

**NOTICE OF MEETING  
THE CITY COMMISSION OF BROCK, TEXAS**

MAYOR JAY HAMILTON  
COMMISSIONER BEN DAVIS  
COMMISSIONER DEBBIE SCRIMSHIRE

ATTORNEY WHITT L. WYATT  
TOWN CLERK ALYSSA VANESLER

**MEETING DATE AND TIME:**

Monday, October 16, 2023, 6:30 PM

**MEETING LOCATION:**

Brock Community Center  
2115 FM 1189 Brock TX 76087

**REGULAR AGENDA**

Begins at 6:30pm

*Unless specifically noted otherwise, action may be taken on any item listed below*

**1. CALL TO ORDER AND ANNOUNCE QUORUM**

**2. INVOCATION AND PLEDGE**

**3. REGULAR AGENDA: Discussion and Possible action on the following**

**3.1** Chef's Pantry (The Vander Lans) – Variance request for indoor chairs/outdoor patio seating for dining.

**3.2** Discuss Water/Wastewater Engineering Plan.

**3.3** Discuss and consider approval of updated contract with Bureau Veritas.

**3.4** Authorize Interlocal agreement with Parker County for joint road projects.

**3.5** TABLED FROM THE 9/18/23 TOWN COMMISSION MEETING: **Public Hearing** to discuss an Ordinance establishing a permitting requirement for mobile food vendors.

**3.6** **Public Hearing** to discuss amending the comprehensive zoning ordinance by amending the off-street parking regulations and providing for variances to off-street parking regulations in certain districts.

**3.7** TABLED FROM THE 9/18/23 TOWN COMMISSION MEETING: Discuss fire certification of occupancy inspection.

**3.8** Approve Meeting Minutes from September 18, 2023 Commission Meetings.

**3.9** Approval of Invoices for Payment:

- (a) Legal Services – WHF Invoice #189 (\$7,840)
- (b) Nextlink monthly phone service – 10/6/23 Invoice (\$42.39)
- (c) The Weatherford Democrat – 9/30/23 Invoice (\$218.95)

**3.10** Review RFQ for audit services response received.

**3.11** Review Town checking account deposits/disbursements

**3.12 TABLED FROM THE JUNE 26, 2023 TOWN COMMISSION MEETING:** Public hearing to consider approval of AN ORDINANCE OF THE TOWN OF BROCK, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REZONING APPROXIMATELY 11.51± ACRES OF LAND GENERALLY LOCATED AT 1700 FM 1189, FROM LOCAL RETAIL (LR), TO A NEW PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO ALLOW A MIXED USE DEVELOPMENT COMPRISED OF OFFICE, RESTAURANT AND RETAIL, USES, AND ASSOCIATED PUBLIC AND PRIVATE OPEN SPACE AND COMMON AREAS; FURTHER PROVIDING FOR THE APPROVAL OF A CONCEPT PLAN AND BUILDING ELEVATIONS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

**4. REPORTS:**

**4.1** City Attorney Update re the Town's Comprehensive Plan, Zoning Ordinance and Development Codes.

5. **CITIZEN COMMENTS:** The public may address the Commission regarding any item. Persons desiring to address the Commission must register on the sign-in sheet prior to the start of the meeting. Comments are limited to three (3) minutes.

*Limited reply by the Commission is allowed under The Texas Open Meetings Act as follows: (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to: (1) A statement of specific factual information given in response; or (2) A recitation of existing policy in response; (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting*

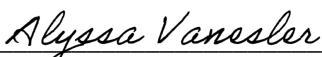
6. **EXECUTIVE SESSION:** The Commission reserves the right to adjourn into executive session at any time during the meeting to discuss any of the matters listed on the agenda, as authorized by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY.

Discuss and consider action following executive session.

**7. ADJOURN**

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on or before Friday, October 13, 2023, prior to 6:30 p.m. at the Brock Community Center, 2115 FM 1189 Brock Texas 76087 and at Brock Town Hall, 2451 FM 1189, Brock, Texas 76087.

  
\_\_\_\_\_  
Alyssa Vanesler  
Town Clerk

### **ACCESSIBILITY STATEMENT**

*In compliance with the Americans with Disabilities Act, reasonable accommodations for persons attending meetings will be provided. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Alyssa Vanesler at [townclerk@brocktx.net](mailto:townclerk@brocktx.net) or via phone 817-396-5333.*

**TOWN OF BROCK**  
**COMMISSION AGENDA BRIEFING**  
**October 16, 2023**

**Agenda Item 3.1**

**Title**

Variance request for Chef's Pantry

**Item Summary**

A Variance request from the Vander Lans, for their place of business, Chef's Pantry, located at 1891 FM 1189, Brock, TX, to have patio tables/chairs on the outside as well as a few chairs inside for customers to dine.

**TOWN OF BROCK**  
**COMMISSION AGENDA BRIEFING**  
**October 16, 2023**

**Agenda Item 3.3**

**Title**

*Discuss and consider approval of updated contract with Bureau Veritas*

**Item Summary**

The original Bureau Veritas Service Agreement was entered into on April 16, 2019 and expired on April 16, 2020. Request for Commission to review and sign the new agreement.

**Attachments**

1. Bureau Veritas Service Agreement



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

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Bureau Veritas North America, Inc., ("BVNA"), and the City of Brock, 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. 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. 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. 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.

**17. 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. 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. 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.

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

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

**30. 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. Termination:** This Agreement may be terminated immediately for cause 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. 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**

- BV 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**

- BV shall prepare a housing conditions inventory, analysis and plan.
- BV 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.
- BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BV will record vacant and abandoned residential units as the assessment is being made.
- BV 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.
- BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BV 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.
- BV 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**

- BV shall compare census data of the locality from 1960 to present. BV will provide number of persons in each of the sex, race and Hispanic origin categories.
- BV 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.
- BV shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BV 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**

- BV 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).
- BV 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.
- BV 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.
- BV 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.
- BV 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.
- BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV 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.
- BV 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"

- BV 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.
- BV 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) BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.
  - d) BV 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) BV 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**

- BV 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**

- BV 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.
- BV shall show the above inventory on a symbol-coded map.
- BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

### **2. Analysis**

- BV 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**

- BV 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, BV 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.
- BV 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.
- BV shall present phased improvements, estimated costs and sources of funding.

## **D. Street System**

### **1. Street Study**

- BV 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, BV shall prepare a Street Conditions Map showing the existing street system inventory.

### **2. Street System Analysis**

- BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BV 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**

- BV 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 BV 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**

- BV 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.
- BV 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, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

## **2. Thoroughfare Analysis**

- BV 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**

- BV 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, BV 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, BV shall show phased improvements on a Future Thoroughfares Map.
- BV 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**

- BV shall make a review of all prior studies and other available data on the existing water system.
- BV 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, BV 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.
- BV 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**

- BV 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.
- BV shall determine the adequacy of the system to meet existing and forecasted needs.
- BV 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.
- BV 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**

- BV 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, BV 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, BV 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**

- BV shall make a review of all information regarding the existing wastewater system.
- BV 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, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BV 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**

- BV 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**

- BV 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, BV 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**

- BV 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, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

## **2. Storm Drainage Analysis**

- BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BV 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**

- BV 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, BV 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**

- BV 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.
- BV 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, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- BV shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BV 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.
- BV 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, BV 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, BV 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**

- BV 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, BV 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. BV 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, BV 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**

- BV 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, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BV 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**

- BV 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, BV shall have prepared a Zoning District Map using the base map.

### **2. Ordinance Review**

- Following development of the technical material and prior to adoption, BV 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 BV 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 BV 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).

## **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. BV 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 BV 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. BV 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:** BV 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 BV 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** – BV will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.
- **Task 2** – BV 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:** BV 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:** BV 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:** BV 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, BV 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 BV 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**

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

**Fee Table 2 - Commercial and Multi-Family construction inspection**

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

**Fee Table 3 - Construction or Improvement of a Residential Dwelling**

<b>New Residential Construction</b>	
<b>Plan Review and Inspection Fee</b>	
<b>Square Footage (S.F.)</b>	<b>Fee</b>
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.



<b>Plan Review Only</b>	
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
<b>Alterations / Additions / Improvements for Residential Construction</b>	
<b>Trade Permits</b>	<b>Fee</b>
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)**

<b>Valuation</b>	<b>Fee, Each System</b>
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)**

<b>Valuation</b>	<b>Fee, Each System</b>
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"> <li>• Permanent Food Establishment Inspection</li> <li>• Mobile Food Vendor (Hot and Cold Truck) Inspection</li> <li>• Seasonal Vendor Inspection</li> <li>• Public Swimming Pool Inspection</li> </ul>	
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	\$150.00
Final and CO inspections and/or for each re-inspection.	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
<b>Grand Total:</b>	<b>176 (1.5 wks)</b>		<b>\$26,400.00</b>

### 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
<b>Grand Total:</b>	<b>880 (5.5 mos.)</b>		<b>\$132,000.00</b>

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV 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 <b>estimate per Facility*</b>
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	\$195 <b>estimate per Facility</b>
*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.		

**TOWN OF BROCK**  
**COMMISSION AGENDA BRIEFING**  
**October 16, 2023**

**Agenda Item 3.4**

**Title**

*Discuss Updated Interlocal Agreement (ILA) with Parker County for Road Repair, Maintenance and Construction*

**Item Summary**

This item is to consider approval of an updated ILA with Parker Co. for various road repair, maintenance and construction services. Town records indicate that the Town and County entered into a previous ILA in 2018 but a fully executed copy of this agreement has not been located at this time. Nevertheless, the Town has engaged Parker Co. in multiple road projects since 2018 and desires to continue to utilize Parker Co. for these projects in the future.

