



NOTICE OF MEETING

The Mineral Wells City Council will hold a regular meeting at 6:00 PM on Tuesday, February 4, 2025 in the City Council Chambers at the City Hall Annex, 115 S.W. 1st Street, Mineral Wells, Texas to consider the following agenda:

Call to Order

Invocation

Pledges of Allegiance to U.S. and Texas Flags

PRESENTATION

PUBLIC COMMENT

This is an opportunity for the public to address the City Council regarding an item on the agenda, except for public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Public comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. To address the City Council, each speaker who is present at the site must complete a Speaker Form and provide it to the City Clerk prior to the start of the meeting. Each speaker shall approach the designated speaker location and state his/her name and city of residence before speaking. Speakers shall address the City Council with civility that is conducive to appropriate public discussion. Speakers can address only the City Council and not individual officials, commission members, committee members, or employees. The public cannot speak from the gallery but only from the designated speaker location.

CONSENT AGENDA

- (4) 1. Consider and take appropriate action on the minutes of the regular meeting held on January 21, 2025.
- (10) 2. Consider and take appropriate action on budgeted items \$3500 and above

ITEMS FOR INDIVIDUAL CONSIDERATION

- (12) 3. Consider and take appropriate action on an Ordinance regarding a Rezone on a vacant lot located at 900 NW 2nd Ave, being Block 22. Lots B&C, Wiggins Addition, Mineral Wells, Palo Pinto County, Texas from a SF-6 (Single Family

Residential) District to a C (Commercial) District in order to construct a new manufacturing facility.

- (19) 4. Consider and take appropriate action on the resolution that the City Council of the City of Mineral Wells authorizing an Advance Funding Agreement with the Texas Department of Transportation relating to a Green Ribbon Landscaping Project along US 281 and US 180 (0902-39-051)
- (49) 5. Consider and take appropriate action on the Order of Election for the May 3, 2025, general election to elect Councilmembers for those with expiring terms.
(Considerar y tomar las medidas apropiadas sobre el Ordn de Eleccion para el 3 de mayo de 2025 eleccion general para elegir miembros del consejo para aquellos con maddatos vencidos.)
6. Future agenda items/requests by Councilmembers to be on next agenda—
Councilmembers shall not discuss or take action on any item that is not on the agenda. A Councilmember may request that an issue be placed on a future agenda and, if a second Councilmember supports the request, the item shall be placed on a City Council agenda within two Council meetings.
7. Adjourn

Notes: Disabled persons requiring special assistance are requested to notify the City of Mineral Wells 24 hours in advance of the meeting by calling the City Clerk's office at 940.328.7702.

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551, including §551.071, (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

State of Texas §
City of Mineral Wells §

I hereby certify that notice of this meeting of the Mineral Wells City Council was posted by 6:00 pm on the 31st day of January 2025.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of January 2025.

(SEAL)

Sharon McFadden, City Clerk

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on the minutes of the regular meeting held on January 21, 2025.

INITIATOR/STAFF INFORMATION SOURCE

BACKGROUND

EXHIBITS

1. 2025-01-21 Minutes

ITEM NUMBER 1.
MEETING DATE 2/4/2025

**MINUTES REGULAR MEETING
MINERAL WELLS CITY COUNCIL
CITY HALL ANNEX
January 21, 2025 – 6:00 pm**

Mayor Johnson called the meeting to order at 6:00 p.m. with the assistance of a student from the Mineral Wells Junior High School. Reverend Jeff Logan led the invocation. The Pledge of Allegiance to the U.S. and Texas flags were recited.

Councilmembers present were Mayor Regan Johnson, Mayor Pro-Tem Beth Watson, Jonathon Rusher, Carlos Maldonado, Kyle Kelley, and Glenn Mitchell. A quorum of City Councilmembers was present.

Staff members present were Acting City Manager/Community Development Director Nathan Dyhre, Fire Chief Ryan Dunn, Police Chief Tim Denison, Building Official Michael Dunn, Airport Manager Haley Cuevas, Parks and Recreation Superintendent Carrie Stevenson, Public Works Director Scott McKennon, Public Works Administrator Chris Thibault, Public Works Administrator David Fitzhugh, Library Manager Kathy Spencer, CEO of the Chamber of Commerce Seth Hobbs, Main Street Manager Brittany Brown, Administrative Assistant Shannon Worthington, City Clerk Sharon McFadden, and City Attorney Marie Johnson.

PRESENTATION: Mayor Johnson introduced the Honorary Councilmember who was a student from the Mineral Wells Junior High School.

OATH OF OFFICE: City Manager Jason Weeks oath was administered by Mrs. McFadden.

PUBLIC COMMENT: No one had signed up to speak.

CONSENT AGENDA: Following a motion by Mrs. Watson and seconded by Mr. Mitchell, the Consent Agenda was approved by a vote of 6-0.

1. Consider and take appropriate action on the minutes of the regular meeting held on January 7, 2025.
2. Consider and take appropriate action a resolution to amend the Charter Commission to be made up of 12 people, designating the Mayor as the Chair of the Commission, and authorizing the Mayor to appoint a Vice-Chair and Secretary of the Commission.
3. Consider and take appropriate action on reappointing Sharon McFadden to a new term as the governing body's representative on the Local Board of the Texas Emergency Services Retirement System (TESRS) effective March 1, 2025.
4. Consider and take appropriate action on budgeted items \$3500 and above.

ITEMS FOR INDIVIDUAL CONSIDERATION

5. Consider and take appropriate action on an Ordinance and conduct a Public Hearing regarding a Rezone of a tract of land, being Lot 6R, Rogers Subdivision, Mineral Wells, Palo Pinto County, Texas from a GR (General Retail) District to a SF-9 (Single Family Residential) District in order to construct a single-family residence.

Mayor Johnson opened the Public Hearing at 6:08 p.m. No one spoke. Mayor Johnson announced the closure of the Public Hearing at 6:08 p.m.

Mr. Michael Dunn said that applicant Danny Kissinger is requesting a Rezone of a tract of land, being Lot 6R, Rogers Subdivision, Mineral Wells, Palo Pinto County, Texas from a GR (General Retail) District to an SF-9 (Single Family Residential) District to construct a single-family residence. The Planning and Zoning Commission held a Public Hearing regarding this matter at its meeting on January 6, 2025, and voted unanimously for approval. The Police, Fire Department, Public Works, Oncor, and Texas Gas Service has reviewed this item and expressed no concerns.

Mr. Kelley made the first motion to approve the rezone as presented. Mr. Mitchell seconded, and the motion carried 6-0.

6. Consider and take appropriate action on an Ordinance and conduct a Public Hearing regarding a Rezone on a vacant lot located at 900 NW 2nd Ave, being Block 22, Lots B&C, Wiggins Addition, Mineral Wells, Palo Pinto County, Texas from a SF-6 (Single Family Residential) District to a C (Commercial) District to construct a new manufacturing facility and take appropriate action and conduct a Public Hearing regarding a Replat of all of Lot 1 and Lot 2 and part of Lot 3 in Block 23 of Morningside Park Addition to the City of Mineral Wells, according to Plat recorded in Volume 2, Page 79 of the Plat Records of Palo Pinto County, Texas to Lot 1R, 2R, and 3R, Morningside Addition, Mineral Wells, Palo Pinto County, Texas.

Mayor Johnson opened the Public Hearing at 6:12 p.m. No one spoke. Mayor Johnson announced the closure of the Public Hearing at 6:12 p.m.

Mr. Michael Dunn said that applicant Adam Rincon is requesting a Rezone on a vacant lot located at 900 NW 2nd Ave, being Block 22. Lots B&C, Wiggins Addition, Mineral Wells, Palo Pinto County, Texas from an SF-6 (Single Family Residential) District to a C (Commercial) District to construct a new manufacturing facility. The Planning and Zoning Commission held a Public Hearing regarding this matter at its Meeting on January 6, 2025, and voted unanimously for approval. The Police, Fire Department, Public Works, Oncor, and Texas Gas Service have all reviewed this item and expressed no concerns.

Mr. Maldonado made the motion to table the rezoning request. Mrs. Watson seconded, and the request was tabled by a vote of 6-0.

7. Consider and take appropriate action and conduct a Public Hearing regarding a Replat of Lot 1 & Lot 2, Block 71, Slaughter & Barber North Addition to the City of Mineral Wells, according to the Plat as recorded in Volume II, Page 148, Slide 1147, Plat Records, Palo Pinto County, Texas to Lots 1-R-A, 1-R-B, and 2-R, Slaughter & Barber North Addition, Mineral Wells, Palo Pinto County, Texas.

Mayor Johnson opened the Public Hearing at 6:18 p.m. No one spoke. Mayor Johnson announced the closure of the Public Hearing at 6:18 p.m.

Mr. Michael Dunn said that applicant Cameron Love is requesting a Replat of all Lots 12 thru 14 of Lawn Place Addition, Second Filing, to the City of Mineral Wells, according to the Plat recorded in Volume 25, Pages 432-433 of the Deed Records of Palo Pinto County to Block 12, Lot 12-R & Lot 14-R, Lawn Place Addition, Second Filing, Mineral Wells, Palo Pinto County, Texas to construct 2 single-family homes. The Planning and Zoning Commission held a Public Hearing regarding this matter at its Meeting on January 6, 2025, and voted unanimously for approval. The Police, Fire Department, Public Works, Oncor, and Texas Gas Service have all reviewed this item and expressed no concerns.

