

**SAGINAW CITY COUNCIL**  
**NOTICE OF MEETING**  
**& WORKSHOP**

**Meeting, Workshop, and/or Executive Session Agenda**  
**6:00 p.m. – Tuesday, May 8, 2018**  
**Saginaw City Hall Council Chambers**  
**333 West McLeroy Blvd.**

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation.

The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

- |     |   |   |
|-----|---|---|
| (1) | Call to Order   | Mayor Todd Flippo                                   |
|     | Pledge of Allegiance to the United States   | Mayor Todd Flippo                                   |
|     | Pledge of Allegiance to the State of Texas<br>“Honor the Texas Flag; I pledge allegiance to thee,<br>Texas, one State under God, one and indivisible”   | Mayor Todd Flippo                                   |
| (2) | Invocation  | Reverend Valendy<br>Saginaw United Methodist Church |
| (3) | Audience Participation  | On Video Screen                                     |
| (4) | Consent Agenda<br>All items listed with lower case letters are part of the consent agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately. |   |
| (a) | CC-0518-01<br>Action regarding Minutes, April 17, 2018  | Mayor Todd Flippo                                   |
| (b) | CC-0518-02<br>Action regarding Ad Valorem Tax Collection Contract with Tarrant County for Tax Year 2018   | Finance Director<br>Kim Quin                        |
| (c) | CC-0518-03<br>Action regarding agreement for the operation of the concession stand at Willow Creek Park   | Dir. of Recreation/Comm. Services<br>Keith Rinehart |
| (d) | CC-0518-04<br>Action regarding Change Order No. 1 to the Park Center Elevated Tank Rehabilitation Contract and Authorization of Amendment No. 2 to Kimley-Horn, Inc. Individual Project Order   | Director of Public Works<br>Rick Trice, P.E.        |

- (5) CC-0518-05  
Proclamation – Emergency Medical Services Week  
Mayor Todd Flippo
- (6) CC-0518-06  
Annual MedStar Mobile Healthcare Update  
Matt Zavadsky  
Chief Strategic Integration Officer  
MedStar Mobile Healthcare
- (7) CC-0518-07  
Presentation of Government Finance Officers Association  
Distinguished Budget Presentation Award to Finance  
Director Kim Quin  
City Manager  
Gabe Reaume
- (8) CC-0518-08  
Consideration and Action regarding Ordinance No. 2018- 04,  
Amending Article II of Chapter 54 of the Saginaw City Code,  
“Discharge of Certain Weapons” to add regulations for the  
discharge of firearms, spring guns, or other dangerous weapons  
Interim Police Chief  
Doug Spears
- (9) CC-0518-09  
Discussion of Youth Advisory Council and  
Sister Cities Program  
City Manager  
Gabe Reaume
- (10) Recess into Workshop  
Mayor Todd Flippo
- (11) WS-0518-01  
Budget Policies  
(Preparation/Forecasting/Administration/Amendment)  
City Manager  
Gabe Reaume
- (12) Reconvene in Regular Session  
Mayor Todd Flippo
- (13) Executive Session  
1. § 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:  
a. Any Posted Item
- (14) Adjournment  
Mayor Todd Flippo

DATE POSTED: \_\_\_\_\_  
 TIME POSTED: \_\_\_\_\_ BY: \_\_\_\_\_  
 DATE REMOVED: \_\_\_\_\_  
 TIME REMOVED: \_\_\_\_\_ BY: \_\_\_\_\_

**CITY OF SAGINAW  
MINUTES OF CITY COUNCIL MEETING  
AND PUBLIC HEARING  
HELD AT THE SAGINAW CITY HALL  
333 WEST MCLEROY BLVD.  
APRIL 17, 2018**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	David Flory
Councilmember	Patrick Farr
Councilmember	Valerie Tankersley
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Dana Shumard, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Interim Police Chief	Doug Spears
Interim Fire Chief	Scott Craver
Director of Public Works	Rick Trice, P.E.
Human Resource Director	Melanie McManus
Library Director	Ellen Ritchie
Chief Building Official	Kevin McMillin
Senior Building Inspector	Larry Little
Police Officer	Brandon Papenthein

Absent from the meeting:

Councilmember	Sheri Adams
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Visitors at the meeting:

Chris Carter	Charles Tucker
Lawrence Lakey	Pam Lakey
Ben Raef	Randi McMillin
Misty Farr	Jan Young
Stephen Brim	Marc Paquette
Charity Deville	

(1) Call to Order

Mayor Flippo called the meeting to order at 6:00 p.m. with a quorum present.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

In the absence of Pastor Orr, Councilmember Bighorse gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. CC-0418-07

Action regarding Minutes, April 3, 2018

b. CC-0418-08

Action regarding Resolution No. 2018-09, Readopting Guidelines and Criteria for Tax Abatement Agreements

*Summary: Resolution No. 2018-09 re-adopts the guidelines and criteria for tax abatements within the City of Saginaw. The City is required to review and adopt guidelines every two years. The current guidelines were adopted on April 19, 2016. There are no recommended changes to the guidelines and criteria. The resolution and guidelines have been reviewed by the City Attorney.*

c. CC-0418-09

Action regarding Joint Election Agreement and Contract with Tarrant County for Election Services for May 5, 2018 General and Special Election

*Summary: This agreement and contract is with Tarrant County for their election services for the May 5, 2018 General and Special Election (Mayor, Council Places 2 and 4). As in prior years, Tarrant County will provide the services, personnel, and equipment for early voting as well as voting on Election Day. Early voting will be held at multiple locations throughout Tarrant County from April 23<sup>rd</sup> through May 1<sup>st</sup>. The local early voting site will be Eagle Mountain-Saginaw ISD Administration Building 6-Training Room (1200 Old Decatur Road). Voting on Election Day will be held at the Senior Citizens Center (405 S. Belmont St.). The estimated financial impact will be \$11,061.16 with a deposit of \$8,300 due fifteen days after execution of the agreement. Funds for this expenditure are budgeted in the General Administrative Budget, Account 01-5000-02, Election Expenses (Total of \$7,000 was included in the 2017-2018 fiscal year budget and an additional \$4,000 is included in the 2017-2018 Mid Year Adjustments. This account will be reviewed again at year end following receipt of the final bill from Tarrant County.*

d. CC-0418-10

Action regarding recommendation from Beautification Committee and Advisory Recreation and Parks Board to purchase one "Santa's Toy Shop" Christmas Display and one 24' Christmas Tree

*Summary: On March 19, 2018 the Advisory Recreation and Parks Board and the Beautification Committee held a joint meeting to discuss the selection of Christmas decorations to be used to supplement and enhance the City's 2017 Christmas light displays. Discussions concluded with the recommendation that one additional large display be purchased along with a replacement tree for the Recreation Center. The total cost for both items will be \$35,689.26 (Parks Donation Fund--\$17,844.63 and Beautification Donation Fund--\$17,844.63).*

e. CC-0418-11

Action regarding Resolution No. 2018-10, denying the DCRF (Distribution Cost Recovery Factor) Application to increase distribution rates proposed by Oncor Electric Delivery Company

*Summary: On April 5, 2018, Oncor Electric Delivery Company filed an application for approval of a Distribution Cost Recovery Factor to increase distribution rates with each of the cities in their service area. Resolution No. 2018-10 authorizes the City to join with the Steering Committee of Cities Served by Oncor to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.*

Motion was made by Councilmember Tankersley with a second by Councilmember Bighorse to approve the consent agenda as presented. Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Flory, Councilmembers Farr, Tankersley, Bighorse, and Copeland

Against: None  
Abstain: None  
Absent: Councilmember Adams

(5) CC-0418-12  
**Public Hearing** – Consideration and Action regarding Resolution No. 2018-11,  
2017-2018 Mid Year Budget Revisions

Mayor Flippo declared the public hearing opened at 6:02 p.m. Finance Director Quin briefly explained the proposed mid year budget revisions. Resolution No. 2018-11 addresses the proposed revisions.

Mayor Flippo called for any public input. There was none. Mayor Flippo declared the public hearing closed at 6:05 p.m.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Flory to approve Resolution No. 2018-11, 2017-2018 Mid Year Budget Revisions. Motion carried unanimously. 6-0-0-1

For: Mayor Flippo, Mayor Pro-Tem Flory, Councilmembers Farr,  
Tankersley, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Councilmember Adams

*Mayor Flippo left the room at this point due to a Conflict of Interest regarding Item 6.*

(6) CC-0418-13  
**Public Hearing** – Consideration and Action regarding on Recommendation from Planning and Zoning Commission on Request for Approval of a Replat for Basswood Crossing Phase 2, being 51.773 acres out of the E. Meredith Survey, Abstract 1081 and the D. Strickland Survey, Abstract 1408 (Instrument Number D2185050102)

Mayor Pro-Tem Flory declared the public hearing opened at 6:06 p.m. Director of Public Works Trice explained that this request is for a replat for Basswood Crossing Phase 2. He stated that the final plat for Basswood Phase 2 was approved on August 1, 2017. He briefly explained the revisions on the proposed plat. He explained that the Planning and Zoning Commission considered this replat at their meeting on April 9, 2018 and voted unanimously to recommend approval to the Council.

