



City of Saginaw
Meeting and/or Executive Session Agenda

Tuesday, November 4, 2025, 6:00 PM
Council Chamber
333 West McLeroy Boulevard
Saginaw, Texas 76179

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation. The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

1. Call To Order

- 1.A. Call To Order -- Todd Flippo, Mayor
- 1.B. Pledges--Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas--
"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"
- 1.C. Invocation--Pastor Joe Rangel, SOBA Church
- 1.D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comment

2. Consent Agenda

All items listed are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

- 2.A. Action regarding minutes from the October 21, 2025, meeting--Vicky Vega, City Secretary
- 2.B. Action regarding proposed price increase by Waste Connections Lone Star. Inc., for residential and commercial trash service and residential recycling--Lee Howell, Asst. City Manager
- 2.C. Action regarding Ordinance No. 2025-27, amending the Master Fee Schedule by amending the fee for Residential Trash and Recycle Services--Lee Howell, Asst. City Manager
- 2.D. Action regarding the renewal of the Range Contract with Tarrant County College--Russell Ragsdale, Chief of Police
- 2.E. Action regarding an Advance Funding Agreement (AFA) with the State of Texas through TXDOT for a traffic signal light at E. Bailey Boswell Road and Jarvis Road--Trenton Tidwell, P.E. City Engineer

2.F. Action regarding an Advance Funding Agreement (AFA) with the State of Texas through TXDOT for the construction of the Bicycle and Pedestrian Improvements Project to North Basswood Blvd from the intersection of Blue Mound Rd to the intersection of Redding Dr. & Include the Intersection of Grand Central Parkway--Trenton Tidwell, P.E. City Engineer

2.G. Action regarding an Individual Project Order (IPO) for Elkins Drive Pulverize Overlay--Randy Newsom, Director of Public Works

2.H. Action regarding the Purchase of a new Excavator and Trailer for the Drainage Department--Randy Newsom, Director of Public Works

2.I. Action regarding the Purchase of a new Dump Truck for the Water Department-- Ronnie Martinez, Superintendent of Water Utilities

2.J. Action regarding the Purchase of a new Backhoe for the Water Department--Ronnie Martinez, Superintendent of Water Utilities

3. Proclamations-Presentations

3.A. Recognitions/Presentations--Gabe Reaume, City Manager

3.B. Report on Vendor Search for Citywide 311 and Public Works Software -- Luisa Pina, PW Admin. Coordinator

4. Business

4.A. Consideration and action regarding Resolution No. 2025-19, authorizing the casting of the City of Saginaw's allocated votes for appointment on the Tarrant Appraisal District--Todd Flippo, Mayor

5. Executive Session

The City Council may take action on any Executive Session item posted.

5.A. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

5.B. Any Item Posted

5.C. 551.087. Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City, and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

5.D. 1005 N. Saginaw Blvd

5.E. Sales Tax Rebate Proposal

6. Adjournment

6.A. Adjournment--Todd Flippo, Mayor

Date Posted: _____ Time: _____ By:

Date Retrieved: _____ Time: _____ By:

Visit www.saginawtx.org/taxpayerimpact for Fiscal Year 2025-2026 Budget and Tax Payer Impact Statement - Pursuant to Section 551.043(c) Texas Government Code.

Date Posted: October 28, 2025



City Council Memorandum

A. Action regarding minutes from the October 21, 2025, meeting--Vicky Vega, City Secretary

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Consent Agenda Item: 2A.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Draft minutes from the October 21st meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

Attachments

[Draft Minutes--10-21-2025.pdf](#)

**** The following document is a draft of the minutes and the not the official approved minutes ****

City of Saginaw

Minutes for the City Council

333 West McLeroy Boulevard

Saginaw, Texas 76179

October 21, 2025, 6:00 PM

Present at the Meeting:

- Todd Flippo, Mayor
- Paul Felegy, Mayor Pro-Tem, Place 1
- Nick Lawson, Place 2
- Brack St. Clair, Place 4
- Shawn Morrison, Place 5
- Mary Copeland, Place 6
- Gabe Reaume, City Manager
- Lee Howell, Asst. City Manager
- Kim Quin, Finance Director
- Doug Spears, Fire Chief
- John Cook, Fire Marshall
- Jacob Uzee, Firefighter/Paramedic
- Nicholas Lee, Firefighter/Paramedic
- Russell Ragsdale, Police Chief
- Randy Newsom, Director of Public Works
- Jarred Coursey, Asst. Director of Public Works
- Pedro Zambrano, Director of Economic Development & Community Engagement
- Susy Victor, Asst. Director of Economic Development & Community Engagement
- Melanie McManus, Director of Human Resources
- Ellen Ritchie, Library Director
- Vicky Vega, City Secretary
- Aleena Davis, Communications Specialist
- Maria Hernandez, Planner I
- Luisa Pina, Public Works Administrative Coordinator
- Ericka Gambill, Special Events & Switchyard Tech
- Glenn Reeves, Environmental Specialist
- Jason England, Asst. Recreation Services Manager
- Vickie Weldon, Recreation Services Manager
- Tammi Tinsley, Corporal

- Ronnie Horton, Adult Services Librarian

Absent from the Meeting:

- Valerie Junkersfeld, Place 3
- Bryn Meredith, City Attorney
- Trenton Tidwell, P.E. City Engineer

Visitors at the Meeting:

- Courtney Lindsey
- Teresa Johnson
- Jason Schwab
- Carmen Hetz
- Fatou Mabwa

1. Call To Order

1.A. Call To Order -- Todd Flippo, Mayor

Mayor Flippo called the meeting to order at 6:00 p.m.

1.B. Pledges--Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas--
"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

1.C. Invocation

Councilmember St. Clair gave the invocation.

1.D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comment

2. Consent Agenda

Motion was made by Mayor Pro-tem Felegy and seconded by Councilmember St. Clair to approve all items in the Consent Agenda. Motion passed unanimously. 6-0-0-1 (Absent: Councilmember Junkersfeld)

2.A. Action regarding minutes from September 16, 2025, meeting--Vicky Vega, City Secretary

This item was approved by consent.

2.B. Action regarding an ordinance denying the proposed change in rates of Oncor Electric delivery company LLC, finding and determining that the meeting at which this ordinance is passed is open to the public as required by law, and declaring an emergency

Council approved Ordinance No. 2025-24, that denied the proposed rate change. ONCOR plans to consolidate/appeal to the Public Utility Commission of Texas to establish system wide rates by October 29, 2025.

This item was approved by consent.

2.C. Action regarding an Second amendment to Fort Worth City Secretary Contract No. 49683 an Interlocal Agreement between City of Fort Worth and City of Saginaw for participation in the City of Fort Worth's Environmental Collection Center Household Hazardous Waste Program

Council approved the interlocal agreement between Fort Worth and Saginaw that increased the cost by \$30 per household to visit the Environmental Collection Center (ECC) or per participating household in a Mobile Collection Event from \$95 to \$125, which will take effect on October 1, 2025.

This item was approved by consent.

2.D. Action regarding an Interlocal Agreement with the City of Lake Worth for dispatch service with an effective date of October 1, 2025 through September 30, 2026-- Russell Ragsdale, Police Chief

Council approved approve an Interlocal Agreement with the City of Lake Worth for dispatching services for the Fiscal Year 2025-2026

This item was approved by consent.

2.E. Action regarding Bid Award for Consulting Services to assist in creating a Comprehensive Safety Action Plan for Safe Street for all (SS4A) Grant Program--Jarred Coursey, Asst. Director of Public Works

Council approved awarding the bid to Kimley-Horn to create a Comprehensive Safety Action Plan for Safe Streets for all (SS4A) grant programs.

This item was approved by consent.

2.F. Action Regarding Approval of Purchase for 2025 Holiday Décor Installation -- Luisa Pina, PW Admin Coordinator

Council approved awarding the bid for Holiday Décor Installation for the 2025 year to First Choice Lights, they were the lowest bidder.

This item was approved by consent.

2.G. Action regarding the adoption of the City of Saginaw Brand Guidelines--Pedro Zambrano, Director of Economic & Community Engagement

Council adopted the City of Saginaw Brand guidelines.

This item was approved by consent.

3. Proclamations-Presentations

3.A. Recognitions/Presentations--Gabe Reaume, City Manager

Recognition of staff and volunteers that worked the Train and Grain event, as well as for welcoming two newly appointed firefighters/paramedics.

4. Public Hearings

4.A. Consideration and Action Regarding a Request to Amend the Frontier Settlement Planned Development District, Providing Development Standards and a Development Plan, located at 700 Old Decatur Road (TAD) -- Susy Victor-Trevino, Asst. Director of Economic and Community Engagement

Public Hearing was opened at 6:16 PM and closed at 6:26 PM

Mayor Flippo declared the public hearing for this item opened at 6:16 p.m. Assistant Director of Economic and Community Engagement Trevino explained the request to amend the Frontier Settlement Planned Development District, Providing Development Standards and a Development Plan, located at 700 Old Decatur Road. The Planning and Zoning Commission considered this request at their meeting on October 14, 2025 and voted to recommend approval to the City Council. The applicant was present at the meeting. Mayor Flippo called for public input. There was none. Mayor Flippo declared the public hearing closed at 6:26 p.m.

Motion was made by Mayor Pro-tem Felegy and seconded by Councilmember Lawson to approve the amendment to the Planned Development at 700 Old Decatur Road. Motion passed. 6-0-0-1 (Absent: Councilmember Junkersfeld)

4.B. Consideration and Action Regarding a Request to Amend the Saginaw Local Favorite Planned Development District, Providing Development Standards and a Development Plan, located at 400 S. Saginaw Boulevard and 405 S. Belmont Street (TAD) -- Susy Victor-Trevino, Asst. Director of Economic and Community Engagement

Public Hearing was opened at 6:26 PM and closed at 7:16 PM

Mayor Flippo declared the public hearing for this item opened at 6:26 pm Assistant Director of Economic and Community Engagement Trevino explained the request to amend the Saginaw Local Favorite Planned Development District, Providing Development Standards and a Development Plan, located at 400 S. Saginaw Boulevard and 405 S. Belmont Street. The Planning and Zoning Commission considered this request at their meeting on October 14, 2025 and voted to recommend approval to the City Council. The applicant was present at the meeting. Mayor Flippo called for public input. There was none. Mayor Flippo declared the public hearing closed at 7:16 pm

Motion was made by Councilmember Morrison and seconded by Councilmember Lawson to approve item 4B pending the redrafting of the structure to accommodate the incorporation of an activated amenity through the outside yard space to be approved by the design review committee with reasonable parking for accommodation in the future. Motion passed. 6-0-0-1 (Absent: Councilmember Junkersfeld)

5. Executive Session

No executive session.