Mr. Kelley made the first motion to approve the replat. Mr. Mitchell seconded, and the motion carried 6-0.

8. Consider and take appropriate action on a resolution of the City Council of the City of Mineral Wells, Texas, establishing signatories on all City of Mineral Wells bank and financial accounts; providing for an effective date; designating the signatories on all City of Mineral Wells, Texas financial documents; and ordaining other provisions related to the subject matter hereof.

Mrs. McFadden said that the resolution is necessary to update signatories on various City accounts. The new City Manager needs to be added to financial accounts. The resolution will take effect on January 22, 2025.

Mrs. Watson made the first motion to approve the resolution, and Mr. Maldonado seconded. Motion carried 6-0.

9. Consider and take appropriate action on a resolution of the City Council of the City of Mineral Wells, Texas, establishing signatories on the City of Mineral Wells bank and financial accounts related to the Mineral Wells Economic Development Corporation; providing for an effective date; designating the signatories on the Economic Development Corporation of the City of Mineral Wells, Texas financial documents; and ordaining other provisions related to the subject matter hereof.

Mrs. McFadden said that the resolution is necessary to update signatories on The EDC accounts. The new City Manager needs to be added to financial accounts. The resolution will take effect on January 22, 2025.

Mr. Maldonado made the first motion to approve the resolution. Mr. Kelley seconded, and the motion carried 6-0.

10. Consider and take appropriate action on the Order of Election for May 3, 2025, General election to elect Councilmembers for those with expiring terms.
(Considerar y tomar las medidas apropiadas sobre el Ordn de Eleccion para el 3 de mayo de 2025 eleccion general para elegir miembros del consejo para aquellos con maddatos vencidos.)

Mrs. McFadden requested the item be tabled due to the County Elections Administrator making changes to the Election Order.

Mr. Maldonado made the first motion to table the Election Order. Mr. Kelley seconded, and the item was tabled by a vote of 6-0.

11. Consider and take appropriate action on a discussion of an illustrative debt schedule for open market debt to renovate the police station and fire station one.

Fire Chief Dunn said that as requested by City Council, an illustrative debt schedule from Hilltop Securities be presented. The attached items provided the cost and schedules for process that would need to be completed to move forward. Three different attachments provided the cost for renovating the police station, fire station, and the new construction of a public safety complex. Fire Chief Dunn said that with this discussion, staff intends to receive communication on the next steps to have prepared for Mr. Weeks.

Councilmembers discussed the agenda item. No action was taken.

12. Decision packet update presentation by the Fire Department.

Fire Chief Dunn mentioned that Assistant Fire Chief Benthall prepared the presentation on behalf of the Fire Department. Chief Dunn presented the equipment purchased, equipment intending to be purchased, and the costs related to those purchases.

No action was taken.

13. Decision packet update presentations by the Police Department, Community Development, and Public Works.

Mr. Dyhre led the discussion for the presentation. Police Chief Denison provided the current status of financials for the Police Department. Mr. Dyhre provided status of the departments under Community Development which included the Mineral Wells Regional Airport, Planning, the Boyce Ditto Public Library, Parks and Recreation, and Main Street. Department heads were all in attendance and answered concerns of the Council. Mr. McKennon provided information on Public Works departments which

included Streets, Public Works Administration, Water Distribution, and the Drainage Utility Fund.

No action was taken.

14. Future agenda items/requests by Councilmembers to be on the next agenda.

None.

15. There was no further business, and the meeting was adjourned at 7:01 p.m.

Regan Johnson, Mayor

ATTEST:

Sharon McFadden, City Clerk

APPROVED: _____

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on budgeted items \$3500 and above

INITIATOR/STAFF INFORMATION SOURCE

Kathy Word

BACKGROUND

EXHIBITS

1. \$3500 and Above 020425

ITEM NUMBER 2.
MEETING DATE 2/4/2025

02/04/25 COUNCIL MEETING - EXPENDITURES \$3500 and Over

APPROVALS

FUND	VENDORS	DESCRIPTION	BUDGETED	% SPENT	AMOUNT	FOOTNOTE
WATER	Atlas Utility Supply	Cellular meters	\$400,000.00	0.05	\$63,840.00	
AIRPORT	Bassco Services	Convert Jet A truck to AvGas	\$185,000.00	0.00	\$16,782.48	
AIRPORT	Bassco Services	Large capacity Jet A truck	\$185,000.00	0.00	\$65,000.00	
				TOTAL:	\$145,622.48	
RATIFY	2/4/2025	Some items are not over \$3500, but are \$1000 and over with no PO				
MULTIPLE	Voyager	City wide fuel			\$21,246.15	
MULTIPLE	FirstNet	City wireless			\$3,763.92	
MULTIPLE	Frontier Waste	Refuse - Convenience station/residential/shelter			\$71,452.71	
GENERAL	Galls	Tactical short sleeve shirts for firefighters			\$1,377.63	
GENERAL	Stericycle	Hazardous drug disposal			\$1,071.52	
GENERAL	National Flood Insurance	Flood insurance renewal			\$1,608.00	
					\$100,519.93	

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on an Ordinance regarding a Rezone on a vacant lot located at 900 NW 2nd Ave, being Block 22. Lots B&C, Wiggins Addition, Mineral Wells, Palo Pinto County, Texas from a SF-6 (Single Family Residential) District to a C (Commercial) District in order to construct a new manufacturing facility.

INITIATOR/STAFF INFORMATION SOURCE

Michael Dunn, Building Official

BACKGROUND

Applicant Adam Rincon is requesting a Rezone on a vacant lot located at 900 NW 2nd Ave, being Block 22. Lots B&C, Wiggins Addition, Mineral Wells, Palo Pinto County, Texas from a SF-6 (Single Family Residential) District to a C (Commercial) District in order to construct a new manufacturing facility.

The Mineral Wells City Council held a Public Hearing regarding this item at its meeting on January 21, 2025 and tabled the request pending further information from the applicant. Applicant will be attending the meeting to provide further information and answer any questions.

The Planning and Zoning Commission held a Public Hearing regarding this matter at its meeting on January 6, 2025 and voted unanimously for approval.

Police, Fire Department, Public Works, Oncor and Texas Gas service have all reviewed this item and expressed no concerns.

EXHIBITS

1. P&Z Case 2025-3 (1)
2. January 2025 Minutes 2025-3
3. Rezone Ordinance Wiggins Addition 2025-3 v2 EMH Clean (3) (3)

ITEM NUMBER 3.
MEETING DATE 2/4/2025

**City of Mineral Wells
Planning & Zoning Commission Application**

Type of Request (check one):

- Rezoning Application (\$300)
- Specific Use Permit (\$300)
- Site Plan Approval (\$200)
- Petition to Close, Vacate or Abandon a Street/Alley (\$300)

OFFICE USE:

Case No.: 2025-3
Fee Pd.: 300
Received By: CMD
Date Received: 12/17/24

NOTE: Please type or print legibly. (See attached page for instructions.)

Property Address: 900 NW 2nd Ave

Legal Description of Property: vacant lot

Current Zoning Classification: Residential SF-6 Number of Lots: 1 Acres: .367

Proposed Zoning Classification (if applicable): Commercial

Present Use: parking/dumpster storage

Proposed Use: Commercial Packaging Manufacturing Facility

Specific Request: Rezone the property to be used for building a facility for commercial manufacturing use.

Reason for Request: New business Entity

Name of Applicant: Adam Rincon Phone No.: 940 452 8335

Mailing Address: PO Box 1652 City, State, Zip: Mineral Wells, Tx, 76068

Email: sales@ahapackaging.com

Name of Property Owner: Adam Rincon Phone No.: 940 452 8335

Mailing Address: PO Box 1652 City, State, Zip: Mineral Wells, 76068

Email: sales@ahapackaging.com

I hereby certify that all information contained herein is true and correct, and that all required submissions (see attached information) have been submitted.

Signature of Applicant [Signature] Date 12/17/24

Signature of Property Owner [Signature] Date 12/17/24

OFFICE USE ONLY:

This application was approved disapproved
by the City Council on _____ (date). Ord. No. _____.

Director of Planning & Zoning Date

For any questions or concerns, please contact the Inspections Department, located at
211 SW 1st Ave., Mineral Wells, TX 76067

You may call (940) 328-7715 or email: inspections@mineralwellstx.gov





MINUTES
PLANNING AND ZONING COMMISSION MEETING
Monday, January 6, 2025, at 5:30 P.M.
City Hall Annex, 115 S.W. 1st Street, Mineral Wells, Texas

MEMBERS PRESENT: Mark Berry (Chairman), Charles Ramsay, Jeff Cowan, Kim Houston, Linda Porter Bradford, Cort Beynon

STAFF MEMBERS PRESENT: Building Official Michael Dunn, Permit Coordinator Christy Davis, Director of Community Development Nathan Dyhre

CALL TO ORDER: The meeting was called to order at 5:30 p.m. by Mr. Berry.

