

Village Of Salado



REGULAR BOARD OF ALDERMEN
MEETING SALADO MUNICIPAL BUILDING
301 N. STAGECOACH, SALADO, TEXAS
OCTOBER 3, 2024, 6:30 P.M.

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

www.youtube.com/@VillageofSalado



Join the meeting 5 minutes before posted start time.

AGENDA

<u>CALL TO ORDER</u>	OCTOBER 3, 2024, 6:30 P.M.
<u>CALL OF ROLL</u>	VILLAGE SECRETARY
<u>INVOCATION</u>	MAYOR BERT HENRY

PLEDGE OF ALLEGIANCE / SALUTE TO THE TEXAS FLAG

1. PUBLIC COMMENTS

THE BOARD OF ALDERMEN WELCOMES COMMENTS FROM CITIZENS ON ISSUES AND ITEMS OF CONCERN NOT ON THE AGENDA. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AND OBSERVE A FIVE (5) MINUTE TIME LIMIT WHEN ADDRESSING THE BOARD. SPEAKERS WILL HAVE ONE (1) OPPORTUNITY TO SPEAK DURING THIS TIME-PERIOD. SPEAKERS DESIRING TO SPEAK ON AN AGENDA ITEM WILL BE ALLOWED TO SPEAK WHEN THE AGENDA ITEM IS CALLED. INQUIRIES ABOUT MATTERS NOT LISTED ON THE AGENDA WILL EITHER BE DIRECTED TO STAFF OR PLACED ON A FUTURE AGENDA FOR ALDERMEN CONSIDERATION.

2. CONSENT AGENDA

- (A) APPROVAL OF MINUTES OF SEPTEMBER 19, 2024, REGULAR BOARD OF ALDERMEN MEETING.

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

4. STATUS REPORTS

- (A) VILLAGE ADMINISTRATOR'S REPORT
- UPDATE ON STORM WATER POLLUTION PREVENTION PLAN AT CONSTRUCTION SITES
 - UPDATE ON CITY PERMITS REGARDING SALE OF ALCOHOLIC BEVERAGES
 - UPDATE ON ALLEGED VIOLATIONS OF ZONING DISTRICT

5. PUBLIC HEARINGS

- (A) HOLD A PUBLIC HEARING AND CONSIDER THE CREATION OF THE MUSTANG SPRINGS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE.
- (B) HOLD A PUBLIC HEARING ON THE SALADO SANCTUARY PHASE 1A REPLAT.

6. DISCUSSION AND POSSIBLE ACTION

- (A) DISCUSSION AND POSSIBLE ACTION ON APPROVING SALADO SANCTUARY PHASE 1A REPLAT.
- (B) DISCUSSION AND POSSIBLE ACTION ON APPROVING HAWKS LANDING FINAL PLAT.
- (C) DISCUSSION AND POSSIBLE ACTION ON AWARDING A GRANT FROM THE HOTEL OCCUPANCY TAX FUND TO THE SALADO MUSEUM AND COLLEGE PARK AND/OR THE SCOTTISH GATHERING AND HIGHLAND GAMES, AS DETERMINED APPROPRIATE.
- (D) DISCUSSION AND POSSIBLE ACTION ON A PROPOSED IH-35 WEST SIDE OVERLAY DISTRICT, A PROPOSED ZONING DISTRICT WITH THE WS PREFIX DESIGNATION.
- (E) DISCUSSION AND POSSIBLE ACTION ON FEDERALLY FUNDED PROGRAMS GRANT AWARDS THROUGH THE STATE OF TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION:
 - (a) ROYAL STREET
 - (b) MILL CREEK
 - (c) WILLIAMS ROAD
- (F) DISCUSSION AND POSSIBLE ACTION ON GRANT AWARD FOR FISCAL YEAR 2023 CONGRESSIONALLY DIRECTED SPENDING / COMMUNITY PROJECT FUNDING GRANTS PROGRAM FOR WATER PROJECTS IMPLEMENTATION GUIDANCE, SPECIFICALLY THE \$1.5M FOR THE PURPOSE OF WASTEWATER TREATMENT PLANT EXPANSION.
- (G) DISCUSSION AND POSSIBLE ACTION ON FEDERAL APPROPRIATIONS AWARD THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR WEST VILLAGE ROAD DEVELOPMENT PROJECT, GRANT NUMBER B-24-CP-TX-2053.
- (H) DISCUSSION AND POSSIBLE ACTION ON RESCINDING / REPEALING THE RESOLUTION APPROVED ON APRIL 6, 2023, ON PROHIBITION OF FIREARMS INTO THE ROOM OR ROOMS OF ANY MEETING SUBJECT TO CHAPTER 551, TEXAS GOVERNMENT CODE.
- (I) DISCUSSION AND POSSIBLE ACTION ON NOMINATING MAYOR BERT HENRY TO THE CENTRAL TEXAS COUNCIL OF GOVERNMENT (CTCOG) AS A REPRESENTATIVE OF SMALL CITIES UNDER 12,500.

- (J) DISCUSSION AND POSSIBLE ACTION ON APPROVING RESOLUTION NUMBER R2024-06, A RESOLUTION SUPPORTING THE CREATION OF A WATER AUTHORITY FOR OUR CENTRAL TEXAS REGION AS A MEANS AND AS A COMMITMENT TOWARD SECURING OUR WATER FUTURES AND ADDRESSING THE PRESSING NEEDS OF GROWTH, DEVELOPMENT, AND PUBLIC SAFETY.

ADJOURNMENT

NOTE

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

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Salado Municipal Building by August 30, 2024, by 5:00 p.m.

Debra Bean

Debra Bean, City Secretary

The Village of Salado is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact Debra Bean, City Secretary at 254-947-5060 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices may utilize the statewide Relay Texas Program at 1-800-735-2988.

Agenda Item # 1 and 2



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Public Comments and Consent Agenda

Project/Proposal Summary:

1. PUBLIC COMMENTS

THE BOARD OF ALDERMEN WELCOMES COMMENTS FROM CITIZENS ON ISSUES AND ITEMS OF CONCERN NOT ON THE AGENDA. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AND OBSERVE A FIVE (5) MINUTE TIME LIMIT WHEN ADDRESSING THE BOARD. SPEAKERS WILL HAVE ONE (1) OPPORTUNITY TO SPEAK DURING THIS TIME-PERIOD. SPEAKERS DESIRING TO SPEAK ON AN AGENDA ITEM WILL BE ALLOWED TO SPEAK WHEN THE AGENDA ITEM IS CALLED. INQUIRIES ABOUT MATTERS NOT LISTED ON THE AGENDA WILL EITHER BE DIRECTED TO STAFF OR PLACED ON A FUTURE AGENDA FOR ALDERMEN CONSIDERATION.

2. CONSENT AGENDA

(A) APPROVAL OF MINUTES OF SEPTEMBER 19, 2024, REGULAR BOARD OF ALDERMEN MEETING.

Agenda Item # 3 and 4



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Consent Agenda items moved to #3 and Status Reports

Project/Proposal Summary:

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

4. STATUS REPORTS
 - (A) VILLAGE ADMINISTRATOR'S REPORT
 - UPDATE ON STORM WATER POLLUTION PREVENTION PLAN AT CONSTRUCTION SITES
 - UPDATE ON CITY PERMITS REGARDING SALE OF ALCOHOLIC BEVERAGES
 - UPDATE ON ALLEGED VIOLATIONS OF ZONING DISTRICT

State and Federal Rules for Stormwater Discharges from Construction Activities

List of rules in 30 TAC, Texas Water Code, etc.. affecting stormwater discharges from construction activities.

Those who discharge stormwater from construction activities into [surface water in the state](#) (HTML) must be familiar with state and federal rules, among them:

- TCEQ General Permit [TXR150000](#), relating to discharges from construction activities
- Section 26.040. [Chapter 26, General Permits](#)
- (HTML), Water Quality Control, Water Administration, Texas Water Code
- [Chapter 205](#)
- (HTML), General Permits for Waste Discharges, [Title 30, Texas Administrative Code](#)
- (HTML)
- [Section 305.44](#)
- (HTML), Signatories to Reports, Application for Permit or Post-closure Order, Title 30, Texas Administrative Code
- [Section 305.128](#)
- (HTML), Signatories to Reports, Permit Characteristics and Conditions Rule, Title 30, Texas Administrative Code
- [Section 305.541](#)
- (HTML), Effluent Guidelines and Standards for TPDES Permits, Title 30, Texas Administrative Code
- [Section 122.2](#)
- (Federal Definitions Applicable to NPDES Program) of [Title 40, Code of Federal Regulations](#)
- (HTML)
- [Section 122.26](#)
- (Federal Rules Applicable to State NPDES Storm Water Permits) of Title 40, Code of Federal Regulations
- [Section 122.28](#)
- (Federal Rules Applicable to State NPDES General Permits) of Title 40, Code of Federal Regulations
- [40 CFR Part 450](#)
 - (Construction and Development Point Source Category) of Title 40, Code of Federal Regulations

[Contact us](#) if you have questions.

Agenda Item # 5



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Public Hearing(s)

Project/Proposal Summary:

5. PUBLIC HEARING(S)

(A) HOLD A PUBLIC HEARING AND CONSIDER THE CREATION OF THE **MUSTANG SPRINGS PUBLIC IMPROVEMENT DISTRICT** IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE.

(B) HOLD A PUBLIC HEARING ON THE **SALADO SANCTUARY PHASE 1A REPLAT**.

Agenda Item # 6A



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(A) DISCUSSION AND POSSIBLE ACTION ON APPROVING SALADO SANCTUARY PHASE 1A REPLAT.

Note: Public Hearing on the Replat Application of the Salado Sanctuary Phase 1A, a Replat of Block R a 1.745-acre tract of land and Block S a 1.154-acre tract of land of Document No. 20220-42431, Salado Texas.

The purpose of the replat is to adjust the lot lines to fit the homes designs within the angled building setbacks due to the curved shape of the lots.

The public notice was posted in the newspaper and notification letters were mailed out to property owners within two hundred (200) feet of the lots to be replatted.

The Village of Salado received no public comments.

The contracted city engineer MRB Group has completed the review and finds the submission meets the Village of Salado's subdivision requirements.

September 4, 2024

Mr. Manuel De La Rosa, Village Administrator
Village of Salado
301 N. Stagecoach Rd.
Salado, TX 76571

**RE: SANCTUARY PHASE 1A REPLAT—REVIEW COMMENTS
MRB PROJECT NO. 1963.22000.000**

Mr. De La Rosa:

MRB Group has completed our review of the referenced project and finds the submission meets the Village of Salado's subdivision requirements. Please contact me if you have any concerns or questions.

Sincerely,



Lee Lingenfelter, PE, CFM
Project Manager

N:\1963.22000.000\10 - Plat and Plan Reviews\50 - Sanctuary Phase 1A\2024-09-04 Sanctuary Phase 1A Review Comments.docx

Agenda Item # 6B



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(B) DISCUSSION AND POSSIBLE ACTION ON APPROVING HAWKS LANDING FINAL PLAT.

Note: Hawks Landing is a plat of 17.00-acre tract SITUATED IN THE F. MADRIGAL SURVEY, ABSTRACT NO. 554, BELL COUNTY, TEXAS, BEING ALL OF THE CALLED 17.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MEL3, LLC, RECORDED IN INSTRUMENT NO. 2021041224, DEED RECORDS OF BELL COUNTY, TEXAS.

*Special notes on the plat:

Note # 6. Water service for all the lots (4) is to be private well. Clearwater Underground Water Conservation District is designated as the final authority regarding the use of private wells. Approval letter attached.

Note # 9. THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMONLY SHARED DRIVEWAYS LOCATED WITHIN THE PRIVATE PASSAGE EASEMENTS.

*The water service is what slowed down the development from the submittal date. To include the testing of the wells were on hold due to a drought in Bell County.

The contracted city engineer MRB Group has completed the review and finds the submission meets the Village of Salado's subdivision requirements. Approval letter attached.



September 17, 2024

Mr. Manuel De La Rosa, Village Administrator
Village of Salado
301 N. Stagecoach Rd.
Salado, TX 76571

Re: Hawks Landing Final Plat-Review Comments
MRB Group Project No. 1963 22000.000

Dear Mr. De La Rosa,

MRB Group has completed our review of the referenced project and finds the submission meets the Village of Salado's subdivision requirements. Please contact me if you have any concerns or questions.

Sincerely,

A handwritten signature in blue ink that reads "Lee Lingenfelter".

Lee Lingenfelter, PE, CFM

Project Manager

N:\1963.22000.000\10 - Plat and Plan Reviews\11 - Hawks Landing\Third Submittal\2024-09-17 Hawks Landing Final Plat Review Comments.docx

PLAT ATTESTING FORM

Title 30 Texas Administrative Code, Section 230.1(c)(2) (30 TAC 230.1(c)(2))

Name of Proposed Subdivision: Hawks Landing

Property Owner's Contact Information

Name: Mel3 LLC

Address: 3402 S WS YOUNG DR KILLEEN, TX 76542

Phone: 254-535-6186

Email or Fax: michael@linnemannrealty.com

Plat Applicant's Contact Information

Name: Michael Linnemann

Address: 2205 Sunrise Dr, Belton, TX 76513

Phone: 254-535-6186

Email or Fax: michael@linnemannrealty.com

Certification Statement:

"I, Michael Linnemann, the Plat Applicant, attest that the following information has been provided in accordance with Title 30, Texas Administrative Code (TAC), Chapter 230."

Has the Plat Attesting Form and the Certification of Groundwater Availability for Platting Form (Figure: 30 TAC 230.3(c)) been provided to the following? Please mark "YES" or "NO" for each of the following:

- | | | |
|------------------------------------------------------------------------|-----------------------------------------|-----------------------------|
| 1. Municipal or county authority | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. Executive administrator of the Texas Water Development Board (TWDB) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. Applicable groundwater conservation district(s) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |

Name of GCD(s) - indicate N/A if not applicable: _____

Clearwater Underground Water Conservation District

Have copies of the information, estimates, data, calculations, determinations, and statements been provided to the following? Please mark "YES" or "NO" for each of the following:



Every drop counts!

Clearwater Underground Water Conservation District

P.O. Box 1989, Belton, Texas 76513

Phone: 254/933-0120 Fax: 254/933-8396

www.cuwcd.org

*Leland Gersbach, President
Jody Williams, Vice President
C. Gary Young, Secretary
Scott A. Brooks
James Brown*

Memo Signature Required

To: Gorge Meza gmeza@quinteroeng.com

From: Dirk Aaron daaron@cuwcd.org
General Manager

CC: Whitney Ingram wingram@cuwcd.org
Corey Dawson cdawson@cuwcd.org
Bryan Neaves bryan.neaves@bellcounty.texas.gov
Malcolm Miller malcolm.miller@bellcounty.texas.gov
Michael Linnemann michael@linnemannrealty.com

Date: 9/4/2024

Re: Proposed Hawks Landing Subdivision

Michael Linnemann, owner of the proposed Hawks Landing subdivision, submitted three applications to Clearwater Underground Water Conservation District (CUWCD) on March 28, 2024, for a combination drilling and operating permit to complete three new wells (N3-24-005P, N3-24-006P, N3-24-007P) for domestic use of 0.3 acre-feet/year or 98,550 gallons/year from each well totaling 0.9 acre-feet/year or 295,650 gallons/year.

The proposed subdivision at Property ID: 73492 is 4 tracts totaling 17 acres. Lot 4 Block One is a proposed 10.2-acre tract with an existing well (E-23-012P). Lots 1 through 3 are approximately 2.12 to 2.14 acres in size thus each lot is eligible for a non-exempt well per the N3 Drilling and Operating Permit application.

This proposed subdivision necessitated a groundwater availability certification under Chapter 230 and required by Bell County if the proposed subdivision has no access to public water supply.

On August 9, 2023, the Board reviewed a request to allow a single well pump test in place of the Groundwater Availability Certification (GAC) requirement, for the purpose of subdividing Bell CAD Property ID: 73492. The request was approved with the stipulations that the pump test be delayed until sufficient water is available and that they provide documentation stating that they do not have access to

1 | Clearwater Underground Water Conservation District (CUWCD) is a political subdivision of the State of Texas and underground water conservation district created and operating under and by virtue of Article XI, Section 52, of the Texas Constitution, Texas Water Code Chapter 36; the District's enabling legislation, Act of May 27, 1989, 71st Legislature, Regular Session, Chapter 524 (House Bill 3172), as amended by Act of April 25, 2001, 77th Legislature, Regular Session, Chapter 22 (Senate Bill 404), Act of May 7, 2002, 81st Legislature, Regular Session, Chapter 64 (Senate Bill 1753), and Act of May 27, 2003, 83rd Legislature, Regular Session, Chapter 1146, Section 2 (Senate Bill 1336 omnibus districts bill); and the applicable general laws of the State of Texas, as confirmed by voters of Bell County on August 21, 1989.



