

# Village Of Salado



**REGULAR BOARD OF ALDERMEN**  
**MEETING SALADO MUNICIPAL BUILDING**  
**301 N. STAGECOACH - SALADO, TEXAS**  
**March 21, 2024 6:30 P.M.**

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

**[www.youtube.com/@VillageofSalado](https://www.youtube.com/@VillageofSalado)**



*Join meeting 5 minutes before posted start time*

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## AGENDA

**CALL TO ORDER**

MARCH 21, 2024, AT 6:30 P.M.

**CALL OF ROLL**

VILLAGE SECRETARY

**INVOCATION**

MAYOR MICHAEL COGGIN

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

**1. CITIZENS COMMUNICATIONS**

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

**2. CONSENT AGENDA**

- (A) APPROVAL OF THE FINANCIAL STATEMENTS FOR THE VILLAGE OF SALADO.
- (B) APPROVAL OF MINUTES OF THE BOARD OF ALDERMEN MEETING ON MARCH 7, 2024.

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

**4. STATUS REPORTS**

- (A) VILLAGE ADMINISTRATOR'S REPORT
  - SALES TAX COLLECTIONS

**5. DISCUSSION AND POSSIBLE ACTION**

- (A) PRESENTATION BY MRB GROUP ON THE NEW CITY HALL AND POLICE BUILDING (BY TANYA MIKESKA-REED, AIA.).
- (B) DISCUSS AND CONSIDER POSSIBLE ACTION ON RATIFYING THE ENGAGEMENT AGREEMENT WITH BICKERSTAFF HEATH DELGADO ACOSTA LLP. (BY VILLAGE ADMINISTRATOR)
- (C) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A DECLARATION OF EMERGENCY AND DISASTER TO BE CAUSED BY THE APRIL 8<sup>TH</sup>, 2024, SOLAR ECLIPSE EVENT. (BY VILLAGE ADMINISTRATOR)

- (D) DISCUSS AND CONSIDER POSSIBLE ACTION THE 2024 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICAITONS RIGHT-OF-WAY ACCESS LINES RATES. (BY VILLAGE ADMINISTRATOR)
- (E) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT, TO CONSTRUCTION A 6-FOOT-WIDE SIDEWALK ALONG MILL CREEK DRIVE FROM CHISHOLM TRAIL TO THE EXISTING SIDEWALK AT N. MAIN STREET. (BY VILLAGE ADMINISTRATOR)
- (F) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBLE SIDEWALKS ADJACENT TO WILLIAMS ROAD FROM FM 2484 TO W. VILLAGE ROAD. (BY VILLAGE ADMINISTRATOR)
- (G) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING OPERATIONS MANAGEMENT INTERNATIONAL, INC.'S AMENDMENT NO. 3 TO THE AGREEMENT FOR OPERATONS, MAINTENANCE AND MANAGEMENT SERVICES FOR THE VILLAGE OF SALADO. (BY VILLAGE ADMINISTRATOR AND ANDREANA S. ALEXANDER, JACOBS, PROJECT MANAGER)
- (H) DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE NOTIFICATION FROM OPERATIONS MANAGEMENT INTERNATIONAL, INC. OF THE ANNUAL BASE FEE ADJUSTMENT FOR THE SIXTH CONTRACT YEAR BEGINNING APRIL 1, 2024, AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER AGREEMENT. (BY VILLAGE ADMINISTRATOR AND ANDREANA S. ALEXANDER, JACOBS, PROJECT MANAGER)

**6. EXECUTIVE SESSION**

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

- (A) SECTIONS 551.074. PERSONNEL MATTERS; CLOSED MEETING. TO DELIBERATE THE EMPLOYMENT, EVALUATION OF A PUBLIC OFFICER OR EMPLOYEE: THE VILLAGE ADMINISTRATOR.

**7. DISCUSSION AND POSSIBLE ACTION ON ITEMS FROM EXECUTIVE SESSION**

- (A) DISCUSS AND POSSIBLE ACTION ON AGENDA ITEM 6(A).

## ADJOURNMENT

### NOTE

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

### **CERTIFICATION**

I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Salado Municipal Building on March 18, 2024, by 5:00 p.m.



\_\_\_\_\_  
Debra Bean, City Secretary

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



1999 Bryan Street, Suite 1200  
Dallas, Texas 75201  
United States

February 26, 2024

Manuel De La Rosa  
Village of Salado  
301 N. Stagecoach Road  
Salado, Texas 76571

Dear Mr. De La Rosa:

This letter serves as notification of the annual base fee adjustment for the sixth contract year beginning April 1, 2024.

The new Base Fee for the sixth contract year shall be \$185,311. This represents a 4.58% increase over the fifth year's Base Fee of \$177,191. We have adjusted the Base Fee per Appendix D.2.1 of the Agreement between the Village of Salado and Operations Management International, Inc.

These new fees will be used to calculate the monthly invoices for the contract year beginning April 1, 2024. We have attached a copy of the CPI table for your review.

Sincerely,

*Andreana S. Alexander*

Andreana S. Alexander  
Project Manager

Both parties indicate their approval of the above described services by their signature below.

Operations Management International, Inc.

Village of Salado, Texas

\_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## CPI – All Urban Consumers (Current Series)

### 12-Month Percent Change

**Series Id:** CUUR0000SEHG01

Not Seasonally Adjusted

**Series Title:** Water and sewerage maintenance in U.S. city average, all urban consumers, not seasonally adjusted

**Area:** U.S. city average

**Item:** Water and sewerage maintenance

**Base Period:** 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	561.114	561.677	563.105	565.47	565.803	567.442	568.911	570.069	571.018	572.912	574.691	575.232
2020	577.441	578.838	580.394	581.757	582.322	583.204	585.456	589.444	589.992	590.957	592.998	594.169
2021	596.237	597.584	598.452	599.614	600.405	602.795	605.224	607.339	607.938	609.541	610.952	611.944
2022	620.547	622.672	621.92	623.653	624.129	626.248	629.717	635.522	636.951	636.111	637.882	639.319
2023	646.581	651.274	652.403	653.74	654.537	657.11	659.223	665.008	666.141			

# BOA Agenda Item #2(A)



Date Submitted:

Agenda Date Requested: March 21, 2024

Agenda Item Number: 2(A)  
Project/Proposal Title: CONSENT AGENDA

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

APPROVAL OF THE FINANCIAL STATEMENTS FOR THE VILLAGE OF SALADO.

Village of Salado-General Fund  
Balance Sheet  
As of February 29, 2024

	<u>Feb 29, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1002 · Horizon GF Operating xxx8101	1,447,063.23
1003 · Horizon Payroll xxx9962	50,042.56
1004 · Horizon Forfeiture xxx3514	6,505.65
1006 · Horizonx1297AllAbilitiesPlaygro	9,184.02
1099 · Petty Cash	100.00
<b>Total Checking/Savings</b>	<u>1,512,895.46</u>
<b>Other Current Assets</b>	
<b>1100 · Investments</b>	
1120 · TexPool	4,720.95
<b>Total 1100 · Investments</b>	<u>4,720.95</u>
<b>1200 · Other receivables</b>	
1213 · Credit Card Payments Receivable	2,342.48
1215 · Property Tax Receivable	15,546.68
1217 · Franchise Fee Receivable	37,406.04
1218 · Sales Tax Receivable	140,223.86
1219 · Mixed Beverage Receivable	6,178.69
<b>Total 1200 · Other receivables</b>	<u>201,697.75</u>
<b>1205 · Due To/From Other Funds</b>	
1224 · Due From WW Operations	522,630.92
1206 · Due From Fund 200 - Hotel/Motel	33,996.87
<b>Total 1205 · Due To/From Other Funds</b>	<u>556,627.79</u>
<b>Total Other Current Assets</b>	<u>763,046.49</u>
<b>Total Current Assets</b>	<u>2,275,941.95</u>
<b>Fixed Assets</b>	
1700 · Land	45,576.83
1705 · Building	384,593.71
1730 · Machinery & Equipment	599,516.34
1740 · Infrastructure	1,851,720.70
1799 · Accumulated Depreciation	-998,344.26
<b>Total Fixed Assets</b>	<u>1,883,063.32</u>
<b>Other Assets</b>	
1800 · Construction in Progress	239,571.84
<b>Total Other Assets</b>	<u>239,571.84</u>
<b>TOTAL ASSETS</b>	<u><u>4,398,577.11</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
	232,291.47
<b>Other Current Liabilities</b>	
2050 · Accrued Wages	17,332.84
2100 · Payroll Liabilities	7,266.86
2111 · Direct Deposit Liabilities	-25,812.69
2200 · Due to other funds	
2201 · Due to I&S	103,770.61
<b>Total 2200 · Due to other funds</b>	<u>103,770.61</u>