PREVIOUS MEETING MINUTES: The minutes of the December 2, 2024 Planning and Zoning Commission meeting were approved 5-0.

PUBLIC HEARINGS

PUBLIC HEARING ON P&Z CASE 2025-3 Applicant Adam Rincon is requesting a Rezone on a vacant lot located at 900 NW 2nd Ave, being Block 22. Lots B&C, Wiggins Addition, Mineral Wells, Palo Pinto County, Texas from a SF-6 (Single Family Residential) District to a C (Commercial) District in order to construct a new manufacturing facility.

Mr. Berry opened the Public Hearing at 5:39 p.m. No one was present to answer. Mr. Berry closed the Public Hearing at 5:40 p.m. Mr. Dunn spoke on behalf of staff, stating that staff had no objections. Mr. Cowan motioned, and Mr. Beynon seconded to approve the Rezone. Motion passed 5-0.

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MINERAL WELLS, TEXAS AMENDING APPENDIX B, “THE CITY OF MINERAL WELLS ZONING ORDINANCE”, OF THE CODE OF ORDINANCES OF THE CITY TO AMEND THE ZONING CLASSIFICATION OF BLOCK 22, LOTS B & C, WIGGINS ADDITION, MINERAL WELLS, PALO PINTO COUNTY, TEXAS FROM A SF-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO A C (COMMERCIAL) DISTRICT; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE HEREWITH; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PRESCRIBING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, an application was submitted to amend the City of Mineral Wells Zoning Ordinance, Appendix B of the Code of Ordinances of the City (hereinafter “Zoning Ordinance”), to change the zoning of Block 22, Lots B & C, Wiggins Addition, Mineral Wells, Palo Pinto County, Texas (the “Property”) from an SF-6 (Single Family Residential) District to a C (Commercial) District; and

WHEREAS, the Planning and Zoning Commission of the City of Mineral Wells (“Commission”) in compliance with the laws of the State of Texas and the ordinances of the City, gave requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the Commission evaluated the request and the relationship of the request to the adopted City plan as required by the Zoning Ordinance and voted to recommend approval of the requested zoning change on the Property to the City Council of the City of Mineral Wells (the “City Council”); and

WHEREAS, the City Council, in compliance with the laws of the State of Texas and the ordinances of the City, gave requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, and having considered the Commission’s recommendation for approval of the requested rezoning of the Property from a SF-6 (Single Family Residential) District to a C (Commercial) District, has determined that the

Zoning Ordinance should be amended to rezone the Property from SF-6 (Single Family Residential) District to C (Commercial) District and that the change in zoning for the property should be reflected in the Zoning Map; and

WHEREAS, the City Council has investigated and determined that the requested zoning change for the Property and amendment to the Zoning Map reflecting the change from a SF-6 (Single Family Residential) District to a C (Commercial) District is appropriate, is consistent with the plan for the City, and that such grant will not be detrimental to the public welfare, safety or health.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINERAL WELLS, TEXAS:

SECTION 1. Findings Incorporated. All of the above premises are found to be true and correct findings of the City Council and are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Amendment to Zoning Ordinance and Zoning Map. The Zoning Classification for the property described as Block 22, Lots B & C, Wiggins Addition, Mineral Wells, Palo Pinto County, Texas, and the Zoning Map of the City are hereby amended to reflect the change in zoning from an SF-6 (Single Family Residential) District to a C (Commercial) District.

SECTION 3. Development Regulations Applicable. The Property being located within the C (Commercial) District, as rezoned by this Ordinance, shall be developed and used in accordance with the City of Mineral Wells Zoning Ordinance, Appendix B to the Code of Ordinances of the City, and all other applicable City ordinances, state and federal laws, as they exist or may be in the future amended, including but not limited to building codes, fire codes and all accessibility standards as required by law.

SECTION 4. Savings/Repealing Clause. City of Mineral Wells Zoning Ordinance, Appendix B to the Code of Ordinances of the City, shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict with the provisions of this Ordinance; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any

violation if occupying prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. Severability. Should any word, section, article, subsection, sentence, clause, phrase or other portion of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that the validity of any and all remaining portions of this Ordinance shall remain in full force and effect. In such event, the City of Mineral Wells hereby declares that it would have passed this Ordinance, and each word, section, article, subsection, clause, phrase or other portion thereof irrespective of the fact that any one or more words, sections, articles, subsections, sentences, clauses, phrases or other portions be declared unconstitutional or invalid.

SECTION 6. Penalty. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the City of Mineral Wells, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. Publication and Effective Date. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases require.

PASSED AND APPROVED BY THE MINERAL WELLS CITY COUNCIL IN A PUBLIC MEETING HELD ON THE 4th Day of February 2025.

Regan Johnson, Mayor

ATTEST:

Sharon McFadden, City Clerk

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on the resolution that the City Council of the City of Mineral Wells authorizing an Advance Funding Agreement with the Texas Department of Transportation relating to a Green Ribbon Landscaping Project along US 281 and US 180 (0902-39-051)

INITIATOR/STAFF INFORMATION SOURCE

Carrie Stevenson, Parks & Recreation Superintendent

BACKGROUND

October 2024, the Parks and Recreation department was awarded a second TxDOT Green Ribbon Grant for beautification along US 281 and US 180 for \$579,000. Council approved acceptance at the November 5, 2024 City Council meeting.

In continuation of this project, the City Council is required to authorize the Advance Funding Agreement and associated resolution. The document is specific to Mineral Wells; however, the language is standard with most of TxDOT's Green Ribbon Projects. The AFA addresses some of the following; responsible parties, period of agreement, scope of work, project sources and use of funds, terms of agreement, construction responsibilities, project maintenance, insurance and legal responsibilities.

EXHIBITS

1. Green Ribbon Application Package FY2025
2. CSJ 0902-39-051 Draft AFA
3. RESOLUTION Green Ribbon 2025

ITEM NUMBER 4.
MEETING DATE 2/4/2025



DEADLINE: 3/29/2024 5:00 PM

APPLICATION GREEN RIBBON PROGRAM FY2025

GREEN RIBBON PROGRAM COORDINATOR:

EMAIL:

Erica Swenson
FTW District Vegetation Specialist
2501 S.W. Loop 820 at McCart Avenue
Fort Worth, Texas 76133

ERICA.SWENSON@TXDOT.GOV

Send PDF via email (Application & Attachments)

AMOUNT REQUESTING:

REQUIRED INFORMATION

City/Local Entity Name: City of Mineral Wells Tel: 940.328.7805
 Title: Parks and Recreation Superintendent Email: cstevenson@mineralwellstx.gov
 Address: 734 Warren Road
 City: Mineral Wells Zip Code: 76067
 (Print) Agreement Signer: Carrie Stevenson Title: Parks and Recreation Superintendent

Proj. Manager /Consultant: Kenzie Porter Tel: 817.502.2371
 Address: 801 Cherry Street, Suite 1300 Email: kenzie.porter@kimley-horn.com
 City: Fort Worth Zip Code: 76102

Will this be let as a Local Government Project Yes or No:

Is this local entity (or consultant) certified in TxDOT's Local Government Project Procedures (LGPP) Yes or No:

PROJECT INFORMATION

CSJ or Project #:
 Project Limits From: US-281 & FM 3027 Highway:
 Project Limits To: US 180 & SW 13th Ave and US-180 & Lincoln Avenue

