Nacogdoches
the oldest town in Texas

July 16, 2024

Notice is hereby given of a Regular Meeting of Nacogdoches City Council to be held on the above date in the City Council Chambers of City Hall, 202 E. Pilar Street, Nacogdoches, Texas, beginning at 5:30 p.m. for the purpose of considering the following agenda items.

Some City Council Members may attend via videoconference but a quorum of the City Council and the Presiding Officer will be present at the above-stated physical location. The meeting will be streamed live at: https://www.nactx.us/21. There will be an opportunity for the public to comment on agenda items in person in Council Chambers.

PLEASE LIMIT PRESENTATIONS TO THREE MINUTES
(UNLESS PRIOR APPROVAL IS OBTAINED)

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.

4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.

5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.

   A. Consider approval of a final change order to the construction contract of the ongoing Park Street Storm Sewer Relocation Project in the amount of $30,108.75 (Director of Public Works).

   B. Consider approval and acceptance of the Texas State Library and Archives Commission (TSLAC) Special Projects Grant: Armchair Adventures, in the amount of $10,497.00. (Library Assistant Manager)

   C. Consider approval of the purchase of a thickener auger replacement at the Wastewater Treatment Plant from Zone Industries, for a not-to-exceed amount of $49,914.00 (Director of Public Works).

D. Consider approval of grant participation agreements with TxDOT for a runway/taxiway pavement rehabilitation project, and an Airport Layout Plan update project, at the A.L. Mangham Jr. Regional Airport. (Airport Manager)

E. Consider approval of minutes for the July 2, 2024, Regular City Council Meeting, and the July 9, 2024, Special City Council Meeting. (City Secretary)

6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.

   A. Consider approval of a proposed City policy for the issuance of trespass warnings to protect against unlawful and disruptive activities and persons at City-owned buildings and property. (City Attorney)

   B. Receive a presentation on the 2024 Texas Blueberry Festival. (Kelly Augustine, President, Chamber of Commerce)

7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.

   A. Personnel Matters – Pursuant to Texas Government Code Section 551.074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this executive session is to discuss the annual evaluation and extension of the City Attorney's contract.

8. ADJOURN.

Rhonda Lewis
City Secretary

This agenda is posted as required under G. C. Section 551.041. For more information or a copy of the Open Meetings Act, please contact Attorney General of Texas at 1-800-252-8011; City Secretary at (936) 559-2506 or visit City of Nacogdoches web site at www.nactx.us.

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on July 11, 2024, at 5:00 p.m., and remained posted until the meeting convened.

Rhonda Lewis, City Secretary

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City Council Meeting

Date: July 16, 2024

Agenda Item: 5.A.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a final change order to the construction contract of the ongoing Park Street Storm Sewer Relocation Project in the amount of $30,108.75 (Director of Public Works).

SUMMARY/BACKGROUND: The City of Nacogdoches entered into a contract with Duplichain Contractors in early 2023 for the Park Street Emergency Storm Sewer Replacement Project to abandon and relocate failing storm sewer lines, which were under a church and several homes.

The original contract price for this work was $689,510.00. During construction, several construction items were identified as necessary additions to the project scope once excavations were underway, including additional concrete repair, pipe replacements and extensions not anticipated during design, as well as associated drainage inlets in these locations, additional abandonment and site restoration quantities. The cumulative change order amount for the project is now requiring Council action to execute the final Change Order 2.

With these change orders, the new final project cost would be $749,818.75. Staff recommends approval of Change Order 2 in the amount of $30,108.75. This project is being funded by ARPA.

FINANCIAL:
Item is budgeted:
Account No.: 24.75 680.31
Account Name: *ARPA Drainage Improvements*
Amount: $30,108.75

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Infrastructure

CITY CONTACT: Case Opperman, Director of Public Works
oppermanc@nactx.us
(936) 559-2515

ATTACHMENTS: 1. Final Change Order - Duplichain Contractors, LLC

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 2

Date of Issuance:	4/22/2024	Effective Date:	4/22/2024
Owner:	City of Nacogdoches	Owner's Contract No.:	SLFRF4644
Contractor:	Duplichain Contractors, LLC	Contractor's Project No.:	
Engineer:	KSA	Engineer's Project No.:	101405
Project:	CLFRF Infrastructure Improvements	Contract Name:	Park Street Emergency Storm Sewer Replacement

The Contract is modified as follows upon execution of this Change Order:

Description: Add abandoment of the existing culvert under the church with flowable fill.

Attachments: Pay item changes & Contractor change order request.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 689,510.00	Original Contract Times: Substantial Completion: 120 days Ready for Final Payment: 150 days days or dates
[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 1 : $ 30,200.00	[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 1 : Substantial Completion: 30 days Ready for Final Payment: 30 days days
Contract Price prior to this Change Order: $ 719,710.00	Contract Times prior to this Change Order: Substantial Completion: 150 days Ready for Final Payment: 180 days days or dates
[Increase] ~~[Decrease]~~ of this Change Order: $ 30,108.75	[Increase] ~~[Decrease]~~ of this Change Order: Substantial Completion: 30 days Ready for Final Payment: 30 days days or dates
Contract Price incorporating this Change Order: $ 749,818.75	Contract Times with all approved Change Orders: Substantial Completion: 180 days Ready for Final Payment: 210 days days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: [signature]
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title:	Title: Vice President
Date: 4/22/2024	Date	Date: 5/23/24

Approved by Funding Agency (if applicable)

By: Date:

Title:

Nacogdoches
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City Council Meeting

Date: July 16, 2024

Agenda Item: 5.B.

PRESENTER: Crystal Hicks

ITEM/SUBJECT: Consider approval and acceptance of the Texas State Library and Archives Commission (TSLAC) Special Projects Grant: Armchair Adventures, in the amount of $10,497.00. (Library Assistant Manager)

SUMMARY/BACKGROUND: The Nacogdoches Public Library applied for and received a Special Projects grant, Armchair Adventures, from the Texas State Library and Archives Commission (TSLAC), in the amount of $10,497 for the purchase of assistive technology and a VR (virtual reality) service subscription.

This is a federal reimbursement grant with no matching funds requirements.

The Library has been awarded a Special Projects grant several times, most recently in the year 2020, for the purchase of hotspots, and in 2024, for a college preparation series for prospective college students.

FINANCIAL:
Item is not budgeted *(Budget Amendment required – see attached)*
Revenue Account No.: 24.560.31
Project Code: 224-04
Account Name: *Library Grant Revenue*
Amount: $10, 497.00

Item is not budgeted
Account No.: 24.21.610.35
Account Name: *Office Equipment*
Amount: $5,697.00

Item is not budgeted
Account No.: 24.21.630.35
Account Name: *Subscriptions*
Amount: $4,800.00

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
No financial impact associated with this item

CITY CONTACT: Crystal Hicks, Assistant Library Manager
hicksc@nactx.us
(936) 559-2944

ATTACHMENTS:

1. Source – FY25 Award Letter – Special Projects - Judy B McDonald Public Library
2. TSLAC Special Projects Grant 2025 - Armchair Adventures Application

Official Award Notification for Competitive Grants

State Fiscal Year 2025

Subrecipient Information

City of Nacogdoches, Judy B McDonald Public Library
1112 North St
Nacogdoches, TX 75961-4482
FUEI: JK3KNJACE7L1

Project Manager: Crystal Hicks, hicksc@nactx.us
Library Director: Mercedes Franks, franksm@nactx.us

Basic Award Information	
Awarding Agency:	Texas State Library & Archives Commission
Grant Program:	Competitive — Special Projects 25 2025
State Award Date:	June 7, 2024
Grant Number:	SPP-25010
Grant Period Start Date:	July 1, 2024
Grant Period End Date:	June 30, 2025
Source of funds:	Federal — Institute of Museum and Library Services (IMLS)
CFDA No. & Name:	45.310 — Grants to States
Federal Award Identification Number (FAIN):	LS-256843-OLS-24
Federal Award Date:	April 18, 2024
Amount of Federal Funds Obligated by this Action:	$ 10,497.00
Total Amount of Federal Funds Obligated:	$ 10,497.00
Total Amount of Award:	**$ 10,497.00**
Indirect Cost Rate:	0.000
Funding Type:	Reimbursement

Basic Award Information

1. This grant award is governed by the approved grant application and signed grant contract. Subrecipient shall provide services as outlined in the approved grant application (Special Projects Grant for SFY 2024) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes as designated in the TSLAC grant contract. The approved grant application submitted by Subrecipient is incorporated into the contract as if fully set forth therein. In the event of any conflict between the grant application and the contract, the contract shall prevail.
2. Grant support is provided under the following state and federal rules as applicable:
   a. Special Projects Grant Program Guidelines for SFY 2025;
   b. General Grant Guidelines, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119;
   c. Texas Uniform Grants Management Standards (UGMS) *(https://comptroller.texas.gov/purchasing/docs/ugms.pdf);* and
   d. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) *(https://federalregister.gov/a/2013-30465)*.
3. The Subrecipient's grant-related staff must complete all TSLAC grant management training as applicable to their grant duties.
4. The Subrecipient's authorizing official must sign and return the required grant contract to indicate acceptance of the award and compliance with the statutory and regulatory requirements before any funds will be reimbursed.

Performance Goals:

Subrecipient is to report on grant performance as designated and scheduled in the TSLAC grant contract.

Conditions of Funding:

There are no conditions of funding attached to this grant award.