10:25 PM  
03/12/24  
Accrual Basis

Village of Salado-General Fund  
Balance Sheet  
As of February 29, 2024

	<u>Feb 29, 24</u>
2300 · Unearned ARPA Grant Revenue	
2300.1 · ARPA Funding	588,413.30
2300.2 · ARPA Expenditures	<u>-265,507.69</u>
Total 2300 · Unearned ARPA Grant Revenue	322,905.61
2301 · Escrow- Subdivision	995,625.08
2700 · Deferred Revenue	
2704 · Deferred Revenue - Ad Valorem	<u>13,795.67</u>
Total 2700 · Deferred Revenue	13,795.67
2899 · Reserved-LTPDF TruancyPrevFund	2,767.99
2900 · Reserved- Security Fee	4,336.99
2861 · Reserved Child Safety Fee	4,931.29
2862 · Reserved- Technology Fund	7,516.21
2864 · Reserved- Opioid Abatement	<u>1,007.69</u>
Total Other Current Liabilities	1,455,444.15
Total Current Liabilities	<u>1,687,735.62</u>
Total Liabilities	1,687,735.62
Equity	
3110 · Investments in Fixed Assets	2,122,635.16
32000 · Retained Earnings	978,952.29
Net Income	<u>-390,745.96</u>
Total Equity	<u>2,710,841.49</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>4,398,577.11</u></u></b>

**Village of Salado-General Fund  
 Profit & Loss Budget Performance  
 October 2023 through February 2024**

Ordinary Income/Expense	<u>Oct '23 - Feb 24</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Income</b>			
<b>4000 · GENERAL FUND REVENUE</b>			
<b>4100 · Tax Revenue</b>			
4115 · Property Taxes	578,598.00	517,826.30	111.74%
4120 · Sales Tax Earned	378,525.84	850,000.00	44.53%
4130 · Mixed Beverages	18,112.34	40,000.00	45.28%
<b>Total 4100 · Tax Revenue</b>	<u>975,236.18</u>	<u>1,407,826.30</u>	<u>69.27%</u>
<b>4150 · Franchise Fees</b>			
4160 · Electric Franchise	0.00	140,000.00	0.0%
4165 · Telephone Franchise	3,968.16	23,000.00	17.25%
4170 · Waste Disposal Franchise Fee	6,266.03	30,000.00	20.89%
4175 · Cable Franchise	7,412.08	32,000.00	23.16%
4180 · Water Franchise	24,487.78	43,000.00	56.95%
<b>Total 4150 · Franchise Fees</b>	<u>42,134.05</u>	<u>268,000.00</u>	<u>15.72%</u>
<b>4200 · Licenses, Permits, and Fees</b>			
4210 · Sign Permit / Misc	60.00	500.00	12.0%
4215 · Service Fees (Burn)	120.00	250.00	48.0%
4216 · Service Fees (Itinerant Vendor)	625.00	2,000.00	31.25%
4230 · Building Permit Fees	33,309.99	120,000.00	27.76%
4260 · Certificate of Occupancy	580.00	5,000.00	11.6%
4270 · Contractor Registration	2,715.00	12,000.00	22.63%
4280 · Other Permit Fees	200.00		
<b>Total 4200 · Licenses, Permits, and Fees</b>	<u>37,609.99</u>	<u>139,750.00</u>	<u>26.91%</u>
<b>4300 · Service Fees</b>			
4310 · Subdiv/Plats/Waivers/Exceptions	8,920.00	38,500.00	23.17%
4315 · Zoning/Variances	250.00	1,200.00	20.83%
4320 · Pace Park Rental Fees	-28.00	3,500.00	-0.8%
4330 · LEOSE	0.00	910.00	0.0%
4340 · Crash Report Fees	228.00	250.00	91.2%
<b>Total 4300 · Service Fees</b>	<u>9,370.00</u>	<u>44,360.00</u>	<u>21.12%</u>
<b>4700 · Investment and other income</b>			
4780 · Interest Income	8,805.09	9,300.00	94.68%
4790 · Other Income			
4790.3 · Other- Community Garden	40.00		
4790 · Other Income - Other	74,499.00	50,000.00	149.0%
<b>Total 4790 · Other Income</b>	<u>74,539.00</u>	<u>50,000.00</u>	<u>149.08%</u>
<b>Total 4700 · Investment and other income</b>	<u>83,344.09</u>	<u>59,300.00</u>	<u>140.55%</u>
<b>4400 · Fines and Forfeitures</b>			
4425 · Court Fines	27,731.40	62,500.00	44.37%
4427 · Court Costs- State Comptroller	-1,670.64		
<b>Total 4400 · Fines and Forfeitures</b>	<u>26,060.76</u>	<u>62,500.00</u>	<u>41.7%</u>

**Village of Salado-General Fund**  
**Profit & Loss Budget Performance**  
October 2023 through February 2024

	<u>Oct '23 - Feb 24</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Total 4000 · GENERAL FUND REVENUE</b>	<b>1,173,755.07</b>	<b>1,981,736.30</b>	<b>59.23%</b>
<b>Total Income</b>	<b>1,173,755.07</b>	<b>1,981,736.30</b>	<b>59.23%</b>
<b>Expense</b>			
<b>GENERAL FUND EXPENDITURES</b>			
<b>5000 · ADMINISTRATION DEPARTMENT</b>			
<b>5100 · Personnel Services</b>			
5101 · Village Administrator Salary	72,950.20	150,000.00	48.63%
5102 · City Secretary Salary	15,437.32	74,500.00	20.72%
5103 · Assistant Village Administrator	37,036.50	80,080.00	46.25%
5104 · Receptionist Salary	900.00	21,000.00	4.29%
5121 · Payroll Tax- MC Admin	1,831.92	5,071.78	36.12%
5122 · Payroll Tax- SS Admin	7,833.01	21,686.23	36.12%
5123 · Payroll Tax- TWC Admin	27.90	45.00	62.0%
5126 · TMRS Contributions- Admin	11,911.46	23,567.29	50.54%
5127 · Health Care- Admin	10,067.38	37,013.82	27.2%
5128 · Pay Comparability Adjustment	2,000.00	2,000.00	100.0%
<b>Total 5100 · Personnel Services</b>	<b>159,995.69</b>	<b>414,964.12</b>	<b>38.56%</b>
<b>5200 · Services</b>			
5201 · Meeting Expense	340.99	250.00	136.4%
5202 · Bell Co Health Svcs Contracts	5,994.00	6,500.00	92.22%
5203 · Printing Expense	364.00	500.00	72.8%
5204 · Telephone	1,380.69	3,750.00	36.82%
5205 · Equipment - Leased / Rented	1,654.50	3,909.15	42.32%
5206 · Interest Exp/Bank Fees	414.29	750.00	55.24%
5207 · BELLCAD	10,214.84	12,100.00	84.42%
5214 · Utilities	3,097.69	6,126.12	50.57%
5215 · Janitorial	1,185.00	2,844.00	41.67%
<b>Total 5200 · Services</b>	<b>24,646.00</b>	<b>36,729.27</b>	<b>67.1%</b>
<b>5216 · Professional Fees</b>			
5216-3 · Profess Fees - Accounting	30,620.00	52,100.00	58.77%
5216-4 · Profess Fees - Inspections	20,082.51	98,407.99	20.41%
5216-5 · Profess. Fees - Legal	25,024.43	42,500.00	58.88%
<b>Total 5216 · Professional Fees</b>	<b>75,726.94</b>	<b>193,007.99</b>	<b>39.24%</b>
<b>5300 · Other Services &amp; Charges</b>			
5301 · Election Expenses	0.00	4,650.00	0.0%
5304 · Office Supplies	1,046.32	4,000.00	26.16%
5305 · Postage	481.85	3,000.00	16.06%
5306 · Building Supplies	0.00	250.00	0.0%
5307 · Building & Equipment - R & M	629.50	1,500.00	41.97%
5309 · Website	2,783.34	3,100.00	89.79%
5310 · Public Notices	983.00	2,000.00	49.15%
5311 · Insurance (TML Property & GL)	49,948.74	50,000.00	99.9%