**Clearwater Underground Water
Conservation District**
P.O. Box 1989, Belton, TX 76513
254-933-0120

Combination Drilling/Operating Permit

Permit No: 0-24-224

Owner/Permittee: Michael Linnemann

Mailing Address: 2205 Sunrise Drive
Belton, TX 76513

Well Location: 2.14-acre tract known as Hawks Landing, Lot 1, Blk. One
Latitude: 30.93679 Longitude: -97.49718

District Well No: N3-24-005P

State Well No: —

Terms: Permit expires December 31, 2024.
Failure to abide by District/State rules and special provisions of issuance, will subject this agreement to revocation.

Permitted Annual Withdrawal: 98,550 gallons per year or .3 ac-ft/year

Aquifer: Edwards BFZ Aquifer **Edwards BFZ Management**

Use: Domestic Use

Special Provisions: Upon installation of a pump, require the well driller or pump installer to install a removable plug within the sanitary seal to allow clear access into the well for water level measurement by the District. Require installation of a meter at the well head for monthly production reporting to the District. Failure to abide by these agreed upon provisions subjects this permit nonrenewal and revocation of said permit.

This Permit is hereby issued this 14th day of August 2024.

BY:  General Manager



**Clearwater Underground Water
Conservation District**
P.O. Box 1989, Belton, TX 76513
254-933-0120

Combination Drilling/Operating Permit

Permit No: 0-24-225

Owner/Permittee: Michael Linnemann

Mailing Address: 2205 Sunrise Drive
Belton, TX 76513

Well Location: 2.14-acre tract known as Hawks Landing, Lot 1, Blk. One
Latitude: 30.93733 Longitude: -97.49698

District Well No: N3-24-006P

State Well No: --

Terms: Permit expires December 31, 2024.
Failure to abide by District/State rules and special provisions of issuance, will subject this agreement to revocation.

Permitted Annual Withdrawal: 98,550 gallons per year or .3 ac-ft/year

Aquifer: Edwards BFZ Aquifer **Edwards BFZ Management**

Use: Domestic Use

Special Provisions: Upon installation of a pump, require the well driller or pump installer to install a removable plug within the sanitary seal to allow clear access into the well for water level measurement by the District. Require installation of a meter at the well head for monthly production reporting to the District. Failure to abide by these agreed upon provisions subjects this permit nonrenewal and revocation of said permit.

This Permit is hereby issued this 14th day of August, 2024.

by  General Manager
Duke Brown



**Clearwater Underground Water
Conservation District**
P.O. Box 1989, Belton, TX 76513
254-933-0120

Combination Drilling/Operating Permit

Permit No: 0-24-226

Owner/Permittee: Michael Linnemann

Mailing Address: 2205 Sunrise Drive
Belton, TX 76513

Well Location: 2.14-acre tract known as Hawks Landing, Lot 3, Blk. One
Latitude: 30.93793 Longitude: -97.49684

District Well No: N3-24-007P

State Well No: --

Terms: Permit expires December 31, 2024.
Failure to abide by District/State rules and special provisions of issuance, will subject this agreement to revocation.

Permitted Annual Withdrawal: 98,550 gallons per year or .3 ac-ft/year

Aquifer: Edwards BFZ Aquifer **Edwards BFZ Management**

Use: Domestic Use

Special Provisions: Upon installation of a pump, require the well driller or pump installer to install a *removable plug* within the sanitary seal to allow clear access into the well for water level measurement by the District. Require installation of a *meter at the well head* for monthly production reporting to the District. Failure to abide by these agreed upon provisions subjects this permit nonrenewal and revocation of said permit.

This Permit is hereby issued this 14th day of August 2024.

BY  General Manager
Dirk Aaron

Agenda Item # 6C



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(C) DISCUSSION AND POSSIBLE ACTION ON AWARDING A GRANT FROM THE HOTEL OCCUPANCY TAX FUND TO THE SALADO MUSEUM AND COLLEGE PARK AND/OR THE SCOTTISH GATHERING AND HIGHLAND GAMES, AS DETERMINED APPROPRIATE.



Village of Salado, Texas
HOTEL OCCUPANCY TAX
FUNDING APPLICATION
FOR EVENTS//PROJECTS
June 1, 2024 and December 30, 2024

2024

Date Application received (To be completed by City Staff):		
Official Name of Organization/Entity: Salado Museum and College Park	Is Organization/Entity a non-profit? Yes	Date Organization/Entity Founded: 1959
Organization/Entity Mailing Address: P.O. Box 36, Salado, TX 76571		
Organization/Entity website: saladomuseum.org		
Name and Title of Person authorized to act on behalf of Organization/Entity for this application ("Applicant"): Lynette Jones, Executive Director	Organization/Entity Phone: 254-947-5232	
	Organization/Entity Email: director@saladomuseum.org	

SECTION A – FUNDING REQUEST DESCRIPTION

Name of Project/Event: Salado Scottish Gathering and Highland Games	Project/Event Date(s): November 8th, 9th & 10th	
Estimated number of room nights that will be occupied at local hotels, motels, & short-term rentals by attendees of your event(s) or project(s)? 50-75	Estimated number of the annual attendance at your event(s) or project(s)? 2,500	Amount of funds requested: \$10,000.00
Project/Event location(s): Salado Creekside Salado Museum & College Park Thomas Arnold Elementary School Grounds		

In the space below, please describe each individual project/event for which funding is sought, and explain how each project/event will directly enhance and promote tourism and the hotel/motel/short term rental (STR) industry in the Village of Salado:

The following is an excerpt from the program of the first Gathering of the Scottish Clans of Texas in 1961 (a copy is attached):

"Major Sterling C. Robertson, a 2nd generation removed from his Scottish emigrant ancestor, was surveying in Central Texas in the winter of 1825-26. In 1961, Mrs. Sterling C. Robertson, secretary and program chair of Central Texas Area Museum, had the "desire to construct a program under the auspices of the CTAM, wherein each nationality active in the founding of Central Texas would be honored." She "decided that the Scots, because of the priority of their arrival in the region, should be accorded priority of representation."

The festival was later renamed "Salado Scottish Gathering and Highland Games." Likewise, the Central Texas Area Museum was renamed Salado Museum and College Park in 2017 when it merged with Robertson Colony, Salado College Foundation. The original Gathering saw Scottish ancestors visit from all over the state of Texas and was the first Scottish Gathering in the state of Texas. It has continuously been held in Salado even as a virtual event in 2020.

While originally set up to honor the Scottish ancestry, it soon became the primary event to raise funds to support CTAM as it continues today to support SMCP. With increasing cost to host the event, it is more difficult to see enough income to fully support SMCP.

The event begins on Friday with a live music event at the museum and a Scottish fiddle performance at the Salado Middle School, then at dusk the "Calling of the Clans" on the banks of Salado Creek followed by a Friday evening social.

Saturday morning, the TAE school grounds is filled with an entertainment tent of Scottish performers, Highland dancing, piping, drumming and Scottish athletic competitions. Food and merchandise vendors, and Scottish clan and society tents are dotted throughout the venue. At noon a parade begins at Pace Park and processes onto TAE for the opening ceremonies and recognition of the clans present. Approximately 2,500 people will attend the weekend events.

Sunday morning begins with a Kirking (Scottish church service). The entertainment continues as well as a shortbread contest, bonniest knees and pet parade around the grounds.

This massive event does not just happen. The SMCP office manager and executive director along with committees begin planning as soon as the event ends on Sunday afternoon. More than half of the office managers job and a fourth of the executive director's time is spent organizing the event.

The \$10,000.00 requested is used to expand and maintain the attendees that continue to make the trip to Salado on the second weekend in November. The past successes continue to bring returning participants and attendees and without this event, SMCP would be in danger of not having funds to continue to operate the important history museum and event center.

SECTION B – FUNDING CATEGORIES AUTHORIZED BY TEXAS LAW (Please indicate which funding categories are applicable to your project/event – multiple categories may be selected)

	Check box below
1. Advertising and promotional programs to attract tourists	<input checked="" type="checkbox"/>
2. Encouragement and promotion of the arts	<input checked="" type="checkbox"/>
3. Historical restoration and preservation projects, advertising to encourage tourists to visited historic sites and museums	<input type="checkbox"/>
4. Sporting events for which the majority of participants come from out of town	<input checked="" type="checkbox"/>

SECTION C – ASSURANCES

The Applicant hereby certifies to the Village of Salado that, to the best of the Applicant's knowledge and belief, the:

1. Project(s)/event(s) for which financial assistance is sought will be administered in accordance with Federal, State, and local law;
2. HOT funds received as a result of this application will be used solely for the project(s)/event(s) described herein;
3. Applicant has read, understands, and will conform to the Village HOT Guidelines; and
4. Figures, facts and representations made in this application, including any attachments hereto, are true and correct.

Receipt of any HOT funds awarded pursuant to this application is conditioned upon the execution of a Hotel Occupancy Tax Grant Agreement with the Village.

PLEASE ATTACH TO APPLICATION:

1. Copy of the organization/entity IRS 501(c)(3) ruling letter, if applicable.
2. If you cannot provide an estimated number of room nights to be occupied at local hotels, motels, short term rentals, or bed and breakfast inns by attendees of your project/event, or if you cannot provide an estimated number of attendees of your project/event, please attach an explanation of why your project/event prevents you from estimating the number of local room nights or attendees for your event(s) or project.

PLEASE MAKE SURE ALL HOT REPORTS THAT ARE DUE FOR THE PREVIOUS YEAR HAVE BEEN SUBMITTED.

Applicant Signature: <i>Lynette Jones</i>	Date signed: <i>8/27/24</i>
Applicant Name & Title (print or type): <i>Lynette Jones, executive director</i>	Applicant Phone (if different from phone # listed on page 1): <i>254 718-0820</i>
Applicant Address (if different from Mailing Address listed on page 1):	Applicant E-Mail Address (if different from e-mail address listed on page 1):

CITY USE ONLY

Date Received the Application
City Attorney's Comments
Convention and Visitor Bureau Comments
Previous Year's Final Report Filed



PHILADELPHIA PA 19255

In reply refer to: 3552240031
May 14, 2024 LTR 4168C 0
74-1369313 000000 00

00056170
BODC: TE

SALADO MUSEUM AND COLLEGE PARK INC
423 S MAIN ST
SALADO TX 76571-6244



037479

Employer ID number: 74-1369313
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 07, 2024, about your tax-exempt status.

We issued you a determination letter in September 1960, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

The museum has booked 40 rooms, 20 for Friday and 20 for Saturday. These are the rooms we pay for. The rooms are for judges, entertainers and other key people that help at the Gathering each year.

The Holiday Inn also reserves 20-30 rooms for people attending the Gathering. These will include the attending clans and societies that attend almost every year. There are also several of the food and merchandise vendors who stay Friday and Saturday night. I know the Days Inn also has attendees stay at their facility.

The 2,500 number is based on the number of tickets sold before and during the event. Attendees will also include approximately 175 participants in the piping, drumming, dancing and athletic events. There are approximately 250 clan/society participants that set up around 60 tents and provide information about the heritage of their families. We also provide the merchandise and food vendors with 2 tickets to the event. That number will be about 50.

We promote the Gathering and Salado through our advertising starting in January each year. I've attached a copy of some of the ads from Jan-May. In addition to these ads, starting in July we will focus our ads in the Village Voice on the Gathering. We are also putting ads in the Fort Cavazos newcomers' editions in the fall. We also print rack cards and posters specific to the Gathering. We also use our Texas Brazo's Trail partner, Pamela Anderson, who promotes our event throughout Texas using the rack cards. Our website promotes the event the year round. There are two websites that land on the same site: saladomuseum.org and saladoscottishfestival.com. We also have a Facebook and Instagram page that we pay for boosted coverage starting in October. While the ads focus on the Gathering, Salado, TX appears in every single ad and social media post we produce.

MUSEUM ADVERTISING EXPENSES 2024

(as of 05/30/24)

**KILLEEN DAILY HERALD: Memorial Day Special Section
Armed Forces Special Section**

1/8 pg. ad in each for Museum: **TOTAL COST: \$260**

Published in newspaper May 16-18 and May 22-27

*1/2 museum
1/2 gatherings*

TEMPLE DAILY TELEGRAM – COMMUNITY GUIDE

Quarter page ad for Museum:

COST: \$440

Publishes June 30

*1/2 museum
1/2 gatherings*

**CELTIC LIFE INTERNATIONAL MAGAZINE
2 ISSUES**

1 Quarter-pg. ad in each for Gathering: **TOTAL COST: \$500**

Summer & Fall Issues Package
Publishes July, Aug, Sept and Oct, Nov, Dec

all gathering

Includes print/digital magazine ads – Digital ad in special digital edition –
200-word event profile with photo in magazine – banner ad on website –
inclusion in digital newsletter – listing on online events calendar

\$ 850 - Jan - May 2024



Inquiry # _____

GUARANTEED RATE CONTRACT

BLOCK NAME: Scottish Festival 2024
BLOCK CODE: D24
CONTACT: Lynette Jones
EMAIL: director@saladomuseum.org

START DATE: 11-08-2024
MEETING ROOM: YES No
PHONE: 254 718-0820

Date	Day	Room Types	Quantity
11-08-2024	Friday	K-\$159.99 QQ-\$169.99	K/10 QQ/10
11-09-2024	Saturday	K-\$159.99 QQ-\$169.99	K/10 QQ/10

40
booked
rooms

RATE:

The hotel will honor the contract rate plus state and city tax as long as the hotel has the room and room type available in the guaranteed block and the reservation is made before the cutoff date. The hotel provides a complimentary HOT deluxe breakfast (Mon-Fri 6:30 am to 9:30 am, Sat-Sun & Holidays 7:00am -10:00 am). The CHECK-IN time is at 3:00 pm and CHECK-OUT time is by 11:00 am on the day of departure.

Initial: 


RESERVATION:

Group Block party can **ONLY** call the Holiday Inn Express, Salado at 254-947-4004 to individually make reservations within the block. The block name Scottish Festival 2024 **OR** block code D24 are required to be mentioned by your party, to make a reservation with the guaranteed group block rate. **Failure to mention this information while booking directly with our property, can result in your party missing out on the block's special rate.**

Initial: 

CUT-OFF DATE:

Scottish Festival 2024 Group, can make or cancel any rooms with no PENALTY inside of the block by 10-08-2024 11:59pm. After this date, whatever rooms are not allocated will be released back into the hotel's inventory and the group block will be locked out from booking any more discounted rates. *If the contact is needing more rooms past this date, the hotel is able to provide \$20.00 off the hotel's "BEST FLEXIBLE RATE".*

Initial: 



Permit # 2408-0053

Facilities Agreement
Last Edited: 9/19/24 at 3:11pm

From: Salado Independent School District
601 N. Main
Salado, TX 76571

Contact/Billing Person: Lynette Jones
Address: Salado, Salado, TX 76571
Office Phone: (254) 947-5232 Email: director@saladomuseum.org

EVENT NAME: Scottish Gathering and Highland Games
To: Salado Museum
Salado
Salado, TX 76571

Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
Sat 11/9/2024				
8:45am - 9:00am	Salado School Road (TAE Campus) - ** Setup	0.25	\$ 0.00	\$ 0.00
9:00am - 10:00pm	Scottish Gathering and Highland Games	1.00	\$ 1500.00	\$ 1500.00
10:00pm - 10:15pm	Teardown	0.25	\$ 0.00	\$ 0.00
Sun 11/10/2024				
8:45am - 9:00am	Salado School Road (TAE Campus) - ** Setup	0.25	\$ 0.00	\$ 0.00
9:00am - 10:00pm	Scottish Gathering and Highland Games	0.00	\$ 0.00	\$ 0.00
10:00pm - 10:15pm	Teardown	0.25	\$ 0.00	\$ 0.00
Summary				Estimated Total Charges:
	Facilities Rental:			\$ 1500.00
	Other Needs:			\$ 1500.00
	Extra Charges:			\$ 0.00
				Balance Due:
				\$ 1500.00
				Total Amount Paid:
				\$ 0.00
				Remaining Balance Due:
				\$ 1500.00

Other Conditions:

All Organizations and Associations

Once annually, you shall provide a Certificate of General Liability Insurance, naming Salado ISD as additionally insured.

mail Certificate to: valarie.mcguill@saladobisd.org

Alcohol and tobacco products are not permitted on any SISD Facilities or Property.

