



**REGULAR BOARD OF ALDERMEN MEETING**  
**SALADO MUNICIPAL BUILDING**  
**301 N. STAGECOACH - SALADO, TEXAS**  
**OCTOBER 6, 2022 – 6:30 P.M.**

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

**<https://us02web.zoom.us/j/88653877108?pwd=Q1FjUkpVOGRtMWlQQ2tpTytMdVg5Zz09>**

**MEETING ID: 886 5387 7108**

**PASSWORD: 963900**

**OR YOU CAN DIAL IN TO THE MEETING WITH YOUR PHONE USING ONE OF THE FOLLOWING PHONE NUMBERS AND USING THE MEETING ID AND PASSWORD:**

**1-346-248-7799**

**1-253-215-8782**

**1-669-900-6833**

**1-301-715-8592**

**1-312-626-6799**

**1-929-205-6099**

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**AGENDA**

**CALL TO ORDER**

**OCTOBER 6, 2022, AT 6:30 P.M.**

**CALL OF ROLL**

**CITY SECRETARY**

**INVOCATION**

## **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**

### **1. CITIZENS COMMUNICATIONS**

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

### **2. CONSENT AGENDA**

- (A) APPROVAL OF MINUTES OF THE REGULAR BOARD OF ALDERMEN MEETING OF SEPTEMBER 15, 2022.
- (B) APPROVAL OF THE APPOINTMENT OF MARCIA COSTA TO THE VILLAGE OF SALADO PARKS ADVISORY BOARD.
- (C) APPROVAL OF THE APPOINTMENT OF TYLER BEARDEN TO THE VILLAGE OF SALADO MUSIC FRIENDLY COMMUNITY ADVISORY BOARD.
- (D) APPROVAL OF THE APPOINTMENT OF DAVID SHRYOCK TO THE VILLAGE OF SALADO MUSIC FRIENDLY COMMUNITY ADVISORY BOARD.

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

### **4. STAFF REPORTS**

- (A) VILLAGE ADMINISTRATOR'S REPORT
  - VILLAGE OF SALADO DEPOSITORY AGREEMENT
  - STREET & DRAINAGE IMPROVEMENTS
  - RIGHT-OF-WAY ANNEXATIONS
  - APRIL 2022 STORM DAMAGE REPAIRS

- SALADO CREEK GRAVEL REMOVAL
- MAIN STREET LIGHT REPAIRS

(B) POLICE CHIEF'S REPORT

- CALLS FOR SERVICE
- LICENSE PLATE READER PROGRAM
- SCHOOL RESOURCE OFFICER PROGRAM
- CITIZENS ON PATROL PROGRAM

(C) FIRE CHIEF'S REPORT

- CALLS FOR SERVICE

(D) TOURISM DIRECTOR'S REPORT

- SALADO MARKETING ACTIVITIES
- VISITORS CENTER ACTIVITIES
- UPCOMING EVENTS

5. **PUBLIC HEARINGS AND POSSIBLE ACTION**

- (A) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF PROPOSED AMENDMENTS TO THE EXISTING AND FUTURE LAND USE MAPS IN THE VILLAGE OF SALADO'S COMPREHENSIVE PLAN. *(VILLAGE ADMINISTRATOR; THIS ITEM WAS CONTINUED FROM THE SEPTEMBER 15, 2022 MEETING OF THE BOARD OF ALDERMEN)*
- (B) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, REZONING APPROXIMATELY 57.985 ACRES, LOCATED NEAR THE SOUTHEAST CORNER OF FM 2268 AND INTERSTATE 35 IN SALADO, BELL COUNTY, TEXAS, FROM PLANNED DEVELOPMENT DISTRICT (PDD-C) TO AGRICULTURAL (A); PROVIDING FOR THE FOLLOWING: SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING. *(VILLAGE ADMINISTRATOR; THIS ITEM WAS CONTINUED FROM THE SEPTEMBER 15, 2022, MEETING OF THE BOARD OF ALDERMEN)*

**6. RESOLUTION**

CONSIDER APPROVAL OF A RESOLUTION OF THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, BELL COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ADVANCE FUNDING AGREEMENT (HEREINAFTER "AGREEMENT") FOR THE ROYAL STREET IMPROVEMENT PROJECT, BY AND BETWEEN THE VILLAGE OF SALADO, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE. (VILLAGE ADMINISTRATOR)

**7. DISCUSSION AND POSSIBLE ACTION**

- (A) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING THE PROPOSED ACQUISITION OF TWO (2) PATROL VEHICLES FOR THE SALADO POLICE DEPARTMENT. (VILLAGE ADMNISTRATOR)
- (B) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING A PROPOSED DESIGN CONTRACT WITH MRB GROUP RELATING TO THE ROYAL STREET IMPROVEMENT PROJECT. (VILLAGE ADMINIISTRATOR)
- (C) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING THE FUTURE DEVELOPMENT OF A NEW MUNICIPAL BUILDING. (VILLAGE ADMINISTRATOR)
- (D) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING A PROPOSED COMMUNITY EVENT SUPPORT PROGRAM TO BE FUNDED WITH HOTEL/MOTEL OCCUPANCY TAX FUNDS. (VILLAGE ADMINISTRATOR & TOURISM DIRECTOR)
- (E) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING A PROPOSED FILM FRIENDLY PROGRAM FOR THE VILLAGE OF SALADO. (ASSISTANT VILLAGE ADMINISTRATOR STACEY YBARRA)
- (F) DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING THE PROPOSED VILLAGE OF SALADO HOLIDAY CALENDAR FOR FY 2023. (VILLAGE ADMINISTRATOR)

**ADJOURNMENT**

THE BOARD OF ALDERMEN MAY RETIRE INTO EXECUTIVE SESSION AT ANY TIME BETWEEN THE MEETING'S OPENING AND ADJOURNMENT FOR THE PURPOSE OF DISCUSSING ANY MATTERS LISTED ON THE AGENDA AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE INCLUDING, BUT NOT LIMITED TO, HOMELAND SECURITY PURSUANT TO CHAPTER 418.183 OF THE TEXAS LOCAL

GOVERNMENT CODE; CONSULTATION WITH LEGAL COUNSEL PURSUANT TO CHAPTER 551.071 OF THE TEXAS GOVERNMENT CODE; DISCUSSION ABOUT REAL ESTATE ACQUISITION PURSUANT TO CHAPTER 551.072 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF PERSONNEL MATTERS PURSUANT TO CHAPTER 551.074 OF THE TEXAS GOVERNMENT CODE; DELIBERATIONS ABOUT GIFTS AND DONATIONS PURSUANT TO CHAPTER 551.076 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF ECONOMIC DEVELOPMENT PURSUANT TO CHAPTER 551.087 OF THE TEXAS GOVERNMENT CODE; ACTION, IF ANY, WILL BE TAKEN IN OPEN SESSION.

#### **CERTIFICATION**

I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Salado Municipal Building on October 3, 2022, at 6:00 p.m.



Cara McPartland, 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 Don Ferguson, Village Administrator, at 254-947-5060 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call 512-272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

# BOA Agenda Item Form



Date Submitted: October 1, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER APPROVAL OF MINUTES OF THE SEPTEMBER 15, 2022, REGULAR MEETING OF THE BOARD OF ALDERMEN

**Funds Required:**

**Funds Available:**

**Council Action Requested:**

☐ Ordinance

☐ Resolution

☒ Motion

☐ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to consider approval of the minutes of the September 15, 2022, Regular Meeting of the Board of Aldermen.

**Village of Salado  
Salado Municipal Building  
301 North Stagecoach Road  
Salado, Texas  
Minutes of Regular Meeting of Board of Aldermen  
September 15, 2022 at 6:30 p.m.**

The Board of Aldermen meeting was called to order at 6:30 p.m. by Mayor Michael Coggin. *The meeting was conducted in person and using videoconferencing. Public participation was available via videoconference.*

Mayor Coggin gave the Invocation and the Board of Aldermen led the Pledge of Allegiance to the United States and Texas flags.

Board Members Present: Mayor Michael Coggin and Aldermen Paul Cox, John Cole, D. Jasen Graham, and Jason Howard attended in person. Mayor Pro-tem Rodney Bell attended via videoconference.