There was a lengthy discussion regarding the lot located at the corner of East Bailey Boswell Road and Basswood Boulevard. Councilmember Farr expressed his concern that it appears the proposed replat will free up space for branding by D.R. Horton Homes on that particular corner. Mr. Ben Raef of Peloton Land Solutions stated that originally this particular lot was an open private space but following conversations with the City Council, it was changed to a commercial lot. He explained that the designated open space on the lot is to provide an area for landscaping and a monument type sign for the Basswood Crossing Development. Councilmember Farr again expressed his concern that D.R. Horton Homes would use this area for branding because the Basswood Crossing Development is ¼ mile away from the corner. Mr. Stephen Brim of D.R. Horton Homes stated that it is standard practice to place a monument sign to direct buyers and residents to developments. He added that it will be similar to

what is on the north side of Bailey Boswell for a development. Councilmember Farr stated that he is opposed to the idea of branding an intersection when it is not at the entrance of the development.

There was a lengthy discussion regarding the height of the proposed sign. There was a discussion of tabling action on the replat. City Attorney Meredith explained that according to the Local Government Code the Council has thirty days from the date of the Planning and Zoning action to take action on plats and replats. After the thirty day period, if no action is taken then the plat or replat is deemed approved. He explained the only alternative would be if the applicant were agreeable to tabling the item which would suspend the thirty day period. Mr. Brim stated that they would not be in favor of tabling this item tonight. He explained that they are selling homes in this development and it is important to get the easements platted as soon as possible. City Manager Reaume stated that he understands the concerns expressed about the sign. However this item is for action on the replat which meets the City's requirements so according to the Local Government Code it must be approved. He added that this item does not concern the land use.

There was additional discussion regarding signage. Chief Building Official McMillin stated that sign permit applications were submitted today for two signs. He explained that after preliminary review of the applications as well as consideration of current regulations and ordinances one of the permits will be denied. Councilmember Farr reiterated his opposition to branding the intersection at East Bailey Boswell Road and Basswood Boulevard. Mr. Brim explained that they are willing to work with City Staff regarding the signage. He stated that they want the sign to be pleasing when people pass it. He added that it is not their intent for the sign to be unique to the D.R. Horton Homes brand. The sign is intended to be an entry sign on a major corridor to indicate the direction to the housing development. Councilmember Farr stated that he doesn't have a problem with sign saying "Basswood Crossing" but is opposed to the sign saying "D.R. Horton Homes" on it.

City Attorney Meredith stated that the action tonight will be on the replat only which acknowledges that the replat meets the City's subdivision criteria. He explained that wording on the sign, etc. cannot be included as conditions on the vote regarding the replat.

Mayor Pro-Tem Flory called for any public input. There was none. Mayor Pro-Tem Flory declared the public hearing closed at 6:38 p.m.

Motion was made by Councilmember Farr with a second by Councilmember Tankersley to approve the recommendation from the Planning and Zoning Board that the replat for Basswood Crossing Phase 2 be approved. Motion carried unanimously. 5-0-1-1

For: Mayor Pro-Tem Flory, Councilmembers Farr, Tankersley, Bighorse, and Copeland

Against: None

Abstain: Mayor Flippo

Absent: Councilmember Adams

*Mayor Flippo returned to the room.*

(7) CC-0418-14  
**Public Hearing** - Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding an amendment to the Code of Ordinances Appendix A (Zoning Ordinance No. 2002-04) to adopt regulations governing "Mobile Food Unit Park" (Ordinance No. 2018-03)

Mayor Flippo declared the public hearing opened at 6:39 p.m. Director of Public Works Trice explained that Ordinance No. 2018-03 is in response to increasing interest in the development of Mobile Food Unit Parks within the

City. Chief Building Official McMillin gave a brief overview of the proposed ordinance. He explained that the proposed ordinance adds “Mobile Food Unit Park” as an allowed use under the “Commercial, Retail and Service” category with a Specific Use Permit required in the NC (Neighborhood Commercial) and CC (Community Commercial) zoning districts and by right in the LI (Light Industrial) and HI (Heavy Industrial) zoning districts. He added that the proposed ordinance will require on-site restroom facilities, a paved surface, and access to refuse containers. Also, if connections to city utilities are provided, a properly sized grease trap must be installed to serve the park. He also explained that the ordinance defines a “Mobile Food Unit Park” as “an area designed to accommodate two or more mobile food units and offering food and/or beverages for sale to the public as the primary use of the property”. The Planning and Zoning Commission considered this ordinance at their meeting on April 9, 2018 and voted unanimously to recommend approval to the Council.

Mayor Flippo called for any public input. There was none. Mayor Flippo declared the public hearing closed at 6:48 p.m.

Motion was made by Mayor Pro-Tem Flory with a second by Councilmember Tankersley to approve the recommendation from the Planning and Zoning Commission that Ordinance No. 2018-03 amending the Code of Ordinances Appendix A (Zoning Ordinance No. 2002-04) to adopt regulations governing “Mobile Food Unit Park” be approved. Motion carried unanimously. 6-0-0-1

For: Mayor Flippo, Mayor Pro-Tem Flory, Councilmembers Farr, Tankersley, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Councilmember Adams

(8) CC-0418-15  
Consideration and Action regarding approval of Resolution No. 2018-12, creating a Charter Review Commission and appointing members to the Charter Review Commission

City Manager Reaume explained that Resolution No. 2018-12 creates a Charter Review Commission and appoints the members to it. He stated that the Council has discussed the need for City Charter to be reviewed and made the decision to appoint a Commission to make recommendations for revisions to the Council. City Attorney Meredith explained the functions of a Charter Review Commission. City Manager Reaume stated that the City Attorney will be involved with the Charter Review Commission meetings as well as members of the City Staff. There was a discussion regarding Section 3 of the proposed Resolution and whether it was necessary to require a minimum number of meetings each month. City Attorney Meredith explained that section could be rewritten to state that the Commission will meet as needed.

The eleven citizens nominated by Councilmembers to serve on the Charter Review Commission are as follows: Rick Russell, Brian Holliday, Pat Malott, Beth Stringer, Sandee Nickerson, John Dreese, Joe Knox Reed, Bradley Webb, Donna Webb, Ed Larson, and Chris Wagner.

Motion was made by Mayor Pro-Tem Flory with a second by Councilmember Tankersley to approve Resolution No. 2018-12 creating a Charter Review Commission and appointing members as stated to the Charter Review Commission with the change to the wording of Section 3 to state the Commission will meet as needed. Motion carried unanimously. 6-0-0-1

For: Mayor Flippo, Mayor Pro-Tem Flory, Councilmembers Farr, Tankersley, Bighorse, and Copeland

Against: None  
Abstain: None  
Absent: Councilmember Adams

- (9) CC-0418-16  
Consideration and Action regarding acceptance of resignation of Board of Adjustment Place 1 Member Courtney Bailey; and appointment of vacancies on Board of Adjustment

City Secretary England explained that Courtney Bailey, Board of Adjustment Place 1 Member, recently submitted his resignation because he is moving out of the city. She stated that it has been customary in the past for the Council to move alternate members to vacant regular member positions. She suggested that the Council consider moving 1<sup>st</sup> Alternate Member Petina Powers to the vacant Place 1 Member Position; and moving 2<sup>nd</sup> Alternate Member James Burgdorf to the 1<sup>st</sup> Alternate Member Position. She added that the remaining vacant 2<sup>nd</sup> Alternate Member Position can be filled during the annual reappointment and appointment of board members in June.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Flory to accept the resignation of Board of Adjustment Member Place 1 Courtney Bailey; appoint Petina Powers to Member Place 1; and appoint James Burgdorf to 1<sup>st</sup> Alternate Member. Motion carried unanimously. 6-0-0-1

For: Mayor Flippo, Mayor Pro-Tem Flory, Councilmembers Farr, Tankersley, Bighorse, and Copeland

Against: None  
Abstain: None  
Absent: Councilmember Adams

- (10) CC-0418-17  
Consideration and Action regarding acceptance of 3.9021 acre Permanent Drainage Easement from Ryder Truck Rental, Inc.

Director of Public Works Trice explained that Ryder Truck Rental, Inc. is currently developing a facility on Lot 1, Block 1, Steele Folsom Martin Addition (1325 Triad Blvd.) west of Fuel City. He stated the drainage easement was defined from a drainage study to convey 100-year storm water runoff through the property. He recommended the Council accept the permanent drainage easement.

Motion was made by Mayor Pro-Tem Flory with a second by Councilmember Copeland to accept the 3.9021 acre Permanent Drainage Easement from Ryder Truck Rental, Inc. Motion carried unanimously. 6-0-0-1

For: Mayor Flippo, Mayor Pro-Tem Flory, Councilmembers Farr, Tankersley, Bighorse, and Copeland

Against: None  
Abstain: None  
Absent: Councilmember Adams



*Councilmember Farr left the room at this point due to a Conflict of Interest regarding Item 11.*

- (11) CC-0418-18  
Consideration and Action regarding Resolution No. 2018-13, Project Dream Play

City Manager Reaume explained that Resolution No. 2018-13 commits pending funding from the City to match funds for a playground that is accessible for all children. He stated that Project Dream Play will be responsible for raising half of the funds. Once that is done, the City will make the budget appropriation for the remaining half not to exceed \$178,675. He stated that the City will oversee the construction and also be the owner of the playground and responsible for maintenance.