An updated ILA (draft) is being presented with this item for the Commission's approval. If approved, the Town Clerk and Town Attorney will provide a copy to Parker Co. and work with the County Attorney's office to prepare a final updated ILA for execute by the Mayor and County Judge.

**Attachments**

1. Proposed ILA with Parker County

## **INTERLOCAL COOPERATION AGREEMENT FOR ROAD REPAIR, MAINTENANCE AND CONSTRUCTION**

This Interlocal Cooperation Agreement ("Agreement") is entered into as of the Effective Date by and between the Town of Brock ("the Town"), a Texas general law municipality and Parker County ("the County"), the County in which the Town lies, by and through their authorized representatives. The Town and the County are at times each referred to herein as a "party" or collectively as the "parties."

### **RECITALS:**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791, Texas Government Code authorizes units of government to contract with one or more units of local government to perform governmental functions and services; and

**WHEREAS**, during the performance of the governmental functions described herein, and the payment for the performance of those governmental functions, the parties will make the performance and payment from current revenues legally available to that party; and

**WHEREAS**, this agreement does not limit the Town's authority to repair or maintain any part of its streets or roads without use of County assistance; and

**WHEREAS**, the division of costs fairly compensates both parties to this Agreement; and

**WHEREAS**, the parties find it is mutually advantageous to enter into this Agreement, as it will benefit the public; and

**WHEREAS**, the Town and County have each authorized their representative to sign this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Town and the County hereby agree as follows:

### **Article I County Responsibility**

1.1 The County agrees to perform road repair, maintenance and construction as may be reasonably requested by the Town from time to time. The roads and streets to be repaired, maintained, or constructed and work to be performed, shall be specifically described by an **Addendum** to this contract, which shall be signed and dated by the Town Mayor, or their designee, upon approval of the Town Commission and signed and dated by the County Judge upon approval of the Commissioner's Court. A copy of said **Addendum** shall be filed with the Town Secretary and Commissioner's Court.

1.2 The County agrees to perform minor repairs without an addendum as long as cumulative actual costs for repairs, equipment, material and labor do not exceed \$1,000.00 for the total project. County will schedule and complete the work in a reasonable time upon receipt of the request.

1.3 The County agrees to use County equipment and labor to repair and maintain the aforementioned streets or public roads.

1.4 The County may provide materials for repair and maintenance of said roads, if not, then the Town may obtain, haul and transport any materials needed for repair and maintenance.

1.5 The County agrees to keep an accurate record of the equipment and labor, used in repair or maintenance of said roads and present same to Town with monthly bills for the cost of use of equipment and labor. Copies of invoices or bills for materials and cost of transportation of same shall be presented monthly for reimbursement to the Town Secretary, except as set forth in Article III.

## **Article II Town Responsibility**

2.1 The Town will furnish or reimburse County for all reasonable costs associated with the following:

- (a) all materials for the project and pay trucking charges;
- (b) a site for dumping waste materials generated during this project;
- (c) all rights of way, plan specifications, and engineering drawings;
- (d) necessary traffic controls, including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the project; and
- (e) temporary driving lane markings.

2.2 The Town agrees to pay actual cost of equipment and man-hours calculated using the current year FEMA rate schedule.

2.3 The Town agrees to pay the cost of materials which will be calculated based on the purchase price.

## **Article III General Procedures**

3.1 The County retains the right to inspect and reject all materials provided for this project if provided by the Town.

3.2 If the Town has a complaint regarding the construction of the project, the Town must notify the County in writing within 30 days of project completion.

3.3 Upon expiration of 30 days after project completion, the Town becomes responsible for maintenance of the project.

3.4 Upon completion of work performed by the County, the Department Head responsible for such work shall prepare and deliver an invoice to the County Treasurer who will be responsible for sending the Town a bill.

3.5 The County and the Department Head responsible for supervising work under this contract shall complete and file such work orders on such form as prescribed



by the Town Secretary. In the event that repair and maintenance is not done with such regularity as to make monthly billing of the Town practicable, then billing shall be done at the conclusion of each job.

3.6 The Town shall pay costs of labor, use of equipment and materials and transportation within 45 days of receipt of said bills.

3.7 The County Treasurer, or if none the County Auditor, shall be the agent for the County for receipt of said payments.

#### **Article IV Optional Services**

4.1 If requested by the Town, the County may apply permanent striping.

4.2 If necessary, the County may furnish flag persons.

4.3 If required, the Town will pay for engineering services, storm water run-off plans, and a continuation of services and plan.

4.4 If a Storm Water Prevention Plan is provided by the Town, the County will be responsible for the implementation and maintenance of the Plan during the duration of the project.

#### **Article V Time Period for Completion**

The Town will give the County notice to proceed at the appropriate time. However, the County is under no duty to commence construction at any particular time. It is also understood that the County must give priority to its own network of public roads and that this contract does not require the County to divert its resources to maintenance of Town streets or roads when such diversion would cause neglect of County Road maintenance.

#### **Article VI Severability**

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement.

#### **Article VII Liability/Immunity**

The parties do not enter into this agreement to protect any specific third party. The intent of this agreement excludes the idea of a suit by a third-party beneficiary. The parties to this agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law, and no immunity is waived.

**Article VIII  
Joint Venture & Agency**

The relationship between the parties to this agreement does not create a partnership or joint venture between the parties. This agreement does not appoint any party as agent for the other party.

**Article IX  
Effective Date; Termination**

This agreement becomes effective when signed by the last party whose signature makes the agreement fully executed (the "Effective Date"). This agreement will automatically renew for additional one (1) year periods, provided that this agreement may be terminated at any time by either party upon ten (10) days' written notice to the other party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

**COUNTY OF PARKER**

**TOWN OF BROCK**

\_\_\_\_\_  
**PAT DEEN  
COUNTY JUDGE**

\_\_\_\_\_  
**JAY HAMILTON  
MAYOR**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM\***

**APPROVED AS TO FORM**

\_\_\_\_\_  
**COUNTY ATTORNEY**

\_\_\_\_\_  
**TOWN ATTORNEY**

\*By law, the County Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.\*

**TOWN OF BROCK COMMISSION**  
**AGENDA BRIEFING**  
**October 16, 2023**

**Agenda Item 3.5**

**Title**

*Discuss adoption of an ordinance establishing a permitting requirement for food trucks*

**Item Summary**

This is a discussion item for the Town Commission's to discuss the potential adoption of a local permitting ordinance for food trucks (mobile food vendors).

The operation of food trucks is currently permitted by the Town's Zoning Ordinance in the following districts without a Town permit:

- Local Retail
- General Retail
- Planned Development

They are also allowed by Conditional Use Permit only in the other districts.

The proposed ordinance requires an annual permit and fee for all food trucks operating within the Town. The ordinance further describes the locations and operating requirements for food trucks.

**Attachments**

1. Proposed Ordinance

**ORDINANCE NO. O-2023-\_\_**

**AN ORDINANCE OF THE TOWN OF BROCK, TEXAS, PROVIDING A DEFINITION OF A FOOD TRUCK; ADOPTING REGULATIONS RELATED TO THE OPERATION OF A FOOD TRUCKS; ADOPTING A PERMIT REQUIREMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Comprehensive Zoning Ordinance for the Town of Brock, Texas (“Town”) allows the use of mobile food vendors within certain areas of the Town; and

**WHEREAS**, the Town Commission finds it necessary to protect the health, sanitation, safety and welfare of the residents of the Town by requiring a permit and adopting regulations governing the operation of mobile food operations within the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF BROCK, TEXAS:**

**SECTION 1.** That this Ordinance shall be entitled the “Food Truck Ordinance” for the Town of Brock, Texas.

**Sec. 1-1      Definitions.** As used in this ordinance the following words and phrases shall have the following meanings unless the context clearly indicates as different meaning:

- a. *Food truck park* means one or more lots or parcels of land where three or more mobile kitchens congregate to offer food or beverages for sale to the public as the principal use of the land.
- b. *Food truck site* means an existing, developed site where a mobile kitchen operates as an accessory use to the primary active business located on the same site.
- c. *Mobile construction site food vehicle* means a vehicle with no or limited kitchen facilities that carries prepackaged food or non-prepackaged foods prepared at an approved commissary that contains no potentially hazardous food and services only active construction sites.
- d. *Mobile food establishment* means a vehicle-mounted food establishment designed to be readily moveable that is equipped with food preparation equipment and includes vehicles in which food is prepared on site. Mobile food establishments include mobile kitchens, mobile construction site food vehicle, mobile ice-cream/frozen dessert vehicle and non-motorized food vending carts. Mobile food establishments do not include restaurant delivery and catering vehicles.

- e. *Mobile food trailer* means a mobile kitchen that serves food or beverages from an enclosed, self-contained, non-motorized vehicle that is normally pulled behind a motorized vehicle.
- f. *Mobile food truck* means a mobile kitchen that serves food or beverages from an enclosed, self-contained, motorized vehicle.
- g. *Mobile food vendor* means the owner and/or operator of a mobile kitchen.
- h. *Mobile ice cream/frozen dessert vehicle* means a motorized vehicle that normally contains a commercial freezer in which all products for sale are prepackaged and frozen.
- i. *Mobile kitchen* means a motorized vehicle or tow-behind trailer equipped with kitchen facilities such as plumbing, hot water supply, mechanical refrigeration, cooking equipment, and/or dry goods storage used for the preparation and sale or service of food and beverages. Customer service is provided at a counter or window in the vehicle. Mobile kitchens may include, but are not limited to, mobile food trucks and mobile food trailers. Mobile kitchens shall not include individual non-motorized vending carts, mobile construction site food vehicles or mobile ice cream/frozen dessert vehicles.
- j. *Non-motorized vending cart* means a non-motorized vehicle that is normally propelled by the operator, contains products for sale that are prepackaged and/or frozen, and operates independent of any fixed food establishment.

