



**Regular Meeting Agenda  
City Council  
Council Chambers  
4403 State Highway 3  
Dickinson, TX 77539**

**The presiding member and a quorum of the City Council  
will be present at the physical location shown above.  
Tuesday, March 24, 2026 at 7:00 PM**

**1. CALL TO ORDER AND CERTIFICATION OF A QUORUM**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

**3. ANNOUNCEMENTS AND PRESENTATIONS**

Announcements concerning items of community interest. No action will be taken or discussed. Councilmember comments regarding items of community interest in accordance with Texas Government Code section 551.0415.

**3.A** Council Comments

**3.B** City Manager Update

**3.C** Department Head Status Report

**3.D** Proclamation recognizing April 2026 as Sexual Assault Awareness Month

**4. PUBLIC COMMENTS**

Members of the public are invited to give comments at this time, lasting not longer than 3 minutes. Comments may be general in nature or may address a specific agenda item, and should be directed at the entire Council, not individual members of Council or staff. Any speaker making personal attacks or using vulgar or profane language shall forfeit his/her remaining time and shall be seated. In compliance with the Texas Open Meetings Act, The City Council may not deliberate.

**5. CONSENT AGENDA**

The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests, in which event the item will be removed from the consent agenda and discussed after the consent agenda.

**5.A** Consideration and possible action to approve the Minutes from City Council's Regular Meeting held on March 10th, 2026.

**5.B** Consideration and possible action to approve the appointment of appointment of Amber Phillips as the Fire Marshal for the City of Dickinson.

**6. OLD BUSINESS**

**6.A** Discussion and possible action to rescind the previously approved acceptance of the Safe Routes to School (SRTS) program award.

**7. NEW BUSINESS**

**8. EXECUTIVE (CLOSED) SESSION(S)**

**8.A** Texas Government Code Section 551.071 – Consultation with Attorney  
Consultation with Attorney regarding pending litigation, to wit: Branch Construction v. City of Dickinson.

**9. ACTION ITEMS FROM EXECUTIVE (CLOSED) SESSION(S)**

**9.A** Texas Government Code Section 551.071 – Consultation with Attorney  
Consideration and possible action regarding pending litigation, to wit: Branch Construction v. City of Dickinson.

**10. FUTURE AGENDA ITEMS**

**11. ADJOURNMENT**

**CERTIFICATE OF NOTICE**

**This is to certify that the above Notice of Meeting was posted on the bulletin board of City Hall of the City of Dickinson, Texas, on or before the 18th day of March, 2026 at 5:00 P.M. as well as the City's public internet webpage, [www.dickinsontexas.gov](http://www.dickinsontexas.gov) and was posted in accordance with the Texas Open Meetings Act, Chapter 551, Government Code.**

**The City Council of the City of Dickinson, Texas reserves the right to meet in closed session on any of the items listed above should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code: 551.071 Consultations with Attorney, 551.072 Deliberations about Real Property, 551.073 Deliberations about Gifts and Donations, 551.074 Personnel Matters, 551.076 Deliberations about Security Devices, and 551.087 Deliberations Regarding Economic Development Negotiations.**

*Claude Oliver*

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Claude Oliver, City Secretary



NOTE: In compliance with the Americans with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. Requests for special accommodations or interpretive services must be made at least 48 hours prior to this meeting. Please contact the City Secretary's Office at 281-337-6217 or by email at [agenda@dickinsontexas.gov](mailto:agenda@dickinsontexas.gov).

**Dickinson City Council  
Agenda Item Data Sheet  
3.A**

**MEETING DATE:** March 24, 2026

<b>TOPIC:</b>	Council Comments
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Claude Oliver	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**Dickinson City Council  
Agenda Item Data Sheet  
3.B**

**MEETING DATE:** March 24, 2026

<b>TOPIC:</b>	City Manager Update
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Claude Oliver	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**Dickinson City Council  
Agenda Item Data Sheet  
3.C**

**MEETING DATE:** March 24, 2026

<b>TOPIC:</b>	Department Head Status Report
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Claude Oliver	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**Dickinson City Council  
Agenda Item Data Sheet  
3.D**