**Village of Salado-General Fund  
Profit & Loss Budget Performance  
October 2023 through February 2024**

	<u>Oct '23 - Feb 24</u>	<u>Budget</u>	<u>% of Budget</u>
5312 · Dues and Subscriptions	1,141.92	2,500.00	45.68%
5313 · Training & Travel	50.00	500.00	10.0%
5319 · Technology	11,688.67	25,000.00	46.76%
5320 · Special Projects	27,137.03	65,833.20	41.22%
<b>Total 5300 · Other Services &amp; Charges</b>	<b>95,890.37</b>	<b>162,333.20</b>	<b>59.07%</b>
<b>5400 · Capital Outlay</b>			
5401 · Equipment (IT)	0.00	4,000.00	0.0%
<b>Total 5400 · Capital Outlay</b>	<b>0.00</b>	<b>4,000.00</b>	<b>0.0%</b>
<b>Total 5000 · ADMINISTRATION DEPARTMENT</b>	<b>356,259.00</b>	<b>811,034.58</b>	<b>43.93%</b>
<b>5500 · DEVELOPMENT SERVICES DEPARTMENT</b>			
<b>5501 · Personnel Services</b>			
5502 · Permit Clerk Salary	17,136.00	44,561.92	38.45%
5503 · Payroll Tax- MC Dev Svcs	248.47	646.15	38.45%
5504 · Payroll Tax- SS Dev Svcs	1,062.43	2,762.84	38.45%
5505 · Payroll Tax- TWC Dev Svcs	6.85	9.00	76.11%
5506 · TMRS Contributions- Dev Svcs	1,474.34	2,825.23	52.19%
5507 · Health Care- Dev Svcs	5,295.42	10,575.44	50.07%
<b>Total 5501 · Personnel Services</b>	<b>25,223.51</b>	<b>61,380.58</b>	<b>41.09%</b>
<b>5600 · Other Services &amp; Charges</b>			
5601 · Travel & Training	0.00	500.00	0.0%
<b>Total 5600 · Other Services &amp; Charges</b>	<b>0.00</b>	<b>500.00</b>	<b>0.0%</b>
<b>5700 · Professional Fees</b>			
5701 · General Engineering	13,140.52	30,000.00	43.8%
5702 · Zoning/Annexation	0.00	5,000.00	0.0%
5703 · Engineering- Plat Review	25,797.93	35,000.00	73.71%
<b>Total 5700 · Professional Fees</b>	<b>38,938.45</b>	<b>70,000.00</b>	<b>55.63%</b>
<b>Total 5500 · DEVELOPMENT SERVICES DEPARTMENT</b>	<b>64,161.96</b>	<b>131,880.58</b>	<b>48.65%</b>
<b>6000 · PUBLIC SAFETY DEPARTMENT</b>			
<b>6200 · Police Department</b>			
<b>6201 · Personnel Services</b>			
6202 · Salary - Chief of Police	39,445.00	103,000.00	38.3%
6203 · Salary- Sergeant	27,648.00	66,560.00	41.54%
6204 · Salary / Wages - Officers	97,268.38	334,600.00	29.07%
6205 · Officers - Overtime	5,374.90	10,000.00	53.75%
6206 · Longevity & Certif Pay	3,023.04	10,915.08	27.7%
6207 · Payroll Tax- MC PD	2,474.78	7,613.59	32.51%
6208 · Payroll Tax- SS PD	10,581.85	32,554.65	32.51%
6209 · Payroll Tax- TWC PD	59.22	90.00	65.8%
6210 · TMRS Contributions- PD	15,053.19	33,289.76	45.22%
6211 · Health Care- PD	39,199.24	84,603.52	46.33%
<b>Total 6201 · Personnel Services</b>	<b>240,127.60</b>	<b>683,226.60</b>	<b>35.15%</b>
<b>6212 · Services</b>			

Village of Salado-General Fund  
Profit & Loss Budget Performance  
October 2023 through February 2024

	<u>Oct '23 - Feb 24</u>	<u>Budget</u>	<u>% of Budget</u>
6213 · Telephone	3,024.83	11,333.00	26.69%
6214 · Utilities	1,927.37	4,000.00	48.18%
6215 · Janitorial	750.00	1,800.00	41.67%
6215.1 · Technology- PD	160.00	50,000.00	0.32%
<b>Total 6212 · Services</b>	<b>5,862.20</b>	<b>67,133.00</b>	<b>8.73%</b>
<b>6216 · Other Services &amp; Charges</b>			
6217 · Ammunition	1,297.34	2,000.00	64.87%
6218 · Crime Prevention Supplies	0.00	3,000.00	0.0%
6219 · Auto Expenses	12,900.84	42,500.00	30.36%
6220 · Supplies	1,385.26	8,000.00	17.32%
6221 · Equipment Maintenance & Repair	0.00	1,000.00	0.0%
6222 · Building R & M	0.00	500.00	0.0%
6223 · Dues & Subscriptions	5,912.50	8,500.00	69.56%
6224 · Animal Control	0.00	2,500.00	0.0%
6224.1 · Travel & Training	1,775.42	1,500.00	118.36%
<b>Total 6216 · Other Services &amp; Charges</b>	<b>23,271.36</b>	<b>69,500.00</b>	<b>33.48%</b>
<b>6225 · Police - Capital Outlay</b>			
6226 · Capital Outlay- PD Vehicles	24,077.12	97,045.05	24.81%
6227 · Capital Outlay- PD Equipment	4,020.03	12,500.00	32.16%
6228 · Cap O/L- Vehicle Rplcmnt Prgrm	0.00	5,000.00	0.0%
6229 · Capital Outlay- IT	0.00	15,000.00	0.0%
<b>Total 6225 · Police - Capital Outlay</b>	<b>28,097.15</b>	<b>129,545.05</b>	<b>21.69%</b>
<b>Total 6200 · Police Department</b>	<b>297,358.31</b>	<b>949,404.65</b>	<b>31.32%</b>
<b>6500 · Municipal Court</b>			
<b>6550 · Professional Fees</b>			
6551 · Judicial Services	4,000.00	11,000.00	36.36%
6552 · Prosecutor	5,292.00	18,900.00	28.0%
<b>Total 6550 · Professional Fees</b>	<b>9,292.00</b>	<b>29,900.00</b>	<b>31.08%</b>
<b>6570 · Other Services &amp; Charges</b>			
6571 · Supplies	165.00	250.00	66.0%
6573 · Dues and Subscriptions	0.00	2,500.00	0.0%
6575 · Travel and Training	0.00	1,000.00	0.0%
<b>Total 6570 · Other Services &amp; Charges</b>	<b>165.00</b>	<b>3,750.00</b>	<b>4.4%</b>
<b>Total 6500 · Municipal Court</b>	<b>9,457.00</b>	<b>33,650.00</b>	<b>28.1%</b>
<b>Total 6000 · PUBLIC SAFETY DEPARTMENT</b>	<b>306,815.31</b>	<b>983,054.65</b>	<b>31.21%</b>
<b>7000 · PUBLIC WORKS DEPARTMENT</b>			
<b>7001 · Personnel Services</b>			
7002 · Wages- Maintenance Worker	13,912.00	36,168.70	38.46%
7004 · Maintenance Worker- Overtime	156.54	2,500.00	6.26%
7005 · Payroll Tax- MC Maint	204.00	560.70	36.38%
7006 · Payroll Tax- SS Maint	872.25	2,397.46	36.38%
7007 · Payroll Tax- TWC Maint	5.72	9.00	63.56%

**Village of Salado-General Fund  
Profit & Loss Budget Performance  
October 2023 through February 2024**

	<u>Oct '23 - Feb 24</u>	<u>Budget</u>	<u>% of Budget</u>
7008 · TMRS Contributions- Maint	1,215.94	2,451.60	49.6%
7009 · Healthcare- Maintenance	5,167.40	10,575.44	48.86%
<b>Total 7001 · Personnel Services</b>	<b>21,533.85</b>	<b>54,662.90</b>	<b>39.39%</b>
7015 · Other Services & Charges			
7016 · Maint- Uniforms and Boots	0.00	1,500.00	0.0%
7017 · Telephone	215.46	1,500.00	14.36%
<b>Total 7015 · Other Services &amp; Charges</b>	<b>215.46</b>	<b>3,000.00</b>	<b>7.18%</b>
<b>Total 7000 · PUBLIC WORKS DEPARTMENT</b>	<b>21,749.31</b>	<b>57,662.90</b>	<b>37.72%</b>
<b>8000 · PARKS DEPARTMENT</b>			
8001 · Services			
8002 · Utilities	5,373.21	2,500.00	214.93%
<b>Total 8001 · Services</b>	<b>5,373.21</b>	<b>2,500.00</b>	<b>214.93%</b>
8010 · Other Services & Charges			
8011 · Supplies	250.00	5,000.00	5.0%
8012 · Auto Expenses	0.00		
8014 · Contract Services	6,000.00	7,500.00	80.0%
<b>Total 8010 · Other Services &amp; Charges</b>	<b>6,250.00</b>	<b>12,500.00</b>	<b>50.0%</b>
8030 · Capital Outlay- Parks	0.00	30,000.00	0.0%
<b>Total 8000 · PARKS DEPARTMENT</b>	<b>11,623.21</b>	<b>45,000.00</b>	<b>25.83%</b>
<b>9000 · STREET DEPARTMENT</b>			
9001 · Other Services & Charges			
9002 · Contract Services	30,957.43	110,000.00	28.14%
9003 · Signage	0.00	5,000.00	0.0%
9004 · Auto Expense	243.07	500.00	48.61%
9006 · Street Supplies	7,438.55	7,500.00	99.18%
<b>Total 9001 · Other Services &amp; Charges</b>	<b>38,639.05</b>	<b>123,000.00</b>	<b>31.41%</b>
9050 · Services			
9051 · Utilities	8,372.83	25,000.00	33.49%
<b>Total 9050 · Services</b>	<b>8,372.83</b>	<b>25,000.00</b>	<b>33.49%</b>
9500 · Capital Outlay			
9501 · Capital Outlay- Streets	255,588.36	200,000.00	127.79%
9503 · Capital Outlay- Other	26,273.50		
<b>Total 9500 · Capital Outlay</b>	<b>281,861.86</b>	<b>200,000.00</b>	<b>140.93%</b>
<b>Total 9000 · STREET DEPARTMENT</b>	<b>328,873.74</b>	<b>348,000.00</b>	<b>94.5%</b>
<b>Total GENERAL FUND EXPENDITURES</b>	<b>1,089,482.53</b>	<b>2,376,632.71</b>	<b>45.84%</b>
<b>Total Expense</b>	<b>1,089,482.53</b>	<b>2,376,632.71</b>	<b>45.84%</b>
<b>Net Ordinary Income</b>	<b>84,272.54</b>	<b>-394,896.41</b>	<b>-21.34%</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
97500 · Use of Fund Balance	0.00	384,846.41	0.0%
97501 · Use of Hotel Occupancy Tax Fund	0.00	10,050.00	0.0%