TSLAC Contact Information

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Dominic Gonzales, Grants Administrator
E-mail: grants@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to: Arturo Villarreal, Grants Accountant
E-mail: grants.accounting@tsl.texas.gov

TSLAC Authorized Official	Sarah Karnes, Division Director Library Development and Networking June 18, 2024

Grant Program *

Special Projects 25 2025

Name

Judy B McDonald Public Library

Legal Entity

City of Nacogdoches

Project Title *

Armchair Adventures

Project Manager *

Crystal Hicks

Submit Date

2/6/2024 2:29 PM

Program Partners

Nacogdoches Senior Center
Friends of the Nacogdoches Library Bookmobile

Program Abstract

Armchair Explorations is an outreach program designed to enrich the lives of seniors through the exploration of VR technology and a tech petting zoo. This initiative aims to bridge the digital divide by providing VR headsets, tablets, e-readers, and assistive technology t seniors, empowering them to embark on virtual adventures and explore the digital landscape. Experienced library staff will conduct interactive sessions at various outreach sites on a routine basis.
Through the Tech Petting Zoo, participants will have hands-on access to cutting-edge devices, fostering digital literacy and enhancing their technological proficiency. The VR component will transport seniors to new worlds, enabling immersive experiences and fostering social connections.

Criterion 01

Needs Assessment (15 points):
-Describe why the program is needed, the program goals and the targeted audience.
-Describe the greater community to be served using demographic statistics, library records, or surveys to support these statements.
-Attach letters of cooperation demonstrating commitment to the project from agencies involved. See guidelines.
(7500 character limit)

Answer

The Armchair Adventures program addresses the pressing need for digital inclusion among seniors, a demographic often overlooked in the rapidly advancing technological landscape. With a growing reliance on digital platforms for communication, information access, and entertainment, seniors face isolation and exclusion due to limited technology adoption. This program aims to bridge this gap, recognizing that technological literacy is essential for overall well-being and social integration.
Armchair Adventures addresses the isolation and cognitive decline often experienced by seniors, promoting mental stimulation and overall well-being. By taking the equipment directly to community centers, senior residences, and other facilities frequented by seniors, we ensure accessibility for all. This grant will empower seniors to embrace technology, fostering a sense of curiosity, connection, and community engagement. Armchair Explorations is not just a technological initiative; it's a catalyst for senior empowerment and societal connectivity.
Program Goals:
Digital Inclusion: Equip seniors with VR headsets, and access to tablets, e-readers, and assistive technology to enhance their digital literacy and participation in the digital age.
Social Connection: Foster a sense of community and combat social isolation by facilitating interactive sessions and shared virtual experiences, promoting meaningful connections among seniors. The gatherings themselves will offer contact with library staff and volunteers, and the VR headsets will enable virtual interactions with others, potentially across the globe.
Technological Proficiency: Provide hands-on experience through the Tech Petting Zoo, allowing seniors to explore various devices, thus building confidence and proficiency in using technology. The Petting Zoo also affords an opportunity to test different devices firsthand to make consumer decisions.
Cognitive Stimulation: Utilize VR experiences and interactive technologies to stimulate cognitive functions, contributing to mental acuity and overall cognitive well-being. In our experience, VR headsets seem
Community Outreach: Extend the program beyond the library walls by regularly visiting community centers, senior residences, and outreach sites to ensure widespread access.
Target Audience:
The program primarily serves seniors aged 65 and above, recognizing the unique challenges they face in adapting to evolving technologies. This demographic is often marginalized in digital spaces, leading to decreased social engagement and cognitive stimulation. Armchair Adventures aims to empower this audience by tailoring the program to meet their specific needs, ensuring inclusivity and relevance.
Community Profile:
Demographic statistics indicate a significant senior population within our community, comprising 15.3% of residents aged 65 and above. Anecdotally, there is a lower engagement with digital resources among seniors, indicating a digital divide.
Armchair Adventures aligns with the community's values and needs, utilizing technology as a tool for empowerment and connection. By leveraging demographic insights, library data, and community feedback, the program is strategically designed to address the unique challenges faced by seniors in our community.

Criterion 02

Program Design (20 points):
-Thoroughly describe the services, programs, and activities and the locations where they will be offered.
-Explain how these services will attract shared library users.
-Collaborative projects have priority and inclusion of relevant community organizations is encouraged.
(7500 character limit)

Answer

Services, Programs, and Activities:
Virtual Reality (VR) Experiences:
Engage seniors in immersive virtual adventures, cultural tours, and educational simulations using VR headsets.
Trained facilitators guide participants through experiences that cater to diverse interests, from travel to history.
Tech Petting Zoo:
Offer hands-on exploration of tablets, e-readers, and assistive technology devices.
Trainers provide one-on-one assistance, ensuring seniors feel comfortable and confident navigating these devices.
Interactive Workshops:
Conduct regular workshops on digital literacy, covering topics such as internet safety, email communication, and using e-readers.
Facilitate group activities that encourage collaboration, fostering a sense of community.
Community Outreach:
Visit community centers, senior residences, and other outreach sites on a routine basis.
Tailor services to the specific needs and preferences of each location, ensuring inclusivity.
Social Connection Sessions:
Organize group sessions where seniors can share their experiences with technology, creating a supportive environment.
Promote intergenerational connections by involving local youth volunteers as technology mentors.
Locations:
Public Library:
Central location for ongoing programs, workshops, and access to the complete range of devices.
Serves as the program's headquarters, offering a consistent schedule of activities.
Senior Center:
Regularly scheduled visits to the Senior Center provide convenient access for seniors at a location where they already are.
Tailor workshops and experiences based on the interests of each community group.
Senior Residences:
Bring Armchair Adventures directly to seniors in assisted living and independent living facilities.
Customize sessions to accommodate varying levels of mobility and accessibility needs.
Mobile Outreach Unit:
Utilize the mobile unit equipped with VR stations and a Tech Petting Zoo to reach underserved areas and neighborhoods lacking easy access to the library.
Attracting Shared Library Users:
Cross-Promotion:
Advertise Armchair Adventures through existing library channels, leveraging our newsletter, social media accounts, and website announcements.
Highlight the program's connection to the library's commitment to lifelong learning and community engagement.
Collaborative Events:
Coordinate events that combine traditional library services with Armchair Adventures, encouraging shared use.
Host sessions at other library events based on the theme or topic, i.e. offering VR experiences at our Big Read events that explore other areas of the world.
Feedback Integration:
Collect feedback from Armchair Adventures participants to inform future library programming.
Use insights to enhance and expand shared services that align with the evolving needs of the community.

Criterion 03

Project Impact (15 points):
-Describe the impact your project will have on library services and users locally, as well as regionally, or statewide.
-This may include how the proposed project is a model program that would benefit other communities.
(7500 character limit)

Answer

Local Impact:
Enhanced Accessibility: Armchair Adventures will democratize access to technology, making the library and our outreach sites hubs for inclusive digital experiences. Seniors who may have felt marginalized by technological advancements will become active participants, fostering a more diverse and engaged local library community.
Community Connection: The program's community outreach will strengthen the library's ties with the local senior center, residences, and diverse neighborhoods. This increased visibility and engagement will position the library as a vital community resource, fostering a sense of belonging and shared experiences.
Increased Library Usage: As seniors become familiar with the library through Armchair Adventures, they are likely to explore other libra services and resources. This will lead to increased library usage, from borrowing books to attending workshops, creating a positive ripple effect on overall library engagement. In particular, the Tech Petting Zoo will almost certainly increase usage of our library's digita collection.
Regional and Statewide Impact:
Model Program for Digital Inclusion: Armchair Adventures serves as a model program for other libraries in the region and statewide aiming to address digital inclusion among seniors. The comprehensive approach, including VR experiences, a Tech Petting Zoo, and community outreach, offers a blueprint for adapting to the evolving needs of aging populations.
Best Practices Sharing: The library will actively share the success stories, best practices, and program frameworks with regional and statewide library networks. This collaborative approach will contribute to a collective effort to enhance digital literacy and social engagement among seniors, setting a precedent for future initiatives.
Collaboration and Funding Opportunities: The success of Armchair Adventures may attract regional and statewide partnerships, leadinc to collaborative initiatives and shared funding opportunities. This cross-library collaboration will strengthen the collective impact on digital inclusion initiatives, creating a supportive network for ongoing projects.
Advocacy for Senior Empowerment: As the program gains recognition, the library can advocate at the regional and state levels for increased support for senior empowerment initiatives. This could lead to policy changes, increased funding, and a broader recognition of the importance of technology programs for seniors in public libraries.
In summary, Armchair Adventures will not only transform the local library experience for seniors but will also serve as a beacon for regional and statewide libraries grappling with the challenges of digital inclusion among aging populations. By sharing lessons learned and best practices, the project has the potential to contribute to a broader movement toward creating more inclusive, technology-driven library spaces for seniors across the state and region.

Criterion 04

Personnel (5 points):
-Identify who will administer the funds and which positions will provide the services.
-List how much time will be spent in each position on assigned duties.
-List how the qualifications of each person relate to their job duties. Full job descriptions are required for new hires.
(7500 character limit)

Answer 04

Assistant Library Manager: Project Lead with twelve years of programming experience who will design the demonstrations and tutorials and act as liaison with partners and outreach sites. After the initial launch, she will spend approximately 5-10 hours per month on the project, including outreach visits.
Program Coordinator: With 5 years of experience in implementing programs for all ages, the Program Coordinator will assist with outreach and demonstrations. After the initial launch, she will spend approximately 5-10 hours per month on the project, including outreach visits.
Friends of the Library: Nonprofit volunteers who conduct the Bookmobile outreach to nine assisted living centers. They are very knowledgeable about the residents and needs of each location after over ten years of monthly service to the sites. The volunteers spen several hours per month at each site.
Library Staff: Staff will receive training on the devices and will be able to facilitate programs and maintain the equipment. Each of the 6 full and part time staff will receive at least 1 hour of initial training and will attend an outreach trip to put their learning to action.
Senior Center Staff: Staff will enable the library team to have access to sites and information on ideal program times. Staff will post flyer and distribute information.

