

**SAGINAW CITY COUNCIL**  
**NOTICE OF MEETING,**  
**PUBLIC HEARING & WORKSHOP**

**Meeting, Public Hearing, Workshop, and/or Executive Session Agenda**  
**6:00 p.m. – Tuesday, July 17, 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   | Rabbi Mordecai Griffin<br>Sar Shalom Synagogue |
| (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 the contested item will be heard separately. |  |
| (a) | CC-0718-01<br>Action regarding Minutes, June 26, 2018  | Mayor Todd Flippo                              |
| (b) | CC-0718-02<br>Action regarding Disposal of City Surplus Items and Agreement with Tommy Lutes Auctioneers for Auction of City Surplus Items   | Director of Public Works<br>Rick Trice, P.E.   |
| (c) | CC-0718-03<br>Action regarding Public Safety Radio Communication System  | Interim Police Chief<br>Doug Spears            |

- (d) CC-0718-04  
 Action regarding City of Fort Worth Regional Radio  
 Communications System Subscriber Agreement

Interim Police Chief  
 Doug Spears
- (e) CC-0718-05  
 Action regarding County Wide Interlocal Agreement  
 for Mutual Aid in Fire Protection and Emergency  
 Medical Services

Interim Police Chief  
 Doug Spears
- (5) CC-0718-06  
**Public Hearing** - Consideration and Action regarding  
 an ordinance to: 1) add a new Article V, “Special Event  
 Permit”, to Chapter 54 of the City Code, governing  
 certain special events, and, based on a recommendation  
 from the Planning and Zoning Commission, to amend the  
 Zoning Regulations of the City by amending Section 8-7  
 of the City Code, to clarify conflicting language regulating  
 special events for commercial property  
 (Ordinance 2018-09)

Interim Police Chief  
 Doug Spears  
 Director of Public Works  
 Rick Trice, P.E.
- (6) CC-0718-07  
 Overview of Proposed Food Truck Park at  
 Willow Creek Park

Director of Public Works  
 Rick Trice, P.E.
- (7) CC-0718-08  
**Public Hearing** – Regarding a proposed project within  
 Willow Creek Park owned and operated by the City of  
 Saginaw and located immediately north of a 1.5 acre tract  
 on the hard northwest corner of Longhorn Road and South  
 Knowles Drive. Proposed Project would utilize approximately  
 1.25 acres of the park property as a food truck court open to  
 the public and is expected to include basic infrastructure for  
 such use

Director of Economic Development  
 Alora Wachholz
- (8) CC-0718-09  
 Consideration and Action regarding Appointment  
 to Advisory Recreation and Parks Board

City Secretary  
 Janice England
- (9) CC-0718-10  
 Consideration and Action regarding Proposal for  
 Professional Architectural Services for the City of  
 Saginaw Municipal Facilities Needs Assessment and  
 “Town Center” Conceptual Design

City Manager  
 Gabe Reaume
- (10) Recess into Workshop

Mayor Todd Flippo

- (11) WS-0718-01
  - a. Enterprise Fund
  - b. Enterprise Escrow Funds
  - c. Utility Billing Policies

City Manager  
Gabe Reaume

- (12) Reconvene Back into 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
- b. Laws governing economic development incentives

- (14) Adjournment

Mayor Todd Flippo

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

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

**CITY OF SAGINAW  
MINUTES OF SPECIAL CITY COUNCIL MEETING  
AND PUBLIC HEARING  
HELD AT THE SAGINAW CITY HALL  
333 WEST MCLEROY BLVD.  
JUNE 26, 2018**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	David Flory
Councilmember	Patrick Farr
Councilmember	Valerie Tankersley
Councilmember	Charles Tucker
Councilmember	Mary Copeland
City Attorney	Bradley Anderle
City Engineer	Andrew Simonsen, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Interim Police Chief	Doug Spears
Police Captain	Russell Ragsdale
Fire Division Chief	Bobby Davenport
Director of Public Works	Rick Trice, P.E.
Director of Community Svcs.	Keith Rinehart
Director of Economic Dev.	Alora Wachholz
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Chief Building Official	Kevin McMillin
Administrative Intern	Jarod Rosson
Police Officer	Brandon Papethien