**Village of Salado-General Fund**  
**Profit & Loss Budget Performance**  
 October 2023 through February 2024

	<u>Oct '23 - Feb 24</u>	<u>Budget</u>	<u>% of Budget</u>
Total Other Income	0.00	394,896.41	0.0%
Other Expense			
98000 · Transfers Out			
98007 · Xfer to All Abil. PG Fund	475,018.50		
Total 98000 · Transfers Out	<u>475,018.50</u>		
Total Other Expense	<u>475,018.50</u>		
Net Other Income	<u>-475,018.50</u>	394,896.41	-120.29%
Net Income	<u><u>-390,745.96</u></u>	<u><u>0.00</u></u>	<u><u>100.0%</u></u>

Village of Salado-General Fund  
Check Listing  
As of February 29, 2024

Date	Num	Name	Memo	Amount
02/01/2024	4903	Standard Insurance Company RC	Employee Life/AD&D	614.89
02/01/2024	Draft	Cirro Energy	Utilities: Electric	63.42
02/01/2024	Draft	Cirro Energy	Utilities: Electric	10.92
02/01/2024	Draft	Cirro Energy	Utilities: Electric	28.09
02/01/2024	Draft	Cirro Energy	Utilities: Electric	93.93
02/01/2024	Draft	Cirro Energy	Utilities: Electric	303.48
02/01/2024	Draft	Cirro Energy	Utilities: Electric	510.78
02/01/2024	Draft	Cirro Energy	Utilities: Electric	46.55
02/01/2024	Draft	Cirro Energy	Utilities: Electric	45.75
02/01/2024	Draft	Cirro Energy	Utilities: Electric	46.31
02/01/2024	Draft	Cirro Energy	Utilities: Electric	14.45
02/01/2024	Draft	Cirro Energy	Utilities: Electric	1,094.64
02/05/2024	4904	CBS Construction LLC	Culvert Clean Out- Mill Creek Drive	100.00
02/08/2024	4905	Bureau Veritas	Inspection Services	603.03
02/08/2024	4906	CAP Fleet Upfitters	PD Vehicle Upfitting	4,894.00
02/08/2024	4907	Extraco Technology	Monthly IT Support	1,467.50
02/08/2024	4908	Kelly Wisniewski	Contract Labor- 25 Hours, \$15/hr	375.00
02/08/2024	4909	Kristi Stegall	Professional Fees: Accounting January 2024	3,710.00
02/08/2024	Draft	Cirro Energy	Utilities: Electric	45.09
02/12/2024	4910	Axon Enterprise, Inc.	Taser 7 Certification Bundle	4,020.03
02/12/2024	4911	Eagle Disposal	Utilities: Waste Disposal	112.50
02/12/2024	4912	Fuelman	Fuel Purchases	1,776.05
02/12/2024	4913	Grande Communications Network LLC	Telephone/Internet	224.58
02/12/2024	4914	Keith's Ace Hardware	R&M Supplies	1,465.43
02/12/2024	4915	Verizon Wireless	Village Cell Phones	604.31
02/12/2024	4916	Johnson Bros. Ford	PD Vehicle Repairs	359.57
02/22/2024	4918	Salado I.S.D.	Child Safety Funds from Bell County, for Crossing Guard Program FY23	2,720.65
02/22/2024	4917	Card Service Center	January Credit Card Transactions	3,917.84
02/22/2024	4919	Kelly Wisniewski	Contract Labor- 32 Hours, \$15/hr	480.00
02/22/2024	4920	MRB Group	Professional Fees: Engineering	55,086.94
02/23/2024	Draft	Standard Insurance Company RC	Employee Life/AD&D	504.64
02/23/2024	Draft	Guardian	Employee Dental/Vision	1,077.50
02/26/2024	4921	Armstrong, Vaughan & Associates, P.C.	FY 22-23 Audit and Financial Stmt Preparation	13,400.00
02/26/2024	4923	Clifford Lee Coleman	Judicial Services for February 2024	800.00
02/26/2024	4924	Grande Communications Network LLC	PD Telephone and Internet	200.19
02/26/2024	4925	InHouse Systems, Inc.	Municipal Bldg Alarm System Monitoring: 2/1/24 - 4/30/24	59.85
02/26/2024	4926	Kologik LLC	COPsync Software 2/21/24 - 2/20/25	5,912.50
02/29/2024	4927	Blue Cross and Blue Shield of Texas	Employee Health Care Monthly Premiums- March '24	11,671.94
02/29/2024	4928	Jani-King of Austin	March 2024 Contracted Services	387.00
02/29/2024	4929	Xerox Financial Services	Copier Lease Payment- March '24	275.75
02/29/2024	4930	Cameron Country	PD Vehicle Balance Due	2,608.00
				<u>121,733.10</u>
				<u>121,733.10</u>



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Accrual Basis

Village of Salado, Hotel-Motel Fund

Balance Sheet

As of February 29, 2024

	<u>Feb 29, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1005 · Horizon Operating xxx0314	334,579.96
<b>Total Checking/Savings</b>	<u>334,579.96</u>
<b>Other Current Assets</b>	
1200 · AR Taxes	33,828.90
1100 · Investments	
1120 · TexPool	5,655.33
<b>Total 1100 · Investments</b>	<u>5,655.33</u>
1500 · Petty Cash	100.00
<b>Total Other Current Assets</b>	<u>39,584.23</u>
<b>Total Current Assets</b>	<u>374,164.19</u>
<b>TOTAL ASSETS</b>	<u><u>374,164.19</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	-699.00
<b>Other Current Liabilities</b>	
2050 · Accrued Wages	1,980.68
2400 · Reserve For Trolley Project	6,675.00
2200 · Due To Other Funds	
2201 · Due to GF	33,996.87
<b>Total 2200 · Due To Other Funds</b>	<u>33,996.87</u>
<b>Total Other Current Liabilities</b>	<u>42,652.55</u>
<b>Total Current Liabilities</b>	<u>41,953.55</u>
<b>Total Liabilities</b>	41,953.55
<b>Equity</b>	
32000 · Retained Earnings	339,501.67
Net Income	-7,291.03
<b>Total Equity</b>	<u>332,210.64</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>374,164.19</u></u>

Village of Salado, Hotel-Motel Fund  
Profit & Loss Budget Performance  
October 2023 through February 2024

	Oct '23 - Feb 24	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>4000 · HOT FUND REVENUE</b>			
4100 · County Hotel Occupancy Tax	0.00	4,000.00	0.0%
4200 · Occupancy Tax	102,790.03	260,000.00	39.54%
4300 · Other Income	2,149.01		
<b>Total 4000 · HOT FUND REVENUE</b>	<b>104,939.04</b>	<b>264,000.00</b>	<b>39.75%</b>
<b>Total Income</b>	<b>104,939.04</b>	<b>264,000.00</b>	<b>39.75%</b>
<b>Expense</b>			
<b>5000 · HOT FUND EXPENDITURES</b>			
<b>5001 · Personnel Services</b>			
5002 · Salary- Marketing Specialist	24,248.10	54,335.00	44.63%
5003 · Wages- Visitors Ctr Coordinator	13,872.00	36,056.59	38.47%
5004 · Payroll Tax- MC	504.17	1,310.68	38.47%
5005 · Payroll Tax- SS	2,155.74	5,604.28	38.47%
5006 · Payroll Tax- TWC	16.96	18.00	94.22%
5007 · TMRS Contribution	2,991.64	5,730.83	52.2%
5008 · Health Care	13,965.31	21,150.88	66.03%
<b>Total 5001 · Personnel Services</b>	<b>57,753.92</b>	<b>124,206.26</b>	<b>46.5%</b>
<b>5050 · Other Charges &amp; Services</b>			
5051 · Lease- Visitors Center	7,585.00	18,204.00	41.67%
5052 · Marketing	33,825.40	100,000.00	33.83%
5053 · Office Supplies	40.55	500.00	8.11%
5054 · Arts- Cultural District	6,000.00	20,000.00	30.0%
5054.1 · Music Friendly Program	1,054.84	10,000.00	10.55%
5055 · Printing	42.00	3,500.00	1.2%
5056 · Postage	0.00	1,500.00	0.0%
5057 · Dues & Subscriptions	2,970.00	2,500.00	118.8%
5058 · Travel & Training	501.20	5,000.00	10.02%
5059 · Vehicle Maintenance	0.00	1,000.00	0.0%
5061 · Community Grant Program	0.00	10,000.00	0.0%
<b>Total 5050 · Other Charges &amp; Services</b>	<b>52,018.99</b>	<b>172,204.00</b>	<b>30.21%</b>
<b>5100 · Capital Outlay</b>			
5110 · Capital Outlay- Equipment	2,457.16	4,000.00	61.43%
<b>Total 5100 · Capital Outlay</b>	<b>2,457.16</b>	<b>4,000.00</b>	<b>61.43%</b>
<b>Total 5000 · HOT FUND EXPENDITURES</b>	<b>112,230.07</b>	<b>300,410.26</b>	<b>37.36%</b>
<b>Total Expense</b>	<b>112,230.07</b>	<b>300,410.26</b>	<b>37.36%</b>
<b>Net Ordinary Income</b>	<b>-7,291.03</b>	<b>-36,410.26</b>	<b>20.03%</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
98000 · Transfer from HOT Fund Balance	0.00	46,460.26	0.0%
<b>Total Other Income</b>	<b>0.00</b>	<b>46,460.26</b>	<b>0.0%</b>
<b>Other Expense</b>			
99500 · Transfer Out to General Fund	0.00	10,050.00	0.0%
<b>Total Other Expense</b>	<b>0.00</b>	<b>10,050.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>36,410.26</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-7,291.03</b>	<b>0.00</b>	<b>100.0%</b>