There was discussion of the existing park located in the area for the new playground. Concern was expressed over cost increases if the playground isn't built during the next year or so. City Manager Reaume stated that, based on previous experience with projects of this type, approval of the proposed resolution should help accelerate the fund raising efforts of Project Dream Play. There was discussion of the proposed equipment accessibility for children that must remain in wheelchairs. Locations of similar accessible playgrounds in the area were mentioned.

Motion was made by Mayor Pro-Tem Flory with a second by Councilmember Copeland to approve Resolution No.2018-13 as presented. Motion carried unanimously. 5-0-1-1

For: Mayor Flippo, Mayor Pro-Tem Flory,  
Councilmembers Tankersley, Bighorse, and Copeland

Against: None

Abstain: Councilmember Farr

Absent: Councilmember Adams

*Councilmember Farr then returned to the room.*

- (12) CC-0418-19  
Update on Bailey Boswell Road Phase 2 Project

City Engineer Shumard briefly updated the Council on the status of the Bailey Boswell Road Phase 2 Project. She stated that this phase is projected to be open to traffic in late July. She explained that she should have a better completion timeline in the next few weeks and would provide that information to the Council.

- (13) CC-0418-20  
Discussion of Rental Inspection Program

City Manager Reaume explained that there are a large number of rental homes in Saginaw that are owned by companies located out of state. He stated that several area cities have rental inspection programs which address health and safety concerns associated with rental properties. He added that the intent tonight is to give the Council information on rental inspection programs and get the Council's direction on this type of program.

Chief Building Official McMillin gave a brief power point presentation regarding rental inspection programs. He explained that the costs associated with this type of program are usually covered through fees paid by the owners of the properties. He stated that the program can be set up to include training and incentives for property owners to comply with the program's requirements. After some discussion, City Manager Reaume stated that more specifics regarding a rental inspection program will be presented during the budget process. The Council agreed for staff to move forward with a proposal for a rental inspection program to be considered during the 2018-2019 Fiscal Year Budget Process.

(14) Executive Session

1 § 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- a. Any Posted Item

(15) Adjournment

Motion was made by Councilmember Farr with a second by Councilmember Tankersley to adjourn the meeting. Motion carried unanimously. 6-0-0-1

For: Mayor Flippo, Mayor Pro-Tem Flory, Councilmembers Farr, Tankersley, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Councilmember Adams

Mayor Flippo declared the City Council Meeting of April 17, 2018 adjourned at 7:54 p.m.

ATTEST:

APPROVED:

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City Secretary Janice England

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Mayor Todd Flippo



# City of Saginaw

**Meeting Date:** 5/08/2018

**Staff Contact:** Kim Quin  
Finance Director

**Agenda Item:** 4b  
(CC-0518-02)

**E-mail:** [kquin@saginawtx.org](mailto:kquin@saginawtx.org)

**Phone:** 817-230-0332

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**SUBJECT:** Action regarding Ad Valorem Tax Collection Contract with Tarrant County for Tax Year 2018

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**BACKGROUND/DISCUSSION:**

The City has contracted with Tarrant County for the collection of ad valorem taxes for many years. The proposed contract is for the tax year 2018. The collection rate in the proposed contract is \$.98 per account (the same amount charged per account as last year). State law requires the county to charge taxing entities the actual cost for tax collection. Tarrant County handles all services related to billing and collecting our taxes.

**FINANCIAL IMPACT:**

The financial impact will be \$.98 per account. The number of accounts will be based on the 2017 tax year. The total estimated cost is \$9,944.06.

**RECOMMENDATION:**

Staff recommends approval of the ad valorem tax collection contract with Tarrant County for the tax year 2018.

Attachments

Proposed Contract

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Saginaw hereinafter referred to as **City**, whose address is PO Box 79070, Saginaw, TX 76179.

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms and conditions under which the **ASSESSOR/COLLECTOR** will provide assessment and collection services of Ad Valorem taxes levied by the City.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I.**

**SERVICES TO BE PERFORMED**

The **ASSESSOR/COLLECTOR** agrees to bill and collect the taxes due and owing on taxable property upon which the City has imposed said taxes. The **ASSESSOR/COLLECTOR** shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All City disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the City on the day the **COUNTY** Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the City equals at least one hundred dollars (\$100.00), or at the close of the month.

**II.**

**REPORTS**

The **ASSESSOR/COLLECTOR** will provide the City of Saginaw the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Tax Roll Summary Year-to-Date Summary Report Part A, B and C Detail Collection Summary Report Distribution Summary Detail Collection Summary By Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10
Annual:	Certified Tax Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary By Year
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**III.**

**COMPENSATION**

In consideration of the services to be performed by the **ASSESSOR/COLLECTOR**, compensation for the services rendered is a rate of ninety-eight cents (\$0.98) per account located within Tarrant County, and two-dollars and sixty cents (\$2.60) per account located outside Tarrant County. The number of accounts billed will be based on the July 25 billing roll certified to the **ASSESSOR/COLLECTOR**, net of subsequent account additions and deletions made by the Appraisal District. The **ASSESSOR/COLLECTOR** will invoice for these accounts by **January 31, 2019** with payment to be received from the

City by **February 28, 2019.**

The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

**IV.  
AUDITS**

The ASSESSOR/COLLECTOR will provide to the City auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the City auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the City.

**V.  
TAX RATE REQUIREMENT**

The City will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the City's current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by Friday, September 14, 2018. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the City. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Saginaw will be paid by City of Saginaw.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

**VI.  
COMPLIANCE WITH APPLICABLE  
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the City of that fact and the reasons therefore.

**VII.  
DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the City shall be promptly transferred to the account of the City at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the City's funds from the COUNTY Depository to the City's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Saginaw due to unforeseen or unanticipated circumstances.

**VIII.  
INVESTMENT OF FUNDS**

The City hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the City during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the City all interest or other earnings attributable to taxes owed to the City. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the City.

**IX.**  
**REFUNDS**

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the City of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Saginaw exceeds collections for City of Saginaw, City of Saginaw will be placed in a negative status and no distributions made to City of Saginaw until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the City's jurisdiction. The proportional share is based upon the City's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the City is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the City to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the City and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

**X.**  
**DELINQUENT COLLECTIONS**

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the City through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the City for compensation to a Firm under contract to the City.

If the delinquent collection Attorney contracted by the City requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the City and will be added to the collection expenses and charged to the City.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

**XI.**  
**TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2018 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

**XII.**  
**NOTICES**

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

**XIII.**

**MISCELLANEOUS PROVISIONS**

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**RON WRIGHT,**  
**TAX ASSESSOR/COLLECTOR**  
**TARRANT COUNTY**

**FOR City of Saginaw**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**FOR TARRANT COUNTY:**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**B. GLEN WHITLEY**  
**TARRANT COUNTY JUDGE**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**CRIMINAL DISTRICT ATTORNEY'S OFFICE\***

\*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.



# City of Saginaw

## City of Saginaw

**Meeting Date:** 5/08/2018

**Staff Contact:** Kim Quin  
Finance Director

**Agenda Item:** 4c  
(CC-0518-03)

**E-mail:** [kquin@saginawtx.org](mailto:kquin@saginawtx.org)

**Phone:** 817-230-0332

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**SUBJECT:** Action regarding agreement for the operation of the concession stand at Willow Creek Park

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**BACKGROUND/DISCUSSION:**

The proposed agreement is essentially the same as an agreement approved in 2014 with another individual (only changes in names and dates). Mr. Steve Holleman (Holleman Enterprises, LLC) has expressed an interest in operating the concession stand at Willow Creek Park on all nights that the City of Saginaw has softball league play and other City sponsored special events. He will pay the City a fee of \$100 per month. Additional information is included in the attachments.

**FINANCIAL IMPACT:**

The financial impact will be \$100.00 per month in revenues.

**RECOMMENDATION:**

Staff recommends approval of the agreement with Steve Holleman (Holleman Enterprises, LLC) for the operation of the concession stand at Willow Creek Park

Attachments

Report from Keith Rinehart  
Proposed Agreement





# City of Saginaw

## Council Agenda Background

**To:** Gabe Reaume, City Manager

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**From:** Keith C. Rinehart, Director of Community Services

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**Date:** City Council Meeting – May 1, 2018

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**PRESENTER:**

Keith C. Rinehart, Director of Recreation & Community Services

**ITEM:**

Consideration and approval of a contractual agreement for the operation of a concession stand at Willow Creek Park.

