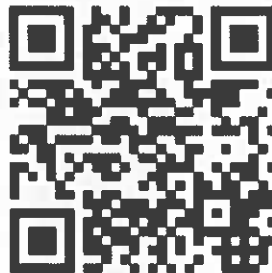




REGULAR BOARD OF ALDERMEN
MEETING SALADO MUNICIPAL BUILDING
301 N. STAGECOACH - SALADO, TEXAS
March 7, 2024 6:30 P.M.

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

www.youtube.com/@VillageofSalado



SCAN CODE

Join meeting 5 minutes before posted start time.

AGENDA

CALL TO ORDER

March 7, 2024, AT 6:30 P.M.

CALL OF ROLL

VILLAGE SECRETARY

INVOCATION

MAYOR MICHAEL COGGIN

PLEDGE OF ALLEGIANCE / SALUTE TO THE TEXAS FLAG

1. CITIZENS COMMUNICATIONS

THE BOARD OF ALDERMEN WELCOMES COMMENTS FROM CITIZENS ON ISSUES AND ITEMS OF CONCERN NOT ON THE AGENDA. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AND OBSERVE A THREE (3) MINUTE TIME LIMIT WHEN ADDRESSING THE BOARD. SPEAKERS WILL HAVE ONE (1) OPPORTUNITY TO SPEAK DURING THIS TIME-PERIOD. SPEAKERS DESIRING TO SPEAK ON AN AGENDA ITEM WILL BE ALLOWED TO SPEAK WHEN THE AGENDA ITEM IS CALLED. INQUIRIES ABOUT MATTERS NOT LISTED ON THE AGENDA WILL EITHER BE DIRECTED TO STAFF OR PLACED ON A FUTURE AGENDA FOR ALDERMEN CONSIDERATION.

2. CONSENT AGENDA

- (A) APPROVAL OF MINUTES OF THE BOARD OF ALDERMEN MEETINGS ON DECEMBER 21, 2023, JANUARY 18, 2024, FEBRUARY 1, 2024, FEBRUARY 8, 2024, AND FEBRUARY 15, 2024.
- (B) APPROVAL OF THE REMOVAL OF FORMER VILLAGE ADMINISTRATOR DONALD FERGUSON FROM ALL VILLAGE BANK ACCOUNTS.
- (C) APPROVAL OF TEXPOOL RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES WITH MANUEL DE LA ROSA AND KRISTI STEGALL.

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

4. STATUS REPORTS

- (A) VILLAGE ADMINISTRATOR'S REPORT
 - UPDATE ON PACE PARK ALL-ABILITIES PLAYGROUND
- (B) POLICE CHIEF STATUS REPORT
 - CALLS FOR SERVICE REPORT
 - LICENSE PLATE READER PROGRAM UPDATE
 - ANNUAL REPORT

(C) TOURISM DEPARTMENT REPORT

- SALADO MARKETING ACTIVITIES
- VISITORS CENTER ACTIVITIES
- UPCOMING EVENTS

5. **DISCUSSION AND POSSIBLE ACTION**

- (A) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING ITEMS TO BE SOLD AT AUCTION.
- (B) DISCUSS AND CONSIDER POSSIBLE ACTION APPOINTING AN ALTERNATE REPRESENTATIVE OF THE VILLAGE OF SALADO TO SERVE ON THE BELL COUNTY PUBLIC HEALTH DISTRICT BOARD OF DIRECTORS.
- (C) DISCUSS AND RATIFY APPROVAL OF MEMORANDUM OF AGREEMENT (MOA) BETWEEN UNITED STATES ARMY GARRISON (USAG) FORT CAVAZOS AND CENTRAL TEXAS SURROUNDING CITIES FOR CEN-TEX SUSTAINABLE COMMUNITY PARTNERSHP, EXPIRING 15 JULY 2034.
- (D) DISCUSS AND RATIFY APPROVAL OF "SUSTAINABILITY PROCLAMATION" PROCLAIMING APRIL 2024 AS SUSTAINABLE ENVIRONMENT MONTH.
- (E) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING BUREAU VERITAS NORTH AMERICA, INC., STANDARD PROFESSIONAL SERVICES AGREEMENT.
- (F) DISCUSS AND RATIFY APPROVAL OF CONTRACT CHANGE ORDER NUMBER ONE WITH ROYAL VISTA INC., IN THE AMOUNT OF \$37,815.00.
- (G) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING PAYING OFF THE BALANCE TO AMERICAN NATIONAL LEASING COMPANY, AGREEMENT NUMBER 2927C, POLICE 2020 CHEVROLET PPV TAHOE, LAST FOUR OF VIN 7016, IN THE AMOUNT OF \$9,064.99.
- (H) DISCUSS AND CONSIDER POSSIBLE ACTION ON PETITION FOR SPEED HUMP ON SMITH BLUFF ROAD.

6. **EXECUTIVE SESSION**

ADJOURN INTO EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF CHAPTER 551 OF THE TEXAS GOVERNMENT CODE IN ACCORDANCE WITH THE STATUTORY AUTHORITY CONTAINED IN:

- (A) SECTIONS 551.071 AND 551.087 TO CONSULT WITH LEGAL COUNSEL AND CONSULTANTS AND DELIBERATE THE SERVICE AND ASSESSMENT PLANS FOR THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICTS.
- (B) SECTIONS 551.071 AND 551.087 TO CONSULT WITH LEGAL COUNSEL AND DELIBERATE ECONOMIC DEVELOPMENT NEGOTIATIONS WITH STAGECOACH 1943, LP.
- (C) SECTIONS 551.071 AND 551.087 TO CONSULT WITH LEGAL COUNSEL AND DELIBERATE ECONOMIC DEVELOPMENT NEGOTIATIONS WITH MUSTANG SPRINGS UTILITY, LLC.
- (D) SECTIONS 551.071 TO CONSULT WITH LEGAL COUNSEL DELIBERATE ON PETITION FOR MEMBERSHIP IN THE LONE STAR REGIONAL WATER AUTHORITY.
- (E) SECTIONS 551.071 TO CONSULT WITH LEGAL COUNSEL AND DELIBERATE POSSIBLE WATER BILL COST RECOVERY ACTIONS.

7. DISCUSSION AND POSSIBLE ACTION ON ITEMS FROM EXECUTIVE SESSION

- (A) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A RESOLUTION OF THE VILLAGE OF SALADO, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED ASSESSMENT ROLL; CALLING FOR NOTICE OF A PUBLIC HEARING FOR APRIL 4, 2024 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1 OF THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE SAID PROPOSED ASSESSMENT ROLL AVAILABLE FOR PUBLIC INSPECTION; DIRECTING VILLAGE STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS RELATED TO THE FOREGOING.
- (B) DISCUSS AND POSSIBLE ACTION ON AGENDA ITEM 6(B).
- (C) DISCUSS AND POSSIBLE ACTION ON AGENDA ITEM 6(C).
- (D) DISCUSS AND POSSIBLE ACTION ON AGENDA ITEM 6(D).
- (E) DISCUSS AND POSSIBLE ACTION ON AGENDA ITEM 6(E).

ADJOURNMENT

NOTE

THE BOARD OF ALDERMEN MAY RETIRE INTO EXECUTIVE SESSION AT ANY TIME BETWEEN THE MEETING'S OPENING AND ADJOURNMENT FOR THE PURPOSE OF DISCUSSING ANY MATTERS LISTED ON THE AGENDA AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE INCLUDING, BUT NOT LIMITED TO, HOMELAND SECURITY PURSUANT TO CHAPTER 418.183 OF THE TEXAS LOCAL GOVERNMENT CODE; CONSULTATION WITH LEGAL COUNSEL PURSUANT TO CHAPTER 551.071 OF THE TEXAS GOVERNMENT CODE; DISCUSSION ABOUT REAL ESTATE ACQUISITION PURSUANT TO CHAPTER 551.072 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF PERSONNEL MATTERS PURSUANT TO CHAPTER 551.074 OF THE TEXAS GOVERNMENT CODE; DELIBERATIONS ABOUT GIFTS AND DONATIONS PURSUANT TO CHAPTER 551.076 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF ECONOMIC DEVELOPMENT PURSUANT TO CHAPTER 551.087 OF THE TEXAS GOVERNMENT CODE; ACTION, IF **ANY**, WILL BE TAKEN IN OPEN SESSION.

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Salado Municipal Building on March 4, 2024, by 5:00 p.m.



Debra Bean, City Secretary

The Village of Salado is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact City Secretary Debra Bean at 254-947-5060 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may utilize Relay Texas by dialing 7-1-1.

Relay Texas website: <https://relaytexas.com/>

BOA Agenda Item #2(A)



Date Submitted:

Agenda Date Requested: March 4, 2024

Agenda Item: 2(A)

Project/Proposal Title: Consent Agenda

Council Action Requested:

Ordinance

Resolution

X Motion

Discussion

Project/Proposal Summary:

APPROVAL OF MINUTES OF THE BOARD OF ALDERMEN MEETINGS ON DECEMBER 21, 2023, JANUARY 18, 2024, FEBRUARY 1, 2024, FEBRUARY 8, 2024, AND FEBRUARY 15, 2024.

BOA Agenda Item #2(B)



Date Submitted:
Agenda Date Requested: March 4, 2024

Agenda Item: 2(B)
Project/Proposal Title: Consent Agenda

Council Action Requested:
Ordinance
Resolution
 Motion
Discussion

Project/Proposal Summary:
APPROVAL OF THE REMOVAL OF FORMER VILLAGE ADMINISTRATOR DONALD FERGUSON FROM ALL VILLAGE BANK ACCOUNTS.

BOA Agenda Item #2(C)



Date Submitted:

Agenda Date Requested: March 4, 2024

Agenda Item: 2(C)

Project/Proposal Title: Consent Agenda

Council Action Requested:

Ordinance

Resolution

Motion

Discussion

Project/Proposal Summary:

APPROVAL OF TEXPOOL RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES WITH MANUEL DE LA ROSA AND KRISTI STEGALL.