SCOPE OF WORK

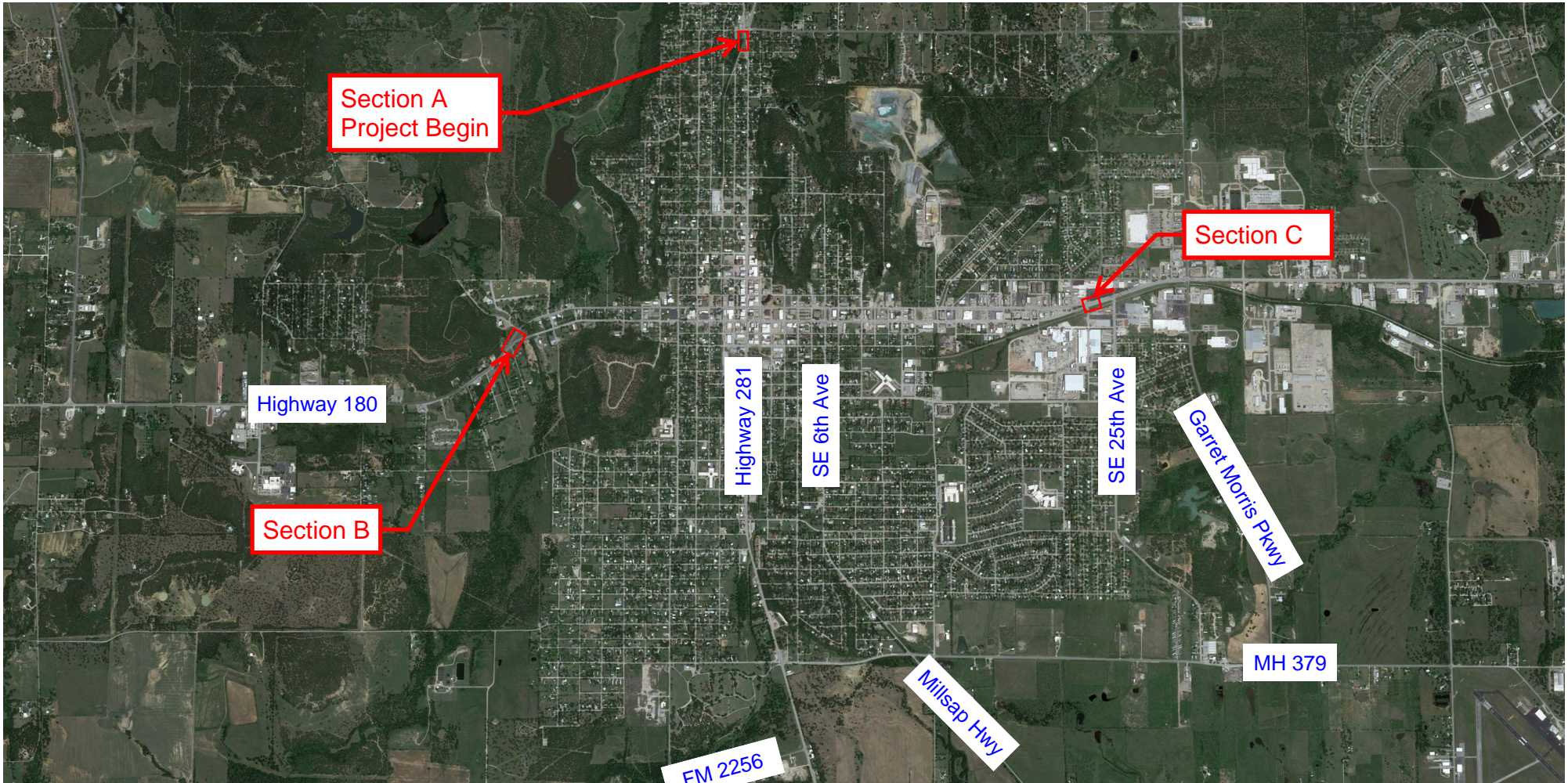
Scope of work should be detailed enough to explain location, size and concept of the project.

This project is located along US-281 and US-180 within the limits of the City of Mineral Wells. The goal of the project is to continue the City's efforts to revitalize the US 281 and US-180 entrance corridors. The proposed Green Ribbon Grant improvements will enhance the median and parkway, as well as the City monument sign located in the parkway. Proposed improvements include landscape, hardscape, and irrigation. Planting will consist of Texas native and adaptive shrubs. Hardscape improvements will include decomposed granite, hardwood mulch, and river rock mulch, and the existing perimeter mow strips will be preserved for maintenance and safety. This concept can be scaled up or down as needed to match the awarded budget.

Attach a Preliminary Schedule, Location Map and Schematic Plan.

TXDOT USE ONLY

APPROVED (Y or N): AMOUNT:



Location Map

Mineral Wells Green Ribbon - Highway 281
FY2025 Application

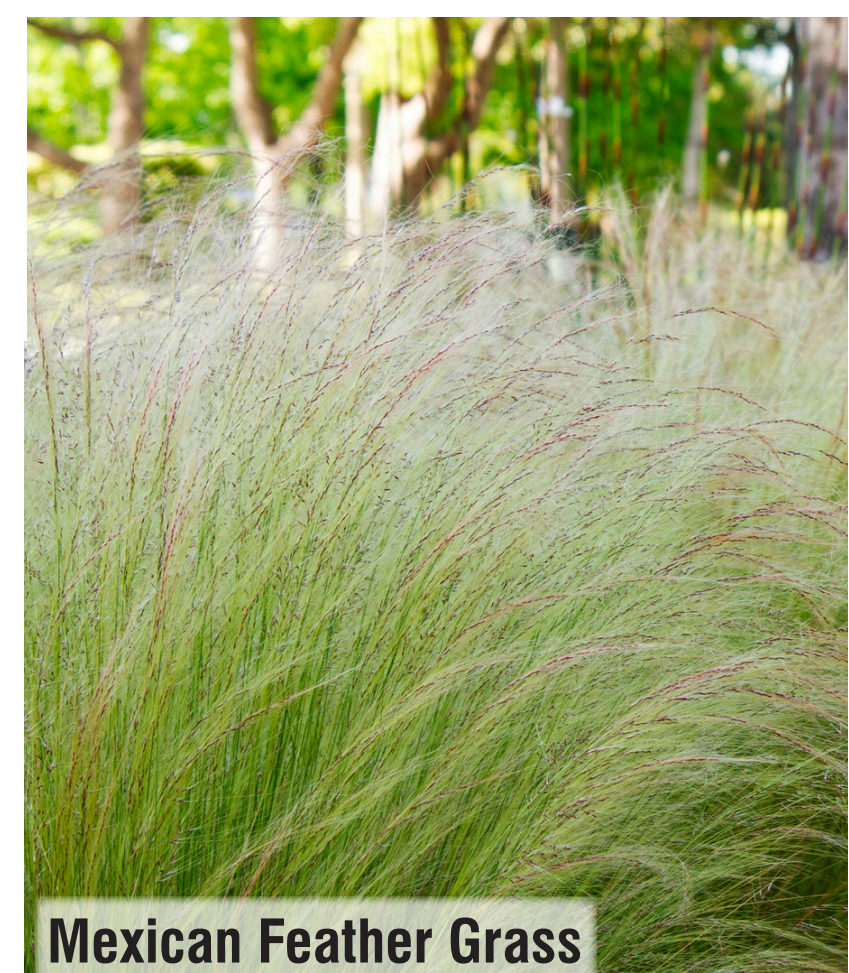
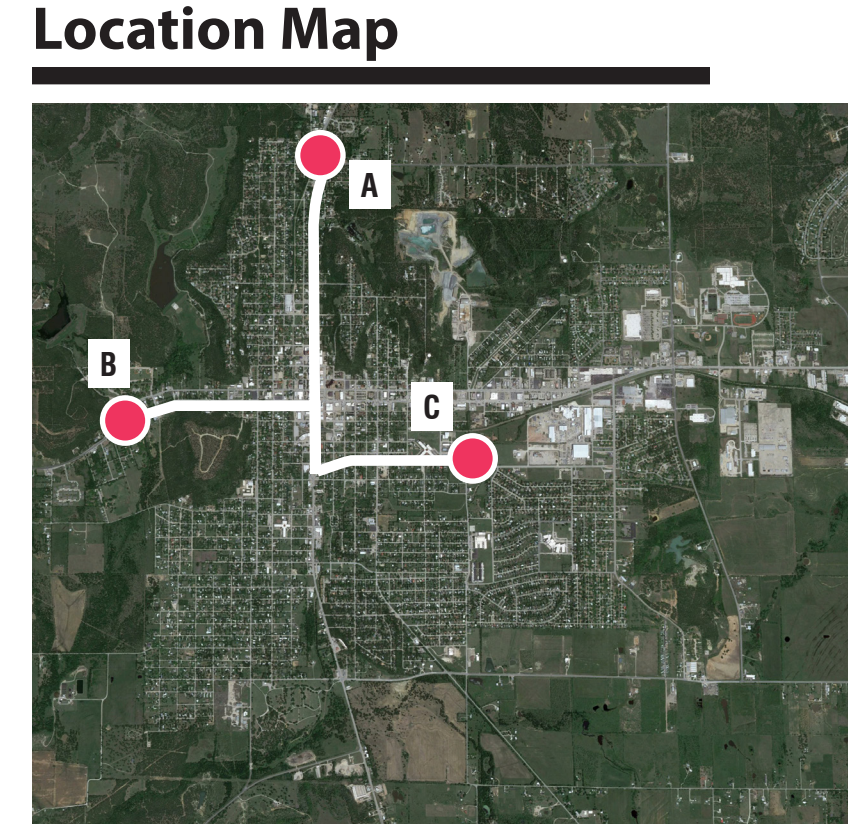
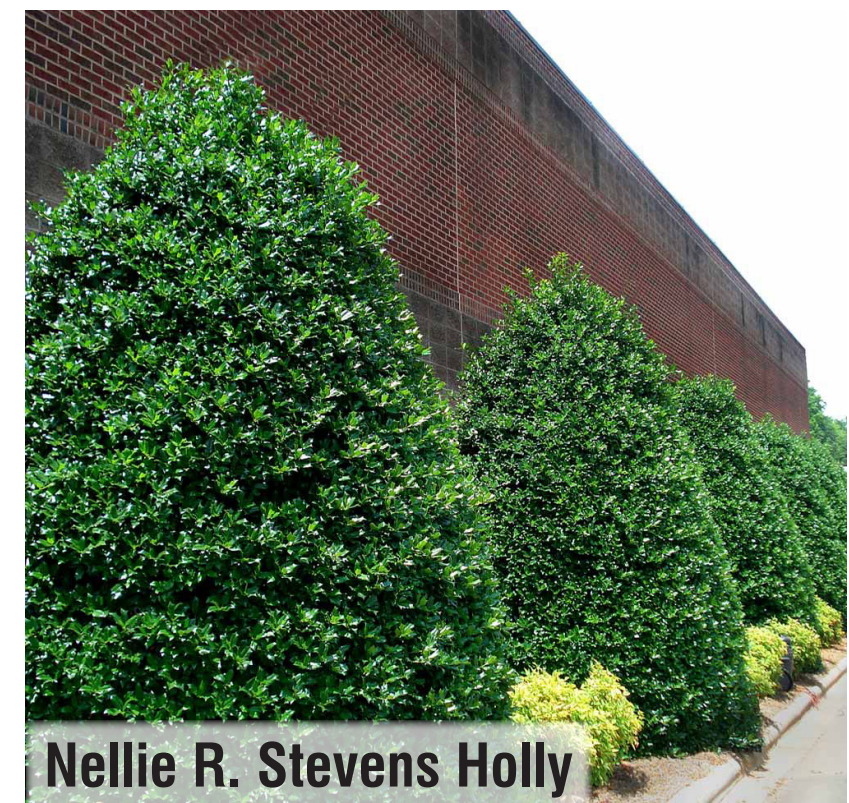