5.A. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda

item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

5.B. Any Item Posted

6. Adjournment

Motion was made by Mayor Pro-tem Felegy and seconded by Councilmember St. Clair to adjourn the meeting.

Motion passed. 6-0-0-1 (Absent: Councilmember Junkersfeld)

6.A. Adjournment--Todd Flippo, Mayor

Mayor Flippo adjourned the meeting at 7:17 pm



City Council Memorandum

B. Action regarding proposed price increase by Waste Connections Lone Star, Inc., for residential and commercial trash service and residential recycling--Lee Howell, Asst. City Manager

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Consent Agenda Item: 2B.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The City contracts with Waste Connections Lone Star, Inc., to provide trash collection service to the residents and commercial businesses in the City. Per contract, Waste Connections can request a rate increase every year based on increases in the Consumer Price Index (CPI) category for "All Urban Customers, Garbage and Trash Collection in the U.S."

Annual rate adjustments are limited to 5% maximum, regardless of any increases in the urban consumer price index. This year, the CPI-U not seasonally adjusted increased 6.5% year over year 2024-2025 (Sept to Aug). Waste Connections requests the maximum rate increase of 5%, effective with the November 2025 billing cycle.

FINANCIAL IMPACT:

Residential curbside service would increase from \$11.90 to \$12.50 per month.

Residential recycling service would increase from \$2.92 to \$3.07 per month.

Resulting increase to monthly residential service is \$0.75 for total of \$15.57/mo.

Commercial dumpster and roll-off services would also increase by 5%.

RECOMMENDATION:

Staff recommends approval.

Attachments

[Waste Conn Rate Adj 2025.pdf](#)



WASTE CONNECTIONS INC.

Connect with the Future®

September 15, 2025
City of Saginaw
Attn: Honorable Mayor and Members of Council
505 W McLeroy Blvd
Saginaw, TX 76179

RE: Annual Rate Adjustment

Dear Honorable Mayor and Members of Council,

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Saginaw. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Saginaw.

Each year we evaluate cost per our contract with the city. This year the CPI-U (All urban consumer price index) not seasonally adjusted is 6.5% increase year over year. This is specifically tied to the Garbage and trash collection in U.S. City Average. Per contract the maximum increase is five percent (5%). I have enclosed further details of these adjustments with this letter.

We respect that council must approve this adjustment. With City Councils approval we would like to adjust these rates on the November billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me on my cell at 817-222-2221

Best Regards,

Zachary McPherson
District Manager
Waste Connections of TX
zachary.mcpherson@wasteconnections.com

City of Saginaw Solid Waste CPI Adjustment 2025

Consumer Price Index for All Urban Consumers (CPI-U)

Original Data Value

Series Id: CUUR0000SEHG02, CUS00000SEHG02

Not Seasonally Adjusted

Series Title:

Area: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

Item: Dallas-Fort Worth-Arlington, TX

Base Period: Garbage and trash collection

Years: DECEMBER 1983=100

2024 to 2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	606,773	610,015	614,093	615,880	615,880	615,880	615,880	615,880	615,880	615,880	615,880	615,880
2025	629,803	642,053	652,682	656,067	656,067	656,067	656,067	656,067	656,067	656,067	656,067	656,067
Net % Change	3.80%	5.25%	6.07%	6.28%	6.53%	6.53%	6.53%	6.53%	6.53%	6.53%	6.53%	6.53%
100% of Net change												

Operational Increases

3rd party trucking	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024												
2025												

Disposal Expense	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023												
2024												
2025												

Saginaw pass thru 0.00%

Operational Cost Increase 0.00%

Rate Changes

Service	Current Rate	Increase %	New Rate 11/1/2025
Residential Curbside Service	\$ 11.90	5.0%	\$ 12.50

5.00% * Increase applies to all other contract pricing.

Quoted/New Rate

Consumer Price Index for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id: CUUR0000SEHG02, CUUS0000SEHG02
Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2024 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2024	6.4	6.1	5.8	5.3	3.8	3.8	3.0	3.1	3.8	4.0	4.2	4.3	5.2	3.7
2025	3.8	5.1	5.3	5.2	6.1	6.0	6.3	6.5						

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG02,CUUS0000SEHG02
Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2024 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	609.983	621.029
2025	629.803	641.938	642.053	643.063	646.507	648.477	652.682	656.067					641.974	



City Council Memorandum

C. Action regarding Ordinance No. 2025-27, amending the Master Fee Schedule by amending the fee for Residential Trash and Recycle Services--Lee Howell, Asst. City Manager

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Consent Agenda Item: 2C.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

This item is in conjunction with item 2B Ordinance 2025-27, amends the Master Fee Schedule to reflect the new monthly rate for residential trash and recycle services.

FINANCIAL IMPACT:

The financial impact will be the increase in the monthly residential rate.

RECOMMENDATION:

Staff recommends approval.

Attachments

[Ord 2025-27-- Amend Master Fee Schedule--Amending Residential Trash and Recycle Fees.pdf](#)

[Draft--Master Fee Schedule--Amending the Trash and Recycle Fees.pdf](#)

ORDINANCE NO. 2025-27

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS AMENDING THE MASTER SCHEDULE OF FEES ESTABLISHED BY ORDINANCE NO. 2010-14, AS AMENDED, AMENDING THE FEE FOR RESIDENTIAL TRASH AND RECYCLE SERVICES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw, Texas (the “City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City has heretofore adopted a Master Schedule of Fees for City services and permit applications; and

WHEREAS, the City desires to amend the Master Schedule of Fees to amend the fee for residential trash and recycle services in order to reflect the administrative costs incurred by the City to perform the function associated with these applications.

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

SECTION 1.

That the Master Schedule of Fees established pursuant to Ordinance No. 2010-14, as amended, is hereby amended by amending the fee for residential trash and recycling services in order to reflect the administrative costs incurred by the City to perform the function associated with this application. The new fees are set forth in the attached and incorporated Exhibit “A”, hereto.

SECTION 2.

The City Secretary is hereby directed to revise the Master Schedule of Fees in accordance with the above-referenced revision. A revised Master Schedule of Fees shall be kept on file with the office of the City Secretary.

SECTION 3.

This Ordinance shall be cumulative of all provisions of the Code of Ordinances of the City and other applicable City ordinances, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the applicability of the conflicting provisions of such Ordinances are hereby repealed.

SECTION 4.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5.

This Ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED THIS 4th DAY OF NOVEMBER 2025.

Todd Flippo, Mayor

ATTEST:

Vicky Vega, City Secretary

CITY OF SAGINAW FEE SCHEDULE

ADMINISTRATIVE		
Copies	\$ 0.20	per copy
Garage Sale Permit	\$ 10.00	per sale, includes 3 signs
Garage Sale Replacement Signs	\$ 1.00	each for re-scheduled sale
Solicitor's Permit	\$ 100.00	per year, plus \$10 for each agent/employee
Public Record Requests		
Standard Paper Copy	\$ 0.10	per page (8-1/2 x 14 or smaller)
Non-standard Paper Copy	\$ 0.50	per page (larger than 8-1/2 x 14)
		<i>Paper printed on both sides counts as 2 copies</i>
Diskette 3-1/2 x 5-1/2	\$ 1.00	each
Tape cartridge (1.2 GB)	\$ 43.00	each
Audio Cassette	\$ 1.00	each
Other formats	Actual Cost	
Programming personnel	\$ 32.50	per hour
Other personnel	\$ 15.00	per hour
Overhead charge	20% of personnel charge	
Computer Resource Charge-Midsize	\$ 1.50	per minute
Computer Resource Charge-PCorLAN	\$ 1.00	per hour
Miscellaneous Supplies	Actual Cost	
Postage & Shipping Charge	Actual Cost	
Other costs	Actual Cost	
Outsourced or Contracted Services	Actual Cost	
Alcoholic Beverages		
Wine & Beer Retailers Off-Premise Permit	\$ 30.00	per year
Mixed Beverage Permit	\$ 375.00	per year after 3 yr period following initial issuance
Alcohol Sales Setback Variance Application	\$ 100.00	
Trash		
Residential Trash & Recycle Rate	\$ 15.57	plus tax, per month per residence



City Council Memorandum

D. Action regarding the renewal of the Range Contract with Tarrant County College-Russell Ragsdale, Chief of Police

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Consent Agenda Item: 2D.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The Saginaw Police Department utilizes the Tarrant County College Firearms Range for mandatory TCOLE required firearms qualifications. Our agency also does a low light qualification and firearms training throughout the year. In addition, our SWAT team trains monthly at the range to stay proficient in the use of firearms.

FINANCIAL IMPACT:

The cost for the three year contract is \$22,500. This fee has remained the same since its inception.

RECOMMENDATION:

Staff recommends council approve the contract.

Attachments

[TCCD WPFR - Saginaw PD - Range Usage Agreement 2026 - 2028 DRAFT.pdf](#)

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

**USE AGREEMENT FOR
THE TARRANT COUNTY
COLLEGE DISTRICT –
FIRING RANGE**

1. PARTIES

This Agreement is made by and between the Tarrant County College (“TCC”) and the City of Saginaw (“Saginaw”), pursuant to the authorities granted by Texas Local Government Code Chapter 791, Inter-local Cooperation Act, in order to allow the peace officers employed by Saginaw to adequately conduct firearms training within Tarrant County. Any reference to Tarrant County College or TCC in this Agreement means Tarrant County College, a political subdivision of the State of Texas.

2. TERM

This Agreement is effective from January 1, 2026 through December 31, 2028, unless otherwise terminated or modified as provided in this Agreement.

3. TCC RESPONSIBILITIES

TCC agrees to make the Northwest Campus Firing Range (WPFR), restrooms, classroom, and related support facilities, available to Saginaw for its exclusive use for twenty (20), non-holiday bearing, days in each calendar year during the term of this Agreement for training purposes. A day is defined as two (2) 4-hour periods or one (1) 8-hour period.

TCC may utilize the funds paid by Saginaw as consideration under this Agreement at its discretion.