Absent from the meeting:

Councilmember	Sheri Adams
Councilmember	Cindy Bighorse

Visitors at the meeting:

Sheila Tucker	Chris Tucker
JoAnn Tucker	Chris Tucker Jr.
Lawrence Lakey	Pamela Lakey
Richard Kane	Peggy Dietz
Frances Patty	Jan Young
Kelly Stewart	Fred Stewart
Tasha Perez	Charity DeVille
Camden Motley	

(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

Councilmember Copeland gave the invocation

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

(a) CC-0618-14

Action regarding Minutes, June 19, 2018

(b) CC-0618-15

Action regarding purchase of 2018 Chevrolet 1500 Single Cab Pick Up Truck for the Public Services Department from James Wood Chevrolet

*Summary: The 2017-2018 Public Services Budget included funds in the amount of \$25,000 for the purchase of a new service truck (Public Services, Account 01-7000-06-00, Capital Outlay/Special Request). Typically truck purchases have been made through the HGAC/Buy Board Program, however, due to lengthy delivery time, staff elected to solicit bids for this purchase. Three bids were received with the low bid being from James Wood Chevrolet in the amount of \$21,464.63. This bid is also lower than the HGAC/BuyBoard quote of \$23,709.85. State Law requires that the City contact two Tarrant County Historically Underutilized Businesses (HUB's) if the procurement is between \$3,000 and \$50,000. Staff reviewed available HUB's though the Texas Comptroller's database and found no available vendors for this item. There are no further bidding requirements to purchase this item. Staff recommends approval of the purchase of one 2018 Chevrolet 1500 Single Cab Pickup Truck for the Public Services Department from James Wood Chevrolet.*

(c) CC-0618-16

Action regarding Resolution No. 2018-17, Economic Development Incentive Policy and Application

*Summary: A workshop item was presented to the Council at the June 19, 2018 Council Meeting to discuss an Economic Development Incentive Policy and Application. The document outlines the procedural guidelines associated with review and final determination of any future incentive requests, as well as expectations of applicants as to the process by which they apply for incentive and the items of importance to consideration. The proposed policy is for staff use and direction and will be reviewed and updated on a standard, biennial basis.*

Motion was made by Mayor Pro-Tem Flory with a second by Councilmember Tankersley to approve the Consent Agenda as presented. Motion carried unanimously. 5-0-0-2

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

Against: None

Abstain: None

Absent: Councilmembers Adams and Bighorse

- (5) CC-0618-17  
Consideration and Action regarding Resolution No. 2018-18, Canvassing Returns and Declaring Results of Run-Off Election for Council Place 4 held on June 16, 2018

City Secretary England stated that Resolution No. 2018-18 canvasses the Run-Off Election held on June 16, 2018. She explained that a total of 229 votes were cast with Charlie Tucker receiving 179 votes (78.17%).

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Flory to approve Resolution No. 2018-18, canvassing the returns and declaring the results of the Run-Off Election for Council Place 4 held on June 16, 2018. Motion carried unanimously. 5-0-0-2

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

Against: None

Abstain: None

Absent: Councilmembers Adams and Bighorse

- (6) CC-0618-18  
Oath of Office for Councilmember Place 4

Councilmember Place 4 – Charles Tucker was given the oath of office by City Secretary England.

*(Councilmember Tucker took his seat with the City Council at this point.)*

- (7) CC-0618-19  
Consideration and Action regarding Appointment of Member to Crime Control and Prevention District Board of Directors

City Secretary England explained that the Mayor and Councilmembers serve as the Crime Control and Prevention District Board of Directors. She stated that the Council needs to take action to remove former Councilmember Adams from the Board and to appoint Councilmember Tucker to the Board.

