



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER \_\_\_\_\_

PAGE 1 OF 10

DATE: 1/14/2025

**SUBJECT: CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY AND THE CITY OF SAGINAW RELATED TO THE KNOWLES DRIVE PHASE II AND III RECONSTRUCTION PROJECT - 2021 TRANSPORTATION BOND PROGRAM**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) between Tarrant County and the City of Saginaw related to the Knowles Drive Phase II and III Reconstruction Project - 2021 Transportation Bond Program (TBP), located in Precinct 4.

**BACKGROUND**

On August 3, 2021, the Commissioners Court, through Court Order #136021, accepted a prioritized list of thirty-three (33) projects recommended by the participating cities and the Court-appointed Project Evaluation Committee (PEC) for funding in the Call for Projects (CFP) category of the 2021 TBP. The Knowles Drive Reconstruction Project is included in the approved list of projects.

On December 6, 2022, through Court Order #139865, the Commissioners Court approved an ILA with the City of Saginaw for Knowles Drive Phase I Reconstruction, authorizing financial support of up to \$3,550,000.00.

On December 19, 2023, the Commissioners Court, through Court Order #142359, approved Amendment No. 1 to the ILA with the City of Saginaw. This amendment extended the ILA term to September 30, 2024, repealed and replaced Articles III, IV, V, and repealed Attachment A in its entirety.

The Knowles Drive Phase I project has been completed with a total budget surplus of \$408,738.65.

In January 2023, the City of Saginaw combined Phases I, II, and III of the Knowles Drive Project during the final design phase due to scheduling and cost efficiency considerations and were bid as a single comprehensive project. The City of Saginaw has requested that the surplus funds be reallocated to Knowles Drive Phases II and III.

The Knowles Drive Phases II and III project will cover approximately 1.5 miles, from the south of Longhorn Road to Woodcrest Drive. The project includes:

- Transitioning the existing two-lane asphalt roadway into a three-lane concrete roadway with improved center turn lanes, curbs, and gutters.
- Enhancing drainage, sidewalks, and pedestrian crossings.
- Upgrading the Knowles Drive and McLeroy Boulevard intersection into a single-lane roundabout with raised pedestrian crosswalks.

SUBMITTED BY	Transportation Services	PREPARED BY:	Abbas Rastandeh
		APPROVED BY:	Scott Hall



# COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: \_\_\_\_\_ DATE: 1/14/2025 PAGE 2 OF 10

- Converting the Knowles Drive and Longhorn Road intersection into a signal-controlled crossing.
- Elevating the major creek crossing west of McLeroy intersection to address flooding and improve road conditions during heavy rain events.

This is an exception to the 2021 TBP Excess Funds Policy.

With approval, the surplus funds of \$408,738.65 will be reallocated to the Knowles Drive Phase II and III project with an expiration term of September 30, 2026.

This ILA has been reviewed by the Auditor's Office and approved as to form by the Criminal District Attorney's Office.

## **FISCAL IMPACT**

The fiscal impact for FY 2025 will be \$408,738.65 and is available in account 47800-2025 2021 TBP CFP P4 / 6840100000 Transportation / 579061 County Projects.

STATE OF TEXAS           §       **Interlocal Agreement for**  
                                  §       **Knowles Drive Phase II and III Reconstruction**  
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as the "COUNTY", and the City of Saginaw, hereinafter referred to as the "CITY", and collectively referred to as the "parties", for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a "governmental entity" and not a "business entity" as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

**I.**  
**PROJECT DESCRIPTION**

This Project, hereinafter referred to as the "Project", will consist of the reconstruction of Knowles Drive Phase II and III from south of Longhorn Road to Woodcrest Drive. The project consists of reconstructing approximately 1.5 miles of existing two-lane asphalt roadway with roadside drainage ditches to a three-lane concrete roadway (one lane in each direction and a center two way left turn lane) including curb and gutter, internal drainage, sidewalk, and enhanced pedestrian crossings. The intersection of Knowles Drive and McLeroy Boulevard will be upgraded to a single-lane roundabout with raised pedestrian crosswalks. The intersection of Knowles Drive and Longhorn Road will be upgraded to a signal-controlled intersection. Lastly, the major creek crossing located west of the McLeroy intersection will be raised to mitigate the existing flooding and overtopping of the roadway.