TCC agrees to ensure that no other users, including students or other TCC personnel, shall use the WPFR during the periods of time reserved for Saginaw, without the prior consent of Saginaw. Saginaw agrees to make payment to TCC within 30 days of the signing of this document.

4. SAGINAW RESPONSIBILITIES

Saginaw agrees it will only permit peace officers employed by Saginaw who are required by Saginaw to carry firearms as part of their official duties to access and utilize the WPFR.

Saginaw agrees to notify the WPFR Rangemaster no later than October 1 of each year of the specific weeks or other periods of time Saginaw requests the use of the WPFR during the upcoming calendar year.

Saginaw agrees to have a certified Rangemaster or Firearms Instructor for Saginaw on site at all times when Saginaw is utilizing the WPFR. The WPFR Rangemaster and Assistant Rangemasters may be onsite when Saginaw is utilizing the WPFR.

Saginaw agrees to adhere to the WPFR rules, policies, and regulations, as set forth by the WPFR Lead Coordinator – Rangemaster in writing, including any fees for shooting past the set hours of the WPFR .

Saginaw shall pay Twenty-Two Thousand, Five Hundred and No/100 Dollars (\$22,500.00) to TCC, within thirty days after the execution of this Agreement, in consideration of the use of the WPFR as provided for in this Agreement.

5. TERMINATION

A. Without Cause: This Agreement may be terminated without cause by either party with sixty (60) days' notice in writing. If terminated by either party, a pro rata share of the payments made under this Agreement shall be refunded to Saginaw. The pro rata share will be defined as how many days, whole days (8 hours) and half days (4 hours), are remaining on the agreement beginning January 1, 2026 and ending December 31, 2028. A day is remaining on the agreement if Saginaw has not actually utilized the WPFR for that time when the notice of termination is given. A half day is worth \$187.50 and a whole day is worth \$375.00.

B. With Cause: TCC reserves the right to terminate the Agreement immediately with notice, in whole or in part, at its sole discretion, for the following reasons:

1. Significant failure of Saginaw personnel to follow written safety rules, policies, and regulations. Prior to any such termination the WPFR Rangemaster shall contact the Rangemaster or Firearms Director for Saginaw and give notice of the violations. Saginaw shall have 30 days to correct the violations.
2. Failure of Saginaw to make payment as required under this Agreement.

C. With Cause: Saginaw reserves the right to terminate the Agreement immediately with notice for the following reasons, and upon such termination the pro rata formula in Section 5.A will apply:

- 1) TCC fails to adequately maintain and secure the facility.
- 2) TCC fails to provide the minimum required range times.
- 3) TCC fails to provide the range times at reasonable times throughout the year. Prior to any such termination, the Saginaw PD liaison will contact the WPFR Rangemaster to discuss alternate dates. TCC will be allowed 30 days to make any corrections.

6. INDEMNIFICATION

To the extent allowed by law and without waiving any immunities or protections afforded by law, TCC shall indemnify and hold harmless Saginaw for any and all claims, losses, damages, causes of actions, injuries, including death, of whatever kind arising from or related to the selection, installation, operation, maintenance, repair, or removal of all or any part of the WPFR, equipment, and support facilities.

To the extent allowed by law and without waiving any immunities or protections afforded by law, Saginaw agrees to hold harmless and indemnify TCC from and against any claim, loss, damage, cause of action, expense and/or liability resulting from Saginaw's exercise of its rights and privileges under this Agreement whenever such claim, loss, damage, cause of action, expense and/or liability arises from a negligent or wrongful act or omission by an employee of Saginaw while acting within the scope of his or her employment.

7. NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person, or the successor to that position, shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

SAGINAW PD

Russell Ragsdale
Chief of Police
505 W. McLeroy Boulevard
Saginaw, TX 76179

TCC - WPFR

Adam Bush, Lead Coordinator – Rangemaster
Firing Range
WPFR – 1102D
4801 Marine Creek Parkway
Fort Worth, Texas 76179

A copy of any notices will also be sent to:

Tarrant County College District
Attention: Office of the Chancellor
300 Trinity Campus Circle
Fort Worth, Texas 76102

8. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.

9. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural, and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

10. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid, void or unenforceable, this determination will not affect the legality or validity or any of the remaining provisions. The unenforceable, void, invalid, or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

11. IMMUNITY

This Agreement is expressly made subject to TCC's and Saginaw's Governmental Immunity, including, without limitation, any immunity created or preserved by Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit, any immunities from liability, or any limitation of tort liability that TCC or Saginaw has by common law, by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12. COMPLIANCE OF LAWS AND VENUE

In providing services required by this Agreement, TCC and Saginaw must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations.

This Agreement must be authorized by the governing body of each party to the Agreement.

All payments made under this Agreement must be made from current revenues available to the paying party.

13. RELATIONSHIP OF PARTIES

TCC is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of Saginaw. Saginaw is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of TCC. TCC and Saginaw agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees in conjunction with the performance under this Agreement.

14. SIGNATORY WARRANTY

TCC and Saginaw represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of this Agreement have been made by authorized representatives of the parties to validly and legally bind the parties to all terms, promises and provisions set forth in this Agreement.

EXECUTED THIS ____ DAY OF _____ 20__.

SAGINAW:

TCC:

Todd Flippo, Mayor

Damon Ing, Ed.D., Interim Director – PSTC,
TCC-NW

Russell Ragsdale, Chief of Police

Adam Bush, Coordinator – Rangemaster, WPFR

ATTEST:

Vicky Vega, City Secretary

***Approved as to Form:**

***Approved as to Form:**

By: Bryn Meredith, City Attorney

Previously Approved 4.13.2021
By: Carol Ware Bracken, Associate General Counsel



City Council Memorandum

E. Action regarding an Advance Funding Agreement (AFA) with the State of Texas through TXDOT for a traffic signal light at E. Bailey Boswell Road and Jarvis Road--Trenton Tidwell, P.E. City Engineer

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Consent Agenda Item: 2E.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The scope of work for the Project consists of installation of new traffic signal with safety lighting, Americans with Disabilities Act (ADA) compliant curb ramps, high visibility crosswalks, and left and right turn lanes at the intersection of East Bailey Boswell Road and Jarvis Road

A copy of the proposed AFA is attached.

FINANCIAL IMPACT:

The City's estimated cost is \$70,868.00 and the cost will be paid from account #06-4060-45-00

RECOMMENDATION:

N/A

Attachments

[0902-90-354_DRAFT HSIP AFA – Jarvis Road.pdf](#)

[Resolution 2025-20– AFA Traffic Signal at E. Bailey Boswell and Jarvis Road.pdf](#)

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT **For** **Highway Safety Improvement Program** **Off-System**

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **install traffic signal**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			<i>AFA Not Used For Research & Development</i>	

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

AGREEMENT

1. Responsible Parties:

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

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

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

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of **installation of new traffic signal with safety lighting, Americans with Disabilities Act (ADA) compliant curb ramps, high visibility crosswalks, and left and right turn lanes at the intersection of East Bailey Boswell Road and Jarvis Road as shown on Attachment A.**

4. Project Sources and Uses of Funds

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			<i>AFA Not Used For Research & Development</i>	

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			<i>AFA Not Used For Research & Development</i>	

- differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

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

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

5. Termination of This Agreement

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

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

6. Amendments

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

7. Remedies

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

8. Utilities

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

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

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

11. Architectural and Engineering Services

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

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

12. Construction Responsibilities

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

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

13. Project Maintenance

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

14. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			<i>AFA Not Used For Research & Development</i>	

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

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

15. Insurance

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

16. Notices

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

Local Government:	State:
City of Saginaw ATTN: Mayor 333 W. McLeroy Boulevard Saginaw, TX 76179	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

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

26. **Pertinent Non-Discrimination Authorities**

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

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

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

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

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

28. Debarment Certifications

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

29. Lobbying Certification

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

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

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			<i>AFA Not Used For Research & Development</i>	

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

31. Single Audit Report

If federal funds are used:

