



**MEETING OF THE
SALADO BOARD OF ALDERMEN**

REGULAR MEETING AND WORKSHOP

**6:30 P.M., THURSDAY, NOVEMBER 5, 2015
MUNICIPAL BUILDING
301 N. STAGECOACH, SALADO, TEXAS
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. PROCLAMATIONS / SPECIAL RECOGNITION

None.

III. PUBLIC COMMENTS

3. Citizens who desire to address the Board of Aldermen 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 your comments to 3 minutes. No action will be taken by the Board of Aldermen.

IV. REPORTS

- Introduction of Mary Poche', Executive Director of the Chamber and Tourism Bureau
- Mayor's Report
- Police Department Report
- Fire Department Report
- Chamber of Commerce / Tourism Bureau Report
- City Administrator Report

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 Board of Aldermen, any item may be removed from the Consent Agenda at the request of an Alderman and will be considered separately.

4. Consider approving the Consent Agenda items:
 - a. Minutes, October 15, 2015 Regular Meeting
 - b. Interlocal Agreement with Clearwater Underground Water Conservation District, Bell County, and Salado Water Supply Corporation for continued studies to evaluate Salado Creek, Salado Springs Shed, and Edwards BFZ water quality and management related to threatened species and a contribution of \$8,000.
 - c. Engagement Letter with Donald L. Allman, CPA, PC for the Annual Audit for the year ending September 30, 2015 for an amount not to exceed \$7,000.00.
 - d. Resolution (R-2015-126) supporting the Keep Salado Beautiful application for the Governor's Community Achievement Award.
 - e. Resolution (R-2015-127) approving the Adopt-a-Spot Program coordinated through Keep Salado Beautiful.
 - f. Presentation, discussion and possible action on a professional services agreement with Kasberg, Patrick and Associates for professional services associated with Phase I of the Wastewater Treatment Plant Design, Archeological Services, Environmental Site Assessment, and Final Design of the Royal Street Lift Station, Force Main and Gravity Sewer.

VI. REGULAR SESSION

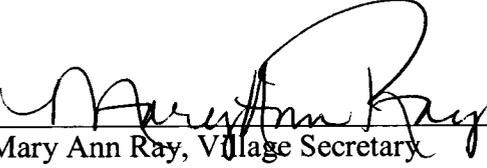
5. Discussion and possible action on authorizing Change Order #4 to the street improvement contract with APAC-Texas, Inc. DBA Wheeler from Belton, Texas for the 2015 Street Rehabilitation Program increasing the scope and contract in an amount not to exceed \$3,113.36.
6. Presentation, discussion and possible action approving a proposed wastewater service territory and an application for a Certificate of Convenience and Necessity (CCN) through the Public Utility Commission of Texas.
7. Presentation, discussion, and possible action on a variance to Section 4.2b Protection of Drainage and Creek Areas of the Subdivision Ordinance in accordance with Ordinance 2008-20 Flood Damage Prevention Ordinance, Section 4D Variance Procedures

VII. ADJOURN

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 5:00 p.m. on **Friday, October 30, 2015**.



Mary Ann Ray, Village Secretary

Removed from display: _____

Village of Salado, Texas
Board of Aldermen
Regular Meeting and Workshop Meeting
Meeting Minutes
6:30 p.m. Thursday, October 15, 2015
Municipal Building, 301 N. Stagecoach Road

Present: Mayor Skip Blancett, Mayor Pro Tempore Fred Brown, Alderman Frank Coachman, Alderman Amber Dankert, Alderman Michael McDougal (arrived at 6:34 p.m.), Alderman David Williams.

Others Present: Kim Foutz, Village Administrator; Mary Ann Ray, Village Secretary; Jack Hensley, Chief of Police; Shane Berrier, Chief, Salado Volunteer Fire Department; Chrissy Lee, Code Enforcement Clerk.

I. Call to Order.

Mayor Skip Blancett called the meeting to order at 6:30 p.m.

1. Kevin Allen, Associate Pastor of Children, First Baptist Church, led the invocation.
2. The Mayor led the Pledge of Allegiance and the Texas Pledge of Allegiance.

II. Proclamations / Special Recognition.

None.

III. Public Comments.

3. King Copeland, P.O. Box 192165, Dallas, Texas, 75219, spoke about the expenses for the sewer and the need to turn around downtown Salado.

Linda Reynolds, 507 Santa Rosa, said she was glad to see the Village develop a policy on Open Records and read the preamble to the Open Records Act.

Darlene Walsh, 1110 Mill Creek Drive, addressed the proposed route of the sewer line.

Susan Terry, 2106 Bluff Circle, of Keep Salado Beautiful spoke about the Governor's Community Achievement Award, a \$90,000 grant pursued by Keep Salado Beautiful. She invited all to attend an informational meeting at 10 a.m. Tuesday, October 20, 2015, at the Municipal Building.

Jill Shipman, 711 College Hill, president of the Public Arts League of Salado, thanked the Board of Aldermen for its support of PALS.

IV. Reports.

Mayor's Report.

Mayor Blancett, reported on the success of local events, including Christmas in October and the Salado Volunteer Fire Department open house at Station 2. He discussed the pending grants: TAPS grant for trails, the Governor's Community Achievement Award, and a grant for the fire department to purchase a brush truck. He also invited all to attend a town hall update on Interstate 35 with the Texas Department of Transportation and James Construction at 6:30 p.m. Tuesday, November 10, 2015, in the Salado Intermediate School cafeteria.

Environmental Committee Report.

Alderman Dankert reported that a panel of subject-matter experts will present and answer questions at the town hall forum on Urban Deer Population at 6:30 p.m. Thursday, October 22, 2015, in the Municipal Building.

ETJ/Annexation Committee Report.

Village Administrator Foutz reported that the Village Attorney is working with Salado Independent School District on the annexation process. The annexation process for the Hidden Glen development will be done concurrently with SISD. She said there are ongoing discussions about other potential annexations because of the planned sewer.

Ordinance Committee Report.

No report.

Main Street Committee Report.

Mayor Pro Tempore Brown reported that the committee is waiting for the large maps to arrive. Lights will be installed on the green walking bridge before the end of November.

Street Improvements Committee Report.

Alderman McDougal reported the planned I-35 detours for the coming weeks.

Stagecoach / Wastewater Status Report.

Administrator Foutz reported that a small number of current customers of the Stagecoach Wastewater Treatment Plant attended a recent informational meeting. She reported that the Village is waiting for estimates for the planned repairs to the plant.

Financial Report.

See attached.

V. Consent Agenda.

4. Consider approving the Consent Agenda items:
 - a. Minutes, September 24, 2015, Special Called Meeting and Workshop
 - b. Minutes, October 1, 2015, Regular Meeting and Workshop
 - c. Consider an amendment to Resolution R-2015-115 for a Texas Department of Transportation, Transportation Alternatives Program grant, to develop a combined on-road and off-road trail facility for pedestrians and bicyclists, and other non-motorized forms of transportation and safety improvements along College Hill Street, Peddler's Alley, Salado Creek, Center Circle, and Royal Street.

Alderman McDougal made a motion to approve the Consent Agenda as presented. Alderman Coachman seconded. The motion carried unanimously.

VI. Regular Agenda.

5. Discussion and possible action on Resolution R-2015-128 adopting a policy for the management of all open records requests and establishing a policy for costs incurred to respond to public information requests that require large amounts of personnel time.

Mayor Pro Tempore Brown made a motion to approve Resolution R-2015-128 as presented. Alderman Dankert seconded. The motion carried unanimously.

The Mayor closed the regular session at 7:20 p.m. and announced a five-minute recess.

VII. Workshop Session.

The Mayor opened the workshop session at 7:26 p.m.

6. Discuss a Request and Consent to the Creation of a Municipal Utility District to be named Sanctuary Municipal Utility District.

There was discussion about the potential effect of a MUD on the Village. Administrator Foutz explained that the Village could decline consent, yet the Public Utility Commission could still approve it. The Village has 90 days to file a response. It was decided that this item would be discussed again at a BOA workshop November 12, 2015.

7. Discuss Keep Salado Beautiful application for Keep Texas Beautiful – TxDOT Governor's Community Achievement Award and grant.

Susan Terry was invited to address the BOA. She gave an overview of all seven categories that are part of the grant application, including a resolution of support from the BOA. The resolution will be brought for a vote at the BOA's November 5, 2015 meeting. This

grant is in the form of a funded project; each winning community will design a project, and TxDOT will pay for it. The application deadline is February 9, 2016.

8. Discuss right-of-way entry letters and follow-up process.

Administrator Foutz reported that 224 right-of-entry letters were mailed, with 120 returned as of meeting time. About 76 forms still need attention, and a team of volunteers will be assembled to make phone calls to property owners to ask them to give approve for right of entry.

9. Discuss and distribute employee evaluation forms and manual.

Administrator Foutz described the evaluation packets and reported that the handbook is still in development.

10. Discuss purchase of land for a Wastewater Treatment Plant.

There was general discussion about the location of land parcels that are under consideration.

The Mayor closed the Workshop Session at 8:04 p.m. and announced a five-minute recess.

VIII. Executive Session

The Mayor opened the Executive Session at 8:09 p.m.

The Board emerged from Executive Session at 10:06 p.m.

IX. Regular Session

Mayor Pro Tempore Brown made a motion to adjourn. Alderman Dankert seconded. The meeting was adjourned at 10:06 p.m.

Village of Salado

Skip Blancett, Mayor

Mary Ann Ray, Village Secretary

BOARD OF ALDERMAN
AGENDA ITEM MEMORANDUM

11/5/2015
Item #4b
Consent Agenda
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DEPT/DIVISION REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: Consider an Interlocal Agreement with Clearwater Underground Water Conservation District, Bell County, and Salado Water Supply Corporation for continued studies to evaluate Salado Creek, Salado Springs Shed, and Edwards BFZ water quality and management related to threatened species and a contribution of \$8,000.