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

*** Required Fields**

1. Resolution

WHEREAS,

VILLAGE OF SALADO

7 8 7 5 4

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. MANUEL DE LA ROSA VILLAGE ADMINISTRATOR

Name Title

2 5 4 9 4 7 5 0 6 0 Phone Fax mdelarosa@saladotx.gov Email

Signature

2. KRISTI STEGALL ACCOUNTANT

Name Title

2 5 4 7 1 8 0 8 6 4 Phone Fax kstegall@saladotx.gov Email

Signature

3. Name Title

Phone Fax Email

Signature

1. Resolution (continued)

4.
 Name Title

 Phone Fax Email

 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

KRISTI STEGALL

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

 Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 2 0 .

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

 Printed Name*

 Title*

ATTEST

Signature*

 Printed Name*

 Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dtsystems.com

Fax: 866-839-3291

BOA Agenda Item #5(A)



Date Submitted:
Agenda Date Requested: March 4, 2024

Agenda Item: 5(A) Project/Proposal Title: Discussion and Possible Action

Council Action Requested: Ordinance Resolution <input checked="" type="checkbox"/> Motion Discussion

Project/Proposal Summary: DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING ITEMS TO BE SOLD AT AUCTION.
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Items to be Consigned to Auction

ITEM	Amount	Description	Condition
Body Temp Scanner	1		New in Box
Forklift	1		
Mower	1	John Deere EZ Track	Doesn't run
Oversize Office Chair	1		Good
Shredder	1		
Spreader	1		
Tiller	1		
Tractor Parts		John Deere	Misc.
Rear seat for Ford Explorer	1		New

BOA Agenda Item #5(B)



Date Submitted:
Agenda Date Requested: March 4, 2024

Agenda Item: 5(B) Project/Proposal Title: Discussion and Possible Action

Council Action Requested: Ordinance Resolution <input checked="" type="checkbox"/> Motion Discussion

Project/Proposal Summary: DISCUSS AND CONSIDER POSSIBLE ACTION APPOINTING AN ALTERNATE REPRESENTATIVE OF THE VILLAGE OF SALADO TO SERVE ON THE BELL COUNTY PUBLIC HEALTH DISTRICT BOARD OF DIRECTORS.



Manuel De La Rosa

From: Bert Henry
Sent: Friday, March 1, 2024 7:48 AM
To: Manuel De La Rosa
Subject: Nomination - Alternate Representative, Bell County Public Health District
Attachments: Christie Hurst Resume CV 2024.doc

Manny,

Good morning! I received a call from Jennifer Istre, Nurse Practitioner and owner of Salado based Creekside Family Practice and Bell County Representative for the Bell County Public Health District Board of Directors, who asked to submit a nomination for the vacant Alternate Representative for Salado.

After reviewing the nominee's resume, which I've attached, I would like to add the following to the agenda for the next Regular Board of Aldermen Meeting, scheduled for March 7th:

DISCUSS AND CONSIDER POSSIBLE ACTION APPOINTING AN ALTERNATE REPRESENTATIVE OF THE VILLAGE OF SALADO TO SERVE ON THE BELL COUNTY PUBLIC HEALTH DISTRICT BOARD OF DIRECTORS

Thank you and let me know if you need any further information.

Bert Henry
Alderman
Village of Salado
(254) 346-5797

"Minimum standards are one step above INADEQUATE"



Christie R. Hurst, RN

[REDACTED] Salado, TX, 76571

(C) [REDACTED] (E) [REDACTED]@yahoo.com

Professional Summary

An honest, loyal, conscientious, and dependable professional with a passion for high quality patient-centered care, currently completing an MS Nursing - Family Nurse Practitioner. Self-directed with knowledge of medical terminology, interdisciplinary communication, care plans, case management, public health and vaccinations, and appropriate delegation of tasks. A passionate team member and leader who demonstrates a strong work ethic and can work independently with no supervision. Effectively develops and implements new procedures into work routines. Works well under pressure in fast paced environments.

Education and Training

Current	Western Governor's University , Salt Lake City, UT, United States Family Nurse Practitioner Student - Master's in Family Nursing Practice (6 classes remaining)
2021	Western Governor's University , Salt Lake City, UT, United States Nursing Bachelor of Science in Nursing
2021	Excelsior College , Albany, NY, United States Nursing Associate of Science in Nursing
2010	Central Texas College , Killeen, TX, United States Vocational Nursing Vocational Nursing Certificate
1989	Westmoreland High School , Westmoreland, TN, United States College Preparatory Path High School Diploma

Awards and Honors

- Dean's List
- Academic Excellence Award X 3
- Honor Graduate
- Member Phi Theta Kappa
- Member Sigma Theta Tau, International
- The Honorable Order of Our Lady of Loreto – Fort Drum
- Civilian Service Achievement Medal - Fort Drum
- The Outstanding Civilian Service Medal – Fort Drum
- Commander's Certificate Award – Fort Hood
- CRDAMC Safety Award – Fort Hood
- Certificate of Appreciation – Fort Hood
- Ivy Gold Award – Fort Hood
- III Corps Certificate of Appreciation
- Geico Volunteer of Merit Award

Certifications and Credentials

- Registered Nurse in Texas, License # 1030159, 2025
- BLS certified through American Heart Association
- ACLS certified through American Heart Association

Professional Experience

01/24/2022- current

Carl R. Darnall Army Medical Center, Fort Cavazos, TX
Procedural Registered Nurse / Team Lead
Cardiology / Pulmonology / Allergy

Surgical nurse and circulator, responsible for procedure documentation, procedure / operating room set up, pre-procedure processes, ensuring compliance with consent and timeout. Medical records review; intravenous (IV) access and initiation with fluids; vital signs; discharge procedures. Preparation and administration of medications; oxygen administration and titration; assisting with bronchoscopy, endobrachial ultrasound, colonoscopy, and endoscopy procedures, supervising biopsy removal, collection, and delivery of specimens to lab; supervising proper cleaning, sterilization, and disposal of contaminated equipment. Post-operative procedures, vital signs, oxygen titration, IV removal. Discharge procedures with patient and responsible party. Maintaining HIPAA compliance. Cardiology Zio patch placement, patient instruction, online registration; 3, 6 and 12 lead ECG; treadmill stress test set up, procedure, and recovery; Coronary CT angiography preparation including IV initiation, medication administration, and monitoring pre-procedure, during procedure, and post-procedure.

Allergy nurse responsible for ensuring immunizations and vaccinations are up-to-date and performing allergy testing procedures including skin prick testing and oral challenges. Competent in reviewing and updating medical records and documentation of clinic visits and testing results. Competent in MHS Genesis Powerchart, Schapptbook, RevCycle, and Discern Reporting. Competent with Pyxis medications and processes.

10/2020 – 1/24/2022

Carl R. Darnall Army Medical Center, Fort Cavazos, TX
Procedure Nurse
Gastroenterology

Outpatient pre-operative procedures; medical records review; intravenous (IV) access and initiation with fluids; vital signs; discharge procedures.

Surgical technician, preparing and utilizing various procedure equipment; preparation and administration of pre-procedure medications; preparing procedure room; positioning and preparing patients; oxygen administration and titration; assisting with colonoscopy and endoscopy procedures including biopsy removal, collection, and delivery of specimens to lab; assisting with feeding tube placement; proper cleaning, sterilization, and disposal of contaminated equipment. Competent in Bravo, PillCam, and SmartPill.

Post-operative procedures, vital signs, oxygen titration, IV removal. Discharge procedures with patient and responsible party. Maintaining HIPAA compliance.

Pediatrics/Medical Surgical and COVID19 care during pandemic realignment including venipuncture blood draws, oxygen administration and titration; IV initiation, IV blood draws, IV push medications; IV pump setup and administration with concurrent and piggyback medications; discharge of patients and preparation of room for housekeeping.

Competent in review of medical records and charting/documentation in AHLTA, Endopro, and Eccentris. Competent with Pyxis medications and processes.

03/2021 - 01-2022

Creekside Family Practice, Salado, TX
Registered Nurse

Assist with clinic setup. Clinic with patients 6 weeks and up managing acute, chronic, and well visits with an emphasize on preventive health care. Patient assessment, patient follow up, individualized patient care plans for improved/optimal patient outcome, patient counseling, patient triage, laboratory orders, phlebotomy, medical record review/update, HIPAA and OSHA compliance.

01/2017 - 05/2020

Guthrie Ambulatory Health Clinic, Fort Drum, NY

Administrative Nurse / COVID Nurse

Plan and provide care for a diverse population of all age groups, optimum listening skills, complex problem solving, astute prioritization skills, determined resolution, patient advocacy regarding medical, physical, mental, and physiological needs. Promote patient participation by fostering self-reliance and independence. Contribute to interdisciplinary teaching, developing, implementing, and evaluation of care plans according to military guidelines and EFMP regulations.

Responsible for recommendations for travel for military personnel and their families based on medical needs and vaccination status. Responsible to evaluation of age appropriate skills for minors. Established the COVID19 treatment clinic for testing and patient care; artificial airway; Intravenous (IV) initiation and medication administration; medical records review and update, vital signs, behavioral health screening, immunizations; administration of injections and medications; assist in examinations and procedures. Accurately document in EMR in coordination with clinical staff, mental and behavioral health providers. Maintain detailed records, organized storage and transport of medical records in HIPAA compliant manner.

Experience in ALHTA, HAIMS, CHCS, JLV, HealtheConnections, PERNET, and QFlow, as well as Microsoft office programs.

Successfully initiated a pilot program with the support of clinic administration, family practitioners, mental health care providers, and specialty care providers which increased the number of available provider appointments for patients and clients by up to ninety 40-minute appointments per month.

08/2011 - 10/2011

Samaritan Medical Practice Watertown, NY

Procedure Nurse

Patient triage and care in ENT, Plastic Surgery, GI & Neurosurgery including persons with disabilities, drug addiction and drug tolerance. Electronic medical records review and update; vital signs collection; appointment, procedure, and surgical scheduling; HIPAA compliant medical record storage and transport; physician orders transcription of medications, referrals, and treatments.

Patient education on health recommendations, procedures and therapies, safety and security, medications, diet, exercise, and daily living skills. Caregiver and/or family education about care based on medical condition or disability. Clarity in verbal and written instructions, evaluation of conferred information and often negotiation, persuasion, complex problem solving, to achieve goals while considering the patient's financial capacity; patient advocacy.