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

32. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

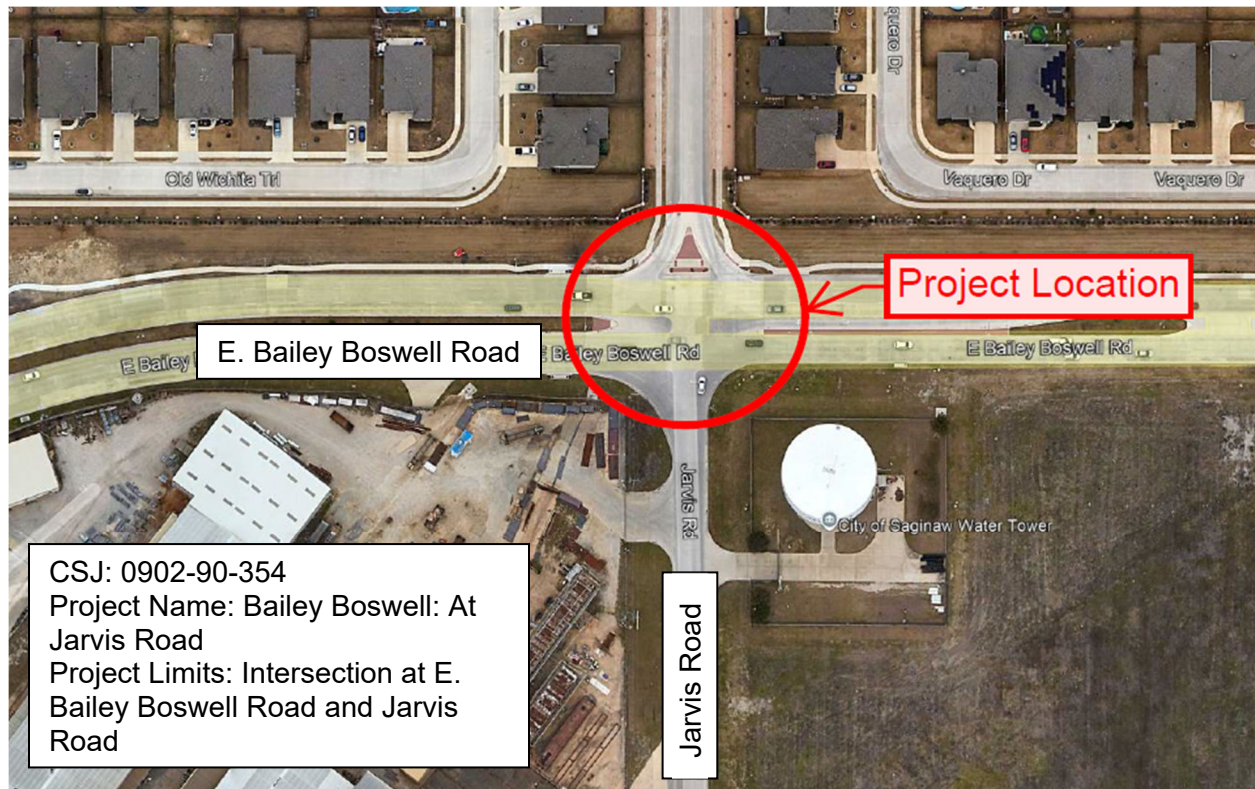
Typed or Printed Title

Date

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$25,000	0%	\$0	0%	\$0	100%	\$25,000
Engineering (by Local Government)	\$115,000	0%	\$0	0%	\$0	100%	\$115,000
Construction (by State)	\$810,707	100%	\$810,707	0%	\$0	0%	\$0
Subtotal	\$950,707		\$810,707		\$0		\$140,000
Environmental Direct State Costs	\$5,599	0%	\$0	0%	\$0	100%	\$5,599
Engineering Direct State Costs	\$5,599	0%	\$0	0%	\$0	100%	\$5,599
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs	\$59,668	0%	\$0	0%	\$0	100%	\$59,668
Subtotal	\$1,021,575		\$810,707		\$0		\$210,868
Indirect State Costs (5.51%)	\$0	0%	\$0	100%	\$3,905	0%	\$0
TOTAL	\$1,025,480		\$810,707		\$3,905		\$210,868

Initial payment by the Local Government to the State: \$ 11,200.00 .
Payment by the Local Government to the State before construction: \$ 59,668.00 .
Estimated total payment by the Local Government to the State \$ 70,868.00 .

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-354	AFA ID	Z00012373	CFDA No.	20.205
AFA CSJs	0902-90-354			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	BAILEY BOSWELL: AT JARVIS RD			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

RESOLUTION NO. 2025-20

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS

That the City Council authorizes an Advance Funding Agreement with the State of Texas for the construction of the Highway Safety Improvement Program. Grant Improvements to the intersection of East Bailey Boswell Road and Jarvis Road for a total estimated cost of \$1,025,480.00, with the City's share of the cost estimated to be \$70,868.00 plus any cost overruns. The mayor is authorized to execute all documents necessary to complete this transactions.

That it is hereby officially found and determined that the meeting at which this resolution is passed is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this ____ day of _____, 2025.

APPROVED:

Todd Flippo, Mayor

ATTEST:

Vicky Vega, City Secretary



City Council Memorandum

F. Action regarding an Advance Funding Agreement (AFA) with the State of Texas through TXDOT for the construction of the Bicycle and Pedestrian Improvements Project to North Basswood Blvd from the intersection of Blue Mound Rd to the intersection of Redding Dr. & Include the Intersection of Grand Central Parkway--Trenton Tidwell, P.E. City Engineer

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Consent Agenda Item: 2F.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The scope of work for the project consist of concrete curb ramps in accordance with TXDOT PED-18 and Public Right of Way Accessibility Guidelines (PROWAG), 5' concrete sidewalk, integral concrete retaining walls and integral concrete curb, and pavement marking replacement where needed along the north side of Basswood Blvd from the intersection of Blue Mound Road to the intersection of Redding Drive. The project also includes work in the intersection of Grand Central Parkway.

A copy of the proposed AFA is attached.

FINANCIAL IMPACT:

The City's estimated cost is \$46,084.00 and the cost will be paid from account #06-4059-45-00

RECOMMENDATION:

N/A

Attachments

[0902-90-355_DRAFT AFA--BasswoodReddingBluemound.pdf](#)

[Resolution 2025-21-- AFA Bicycle and Pedestrian Improvements Project--
BasswoodBluemoundReddingGrandcentralpkwy.pdf](#)

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Program Off-System

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **bicycle and pedestrian improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

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

AGREEMENT

1. Responsible Parties:

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

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

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

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of **concrete curb ramps in accordance with TxDOT PED-18 and Public Right-of-Way Accessibility Guidelines (PROWAG), 5' Concrete sidewalk, integral concrete retaining walls and integral concrete curb, and pavement marking replacement where needed along the North side of Basswood Boulevard from the intersection of Blue Mound Road to the intersection of Redding Drive as shown on Attachment A. Project also includes work in the intersection of Grand Central Parkway. There are no proposed drainage improvements and no proposed Right of Way acquisition anticipated.**

4. Project Sources and Uses of Funds

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

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

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

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

5. Termination of This Agreement

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

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

6. Amendments

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

7. Remedies

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

8. Utilities

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

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

11. Architectural and Engineering Services

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

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

12. Construction Responsibilities

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

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

13. Project Maintenance

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

14. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

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

16. Notices

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

Local Government:	State:
City of Saginaw ATTN: Mayor 205 Brenda Lane Saginaw, TX 76179	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

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

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

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

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

29. Lobbying Certification

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

Typed or Printed Title

Date

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$25,000	0%	\$0	0%	\$0	100%	\$25,000
Engineering (by Local Government)	\$125,000	0%	\$0	0%	\$0	100%	\$125,000
Construction (by Local Government)	\$463,103	100%	\$463,103	0%	\$0	0%	\$0
Subtotal	\$613,103		\$463,163		\$0		\$150,000
Environmental Direct State Costs	\$5,999	0%	\$0	0%	\$0	100%	\$5,999
Engineering Direct State Costs	\$5,999	0%	\$0	0%	\$0	100%	\$5,999
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs	\$34,084	0%	\$0	0%	\$0	100%	\$34,084
Subtotal	\$659,187		\$463,103		\$0		\$196,084
Indirect State Costs (5.51%)	\$2,304	0%	\$0	100%	\$2,304	0%	\$0
TOTAL	\$661,491		\$463,103		\$2,304		\$196,084

Initial payment by the Local Government to the State: \$ 12,000.00 .
Payment by the Local Government to the State before construction: \$ 34,084.00 .
Estimated total payment by the Local Government to the State \$ 46,084.00 .

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-355	AFA ID	Z00012405	CFDA No.	20.205
AFA CSJs	0902-90-355			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	37250		
Project Name	Basswood Blvd: Redding Dr to N Blue Mound Rd			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

RESOLUTION NO. 2025-21

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS

That the City Council authorizes an Advance Funding Agreement with the State of Texas for the construction of the Highway Safety Improvement Program. Grant Improvements to the North Side of Basswood Blvd from the intersection of Blue Mound Road to the intersection of Redding Dr. and including the intersection of Grand Central Parkway for a total estimated cost of \$661,491.00, with the City's share of the cost estimated to be \$46,084.00 plus any cost overruns. The mayor is authorized to execute all documents necessary to complete this transactions.

That it is hereby officially found and determined that the meeting at which this resolution is passed is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this ____ day of _____, 2025.

APPROVED:

Todd Flippo, Mayor

ATTEST:

Vicky Vega, City Secretary



City Council Memorandum

G. Action regarding an Individual Project Order (IPO) for Elkins Drive Pulverize Overlay--Randy Newsom, Director of Public Works

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Consent Agenda Item: 2G.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Kimley-Horn and associates will provide professional services for the Individual Project Order Project "Elkins Drive Pulverize and Overlay". The scope of work will consist of preparation of construction documents, pavement markings and signage, traffic control plans, sidewalks, specifications, as well as project management and coordination tasks for Elkins Drive Pulverize and Overlay. The Limits are from McLeroy Blvd and Kay Lane.

For detailed scope of work provided by Kimley-Horn, please see the IPO attached.

FINANCIAL IMPACT:

Total amount for professional services is \$49,000.00, and this amount will be paid out of the Street Maintenance Fund.

RECOMMENDATION:

Staff recommends approval.

Attachments

[IPO--Elkins Dr. Pulverize and Overlay.pdf](#)

INDIVIDUAL PROJECT ORDER NUMBER – Elkins Drive Pulverize and Overlay

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Saginaw, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2012, which is incorporated herein by reference.

Identification of Project: Elkins Drive Pulverize and Overlay

Project Understanding:

The Consultant understands that this work will consist of the preparation of construction documents for roadway, pavement markings and signage, traffic control plans, sidewalks, specifications, as well as project management and coordination tasks for Elkins Drive Pulverize and Overlay. The limits are from McLeroy Blvd to Kay Lane.

A detailed Scope of Services is provided below:

Specific Scope of Basic Services:

The Consultant will provide the services specifically set forth below.

Task 1 – Topographic Survey Services (Lump Sum)

1. The Consultant will collect topographic survey for 400 linear feet along Elkins Drive (from McLeroy Boulevard to Kay Lane). Survey will span from the entirety of the ROW along Elkins Drive.
2. The topographic survey will consist of existing curbs, gutters, side streets, driveways, landscaping and miscellaneous structures within the right-of-way along the route of the proposed sidewalk improvements.
3. Horizontal and vertical control points and benchmarks to be surveyed and/ or established.

Task 2 – Preliminary and Final Design (Lump Sum)

1. Project Management
 - a. Conduct up to 1 progress meeting per month to monitor the development of the project. It is anticipated the preliminary and final design duration will last six (6) months. During this phase of the project, the Consultant will conduct monthly progress meetings with the Client as needed.
 - b. Project Administration
 - Prepare project correspondence and invoicing documents.
 - c. Project site visits, up to one (1), to document existing conditions and evaluate constructability.
2. Roadway
 - a. The Consultant will prepare general plan sheets. The sheets will consist of:
 - Cover
 - General notes
 - Project control
 - Removals
 - Typical sections (existing and proposed)
 - Erosion Control
 - b. Prepare paving plan sheets (22"x34" plan sheets). The sheets will consist of:

1-7

Additional Services (as required and authorized):

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Design of internal storm drain improvements
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above
- Assist the Client as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the Client, required to address changed conditions or change in direction previously approved by the Client, mandated by changing governmental laws, or necessitated by the Client's acceptance of substitutions proposed by the contractor
- Additional bid packages

Schedule:

Work will begin upon receipt of Notice to Proceed from the Client and will be completed in a mutually agreed upon schedule.