**Sec. 1-2. Permit Required; Application**

- a. It shall be unlawful for a person to operate a mobile kitchen in the Town without a valid Town issued mobile food vendor permit.
- b. A permit application must be submitted on the Town's form and shall, at a minimum, include the following information:
  - 1. name of person submitting the application;
  - 2. the business name and legal name of the company or individual owner of the mobile kitchen;
  - 3. owner's contact information, including mailing address, phone number and email;
  - 4. the location(s) where the mobile kitchen will operate within the Town;
  - 5. a brief description of the types of food and services that will be offered;
  - 6. a copy of a valid mobile food unit permit issued by the State (or equivalent County health permit if no State permit required);
  - 7. a valid sales tax permit; and
  - 8. any other information reasonably requested by the Town.

- c. A permit will not be issued by the Town until the applicant has submitted a mobile food vendor permit fee in conformance with the Town's fee schedule.
- d. The permit shall be posted in a conspicuous location at all times when the mobile kitchen is in operation and serving food to customers.
- e. Permits (excluding temporary permits) will be valid on the date of issuance by the Town and shall expire on December 31<sup>st</sup> of each year.
- f. Permits may be renewed by submitting a new application and permit fee in conformance with this section. An application for renewal of a permit may, in the Town's discretion, be denied if the prior permit was suspended or revoked in conformance with this Ordinance.
- g. Permits are not transferrable from one person to another.

**Sec. 1-3      Approved Operating Locations**

- a. No person may serve food to the public from a mobile kitchen within the Town except at the following locations:
  - 1. at a food truck site approved in accordance with this Ordinance;
  - 2. at a food truck park approved in accordance with this Ordinance;
  - 3. on private property with written consent from the property owner or property manager (must provide written proof thereof upon demand of the Town);
  - 4. at an event hosted or sponsored by the Town pursuant to a written agreement with the Town; and
  - 5. on public rights-of-way or any other publicly owned property with written permission of the Town.
- b. No person may serve food to the public from a mobile construction site food vehicle except at the following locations:
  - 1. A construction site for which an active building permit has been issued by the Town; or
  - 2. Property owned or leased by the United States, State of Texas, or Parker County on which active construction is occurring.
- c. Any person providing food to the public from a mobile ice cream/frozen dessert vehicle must operate in compliance with this Ordinance and as amended.
- d. A non-motorized vending cart may be operated only at a temporary event in accordance with a temporary permit issued pursuant to this Ordinance.

- e. All mobile kitchens shall be operated in conformance with all applicable state and local laws, including, the regulations, rules and policies of the local health authority and the Texas Food Establishment Rules (TFER) regarding mobile food units.

**Sec. 1-4      Food Truck Sites**

- a. The operator of a mobile kitchen may operate a food truck site upon receipt of a permit in accordance with Section 1-2 of this Ordinance, and in accordance with the requirements of this section.
- b. Food truck sites may be established within:
  - 1. The within any Town owned park or Town property pursuant to a written agreement with the Town; and
  - 2. In accordance with the Town's Comprehensive Zoning Ordinance.
- b. A food truck site must be located on private property on which is located a permanent structure in which a business is operating in accordance with a certificate of occupancy. The operator of the food truck site must obtain and maintain written consent from the property owner or property manager and provide written proof thereof upon demand of the Town.
- c. Except for a mobile kitchen for which written consent has been granted by the owner or authorized representative of the restaurant or food establishment, no mobile food establishment shall sell or serve food to the public within 300 feet of any door, window or outdoor dining area of any existing restaurant or food service establishment, provided however, a food truck may locate on any private property in the downtown district subject to 100 foot distance from an existing restaurant or food service establishment.
- d. Mobile kitchens and their customers shall not sell or consume food within any public street, public alley, driveway, or fire lane unless closed to through traffic pursuant to permit issued by the Town authorizing such use
- e. Mobile kitchens may operate only during the business hours of the primary business on the property where the food truck site is located.
- f. Access to restrooms available for use by operators, employees, and customers of a food truck site shall be provided no farther than 1,000 feet from the location of the mobile food establishment, except in the downtown district
- g. A mobile kitchen shall not be left unattended. Mobile kitchens shall not be stored at any location visible to the public when not in operation.

- h. A mobile food establishment must be operated in compliance with the site plan and other conditions set forth in the approved temporary food vendor permit issued to the owner or operator of the mobile kitchen

**Sec. 1-4      Food truck parks**

Food truck parks may be located in the various zoning districts within the Town in accordance with the Town's Comprehensive Zoning Ordinance and the following:

- a. A site plan shall be approved prior to locating any mobile kitchen on the property.
- b. Permanent restroom facilities available to owners, operators, and customers of the mobile kitchens operating in the food truck park must be located within 1,000 feet of each location where a mobile kitchen may be parked.
- c. All vehicles, including mobile kitchens, shall be parked on an improved surface.
- d. Electricity shall be provided with permanent outlets by way of a portable cord that complies with section 3.09 (National Electrical Code), as amended.
- e. Any waste, liquid or solid, shall be disposed of safely and properly as per all associated local and state regulations. Trash service and receptacles shall be provided in accordance with Town requirements.
- f. A mobile kitchen cannot be left unattended or left on site overnight.

**Sec. 1-6      Additional requirements.**

Any person operating a mobile food establishment shall comply with the following:

- a. No person shall operate a mobile food establishment involving food products unless the vehicle used in the operation is constructed and operated in accordance with this Ordinance, as amended.
- b. Any person operating any mobile food establishment shall ensure that all food preparation, cooking, service, or other food service related activities take place within the confines of the vehicle used in such operation, unless expressly allowed otherwise by the Town.
- c. Signs advertising a mobile food establishment and/or the menu of food and beverages sold from the food truck shall be limited to:
  - 1. Signs permanently attached to the mobile food establishment; and
  - 2. One menu board sign with a sign face area of not greater than eight square feet, placed adjacent to the mobile food establishment on private property.



- d. On request of the Town, a mobile food establishment operator must be able to demonstrate that the mobile food establishment is moveable and operable;
- e. A mobile food establishment operator shall not alter or modify a mobile food establishment or the premises adjacent to the mobile food establishment in a manner that would prevent the operation or mobility of the mobile food establishment.
- f. The water supply for a mobile food establishment shall be from an internal water tank which must be filled from an external source when not in operation. Temporary connection of a mobile food establishment to a potable water source while in operation is prohibited.
- g. Electricity for a mobile food establishment shall be from an internal or portable generator or an electrical outlet by way of connected to a portable cord in compliance with section 3.09 (National Electrical Code), as amended.
- h. Service from a mobile food establishment through a drive through window is prohibited.
- i. Mobile food establishment must be parked, situated and operated in a manner that does not restrict orderly and/or safe vehicular and/or pedestrian movements.
- j. Loudspeakers or loud noises of any kind for the purpose of attracting attention to a mobile food establishment are prohibited.
- k. No mobile food establishment operator shall operate a generator and/or vehicle motor which generates visible smoke, excessive noise, or excessive gasoline/diesel fumes.
- l. Unless provided by the operator of a food truck park, a mobile food establishment operator shall provide solid waste containers for customers to dispose of trash and food waste when the mobile food establishment is parked and food is being sold and served. All such solid waste containers and the solid waste collected therein shall be removed from the site by the mobile food establishment operator when leaving the site; provided, however:
  - 1. If the operator of a food truck park is responsible for the disposal of waste generated from operation of the site and place in solid waste receptacle provided by said operator, the mobile food establishment operator shall be responsible for ensuring that all solid waste generated from the vendor's operations is placed in the provided receptacles before departing; or
  - 2. If there is a solid waste dumpster located on the food truck site or food truck park that is available for disposal of solid waste generated by the operation of a mobile food establishment, the mobile food establishment operator may dispose of the solid waste in said dumpster before departing the site.

- m. Mobile food establishments will not be allowed to touch, lean against or be affixed temporarily or permanently to any building structure, wall, tree, shrubbery or planting bed.
- n. Mobile food establishment operators shall not hang or display merchandise on trees, umbrellas, or walls, or sell from any other temporary structures located upon any public street, sidewalk, right-of-way or other public property.
- o. Where exigent circumstances exist and an authorized officer of the Town gives notice to a mobile food establishment operator to temporarily move from a location, such mobile food establishment operator will not operate from or otherwise remain at such location. For the purpose of this paragraph, exigent circumstances shall include, but shall not be limited to, unusually heavy pedestrian or vehicular traffic; the existence of any obstructions at or near such location; a major event, festival, program or park activity; a fire; a parade or demonstration; construction activity, or other such event or circumstance that causes the site to become unsafe or unusable.
- p. Mobile food establishment operators shall only engage in the sale and service of food and beverages. The sale of other products or services from a mobile food establishment is prohibited, including but not limited to, tobacco products, alcoholic beverages, sexually explicit and/or drug related paraphernalia, obscene material, sales real estate and vacation packages, marketing and advertising activities, sales of tickets for events, any nonfood vending, and other services or products not approved by the Town prior to issuance of the permit.