**MEETING DATE:** March 24, 2026

<b>TOPIC:</b>	Proclamation recognizing April 2026 as Sexual Assault Awareness Month
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Claude Oliver	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**Dickinson City Council  
Agenda Item Data Sheet  
5.A**

**MEETING DATE:** March 24, 2026

<b>TOPIC:</b>	Consideration and possible action to approve the Minutes from City Council's Regular Meeting held on March 10th, 2026.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>	• <a href="#">city-council_minutes_3.10.26.pdf</a>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Claude Oliver	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**MINUTES**  
City of Dickinson  
**CITY COUNCIL**  
**CITY COUNCIL REGULAR MEETING**

**March 10, 2026**

The Dickinson City Council met in a duly called and announced on **Tuesday, March 10, 2026**, at **7:00 PM**. Council Chambers 4403 State Highway 3 Dickinson, TX 77539 The presiding member and a quorum of the City Council were present at the physical location shown above. The meeting was held for the purpose of considering the following items:

**ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM**

Councilmembers present were as follows: Travis Magliolo, Mark Townsend, Bill Schick, Scott E Shrader, Kevin D Edmonds, Johnnie Simpson.

**ITEM 2.) INVOCATION AND PLEDGE OF ALLEGIANCE**

The invocation was provided by Councilmember Shrader, followed by the Pledge of Allegiance led by Mayor Magliolo.

**ITEM 3.) ANNOUNCEMENTS AND PRESENTATIONS**

Announcements concerning items of community interest. No action will be taken or discussed. Councilmember comments regarding items of community interest in accordance with Texas Government Code section 551.0415.

3.A Council Comments

Councilmember Edmonds thanked attendees and reported that the Court of Appeals ruled in favor of the City regarding its Short-Term Rental ordinance, confirming its constitutionality and enforceability. He thanked Legal Counsel for their work.

Councilmember Schick announced the upcoming Italian Festival, attendance at EDC, DMD, and BayTran meetings, and reminded residents of the KC Fish Fry and the March 28 Trash Bash.

Councilmembers Shrader, Townsend, and Simpson (Arrived at 7:02PM) welcomed attendees and thanked public safety personnel.

Mayor Magliolo read an announcement from VFW Post 6378 inviting the public to its 80th Anniversary event on March 17, 2026.

3.B City Manager Update

City Manager Chaise Cary provided administrative, infrastructure, and project updates including:

- Italian Festival at City Hall on Saturday(3-14-2026).

- Galveston County Mayor & Council Dinner hosted in Dickinson.
- Substandard structure hearing for Harbor Playhouse; repair estimated over \$1 million.
- Jack in the Box renovation following demolition proceedings.
- Updates on Lago Mar East development access requests and City's rejection of tie-ins to Hughes Road.
- Depot repairs funded by the DMD.
- Detailed updates on the Hughes Road Drainage Project, Moore's Addition Drainage Project, HSIP sidewalks on California Avenue, Emergency Watershed Protection Program, and Safe Routes to School.
- County partnership funding local grant matches to allow major projects to continue.

A proclamation honoring Dickinson Fire/EMS/Police personnel for lifesaving actions during a December 23, 2025 cardiac arrest event at Planet Fitness was presented by Mayor Magliolo.

- 3.C Department Head Status Report  
 Fire Marshal Amber Phillips was formally promoted and sworn in as the City's full-time Fire Marshal.

**ITEM 4.) PUBLIC COMMENTS** Members of the public are invited to give comments at this time, lasting not longer than 3 minutes. Comments may be general in nature or may address a specific agenda item, and should be directed at the entire Council, not individual members of Council or staff. Any speaker making personal attacks or using vulgar or profane language shall forfeit his/her remaining time and shall be seated. In compliance with the Texas Open Meetings Act, The City Council may not deliberate.

Garland Copelin: Encouraged continued communication with TxDOT and raised concerns regarding timing of road closures.

**ITEM 5.) CONSENT AGENDA** The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests, in which event the item will be removed from the consent agenda and discussed after the consent agenda.

Kevin D Edmonds motioned to Approve , and Johnnie Simpson seconded the motion.