Preparation of rooms and patients for examinations, treatments, tests, and surgical procedures; diagnostic, surgical, and therapeutic equipment maintenance, cleaning, and utilization; assist in plastic surgery examinations, treatments and procedures including biopsies, excisions, wound drainage, sutures; assist in ENT procedures to include tube placement and removal, wax removal; cleaning procedures post mastoidectomy; neurosurgery exams; proper disposal and sanitization of soiled supplies and equipment; patient monitoring during treatments, exams, and procedures collaboration with healthcare professionals and team members, evaluating needs, planning and providing treatment, clarifying goals, implementing interventions, and monitoring outcomes for up to 40 patients per day in a clinic setting for up to 6 providers; communication with professionals via messaging, email, paging, and telephone; ordering, stocking, inventorying, and securing of sample medication, supplies, and equipment deliveries and distribution; stocking, organizing, and cleaning examination rooms.

Skills include wound cleaning, dressing removal and application of bandages, gauze dressings, splints, steri-strips, unna boot, compression dressings, and cold and warm compresses; suture and staple removal; massage therapy; medication and immunization administration via oral, intradermal, subcutaneous, intramuscular, otic, dermal, and nasal; collection of blood, urine, sputum, saliva, and skin specimens; patient observation, charting and reporting changes in patients' conditions, such as adverse reactions to medications or treatment; reviewing and updating medical, social, and family history records in EMR; oxygen therapy; nebulizer therapy; supervising medication aides; assist with patient ambulation with and without the use of gait belts; educate and assist patients regarding physical therapy techniques, the use of assistive devices, spirometers, nebulizers, Epi-pens, as well as blood pressure, weight, and medication logs.

03/2011 - 04/2011

Baylor Scott & White Centers for Diagnostic Medicine Temple, TX

Clinic Staff Nurse

Patient triage requiring excellent listening skills, problem sensitivity, critical thinking, complex problem solving, knowledge of symptoms, treatment alternatives, drug properties and interaction, and preventative health measures; provide care for ill and injured patients and persons with disabilities; caregiver and family education requiring clarity in verbal and written instructions, evaluation of conferred information, negotiation and persuasion to achieve goals while considering the patient's financial capacity; patient advocacy; provide counseling and guidance to patients and caregivers; gather and record patient medical history, family medical history, chief complaint, medications, and vital signs in the EMR; transcription of medication, treatment, lab, and referral orders; schedule appointments and procedures; maintain and transport of records in a HIPAA compliant manner; preparation of rooms for examinations and treatments; adequate diagnostic and therapeutic equipment maintenance, sterilization, and utilization; preparation of patients and rooms for examinations, tests, treatments, transfers, and explaining procedures; assist providers with examinations and treatments including biopsies, pap smears, minor excisions, wound drainage, sutures, and lab collection; proper disposal of soiled supplies and equipment; ear irrigation with wax removal; patient monitoring during treatments, exams, and procedures; administering cortrosyn stimulation testing; collecting samples of blood, urine, stool, sputum, saliva, skin, hair, and renal stones for laboratory tests; collaboration with healthcare professionals, evaluating needs, planning and providing treatment, clarifying goals, and implementing interventions, and monitoring outcomes for up to 100 patients per day in a clinic setting for 7 providers; Communication with professionals via messaging, email, paging, and phone; inventory and order supplies, stock, and secure sample medication, narcotics, supplies, and equipment deliveries and distribution; stock, organize, and clean examination rooms; wound cleaning, dressing removal and application including bandages, dressings, splints, steri-strips, and unna boot application; treat bedsores; compression dressing application, cold and warm compresses; massage therapy; blood glucose monitoring; immunization and medication administration as ordered via oral, intradermal, subcutaneous, intramuscular, ophthalmic, otic, dermal, nasal, inhalation, intravenous routes; patient observation, chart and report changes in conditions and adverse reactions to medications or treatments; urinary catheter insertion, irrigation, and monitoring; oxygen therapy; nebulizer therapy; suture removal; supervising 1-2 certified nursing aides and certified medication aides; assist patients with ambulation with and without the use of gait belts; educate and assist patients with physical therapy techniques, the proper use of assistive devices, spirometers, glucose testing equipment, nebulizers, compression stockings, Epi-pens, insulin injections, and blood sugar, blood pressure, weight, and medication logs.

01/2011 - 03/2011

Trisun Healthcare / Hill Country Nursing & Rehab Center Copperas Cove, TX**Charge Nurse**

Caring for and overseeing care for 24-50 long term and rehabilitative residents recovering from surgeries and injuries as well as those with disabilities; supervising 3-5 certified nursing aides and certified medication aides; communicating with residents, families, team members, other health care professionals to evaluate needs, plan and provide treatment, clarify goals, implement interventions, and monitor outcomes; resident triage requiring excellent customer service, listening skills, complex problem solving, knowledge of symptoms, treatment alternatives, drug properties and interaction, and preventative health measures; educating residents on health recommendations, safety, medications, diet, exercise, and daily living skills; educating family members on proper care for resident based on medical condition or disability requiring listening, judgment and decision making skills, complex problem solving, and often negotiation and persuasion to achieve goals while considering all involved in the execution of care and the patient's financial capacity; resident advocacy regarding medical, physical, mental, and physiological needs utilizing the local resources to provide the best care for the; gathering and recording patient medical history, family medical history, chief complaint, medications, behavior, physical and physiological attributes of patient, vital signs including height, weight, temperature, blood pressure, pulse, respirations, and also intake and output as required; completing new resident and returning resident assessment log to include any changes to recommendation for care, treatment changes, medication changes, wound care needs, mental changes, ability to do activities of daily living, full body charting including wounds and other body markings; completing medicare charting as required; manual record keeping on residents including daily event and behavior log, treatment log, medication log, updating medications, ordering medications per provider order, ordering refill medications, managing referrals, scheduling appointments with providers outside of facility, scheduling transportation to appointments outside of

facility; communicating with providers regarding need for emergency transfer to hospital; establishing emergency transfers of residents to hospital via ambulance and completing proper transfer paperwork to include complaint, vital signs, and reason for transfer to emergency room; confirming or updating medical history as needed; transcribing physician orders; identifying and documenting resident complaints and symptoms; resident health assessment including vital signs, physical assessment, and mental assessment; resident liaison; assist practitioners with exams and treatments; preparation, evaluation, clarification, and implementation nursing care plan; maintaining and operating diagnostic and therapeutic equipment properly; sterilizing or applying safety covers to equipment as necessary; preparing patients for examinations, tests, treatments, transfers, and explaining procedures; properly disposing and/or sanitizing of soiled supplies and equipment; narcotic medication manual charting and security management; medication room management of medications and record keeping; supply room management and record keeping; wound cleaning; applying wound dressings including bandages, dressings, splints, steri-strips, and unna boot application; treating bedsores; applying compression dressings, ice bags, and warm compresses; administering massage therapy; wound vac application and monitoring; glucose monitoring; medication administration via oral, intradermal, sub-Q, intramuscular, ophthalmic, nasal, inhalation, intravenous routes; immunization records review; immunization administration by dose and route recommended; catheter care including insertion, irrigation, and monitoring, as well as sterile urine collection; oxygen therapy and monitoring; nebulizer therapy; order lab work; suture removal; G-tube placement, care, and feeding; Ng-tube placement, care, and feeding; coordination with care team members to ensure needs were met for all needs of the facility including assisting with bathing and ADLs, bed transfer via sheet transfer, transfer board, hoist, and resident assist, assist with room cleaning, bed changes, brief changing, feeding.

Relevant Skills

- Strong Medical Ethics
- Excellent Leadership Skills
- Interdisciplinary Communication
- Prioritizing/Delegating
- Clinic Management
- Organizational Skills
- Problem Resolution
- Networking
- Professional Bedside Manner
- Surgical Care
- Patient Education
- Lab Result Evaluation
- Medication Administration
- Nursing Process
- Care Planning
- Order and Referral Transcription
- Medical-Surgical Nursing
- Case Management
- Hospice and Palliative Care
- Geriatric Care
- Immunization/Vaccinations

BOA Agenda Item #5(C)



Date Submitted:

Agenda Date Requested: March 4, 2024

Agenda Item: 5(C)

Project/Proposal Title: Discussion and Possible Action

Council Action Requested:

Ordinance

Resolution

X Motion

Discussion

Project/Proposal Summary:

DISCUSS AND RATIFY APPROVAL OF MEMORANDUM OF AGREEMENT (MOA) BETWEEN UNITED STATES ARMY GARRISON (USAG) FORT CAVAZOS AND CENTRAL TEXAS SURROUNDING CITIES FOR CEN-TEX SUSTAINABLE COMMUNITY PARTNERSHP, EXPIRING 15 JULY 2034.

Manuel De La Rosa

From: Manuel De La Rosa
Sent: Wednesday, February 28, 2024 7:28 PM
To: Michael Coggin; Rodney Bell; Paul Cox; Bert Henry; DJ Graham; Jason Howard
Cc: Debra Bean
Subject: FW: Approval Needed: CenTex Sustainability Partnership MOA
Attachments: V2 DRAFT 2024 0205 Sustainability Proclamation.pdf; 2024 0205 DRAFT MOA Renewal.docx

Mayor and Aldermen,

The CenTex Sustainability Partnership is up for renewal and the Sustainability Proclamation are attached. I had it to be on the March 7th Board agenda. However, I am finding out that the group has been planning a signing event for this Friday, March 1st. I believe we should still participate at the signing event and have the Village approve the items still on March 7th. The CenTex group is requesting the Mayor and Village Administrator attend on Friday. The mayor can send an elected official on his behalf.

Please let me know your thoughts, and please do not reply to all.

Sincerely,
Manny De La Rosa

From: April Walker-Davis <adavis@saladotx.gov>
Sent: Tuesday, February 6, 2024 8:18 AM
To: Manuel De La Rosa <mdelarosa@saladotx.gov>
Subject: Re: Approval Needed: CenTex Sustainability Partnership MOA

Mr. De La Rosa,

I have attached the updated MOA-Renewal Draft from the CenTex Sustainability Partnership and the Sustainability Proclamation.