Motion was made by Councilmember Tankersley with a second by Councilmember Farr to remove former Councilmember Adams from the Board and to appoint Councilmember Tucker to the Board. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

- (8) CC-0618-20  
Policy Discussion regarding Quiet Zones

Director of Public Works Trice gave a presentation explaining railroad quiet zones and the process for permitting them through the Federal Railroad Administration. He explained that in 2010 a Quiet Zone Study was conducted that examined several railroad crossings for possible future quiet zone conversion. He also explained the process of establishing a quiet zone and the mechanics of how quiet zones operate.

*Mayor Flippo left the meeting at this time due to a conflict of interest regarding Items 9, 10, and 11.*

- (9) CC-0618-21  
Consideration and Action regarding authorization for City Manager to execute the Notice of Establishment and supporting documentation for the Bailey Boswell Quiet Zone

Mayor Pro-Tem Flory called the Council's attention to the background information included in the meeting packet for this item. He explained that the staff has recommended that the City Manager be authorized to execute the Notice of Establishment and supporting documents for the Bailey Boswell Quiet Zone.

Councilmember Copeland explained that she is opposed to quiet zones in principle. She stated that railroad crossings are a major safety hazard and very dangerous. She added that everything possible needs to be done to make crossings safe. Councilmember Farr stated that he shares Councilmember Copeland's concerns. However several changes have been made to the development in the area of the crossing. These changes include an eight foot wall to prevent access to the railroad track by children and the elimination of a park adjacent to the tracks. He explained with those two changes he believes the quiet zone can be appropriately used. City Manager Reaume explained that City Staff would never make a recommendation to the Council that presents a safety issue for residents.

Motion was made by Councilmember Tankersley with a second by Councilmember Tucker to authorize the City Manager to execute the Notice of Establishment and supporting documentation for the Bailey Boswell Quiet Zone. Motion carried. 5-1-0-1

For Mayor Flippo, Mayor Pro-Tem Flory, Councilmembers Farr, Tankersley, and Tucker

Against: Councilmember Copeland

Abstain: None

Absent: Councilmember Bighorse

- (10) CC-0618-22  
Consideration and Action regarding request from D.R. Horton Homes for a reduction in height of the required eight foot subdivision screening device

Mr. Stephen Brim of D.R. Horton Homes addressed the Council. He requested the Council consider a reduction in the eight foot height screening fence to six foot three inches with eight foot enhanced stone columns. He explained this screening fence is along the corridors of the development. He added that this reduction will enhance the architectural features of the subdivision and allow this phase to match the existing screening in previous phases.

Motion was made by Councilmember Farr with a second by Councilmember Tankersley approve the staff recommendation to grant the request from D.R. Horton Homes for a reduction in the height of the walls of the screening fence as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

(11) CC-0618-23

**Public Hearing** - Consideration and Action regarding recommendation from Planning and Zoning Commission on proposed amendment to the Master Thoroughfare Plan adding a collector roadway east of and parallel to the BNSF Right-of-Way from Bailey Boswell Road to McLeroy Blvd. including a future connection to Minton Road

Mayor Pro-Tem Flory declared the public hearing for this item opened at 6:36 p.m. He explained that the background for this item is included in the meeting packet. He added that the proposed amendment to the Master Thoroughfare Plan will add a collector roadway east of and parallel to the BNSF Right-of-Way from Bailey Boswell Road to McLeroy Blvd. including a future connection to Minton Road.

Councilmember Farr stated that since the Flippo Family has contributed so much to the City over the years and a significant portion of the proposed roadway would traverse their property his suggestion would be to name the roadway after the Flippo Family. He pointed out that current Mayor Todd Flippo and his father have served in the position of Mayor.

Councilmember Copeland stated that naming the road after the Flippo Family is a good idea and building the road is also good. She asked when funding and construction of the roadway would be considered by the Council. Director of Public Works Trice explained that funding and construction would be at the Council's discretion. He added that due to the costs this might be considered for a future bond project or debt funded project. City Manager Reaume explained that the scope of the road project would be substantial and could be discussed during the Capital Improvements Projects budget workshop in August.