**VOTE:**

6 AYES (Travis Magliolo, Johnnie Simpson, Mark Townsend, Bill Schick, Scott E Shramer, Kevin D Edmonds)

0 NAYS

**MOTION PASSED**

- 5.A Consideration and possible action to approve the Minutes from City Council's Regular Meeting held on February 24th, 2026.

**ITEM 6.) OLD BUSINESS**

**ITEM 7.) NEW BUSINESS**

- 7.A **RESOLUTION XXX-2026** - Consideration and possible action to approve a Resolution of the City of Dickinson, Texas finding that Texas-New Mexico Power Company’s application to change rates within the city should be denied; finding that the City’s reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and Legal Counsel. (Administration)  
The resolution denies TNMP’s application to change electric rates and provides for reimbursement of the City’s rate case expenses.

Bill Schick motioned to Approve , and Scott E Shrader seconded the motion.

**VOTE:**

6 AYES (Travis Magliolo, Johnnie Simpson, Mark Townsend, Bill Schick, Scott E Shrader, Kevin D Edmonds)

0 NAYS

**MOTION PASSED**

- 7.B **RESOLUTION XXX-2026** - Consideration and possible action to approve a Resolution by the City Council of the City of Dickinson, Texas, suspending the April 18, 2026 effective date of the proposal by Centerpoint Energy Resources Corp., D/B/A Centerpoint Energy Entex and Centerpoint Energy Texas Gas – Houston, Texas Coast, South Texas ,and Beaumont/East Texas geographic rate areas, to implement Interim Grip Rate Adjustments for Gas Utility Investment In 2025 and requiring delivery of this resolution to the Company and legal counsel. (Administration)

The resolution suspends the April 18, 2026 effective date of CenterPoint’s proposed interim GRIP rate adjustment for gas utility investments.

Bill Schick motioned to Approve , and Johnnie Simpson seconded the motion.

**VOTE:**

6 AYES (Travis Magliolo, Johnnie Simpson, Mark Townsend, Bill Schick, Scott E Shrader, Kevin D Edmonds)

0 NAYS

**MOTION PASSED**

- 7.C **RESOLUTION XXX-2026** - Consideration and possible action to approve a Resolution by the City Council of the City of Dickinson, Texas, to amend the Master Fee Schedule of the City of Dickinson by adopting revised Emergency Medical Services fees; providing for incorporation of preamble and an effective date. (EMS)

Fire Chief Robbins explained that under State law the City may increase EMS fees annually by up to the lesser of 10% or Medicare’s adjustment rate; for 2026 the limit is 2%.

Kevin D Edmonds motioned to Approve , and Scott E Shrader seconded the motion.

**VOTE:**

6 AYES (Travis Magliolo, Johnnie Simpson, Mark Townsend, Bill Schick, Scott E Shrader, Kevin D Edmonds)

0 NAYS

**MOTION PASSED**

**ITEM 8.) EXECUTIVE (CLOSED) SESSION(S)**

Council entered Executive Session at 8:06 p.m.

**8.A Texas Government Code Section 551.072 - Real Property**

Deliberations regarding the purchase, exchange, lease, or value of real property.

**8.B Texas Government Code Section 551.071 – Consultation with Attorney**

Consultation with Attorney regarding pending litigation, to wit: Crystal Cruise v. City of Dickinson.

**ITEM 9.) ACTION ITEMS FROM EXECUTIVE (CLOSED) SESSION(S)**

Council reconvened at 8:32 p.m. No action was taken.

**9.A Texas Government Code Section 551.072 - Real Property**

Consideration and possible action regarding the purchase, exchange, lease, or value of real property.

**9.B Texas Government Code Section 551.071 – Consultation with Attorney**

Consideration and possible action regarding pending litigation, to wit: Crystal Cruise v. City of Dickinson.