Staff Present: Village Administrator Don Ferguson, Assistant Village Administrator Stacey Ybarra, and City Secretary Cara McPartland.

### **Proclamations**

Presentation of proclamations to Salado Police Chief Gary McHone and Salado Police Officer Sam Mikeska for their efforts to save the life of a Salado resident.

Mayor Coggin presented the proclamations to Chief McHone and Officer Mikeska and commended their actions that saved the life of a local resident. Alderman Cole pinned recognition badges on the recipients, who expressed their appreciation to the Board of Aldermen and their gratitude for a successful outcome, which was possible due to their quick response and actions.

### **1. Citizens Communications**

No citizen comments were heard.

### **2. Consent Agenda**

- A. Approval of minutes of the Regular Board of Aldermen meeting of September 1, 2022.
- B. Approval of minutes of the Special Board of Aldermen meeting of September 8, 2022.
- C. Approval of the August 2022 Financial Statements for the Village of Salado.
- D. Approval of the FY 2022 Quarterly Investment Reports for the Village of Salado.
- E. Approval of the Comprehensive Fund Balance Policy and Fund Balance Classification for the Village of Salado.
- F. Approval of the Investment Policy for the Village of Salado.

Regarding Consent Agenda Item 2D, Alderman Cole and Village Administrator Ferguson briefly discussed certain previously approved wastewater construction expenditures. Alderman Cole moved to approve the Consent Agenda, as presented. Alderman Cox seconded. Motion carried on a vote of 5-0.

### **3. Discuss and Consider Possible Action Regarding Any Item Removed from the Consent Agenda**

No items were removed.

### **4. Village Administrator's Report**

- Sales Tax Collections

Village Administrator Ferguson reported September's sales tax check, representing July sales, totaled \$57,820, up 3.2 percent from the same period last year, with fiscal year-to-date collections totaling \$768,826, up 15 percent from the same period last year, and the Village collecting 118 percent of its sales tax budget for FY 2022. He noted that the August check is the largest single sales tax check in the history of the Village.

- Update on Street Improvements

Village Administrator Ferguson reported crews are wrapping up work on Bluff Circle; a preconstruction meeting was held on the Pace Park Road and Mill Creek overlay projects, with work to begin on September 26<sup>th</sup>; meetings are underway with TxDOT and the Village Engineer on the Royal Street Improvement Project, including exploration of additional possible funding; and initial discussions are being scheduled with the Village Engineer regarding FY 2023 street projects.

- Update of Subdivision Ordinance Review

Village Administrator Ferguson reported the Planning & Zoning Commission will recommend a package of proposed amendments to the Subdivision Ordinance, including tree regulations, in late October to be followed by public hearings and approval process. In addition, it was noted that the Sanctuary property rezoning public hearings will need to be postponed until the Planning & Zoning Commission's September 27<sup>th</sup> meeting and the Board of Aldermen's meeting on October 6<sup>th</sup>.

- Update on Development of Historic Overlay District

Village Administrator Ferguson reported the Historic Overlay District Task Force is expected to present a proposal to the Planning & Zoning Commission and the Board of Aldermen in October.

- Salado Community Institute Fall Session



Assistant Village Administrator Ybarra provided details on the upcoming 7-week fall session beginning October 2<sup>nd</sup> and held on Monday evenings from 6 to 9 p.m. She said the Village is still accepting applications and encouraged participation.

- Keep Salado Beautiful Update

Assistant Village Administrator Ybarra reported on the Village's assumption of administrative duties and advised there will be a fall clean-up event held on Saturday, October 22<sup>nd</sup> from 8:30 a.m. to 3 p.m. She said there will be ten targeted clean-up locations and organizations will be involved this year.

In addition, Village Administrator Ferguson reported that the Parks Advisory Board will have a target team working on finding prospective sponsors in continued fund-raising efforts, as about \$300,000 is still needed for the project.

Mayor Coggin requested an update on streetlight repairs at every meeting until this issue is resolved. Village Administrator Ferguson spoke of a meeting with State Representative Brad Buckley about lack of resolution of this issue by TxDOT and the streetlight manufacturer. He advised that Representative Buckley's office made contact with TxDOT to hold a productive discussion. Village Administrator Ferguson stressed the importance of functioning streetlights during Stroll and said a status update will be provided at every meeting until the problem is resolved. Mayor Coggin also asked for future updates on drainage projects. Discussion established that 8 applications have been received to date for the fall session of the Salado Community Institute, with 2 openings available for citizens or ETJ residents; addressed recruiting efforts to fill School Resource Officer openings; ordering of electronic speed monitors on October 1<sup>st</sup>; and updating of current committee positions on the Village's website.

## **5. Public Hearings and Possible Action**

- A. Hold a public hearing and consider approval of proposed amendments to the existing and future land use maps in the Village of Salado's Comprehensive Plan. (*Village Administrator*)
- B. Hold a public hearing and consider approval of an ordinance of the Village of Salado, Texas, rezoning approximately 57.985 acres, located near the southeast corner of FM 2268 and Interstate 35 in Salado, Bell County, Texas, from Planned Development District (PDD-C) to Agricultural (A); providing for the following: severability; effective date and proper notice and meeting. (*Village Administrator*)

Village Administrator Ferguson requested that Agenda Items 5A and 5B be continued until the Board of Aldermen meeting on October 6, 2022, as the property owner's attorney could not be present at tonight's meeting.

Alderman Graham moved to continue Agenda Items 5A and 5B until the Board's meeting on October 6, 2022. Alderman Howard seconded. Motion carried on a vote of 5-0.

## 6. Ordinances

- A. Discuss and consider approval of an ordinance of the Village of Salado, Texas, adopting the Fiscal Year 2023 Operating Budget for the Village of Salado; declaring findings of fact; providing an effective date; providing a severability clause; and providing an open meetings clause. (*Village Administrator*)

Village Administrator Ferguson stated the requirement to adopt the Fiscal Year 2023 Budget by the end of September, either as presented or as modified by the Board. There was brief discussion of future sidewalk funding, including a detailed presentation to be brought before the Board on grant funding and match requirements for certain projects.

Alderman Cole moved to approve the Fiscal Year 2023 Operating Budget for the Village of Salado, as presented. Alderman Cox seconded. Motion carried on a record vote as follows: Mayor Pro-tem Bell, aye; Alderman Cox, aye; Alderman Cole, aye; Alderman Graham, aye; and Alderman Howard, aye. Motion carried on a vote of 5-0.

- B. Discuss and consider approval of an ordinance of the Village of Salado, Texas, setting a property (ad valorem) tax rate; approving the ad valorem tax rate and levy of \$0.3957 per one hundred dollars (\$100) of assessed valuation of all taxable property within the corporate limits of the Village for the 2022 Tax Year to help fund the Fiscal Year 2023 Operating Budget for the Village of Salado; providing for an exemption on residence homesteads; providing for exemptions for individuals who are disabled or 65 years of age or older; providing for penalties and interest; providing for severability; providing for repealing conflict; providing for proper notice and meeting; providing for engrossment and enrollment; providing for notification to assessor; and providing for publication and effective date. (*Village Administrator*)

Village Administrator Ferguson reviewed the following rates for consideration: maintenance and operation (M & O) rate of \$0.1713 and debt service rate of \$0.2244, for a total ad valorem tax rate of \$0.3957 per \$100 assessed valuation.

Mayor Pro-tem Bell moved to approve the property (ad valorem) tax rate of \$0.3957, as presented. Alderman Graham seconded. Discussion compared 2021 tax rate of \$0.4953 to the proposed 2022 tax rate of \$0.3957, for a reduction of \$0.0996. Mayor Coggin said that the public does not realize that the Village of Salado tax rate has decreased, as their total tax bill for all taxing jurisdictions may be higher than the previous year.

Motion carried on a record vote as follows: Alderman Howard, aye; Alderman Graham, aye; Alderman Cole, aye; Alderman Cox, aye; and Mayor Pro-tem Bell, aye. Motion carried on a vote of 5-0.

Following the vote, Mayor Pro-tem Bell left the meeting at 7:08 p.m.