Firearms, illegal knives, clubs and all prohibited weapons are not permitted on the physical premises of a school or educational institution (Texas Penal Code 46.03).

All outside doors to the educational facilities shall be kept closed

All lights shall be turned off at the completion of the events.

Borrowed equipment (sound system, tables, chairs, brooms, mops, etc.) shall be returned in good working order to the appropriate area. Any broken equipment should be reported immediately to Campus Principal or SISD Administration.

Leave the area set up as you found it. Pick up all trash and place in receptacles. Keep vehicles off the grass and do not drive across the lawn

Adult supervision is required for all student activities. No students are allowed in hallways, offices, or kitchen areas.

The kitchen shall be opened and closed by authorized personnel only. The sponsor of the event can request specific times that the kitchen is to be open.

A fee of \$15 per hour per person is charged for authorized personnel to assist in setting up kitchen equipment, monitor its use, and supervise the cleanup of equipment.


Unless custodial is requested, event cleanup is the responsibility of the sponsor. All trash on the grounds and all trashcans are to be emptied in the trash dumpster. All boxes are to be broken down and put in dumpster. No trash/boxes are to be left outside the dumpster, or on the ground around the dumpster. If the facility is not cleaned and custodial services are required there will be a \$50.00 fee charged to the group using the facility.

Payment should be made to the Salado ISD Business Office the next business day or no later than 3 business days after the event. Deposits are non-refundable.


No credit or refunds will be given for events canceled for any reason, including inclement weather, unless the event is canceled by Salado ISD administration.

Salado ISD reserves the right to refuse use of any or all Campus Facilities.

In case of bad weather, Salado ISD athletic teams may need to use a gym that has been reserved by an outside group and SISD teams would have first access to that facility. If this occurs and your event is cancelled, you will be notified.


Signature
Cheri Miller

Salado Independent School District


Signature
Lynette Jones
Salado Museum

Attachments:

Agenda Item # 6D



Date Submitted:
Agenda Date Requested: October 3, 2024

Agenda Item:
Discussion and Possible Action

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(D) DISCUSSION AND POSSIBLE ACTION ON A PROPOSED IH-35 WEST SIDE OVERLAY DISTRICT, A PROPOSED ZONING DISTRICT WITH THE WS PREFIX DESIGNATION.

conditions imposed by the Board of Aldermen subsequently be waived or varied by the Zoning Board of Adjustments. In conformity with the authority of the Board of Aldermen to authorize conditional uses, the Board of Aldermen may waive or modify specific standards otherwise made applicable to the use by this Ordinance, to secure the general objectives of this Section, provided however, that the Board of Aldermen shall not waive or modify any approval factor set forth in Section 3.17.E.1.

- G. **Expiration and Extension:** Termination of approval of a conditional use for failure to commence development and extension of the time for performance for a conditional use permit shall be governed by Section 2.6.
- H. **Amendment:** No proposed or existing building, premise or land use authorized as a conditional use may be established, enlarged, modified, structurally altered, or otherwise changed from that approved in the conditional use permit, unless such amendment is authorized in accordance with the standards and procedures set forth in this Section, and the conditional use permit and approved site plan are amended accordingly.
- I. **Other Regulations:** The Zoning Board of Adjustments shall not have jurisdiction to hear, review, reverse, or modify any decision, determination, or ruling with respect to the specific land use designated by any conditional use permit.
- J. **Use Regulations:** Uses allowed by Conditional Use Permit are specified in Section 4.1.E (Use Charts).

Section 3-18: WS, IH-35 West Side Overlay District

OVERLAY AND SPECIAL DISTRICTS

- A. **General Purpose and Description:** The WS, West Side Overlay District prefix is intended to provide for the cohesive development of properties on the west side of IH-35. The WS District is envisioned as a tool to help stabilize and improve property values, to protect and enhance the Village's attractions, to strengthen the economy and to enhance the attractiveness of the Village.

The WS Overlay District allows all uses permitted in the primary base district, as identified by the Permitted Uses section of the appropriate District.

- B. **Declaration of Policy:** The Village Aldermen hereby finds and declares as a matter of public policy that the cohesive development of the west side of IH-35 is a public necessity and is required in the interest of the culture, prosperity, education and welfare of the residents of the Village of Salado. The purpose of the West Side Overlay District is:

- 1. To take advantage of the unique opportunity of the soon to be developed "Salado West Side" while at the same time, requiring future projects therein to be aesthetically attractive, practically functional and foster a safe and community-friendly environment.

- C. **District Designation:**

- 1. The Village Aldermen may designate certain land, areas, lots and districts in the Village as The West Side Overlay District (WS) and define, amend and delineate the boundaries thereof.

-
2. The prefix WS as established by the amending Ordinance shall indicate the zoning sub-district designation of those buildings, land, areas, and districts which the Village Aldermen has designated as a IH-35 West Side Overlay District.
 3. In making the WS designation, the Planning and Zoning Commission and Village Aldermen may modify the requirements of the Zoning Ordinance, and may reduce, increase, or revise the height, yard, area, coverage, parking, and any other developmental standards, if such action is determined to be necessary for the cohesiveness of the WS designated property.

D. Designation Criteria: In making such a designation as set forth in Section 29.3, the Village Aldermen shall consider one or more of the following criteria:

1. Transition areas: Driveways and passageways that promote an environment accommodating both pedestrians and automobiles in a safe, efficient and attractive manner.
2. Store frontages/facades that coordinate with each other so as to have an "architecturally cohesive" blend of storefronts.
3. Green space, such as trees, grassy areas and landscaping, with sitting areas that creates an inviting "park-like" area for customers to linger and refresh.
4. Sidewalks and "theme" appropriate lighting.
5. Signage heights and composition should be appropriate to the height adjoining business and in "good taste" by community standards.
6. Salado "West Side" is in close proximity to all of the Salado schools. Therefore, to insure the safety of pedestrians, both children and adults, provisions should be made to assure pedestrian access to stores and other business is not in conflict with service vehicles.
7. West Village Road may be on the "back side" of these stores/businesses. Since West Village Road is an increasingly busy roadway for locals, the "back side" of the business should be functional as well as aesthetically attractive.
8. The use of benches, awnings, art pieces, etc. may all be used to help create a highly functional space with pleasing aesthetic values.

E. Provisions Herein Not to Affect Present Uses: Use classification as to all property which may be included in an IH-35 West Side Overlay District shall continue to be governed by the Zoning Ordinance of the Village of Salado unless specifically adjusted and attached to the amending ordinance at the time of the zoning change.

PART THREE: THE FUTURE LAND USE PLAN

Based on Principle 1:

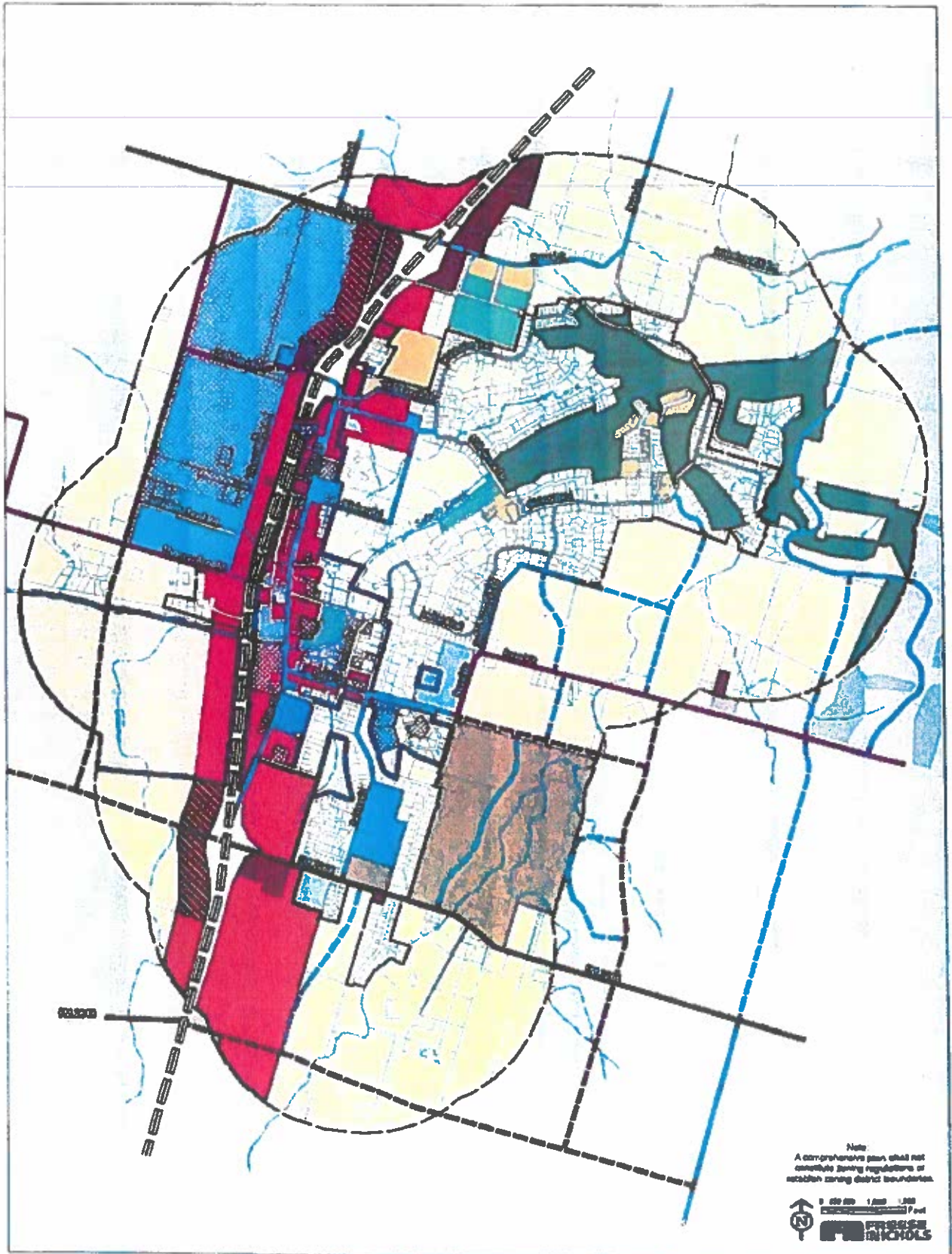
Provide opportunities for coordinated, well-planned growth and development within the Village of Salado and the extraterritorial jurisdiction (ETJ) while maintaining and enhancing the Village's heritage and character.

The Purpose

The right of a municipality to regulate land is rooted in its need to protect the health, safety and welfare of local citizens. A key document to be used when developing such regulation is the *Future Land Use Plan*, which establishes an overall framework for the preferred pattern of development within the Village of Salado. Specifically, the *Future Land Use Plan* designates various areas within cities for particular land uses, based principally on population growth, locational criteria, compatibility criteria, and a balance of land use types. Graphically depicted for use during the development plan review process, the *Future Land Use Plan* should ultimately be reflected through the Village's policy and development decisions. The *Future Land Use Plan* is not a zoning map, which deals with specific development requirements on individual parcels; the zoning map should, however, be based on the *Future Land Use Plan*. In general, the *Future Land Use Plan* is intended to be a comprehensive blueprint of the Salado's vision for its future land use pattern.

The Recommended Pattern of Land Uses

Tables 3-1 and 3-2 list the categories of land use by acreage for the Village of Salado and its ETJ, based upon Figures 3-1 and 3-2 (both contain the same information at different scales). Land uses have been recommended not only for the existing Village limits, but also within the Village's ETJ. Municipalities in Texas do not have much land use control in the ETJ, and therefore, land uses are shown for two principal purposes. One, if and when Salado annexes an area, the recommended use of the land is known and it can be zoned accordingly. Also, it is important to know the intended land use when engineering studies are conducted. Knowing whether an area is likely to develop as residential or nonresidential affects infrastructure such as roads and water and sewer lines. The following sections outline the various types of land uses that will help to provide a positive land use pattern in Salado with future growth and development. *The Foundation* section can be referred to for an expanded explanation regarding the various land use definitions.



Future Land Use Village Of Salado

- | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> Interstate 35 Minor Arterial Proposed Minor Arterial Major Collector Proposed Major Collector Minor Collector Proposed Minor Collector Local Street | <ul style="list-style-type: none"> Low Density Residential Medium Density Residential High Density Residential Public (Municipal) Public (Schools) Public (Church, Private) Parks and Open Space Golf Course | <ul style="list-style-type: none"> Office Retail Commercial Regional Retail Mixed Use Business Park Bed & Breakfast Inst'l total | <ul style="list-style-type: none"> Salado Village Limits Salado ETJ Streams |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|

Figure 3-1

Residential Land Uses

50 percent of the acreage within the Village
67 percent of the acreage within the Village's ETJ

Residential land use is the predominate use within the Village currently, and it is recommended within the *Future Land Use Plan* that this continue. It should be noted that single family residential land uses can be buffered from nonresidential uses through the development of medium residential land uses. High density residential land uses can also be used for this purpose, although this type of land use has not been recommended within Salado. Illustration 3-1 shows the compatibility levels of residential uses with various types of nonresidential uses. The types of residential land uses are described in the following paragraphs.

LOW-DENSITY RESIDENTIAL (SINGLE-FAMILY)

43 percent of the acreage within the Village
66 percent of the acreage within the Village's ETJ

This use is representative of traditional, single family detached dwelling units. Of the residential categories, it is recommended that low density residential continue to account for the largest percentage. Also, much of the land area within the ETJ has been recommended for low density residential. Although all single family areas have been considered low density, the Village should strive for a range of lot sizes in order to adequately provide for market choice. It should be noted that existing manufactured homes have been included within this category within the *Future Land Use Plan*; site-built homes should replace these manufactured homes whenever possible in the future.

MEDIUM DENSITY RESIDENTIAL (TOWNHOME/DUPLEX)

7.30 percent of the acreage within the Village
1 percent of the acreage within the Village's ETJ

This use is representative of two family, attached dwelling units, such as duplex units and townhomes. As discussed within *The Foundation* section, there are currently medium density areas within Salado. It is anticipated that new areas for

Table 3-1
FUTURE LAND USE
Village of Salado, Texas

Land Use Category	Acres	Percent of Land
Low Density	564.0	43%
Medium Density	96.5	7.30%
Residential Sub-Total	660.5	50%
Parks/Open Space	216.86	16%
Public/Semi-Private	53.94	4.10%
Historic	10.20	1%
Public Sub-Total	281	22%
Office	16.0	1.20%
Retail	154.4	12%
Regional Retail	3.6	0.27%
Mixed Use	8.4	0.63%
Commercial	2.4	0.18%
B&Bs and Inns	30.2	2.30%
Non-Residential Sub-Total	215.0	16%
Rights-of-Way	169.5	13%
TOTAL WITHIN THE VILLAGE LIMITS	1,326	100.00%

- (1) Rights-of-way are included in each land use category
(2) The amount of acreage used for parks and open spaces will likely be increased later in the comprehensive planning process

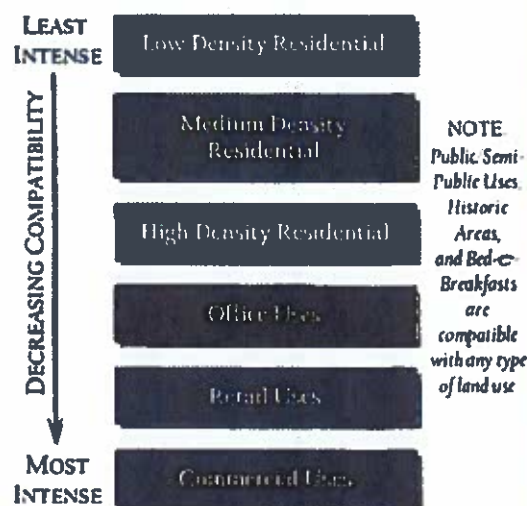


Illustration 3-1
Compatibility Comparison of Various Types of Land Use

medium density land use will be developed in the future. One recommended area is located in proximity to Mill Creek Drive and Interstate Highway 35 (just north of Salado's northern boundary). Medium density land uses provide areas for "empty nesters", who may not want the maintenance of a large lot single-family home, and for young families, who may find a townhome or duplex more affordable. It should be noted that although the percentages of acreage that have been allocated for medium density land use within the Village and ETJ may seem low, the fact that these areas are dense allows them to develop on a relatively small amount of acreage.