STAFF RECOMMENDATION: Staff recommends approval as submitted.

ITEM SUMMARY AND ANALYSIS: This Interlocal is intended to coordinate efforts in evaluating potential effects on the parties (Village of Salado, Bell County, Salado Water Supply Corporation, and Clearwater Underground Water Conservation District) regarding the US Fish and Wildlife Service (USFWS) listing of the Salado Salamander as Threatened or Endangered under the federal Endangered Species Act, and how to minimize or alleviate those effects. Currently, the salamander is listed as a threatened species.

The results of these studies are designed to determine the next steps in decision making, including undertaking measures designed to protect and minimize threats and impacts to the resources and related ecosystems within the affected watershed. This will assist in better understanding the threats and limit those threats and provide better management of the water resources within the Salado Creek watershed. *Please see the attached Interlocal Agreement for further information.*

FISCAL IMPACT: Each party is asked to contribute \$15,000 (total project cost of \$60,000) to help fund coalition-approved studies to evaluate Salado Creek and its springshed, and the Edwards BFZ water quality. The Village has pledged \$8,000 for FY 2016 with the remaining \$7,000 made up by a private donation. Funds have been set aside in the FY 2016 budget for this expense.

ATTACHMENTS:

- Interlocal Agreement
- Invoice for \$8,000 payment

State of Texas §
County of Bell §
October 15, 2015 §

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made and entered into by and among Bell County, Texas, Village of Salado, Texas, Salado Water Supply Corporation and the Clearwater Underground Water Conservation District (“Clearwater UWCD”) (collectively, the “Parties” and, individually, a “Party”).

Recitals

WHEREAS, Bell County is a corporate and political body created and operating pursuant to Article IX, Section 1, and Article XI, Section 1 of the Constitution of Texas; Texas Local Government Code Chapter 70; and the applicable, general laws of the State of Texas; and

WHEREAS, the Village of Salado is a Type A, general law municipality incorporated in 2000, and operating pursuant to the Texas Local Government Code, and the applicable, general laws of the State of Texas; and

WHEREAS, The Salado Water Supply Corporation is a Public Water Supply Corporation operating pursuant to Texas Water Code Title 2. Water administration, Chapter 12. The Salado Water Supply Corporation is member-owned and founded November 2, 1966. Service area encompasses 30 square miles, from Amity Road to the north to the TX DOT Rest Areas to the South IH35, from Blackberry Road to the east to the Stillhouse Hollow Bridge to the west, from Union Grove to the west; and

WHEREAS, Clearwater Underground Water Conservation District is a political subdivision of the State of Texas and underground water conservation district created and operating under and by virtue of Article XVI, Section 59, of the Texas Constitution; Texas Water Code Chapter 36; the District’s enabling act, Act of May 27, 1989, 71st Legislature, Regular Session, Chapter 524 (House Bill 3172), as amended by Act of April 25, 2001, 77th Legislature, Regular Session, Chapter 22 (Senate Bill 404), Act of May 7, 2009, 81st Legislature, Regular Session, Chapter 64 (Senate Bill 1755), and Act of May 27, 2015, 84th Legislature, Regular Session, Chapter 1196, Section 2 (Senate Bill 1336)(omnibus districts bill); and the applicable general laws of the State of Texas; and confirmed by voters of Bell County in 1999; and

WHEREAS, the Parties find it to their mutual advantage and to the benefit of their public constituents to coordinate their efforts in evaluating potential effects on their constituents now that the United States Fish and Wildlife Service (USFWS) listed the Salado salamander (*Eurycea chisholmensis*) as threatened under the federal Endangered Species Act (ESA), and how to minimize or alleviate any such adverse effects; and

WHEREAS, the Parties want to avoid ceding control to the federal government over any activities or resources in Bell County that potentially impact a threatened or endangered species, and enter into this Agreement to better understand the issues and formulate a strategy for addressing any potential liability under the ESA; and

WHEREAS, the Salado salamander (*Eurycea chisholmensis*) is known historically to have been observed in at least two spring sites, Big Boiling Springs and Robertson Springs, which are located within the Salado Creek watershed in Bell County, Texas, and is listed as threatened by the USFWS; and

WHEREAS, the Parties are aware that USFWS has determined the Salado Salamander to be threatened rather than endangered. The research and literature indicated that the primary threat facing the Salado salamander is the degradation of the quality of the water that feeds the springs that support habitat for this species and that water-quality degradation is speculated to be caused by projects constructed and activities occurring over contributing and recharge zones of the Northern Segment of the Edwards Aquifer and within buffer zones for streams and other sensitive environmental features that make up the Salado Creek watershed; and

WHEREAS, Bell County, the Village of Salado, Salado Water Supply Corporation and the Clearwater UWCD share a common interest in continuing to develop new science and better understand the causal relationship between the condition of the Salado salamander, activities in the Salado Creek, and the Salado Spring Shed that are believed to threaten the salamander and its habitat; and

WHEREAS, the current and new available scientific evidence is not fully clear with respect to the potential impact on the Salado salamander, if any, of surface activities and the use and management of water resources within the Salado Creek watershed and Salado Creek Springshed and the extent to which those impacts are under the jurisdiction of one or more of the Parties hereto; and

WHEREAS, the Parties seek to engage the assistance of U.S. Geological Survey Water Science Team, the USFWS-Texas Fish and Wildlife Conservation Office (TXFWCO) to conduct scientific assessments of the Salado salamander and hydrogeology and recharge within the Edwards recharge zone and Salado Creek watershed within Bell County; and

WHEREAS, the Parties look forward to evaluating the assessments by USGS personnel, USFWS-TXFWCO and Dr. Yelderman, Baylor University Geology Department to determine next steps in decision making, including the undertaking measures designed to protect and minimize threats and impacts to the resources and related ecosystems within the affected watershed, which may also inure to the benefit of the Salado salamander; and

WHEREAS, the Salado salamander is listed as a threatened and not endangered species, the studies contemplated by this Agreement are intended to aid in each Party's determination whether to continue minimizing the known threats and/or pursue a Habitat Conservation Plan (HCP) that would insulate participants in the plan from federal liability under the ESA for the incidental take of the Salado salamander;

THEREFORE, in consideration of the mutual promises, obligations, and benefits to be derived by the Parties pursuant to this Agreement, Bell County, the Village of Salado, Salado Water Supply Corporation and the Clearwater UWCD each agree as follows:

1. Bell County, the Village of Salado, Salado Water Supply Corporation and the Clearwater UWCD will fund studies to evaluate Salado Creek and Salado Spring Shed and the Edwards BFZ water quality and use this information to better understand the threats and limit those threats to the threatened species and provide management of the water resources within the Salado Creek watershed that have potential impact on the Salado salamander and its habitat. The scope and budget for these studies are defined with more specificity in Paragraph 5 below and the attached Exhibits 1 and 2.

2. To fund these studies, the Parties agree collectively to contribute **\$53,000.00**. Each Party will contribute the following amount: Bell County, **\$15,000.00**; Village of Salado, **\$8,000.00**; Clearwater UWCD, **\$15,000.00**; Salado Water Supply Corporation, **\$15,000**. Based on discussions with third parties, the Parties hereto expect that other entities and/or individuals will join this Agreement by executing an addendum to this Agreement and contributing to the cost of the studies. As expected and received with the additional private sector contribution of **\$7,000.00**, the funds needed for the studies is fully subscribed bringing the combined total of public and private funding to **\$60,000** for FY16 (October 1st thru September 30, 2016).

3. The Bell County Auditor will serve as the fiscal agent for this Agreement. Bell County will serve as the contracting agent with respect to the contracts studies referenced in Paragraph 5,

4. Upon the execution of this Agreement by all Parties, each Party will send its contribution to the Bell County Auditor at:

Donna Eakin, C.P.A.
Bell County Auditor
Belton Historic Courthouse
101 E. Central Avenue
Belton, Texas 76513

5. The money collected pursuant to Paragraphs 2 and 4 above will be used to fund contracts with U.S. Geological Survey (USGS) Water Science Team, and United States Fish and Wildlife Service Texas Fish & Wildlife Conservation Office (TXFWCO)). The contract with USGS Water Science Team is to conduct a Hydrologic and Geochemical Investigation of the Northern Segment of the Edwards (Balcones Fault Zone) Aquifer in Bell County, Texas. The contract with TXFWCO is to collect trend data on the Salado Salamander (*Eurycea chisholmensis*) the Texas Fish and Wildlife Conservation Office (TXFWCO) to monitor the salamander populations at the Salado Springs Complex in Bell County, Texas. Dr. Joe Yelderian will provide technical oversight of the projects to the partners and to CUWCD in order that a fluid transfer of all data is available and understood by all parties. Residual funds from the contributions by the coalition partners is to provide leverage of grants and future funding sources, but none of the funds are to be expended without the consent of all Parties.

The scopes of work and budgets for each of these components of the contract work are attached as Exhibits 1 @ \$30,000.00 (USGS) and Exhibit 2 @ \$17,372.28 (TXFWCO), and Residual funds of \$12,627.72 to be set aside for further studies, grants and technical support deemed necessary and approved by all parties

6. By entering into this Agreement, no Party is committing to participate in the preparation of an HCP, to undertake any additional studies or work, or to contribute any additional money beyond that expressly set out herein. Each Party will independently evaluate the studies and make their own respective decision on matters related to the Salado salamander.

IN WITNESS WHEREOF, the Parties hereto, acting, under the authority of the respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, effective on the 5th day of November, 2015.