## 7. Discussion and Possible Action

- A. Discuss and consider possible action regarding a letter of intent regarding the proposed acquisition of the Pampa Investment Group, LP wastewater treatment plant and collection system by the Village of Salado. (*Mayor Michael Coggin*)

Mayor Coggin highlighted a proposal from Pampa Investment Group about the possibility of the Village acquiring Pampa's wastewater treatment plant and collection system located near the intersection of FM 2484 and IH-35 for \$100,000, with the Village paying for 50 percent of the impact and treatment fees, until the system is paid off. Mayor Coggin provided details on the plant and collection system, including lift station, and noted the plant and service area can be expanded. Mayor Coggin stated a technical team would need to inspect the system to protect the Village's interest and advised there are some boundary issues that have to be worked out, as part of the property is in the City of Belton's ETJ.

Discussion addressed the opportunity for a treatment plant on the west side of IH-35, which is growing significantly; advantages of a membrane plant, such as higher quality effluent; different rates for west side system users, which would be based on that system's revenue; discussions with City of Belton; requiring Board approval of the letter of intent; possible conditions to be included in letter; projected capacity and anticipated development; analysis needed to address multiple issues and concerns; and request for visual presentation aids during Board consideration.

- B. Discuss and consider possible action regarding a proposed amendment to the membership requirements for the Salado Parks Advisory Board. (*Village Administrator*)

Village Administrator Ferguson advised that the Parks Advisory Board voted unanimously to recommend designating a second position on their 7-member board to allow for an ETJ resident to serve.

Alderman Howard moved to approve designating a second position on the Parks Advisory Board to expand ETJ membership on the Board from one position to a maximum of two positions. Alderman Cole seconded. Motion carried on a vote of 4-0.

- C. Discuss and consider action renewing the Village of Salado's insurance agreement with Texas Municipal League Health to provide employee insurance benefits. (*Village Administrator*)

Village Administrator Ferguson recommended approval of the renewal agreement for employee health and life insurance. He stated that there will be an 18 percent increase in the coming year for medical insurance and no increase in dental and vision coverage. He noted that the Village funds insurance costs for full-time employees, while each employee is responsible for the cost of insurance coverage for spouses and/or children. He requested that any motion include language for an increase of "up to" 18 percent, as there may be some room to negotiate the rate increase downward.

Alderman Cole moved to approve renewing the Village of Salado's insurance agreement with Texas Municipal League Health in an amount not to exceed an 18 percent premium increase. Alderman Cox seconded. Motion carried on a vote of 4-0.

**D. Discuss and consider possible action approving the Amended Fiscal Year 2022 Operating Budget for the Village of Salado. (*Village Administrator*)**

Village Administrator Ferguson explained this standard annual item is to account for differences in actual versus budgeted expenditures and revenues for Fiscal Year 2022. He highlighted certain amendments related to road construction, police personnel, and park improvements. He noted actual expenditures from Fund Balance were about \$19,000 less than budgeted.

Alderman Graham moved to approve the Amended Fiscal Year 2022 Operating Budget for the Village of Salado, as presented. Alderman Howard seconded. Motion carried on a vote of 4-0.

**Adjournment**

Alderman Graham moved to adjourn. Mayor Coggin called the meeting adjourned at 7:32 p.m.

Recorded by:

Cara McPartland

These minutes approved on the 6<sup>th</sup> of October, 2022.

**APPROVED:**

\_\_\_\_\_  
**Michael Coggin, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cara McPartland, City Secretary**

# BOA Agenda Item Form



**Village  
of Salado**

Date Submitted: October 3, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER APPOINTMENT  
OF MARCIA COSTA TO THE VILLAGE OF SALADO  
PARKS ADVISORY BOARD

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to consider the appointment of Marcia Costa to the Village of Salado Parks Advisory Board. If appointed, Ms. Costa will fill the recently created E-T-J position on the Board.

Attached is a copy of Ms. Costa's application.



## APPLICATION FOR BOARDS AND COMMISSIONS

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS AND COMMISSIONS:  
(PLEASE CHECK ONE)

- ☐ Planning and Zoning Commission  
☒ Parks Advisory Board  
☐ Economic Development Advisory Board  
☐ Tourism Advisory Board  
☐ Music Friendly Community Advisory Board  
Other \_\_\_\_\_

### PERSONAL INFORMATION

First Name MARCIA C Last Name LOSTIA

Street Address 53 W CREEK DR

Street Address Line 2 \_\_\_\_\_

City SALADO

Zip Code 76571

Email [REDACTED]

Phone Number 603 930 7707

Do you live inside the corporate limits of the Village of Salado? Yes ☒ No ☐ (Please Circle One)

### QUALIFICATIONS

Please list any professional and/or community organizations and activities you are involved in.

Used to organize and lead a preschool group, nowadays I  
volunteer with keep Salado beautiful.

Please list any areas of expertise, experience, training, skills, or interests which you believe qualifies you for membership on this board or commission.

Have children, I traveled the world and seen some great things and parks,  
love hiking, want to help.

\*Attach any additional documentation (resume, references, etc.)

### CURRENT OR PREVIOUS PUBLIC SERVICE

Are you currently serving on a Village of Salado board or commission?

Yes ☒ No ☐ (Please Circle One)

Have you ever served on a Village of Salado board or commission?

Yes ☒ No (Please Circle One)

Do you have any relatives or members of your household serving as an elected or appointed official of the Village of Salado?

Yes ☒ No (Please Circle One)

**ETHICS AGREEMENT**

Have you ever been convicted of a crime, excluding traffic violations?

Yes ☒ No (Please Circle One)

Do you know of any reason you might have a conflict of interest because of your service on the board or commission that you are applying for? If so, please list below:

NO

**SUPPLEMENTAL QUESTIONS**

Have you ever attended a meeting of the board or commission you are applying for?

Yes ☒ No (Please Circle One)

Why are you willing to commit time to volunteer for this appointed position?

I want to bring my knowledge and help beautifying Salado.

**PLEASE READ THE FOLLOWING STATEMENT CAREFULLY BEFORE SUBMITTING YOUR APPLICATION:**

I CERTIFY THAT ALL STATEMENTS THAT I HAVE MADE ON THIS APPLICATION AND ANY OTHER SUPPLEMENTARY MATERIALS ARE TRUE AND CORRECT. I HEREBY AUTHORIZE THE VILLAGE OF SALADO TO INVESTIGATE THE ACCURACY OF THIS INFORMATION FROM ANY PERSON OR ORGANIZATION, AND I RELEASE THE VILLAGE OF SALADO AND ALL PERSONS AND ORGANIZATION FROM ALL CLAIMS AND LIABILITIES ARISING FROM SUCH INVESTIGATION OR THE SUPPLYING OF INFORMATION FOR SUCH INVESTIGATION. I ACKNOWLEDGE THAT ANY FALSE STATEMENT OR MISREPRESENTATION ON THIS APPLICATION OR SUPPLEMENTARY MATERIALS WILL BE CAUSE FOR REFUSAL OF APPOINTMENT OR IMMEDIATE DISMISSAL AT ANY TIME DURING THE PERIOD OF MY APPOINTMENT.



Applicant Signature

08/23/2022

Date

# BOA Agenda Item Form



Date Submitted: October 3, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER APPOINTMENT  
OF TYLER BEARDEN TO THE VILLAGE OF SALADO  
MUSIC FRIENDLY COMMUNITY ADVISORY BOARD

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to consider the appointment of Tyler Bearden to the Village of Salado Music Friendly Community Advisory Board. If appointed, Mr. Bearden will fill one (1) of two (2) existing vacancies on the Board.

Attached is a copy of Mr. Bearden's application.



## Don Ferguson

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**From:** Salado Texas <salado-tx@municodeweb.com>  
**Sent:** Friday, September 30, 2022 2:11 PM  
**To:** Don Ferguson  
**Subject:** Form submission from: Boards and Commissions Member Application

Submitted on Friday, September 30, 2022 - 2:11pm

Submitted by anonymous user: 107.77.201.166

Submitted values are:

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS AND COMMISSIONS

Boards and Commissions Music Friendly Community Advisory Board

Personal Information

First Name Tyler

Last Name Bearden

Street Address 3901 Chisholm Trl #3

City Salado

Zip Code 76571

Email [REDACTED]

Phone Number 5124845524

Do you live inside the corporate limits of the Village of Salado? Yes

Qualifications

Please list any professional and/or community organizations and activities you are involved in. Salado Girls

Athletics/Salado Volleyball/Eagle Ready Volleyball Camp

Please list any areas of expertise, experience, training, skills, or interests which you believe qualifies you for membership on this board or commission.