**II.**  
**SCOPE OF SERVICES PROVIDED BY CITY**

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including construction, right of way acquisition, utility relocation, engineering, schematics, planning, surveying, and governmental approval costs (collectively referred to as "Costs");
- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- C. Construction agreement administration, site review, permitting, and inspection;
- D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG's Transportation Improvement Program (TIP);
- F. A detailed project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY with every reimbursement request;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

"This project is funded by the City of Saginaw and the Tarrant County Commissioners Court through the Tarrant County 2021 Transportation Bond Program."

**III.**  
**TERM**

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2026, unless terminated as described in Section XII in this ILA or extended in writing and approved by both parties.

**IV.**  
**FISCAL FUNDING ACKNOWLEDGEMENT**

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other

party of such occurrence and this ILA may be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

**V.**  
**REIMBURSEMENT PROCESS**

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible PROJECT costs in an amount not to exceed \$408,738.65. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete along with identification of final project costs. COUNTY bond funds for the Project are allocated as follows:

**County Payment by Phase\***

Design:	\$0.00
ROW Acquisition:	\$0.00
Construction: _____	<u>\$408,738.65</u>
TOTAL:	\$408,738.65

TBP Funding Category: 2021 Call for Projects

*\* Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

**VI.**  
**AGENCY-INDEPENDENT CONTRACTOR**

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

**VII.**  
**ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

**VIII.**  
**THIRD-PARTY BENEFICIARY EXCLUDED**

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

**IX.**  
**AUDIT OF RECORDS**

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

**X.**  
**ENTIRE AGREEMENT**

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

**XI.**  
**VENUE**

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

**XII.**  
**TERMINATION**

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:  
County Administrator  
Tarrant County  
100 E. Weatherford Street, Ste. 404  
Fort Worth, Texas 76196

CITY:  
City Manager  
City of Saginaw  
333 W. McLeroy Blvd  
Saginaw, TX 76179

**XIII.**  
**SOVEREIGN POWERS**

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

**XIV.**  
**COMPLIANCE WITH LAWS**

In providing services required by this Agreement, CITY and any contractors the CITY engages to perform these services must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**APPROVED** on this day the \_\_\_\_ day of \_\_\_\_\_, 2024, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY, TEXAS**

**CITY OF SAGINAW**

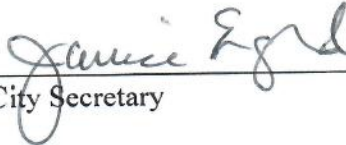
\_\_\_\_\_  
Tim O'Hare, County Judge

  
\_\_\_\_\_  
Todd Flippo, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Criminal District Attorney's Office\*

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
City Secretary



\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

**CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:**

\$ \_\_\_\_\_ *as follows:*

Fiscal year ending September 30, 2025:            \$408,738.65 2021 TBP Call for Projects – Pct 4

\_\_\_\_\_  
Auditor's Office

# 2021 Tarrant County Bond Program

## Project Fact Sheet

### City of Saginaw

### Knowles Drive Phase 1

#### Program Objectives

- Congestion Mitigation / Air Quality
- Safety Enhancement
- Strategically Significant (Proximity to Schools, Economic Development, etc.)
- Connectivity (New Roadway or Connection to Another City)
- Shovel Ready (Construction Start in 2022)

#### Project Ranking: 30

Project Type: Arterial  
 From: S of Woodcrest Drive  
 To: Edwards Drive  
 Length (ft): 3,200

Map No. T-1

#### Existing Conditions:

2 lane, undivided asphalt roadway with roadside ditches. Some sidewalk exists (multiple gaps)

#### Proposed Conditions:

2 lane, undivided concrete roadway with curb and gutter. Multiple intersection improvements including addition of a roundabout at WJ Boaz intersection. Add sidewalk where missing

#### Key Benefits:

- 1.) Roundabout will help improve congestion and safety
- 2.) Addition of sidewalk connects to pedestrians to park
- 3.) One of three phases for Knowles Drive (highest priority phase)
- 4.) Improved pavement surface
- 5.) Solves Existing Drainage on Northend of Project