**DISCUSSION:**

A few months ago, staff began discussions with Steve Holleman (Kona Ice) about a potential opportunity to manage the concession stand at the Willow Creek Park ballfield. During discussions, Mr. Holleman wished to sell drinks (only specific brand drinks thru the City of Saginaw contract with our official drink provider), pre-packaged concession items, and other concession stand favorites. He would also sell Kona Ice snow-cones to the public. It was also discussed that the Mr. Holleman would also pay the City of Saginaw \$100.00 per month. Also, Mr. Holleman would operate the concession stand on all nights the City of Saginaw has softball league play, City sponsored special events in the park and potentially other nights of the week at this location.

A few years ago, we entered into a contract with different individuals to manage the concession stand at the Willow Creek Ball fields. Currently, we do not have one as the previous operator cancelled operations. The same contract was written and approved by the City Attorney (Bryn Meredith) in 2011, 2013 and 2014 will be used at this time with only the dates and names changed.

**RECOMMENDATION**

Approval of a contractual agreement with Steve Holleman (Holleman Enterprises-LLC) for the operation of a concession stand at Willow Creek Park

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**FISCAL IMPACT:**

⇒ \$100.00 per month in revenues

**ATTACHMENTS:**

⇒ Proposed Contractual Agreement with Holleman Enterprises LLC

If you have any questions, please contact me at 817-230-0351.

Thank you,



***Keith C. Rinehart***  
***Director of Community Services***  
***City of Saginaw***

**CONCESSION STAND AGREEMENT & CONTRACT  
EXHIBIT A**

**THE STATE OF TEXAS**

**KNOW BY ALL THESE PRESENTS:**

**COUNTY OF TARRANT**

This Contract ("**Contract**") is entered into by and between the City of Saginaw, ("**City**"), Holleman Enterprises, LLC ("**Concessionaire**");

WHEREAS; City owns Willow Creek Park and desires to have a concession stand (food and/or drink) vendor assigned to concession stand facility for the benefit of Park visitors; and

WHEREAS; Concessionaire wishes to operate a concession selling food and/or drinks to visitors in Willow Creek Park;

NOW THEREFORE; City and Concessionaire in consideration of the mutual covenants herein agree as follows:

1. **Term.** The term of this Contract shall begin upon mutual execution hereof and shall terminate one year hence on May 1, 2019, subject to the provisions concerning termination as stated herein.
2. **Location.** City grants a Contract for the location Willow Creek Park Concession Stand (Northwest corner of McLeroy Blvd. and Knowles ("**Premises**").
3. **Rent.** The monthly rental fee shall be: \$100.00, due on the first day of each month. No rental paid by Concessionaire will be refunded if Contract is terminated prior to its full term.
4. **Commencement of Operations.** Concessionaire must commence operations within 45 days after the effective date of Contract. Failure to commence operations within 45 days constitutes a material breach of Contract.
5. **Concession Rights.** In consideration of the rent hereby provided to be paid by Concessionaire, and the covenants herein, City grants Concessionaire the right to use the designated concession location, including the usual utilities at Willow Creek Park to make direct sales to the public of food and drinks.

Concessionaire may use vending machines in selling drinks, snacks and other merchandise customarily handled by a concessionaire.

City expressly retains the right to:

- (a) Make final decisions on matters which may arise, not specifically covered in Contract.
- (b) Contract does not include the right for Concessionaire to sell space for either temporary or permanent signs. City reserves this right to itself.
- (c) Approve the form and price of products to be sold and to require disposable containers (paper or plastic) to be suitable for consumption of the products on Premises immediately after the sale. Bottles shall not be contracted. Under no circumstances shall there be any reuse of these containers by Concessionaire after initial sale or use.
- (d) Approve the sale of products other than those listed above, and the form and price of such additional products.

- (e) Determine that the drinks shall be purchased from Coca-Cola (the City of Saginaw's official drink sponsor/contract) and only from Coca-Cola.
- (f) Supply the cooling equipment (glass front cooler) required by the concession operation.

6. **Concessionaire Responsibilities.** Concessionaire will be responsible to City as follows:

- (a) Concessionaire shall furnish, install, service and maintain in good working order all equipment, including exhaust hood, and supplies required to properly execute Contract. Concessionaire shall furnish all cooking, dispensing and cooling equipment required by the concession operation. Vending equipment shall remain the sole and exclusive property of Concessionaire except for the glass front cooler supplied by the City of Saginaw.
- (b) Concessionaire will operate the concession in accordance with all federal, state, and local laws and all relevant rules and regulations that may be promulgated by the City's Director of Community Services, or his designee ("**Director**").
- (c) The food and drink shall be dispensed by attendants furnished by Concessionaire at Concessionaire's expense. Minor cleanup duties shall consist of keeping tables clean (if any), cleaning up of spilled food and drink, frequent cleaning of windows and floors and removal of all trash within a 50-foot circumference around the food concession.
- (d) Concessionaire shall furnish as part of Contract, all related supplies and condiments.
- (e) Director shall approve the quality, quantity and price schedule of all concession merchandise. Selling price shall exclude all applicable state and local sales tax.
- (f) It is understood that Concessionaire will establish good public relations and promote this concession service to all citizens of Saginaw and its visitors. Concessionaire will establish hours of operation as mandated by Director. Concessionaire will post hours of operation in a conspicuous place for the benefit of the public.
- (g) Concessionaire may provide for the sale of various sundry items (i.e., softball and softball related equipment, etc.). A list of such items being offered for sale and their price must be approved in writing by Director prior to sale.
- (h) Concessionaire may not use Premises for any purposes other than those listed herein.

7. **General Provisions.**

- (a) Concessionaire must not discriminate or Contract discrimination against any person or group of persons in any manner on the basis of handicap, race, color or national origin.
- (b) Concessionaire will refrain from any unlawful employment practices and comply with all lawfully adopted regulations related thereto.
- (c) Concessionaire will furnish service on a fair, equal, and non-discriminatory basis to all users thereof, and will charge fair, reasonable, and non-discriminatory prices for each unit of service.

- (d) Concessionaire must not make additions or alterations to Premises without Director's prior written approval. All additions or alterations must be made at Concessionaire's expense. All additions or alterations installed by Concessionaire must be repaired and/or replaced at Concessionaire's expense, and may be removed by Concessionaire at the expiration or termination of Contract if they may be removed without damaging Premises. All additions and alterations made by Concessionaire which are not removed at the expiration or termination of Contract become property of City without necessity of any legal action.
  - (e) Noncompliance with the terms herein may result in termination of Contract and repossession of Premises by City or its agents. If City undertakes legal action to enforce compliance or collect damages resulting from noncompliance, Concessionaire shall pay all City's court costs and expenses, including reasonable attorneys' fees.
  - (f) Concessionaire covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes according to circular E Employer's Tax Guide, publication 15, as it may be amended. Concessionaire shall provide proof of payment of these taxes within ten days of delivery of Director's written request therefore.
  - (g) Concessionaire must comply with all applicable City, State and Federal Government laws and regulations. All actions brought to enforce compliance will be brought in Tarrant County where Contract was executed and will be performed. Concessionaire will be obligated to conform to any and all changes in City Ordinances and Recreation & Community Services Department policies that occur during the term of Contract.
8. **Accounting.** Concessionaire shall provide Director with an annual financial statement. This shall be submitted not later than sixty (60) days after the termination date of Contract.
9. **Termination.** Concessionaire or City may cancel Contract at any time without cause by notifying a duly authorized representative of the other party, in writing, at least one (1) month prior to such cancellation.
- City may immediately terminate Contract for cause if Concessionaire:
- (a) fails to commence operations within forty-five days after the effective date of Contract;
  - (b) fails to consistently maintain insurance levels as specified herein;
  - (c) possesses or Contracts alcohol, tobacco or controlled substances on Premises;
  - (d) abandons Premises;
  - (e) fails to maintain at all time, the performance bond or other guarantee, as mandated herein;
  - (f) Fails to maintain a valid Health Contract.
10. **Inspection.** Director reserves the right to enter Premises at any time during regular business hours in order to determine whether the terms of Contract are being observed and carried out. Failure to meet Health requirements will result in immediate closure of the concession operation until such time as the discrepancies are corrected and the operation has passed re-inspection.