Mayor Pro-Tem Flory called for any public comment. There was none. Mayor Pro-Tem Flory declared the public hearing for this item closed at 6:40 p.m.

Motion was made by Councilmember Farr with a second by Councilmember Copeland to approve the recommendation from the Planning and Zoning Commission that the Master Thoroughfare Plan be amended to include the proposed collector roadway east of and parallel to the BNSF Right-of-Way from Bailey Boswell Road to McLeroy Blvd. including a future connection to Minton Road. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None



Absent: Councilmember Bighorse

(12) 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

(13) Adjournment

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

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

Mayor Flippo declared the City Council Meeting of June 26, 2018 adjourned at 6:42 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary Janice England

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



# City of Saginaw

**Meeting Date:** 7/17/2018

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

**Agenda Item:** 4b  
(CC-0718-02)

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

**Phone:** 817-230-0449

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**SUBJECT:** Action regarding Disposal of City Surplus Items and Agreement with Tommy Lutes Auctioneers for Auction of City Surplus Items

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**BACKGROUND/DISCUSSION:**

Periodically, the City disposes of surplus items that are either no longer used, are broken or have been deemed past their useful life. The last auction of surplus items was held in 2017. Attached is a list of surplus items currently on hand. For many years, the City has used the services of Tommy Lutes Auctioneers to dispose of the surplus items. They provide auction services for many local municipalities.

<u>Item</u>	<u>VIN No./Description</u>
2005 Ford Expedition	1FMPU155535LA06051
1997 Ford Expedition	1FM EU1765VLB82340
2006 Ford F350	1FTW31586EB27319
2005 Ford F150	AFTRF12W45KD67976
2008 Ford CV	2FAHP71V89X110590
2006 Ford F150	1FTRX12W56KA83206
Batwing Rhino Mower	FM15 15782
Rhino 8 Foot Mower	TW96 13275
Aluminum Dog Pen Pieces	50 pcs.
Stainless Steel Serving Stand	
Aluminum Camper Shell	

**FINANCIAL IMPACT:**

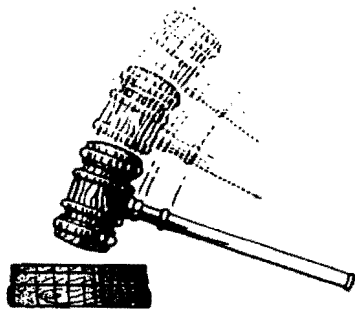
There is no financial impact involved in approving the list of surplus property. The costs of the auction will be covered by the proceeds of the items sold.

**RECOMMENDATION:**

Staff recommends approval of the list of surplus items as presented and the agreement with Tommy Lutes Auctioneers for auction of those items.

Attachments

Proposed Agreement with Tommy Lutes Auctioneers



# Tommy Lutes Auctioneers

(817) 713-6906

Tommy Lutes, Jr  
Professional Auctioneer

## AUCTION CONTRACT

This auction agreement is entered into by Tommy Lutes Auctioneers Ft Worth  
Auction Company City

Texas, hereinafter referred to as Auctioneers, and City of Saginaw  
State

Address 333 W McLeroy

City Saginaw State Texas Phone 817-232-4640

Hereinafter referred to as Owner under the following terms and conditions.

Auctioneers agree to conduct a public auction sale or otherwise sell the following described property belonging to owner. The auction sale to be conducted at 9218 West Fork Trl Ft Worth TX

Auction is to be held on 28th day of July year 2018

### PROPERTY TO BE SOLD

See attachments \_\_\_\_\_ through \_\_\_\_\_ for additional property to be sold.