#### Project Scope:

- Mill and Overlay
- Reconstruction
- Reconstruction & Widening
- New Roadway Extension
- Drainage Study
- New Drainage System
- Intersection Improvements (Including Traffic Signals)
- Water and/or Sewer Improvements
- Other: Sidewalk/trail improvements
- Other: Roundabout

#### Project Schedule:

	<u>Date</u>
Design	Jul-19
ROW acquisition	-
Utility Relocation	Jul-21
Construction (Start)	Jan-22
Construction (End)	Mar-23

Timeline to Construction (Years): 0.0

#### Project Location Map:



#### Financial Data:

Eligible Cost	
Right-of-Way Cost	-
Design Services	-
Construction	\$ 6,450,000.00
Contingency	\$ 650,000.00
<b>Total Cost</b>	<b>\$ 7,100,000.00</b>
Lead Agency Share	\$ 3,550,000.00
<b>Tarrant County Share</b>	<b>\$ 3,550,000.00</b>
Ineligible Cost	
Work Prior to Nov. 2021	-
Other (Landscaping)	-
Management/Inspection/Testing	\$ 100,000.00
Inflation	-
<b>Total Cost</b>	<b>\$ 100,000.00</b>

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CO# 144577



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SUBMITTED BY	Transportation Services	PREPARED BY:	Abbas Rastandeh
		APPROVED BY:	Scott Hall



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**§           Knowles Drive Phase II and III Reconstruction**  
**COUNTY OF TARRANT   §**

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"This project is funded by the City of Saginaw and the Tarrant County Commissioners Court through the Tarrant County 2021 Transportation Bond Program."

**III.**  
**TERM**

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2026, unless terminated as described in Section XII in this ILA or extended in writing and approved by both parties.

**IV.**  
**FISCAL FUNDING ACKNOWLEDGEMENT**

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other

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**County Payment by Phase\***

Design:	\$0.00
ROW Acquisition:	\$0.00
Construction:	<u>\$408,738.65</u>
TOTAL:	\$408,738.65

TBP Funding Category: 2021 Call for Projects

*\* Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

**VI.**  
**AGENCY-INDEPENDENT CONTRACTOR**

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The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

**VII.**  
**ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

**VIII.**  
**THIRD-PARTY BENEFICIARY EXCLUDED**

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

**IX.**  
**AUDIT OF RECORDS**

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

**X.**  
**ENTIRE AGREEMENT**

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

**XI.**  
**VENUE**

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

**XII.**  
**TERMINATION**

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**COUNTY:**  
County Administrator  
Tarrant County  
100 E. Weatherford Street, Ste. 404  
Fort Worth, Texas 76196

**CITY:**  
City Manager  
City of Saginaw  
333 W. McLeroy Blvd  
Saginaw, TX 76179

**XIII.**  
**SOVEREIGN POWERS**

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

**XIV.**  
**COMPLIANCE WITH LAWS**

In providing services required by this Agreement, CITY and any contractors the CITY engages to perform these services must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**APPROVED** on this day the \_\_\_\_ day of \_\_\_\_\_, 2024, by Tarrant County.

Commissioners Court Order No. 144577

**TARRANT COUNTY, TEXAS**

**CITY OF SAGINAW**

\_\_\_\_\_  
Tim O'Hare, County Judge

\_\_\_\_\_  
Todd Flippo, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Secretary



\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

**CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:**

\$ 408,738.65 <sup>MC</sup> as follows:

Fiscal year ending September 30, 2025:

<sup>no. Kelly</sup> \$408,738.65 2021 TBP Call for Projects – Pct 4

Kimberly M. Buchanan  
Auditor's Office

# 2021 Tarrant County Bond Program

## Project Fact Sheet

**City of Saginaw**  
**Knowles Drive Phase 1**

<b>Program Objectives</b> <input checked="" type="checkbox"/> Congestion Mitigation / Air Quality <input checked="" type="checkbox"/> Safety Enhancement <input type="checkbox"/> Strategically Significant (Proximity to Schools, Economic Development, etc.) <input type="checkbox"/> Connectivity (New Roadway or Connection to Another City) <input checked="" type="checkbox"/> Shovel Ready (Construction Start in 2022)	<b>Project Ranking: 30</b> Project Type: Arterial From: S of Woodcrest Drive To: Edwards Drive Length (ft): 3,200  Map No. T-1
---	--