Agreed upon and approved by:

BELL COUNTY, TEXAS acting by and through its Commissioners Court

Attest:

County Judge or County Commissioner

County Clerk

Date: _____

Date: _____

VILLAGE OF SALADO, TEXAS

Attest:

Mayor

Village Secretary

Date: _____

Date: _____

SALADO WATER SUPPLY CORPORATION SALADO, TEXAS

Attest:

SWSC General Manager

Secretary

Date: _____

Date: _____

CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT

Attest:

President, Board of Directors

Secretary, Board of Directors

Date: _____

Date: _____

Invoice

Bell County Adaptive Management Coalition

Bill To:

Village of Salado
Attn: Kim Foutz
PO Box 219
Salado, TX 76571

Invoice #:

FY2016-VoS

Invoice Date:

10/12/15

Item Description	Period		Total
Research Efforts	FY2016	Memorandum of Agreement	\$8,000.00
TOTAL DUE			\$8,000.00

Please make check payable to:

Bell County Auditor

Remittance Address:

Bell County Auditor
Attn: Donna Eakin
P.O. Box 454
Belton, TX 76513

BOARD OF ALDERMAN
AGENDA ITEM MEMORANDUM

11/05/15
Item #4c
Consent Agenda
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DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Consider approving an Engagement Letter with Donald L. Allman, CPA, PC for the Annual Audit for the year ending September 30, 2015 for an amount not to exceed \$7,000.00.

STAFF RECOMMENDATION: Staff recommends approval.

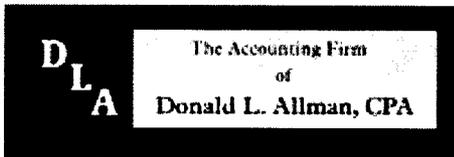
ITEM SUMMARY AND ANALYSIS: Pursuant to Chapter 103 of the Texas Local Government Code, the Village is required to have an annual audit and to have an annual financial statement prepared based on the audit. The accounting firm of Donald L. Allman, CPA has performed our audit for the last couple of years.

Please see the attached Engagement Letter. The firm expects to begin the audit on approximately December 15, 2015 and issue its report no later than March 15, 2016. The LGC requires that the annual financial statement be filed in the Village Secretary's office within 180 days after the last day of the municipality's fiscal year. March 15 will meet this requirement.

FISCAL IMPACT: The fee for services including expenses will not exceed \$7,000.00.

ATTACHMENTS:

- Proposed Agreement

ALG-CL-1.3: Audit Engagement Letter—Yellow Book

Donald Allman, CPA, PC
205 East University Ave., Ste. 165
Georgetown, Texas 78626
Email: dallman@donallmancpa.com

CERTIFIED PUBLIC ACCOUNTANT

July 22, 2015

To the Mayor and Members of the City Council and Ms. Kim Foutz, City Administrator

We are pleased to confirm our understanding of the services we are to provide the Village of Salado, TX for the year ended September 30, 2015. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village of Salado, TX as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village of Salado, Tx's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Salado, Tx's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budget to Actual Comparison
- 3) Schedule of Funding Progress

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Village of Salado, Tx and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Village of Salado, TX's financial statements. Our report will be addressed to the Mayor and City Council and City Administrator of Salado, TX. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph

that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Village of Salado, TX is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Salado, TX's compliance with the provisions of applicable

ALG-CL-1.3

(Continued)

laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Village of Salado, TX in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current

findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

We will provide copies of our reports to the Village of Salado, TX; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Donald L. Allman, CPA, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Bell County or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Donald L. Allman, CPA, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Bell County. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 15, 2015 and to issue our reports no later than March 15, 2016. Donald L. Allman, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$7,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,

Donald L. Allman, CPA, PC

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

11/5/15
Item #4d
Consent Agenda
Page 1 of 2

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Consider Resolution (R-2015-126) supporting the Keep Texas Beautiful, Inc., organization in Salado.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: This item was discussed at the November 10 BOA workshop. This resolution endorses Keep Salado Beautiful and its participation in the Keep Texas Beautiful program.

Keep Salado Beautiful is making application for the Governor's Community Achievement Award, given each year to 10 communities based on population. KSB is competing in the bracket for communities with a population up to 3,000. The program distributes \$2 million in funding from TxDOT across the 10 communities, with the amount based on population size. The funds are used for landscaping projects along local rights-of-way. A community's program is judged on achievements in seven areas:

- Community Leadership and Coordination
- Public Awareness
- Education
- Beautification and Community Improvement
- Litter Prevention and Cleanup
- Solid Waste Management
- Litter Law and Illegal Dumping Enforcement (

Application for the grant serves four purposes:

- Applying for the GCAA creates a written record of the community's environmental achievements which is helpful when applying for grants and state funding.
- Working toward the GCAA brings together various segments of the community, including schoolchildren, adult volunteers and law enforcement, creating a sense of community pride.
- Studies show that a focus on litter prevention and beautification has positive economic effects on the community, reducing crime rates, and increasing tourism and economic development.
- Winning a GCAA earns the community positive statewide recognition, prestige in the region and a plaque from TxDOT that can be displayed with pride in a prominent place, such as City Hall.

The proposed projects for this possible award include a second gateway sign and associated landscaping. Remaining funds, if any, would be utilized in our pocket park program. The application requires a resolution or ordinance indicating the BOA's support for KSB's efforts in these areas.

FISCAL IMPACT: This is a grant program. The community is applying for \$90,000. Funds are not distributed to the community; TXDOT bids and installs the improvements.

ATTACHMENTS:

- Resolution R-2015-126
- Seven elements evaluated in the Governor's Community Achievement Award
- KSB current projects



**VILLAGE OF SALADO
RESOLUTION R-2015-126**

**A RESOLUTION OF THE VILLAGE OF SALADO SUPPORTING THE
KEEP TEXAS BEAUTIFUL, INC., ORGANIZATION IN SALADO.**

WHEREAS, The Village of Salado desires to improve the physical quality of community life; and

WHEREAS, a clean environment contributes to the emotional, physical, and economic well-being of our citizens; and

WHEREAS, Keep Salado Beautiful has a mission to empower the citizens of Salado through public awareness to instill pride and take responsibility for enhancing their community environment; and

WHEREAS, Keep Salado Beautiful has made outstanding contributions in the areas of maintaining community and pocket gardens, encouraging the use of native plants, conducting educational programs, reducing litter, and the coordinating with the Main Street Improvements Program; and

WHEREAS, Keep Salado Beautiful is an affiliate of Keep Texas Beautiful, Inc., a statewide organization dedicated to beautifying and improving community environments through programming and education;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN
OF THE VILLAGE OF SALADO:**

Section 1: That the Board of Aldermen hereby endorses Keep Salado Beautiful and supports its participation with Keep Texas Beautiful, Inc., and

Section 2: The Board of Aldermen hereby recognizes the Keep Salado Beautiful Committee and gives support to its efforts to improve the quality of life for all Salado citizens.

APPROVED AND PASSED this 5th day of November, 2015, by a vote of

_____ (ayes) to _____ (nays) to _____ (abstentions).

Skip Blancett, Mayor

ATTEST:

Mary Ann Ray, Village Secretary

Keep Salado Beautiful will focus on meeting the seven elements of the Keep Texas Beautiful Governor's Achievement Award Program in order to earn a \$90,000 grant for Salado.

Community Leadership & Coordination

- Invite all area organizations to a place on our Board, to coordinate activities and plan events.
- Plan waste reduction events with area cities, coordinate with SISD, churches and civic groups, working with Eagle and Clawson
- Continue to seek Village funding, community membership funding and sponsorships, and seek COG and other grant funding to support special events.
- Increase volunteer support by public awareness campaign and work with Tourism and Chamber as staff time permits.
- Keep Texas Beautiful Board will provide training to develop mission and vision.

Public Awareness

- Improve technology by expanding social media, redesigning logo, exploring the involvement of a college intern
- Expand "Don't Mess With Texas" into Spring and Fall clean up days.
- Meet the achievement goals of Keep Texas Beautiful.

Education

- Develop more educational programs for adults and children. Provide the TCEQ handouts at the Art Fair
- Provide free teacher materials to our schools. Use the School garden as a community teaching opportunity.
- Develop a Teen Advisory Board that will help implement the goals of KSB

Beautification & Community Improvement

- Showcase the gardens and art of Salado by developing garden brochures and tours. Brochures will be available and included with Tourism packets.
- Organize Adopt-A-Spot program to assist our Volunteer group with the maintenance of untended areas.
- Work with the Village to design Gateway landscaping plans and other improvement projects.

Litter Prevention & Cleanup

- Conduct an online survey to determine areas that need litter/cleanup attention. Use this data to organize the next clean up day and determine the Adopt-A-Spot locations.
- Develop accurate volunteer litter prevention data protocols.

Solid Waste Management

- Organize and publicize a joint HHW with a neighbor city, set up some local collection sites.
- Collect recycle collection data from Clawson and Eagle.

Litter Law & Illegal Dumping Enforcement

- Discuss BOA ordinance changes and Mill Creek HOA rules to address litter laws and illegal dumping,



Keep Salado Beautiful

P. O. Box 895
Salado, TX 76571

Mission: to empower the citizens of Salado through public awareness to instill pride and take responsibility for enhancing their community environment.

Current Projects

1. **Maintain Gardens:** continue working with community partners, paid contract labor, and volunteers to cultivate these areas for the community and visitors enjoyment
 - a. Green Bridge
 - b. Salado Chamber of Commerce and Tourism Center – Demonstration Gardens
 - Eagle Scout drip line and compost demonstration projects
 - 1st Monday Gardeners maintain
 - c. Educational Center at Thomas Arnold Elementary
 - d. Sculpture Garden – A Village of Salado Park
 - e. Sirena – and Eagle Scout project
2. **Pocket Gardens with partner organizations:**
 - a. College Hill Park
 - b. Library
 - c. First United Methodist Church
 - d. Tablerock
 - e. St. Joseph Episcopal Church.
3. **Partner with Main Street Committee and Village to seek grants to enhance the Village**
 - a. Native Plant Grant for College Hill Park
4. **Special Events**
 - a. Quarterly community educational programs on timely topics.
 - b. Earth Day Celebration – annual event held in PACE Park, community education day for kids and adults
 - c. Spring and Fall Clean up Days
 - Coordinate with SISD Recycle program and provide Don't Mess with Texas resources to the SISD teachers
 - d. Garden Tours for visiting groups
5. **Utilize Salado High School technology students and UMHB Intern to develop materials and redesign website**
6. **Develop Adopt-A-Spot litter Reduction campaign and Adopt-A-Highway program**

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

11/5/15
Item #4e
Consent Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Discussion and possible action on a Resolution (R-2015-127) approving the Adopt-a-Spot Program coordinated through Keep Salado Beautiful.