**Sec. 1-7      Suspension; Revocation of Permit**

- a. The Town may suspend any permit to operate a food truck if the operation of the mobile kitchen is in violation of any provision of this Ordinance. A suspension shall be effective and all food operations shall cease immediately upon service of written notice of suspension by the Town.
- b. Whenever a permit is suspended, the holder of the permit or the person in charge shall be entitled to a hearing before the Town Commission if a written request for a hearing is filed with the Town within ten (10) days from the date of service of the notice. The Town shall schedule the hearing within thirty (30) days of receipt of a timely submitted written request. If a written request for hearing is not timely filed the suspension shall be sustained.
- c. The Town may, in its sole discretion, end the suspension at any time if the Town has determined that the reason(s) for suspension no longer exist.
- d. Notwithstanding any other provision of this Ordinance, the Town may, without warning, notice, or hearing suspend any permit if the operation of the mobile kitchen constitutes an imminent hazard to public health.

- e. The Town may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the provisions of this Ordinance or for interference with the Town in the performance of its duties. Prior to revocation, the Town shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten (10) days following service of such notice unless a written request for a hearing is filed with the Town by the holder of the permit within such ten (10) day period. If a timely appeal is not filed the permit revocation becomes final.

**SECTION 2.** Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or of the Comprehensive Zoning Ordinance of the Town of Brock, as amended hereby, be adjudged or held, in whole or in part, to be invalid, voided, or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 3.** All ordinances of the Town in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the Town not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4.** Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$500, unless the violation relates to fire safety or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of \$2,000.00. Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this section shall not preclude the Town from filing suit to enjoin a violation of this ordinance.

**SECTION 5.** This ordinance shall become effective from and after its passage and approval and after publication as may be required by law.

**PASSED AND APPROVED** by the Town Commission of the Town of Brock, Texas, on this the 16<sup>th</sup> day of October 2023.

**TOWN OF BROCK, TEXAS**

\_\_\_\_\_  
Jay Hamilton, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alyssa Vanesler, Town Secretary

\_\_\_\_\_  
Whitt Wyatt, Town Attorney

**TOWN OF BROCK**  
**COMMISSION AGENDA BRIEFING**  
**October 16, 2023**

**Agenda Item 3.6**

**Title**

*Discuss adoption of an ordinance amending Section 10.2.14 of the Comprehensive Zoning Ordinance to provide for amended regulations for off street parking surfaces in non-residential districts and further providing for a variance process*

**Item Summary**

This is a discussion item for the Town Commission's to discuss adoption of an ordinance amending the Town's zoning ordinance to require that off-street parking surfaces be constructed of concrete or asphalt in all non-residential districts. This update would ensure that commercial and retail districts have the same parking surface requirements as residential properties.

The ordinance further provides for a variance process whereby an affected property owner may request that the Town Commission waive or modify the improved parking surface requirement in any district.

**Attachments**

1. Ordinance Amending Section 10.2.14 of the Comprehensive Zoning Ordinance
2. Redline Compare of the new ordinance language versus the existing language

**ORDINANCE NO. O-2023-\_\_**

**AN ORDINANCE OF THE TOWN OF BROCK, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING SECTION 10.2.14 PROVIDING FOR OFF STREET PARKING REGULATIONS; PROVIDING FOR A VARIANCE TO THE FOREGOING REGULATIONS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Brock, Texas (hereinafter, “Town”) is a general law municipality organized and existing by virtue of the laws of the State of Texas and located within Parker County, Texas; and

**WHEREAS**, Section 10.2.14 of the Brock Comprehensive Zoning Ordinance provides for “Off Street Parking Requirements” for various zoning districts within the Town; and

**WHEREAS**, the Town Commission desires to amend Section 10.2.14 to provide for amended regulations for off street parking surfaces in various zoning districts and, further, to provide variance process for said regulations.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF BROCK, TEXAS:**

**SECTION 1.** Section 10.2.14 of the of Comprehensive Zoning Ordinance is hereby amended and restated to read as follows:

**“SECTION 10.2.14 – OFF STREET PARKING REQUIREMENTS**

A. In the "RE-1" and "RE-2" Residential Districts, a minimum of four spaces shall be provided for the parking of vehicles for each dwelling unit of the residential development. A two-car, non-stacked garage will be required for all single-family residences and shall constitute two of the four required spaces. The remaining two spaces shall be non-stacked. All required off-street parking in residential areas shall be constructed with improved surfaces of either concrete or asphalt, unless authorized by a variance granted by the Town.

B. In the "MF" Multi-family District all parking shall meet the per unit requirements of Appendix A and be constructed of either concrete or asphalt, unless authorized by a variance granted by the Town.

C. In non-residential districts and for non-residential uses, permanent off-street parking in the amount specified by Appendix A or this section for each use shall be provided at the time any main building is enlarged or increased, or before conversion from one type of use to another that requires additional parking. This must be done in the amount required for the enlargement or increase in capacity by the adding of dwelling units, guest rooms, seats, or floor area. The area shall be provided for parking of vehicles equal to the parking ratio in Appendix A using the gross area of the occupiable buildings. All parking shall be constructed of either concrete or asphalt, unless authorized by a variance granted by the Town.”

**SECTION 2.** Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the Town of Brock, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00).

**SECTION 3.** Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or of the Comprehensive Zoning Ordinance of the Town of Brock, as amended hereby, be adjudged or held, in whole or in part, to be invalid, voided, or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 4.** All ordinances of the Town in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** This ordinance shall become effective from and after its passage and approval and after publication as may be required by law.

**PASSED AND APPROVED** by the Town Commission of the Town of Brock, Texas, on this the 16<sup>th</sup> day of October 2023.

**TOWN OF BROCK, TEXAS**

\_\_\_\_\_  
Jay Hamilton, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alyssa Vanesler, Town Secretary

\_\_\_\_\_  
Whitt Wyatt, City Attorney

## REDLINE COMPARE

### SECTION 10.2.14 – OFF STREET PARKING REQUIREMENTS

A. In the "RE-1" and "RE-2" Residential Districts, a minimum of four spaces shall be provided for the parking of vehicles for each dwelling unit of the residential development. A two-car, non-stacked garage will be required for all single-family residences and shall constitute two of the four required spaces. The remaining two spaces shall be non-stacked. All required off-street parking in residential areas shall be constructed with improved surfaces of either concrete or asphalt, unless authorized by a variance granted by the Town. meeting the design standards.

B. In the "MF" Multi-family District all parking shall meet the per unit requirements of Appendix A and be constructed of either concrete or asphalt, unless authorized by a variance granted by the Town. meeting the design standards.

C. In non-residential districts and for non-residential uses, permanent off-street parking in the amount specified by Appendix A or this section for each use shall be provided at the time any main building is enlarged or increased, or before conversion from one type of use to another that requires additional parking. This must be done in the amount required for the enlargement or increase in capacity by the adding of dwelling units, guest rooms, seats, or floor area. The area shall be provided for parking of vehicles equal to the parking ratio in Appendix A using the gross area of the occupiable buildings. All parking shall be constructed of either concrete or asphalt, unless authorized by a variance granted by the Town.

**TOWN OF BROCK**  
**COMMISSION AGENDA BRIEFING**  
**October 16, 2023**

**Agenda Item 3.7**

**Title**

Fire Inspection

**Item Summary**

Discuss when a fire certification of occupancy inspection should be ordered in addition to a building certification of occupancy inspection through Bureau Veritas.

**Attachments**

1. Certificate of Occupancy Inspection
2. Fire Safety Inspection Report





## Certificate of Occupancy Inspection Information

**NOTE:** A **BUILDING PERMIT** is required for any **alteration or construction work**.

To receive an inspection for "Certificate of Occupancy", it is important that the following instructions are followed:

1. Complete Certificate of Occupancy application.
2. Return application to the city and pay fee.
3. Request a Certificate of Occupancy inspection from Bureau Veritas.  
Phone: (817) 335-8111/ toll free (877) 837-8775  
Email: [inspectionstx@us.bureauveritas.com](mailto:inspectionstx@us.bureauveritas.com)
4. Post your approved permit application (Tape to door or window).
5. Have space or building open from the hours of 8:00 a.m. – 5:00 p.m.

The Certificate of Occupancy inspection is an inspection for life safety items and general maintenance. Some common items noted during inspection are listed below. This list is not intended to be an all-inclusive list.

1. Doors to the exterior should not have double key locks, slide bolts, or other locking devices other than a thumb turn lock or bolt.
2. When required, illuminated exit signs must be in good working order.
3. Address and suite # must be posted on the building in 6" minimum numbers on a contrasting background clearly visible from the street.
4. Every space must have 24-hour access to the electric panel, which serves that space.
5. Missing circuit breakers or knockouts in electric panels and junction boxes must be filled.
6. Broken or damaged electrical fixtures and cover plates must be repaired or replaced.
7. Added electrical fixtures and outlets must comply with the National Electric Code.
8. Hose bibs should have vacuum breakers.
9. Plumbing fixtures must be in good working order.
10. Any unused plumbing must be capped.
11. Gas appliances and heaters must be properly vented and installed.