Terms of compensation:

The Consultant will perform the following Basic Services for the total lump sum labor fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Basic Services:

Task 1 Topographic Survey Services	\$ 6,000
Task 2 Preliminary and Final Design	\$ 35,000
Task 3 Bidding and CCA	\$ 8,000
Total for Basic Services:	\$ 49,000

The Consultant will perform the services identified in the Lump Sum Tasks above for a total Lump Sum fee of \$49,000. Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

CITY OF SAGINAW, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Todd Flippo
Mayor

BY: Douglas Arnold
Douglas Arnold, P.E.
Contract Specialist

DATE: _____

DATE: 10/07/2025



City Council Memorandum

H. Action regarding the Purchase of a new Excavator and Trailer for the Drainage Department--Randy Newsom, Director of Public Works

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Consent Agenda Item: 2H.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The Environmental Department is seeking approval to move forward using the funds that have been allocated for the new excavator. The total purchase cost is \$210,735.90, which includes:

- Excavator: \$189,893.65 (John Deer)
- Trailer: \$20,842.25

Staff confirmed the vendor for the excavator is an approved Buyboard vendor. In accordance with the City purchasing policies, staff also obtained three competitive bids for the trailer.

- Texas Pride Trailers--\$20,842.25
- PJ Trailer--\$22,955.75
- BigTex Trailer World--\$40,757.80

FINANCIAL IMPACT:

Funds for this purchase are available and will be paid from Account 14-7000-000, in the amount of \$210, 735.90.

RECOMMENDATION:

Staff recommends council to approve the purchase of the John Deere Excavator and the Texas Pride Trailer.

Attachments

[Retail Purchase Order_638953486332135862.pdf](#)

[Texas Pride Trailers Order Form.pdf](#)



RDO Equipment Co.
5301 Mark IV Parkway
Fort Worth TX, 76131
Phone: (817) 232-8094 - Fax: (817) 847-0398

Purchase Order Date:	8/7/2025
Purchase Order #:	1929204
Purchaser Account #:	4640004

Customer Purchaser Type:	Governmental - City/Town/Village
Customer Market Use:	Road Building - Highways & Sts. Paving
Location of First Working Use:	SAGINAW, TX, 761790070
Dealer Account Number:	177417
Sales Professional:	Austin Walker
Phone:	1 (817) 566-1541
Fax:	
Email:	awalker@rdoequipment.com

[illegible]

Equipment Subtotal: \$195,593.65

Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
0332314	0 GRADALL XL3300	\$0.00	1	(\$5,700.00)
Total Trade in Value:				(\$5,700.00)
Trade Balance Owed:				\$0.00
Net Difference:				(\$5,700.00)

Purchase Order Totals

Balance:	\$189,893.65
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX CITY TAX:	\$0.00
TX SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$189,893.65
Cash with Order:	\$0.00
Balance Due:	\$189,893.65

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

For the AG Equipment

Purchase Agreement - I (We), the undersigned, hereby order from you the Equipment described above, to be delivered as shown above. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown above is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

For Deals with Trades - I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

Warranty - IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. The new equipment warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

ACKNOWLEDGEMENTS - I (We) promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished. I (We) hereby grant a security interest to RDO Equipment Co in the Equipment.

SIC Information - Please be advised that RDO has assigned its rights to sell agriculture rental equipment (as defined under SIC code #3523 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC, as part of IRC Sec. 1031 exchange.

Disclosure of Regulation Applicability - (CARB Disclaimer) - California Only: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants' CA Air Resource Board Regulation 2449(d)(3) As of June 15th, 2008 idling rental equipment must be limited to 5 minutes.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance. ± NOTICE: Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

Date Accepted

(Account Manager's Signature)

Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

(Customer's
Initials)

(Account
Manager's
Initials)

Extended Warranty Oil Sampling Acknowledgement:

(Customer's Initials)

(Account Manager's Initials)

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & Canada

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate
6. Additional Cleaning - Above Dealer Labor Rate
7. Rental Fees
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, or other accidents.
9. Premiums charged for Overtime Labor
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. Topping off fluids when fluid levels fall in the range between low and full
21. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
22. Attachments installed aftermarket – i.e., Winch not installed at factory.
23. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
24. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



Texas Pride Trailers Order Form



Sales Person **Baylen Mills** **Date** 10/2/25

Pick Up Location: MA: ☒ ST: ☐ TN: ☐ CA: ☐ MO: ☐ NC: ☐
HO: ☐ OR: ☐ TXA: ☐

Method of Payment: Cash: ☒ Bank Finance: ☐ Sheffield #

Customer Name/ Business Name: Doug Goff

POC & Number: 817.223.8428

Email Address: dgoff@saginawtx.org

Mailing Address:

Physical Address:

County: **EIN# or DL# & State Issued**

Options/Notes:

- 1 8½' x 30' + 5' (35' overall deck length) 30k Gooseneck Flatbed
- 2 Dual tandem 15,000 lb 8 lug Direct Lubed Greased Axles
- 3 New 17.5" ST215/75R17.5 16ply radial LRH tires
- 4 Front locking chain box with lid built into gooseneck
- 5 5' fold over deck level spring assisted ramps
- 6 Adjustable height 2 5/16" gooseneck ball
- 7 Dual 12,000 lb drop leg jacks (spring loaded)
- 8 All flush mount or recessed lifetime LED lighting
- 9 Torque Tube (prevents trailer twist)
- 10 Frame Bridging (prevents trailer bowing)
- 11 Upgrade to dual 12,000# hydraulic jacks
- 12 derate to 25990 GVWR

Cost: Tax

\$18,595.00	Y
	Y
	Y
	Y
	Y
	Y
	Y
	Y
	Y
	Y
\$1,800.00	Y
	Y

Sub Total

\$20,395.00

Tax Rate: 0.00%

Sales Tax

\$0.00

Stock Numbers: (separate with comma)

Registration

\$42.25

Doc Fee

TN Handling Fee

CA Tire

Token / Farm Tags

\$0.00

Transfer Fee

FET 12%

Shipping

\$405.00

Credit Card Convenience Fee

\$0.00

Deposit

\$0.00

Estimated Pickup Date:

Heard About Us? facebook

Total Sale: \$20,842.25

The balance due must be paid in Cashiers Check, or WIRE

Deposit is non refundable once steel is cut for trailer.

Delivery Miles 180

Cost Per Mile \$2.25



City Council Memorandum

**I. Action regarding the Purchase of a new Dump Truck for the Water Department-- Ronnie Martinez,
Superintendent of Water Utilities**

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Consent Agenda Item: 2I.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The Water/Wastewater department is seeking approval to move forward using the funds that have been allocated for the new dump truck. The total for this purchase comes out to \$133,873.66. Having the new dump truck will free up the one we currently share with other departments therefore reducing any work schedule conflicts.

Staff confirmed Bruckner Truck Sales is an approved vendor under HGAC's Cooperative Purchasing Program.

FINANCIAL IMPACT:

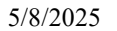
The financial impact for the purchase of a new dump truck is \$133, 873.66 and will be paid from 05-7000-50-00

RECOMMENDATION:

Staff recommends council to approve the purchase from Bruckner Truck Sales for a new Dump Truck.

Attachments

[City of Saginaw Order Out MD7 Dump HGAC Quote.pdf](#)



Delivery Date:	H. Total Purchase Price (E+F+G):	133873.66
-----------------------	---	-----------



City Council Memorandum

J. Action regarding the Purchase of a new Backhoe for the Water Department--Ronnie Martinez, Superintendent of Water Utilities

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Consent Agenda Item: 2J.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The Water/Wastewater department is seeking approval to move forward using the funds that have been allocated for the new backhoe. The total for this purchase comes to \$175,070.84. Having the new backhoe will free up the one we currently share with other departments therefore reducing any work schedule conflicts.

Staff confirmed that the vendor for the excavator is an approved Buyboard vendor. (John Deere)

FINANCIAL IMPACT:

The financial impact for a new backhoe is in the amount of \$175,070.84 and will be paid from 05-7000-50-00

RECOMMENDATION:

Staff recommends council to approve purchase the John Deere Backhoe.

Attachments

[backhoe quote \(1\).pdf](#)



RDO Equipment Co.
5301 Mark IV Parkway
Fort Worth TX, 76131
Phone: (817) 232-8094 - Fax: (817) 847-0398

Investment Proposal Date:	3/17/2025
Pricing Valid Until:	5/23/2025
Deal Number:	1878204
Customer Account#:	4640004
Sales Professional:	Austin Walker
Phone:	(817) 566-1541
Fax:	
Email:	awalker@rdoequipment.com

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2025 JOHN DEERE 410P 17E1T 410 P-Tier Backhoe Loader 0202 United States 0351 Translated Text Labels 0259 English 0606 Level 2 Cab 0652 Level 2 Performance Package 0952 Rear Camera System (with Secondary Display) 1210 Premium Package Radio 8030 Fire Extinguisher Bracket 8096 Premlum Mirrors - Exterior Rear View Mirrors (2) and Front View Mirror (1) 183N JDLINK™ 3009 Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential 4006 John Deere 4.5L - FT4/Stage IV 5250 Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front 6152 Single Battery with Disconnect and Jump Post 8226 LED 4-Corner Beacon Lights 6752 Extendible Dipperstick 6577 1250 lb. (567 kg.) Front Counterweight 7002 Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger) 7028 Pilot Controls, Two Lever, with Pattern Selection 7040 Three-Function Loader Hydraulics, Single Lever 7804 18 in. (457 mm.) Heavy-Duty Bucket, 4.9 cu. ft. (0.14 cu. m.) 7703 Deere Standard Quick Coupler - 37 in. Thumb Ready 7861 92 in. (2.35 m.) Multi-Purpose Bucket, 1.31 cu. yd (1.00 cu. m.) 8025 Thumb - 37 in. 4 Tine Customer Discount Sourcewell Discount #011723-JDC 41% Customer Discount RDO DISCOUNT Freight In FREIGHT TO STOR Freight Out FREIGHT TO CUSTOMER Prep / Reconditioning PDI PM Elite Final Tier 4 Cab - 0 - 1500 Hours Warranty ~John Deere Comprehensive-24 Months, 1500 Hours,Deductble: 200 Warranty ~John Deere Power Train & Hyd.-84 Months, 3000 Hours,Deductble: 0	\$271,449.00
			Item Subtotal:	\$175,070.84
			Equipment Subtotal:	\$175,070.84

Purchase Order Totals

Balance:	\$175,070.84
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX CITY TAX:	\$0.00
TX SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$175,070.84
Cash with Order:	\$0.00
Balance Due:	\$175,070.84



City Council Memorandum

B. Report on Vendor Search for Citywide 311 and Public Works Software -- Luisa Pina, PW Admin. Coordinator

Meeting	Agenda Group
Tuesday, November 4, 2025, 6:00 PM	Proclamations-Presentations Item: 3B.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

PW Admin. Coordinator, Luisa Pina, will provide a report on the current vendor options for the Citywide 311 and Public Works Software.