**ITEM 10.) FUTURE AGENDA ITEMS**

None

**ITEM 11.) ADJOURNMENT**

**PASSED APPROVED, AND ADOPTED** this \_\_\_\_\_.

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Travis Magliolo, Mayor

**ATTEST:**

\_\_\_\_\_  
Claude Oliver, City Secretary



**Dickinson City Council  
Agenda Item Data Sheet  
5.B**

**MEETING DATE:** March 24, 2026

<b>TOPIC:</b>	Consideration and possible action to approve the appointment of appointment of Amber Phillips as the Fire Marshal for the City of Dickinson.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Claude Oliver	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
NO		

**Dickinson City Council  
Agenda Item Data Sheet  
6.A**

**MEETING DATE:** March 24, 2026

<b>TOPIC:</b>	Discussion and possible action to rescind the previously approved acceptance of the Safe Routes to School (SRTS) program award.
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<b>BACKGROUND:</b>	<p>On August 27, 2024 city council approved an advance funding agreement (AFA) with the Texas department of Transportation for a Transportation Alternatives Set-Aside (TASA) project. Also know as the Safe Routes to School (SRTS) grant, this grant has a \$702,820.00 cost share match. An Interlocal Agreement for Galveston County to allocate the cost share was approved by city council on June 24, 2025.</p> <p>The administrative costs of this project are not reimbursable. An administrative contract would cost roughly \$110,000. As such, members of the Finance team have stepped up to take on the administrative duties and have found that all engineering expenses are to be paid in full by the city and reimbursed by both TxDOT and Galveston County. The engineering costs are estimated at \$432k. Depending on the timing of the reimbursements this potentially creates a cash flow strain that could impact everyday operational needs.</p>
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<b>RECOMMENDATION:</b>	
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• <a href="#">2025-06-03 Safe Routes Advanced Funding Agreement (AFA) fully executed-FN25L002.pdf</a></li> </ul>
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<b>FUNDING ISSUES:</b>	
<b>FINANCE VERIFICATION OF FUNDING:</b>	

<b>SUBMITTING STAFF MEMBERS:</b> Sarah Clark	<b>CITY MANAGER APPROVAL:</b>
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0912-73-239	AFA ID	Z00009589	CFDA No.	20.205
AFA CSJs	0912-73-239			CFDA Title	Highway Planning and Construction
District #	12	Code Chart 64#	11800		
Project Name	Dickinson Safe Routes to School			<i>AFA Not Used For Research &amp; Development</i>	

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
FOR A TRANSPORTATION ALTERNATIVES  
SET-ASIDE (TASA) PROGRAM PROJECT  
TxDOT-Selected On and Off-System**

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

**WITNESSETH**

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

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

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

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

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

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

**WHEREAS**, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Dickinson Safe Routes to School (Project), and

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District #	12	Code Chart 64#	11800		
Project Name	Dickinson Safe Routes to School			<i>AFA Not Used For Research &amp; Development</i>	

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

**WHEREAS**, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **02/25/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

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

**AGREEMENT**

**1. Period of Agreement and Performance**

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

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

- A. The scope of work for Project consists of the design and construction of sidewalks along Baker Drive adjacent to Dickinson High School from E 34th Street to the existing sidewalk just south of E 39th Street. The Project also consists of the installation of new stop signs at the intersection of Baker Drive and E 34th Street, installation of a new traffic signal at the intersection of FM 517 and Baker Drive, and upgrade of the traffic signal at the intersection of FM 517 and Owens Drive. The project includes streetlights, ADA curb ramps, crosswalks, and signage. The purpose of this TASA project is to construct a pedestrian infrastructure to provide a safer bicycle and pedestrian network apart from vehicular traffic around Dickinson High School.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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Project Name	Dickinson Safe Routes to School			<i>AFA Not Used For Research &amp; Development</i>	

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

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

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The total estimated project cost as shown in Attachment B includes the Local Government’s estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State’s In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be

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- responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).
- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State’s estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State’s written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the “Texas Department of Transportation”. The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State’s notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or

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<b>CCSJ #</b>	<b>0912-73-239</b>	<b>AFA ID</b>	<b>Z00009589</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0912-73-239</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>12</b>	<b>Code Chart 64#</b>	<b>11800</b>		
<b>Project Name</b>	<b>Dickinson Safe Routes to School</b>			<b>AFA Not Used For Research &amp; Development</b>	