**BUREAU  
VERITAS**

# Fire Safety Inspection Report

Address: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Action Taken

Passed

☐

Re-Inspection  
Required

(Refer to page 2 for  
corrective items)

☐

Closure

☐

DATE			PERMIT #	OCCUPANCY TYPE	TYPE OF INSPECTION
					CO/Const.      Annual/Routine      Re-Inspection - 1 <sup>st</sup> 2 <sup>nd</sup> Complaint
<b>S</b>	<b>V</b>	<b>N/A</b>	<b>GENERAL • Exterior Fire Safety Inspection</b>		
			1. Fire lane required, properly painted and in a legal configuration.		
			2. Adequate and maintained access for emergency personnel. No overhang obstructions, parked vehicles, dumpsters.		
			3. No rubbish, trash, weeds, brush, and general vegetation next to structure that may add to fire load.		
			4. Fire hydrants painted appropriately / in good working order. Last date hydrant system was flushed.		
			5. Building address visible from the street and/or fire lane. Address on the front and rear of building.		
			6. Knox Box required and/or present and properly located.		
			7. Hazardous Materials onsite. Combustible and/or Flammable liquids stored properly.		
			8. Generators - Verification of starting and testing procedures for generators, fire protection and physical protection.		
			9. Proper shut offs for gas and electrical systems.		
<b>S</b>	<b>V</b>	<b>N/A</b>	<b>EXITS AND EGRES6 - Interior/Exterior Fire Safety Inspection</b>		
			10. All exits doors and exit passageways are unobstructed. Adequate number of egress doors provided.		
			11. All exit doors work properly. Required exit hardware installed, door opens towards path of egress.		
			12. Exit signage properly installed and illuminated as required (battery backup functioning properly).		
			13. Proper and safe flow away from property. Area of refuge meets requirements.		
			14. Maximum occupancy loads are posted.		
<b>S</b>	<b>V</b>	<b>N/A</b>	<b>FIRE PROTECTION SYSTEMS - Interior Fire Safety Inspection</b>		
			16. Adequate # of fire extinguishers and are properly located. Proper types and sized of fire extinguishers for hazards.		
			17. Proper testing and tagging of fire extinguishers (annual basis). Date Serviced: _____ MFG date: _____		
			18. Type K extinguisher present and in proper working order.		
			19. Cooking equipment is under hood. Flow nozzles under or in area of hood.		
			20. Kitchen hood and duct system free of grease waste. No presence of grease laden vapors / materials.		
<b>S</b>	<b>V</b>	<b>N/A</b>	<b>FIRE SPRINKLER /FIRE ALARM SYSTEMS -Interior Fire Safety Inspection</b>		
			22. Alarm systems tested annually. Date Serviced: _____ . All areas protected as required in structure.		
			23. Alarm panel in visible location and unobstructed.		
			24. Sprinkler systems tested annually. Date Serviced: _____ . All areas protected as required in structure.		
			25. No storage within 18" of sprinkler heads. Adequate clearance around Sprinkler risers and FDC access points.		
			26. All valves open where required. No damage present to components.		
			27. Proper requirement for elevators and re-call system (if required).		
			28. Adequate access to riser rooms for FD personnel. Spare heads and wrench in riser rooms.		
<b>s</b>	<b>V</b>	<b>N/A</b>	<b>GENERAL - Interior Fire Safety Inspection</b>		
			29. No storage in electrical, mechanical or riser room.		
			30. Doors closed and properly covered in all electrical room.		
			31. Proper venting on all gas / combustible systems.		
			32. Proper installations and labeling on all electrical / mechanical systems.		
			33. No extension cords used for permanent wiring.		
			34. Approved safety / storage containers being used.		
<b>S = SATISFACTORY</b>			<b>V = VIOLATION</b>		
			<b>N/A = NOT APPLICABLE</b>		

BV Inspector:

Inspector Phone #:

Company Representative (Print and Sign):

Contact Phone #:

**TOWN OF BROCK  
COMMISSION AGENDA BRIEFING  
October 16, 2023**

**Agenda Item 3.8**

**Title**

Meeting Minutes from the September 18, 2023 Commission Meeting

**Item Summary**

Review of the meeting minutes from the September 18, 2023 Commission Meeting

**Attachments**

1. September 18, 2023 Meeting Minutes

**NOTICE OF MEETING  
THE CITY COMMISSION OF BROCK, TEXAS**

MAYOR JAY HAMILTON  
COMMISSIONER BEN DAVIS  
COMMISSIONER DEBBIE SCRIMSHIRE

ATTORNEY WHITT L. WYATT  
TOWN CLERK ALYSSA VANESLER

**MEETING DATE AND TIME:**

Monday, September 18, 2023, 6:30 PM

**MEETING LOCATION:**

Brock Community Center  
2115 FM 1189 Brock TX 76087

**REGULAR AGENDA**

Begins at 6:30pm

*Unless specifically noted otherwise, action may be taken on any item listed below*

**1. CALL TO ORDER AND ANNOUNCE QUORUM**

Commissioner Ben Davis called the regular meeting to order at 6:31 P.M. and announced that a quorum was present. Commissioners present at meeting: Ben Davis and Debbie Scrimshire. Also present were Mayor Jay Hamilton, Town Clerk Alyssa Vanesler. Attorney Whitt Wyatt attended the meeting via phone.

**2. INVOCATION AND PLEDGE**

Commissioner Ben Davis led the Commission and attendees in the invocation and the pledge.

**3. REGULAR AGENDA: Discussion and Possible action on the following**

**3.1 PUBLIC HEARING** on an Ordinance of the Town of Brock, Texas approving and adopting the annual budget for Fiscal Year beginning October 1, 2023 through September 30, 2024. Mayor Jay Hamilton opened the Public Hearing at 6:57 P.M. Commissioner Ben Davis made a motion to approve and adopt the annual budget for Fiscal Year beginning October 1, 2023 through September 30, 2024. Commissioner Debbie Scrimshire seconded. The motion passed 3-0. The Public Hearing was closed at 7:07 P.M.

**3.2 Tawnie VanderLans**

The Owner Chef's pantry, a soon-to-be opened establishment at 1891 FM 1189, presented a sample of a graphic she would like to have painted as a mural on the side of the building. Commissioner Ben Davis made a motion to approve the mural. Commissioner Debbie Scrimshire seconded. The motion passed 3-0.

**3.3 Review contract from selected firm, Provenance Engineering, for Water/Wastewater Engineering Services.**

Mayor Hamilton said that an American Rescue Plan Act (ARPA) grant of \$750,000 was awarded to the Town of Brock to put a water/wastewater plan together; planning for this project began in July 2022. Commissioner Debbie Scrimshire made a motion to approve item 3.3. Commissioner Ben Davis seconded. The motion passed 3-0.

**3.4 Discussion on Bachoo Shopping Center**

Shelby Warren, a General Contractor from Fort Worth, attended the meeting to discuss a plan to build a 7,000 square foot building for a convenience/liquor store, 4 gas pumps, 4 electrical charging stations. There is an existing building on the property that will stay as is. Mayor Hamilton recommended that he work with TXDOT to do a traffic study as a turn lane and stop light may be needed at the location (1421 FM 1189). Gil Blackburn attended the

meeting and mentioned that there may be an issue with the proposed septic tank. Mr. Warren agreed that he will update the plan and bring it back to the Commission for further review.

**3.5 Authorize Interlocal agreement with Parker County for joint road projects.**

Per Town Attorney Whitt Wyatt, the Town is looking to get updated, newly signed agreements. Mayor Hamilton would also like to get interlocal agreements with the Parker County Attorney's office, sheriff's office, Fire Marshall, and permit office. Commissioner Ben Davis made a motion to table item 3.5 until the next Commission meeting. Commissioner Debbie Scrimshire seconded. The motion passed 3-0.

**3.6 Request for Qualifications (RFQ) to solicit proposals for financial audit services**

Commissioner Ben Davis made a motion to approve item 3.6. Commission Debbie Scrimshire seconded. The motion passed 3-0.

**3.7 TABLED FROM THE 8/21/23 TOWN COMMISSION MEETING: Discuss an ordinance establishing a permitting requirement for mobile food vendors**

Discussion between Commissioners regarding community hosted events or fundraisers, such as at Christmas time. The Commission discussed working with the Brock Business Council to learn more about upcoming events in the Town. Commissioner Ben Davis made a motion to Table item 3.7. Commission Debbie Scrimshire seconded. The motion passed 3-0.

**3.8 Discuss fire certification of occupancy inspection**

Commissioner Ben Davis made a motion to Table item 3.8. Commissioner Debbie Scrimshire seconded. The motion passed 3-0.

**3.9 Town Communications: Town of Brock Facebook & Instagram pages, Town website**

Town Clerk Alyssa Vanesler discussed the creation of a Town of Brock Facebook and an Instagram page. Alyssa is beginning to spread the word through the Brock Moms Facebook page as well as Tonya Taylor's Brock Facebook page.

**3.10 Approve Meeting Minutes from August 21, 2023 Commission Meetings.**

Commissioner Ben Davis made a motion to approve item 3.10. Commissioner Debbie Scrimshire seconded. Mayor Jay Hamilton abstained. The motion passed 2-0.

**3.11 Approval of Invoices for Payment:**

- (a) Legal Services – WHF Invoice #180 (\$12,362.50)
- (b) Parker County Precinct #3 - Sign Replacement Savannah Drive (\$312.86) & Sign Replacement Country Place Rd. (\$207.70)
- (c) Nextlink monthly phone service - (\$42.07)
- (d) The Weatherford Democrat advertising invoice #00112857 (\$63.75) and invoice #00113060 (\$53.45)
- (e) Texas Municipal League (\$396.50)
- (f) Provenance Engineering, LLC - (\$14,800)
- (g) Blue Ridge Signs - (\$395)

Commissioner Ben Davis made a motion to approve item 3.11. Commissioner Debbie Scrimshire seconded. The motion passed 3-0.