Criterion 05

Timetable (5 points):
-Present a timetable for project activities within the project year (state fiscal year) (i.e., a list of actions with a date by which they will be accomplished).
-Provide verification that facilities will be available, equipment and materials delivered.
-Explain how the staff will be hired and trained in time to carry out the services as planned.
(7500 character limit)

Answer 05

Armchair Adventures Project Timetable: 2024-2025
Project Preparation and Planning (January)
Develop a detailed project plan, outlining specific activities, goals, and timelines.
Secure necessary approvals from library management and relevant stakeholders.
Identify and establish partnerships with community centers, senior residences, and outreach sites.
Month 1: Equipment Acquisition and Facilities Preparation (July)
Initiate procurement processes for VR headsets, tablets, e-readers, and assistive technology devices.
Confirm delivery schedules with vendors and ensure all equipment meets accessibility standards.
Set up designated spaces within the main library for the Tech Petting Zoo and VR experiences.
Month 2: Staff Recruitment and Training (August)
Train staff with relevant experience and a passion for community outreach.
Develop and implement a comprehensive training program covering equipment usage, senior engagement strategies, and community outreach protocols.
Month 3: Program Launch and Initial Outreach (September)
Launch Armchair Adventures with a kick-off event at the main library to generate interest.
Begin regular on-site visits to Nacogdoches Senior Center, senior residences, and outreach locations.
Collect participant feedback to make immediate adjustments and improvements.
Month 4-6: Mid-Year Evaluation and Program Enhancement (October-December)
Conduct a mid-year evaluation to assess program effectiveness and identify areas for improvement.
Implement necessary adjustments based on evaluation findings to enhance program impact.
Share success stories and outcomes through local media and library communication channels.
Month 6-12: Continued Outreach and Sustainability Planning (January-June)
Continue scheduled outreach activities to maintain momentum and participant engagement.
Evaluate the sustainability of the program, exploring avenues for long-term funding and community partnerships.
Document the project's successes, challenges, and lessons learned to inform future initiatives.
Note: Timelines and activities are subject to adjustments based on unforeseen circumstances, and continuous monitoring and flexibility are integral to the successful implementation of the Armchair Adventures program.

Criterion 06

Evaluation (10 points):
-Set achievable, measurable outcomes and present a reasonable method to collect data.
-Present a method to count users of the services, as well as the effectiveness of the service.
(7500 character limit)

Answer 06

Achievable, Measurable Outcomes:
Increased Digital Literacy:
Measurable Outcome: 80% of participants will demonstrate improved digital literacy skills over the course of the program.
Data Collection Method: Pre-and post-program assessments will be conducted, evaluating participants' ability to use tablets, e-readers, and assistive technology.
Enhanced Social Connections:
Measurable Outcome: A 20% increase in reported feelings of social connection among participants.
Data Collection Method: Surveys and qualitative interviews will be conducted, capturing participants' perceptions of social engagement and relationships fostered through the program.
Library Engagement:
Measurable Outcome: An increase in library usage among Armchair Adventures participants beyond the program's duration.
Data Collection Method: Library records will be analyzed to track borrowing patterns, workshop attendance, and overall engagement levels among participants.
Community Impact:
Measurable Outcome: At least two additional community partnerships established, demonstrating the program's impact beyond the library.
Data Collection Method: Document collaboration agreements, track joint events or initiatives, and gather feedback from community partners through interviews or surveys.
Data Collection Methodology:
Surveys:
Pre-and post-program surveys will capture participants' baseline digital literacy levels, perceptions of social connectedness, and overall satisfaction with the program.
Focus Groups:
Conduct periodic focus groups to gather qualitative insights into participants' experiences, preferences, and suggestions for program improvement.
Usage Statistics:
Track the usage of VR headsets, tablets, e-readers, and other devices through a digital log system, providing quantitative data on the popularity and effectiveness of each component.
Interviews:
Conduct one-on-one interviews with participants to explore personal stories of transformation, capturing the qualitative impact of Armchair Adventures on their lives.
IMLS Outcomes Logic Model:
Inputs:
Funding, staff, equipment, and partnerships.
Activities:
Training sessions, community outreach, VR experiences, Tech Petting Zoo, and interactive workshops

Criterion 07

Budget (20 points):
-Provide a complete budget for the proposed project and fully justify the budget by describing how budgeted items will contribute to the project.
-Identify a source for the stated costs (e.g., city pay classification for staff, catalog, city/county bid list for equipment, or vendor quote).
-Explain how costs are reasonable to achieve project objectives.
-Provide a detailed budget in the budget table provided below.
(7500 character limit)

Answer 07

Budget Overview:
The proposed budget for the Armchair Adventures program is meticulously crafted to align with our objectives of enhancing digital literacy, inclusivity, and technological accessibility for seniors in our community. Each item has been carefully selected for its potential to contribute significantly to the program's success, ensuring that our investment directly benefits the targeted audience.

Budget Details:

VR Headsets and Controller Tablet - $3,499:

Source: Vendor Quote from Rendever Inc.
Justification: These VR headsets will provide seniors with immersive learning and entertainment experiences. The controller tablet is vital for navigating the VR environment, enabling seniors to participate in virtual tours and interactive educational programs. This aligns with our goal of bridging the digital divide for the elderly.
Kindle Paperwhite - $150:

Source: Amazon
Justification: The Kindle Paperwhite allows easy access to a vast library of digital books. Its user-friendly design is ideal for seniors, supporting our objective of promoting digital literacy and accommodating various reading preferences.
Kindle Scribe - $380:

Source: Amazon
Justification: This device supports interactive learning by enabling note-taking alongside reading. It’s an innovative tool that encourages active engagement with digital texts, enhancing the educational value of our program.
Amazon Fire Tablet - $140:

Source: Amazon
Justification: This versatile tablet offers access to a range of educational apps and digital resources. Its adaptability makes it a crucial component in creating a technology-rich environment for seniors.
BridgeOne Reading Pen - $85:

Source: Amazon
Justification: An essential tool for those with reading difficulties, the Reading Pen supports inclusivity by aiding users in reading and understanding text, thus catering to diverse literacy needs.
Chromebook - $200:

Source: Amazon
Justification: Chromebooks are ideal for web-based learning and collaborative activities. They are cost-effective and enhance digital literacy, making them a valuable addition to our program.
Android Tablet - $95:

Source: Amazon
Justification: Offering flexibility in technology use, this tablet enriches our educational resources, allowing us to cater to various preferences and digital applications.
Kobo Nia eReader - $109:

Source: Amazon
Justification: The Kobo Nia provides an alternative e-reading platform, supporting our commitment to offering a range of accessible reading devices to accommodate all patrons.
Video Magnifier - $75:

Source: Amazon
Justification: This tool aids those with visual impairments, enhancing accessibility and ensuring that printed materials are readable for all users.
Humanware Victor Reader - $495:

Source: Amazon
Justification: An advanced device providing audio access to digital content, it's crucial for inclusivity and ensuring our library accommodates patrons with different needs.
iPad Mini - $469:

Criterion 08

Sustainability (10 points):
-Describe the resources that will be used to support the services developed through the grant in the future.
-A written commitment of future support from governing bodies is desirable, but not required.
(7500 character limit)

Answer 08

To sustain and support the services developed through the Armchair Adventures grant in the future, a comprehensive plan utilizing various resources will be essential. This plan should encompass both the maintenance of the technological equipment and the ongoing engagement and development of the program. Here's an outline of the resources that will be utilized:

Financial Resources:
Library Budget: A portion of the library's annual budget can be allocated for the maintenance and upgrade of the equipment.
Grants and Funding: Continue to apply for grants and seek funding from local businesses, philanthropic organizations, and government programs dedicated to community development and educational initiatives.
Donations and Sponsorships: Encourage donations and sponsorships from community members and local businesses. This can include both monetary support and donations of equipment or services.
Human Resources:
Library Staff: Dedicated staff members will be essential for program coordination, technology assistance, and organizing events and workshops.
Volunteers: Recruit volunteers, possibly including tech-savvy students and community members, to assist with program activities and provide one-on-one support for seniors.
Partnerships with Local Organizations: Collaborate with local schools, universities, and senior centers to provide additional support and resources.
Technological Resources:
Maintenance and Upgrades: Regular maintenance of the equipment (like VR headsets, tablets, e-readers) to ensure they remain functional and up-to-date.
Tech Support: Establish a system for technical support to address any issues with the equipment or software.
Educational and Programmatic Resources:
Curated Content and Software Updates: Regular updates of VR content, e-books, educational apps, and other digital resources to keep the program engaging and relevant.
Workshops and Training Sessions: Continual offering of workshops and training sessions to help seniors stay abreast of technological changes and make the most of the resources available.
Community Engagement and Marketing:
Promotional Activities: Utilize social media, local media, the library's website, and community bulletin boards to promote the program and its events.
Feedback Mechanisms: Implement regular feedback mechanisms, such as surveys and focus groups, to assess the program's impact

Capitalization Level

—

Max Grant Amount

$25,000.00

Salaries/Wages/Benefits

$0

$0

$0

Salaries/Wages/Benefits Description

—

Consultant Fees

$0

Consultant Fees Other Funds

$0

Total Consultant Fees

$0

Consultant Fees Description

—

Travel

$0

Travel Other Funds

$0

Total Travel

$0

Travel Description

—

Supplies/Materials

$0

Supplies/Materials Other Funds

$0

Total Supplies/Materials

$0

Supplies/Material Description

—

Equipment

$5,697

Equipment Other Funds

$0

Total Equipment

$5,697

Equipment Description

Four VR headsets and controller tablet - $3499
Kindle Paperwhite - $150
Kindle Scribe - $380
Amazon Fire Tablet - $140
BridgeOne Reading Pen - $85
Chromebook - $200
Android Tablet - $95
Kobo Nia eReader - $109
Video Magnifier - $75
Humanware Victor Reader - $495
iPad Mini - $469

Services

$4,800

Services Other Funds

$0

Total Services

$4,800

Rendever Monthly Subscription - $400/month for 12 months

Total Direct Costs

$10,497

Base

$0

Indirect Rate (0-1)

0.0000

Total Direct Other Funds

$0

Total Direct Total Costs

$10,497

Indirect Costs

$0

Indirect Costs Total Cost

$0

Indirect Costs Description

—

Total Grant Fund

$10,497

Total Other Funds

$0

Total Costs

$10,497

Expected Program Income

—

City Council Meeting

Date: July 16, 2024

Agenda Item: 5.C.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of the purchase of a thickener auger replacement at the Wastewater Treatment Plant from Zone Industries, for a not-to-exceed amount of $49,914.00 (Director of Public Works).