11. **Contractual Lien.** In the event that Concessionaire willfully holds-over without Director's consent, the property on Premises belonging to Concessionaire shall become subject to a Contractual Landlord's Lien in addition to any applicable statutory liens available in order to secure amounts owed by Concessionaire including the reasonable rental value of Premises.
12. **Abandoned Property.** In the event that Concessionaire abandons Premises, Director may enter and remove and store all property found thereon. Director may also impose reasonable charges for storing such abandoned or seized property, and may sell same at public sale. Concessionaire hereby agrees that any such re-entry or taking of possession of Concessionaire's property after a default by Concessionaire shall not constitute any trespass, act of conversion, or other tort on City's part or in anywise render City liable to Concessionaire.
13. **Relocation.** As a condition of Contract, Concessionaire can be required to relinquish his/her assigned space (Premises) upon request by Director. Concessionaire may be reassigned a space within the designated Willow Creek Park during that period by Director, or Concessionaire may elect to remove his/her concession business from the Park for the period of non-availability. Should the concession be removed, credit will be given for the period of time the space was not available. The non-availability may be for reasons of repair, maintenance, construction, and general upgrading or special activities.
14. **Assignment.** No assignment of Contract or any right or interest therein by either party is effective without the prior written consent of a duly authorized representative of the other party.
15. **Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations but are not liable for delays resulting from force majeure or other causes beyond their reasonable control for reasons including, without limitation, the following: acts of God, or delays of suppliers, subcontractors, utility companies or other carriers.
16. **INDEMNITY.** CONCESSIONAIRE COVENANTS TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF SAGINAW, ITS OFFICERS, EMPLOYEES, OR AGENTS ("**INDEMNITIES**") FROM, AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, COSTS, LIABILITIES, EXPENSES, AND JUDGEMENTS RECOVERED FROM OR ASSERTED AGAINST CITY ON ACCOUNT OF INJURY OR DAMAGE TO PERSON (INCLUDING, WITHOUT LIMITATION ON THE FOREGOING WORKER'S COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, TO THE EXTENT ANY DAMAGE OR INJURY MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, ANY ACTIVITY ASSOCIATED WITH CONCESSIONAIRE'S BUSINESS INCLUDING BUT NOT LIMITED TO: THE QUALITY AND SALE OF FOOD AND/OR DRINKS TO CONCESSIONAIRE PATRONS, THE USE OF FOOD PREPARATION DEVICES, THE OPERATION OF A MOTORIZED OR NON-MOTORIZED CONCESSION STAND; THE EXERCISE OF RIGHTS UNDER THIS CONTRACT; AN ACT OR OMISSION, NEGLIGENCE, OR MISCONDUCT ON THE PART OF CONCESSIONAIRE OR ANY OF ITS AGENTS, SERVANTS, EMPLOYEES, PATRONS, GUESTS, LICENSEES, INVITEES, OR OTHER PERSONS HAVING INVOLVEMENT IN, PARTICIPATION WITH, OR BUSINESS WITH CONCESSIONAIRE, WHETHER AUTHORIZED WITH THE EXPRESS OR IMPLIED INVITATION OR PERMISSION OF CONCESSIONAIRE (COLLECTIVELY "CONCESSIONAIRE'S INVITEES"); INCLUDING ANY INJURY OR DAMAGE RESULTING, PROXIMATELY OR REMOTELY, FROM THE VIOLATION BY CONCESSIONAIRE, OR CONCESSIONAIRE'S INVITEES OF ANY LAW, ORDINANCE, OR GOVERNMENT ORDER OF ANY KIND; INCLUDING ANY INJURY OR DAMAGE IN ANY OTHER WAY ARISING FROM OR OUT OF CONCESSIONAIRE'S EXERCISE OF

RIGHTS UNDER THE CONTRACT; AND INCLUDING INJURY, LOSS, OR DAMAGE CAUSED BY THE **SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES.**

CONCESSIONAIRE COVENANTS AND AGREES THAT IF CITY IS MADE A PARTY TO ANY LITIGATION AGAINST CONCESSIONAIRE OR IN ANY LITIGATION COMMENCED BY ANY PARTY, OTHER THAN CONCESSIONAIRE RELATING TO THIS CONTRACT, CONCESSIONAIRE SHALL, AT ITS OWN EXPENSE, UPON RECEIPT OF REASONABLE NOTICE REGARDING COMMENCEMENT OF LITIGATION, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND CITY IN ALL ACTIONS, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, AND ACTIONS.

17. **Insurance.** Concessionaire must secure and maintain at Concessionaire's expense during the term of Contract, a Commercial General Liability insurance policy with the limits and requirements shown on the attached and incorporated Exhibit A. The Certificate of Insurance must be sent to the Director and must provide 30 days written notice of cancellation, intent to not renew or material change of any coverage required herein. Concessionaire will provide copies of all insurance policies to the City Attorney upon the City Manager's written request.

The amount of all required insurance policies is not deemed to be a limitation on Concessionaire's agreement to indemnify and hold harmless Indemnities, and in the event Concessionaire or Indemnities become liable in an amount in excess of the amount or amounts of the policies, then Concessionaire must save Indemnities harmless from the whole liability.

18. **No Debts.** Concessionaire must incur no debts or obligations on the credit of City.

19. **Notices.** All notices, demands, requests or replies provided for or Contracted by Concessionaire must be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service; (3) by prepaid telegram; or (4) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. All such communications must only be made to the following:

If to City:

City of Saginaw  
Attn: Director of Community Services  
333 West McLeroy Blvd.  
Saginaw, TX 76179  
817-230-0351

If to Concessionaire:

Holleman Enterprises  
Attn: Steve Holleman  
8304 Juniper Dr.  
North Richland Hills, TX 76182  
817-657-7407

Change of address must be made by sending notice as set out above.

20. **Waiver.** No waiver of any breach of any term or condition of Contract waives any subsequent breach of the same.

21. **Severability.** If any clause or provision of Contract is illegal, invalid or unenforceable under present or future law effective during the term of Contract, then the remainder of Contract is not affected thereby, and in lieu of each such clause or provision, a clause or provision (as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable) will be added to Contract automatically.

22. **Entirety Clause.** Contract contains all terms and conditions agreed to by City and Concessionaire. Upon mutual execution, Contract displaces any and all prior agreements, Contracts, leases or contracts whether written or verbal, whether express or implied.

SIGNED IN DUPLICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**CITY OF SAGINAW**

\_\_\_\_\_  
Todd Flippo, Mayor of Saginaw, Texas

Legal form approved \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Bryn Meredith, City Attorney

**CONCESSIONAIRE:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                                  Zip





# City of Saginaw

## City of Saginaw

**Meeting Date:** 5/08/2018

**Staff Contact:** Rick Trice, P.E.  
Director of Public Works

**Agenda Item:** 4d  
(CC-0518-04)

**E-mail:** [rtrice@saginawtx.org](mailto:rtrice@saginawtx.org)

**Phone:** 817-230-0449

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**SUBJECT:** Action regarding Change Order No. 1 to the Park Center Elevated Tank Rehabilitation Contract and Authorization of Amendment No. 2 to Kimley-Horn, Inc. Individual Project Order

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### **BACKGROUND/DISCUSSION**

On November 7, 2017 (cc-1117-04), City Council authorized an Individual Project Order with Kimley-Horn, Inc. in the amount of \$95,000 for the design of the Park Center Elevated Tank rehabilitation project.

On February 20, 2018 (cc-0218-13), City Council authorized Amendment #1 in the amount of \$25,000 to the IPO with KHA to add third party inspection services.

On March 6, 2018 (cc-0318-06), City Council authorized a construction contract in the amount of \$945,329.00 with Tank Pro Inc. for the Park Center Elevated Tank rehabilitation project.

During the sandblasting of the tanks interior it was determined that the majority of the beam structure located under the roof of the tanks was badly deteriorated and beyond repair. The contractor was asked to prepare a Request for Change Order to replace the beams and to seam weld the gaps between the beam and the steel plate comprising the shell of the tank. The seam weld will prevent water intrusion between the beam and the plates to reduce the opportunity for future corrosion. The contractor has provided a Reconciliatory Change Order for the work totaling \$150,573 and 56 additional days added to the contract time. The construction contract has \$50,000 in allowances to provide for unforeseen costs. The allowance item will be reduced by \$25,902 to provide the required funding for the Change Order. The net Change Order will be \$124,671 and 56 days.

KHA has also requested authorization of Amendment #2 to their work order that will compensate them for the additional time for construction administration, including the third party inspection.

<b>Total Budget amount</b>	<b>\$1,200,000.00</b>
Design/Construction phase services	\$ 95,000.00
Construction	\$ 945,329.00
<u>Construction Change Order #1</u>	\$ 124,671.00
KHA IPO Amendment #1	\$ 25,000.00
<u>KHA IPO Amendment #2</u>	\$ 10,000.00
<b>Total</b>	<b>\$1,200,000.00</b>

**FINANCIAL IMPACT:**

Overall funding in the amount of \$1,200,000 for construction and engineering was approved in the 2017-2018 Budget (Water & Wastewater, Account 05-7020-55-00, EF Capital Projects).

**RECOMMENDATION:**

Staff recommends that Change Order #1 in the amount of \$124,671.00 with Tank Pro Inc. and Amendment #2 to Kimley-Horn, Inc. IPO, in the amount of \$10,000 for the Park Center Elevated Tank Rehabilitation Project be approved.