HIGH DENSITY RESIDENTIAL (APARTMENT HOMES)

No acreage recommended within the Village

No acreage recommended within the Village's ETJ

High density residential land use is characterized by traditional apartment-type units in attached living complexes. There are currently no high-density residential areas within Salado, but with the increased need for housing diversity that that the Village will experience with population growth, it is anticipated that there may be a market for such uses in the future. In response to this, it is intended that some of the land allocated to *Mixed Use* will be used to develop high density residential use; the fact that no land has been designated solely for high density residential use is not intended to exclude such uses from developing in the Village or ETJ. Due to the fact that high density developments impact concentrated areas, the following guidelines should be considered for any future multi-family development:

- The proposed multi-family tract should be adjacent to a collector or major thoroughfare (i.e., not directly adjacent to local residential streets).
- All structures within the multi family development should be 80 percent masonry product.
- The tract should not be less than approximately five acres in size.
- If the tract is adjacent to single family residential dwellings, transition areas (greenspace, buffer areas, medium density development, etc.) should be incorporated into the project.
- Based upon the density of the complex, an appropriate amount of usable open space should be required.

Table 3-2
FUTURE LAND USE
Village of Salado's ETJ

Land Use Category	Acres	Percent of Land
Low Density	1,982.00	66%
Medium Density	30.10	1%
Residential Sub-Total	2,012.10	67%
Parks/Open Space	155.70	5.20%
Public/Semi-Public	46.20	1.50%
Public Sub-Total	201.90	6.70%
Office	40.20	1.30%
Retail	172.40	5.80%
Regional Retail	70.80	2.40%
Mixed Use	256.60	8.60%
Commercial	47.60	1.60%
Non-Residential Sub-Total	587.60	20%
Rights of Way	189.90	6.30%
TOTAL WITHIN THE ETJ	2,991.50*	100.00%
TOTAL WITHIN THE VILLAGE LIMITS	1,294.30	---
TOTAL JURISDICTIONAL AREA	4,285.80	---

⁽¹⁾ This is the original ETJ acreage. As a result of recent additions, the ETJ acreage totals approximately 28,522 acres. The identification of land uses for the remaining acreage will occur later in the comprehensive planning process.

⁽²⁾ The amount of acreage used for parks and open spaces will likely be increased later in the comprehensive planning process.



Illustration 3-2
An Existing Single Family Home in Salado (A Low Density Residential Use)

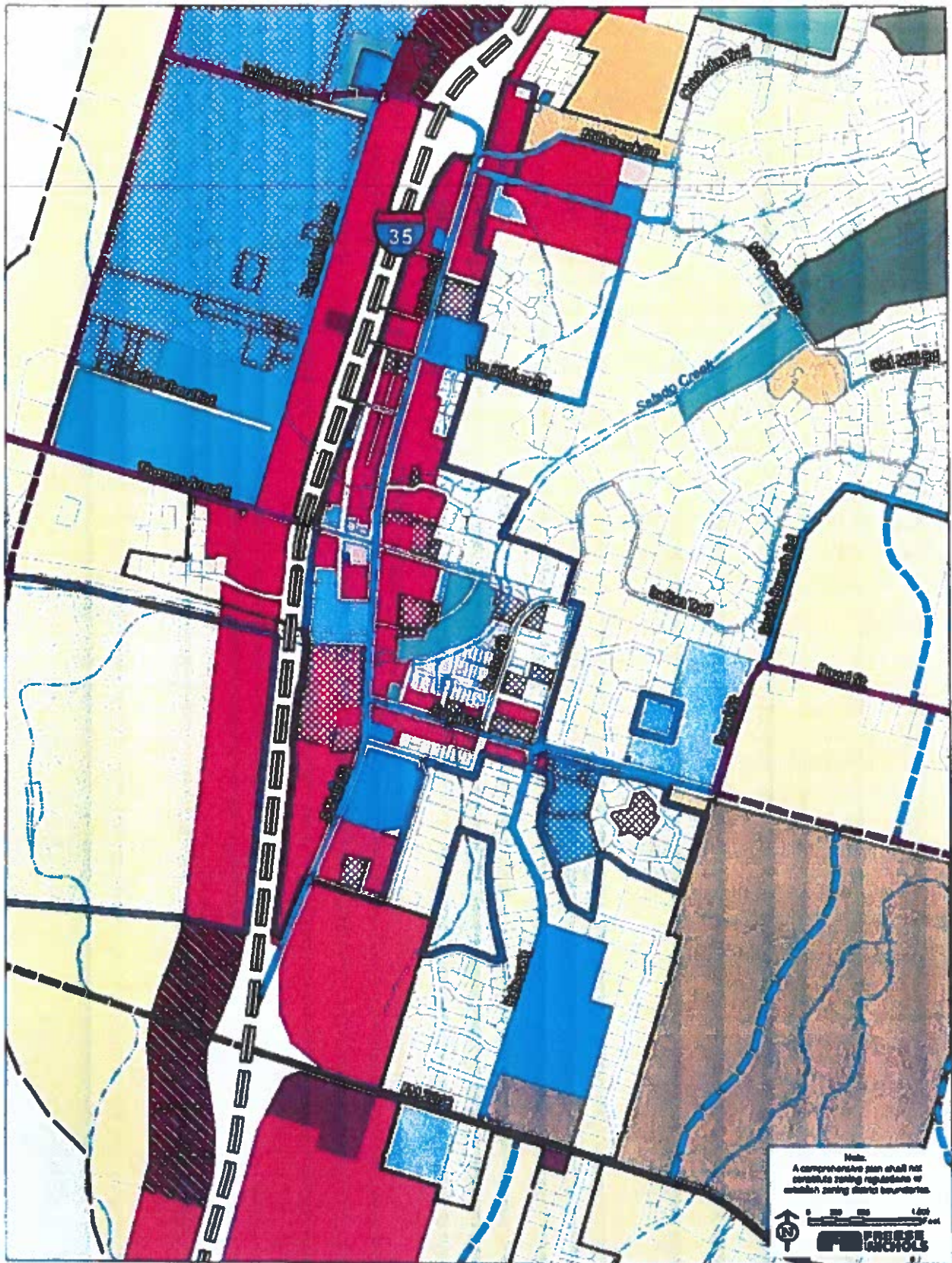


Figure 3-2

Public/Semi-Public Land Uses

22 percent of the acreage within the Village

6.70 percent of the acreage within the Village's ETJ

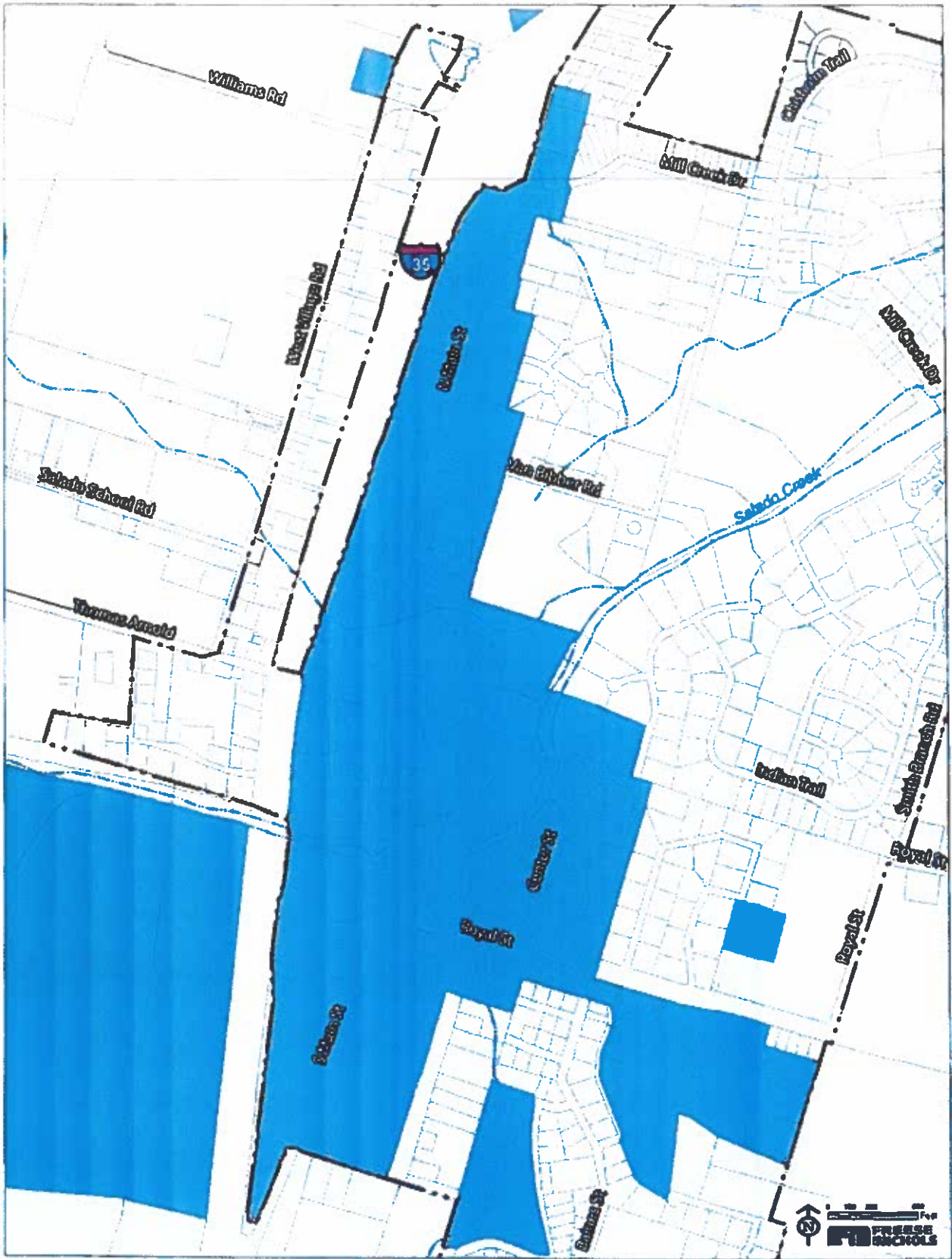
This land use designation is representative of uses that are educational, religious, governmental or institutional nature. Public/semi-public uses are generally permitted within any area; therefore, the areas shown on the *Future Land Use Plan* map include the related uses that are currently in existence. Historic areas, park and open space areas, and clubs have also been designated as public/semi-public. The Village, upon recommendation from the Salado Historical Society, has delineated an area within which specific regulations pertaining to historic landmarks should be applied.

Non-Residential Land Uses

16 percent of the acreage within the Village

20 percent of the acreage within the Village's ETJ

Residents of the Village of Salado have the advantage of being able to live, work and recreate all within the Village itself; the existence of nonresidential uses allows this. Table 3-1 shows that approximately 20 percent of the land within Salado's limits has been designated as nonresidential. The majority of this acreage is allocated for retail uses. It is important to note that there has not been any recommended increase in the amount of acreage used for bed & breakfasts and inns; this is due to the fact that bed & breakfasts and inns should be permitted in any area, with the proper parking, buffering, and access considerations taken into account. Although bed & breakfasts and inns are not specifically addressed within the text, Table 3-1 shows that they comprise approximately 2.3 percent of the land within the Village. The following sections discuss specific aspects of *Office*, *Retail*, *Regional Retail*, *Mixed Use*, *Business Park*, and *Commercial* land use designations.



**Proposed
Historic District**
Village Of Salado

- Proposed Historic District
- Salado Village Limits
- Streams

Figure 3-3

OFFICE LAND USES

1.20 percent of the acreage within the Village

1.30 percent of the acreage within the Village's ETJ

As mentioned within *The Foundation* section, there is a relatively small amount of land used for office purposes in Salado today. However, office uses are in keeping with the small town character of the community, and it is recommended that the amount of land used for office purposes be increased, as shown on the *Future Land Use Plan* map, (Figures 3-1 and 3-2). It is not generally recommended that new office uses be located directly along major thoroughfares, such as Main Street; most of the uses along the major thoroughfares in Salado should be retail because of the visibility that these thoroughfares provide.

In other areas of Salado, office uses can be developed between residential and higher intensity land uses to provide for a positive transition between them. When adjacent to residential uses, offices should be designed in a manner that is compatible with adjacent residential land uses. In addition, due to the high compatibility between office and residential land uses, within areas that are designated as *Office* on the *Future Land Use Plan* map, residential uses could generally be permitted. Office uses are also encouraged within any area designated for *Retail*, *Regional Retail*, or *Commercial*, or in areas designated for *Mixed Use* on the *Future Land Use Plan* map. It should be noted that commercial land uses should not be permitted within areas designated for *Office* uses.

RETAIL LAND USES

12 percent of the acreage within the Village

5.80 percent of the acreage within the Village's ETJ

The Village's antique and specialty shops account for much of the existing retail acreage. Office and residential uses are interspersed throughout these retail areas, and this is intended to continue within areas designated for retail use on the *Future Land Use Plan* map (Figures 3-1 and 3-2). Salado is known statewide for its unique retail opportunities, which allow people to shop, stay overnight, conduct personal and government-related business, eat at a local café or fine dining restaurant, enjoy arts/cultural facilities (such as the local museum), and gather for community events and festivals all in the heart of an old Texas town.

The recommendations for retail uses within the *Future Land Use Plan* are intended to support this uniqueness; the type of retail uses the Village has now should be used as an example of the retail uses that should locate within the areas designated for retail use on the *Future Land Use Plan* map, (Figure 3-1). A large amount of acreage has been recommended for retail land use, specifically almost 12 percent of the acreage within Salado. In order to ensure that new retail development will be compatible with the unique character of existing retail development, the Village should consider design guidelines¹¹ for uses that locate along Main Street, such as:

¹¹ Design guidelines will be discussed in detail in the *Community Livability Guidelines* section, to be added later within the comprehensive planning process.

- ♦ limiting the maximum building size of uses
- ♦ identifying desired building materials,
- ♦ integrating more pedestrian elements (e.g., street furniture, sidewalks, trails), and
- ♦ integrating public spaces (e.g., gazebos and squares)

It should be noted that within areas that are designated as *Retail* on the *Future Land Use Plan* map, low and medium density residential should be permitted within *Retail* areas along Main Street and office uses should generally be permitted within any *Retail* areas. This is consistent with the way in which the Village has developed in the past and is consistent with the Guiding Principles of this document. However, commercial land uses should not be permitted within *Retail* areas.

REGIONAL RETAIL LAND USES

Less than 1 percent of the acreage within the Village limits

2.40 percent of the acreage within the Village's ETJ

As the Village grows in population, there will be an increasing need for larger retail stores, such as grocery stores. These retail opportunities are different in nature and size than what has developed previously and what is envisioned to develop in the future in the core area of Salado. Two areas in proximity of the Interstate Highway 35, specifically at its intersection with F.M. 2484 to the north and its intersection with F.M. 2268 to the south, are conducive to regional retail uses. The Village, therefore, should consider a maximum building size for these areas that is higher than what is established for Downtown Salado, such as 50,000 square feet. This is still in keeping with the community character that the Village desires to maintain, but would allow residents to shop for groceries locally or shop at a large bookstore, activities which they would not be able to pursue in the downtown center of Salado. Office and retail land uses should also be permitted within areas designated for *Regional Retail*; commercial land uses should not be permitted.

MIXED USE

Less than 1 percent of the acreage within the Village limits

8.60 percent of the acreage within the Village's ETJ

The *Mixed Use* land use designation is intended to provide flexibility in terms of the type of development that occurs. It is envisioned that within this area, the primary process of development would be a planned unit development, wherein the developer and the Village would work together to ensure that the development proposed would enhance Salado. Communities across Texas are experiencing an increased market demand for concentrated areas where people can shop, eat, work and live – this land use designation is intended to support this type of a development concept in a high quality manner by providing an opportunity for a creative mixture of land uses. Uses that should be permitted within *Mixed Use* areas are: low, medium, and high density residential, office, retail, and regional retail; commercial land uses should not be permitted.