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

- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

**4. Termination of the Agreement**

- A. This Agreement may be terminated by any of the following conditions:
  - 1. By mutual written consent and agreement of all parties;
  - 2. By any party with 90 days written notice; or
  - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

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1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
  2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
  3. Local Government withdraws from participation in Project.
  4. State determines that federal funding may be lost due to Project not being implemented and completed.
  5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
  6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
  7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

**5. Amendments**

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

**6. Remedies**

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

**7. Utilities**

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

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**8. Environmental Assessment and Mitigation**

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

- A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem’s mitigation and remediation. These costs will not be reimbursed or credited towards Local Government’s financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**9. Compliance with Accessibility Standards**

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

**10. Architectural and Engineering Services**

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior’s Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State’s applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials’ (“AASHTO”) publications, “A Policy on Geometric Design of Highways and Streets” and “Guide for the Development of Bicycle Facilities,” as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT’s Bridge Design Manual and AASHTO’s Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for

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Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

**11. Construction Responsibilities**

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

**12. Project Maintenance**

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the

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purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project’s original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

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

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

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

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- D. **Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project.** Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

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must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

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

**14. Insurance**

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

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

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

<b>Local Government:</b>	<b>State:</b>
City of Dickinson ATTN: City Manager 4403 Hwy 3 Dickinson, TX 77539	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

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

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

Texas Department of Transportation  
 ATTN: Director of Consultant Contracts  
 P.O. Box 1386  
 Houston, TX 77251-1386

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

County: Galveston  
 Local Government: City of Dickinson  
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 Highway or Roadway: Various

**16. Legal Construction**

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

**17. Responsibilities of the Parties**

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

**18. Ownership of Documents**

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

**19. Document and Information Exchange**

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

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**20. Compliance with Laws**

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

**21. Sole Agreement**

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

**22. Cost Principles**

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

**23. Procurement and Property Management Standards**

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

**24. Inspection of Books and Records**

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

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

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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 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).

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<b>AFA CSJs</b>	<b>0912-73-239</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
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- 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 compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**27. Disadvantaged Business Enterprise Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

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<b>AFA CSJs</b>	<b>0912-73-239</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>12</b>	<b>Code Chart 64#</b>	<b>11800</b>		
<b>Project Name</b>	<b>Dickinson Safe Routes to School</b>			<b>AFA Not Used For Research &amp; Development</b>	

Enterprise by Entity, and attachments found at web address:  
[http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).

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

**28. Debarment Certifications**

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

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

**29. Lobbying Certification**

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

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employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

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

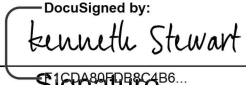
**32. Signatory Warranty**

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**

---

DocuSigned by:  
  
Signature

---

Kenneth Stewart

---

Typed or Printed Name

---

Director, Contract Services

---

Typed or Printed Title

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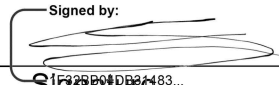
6/3/2025

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Date

**THE LOCAL GOVERNMENT**

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Signed by:  
  