**3.12 TABLED FROM THE JUNE 26, 2023 TOWN COMMISSION MEETING:** Public hearing to consider approval of AN ORDINANCE OF THE TOWN OF BROCK, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REZONING APPROXIMATELY 11.51± ACRES OF LAND GENERALLY LOCATED AT 1700 FM 1189, FROM LOCAL RETAIL (LR), TO A NEW PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO ALLOW A MIXED USE DEVELOPMENT COMPRISED OF OFFICE, RESTAURANT AND RETAIL, USES, AND ASSOCIATED PUBLIC AND PRIVATE OPEN

SPACE AND COMMON AREAS; FURTHER PROVIDING FOR THE APPROVAL OF A CONCEPT PLAN AND BUILDING ELEVATIONS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

**Sharlynn Kisner attended the meeting and asked about the status of this project. Mayor Hamilton told her the Commission will need an update from the Grindstone developers. She said she will pass this information on to the developers.**

**4. REPORTS:**

**4.1** City Attorney Update re the Town's Comprehensive Plan, Zoning Ordinance and Development Codes.

**4.2** Review Town checking account deposits/disbursements

- 5. CITIZEN COMMENTS:** The public may address the Commission regarding any item. Persons desiring to address the Commission must register on the sign-in sheet prior to the start of the meeting. Comments are limited to three (3) minutes.

*Limited reply by the Commission is allowed under The Texas Open Meetings Act as follows: (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to: (1) A statement of specific factual information given in response; or (2) A recitation of existing policy in response; (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting*

- 6. EXECUTIVE SESSION:** The Commission reserves the right to adjourn into executive session at any time during the meeting to discuss any of the matters listed on the agenda, as authorized by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY.

Discuss and consider action following executive session.

**7. ADJOURN**

**Mayor Jay Hamilton made a motion to adjourn the meeting and Commissioner Debbie Scrimshire seconded. The meeting was adjourned at 7:41 P.M.**

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on or before Friday, September 15, 2023, prior to 6:30 p.m. at the Brock Community Center, 2115 FM 1189 Brock Texas 76087 and at Brock Town Hall, 2451 FM 1189, Brock, Texas 76087.

  
\_\_\_\_\_  
Alyssa Vanesler  
Town Clerk

**ACCESSIBILITY STATEMENT**

*In compliance with the Americans with Disabilities Act, reasonable accommodations for persons attending meetings will be provided. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Alyssa Vanesler at [townclerk@brocktx.net](mailto:townclerk@brocktx.net) or via phone 817-396-5333.*

**TOWN OF BROCK  
COMMISSION AGENDA BRIEFING  
October 16, 2023**

**Agenda Item 3.9**

**Title**

Approval of Invoices for Payment

**Item Summary**

Review of attached invoices for payment.

**Attachments**

1. Legal Services – WHF Invoice #189 (\$7,840)
2. Nextlink monthly phone service - (\$42.39)
3. The Weatherford Democrat advertising invoice 9/30/2023 (\$218.95)



## BILLING STATEMENT

NextLink Internet  
P.O. Box 224704  
Dallas, TX 75222-4704  
855-698-5465  
[www.nextlinkinternet.com](http://www.nextlinkinternet.com)

Alyssa Vanesler  
City Of Brock  
2451 FM 1189, STE B,  
BROCK, TX 76087-5602

**Billing Statement Summary**

Account	125199003
Reference	Billing Statement B125199003-37
Date	10/06/2023
Beginning Balance (\$)	42.07
<b>Amount Due (\$)</b>	<b>42.39</b>
<b>Due Date</b>	<b>11/05/2023</b>

Login to your account online at  
[nextlinkinternet.com/my-account](http://nextlinkinternet.com/my-account)

**SALES**

VoIP Line	19.95
Service Dates: 10/06/2023 to 11/05/2023	
Phone Rental	11.00
Service Dates: 10/06/2023 to 11/05/2023	
Phone Rental	0.00
Service Dates: 10/06/2023 to 11/05/2023	
<b>Sub Total</b>	<b>30.95</b>

**TAXES AND FEES**

FUSF (VoIP)	1.91
FCC Regulatory Fee (VoIP)	0.03
TX Sales Tax	2.24
TX E911 Equalization Surcharge	0.06
TX Texas Universal Service	1.73
Parker County Sales Tax	0.18
Parker County E-911 (VoIP Business)	0.50
Hudson Oaks Sales Tax	0.54
E911 Recovery Fee	0.99
Paper Statement Fee	2.99
State Cost - Recovery Fee	0.27
<b>Sub Total</b>	<b>11.44</b>

**PAYMENTS AND CREDITS**

09/27/2023 Payment - Thank You! Check 001201	-42.07
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*Please tear off and return the bottom portion below with your check  
to expedite the payment being applied to your account. Thank you.*

Alyssa Vanesler  
City Of Brock  
2451 FM 1189  
BROCK, TX 76087-5602



NextLink Internet  
P.O. Box 224704  
Dallas, TX 75222-4704

**Payment Summary**

Account	125199003
Reference	Billing Statement B125199003-37
<b>Due Date</b>	<b>11/05/2023</b>
<b>Amount Due (\$)</b>	<b>42.39</b>
Amount Enclosed	
Check Number	

Please make checks payable to NextLink Internet





# Advertising Invoice

**Lone Star News Group**  
Cleburne & Weatherford  
512 Palo Pinto Street  
Weatherford, TX 76086  
www.cleburnetimesreview.com  
www.weatherforddemocrat.com

60

Phone: 817-594-7447 Fax:

Town Clerk  
Town of Brock  
2451 FM 1189  
WEATHERFORD, TX 76087

**Acct #:** 08119225  
**Phone:** (325)668-1241  
**Date:** 09/30/2023  
**Due:** 10/20/2023

Date	Trans #	Type	Description	Runs	Inches	Amount	Balance
08/31/2023	00268410	INV	CUP Vet Clinic	1	4.76	53.45	53.45
09/30/2023	00268808	INV	PH 2023-2024 Budget	1	5.56	63.75	63.75
09/30/2023	00269049	INV	ORD Off Street Parking Regulat	1	4.76	53.45	53.45
09/30/2023	00269048	INV	ORD Food Truck	1	4.06	48.30	48.30

## Remarks

Have you forgotten to pay for your advertisement?

**Total Due:** 218.95

0 - 0 :	165.50	1 - 30 :	53.45	31 - 60 :	0.00	61 - 90 :	0.00	91 - 120 :	0.00
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**TOWN OF BROCK**  
**COMMISSION AGENDA BRIEFING**  
**October 16, 2023**

**Agenda Item 3.10**

**Title**

*Discuss responses - Request for Qualifications (RFQ) for financial audit services*

**Item Summary**

This item is to discuss responses received pertaining to the Request for Qualifications (RFQ) for the following audit services for the Town:

1. Review/audit the current Fiscal Year 2022-2023 budget
2. Review/audit the prior Fiscal Year 2021-2022 budget (optional)
3. Advise/assist Town with proper bookkeeping and budget procedures for future budget years

In addition to ensuring the Town's financial records are in proper order, having regular annual audits of the Town's finances is a prerequisite to the Town receiving outside funding for future projects and public facilities, whether such funding comes from public bonds, grants or other outside sources.

**Attachments**

1. Response-RFQ for Audit Services



**Request for Qualifications Prepared for:**

***Town of Brock, Texas***

**For the Fiscal Years Ending  
September 30, 2022 and 2023**

**Boucher, Morgan and Young, a P.C.**

**[www.bmy-cpa.com](http://www.bmy-cpa.com)**

**1115 Waters Edge Dr  
Granbury, TX 76048  
(940) 329-8270**

**Kim Knox-Lewis, CPA**



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940-329-8270 • [www.bmy-cpa.com](http://www.bmy-cpa.com)

October 12, 2023

Alyssa Vanesler, Town Clerk  
Town of Brock, Texas  
2451 FM 1189, Ste. B  
Brock, Texas 76087

Thank you for the opportunity to propose on this engagement. BMY is pleased to submit the enclosed proposal to provide audit services for the Town of Brock (the Town). We look forward to the opportunity to meet with you and other members of management to answer any questions or to assist in your decision making process.

I will be the engagement partner. With experience at a large regional firm prior to joining the audit department at BMY, our audit partners have a combined 30+ years' experience in providing audit services for the governmental sector.

BMY has over 38 years of experience auditing governmental entities including municipalities, counties, water districts and other governmental organizations. Local government clients have been among the most important to the growth of our audit practice since its founding in 1983. Our professional staff is seasoned with the intricacies of governmental accounting and financial reporting.

BMY's policy regarding staff assignments is to maintain continuity in engagement leadership throughout a client relationship, unless the client interests or professional standards indicate otherwise. BMY has an outstanding record for longevity of service. A consistent, experienced engagement team results in a more efficient and effective engagement.

I will be available throughout the year for consultation. I can be reached at 940-329-8270 and at [kknox@bmy-cpa.com](mailto:kknox@bmy-cpa.com). Please do not hesitate to call or email if you have any questions about our proposal or any other matter.

A handwritten signature in black ink, appearing to read 'Kim Knox-Lewis', with a light blue circular stamp partially visible underneath.

Sincerely,  
Kim Knox-Lewis  
Assurance Partner



## **TECHNICAL COMPONENT**

BMY is pleased to present this proposal to audit the financial statements of the Town as of September 30, 2022 and 2023. The purpose of this proposal is to provide a clear statement of our capabilities and knowledge in light of the goal of the Town's management. We are excited about working with you and look forward to committing dedicated resources of our Firm to serving you.