STAFF RECOMMENDATION: Staff recommends approval

ITEM SUMMARY AND ANALYSIS: This item was discussed at the October 15 BOA workshop. The goal of the “Adopt-A-Spot Program” is to encourage volunteerism in the community, develop a sense of community pride and ownership in Salado’s’ image, enhance the conditions and usability of Salado’s’ open space and parks, and further enhance the community landscape in an effort to beautify the community. Highlights of the proposed program include:

- Keep Salado Beautiful administers the program
- Participants may include individuals, community based groups, service clubs, fraternal organizations, youth groups, private clubs, churches, schools, and businesses
- Adoption opportunities: litter removal, graffiti removal, vegetation control, tree and shrub planting.
- Sites may include parks, open spaces, and certain right-of-way
- Recognition signs will be erected (2’x2’); signs to be paid for by application fees
- Safety orientation required
- Application, insurance (if available), and other documentation; \$20 application fee to pay for the recognition sign
- Adoption duration: 9 to 12 months

The establishment of the Keep Salado Beautiful Adopt-A-Spot Program will enhance Salado’s opportunities for the 2015 Governor’s Community Achievement Award grant.

FISCAL IMPACT: None

ATTACHMENTS:

- Resolution R-2015-127
- Adopt-a-Spot Guidelines



VILLAGE OF SALADO

RESOLUTION NO. R-2015-127

A RESOLUTION OF THE VILLAGE OF SALADO BOARD OF ALDERMEN OF THE VILLAGE OF SALADO APPROVING THE “ADOPT-A-SPOT PROGRAM”

WHEREAS, the goal of the “Adopt-A-Spot Program” is to encourage volunteerism in the community, develop a sense of community pride and ownership in Salado’s’ image, enhance the conditions and usability of Salado’s’ open space and parks, and further enhance the community landscape in an effort to beautify the community; and

WHEREAS, adoption types within the “Adopt-A-Spot Program” include but are not limited to litter removal, graffiti removal, vegetation control, and tree and shrub planting within Village of Salado parks, open space, and certain right of way; and

WHEREAS, the “Adopt-a-Spot Program” is detailed in the “Village of Salado Adopt-A- Spot Program” description, attached hereto as Exhibit A and incorporated fully herein.\

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

1. The Village of Salado Board of Aldermen has considered the full record before it, which may include but is not limited to such things as the Keep Salado Beautiful report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The City Council hereby approves the “Adopt-A-Spot Program” as detailed in Exhibit A, and authorizes the Village Administrator, Keep Salado Beautiful, and or designee as further set forth in Exhibit A to implement the Adopt-A-Spot Program consistent with the attached policy.

PASSED AND ADOPTED this 5th day of November, 2015, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions).

ATTEST:

APPROVED:

Mary Ann Ray, Village Secretary

Skip Blancett, Mayor

EXHIBIT A

VILLAGE OF SALADO AND KEEP SALADO BEAUTIFUL ADOPT-A-SPOT PROGRAM

1. Purpose

The purpose of the Adopt-A-Spot Program is to encourage and support volunteerism in the community, to develop a sense of community pride and ownership in Salado's' image, while enhancing the conditions and usability of Salado's' open space, parks, and certain right of ways and to further enhance the community landscape in an effort to beautify the community.

2. Authority

Keep Salado Beautiful, with approval of the Village Administrator, has the authority to implement the Adopt-A-Spot program in accordance with this Policy. The President of Keep Salado Beautiful or designee, with approval of the Village Administrator, may approve or deny requests to participate in the Adopt-A-Spot program and may enact administrative guidelines or procedures to further implement this Policy.

3. Eligibility

A. An individual or organization may request to participate in the Adopt-A-Spot Program. All requests shall be made to Keep Salado Beautiful consistent with this Policy and as further discussed below. The Village of Salado encourages individuals, community-based groups, service clubs, fraternal organizations, youth groups, private clubs, churches, schools and businesses to participate.

B. All participants shall be 13 years or older. All participants under the age of 18 years old shall be accompanied by an adult 18 years of age or older at all times.

4. Adoption Opportunities

The four (4) adoption opportunities, as listed below, reflect the primary maintenance or beautification opportunities in the Adopt-A-Spot Program, which may be modified by the Board of Aldermen at any time.

1. Litter removal: Removing litter within the adopted area several times per month as agreed upon by adopter and Keep Salado Beautiful.
2. Graffiti removal: Painting over graffiti within the adopted areas as needed.
3. Vegetation Control: Vegetation control can be performed by hand pulling of weeds, hoeing, pruning, applying weed barrier(s) and/or applying mulch within the adopted area.
4. Tree and Shrub Planting: Planting and establishing trees and/or shrubs according to Keep Salado Beautiful and Village's approved guidelines within the adopted area.

5. Establishing Adoption Sites

All Village parks, open spaces, median, and certain right of way areas are eligible to be adopted under this Policy, subject to the approval of Keep Salado Beautiful and Village Administrator or designee. Eligibility of right of way areas will be determined based on r-o-w width, setbacks, and safety conditions.

6. Terms and Conditions

The general terms and conditions for participation in the program are set forth in Exhibit 1 and attached to this Policy.

7. Recognition Signs

Keep Salado Beautiful may recognize contributions made through the program by displaying the adopter's name (without any logo or other symbol) on a recognition sign designed and installed by the Village. The sign shall have a maximum size of two (2) feet in width by two (2) feet in height. The design, lettering, color, size, and other features of all recognition signs shall be uniform. The recognition sign, if any, shall be installed in the general vicinity of the adopted area, subject to the discretion of Keep Salado Beautiful or designee and Village Administrator.

8. Program Application

Any interested individual or organization may request an application form from Keep Salado Beautiful, who will either send an application form to the requester, or make the application form available online.

Once a fully completed application is submitted to Keep Salado Beautiful, the completed application will be reviewed internally, by Keep Salado Beautiful and final approval from the Village if deemed necessary. A completed application packet shall include:

- a. Completed Application Form
- b. Completed Adoption Application and Agreement (Exhibit 1)
- c. Completed Waiver of Liability Form
- d. Certificate of Liability Insurance, if applicable
- e. Any other documents required by Keep Salado Beautiful
- f. A fee of \$20.00 to pay for the recognition sign

The Keep Salado Beautiful Board will review the application and associated documentation and make a recommendation to the Village Administrator to approve or deny the request to participate in the program including any modifications that should be made to the application. The Village Administrator will approve or deny the application based upon the recommendation, approval shall not be unreasonably withheld.

9. Safety Orientation

Once the application has been approved, all applicants will be required to attend a safety orientation. A safety orientation will be provided by Keep Salado Beautiful to ensure that the individual or group leader has received the necessary training and information to participate in the program in a safe manner. Additional training may be required subject to the discretion of Keep Salado Beautiful. A separate safety orientation or training is required for each adoption site.

10. Adoption Duration

The adoption period shall be a minimum of nine (9) months and up to a maximum of twelve (12) months. Keep Salado Beautiful may renew the adoption period for up to nine (9) months and up to a maximum of twelve (12) months, provided there are no other requests from other individuals or organizations to adopt the same site. Each site will be limited to one adopter at a time and will be on a first come, first served basis, based upon the submittal of a completed application.

11. Other Policies

Nothing in this Policy is intended to supersede or limit any other Village of Salado Policy.

EXHIBIT 1

**KEEP SALADO BEAUTIFUL
ADOPT-A-SPOT
APPLICATION AND AGREEMENT**



Adopt-a-Spot Guidelines

What is Adopt-a-Spot?

A program that provides opportunity to cultivate community involvement through volunteerism!

The Village of Salado encourages families, neighborhoods, community groups and business organizations to get involved to help our environment and preserve our parks, gardens, trails and creeks. These areas contribute to the quality of life enjoyed by residents and provide a foundation to foster ongoing economic and commercial development of the community.

The Village of Salado has several public spaces and other special use areas to be adopted. The Village of Salado and Keep Salado Beautiful (KSB) works diligently to provide citizens with clean, attractive and well-maintained areas. The number of public areas in the Village of Salado presents a challenge of keeping each public space in its highest condition. With your enthusiasm, willingness and effort we can better keep our Parks and public spaces in top condition.

What can you do?

You or your organization can choose to adopt and clean areas such as:

- Public right-of-ways, medians
- Public parks
- Hike and Bike Trails
- Waterways
- Pocket Parks
- Open spaces

Help with Maintenance:

All our public spaces have the same needs; therefore, participant (s) can:

- weed/rake, pick up litter, clean picnic tables, remove debris,
- sweep courts and pathways, install dog litter pick up stations,
- report graffiti and report park hazards,
- other projects as approved by Keep Salado Beautiful Board of Directors.

Special Projects/Beautification Projects:

If there is a project other than litter cleanup you would like to do such as: Tree planting, flower beds, installing dog litter pick up stations, public art, birdhouses, building gateways, graffiti cover-up, painting projects, etc. Please contact Keep Salado Beautiful at (254) 947-8634 or email: KeepSaladoBeautiful@yahoo.com

How it works

General Guidelines:

Adopt-A-Spot is open to community groups, civic organizations, churches, businesses, families, and individual citizens. Public sites or trail sections are given out on a first-come, first served basis.