#### THIS CONTRACT SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1 Owner agrees to pay Auctioneers for the service rendered by Auctioneers a commission of 10% Rolling Stock 15% on misc % of the gross receipts of from all sales during the period of this contract whether such sales are made at public auction by private sale or in any other manner. A full commission shall be due and payable to Auctioneers immediately following the completion of each sale whether the sale is made in cash on terms determined by the Owner.
- 2 Auctioneers agree to prepare all advertising material and publicity necessary to advertise and promote attendance of buyers and shall be paid the sum of \$ none for same.
- 3 Auctioneers agree to remit gross proceeds from sale of the property herein above described, less Auctioneers commission, advertising costs, and advances, if any, to Owner within a period not exceeding 20 banking days following the date (s) of said auction.
- 4
- 5 Owner hereby agrees to sell the above property to the highest bidder and to deliver to the purchaser Bill of Sale and Titles free of all liens and encumbrance.
- 6 Owner promises and agrees that the above described property will be delivered to sale site prior to sale date, and in the event of a failure of Owner to deliver said property, or if Owner shall breach this contract, said Owner agrees to pay the commission and advertising costs as above provided, said commission to be based on the market value of said property.
- 7 Owner agrees that after the execution of this contract that he will not sell or cause to be sold any of the property described in this agreement, save and except through the Auctioneers, and agrees that he may be restrained from selling such property after the execution of this contract except through the Auctioneers. The Auctioneers have entered into this Agreement relying upon such representations and in consideration thereof, the Owner shall indemnify and save the Auctioneers harmless against any and all claims made by any person, firm or corporation claiming to be a creditor of Owner.
- 8 Auctioneers shall have the right, after receiving their compensation as provided herein, to use the residue of funds to first pay any bonafide liens which are shown in the exhibits attached hereto or which may be brought to their attention and which are not listed in said exhibits.
- 9 Owner warrants that this sale is being held for the purpose of Surplus hereby authorizes and commissions the Auctioneers to so advertise and publicize the above mentioned auction.
- 10 Owner appoints Auctioneers his attorneys in Owner's name and in his behalf, and as fully and to the same extent as Owner could do personally, to execute all necessary deeds, Bill of Sale, conveyances and other instruments of every nature whatsoever necessary or convenient to the carrying out of the power of sale herein granted and the transfer of title to the property herein above described to the purchasers thereof.
- 11 It is specifically understood and agreed that in the event the Owner fails or refuses to carry out the terms of this agreement that the Auctioneers shall then be entitled to the sum of \$ None as liquidated damages as a reimbursement for expense profits which the Auctioneers would have otherwise earned.
- 12 Auctioneers agree to conduct a public auction for Owner, WITHOUT MINIMUM OR RESERVE, at the time and place hereinafter stated. It is further understood that there shall be no "BID INS" or "BUY BACKS" at said auction.
- 13 Auctioneer agrees to provide Transportation to sale site And setup of Auction and all persons for said auction we will collect and remit all state and local sales taxes in accordance with state law
- 14 Owner agrees to provide: nothing

Approved and Executed this \_\_\_\_\_ day of June year, 2018

Tommy Lutes Auctioneers 9612  
Auction Company

9218 West Fork Rd  
Address

Ft Worth Texas 76179  
City State Zip

817-713-6906  
Phone

\_\_\_\_\_  
Signature

City Of Saginaw  
Owner or Agent

333 W McLeroy  
Address

Saginaw Texas 76179  
City State Zip

817-232-4640  
Phone

\_\_\_\_\_  
Signature



# City of Saginaw

## City of Saginaw

**Meeting Date:** 7/17/2018

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

**Agenda Item:** 4c  
(CC-0718-03)

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

**Phone:** 817-230-0374

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**SUBJECT:** Action regarding Public Safety Radio Communication System

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**BACKGROUND/DISCUSSION:**

The purchase of a public safety radio communication system was discussed in detail at the June 5<sup>th</sup> City Council Meeting. There are safety issues for our personnel with the current system. The proposal is to purchase new public safety rated radio communications equipment for both the fire and police departments from Motorola Solutions. The total estimated cost is \$1,000,000. Tarrant County 9-1-1 has committed to contribute \$300,000 towards this purchase.