OFFICIAL BALLOT

ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS TARRANT APPRAISAL DISTRICT

The following are the candidates that were timely submitted by nominating resolutions for appointment to the two (2) voting positions on the Board, listed alphabetically by last name.

Please indicate your taxing unit's vote(s) by **entering the number of votes to the left of your candidate(s)** of choice.

VOTES FOR	Nominees
	Mr. Mike Alfred
	Ms. Wendy Burgess
	Mr. Eric Crile
	Ms. Sayeda Syed

The Tarrant Appraisal District has been informed that on October 6, 2025, the City of Burleson City Council rescinded its original resolution CSO#5926-09-2026 nominating Gary Losada.

IMPORTANT: This ballot must be returned to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by email to jwooddell@tad.org. Because the deadline occurs on a day that TAD is closed this year, statute permits receipt through 11:59pm on Monday, December 15th.

*Please **attach this ballot to the resolution** passed by your taxing unit authorizing this vote.*

TARRANT APPRAISAL DISTRICT
2025 Calculation of Taxing Entity Votes for Board of Directors
Per Section 6.03(d) of Texas Property Tax Code

	2024 TAXES IMPOSED	% OF TOTAL	>5% (k-1) applies 2025 VOTES
School Districts:			
Aledo ISD	6126463	0.11328%	2
Arlington ISD	432839540	8.00323%	160
Azle ISD	26436994	0.48882%	10
Birdville ISD	196630214	3.63570%	73
Burleson ISD	28531420	0.52755%	11
Carroll ISD	123686643	2.28697%	46
Castleberry ISD	17543731	0.32438%	6
Crowley ISD	139472009	2.57884%	52
Eagle Mountain/Saginaw ISD	200310529	3.70375%	74
Everman ISD	29178439	0.53951%	11
Fort Worth ISD	583909030	10.79651%	216
Godley ISD	1119999	0.02071%	0
Grapevine/Colleyville ISD	190275160	3.51820%	70
Hurst/Euless/Bedford ISD	193061065	3.56971%	71
Keller ISD	276036392	5.10393%	102
Kennedale ISD	23865026	0.44127%	9
Lake Worth ISD	21461580	0.39683%	8
Lewisville ISD	6469998	0.11963%	2
Mansfield ISD	221987044	4.10455%	82
Northwest ISD	164866630	3.04839%	61
White Settlement ISD	40922663	0.75666%	15
Total Schools	\$ 2,924,730,569	54.07842%	1082
Cities:			
City of Arlington	246068948	4.54983%	91
City of Azle	8595369	0.15893%	3
City of Bedford	30322513	0.56066%	11
City of Benbrook	18450519	0.34115%	7
City of Blue Mound	1863872	0.03446%	1
City of Burleson	6986138	0.12917%	3
City of Colleyville	20620649	0.38128%	8
City of Crowley	12202751	0.22563%	5
City of Dalworthington Gardens	2797080	0.05172%	1
Edgecliff Village	1451998	0.02685%	1
City of Euless	31823615	0.58842%	12
City of Everman	3878754	0.07172%	1
City of Flower Mound	2244826	0.04151%	1
City of Forest Hill	7568425	0.13994%	3

City of Fort Worth	760923076	14.06951%	281
City of Grand Prairie	72315296	1.33711%	27
City of Grapevine	31213824	0.57715%	12
City of Haltom City	24449399	0.45207%	9
City of Haslet	6284992	0.11621%	2
City of Hurst	24935531	0.46106%	9
City of Keller	24481253	0.45266%	9
City of Kennedale	8884810	0.16428%	3
Town of Lakeside	1278647	0.02364%	0
City of Lake Worth	3794694	0.07016%	1
City of Mansfield	63991986	1.18322%	24
City of Newark	254	0.00000%	0
City of N. Richland Hills	42477295	0.78541%	16
Town of Pantego	2597531	0.04803%	1
City of Pelican Bay	1026616	0.01898%	0
City of Reno	82455	0.00152%	0
City of Richland Hills	5008753	0.09261%	2
City of River Oaks	3877147	0.07169%	1
City of Roanoke	502308	0.00929%	0
City of Saginaw	15691549	0.29014%	6
City of Sansom Park	2682328	0.04960%	1
City of Southlake	35489177	0.65620%	13
Town of Trophy Club	651841	0.01205%	0
City of Watauga	12215503	0.22587%	5
Town of Westlake	4159429	0.07691%	2
City of Westover Hills	3418374	0.06321%	1
Westworth Village	2506916	0.04635%	1
City of White Settlement	10685449	0.19757%	4
Total Cities	\$ 1,560,501,888	28.85376%	577
Other:			
Conservation/ Reclam. Districts*	46255126	0.85526%	17
Tarrant County	535101103	9.89405%	198
Tarrant County College	341725112	6.31851%	126
Total Other	\$ 923,081,341	17.06782%	341
Total All	\$ 5,408,313,798.28	100%	2000

***Breakdown of Conservation/**

Reclamation Districts:

Far North Fort Worth MUD	\$ 2,752,408	5.95049%	1
Karis MMD	\$ 158,009	0.34160%	0
Live Oak Creek MUD	\$ 2,342,816	5.06499%	1
Tarrant Regional Water District	\$ 31,322,671	67.71719%	12
Trophy Club MUD	\$ 459,601	0.99362%	0
Viridian MMD	\$ 9,219,620	19.93211%	3
	\$ 46,255,126	100%	17

TARRANT APPRAISAL DISTRICT

Calculation of Taxing Entity Votes for Appointment to Board of Directors

Per Section 6.03(d) of Texas Property Tax Code

School Districts:	Votes
Aledo ISD	2
Arlington ISD	160
Azle ISD	10
Birdville ISD	73
Burleson ISD	11
Carroll ISD	46
Castleberry ISD	6
Crowley ISD	52
Eagle Mountain/Saginaw ISD	74
Everman ISD	11
Fort Worth ISD	216
Godley ISD	0
Grapevine/Colleyville ISD	70
Hurst/Euless/Bedford ISD	71
Keller ISD	102
Kennedale ISD	9
Lake Worth ISD	8
Lewisville ISD	2
Mansfield ISD	82
Northwest ISD	61
White Settlement ISD	15
Total Schools	1,082
Cities:	
City of Arlington	91
City of Azle	3
City of Bedford	11
City of Benbrook	7
City of Blue Mound	1
City of Burleson	3
City of Colleyville	8
City of Crowley	5
City of Dalworthington Gardens	1
Edgecliff Village	1
City of Euless	12
City of Everman	1
City of Flower Mound	1
City of Forest Hill	3
City of Fort Worth	281

City of Grand Prairie	27
City of Grapevine	12
City of Haltom City	9
City of Haslet	2
City of Hurst	9
City of Keller	9
City of Kennedale	3
Town of Lakeside	0
City of Lake Worth	1
City of Mansfield	24
City of Newark	0
City of N. Richland Hills	16
Town of Pantego	1
City of Pelican Bay	0
City of Reno	0
City of Richland Hills	2
City of River Oaks	1
City of Roanoke	0
City of Saginaw	6
City of Sansom Park	1
City of Southlake	13
Town of Trophy Club	0
City of Watauga	5
Town of Westlake	2
City of Westover Hills	1
Westworth Village	1
City of White Settlement	4

Total Cities	577
--------------	-----

Other:

Tarrant County Conservation/Reclamation*	17
Tarrant County	198
Tarrant County College	126

Total Other	341
-------------	-----

Total All	2,000
-----------	-------

*Breakdown of Conservation/Reclamation Districts:

Far North Fort Worth MUD (1)
Karis MMD (0)
Live Oak Creek MUD (1)
Tarrant Regional Water District (12)
Trophy Club MUD (0)
Viridian MMD (3)

**Michael S.
Alfred**
Attorney

malfred@verislaw.net
214.402.7719



BACKGROUND:

Lived in Tarrant County since 2003, residing in Fort Worth and Arlington for over 10 years, and then living in Colleyville since 2016. Born in Borger, Texas and is a Fifth Generation Texan. Scholarship baseball player at Blinn Junior College in Brenham, Texas from 1990-91. Graduated from University of Texas at Austin in 1995.

PROFESSIONAL EXPERIENCE & QUALIFICATIONS:

Graduated cum laude from Southern Methodist University School of Law in 2000. Law clerk from 2000-2001 for the Honorable John H. McBryde, United States District Court, Northern District of Texas, Fort Worth Division.

From 2001 to 2004, was an associate attorney in Dallas office for Thompson & Knight, LLP. From 2004 to 2019, was an associate and then partner for Hallett & Perrin, PC, specializing in large, complex business cases. In January 2023, started his own law firm, VerisLaw, PLLC, which has offices in Colleyville and Austin, Texas.

Texas Super Lawyer Since 2020. In 2011, was a Texas Super Lawyers – Rising Star. Designated by Martindale-Hubbel as BV Distinguished and Peer Review Rated for having the highest ethical standards.

COMMUNITY INVOLVEMENT:

Tarrant Appraisal District Board Member – 2024-2025

Board Member for Tarrant County Bar Association, Construction Division 2025
Attends both Legacy Church of Christ in North Richland Hills and The Hills Church in Keller, Texas. Actively involved with youth sports in Colleyville since

2017. Was a candidate in the May 2024 election for Place 2 on the Board of Trustees for the Grapevine Colleyville Independent School District.

ACKNOWLEDGMENT OF DUTIES OF MEMBER OF TARRANT APPRAISAL DISTRICT (TAD) BOARD OF DIRECTORS (BOD)

According to Texas Property Tax Code Section 6.0302, an individual may not be appointed to an appointive position on the board of directors and may not file an application for a place on the ballot for an elective position on the board of directors of an appraisal district unless the individual has signed and submitted this acknowledgement to the Chief Appraiser.