Minimum Commitment:

Once a participant has selected a park/trail/ and been approved, the participant (s) will maintain the adopted area for a minimum of (9) months to one (1) year. Within that period, the participant (s) will service their area four (4) times throughout that year. Participant (s) will need to pre-schedule the days they will serve.

Initial Adoption Process:

Step 1 – The group leader or volunteer must complete, sign and return the Adopt-a-Spot Volunteer Application, Group/Volunteer Contact Information form, \$20 application fee (fee is waived for SISD), and Release and Waiver of Liability and Assumption of All Risk form to The Village of Salado and Keep Salado Beautiful.

Step 2 – All members of a group must complete, sign and return the Adopt-a-Spot Volunteer Application, Group/Volunteer Contact Information form and Release and Waiver of Liability form and Assumption of All Risk form.

** (Minors are required to have a parent or legal guardian's signature on the Adopt-a-Spot Volunteer Application.)*

Step 3 – The Keep Salado Beautiful Board will process your forms and contact you with your notice of approval or denial.

Step 4 – Once approved, a Keep Salado Beautiful member will train the participant or group leader and review Safety Guidelines. Then you will be considered active volunteers.

Step 5 – Contact Keep Salado Beautiful for materials you may need to assist you in your clean up.

Track your hours:

Participant(s) must keep track of hours spent volunteering. The office members of Keep Salado Beautiful, documents this information and tabulates yearly totals, which helps the program in the following ways:

- Accounts for total donated time to Keep Salado Beautiful for annual statistic reports.
- Confirms the growth or decline in volunteer participation.
- Justifies the need for more tools and supplies when asking for grants.

Add or remove members from your group:

- New members who join your group must sign and return a Adopt-a-Spot Volunteer Application, Group/Volunteer Contact Information form and Release and Waiver of Liability and Assumption of All Risk form prior to performing any tasks in the park.
- Group leaders are responsible for training new members in their tasks and reviewing the program guidelines.
- Group leaders must inform in writing to Keep Salado Beautiful when group members leave the group.

Materials:

Keep Salado Beautiful (254) 947-8634 will provide you with tools and supplies to assist you in your duties. (While supplies last) This helps you do your job, and keeps our parks, public spaces, and trails clean!

- Bags and gloves
- Garbage picker-upper
- First Aid Kit and sunscreen (Group Leaders)

Recognition:

Participants and groups who wish to Adopt-a-Spot will receive recognition from Keep Salado Beautiful in the form of a standardized sign posted at the facility that they have maintained, a Certificate of Appreciation signed by the Keep Salado Beautiful Board of Directors and at a Aldermen Meeting.

What are the benefits in being an Adopt-a-Spot Volunteer?

Help beautify our parks and community.

Gain a sense of community and park pride

Help preserve our natural resources

Meet new people

Contribute to the “Quality of Life” in the Village of Salado

Great way to get exercise

Personal satisfaction of helping others

Contribute to “Gold Star” Status with Keep Salado Beautiful

Sign me up:

Contact Keep Salado Beautiful either by phone (254) 947-8634 or email at:

KeepSaladoBeautiful@yahoo.com and request the Adopt-a-Spot package which includes the following forms: Adopt-a-Spot Guideline, Adopt-a-Spot Volunteer Application, Group/Volunteer Contact Information form, and a Release and Waiver of Liability and Assumption of All Risk form. Or, you may mail it to: Keep Salado Beautiful, P.O. Box 895 c/o Adopt-A-Spot Program, Salado, Texas, 76571.



ADOPT-A-SPOT PROGRAM
Adopt-a-Spot Volunteer Application
 (Required for each volunteer)

Area interested in adopting: _____

Special or Beautification project you're interested in: _____

What month/date you will volunteer:

Month: _____ Date: _____ Month: _____ Date: _____

Month: _____ Date: _____ Month: _____ Date: _____

Month: _____ Date: _____ Month: _____ Date: _____

Number of participants in your group: _____

Terms and Conditions:

1. Term: Subject to terminate at any time with or without cause, this application agreement shall be in full effect until the date of your resignation or one year from approval.
2. Conditions:
 - a. Each volunteer shall fulfill four separate days of volunteer service in the area approved by Keep Salado Beautiful and report any hazards to the Village of Salado staff.
 - b. The contact person shall record all volunteer hours and turn them into Keep Salado Beautiful (KSB) at P.O. Box 895, Salado, Texas 78613 or via email at KeepSaladoBeautiful@yahoo.com
 - c. Each volunteer shall sign this Volunteer Application and a Group/Volunteer Contact Information Form and Release & Waiver of Liability and Assumption of All Risk form. Volunteers under the age of 18 must have a parent/guardian signature.
 - d. Each volunteer will be expected to review and adhere to the Responsibilities and Safety Guidelines below.
 - e. Keep Salado Beautiful may photograph or videotape the events or activity in which the volunteers is participating in for purpose of promoting the KSB and Village of Salado and its services/programs, with the following understanding that no compensation of any kind will be paid to the participant.
 - f. Insurance: The Village of Salado nor KSB will provide no medical or death insurance to any volunteer. All volunteers are expected and encouraged to have their own medical or health insurance plans in effect.
 - g. Each volunteer acknowledges that there is no salary or other compensation, or prizes of any kind to be provided by the Village of Salado or Keep Salado Beautiful for their services as a volunteer.
 - h. Each volunteer understands that their schedule will be stated in this Adopt-a-Spot Volunteer Application and any changes to their schedule is subject to the approval, in advance, by the Keep Salado Beautiful Board.
 - i. A \$20 application fee is collected which will go towards the costs of project signage. Fee is waived for SISD.

Responsibilities and Safety Guidelines

Participant(s) Responsibilities:

- Conduct a general cleaning of the adopted area a minimum of four (4) times per year.
- Place all collected litter in garbage bags.

- Obey all laws, regulation, of the Village of Salado and the State of Texas, and abide by every term and condition of the Adoption Application.
- Provide adult supervision for volunteers 15 years of age and younger.
- The volunteer shall not subcontract or assign its duties or responsibilities to any other individual or entity.
- Prohibit possession or consumption of any alcoholic beverage.
- Wear safety gear and equipment as needed.
- Submit your cleanup information to the Keep Salado Beautiful.
- Appoint an individual to act as spokesperson.
- At the end of the year, volunteer (s) will have the option to renew for an additional year.

Keep Salado Beautiful

- Provide and maintain the Adopt-a-Spot signage.
- Provide safety vests and trash bags. (while supplies last)
- Keep and maintain clean up records.
- Provide list of sites to be adopted.
- Remove filled trash bags or other debris after completion of maintenance.

Safety Guidelines

Do's

- Do wear light or bright colored clothing, boots or closed-toe shoes are required.
- Do use sun block or wear a hat for sun protection; wear gloves at all times during the cleanup project (leather gloves are recommended; latex or plastic OK for light pickup).
- Do work during park hours.
- Group leader should carry small first aid kit.
- Drink water or hydrating beverages often; avoid caffeinated drinks; alcohol is strictly prohibited.
- Do supervise children at all times.
- Do tie bags before putting in receptacles.
- Do maintain sharp lookout for motorized vehicles and equipment.

Don'ts

- Don't overexert yourself. (Be sure to take breaks.)
- Don't stomp on bags.
- Don't stand on narrow ledges or uneven landings.
- Don't get close to roadways.
- Don't pick up materials you suspect might be hazardous, such as
 - Hypodermic needles
 - Medical waste, or condoms
 - Chemicals containers
 - Dead or wounded animals

Please call Group Leader first then the Village of Salado to report Hazardous Materials.

I HAVE READ EACH PARAGRAPH ABOVE AND AGREE TO ABIDE BY THIS AGREEMENT.

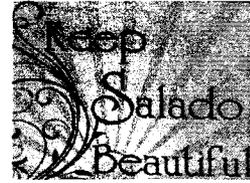
Participant Signature

Keep Salado Beautiful

Parent/Legal Guardian
(If participant is under the age of 18)

Date: _____

Minor's Name: _____



ADOPT-A-SPOT PROGRAM
Group/Volunteer Contact Information
(Required for each volunteer)

Group Name

Volunteer Name

Date of Birth

Minor's Name

Mailing Address

City

State

Zip

Phone (day)

Cell Phone

Email Address

Emergency Contact/Relationship

Emergency Contact Phone Number

Volunteer's Signature/Parent/Guardian

Signature of KSB President

How did you hear about the Adopt-a-Spot Program: _____



RELEASE AND WAIVER OF LIABILITY
AND
ASSUMPTION OF ALL RISK
(Required for each volunteer)

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____ 20__ by _____ (the "Volunteer"

Parent/Guardian) in favor of VILLAGE OF SALADO, a Texas Municipal Corporation ("Salado"), its elected officials, officers, employees, board members and agents. I/We desire to serve as volunteer(s) for the Village of Salado in the Keep Salado Beautiful Adopt-a-Spot program, and therefore I/(We) do hereby freely, voluntarily, intentionally, and unconditionally execute this Release and Waiver of Liability under the following terms:

1. WAIVER AND RELEASE: I/(WE), BEING THE VOLUNTEER(S) AND/OR LEGAL GUARDIAN DO SPECIFICALLY HEREBY FULLY, COMPLETELY, UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE, INDEMNIFY, AND HOLD HARMLESS THE VILLAGE OF SALADO, TEXAS, IT'S ELECTED OFFICIALS, OFFICERS, EMPLOYEES, BOARD MEMBERS, AND AGENTS AND THEIR SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR ACTIONS, SUITS, DAMAGES, COSTS, EXPENSES, INTEREST, ATTORNEY FEES, DUE TO THEIR NEGLIGENCE OR GROSS NEGLIGENCE OR MY/OUR OWN NEGLIGENCE, KNOWN OR UNKNOWN WHICH I/(WE) MAY CURRENTLY HAVE OR MAY HAVE IN THE FUTURE, OF WHATEVER KIND OR NATURE, EITHER IN LAW OR EQUITY, WHICH ARISES OR MAY HEREAFTER ARISE FROM MY/OUR VOLUNTEER ACTIVITIES WITH THE VILLAGE OF SALADO. I/(WE) UNDERSTAND AND ACKNOWLEDGE THAT THE EXECUTION OF THIS RELEASE DISCHARGES AND WILL FOREVER DISCHARGE THE VILLAGE OF SALADO AND ITS OFFICERS, EMPLOYEES AND ELECTED OFFICIALS FROM ANY LIABILITY OR CLAIM WHATSOEVER THAT I/(WE) MAY HAVE AGAINST VILLAGE OF SALADO ITS OFFICIERS AND EMPLOYEES FOR THEIR NEGLIGENCE OR GROSS NEGLIGENCE WITH RESPECT TO ANY BODILY INJURIES, ILLNESSES, DEATH, OR PROPERTY DAMAGE WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM MY VOLUNTEER ACTIVITIES WITH THE VILLAGE OF SALADO. I/(WE) FURTHER UNDERSTAND THAT THE VILLAGE OF SALADO ASSUMES NO RESPONSIBILITY FOR AND IS NOT OBLIGATED IN ANY WAY TO PROVIDE FINANCIAL ASSISTANCE OR

OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE, IN THE EVENT OF INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE.