Attachments

Reconciliatory Change Order #1

Amendment #2 KHA IPO

Budget Information

**RECONCILIATORY CHANGE ORDER**

PROJECT DESCRIPTION: Park Center Elevated Storage Tank Rehabilitation  
 KHA Project No.: 061003121  
 OWNER: City of Saginaw  
 CONTRACTOR: Tank Pro, Inc.  
 ORIGINAL CONTRACT AMOUNT: **\$945,329.00**  
 REVISED CONTRACT AMOUNT PER CHANGE ORDER No. 1: **\$1,070,000.00**  
 REVISED CONTRACT AMOUNT PER CHANGE ORDER No. 2:  
 REVISED CONTRACT AMOUNT PER CHANGE ORDER No. 3:

**CHANGE OR EXTRA WORK TO BE PERFORMED**

Item No.	Approx. Quantity	Description of Item	Unit Price	Decrease in Contr. Price	Increase in Contr. Price
29	300	Seam Welding Repair	\$20.00		\$ 6,000.00
35	(0.52)	Project Allowance	\$50,000.00	\$ (25,902.00)	
36	1	Roof Rafter Removal and Replacement	\$144,573.00		\$ 144,573.00
Total Increase in Contract Amount:					\$ 150,573.00
Total Decrease in Contract Amount:					\$ (25,902.00)
Net Increase in Contract Amount:					\$124,671.00
Revised Contract Amount:					<b>\$1,070,000.00</b>
Net Increase/(Decrease) in Contract Time of Completion:					56
Revised Contract Time of Completion:					176

Substantial Completion: 9/11/2018

Submitted by:  
 Tank Pro, Inc.

Approved by:  
 Kimley-Horn and Associates, Inc.

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Andrew Simonsen, P.E.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by:  
 Inspector, City of Saginaw

Approved for Payment:  
 City of Saginaw

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Signature of Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NUMBER 02 TO THE AGREEMENT BETWEEN Client AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 02 dated May 01, 2018 to the agreement between City of Saginaw ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 31, 2017 ("the Agreement") concerning Park Center Elevated Storage Tank Rehabilitation (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include Additional Services to be performed by Consultant for additional compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant shall perform the following Construction Contract Administration Additional Services:

1. Provide Construction Contract Administration, as indicated in Individual Project Order No. Park Center Elevated Storage Tank Rehabilitation, for an additional period of 2 months.
2. Provide Resident Project Representative, as indicated in Amendment Number 01, for an additional period of 2 months.

Consultant will perform the Additional Services set forth above on a labor fee plus expense basis. Consultant recommends the Client budget \$10,000 for this task.

Client:  
CITY OF SAGINAW  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Consultant:  
KIMLEY-HORN AND ASSOCIATES, INC.  
By: *Jeff James*  
Title: SR. VICE PRESIDENT  
Date: 5/1/18

**CITY OF SAGINAW  
BUDGET SUPPLEMENT  
2017-2018**

**WATER & WASTEWATER**

<b>05-6826-50-00</b>	<b>WATER TESTING</b>	<b>\$</b>		<b>32,500</b>
<p>This account includes all lab fees and any other costs incurred for water samples such as monthly bacteriological sampling and annual water testing required by TCEQ . We are now required to do nitrate and nitrite water sampling and record the results. In addition beginning in March 2018 the next phase of non-regulated contaminant sampling called UCMR 4 will begin. We contract with an EPA certified lab to do this sampling. The results are sent to the EPA and are required to be posted in our CCR.</p>				
<b>05-6850-50-00</b>	<b>TELEPHONE EXPENSES</b>	<b>\$</b>		<b>14,325</b>
<p>W/WW share of telephone expense. This account includes cell phones and dept share of city wide phone system.</p>				
<b>05-7000-50-00</b>	<b>CAPITAL OUTLAY/SPECIAL REQUEST</b>	<b>\$</b>		<b>25,000</b>
	Pickup service truck replacement	\$	25,000	
		\$	-	
		\$	25,000	
<b>05-XXXX-55-00</b>	<b>EF CAPITAL PROJECTS</b>	<b>\$</b>		<b>2,214,000</b>
05-7003-55-00	S Hampshire 16" water line (impact fees \$692,000)	\$	692,000	
05-7018-55-00	Saginaw Blvd 12" water line PH 2 (impact fees \$322,000)	\$	322,000	
		\$	-	
<b>05-7020-55-00</b>	<b>Park Center Tank Rehab</b>	<b>\$</b>	<b>1,200,000</b>	
	fund balance		1,005,605	
	escrow transfer		0	
	developer cont.		0	
	impact fees		1,014,000	
		\$	2,214,000	
				<b>\$ 10,275,475</b>



# City of Saginaw

**Meeting Date:** 5/08/2018

**Staff Contact:** Gabe Reaume  
City Manager

**Agenda Item:** 5  
(CC-0518-05)

**E-mail:** [greume@saginawtx.org](mailto:greume@saginawtx.org)

**Phone:** 817-230-0324

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**SUBJECT:** Proclamation - Emergency Medical Services Week

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**BACKGROUND/DISCUSSION**

Mayor Flippo will read a proclamation declaring the week of May 20-26, 2018 to be Emergency Medical Services Week with the theme “*EMS STRONG: Stronger Together*”.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

Attachments

Proclamation



Office of the Mayor

# Proclamation

## City of Saginaw

WHEREAS, emergency medical services (EMS) is a vital public service; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, EMS is an important member of the healthcare community; and

WHEREAS, personnel from MedStar, Saginaw Fire and Police Departments stand ready to provide compassionate, lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of EMS practitioners by designating Emergency Medical Services Week; now

THEREFORE, I, Todd Flippo, Mayor of the City of Saginaw, Texas, in recognition of this event do hereby proclaim the week of May 20-26, 2018, as **EMERGENCY MEDICAL SERVICES WEEK**, with the theme "*EMS STRONG: Stronger Together*".

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the City of Saginaw, Texas to be affixed this 8th day of May, 2018.

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Todd Flippo, Mayor





# City of Saginaw

**Meeting Date:** 5/08/2018

**Staff Contact:** Gabe Reaume  
City Manager

**Agenda Item:** 6  
(CC-0518-06)

**E-mail:** [greaume@saginawtx.org](mailto:greaume@saginawtx.org)

**Phone:** 817-230-0324

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**SUBJECT:** Annual MedStar Mobile Healthcare Update

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**BACKGROUND/DISCUSSION:**

Matt Zavadsky, Chief Strategic Integration Officer for MedStar Mobile Healthcare, will give a brief update regarding their services.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**Attachments**

None





# City of Saginaw

## City of Saginaw

**Meeting Date:** 5/08/2018

**Staff Contact:** Gabe Reaume  
City Manager

**Agenda Item:** 7  
(CC-0518-07)

**E-mail:** [greaume@saginawtx.org](mailto:greaume@saginawtx.org)

**Phone:** 817-230-0324

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**SUBJECT:** Presentation of Government Finance Officers Association Distinguished Budget Presentation Award to Finance Director Kim Quin

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**BACKGROUND/DISCUSSION:**

This is the 31<sup>st</sup> year that the City has received the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award. The award is for the fiscal year beginning October 1, 2017.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

Attachments

Press Release from GFOA



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

## **FOR IMMEDIATE RELEASE**

April 2, 2018

**For more information, contact:**

**Technical Services Center**  
**Phone: (312) 977-9700**  
**Fax: (312) 977-4806**  
**E-mail: [budgetawards@gfoa.org](mailto:budgetawards@gfoa.org)**

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Saginaw, Texas**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Kim Quin, Assistant Finance Director**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

*Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.*

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780

[www.gfoa.org](http://www.gfoa.org)



# City of Saginaw

## City of Saginaw

**Meeting Date:** 5/08/2018

**Staff Contact:** Doug Spears  
Interim Police Chief

**Agenda Item:** 8  
(CC-0518-08)

**E-mail:** [policechief@saginawpolice.org](mailto:policechief@saginawpolice.org)

**Phone:** 817-230-0374

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**SUBJECT:** Action regarding approval of Ordinance No. 2018-04, Amending Article II of Chapter 54 of the Saginaw City Code, "Discharge of Certain Weapons" to add regulations for the discharge of firearms, spring guns, or other dangerous weapons

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**BACKGROUND/DISCUSSION:**

Ordinance No. 2018-04 addresses needed revisions to Article II of Chapter 54 of the City Code. The current ordinance does not address the discharge of actual firearms. It only addresses BB, pellet, air or dart guns, and other non-typical firearm devices. Additional information is included in the attached memo.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of Ordinance No. 2018-04, amending Article II of Chapter 54 of the Saginaw City Code, "Discharge of Certain Weapons" to add regulations for the discharge of firearms, spring guns, or other dangerous weapons.

Attachments

Memo from Captain Ragsdale  
Proposed Ordinance

**SAGINAW POLICE DEPARTMENT  
INFORMATIONAL MEMO**



TO: Doug Spears, Interim Police Chief  
FROM: Russell Ragsdale, Captain  
REF: Firearms Discharge Ordinance Modifications  
DATE: May 1, 2018

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Saginaw City Code, Chapter 54, Offenses and Miscellaneous Provisions, Article II. Discharge of Certain Weapons, Section 54-31 through 54-35, is in need of significant modification. Primary concern is the ordinance does not address the discharge of actual firearms, it currently only addresses BB, pellet, air or dart guns and other non-typical firearm devices. Paragraph (b) of 54-31 identifies non-typical prohibited weapons and states, “other than firearms, the discharge of which is prohibited and regulated by separate ordinance”. At issue is there is not another ordinance in any of the City codes or ordinances that address or prohibit the discharge of firearms within the City.