*In conjunction with this item, Item 4d addresses the agreement to become a user of the City of Fort Worth Regional Radio Communications System.*

**FINANCIAL IMPACT:**

The financial impact will be \$714,744 (a one time cost of \$652,800 and first year operation costs of \$61,944). Funds are available for this expenditure in the current Fund Balance. A budget adjustment will be made at the end of the current fiscal year.

**RECOMMENDATION:**

Staff recommends approval of the purchase of the Public Safety Radio Communication System as stated.

Attachments

Memo from Doug Spears

Minutes of June 5, 2018 City Council Meeting



**DOUG SPEARS**  
**FIRE CHIEF**

# **Saginaw Fire Department**

400 S. Saginaw Blvd. Saginaw, Texas 76179  
Tel: 817-230-0412 Fax: 817-232-3731

**TO:** City Manager Gabe Reaume

**FROM:** Fire Chief Doug Spears

**FD SPECIAL REQUEST #1**

**DATE:** May 14, 2018

**RE:** Public Safety Radio System

As we have discussed in some detail there is a desperate need to address the radio communications systems used by both the fire and police departments. The radio communication technology being used by both departments today is the same technology we used in the late 80's/early 90's with the exception of the PD unsuccessfully attempting to migrate to digital technology. Both departments operate on a local UHF repeater system which is considered antiquated for public safety use.

In the early 2000's the trend across the country was to migrate first responders to radio communications technology that was reliable and prioritized interoperability with other public safety agencies. It was, and remains, a high priority for our State given the significant disasters we have experienced and are routinely subject to. Interoperability, simply put, is immediate radio communications anywhere in the State between fire, medical, police, sheriff's officers, state troopers, emergency management, and other state and federal emergency response agencies. Today, neither our FD nor PD can communicate directly by radio with Medstar, Tarrant County Sheriff Deputies, and Fort Worth FD or PD. These are the agencies we frequently work with and would rely on for assistance during a significant event. An even greater issue is today, our on-duty fire personnel cannot talk to the on-duty police personnel via radio due to the use of two different spectrum technologies.

In an attempt to improve radio communications within the department and add some necessary security (preventing outside listening) to police radio communications the PD switched to digital frequencies from analog. As many agencies unfortunately discovered, migrating public safety communications to the digital UHF and VHF frequency spectrums brings along unsolvable problems. The PD is experiencing radio communication problems to the level it is jeopardizing Officer Safety and has consequently had a negative effect on morale throughout the department. The FD has continued using analog technology due to the issues experienced by the PD and the known significant expense to migrate to a true public safety communications system. We are now at a time when we must make the costly yet necessary investment in our public safety communications.

The City of Fort Worth owns and operates the regional Motorola 700/800MHz radio system that the vast majority of area public safety agencies utilize through formal agreement. There are 50 jurisdictions and organizations that are primary users of the system, 25 of those are cities within Tarrant County with the cities of Lake Worth and River Oaks being the two newest member jurisdictions. A list of system subscribers is attached. The 700/800 MHz frequency spectrum is dedicated for public safety use. Fort Worth has made huge investments in creating a regional public safety radio network and permits other entities to become subscribed users to the system. Due to the multiple millions in cost there are only two similar systems in the region, the City of Irving and Denton County. There are numerous fail-safe redundancies built into the system due to being mission critical.

We are seeking to purchase new public safety rated radio communications equipment for both the fire and police departments and becoming subscribers to the Fort Worth Regional Radio System. Fort Worth's radio system is a Motorola system and Motorola is a proven leader in public safety communications. For these reasons we are proposing to use Motorola radio equipment in both departments.

I have attached two pricing proposals. One from Motorola for the necessary equipment, programming and installation to outfit and equip all FD and PD personnel and vehicles, the PD dispatch center, the FD dispatch center (TCFAC), the City Emergency Operations Center and both fire stations. The cost is \$964,850. We have solicited and successfully secured some funding assistance from Tarrant County 911. They have agreed to fund the two necessary console positions at our City's primary Public Safety Answering Point or PSAP which is the PD dispatch center. The amount TC911 has agreed to fund is \$312,050. It includes the equipment, programming and installation for the two console positions. TC911's funding assistance reduces our cost to \$652,800.

