULTANT shall be paid for its services through the date of termination.
- 3.6 Neither party shall be liable for failure to fulfill its obligations if affected by causes beyond its control, such as Force Majeure. Force Majeure includes, but is not limited to, acts of God; acts of legislative, administrative, or judicial entity; acts of CLIENT'S separate contractors and consultants; wars; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

4.0 CONSIDERATIONS FOR GEOTECHNICAL ENGINEERING SERVICES:

- 4.1 CLIENT shall provide CONSULTANT full information regarding the structure(s) to be constructed on THE PROJECT site, magnitudes and configurations of foundation loads, permissible settlements, planned cuts and fills, proximity to adjacent structures, and other information for the proper performance of CONSULTANT.
- 4.2 Be aware that heavy equipment will likely be used to conduct the field operations and that such equipment use generally results in some alteration of existing conditions. CLIENT agrees to hold harmless CONSULTANT for such alteration. CONSULTANT will attempt to limit such alteration but will not restore the site to its original condition unless a separate agreement is made for such restoration at additional cost prior to such alteration.
- 4.3 CLIENT shall be responsible for locating buried utilities and other man-made objects, furnishing CONSULTANT with this information, approving the subsurface penetration locations with respect to such information, and for the consequences of such being damaged during CONSULTANT's subsurface investigations whenever the location of the damaged structures was not identified with sufficient accuracy for the CONSULTANT. Further, CLIENT agrees to protect and defend CONSULTANT from any claim or liability arising from such damage, including compensating CONSULTANT for time and expenses incurred in defense of such claim. Although CONSULTANT shall notify authorities as required by law before penetrating the ground to reduce the chance of encountering manmade objects below ground, and shall penetrate the ground only at locations indicated by others as free of man-made objects, subsurface objects may still be encountered and even damaged.
- 4.4 CLIENT understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geo-environmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns, and if they do, they may not report them. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from CONSULTANT'S alleged failure to report or report fully on environmental issues in instruments of geotechnical services. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT'S prevailing fee schedule and expense reimbursement procedures. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.

5.0 INSURANCE AND LIMITATION OF LIABILITY:

- 5.1 CONSULTANT shall have insurance to protect CONSULTANT from claims against CONSULTANT for accidental bodily injury, death or property damage as may arise from the performance of services made under this agreement. CONSULTANT will provide proof of such insurance to CLIENT upon CLIENT's request.
- 5.2 To the fullest extent permitted by law, the total liability of CONSULTANT arising out of or related to this Agreement, whether based in contract or tort, shall be limited to \$50,000 or the amount of compensation received for services, whichever is greater. This limitation of liability shall apply to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of services performed under this Agreement. Greater amounts of coverage can be provided at additional cost to be negotiated with the CLIENT and agreed to in writing. CLIENT agrees this limitation of liability extends to those individuals and organizations CONSULTANT retains for execution of its services, including CONSULTANT's officers, employees, their heirs and assigns, agents, subconsultants, and subcontractors.
- 5.3 CLIENT agrees that any claim for damages filed against CONSULTANT will be filed solely against CONSULTANT or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.
- 5.4 Neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal, nor consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party.

6.0 CONFIDENTIALITY:

- 6.1 All reports and/or information derived as part of CONSULTANT's services are and shall remain the property of the CONSULTANT.
- 6.2 The CONSULTANT agrees to consider all reports confidential, and will distribute reports only to those persons or entities so directed by the CLIENT with the exceptions noted in Article 6.3 and 6.4.
- 6.3 Any information derived as part of CONSULTANT's services may be released to government authorities when a public safety hazard is perceived to exist, when required by law, and to the necessary parties when CONSULTANT must protect itself from civil claims.
- 6.4 Information obtained from CONSULTANT's services may be used by CONSULTANT for technical studies and presentations intended to advance the art and science of engineering, while preserving CLIENT confidentiality.
- 6.5 The CONSULTANT's reports, findings, and recommendations are for the CLIENT'S sole use and shall not be transferred or sold to others without the knowledge and consent of the CONSULTANT.

7.0 UNANTICIPATED HAZARDOUS MATERIALS AND CONDITIONS:

- 7.1 The CLIENT understands that hazardous materials or conditions on or beneath the surface of a site create extraordinary risks for CONSULTANT including the need for precautions to protect the health and safety of its personnel and to comply with applicable laws and regulations.
- 7.2 CLIENT agrees that the notification to CONSULTANT of known or the discovery by CONSULTANT of unanticipated, hazardous materials or conditions constitutes a changed condition mandating a renegotiation of the scope of work for THE PROJECT or termination of services.
- 7.3 The discovery of unanticipated hazardous materials or conditions may result in a significant reduction of the CLIENT's property value or the OWNER's value if THE PROJECT site is owned by others. Since the CONSULTANT is in no way responsible for the presence of these unanticipated materials or conditions, CLIENT agrees to waive any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury, loss, or damages arising from the referenced discovery.
- 7.4 CLIENT agrees to pay CONSULTANT for costs incurred by CONSULTANT related to encountering unanticipated hazardous materials and conditions.

8.0 PAYMENT:

- 8.1 Invoices will be provided in electronic format based on the proposal and/or attached fee schedule. Invoices will be presented at the project completion or monthly and are due in full upon receipt. Invoices are past due net 15 days. CONSULTANT shall be notified within 15 days of receiving an invoice if CLIENT disputes the invoice, but CLIENT shall pay the portion of the invoice that is not in dispute within the usual time frame. CLIENT agrees to pay CONSULTANT late charges of one and one-half (1½) percent per month, or up to the legal limit if less, on the unpaid balance.
- 8.2 CLIENT agrees that invoices will be paid without requiring any other signings, documents, or representations except for the reports stated in Article 1.3, unless agreed to in writing prior to CONSULTANT providing services.
- 8.3 CLIENT agrees to pay CONSULTANT regardless of whether CLIENT is expecting, has received, or has not received payment from others for the Project.

9.0 EXTENT OF AGREEMENT AND APPLICABLE LAW:

- 9.1 The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and CONSULTANT.
- 9.2 The Agreement shall be governed by the laws of the State of Texas. Any disputes arising from this agreement shall be performed in McLennan County, Texas and the CLIENT agrees to waive the right to sue elsewhere.
- 9.3 If any part of this Agreement is deemed invalid in a court of law or otherwise, all remaining parts shall remain in force.
- 9.4 Unless previously accepted in writing, this Agreement is withdrawn automatically on the 30th day after issue, but may be accepted thereafter by CONSULTANT at its discretion.

This agreement is entered into by the undersigned on behalf of the company noted, or in the case of a CLIENT who is an individual, then by the signature of that individual. When signing for a company, the person signing below attests that they are authorized to act on behalf of that Company.

PROJECT: THE VILLAGE OF SALADO, CMT 15-019R2

CLIENT: THE VILLAGE OF SALADO

Client Representative Name and Phone:	
Signature:	Date:
Title:	
Client Company Name (full legal name): The Village of Salado	
Email Address for Receiving Reports, Invoices, and other Communications:	
Physical Address:	

CONSULTANT: LANGERMAN FOSTER ENGINEERING COMPANY, LLC

Printed Name: Ronnie W. Poston	
Signature: <i>Ronnie Poston</i>	Date: May 5, 2015
Title: Construction Testing Manager	