SUMMARY/BACKGROUND: In the wastewater treatment process, sludge is pumped from the clarifiers to the gravity belt thickener where it is partially dewatered. An auger pump moves the thickened sludge to Digester B where it is held until sludge is needed for the belt press. The current auger for the thickener is no longer operational and is not repairable. Without it, the gravity belt thickener is not usable and impacts the treatment process.

Staff has procured a quote for this auger replacement from Zone Industries (Precision Pump Systems) who has successfully performed these replacements for the City in the past. They are under a BuyBoard cooperative purchasing contract, which is exempt from the competitive bidding process under Texas Local Government Code Section 252.022(a)(12)(D). The total cost from Zone Industries is $49,914.00.

FINANCIAL:
Item is budgeted:

Account No.: 30.39 620.35
Account Name: *Water and Wastewater Facility Maintenance*
Amount: $49,914.00

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Infrastructure

CITY CONTACT: Case Opperman, Director of Public Works
oppermanc@nactx.us
(936) 559-2515

ATTACHMENTS: 1. Quote - Zone Industries/Precision Pump Systems

ZONE INDUSTRIES/PRECISION PUMP SYSTEMS
P.O. Box 73149
Houston, TX 77273
713-783-8530

QUOTATION

BuyBoard Contract# 672-22

Order Number	
10006502	
Order Date	Page
05/31/2024 13:23:45	1 of 1

Quote Expires On: 06/30/2024

Bill To:
Nacogdoches, City of
City of Nacogdoches
PO Box 635070
Nacogdoches, TX 75963-5070

936-559-2500

Ship To:
Nacogdoches, City of
2996 FM 1275
Laceyville Road
Nacogdoches, TX 75961

Customer ID: 11837

PO Number	*Ship Route*	*Inside Sales*
Netzsch Skid overhual		LANDON.BENSON

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
		Delivery Instructions:			FREIGHT INCLUDED Lead Time 12 to 14 Weeks			
1.00	0.00	1.00	EA 1.0		NM090BO02S12B NETZSCH NEMO Progressive Cavity Pump 20 hp gear motor mounted inline on a Painted Steel baseplate	EA 1.0	49,914.00	49,914.00

Total Lines: 1

SUB-TOTAL:	49,914.00
TAX:	0.00
AMOUNT DUE:	**49,914.00**
	U.S. Dollars

PRESENTER: Colin Smith, Airport Manager

ITEM/SUBJECT: Consider approval of grant participation agreements with TxDOT for a runway/taxiway pavement rehabilitation project, and an Airport Layout Plan update project, at the A.L. Mangham Jr. Regional Airport. (Airport Manager)

SUMMARY/BACKGROUND: TxDOT Aviation and consulting engineers determined that the A.L. Mangham, Jr Regional Airport runway is in need of pavement rehabilitation for safety and strengthening. TxDOT Aviation recommends that the runway be repaved before consideration is given to other non-safety oriented airport projects (i.e., the terminal area projects). TxDOT estimates the total paving project costs will be up to $5,300,000, and they estimate that the City's share of total project costs will be $530,000 (or 10%).

The City of Nacogdoches receives approximately $150,000/year in Non-primary Entitlement (NPE) grant funding to be used as an allowance for approved capital projects at the A.L. Mangham Jr. Regional Airport. The City can (and has) banked up to three (3) years of NPE funding to spend with the current year's funding. The City also gets approximately $295,000/year for the years 2022-2027, from the Infrastructure Investment and Jobs Act (IIJA) that can be applied to approved airport capital projects, and the City has banked all the funds received so far. There are other state and federal discretionary and apportionment grant funds available to airports on a competitive basis.

All the City's available banked entitlement grant (NPE and IIJA) funding, and additional discretionary/apportionment state funding, will be applied to the state's share of the funding split for the runway paving project. The City's share of funding for this project will come from bond proceeds generated in the May 2024 bond sale. Engineering design is projected to start in the fall of 2024, and construction is projected for the summer of 2026.

TxDOT Aviation and City staff recommends that the Airport Layout Plan (ALP) be revised and updated to the current layout needs and wants, prior to starting terminal, apron, taxiway and hangar development, design, and construction. The Airport Layout Plan will include a narrative, along with other supporting documents, estimates, and exhibits, and will act as the airport planning and facility record for the airport. The Airport Layout Plan has not been updated since 2008, and does not reflect the schematic terminal layout plan developed in 2020 or any significant runway expansion. This plan will be the blueprint for airport infrastructure projects, will be a living document updated with infrastructure expansions, and will be reviewed and approved by the FAA.

TxDOT estimates the Airport Layout Plan total project cost will be $400,000, and they indicate that the City's share of total project costs will be $40,000 (or 10%). The City's share of funding for this project will come from bond proceeds generated in the May 2024 bond sale. Funding for the state's share of this project will likely come from their apportionment funds. TxDOT estimates the planning project will start in the fall of 2024, and last about 10–12 months. Public input from airport stakeholders will be an important part of the development of this plan.

The Nacogdoches City Council approved a resolution to move forward with these projects on April 2, 2024. The State Transportation Commission approved these two projects on June 27, 2024. For grant assistance, TxDOT requires acceptance of grant participation agreements from the City in order to proceed with these projects. Please see these agreements attached.

FINANCIAL:
Item is budgeted:
Account No.: 40.680.37
Account Name: *Proposition A (Airport) Project Construction*
Amount: $570,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Infrastructure

CITY CONTACT: Colin Smith, Airport Manager
smithcm@nactx.us
(936) 559-9567

ATTACHMENTS:
1. TxDOT Airport Project Participation Agreement - Federal
2. TxDOT Airport Project Participation Agreement - State

TEXAS DEPARTMENT OF TRANSPORTATION

AIRPORT PROJECT PARTICIPATION AGREEMENT

(Federally Assisted Airport Development Grant)

TxDOT Project No.: 2411NACOG
Commission Approval: June 27, 2024
IIJA: FY22
UEI: JK3KNJACE7L1
ALN: 20.106

Part I - Identification of the Project

TO: City of Nacogdoches, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation for and on behalf of the State of Texas (the "State") and City of Nacogdoches, Texas (the "Sponsor").

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in 49 U.S.C. § 47101 *et seq*., ("Title 49 U.S.C."), and the State's rules, regulations, and procedures promulgated pursuant to Title 3 of the Texas Transportation Code.

The project is described as design services to rehabilitate Runway 18/36; parallel taxiway; and connector taxiway at A.L. Mangham, Jr. Regional Airport.

The Sponsor applies for federal financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above, pursuant to Texas Transportation Code § 22.018 and as detailed below in Part IV.

The parties, by this Agreement, do fix their respective responsibilities, with reference to each other, with reference to the accomplishment of the project and with reference to the United States.

Pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in the Airport Project Participation Agreement and its acceptance of this Offer as provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions provided, **THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION ("FAA"),**

OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the project, ninety per centum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 49 U.S.C., Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*.

2. It is estimated that design/engineering project costs will be approximately $300,000 (Amount A). It is further estimated that approximately $300,000 (Amount B) of the project costs will be eligible for federal financial assistance, and that federal financial assistance will be for ninety percent (90%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines following completion of project.

   The estimated project cost for the construction phase of this project is $5,000,000 (Amount C). The construction phase will be started upon completion of design, dependent upon availability of federal funds, and approval of the Texas Transportation Commission. A separate grant will be issued for the construction phase. Any federal financial participation over this amount is not guaranteed.

   If federal funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

3. The maximum obligation of the United States payable under this offer shall be $270,000 (Amount D).

   This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. The State will provide federal funding to complete the approved work items of this grant, and will not amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended if necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. It is estimated that the Sponsor's share of the total project costs will be $30,000 (Amount E). The Sponsor specifically agrees that, regardless of the estimated Amount E, it shall pay any project costs which exceed the sum of the federal share (Amount D). In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.

It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State on behalf of the Sponsor which are more than the federal percentage of financial participation as stated in Paragraph II-2. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor. The State will not pay interest on any funds provided by the Sponsor.

5. During design, if the estimated eligible construction project costs exceed Amount C, above, the Sponsor may request the State to void this Agreement. The State shall agree to void this Agreement upon the satisfaction of the following conditions:

   a. the Sponsor’s request to the State to void the Agreement shall be in writing and dated; and

   b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor’s request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and

   c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.

6. Upon satisfaction of the conditions specified in Paragraph II-5 above, the State shall declare this Agreement null and void, and this Agreement shall have no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor within a reasonable time.

7. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation and will advise the Sponsor by amendment of the increase. Upon receipt of the amendment, the maximum obligation of the United States is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

   Participation in additional federally eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures more than the dollar amounts identified in this Agreement and any amendments without the consent of the Sponsor.

   Payment of the United States share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and the FAA shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

8. Sponsor's share of project costs (Amount E) shall be paid initially in cash when requested by the State. The State will not execute project contracts until the required funding has been made available by the Sponsor in accordance with this Agreement. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.

9. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify said funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

   Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount E) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   Expenditures for eligible project costs for the above project made by the State or the Sponsor prior to the award of a federal grant for the project, and prior to actual receipt of the authority to expend federal grant funds, shall be made from Sponsor funds.

10. The State shall make all reasonable attempts to acquire federal funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of federal funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed. The Sponsor also understand that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.

11. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the applicable federal regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The

Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

12. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

13. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

14. Trafficking in Persons. In accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), the Grantee, its employees, and any subgrant recipients' employees may not:

a. Engage in severe forms of trafficking in persons;
b. Procure a commercial sex act; or
c. Use forced labor in the performance of this Grant Contract and subgrant agreements.

Violation of this requirement may result in termination of this Grant Contract.

15. Employee Protection from Reprisal.

a. Prohibition of Reprisals:

1. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2), information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the State or the Grantee; or
   vii. A Federal or State regulatory enforcement agency.

b. Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

c. Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

d. Required Actions of the Inspection General: Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

e. Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

16. The Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

17. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

18. <u>Build America, Buy America</u>. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

19. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

   1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

20. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

21. Critical Infrastructure Security and Resilience. The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

22. The period of performance shall commence on the date the State executes this agreement. The end date of the period of performance is four years from the date of execution of the State.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:

a. it will comply with Attachment A, Certification of Airport Property Interests, attached and made a part of this Agreement; and

b. it will comply with Attachment B, Certification of Airport Fund, attached and made a part of this Agreement; and

c it will comply with Attachment F, Airport Assurances (5/2022), attached and made a part of this Agreement; and

d. it will comply with Attachment E, Certification and Disclosure Regarding Potential Conflicts of Interest, attached and made a part of this Agreement; and

e. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant; and

f. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and

g. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and

h. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

i. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

j. through the fence access shall be reviewed and approved by the State; and

k. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and

l. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and

m. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation, and maintenance of the Sponsor's system of airport(s) or navigational facility(ites).

n. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

o. for federally funded projects any revenue from airport property mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations; and

p. the Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

q. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Texas Local Government. Code §§ 241.001 *et seq*. Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

r. it will provide upon request of the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and

s. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and

t. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and

u. it shall take all steps, including litigation, if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used, or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order, or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such funds shall be approved in advance by the State.

2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.

3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting the claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.

4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, and the Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.

5. Sponsor agrees to provide a suitable location for pre-bid and for pre-construction conferences, and for the submission and opening of construction bids.

6. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal

requirements including any statutes, rules, regulations, assurances, procedures, or any other directives before, during and after the completion of this project.

7. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.

8. The Sponsor shall have on file with the State, Attachment C, Certification Regarding Drug-Free Workplace Requirements, attached and made part of this agreement.

9. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

10. Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e); The sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment, except for instrument landing systems.

11. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform to the provisions in Attachment D "Pavement Maintenance Management Program," attached and made part of this agreement.

12. Fencing- if Applicable, the Sponsor understand that if a fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees to maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor understand that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive, and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to

either of the parties for costs incurred.

2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.

3. As required by Texas Transportation Code 22.018, when acting as the agent for Sponsor, State shall advertise for, select, and make contracts with, consultants and contractors in accordance with the law governing the making of contracts by the State.

4. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

Receiving and Disbursing Agent:

a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation;

b. receive, review, approve, and process Sponsor's reimbursement requests for approved project costs; and

c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State-executed contracts.

Contracting Agent:

e. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and negotiate professional services contract terms as necessary; and execute, on behalf of the Sponsor, contracts related to this project;

f. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.

g. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

h. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order, or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.

i. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

Construction Phase:

j. review, approve and maintain record drawings.

PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by federal or state regulations.

2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.

3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.

4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.

5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.

6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:

    a. The reasons for the suspension and the corrective action necessary to lift the suspension;

b. A date by which the corrective action must be taken;

c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., Title 3 of the Texas Transportation Code, and the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*. Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.

8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied or delayed.

9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.

10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Termination
This agreement may be terminated in the following manner:
- ♦ by mutual written agreement and consent of both parties.
- ♦ by either party upon the failure of the other party to fulfill the obligations set forth herein.
- ♦ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

Part VI - Acceptance of the Sponsor

City of Nacogdoches, Texas, does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all the terms and conditions of the Agreement.

City of Nacogdoches, Texas
Sponsor

____
Sponsor Signature

____
Sponsor Title

____
Date

Execution by the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

____
(Signature)

Dan Harmon
(Typed Name)

Director, Aviation Division
(Title)

____
(Date)

ATTACHMENT A

CERTIFICATION OF AIRPORT PROPERTY INTERESTS

By signature below, the Sponsor does certify that the airport property, as reflected on the property map and attorney certificate dated __May 15, 2024_________________ and on file with TxDOT Aviation Division, remains unchanged and is an accurate reflection of the property owned and/or controlled for A.L. Mangham, Jr. Regional Airport.

City of Nacogdoches, Texas
(Sponsor)

By:_________________________________

Title:_______________________________

Date:_______________________________

ATTACHMENT B

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Nacogdoches, Texas
(Sponsor)

By:______________________________

Title:______________________________

Date:__________________________

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
(b) Establishing an ongoing drug-free awareness program to inform employees about-
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

____

____

____

Check ____ if there are workplaces on file that are not identified here.

Signed: __________________________________ Dated: __________________

____

Title

ATTACHMENT D

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agree that the program will:

a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

        i. Location of all runways, taxiways, and aprons;

        ii. Dimensions;

        iii. Type of pavement; and

        iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

    2. Inspection Schedule.

        i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

        ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

1. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    i. Inspection date;
    ii. Location;
    iii. Distress types; and
    iv. Maintenance scheduled or performed
2. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.

Attachment E

Certification and Disclosure Regarding Potential Conflicts of Interest Certification Form

A sponsor must disclose in writing any potential conflict of interest to the Texas Department of Transportation. No employee, officer or agent of the sponsor shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer, or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

   Sponsor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor discloses that it does have a potential conflict of interest, which is further explained below.

   ☐ Yes ☐ No

2. The sponsor maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No," the sponsor discloses that it does not have a written policy, which is further explained below.

   ☐ Yes ☐ No
3. Explanation of items marked "no":

Sponsor's Certification
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Designated Official Representative: ___________________________________

Date:____

ASSURANCES

AIRPORT SPONSORS

5/2022

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. 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);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the

Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant

Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for BIL projects as of [Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

    1. Describes the requests;

    2. Provides an explanation as to why the requests could not be accommodated; and

    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars

I have read and agree to follow the attached FAA Grant Assurances.

City of Nacogdoches, Texas
(Sponsor)

By:_______________________________

Title:______________________________

Date:______________________________

For more information, please consultant the AIP handbook.
https://www.faa.gov/airports/aip/aip_handbook/

Table 2-5 Duration and Applicability of Grant Assurances (Airport Sponsors)

Assurances that…	Include (by assurance # if applicable)…
d. Apply for the useful life of the project (not to exceed 20 years from the grant acceptance date) except in the case of a land acquisition grant, for which the useful life is indefinite and the assurance obligations do not expire.	#5 Preserving Rights and Powers #11 Pavement Preventive Maintenance (This applies to all of the airfield pavement on the airport, not just the specific pavement in the grant.) #19 Operations and Maintenance #20 Hazard Removal and Mitigation #21 Compatible Land Use #22 Economic Nondiscrimination #24 Fee and Rental Structure #27 Use by Government Aircraft #28 Land for Federal Facilities #29 Airport Layout Plan #36 Access by Intercity Buses #37 Disadvantaged Business Enterprises (See 49 CFR parts 23 and 26, since certain program requirements may extend the obligation beyond the 20 year period, while the DBE requirements for the project apply until the project is closed.) #38 Hangar Construction #39 Competitive Access
e. Last for as long as the airport is owned and operated as an airport	#23 Exclusive Rights #25 Airport Revenue #30 Civil Rights #31 Disposal of Land

Table 3-7 Minimum Useful Life

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles (unless listed separately below)	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. ARFF vehicles	15 years
h. ARFF structural gear (firefighting suits), which has less heat insulation than proximity gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	7 years
i. ARFF proximity gear (firefighting suits), which is also referred to as slicks, bunker, or turn out gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	5 years
j. NAVAIDs and Weather Reporting Equipment	15 years
k. Buildings	40 years
l. Land	Unlimited
m. Loading Bridges	20 years
n. Fencing	20 years

TEXAS DEPARTMENT OF TRANSPORTATION

AIRPORT PROJECT PARTICIPATION AGREEMENT

(State Assisted Airport Planning Grant)

TxDOT CSJ No.: 24ALNACOG
Commission Approval: June 27, 2024

Part I - Identification of the Project

TO: City of Nacogdoches, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation, for and on behalf of the State of Texas (the "State"), and City of Nacogdoches, Texas, (the "Sponsor"), under the authority granted and in compliance with the provisions of the Title 3 of the Texas Transportation Code.

The project is described as planning services for an airport layout plan and narrative at A.L. Mangham, Jr. Regional Airport.

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*.

2. It is estimated that project costs will be approximately $400,000 (Amount A).It is further estimated that approximately $400,000 (Amount B) of the project costs will be eligible for financial assistance, and that financial assistance will be for ninety percent (90%) of the eligible project costs. Project costs eligible for financial assistance shall be determined by the State. It is estimated that the Sponsor's share of the project costs will be approximately $40,000 (Amount C) and the state's financial assistance share of eligible project costs will be approximately $360,000 (Amount D). Financial assistance is subject to the availability of state funds. Any state financial participation over this amount is not guaranteed.

   This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the

Agent to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state and/or local funds.

3. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation and will advise the Sponsor by amendment of the increase. Upon receipt of the amendment, the maximum obligation of the State is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

   Participation in additional state eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

4. During negotiations, if the estimated eligible total project costs exceed Amount A, above, the Sponsor may request the State to void this Agreement, whereupon the State shall agree to void this Agreement upon the satisfaction of the following conditions:

   a. the Sponsor's request to the State to void the Agreement shall be in writing and dated; and

   b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future State expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor's request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and

   c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.

5. Upon satisfaction of the conditions specified in Paragraph II-4 above, the State shall declare this Agreement null and void, and this Agreement shall have no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor within a reasonable time.

6. In the event that state funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

7. Sponsor's share of project costs (Amount C) shall be paid initially in cash when requested by the State. The State will not execute project contracts until the required funding has been made available by the Sponsor in accordance with this Agreement. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.

8. The Sponsor specifically agrees that it shall pay any project costs, which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount D) as stated in Paragraph II-2.

9. Sponsor, by executing this Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify the funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

   Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount C) shall be due and payable to the State. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-5 and/or V-6. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   The State shall reimburse the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C). If the Sponsor does not move forward with the planning project, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:

   a. it will comply with Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and

   b. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in connection with the Agreement; and

   c. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of the improvements, not to exceed 20 years; and

d. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Agreement; and

e. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

g. through the fence access shall be reviewed and approved by the State; and

h. it will acquire all property interest identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in the acquisition of such property interest; and that airport property identified within the scope of this project and Attorney's Certificate of Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and

i. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

j. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility. Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds were used to acquire the mineral estate of airport lands or any interest therein; and

k. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor for any purposes other than operation of the airport. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

l. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise and to provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; and

m. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Texas Local Government. Code §§ 241.001 *et seq*. Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

n. it will provide upon request of the State, and the engineering or planning consultant, copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and

o. after reasonable notice, it will permit the State and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, consultants and contractors associated with this project, to enter private property for purposes necessary to this project.

p. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications thereto, shall be filed with the State for approval; and

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives before, during and after the completion of this project.

4. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.

5. The Sponsor by execution of this grant certifies that it has implemented, or will implement during this project, an effective airport pavement maintenance-management program and it assures that it will use such program during the period of this Agreement. It will provide upon written request such reports on pavement condition and pavement management programs as the State determines may be useful. Failure to comply with this condition may make the Sponsor ineligible for future grants.

6. The Sponsor agree and understand that:

   a. The Sponsor will achieve, to the maximum extent possible, compatible land uses consistent with Federal land use compatibility criteria in 14 CFR Part 150, and those compatible land uses will be maintained;

   b. The Sponsor will provide, in the case of a planning grant, a land use plan that -

      1. Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses;

      2. Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under 49 U.S.C. § 47504(a)(2), that are within the authority of the Sponsor to implement;

      3. Uses noise contours provided by the Airport Operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the Airport Operator as a part of its own noise mitigation efforts;

4. Does not duplicate, and is not inconsistent with, the Airport Operator's noise compatibility measures for the same area; and

5. Has been approved jointly by the Airport Owner or Operator and the Sponsor.

c. It will make provision to implement, or has implemented, those elements of the plan ineligible for Federal financial assistance.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive, and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.

3. As required by Texas Transportation Code 22.018, when acting as the agent for Sponsor, State shall advertise for, select, and make contracts with, consultants and contractors in accordance with the law governing the making of contracts by the State.

4. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

Receiving and Disbursing Agent:

a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State;

b. receive, review, approve, and process Sponsor's reimbursement requests for approved project costs; and

c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State-executed contracts.

Contracting Agent:

e. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and negotiate professional services contract terms as necessary; and execute, on behalf of the Sponsor, contracts related to this project;

f. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.

g. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

h. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order, or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.

i. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by state regulations.

2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.

3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.

4. The United States and the State of Texas shall not be responsible or liable for damage to

property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.

5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.

6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:

   a. The reasons for the suspension and the corrective action necessary to lift the suspension;

   b. A date by which the corrective action must be taken;

   c. Notification that consideration will be given to terminating the grant after the corrective action date.

   In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., Title 3 of the Texas Transportation Code, and the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*. Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.

8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied or delayed.

9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.

10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Termination
    This agreement may be terminated in the following manner:
    - ♦ by mutual written agreement and consent of both parties.
    - ♦ by either party upon the failure of the other party to fulfill the obligations set forth herein.
    - ♦ by the State if it determines that the performance of the Project is not in the best interest of the State.

    If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

Part VI - Acceptance of the Sponsor

City of Nacogdoches, Texas does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all of the terms and conditions of the Agreement.

City of Nacogdoches, Texas
Sponsor

____
Sponsor Signature

____
Sponsor Title

____
Date

Part VII - Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:____

Title: Director, Aviation Division

Date:______________________________________

ATTACHMENT A

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Nacogdoches, Texas
(Sponsor)

By:______________________________

Title:_____________________________

Date:_____________________________

Nacogdoches
the oldest town in Texas

City Council Meeting

Date: July 16, 2024

Agenda Item: 5.E.

PRESENTER: Rhonda Lewis, City Secretary

ITEM/SUBJECT: Consider approval of minutes for the July 2, 2024, Regular City Council Meeting, and the July 9, 2024, Special City Council Meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Rhonda Lewis, City Secretary
lewisr@nactx.us
(936) 559-2506

ATTACHMENTS:
1. City Council Meeting Minutes - 07.02.24
2. Special City Council Meeting Minutes - 07.09.24

Regular Session
Nacogdoches City Council
July 2, 2024 – 5:30 p.m.
City Council Chambers – City Hall
202 East Pilar Street

City Council present: Mayor Randy Johnson, Council Members, Chad Huckaby, Kathleen Belanger**;** Blane Williams; and Brad Maule

1. Called to order at 5:30 p.m.

2. Pledge of Allegiance.

3. Open Forum:

Christina Ward, Chair of the Nacogdoches Mayor's Committee on People with Disabilities, invited all of Council to join them at the 2024 Abilities Strong Festival scheduled for October 19, 2024 from noon to 4:00, at Banita Creek Park.

Lou Ann Miller addressed Council stating that she has a concern of the recreational vehicle that is parked on her street. She asked that Council amend a City ordinance to include parking regulations prohibiting recreational vehicle parking on residential streets.

Maylinda McKinney addressed Council stating that she has concerns with the recreational vehicle parked on her street as well. She stated she has difficulties when backing out and pulling in to park in her driveway.

Nicholas Cooper approached Council to make them aware of the uniforms/safety attire that City Crews recently received proved to be too hot for the summer months in Texas. He stated that he is not opposed to wearing the uniform that provides safety to City Crews, but would like other options that would not be as uncomfortable in the summer months.

Dr. Jack Smith, the owner of the recreational vehicle that is parked on Spring Valley Drive, stated that he runs a ministry and the RV is not always parked in front of his home, as he travels in the RV to other states and within Nacogdoches for weeks at a time.

4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.

There were no items removed from the consent agenda.

5. **CONSENT AGENDA:**

A. Consider approval of a facility lease agreement between the City of Nacogdoches and Combat Shooting and Tactics, LLC for the use of a tactical firing range facility for weapons proficiency and training sessions for the City's Police Officers.

B. Consider approval of a contract between the City of Nacogdoches and A.T. Staffing/Advance's Temporaries, INC., for the provision of temporary workers for the City of Nacogdoches.

C. Consider accepting a Contract for Water Services between the City of Nacogdoches and D&M Water Supply Corporation.

D. Consider approval of minutes for the June 18, 2024, City Council Regular Meeting.

Councilwoman Belanger moved to approve the Consent Agenda as written. Councilman Huckaby duly seconded the motion, and the motion and the motion carried unanimously.

6. **ADJOURNED:** 5:47 p.m.

Mayor, Randy Johnson
City Council
City of Nacogdoches

ATTEST:

Rhonda Lewis, City Secretary

Regular Session
Nacogdoches City Council
July 9, 2024 – 5:30 p.m.
C.L. Simon Recreation Center
1112 North Street, Nacogdoches, TX

City Council present: Mayor Randy Johnson, Council Members, Chad Huckaby, Kathleen Belanger**;** Blane Williams; and Brad Maule

1. Called to order at 5:30 p.m.

2. Pledge of Allegiance.

3. Open Forum:

There were no comments in Open Forum.

4. **REGULAR AGENDA:**

A. Consider the following City Board appointments: Convention and Visitors Bureau (CVB); Historic Landmark Preservation Committee (HLPC); Housing Authority Board; Mayor's Committee for People with Disabilities; Planning and Zoning Commission; and Zoning Board of Adjustment.

Mayor Johnson stated that the City Council Interview Committee spent two afternoons interviewing potential candidates for the Boards and Commissions. He acknowledged that there were several qualified candidates, but not enough room for each person to be placed. The appointees to the various boards are as follows:

Convention and Visitors Bureau: Candace Kondroik; Robert Martin; Amanda Stout; Larry King; and Alex Ranc.

Historic Landmark Preservation Committee: Mitzi Blackburn; Christopher LaBauve; and John Sloane.

Housing Authority Board: Marjorie Curl; Yamika Davis; and Kimberly Harper.

Mayor’s Committee on People with Disabilities: Victor Galan; Lara Sowell; and Deidra Harrison.

Planning and Zoning Commission: Charles Zemanek; and Matthew Perry.

Zoning Board of Adjustment: Rhonda Ward; MaryAnn Bentley; and Margaret Forbes. *Alternate Members to ZBA include*: Sally Ann Swearingen; and Jacqueline Pierre.

Councilwoman Belanger made a motion to approve to accept the nominations to the City Boards as stated by the Mayor. Councilman Huckaby duly seconded the motion and the motion carried unanimously.