BUSINESS PARK LAND USES

No acreage within the Village limits

No acreage within the Village's ETJ

Such uses have many positive aspects, such as providing local employment and increasing tax revenue, and they are relatively low impact, with the possible exception of parking. Uses envisioned for the area designated as *Business Park* could be multi story, of different materials, etc., differentiating them from those that would locate in within the Village, which are intended to be designed similarly to residential uses. All other types of nonresidential land uses should also be permitted within areas designated for *Business Park*, with the exception of commercial uses.

COMMERCIAL LAND USES

Less than 1 percent of the acreage within the Village limits

1.60 percent within the Village's ETJ

Traditional commercial uses generally are not compatible with the character the Village desires to maintain and enhance. As mentioned within *The Foundation* section, examples of commercial uses include automobile-related services, feed stores, welding shops, and pawn shops. There are few areas in Salado that are currently used for commercial purposes, and it is not recommended that the Village have a large allocation of commercially designated areas. For areas in which commercial uses are permitted, the Village should consider establishing design related guidelines to ensure their compatibility with other uses of less intensity. Within these guidelines, the Village should consider requiring open storage areas to be buffered and/or screened from any adjacent residential uses and from public view. It is strongly recommended that the Village limit future commercial uses to areas that are designated as such on the *Future Land Use Plan* map; due to compatibility issues with other types of land use, commercial uses should not be permitted within any other areas of the Village.

Future Land Use Planning Issues

Development Proposals & the Future Land Use Plan

At times, the Village will likely encounter development proposals that do not directly reflect the purpose and intent of the land use pattern shown on the *Future Land Use Plan*. Review of such development proposals should include the following considerations:

- ♦ Will the proposed change enhance the site and the surrounding area?
- ♦ Is the proposed change a better use than that recommended by the *Future Land Use Plan*?
- ♦ Will the proposed use impact adjacent residential areas in a negative manner? Or, will the

proposed use be compatible with, and/or enhance, adjacent residential areas?

- ♦ Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
- ♦ Does the proposed use present a significant benefit to the public health, safety and welfare of the community? Would it contribute to the Village's long term economic well-being?

Development proposals that are inconsistent with the *Future Land Use Plan* (or that do not meet its general intent) should be reviewed based upon the above questions and should be evaluated on its own merit. It should be incumbent upon the applicant to provide evidence that the proposal meets the aforementioned considerations and supports community goals and objectives, as set forth within this Interim Comprehensive Plan.

It is important to recognize that proposals contrary to the Plan could be an improvement over the uses shown on the Plan for a particular area. This may be due to changing market, development and/or economic trends that occur at some point in the future after the Plan is adopted. If such changes occur, and especially if there is a significant benefit to the Village of Salado, then these proposals should be approved, and the *Future Land Use Plan* should be amended accordingly.

In Summary

The recommendations contained herein should guide Salado's future land use planning and related policies. The *Future Land Use Plan* is not a zoning map. Rather, it is a guide to decision making in the context of the Village's future land use patterns, and it should be the basis for the Village's zoning regulations when they are enacted. The official copy of the *Future Land Use Plan* map should be on file at all times at Salado's Municipal Hall. The boundaries of land use categories as depicted on the official map should be used to determine the appropriate land use category for areas that are not clearly delineated on the smaller scale *Future Land Use Plan* map contained within this Interim Comprehensive Plan document.



ZONING ORDINANCE

Amended
December 11, 2014
February 19, 2015
June 18, 2015
_____, 2024

Ordinance No. 2024-__
Village of Salado
County of Bell

ORDINANCE NO. __

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS AMENDING THE EXISTING ZONING ORDINANCE TO CREATE SECTION 3.18, ESTABLISHING AN IH-35 WEST SIDE DISTRICT OVERLAY; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; RESERVATION OF RIGHTS; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the Board of Aldermen (the "Board") of the Village of Salado, Texas (the "Village") seeks to provide for the orderly development of land and use of property within its corporate limits and its extraterritorial jurisdiction; and

WHEREAS, the Board seeks to amend the Village's Zoning Ordinance, as amended; and

WHEREAS, the Board seeks to protect the health, safety, and general welfare of the public by adopting and enforcing zoning regulations; and

WHEREAS, pursuant to Chapter 51 of the Texas Local Government Code, the Board has determined that this Ordinance is reasonable and necessary to protect the health, safety, and general welfare of the Village of Salado; and

WHEREAS, Chapter 211 of the Texas Local Government Code specifically authorizes zoning functions and procedures for municipalities; and

WHEREAS, Section 211.003(b) of the Texas Local Government Code provides that in the case of designated places and areas of historical, cultural, or architectural importance and significance, the governing body of a municipality may regulate the construction, reconstruction, alteration, or razing of buildings and other structures; and

WHEREAS, Section 211.005(a) of the Texas Local Government Code authorizes the governing body of a municipality to divide the municipality into districts, within which the governing body may regulate the erection, construction, reconstruction, alteration, repair, or use of buildings, other structures, or land and within which zoning regulation must be uniform for each class or kind of building in a district; however, zoning regulations may vary from district to district.

WHEREAS, the Board is of the opinion and finds that its Zoning Ordinance should be amended:

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

This ordinance is hereby adopted as the Zoning Ordinance, as amended, and shall read as follows:

SECTION I. ENACTMENT PROVISIONS

- A. Findings of Fact:** All of the above premises are hereby found to be true and correct legislative and factual findings of the Village of Salado and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.
- B. Popular Name:** This Ordinance shall be commonly referred to as "The Zoning Ordinance."
- C. Scope:** This Ordinance, and the rules and regulations adopted herein, shall apply within the Village limits and its extraterritorial jurisdiction. This Ordinance applies to conduct on public streets, public street rights-of-way, public sidewalks, and public parks.
- D. Effective Date:** This Ordinance shall take effect immediately upon passage and publication.

SECTION II. ADOPTION

Ordinance No. 2024-__ is hereby adopted as follows:

A. Rules of Interpretation

Words and phrases used in this Chapter shall have the meanings set forth in this section. Terms that are not defined below are given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

B. IH-35 West Side District Overlay

The Zoning Ordinance of the Village of Salado, Texas shall be amended to read as described in Exhibit A to this Ordinance.

SECTION III. RESERVATION OF RIGHTS

All rights and remedies of the Village of Salado, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting the streets and roadways of the Village which existed at the time of the effective date of this Ordinance; and as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, the same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION IV. SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the Village under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION V. SEVERABILITY CLAUSE

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Alderman of the Village of Salado in adopting, and of the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall be come inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION VI. REPEALER CLAUSE

The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other Ordinance.

SECTION VII. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION VIII. NOTICE AND MEETING CLAUSE

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION IX. PUBLICATION

This Ordinance shall become effective immediately upon the date of its publication as required by § 52.011 of the Texas Local Government Code. The Village Secretary is hereby directed to cause the caption of this Ordinance to be published in the manner required by law.

PASSED AND APPROVED on SECOND READING this, the ___ day of ____, 2024, by a vote of ___ (ayes) to ___ (nays) and ___ abstentions vote of the Board of Alderman of the Village of Salado, Texas.

Michael Coggin, Mayor

ATTEST:

Debbie Bean, Village Secretary

Approved to Form:

Josh Katz, Village Attorney

Zoning Ordinance of the Village of Salado, Texas

"Section 3.18: IH-35 West Side Overlay District

~~A. General Purpose and Description: The WS, West Side Overlay District prefix is intended to provide for the cohesive development of properties on the west side of IH-35. The WS District is envisioned as a tool to help stabilize and improve property values, to protect and enhance the Village's attractions, to strengthen the economy and to enhance the attractiveness of the Village. The WS Overlay District allows all uses permitted in the primary base district, as identified by the Permitted Uses section of the appropriate District.~~

~~A. Purpose and Description: The IH-35 West Side Overlay District ("District") is intended to ensure that new development within the District will complement and build on the existing architectural character and integrity of the Village of Salado, while at the same time, allow for a vibrant mix of active storefronts featuring specialty stores, restaurants, and entertainment along with residential uses. The development standards within the District are intended to make sure that new development will complement and build on the existing architectural character and integrity of Salado. New development shall be in harmony, consistent with, and conform with the character of other development in Salado. The boundaries of the IH-35 West Side Overlay District are as defined in the IH-35 West Side Overlay District Map attached as Exhibit A. Additional parcels may be added to the Overlay as sites outside the original boundary are identified and rezoned.~~

~~B. Declaration of Policy: The Village Aldermen hereby finds and declares as a matter of public policy that the cohesive development of the west side of IH-35 is a public necessity and is required in the interest of the culture, prosperity, education and welfare of the residents of the Village of Salado. The purpose of the West Side Overlay District is: 1. To take advantage of the unique opportunity of the soon to be developed "Salado West Side" while at the same time, requiring future projects therein to be aesthetically attractive, practically functional and foster a safe and community-friendly environment.~~

B. District Designation:

1. The Village Aldermen may designate certain land, areas, lots and districts in the Village as The IH-35 West Side Overlay District ("District") and define, amend and delineate the boundaries thereof.
2. The prefix WS as established by the amending Ordinance shall indicate the zoning sub-district designation of those buildings, land, areas, and districts which the Village Aldermen has designated as a IH-35 West Side Overlay District.
3. In making the WS designation, the Planning and Zoning Commission and Village Aldermen may modify the requirements of the Zoning Ordinance, and may reduce, increase, or revise the height, yard, area, coverage, parking, and any other developmental

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standards, if such action is determined to be necessary for the cohesiveness of the WS designated property.

C.-D. Designation Criteria: In making such a designation as set forth in Section 29.3, the Village Aldermen shall consider one or more of the following criteria:

1. Transition areas: Driveways and passageways that promote an environment accommodating both pedestrians and automobiles in a safe, efficient and attractive manner.
2. Store frontages/facades that coordinate with each other so as to have an "architecturally cohesive" blend of storefronts.
3. Green space, such as trees, grassy areas and landscaping, with sitting areas that creates an inviting "park-like" area for customers to linger and refresh.

4. Sidewalks and "theme" appropriate lighting.

4. Parking: For on-site parking, a typical ratio of parking spaces to square footage set forth in Section 5.2 (Parking) of the Village of Salado Zoning Ordinance is encouraged but not mandatory. The required number of parking spaces may be reduced if parking can be shared with an adjacent development(s) or use(s). Such a reduction shall be approved as part of the site plan. In no case shall the required parking be reduced in excess of fifty percent (50%) of the required spaces. In addition to concrete and asphalt surfaces, gravel, decomposed granite, or pavers are permitted for small parking area surfaces for parking areas. Parking areas should be located behind the building or to the side of the building, behind the front building line, when possible.

The interior portions of all new parking lots that contain twelve (12) or more parking spaces, and of all expansions of existing parking lots of twelve (12) or more parking spaces, shall be improved with native and drought resistant landscaping. Landscape areas within parking lots should generally be at least one (1) parking space in size, with no landscape area less than fifty (50) square feet in area. Landscape areas shall be no less than five feet (5') wide and shall equal a total of at least sixteen (16) square feet per parking space. All landscape areas shall be protected by a monolithic concrete curb or other type of wheel stop, such as railroad ties, and shall remain free of trash, litter, and car bumper overhangs.

5. Lighting: In addition to the lighting requirements set forth in the Zoning Ordinance and the standards set forth in the Comprehensive Plan (Amended 2019), all lighting shall be Dark Sky compliant and shall be designed and operated so as not to reflect or shine on adjacent properties.

6. Landscaping: In addition to the landscape requirements set forth in the Zoning Ordinance, a minimum five-foot (5') landscape buffer adjacent to the street frontage is required on all commercial properties. Corner lots fronting two (2) streets shall provide the appropriate required landscape buffer on both street frontages. Such buffers shall utilize native and drought resistant materials (grasses, trees, plants, etc.)

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7. Signage: Free standing signs are prohibited within the Overlay District. Monument signs are allowed and shall be no taller than ten (10) feet. All signage shall meet the requirements set forth in Ordinance No. 2018-10 (Signs). ~~Signage heights and composition should be appropriate to the height adjoining business and in "good taste" by community standards.~~

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8. Open Storage: Open storage shall be regulated by the requirements relating to open storage set forth in the underlying zoning district for a property.

9. Outside Display for Retail Uses: Outside display of merchandise and seasonal items, such as Christmas trees and pumpkins, that is associated with a primary retail use is permitted on the same lot as that retail use in the front yard area. Outside display shall be limited to the following:

- a. Outside display areas shall not be placed or located more than thirty feet (30') from the main building.
- b. Outside display areas shall not occupy any of the parking spaces that are required by this Ordinance for the primary use(s) of the property, except on a temporary basis only, which is a maximum of thirty (30) days per display and a maximum of two (2) displays per calendar year.
- c. Outside display areas shall not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on-site or off-site, in any way.
- d. Outside display areas shall not extend into public right-of-way or onto adjacent property.
- e. Outside display items shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.

10. Pedestrian Access: Pedestrian access shall be provided from parking areas to the main building(s). In addition, pedestrian access within the site (from building to building, from a building to an open space area, etc.) and pedestrian access to adjacent sites shall also be provided. Pedestrian-oriented site amenities such as street furniture and public spaces (gazebos, fountain areas, etc.) are encouraged.

11. Salado "West Side" is in close proximity to all of the Salado schools. Therefore, to ensure the safety of pedestrians, both children and adults, provisions should be made to assure pedestrian access to stores and other business is not in conflict with service vehicles.

12. West Village Road may be on the "back side" of these stores/businesses. Since West Village Road is an increasingly busy roadway for locals, the "back side" of the business should be functional as well as aesthetically attractive.

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~~8. The use of benches, awnings, art pieces, etc. may all be used to help create a highly functional space with pleasing aesthetic values.~~

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DE. Provisions Herein Not to Affect Present Uses: Use classification as to all property which may be included in an IH-35 West Side Overlay District shall continue to be governed by the Zoning Ordinance of the Village of Salado unless specifically adjusted and attached to the amending ordinance at the time of the zoning change.

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Agenda Item # 6E



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(E) DISCUSSION AND POSSIBLE ACTION ON FEDERALLY FUNDED PROGRAMS GRANT AWARDS THROUGH THE STATE OF TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION:

- (a) ROYAL STREET
- (b) MILL CREEK
- (c) WILLIAMS ROAD

Project Name:

**OV | Royal Street | Smith Branch Rd. | FM
2268**

TxDOT:				Federal Highway Administration:	
CCSJ #	0909-36-183	AFA ID	Z00002959	CFDA No.	20.205
AFA CSJs	0909-36-183			CFDA Title	Highway Planning and Construction
District #	09-Waco	Code Chart 64#	37260		
Project Name	OV Royal St Smith Br Rd FM 2268			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
STP-MM Rehabilitation Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Village of Salado**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **rehabilitate existing roadway**. he portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **04/04/2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in

TxDOT:				Federal Highway Administration:	
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Project Name	OV Royal St Smith Br Rd FM 2268			<i>AFA Not Used For Research & Development</i>	

Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government*	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **mill and overlay of the existing roadway, install ribbon curb, and sidewalk along Royal Street from Smith Branch Rd. to FM 2268 as shown in attachment A.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

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successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds

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Project Name	OV Royal St Smith Br Rd FM 2268			<i>AFA Not Used For Research & Development</i>	

due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's

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construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local

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- Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
 - F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
 - G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
 - H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
 - I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The

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separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Village of Salado ATTN: Village Administrator 301 N. Stagecoach Salado, TX. 76571	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for

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noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

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policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall

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complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if

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CCSJ #	0909-36-183	AFA ID	Z00002959	CFDA No.	20.205
AFA CSJs	0909-36-183			CFDA Title	Highway Planning and Construction
District #	09-Waco	Code Chart 64#	37260		
Project Name	OV Royal St Smith Br Rd FM 2268			AFA Not Used For Research & Development	

applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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District #	09-Waco	Code Chart 64#	37260		
Project Name	OV Royal St Smith Br Rd FM 2268			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

DocuSigned by:

F1CDA80FD88C480

DocuSigned by:

594C13FAD2CE488

Signature

Signature

Kenneth Stewart

 Typed or Printed Name

Manuel De La Rosa

 Typed or Printed Name

Director of Contract Services

 Typed or Printed Title

Village Administrator

 Typed or Printed Title

5/1/2024

5/1/2024

Date

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0909-36-183	AFA ID	Z00002959	CFDA No.	20.205
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**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**



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ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$2,100,000.00	80%	\$1,680,000.00	0%	\$0	20%	\$420,000.00
Subtotal	\$2,100,000.00		\$1,680,000.00		\$0		\$420,000.00
Environmental Direct State Costs	\$5,040.00	0%	\$0	0%	\$0	100%	\$5,040.00
Right of Way Direct State Costs	\$1,680.00	0%	\$0	0%	\$0	100%	\$1,680.00
Engineering Direct State Costs	\$11,760.00	0%	\$0	0%	\$0	100%	\$11,760.00
Utility Direct State Costs	\$1,680.00	0%	\$0	0%	\$0	100%	\$1,680.00
Construction Direct State Costs	\$21,840.00	0%	\$0	0%	\$0	100%	\$21,840.00
Indirect State Costs	\$99,750.00	0%	\$0	100%	\$99,750.00	0%	\$0
TOTAL	\$2,241,750.00		\$1,680,000.00		\$99,750.00		\$462,000.00

- Initial payment by the Local Government to the State: \$20,160.00
- Payment by the Local Government to the State before construction: \$21,840.00
- Estimated total payment by the Local Government to the State \$42,000.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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Project Name	OV Royal St Smith Br Rd FM 2268			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER
 RESOLUTION NUMBER 2024-03

RESOLUTION AUTHORIZING EXECUTION OF AN
 ADVANCE FUNDING AGREEMENT (AFA) WITH THE
 TEXAS DEPARTMENT OF TRANSPORTATION FOR REHABILITATION OF THE ROADWAY
 SURFACE ON ROYAL STREET BETWEEN MAIN STREET AND SMITH BRANCH ROAD, WITH
 PROJECT NAME OV ROYAL ST SMITH BR RD FM 2268

WHEREAS, on August 16, 2023, via Minute Order Number 116522, the Texas Transportation Commission authorized OV ROYAL ST SMITH BR RD FM 2268 project (the "Project") to receive federal funds to rehabilitate the roadway surface on Royal Street between Main Street and Smith Branch Road and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the Village of Salado commits to provide the match. The local match is comprised of cash or obtainment of a loan; and

WHEREAS, the Village of Salado is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of Village of Salado desires to affirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO that the Village Administrator is hereby authorized to execute an AFA with TxDOT for this Project.