Village of Salado, Hotel-Motel Fund  
**Check Listing**  
As of February 29, 2024

Date	Num	Name	Memo	Amount
02/05/2024	1926	Christopher Ventura	Map Design Vector Re-Creation and Multiple Edit Rounds	340.00
02/08/2024	1927	Salado Legacy, Inc.	Reimbursement for Facebook Ads for Festival	258.00
02/15/2024	1928	Primary Media	Billboard	875.00
02/22/2024	1931	April Walker-Davis	Mileage Reimbursement	98.76
02/22/2024	1929	Anderson Marketing Group	Salado Positioning Project, Second 1/3	2,541.67
02/22/2024	1930	FM 158 Land, Ltd.	Digital Advertising	2,000.00
02/26/2024	1932	Salado Chamber of Commerce	Tourism Lease at Visitor's Center	1,517.00
				<u>7,630.43</u>
				<u><b>7,630.43</b></u>

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Village of Salado- 400 Wastewater System Revenue

03/12/24

Balance Sheet

Accrual Basis

As of February 29, 2024

	<u>Feb 29, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Horizon Account x353	41,793.74
<b>Total Checking/Savings</b>	41,793.74
<b>Accounts Receivable</b>	17,105.85
<b>Other Current Assets</b>	
Accounts Receivable- Sewer Conn	14,929.00
Allowance for Doubtful Accounts	-12,025.48
<b>Total Other Current Assets</b>	2,903.52
<b>Total Current Assets</b>	61,803.11
<b>TOTAL ASSETS</b>	<u><u>61,803.11</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	31.11
<b>Other Current Liabilities</b>	
Accrued Interest	11,843.00
Due to General Fund	522,630.92
<b>Total Other Current Liabilities</b>	534,473.92
<b>Total Current Liabilities</b>	534,505.03
<b>Total Liabilities</b>	534,505.03
<b>Equity</b>	
Retained Earnings	-343,690.15
Net Income	-129,011.77
<b>Total Equity</b>	-472,701.92
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>61,803.11</u></u>

Village of Salado- 400 Wastewater System Revenue  
**Profit & Loss Budget Performance**  
October 2023 through February 2024

	<u>Oct '23 - Feb 24</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Monthly Service Fees</b>	101,953.17	307,141.92	33.19%
<b>Interest Income</b>	142.99	40.00	357.48%
<b>Total Income</b>	<u>102,096.16</u>	<u>307,181.92</u>	<u>33.24%</u>
<b>Expense</b>			
<b>Misc</b>	0.00	1,460.00	0.0%
<b>Maintenance Contractor</b>	88,595.33	182,401.62	48.57%
<b>Professional Fees- Engineering</b>	66,518.18	5,000.00	1,330.36%
<b>Repairs</b>	20,168.19	15,000.00	134.46%
<b>Sludge Disposal</b>	0.00	7,500.00	0.0%
<b>Supplies</b>	0.00	25,000.00	0.0%
<b>TCEQ Fees</b>	1,250.00	1,250.00	100.0%
<b>Utilities</b>			
<b>Utilities- Electric</b>	53,899.07	61,950.00	87.0%
<b>Utilities- Water</b>	677.16	2,100.00	32.25%
<b>Total Utilities</b>	<u>54,576.23</u>	<u>64,050.00</u>	<u>85.21%</u>
<b>Capital Outlay- GIS Map</b>	0.00	31,000.00	0.0%
<b>Total Expense</b>	<u>231,107.93</u>	<u>332,661.62</u>	<u>69.47%</u>
<b>Net Ordinary Income</b>	<u>-129,011.77</u>	<u>-25,479.70</u>	<u>506.33%</u>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
<b>Transfer In</b>	0.00	31,000.00	0.0%
<b>Total Other Income</b>	<u>0.00</u>	<u>31,000.00</u>	<u>0.0%</u>
<b>Net Other Income</b>	<u>0.00</u>	<u>31,000.00</u>	<u>0.0%</u>
<b>Net Income</b>	<u><u>-129,011.77</u></u>	<u><u>5,520.30</u></u>	<u><u>-2,337.04%</u></u>

**Village of Salado- 400 Wastewater System Revenue**  
**Check Listing**  
**As of February 29, 2024**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
02/01/2024	100328	Mr. Rooter of Central Texas	Sewer Line Repair- Salado Plaza Drive	12,131.82
02/01/2024	Draft	Cirro- USR Electrical	Cirro Electric- Waste Water 1414 Royal St. Lift Station	47.85
02/08/2024	100329	CH2MHILL OMI	Contracted Services- March 2024	14,765.89
02/26/2024	Draft	Cirro- USR Electrical	Cirro Electric- Waste Water Facilities Accounts	9,589.25
				<u>36,534.81</u>
				<u><b>36,534.81</b></u>

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03/12/24

Accrual Basis

Village of Salado- 500 Wastewater Customer Deposits

Balance Sheet

As of February 29, 2024

	<u>Feb 29, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Horizon x317	13,403.12
<b>Total Checking/Savings</b>	<u>13,403.12</u>
<b>Total Current Assets</b>	<u>13,403.12</u>
<b>TOTAL ASSETS</b>	<u><u>13,403.12</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Wastewater Customer Deposits	13,430.00
<b>Total Other Current Liabilities</b>	<u>13,430.00</u>
<b>Total Current Liabilities</b>	<u>13,430.00</u>
<b>Total Liabilities</b>	13,430.00
<b>Equity</b>	
Retained Earnings	-81.39
Net Income	54.51
<b>Total Equity</b>	<u>-26.88</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>13,403.12</u></u>

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Village of Salado- 500 Wastewater Customer Deposits

03/12/24

Profit & Loss

Accrual Basis

October 2023 through February 2024

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	<u>Oct '23 - Feb 24</u>
Ordinary Income/Expense	
Income	
Interest Income	54.51
Total Income	54.51
Net Ordinary Income	54.51
Net Income	<u>54.51</u>



# Village of Salado- 500 Wastewater Customer Deposits

## Check Listing

As of February 29, 2024

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
(No checks drawn this period)				
				<u>0.00</u>
				<u>0.00</u>

10:56 PM

Village of Salado - 700 WW Permanent Improvement Bonds

03/12/24

Balance Sheet

Accrual Basis

As of February 29, 2024

	<u>Feb 29, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1002 · Horizon Bond Disbursement x8630	58,067.12
1003 · Horizon '18 Bond Proceeds x9230	320,544.91
1004 · Impact Fees Horizon x8444	16,280.22
<b>Total Checking/Savings</b>	<u>394,892.25</u>
<b>Total Current Assets</b>	<u>394,892.25</u>
<b>Fixed Assets</b>	
1520 · Equipment	5,857.10
1530 · Wastewater Treatment Facility	11,270,909.77
1531 · Accum Depr- Depreciation WWTP	-1,600,843.73
<b>Total Fixed Assets</b>	<u>9,675,923.14</u>
<b>TOTAL ASSETS</b>	<u><u>10,070,815.39</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2900 · Restricted Impact Fees	59,794.35
<b>Total Other Current Liabilities</b>	<u>59,794.35</u>
<b>Total Current Liabilities</b>	<u>59,794.35</u>
<b>Long Term Liabilities</b>	
2502 · '22 Refunding Bonds	6,920,000.00
2503 · Current Portion of Bonds	560,000.00
<b>Total Long Term Liabilities</b>	<u>7,480,000.00</u>
<b>Total Liabilities</b>	<u>7,539,794.35</u>
<b>Equity</b>	
3110 · Investments in Fixed Assets	2,195,923.00
32000 · Unrestricted Net Assets	377,029.09
Net Income	-41,931.05
<b>Total Equity</b>	<u>2,531,021.04</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>10,070,815.39</u></u>