5. **WORK SESSION:**

Todd Simoneaux, Interim Finance Director, presented this first Budget Workshop for FY24-25. The presentation covered priorities and challenges, general fund revenues, sales and property tax; expenditures, capital requests and utility fund revenues and expenditures.

City Council was appreciative of City Staff for their work on the City’s budget information presented.

A full version of the Special City Council Meeting for July 9, 2024 can be found on YouTube at the following link: Special City Council Meeting - July 9. 2024

6. **ADJOURNED:** 7:13 p.m.

Mayor, Randy Johnson
City Council
City of Nacogdoches

ATTEST:

Rhonda Lewis, City Secretary

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of a proposed City policy for the issuance of trespass warnings to protect against unlawful and disruptive activities and persons at City-owned buildings and property. (City Attorney)

SUMMARY/BACKGROUND: In order to ensure public safety and to be a responsible steward of city assets, a proposal is being made for the adoption of a written trespass warning policy. Such a policy would seek to protect against unlawful and disruptive activities at city-owned property, buildings, and facilities. The proposed policy seeks to provide the public and city staff with an environment free from unlawful and disruptive behavior, to the extent permitted by both state and federal law. It is believed that the adoption of such a policy is in the best interest of the public.

The policy would provide notice to those whose entry, or continued presence, on city property, may be illegal, harmful to city property, and/or unreasonably disruptive to the conducting of city business or to the use or enjoyment of such property by other residents. The policy provides those receiving a trespass warning with the grounds for the issuance of the trespass warning and the opportunity for administrative review in order to ensure due process. The intent of the policy is not to prohibit a person from exercising his or her First Amendment Rights in public forums, but only to protect the city and its residents against unlawful and disruptive actions.

FINANCIAL:
No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Not Applicable

CITY CONTACT: Jerry Baker, City Attorney
bakerj@nactx.us
(936) 559-2503

ATTACHMENTS: 1. Trespass Policy_City Property

CITY OF NACOGDOCHES
TRESPASS ON CITY PROPERTY POLICY

I.
PURPOSE

1.1 The City of Nacogdoches ("City") recognizes its duty to be a responsible steward of City assets. The City also desires to provide the public and City staff at City Property, buildings, and facilities, to the extent permitted by law, an environment free from unlawful and disruptive behavior and activities that interfere with City and public business and activities. This policy shall be posted on the City's website and shall remain on file with the City Secretary.

1.2 The City believes for public safety reasons it is in the best interest of the public and City staff, for the City Manager to provide a trespass warning policy under the City Manager's authority to exclude unlawful and disruptive activities and persons from City Property, buildings, and facilities while being within state and federal laws. This policy does not prohibit a person from exercising his or her First Amendment rights at public forums.

1.3 To the extent of any irreconcilable conflict between this policy and terms of another more specific City policy concerning a specific department, facility, or premises, the terms of the more specific policy shall control. To the extent of any irreconcilable conflict between this policy and the terms of an ordinance, the ordinance shall control.

II.
DEFINITIONS

2.1 "Trespass Warning" means a communication to a person that his or her presence or entry onto certain City Property is prohibited and the person must immediately leave such City Property. The Trespass Warning should address other items regarding this prohibition according to this policy.

2.2 "City Property" means City-owned buildings and surrounding City-owned property, any City-leased buildings and surrounding leased property, and any area over which the City has control, including rights-of-way and easements; City park property and other City-owned or operated recreational areas and facilities; City-owned parking garages, facilities, and parking lots; and all other City-owned or controlled lands, unless the City Manager exempts, in writing, a building or area from this policy.

2.3 "Authorized Employee" means the City Manager and his or her designee, including, but not limited to, any City employee who is part of the executive or managerial staff.

III.
POLICY

3.1 <u>General.</u> The City's policy is to provide notice to people whose entry onto City Property, or continued presence on City Property, may be illegal, unreasonably disruptive or harmful to City Property or to conducting City business or to other persons' use or enjoyment of approved activities on City Property, and to provide persons receiving a Trespass Warning with the opportunity for a prompt administrative review of the terms of the Trespass Warning. A person arrested on City Property for a criminal offense may receive a Trespass Warning.

3.2 Addition. This policy is in addition to and does not bar or preclude Nacogdoches Police Officers from performing their lawful duty to enforce any trespass laws or to issue a criminal trespass warning under other authority.

3.3 First Amendment Rights and Necessary City Business Exception Acknowledged. A person subject to a Trespass Warning wishing to enter specific City Property to exercise legitimate First Amendment rights or to conduct necessary City business shall contact the City Manager's Office. The City Manager or his designee shall have authority to consider and authorize a person subject to a Trespass Warning to enter City Property to exercise First Amendment rights or to conduct necessary City business, if there is no other reasonable alternative location or means to exercise such rights or to conduct necessary City business. The City Manager's Office may impose reasonable restrictions on such entry in order to minimize disruption, threat, damage, or injury.

IV.
TRESPASS WARNING PROCEDURES

4.1 Verbal Warning. An Authorized Employee should:

a. Verbally warn the person his or her conduct is in violation of law, City policy, rules or guidelines, or interfering with another person's reasonable use and enjoyment of City Property;

b. Give the person a reasonable opportunity to cease violating the law, City policy, rules or guidelines, or interfering with another person's reasonable use and enjoyment of City Property; and

c. Not request the issuance of a Trespass Warning to the person, if the person promptly ceases the conduct at issue after receiving the verbal wanting.

4.2 Trespass Warning. An Authorized Employee may request a peace officer to issue a Trespass Warning for conduct occurring on City Property that may be illegal, unreasonably disruptive, and harmful to City Property or conducting City business, or interfering with another person's reasonable use or enjoyment of approved activities on City Property.[1] Such request does not obligate a peace officer to issue a Trespass Warning, as the peace officer retains such discretion as well as such obligations and duties as provided by law. The conduct constituting the basis of a request includes, but is not limited to, conduct violating the following City ordinances, rules, policies or guidelines:

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[1] Nothing herein precludes a peace officer from issuing a Trespass Warning of his own volition based on his own observations or investigations of such violations.

a. Park and other curfew violations;

b. Park rules violations;

c. Library rules violations;

d. Failure to pay required fees for Facility use;

e. Facility use violations;

f. Noise ordinance violations;

g. Interfering with another person's reasonable use and enjoyment of approved activities on City Property; and

h. Any other City ordinance violation including, but not limited to, camping, solicitation, and glass containers ordinance violations.

4.3 Trespass Warning Without Verbal Warning. A peace officer may issue or an Authorized Employee may request a peace officer to issue a Trespass Warning to a person, without a verbal warning, if the person has engaged in conduct that is unreasonably disruptive or harmful to City Property, to conducting City business, or to another's reasonable use and enjoyment of approved activities on City Property, and that may:

a. Be a state or federal criminal offense or ordinance violation or is an attempt, solicitation or conspiracy to commit a state or federal criminal offense or ordinance violation, including urinating or defecating in public; or

b. Have resulted in injury to any person or damage to any property, or threatens to cause an immediate breach of the peace

4.4 Contents of a Trespass Warning. A Trespass Warning should include the following items:

a. Reasons for Exclusions. A statement of the reason the person is being notified or warned not to enter an area or to immediately depart from an area and explaining the conduct for the Trespass Warning.

b. Area of Exclusion. The Trespass Warning should describe the area or building, including the building name and address that the individual shall not enter, and any specific regions the individual is not to enter, so that a reasonable person may understand the specific area to which the individual may not return.

c. Duration of Exclusion. A Trespass Warning will include information that informs the person of the duration of the exclusion from the area or building.

d. Re-entry Warning. The Trespass Warning shall include notice that re-entry may result in an arrest while such warning is in effect.

e. Administrative Order. The Trespass Warning issued by a peace officer also shall be considered an administrative order precluding re-entry on the identified property for the identified duration. Such administrative order is subject to the administrative review process outlined in this policy. The results of the administrative review process does not affect any criminal charges which may be pursued by an appropriate prosecuting authority.

f. Notice of Administrative Review Process. A Trespass Warning will include information that informs the person of the administrative review procedure.

4.5 Trespass Warning Duration Guidelines. A Trespass Warning shall be in effect from the issue date and extend for a period of:

1. Thirty (30) days for an initial Trespass Warning;

2. Six (6) months, if the person has received another Trespass Warning during the previous year; or

3. Twenty-four (24) months if the person has received more than one (1) Trespass Warning in the previous two (2) years.

A duration of twenty-four (24) months shall automatically be assessed if it is determined that the following occurred:

a. Conduct involving intentional damage to City Property; or

b. Conduct involving intentional injury or offensive contact with any person.

V.
ADMINISTRATIVE REVIEW OF A TRESPASS WARNING

5.1 Request for Review. The person receiving the Trespass Warning may request an administrative review of all or any part of the Trespass Warning. The request for review must be in writing and submitted no later than thirty (30) days after the Trespass Warning issue date to the City Secretary's Office. The person requesting an administrative review must include a completed form for the process as created by the City Manager's Office. Such a request for review does not stay or suspend the Trespass Warning. The person receiving the Trespass Warning must submit information and argument in writing to be considered. The burden of proof is on the person requesting the review. Upon receipt of a request for an administrative review, the Authorizing Employee shall, upon request, forward any information necessary for the City Manager or his or her designee to make a decision within seventy-two (72) hours or make a request for an extension based on good cause for the extension.