Signature

---

CHAISE CARY

---

Typed or Printed Name

---

INTERIM CITY MANAGER

---

Typed or Printed Title

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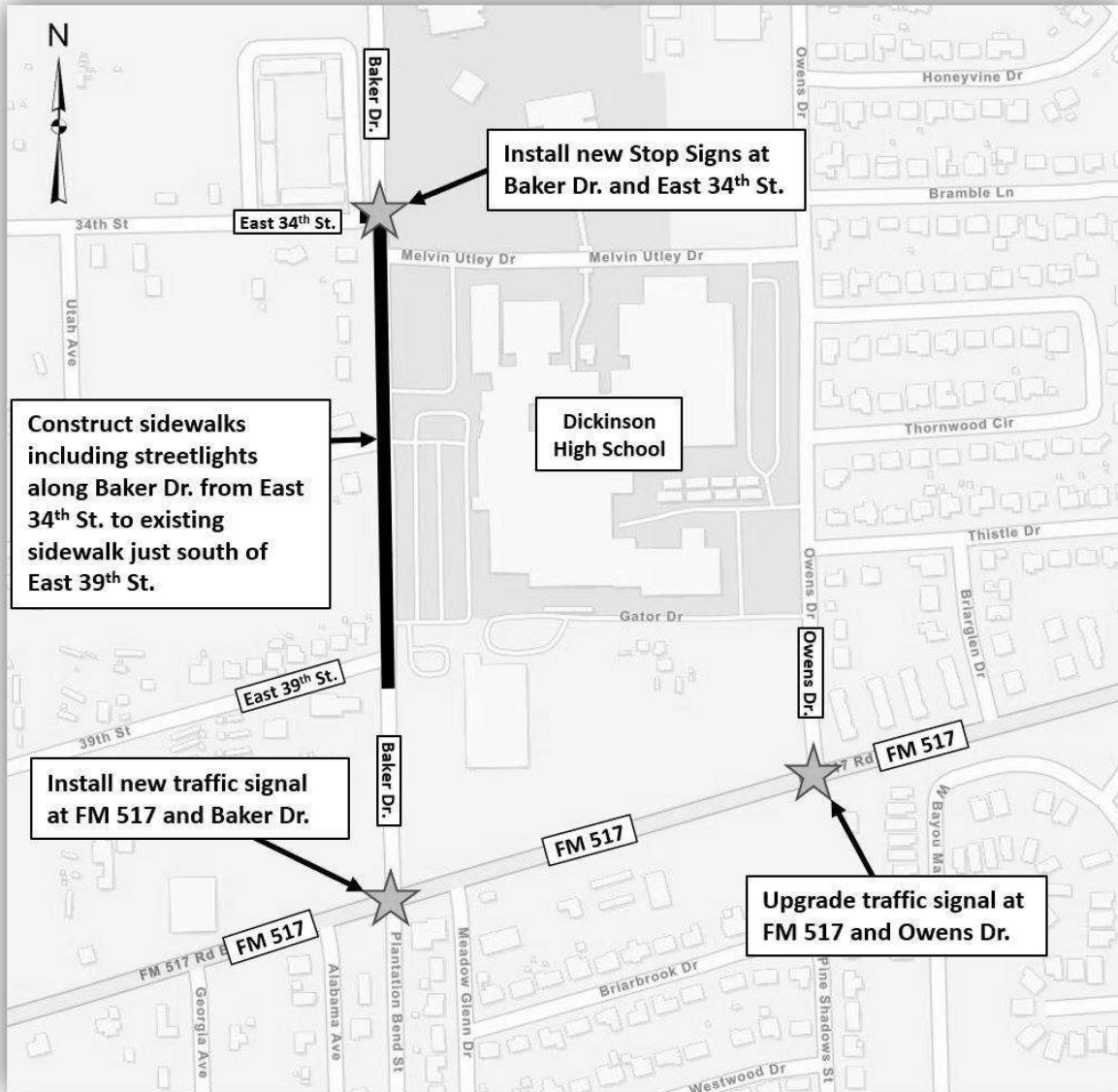
6/2/2025

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Date

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0912-73-239</b>	<b>AFA ID</b>	<b>Z00009589</b>	<b>CFDA No.</b>	<b>20.205</b>
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<b>Project Name</b>	<b>Dickinson Safe Routes to School</b>			<b>AFA Not Used For Research &amp; Development</b>	

**ATTACHMENT A  
PROJECT LOCATION MAP**



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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**ATTACHMENT B  
PROJECT ESTIMATE AND SOURCE OF FUNDS**

State Performs PE Work or Hires Consultant / State Lets Project for Construction

<b>Work Performed by Local Government ("LG")</b>							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes percentage for TDC apportionment on projects where applicable</small>		State Participation <small>Includes authorized EDC amounts</small>		Local Government Participation <small>Includes authorized EDC reduction</small>	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$432,000	80%	\$345,600	0%	\$0	20%	\$86,400
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$						
Construction Engineering Cost	\$						
Eligible In-Kind Contribution Value	\$						
Total Construction Value <small>(sum of construction cost and in-kind value)</small>	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by LG Subtotal</b>	<b>\$432,000</b>		<b>\$345,600</b>		<b>\$0</b>		<b>\$86,400</b>
<b>Work Performed by the State (Local Participation paid up front by LG to TxDOT)</b>							
Preliminary Engineering <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way <sup>3</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost <sup>2</sup>	\$2,759,165						
Eligible In-Kind Contribution Value	\$						
Total Construction Value <small>(sum of construction cost and in-kind value)</small>	\$2,759,165	80%	\$2,207,332	0%	\$0	20%	\$551,833
<b>Work by State Subtotal</b>	<b>\$2,759,165</b>		<b>\$2,207,332</b>		<b>\$0</b>		<b>\$551,833</b>