I hereby acknowledge that I have read and understand the duties of a member of the board of directors of an appraisal district. I understand that the statutory responsibilities include:

- (1) establishing the appraisal district office;
- (2) hiring a chief appraiser;
- (3) adopting the appraisal district's annual operating budget after filing notice and holding a public hearing;
- (4) adopting a new budget if voting taxing units disapprove of the initial budget;
- (5) determining whether to remove members of the appraisal review board if the board of directors of the appraisal district is the appointing authority and potential grounds for removal arise;
- (6) notifying voting taxing units of any vacancy in an appointive position on the board and electing a replacement from submitted nominees;
- (7) appointing a person to fill a vacancy in an elective position on the board;
- (8) electing a chairman and a secretary of the board at the first meeting each year;
- (9) holding board meetings at least quarterly;
- (10) developing and implementing policies regarding reasonable access to the board;
- (11) preparing information describing the board's functions and complaint procedures and making that information available to the public and to participating taxing units;
- (12) notifying parties to a complaint filed with the board of the status of the complaint, unless otherwise provided;
- (13) in populous counties, appointing a taxpayer liaison officer and deputy taxpayer liaison officers;
- (14) annually evaluating the performance of the taxpayer liaison officer and any deputy taxpayer liaison officers, including reviewing the timeliness of complaint resolution;
- (15) referring matters investigated by a taxpayer liaison officer relating to the appraisal review board's conduct to the local administrative district judge with a recommendation;

- (16) developing a biennial written plan for the periodic reappraisal of all property in the appraisal district, filing notice and holding a public hearing on the plan, approving the plan, and distributing copies of the plan to participating taxing units and the comptroller;
- (17) making agreements with newly formed taxing units on an estimated budget allocation for that taxing unit;
- (18) having an annual financial audit prepared by an independent certified public accountant, delivering a copy of the audit to each voting taxing unit, and making the audit available for inspection at the appraisal district office;
- (19) designating the appraisal district depository biennially;
- (20) receiving resolutions from voting taxing units disapproving of board actions;
- (21) adhering to Local Government Code requirements for purchasing and entering into contracts;
- (22) providing advice and consent to the chief appraiser concerning the appointment of an agricultural appraisal advisory board and determining the number of members of that advisory board;
- (23) adhering to laws concerning the preservation, microfilming, destruction, or other disposition of records; and
- (24) adopting and implementing a policy for the temporary replacement of a member of an appraisal review board who violates ex-parte communication requirements.

“Furthermore, I recognize that the board does not appraise property or review the value of individual properties. I acknowledge that tax rates and tax burdens are determined by applicable taxing jurisdictions, not the appraisal district board of directors.”

[Redacted]

Board of Director Candidate/Nominee

[Redacted]

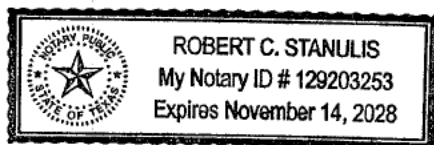
Printed Name of Board Candidate/Nominee

[Redacted]

Notary Signature

[Redacted]

Printed Name of Notary





Wendy Burgess – Executive Bio

Wendy Burgess is a transformational executive leader with over 25 years of progressive experience spanning public service, private enterprise, and information technology. She is currently serving as a consultant for an Executive Services Company, performing an audit for an appraisal district in the region. She most recently served as the elected Tax Assessor-Collector for Tarrant County, Texas, overseeing \$6.5 billion in annual collections and leading a staff of 215 across eight offices. Wendy has also built and sold successful businesses, including a multi-location auto repair enterprise and an IT and government services company with \$15M in revenue. With deep expertise in fiscal management, public trust leadership, and strategic innovation, Wendy brings a unique blend of operational excellence and

visionary thinking. She is almost complete with her Master's in Organizational Leadership and is actively pursuing executive roles in government, civic tech, and mission-driven enterprises.

Career Highlights

Board Member

Term: 1/1/19- 12/31/25

- 7-year member of Tarrant Appraisal District Board of Directors, 6 years as ex officio member as Tarrant Tax Assessor-Collector. In 2024, I was proudly nominated and elected to the Board by the taxing entities for a term that runs until December 31, 2025. I hope to serve the municipalities, school districts, hospital districts, special districts, and water districts as the subject matter expert in this field.
- Elected Tax Assessor-Collector, Tarrant County, TX – Oversaw \$6.5B in collections on behalf of 86 entities, led 215 staff, implemented technology reforms to benefit the entities, and managed \$19M budget.
- Co-Owner & Managing Partner, Innovative Services & Solutions – Scaled IT firm to \$15 M+ revenue, held Top Secret Clearance, led all operations.
- City Council Member, Mansfield, TX – Two-term public servant, achieved AAA bond rating, and chaired strategic planning committees.
- Entrepreneur – Founded, built, and sold a successful auto repair business focused on customer service and community leadership.

Core Competencies

- Strategic Leadership & Vision
- Government Relations & Public Finance
- Organizational Transformation
- Civic Engagement & Legislative Affairs
- Revenue Optimization & Risk Oversight
- Technology Integration & Innovation
- Entrepreneurship & Business Operations
- Team Building & Talent Development

Education

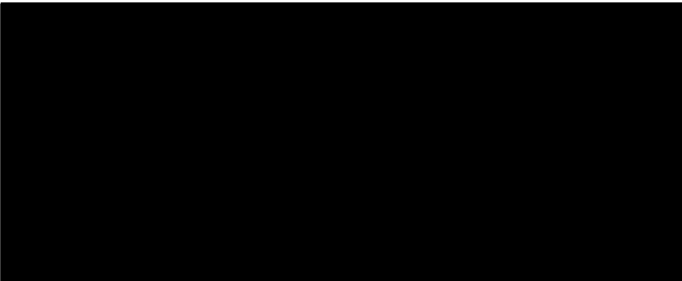
- Master of Organizational Leadership (Expected Completion Fall 2025), University of Maine at Presque Isle
- Bachelor of Liberal Studies (B.L.S.), Summa Cum Laude
- Triple Minor: Management, Business Administration, Project Management, University of Maine at Presque Isle
- Associate of Arts (A.A.), Tarrant County College

ACKNOWLEDGMENT OF DUTIES OF MEMBER OF APPRAISAL DISTRICT BOARD OF DIRECTORS

"I hereby acknowledge that I have read and understand the duties of a member of the board of directors of an appraisal district. I understand that the statutory responsibilities include:

- "(1) establishing the appraisal district office;
- "(2) hiring a chief appraiser;
- "(3) adopting the appraisal district's annual operating budget after filing notice and holding a public hearing;
- "(4) adopting a new budget if voting taxing units disapprove of the initial budget;
- "(5) determining whether to remove members of the appraisal review board if the board of directors of the appraisal district is the appointing authority and potential grounds for removal arise;
- "(6) notifying voting taxing units of any vacancy in an appointive position on the board and electing a replacement from submitted nominees;
- "(7) appointing a person to fill a vacancy in an elective position on the board;
- "(8) electing a chairman and a secretary of the board at the first meeting each year;
- "(9) holding board meetings at least quarterly;
- "(10) developing and implementing policies regarding reasonable access to the board;
- "(11) preparing information describing the board's functions and complaint procedures and making that information available to the public and to participating taxing units;
- "(12) notifying parties to a complaint filed with the board of the status of the complaint, unless otherwise provided;
- "(13) in populous counties, appointing a taxpayer liaison officer and deputy taxpayer liaison officers;
- "(14) annually evaluating the performance of the taxpayer liaison officer and any deputy taxpayer liaison officers, including reviewing the timeliness of complaint resolution;
- "(15) referring matters investigated by a taxpayer liaison officer relating to the appraisal review board's conduct to the local administrative district judge with a recommendation;
- "(16) developing a biennial written plan for the periodic reappraisal of all property in the appraisal district, filing notice and holding a public hearing on the plan, approving the plan, and distributing copies of the plan to participating taxing units and the comptroller;
- "(17) making agreements with newly formed taxing units on an estimated budget allocation for that taxing unit;
- "(18) having an annual financial audit prepared by an independent certified public accountant, delivering a copy of the audit to each voting taxing unit, and making the audit available for inspection at the appraisal district office;
- "(19) designating the appraisal district depository biennially;
- "(20) receiving resolutions from voting taxing units disapproving of board actions;
- "(21) adhering to Local Government Code requirements for purchasing and entering into contracts;
- "(22) providing advice and consent to the chief appraiser concerning the appointment of an agricultural appraisal advisory board and determining the number of members of that advisory board;
- "(23) adhering to laws concerning the preservation, microfilming, destruction, or other disposition of records; and
- "(24) adopting and implementing a policy for the temporary replacement of a member of an appraisal review board who violates ex parte communication requirements.

"Furthermore, I recognize that the board does not appraise property or review the value of individual properties. I acknowledge that tax rates and tax burdens are determined by applicable taxing jurisdictions, not the appraisal district board of directors."



ERIC CRILE



EXPERIENCE

DRIVER ENGINEER-PARAMEDIC, DALLAS FIRE RESCUE, CITY OF DALLAS 2007-PRESENT

Provide the citizens of Dallas with emergency medicine and emergency response for calls placed to 911. Fast acting and decisive decision making in emergency situations. Adaptable to changing conditions as they arise. Teamwork required to troubleshoot and resolve issues.

SUPERVISOR, BROWARD COUNTY SUPPORT ENFORCEMENT DIVISION. 2005-2007

Responsible for supervision of staff of 5. Four case analysts and administrative assistant responsible for overseeing a caseload of approx. 500 child support cases from inception to court ordered enforcement. Development of policies to achieve stated collection goals. Communication amongst various departments to ensure success. Responsible for development of department wide communications to external stakeholders to continue operational success.

ADMINISTRATOR III, MIAMI-DADE STATE ATTORNEY'S OFFICE. 2002-2005

Employment began as entry level Case Analyst progressively gaining responsibility and promoting to mid-level management of the Child Support Enforcement Division. Responsibilities included personnel evaluation of 5-unit supervisors overseeing a staff of approximately 80 employees. Subject matter expert of the division at state level meetings for software development of statewide system for intake and enforcement activities. Development of in office payment system to meet collection goals.

EDUCATION

BACHELOR OF ARTS, UNIVERSITY OF PITTSBURGH-GREENSBURG

Major: Administration of Justice. Graduation April 2000

EMERGENCY MEDICINE, EL CENTRO-DALLAS COUNTY COMMUNITY COLLEGE

Course work: Emergency Medicine leading to Paramedic License in the State of Texas. 2008

COMMUNITY INVOLVEMENT

THE PARKS AT WILLOW RIDGE HOMEOWNERS' ASSOCIATION.