10:55 PM

Village of Salado - 700 WW Permanent Improvement Bonds

03/12/24

Profit & Loss

Accrual Basis

October 2023 through February 2024

---

	<u>Oct '23 - Feb 24</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4400 · Impact Fee Revenue	52,291.00
4100 · Interest Income	1,768.95
	<hr/>
<b>Total Income</b>	54,059.95
<b>Expense</b>	
6100 · Return of Impact Fees	95,991.00
	<hr/>
<b>Total Expense</b>	95,991.00
	<hr/>
<b>Net Ordinary Income</b>	-41,931.05
	<hr/>
<b>Net Income</b>	<u>-41,931.05</u>

10:57 PM  
03/12/24  
Accrual Basis

# Village of Salado - 700 WW Permanent Improvement Bonds

## Check Listing

As of February 29, 2024

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
(No checks drawn this period)				
				<u>0.00</u>
				<u>0.00</u>

## Village of Salado - 300 Interest and Sinking Fund

## Balance Sheet

03/12/24

As of February 29, 2024

Accrual Basis

	<u>Feb 29, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1001 · Horizon xxxx7846	654,409.76
<b>Total Checking/Savings</b>	<u>654,409.76</u>
<b>Other Current Assets</b>	
1200 · Due To/From General Fund	103,770.61
1215 · Property Tax Receivable	20,365.88
<b>Total Other Current Assets</b>	<u>124,136.49</u>
<b>Total Current Assets</b>	<u>778,546.25</u>
<b>TOTAL ASSETS</b>	<u><b>778,546.25</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
2704 · Deferred Revenue- Ad Valorem	18,072.09
<b>Total Other Current Liabilities</b>	<u>18,072.09</u>
<b>Total Current Liabilities</b>	<u>18,072.09</u>
<b>Total Liabilities</b>	18,072.09
<b>Equity</b>	
32000 · Unrestricted Net Assets	123,025.58
Net Income	637,448.58
<b>Total Equity</b>	<u>760,474.16</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>778,546.25</b></u>

**Village of Salado - 300 Interest and Sinking Fund**  
**Profit & Loss Budget Performance**  
 October 2023 through February 2024

	<u>Oct '23 - Feb 24</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
4000 · Property Tax Revenue	701,391.19	702,120.00	99.9%
4100 · Interest Income	7,117.39	3,400.00	209.34%
<b>Total Income</b>	<u>708,508.58</u>	<u>705,520.00</u>	<u>100.42%</u>
<b>Expense</b>			
6111 · 2022 Bond Principal	0.00	560,000.00	0.0%
6112 · 2022 Bond Interest	71,060.00	142,120.00	50.0%
<b>Total Expense</b>	<u>71,060.00</u>	<u>702,120.00</u>	<u>10.12%</u>
<b>Net Ordinary Income</b>	<u>637,448.58</u>	<u>3,400.00</u>	<u>18,748.49%</u>
<b>Net Income</b>	<u><u>637,448.58</u></u>	<u><u>3,400.00</u></u>	<u><u>18,748.49%</u></u>

11:02 PM  
03/12/24  
Accrual Basis

Village of Salado - 300 Interest and Sinking Fund  
**Check Listing**  
As of February 29, 2024

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
02/12/2024	2000	Amegy Bank of Texas	Debt Service Payment- Interest	<u>71,060.00</u>
				<u>71,060.00</u>
				<u><u>71,060.00</u></u>

# BOA Agenda Item #2(B)



Date Submitted:

Agenda Date Requested: March 21, 2024

Agenda Item Number: 2(B)  
Project/Proposal Title: CONSENT AGENDA

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

APPROVAL OF MINUTES OF THE BOARD OF ALDERMEN MEETING ON MARCH 7, 2024.



# BOA Agenda Item #5(A)



Date Submitted:

Agenda Date Requested: March 21, 2024

Agenda Item Number: 5(A)  
Project/Proposal Title:  
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

PRESENTATION BY MRB GROUP ON THE NEW CITY HALL AND POLICE BUILDING (BY TANYA MIKESKA-REED, AIA.).

# BOA Agenda Item #5(B)



Date Submitted:

Agenda Date Requested: March 21, 2024

Agenda Item Number: 5(B)  
Project/Proposal Title:  
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON RATIFYING THE ENGAGEMENT AGREEMENT WITH BICKERSTAFF HEATH DELGADO ACOSTA LLP. (BY VILLAGE ADMINISTRATOR)

Staff recommends approval.

# Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

## ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of the Village of Salado.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Joshua Katz, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16<sup>th</sup> of the month and ends on the 15<sup>th</sup> of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.


Acceptance of Terms. If this arrangement is acceptable to you and the Village of Salado, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

**AGREED TO AND ACCEPTED**

Village of Salado

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:   
Michael Cogglin, P.E.

By: 

[Printed name]

Title: Mayor

Date: March 8, 2024

cc: Billing Department

**Exhibit A — Scope of Services**  
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- To represent the Village of Salado in litigation matter In re Dankert and Howard
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

**Exhibit B – Billing Rates**  
 Bickerstaff Heath Delgado Acosta LLP

<b>TIMEKEEPER</b>	<b>2022 Billing Rate</b>
Albright, Stefanie	\$355
Arnold, Philip	\$355
Caputo, Cobby	\$430
Caroom, Doug	\$450
Dugat, Bill	\$400
Falk, Syd	\$465
Gonzalez, Vanessa	\$395
Heath, Bob	\$505
Katz, Joshua	\$380
Kimbrough, Chuck	\$350
Maxwell, Susan	\$395
Miller, Gregory	\$360
Rogers, Emily	\$395
Russell, Claudia	\$390
Seaquist, Gunnar	\$380
Than, Catherine	\$395
Weller, Steven	\$390
Kelley, Kimberly	\$300
Labashosky, Sara	\$310
Robinson, Lori	\$325
Delgado, Hector	\$450
Pagan, Kevin	\$415
Legal Assistants/Specialists	\$205
McCall, Sherry	\$255

## Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

### Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

### Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

### Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

### Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

### Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

### Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

### Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

### Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

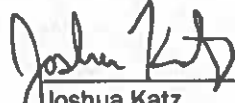


**Exhibit D—Verification Required by Texas Government Code Chapter 2271**  
**Bickerstaff Heath Delgado Acosta LLP**

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

**SIGNED BY:**

  
\_\_\_\_\_  
Joshua Katz  
March 7, 2024

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and the Village of Salado.

# BOA Agenda Item #5(C)



Date Submitted:

Agenda Date Requested: March 21, 2024

Agenda Item Number: 5(C)  
Project/Proposal Title:  
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING A DECLARATION OF EMERGENCY AND DISASTER TO BE CAUSED BY THE APRIL 8TH, 2024, SOLAR ECLIPSE EVENT. (BY VILLAGE ADMINISTRATOR)

Staff recommends approval.

**DECLARATION**  
**RELATING TO THE**  
**APRIL 8, 2024, SOLAR ECLIPSE**

**WHEREAS**, on April 8<sup>th</sup>, 2024, Village of Salado, Bell County, Texas, will be in the direct line of a solar eclipse that will traverse across North America; and

**WHEREAS**, this event is expected to see the population of Bell County, Texas, which is approximately 400,000, double, if not triple, in size throughout the days leading up to and including the day of the event, leading to extreme traffic congestion, enormous strain on first responder organizations, hospital systems, food, grocery and fuel shortages, and on city and county infrastructure, threatening the safety of all residents; and

**WHEREAS**, the Salado Village Mayor has determined that extraordinary measures must be taken to protect the health, safety, and welfare of Village residents and visitors that may be impacted as a result of the April 8<sup>th</sup>, 2024, solar eclipse; and

**WHEREAS**, the Salado Village Mayor, in consultation with area emergency management coordinators and law enforcement officials has determined that the potential exists for road, streets and highways to be stressed to and above capacity during certain times of the event; and

**WHEREAS**, the potential stress and over-capacity of city, county, state, and federal streets, roads, and highways may create a public safety event whereby law enforcement and fire and rescue officers will be impeded from responding to calls for service; and,

**WHEREAS**, the Salado Village Mayor, urges all residents of the Village of Salado to stay at home if they can, avoid driving, if possible, ensure all vehicles are filled with fuel the week leading up to this event, ensure sufficient groceries and supplies are purchased well in advance, and to take all cautionary measures to ensure the safety of all persons and animal in their care.

**NOW, THEREFORE, BE IT DECLARED BY THE VILLAGE OF SALADO, TEXAS:**

1. That, pursuant to Section 418.108, Texas Government Code, a local state of emergency and disaster to be caused by the April 8<sup>th</sup>, 2024, solar eclipse event is hereby declared for the Village of Salado, Texas.
2. That pursuant to Section 418.108(b) of the Government Code, this state of emergency for April 8<sup>th</sup>, 2024, solar eclipse event shall continue for a period of not more than seven (7) days from the date of this declaration, unless extended by the Village of Salado Board of Aldermen.