### **Firm Background**

#### **About BMY**

BMY is a local public accounting firm founded in 1983. We recognized an opportunity to provide a creative, management oriented approach to accounting and auditing services in our area. We also noticed an opportunity to provide services that were personalized and timely. We wanted to provide an enjoyable employment environment where professionals could practice accounting. Our approach, we feel, has been successful. Our firm has grown to a current employment of over thirty professionals and staff, including six shareholders, and we have two locations, Stephenville and Granbury, Texas.

#### **Services**

BMY is a full-service firm providing clients with all the financial solutions necessary to manage and grow their businesses. With our firm, you'll find a unique blend of personal one-on-one service, expert financial advice and technological leadership in the following areas:

- Accounting—Bookkeeping Services, Financial Statement Compilation, Payroll Processing, and QuickBooks Consulting
- Tax Advisory—Tax planning and preparation for individuals, businesses, estates and trusts; Estate and Gift tax planning; Closely-Held Business Planning; and Compensation/Retirement Planning
- Assurance Services—Audit, Review, Forecasts and Projections
- Consulting—Asset Financing, Business Valuation, Litigation Support Services

Our goal is to ensure you have a clear understanding of your financial status throughout the year, aiding in all your business decisions. At BMY, we enjoy working closely with our clients building long-lasting relationships rooted in trust.

### **Independence**

BMY is independent of the Town as to relationships between the Town and its management and members of BMY as specified by the GAO and AICPA. BMY has not performed any work for the Town that might impair the firm's independence and objectivity. There is not currently, and there has not been in the previous five (5) years a professional relationship between BMY and the Town.

### **GAGAS vs GAAS**

Generally accepted government auditing standards, or GAGAS, differ from non-governmental generally accepted auditing standards, or GAAS. GAGAS incorporates GAAS as well as additional requirements such as a thorough knowledge of governmental auditing and the specific or unique environment in which the audited entity operates. GAGAS also requires 80 hours of CPE every two years, of which at least 20 hours must be completed in each of the two years and at least 24 hours of which must be related directly to the audit environment. GAGAS also incorporates a focus on compliance and internal controls.



## Specific Audit Approach

BMY uses a risk-based audit approach in which procedures will be selected based on the relative risk to each audit area. The following is a brief overview of tasks that will be performed in each major segment of the audit. This summary is not meant to be all-inclusive.

### 1. Planning Phase and Risk Assessment:

Much emphasis is placed in the planning phase of our audit engagements. We can gain insight into the significant transactions ongoing at the Town in order to assess risk to determine the nature and extent of necessary audit procedures for each substantive. This approach allows us to tailor our audit procedures for each engagement in order to complete the work in the most efficient manner possible with minimal interruptions to the Town's staff. During this phase of the engagement, we will meet with key Town employees to discuss our specific audit plan and timing including specific forms, schedules, and other documentation that will be needed during fieldwork.

As a part of our planning and risk assessment, we will read minutes of the Town, inquire of Town management, review prior financial statements, and research applicable laws and regulations subject to additional audit procedures. This will include, but not be limited to, review of state and federal expenditures to determine if a single audit is required, review of investment policy and procedures for compliance with the Public Funds Investment Act, review of any other significant agreements or contracts for applicable laws, regulations, or compliance requirements.

### 2. Study and Evaluation of Internal Controls:

Our study and evaluation of internal controls concentrates on both activity level controls and entity-level controls. Activity level review will include evaluation of controls on transaction cycles determined to be significant to the Town. These typically include cash receipts, cash disbursements, payroll, and financial reporting. Entity-level controls include the overall control environment, management's approach to risk assessment, flow of information and communication, and monitoring. We will also evaluate general computer controls.

We will begin our evaluation of internal controls by interviewing the appropriate personnel in charge of significant transaction cycles. Based on this information, we will evaluate the design of internal controls, and where considered necessary, will test to ensure compliance with the controls. Weaknesses and recommendations for improvements will be discussed immediately. At the conclusion of fieldwork, we will summarize internal control weaknesses and recommendations for improvement in a formal management letter, if necessary.

If considered necessary, we will use statistical sampling in order to test internal controls over financial reporting. Factors used in determining sample size will include the size of the population, risk assessment level desired, tolerable rate, and number of deviations expected. Where possible, BMY will select the highest level control (entity-level versus activity-level) in order to reduce sample sizes relative to control testing.



## Specific Audit Approach (continued)

If at any point a single audit is required, BMY will use statistical sampling in order to determine sample size for compliance testing. Factors used in determining sample size will include the size of the population, the expected number of exceptions, and the degree of assurance needed based on relevant risk assessment factors. BMY will test only those compliance requirements which are direct and material to financial reporting in order to gain efficiencies in single audit testing.

### 3. Substantive Testing:

Our substantive testing begins with preliminary analytical review procedures. We will review the Town's trial balance, and budget to identify potential inaccuracies and problem areas. We then calculate materiality levels to be used to determine the amount of substantive testing that will be necessary based on the risk assessment previously performed.

We will obtain supporting documentation for each material current balance sheet account and test for accuracy, existence, and completeness. For certain accounts, such as cash, accounts receivable, and certain revenues, we may confirm balances directly with third parties. We will test non-current balances using a roll-forward approach by testing additions and deletions/adjustments to the balance during the year. If it is determined that accounts receivable will be confirmed, the number of accounts confirmed will be determined based on statistical sampling. The size of the sample will vary, but will be based on the risk assessment of accounts receivable, other audit procedures performed on accounts receivable, the relative significance of accounts receivable to the overall financial statements, and the dollar value of expected errors on selected accounts.

Our testing of revenues and expenses will be primarily on an analytical basis. In order to test tax revenues, we will compare to budget and confirm property and franchise taxes and vouch sales taxes to the State Comptroller's website. Fines and forfeitures and licenses, fees, and permits will be tested analytically based on the revenue per instance (permit issued, fine assessed, etc.) in comparison to the prior year. For proprietary revenues, we will perform a predictive analytic based on units of service billed and the average revenue per unit of service from prior year. Expenses incurred as a cost of revenue will be tested analytically as a percent of the revenue recognized. We will test other operating expenses by comparing actual expenses to both prior year and the budget. All large, unusual, or unfavorable variances will be identified and tested further through inquiry and supporting documentation. Because the substantive testing is the largest segment of the audit, we will segregate this phase into several logical areas, and assign key staff to each.

### 4. Review Financial Statements and Reports:

BMY will prepare the financial statements and required supplementary information using our software which will link the finalized trial balance to the statements. Due to the experience gained with previous employers, and by participating in the GFOA Special Review Committee program, the Firm is familiar with GFOA reporting requirements and is able to incorporate those into the financial statements upon request.





## Specific Audit Approach (continued)

We will also summarize other issues and/or problems identified during the audit, if any, and suggested recommendations for improvements in a formal management letter. We will review draft copies of all statements, reports, and letters with the Town before finalizing. The Town may incorporate responses to the comments and findings, if any, within the reports.

5. Supervision and Review:

All detailed work paper files, financial statements, other compliance, internal control, and management recommendation reports and letters will be prepared or reviewed by the assigned partner. There is also a second partner review of significant areas and the financial statements for overall quality control.

6. Multi-year Contract:

Initial audits involve a great deal of time to observe, inquire, test and assess the internal control structure to determine the extent of audit procedures. BMY considers these additional first year costs an investment in the client relationship and are therefore not included in the first year fee estimate. A multi-year contract would allow the Firm to gain efficiencies as we grow our understanding of the Town and its operations, but our overall approach would not change.

7. Use of Technology:

BMY invests in technology which both makes the audit more efficient as well as enhances the finish product to the client. BMY operates off of a cloud-based auditing software. This allows BMY to have full access to all audit resources regardless of where the audit is being conducted. BMY has access to the most up-to-date audit research material that is updated real time as accounting standards change.

BMY also has access to RIA Checkpoint, an online research tool, which contains details and interpretive guidance on relevant accounting and auditing standards. This will allow us to provide technical assistance and advice concerning any issues that arise during the course of the audit.



## **MANAGEMENT COMPONENT**

### **External Quality Control Review**

In our 40 years of existence, BMY has never been a defendant in any audit failure or alleged audit failure. Our confidence in the quality of our work is evidenced by our enrollment in the AICPA's Peer Review Program administered by the Texas Society of CPAs. We have participated in this program for over 20 years. Under this program the Firm undergoes review every three years.

BMY's latest external quality control review was completed in 2021 (see page 12), and included a review of specific government engagements, including those with single audits. Our peer review was suitably designed and complied with to provide us with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. BMY received a peer review rating of *pass*.

### **License to Practice in Texas**

All team members who are CPA's are properly licensed to practice in the state of Texas. BMY is not currently nor have we ever been under reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states.

### **Auditor Qualifications and Experience**

#### **Audit Department**

The BMY audit department currently has five staff dedicated to governmental audits. The work on this engagement will be directly supervised by our partner dedicated almost exclusively to public sector clients. In addition, the engagement would include an audit associate on a full time basis in order to complete the engagement. Our partner is a CPA, licensed to practice in the state of Texas.