-april

APRIL WALKER-DAVIS

Tourism Marketing Manager

Village of Salado | P.O. Box 219 | Salado, TX 76571

adavis@saladotx.gov | visitsaladotexas.com

(254) 947-8634

From: April Walker-Davis
Sent: Friday, February 2, 2024 8:38 AM
To: Manuel De La Rosa <mdelarosa@saladotx.gov>
Cc: Andrea Howard <ahoward@saladotx.gov>
Subject: Approval Needed: CenTex Sustainability Partnership MOA

 [2024 0202 DRAFT MOA Renewal.docx](#)

Mr. De La Rosa,

I've attached the MOA for the CenTex Sustainability Partnership, which appears similar to our previous agreement. I suggest a legal review and alderman approval to ensure its relevance and accuracy.

Looking forward to your guidance on next steps.

Best,

-april



DEPARTMENT OF THE ARMY
UNITED STATES ARMY GARRISON, FORT CAVAZOS
1001 761ST TANK BATTALION AVENUE
FORT CAVAZOS, TEXAS 76544-5002

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
UNITED STATES ARMY GARRISON (USAG) FORT CAVAZOS
AND
CENTRAL TEXAS SURROUNDING CITIES
FOR
CEN-TEX SUSTAINABLE COMMUNITIES PARTNERSHIP
IM-W45CL7-24-005-MOA

1. Purpose. To establish a continued multi-year partnership to develop and implement the Cen-Tex Sustainable Communities Partnership (hereafter referred to as the "Partnership") among Fort Cavazos and surrounding cities (hereafter referred to as "the Parties") from Killeen, Gatesville, Harker Heights, Copperas Cove, Nolanville, Salado, Belton, and Lampasas to promote sustainability in Central Texas through voluntary programs.
2. Goal. To achieve measurable benefits by agreeing upon common environmental goals and implementing Partnership-guided projects to contribute to the vitality of the Central Texas economy and quality of life for the region's citizens.
3. Areas of Consideration. To develop and implement the Partnership, the Parties intend to actively cooperate in the following areas:
 - a. Developing a Partnership project work plan for future planning and project for collaboration.
 - b. Identifying potential funding requirements to support future Partnership projects.
 - c. On an as-needed basis, recruiting new participants to support the Partnership in both advisory and project implementation roles.
 - d. Participating in periodic conference calls, virtual meetings, and face-to-face meetings.
 - e. Developing a mechanism for evaluating and measuring Partnership progress, including emission reductions and other environmental benefits achieved.
 - f. Devoting staff time to support Partnership project activities.
 - g. Analyzing, selecting, and implementing a variety of sustainable and environmentally beneficial projects for the Central Texas Region.
4. Governance. The Parties will constitute the Core Project Management Group of the Partnership, which will act as the decision-making body of this initiative. The Parties will seek cooperation with appropriate state agencies, other federal agencies, non-

SUBJECT: Cen-Tex Sustainable Communities Partnership

governmental organizations, and commercial entities on Partnership projects; and, as determined by the Parties, other participants may join the Partnership in either advisory or Partnership project implementation roles for particular projects.

5. Decision Making. Although majority consensus is desirable, any party who, for some reason, cannot support an initiative is allowed to abstain or withdraw, without repercussion, from participation in that project. Approval of participation in any project or initiative is subject to the approval of the entity's governing body.

6. Limitations.

a. All commitments made by the Parties through this Memorandum of Agreement (MOA) are subject to the approval of the governing body. Nothing in this MOA, in and of itself, obligates the Parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

b. This MOA does not exempt the other Parties from their respective policies requiring competition for financial assistance and contracts. Any endeavor involving the Parties' funding will be handled in accordance with applicable laws, regulations, policies and procedures, and will be subject to separate written agreements.

c. This MOA does not create any right or benefit, substantive or procedural, enforceable by law or equity against the Parties, their officers or employees, or any other person.

d. This MOA does not apply to any person or organization outside of the Parties.

e. The Parties agree that the "Cen-Tex Sustainable Communities Partnership" name may be used in conjunction with the names of other cities in the future. No one Party to this MOA claims exclusive rights to the "Cen-Tex Sustainable Communities Partnership" name, and other neighboring communities to Fort Cavazos are welcome to join the Partnership at any time during this partnership period by signing the MOA.

7. Contacts for the Parties. The following individuals are the designated contacts of the Parties for this MOA and are the members of the Executive Committee on behalf of their organizations:

- **USAG Fort Cavazos:** COL Lakicia R. Stokes, Garrison Commander, (254) 288-3451.
- **City of Killeen:** Kent Cagle, City Manager, (254) 501-7700.

SUBJECT: Cen-Tex Sustainable Communities Partnership

- **City of Copperas Cove:** Ryan Haverlah, City Manager, (254) 547-4221.
- **City of Gatesville:** Scott Albert, City Manager, (254) 865-8951.
- **City of Harker Heights:** David Mitchell, City Manager, (254) 953-5600.
- **City of Belton:** Sam Listi, City Manager, (254) 933-5818.
- **City of Nolanville:** Kara Escajeda, City Manager, (254) 698-6335.
- **City of Lampasas:** Finley deGraffenried, City Manager, (512) 556-6831.
- **Village of Salado:** Manuel De La Rosa, Village Administrator, (254) 947-5060.

If this contact information changes, the Parties agree to notify all other parties to this MOA in writing; such written notification shall become an addendum to this MOA.

8. **Review of Agreement.** This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

9. **Modification of Agreement.** This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative.

10. **Termination of Agreement.** Any of the Parties may terminate their participation in this MOA at any time.

11. **Effective Date.** This MOA takes effect beginning on the day after the last Party signs. This Agreement expires on 15 July 2034.

AGREED:

Lakicia R. Stokes
Colonel, US Army
Garrison Commander

Debbie Ann Nash-King
Mayor of Killeen

(Date)

(Date)

SUBJECT: Cen-Tex Sustainable Communities Partnership

Dan D. Yancey
Mayor of Copperas Cove

(Date)

Michael Blomquist
Mayor of Harker Heights

(Date)

Gary Chumley
Mayor of Gatesville

(Date)

David K. Leigh
Mayor of Belton

(Date)

Andy Williams
Mayor of Nolanville

(Date)

Herb Pearce
Mayor of Lampasas

(Date)

Michael Coggin
Mayor of Village of Salado

(Date)

BOA Agenda Item #5(D)



Date Submitted:
Agenda Date Requested: March 4, 2024

Agenda Item: 5(D) Project/Proposal Title: Discussion and Possible Action

Council Action Requested: Ordinance Resolution <input checked="" type="checkbox"/> Motion Discussion

Project/Proposal Summary: DISCUSS AND RATIFY APPROVAL OF "SUSTAINABILITY PROCLAMATION" PROCLAIMING APRIL 2024 AS SUSTAINABLE ENVIRONMENT MONTH.



SUSTAINABILITY PROCLAMATION

WHEREAS, the month of April marks a number of events celebrating environmental sustainability including Earth Day, Monarch Fest, Art in the Park, Month of the Military Child & Earth Fest, One Community One Day, Volunteer Park Cleanup Day, Porch & Planet Fest, and the Don't Mess with Texas Trash-Off;

WHEREAS, the Cen-Tex Sustainable Communities Partnership works to promote beautification, conservation, pollution prevention, and recycling through youth and community initiatives and virtual outreach that educates and engages individuals to be good stewards of the environment;

WHEREAS, the 2024 theme of sustainable development emphasizes an equitable, beneficial, and far-sighted approach to decision-making at all levels and encourages strong economic performance, as well as equal access to resources for this and future generations;

WHEREAS, the citizens, businesses, institutions, and communities within the Partnership region are committed to environmental preservation and sustainability in its own practices and encourages the others to do the same; and

NOW, THEREFORE WE, the Cen-Tex Sustainable Communities Partnership, do hereby proclaim April 2024, as

SUSTAINABLE ENVIRONMENT MONTH

in the Central Texas region.

DATED this 1st day of March 2024

Lakicia R. Stokes
Colonel, US Army
Garrison Commander

Debbie Nash-King
Mayor of Killeen

Dan D. Yancey
Mayor of Copperas Cove

Michael Blomquist
Mayor of Harker Heights

Gary Chumley
Mayor of Gatesville

David K. Leigh
Mayor of Belton

Andy Williams
Mayor of Nolanville

Herb Pearce
Mayor of Lampasas

Michael Coggin
Mayor of Village of Salado



BOA Agenda Item #5(E)



Date Submitted:
Agenda Date Requested: March 4, 2024

Agenda Item: 5(E)
Project/Proposal Title: Discussion and Possible Action

Council Action Requested:
Ordinance
Resolution
 Motion
Discussion

Project/Proposal Summary:
DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING BUREAU VERITAS NORTH AMERICA, INC., STANDARD PROFESSIONAL SERVICES AGREEMENT.

Manuel De La Rosa

From: Michael OLSON <michael.olson@bureauveritas.com>
Sent: Thursday, February 1, 2024 5:53 PM
To: Manuel De La Rosa
Cc: Bryan ELLIS
Subject: Fw: Proposed agreement with the Village of Salado
Attachments: Salado TX Bureau Veritas Agreement 1.docx

Please see attached we have agreed to your attorney's changes.

From: David Stanford <david.stanford@bureauveritas.com>
Sent: Thursday, February 1, 2024 2:08 PM
To: Van TRAN <van.tran@bureauveritas.com>
Cc: Michael OLSON <michael.olson@bureauveritas.com>; Ty CHAPMAN <ty.chapman@bureauveritas.com>
Subject: FW: Proposed agreement with the Village of Salado

Van,

The changes by Salado are OK although you need to approve no LoL for the agreement. Please approve.



Shaping a World of Trust

David STANFORD

Special Project Manager, Plan Check & Inspection

☎ P: 972.244.6931 M: 214.773.2727

📍 BUREAU VERITAS

1000 Jupiter Road, Suite 900, Plano, Texas 75074

🌐 www.bvna.com



From: Michael OLSON <michael.olson@bureauveritas.com>
Sent: Thursday, January 25, 2024 6:34 PM
To: David Stanford <david.stanford@bureauveritas.com>
Cc: Ty CHAPMAN <ty.chapman@bureauveritas.com>; Bryan ELLIS <bryan.ellis@bureauveritas.com>
Subject: Fwd: Proposed agreement with the Village of Salado

Please review and see if all is OK with the changes the Village of Salado has made as they have also added new services.