Worked downtown Austin (Sixth st. & tourist district) for 15+ years, bar managing including event/music booking(s)

Resume

References

References

Other

Current or Previous Public Service

Are you currently serving on a Village of Salado board or commission? No

Have you ever served on a Village of Salado board or commission? No

Do you have any relatives or members of your household serving as an elected or appointed official of the Village of Salado? No

Ethics Agreement

Have you ever been convicted of a crime, excluding traffic violations? No

If yes, please explain

Do you know of any reason you might have a conflict of interest because your service on the board or commission that you are applying for? If so, please list below. No.

Supplemental Questions

Have you ever attended a meeting of the board or commission you are applying for? No

Why are you willing to commit time to volunteer for this appointed position?

First and foremost, I love music. Second, I am a supporter of local talent and business. I would like to encourage and find new ways for exposure. I'd also like to provide any knowledge or connections that could be helpful.

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY BEFORE SUBMITTING YOUR APPLICATION

I CERTIFY THAT ALL STATEMENTS THAT I HAVE MADE ON THIS APPLICATION AND ANY OTHER SUPPLEMENTARY MATERIALS ARE TRUE AND CORRECT. I HEREBY AUTHORIZE THE VILLAGE OF SALADO TO INVESTIGATE THE ACCURACY OF THIS INFORMATION FROM ANY PERSON OR ORGANIZATION, AND I RELEASE THE VILLAGE OF SALADO AND ALL PERSONS AND ORGANIZATION FROM ALL CLAIMS AND LIABILITIES ARISING FROM SUCH INVESTIGATION OR THE SUPPLYING OF INFORMATION FOR SUCH INVESTIGATION. I ACKNOWLEDGE THAT ANY FALSE STATEMENT OR MISREPRESENTATION ON THIS APPLICATION OR SUPPLEMENTARY MATERIALS WILL BE CAUSE FOR REFUSAL OF APPOINTMENT OR IMMEDIATE DISMISSAL AT ANY TIME DURING THE PERIOD OF MY APPOINTMENT.

Name of Applicant Tyler L. Bearden

Date of Application Fri, 09/30/2022

The results of this submission may be viewed at:

<https://www.saladotx.gov/node/4129/submission/253>

# BOA Agenda Item Form



Date Submitted: October 3, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER APPOINTMENT  
OF DAVID SHRYOCK TO THE VILLAGE OF SALADO  
MUSIC FRIENDLY COMMUNITY ADVISORY BOARD

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to consider the appointment of David Shryock to the Village of Salado Music Friendly Community Advisory Board. If appointed, Mr. Shryock will fill one (1) of two (2) existing vacancies on the Board.

Attached is a copy of Mr. Shryock's application.

## Don Ferguson

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**From:** Don Ferguson  
**Sent:** Saturday, September 24, 2022 10:28 AM  
**To:** Stacey Ybarra  
**Subject:** FW: Form submission from: Boards and Commissions Member Application  
**Attachments:** dave\_shryock\_bio\_04\_19\_22.docx

FYI

Don Ferguson  
Village Administrator  
Village of Salado  
254.947.5060 (Office)  
254.534.9010 (Cell)  
[dferguson@saladotx.gov](mailto:dferguson@saladotx.gov)  
[www.saladotx.gov](http://www.saladotx.gov)

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**From:** Salado Texas <salado-tx@municodeweb.com>  
**Sent:** Friday, September 23, 2022 12:14 PM  
**To:** Don Ferguson <dferguson@saladotx.gov>  
**Subject:** Form submission from: Boards and Commissions Member Application

Submitted on Friday, September 23, 2022 - 12:13pm

Submitted by anonymous user: 24.173.33.130

Submitted values are:

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS AND COMISSIONS

Boards and Commissions Music Friendly Community Advisory Board

Personal Information

First Name Dave

Last Name Shryock

Street Address 1161 Mackie Drive

City Salado

Zip Code 76571

Email [REDACTED]

Phone Number 6164371336

Do you live inside the corporate limits of the Village of Salado? No

Qualifications

Please list any professional and/or community organizations and activities you are involved in.

Nothing local currently. Board treasurer for Elevate, a non-profit organization in Chicago.

Please list any areas of expertise, experience, training, skills, or interests which you belief qualifies you for membership on this board or commission.

Experienced as director of numerous small businesses. Previously had investment in an Austin based music promoter.

Fan of the Austin music scene.

Resume [dave\\_shryock\\_bio\\_04\\_19\\_22.docx](#)

References

## References

### Other

#### Current or Previous Public Service

Are you currently serving on a Village of Salado board or commission? No

Have you ever served on a Village of Salado board or commission? No

Do you have any relatives or members of your household serving as an elected or appointed official of the Village of Salado? No

#### Ethics Agreement

Have you ever been convicted of a crime, excluding traffic violations? No

If yes, please explain

Do you know of any reason you might have a conflict of interest because your service on the board or commission that you are applying for? If so, please list below. No

#### Supplemental Questions

Have you ever attended a meeting of the board or commission you are applying for? Yes

Why are you willing to commit time to volunteer for this appointed position?

Yes.

We have lived at 1161 Mackie Drive since 2013. I believe this is just outside the village limits. If that disqualifies me for formal membership, I'm happy to attend meetings as a supporter rather than official member.

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY BEFORE SUBMITTING YOUR APPLICATION

I CERTIFY THAT ALL STATEMENTS THAT I HAVE MADE ON THIS APPLICATION AND ANY OTHER SUPPLEMENTARY MATERIALS ARE TRUE AND CORRECT. I HEREBY AUTHROIZE THE VILLAGE OF SALADO TO INVESTIGATE THE ACCURACY OF THIS INFORMATION FROM ANY PERSON OR ORGANIZATION, AND I RELEASE THE VILLAGE OF SALADO AND ALL PERSONS AND ORGANIZATION FROM ALL CLAIMS AND LIABILITIES ARISING FROM SUCH INVESTIGATION OR THE SUPPLYING OF INFORMATION FOR SUCH INVESTIGATION. I ACKNOWLEDGE THAT ANY FALSE STATEMENT OR MISREPRESETNATION ON THIS APPLICATION OR SUPPLEMENTARY MATERIALS WILL BE CAUSE FOR REFUSAL OF APPOINTMENT OR IMMEDIATE DISMISSAL AT ANY TIME DURING THE PERIOD OF MY APPOINTMENT.

Name of Applicant Dave Shryock

Date of Application Fri, 09/23/2022

The results of this submission may be viewed at:

<https://www.saladotx.gov/node/4129/submission/246>

# BOA Agenda Item Form



Date Submitted: October 1, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER ACTION  
REGARDING ANY ITEMS REMOVED FROM THE  
CONSENT AGENDA

**Funds Required:**  
**Funds Available:**

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- X Motion
- X Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider approval of any items removed from the Consent Agenda.

# BOA Agenda Item Form



Date Submitted: October 3, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** VILLAGE ADMINISTRATOR'S STATUS REPORT

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☐ Motion
- ☒ Discussion

**Project/Proposal Summary:**

- Village of Salado Depository Agreement
- Street & Drainage Improvements
- Right-of-Way Annexations
- April 2022 Storm Damage Repairs
- Salado Creek Gravel Removal
- Main Street Light Repairs

# BOA Agenda Item Form



Date Submitted: October 1, 2022

Agenda Date Requested: October 6, 2022

Project/Proposal Title: SALADO POLICE STATUS REPORT

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☐ Motion
- ☒ Discussion

**Project/Proposal Summary:**

- Calls for Service Report
- License Plate Reader Program
- School Resource Officer Program
- Citizens on Patrol Program



# BOA Agenda Item Form



Date Submitted: October 1, 2022

Agenda Date Requested: October 6, 2022

Project/Proposal Title: SALADO FIRE CHIEF  
STATUS REPORT

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☐ Motion
- ☒ Discussion

**Project/Proposal Summary:**

- Calls For Service

# BOA Agenda Item Form



**Village  
of Salado**

Date Submitted: October 1, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** TOURISM DIRECTOR'S  
STATUS REPORT

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☐ Motion
- ☒ Discussion

**Project/Proposal Summary:**

- Salado Marketing Activities
- Visitors Center Activities
- Upcoming Events

# BOA Agenda Item Form



Date Submitted: October 1, 2022

Agenda Date Requested October 6, 2022

**Project/Proposal Title:** HOLD A PUBLIC HEARING AND CONSIDER ACTION REGARDING PROPOSED AMENDMENTS TO THE VILLAGE OF SALADO COMPREHENSIVE PLAN

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to hold a public hearing and consider approval of a proposed amendment to existing and future land use maps in the Village of Salado Comprehensive Plan ("Plan").