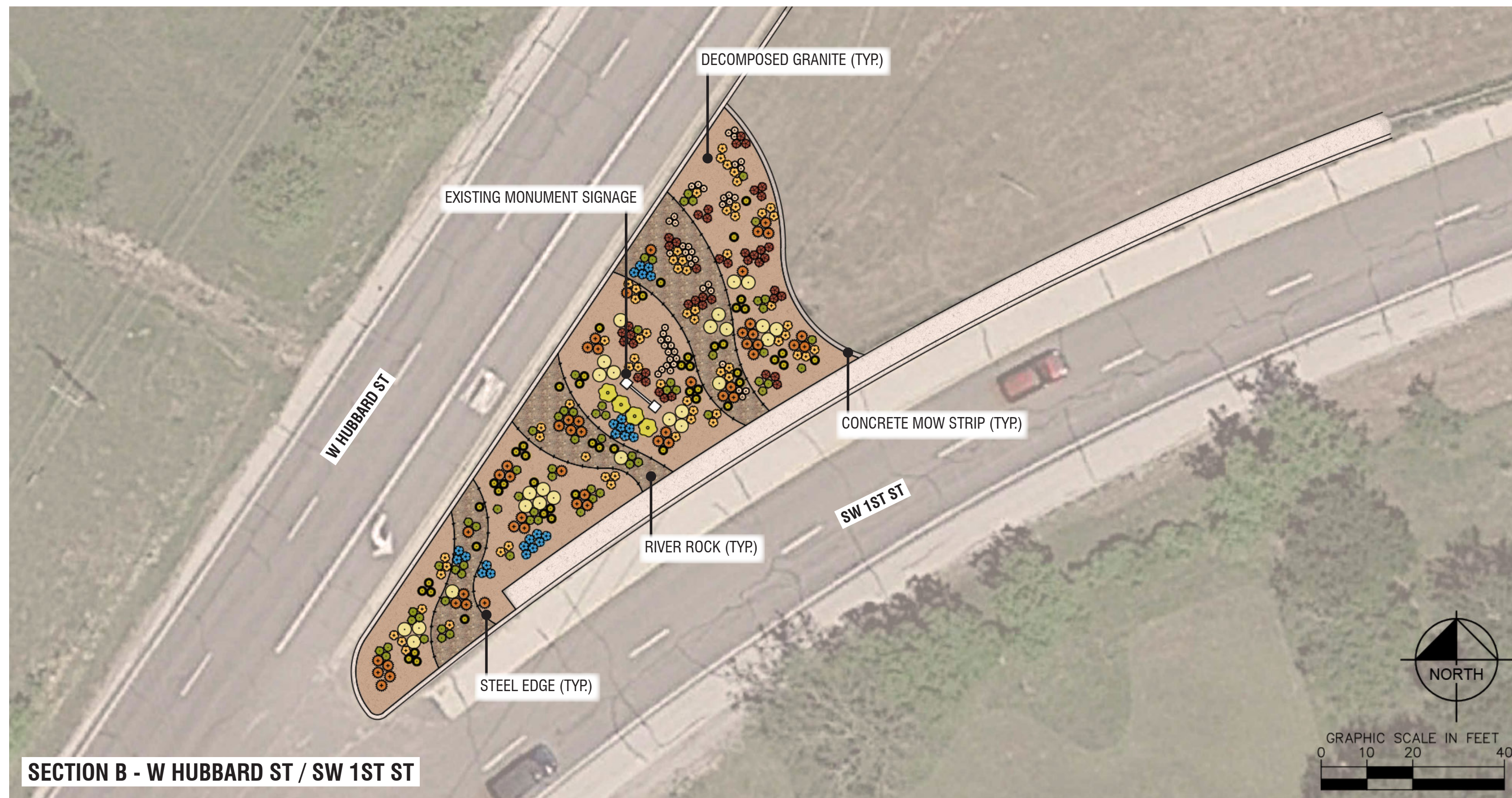
N.T.S.
March 2024



PLANT SCHEDULE N OAK AVE. & NW 23RD ST.

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
SHRUBS					
	ABK	40	ABELIA X GRANDIFLORA 'KALEIDOSCOPE' / KALEIDOSCOPE ABELIA	18" HT, 18" SPR, 36" OC	FULL AND MATCHING
	HES	86	HESPERALOE PARVIFLORA / RED YUCCA	18" HT, 18" SPR, 24" OC	FULL AND MATCHING
	IXH	4	ILEX X 'NELLIE R. STEVENS' / NELLIE R. STEVENS HOLLY	36" HT, 24" SPR, 48" OC	FULL AND MATCHING
	NAL	113	NANDINA DOMESTICA 'LEMON LIME' / LEMON LIME HEAVENLY BAMBOO	12" HT, 12" SPR, 24" OC	FULL AND MATCHING
	SMN	138	SALVIA X SYLVESTRIS 'MAY NIGHT' / MAY NIGHT SAGE	12" HT, 12" SPR, 18" OC	FULL AND MATCHING
	YCA	79	YUCCA FILAMENTOSA 'COLOR GUARD' / COLOR GUARD ADAMS NEEDLE	18" HT, 18" SPR, 24" OC	FULL AND MATCHING
GRASSES					
	MUH	76	MUHLENBERGIA CAPILLARIS / PINK MUHLY	24" HT, 30" OC	FULL AND MATCHING
	NAS	47	NASSELLA TENUISSIMA / MEXICAN FEATHER GRASS	18" HT, 24" OC	FULL AND MATCHING
	PEH	86	PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN DWARF FOUNTAIN GRASS	12" HT, 24" OC	FULL AND MATCHING