Sent via the Samsung Galaxy S23 Ultra 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Manuel De La Rosa <mdelarosa@saladotx.gov>
Sent: Thursday, January 25, 2024 6:22:28 PM
To: Michael OLSON <michael.olson@bureauveritas.com>
Cc: Bryan ELLIS <bryan.ellis@bureauveritas.com>
Subject: Proposed agreement with the Village of Salado

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Do not open attachments nor click on links, unless you are sure that the content is safe



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between Bureau Veritas North America, Inc., ("BVNA"), and the Village of Salado, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. Initiation of Services: During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. Scope of Services: BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. Term. This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. Time of Performance: The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately caused by BVNA's negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

~~**13. Limitation of Liability:** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as "BVNA") for all claims for negligent~~

~~professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.~~

14.13. Insurance: BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15.14. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

~~**16.15. Cause of Action:** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim.~~ Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement. Any cause of action brought against Client shall be brought within one (1) year of the work or services performed under this Agreement.

17.16. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18.17. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of

alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19-18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located. Venue for the adjudication of any claims arising under this Agreement shall be in Bell County, Texas.

20-19. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

24-20. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22-21. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23-22. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24-23. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25-24. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26-25. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27-26. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold

harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28-27. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29-28. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30-29. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31-30. Termination: This Agreement may be terminated immediately for cause by either party or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. ~~In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.~~

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32-31. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.

CLIENT

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the

Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

HEALTH SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Chapter 265, Subchapter L will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

PUBLIC WORKS SERVICES

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

Inspections

Inspection services include, but are not limited to making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include but are not limited to verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

PLANNING AND MAPPING SERVICES

Comprehensive Planning and Mapping services shall be provided as outlined below.

Base Mapping

- BVNA shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:
 - a) Highway and street rights-of-way;
 - b) Highway designations and street names;
 - c) All major drainage ways;
 - d) Major bodies of water;
 - e) Block and lot lines for all platted subdivisions as available;
 - f) Property lines within unplatted subdivisions as available;
 - g) The width of all major utility easements;
 - h) Railroad rights-of-way;
 - i) All subdivisions and their names;
 - j) Corporate limits;
 - k) Other major facilities or features to include but not necessarily limited to:
 - 1. Major park and recreation areas and facilities;
 - 2. Water Treatment plants;
 - 3. Sewage Treatment plants;
 - 4. Extraterritorial jurisdiction line, as appropriate; and
 - 5. Other significant features.

Housing Inventory, Analysis and Plan

- BVNA shall prepare a housing conditions inventory, analysis and plan.
- BVNA shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the four following classifications shall be utilized within the study:
 - a) Standard,
 - b) Minor Deteriorating,
 - c) Major Deteriorating, and
 - d) Dilapidated.
- BVNA shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BVNA will record vacant and abandoned residential units as the assessment is being made.
- BVNA shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
- BVNA shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BVNA shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- BVNA shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities.

Population

- BVNA shall compare census data of the locality from 1960 to present. BVNA will provide number of persons in each of the sex, race and Hispanic origin categories.
- BVNA shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
- BVNA shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BVNA will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

Land Use Inventory, Analysis and Plan

- BVNA shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ).
- BVNA shall use categories in classifying land uses shall include, as a minimum, the following:
 - a) Vacant (vacant developed or vacant undeveloped);
 - b) Agriculture (cultivated and range land - five or more acres);
 - c) Residential (single family, two family, multi-family, manufactured and mobile homes);
 - d) Commercial; (retail and services);
 - e) Industrial; (light and heavy);
 - f) Public and Semi-Public (schools, parks and public buildings); and
 - g) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
- BVNA shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map. Colors should conform to standard code.
- BVNA shall make a tabulation of the existing land uses to show:
 - a) Total acreage by use;
 - b) Percentage of acreage in each land use;
 - c) Acres per 100 persons, or other standard for comparison purposes; and
 - d) Developed and undeveloped land as a percent of the total land.
- BVNA will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:
 - a) Occupied dwelling units;
 - b) Existing land use;
 - c) Thoroughfares
 - d) Existing and anticipated population;
 - e) Soil characteristics as related to developments;
 - f) Adequacy of public utilities;
 - g) Adequacy of public facilities;
 - h) Storm drainage problem areas;
 - i) Natural and man-made constraints.
- BVNA shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BVNA shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

B. Economic Development

1. Historic Development And General Characteristics

- Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.
- BVNA shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:
 - Development of the economy;
 - Physical growth of the community;
 - The relationship of the community to the region.

2. Economic Base, "Barrier Analysis"

- BVNA will prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:
 - a) Retail facilities;
 - b) Wholesale facilities;
 - c) Service facilities;
 - d) Financial facilities;
 - e) Manufacturing facilities;
 - f) The physical facilities and rates for the following utilities and communication services:
 - 1. Electric;
 - 2. Water;
 - 3. Natural gas;
 - 4. Sewage and garbage disposal;
 - g) Transportation;
 - h) Quantity, quality and availability of raw materials;
 - i) Labor supply by sex, industry, and skills;
 - j) Available industrial sites and buildings to include:
 - 1. Location;
 - 2. Utility connections;
 - 3. Transportation;
 - 4. Availability.
- BVNA will determine to the extent possible the relationship of the elements inventoried to economic development potential.
- A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards.
 - a) Cost Factors:
 - 1. Wage levels (g) Land/site costs
 - 2. Electricity costs (h) Local property taxes
 - 3. Fuel costs (i) Financing costs
 - 4. Water costs (j) State costs
 - 5. Sewer costs (k) Other(s), as appropriate
 - 6. Building costs
 - b) Operating Condition Factors:
 - 1. Unskilled labor supply (k) Availability of air service
 - 2. Skilled labor (l) Vocational education facilities
 - 3. Productivity (m) Site availability
 - 4. Unionization (n) School facilities
 - 5. Labor-management relations (o) Medical services
 - 6. Electric power availability (p) Natural features, resources, geography, etc.
 - 7. Water and sewer availability (q) Others, such as, telecommunications,
 - 8. Gas availability aesthetics, community receptivity, laws,
 - 9. Common motor carrier service community organizations, debt, etc.
 - 10. Rail/freight service
 - c) BVNA shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.
 - d) BVNA shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and,

- e) Determine whether the pattern of economic growth should be altered.
- f) BVNA shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

3. PLAN

- BVNA shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- The implementation strategy should focus on private and public investment and resources.
- The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:
 - a) Public/private sector projects and their costs;
 - b) Financing sources and incentives; and
 - c) Changes to policies, codes and ordinances that could improve the economic climate.

C. Central Business District

1. Commercial Area Inventory

- BVNA shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
 - a) The existing land use of the Central Business District;
 - b) Street rights-of-way and pavement widths, where applicable;
 - c) Locations and condition of sidewalks, curbs and gutters;
 - d) On and off-street parking;
 - e) Condition of buildings;
 - f) Location of traffic controls by types; and
 - g) Traffic volumes and turning movements for major streets, where available;
 - h) Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
- BVNA shall show the above inventory on a symbol-coded map.
- BVNA shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

2. Analysis

- BVNA shall analyze the findings above and should determine:
 - a) The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
 - b) A ratio of existing and projected commercial acreage;
 - c) A ratio of used and vacant commercial floor area in the central business district; and
 - d) Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

3. Central Business District Plan

- BVNA shall prepare a goal(s) statement and annual Central Business District related objectives.
- To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- In relation to recognized problems, goals and objectives, BVNA shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
 - a) Improvement to facades and alleyways;
 - b) Pedestrian walkways;
 - c) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
 - d) Removal of obsolete buildings and overhead utility lines.

- BVNA shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District
- Plan map(s) shall, as a minimum include but not necessarily be limited to:
 - a) Any necessary rearrangement of land uses to improve compatibility;
 - b) Any necessary building relocation or reorientation in order to improve their usefulness; and
 - c) On and off-street parking areas.
- BVNA shall present phased improvements, estimated costs and sources of funding.

D. Street System

1. Street Study

- BVNA shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
 - a) Rights-of-way widths, as available;
 - b) Paving widths, types and condition of pavement;
 - c) Curb and gutter and/or borrow (roadside) ditches;
 - d) Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.
- Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BVNA shall prepare a Street Conditions Map showing the existing street system inventory.

2. Street System Analysis

- BVNA shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BVNA shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes.

3. Street Plan

- BVNA shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy-related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map BVNA shall prepare a Future Street Conditions Map.
- The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

E. Thoroughfare System

1. Inventory Of Major And Collector Streets

- BVNA shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
- BVNA shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
 - a) Peak hour and average daily traffic counts, where available;
 - b) Right-of-way widths;

- c) Paving widths, types and condition of pavement;
 - d) Traffic control data;
 - e) Parking restrictions;
 - f) Curb and gutter;
 - g) Origin and destination information, where available;
 - h) Land use and traffic generator information;
 - i) Truck routes; and,
 - j) Emergency routes.
- Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
 - Using the base map for illustrative purposes, BVNA shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

2. Thoroughfare Analysis

- BVNA shall list and rank problems related to the thoroughfares system.
- To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
 - a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
 - b) Circulation studies prepared previously; and
 - c) Street standards approved by the locality and State.