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**Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight**

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering <sup>1</sup>	\$48,440	80%	\$38,752	0%	\$0	20%	\$9,688
Environmental Cost <sup>1</sup>	\$32,294	80%	\$25,835	0%	\$0	20%	\$6,459
Right of Way <sup>1</sup>	\$9,688	80%	\$7,751	0%	\$0	20%	\$1,937
Utilities <sup>1</sup>	\$6,459	80%	\$5,167	0%	\$0	20%	\$1,292
Construction <sup>2</sup>	\$226,055	80%	\$180,844	0%	\$0	20%	\$45,211
Direct State Costs Subtotal	\$322,936	80%	\$258,349	0%	\$0	20%	\$64,587
Indirect State Cost (5.29%)	\$145,960		\$0	100%	\$145,960		\$0
<b>TOTAL PARTICIPATION</b>	<b>\$3,660,061</b>		<b>\$2,811,281</b>		<b>\$145,960</b>		<b>\$702,820</b>
In-kind Contribution Credit Applied						0%	\$0
<b>TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION</b>							<b>\$702,820</b>

- The estimated total participation by Local Government is \$702,820.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$616,420.
- <sup>1</sup>Local Government's first payment of \$19,376 is due to State within 30 days from execution of this contract.
- <sup>2</sup>Local Government's second payment of \$597,044 is due to State within 60 days prior to the Construction contract being advertised for bids.
- <sup>3</sup>If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$2,811,281.

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<b>Project Name</b>	<b>Dickinson Safe Routes to School</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

**ATTACHMENT C  
RESOLUTION OF LOCAL GOVERNMENT**

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**RESOLUTION NO. 2084-2025**

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

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the City of Dickinson’s “Dickinson Safe Routes to School” project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of Dickinson commits to provide the match. The local match is comprised of cash or Transportation Development Credits (TDCs); and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS AS FOLLOWS:

Section 1. That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. That the CITY OF DICKINSON is authorized to enter into an AFA with TxDOT for this Project.

Section 3. That the meeting at which this Resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

Section 4. The City Manager is hereby authorized to execute all related contracts, agreements, amendments, and documents in connection with the above-mentioned project.

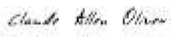
<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0912-73-239</b>	<b>AFA ID</b>	<b>Z00009589</b>	<b>CFDA No.</b>	<b>20.205</b>
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<b>Project Name</b>	<b>Dickinson Safe Routes to School</b>			<b>AFA Not Used For Research &amp; Development</b>	

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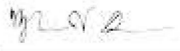
DULY PASSED by majority vote of all members of the City Council of the City of Dickinson, Texas of the City of Dickinson on the 25th day of February, 2025.

  
 TRAVIS MAGLIOLO  
 Mayor

ATTEST:

  
 CLAUDE ALLEN OLIVER  
 City Secretary

APPROVED AS TO FORM:

  
 NGHIEM V. DOAN  
 City Attorney

**Dickinson City Council  
Agenda Item Data Sheet  
8.A**

**MEETING DATE:** March 24, 2026

<b>TOPIC:</b>	Texas Government Code Section 551.071 – Consultation with Attorney Consultation with Attorney regarding pending litigation, to wit: Branch Construction v. City of Dickinson.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Claude Oliver	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**Dickinson City Council  
Agenda Item Data Sheet  
9.A**

**MEETING DATE:** March 24, 2026

<b>TOPIC:</b>	Texas Government Code Section 551.071 – Consultation with Attorney Consideration and possible action regarding pending litigation, to wit: Branch Construction v. City of Dickinson.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Claude Oliver	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		