#### **Service Capabilities**

BMY's continuing education program focuses on continually building the technical and industry-related knowledge base of our professionals so they can develop an adept understanding of the specific issues our clients face. By developing an understanding of the nuances of an industry, our professionals are able to better deliver more tailored solutions to meet your needs. Each auditor is in compliance with the CPE requirements of the AICPA, Texas State Board of Public Accountancy and Generally Accepted Government Auditing Standards (Yellow Book). Our training focuses specifically on those accounting and auditing issues specific to governments with a minimum of 24 hours being dedicated to government-specific training biennially. This allows us to provide the best service possible to our clients by being able to help implement new standards, suggest improvements in internal controls, and efficiently complete governmental audits.



## **Auditor Qualifications and Experience (continued)**

### **Public Sector and Governmental Accounting Experience**

BMY has numerous years of experience auditing clients in the public sector with our largest clients being governmental entities (including municipalities, counties, water districts and other governmental organizations). Local government clients have been among the most important to the growth of our audit practice since its founding in 1983. In the previous twelve months, approximately 70% of our audit department's revenues were generated from servicing public sector audits.

### **Commitment to Governmental Practice**

BMY sponsored the Government Finance Officers Association (GFOA) of Texas. As a part of being involved with the GFOA, our partners are also former members of the Special Review Committee. This allows us to not only assist local governments in meeting minimum requirements generally accepted accounting principles, but also to meet the enhanced standards in order to be granted the Certificate of Achievement for Excellence in Financial Reporting. BMY can work directly with Town staff to make sure all necessary requirements are included in the Annual Comprehensive Financial Report in order to receive this important award.

The work for this engagement would be performed by one of our audit partners, whose current client list is 100% local governments and not-for-profits.

### **Reasonable Fees**

Our audit partners have a combined 35+ years' experience auditing local governments, 15 of which were with a large regional firm. However, our current headquarters location allows us to offer you the resources and experience of a large firm without the fees required to support large firm overhead.

We are function-specific in our task assignments, assigning the lowest billable hour professional to conduct the tasks within their capabilities with appropriate supervision and review. This often includes having our partner in the field full-time in order to keep the audit running smoothly. By doing this, we are able to reduce the overall blended rate, thereby providing greater cost efficiency.

### **Timely Service**

We have developed an approach by which specific deliverables are achieved within set timeframes. We will work with you to develop a timeline that meets your specific requirements and details meeting dates, field work dates, status reporting dates and final report dates. Every client is important and should be treated as such. We are committed to meeting whatever timeframe is agreed upon.



## Auditor Qualifications and Experience (continued)

### Staff Continuity

It is no secret that maintaining continuity in the engagement team from year to year improves efficiency for both the audit firm and the audit client. BMY can commit the proposed audit team for a period of at least the next three years. After that time the same partner will conduct the audit, but there is a potential for change in staff.

## Proposed Audit Team

Team members for this engagement were selected for their technical ability, experience and management skills. A major advantage of hiring our firm is the high level of partner participation. A partner will personally manage all phases of the engagement. The partner assigned to the engagement on a full-time basis will be Kim Knox-Lewis, who will be responsible for planning, directing and conducting substantial portions of the audit. Working with her will be a sufficient number of qualified professional staff to complete the engagement on a timely basis.

### **Kim Knox-Lewis, CPA**

Partner

Assurance

Kim is a Certified Public Accountant who began her career in 2007 in auditing and other assurance services. She started at a large regional firm where she was a dedicated member of the public sector niche serving local governments and not-for-profit entities where she eventually became a manager. She joined BMY in 2014 where she continues her dedication to public sector clients, and her client list consists entirely of public sector organizations (governments and not-for-profits). Her educational background, experience, and professional memberships are highlighted by the following:

- Graduate of Texas Tech University
- Certified Public Accountant in the State of Texas
- Treasurer of the Fort Worth Chapter of the Texas Society of Certified Public Accountants (TXCPA Fort Worth)
- Member of the Board of Directors and Pipeline Taskforce with the Texas Society of Certified Public Accountants (TXCPA)
- Experience auditing local governments, water districts, school districts, and nonprofit organizations
- Maintained Yellow Book compliance by obtaining over 80 hours of CPE over the previous two years of which at least 24 were directly related to governmental accounting and auditing
- With former employer, performed audits for various local governments including City of Sanger, City of Saginaw, and City of Haltom City



## Proposed Audit Team (continued)

### **Shannon Burleson, CPA Candidate**

Associate

Assurance

Shannon is a CPA Candidate who began her career in June of 2022, when she joined BMY, in auditing and other assurance services. Her educational background, experience, and professional memberships are highlighted by the following:

- Graduate of University of Missouri
- Maintained Yellow Book compliance by obtaining over 80 hours of CPE over the previous two years of which at least 24 were directly related to governmental accounting and auditing

## Rate Schedule

Your request for proposal indicated the desire for an hourly rate schedule for those assigned to the audit.

Name	Position	Hourly Rate
Kim Knox-Lewis	Partner	415
Shannon Burleson	Associate	150

The hourly rates included above are our standard hourly rates. However, all audit engagements would include a maximum, not-to-exceed contracted amount.



## References

Listed below are the names of individuals from local governments we have audited. We are proud of our reputation and invite you to discuss our qualifications with them.

Organization Name:	City of Aledo
Dates of Engagement:	September 30, 2019 - current
Contact/Title:	Amber Karkauskas, Director of Administrative Services
Phone/Email:	817-441-7016/akarkauskas@aledotx.gov

Organization Name:	City of DeCordova
Dates of Engagement:	September 30, 2017 - current
Contact/Title:	Marla Frye, City Secretary
Phone/Email:	cityofdcsecretary@gmail.com

Organization Name:	City of Hamilton
Dates of Engagement:	September 30, 2012 - current
Contact/Title:	Ryan Polster, City Administrator
Phone/Email:	254-386-8116/adm@ci.hamilton.tx.us

Organization Name:	City of Dublin
Dates of Engagement:	September 30, 2013 - current
Contact/Title:	Mr. Bobby Mendez, City Manager
Phone/Email:	254-445-3331



# Texas State Board of Public Accountancy

William Treacy, Executive Director

## Individual Licensee - KNOX,KIMBERLY M

[Search Help](#) | [Status Values](#) | [Terms of Use](#)

**Certificate last name**

KNOX

**Location**

FORT WORTH, TEXAS

**Date certified/registered**

11/01/2012

**License expiration date**

11/30/2023

**Status**

**Issued (Current)**

**Employment areas most recently reported**

**Full time**

PARTNER - IN TEXAS

**Part time**

NONE REPORTED

**Firms in which the individual is a partner, shareholder, owner, officer, director, or resident manager**

Association with the firm BOUCHER, MORGAN & YOUNG (License ID = C01700) began on 12/31/2018.

**History of Board actions**

NO DISCIPLINARY HISTORY



## Report on the Firm's System of Quality Control

March 29, 2022

To the Owners of Boucher, Morgan & Young  
And the Peer Review Committee of the  
Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Boucher, Morgan & Young (the firm) in effect for the year ended August 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer review to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion the system of quality control for the accounting and auditing practice of Boucher, Morgan & Young in effect for the year ended August 31, 2021 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Boucher, Morgan & Young has received a peer review rating of *pass*.

HOWARD, LLP



**ATTACHMENT "B"**

**RESPONSE FORM**

RESPONDER: Kim Knox-Lewis

Date: October 12, 2023

Company: Boucher, Morgan and Young, a P.C.

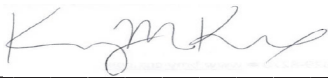
Signature: 

Printed Name: Kim Knox-Lewis

Title: Partner

Address: 1115 Waters Edge Dr, Granbury, TX 76048

Federal EIN #/SSN # 75-2137042

Authorized Signature  Date Oct 12, 2023 Signature indicates bidder accepts the specifications, terms, and conditions of this solicitation and that bidder is not delinquent on any payment due the Town nor involved in any lawsuit against the Town.

Print  
Name Kim Knox-Lewis Title Partner

**REFERENCES:**

Each Responder is to provide a minimum of three (3) verifiable business references for which the Responder has performed work. Up to two (2) additional references may be attached to this Statement of Qualifications.

Company Name: Please see schedule of References included in RFQ

Address:

Contact Person:

Telephone:

Brief description of project:

Company Name: Please see schedule of References included in RFQ

Address:

Contact Person:

Telephone:

Brief description of project:

Company Name: Please see schedule of References included in RFQ

Address:

Contact Person:

Telephone:

Brief description of project:

Please provide the following information for contract development. Is your firm:

Sole Proprietorship	YES	NO
---------------------	-----	----

Partnership	YES	NO
-------------	-----	----

Corporation	<u>YES</u>	NO
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BMY is a professional corporation

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner(s) full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Boucher, Morgan and Young, a P.C.

## Town of Brock - Public Funds Checking Account

### Per Bank Activity:

Beginning Balance (as of June 30, 2023)	\$645,433.87
Deposits	\$29,186.90
Disbursements	-\$30,535.72
Ending Balance (As of July 14, 2023)	<u>\$644,085.05</u>
Beginning Balance (as of July 31, 2023)	\$636,850.17
Deposits	\$228,619.80
Disbursements	-\$4,130.89
Ending Balance (As of August 18, 2023)	<u>\$861,339.08</u>
Beginning Balance (as of August 31, 2023)	\$849,298.36
Deposits	\$25,259.69
Disbursements	-\$2,008.50
Ending Balance (As of September 15, 2023)	<u>\$872,549.55</u>
Beginning Balance (as of September 30, 2023)	\$842,229.71
Deposits	\$26,266.32
Disbursements	-\$1,905.61
Ending Balance (As of October 12, 2023)	<u>\$866,590.42</u>