2. MEDICAL TREATMENT: I/(WE) DO HEREBY FURTHER RELEASE AND FOREVER DISCHARGE THE VILLAGE OF SALADO AND IT'S ELECTED OFFICIALS, OFFICERS, EMPLOYEES, BOARD MEMBERS, AND AGENTS FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY EMERGENCY FIRST AID, EMERGENCY MEDICAL TREATMENT, OR EMERGENCY SERVICE RENDERED IN CONNECTION WITH MY VOLUNTEER ACTIVITIES WITH THE VILLAGE OF SALADO. I/(WE) FURTHER UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT THE EXECUTION OF THIS RELEASE WILL RELEASE THE VILLAGE OF SALADO ITS OFFICERS, EMPLOYEES AND ELECTED OFFICIALS FROM ANY FINANCIAL OR OTHER ASSISTANCE TO ME IN THE EVENT OF ILLNESS, INJURY, OR DEATH RESULTING FROM ANY ACTIVITIES DIRECTLY OR INDIRECTLY I MAY HAVE AS A VOLUNTEER WITH THE VILLAGE OF SALADO.
3. ASSUMPTION OF THE RISK: I/(WE) RECOGNIZE AND UNDERSTAND THAT THE VOLUNTEER ACTIVATES WITH THE VILLAGE OF SALADO SHALL INCLUDE, BUT ARE NOT LIMITED TO, INHERENTLY HAZARDOUS ACTIVITIES SUCH AS PICKING UP TRASH AND DEBRIS ALONG PUBLIC ROADS AND STREETS, CONSTRUCTION SITES, HILLY OR ROUGH GULLIES, AND TRAVELING TO AND FROM THE WORK SITES. I/(WE) HEREBY EXPRESSLY AND SPECIFICALLY ASSUME ALL OF THE RISK OF INJURY OR HARM WHETHER KNOWN OR UNKNOWN AS A RESULT OF MY(OUR) VOLUNTEER SERVICES.
4. Other: I/(We) expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by the law of the State of Texas. I/(We) agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions hereof which shall continue to be enforceable. I/(We) hereby grant and convey unto the Village of Salado all rights, titles, and interest in any and all photographic images and/or video or audio recordings made by the Village of Salado during my activities with the Village of Salado, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I/(We) understand and agree that the Village of Salado is not agreeing to employ me, and that no employer/employee relationship exists between the Village of Salado and myself/ourselves. I/(We) further understand and agree that this is the final, complete and only agreement between myself/ourselves and the Village of Salado.

5. Read and Understood: I/(We), before signing this agreement, state that I/(We) have carefully read each and every paragraph of this agreement and understand each and every paragraph and have had sufficient opportunity to have an Attorney, if I/(We) so desire, advise me about the legal effect of the terms and conditions of this Release and Waiver of Liability. I/(We) choose to sign this agreement as written without modification.

In witness whereof, I/(We) have executed this Release in duplicate originals as of the day and year first above written.

Participant Signature

Date

Parent/Legal Guardian
Signature
(If participant is under the
Age of 18)

Date

Minor's Name

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

November 5, 2015
Item #4f
Consent Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Presentation, discussion and possible action on professional services agreement with Kasberg, Patrick and Associates for professional services associated with Phase I of the Wastewater Treatment Plant Design, Archeological Services, Environmental Site Assessment, and Final Design of the Royal Street Lift Station, Force Main and Gravity Sewer

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: The following professional services are included in the professional services agreement:

1. Phase I WWTP -- Basis of Design for Wastewater Treatment Plant improvements consisting of detailing the necessary improvements to allow submittal of the Preliminary Engineering Report (PER) to TCEQ. *A separate agreement will be provided for Phase II, which will consist of the Final Design of the WWTP.*
2. Archeological services to allow clearance of Phase I Wastewater System Improvements currently under design by KPA (Main Street, Thomas Arnold, West Village and associated improvements), proposed WWTP site, and Royal Street lift station and associated gravity sewer and force main improvements.
3. Preparation of an Environmental Site Assessment for the Phase I Wastewater System Improvements currently under design by KPA (Main Street, Thomas Arnold, West Village and associated improvements), proposed WWTP site, and Royal Street lift station and associated gravity sewer and force main improvements.
4. Final Design of Royal Street lift station and associated gravity sewer and force main improvements.

FISCAL IMPACT: Information on the cost for these professional services will be available prior to the BOA meeting.

ATTACHMENTS:

- Proposed Professional Services Agreement – Will be sent out by separate email prior to the meeting.

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

11/05/15
Item #5
Regular Agenda
Page 1 of 2

DEPT/DIVISION REVIEW:

Kim Foutz, Village Administrator
Alderman McDougal, Streets Improvement Committee

ITEM DESCRIPTION: Discussion and possible action on authorizing Change Order #4 to the street improvement contract with APAC-Texas, Inc. DBA Wheeler from Belton, Texas for the 2015 Street Rehabilitation Program increasing the scope and contract in an amount not to exceed \$3,113.36.

STAFF RECOMMENDATION: Approve change order. The Street Improvement Committee also recommends approval.

ITEM SUMMARY AND ANALYSIS: On March 5, 2015 the Board of Aldermen approved a Street Improvement contract with APAC-Texas Inc. DBA Wheeler in the amount of \$305,620. On April 23, 2015 the BOA approved Change Order #1, reducing the contract amount by \$52,205.50 yielding a net contract amount of \$253,414.50. Change Order #2 increased the contract amount by \$2,539.50 with a net contract amount of \$255,954.00. Change Order #3 increased the contract amount by \$11,798.95 with a net contract amount of \$267,752.95 This Change Order #4 is anticipated to be the last change and is in the amount of \$3,113.36, making a final net contract amount of \$270,866.31.

This change order includes adjustments identified by the Street Improvement Committee including the following:

- Reconciles all expenditure types
- Adds double 4-inch width yellow solid striping and reflectorized raised pavement markers from the terminus of the Mill Creek road street improvements to the low-water bridge crossing. It is anticipated that this improvement will improve the safety of the roadway, especially since there is no lighting and the road winds.

FISCAL IMPACT: There is \$400,000 in this fiscal year's budget for all street improvements. Below is a summary for the FY 2015 Streets Program including Change Order #1, #2, #3 and #4.

Options:	Award of Bid	Notes
Mill Creek - hot mix	\$ -	
Salado Plaza - hot mix	\$ 91,907	
Thomas Arnold - hot mix	\$ 45,071	
Mill Creek -seal coat, fog, pt	\$ -	
Mill Creek ribbon curb	\$ -	
Salado Plaza ribbon curb	\$ 117,663	
Thomas Arnold ribbon curb	\$ 50,980	
SUBTOTAL	\$ 305,620	
Less Change Order #1	-\$52,205.50	
Plus Change Order #2	+2539.50	
SUBTOTAL CHANGE ORDERS	-\$49,666	
Plus Change Order #3	+\$11,798.95	
Plus Change Order #4	\$3,113.36	
NET PAVING CONTRACT	\$270,666.31	
Seal coat - Royal	\$9,750	\$9,750 point repair; seal coat cost delayed to FY 2015-16**
Seal coat - Baines	\$7,150	\$7,150-point repair; seal coat cost delayed to FY 2015-16**
Seal coat - Chisholm	\$0	Seal coat cost delayed to FY 2015-16**
Eng A,B,C,D & curbing	\$61,500	Committed
Inspection	\$0	Not including
Testing	\$8,762	Final
Crack seal	\$20,000	Committed
Cold mix material	\$3,441	Committed by contract w/County
SUBTOTAL - OTHER	\$110,663	
TOTAL STREET PROGRAM	\$381,469.31	**The remainder of County seal coat costs (\$60,230-\$16,900=\$43,330) will be taken out of the FY 2015-16 Streets Improvement Program budget

ATTACHMENTS:

Change order #4

CHANGE ORDER

PROJECT: **2015 Street Rehabilitation Project**
 OWNER: **Village of Salado**
 CONTRACTOR: **APAC-Texas, Inc. DBA Wheeler**
 ENGINEER: **Kasberg, Patrick & Associates, LP**
 CHANGE ORDER #: **4**

Make the following additions, modifications or deletions (circle those that apply) to the work described in the Contract Documents:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>
D-1	For Mobilization, Bonds and Insurance, Complete For (For Add'l Mill Creek Striping - Salado Plaza to Low Water Crossing)	100%	LS	\$ 1,172.01	\$ 1,172.01
D-2	Double 4" Width Yellow Solid Striping, TxDOT Type I Material (Thermoplastic)(For Add'l Mill Creek Striping - Salado Plaza to Low Water Crossing)	1,250	LF	\$ 1.25	\$ 1,562.50
D-3	Type II (Double Sided) Reflectorized Raised Pavement Markers(For Add'l Mill Creek Striping - Salado Plaza to Low Water Crossing)	66	EA	\$ 4.10	\$ 270.60
D-4	Furnish & Install Two-Course Penetration Surface Treatment, Complete in Place For (Overrun from Contract Quantity)	30	SY	\$ 4.85	\$ 145.50
D-5	Furnish & Install Fast Set Fog Seal (Overrun from Contract Quantity)	30	SY	\$ 0.45	\$ 13.50
D-6	Double 4" Width Yellow Solid Striping, TxDOT Type I Material (Thermoplastic) (Underrun from Contract Quantity)	-57	LF	\$ 1.25	\$ (71.25)
D-7	Type II (Double Sided) Reflectorized Raised Pavement Markers (Overrun from Contract Quantity)	5	EA	\$ 4.10	\$ 20.50
Sub-Total					\$ 3,113.36

DRAFT

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay (for which only revised time is available), extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change Order.