Specifically, the staff is proposing to change the existing and future land use maps in the Plan to reflect the land use for the approximately 57.985 acres, located near the southeast corner of FM 2268 and Interstate 35, as Agricultural and not Retail/Commercial.

The property in question is covered by a development agreement between the Village and the Sanctuary developers which was approved more than six (6) years ago. To date, the property remains vacant, and no development plans have been submitted for permitting.

On September 27<sup>th</sup>, the Planning and Zoning Commission voted 4-1 to recommend approval of the proposed amendments to the Plan and to change zoning designation for the subject property.

# BOA Agenda Item Form



Date Submitted: October 3, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF AN ORDINANCE REZONING APPROXIMATELY 57.985 ACRES LOCATED NEAR THE SOUTHEAST CORNER OF THE INTERSECTION OF FM 2268 AND IH-35

**Council Action Requested:**

- ☒ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to hold a public hearing and consider action regarding an ordinance changing the zoning on approximately 57.985 acres, located near the southeast corner of FM 2268 and Interstate 35, from Planned Development District (PPD-C) to Agriculture (A).

The property in question was annexed into the Village in early 2016 and was zoned as a PDD-C (Planned Development District – Commercial) in February 2016. The property is covered by a development agreement between the Village and the Sanctuary developers.

Since the initial zoning, the property has remained undeveloped, and the Village is not aware of any potential projects considering the property.

The intent of this agenda item is to hear from the public regarding the current zoning and discuss whether it is still the appropriate zoning for the property in the current circumstances, given that significant development has occurred in other areas of the Village over the past six and a half years, but no development has occurred on this tract.

The Village staff's recommendation is to consider and take public comment on rezoning the property to Agriculture District, which is the Village's standard zoning district for undeveloped land. As the Zoning Ordinance states in Section 3.2(A), "Territory that has been newly annexed into the Village is initially zoned Agriculture unless it is assigned another zoning district. It is anticipated that Agriculture zoned land will eventually be rezoned to another more permanent, urban zoning classification in the future."

Rezoning the property will allow prospective developers to hold discussions with the Village about different types of projects than are allowed under the current PDD-C zoning, and to then bring the property or parts of the property back to the Commission and Board of Aldermen for rezoning, without having to fit within the current PDD-C zoning.

The owner of the property in question is opposed to the proposed rezoning. Attached is a copy of their letter of opposition.

On September 27<sup>th</sup>, the Planning and Zoning Commission voted 4-1 to recommend approval of the proposed rezoning.

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, REZONING APPROXIMATELY 57.985 ACRES, LOCATED NEAR THE SOUTHEAST CORNER OF FM 2268 AND INTERSTATE 35 IN SALADO, BELL COUNTY, TEXAS, FROM PLANNED DEVELOPMENT DISTRICT (PDD-C) TO AGRICULTURE DISTRICT (A); PROVIDING FOR THE FOLLOWING: SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.**

**WHEREAS**, the regulations established by the Village of Salado Zoning Ordinance, as amended, (the "Code") are specifically designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public facilities; and

**WHEREAS**, in the course of adopting the regulations established by the Code, the Planning and Zoning Commission and Board of Aldermen gave careful consideration to the unique qualities of the Village, including the demographics of its inhabitants, the community's history, geography, natural resources, existing structures, property values, workforce, education levels, commercial base, surrounding communities, public facilities and infrastructure; and

**WHEREAS**, the regulations established by the Code have been adopted with reasonable consideration, among other things, for the character of each district and its peculiar suitability for the particular uses; with a view of conserving property values and encouraging the most appropriate use of land in the Village; and

**WHEREAS**, the regulations established by the Code are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the Village and necessary and proper for carrying out the power granted by law to the Village; and

**WHEREAS**, the following enactments are a valid exercise of the Village's broad police powers and based upon the Village's statutory regulatory authority, including but not limited to Texas Local Government Code Chapters 51, 52, and 211; and

**WHEREAS**, the Board of Aldermen desires to amend the Village of Salado Zoning Map by rezoning approximately 57.985 acres, located near the southeast corner of FM 2268 and Interstate 35 in Salado, Bell County, Texas from Planned Development District (PDD-C) to Agriculture District (A) zoning classification; and

**WHEREAS**, the Board of Aldermen has carefully reviewed the requirements of the Village's Code of Ordinances and have concluded that the requested rezoning is consistent with established Village policy and in the public interest; and

**WHEREAS**, parties in interest and citizens have had an opportunity to be heard at public hearings conducted by the Planning and Zoning Commission and Board of Aldermen, notice of which was published in the Village's official newspaper before the 15th day before the first public

hearing and agendas for each hearing were posted at the Village Municipal Building more than seventy-two (72) hours prior to the respective hearing.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, BELL COUNTY, TEXAS:**

**ARTICLE I. REZONING**

The Board of Aldermen of the Village of Salado has established zoning districts to regulate land use on individual properties within the corporate limits of the Village. For each zoning district, the Village has adopted use, height, area and development regulations that shall apply to that particular district. The following geographic boundaries of the zoning district for the property listed below is hereby established as follows:

THAT the zoning classification for approximately 57.985 acres, generally located near the southeast corner of FM 2268 and Interstate 35 in Salado, Bell County, Texas, according to the map or plat thereof recorded in Bell County Plat Records, and as described the attached Exhibit "A", incorporated by reference for all purposes, is hereby changed from Planned Development District (PDD-C) to Agriculture District (A) zoning classification.

**ARTICLE II. ZONING DISTRICT MAP**

The official Zoning District Map shall be revised to reflect the zoning district boundary established by this Ordinance.

**ARTICLE III. SEVERABILITY**

It is hereby declared to be the intention of the Board of Aldermen that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

**ARTICLE IV. EFFECTIVE DATE**

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

**ARTICLE V. PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, the Standard Zoning Enabling Act, and Chapter 211 of the Texas Local Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** this 6<sup>th</sup> day of October 2022, by \_\_\_\_\_ (Ayes) to \_\_\_\_\_ (Nays) \_\_\_\_\_ (Abstain) vote of the Board of Aldermen of the Village of Salado, Texas.

**VILLAGE OF SALADO**

BY: \_\_\_\_\_  
Michael Coggin, Mayor

**ATTEST:**

\_\_\_\_\_  
Cara McPartland, City Secretary

### Area of Proposed Rezoning





# BOA Agenda Item Form



Date Submitted: October 1, 2022

Agenda Date Requested October 6, 2022

**Project/Proposal Title:** CONSIDER ACTION REGARDING A PROPOSED RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ADVANCE FUNDING AGREEMENT WITH TXDOT REGARDING ROYAL STREET IMPROVEMENTS

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action regarding a resolution authorizing the Mayor to execute an advance funding agreement with the Texas Department of Transportation ("TxDOT") relating to planned improvement of Royal Street between Main Street and Smith Branch Road.

In the summer of 2023, the Village of Salado will improve the roadway surface on Royal Street. Eighty percent (80%) of the road improvement project will be funded by the Texas Department of Transportation (TxDOT) while the Village will be responsible for twenty percent (20%) of the cost along with the project design cost.

The Village staff recommends approval of the attached resolution.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, BELL COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ADVANCE FUNDING AGREEMENT (HEREINAFTER "AGREEMENT") FOR THE ROYAL STREET IMPROVEMENT PROJECT, BY AND BETWEEN THE VILLAGE OF SALADO, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Aldermen has been presented a proposed Advance Funding Agreement by and between the Village of Salado, Texas, and the State of Texas, acting by and through the Texas Department of Transportation, which provides funding for the rehabilitation of the roadway surface on Royal Street between Main Street and Smith Branch Road, in the Village of Salado, Bell County, Texas (CSJ 0909-36-183);

**WHEREAS**, the Board of Aldermen is of the opinion and finds that the Mayor should be authorized to execute an Advance Funding Agreement by and between the Village of Salado, Texas, and the State of Texas, acting by and through the Texas Department of Department of Transportation, which provides funding for the rehabilitation of the roadway surface on Royal Street between Main Street and Smith Branch Road, in the Village of Salado, Bell County, Texas (CSJ 0909-36-183), substantially in the form attached as Exhibit "A".