PASSED and APPROVED by majority vote of all members of the Board of Aldermen of the Village of Salado on the 4th day of April, 2024.


 Michael Coggins, P.E.
 Mayor, Village of Salado

ATTEST:


 Debra Bean, City Secretary



Phone: (254) 947-5060

Fax: (254) 947-5061

301 N. Stagecoach Rd.

Salado, Texas 76571

Certificate of Occupancy Application

Project Information	Permit # _____
Name/Description: _____	
Project Address: _____	Sq. Ft.: _____
Lot: _____ Block: _____ Subdivision: _____	
INTENDED USE OF SPACE: _____	
Total Occupancy of Building: _____	Zoning District: _____

Owner Information			
Company Name: _____		Contact Person: _____	
Street Address: _____			
Phone Number: _____	Fax Number: _____	Email: _____	

Tenant Information			
Company Name: _____		Contact Person: _____	
Street Address: _____			
Phone Number: _____	Fax Number: _____	Email: _____	

Does your business involve the storage, sale or use of the following: (Check all that apply)

- | | | | |
|---------------------------------------------------|-------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> Painting with flammables | <input type="checkbox"/> Dry Cleaning Solvents | <input type="checkbox"/> Flammable/combustible liquids (10 gallons or more) | <input type="checkbox"/> Alcohol |
| <input type="checkbox"/> Combustible Fibers | <input type="checkbox"/> Dust producing process | <input type="checkbox"/> Floor drains in building | <input type="checkbox"/> Smoking |
| <input type="checkbox"/> Cellulose Nitrate Film | <input type="checkbox"/> Explosives/Ammunition | <input type="checkbox"/> Food and/or beverage processing, storage or sales | <input type="checkbox"/> Fireworks |
| <input type="checkbox"/> Compressed Gas | <input type="checkbox"/> Recycling Waste | <input type="checkbox"/> Food products | |
| <input type="checkbox"/> Liquid Propane Gas | <input type="checkbox"/> Magnesium | <input type="checkbox"/> High piled stock (over 12' in height) | |
| <input type="checkbox"/> Vehicle Repair Garage | <input type="checkbox"/> Vehicles in Building | <input type="checkbox"/> Poisonous or hazardous chemicals/acids | |
| <input type="checkbox"/> Welding or Cutting | <input type="checkbox"/> Woodworking | <input type="checkbox"/> X-ray Development | |

****Provide chemical data sheets to the Building Inspection Department listing the maximum quantity of all hazardous materials.****

List any material discharged into the drainage system, ground, or atmosphere: _____

It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises created, erected, changed, converted or altered or enlarged in its use or structure until a Certificate of Occupancy shall have been issued by the administrative official. A permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant: _____ **Date:** _____

	<i>Approved By</i>	<i>Date</i>	<i>Comments</i>
Building Department	_____	_____	_____
PW Department	_____	_____	_____
Fire Department	_____	_____	_____
Health Permit:	_____	_____	_____

Issued By: _____ **Date Issued:** _____

BV Project#: _____





Phone: (254) 947-5060

Fax: (254) 947-5061

301 N. Stagecoach Rd.

Salado, Texas 76571

Certificate of Occupancy Application

Project Information	Permit # _____
Name/Description: _____	
Project Address: _____ Sq. Ft.: _____	
Lot: _____	Block: _____ Subdivision: _____
INTENDED USE OF SPACE:	
Total Occupancy of Building: _____	Zoning District: _____

Owner Information	
Company Name: _____	Contact Person: _____
Street Address: _____	
Phone Number: _____	Fax Number: _____ Email: _____

Tenant Information	
Company Name: _____	Contact Person: _____
Street Address: _____	
Phone Number: _____	Fax Number: _____ Email: _____

Does your business involve the storage, sale or use of the following: (Check all that apply)

- | | | | |
|---------------------------------------------------|-------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> Painting with flammables | <input type="checkbox"/> Dry Cleaning Solvents | <input type="checkbox"/> Flammable/combustible liquids (10 gallons or more) | <input type="checkbox"/> Alcohol |
| <input type="checkbox"/> Combustible Fibers | <input type="checkbox"/> Dust producing process | <input type="checkbox"/> Floor drains in building | <input type="checkbox"/> Smoking |
| <input type="checkbox"/> Cellulose Nitrate Film | <input type="checkbox"/> Explosives/Ammunition | <input type="checkbox"/> Food and/or beverage processing, storage or sales | <input type="checkbox"/> Fireworks |
| <input type="checkbox"/> Compressed Gas | <input type="checkbox"/> Recycling Waste | <input type="checkbox"/> Food products | |
| <input type="checkbox"/> Liquid Propane Gas | <input type="checkbox"/> Magnesium | <input type="checkbox"/> High piled stock (over 12' in height) | |
| <input type="checkbox"/> Vehicle Repair Garage | <input type="checkbox"/> Vehicles in Building | <input type="checkbox"/> Poisonous or hazardous chemicals/acids | |
| <input type="checkbox"/> Welding or Cutting | <input type="checkbox"/> Woodworking | <input type="checkbox"/> X-ray Development | |

****Provide chemical data sheets to the Building Inspection Department listing the maximum quantity of all hazardous materials.****

List any material discharged into the drainage system, ground, or atmosphere: _____

It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises created, erected, changed, converted or altered or enlarged in its use or structure until a Certificate of Occupancy shall have been issued by the administrative official. A permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant: _____ Date: _____

	Approved By	Date	Comments
Building Department			
PW Department			
Fire Department			
Health Permit:			

Issued By: _____ Date Issued: _____

BV Project#: _____



Project Name:

Village of Salado Mill Creek Drive

TxDOT:				Federal Highway Administration:	
CCSJ #	0909-36-203	AFA ID	200008892	CFDA No.	20.205
AFA CSJs	0909-36-203			CFDA Title	Highway Planning and Construction
District #	09-Wac	Code Chart 64#	37260		
Project Name	Village of Salado Mill Creek Dr			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
Utilizing State Transportation Development Credits
TxDOT-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the Village of Salado (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Village of Salado Mill Creek Dr (Project), and

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District #	09-Wac	Code Chart 64#	37260		
Project Name	Village of Salado Mill Creek Dr			<i>AFA Not Used For Research & Development</i>	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116575 (MO) dated October 26, 2023 awarding funding for TASA projects in the 2023 TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **03/21/2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 - 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 - 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of constructing sidewalk along Mill Creek Dr from Chisolm Tr to the existing sidewalk at N. Main St. The proposed project will include curb ramps and signage.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in

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accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).
- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment

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unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

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Project Name	Village of Salado Mill Creek Dr			<i>AFA Not Used For Research & Development</i>	

- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
1. By mutual written consent and agreement of all parties;
 2. By any party with 90 days written notice; or
 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement

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beyond the current fiscal biennium is subject to availability of appropriated funds.

- 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
- 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local

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Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the

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State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for

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the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans.

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- Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
 - F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
 - G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
 - H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
 - I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
 - J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
 - K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

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- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Village of Salado ATTN: Village Administrator 301 N. Stagecoah Salado, TX 76571	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Local Government Project Coordinator
100 S. Loop Dr
Waco, TX 76705

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All invoicing, payment, and project inquiries must include the following information:

County: Bell
 Local Government: Village of Salado
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 Highway or Roadway: Mill Creek Dr

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. **Compliance with Regulations:** Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. **Nondiscrimination:** The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will

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permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

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programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise ("DBE") Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State's federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

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- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall

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certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

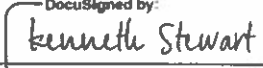
TxDOT:				Federal Highway Administration:	
CCSJ #	0909-36-203	AFA ID	200008892	CFDA No.	20.205
AFA CSJs	0909-36-203			CFDA Title	Highway Planning and Construction
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Project Name	Village of Salado Mill Creek Dr			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:

F1CDA80FD88C496 Signature
 Kenneth Stewart

Typed or Printed Name


Director, Contract Services

Typed or Printed Title

5/8/2024

Date

THE LOCAL GOVERNMENT

DocuSigned by:

594C13FAD2CE488 Signature

Manny De La Rosa

Typed or Printed Name

Village Administrator

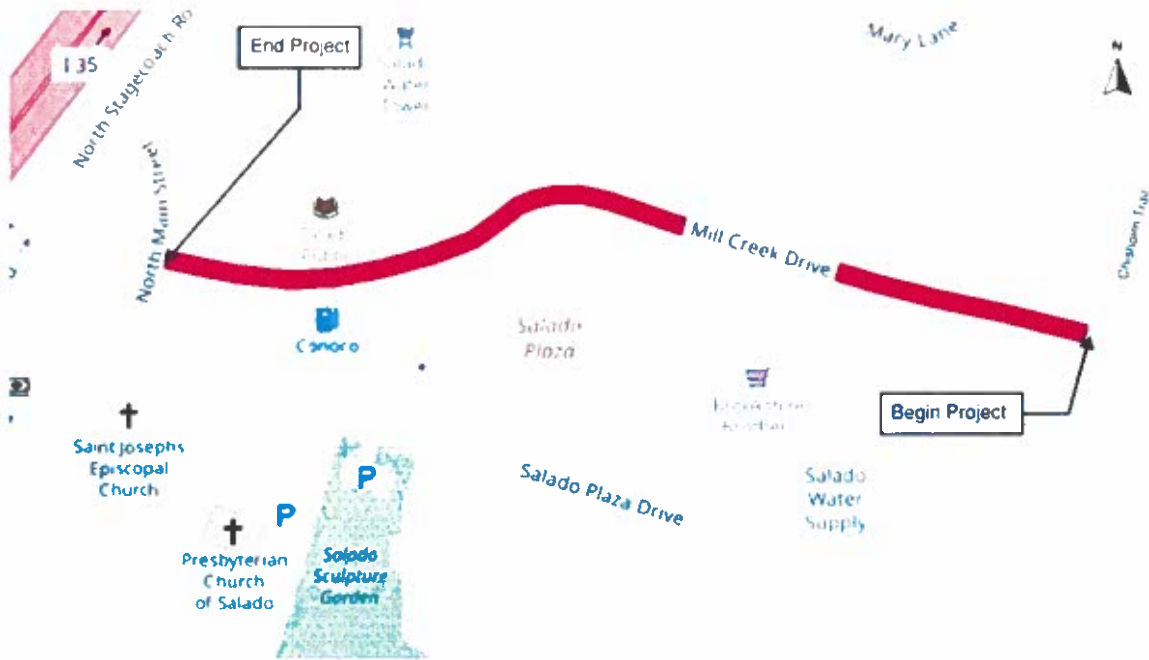
Typed or Printed Title

5/8/2024

Date

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ATTACHMENT A PROJECT LOCATION MAP



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	Highway Planning and Construction		

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Description of Project Costs to be Incurred	Work Performed by Local Government ("LG")						Local Government Participation Includes authorized TDC reduction
	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized TDC reduction	
		%	Cost	%	Cost		
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$151,500.00	100%	\$151,500.00	0%	\$0	TDCs	30,300
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$668,329.00						
Construction Engineering Cost	\$176,100.00						
Eligible In-Kind Contribution Value	\$0.00						
Total Construction Value (sum of construction cost and in-kind value)	\$844,429.00	100%	\$844,429.00	0%	\$0	TDCs	168,885.80
Work by LG Subtotal	\$995,929.00		\$995,929.00		\$0		199,185.80
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$		\$		\$		\$
Eligible In-Kind Contribution Value	\$		\$		\$		\$

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Description of Project Costs to be Incurred	Total Project Cost Estimate		Federal Participation		State Participation		Local Government (LG)	
			Includes percentage for TDC apportionment on projects where applicable	Cost	Includes authorized EDC amount	Cost	Includes authorized TDC reduction	Cost
	%	Cost	%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	100%	\$12,636		\$12,636	0%	\$0	TDCs	2,527.00
Environmental Cost ¹	100%	\$8,424		\$8,424	0%	\$0	TDCs	1,684.80
Right of Way ¹	100%	\$2,527		\$2,527	0%	\$0	TDCs	505.40
Utilities ¹	100%	\$1,685		\$1,685	0%	\$0	TDCs	337.00
Construction ²	100%	\$58,970		\$58,970	0%	\$0	TDCs	11,794.00
Direct State Costs Subtotal	100%	\$84,243		\$84,243	0%	\$0	TDCs	16,848.20
Indirect State Cost		\$38,844.00			0%	\$38,844.00		\$0
TOTAL PARTICIPATION		\$1,119,016		\$1,080,172		\$38,844.00	0%	216,034
In-kind Contribution Credit Applied								\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION								TDCs
Work by State Subtotal		\$0		\$0		\$0		\$0

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

- The estimated total participation by Local Government is \$0.00.
- The Local Government is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$0.00.
- ¹Local Government's first payment of \$0.00 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$0.00 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

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- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of \$216,034.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$1,080,172.

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**ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT**

**RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR A
TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT**

WHEREAS, on October 28, 2021, via Minute Order 116126, the Texas Transportation Commission authorized Village of Salado Mill Creek Drive project (the "Project") to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, comprised of Transportation Development Credits (TDCs); and

WHEREAS, the Village of Salado is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of Village of Salado desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO THAT the Village Administrator is hereby authorized to execute an AFA with TxDOT for this Project.

PASSED and APPROVED by majority vote of all members of the Board of Aldermen of the Village of Salado on the 21st day of March, 2024.