3. Thoroughfare Plan

- BVNA shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BVNA shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
- Using the base map at its contracted scale for illustrative purposes, BVNA shall show phased improvements on a Future Thoroughfares Map.
- BVNA will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

F. Water System

1. Water System Inventory

- BVNA shall make a review of all prior studies and other available data on the existing water system.
- BVNA shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
 - a) Location of lines, valves, fire hydrants, and line sizes;
 - b) location and capacity of ground and elevated storage facilities;
 - c) Location and capacity of wells and pumps;
 - d) Location and capacity of water treatment facilities, as appropriate;
 - e) Location and capacity of generators;

- f) Condition of system elements and other system data, as available.
- Using the base map for illustrative purposes, BVNA shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.
- BVNA shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

2. Water System Analysis

- BVNA shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:
 - a) Water quality;
 - b) Storage facilities;
 - c) Availability of water; future needs;
 - d) Water pressure;
 - e) Water costs to city;
 - f) Water cost to customers and review of current and
 - g) Operation procedures.
- Distribution lines;
- Ability to function under disaster situations, such as, flood, fire, tornado, power outages, etc.
- BVNA shall determine the adequacy of the system to meet existing and forecasted needs.
- BVNA shall evaluate the local system's capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.
- BVNA shall evaluate the local system's capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

3. Water System Plan

- BVNA shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
- As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, BVNA shall include drought and conservation plans in its overall water system plan. The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.
- Using the base map for illustrative purposes, BVNA shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

G. Wastewater System

1. Wastewater System Inventory

- BVNA shall make a review of all information regarding the existing wastewater system.
- BVNA shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
 - a) Location, condition, and size of lines as available;
 - b) Location of manholes and cleanouts;
 - c) Location and capacities of lift stations;
 - d) Location and capacity of generators;
 - e) Treatment facility and operation arrangement.
- Using the base map for illustrative purposes, BVNA shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BVNA shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

2. Wastewater System Analysis

- BVNA shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:
 - a) Infiltration;
 - b) Industrial waste and special treatment facilities;
 - c) Operational procedures;
 - d) Unserved areas;
 - e) Characteristics of the soil and terrain affecting collection treatment;
 - f) Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

3. Wastewater System Plan

- BVNA shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BVNA shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
- Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

H. Storm Drainage System

1. Storm Drainage Inventory

- BVNA shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
 - a) Location and condition of drainage ways;
 - b) Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
 - c) Location of 100 years flood hazard areas; and
 - d) Identification of areas within the community where local flooding has occurred.
- Using the base map for illustrative purposes, BVNA shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

2. Storm Drainage Analysis

- BVNA shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BVNA shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated.
- Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. Storm Drainage Plan

- BVNA shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy-related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BVNA shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

I. Recreation And Open Space

1. Recreation And Open Space Inventory

- BVNA shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
 - a) Location, type and use of public parks;
 - b) Location and type of public recreation facilities, including public school facilities;
 - c) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- BVNA shall identify the service area of the parks and recreational opportunities it provides.
- Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. Recreation And Open Space Analysis

- In coordination with city officials, BVNA shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BVNA shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- BVNA shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BVNA shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- BVNA shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

3. Recreation Facilities And Open Space Plan

- In cooperation with municipal agencies, BVNA shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BVNA shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
 - a) Recommendations for improvements and expansion to existing facilities;
 - b) Recommendations for the general location of new facilities;
 - c) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
 - d) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
 - e) Population projections for the period of the plan and demographics on ethnicity, age, and income.
 - f) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
 - a) Phasing of clear and measurable priorities;
 - b) Timeline for completion;
 - c) Estimated cost by project; and
 - d) Possible sources of funding.

J. Capital Improvements Program

1. Financial Analysis

- BVNA shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:
 - a) Past, present, and anticipated sources and amounts of income;
 - b) Annual budgets;
 - c) Operating costs;
 - d) Direct and overlapping public debt;
 - e) Outstanding municipal bonds and their schedule of retirement;
 - f) Public improvements financing practices; and
 - g) Recommended standards concerning debt limitations.

2. Capital Needs List

- Based on the previous studies, and all capital needs, BVNA shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. BVNA shall classify the type of capital improvements according to guidelines, such as:
 - a) Mandatory: Those which protect life or health.
 - b) Necessary: Those which are important public services.
 - c) Desirable: Those which replace obsolete facilities.
 - d) Acceptable: Those which reduce operating costs.

3. Capital Improvements Program

- In consonance with the capital needs list and in coordination with the city's budget, BVNA shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
- A map shall be prepared to show the projects by type and year of construction.

K. Subdivision Ordinance

1. Ordinance Development

- BVNA shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BVNA shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BVNA shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

L. Zoning Ordinance

1. Ordinance Development

- BVNA shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.
- Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws,
- Based on the Land Use Plan and other plans related to physical development of the municipality, BVNA shall have prepared a Zoning District Map using the base map.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BVNA shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.
- The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

Current Planning Activities

Zoning Application and request reviews and analysis

- Property owner information within 200 feet of site application can be mapped and mailing labels provided.
- Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
- Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
- Zoning Ordinance based upon owner request will be prepared. (Recommended ordinance wording can be provided).
- An analysis/staff report can be prepared for city from a planning perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.
- Adjustments to the Comprehensive Plan and zoning map can be made if approved.

Site Plan Applications and request reviews and analysis*

- Review of application for general completeness for accepting site plan for review.*
- Review for compliance with appropriate general zoning district or planned development. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- Review for compliance with landscape requirements.
- Review of circulation/fire lanes.

- An analysis/staff report can be prepared for city from a planning design perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Preliminary Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Final Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review of conformance to preliminary plat.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication between applicant and BVNA can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Base Map/Zoning Map Updating:

- Preparation of new digital base map.
- Updating existing base map.
- Updating or preparing zoning maps.

911 Addressing

- Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
- Address all new developments

*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

**If not available BVNA will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

ADA SERVICES

PHASE 1 ADA Services

Phase 1A: ADA Coordinator and Department Liaison Selection and Training

- **Scope:** Assist City with identifying an ADA Coordinator if not already done so. Work with appointed ADA Coordinator to identify ADA Liaisons, at a minimum, for all public facing departments (i.e. Permitting, Water Utility, Library, Parks & Rec., Police, Fire, etc...). Help ADA Coordinator develop training material for distribution to all ADA Liaisons. Also assist ADA Coordinator to develop a master schedule for quarterly, bi-annual or annual meetings between ADA Coordinator and ADA Liaisons (ADA Task Force).

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Standard Professional Services Agreement (Facilities) - Rev. (3) 04-14-2021

Phase 1B: ADA Notice Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Notice specific to the City represented. Ensure that all ADA notices are displayed at public facing and internal facing areas. Ensure that ADA notice is also placed on city website.

Phase 1C: ADA Grievance Procedure Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Grievance Procedure. Develop complaint form and make complaint form accessible. Ensure that procedure includes ability for complainants to access and file complaints easily. Ensure that grievance procedure is available on city website and accessible.

Phase 1D: ADA Training at Staff Level Public Facing Departments

- **Scope:** Once ADA Coordinator and ADA Liaisons are identified, develop a training schedule to allow public facing department staff to attend ADA training. Assist ADA Coordinator with one training session. Assist with development of training materials.

PHASE 2 ADA Services

IMPORTANT: Sample of Tasks & Costs Only – Client Specific Tasks & Costs TBD

Phase 2A: ADA Self-Evaluation

- **Scope:**
 - **Task 1 – Project Management:** Bureau Veritas (BV) will maintain project records, budgets, and communication during the project duration. BVNA will provide weekly project update calls to assigned City staff (ADA Coordinator) to keep schedule current.
 - **Task 2 – Project Kickoff:** Meet with City staff to introduce the proposed project tasks, schedule, and method of prioritizing barrier removals. Coordinate with City staff to identify and collect necessary documents to support Self-evaluation process and facilities survey.
 - **Task 3 – Initiate Self-evaluation:**
 - **3A:** Meet with major public facing departments ADA Liaisons (Parks & Rec., Police, Fire, Codes & Permitting, Public Works, Library, Health) to begin review ordinances, policies, and procedures of programs, services, and activities.
 - **3B:** Provide instructions and handouts to ADA Liaisons and describe how they can perform reviews of item 3A and by what scheduled date the reviews are due back to BVNA for compiling.
 - **3C:** Work with ADA Liaisons to ensure they understand their responsibilities to update the final ADA Transition Plan in future years.
 - **Task 4 – Facilities Survey:**
 - **4A: Public buildings** – Survey three (3) City buildings (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4B: Public parking lots** – Survey three (3) public parking lots (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4C: City parks** – Survey up to three (3) city parks to review shelters, restrooms, sport courts, fields, pools, concession stands, playground equipment, pedestrian and bicycle trails.
 - **4D: Signalized intersections** – Survey up to fifteen (15) city owned and maintained signalized intersections. BVNA will evaluate curb ramps and sidewalks leading to each

intersection. Signage at each intersection will also be reviewed. Which intersections to survey depends on City staff input, traffic volumes, and adjacent land uses.

- **4E:** Sidewalks – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.
- **Task 5 – Survey Data Reporting:**
 - **5A:** BVNA will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
 - Listing of facilities in compliance.
 - Listing of facilities not in compliance.
 - Recommended actions to resolve non-compliance elements.
 - Prioritize list of recommended actions based on agreed upon methodologies between BVNA and City staff.
 - Assign conceptual costs and budget based on prioritized list of recommended actions.
 - Provide photo log of each facility surveyed.
 - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.
 - **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

Phase 2B: ADA Transition Plan

- **Scope:**
 - **Task 1** – Coordinate with ADA Coordinator on strategy for developing Transition Plan including review of City ordinances, design standards relating to sidewalks, curb ramps, Identify policies and procedures for compliance with ADA regulations.
 - **Task 2** – Develop **survey** process to assist ADA Coordinator with evaluating accessibility improvements identified in Phase 2A: ADA Self-evaluation. Utilize prioritization methodology developed within Phase 2A for recommended improvements.
 - **Task 3** – **Assist** ADA Coordinator in creating an implementation schedule for accessibility improvements. Prioritize improvements by facility type, severity, and cost estimates.
 - **Task 4** – **Review** and recommend exceptions and exemptions that may apply under ADA regulations such as historic significance, alteration affecting fundamental nature of programs, services, and activities, structural feasibility, and programs affected by financial and administrative burden.
 - **Task 5** – **Assist** ADA Coordinator with defining on-going budget needed to implement the Transition Plan and bring non-compliance elements into compliance. Help identify possible external funding sources if applicable.

Phase 2C: Public Participation, Outreach, and City Staff Training

- **Scope:** The Department of Justice requires public entities to engage with the public during the ADA Transition Plan development including appropriate consultation with individuals with disabilities.

- **Task 1** – BVNA will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.
- **Task 2** – BVNA will **prepare** outreach materials and prepare brief summary of the workshop and highlight actions items.
- **Task 3** – Conduct ADA Coordinator and Liaisons training relating to disabilities etiquette, technologies, and procedures that can assist City staff in providing services to people with disabilities.