Original Contract Amount	\$	<u>305,620.00</u>
Previous Net Change in Contract Amount	\$	<u>-37,867.05</u>
Net Change in Contract Amount	\$	<u>3,113.36</u>
Revised Contract Amount	\$	<u>270,866.31</u>
Original Contract Time		<u>90 calendar days</u>
Previous Net Change in Contract Time		<u>79 calendar days</u>
Net Change in Contract Time		<u>45 calendar days</u>
Revised Contract Time		<u>214 calendar days</u>
Original Final Completion Date		<u>July 15, 2015</u>
Revised Final Completion Date		<u>November 16, 2015</u>

DRAFT

Recommended By Engineer: _____ Approved By Contractor: _____
 By _____ Date _____ By: _____ Date _____
 Approved by Village of Salado:
 By: _____

BOARD OF ALDERMAN

AGENDA ITEM MEMORANDUM

11/05/15
Item #6
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Presentation, discussion and possible action approving a proposed wastewater service territory and an application for a Certificate of Convenience and Necessity (CCN) through the Public Utility Commission of Texas.

STAFF RECOMMENDATION: Staff recommends approval.

ITEM SUMMARY AND ANALYSIS: At the September 17, 2015 Board of Aldermen meeting the BOA approved a professional services contract with KPA Engineering to prepare a service territory map and to prepare an application for a Certificate of Convenience and Necessity. In order to proceed with the application, a proposed territory must be approved by the Board. Attached for consideration is a map of the proposed service area.

A Certificate of Convenience and Necessity (CCN) gives a CCN holder the exclusive right to provide retail water and/or sewer utility service to an identified geographic area. Municipalities and districts are not required to have a CCN; however most municipalities do establish a CCN. A district or municipality may not provide services within an area for which another utility holds a CCN unless the district or municipality has a CCN itself for that area.

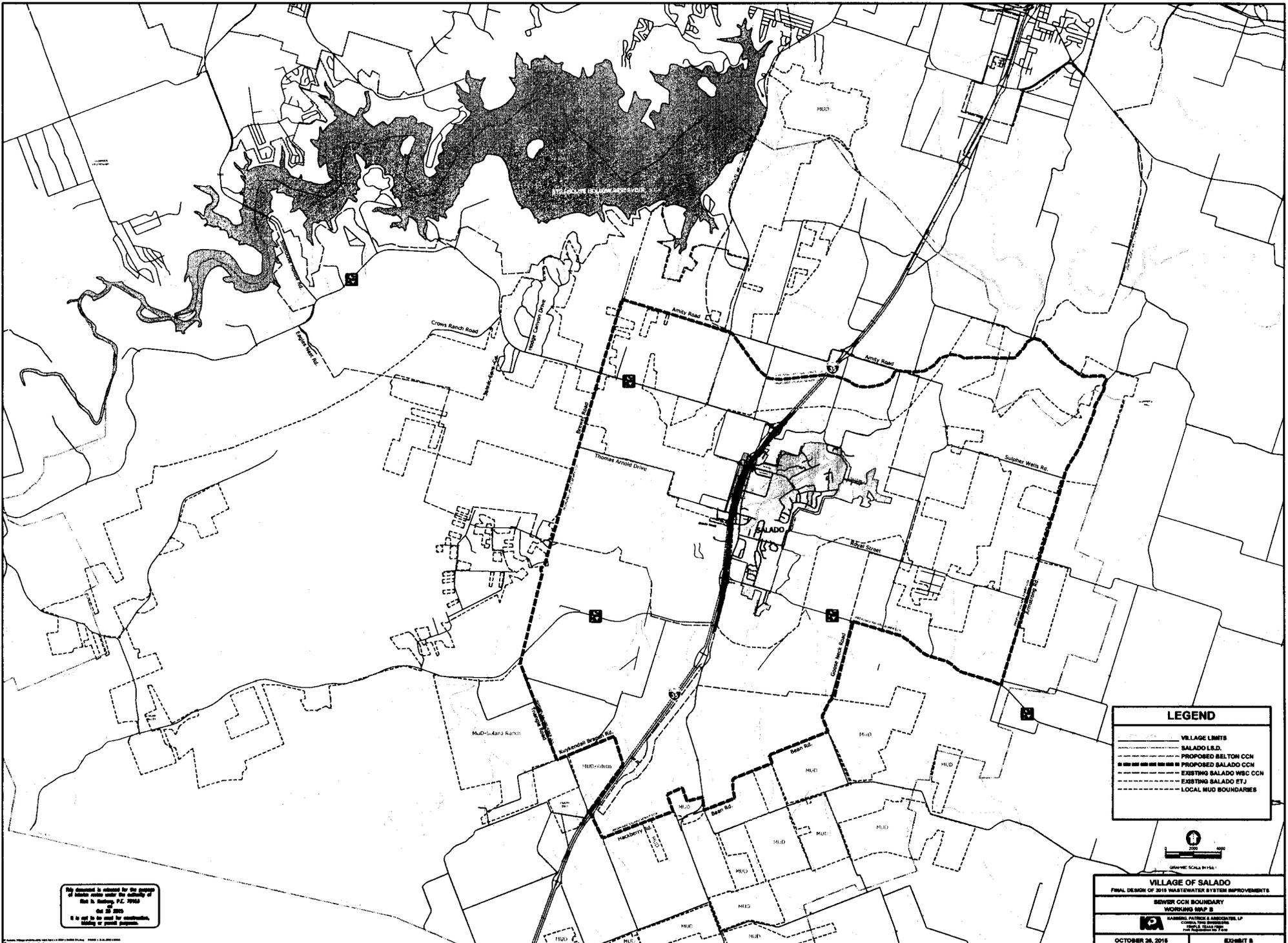
In preparation of the proposed area, multiple criteria was utilized including: Village Extraterritorial Jurisdiction, surrounding established wastewater CCNs, surrounding established water CCNs, existing Municipal Utility Districts, surrounding city ETJs, anticipated growth areas, and drainage basins.

The application can be completed within 90 days and it is anticipated that the approval process will take approximately six to nine months, assuming there are no contested hearings. **A representative from KPA will be available at the meeting to discuss the map and related service territory.**

FISCAL IMPACT: The professional services contract was awarded in the amount of \$36,800. It is anticipated that there will be other expenditures related to this initiative including filing fees with the state as well as published notices. Proposed fees do not include costs associated with contested hearings or financial forecasts or rate schedules that may be necessary for the preparation of the application. Also, if the BOA chooses to hire an attorney to shepherd the application through the process, additional professional services fees will be incurred.

ATTACHMENTS:

- Proposed CCN map



This document is submitted for the design of the sewer system under the design of the Village of Salado, P.C. 1998. It is not to be used for construction. Liability for errors is assumed.

LEGEND	
	VILLAGE LIMITS
	SALADO L.S.D.
	PROPOSED BELTON CCM
	EXISTING SALADO WBC CCM
	EXISTING SALADO ETJ
	LOCAL MUD BOUNDARIES



VILLAGE OF SALADO	
FINAL DESIGN OF 2010 WASTEWATER SYSTEM IMPROVEMENTS	
SEWER CCM BOUNDARY	
WORKING MAP 8	
 WARDEN PATRICK & ASSOCIATES, L.P. CONSULTING ENGINEERS 11001 W. STATE ST. #200 FORT WORTH, TEXAS 76134	
OCTOBER 26, 2016	EXHIBIT 8

BOARD OF ALDERMAN
AGENDA ITEM MEMORANDUM

11/05/15
Item #7
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Kim Foutz, Village Administrator

ITEM DESCRIPTION: Presentation, discussion, and possible action on a variance to Section 4.2b, Protection of Drainage and Creek Areas, of the Subdivision Ordinance in accordance with Ordinance 2008-20 Flood Damage Prevention Ordinance, Section 4D Variance Procedures, for the Creekside Meadow subdivision.

STAFF RECOMMENDATION: Staff and the Village Engineer recommend approval. See attached letter from the Village Engineer.

ITEM SUMMARY AND ANALYSIS: In accordance with the Village Subdivision Ordinance and Flood Damage Prevention Ordinance, the applicant, Randy Taylor hired an engineer to prepare an application and associated documentation for a Conditional Letter of Map Revision (CLOMR) to be approved by FEMA. The application is for the Creekside Meadow / Tuscany on the Creek subdivision which is just off of Van Bibber Road.

Since that time, the CLOMR was approved by FEMA and the Village Engineer has reviewed the application and recommends approval. Section 4.2b of the Subdivision prohibits cut and fill development activity and requires a variance by the Board of Aldermen for this activity to take place.