5.2 Review Procedures. The City Manager or his or her designee shall perform an informal review. The City Manager or designee conducting the informal review should decide the issues based on the known evidence, but also may include established written City policies, ordinances, and resolutions. After the City Manager or designee receives the review request, the City Manager or designee should provide a written determination on the issues within ten (10) business days. The City Manager may alter the response time if there is good cause. The written determination shall be promptly provided to the requester subject to the Trespass Warning at the provided mailing address, physical address, email address, or made available in the City Secretary's Office. The determination shall be to affirm, reverse, or modify the Trespass Warning, and shall state the reasons for the determination. The decision of the City Manager or his or her designee on a request for review is final. A Trespass Warning, which is final, shall be considered an administrative order. The City Manager or designee should consider all relevant information provided and should include the following:

a. Whether the Trespass Warning was issued for a reason set out or otherwise consistent with this policy; and

b. Whether the area and duration of the Trespass Warning are appropriate under the facts and circumstances.

5.3 City Manager Authority. The City Manager in his or her sole discretion may determine good cause exists to modify the administrative review processes described in this section; accommodate review more quickly, informally, or later; or make any other modifications as he or she determines is appropriate keeping in mind the legal rights and concerns of all.

5.4 Good Faith, Substantial Compliance. This policy is intended to provide notice, standard procedures, proper management, authority delegation, and consistency in due process. Failure to meet one or more of the provisions of this policy does not invalidate a Trespass Warning issued in good faith and with substantial compliance with this policy.

____
City Manager
City of Nacogdoches

____
Date

City Council Meeting

Date: July 16, 2024

Agenda Item: 6.B.

PRESENTER: Blueberry Festival Chair

ITEM/SUBJECT: Receive a presentation on the 2024 Texas Blueberry Festival. (Kelly Augustine, President, Chamber of Commerce)

SUMMARY/BACKGROUND: **The Texas Blueberry Festival is the only state-sanctioned blueberry festival in Texas. The festival includes live stage entertainment, Running of the Blueberries, food and art vendors, contests, tournaments and thousands of pounds of blueberries for sale.**

This presentation will include event promotions, new festival activities, event attendance, in-kind support, and sponsorships. The City of Nacogdoches serves as a high level sponsor for this event and offers in-kind support from multiple City departments, including Public Works, Communications, Parks & Recreation, Waste Water, and Maintenance.

FINANCIAL:
No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Downtown Entertainment and Destination District and Economic Development

CITY CONTACT: Rhonda Lewis, City Secretary
lewisr@nactx.us
(936) 559-2504

ATTACHMENTS: 1. 34th Annual Texas report for City Council 7-16-2024 (3)

Report for City Council

City of Nacogdoches

34th Annual Texas Blueberry Festival

Presented by Tipton Ford

June 8, 2024


2nd Weekend in June
TEXAS BLUEBERRY FESTIVAL
NACOGDOCHES
PRESENTED BY
TIPTON Ford
Nacogdoches, TX
Princess in Waiting
Queen


TEXAS BLUEBERRY FESTIVAL
TIPTON Ford


NATION COMFORTABLE


SUPPORT DAY DRINKING
JACKS


TONFord
2nd Weekend in June
TEXAS BLUEBERRY FESTIVAL
NACOGDOCHES, TEXAS


NACOGDOCHES
KIWANIS
Serving the Children of the World
Breakfast


Nacogdoches
RECREATION
RUNNING OF THE BLUEBERRIES
5k
10k
1mi
BENEFITING DOG PARK


THE SALVATION ARMY
THE SALVATION ARMY
HOPE
DERBY
AISER
History

Blueberry Festival Carnival

Mural Painting & Tours

Blueberry Gang Bounty Hunters

Thank you sponsors!

Blue Diamond Sponsor

Blue Sapphire Sponsor

Broadcast Sponsor
Optimum

Vendor Shuttle Sponsor
SFASU Nelson Rusche College of Business
Arnold Center for Entrepreneurship

Festival Bag Sponsor
UBank

Blue Topaz Sponsor
Badders Law Firm
City of Nacogdoches
Eaton Cooper Power Systems
Motorhomes of Texas
Oncor Electric Delivery
Stonewater Roofing

Blue Ribbon Sponsors
CAB Incorporated
Meadow Ridge Outdoors
Regions Bank
SFA College of Business ACE
Uptown Apartments
90.9 KSWP / KAVX 91.9

Blue Sky Sponsors
Citizens 1st Bank
Doches Credit Union
Goodwill Central East Texas
Gound Chevrolet Co.
Harry's Building Materials, Inc.
Lehmann Eye Center
M & S Pharmacy
McWilliams Heating, Cooling & Plumbing
Raising Cane's Chicken Fingers
Southside Bank
Stripling's Pharmacy
Vexus Fiber
University Rental
Wagoner Family Health Clinic

Blue True Sponsors
Austin Bank
BancorpSouth / BXS Insurance
Etech
Oral & Facial Surgery Group of East Texas, LLP
Strickland Plumbing & HVAC, Inc.
Tom Belanger, Attorney At Law
Around the Town
The Daily Sentinel
103 The Bull - KJCS FM
Townsquare Media

How many people?


Texas Forest Trail

Nacogdoches | June 8, 2024

Prepared by

DATAFY

AVG LENGTH OF STAY

1 Days

UNIQUE VISITORS

17,879 Visitors

Reaching more through streaming video

Produced and placed by The Daily Sentinel.

Target: Waco and surrounding areas.

Tactics:

- Over the top 30 sec video ad
- Pre roll 30-sec video ad

Reached: average of 3,302 households 4.5x a day, between 5 – 10pm

Served 24, 546 times resulting in 62 clicks to the website

Watched to the end without skipping 52% of the time – 12, 816 completed views

The Daily Sentinel

CTV/OTT 0 ©

iivei view Lcoyraphy Creatives

Featured Networks

Platforms Time of Day Devices Household R&F

CBS News
93.08%
completion rate

Tubi TV
97.39%
completion rate

Investigation Discovery
98.97%
completion rate

HGTV
99.49%
completion rate

TLC
91.18%
completion rate

Tennis Channel
98.95%
completion rate

Lifetime
82.82%
completion rate

Animal Planet
99.68%
completion rate

Discovery
97.55%
completion rate

Travel Channel
98.28%
completion rate

Food Network
98.59%
completion rate

TNT
98.05%
completion rate

A&E
96.26%
completion rate

History
98.10%
completion rate

The CW
97.15%
completion rate

Vizio
98.72%
completion rate

Fubo TV
97.84%
completion rate

DIY Network
98.50%
completion rate

The Weather Channel
95.76%
completion rate

Cooking Channel
100%
completion rate

Philo
96.25%
completion rate

Adult Swim
100%
completion rate

Univision
96.97%
completion rate

AMC
100%
completion rate

MLB Network
90.00%
completion rate

TruTV
100%
completion rate

Destination America
100%
completion rate

ESPN
100%
completion rate

OWN
100%
completion rate

Bloomberg
100%
completion rate

CNN
100%
completion rate

VH1
100%
completion rate

NBA
100%
completion rate

Univision Now
83.33%
completion rate

BET
100%
completion rate

Filmrise
100%
completion rate

TBS
100%
completion rate

Branding Campaign for awareness

Four advertising elements

Radio commercials – 125 radio commercials across all radio stations (KYKS, KAFX, KTBQ, KSFA, KVLL)

Radio remote broadcasts day of event on KYKS and KAFX – powered by Optimum

Streaming TV ads (Tipton Ford)– served on Smart TVs in the East Texas Area. 66,110 commercials viewed

Completion rate 97.65% (less than 3% skipped!)

Digital Display ads were delivered to mobile devices, laptops, desktops and tablets delivering over 1.25 million ads and sent over 3000 visits to your website for more info

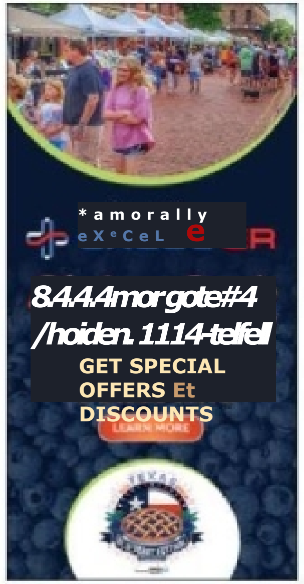
Clicks took viewers to different web pages, depending on the sponsor.

Click Through Rate 25% (almost 3x the national average of .09%)

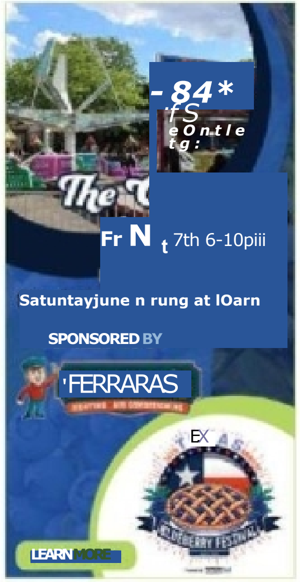
townsquare DNA

Digital ads featuring sponsors

EXCEL ER



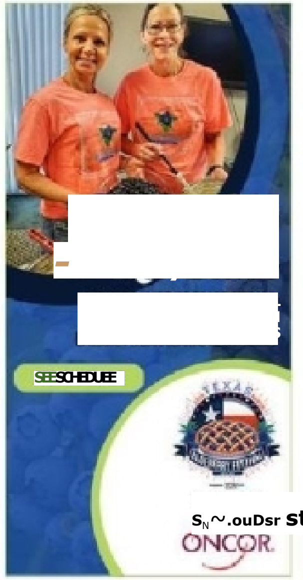
Ferrara's Heating



Badders

Eaton

ONCOR



Stonewater Roofing

What's next for the 35th festival?

Thank you,
City of Nacogdoches!

We are looking forward to the 35th Annual Texas Blueberry Festival in Nacogdoches

2nd Weekend In June
TEXAS BLUEBERRY FESTIVAL®
NACOGDOCHES
PRODUCED BY THE NACOGDOCHES COUNTY CHAMBER

presented by
TIPTON Ford
Nacogdoches, TX