The requested revisions incorporate necessary clarification and places all firearms related ordinances within the same Article and Section as it should be. I have included a provision, mirroring other cities with similar large farm or agricultural tracts, allowing the actual property owner or their immediate family member to obtain a free permit for the discharge of certain firearms or for hunting upon their own property, provided the the acreage meets or exceeds a 50 acre minimum. There are only a couple of land parcels remaining that would likely meet the 50 acre size requirement. Preference would be to eliminate the permit option for firearms discharge to assist in eliminating firearms discharge complaints and to maintain consistent regulation throughout the City.

Necessary sections have been added to include definitions, permitting, fees, permit revocation and penalties.

**SUMMARY**

The reason for seeking modifications to the ordinance is that current ordinance allows prohibition for the discharge of BB guns, pellet guns, slingshots, bow and arrow and even the use of nunchakus within the city limits, however there are not provisions to regulate the discharge of traditional firearms within the city. State Law prohibits discharge of a firearm across a roadway or property line, but does not necessarily regulate shooting on an individual’s own property. Without recommended revision to the ordinance, an individual could technically install a bullet trap/stop on their property and routinely discharge a large caliber firearm and there is little legal means we could apply to prevent or address it. In today’s society and the unfortunate reoccurrence of gun violence and tragic active shooter events it justifiably causes significant alarm to citizens and police alike when gunshots are heard and reported. The recommended revisions to the ordinance provides the police department with a necessary enforcement mechanism preventing the discharge of firearms in areas where it poses a significant safety concern.

ORDINANCE NO. 2018-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SAGINAW AMENDING ARTICLE II OF CHAPTER 54 OF THE SAGINAW CITY CODE, “DISCHARGE OF CERTAIN WEAPONS” TO ADD REGULATIONS FOR THE DISCHARGE OF FIREARMS, SPRING GUNS, OR OTHER DANGEROUS WEAPONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Saginaw, Texas is a home rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City of Saginaw, Texas has a substantial interest in protecting the health, safety, welfare of the general public; and

**WHEREAS**, the City of Saginaw, Texas finds its current regulations regarding the discharge of certain weapons within the City to be in need of updating to include the discharge of firearms, spring guns, and other dangerous weapons; and

**WHEREAS**, the City of Saginaw, Texas finds that enacting these amendments to be necessary in protecting the health, safety, welfare of the general public; and

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

**SECTION 1.**

Article II of Chapter 54 of the Saginaw City Code, “Discharge of Certain Weapons”, is hereby amended to read as follows:

**ARTICLE II. DISCHARGE OF CERTAIN WEAPONS**

**Sec. 54-31. Definitions.**

As used in this article, the following terms shall have the respective meanings ascribed to them:

- (a) *Archery equipment* means any weapon consisting of a curved, flexible strip of material with a cord, cable or string strung taut between the two ends in which to discharge an arrow, bolt or other similar object and shall be held to include, but not be limited to, the following: bow, compound bow, crossbow, long bow, recurve bow or other similar weapons.

- (b) *Air Gun* means any weapon constructed to discharge a steel, zinc or copper projectile by means of compressed air or compressed gas and shall be held to include, but not be limited to, the following: air rifles, air guns, air pistols, BB guns, pellet guns and other similar air or gas propelled weapons. The term does not include Airsoft guns.
- (c) *Airsoft gun* means any weapon constructed to discharge a plastic BB or pellet by means of compressed air, compressed gas or electric motor. Airsoft Guns are typically used for game play and team competitions, and are not designed to harm or penetrate a target.
- (d) *Centerfire* means a cartridge which has a centrally located primer in the base of the case, which is for the most part removable.
- (e) *Dangerous Weapon* means any weapon or device, not specifically defined in this section and of any description by whatever name known that is capable of discharging a projectile a greater distance than 30 feet.
- (f) *Firearm* means any weapon designed, made or adapted to discharge a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use and shall include, but not be limited to, the following: handguns, long-guns, pistols, rifles, revolvers, shotguns and other similar weapons.
- (g) *Game Animal, Upland Game Bird and Migratory Game bird* shall have the meaning as defined in the current "Texas Parks and Wildlife, Outdoor Annual, Hunting and Fishing Regulations" manual.
- (h) *Muzzleloader* means any rifle, shotgun, or pistol which is designed to be loaded from the muzzle and designed to use black powder, or a black powder substitute, and which cannot use rimfire or Centerfire ammunition.
- (i) *Projectile* shall include, but not be limited to, the following: arrow, ball, BB, bullet, dart, missile, pellet, projectile, rock, shot, slug or other solid object of similar material.
- (j) *Rimfire Cartridge* means a cartridge which contains the priming mixture within the rim of the base of the cartridge.
- (k) *Sport Shooting Range* means a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting
- (l) *Slingshot* means any weapon made or constructed to discharge a projectile by means of rubber or elastic force.
- (m) *Spring Gun* means any spring operated weapon constructed to discharge a projectile by means of spring tension.

- (n) *Weapon* means archery equipment, air gun, dangerous weapon, firearm, slingshot, spring gun or zip gun as defined in this section.
- (o) *Zip Gun* means a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

**Sec. 54-32. Prohibited.**

It shall be unlawful for any person to discharge, shoot, propel, hurl or fire any archery equipment, air gun, dangerous weapon, firearm, muzzleloader, slingshot, spring gun, or zip gun, as defined in Sec 54-31, unless the said person has first obtained a permit for such discharge, as defined in section 54-36.

**Sec. 54-33. Minors not permitted to discharge weapons.**

It shall be unlawful for a parent or any other person having legal custody or control of any child under the age of 18 years to permit such child to discharge any archery equipment, air gun, dangerous weapon, firearm, muzzleloader, slingshot, spring gun, or zip gun, as defined in section 54-31, within the corporate limits of the city, unless the parent or legal guardian of the child is present at the time of the discharge and a permit has been issued. A violation of section 54-31 by any child under 18 years of age shall be prima facie evidence of the guilt of the parent or other person having legal control or custody of such child. This shall be rebuttable by proof that such violation occurred without the knowledge or consent of the adult.

**Sec. 54-34. Minors not to carry weapons.**

It shall be unlawful for any child under 18 years of age to carry or transport any archery equipment, air gun, dangerous weapon, firearm, muzzleloader, slingshot, spring gun, or zip gun, as defined in section 54-31, within the corporate limits of the city unless such child is accompanied by an adult person during the time of such carrying or transport. It shall be the duty and right of any police officer of the city if he shall find a child in possession of such device in violation of this section to take such weapon into his official custody, delivering a written and signed receipt to the person from whom it is taken. The receipt shall have printed notice thereon that such property may be reclaimed by the parent or person having legal custody of such child at the city police station. Prompt notice shall be mailed to the parent or custodian, if their name and address is furnished by the child, of the seizure of such property and the right of the parent or custodian to reclaim it.

**Sec. 54-35. Exemptions.**

- a) This article shall not be construed as to prohibit the discharge of any archery equipment, air gun, dangerous weapon, firearm, slingshot, spring gun, or zip gun, as defined in section 54-31, by any police officer, member of the armed forces of the state or nation, a veterinarian or animal control officer, or their agents or employees, in the regular discharge of their duties or to the discharge of archery equipment or other named devices herein during sporting events

supervised by municipal or school authorities with adequate supervision and control to prevent errant carriage of the propelled devices into areas dangerous to the general public.

- b) This article shall not prohibit the discharge of a weapon at a range or other similar location so specifically designed, provided such discharge is in the course of regular functions and training, and such range is operated by a governmental entity or a branch of the armed services.
- c) This article shall not prohibit the discharge of a firearm or air gun at a Sport shooting range.
- d) This article shall not prohibit the reasonable discharge of a weapon for the necessary and lawful protection of one's person, premises or property.
- e) This article shall not prohibit the discharge of a firearm by a landowner, who is engaged in a farm operation and the discharge is for the purpose of protecting crops, poultry or livestock from birds or animals.

**Sec. 54-36. Permit required for discharge of weapons.**

A permit to discharge a weapon may be issued to individuals who comply with the following criteria:

- a) An application for a permit shall be filed in writing on forms provided by the City and accompanied by a fee, if any.
- b) Persons over eighteen (18) years of age may apply for an individual permit to discharge archery equipment, air guns, firearms, muzzleloaders, or spring guns. The parent or legal guardian of a child under eighteen (18) years of age may apply for a permit, on behalf of the child, to discharge archery equipment, air guns, firearms, muzzleloaders, or spring guns, provided that the parent or legal guardian accompanies the child at the time of such discharge.
- c) Persons applying for a permit, other than a landowner or his immediate family, must present written proof of having successfully completed a Hunter Education Training Course approved or recognized by the State of Texas.
- d) Persons applying for a permit, other than a landowner or his immediate family, must present a valid Texas Hunting License, if intending to hunt game or non-game animals, upland game birds or migratory game birds.
- e) Persons applying for a permit must present proof of land ownership, or written permission from a landowner or landowner's agent to discharge a weapon on said property, along with any type of hunting that has been authorized (game animal, upland game bird, and migratory game bird).