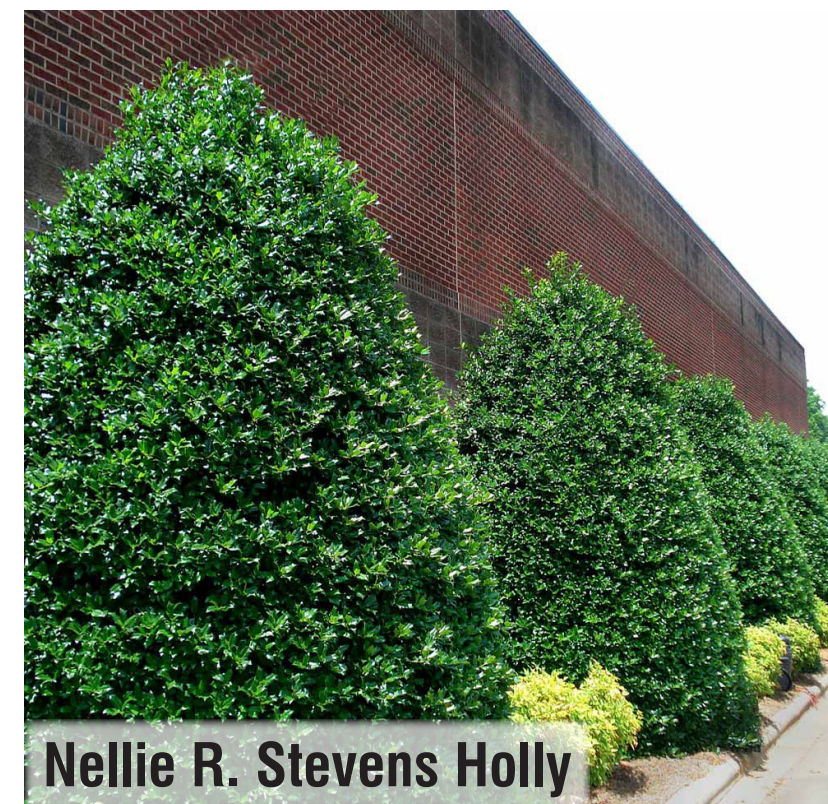
SECTION B - W HUBBARD ST / SW 1ST ST



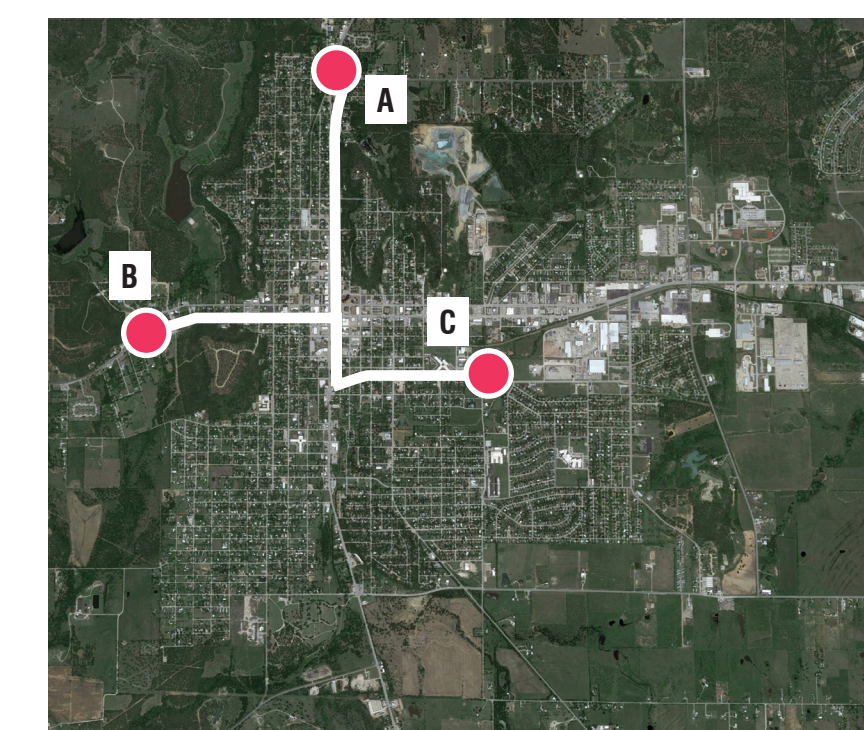
SECTION C - SE 1ST & HUBBARD ST.

PLANT SCHEDULE W HUBBARD ST. / SW 1ST ST.

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
SHRUBS					
	ABK	26	ABELIA X GRANDIFLORA 'KALEIDOSCOPE' / KALEIDOSCOPE ABELIA	18" HT, 18" SPR, 36" OC	FULL AND MATCHING
	HES	65	HESPERALOE PARVIFLORA / RED YUCCA	18" HT, 18" SPR, 24" OC	FULL AND MATCHING
	DXH	4	ILEX 'NELLIE R. STEVENS' / NELLIE R. STEVENS HOLLY	36" HT, 24" SPR, 48" OC	FULL AND MATCHING
	NAL	64	NANDINA DOMESTICA 'LEMON LIME' / LEMON LIME HEAVENLY BAMBOO	12" HT, 12" SPR, 24" OC	FULL AND MATCHING
	SMN	47	SALVIA X SYLVESTRIS 'MAY NIGHT' / MAY NIGHT SAGE	12" HT, 12" SPR, 18" OC	FULL AND MATCHING
	YCA	50	YUCCA FILAMENTOSA 'COLOR GUARD' / COLOR GUARD ADAMS NEEDLE	18" HT, 18" SPR, 24" OC	FULL AND MATCHING
GRASSES					
	MUH	50	MUHLENBERGIA CAPILLARIS / PINK MUHLY	24" HT, 30" OC	FULL AND MATCHING
	NAS	25	NASSELLA TENUISSIMA / MEXICAN FEATHER GRASS	18" HT, 24" OC	FULL AND MATCHING
	PEH	44	PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN DWARF FOUNTAIN GRASS	12" HT, 24" OC	FULL AND MATCHING



Location Map



PLANT SCHEDULE SE 1ST & HUBBARD ST.

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
SHRUBS					
	ABK	8	ABELIA X GRANDIFLORA 'KALEIDOSCOPE' / KALEIDOSCOPE ABELIA	18" HT, 18" SPR, 36" OC	FULL AND MATCHING
	HES	22	HESPERALOE PARVIFLORA / RED YUCCA	18" HT, 18" SPR, 24" OC	FULL AND MATCHING
	SMN	16	SALVIA X SYLVESTRIS 'MAY NIGHT' / MAY NIGHT SAGE	12" HT, 12" SPR, 18" OC	FULL AND MATCHING
	YCA	16	YUCCA FILAMENTOSA 'COLOR GUARD' / COLOR GUARD ADAMS NEEDLE	18" HT, 18" SPR, 24" OC	FULL AND MATCHING
GRASSES					
	MUH	8	MUHLENBERGIA CAPILLARIS / PINK MUHLY	24" HT, 30" OC	FULL AND MATCHING
	NAS	8	NASSELLA TENUISSIMA / MEXICAN FEATHER GRASS	18" HT, 24" OC	FULL AND MATCHING
	PEH	35	PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN DWARF FOUNTAIN GRASS	12" HT, 24" OC	FULL AND MATCHING





**Mineral Wells Green Ribbon
City of Mineral Wells, Texas**

Opinion of Probable Costs: Total

10/24/2024

Item	Unit	Quantity	Cost	Item Cost	
100 6002	PREPARING ROW	STA	3	\$1,500.00	\$4,500.00
164 6008	BROADCAST SEED (PERM)(RURAL)(CLAY)	SY	422	\$0.50	\$211.00
166 6008	FERTILIZER	TON	3	\$1,700.00	\$5,100.00
1000 6007	MULCHING	CY	8.75	\$1,060.00	\$9,275.00
1004 6001	TREE PROTECTION	EA	11	\$500.00	\$5,500.00
168 6001	VEGETATIVE WATERING	MG	6	\$800.00	\$4,800.00
193 6001	LANDSCAPE EDGE	LF	1220	\$45.00	\$54,900.00
170 6001	IRRIGATION SYSTEM (SECTION A)	LS	1	\$20,000.00	\$20,000.00
170 6001	IRRIGATION SYSTEM (SECTION B)	LS	1	\$15,000.00	\$15,000.00
170 6001	IRRIGATION SYSTEM (SECTION C)	LS	1	\$15,000.00	\$15,000.00
192 6004	PLANT MATERIAL (5-GAL)	EA	1156	\$65.00	\$75,140.00
192 6016	PLANT BED PREP	SY	1,403.35	\$20.00	\$28,067.00
193 6001	PLANT MAINTENANCE	MO	12	\$2,500.00	\$30,000.00
193 6007	IRRIGATION SYSTEM OP AND MAINT	MO	12	\$3,500.00	\$42,000.00
500 6001	MOBILIZATION	LS	1	\$38,000.00	\$38,000.00
502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	5	\$9,000.00	\$45,000.00
6185 6002	TRUCK MOUNTED ATTENUATOR	DAY	67	\$300.00	\$20,100.00
6001 6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	3	\$1,500.00	\$4,500.00
506 6040	INSTALL EROSION CONTROL LOGS	LF	1,610	\$4.50	\$7,245.00
506 6043	REMOVE EROSION CONTROL LOGS	LF	1,610	\$1.65	\$2,656.50
432 6041	RIP RAP (SPECIAL)(6")RIVER ROCK	CY	76.53	\$625.00	\$47,831.25
432 6046	RIP RAP (MOW STRIP)(5")CONC.	CY	17.60	\$1,000.00	\$17,600.00
1005 6001	LOOSE AGGREGATE FOR GCVR (DG) (4" DEPTH)	CY	104.81	\$169.00	\$17,712.89
1005 6002	LOOSE AGGREGATE FOR GCVR (AG) (2" DEPTH)	CY	40.73	\$169.00	\$6,883.37
618 6034	COND (PVC) (SCHD 40) 4" (BORE)	LF	134	\$75.00	\$10,050.00
620 6007	ELEC CONDR (NO. 8) BARE	LF	148	\$5.00	\$740.00
SUBTOTAL					\$527,812.01
Contingency (± 10%)					\$51,187.99
TOTAL ESTIMATED CONSTRUCTION COSTS					\$579,000.00

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of probable costs.



**Mineral Wells Green Ribbon
City of Mineral Wells, Texas**

Opinion of Probable Costs: Section A - N. Oak Ave / NW 23rd

10/24/2024

Item		Unit	Quantity	Cost	Item Cost
100 6002	PREPARING ROW	STA	1	\$1,500.00	\$1,500.00
164 6008	BROADCAST SEED (PERM)(RURAL)(CLAY)	SY	378.00	\$0.50	\$189.00
166 6008	FERTILIZER	TON	1	\$1,700.00	\$1,700.00
1000-6007	MULCHING	CY	8.75	\$1,060.00	\$9,275.00
168 6001	VEGETATIVE WATERING	MG	6	\$800.00	\$4,800.00
170 6001	IRRIGATION SYSTEM	LS	1	\$20,000.00	\$20,000.00
192 6004	PLANT MATERIAL (5-GAL)	EA	669	\$65.00	\$43,485.00
192 6016	PLANT BED PREP	SY	696.79	\$20.00	\$13,935.80
193 6001	LANDSCAPE EDGE	LF	766	\$45.00	\$34,470.00
1004 6001	TREE PROTECTION	EA	11	\$500.00	\$5,500.00
506 6040	INSTALL EROSION CONTROL LOGS	LF	878	\$4.50	\$3,951.00
506 6043	REMOVE EROSION CONTROL LOGS	LF	878	\$1.65	\$1,448.70
432 6041	RIP RAP (SPECIAL)(6")RIVER ROCK	CY	40.27	\$625.00	\$25,168.75
432 6046	RIP RAP (MOW STRIP)(5")CONC.	CY	11.51	\$1,000.00	\$11,510.00
1005 6001	LOOSE AGGREGATE FOR GCVR (DG) (4" DEPTH)	CY	50.52	\$169.00	\$8,537.88
1005 6002	LOOSE AGGREGATE FOR GCVR (AG) (2" DEPTH)	CY	25.28	\$169.00	\$4,272.32
618 6034	COND (PVC) (SCHD 40) 4" (BORE)	LF	23	\$75.00	\$1,725.00
620 6007	ELEC CONDR (NO. 8) BARE	LF	46	\$5.00	\$230.00

TOTAL ESTIMATED CONSTRUCTION COSTS \$191,698.45

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of probable costs.