Phase 2D: Meetings, Presentation to Council, and Documentation

- **Scope:**
 - **Task 1 – Progress Meetings:** BVNA will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
 - **Task 2 – City Council Meeting:** BVNA will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
 - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
 - **Task 4 – Draft ADA Self-evaluation and ADA Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
 - **4A:** Executive summary describing the project purpose, process, and significant findings.
 - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
 - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
 - **4D:** BVNA will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.
 - **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BVNA will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
 - **Task 6 – Final Deliverables:**
 - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
 - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
 - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

HYGIENE SAFETY EXCELLENCE

BVNA has launched a certification label based on health measures to accompany the resumption of activity in various industries, both private and public. The Hygiene Safety Excellence Certification program assists with reopening facilities and services. Our partnership with the Cleveland Clinic provides clear guidance and ensures confidence for both internal employees and the public as programs and services resume. This certification program includes the following five phases. All phases may be selected or individual phases may be selected to match the needs requiring assistance and BVNA will assist accordingly.

- I. **CONSULTING:** Build a detailed Hygiene Safety Excellence (Guide) for prevention and safety.
- II. **TRAINING AND COMMUNICATION:** Create and administer communication/training kits for good hygiene practices for all employees (optional collaboration initiatives between Client marketing and BVNA marketing to promote hygiene safety).
- III. **INITIAL AUDIT:** Complete initial audit and reporting of hygiene protocols and operational requirements (optional surface testing if requested).
- IV. **HYGIENE SAFETY EXCELLENCE LABEL:** Apply for Hygiene Safety Excellence Certification (and install Certification label).
- V. **SURVEILLANCE:** Continue ongoing auditing and testing in order to comply with the Hygiene Safety Excellence (Guide).

**ATTACHMENT B
FEE SCHEDULE**

CONSTRUCTION CODE SERVICES

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

FIRE SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00

\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review	\$200.00
Fire Code Plan Inspection	\$250.00

Fire Extinguisher Suppression System

Per permit, one Inspection	\$450.00
Each re-inspection	\$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections	\$150.00
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.
New Building

Group B occupancy
 Type VB construction
 10,000 square feet total building area
 Declared construction valuation \$1,200,000.
 Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.
 The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

HEALTH SERVICES

PER INSPECTION ONLY:

Food Service Inspections - Per each inspection	\$150.00
<ul style="list-style-type: none"> • Permanent Food Establishment Inspection • Mobile Food Vendor (Hot and Cold Truck) Inspection • Seasonal Vendor Inspection • Public Swimming Pool Inspection 	
Temporary Event Inspection - Per each permit	\$100.00
Complaint Investigation - Per each complaint	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for each re-inspection.	\$150.00 per hour
* Minimum one hour	

PUBLIC WORKS SERVICES

Public Works Plan Review Only	1.0% of the cost of construction
Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	\$150/hour, minimum 4 hours.

PLANNING AND MAPPING SERVICES

Fixed Fees (Based on estimated population in \$/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	Elements	Cost / 100 people	Min. Hours
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	\$2,000	67
2	Parks & Recreation	\$750	25
3	Thoroughfare Plan	\$750	25
4	Central Business District Planning	\$1,250	42
5	Zoning Ordinance	(fixed fee) \$6,500	43
6	Subdivision Ordinance	(fixed fee) \$6,500	43
7	Streets Condition Study	\$700	23
8	Water Study Distribution and Supply	\$1,000	33

9	Wastewater Collection and Treatment	\$1,000	33
10	Capital Improvement Plan	\$300	10
11	Digital Map preparation*	\$1,000	33
12	Citizen Participation	\$1,250	42

As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element

* Assume easy access to documents - additional research listed under additional services

Hourly Fees

Available Planning Services	
Element	Cost
Site Plan Review	\$150 per hour (1 hour minimum)
Site Plan Preparation	\$150 per hour (1 hour minimum)
Zoning Application Review	\$150 per hour (1 hour minimum)
SUP Application Review	\$150 per hour (1 hour minimum)
Zoning Board of Adjustment Application Review	\$150 per hour (1 hour minimum)
Sign Application Review	\$150 per hour (1 hour minimum)
Zoning Case Ordinance Preparation	\$150 per hour (1 hour minimum)
Plat Review - Planning Perspective	\$150 per hour (1 hour minimum)
Public Hearing Notice map and ownership list (City Mails)	\$150 per hour (1 hour minimum)
Zoning Map Updates	\$150 per hour (1 hour minimum)
911 Address mapping (First Time)	\$1,000 per person Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)
City Council/Planning and Zoning Meeting	\$225 per hour (1 hour minimum)
Contract Planning Director	\$175 per hour (1 hour minimum)
Contract Planner	\$150 per hour (1 hour minimum)
Contract work for Developer interests	\$150 per hour (1 hour minimum)
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)
Additional Services	\$150 per hour (1 hour minimum)

* Assume easy access to documents - additional research listed under additional services

Reimbursable Expenses (\$150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography and reproduction
- Special shipping

ADA SERVICES

Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	\$150.00	\$6,000.00
1B – ADA Notice Development & Distribution	40	\$150.00	\$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	\$150.00	\$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	\$150.00	\$8,400.00
Grand Total:	176 (1.5 wks)		\$26,400.00

Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	\$150.00	\$86,400.00
2B – ADA Transition Plan	96	\$150.00	\$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	\$150.00	\$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	\$150.00	\$25,200.00
Grand Total:	880 (5.5 mos.)		\$132,000.00

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BVNA can review and provide cost estimates to accommodate the City.

HYGIENE SAFETY EXCELLENCE

Service(s)	Related Protocol(s)	Fee(s)
Consulting – Hygiene Safety Excellence Protocol (Guide)	Client Specific (One-time fee)	\$1,250 per man day
eLearning platform and sector specific modules	Client Specific	\$15 per user, plus One-time setup cost \$500 Optional custom portal per unique module / department function (\$2,000)
Physical Audit	Client Specific	\$1,450 estimate per Facility*
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	\$195 estimate per Facility

*The fee for a larger-sized building may be a higher fee than the estimated Fee shown in the Table. BVNA will propose a fee per facility.
 **BVNA recommends 10 surface tests per property of random surfaces of service counters, etc.

BOA Agenda Item #5(F)



Date Submitted:

Agenda Date Requested: March 4, 2024

Agenda Item: 5(F)

Project/Proposal Title: Discussion and Possible Action

Council Action Requested:

Ordinance

Resolution

X Motion

Discussion

Project/Proposal Summary:

DISCUSS AND RATIFY APPROVAL OF CONTRACT CHANGE ORDER NUMBER ONE WITH ROYAL VISTA INC., IN THE AMOUNT OF \$37,815.00.

Manuel De La Rosa

From: Thomas, Solomon <Solomon.Thomas@mrbgroup.com>
Sent: Wednesday, February 28, 2024 11:17 AM
To: stevegreen.rvi@gmail.com; Steve DeLeon
Cc: McBride, Justin; Manuel De La Rosa
Subject: Village of Salado - Stagecoach Circle Drainage Improvements - Change Order 001
Attachments: Change Order 001- Salado - Stagecoach Drainage WL Lowering.pdf

Steve,

Please see attached change order for your signature. I revised the one previously sent since the days on the change order were not on the correct line. Please sign and return for Salado to execute.

Thank you,

SOLOMON THOMAS




Project Manager
d: 254.800.2401
m: 254.239.7802



303 W. Calhoun Ave., Temple, Texas 76501
t: 254.771.2054

www.mrbgroup.com

Contract Change Order

Project: Stagecoach Circle Drainage Improvements Village of Salado Engineer: MRB Group, PC MRB Project Number 1963.22000.12			Change Order Number: One (001) Date Prepared: 2/28/2024 Prepared by: Solomon Thomas			
Owner: Village of Salado 301 N Stagecoach Salado, TX 76571			Contractor: Royal Vista Inc. 350 CR 260 Liberty Hill, TX 78642			
Description of Work Included in Contract: Upgrade drainage structures along Stagecoach Circle and Chisholm Trail.						
Changes and Reasons Ordered (List of Individual Changes as: A, B, C, D, etc.)						
A	Lower existing 6" water main and install steel casing beneath the roadway (appx 71 linear feet). This change order also includes the lowering of a 2" service line (appx 50 linear feet) in order to clear the proposed box culverts. Also included is asphalt removal and replacement and all other incidentals necessary to complete the water and service line relocations.					
Attachments:						
Contract Changes	Line/SPEC Item #	Bid Item Description	Unit of Measure	Quantity Changes	Unit Price	New Cost
A	New Item	Lower existing 6" water main and 2" service line	LS	1	\$37,815.00	\$37,815.00
Net Cost for this Change Order						\$37,815.00
Estimate Project Cost						
Original Contract Amount						\$ 499,986.50
Amount of Change Orders Previously Approved						\$ -
This Change Order						\$ 37,815.00
Number of Change Orders Previously Approved						0
Total of All Change Orders (including this request)						\$ 37,815.00
Total of All Change Orders as % of Original Contract						7.56%
State Limitation of Total Change Orders (% of Original Contract)						25%
Time Change						
Original Contract Time (Calendar days)						120
Contract Time (Calendar days) by Previous Change Order						0
Additional Calendar Days Granted by this Change Order						5
New Contract Time (Calendar days)						125
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS						
The original contract price was \$ 499,986.50 The sum of \$ 37,815.00 is hereby added to the contract and total adjusted contract price to date thereby (including all previous change orders) is \$ 537,801.50						
Completion time provided in the contract is increased by 5 days for a contract total of 125 days						
THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY HERE TO.						
Recommended by:						
Engineer:			MRB Project Manager	2/22/2024		
	Engineer's Signature		Title	Date		
Accepted By			Proj. Manager	2/28/24		
Contractor:	Contractor's Signature		Title	Date		
Accepted By			Village Administrator	02/29/2024		
Village of Salado	Village of Salado Administrator's Signature		Title	Date		



Salado Water Supply Corporation

Minimum Requirements and specifications to install new water lines in Salado WSC (CCN) Survey of Convenience and Necessity.