Michael Coggin, P.E.
Mayor, Village of Salado

ATTEST:



Debra Bean, City Secretary

Project Name:

PED | CS Williams Road Sidewalks

TxDOT:				Federal Highway Administration:	
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District #	09-WAC	Code Chart 64#	37260		
Project Name	PED CS Williams Rd Sidewalks			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Carbon Reduction Program
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Village of Salado**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Construct ADA accessible sidewalks adjacent to Williams Rd from FM 2484 to W Village Rd.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **03/21/2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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District #	09-WAC	Code Chart 64#	37260		
Project Name	PED CS Williams Rd Sidewalks			<i>AFA Not Used For Research & Development</i>	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government*	Utilities	Article 8
2	Local Government*	Environmental Assessment and Mitigation	Article 9
3	Local Government*	Architectural and Engineering Services	Article 11
4	Local Government	Construction Responsibilities	Article 12
5	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **the construction of ADA accessible sidewalks adjacent to Williams Rd from FM 2484 to W Village Rd as shown on Attachment A.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of

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qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local

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- Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

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the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

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approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

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the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	State:
Village of Salado ATTN: Village Administrator 301 N. Stagecoach Rd. Salado, TX 76571	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and

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3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:

F1EDAB08F8B00E4B6
 Signature

Kenneth Stewart
 Typed or Printed Name

Director of Contract Services
 Typed or Printed Title

5/12/2024
 Date

THE LOCAL GOVERNMENT

DocuSigned by:

594613FAD20E468
 Signature

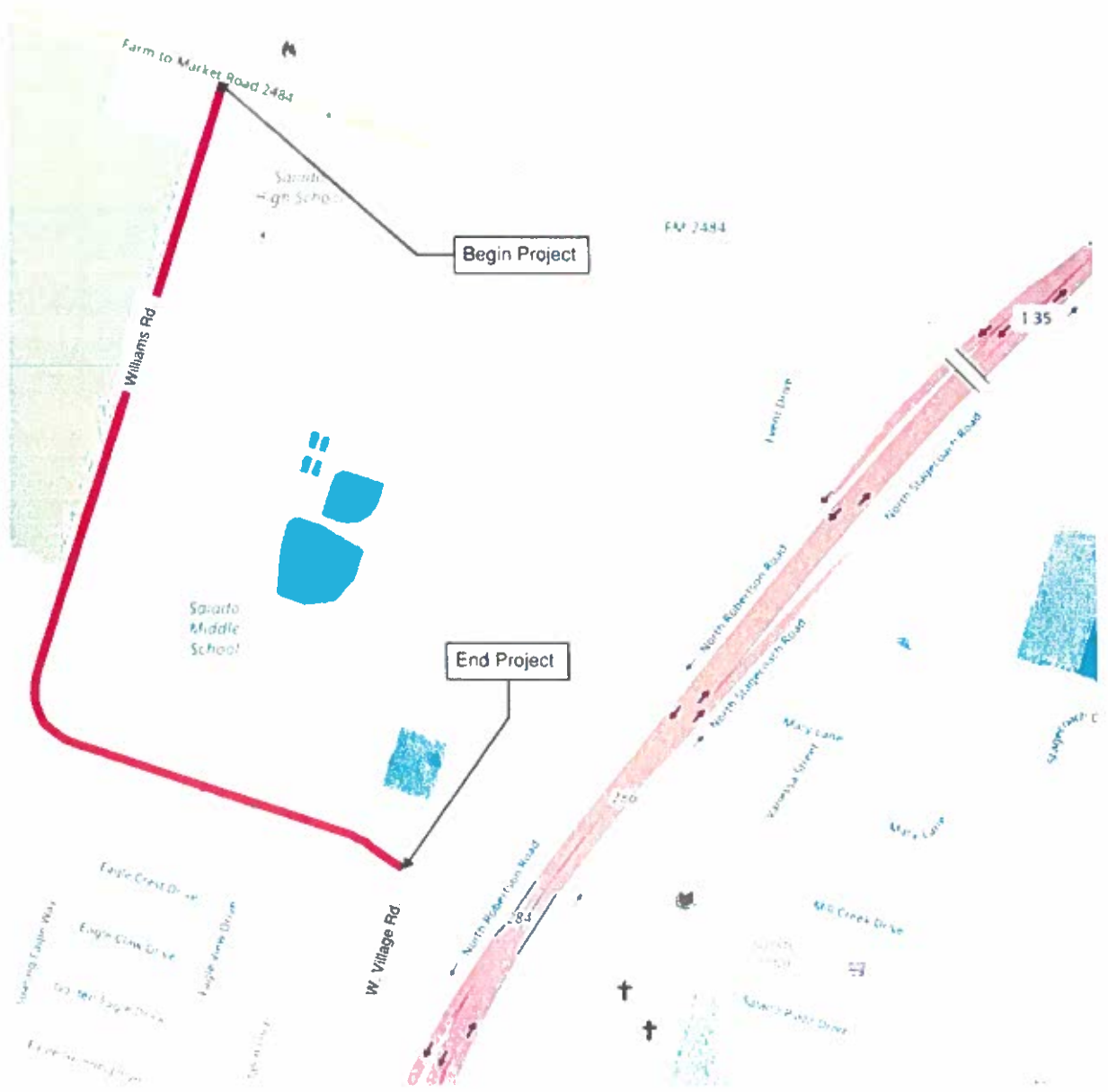
Manuel De La Rosa
 Typed or Printed Name

Village Administrator
 Typed or Printed Title

5/10/2024
 Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$615,668.00	80%	\$492,534.40	0%	\$0	20%	\$123,133.60
Subtotal	\$615,668.00		\$492,534.40		\$0		\$123,133.60
Environmental Direct State Costs	\$280	0%	\$0	0%	\$0	100%	\$280
Right of Way Direct State Costs	\$560	0%	\$0	0%	\$0	100%	\$560
Engineering Direct State Costs	\$3,913	0%	\$0	0%	\$0	100%	\$3,913
Utility Direct State Costs	\$1,957	0%	\$0	0%	\$0	100%	\$1,957
Construction Direct State Costs	\$7,268	0%	\$0	0%	\$0	100%	\$7,268
Indirect State Costs	\$33,192	0%	\$0	100%	\$33,192	0%	\$0
TOTAL	\$662,838.00		\$492,534.40		\$33,192.00		\$137,111.60

- Initial payment by the Local Government to the State: \$6,710.00
- Payment by the Local Government to the State before construction: \$7,268
- Estimated total payment by the Local Government to the State: \$13,978

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF ADA
ACCESSIBLE SIDEWALKS ADJACENT TO WILLIAMS ROAD FROM FM 2484
TO W VILLAGE ROAD

WHEREAS, on August 16, 2023, via Minute Order 116522, the Texas Transportation Commission authorized PED | CS Williams Rd Sidewalks project (the "Project") to receive Carbon Reduction Program funds for project to construct ADA accessible sidewalks adjacent to Williams Road from FM 2484 to W. Village Road and Texas Department of Transportation (TxDOT) oversight, and

WHEREAS, the Village of Salado commits to provide the match. The local match is comprised of cash or obtainment of a loan, and

WHEREAS, the Village of Salado is responsible for all non-reimbursable costs and 100% of overruns, if any, and


WHEREAS, the Governing Body of Village of Salado desires to affirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO that the Village Administrator is hereby authorized to execute an AFA with TxDOT for this Project

PASSED and APPROVED by majority vote of all members of the Board of Aldermen of the Village of Salado on the 21st day of March, 2024.


 Michael Coggan, PE
 Mayor, Village of Salado

ATTEST


 Debra Bean, City Secretary

Agenda Item # 6F



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(F) DISCUSSION AND POSSIBLE ACTION ON GRANT AWARD FOR FISCAL YEAR 2023 CONGRESSIONALLY DIRECTED SPENDING / COMMUNITY PROJECT FUNDING GRANTS PROGRAM FOR WATER PROJECTS IMPLEMENTATION GUIDANCE, SPECIFICALLY THE \$1.5M FOR THE PURPOSE OF WASTEWATER TREATMENT PLANT EXPANSION.



April 12, 2023

MEMORANDUM

SUBJECT: FY 2023 Congressionally Directed Spending (CDS)/Community Project Funding (CPF) Grants Program for Water Projects Implementation Guidance

FROM: Radhika Fox
Assistant Administrator

A handwritten signature in black ink, appearing to be "R. Fox", written over a horizontal line.

TO: Regional Water Division Directors, Regions I-X

Overview

President Biden signed the FY 2023 Consolidated Appropriations Act (P.L. 117-328) into law on December 29, 2022. In this law, Congress continued the practice of funding specifically named community infrastructure projects, referred to by the Senate as Congressionally Directed Spending (CDS) and in the House of Representatives as Community Project Funding (CPF). For this document, the U.S. Environmental Protection Agency (EPA) will refer to CDS/CPF projects as "Community Grants" projects.

EPA's section of the Consolidated Appropriations Act, 2023, also referred to as the agency's FY 2023 Appropriations Act, includes \$1,472,364,541 in the State and Tribal Assistance Grants (STAG) account for 715 drinking water, wastewater, and stormwater infrastructure and water quality protection projects.¹ EPA is committed to a productive partnership with recipients to achieve the impact of these funds in addressing urgent water challenges.

Community Grants Program Final Implementation Guidance (Guidance)

This memorandum transmits EPA's Guidance for Community Grants projects identified in the FY 2023 Appropriations Act. The Guidance provides information and guidelines on how EPA will award and administer grants under this program. The Guidance also reviews requirements associated with congressionally appropriated funds to aid EPA Regions' work with Community Grant project funding recipients (recipients) in receiving and using these funds. In addition, the Guidance provides comprehensive instructions for application development and submission and will assist recipients and other stakeholders in understanding project eligibilities and related program requirements.

Regional Water Division Directors should ensure this document is distributed to Community Grants project recipients in their respective regions. Recipients may contact [Regional Points of Contact](#) with any questions. For more details, see the Community Grants [website](#).

Attachment: Community Grants Program Final Implementation Guidance

¹ EPA received a total of 733 earmarks for \$1.5 billion in the FY 2023 law. Of this total, 715 earmarks are for water community projects.

From: Don Ferguson
Sent: Monday, January 1, 2024 11:40 AM
To: Manuel De La Rosa <mdelarosa@saladotx.gov>
Subject: Fwd: Congressionally directed funding for the Village of Salado

Manny,

Below is the email regarding gaining access to the funding awarded for the treatment plant expansion. Contact info is included in the email.

So you know there was a mix up in the original announcement which indicated the funding was awarded for drainage work when it was actually for the plant expansion. We made contact with them to have them correct it. You may need to remind them it was for the treatment.

FYI...Armand Hunt is our WW engineer with MRB.

Hope this info is helpful

Thanks.

Don

Sent from my iPad

Begin forwarded message:

From: "Hinton, Jordan" <Hinton.Jordan@epa.gov>
Date: December 14, 2023 at 2:34:23 PM CST

Subject: Congressionally directed funding for the Village of Salado

My name is Jordan Hinton and I am a Project Officer with the EPA – Region 6 Congressionally Directed Funding Grants team. I am contacting you regarding the Village of Salado's, Federal Fiscal Year (FFY) 2023 Congressionally Directed Project funding. **The Village of Salado received \$1,500,000 for the purpose of a stormwater improvement project.**

FFY 2023 funds, while appropriated, are not obligated to recipients until they apply for and receive an assistance agreement from the funding Agency. In this case, the Village of Salado will need to apply for the grant from EPA, complete federal pre-award requirements such as the National Environmental Policy Act (NEPA), and then receive their award. If the

project involves developing plans/specifications or construction, the grant cannot be awarded until the NEPA process is complete.

The City received the FFY 2023 Implementation Guidance memo in April 2023, which outlined the pre-award process, cost share waiver process, requirements under NEPA, and federal procurement regulations, such as Davis-Bacon Prevailing Wage Rates and Build America, Buy America Act domestic preference requirements.

Our team our like to set up an initial meeting with you and your team to discuss the application process for your CDS grant. Please schedule a meeting with us using the following link: <https://calendly.com/r6communitygrants/r6meeting>

If you have any additional questions, please feel free to contact myself or our EPA Region 6 Community Grants inbox R6CommunityGrants@epa.gov.

Thanks and have a great

Jordan Hinton

Project Officer

Clean Water Infrastructure Section

U.S. Environmental Protection Agency - Region 6

1201 Elm Street, Suite 500

Dallas, Texas 75270

214-665-7354

Hinton.jordan@epa.gov

Manuel De La Rosa

From: Hinton, Jordan <Hinton.Jordan@epa.gov>
Sent: Friday, July 19, 2024 10:28 AM
To: Manuel De La Rosa
Cc: McGruer, Danielle; Hunt, Armand
Subject: Technical Correction

CAUTION: 'This email originated from outside of the organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!'

Good Morning,

The technical correction for the Village of Salado Congressionally directed spending has been approved and completed. The new language of the appropriation reads: "Wastewater Treatment Plant Expansion." You should now be able to submit your application on Grants.gov. If you have any questions or problems, feel free to reach out to me.

Thank you,

Jordan Hinton

Project Officer
Clean Water Infrastructure Section – WD-AC
U.S. Environmental Protection Agency - Region 6
1201 Elm Street, Suite 500
Dallas, Texas 75270
214-665-7354
Hinton.jordan@epa.gov



July 31, 2024

Mr. Armand Hunt
MRB Group
303 W Calhoun Ave
Temple TX, 76501

Dear Mr. Hunt,

The Central Texas Council of Governments (CTCOG) has been made aware that the Village of Salado has received Congressionally Directed Funds from Representative John Carter's Office for the Salado Wastewater Treatment Plant Improvements project.

CTCOG fully supports this improvement project and has no concerns with it moving forward.

Sincerely,

DocuSigned by:
Jim Reed
9A28DF6BBD25443

Jim Reed, AICP
Executive Director
Central Texas Council of Governments (CTCOG)

Agenda Item # 6G



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(G) DISCUSSION AND POSSIBLE ACTION ON FEDERAL APPROPRIATIONS AWARD THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR WEST VILLAGE ROAD DEVELOPMENT PROJECT, GRANT NUMBER B-24-CP-TX-2053.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Wednesday, August 28, 2024

Manuel De la Rosa

Village of Salado
301 N. Stagecoach Road
Salado, TX 76571
Email: mdelarosa@saladotx.gov

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made \$3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number: B-24-CP-TX-2053
Project: West Village Road Development Project
Grantee/Recipient: Village of Salado
Amount: \$5,500,000
HUD Grant Officer: Lauren Thomas / Lauren.Thomas@hud.gov
HUD System Officer: Candace.M.Jameson / Candace.M.Jameson@hud.gov
HUD Regional Environmental Officer: David Storms / David.A.Storms@hud.gov

This letter outlines initial grant award requirements and information needed from you to get started. This Grant Award Package also includes: The "FY2024 Community Project Funding Grant Guide" (FY2024 CPF Grant Guide), the template for your FY2024 Community Project Funding Grant Agreement, and the forms required to complete and submit information online to populate before we sign your FY2024 CPF Grant Agreement. A brief overview of these documents is below:

- 1) **FY2024 CPF Grant Guide:** The FY2024 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2024 CPF Grant Agreement. Please refer to this document as it includes important information and forms for accessing the online system (DRGR), as well as other information concerning reporting requirements.

2) FY2024 CPF Grant Agreement for this Award: The FY2024 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. When you submit your grant materials on our DRGR Grant Processing Module it will create your customized FY2024 CPF Grant Agreement.

3) Standard Forms and Required Materials: The following forms will be needed:

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form-424 Application for Federal Assistance (in the online system)
- c. SF-424-B, Assurances for Non construction Programs, and/or SF-424-D, Assurances for Construction Programs (in the online system)
- d. SF-LLL Disclosure of Lobbying Activities (as applicable in the online system):
<https://www.grants.gov/forms/forms-repository/sf-424-family>
- e. SF-1199A - Direct Deposit Sign-Up Form: <https://www.gsa.gov/system/files/SF1199A-20.pdf> The form is to be completed by the grantee and grantee's financial institution. Grantees will need to submit the completed form and upload to DRGR.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2024 CPF Grant Agreement. This process and the forms are also available in the FY2024 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2024 on HUD.gov and on this webpage <https://www.hudexchange.info/programs/cpf/> on the HUD Exchange.

1. Grantees should review the Grant Award Package documents.
2. Grantees should initiate or complete the HUD environmental review.
3. Grantees gather all required information and submit to HUD using the online system DRGR.
4. HUD provides access to DRGR system to access the Grant Processing Module to submit required information, answer questions, and upload documents. Once all required information is submitted online HUD will review the completed grant materials submitted.
5. HUD staff will review the information and documents for completeness. If there are any deficiencies the corrections and/or clarifying questions will be shared with the grantee for correcting or answering the clarifying questions. If not, HUD staff will submit the package internally for a second level review. Then, the Acting Director for the Congressional Grants Division will review the grant package. Finally, your Grant Agreement will be executed.
6. HUD will notify the grantee that their FY2024 Grant Agreement has been fully executed and will share additional materials with the grantee to complete to begin the payment processing activities to receive your funds.