Mineral Wells Green Ribbon
City of Mineral Wells, Texas

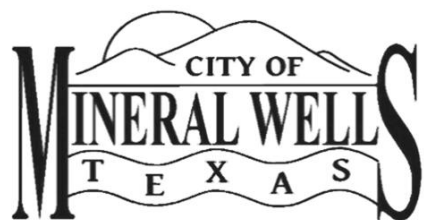
Opinion of Probable Costs: Section B - W Hubbard St / SW 1st St

10/24/2024

Item		Unit	Quantity	Cost	Item Cost
100 6002	PREPARING ROW	STA	1	\$1,500.00	\$1,500.00
164 6008	BROADCAST SEED (PERM)(RURAL)(CLAY)	SY	44.00	\$0.50	\$22.00
166 6008	FERTILIZER	TON	1	\$1,700.00	\$1,700.00
170 6001	IRRIGATION SYSTEM	LS	1	\$15,000.00	\$15,000.00
192 6004	PLANT MATERIAL (5-GAL)	EA	375	\$65.00	\$24,375.00
192 6016	PLANT BED PREP	SY	485.89	\$20.00	\$9,717.80
193 6001	LANDSCAPE EDGE	LF	242	\$45.00	\$10,890.00
506 6040	INSTALL EROSION CONTROL LOGS	LF	407	\$4.50	\$1,831.50
506 6043	REMOVE EROSION CONTROL LOGS	LF	407	\$1.65	\$671.55
432 6046	RIP RAP (MOW STRIP)(5")CONC.	CY	1.02	\$1,000.00	\$1,020.00
432 6041	RIP RAP (SPECIAL)(6")RIVER ROCK	CY	22.93	\$625.00	\$14,331.25
1005 6002	LOOSE AGGREGATE FOR GCVR (AG) (2" DEPTH)	CY	7.64	\$169.00	\$1,291.16
1005 6001	LOOSE AGGREGATE FOR GCVR (DG) (4" DEPTH)	CY	38.67	\$169.00	\$6,535.23
618 6034	COND (PVC) (SCHD 40) 4" (BORE)	LF	57	\$75.00	\$4,275.00
620 6007	ELEC CONDR (NO. 8) BARE	LF	57	\$5.00	\$285.00

TOTAL ESTIMATED CONSTRUCTION COSTS \$93,445.49

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of probable costs.



Mineral Wells Green Ribbon
City of Mineral Wells, Texas

Opinion of Probable Costs: Section C -E Hubbard & SE 1st

10/24/2024

Item		Unit	Quantity	Cost	Item Cost
100 6002	PREPARING ROW	STA	1	\$1,500.00	\$1,500.00
166 6008	FERTILIZER	TON	1	\$1,700.00	\$1,700.00
170 6001	IRRIGATION SYSTEM	LS	1	\$15,000.00	\$15,000.00
192 6004	PLANT MATERIAL (5-GAL)	EA	112	\$65.00	\$7,280.00
192 6016	PLANT BED PREP	SY	220.67	\$20.00	\$4,413.40
193 6001	LANDSCAPE EDGE	LF	212	\$45.00	\$9,540.00
506 6040	INSTALL EROSION CONTROL LOGS	LF	325	\$4.50	\$1,462.50
506 6043	REMOVE EROSION CONTROL LOGS	LF	325	\$1.65	\$536.25
432 6046	RIP RAP (MOW STRIP)(5")CONC.	CY	5.07	\$1,000.00	\$5,070.00
432 6041	RIP RAP (SPECIAL)(6")RIVER ROCK	CY	13.33	\$625.00	\$8,331.25
1005 6002	LOOSE AGGREGATE FOR GCVR (AG) (2" DEPTH)	CY	7.81	\$169.00	\$1,319.89
1005 6001	LOOSE AGGREGATE FOR GCVR (DG) (4" DEPTH)	CY	15.62	\$169.00	\$2,639.78
618 6034	COND (PVC) (SCHD 40) 4" (BORE)	LF	54	\$75.00	\$4,050.00
620 6007	ELEC CONDR (NO. 8) BARE	LF	45	\$5.00	\$225.00

TOTAL ESTIMATED CONSTRUCTION COSTS **\$63,068.07**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids. or actual costs will not vary from its opinions of probable costs.

Item	Green Ribbon Project - Mineral Wells Beautification Improvements	Finish	2024			2025													
			O	N	D	J	F	M	A	M	J	J	A	S	O	N	D		
	<i>Description</i>																		
	Project Set-Up Phase																		
	Execute TXDOT Amended Funding Agreement																		
1	TXDOT: Award Letter to Mineral Wells	10/16/24																	
2	TXDOT: Funding Agreement to Mineral Wells	11/4/24																	
3	Mineral Wells Council Approval of TXDOT Funding Agreement	11/5/24																	
	Design & Bid Phase																		
4	City of Mineral Wells: Contract to Ciy of Mineral Wells	10/30/24																	
5	City of Mineral Wells: Design Contract Execution	11/5/24																	
6	Kimley Horn: 60 % Design Plans and Environmental Documents	1/10/25																	
7	<i>TXDOT Review 60% Plans (approx. 1 month review)</i>	<i>2/7/25</i>																	
8	Kimley Horn: 95% Design Plan and Specification Development	2/21/25																	
9	<i>TXDOT Review 95% Plans (approx. 1 month review)</i>	<i>3/21/25</i>																	
10	<i>Environmental Clearance</i>	<i>3/21/25</i>																	
11	Kimley Horn: 100% Design Plan and Specification Development (Austin Submittal)	3/28/25																	
12	<i>TXDOT Review 100% Plans (approx. 1 month review)</i>	<i>4/25/25</i>																	
13	Advertise for Bid	5/12/25																	
14	District Approval - Letting Date	5/26/25																	
15	Mineral Wells Council Award of Construction Contract	6/3/25																	
	Construction Phase																		
16	Mobilization	9/8/25																	
17	Fine Grade and Prepare Landscaped Areas	9/15/25																	
18	Irrigation Installation	10/13/25																	
19	Landscaping and Amenities Installation	10/27/25																	
20	Project Punchlist	11/10/25																	

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Green Ribbon Project
On-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 **City of Mineral Wells**, 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 **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Landscape and Irrigation Improvements**. 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 _____, 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.

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

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

AGREEMENT

1. Responsible Parties:

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

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

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

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of include landscape, hardscape, and irrigation. Planting will consist of Texas native and adaptive shrubs. Hardscape improvements will include decomposed granite, hardwood mulch, and river rock mulch, and the existing perimeter mow strips will be preserved for maintenance and safety. This project is located along US-281 and US-180 within the limits of the City of Mineral Wells as shown in Attachment A.

4. Project Sources and Uses of Funds

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

5. Termination of This Agreement

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

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

6. Amendments

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

7. Remedies

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

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

11. Architectural and Engineering Services

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

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

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

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

13. Project Maintenance

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

14. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

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

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

15. Insurance

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

16. Notices

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

Local Government:	State:
City of Mineral Wells ATTN: City Manager 734 Warren Road Mineral Wells, TX, 76067	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & 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.

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

- 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).