- Minimum size shall be 6-inch line
- Class C 900
- All fittings shall be cast iron with mega-lugs or equivalent securing device
- Cover depth shall be from 60" to 36"
- Bedding material shall be pea gravel
- Pipe shall be bedded a minimum of 8" below and 8" above pipe
- All pipe under roadways, whether paved or concrete surfaces, must be encased
- All saddles must be brass
- Services must be 1" poly with 1" angle stops with inserts at each connection point
- Tracer wire must be installed for pipe location
- Water lines shall be at least 5' from curb

Post Office Box 128
Salado, Texas 76571
(254) 947-5425
(254) 947-5736 (Fax)

BOA Agenda Item #5(G)



Date Submitted:

Agenda Date Requested: March 4, 2024

Agenda Item: 5(G)

Project/Proposal Title: Discussion and Possible Action

Council Action Requested:

Ordinance

Resolution

X Motion

Discussion

Project/Proposal Summary:

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING PAYING OFF THE BALANCE TO AMERICAN NATIONAL LEASING COMPANY, AGREEMENT NUMBER 2927C, POLICE 2020 CHEVROLET PPV TAHOE, LAST FOUR OF VIN 7016, IN THE AMOUNT OF \$9,064.99.

INVOICE

AMERICAN NATIONAL LEASING COMPANY

REMIT TO: 2732 Midwestern Parkway \ Wichita Falls, TX 76308-2904

TO: Village of Salado
313 Stagecoach Rd.
Salado, TX 76571

Date: 3/4/2024
Fleet # 00024

PAYOFF BALANCE

DATE	DESCRIPTION	PAYOFF BALANCE	TOTAL DUE
3/04/24	Lease #2927 2020 Chevy Tahoe RESIDUAL	\$9,063.99 \$1.00	\$9,063.99 \$1.00
	Payoff Quoted For 3/8/2024		
	SUBTOTALS	\$9,064.99	\$9,064.99

PAY THIS AMOUNT \$9,064.99

Manuel De La Rosa

From: Allen Fields
Sent: Monday, March 4, 2024 10:09 AM
To: Manuel De La Rosa
Subject: FW: UNSECURE: PAYOFF QUOTE
Attachments: Village of Salado - Lease #2927.pdf

Manny,

I contacted Robyn at American National Leasing Company, Please find attached the payoff for the second vehicle through their company. According to Robin, the previous check (\$9,378.12) will suffice as payoff for #2769-1C. The payoff for #2927 will be \$9,064.99 as long as the check is dated for Friday, 03/08/2024.

Respectfully,



Allen K. Fields

Chief of Police

Village of Salado Police Dept.
313 N. Stagecoach Road
Salado, Texas 76571

Phone: 254-947-5681

Cell: 254-534-1523

Email: afields@saladotx.gov



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From: Robin Korbuly <robink@amnat.com>
Sent: Monday, March 4, 2024 9:58 AM
To: Allen Fields <afields@saladotx.gov>
Subject: UNSECURE: PAYOFF QUOTE

Please find the payoff quote for Lease #2927 per your request.
I made this payoff for 3/8/2024.

Thank you!

American National Leasing Company


GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2927C

LESSOR: AMERICAN NATIONAL LEASING COMPANY
 2732 Midwestern Parkway
 Wichita Falls, TX 76308

LESSEE: VILLAGE OF SALADO
 313 STAGECOACH RD.
 SALADO, TX 76571
 (254) 947 - 5080

VENDORS: CALDWELL COUNTRY CHEVROLET
 P. O. Box 27
 Caldwell, TEXAS 77836
 (979) 567 - 1500

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Price
CK16706	1GNLGD2C6LR307016	2020 Chevrolet PPV TAHOE With Emergency Equipment	1	\$44,568.00
TOTAL:				\$44,568.00
LESS DOWN PAYMENT:				(\$16,075.00)
Document Fees:				\$100.00
TOTAL CAPITALIZED COST:				\$28,593.00


 Lessee: Please initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$7,252.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use Inside:	Bell County	Property Tax:	EXEMPT
		Total Payment:	\$7,252.00
		Lease End Date:	DECEMBER 21, 2023

[END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

TERMS AND CONDITIONS

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

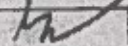
4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 285(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).


Lessee: Please Initial

7.) OWNERSHIP; RETURN; PERSONAL PROPERTY: Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof, and title thereto shall be immediately vested in Lessee, and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of twelve (12%) per cent annum until paid.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

8.) PURCHASE OPTION: If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

9.) ASSIGNMENT: Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor, it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against the original Lessor as to any matters that Lessee may be entitled to assert against the original Lessor.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) LOSS; DAMAGE; INSURANCE: As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to and does hereby indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the Equipment during the term of this Agreement, or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.


Lessee: Please Initial

11.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of liens, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

12.) **EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

(a) **Events of Default.** In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) **Remedies.** If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

(i) Lessee shall return the Equipment to Lessor as provided in Section 7

(ii) Lessor may retain all Lease payments previously paid by Lessee.

(iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.

(iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) **Late Charges.** Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law.

(d) **Expense of Enforcement.** Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

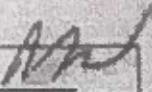
13.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in


Lessee: Please Initial

accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment, and agree not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

15.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.


Lessee: Please Initial

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: DECEMBER 23, 2020

Lessor: American National Leasing Company

By: Mike Cuba
Mike Cuba
President

Lessee(s): VILLAGE OF SALADO
313 STAGECOACH RD
SALADO, TEXAS 76571
Federal Tax ID #:74-2982724

By: Don Ferguson
Don Ferguson
Village Administrator

LESSEE'S ACCEPTANCE

TO VENDOR (Caldwell Country Chevrolet) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee(s): VILLAGE OF SALADO
313 STAGECOACH RD
SALADO, TEXAS 76571
Federal Tax ID #:74-2982724

Date of Acceptance: December 23, 2020

By: Don Ferguson
Don Ferguson
Village Administrator

Don Ferguson
Lessee (Printed Name)

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
12/23/2020	\$16,075.00
12/23/2021	\$7,252.00
12/23/2022	\$7,252.00
12/23/2023	\$7,252.00
12/23/2023	\$9,000.00


Lessor Please Initial

Exhibit A

Exhibit A

Purchase Option Price

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

- (a) The remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus
- (b) Accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

Exhibit A


Lessor: Phoenix Capital

BOA Agenda Item #5(H)



Date Submitted:

Agenda Date Requested: March 4, 2024

Agenda Item: 5(H)
Project/Proposal Title: Discussion and Possible Action

Council Action Requested:

Ordinance

Resolution

Motion

Discussion

Project/Proposal Summary:

DISCUSS AND CONSIDER POSSIBLE ACTION ON PETITION FOR SPEED HUMP ON SMITH BLUFF ROAD.

January 24th 2024 Petition to Salado City Manager - to have Engineers investigate putting in a Speed Bump on Smith Bluff Road

Address	Printed Name	YES (to City Speedbump)	NO (to City Speedbump)	Signature	Date
1906 Smith Bluff Road	Doris Metcalf	YES		Doris Metcalf	1/28/24
2010 Smith Bluff Road	Melissa Wynne	YES		Melissa Wynne	1/28/24
2016 Smith Bluff Road					
2100 Smith Bluff Road	CARY D. FOSTER	✓		Gary De Foster	1/27/24
2106 Smith Bluff Road	James/Lora Hansen	✓		James/Lora Hansen	1-24-2024
2208 Smith Bluff Road	BRYAN STAN	✓		Bryan Stan	1-24-24
2216 Smith Bluff Road	blue W. JIMMERZ	✓		Blue Wimmerz	1.28.24
2306 Smith Bluff Road	Dorothy K Wilson	✓		Dorothy K Wilson	1.18.24
2312 Smith Bluff Road	ROBERT HAIR	✓		Robert Hair	1-27-24
2408 Smith Bluff Road	GARY KRAMBSKY	✓	maybe	Gary Krambsky	1/27/24
2416 Smith Bluff Road	Sam Kambary			Sam Kambary	1/24/24
2422 Smith Bluff Road					
2409 Smith Bluff Road	Eric DeLano	✓		Eric DeLano	1/27/24
2200 Smith Bluff	Bob Bradley	✓		Bob Bradley	1/27/24
1907 Smith Bluff Road					
2017 Smith Bluff Road					
2105 Smith Bluff Road					
2201 Smith Bluff Road	TORRAN HOLLINGSWORTH	✓		Torrans Hollingsworth	1.25.24
2217 Smith Bluff Road	Jeff & Leslie Van Cura	✓		Jeff & Leslie Van Cura	1/24/2024
2301 Smith Bluff Road	Carol Wenzel	✓		Carol Wenzel	1/25/24
2307 Smith Bluff Road					
2313 Smith Bluff Road	Annalou Campbell	✓		Annalou Campbell	1/27/2024
1220 Fairway	Luke Clark	✓		Luke Clark	1-27-24
1212 Fairway	James Rivi gatt+	✓		James Rivi gatt+	1-27-24
1213 Fairway	M. EDWARDS	✓		M. Edwards	1-27-24

EVOLIS VISION

>
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INFORMATION



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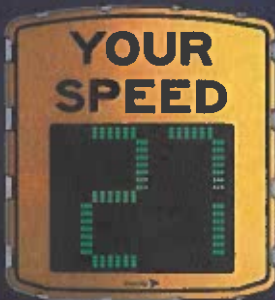
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INFORMATION



EVOLIS Vision



EVOLIS Mobility

DISCOVER THE MAIN CHARACTERISTICS OF EVOLIS VISION AND MOBILITY, THE MOST EFFICIENT RADAR SPEED SIGN ON THE MARKET!

- **LONG-LASTING AND LIGHTWEIGHT:** Constructed with ABS Injection Molded Resin
- **ACCURACY:** Utilizes Doppler radar technology with a detection range exceeding 1,000 feet and a range reliability of +/-1%
- **HIGH VISIBILITY:** Features 15" speed digits and 3-row LEDs
- **HIGHLY CONNECTED:** USB / Bluetooth - Optional 4G for bidirectional data
- **3 POWER OPTIONS:** Solar panel (up to 7,000 vehicles/day), 2 batteries (up to 14 days, depending on traffic), or AC mode (with 5 hours of nightly charging)
- **ALL-INCLUSIVE:** Includes FREE updates and NO subscription fees, with a 2-year warranty

**JOIN OUR COMMUNITY!
YOU'RE THE ONE TO
MAKE THE CHOICE!**

« As the main roads are congested during high-traffic hours, some people use side roads through residential areas and end up speeding. The 2 Evolis radar speed signs have helped us to dramatically reduce speeding. »

Lieutenant Craig Stauts - Oaklyn Police Department, NJ



Connect with us today to become part of our mission for safer roads and a better tomorrow!

Your Account Managers
Romel MOLINA and Alia DILLON



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