Training and Tools

FY2024 CPF Onboarding Event: This event will take place in September. We will review this letter and grant award package materials along with sharing next steps and how to sign up for a cohort. The event will be recorded and shared online after the event.

FY2024 CPF Grantee Cohorts: This provides you and your staff the opportunity to register for a four-part training for how to prepare your grant materials and submit them online. Information about the registration will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Webinar Series: This provides you and your staff with information about the regulations, requirements, and processes for your grant. Information about the registration for the webinar series will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Online HUD Exchange Resources: This website page includes general information and your specific Fiscal Year information along with links to past and future technical assistance opportunities. The site is also used for you to register for our listserv and for communicating updates to you and those on the listserv.

Overview of Requirements

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- 1) **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
- 2) **HUD Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - To be eligible, activities and expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD.
 - If the environmental review is being conducted by a local government responsible entity under Part 58, a Request for Release of Funds and Certification must be approved by HUD, as applicable. If the environmental review is being completed by HUD under Part 50, the environmental review must be approved and certified by HUD.

- HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- For FY2024 grants, the date of the Act’s enactment (March 9, 2024) is the federal nexus for compliance with all environmental laws. Once a project is federalized, in keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and all necessary HUD approvals must be obtained prior to taking any choice limiting actions, such as acquisition, construction, ground disturbance, and entering into contracts.
- Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide and on the program’s webpage at: <https://www.hudexchange.info/programs/cpf/>.
- Some projects may already be underway at the time of federal nexus and while it is still best practice to stop all work after the federal nexus before the environmental review is complete for EDI/CPF projects that are already underway at time of federal nexus, grantees are allowed to perform activities after the federal nexus, but only for activities which are part of a pre-nexus contract that obligates them to do so. However, grantees would be doing so at their own risk, as any activity performed, or proposed to be performed, after the federal nexus must be included in the project scope of a satisfactory environmental review to be reimbursable.
- A satisfactory review must show that the project activities will not result in unmitigable environmental harm and must not preclude consultation with the appropriate environmental authorities such as the State Historic Preservation Office (SHPO). Environmental authorities may refuse to consult if physical impacts are made to a site before consultation.
- HUD conducted a nationwide environmental review for FY24 EDI/CPF soft costs to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After execution of the Grant Agreement, eligible soft costs can be incurred after March 9, 2024 (see 2 CFR 200.403). Eligible hard costs can be reimbursed if incurred after a full environmental review is completed (see 2 CFR 200.403).
- HUD Environmental Officers:
<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>.

If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,

Nadab Bynum

Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development

Assistance Award/Amendment

**U.S. Department of Housing
and Urban Development**
Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment											
3. Instrument Number B-24-CP-TX-2053	4. Amendment Number	5. Effective Date of this Action	6. Control Number										
7. Name and Address of Recipient Village of Salado 301 N. Stagecoach Road Salado, TX 76571 EIN: UEI:		8. HUD Administering Office CPD, Congressional Grants Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000											
10. Recipient Project Manager Manuel De la Rosa		9. HUD Government Technical Representative Lauren Thomas Lauren.Thomas@hud.gov											
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer											
14. Assistance Amount		15. HUD Accounting and Appropriation Data											
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16. Description

West Village Road Development Project

This Award consists of the following items which are appended to and hereby made part of this Award:

- (A) Cover Page - HUD 1044
- (B) Grant Agreement

Instructions:

NO PROJECT FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

Locate your nearest HUD Regional Environmental Officer at

<https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/-region-i-regional-and-field-environmental-officers>.

Disclaimer: The information on this form is to be used only for purposes of recordkeeping and facilitating communication between the Recipient identified in box 7 above (which is also referred to as the "Grantee") and the U.S. Department of Housing and Urban Development ("HUD") in relation to the award identified above ("this award").

This document does NOT constitute the grant agreement for this award.

The terms and conditions for this award are as specified in the grant agreement signed by HUD and the Grantee

17. <input type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. <input checked="" type="checkbox"/> Recipient is not required to sign this document.
19. Recipient (By Name): Manuel De la Rosa	20. HUD (By Name):

Agenda Item # 6H



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(H) DISCUSSION AND POSSIBLE ACTION ON RESCINDING / REPEALING THE RESOLUTION APPROVED ON APRIL 6, 2023, ON PROHIBITION OF FIREARMS INTO THE ROOM OR ROOMS OF ANY MEETING SUBJECT TO CHAPTER 551, TEXAS GOVERNMENT CODE.

Approved and Adopted by Salado Board of Aldermen on April 6, 2023

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF THE VILLAGE OF SALADO, TEXAS,
PROHIBITING THE CARRYING OF A HANDGUN INTO THE ROOM OR ROOMS IN
WHICH ANY MEETING OF THE BOARD OF ALDERMAN, MUNICIPAL COURT,
OR ANY CITY BOARD OR COMMISSION THAT IS SUBJECT TO CHAPTER 551,
TEXAS GOVERNMENT CODE IS MEETING.**

WHEREAS, Texas Penal Code Section 46.035(c) makes it an offense for a handgun license holder to intentionally, knowingly, or recklessly carry a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, in the room or rooms where a meeting of a governmental entity is held and if the meeting is an open meeting subject to Chapter 551, Government Code (the "Texas Open Meetings Act"), and the entity provides notice as required by that chapter; and

WHEREAS, Texas Penal Code Section 46.03(a)(3) prohibits a civilian (licensed or unlicensed) from intentionally, knowingly, or recklessly carrying a firearm on the premises of any governmental court or the offices used by the court unless authorized to do so under written regulations or authorizations of the court; and

WHEREAS, license holders must be given effective notice under Penal Code Sections 30.06 and 30.07; and

WHEREAS, Texas Penal Code Section 30.06 requires that signage created in accordance with that section be "displayed in a conspicuous manner clearly visible to the public;" and

WHEREAS, Texas Penal Code Section 30.07 requires that signage be "displayed in a conspicuous manner clearly visible to the public at each entrance to the property;" and

WHEREAS, the best interpretation of these provisions is to display the signage at the entrances to City Hall; and

WHEREAS, it may be difficult for a license holder, without notice provided by signage, to definitively know where he or she may lawfully carry a firearm;

WHEREAS, the Board of Aldermen of the Village of Salado, Texas (the "Village") finds that the most appropriate way to protect the attendees of meetings of the Board of Aldermen or any other Village board, committee, or commission that is subject to the Texas Open Meetings Act, or the municipal court of the Village, is to prohibit the carrying of a firearm by a license holder, or the open carry of a firearm, in those meetings.

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

1. Pursuant to Texas Penal Code Section 46.035(c), the open or concealed carry of any firearm by a person licensed under Chapter 411, Subchapter H into the room or rooms in

apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other Ordinance.

EFFECTIVE DATE

This RESOLUTION shall be in full force and effect from and after its date of approval.

APPROVED: _____, 2023.

APPROVED:

Michael Coggin, Mayor

ATTEST:

Don Ferguson, Village Administrator

Joshua Katz, City Attorney

Agenda Item # 6I



Date Submitted:

Agenda Date Requested: October 3, 2024

Agenda Item:

Discussion and Possible Action

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(I) DISCUSSION AND POSSIBLE ACTION ON NOMINATING MAYOR BERT HENRY TO THE CENTRAL TEXAS COUNCIL OF GOVERNMENT (CTCOG) AS A REPRESENTATIVE OF SMALL CITIES UNDER 12,500.

Manuel De La Rosa

From: Jim Reed <jim.reed@ctcog.org>
Sent: Friday, September 27, 2024 11:47 AM
To: Manuel De La Rosa
Subject: Re: Small City's Representative on the CTCOG executive committee

CAUTION: 'This email originated from outside of the organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!'

He is seeking appointment as the representative of small cities under 12,500.

What I will need is a letter from the Aldermen nominating him. I will then put it on our next agenda. Our next meeting is the fourth Thursday of October. After that the next time would be January.

Sent from my iPhone

On Sep 27, 2024, at 10:20 AM, Manuel De La Rosa <mdelarosa@saladotx.gov> wrote:

Good morning, Mr. Reed,

Mayor Henry informed me that he is interested in being nominated by the Salado Board of Aldermen to serve as the subject representative. Please send me any information on the representative position that I may share with the Salado Aldermen.

Thank you for your time on this matter.

Best regards,
Manny De La Rosa

Agenda Item # 6J



Date Submitted:
Agenda Date Requested: October 3, 2024

Agenda Item:
Discussion and Possible Action

Project/Proposal Summary:

6. DISCUSSION AND POSSIBLE ACTION

(J) DISCUSSION AND POSSIBLE ACTION ON APPROVING RESOLUTION NUMBER R2024-06, A RESOLUTION SUPPORTING THE CREATION OF A WATER AUTHORITY FOR OUR CENTRAL TEXAS REGION AS A MEANS AND AS A COMMITMENT TOWARD SECURING OUR WATER FUTURES AND ADDRESSING THE PRESSING NEEDS OF GROWTH, DEVELOPMENT, AND PUBLIC SAFETY.



**Resolution Number R2024-06
Board of Aldermen,
Village of Salado, Texas**

WHEREAS, Village of Salado is committed to the future of our communities, ensuring that all citizens have access to a reliable and sustainable water supply and water infrastructure; and

WHEREAS, Village of Salado is committed to protect the well-being of every resident by securing the water rights and water infrastructure necessary to meet growing demands during these unprecedented times; and

WHEREAS, Village of Salado committed to the continuation of economic growth and development to meet the needs of our future generations, knowing that a reliable, sustainable water supply and water infrastructure is critical to meeting these needs; and

WHEREAS, Village of Salado recognizes that no single entity in the region can adequately address or meet these needs; and

WHEREAS, Village of Salado recognizes that an alliance of entities from across the region is the best means to secure adequate, equitable, sustainable, and resilient water supply and water infrastructure for the future; and

WHEREAS, Village of Salado recognizes that the creation of a water authority would be the best vehicle for meeting the water supply and water infrastructure needs of the region for the future;

NOW, THEREFORE, BE IT RESOLVED THAT Village of Salado supports the creation of a water authority for our Central Texas region as a means and as a commitment toward securing our water futures and addressing the pressing needs of growth, development, and public safety.

APPROVED the 3rd day of October, 2024.

Bert Henry, Mayor

Attest:

Debra Bean, City Secretary

REGIONAL WATER SUPPLY ENTITY FOR CENTRAL TEXAS

CENTRAL TEXAS WATER ALLIANCE

THE NEED FOR NEW SUPPLY OPTIONS & RESILIENCY

Since the impoundment of Lake Belton in 1954 Central Texas has had an abundant water supply for residents, businesses, and industry. Three generations of Central Texans have relied on that supply for their needs. Now, some 70 years later, new supply options are needed. Texas is the fastest growing state in the country, with Bell County and the Central Texas region growing at a faster rate than Texas. Growth along the Interstate 35 and Interstate 14 corridors is forecasted to continue for the foreseeable future.

Under the leadership of Bell County, several water purveyors, and stakeholders, a Central Texas Water Alliance is potentially forming to be a catalyst to leverage support for near term regional water projects as well as pursue long term water supply for the next generations of Central Texans.

BENEFITS OF ACTIONABLE SOLUTIONS

1

Meeting Current Water Supply Challenges

No single entity in the region has the capacity, either in existing water supply and/or infrastructure to meet the needs and challenges for the region with the anticipated demands of the growth and expansion that is forecasted. A consortium of entities, leveraging individual interests and resources, will help address this challenge.

2

Economic Development

A reliable regional water source is essential to support sustainable economic growth, enabling new businesses to establish themselves in the area and existing industries to expand without facing water-related constraints.

3

Public Health and Safety

Access to a secure and clean water supply is critical for public health, reducing the risk of waterborne diseases, and ensuring that residents have access to safe drinking water at all times.

4

Environmental Protection

Developing a managed regional water source will help protect local ecosystems by reducing the over-extraction of groundwater and preserving rivers and lakes from depletion and pollution.

5

Long-term Sustainability

Investing in a regional water source will provide a long-term solution to water scarcity, ensuring that future generations have the resources they need to thrive in a changing climate and increasingly volatile global water landscape.

ALLIANCE GUIDING PRINCIPALS



30,000-45,000 ac-ft

Projected shortfall of supply needs by 2070



5-10

Planned Supply Endeavors



?

Entities representing I-14 to I-35 corridor

- We are committed to ensuring the safety and well-being of our communities by establishing a reliable and sustainable regional water source. This is not just a project; it is a promise to protect the health and security of every individual who depends on this vital resource.
- We will drive economic growth and development by securing a stable water supply that businesses and industries can rely on. Our commitment is to create an environment where companies can thrive, knowing that their water needs are met both now and in the future.
- We guarantee the preservation of our natural resources through responsible water management practices. By investing in a regional water source, we are pledging to safeguard our environment for generations to come.
- We pledge to provide equitable access to clean water for all citizens in our region. This project is our vow to ensure that every person, regardless of their location or economic status, has access to the essential water resources they need to live and prosper.
- We are dedicated to building a resilient infrastructure that can withstand the challenges of tomorrow. Our commitment to this regional water source is a commitment to the long-term safety, security, and sustainability of our community.

CONTACT

David Blackburn, County Judge
254.933.5100
David.Blackburn@bellcounty.texas.gov

Frequently Asked Questions

- **Who are the Central Texas Water Alliance participants?**

Formal partners of the Central Texas Water Alliance are...



The Alliance is pursuing an agreement in place with the Brazos River Authority to share in water treatment and treated water pipelines to deliver water to the cities in Bell, Coryell, Milam, Falls, and Lampasas Counties.

- **What are the Central Texas Water Alliance objectives?**

The objective is to develop a cost-efficient project for public water supply treatment and delivery, as well as manage future water need in a fast-growing region by supplementing current water supply with groundwater from the Simsboro Layer of the Carrizo-Wilcox Aquifer. In addition, develop, construct and management ASR locations for storage of regional groundwater as well as excess surface water during high flow conditions.

- **What is the expected timeline for providing water supply?**

The Alliance as a Regional Water Authority began the planning process in 2024 and plans on starting to deliver water to Central Texas in 2030.

- **What is a Regional Water Authority?**

A water authority is a political subdivision of the State of Texas created by the Texas Legislature with the ability to develop water supply, transport water, and develop wastewater treatment facilities. The Central Texas Water Alliance will be created through the passage of legislation authority and filed by local State Representative, Brad Buckley and State Senator, Pete Flores in the 88th Texas Legislature in 2025.

- **How is the project funded?**

Each of the members contribute funding for the project in percentages proportionate to water supplied. Capital funding of the infrastructure is primarily provided by way of bond issuances through the Texas Water Development Board and Federal Infrastructure funds leverage with the Support of Congressman Carter. The operations and maintenance of the Alliance are funded directly by the authority sponsors and grants.

- **How are resources from the Simsboro Layer of the Carrizo-Wilcox aquifer and the Hosston Layer of the Trinity Aquifer managed?**

Aquifers in Texas are primarily managed by individual groundwater conservation districts. In the area of the Alliance project, the Carrizo-Wilcox Aquifer is managed by the Post Oak Savannah Underground Water Conservation District (POSGCD) and the Trinity Aquifer is managed in part by the Clearwater Underground Water Conservation District (CUWCD). The two districts work together with other districts in a larger regions, known as Groundwater Management Areas (GMA), to determine what future they want for the aquifers. The groundwater districts, GMA-8, and GMA-12 rely on Groundwater Availability Models (GAMs) which are computer programs that account for water: 1) remaining in the aquifer, 2) leaving the aquifer, and/or 3) entering the aquifer. They help predict the impact of pumping systems. Advanced use of these models are underway and will also necessitate the need for water level monitoring once the wells become productive. Scientists collect and organize data associated with groundwater and aquifer properties, including groundwater levels, well drilling reports, pumping records, and rock and sediment types. They add it to data on streams, lakes, springs, precipitation, climate, surface water runoff, geologic structure, vegetation maps, root depth, evaporation, and more. This information is analyzed to quantify aquifer properties and groundwater inflows and outflows.

- **How does this affect long term supply of the Simsboro Layer of the Carrizo-Wilcox aquifer and the Hosston Layer of the Trinity Aquifer?**

The Central Texas Water Alliance will have agreements in place with both groundwater conservation districts, which provide oversight of water usage to ensure that supply is available in the long-term. They calculate each permit by calculating estimated future water usage, supply, and demand, and ensure that water supply levels are sustained. The permits are created with the intent to preserve the aquifer and its water resources for many generations to come.