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

- 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

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

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

28. Debarment Certifications

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

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

31. Single Audit Report

If federal funds are used:

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

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

Typed or Printed Name

Typed or Printed Title

Date

Signature

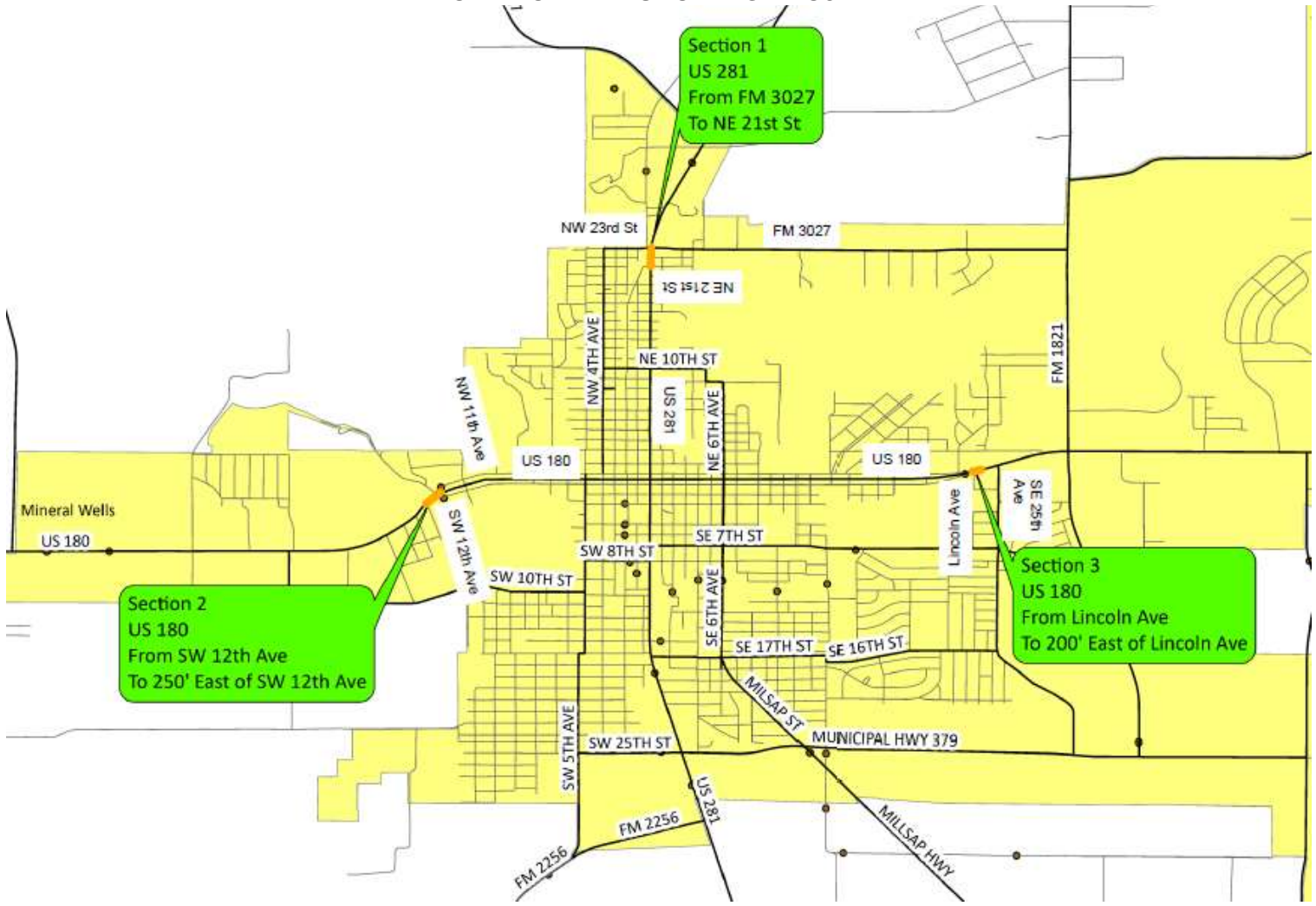
Typed or Printed Name

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**



TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal/state 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
Environmental(by Local Government)	\$5,000	0%	\$0	0%	\$0	100%	\$5,000
Engineering (by Local Government)	\$50,000	0%	\$0	0%	\$0	100%	\$50,000
Construction (by State)	\$579,009	80%	\$463,207	20%	\$115,802	0%	\$0
Subtotal	\$634,009		\$463,207		\$115,802		\$55,000
Environmental Direct State Costs	\$2,199	0%	\$0	100%	\$2,199	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Engineering Direct State Costs	\$2,199	0%	\$0	100%	\$2,199	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$40,473	0%	\$0	100%	\$40,473	0%	\$0
Indirect State Costs	\$33,539	0%	\$0	100%	\$33,539	0%	\$0
TOTAL	\$712,421		\$463,207		\$194,214		\$55,000

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-39-051	AFA ID	Z00011285	CFDA No.	20.205
AFA CSJs	0902-39-051			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	28350		
Project Name	Mineral Wells GR 2025			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

STATE OF TEXAS §
COUNTY OF PALO PINTO §
CITY OF MINERAL WELLS §

RESOLUTION 2025 - _____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINERAL WELLS, TEXAS, the City Council of the City of Mineral Wells authorizes an Advance Funding Agreement with the Texas Department of Transportation relating to a Green Ribbon Landscaping Project along US 281 and US 180 (0902-39-051). The total estimated construction costs of \$579,000.00; will be allocated based on 80% Federal estimated to be \$463,200 and 20% State estimated to be \$115,800 with the State responsible for construction cost overruns. The environmental and engineering costs will be allocated based on 100% Local Government funding with the Local Government responsible for environmental and engineering cost overruns. The City Manager is authorized to execute all documents necessary to complete this transaction.

ADOPTED BY THE MINERAL WELLS CITY COUNCIL in a public meeting and that public notice of the time, place and purpose of said meeting was given as required by law on this 4th day of February 2025.

Reagan Johnson, Mayor
City of Mineral Wells, Texas

ATTEST:

Sharon McFadden, City Clerk

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on the Order of Election for the May 3, 2025, general election to elect Councilmembers for those with expiring terms.

(Considerar y tomar las medidas apropiadas sobre el Ordn de Eleccion para el 3 de mayo de 2025 eleccion general para elegir miembros del consejo para aquellos con maddatos vencidos.)

INITIATOR/STAFF INFORMATION SOURCE

Sharon McFadden, City Clerk

BACKGROUND

This item is to order a general election to be held on May 3, 2025, to elect the following:

(Este punt es para ordenar una eleccion general que se llevara a cavo el 3 mayo de 2025, para elegit a los siguinetes:)

At-Large Place One Council Member *(en general coloque a un miembro del consejo)*

At-Large Place Two Council Member *(en general lugar dos miembros del consejo)*

Ward Two Council Member *(Miembro del consejo del distrito dos)*

Ward Four Council Member *(Miembro del donsejo del distrito cuatro)*

This item was tabled at the January 21, 2025 meeting due to changes made by the County Elections Administrator.

(Este artículo fue presentado el 21 de enero de 2025 .reunión debido a cambios realizados por el Administrador de Elecciones del Consejo.)

EXHIBITS

1. 2025 Order of Election

ITEM NUMBER 5.
MEETING DATE 2/4/2025

ORDER OF ELECTION FOR THE CITY OF MINERAL WELLS, TEXAS

An election is hereby ordered to be held on May 3, 2025, for Electing At-Large Place One Council Member, At-Large Place Two Council Member, Ward Two Council Member, and Ward 4 Council Member.
(Por la presente se ordena la celebración de una elección el 3 de mayo de 2025 para elegir a un miembro del consejo general, Miembro del Consejo At-Large del Lugar Dos, Miembro del Consejo del Distrito Dos y Miembro del Consejo del distrito cuatro)

Early voting by personal appearance will be conducted each weekday at:
(La votación anticipada en persona se llevará a cabo todos los días de la semana en:)

ELECTION PRECINCT / TOWNS AND LOCATIONS
(ELECCION DE PRECINTO) / (PUEBLOS Y LA UBICACIONES)

Palo Pinto County Mineral Wells Annex
100 S.E. 6TH Ave.
Mineral Wells, TX 76067

Early Voting Hours and Days:
(Horarios y días de votación anticipada:)

Hours for Early Voting

Tuesday, April 22, 2025	8:00 am – 5:00 pm
Wednesday, April 23, 2025	8:00 am – 5:00 pm
Thursday, April 24, 2025	7:00 am – 7:00 pm
Friday, April 25, 2025	8:00 am – 5:00 pm
Monday, April 28, 2025	7:00 am – 7:00 pm
Tuesday, April 29, 2025	8:00 am – 5:00 pm

Applications for ballots by mail may be obtained by calling **940-659-1217**, Applications for ballots by mail must be received by the Early Voting Clerk **No later than the close of business on Tuesday April 22, 2025**
(Las solicitudes de boletas por correo se pueden obtener llamando 940-659-1217, Las solicitudes de boletas por correo deben ser recibidas por el Secretario de Votación a más tardar al cierre de operaciones del martes 22 de abril de 2025.)

Applications for ballot by mail shall be mailed to:
(Las solicitudes de votación por correo se enviarán por correo a:)

Laura Watkins
Early Voting Clerk
100 S.E. 6th Ave., Suite 205
Mineral Wells, TX 76067
940-659-1217

Palo Pinto County Mineral Wells Annex
100 S.E. 6TH Ave.
Mineral Wells, TX 76067

Election Day Polling Locations are open: May 3, 2025, 7:00 a.m. – 7:00 p.m.
(Los lugares de votación el día de las elecciones están abiertos:)

Issued this on the 4th day of February 2025

Regan L. Johnson, Mayor

Kyle Wayne Kelley, Council Member At-Large Place 1

Jonathon Rusher, Council Member Ward 1

Glenn Mitchell, Council Member At-Large Place 2

Carlos Maldonado, Council Member Ward 2

Beth Watson, Council Member Ward 3/Mayor Pro-Tem

VACANT

Council Member Ward 4