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, BELL COUNTY, TEXAS, THAT:**

**SECTION 1.** An Advance Funding Agreement for the Royal Street Improvement Program, which provides funding for the rehabilitation of the roadway surface on Royal Street between Main Street and Smith Branch Road, in the Village of Salado, Bell County, Texas, is hereby approved, and the Mayor is hereby authorized to execute an Advance Funding Agreement by and between the Village of Salado, Texas and the State of Texas, acting by and through the Texas Department of Transportation, which provides funding for the rehabilitation of the roadway surface on Royal Street between Main Street and Smith Branch Road, in the Village of Salado, Bell County, Texas (CSJ 0909-36-183), substantially in the form attached as Exhibit "A", and any amendments thereto, including any related instruments) on behalf of the Village of Salado, Texas.

**SECTION 2.** This Resolution shall take effect immediately upon passage.

**DULY PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, TEXAS. ON THIS THE 6<sup>TH</sup> DAY OF OCTOBER 2022.**

**APPROVED:**

\_\_\_\_\_  
**Michael Coggin, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cara McPartland, City Secretary**

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0909-36-183			<b>CFDA No.</b>	20.205
<b>District #</b>	09-WAC	<b>AFA ID</b>	Z00002959	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	37260				
<b>Project Name</b>	OV Royal St Smith Br Rd FM 2268			<i>AFA Not Used For Research &amp; 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 **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **rehabilitate existing roadway**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0909-36-183			<b>CFDA No.</b>	20.205
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<b>Code Chart 64 #</b>	37260				
<b>Project Name</b>	OV Royal St Smith Br Rd FM 2268			<i>AFA Not Used For Research &amp; Development</i>	

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, 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.

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

### 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 preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications and estimates (PS&E), and construction of pulverizing the existing asphalt, stabilize the remaining base and apply two inch HMAC surface along Royal Street from Smith Branch Rd. to FM 2268 and install ribbon curb on both sides of the road. A location is 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 successfully completes and receives a certificate for the course entitled "Local

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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<b>Code Chart 64 #</b>	37260				
<b>Project Name</b>	OV Royal St Smith Br Rd FM 2268			<b>AFA Not Used For Research &amp; Development</b>	

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.
- 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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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<b>Code Chart 64 #</b>	37260				
<b>Project Name</b>	OV Royal St Smith Br Rd FM 2268			<b>AFA Not Used For Research &amp; Development</b>	

- 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 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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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<b>District #</b>	09-WAC	<b>AFA ID</b>	Z00002959	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	37260				
<b>Project Name</b>	OV Royal St Smith Br Rd FM 2268			<i>AFA Not Used For Research &amp; Development</i>	

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.

#### 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

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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).

**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



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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 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.

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- 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 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: City Administrator 301 N. Stagecoach Salado, TX. 76571	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> 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

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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 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.

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- 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, 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.

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- 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](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,



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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

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

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 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](mailto: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.

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

\_\_\_\_\_  
Signature

Kenneth Stewart  
Typed or Printed Name

Director of Contract Services  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Don Ferguson  
Typed or Printed Name

City Administrator  
Typed or Printed Title

\_\_\_\_\_  
Date

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

## ATTACHMENT A LOCATION MAP SHOWING PROJECT



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

## 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
Engineering (by Local Government)	\$0	0%	\$0	0%	\$0	100%	\$0
Construction (by Local Government)	\$1,005,200.00	80%	\$804,160	0%	\$0	20%	\$201,041
Subtotal	\$1,005,200.00		\$804,160		\$0		\$201,041
Environmental Direct State Costs	\$1,005.20	0%	\$0	0%	\$0	100%	\$1,005.20
Right of Way Direct State Costs	\$100.52	0%	\$0	0%	\$0	100%	\$100.52
Engineering Direct State Costs	\$5,026	0%	\$0	0%	\$0	100%	\$5,026
Utility Direct State Costs	\$100.52	0%	\$0	0%	\$0	100%	\$100.52
Construction Direct State Costs	\$21,109.20	0%	\$0	0%	\$0	100%	\$21,109.20
Indirect State Costs	\$47,948.04	0%	\$0	100%	\$47,948.04	0%	\$0
<b>TOTAL</b>	<b>\$1,080,489.48</b>		<b>\$804,160</b>		<b>\$47,948.04</b>		<b>\$228,382.44</b>

Initial payment by the Local Government to the State: \$6,232.24

Payment by the Local Government to the State before construction: \$21,109.20

Estimated total payment by the Local Government to the State: \$27,341.44 This is an estimate. The final amount of Local Government participation will be based on actual costs.

# BOA Agenda Item Form



Date Submitted: October 3, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER ACTION REGARDING THE PROPOSED ACQUISITION OF TWO (2) PATROL VEHICLES FOR THE SALADO POLICE DEPARTMENT

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action regarding the proposed acquisition of two (2) patrol vehicles for the Salado Police Department.

The briefing on this item will be presented to board member under separate cover in advance of the meeting for review and consideration.



# BOA Agenda Item Form



Date Submitted: October 1, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER ACTION  
RELATING TO DESIGN SERVICES PROPOSAL FOR  
THE ROYAL STREET IMPROVEMENT PROJECT

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider approval of a design services proposal for the Royal Street Improvement Project.

MRB Group, the Village's contract engineer, has submitted a proposal for design of the Royal Street Improvement Project. The proposal calls for the provision of surveying, design, engineering, geotechnical, environmental, project administration and construction observation services. The total cost of the proposal is \$245,764. Attached is a copy of the referenced proposal for review and consideration.

Should the Board approve the proposal, funding for the professional services would come from the Village's General Fund Balance. It is important to note that fund balance will also need to be tapped to cover twenty percent (20%) of the project construction cost which is estimated to be \$250,000. Currently, the Village's General Fund Balance has just over \$1,000,000 in available funds.

September 20, 2022

Mr. Don Ferguson, Village Administrator  
Village of Salado  
301 N. Stagecoach  
Salado, TX 76571

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
ROYAL STREET PAVEMENT REHABILITATION—VILLAGE OF SALADO**

Dear Mr. Ferguson:

Thank you for allowing MRB Group, P.C., (MRB) to prepare this proposal to partner with the Village of Salado (Client) to design the pavement rehabilitation plans (Project) for Royal Street from Main St. to Smith Branch Rd.

## **I. Background**

The Village of Salado recently applied for and received grant funding for roadway improvements to Royal Street through the Killeen Temple Metropolitan Planning Organization (KTMPPO). The existing roadway is a two-lane arterial asphalt road with inconsistent and sometimes undefined lane widths. The Village wishes to rehabilitate the existing pavement the entire project length (approximately 4,600 linear feet) and add concrete ribbon curb on both sides where on-street parking is present (generally Main St. to Center Circle).

## **II. Scope of Services and Compensation**

### **A. Surveying Services**

MRB Group will contract with a registered professional licensed surveyor to provide the following:

1. Locate the current Village Right-of-Way (ROW) for Royal Street within the project extents by locating visible property pins and researching of available county property data.



2. Topographic surveying of the project extents from ROW to ROW to locate visible utilities, existing pavement edges, and elevations for design.
3. Base file for proposed design work in CAD and .pdf format.