2022-2024, 2025-PRESENT

Board member served in role of Treasurer and President. Re-elected after a year away to focus on family

FORT WORTH CRIME CONTROL AND PREVENTION DISTRICT- EMERGING PARTNERS.

2023-PRESENT

Appointed position to advisory board to Fort Worth City Council. Evaluate effective crime reduction strategies from strategic partners and award city dollars from a limited pool of available funds.

ACKNOWLEDGMENT OF DUTIES OF MEMBER OF TARRANT APPRAISAL DISTRICT (TAD) BOARD OF DIRECTORS (BOD)

According to Texas Property Tax Code Section 6.0302, an individual may not be appointed to an appointive position on the board of directors and may not file an application for a place on the ballot for an elective position on the board of directors of an appraisal district unless the individual has signed and submitted this acknowledgement to the Chief Appraiser.

I hereby acknowledge that I have read and understand the duties of a member of the board of directors of an appraisal district. I understand that the statutory responsibilities include:

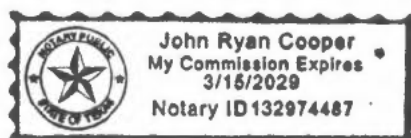
- (1) establishing the appraisal district office;
- (2) hiring a chief appraiser;
- (3) adopting the appraisal district's annual operating budget after filing notice and holding a public hearing;
- (4) adopting a new budget if voting taxing units disapprove of the initial budget;
- (5) determining whether to remove members of the appraisal review board if the board of directors of the appraisal district is the appointing authority and potential grounds for removal arise;
- (6) notifying voting taxing units of any vacancy in an appointive position on the board and electing a replacement from submitted nominees;
- (7) appointing a person to fill a vacancy in an elective position on the board;
- (8) electing a chairman and a secretary of the board at the first meeting each year;
- (9) holding board meetings at least quarterly;
- (10) developing and implementing policies regarding reasonable access to the board;
- (11) preparing information describing the board's functions and complaint procedures and making that information available to the public and to participating taxing units;
- (12) notifying parties to a complaint filed with the board of the status of the complaint, unless otherwise provided;
- (13) in populous counties, appointing a taxpayer liaison officer and deputy taxpayer liaison officers;
- (14) annually evaluating the performance of the taxpayer liaison officer and any deputy taxpayer liaison officers, including reviewing the timeliness of complaint resolution;
- (15) referring matters investigated by a taxpayer liaison officer relating to the appraisal review board's conduct to the local administrative district judge with a recommendation;

- (16) developing a biennial written plan for the periodic reappraisal of all property in the appraisal district, filing notice and holding a public hearing on the plan, approving the plan, and distributing copies of the plan to participating taxing units and the comptroller;
- (17) making agreements with newly formed taxing units on an estimated budget allocation for that taxing unit;
- (18) having an annual financial audit prepared by an independent certified public accountant, delivering a copy of the audit to each voting taxing unit, and making the audit available for inspection at the appraisal district office;
- (19) designating the appraisal district depository biennially;
- (20) receiving resolutions from voting taxing units disapproving of board actions;
- (21) adhering to Local Government Code requirements for purchasing and entering into contracts;
- (22) providing advice and consent to the chief appraiser concerning the appointment of an agricultural appraisal advisory board and determining the number of members of that advisory board;
- (23) adhering to laws concerning the preservation, microfilming, destruction, or other disposition of records; and
- (24) adopting and implementing a policy for the temporary replacement of a member of an appraisal review board who violates ex-parte communication requirements.

"Furthermore, I recognize that the board does not appraise property or review the value of individual properties. I acknowledge that tax rates and tax burdens are determined by applicable taxing jurisdictions, not the appraisal district board of directors."

Board of Director Candidate/Nominee

Printed Name of Board Candidate/Nominee



Notary Signature

Printed Name of Notary

Sayeda Bilqees Syed

Colleyville TX

Cell: (817) 913-0474
E-mail: syed4tad@gmail.com

Experience:

- **Tarrant County Appraisal Review Board (TARB)**, Member (January 2019 – March 2021). Served as a full board member, conduct protest hearing between Tarrant Appraisal District (TAD) and property owners including residential, commercial and business personal property and Mineral accounts.
- **Flood Control Engineer**, Trinity Watershed Management, City of Dallas.
- **Executive Engineer**, Progressive Manufacturing Department, Hino Motors Limited, Pakistan.
- **Program Engineer**, Army vehicle project for United Nations.
- **Lecturer, Visiting Faculty Member**, Mechanical and Manufacturing Engineering Department, N.E.D. UET.

Education:

- **ME, Mechanical Engineering** (Specialization in Manufacturing Engineering); (2005) N.E.D. University of Engineering & Technology.
- **BE, Mechanical Engineering** (2002) N.E.D. University of Engineering & Technology.

Residence:

- Colleyville, TX 2013 ~ Present
- Fort Worth, TX 2009 ~ 2013
- Bedford, TX 2007 ~ 2009

Professional Association:

- Member, American Society of Mechanical Engineers (ASME), West Texas Division, since 2012.
- Member, Society of American Engineers (SAE) International, Since 2012.

Colleyville Community Volunteer Experience:

- Planning & Zoning Commission / Capital Improvement Advisory Committee (Sept 2019 ~ Present).
- Metroport Teen Court Advisory Board (Nov 2017 ~ Present).
- Architectural Review Commission (Feb 2018 ~ Nov 2020, Commission dissolved by Colleyville City Council)
- Zoning Board of Adjustment / Sign Board of Appeals (Oct 2018 ~ Oct 2019).

Personal Information:

Born in Pakistan, migrated to United States in 2007 and proudly became US Citizen in 2011. My husband of 18 years, New York native Dr. Adnan Syed, who is a Clinical Pharmacist, he moved to Texas in 2005. Our two children, 11 years old Son Senan Syed and 9 years old daughter Safa Syed are enrolled in Grapevine Colleyville ISD.

ACKNOWLEDGMENT OF DUTIES OF MEMBER OF TARRANT APPRAISAL DISTRICT (TAD) BOARD OF DIRECTORS (BOD)

According to Texas Property Tax Code Section 6.0302, an individual may not be appointed to an appointive position on the board of directors and may not file an application for a place on the ballot for an elective position on the board of directors of an appraisal district unless the individual has signed and submitted this acknowledgement to the Chief Appraiser.

I hereby acknowledge that I have read and understand the duties of a member of the board of directors of an appraisal district. I understand that the statutory responsibilities include:

- (1) establishing the appraisal district office;
- (2) hiring a chief appraiser;
- (3) adopting the appraisal district's annual operating budget after filing notice and holding a public hearing;
- (4) adopting a new budget if voting taxing units disapprove of the initial budget;
- (5) determining whether to remove members of the appraisal review board if the board of directors of the appraisal district is the appointing authority and potential grounds for removal arise;
- (6) notifying voting taxing units of any vacancy in an appointive position on the board and electing a replacement from submitted nominees;
- (7) appointing a person to fill a vacancy in an elective position on the board;
- (8) electing a chairman and a secretary of the board at the first meeting each year;
- (9) holding board meetings at least quarterly;
- (10) developing and implementing policies regarding reasonable access to the board;
- (11) preparing information describing the board's functions and complaint procedures and making that information available to the public and to participating taxing units;
- (12) notifying parties to a complaint filed with the board of the status of the complaint, unless otherwise provided;
- (13) in populous counties, appointing a taxpayer liaison officer and deputy taxpayer liaison officers;
- (14) annually evaluating the performance of the taxpayer liaison officer and any deputy taxpayer liaison officers, including reviewing the timeliness of complaint resolution;
- (15) referring matters investigated by a taxpayer liaison officer relating to the appraisal review board's conduct to the local administrative district judge with a recommendation;

- (16) developing a biennial written plan for the periodic reappraisal of all property in the appraisal district, filing notice and holding a public hearing on the plan, approving the plan, and distributing copies of the plan to participating taxing units and the comptroller;
- (17) making agreements with newly formed taxing units on an estimated budget allocation for that taxing unit;
- (18) having an annual financial audit prepared by an independent certified public accountant, delivering a copy of the audit to each voting taxing unit, and making the audit available for inspection at the appraisal district office;
- (19) designating the appraisal district depository biennially;
- (20) receiving resolutions from voting taxing units disapproving of board actions;
- (21) adhering to Local Government Code requirements for purchasing and entering into contracts;
- (22) providing advice and consent to the chief appraiser concerning the appointment of an agricultural appraisal advisory board and determining the number of members of that advisory board;
- (23) adhering to laws concerning the preservation, microfilming, destruction, or other disposition of records; and
- (24) adopting and implementing a policy for the temporary replacement of a member of an appraisal review board who violates ex-parte communication requirements.

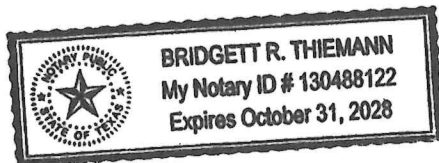
"Furthermore, I recognize that the board does not appraise property or review the value of individual properties. I acknowledge that tax rates and tax burdens are determined by applicable taxing jurisdictions, not the appraisal district board of directors."

Bilqees

Board of Director Candidate/Nominee

Sayed Bilqees Syed

Printed Name of Board Candidate/Nominee



Bridgett Renee Thiemann

Notary Signature

Bridgett Renee Thiemann

Printed Name of Notary

City of Saginaw
Resolution No. 2025-19

**A resolution authorizing the casting of the City of Saginaw's allocated votes
for appointment on the Tarrant Appraisal District Board of Directors**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS:

- I. That the Mayor of the City of Saginaw is hereby authorized, on behalf of the City Council of the City of Saginaw, to cast the City of Saginaw's allocated six (6) votes on the official ballot for the election of members to the Tarrant Appraisal District's Board of Directors.
- II. A substantial copy of the official ballot is attached hereto and incorporated herein for all intents and purposes.
- III. Further, the City Secretary is hereby directed to forward a certified copy of this resolution to Mr. Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, 2500 Handley-Ederville Road, Fort Worth, Texas 76118 or by email at jwooddell@tad.org.

PRESENTED AND PASSED on this the _____ day of _____, 2025,
by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the
City of Saginaw, Texas.

Todd Flippo, Mayor

ATTEST:

Vicky Vega, City Secretary