3. That pursuant to Section 418.108(d) of the Government Code, this declaration activates the Village of Salado Emergency Management Office and authorizes the furnishing of aid and assistance under this declaration.
4. That this declaration authorizes the Village of Saldo to take any actions necessary to promote life safety and critical infrastructure protection.
5. That this declaration shall take effect on March 22<sup>nd</sup>, 2024, at 12:00 a.m. upon approval of the Village of Saldo Board of Aldermen, shall continue in effect until terminated by the Salado Village Mayor. Pursuant to this declaration, additional directives may be issued by the Salado Village Mayor at any time deemed necessary.

**DECLARED AND APPROVED** this the 21<sup>ST</sup> day of March, 2024.

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Michael Coggin, P.E., Mayor

Attest:

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Debra Bean, City Secretary

# BOA Agenda Item #5(D)



Date Submitted:

Agenda Date Requested: March 21, 2024

Agenda Item Number: 5(D)  
Project/Proposal Title:  
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION THE 2024 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICAITONS RIGHT-OF-WAY ACCESS LINES RATES. (BY VILLAGE ADMINISTRATOR)

The Village's 2024 maximum access line rates have increased by 2.2484% due to inflation, as measured by the CPI.

The Village has the option to decline this increase in rates.

The Village **does not** have to respond to accept the increased access line rates.

If the Village does not respond by April 30, 2024, the rates for our community will increase from 2023 levels to the newly established 2024 levels.



# Public Utility Commission of Texas

1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326

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## 2024 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

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February 28, 2024

### PURPOSE

This letter is to notify you that your city's 2024 maximum access line rates have increased by 2.2484% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777).

### DEFAULT RATES FOR 2024: INCREASE

Based on the choices made by your city in April 2023, your city's 2024 rate will either be adjusted for inflation, or will remain the same as your 2023 rate. According to our records, when similar CPI adjustments were made in April 2023, your city chose the MAXIMUM allowable CPI-adjusted rates. Therefore, your 2024 rates will reflect an increase of 2.2484% from your 2023 rates. You have the option to decline this increase in rates by taking the action explained below.

### ACTION BY CITY: TO REFUSE THE INCREASE

(1) You do not have to respond to accept the increased access line rates. (2) Respond ONLY if you want to DECLINE the increase in access line rates. (3) To decline, notify the PUC using page 2 of this letter no later than April 30, 2024. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

### WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2024?

If a city does not respond by April 30, 2024, the rates for your city will increase from 2023 levels to the newly established 2024 levels. The next opportunity to adjust your rates will be September 1, 2024.

### WHAT HAPPENS NEXT?

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2024.

### FUTURE REVISIONS TO CPI

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2024, you will receive a similar letter in March 2025.

See over...

**Village of Salado**

**SECTION 1: Your 2023 city preferred rates are as follows:**

Residential:       \$1.65       Non-Residential:       \$5.71       Point-to-Point:       \$7.88      

**SECTION 2: Your default rates for 2024 are as follows. Note: These are higher than the 2023 rates (above) due to the CPI inflation adjustment.**

Residential:       \$1.69       Non-Residential:       \$5.84       Point-to-Point:       \$8.06      

**To decline your default increase in rates, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in SECTION 2, no action is required.**

I \_\_\_\_\_, Title \_\_\_\_\_, am an authorized representative for the City/Town/Village of \_\_\_\_\_. The City declines to accept the default rates indicated in SECTION 2 above. Instead, we choose the following rates: Residential \_\_\_\_\_; Non-Residential \_\_\_\_\_; Point-to-Point \_\_\_\_\_.

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

Signature: \_\_\_\_\_

Other Comments:

**HOW TO RESPOND**

Mail: Stephen Mendoza  
Public Utility Commission  
P.O. Box 13326  
Austin, Texas 78711-3326

**INQUIRIES**

Inquiries only. NOT for sending your response.  
HB1777@puc.texas.gov  
Phone No: 512-936-7394

Or FAX to Stephen Mendoza at: 512-936-7428;  
EMAIL to [stephen.mendoza@puc.texas.gov](mailto:stephen.mendoza@puc.texas.gov)

**CITY CONTACT INFORMATION**

Please notify us if the contact information we have on file for your city has changed. Thank you.

Phone No. 1: (254) 947-5060 \_\_\_\_\_

Phone No. 2: \_\_\_\_\_

Fax No: (254) 947-5061 \_\_\_\_\_

Email: [vos@saladotx.gov](mailto:vos@saladotx.gov) \_\_\_\_\_

**Address**

DIANNA ZULAUF VILLAGE SECRETARY  
or current city official responsible for right-of-way issues  
VILLAGE OF SALADO  
PO BOX 219  
SALADO TX 76571

# BOA Agenda Item #5(E)



Date Submitted:

Agenda Date Requested: March 21, 2024

Agenda Item Number: 5(E)  
Project/Proposal Title:  
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:  
Ordinance  
Resolution  
Motion  
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT, TO CONSTRUCTION A 6-FOOT-WIDE SIDEWALK ALONG MILL CREEK DRIVE FROM CHISHOLM TRAIL TO THE EXISTING SIDEWALK AT N. MAIN STREET. (BY VILLAGE ADMINISTRATOR)

Staff recommends approval.



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

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

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

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

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

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

DULY PASSED by majority vote of all members of the Board of Aldermen of the Village of Salado on the 21<sup>st</sup> day of March, 2024.

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Michael Coggin, P.E.  
Mayor  
March 21, 2024

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

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

### **AGREEMENT**

**1. Period of Agreement and Performance**

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

**2. Scope of Work and Use of Project**

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

**3. Project Sources and Uses of Funds**

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

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

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

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

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

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

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

**4. Termination of the Agreement**

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

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

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

**5. Amendments**

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

**6. Remedies**

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

**7. Utilities**

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

**8. Environmental Assessment and Mitigation**

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

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

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

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

**9. Compliance with Accessibility Standards**

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

**10. Architectural and Engineering Services**

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



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

**11. Construction Responsibilities**

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

**12. Project Maintenance**

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

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

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

**13. Right of Way and Real Property Acquisition**

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

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

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

**14. Insurance**

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

**15. Notices, Invoices, Payments, and Project Inquiries**

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

Local Government:	State:
Village of Salado ATTN: Village Administrator 301 N. 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.

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

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

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

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

**16. Legal Construction**

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

**17. Responsibilities of the Parties**

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

**18. Ownership of Documents**

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

**19. Document and Information Exchange**

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

**20. Compliance with Laws**

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

**21. Sole Agreement**

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

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**22. Cost Principles**

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

**23. Procurement and Property Management Standards**

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

**24. Inspection of Books and Records**

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

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

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

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

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

**26. Pertinent Non-Discrimination Authorities**

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

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

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

**27. Disadvantaged Business Enterprise Program Requirements**

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



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

**28. Debarment Certifications**

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

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

**29. Lobbying Certification**

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

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

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

**30. Federal Funding Accountability and Transparency Act Requirements**

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

**31. Single Audit Report**

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

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**32. Signatory Warranty**

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

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

<b>THE STATE OF TEXAS</b>	<b>THE LOCAL GOVERNMENT</b>
Signature	Signature
Typed or Printed Name	Manny De La Rosa Typed or Printed Name
Typed or Printed Title	Village Administrator Typed or Printed Title
Date	Date

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**ATTACHMENT A  
PROJECT LOCATION MAP**



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

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

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

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

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

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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0909-36-203</b>	<b>AFA ID</b>	<b>Z00008892</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0909-36-203</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>09-Wac</b>	<b>Code Chart 64#</b>	<b>37260</b>		
<b>Project Name</b>	<b>Village of Salado Mill Creek Dr</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

**ATTACHMENT C  
RESOLUTION OF LOCAL GOVERNMENT**



# BOA Agenda Item #5(F)



Date Submitted:

Agenda Date Requested: March 21, 2024

Agenda Item Number: 5(F)  
Project/Proposal Title:  
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:  
Ordinance  
Resolution  
Motion  
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBLE SIDEWALKS ADJACENT TO WILLIAMS ROAD FROM FM 2484 TO W. VILLAGE ROAD. (BY VILLAGE ADMINISTRATOR)

Staff recommends approval.

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

WHEREAS, on (insert date), via Minute Order (insert minute order number), the Texas Transportation Commission authorized PED | CS Williams Rd Sidewalks project (the “Project”) to receive (enter type of funds/fund source) funds for project to construct ADA accessible sidewalks adjacent to Williams Road from FM 2484 to W. Village Road and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the Village of Salado commits to provide the match. The local match is comprised of cash or (enter funding source); and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF SALADO THAT the Village Administrator is hereby authorized to execute an AFA with TxDOT for this Project. A copy of the agreement is attached hereto and incorporated herein for all purposes as Attachment (enter the attachment name, ie. I).

PASSED and approved on the 21st day of March, 2024.