**Existing Conditions:**  
 2 lane, undivided asphalt roadway with roadside ditches. Some sidewalk exists (multiple gaps)

**Proposed Conditions:**  
 2 lane, undivided concrete roadway with curb and gutter. Multiple intersection improvements including addition of a roundabout at WJ Boaz intersection. Add sidewalk where missing

**Key Benefits:**

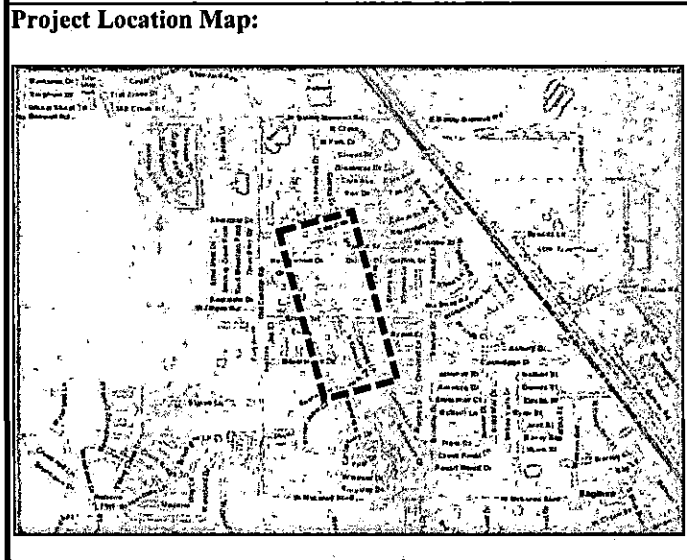
- 1.) Roundabout will help improve congestion and safety
- 2.) Addition of sidewalk connects to pedestrians to park
- 3.) One of three phases for Knowles Drive (highest priority phase)
- 4.) Improved pavement surface
- 5.) Solves Existing Drainage on Northend of Project

**Project Scope:**

<input type="checkbox"/> Mill and Overlay
<input checked="" type="checkbox"/> Reconstruction
<input type="checkbox"/> Reconstruction & Widening
<input type="checkbox"/> New Roadway Extension
<input checked="" type="checkbox"/> Drainage Study
<input checked="" type="checkbox"/> New Drainage System
<input type="checkbox"/> Intersection Improvements (Including Traffic Signals)
<input type="checkbox"/> Water and/or Sewer Improvements
<input checked="" type="checkbox"/> Other: Sidewalk/trail improvements
<input checked="" type="checkbox"/> Other: Roundabout

**Project Schedule:**

	Date
Design	Jul-19
ROW acquisition	-
Utility Relocation	Jul-21
Construction (Start)	Jan-22
Construction (End)	Mar-23
 Timeline to Construction (Years):	0.0



**Financial Data:**

Eligible Cost	
Right-of-Way Cost	-
Design Services	-
Construction	\$ 6,450,000.00
Contingency	\$ 650,000.00
<b>Total Cost</b>	<b>\$ 7,100,000.00</b>
Lead Agency Share	\$ 3,550,000.00
<b>Tarrant County Share</b>	<b>\$ 3,550,000.00</b>
Ineligible Cost	
Work Prior to Nov. 2021	-
Other (Landscaping)	-
Management/Inspection/Testing	\$ 100,000.00
Inflation	-
<b>Total Cost</b>	<b>\$ 100,000.00</b>

Consideration of an Interlocal Agreement between Tarrant County and the City of Saginaw  
Related to the Knowles Drive Phase II and III Reconstruction Project - 2021 Transportation  
Bond Program

**SIGNED AND EXECUTED** this 17 day of December, 2024.

**COUNTY OF TARRANT  
STATE OF TEXAS**


Tim O'Hare - County Judge

Tim O'Hare  
County Judge  
<#deefee5c-dd95-451e-039c-08dcb56d40e8-DateSigned#>

Consideration of an Interlocal Agreement between Tarrant County and the City of Saginaw  
Related to the Knowles Drive Phase II and III Reconstruction Project - 2021 Transportation  
Bond Program

**SIGNED AND EXECUTED** this 17 day of December, 2024.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare  
County Judge  
1/15/2025