**Subtotal of B, Items 1-3.....\$19,000.00**

**B. Design and Engineering Services**

1. Preparation of Construction Documents (60% Submittal).  
Design roadway rehabilitation using surveyor-provided ROW data and project Geotechnical information. Proposed improvements will maintain the existing road profile, and any impacted driveway culverts will be replaced in kind. Anticipated construction documents include the following:  
This submittal to include:
  - a. Index
  - b. Typical roadway sections
  - c. Plan layout Sheets
  - d. Quantity summary
  - e. Stormwater Pollution Prevention Plan
  - f. Traffic Control Plan
  - g. Associated project details
2. Preparation of Construction Documents (90% Submittal)  
This submittal to include:
  - a. Incorporation of Village and TxDOT comments from 60% submittal.
  - b. Associated project details.
  - c. Engineers estimate of probable cost.
3. Preparation of Construction Documents (100% Submittal)
  - a. Complete set of signed and sealed drawings and specifications as required to construct and bid the Project.
4. Progress meeting (maximum of 2)

**Subtotal of B, Items 1-4.....\$81,500.00**

C. Geotechnical Analysis

In conjunction with the surveying, borings of the roadway will provide the information necessary to adequately design a proper road section.

1. Eight (8) Soil Borings
2. Report with pavement recommendations and conditions of existing materials.

**Subtotal of C, Items 1 - 2.....\$13,000.00**

D. Environmental Services:

MRB Group will work to obtain environmental clearance in accordance with FHWA and TXDOT requirements. These requirements include Natural Resources and Historic Resources Studies.

1. Prepare a Biological Evaluation to be utilized for an informal consultation under Section 7 of the Endangered Species Act. Scope of work does not include surveys for endangered species or their habitat, geologic surveys, or preparation of a Biological Assessment.
2. Historic Resources Services  
MRB will review TxDOT's project planning and compliance activities and possibly coordinate with the Texas Historical Commission (THC). However, such coordination depends upon the presence of the National Register of Historic Places (NRHP)-listed or NRHP-eligible properties that would adversely affect the proposed Project activities. TxDOT will advise whether detailed historic studies will be required. The fee does not include the detailed studies, only basic.

Environmental clearance *does not* include archeological sites and cemeteries assessment, air quality assessment, Chapter 26, Parks and Wildlife Code assessment, Indirect and Cumulative Impacts assessment, Section 6(f) Land and Water Conservation Fund Act assessment, Section 4(f), U.S. Department of Transportation Act assessment, Community Impacts assessment, and Traffic Noise assessment. These services, if required, can be provided for an additional fee.

**Subtotal of D, Items 1-2 .....\$38,944.00**

**E. Bidding Phase**

1. Post the plans and specifications on construction bidding sites used by contractors (e.g., Civicast).
2. Answer the bidder's questions and issue addenda as necessary during the bidding process.
3. Attend and conduct the bid opening.
4. Provide a bid tabulation and evaluation of bids to the Village of Salado.

**Subtotal of E, Items 1-4.....\$6,000.00****F. Construction Administration**

Construction Administration costs are based on a four (4) month construction timeframe.

1. Coordination and attendance of meetings, including:
  - a. Pre-Construction meeting
  - b. Monthly progress meetings
  - c. Final Punch List/Closeout meeting
2. Prepare and coordinate change orders, submittal reviews, and RFIs.
3. Monthly review of project schedules.
4. Pay request reviews and recommendations.
5. Provide support to construction observer to resolve plan and field issues.
6. Maintain a log of issues that requires resolution during construction.
7. Perform on-site construction reviews.
8. Prepare and maintain files, including meeting notes, issue logs, RFIs, submittal reviews, site visit reports, and construction schedules.
9. Update Village staff on construction progress and schedule.

**Subtotal of F, Items 1-9 (hourly not to exceed) .....\$18,000.00****G. Construction Observation**

Labor hour estimates and costs are based on a full-time construction observer on-site for ten (10) hours per day during paving operations and a part-time construction observer during the construction timeframe (assumed 12 hrs per week for (4) months).

1. Inspection of Traffic Control Plan implementation.
2. Inspection of Stormwater Pollution Prevention Plan implementation, maintenance, and modifications.
3. On-site observation of pavement activities.
4. Coordinate testing by a third-party contractor (TBD).
5. Attend monthly project meetings.
6. Preparation review of Pay Applications
7. Observation reports with photo logs.

**Subtotal of G, Items 1-7 (hourly not to exceed) ..... \$32,000.00**

H. Grant Administration:

1. Creation and maintenance of project files in accordance with FHWA/TXDOT requirements during the design, environmental, bidding, and construction phases.
2. Receive and maintain correspondence associated with the Project during the Project's design, environmental, bidding, and construction phases.
3. Verify TxDOT required forms from bidders are completed and included in the bid.
4. Verify Contractor and subcontractors' eligibility to work on Project once bid.
5. Ensure subcontractor's contracts meet TxDOT requirements.
6. Ensure Contractor submits required Safety Plan and documentation on Safety Meetings.
7. Ensure flagging certifications required by TxDOT are met.
8. Ensure Contractor and subcontractors provide EEO Policies.
9. Maintain Project construction inspection and observation reports completed by City, project inspector, and TxDOT.
10. Ensure required TxDOT reports are submitted (i.e., monthly DBE report, Buy America, etc.).
11. Maintain project records on testing during construction.
12. Maintain project records of all material tickets during construction.
13. Maintain project records on Stormwater Pollution Prevention Plan during construction.
14. Review all payrolls during construction to confirm Davis Bacon Wage Rates are paid.

15. Prepare and submit reimbursement requests to TxDOT and all TxDOT required reports.
16. Conduct records review of project files with TXDOT at the closeout of the Project.

**Subtotal of H, Items 1-16 .....\$37,320.00**

**Total Compensation .....\$245,764.00**

*The cost figures shown above represent our lump sum and hourly amounts. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.*

### **III. Additional Services**

The following items are not included in the above services and can be provided on a personnel time-charge basis but would only be performed upon your authorization.

- A. Easement/ROW taking maps
- B. Wetland delineation
- C. Floodplain delineation
- D. Utility adjustments/relocations or subsurface investigations.
- E. Additional fieldwork beyond what is listed above that may be required after consultation with the Texas Historical Commission (THC)
- F. Intensive level historic resources survey
- G. Construction material testing
- H. Construction Observation, Construction Administration, or Grant Administration services beyond the 3-month duration of the Construction Phase of the Project.

**IV. Commencement of Work**

Upon receipt of the signed proposal, MRB Group will begin work on the Project. It is assumed this project is intended to be advertised for bidding in April of 2023.

**V. Standard Terms and Conditions**

Attached hereto and made part of this Agreement are MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for considering our firm. We look forward to working with you on this Project.

Sincerely,



Steven Kirkpatrick, P.E.  
Project Manager



Trey Taylor, P.E.  
Temple Operations Manager

\\\\mrbgrouppriv\Admindata\630006\Proposals\Salado, Village of\Royal Street and Center Circle\Royal Street  
KTMPO.docx

Enclosure

**ACCEPTED FOR THE VILLAGE OF SALADO BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MRB GROUP, P.C.  
AGREEMENT FOR PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS**

**A. TERMINATION**

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

**B. OWNERSHIP OF DOCUMENTS**

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

**C. ESTIMATES**

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

**D. INSURANCE**

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

**E. INDEPENDENT CONTRACTOR**

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

**F. SUCCESSORS AND ASSIGNS**

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

**G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS**

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

**H. INVOICES AND PAYMENT**

Client will pay MRB Group, P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

**I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES**

MRB Group, P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

**J. P.S.O. NOT AN EMPLOYEE**

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

**K. INDEMNITY**

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.



# BOA Agenda Item Form



Date Submitted: October 1, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER ACTION  
REGARDING THE FUTURE DEVELOPMENT OF A NEW  
MUNICIPAL BUILDING FOR THE VILLAGE OF SALADO

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action regarding the future development of a new Municipal Building for the Village of Salado.

The Mayor and Village Administrator will brief board members on recent discussions with Bell County officials about the possible future development of a Municipal Building adjacent to the new Bell County Justice of the Peace Building located at the intersection of FM 2484 and IH-35.

# BOA Agenda Item Form



Date Submitted: October 1, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER ACTION REGARDING A PROPOSED COMMUNITY EVENT SUPPORT PROGRAM TO BE FUNDED WITH HOTEL/MOTEL OCCUPANCY TAX REVENUES

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action regarding a proposed community event support program to be funded with hotel/motel occupancy tax revenues.

A briefing on this item will be provided to board members under separate cover in advance of the meeting for review and consideration.