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Michael Coggin, P.E.  
Mayor

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0909-36-187	AFA ID	Z00006045	CFDA No.	20.205
AFA CSJs	0909-36-187			CFDA Title	Highway Planning and Construction
District #	09	Code Chart 64#	37260		
Project Name	PED   CS Williams Rd Sidewalks			<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

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

**WITNESSETH**

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

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

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

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

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Construct ADA accessible sidewalks adjacent to Williams Rd from FM 2484 to W Village Rd**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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<b>AFA CSJs</b>	<b>0909-36-187</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>09</b>	<b>Code Chart 64#</b>	<b>37260</b>		
<b>Project Name</b>	<b>PED   CS Williams Rd Sidewalks</b>			<b>AFA Not Used For Research &amp; Development</b>	

**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>State</b>		Construction Responsibilities	Article 12
5.	<b>Local Government</b>	*	Right of Way and Real Property	Article 14

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

**2. Period of the Agreement**

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

**3. Scope of Work**

The scope of work for the Project consists of **Construct ADA accessible sidewalks adjacent to Williams Rd from FM 2484 to W Village Rd.**

**4. Project Sources and Uses of Funds**

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

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

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<b>AFA CSJs</b>	<b>0909-36-187</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>09</b>	<b>Code Chart 64#</b>	<b>37260</b>		
<b>Project Name</b>	<b>PED   CS Williams Rd Sidewalks</b>			<b>AFA Not Used For Research &amp; Development</b>	

State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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

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

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

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Project Name	PED   CS Williams Rd Sidewalks			<i>AFA Not Used For Research &amp; Development</i>	

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

**5. Termination of This Agreement**

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

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

**6. Amendments**

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

**7. Remedies**

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

**8. Utilities**

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

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the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

**9. Environmental Assessment and Mitigation**

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

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

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

**10. Compliance with Accessibility Standards**

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

**11. Architectural and Engineering Services**

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

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



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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.

**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:

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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<b>AFA CSJs</b>	<b>0909-36-187</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>09</b>	<b>Code Chart 64#</b>	<b>37260</b>		
<b>Project Name</b>	<b>PED   CS Williams Rd Sidewalks</b>			<b>AFA Not Used For Research &amp; Development</b>	

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

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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:

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0909-36-187	AFA ID	Z00006045	CFDA No.	20.205
AFA CSJs	0909-36-187			CFDA Title	Highway Planning and Construction
District #	09	Code Chart 64#	37260		
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<b>Local Government:</b>	<b>State:</b>
Village of Salado ATTN: Village Administrator 301 N. Stagecoach Rd. Salado, TX 76571	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <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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District #	09	Code Chart 64#	37260		
Project Name	PED   CS Williams Rd Sidewalks			<i>AFA Not Used For Research &amp; Development</i>	

**22. Cost Principles**

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

**23. Procurement and Property Management Standards**

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

**24. Inspection of Books and Records**

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

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

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

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

**26. Pertinent Non-Discrimination Authorities**

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

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

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<b>AFA CSJs</b>	<b>0909-36-187</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>09</b>	<b>Code Chart 64#</b>	<b>37260</b>		
<b>Project Name</b>	<b>PED   CS Williams Rd Sidewalks</b>			<b>AFA Not Used For Research &amp; Development</b>	

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

**27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

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

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

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

**28. Debarment Certifications**

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

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



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**29. Lobbying Certification**

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

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

**30. Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

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

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

**31. Single Audit Report**

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](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.

**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

Manny De La Rosa  
Typed or Printed Name

City Administrator  
Typed or Printed Title

\_\_\_\_\_  
Date



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## ATTACHMENT B PROJECT BUDGET

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

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$698,786.92	80%	\$559,028.74	0%	\$0	20%	\$139,757.18
<b>Subtotal</b>	<b>\$698,785.92</b>		<b>\$559,028.74</b>		<b>\$0</b>		<b>\$139,757.18</b>
Environmental Direct State Costs	\$280	0%	\$0	0%	\$0	100%	\$280
Right of Way Direct State Costs	\$560	0%	\$0	0%	\$0	100%	\$560
Engineering Direct State Costs	\$3,913	0%	\$0	0%	\$0	100%	\$3,913
Utility Direct State Costs	\$1,957	0%	\$0	0%	\$0	100%	\$1,957
Construction Direct State Costs	\$7,268	0%	\$0	0%	\$0	100%	\$7,268
Indirect State Costs	\$33,192	0%	\$0	100%	\$33,192	0%	\$0
<b>TOTAL</b>	<b>\$745,955.92</b>		<b>\$559,028.74</b>		<b>\$33,192.00</b>		<b>\$153,735.18</b>

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

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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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<b>AFA CSJs</b>	<b>0909-36-187</b>				
<b>District #</b>	<b>09</b>	<b>Code Chart 64#</b>	<b>37260</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>PED   CS Williams Rd Sidewalks</b>				<b><i>AFA Not Used For Research &amp; Development</i></b>

**ATTACHMENT C**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

# BOA Agenda Item #5(G)



Date Submitted:

Agenda Date Requested: March 21, 2024

Agenda Item Number: 5(G)  
Project/Proposal Title:  
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING OPERATIONS MANAGEMENT INTERNATIONAL, INC.'S AMENDMENT NO. 3 TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES FOR THE VILLAGE OF SALADO. (BY VILLAGE ADMINISTRATOR AND ANDREANA S. ALEXANDER, JACOBS, PROJECT MANAGER)

Staff recommends approval.

**AMENDMENT NO. 3**  
**to the**  
**AGREEMENT FOR OPERATIONS, MAINTENANCE and**  
**MANAGEMENT SERVICES**  
**for the**  
**VILLAGE OF SALADO**

**This Amendment No. 3** (the “Amendment”) to the Agreement for Operations, Maintenance and Management Services for the Village of Salado, TX (the “Agreement”) is made effective as of this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between the Village of Salado (hereinafter “Owner”) and Operations Management International, Inc. (hereinafter “Contractor”), collectively referred to herein as the “Parties”.

NOW THEREFORE, Owner and Contractor agree to amend the Agreement as follows:

1. Appendix D.2.1 is hereby deleted and replaced with the following:

D.2.1 Changes in the Base Fee will be escalated by the below formula; however, at no time shall the increase be less than two (2%) percent.

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Appendix D.1.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

AF =  $CPI + 1$

CPI = The twelve-month percent change (from September of the prior year to September of the current year) in the Consumer Price Index for Water and Sewer Maintenance in U.S. City Average, All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SEHG01.

**This Amendment No. 3** together with the Agreement and all prior amendments constitute the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment No. 3 nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

**OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.**

**VILLAGE OF SALADO, TX**

\_\_\_\_\_  
Name: Greg Weeks  
Title: Manager of Projects  
Date: \_\_\_\_\_

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



# BOA Agenda Item #5(H)



Date Submitted:

Agenda Date Requested: March 21, 2024

Agenda Item Number: 5(H)  
Project/Proposal Title:  
DISCUSSION AND POSSIBLE ACTION

Council Action Requested:

Ordinance  
Resolution  
Motion  
Discussion

DISCUSS AND CONSIDER POSSIBLE ACTION ON APPROVING THE NOTIFICATION FROM OPERATIONS MANAGEMENT INTERNATIONAL, INC. OF THE ANNUAL BASE FEE ADJUSTMENT FOR THE SIXTH CONTRACT YEAR BEGINNING APRIL 1, 2024, AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER AGREEMENT. (BY VILLAGE ADMINISTRATOR AND ANDREANA S. ALEXANDER, JACOBS, PROJECT MANAGER)

Staff recommends approval.



1999 Bryan Street, Suite 1200  
Dallas, Texas 75201  
United States

February 26, 2024

Manuel De La Rosa  
Village of Salado  
301 N. Stagecoach Road  
Salado, Texas 76571

Dear Mr. De La Rosa:

This letter serves as notification of the annual base fee adjustment for the sixth contract year beginning April 1, 2024.

The new Base Fee for the sixth contract year shall be \$185,311. This represents a 4.58% increase over the fifth year's Base Fee of \$177,191. We have adjusted the Base Fee per Appendix D.2.1 of the Agreement between the Village of Salado and Operations Management International, Inc.

These new fees will be used to calculate the monthly invoices for the contract year beginning April 1, 2024. We have attached a copy of the CPI table for your review.

Sincerely,

*Andreana S. Alexander*

Andreana S. Alexander  
Project Manager

Both parties indicate their approval of the above described services by their signature below.

Operations Management International, Inc.

Village of Salado, Texas

\_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## CPI – All Urban Consumers (Current Series)

### 12-Month Percent Change

**Series Id:** CUUR0000SEHG01

Not Seasonally Adjusted

**Series Title:** Water and sewerage maintenance in U.S. city average, all urban consumers, not seasonally adjusted

**Area:** U.S. city average

**Item:** Water and sewerage maintenance

**Base Period:** 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	561.114	561.677	563.105	565.47	565.803	567.442	568.911	570.069	571.018	572.912	574.891	575.232
2020	577.441	578.838	580.394	581.757	582.322	583.204	585.456	589.444	589.992	590.957	592.998	594.169
2021	596.237	597.584	598.452	599.614	600.405	602.795	605.224	607.339	607.938	609.541	610.952	611.944
2022	620.547	622.672	621.92	623.653	624.129	626.248	629.717	635.522	636.951	636.111	637.882	639.319
2023	646.581	651.274	652.403	653.74	654.537	657.11	659.223	665.008	666.141			