- f) A topographical map shall be required identifying the parcel of land in which the discharge of a weapon will be allowed.

**Sec. 54-37. Limitations on permits.**

Permits issued for the discharge of any archery equipment, air gun, firearm or spring gun, as defined in section 54-36, shall be subject to the following limitations:

- a) The property upon which the discharge will occur shall be at least fifty (50) contiguous acres.
- b) The holder of a permit shall not discharge any archery equipment, air gun, firearm, or spring gun within 300 feet of a residence or occupied building located on another property.
- c) The holder of a permit will not allow the discharge of any archery equipment, air gun, firearm, muzzleloader, or spring gun in a manner that the projectile is likely to travel on, over or across an adjacent tract of land.
- d) Permits issued for the discharge of firearms or muzzleloaders shall be limited to rim-fire calibers and shotguns, not exceeding 12 gauge. No Centerfire calibers will be authorized by permit.
- e) The holder of a permit agrees to carry the permit with them at all times while discharging a weapon and shall produce it upon demand by any law enforcement officer
- f) The holder of a permit agrees that no discharge of any archery equipment, air gun, firearm, muzzleloader, or spring gun or other weapon will occur prior to 7am nor later than 9pm, Monday – Saturday, and that no discharge will occur on Sundays.
- g) The permit holder understands and agrees that they must accompany their child who is under 18 years of age at any time the child discharges any weapon pursuant to this permit.
- h) The holder of a permit understands and agrees that the issuance of this permit in no way relieves them of any civil and/or criminal liability for any action that may result from the improper use of any archery equipment, air gun, firearm, muzzleloader, spring gun or other weapon.
- i) The holder of a permit understands and agrees that the issuance of this permit in no way relieves them of responsibility for adhering to State and Local laws, regulations or licensing requirements for the taking of game or non-game animals.
- j) The holder of a permit understands and agrees that the City of Saginaw, its agents, or employees, are not liable for any actions of the holder in regards to the issuance of this permit.
- k) Permits issued for the sole purpose of taking game animals, upland game birds or migratory game birds shall expire at the end of the current hunting season, as identified by the Texas Parks and Wildlife Department.

- l) Permits issued to landowners or their immediate family will expire on December 31<sup>st</sup> of each year.
- m) Permits issued to persons, other than a landowner or his immediate family, will expire six months after issuance.

**Sec. 54-38 Fees**

Permit fees shall be determined by Council Resolution. However, no fee shall be required for a permit issued to a landowner or his immediate family to discharge a weapon on property owned by said landowner.

**Sec. 54-39. Revocation of permit.**

A violation of any provisions of this article, or any permit issued hereunder, or on any property for which a permit has been issued, may result in the cancellation of all permits for the discharge of any archery equipment, air gun, firearm, muzzleloader or spring gun on such property and the denial of future applications for permits on such property.

**Sec. 54-40. Penalty.**

Any person violating this Chapter is guilty of a misdemeanor and shall be punished by a fine not to exceed \$500. Any weapons used or carried in violation of this Chapter shall be seized and impounded by a police officer to be disposed of through prescribed legal procedures.

**Sec. 54-41. Application of article.**

This article is not intended to prohibit the discharge or use of:

- (1) Toy guns and toy bows, including Airsoft guns, propelling blunt plastic bullets and blunt rubber tipped arrows, or similar non-dangerous devices for a distance of not more than 30 feet;
- (2) Toy devices launching toy airplanes, spinning wheels and similar nondangerous objects for a distance of not more than 30 feet;
- (3) Sporting equipment hurling or propelling projectiles of various kinds for practice and game purposes; or
- (4) Pinball and target games wherein the projectiles are propelled within an enclosed gaming area of not more than 30 square feet.

**Secs. 54-42--54-60. Reserved.**

**SECTION 4.**

That this ordinance shall be cumulative of all other ordinances of the City of Saginaw and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

**SECTION 5.**

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

**SECTION 6.**

That all rights or remedies of the City of Saginaw, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding the discharge of any weapon that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**SECTION 7.**

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each violation of this ordinance.

**SECTION 8.**

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

**SECTION 9.**

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

**PASSED AND APPROVED ON** this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

TODD FLIPPO, MAYOR

ATTEST:

---

JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

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BRYN MEREDITH, CITY ATTORNEY

City of Saginaw  
**PERMIT TO DISCHARGE WEAPON**

Applicant's Name (Must be 18 years of age or older)

Date

Name of child(ren) if under 18 years of age (include Date of Birth)

Home Address

City

State

Driver's License/ID#

State

Date of Birth

Height

Weight

Home Phone

Work Phone

Cell Phone

Location of Property (Use street address or names of boundary roads)

Are you the Land Owner or an immediate family member  Yes  No

Size of Property(in contiguous acres)\_\_\_\_\_

I hereby request a permit from the City of Saginaw to discharge weapons within the city limits. I have read the limitations associated with this permit request, and I agree to abide with them. I further understand the City may reject or revoke this permit at any time for violation of these limitations. (Limitations are listed on reverse side)

I request a permit to discharge the following type of weapon(s):

- Archery Equipment       Air Gun       Slingshot       Spring Gun  
 Firearm- (Specify firearm type)  
     Rim-fire  
     Shotgun (no larger than 12 gauge)

I request a permit for the following reason(s):

- Hunting of Game Animals, Game Birds and Migratory Game Birds  
 Hunting non-game animals  
 Target shooting

SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Applicant Signature

Notary Public for the State of Texas

My Commission Expires\_\_\_\_\_.

**Land Owners Permission and Assumption of Responsibility**

(Required if applicant is not the land owner)

I hereby certify and swear that I am the owner of the above described property, and that I have granted permission for the applicant to utilize said property for the discharge of a weapon as identified above. I accept full and legal responsibility for all injuries and damages resulting from applicants actions associated with this permit and agree that I have requested the City of Saginaw to issue this permit on my behalf and will in no way hold the City liable for the actions of the applicant.

SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Landowner Signature

Notary Public for the State of Texas

Land Owner Address

My Commission Expires\_\_\_\_\_.

Home Phone #

Cell Phone #

Reviewing Official \_\_\_\_\_  
Initials & ID#

Date

Approved Expires \_\_\_\_\_  
 Denied

#### Limitations-

Permits issued for the discharge of any archery equipment, airgun, firearm, muzzleloader or spring gun, as defined in section 54-3 of the Ordinances of the city of Saginaw, shall be subject to the following limitations:

- a) The property upon which the discharge will occur shall be at least fifty (50) contiguous acres.
- b) The holder of a permit shall not discharge any archery equipment, airgun, firearm, and muzzleloader or spring gun within 300 feet of a residence or occupied building located on another property.
- c) The holder of a permit will not allow the discharge of any archery equipment, airgun, firearm, muzzleloader or spring gun in a manner that the projectile is likely to travel on, over or across an adjacent tract of land.
- d) Permits issued for the discharge of firearms shall be limited to rim-fire calibers and shotguns, not exceeding 12 gauge. No center-fire calibers will be authorized by permit.
- e) The holder of a permit agrees to carry the permit with them at all times while discharging a weapon and shall produce it upon demand by any law enforcement officer.
- f) The holder of a permit agrees that no discharge of any archery equipment, airgun, firearm, muzzleloader or spring gun or other weapon will occur prior to 7am nor later than 9pm, Monday – Saturday, and that no discharge will occur on Sundays.
- g) The permit holder understands and agrees that they must accompany their child who is under 18 years of age at any time the child discharges any weapon pursuant to this permit.
- h) The holder of a permit understands and agrees that the issuance of this permit in no way relieves them of any civil and/or criminal liability for any action that may result from the improper use of any archery equipment, airgun, firearm, muzzleloader, spring gun or other weapon.
- i) The holder of a permit understands and agrees that the issuance of this permit in no way relieves them of responsibility for adhering to State and Local laws, regulations or licensing requirements for the taking of game or non-game animals.
- j) The holder of a permit understands and agrees that the City of Saginaw, its agents, or employees, are not liable for any actions of the holder in regards to the issuance of this permit.
- k) Permits issued for the sole purpose of taking game animals, upland game birds or migratory game birds shall expire at the end of the current hunting season, as identified by the Texas Parks and Wildlife Department.
- l) Permits issued to landowners or their immediate family will expire on December 31<sup>st</sup> of each year.
- m) Permits issued to persons, other than a landowner or his immediate family, will expire six months after issuance.



# City of Saginaw

**Meeting Date:** 5/08/2018

**Staff Contact:** Gabe Reaume  
City Manager

**Agenda Item:** 9  
(CC-0518-09)

**E-mail:** [greaume@saginawtx.org](mailto:greaume@saginawtx.org)

**Phone:** 817-230-0324

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**SUBJECT:** Discussion of Youth Advisory Council and Sister Cities Program

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**BACKGROUND/DISCUSSION:**

City Manager Reaume will present information on a Youth Advisory Council and the Sister Cities Program.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**Attachments**

N/A