# BOA Agenda Item Form



Date Submitted: October 3, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER ACTION  
REGARDING PROPOSED FILM FRIENDLY GUIDELINES  
FOR THE VILLAGE OF SALADO

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow board members to discuss and consider possible action regarding the proposed Film Friendly Guidelines for motion picture and commercial productions within the Village of Salado.

These Guidelines cover requests for commercial use of Village-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of Village equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films.

Adoption of the guidelines is required for the Village to become a Texas Film Friendly Certified Community. The Film Friendly Texas program establishes an elevated platform for building relationships with community liaisons across the state who are eager to work with media industry professionals and can hit the ground running when contacted about filming in their area. There is no cost to the Village for participating in this economic development program.

The Village staff recommends approval of the proposed Film Friendly Guidelines.

## Guidelines for Filming in Village of Salado, TX

I. Purpose

II. Village Control/Village Administrator Authority

III. Permit Requirements and Fees

IV. Use of Village Equipment, Land, and Personnel

V. Fees of Village Equipment, Land, and Personnel

VI. Vehicles and Equipment

VII. Hours of Filming

VIII. Notification of Neighbors

IX. Certificate of Insurance

X. Filming on Private Property

XI. Damage to Public or Private Property XII. Hold Harmless Agreement

# Guidelines for Filming in Village of Salado, Texas

## I. PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within the Village of Salado and the vicinity of the Village. The following Guidelines are also intended to protect the personal and property rights of the Village of Salado, Texas residents and businesses, and to promote the public health, safety and welfare. The Village Administrator reserves the right to impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the Village Administrator.

These Guidelines cover requests for commercial use of Village-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of Village equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films.

## II. BOARD OF ALDERMEN CONTROL/VILLAGE ADMINISTRATOR AUTHORITY

The Village Administrator may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the Village Administrator may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that the Village of Salado shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public buildings of the Village, as well as authority to regulate the hours of production and the general location of the production. The Village reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

The Applicant shall allow Village departments (e.g., Police, Building) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the Village Administrator.

## III. PERMIT REQUIREMENTS

Before filing an application for filming in Village of Salado, the Village Administrator must be contacted to discuss the production's specific filming requirements and the feasibility of filming in the Village of Salado, TX.

Any commercial producer who desires to undertake a commercial production in the Village of Salado is required to complete and return the attached application for filming to the Office of the Village Administrator, within the time frames below:

- **Commercials or episodic television:** a minimum of two (2) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

#### **IV. USE OF VILLAGE EQUIPMENT, LAND, AND PERSONNEL**

The Applicant shall pay for all costs of any Police, Public Works, or other Village personnel assigned to the project (whether or not specifically requested by the production).

The Village Administrator, in consultation with the Chief of Police, shall have the authority to stipulate additional police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost shall be borne entirely by the Applicant.

The Applicant acknowledges and agrees that the Village of Salado, Texas, possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the Village as well as control over the hours of production and the general location of the production. The Village reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

In order to leave the Village-owned property in as good condition as when received, the Applicant is responsible for and must provide professional cleaning and/or sanitation services upon completion of work, if the Village requests such cleaning and/or sanitation services at any time. Upon such a request by the Village, the Applicant must obtain approval from the Village of the Applicant's arrangements for cleaning and/or sanitation services (which will not be unreasonably withheld). The Village may require such approval before use of the Village-owned property for Production Activity begins.

#### **V. FEES FOR VILLAGE EQUIPMENT, LAND, AND PERSONNEL**

The use of any Village equipment, facilities, and/or public right-of-way, will be established by a negotiated fee that is based on the duration and scope of the project.

Use of on or off-duty police officers and Village personnel shall be paid in accordance with existing Village policy.

#### **VI. VEHICLES AND EQUIPMENT**

The Applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the Village Administrator. On-street parking or use of public parking lots is subject to Village approval.

The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the Village Administrator.

#### **VII. HOURS OF FILMING**

Unless express written permission has been obtained from the Village Administrator in advance, and affected property owners, tenants and residents have been notified, filming will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 9:00 p.m.

Saturday, Sunday and holidays: 8:00 a.m. to 8:00 p.m.

## **VIII. NOTIFICATION OF NEIGHBORS**

The Applicant shall provide a short, written description, approved by the Village Administrator, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood(s). The Applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of this application, a report noting owners, tenants and/or residents' comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the Village Administrator, the Village Administrator may grant or deny the filming application.

## **IX. CERTIFICATE OF INSURANCE**

The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the Village of Salado and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$1,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

## **X. DAMAGE TO PUBLIC PROPERTY**

The Applicant shall return the property to its state prior to use, including any needed repairs. The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repairs for any and all damage to public property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

Any needed repairs shall be coordinated by the Village of Salado and the contractor shall be approved by the Village.

## **XI. FILMING ON PRIVATE PROPERTY**

If any production takes place on private property, the Applicant must submit a letter of permission from the property owner. Any issues that take place on private property shall be resolved between the property owner and the Applicant.

If production takes place on private property, the Applicant must abide by Section VIII. Hours of Filming and the Village of Salado's Noise Ordinance and Property Abatement of Nuisances Ordinance.

The Village Administrator, in consultation with the Chief of Police, shall have the authority to stipulate police requirements on private property and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost shall be borne entirely by the Applicant. Please refer to Section VI. Fees for Village Equipment, Land, and Personnel.

## **XII. HOLD HARMLESS AGREEMENT**

The Applicant shall sign the following Hold Harmless Agreement holding the Village harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

*I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The Village of **Village of Salado**, Texas, and that I and my firm will indemnify and hold harmless the Village of **Village of Salado**, Texas and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages,*

*expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.*

*I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the Village of **Village of Salado**, Texas on behalf of the firm.*

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_



THE VILLAGE OF SALADO, TX

**Application for Commercial Filming**

Title of Project:

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Type of Production (feature film, television production, commercial, music video, virtual reality, etc.):

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Proposed Filming Locations (attach additional pages if necessary):

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Date(s) of Prep, Filming & Wrap:

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Primary Contact Name: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Location Manager (if different from Primary Contact) Name: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Production Company: \_\_\_\_\_

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

Village/State/Zip: \_\_\_\_\_

Web Site: \_\_\_\_\_

**Or**

**DESCRIPTION OF THE PROJECT** *(Attach additional sheets if necessary.)*

*[The page contains faint horizontal lines, suggesting it was part of a lined notebook or document.]*

[illegible]

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**PRODUCTION** (*Attach additional sheets if necessary.*)

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial or drone photography, amplified sound or use of animals: (give dates and times, hours should include prep, holding of sets, wrap and rain dates, if potentially needed)
2. Approximate number of persons involved with the production, including cast and crew:
3. Anticipated need of Village or County personnel, equipment or property:
4. Public areas in which public access will be restricted during production:
5. Describe alterations to public property:
6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:
7. Location where crew will be fed, if not at filming location:
8. Location where extras will be held, if not at filming location:
9. Please attach map of anticipated street closure(s) or other public area use.

Applicant (production company representative):

\_\_\_\_\_ Date: \_\_\_\_\_ Name

\_\_\_\_\_  
Title

Application approved by **Village of Salado** representative:

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

***The "Guidelines for Filming in Village of Salado, Texas" apply to all motion picture production in Village of Salado.***

***The Office of the Village Administrator may require the applicant to acknowledge receipt of the Guidelines prior to approving this application.***

# BOA Agenda Item Form



Date Submitted: October 3, 2022

Agenda Date Requested: October 6, 2022

**Project/Proposal Title:** CONSIDER ACTION  
REGARDING THE PROPOSED VILLAGE EMPLOYEE  
HOLIDAY SCHEDULE FOR FISCAL YEAR 2023

**Funds Required:**  
**Funds Available:**

**Council Action Requested:**

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

## Project/Proposal Summary:

This item was placed on the agenda to allow board members to discuss and consider approval of the following Village employee holiday schedule for Fiscal Year 2023.

<b><i>Designated Holiday</i></b>	<b><i>Date</i></b>
Columbus Day	Monday, October 10, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving	Thursday, November 24, 2022 Friday, November 25, 2022
Christmas	Friday, December 26, 2022
New Years	Monday, January 2, 2023
Martin Luther King Jr. Day	Monday, January 16, 2023
Presidents Day	Monday, February 20, 2023
Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Juneteenth	Monday, June 19, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023