FISCAL IMPACT: n/a

ATTACHMENTS:

- Engineer's recommendation letter
- FEMA Letter and Conditional Letter of Map Revision Comment Document



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
Texas Firm F-510

Temple
One South Main Street
Temple, Texas 76501
(254) 773-3731

RICK N. KASBERG, P.E.
R. DAVID PATRICK, P.E., CFM
THOMAS D. VALLE, P.E.
GINGER R. TOLBERT, P.E.
ALVIN R. "TRAE" SUTTON, III, P.E., CFM

Georgetown
1008 South Main Street
Georgetown, Texas 78626
(512) 819-9478

October 24, 2014

Mr. Edward (Jed) D. Sulak, Jr., P.E., C.F.M.
Morrison Hydrology
1600 Lake Air Drive
Waco, Texas 76710

Re: Tuscany on the Creek (Creekside Meadows)
Conditional Letter of Map Revision (CLOMR) Request
Salado, Texas

Dear Mr. Sulak:

We have completed our fourth review of the referenced CLOMR application which we received on October 23, 2014. All of our previous comments have been addressed and we have no additional comments regarding the CLOMR application at this time. Please submit the Community Acknowledgement Form to the Village of Salado for signature prior to submitting the application to FEMA.

Please also note that this plan will need to be submitted to and approved by the Village of Salado Board of Aldermen as a variance request from Section 4.2b of the Subdivision Ordinance prior to implementation in the field.

If you have any questions or comments, please call.

Sincerely,

John A. Simcik, P.E., C.F.M.

xc: 2002-105

Mayor Skip Blancett, Village of Salado
Ms. Kim Foutz, Village of Salado
Ms. Margaret Murray, Village of Salado
Mr. Larry Berrier, Village of Salado
Mr. Billy Pipes, Owner



Federal Emergency Management Agency

Washington, D.C. 20472

August 28, 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:

Case No.: 15-06-0774R

The Honorable Skip Blancett
Mayor, Village of Salado
P. O. Box 219
Salado, TX 76751

Community Name: Village of Salado, TX
Community No.: 480033

Dear Mayor Blancett:

We are providing our comments with the enclosed Conditional Letter of Map Revision (CLOMR) on a proposed project within your community that, if constructed as proposed, could revise the effective Flood Insurance Study report and Flood Insurance Rate Map for your community.

If you have any questions regarding the floodplain management regulations for your community, the National Flood Insurance Program (NFIP) in general, or technical questions regarding this CLOMR, please contact the Director, Mitigation Division of the Federal Emergency Management Agency (FEMA) Regional Office in Denton, Texas, at (940) 898-5127, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our Web site at <http://www.fema.gov/nfip>.

Sincerely,

A handwritten signature in black ink, appearing to read "Luis Rodriguez".

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Conditional Letter of Map Revision Comment Document

cc: Ms. Kim Foutz
Village Administrator

Mr. Edward D. Sulak, Jr., P.E., CFM
Project Manager
BSP Engineers, Inc.



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT

COMMUNITY INFORMATION		PROPOSED PROJECT DESCRIPTION	BASIS OF CONDITIONAL REQUEST
COMMUNITY	Village of Salado Bell County Texas	FILL	FLOODWAY HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.:		
IDENTIFIER	Tuscany on the Creek on Salado Creek Tributary 3	APPROXIMATE LATITUDE AND LONGITUDE: 30.954, -97.528 SOURCE: USGS QUADRANGLE DATUM: NAD 83	
AFFECTED MAP PANELS			
TYPE: FIRM*	NO.: 48027C0510E DATE: September 26, 2008	* FIRM - Flood Insurance Rate Map	

FLOODING SOURCE AND REACH DESCRIPTION

Salado Creek Tributary 3 – from approximately 940 feet downstream of Van Bibber Road to approximately 50 feet upstream of Van Bibber Road

PROPOSED PROJECT DESCRIPTION

Flooding Source	Proposed Project	Location of Proposed Project
Salado Creek Tributary 3	Fill Placement	from approximately 700 feet downstream of Van Bibber Road to approximately 100 feet downstream of Van Bibber Road

SUMMARY OF IMPACTS TO FLOOD HAZARD DATA

Flooding Source	Effective Flooding	Proposed Flooding	Increases	Decreases
Salado Creek Tributary 3	Zone AE	Zone AE	Yes	Yes
	BFEs	BFEs	Yes	Yes
	Floodway	Floodway	Yes	Yes
	Zone X (shaded)	Zone X (shaded)	None	Yes

* BFEs - Base (1-percent-annual-chance) Flood Elevations

COMMENT

This document provides the Federal Emergency Management Agency's (FEMA's) comment regarding a request for a CLOMR for the project described above. This document is not a final determination; it only provides our comment on the proposed project in relation to the flood hazard information shown on the effective National Flood Insurance Program (NFIP) map. We reviewed the submitted data and the data used to prepare the effective flood hazard information for your community and determined that the proposed project meets the minimum floodplain management criteria of the NFIP. Your community is responsible for approving all floodplain development and for ensuring that all permits required by Federal or State/Commonwealth law have been received. State/Commonwealth, county, and community officials, based on their knowledge of local conditions and in the interest of safety, may set higher standards for construction in the Special Flood Hazard Area (SFHA), the area subject to inundation by the base flood. If the State/Commonwealth, county, or community has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum NFIP criteria.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304. Additional information about the NFIP is available on the FEMA Web site at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

15-06-0774R

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Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION

To determine the changes in flood hazards that will be caused by the proposed project, we compared the hydraulic modeling reflecting the proposed project (referred to as the proposed conditions model) to the hydraulic modeling used to prepare the Flood Insurance Study (FIS) (referred to as the effective model). If the effective model does not provide enough detail to evaluate the effects of the proposed project, an existing conditions model must be developed to provide this detail. This existing conditions model is then compared to the effective model and the proposed conditions model to differentiate the increases or decreases in flood hazards caused by more detailed modeling from the increases or decreases in flood hazards that will be caused by the proposed project.

The table below shows the changes in the BFEs:

BFE Comparison Table

Flooding Source: Salado Creek Tributary		BFE Change (feet)	Location of maximum change
3			
Existing vs. Effective	Maximum increase	2.2	Approximately 30 feet downstream of Van Bibber Road
	Maximum decrease	0.7	Approximately 170 feet downstream of Van Bibber Road
Proposed vs. Existing	Maximum increase	None	
	Maximum decrease	0.1	Approximately 380 feet downstream of Van Bibber Road
Proposed vs. Effective	Maximum increase	2.2	Approximately 30 feet downstream of Van Bibber Road
	Maximum decrease	0.7	Approximately 170 feet downstream of Van Bibber Road

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304. Additional information about the NFIP is available on the FEMA Web site at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

DATA REQUIRED FOR FOLLOW-UP LOMR

Upon completion of the project, your community must submit the data listed below and request that we make a final determination on revising the effective FIRM and FIS report. If the project is built as proposed and the data below are received, a revision to the FIRM and FIS report would be warranted.

- Detailed application and certification forms must be used for requesting final revisions to the maps. Therefore, when the map revision request for the area covered by this letter is submitted, Form 1, entitled "Overview and Concurrence Form," must be included. A copy of this form may be accessed at <http://www.fema.gov/media-library/assets/documents/1343>.
- The detailed application and certification forms listed below may be required if as-built conditions differ from the proposed plans. If required, please submit new forms, which may be accessed at <http://www.fema.gov/media-library/assets/documents/1343>, or annotated copies of the previously submitted forms showing the revised information.

Form 2, entitled "Riverine Hydrology and Hydraulics Form." Hydraulic analyses for as-built conditions of the base flood, the 10-percent, 2-percent, and 0.2-percent-annual-chance floods, and the regulatory floodway, must be submitted with Form 2.

- A certified topographic work map showing the revised and effective base and 0.2-percent-annual-chance floodplain and floodway boundaries. Please ensure that the revised information ties-in with the current effective information at the downstream and upstream ends of the revised reach.
- An annotated copy of the FIRM, at the scale of the effective FIRM, that shows the revised base and 0.2-percent-annual-chance floodplain and floodway boundary delineations shown on the submitted work map and how they tie-in to the base and 0.2-percent-annual-chance floodplain and floodway boundary delineations shown on the current effective FIRM at the downstream and upstream ends of the revised reach.
- As-built plans, certified by a registered Professional Engineer, of all proposed project elements.
- A copy of the public notice distributed by your community stating its intent to revise the regulatory floodway, or a signed statement by your community that it has notified all affected property owners and affected adjacent jurisdictions.
- Documentation of the individual legal notices sent to property owners who will be affected by any widening or shifting of the base floodplain and/or any BFE increases along Salado Creek Tributary 3.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304. Additional information about the NFIP is available on the FEMA Web site at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Luis Rodriguez".

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

DATA REQUIRED FOR FOLLOW-UP LOMR (continued)

• FEMA's fee schedule for reviewing and processing requests for conditional and final modifications to published flood information and maps may be accessed at <https://www.fema.gov/forms-documents-and-software/flood-map-related-fees>. The fee at the time of the map revision submittal must be received before we can begin processing the request. Payment of this fee can be made through a check or money order, made payable in U.S. funds to the National Flood Insurance Program, or by credit card (Visa or MasterCard only). Please either forward the payment, along with the revision application, to the following address:

LOMC Clearinghouse
Attention: LOMR Manager
847 South Pickett Street
Alexandria, Virginia 22304

or submit the LOMR using the LOMC portal at <https://hazards.fema.gov/femaportal/onlinelomc/signin>.

After receiving appropriate documentation to show that the project has been completed, FEMA will initiate a revision to the FIRM and FIS report. Because the flood hazard information (i.e., base flood elevations, base flood depths, SFHAs, zone designations, and/or regulatory floodways) will change as a result of the project, a 90-day appeal period will be initiated for the revision, during which community officials and interested persons may appeal the revised flood hazard information based on scientific or technical data.

COMMUNITY REMINDERS

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Sandy Keefe
Director, Mitigation Division
Federal Emergency Management Agency, Region VI
Federal Regional Center, Room 206
800 North Loop 288
Denton, TX 76209
(940) 898-5127

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