As a subscriber or user of the Fort Worth Regional Radio System there are reoccurring subscriber and operational fees. The fees are pass-through fees meaning there is no mark-up, the fees are the necessary cost to operate and maintain the system and all subscribers to the system pay the same rate. The per radio, per month subscriber fee for all radios authorized to operate on the system is \$34. In addition there is an AT&T point-to-point data connection required for the two dispatch console positions at the PD to maintain connection to the switch hub of the Fort Worth system. Cost of the data connection is estimated at \$700 per month. There is a bi-ennial system maintenance/update fee of \$17,600. This covers the equipment replacement and operating software updates/upgrades and associated labor.

The second attached pricing proposal outlines our operational costs as subscribers to the system. Annual operating cost is \$61,944 with an every other year cost of \$17,600. Every year TC911 offers grant funding for PSAP assistance and radio assistance respectively. Our available grant funding is typically \$8000 for PSAP assistance and \$17,000 for radio assistance. Both of these grants are eligible to be used for cost as a subscriber to the Regional Radio System. Applying the TC911 grant funding to the \$61,944 annual subscriber fee reduces the cost to \$36,944, not including the \$17,600 bi-ennial fee.

As a result of our many conversations I believe you understand the immediate need to address our dire public safety radio communications issues. We are proposing migrating

to a proven and widely used Regional Radio System that not only resolves our current issues, it offers some significant enhancements and capabilities our current communications cannot provide. We have done our own extensive testing of the system throughout our jurisdiction and the known locations we currently experience radio issues. This proposal resolves all those issues and the system has vastly greater radio coverage than what we currently have. Understanding both the initial and reoccurring cost is substantial, I cannot overemphasize the importance of reliable radio communications to our public safety personnel. It is the lifeline for our personnel with equivalence to a firearm for our police officers or the bunker gear for our firefighters.

Recommendation is to move to the Fort Worth Regional Radio System as soon as possible to address the safety concerns currently being experienced by the PD. Realistically, from formal approval to actual operation on the system is from 12 to 16 weeks accounting for equipment acquisition, programming, installation, testing, and training. Budget impact is \$652,800 one-time cost and \$61,944 first year operational cost totaling \$714,744. Annual reoccurring cost is \$61,944 (minus TC911 grant funding assistance) and a bi-ennial cost of \$17,600.



(11) WS-0618-02  
Public Safety Radio System

Interim Police Chief Spears gave a brief presentation regarding the radio communications system used by the fire and police departments. He explained that the system should have been replaced several years ago and is now to the point that there are some safety issues for our officers. He explained that the proposal is to purchase new public safety rated radio communications equipment for both the fire and police departments and become a subscriber to the Fort Worth Regional Radio System. This will allow fire and police personnel to communicate with each other as well as Fort Worth and other agencies throughout the metroplex. The current system does not allow this communication. The total estimated cost for the new system is \$1,000,000. He explained that Tarrant County 9-1-1 is willing to contribute \$300,000 toward this cost.

Mr. Alan Girton, Senior Manager/Wireless Communications of the City of Fort Worth, briefly explained the Fort Worth Regional Radio System. He stated that the majority of public safety agencies in Tarrant County are a part of the system. He explained that the system is reliable and plays a vital role in the communication between multiple agencies on a daily basis.

City Manager Reaume stated that this item will be included on the next agenda for action by the Council. The Council concurred.



# City of Saginaw

**Meeting Date:** 7/17/2018

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

**Agenda Item:** 4d  
(CC-0718-04)

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

**Phone:** 817-230-0374

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**SUBJECT:** Action regarding City of Fort Worth Regional Radio Communications System Subscriber Agreement

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**BACKGROUND/DISCUSSION**

This item is related to Item 4c. It addresses the city becoming a user of the City of Fort Worth Regional Radio Communications System. Moving to this system will resolve the current communication issues and will provide some significant enhancements and capabilities that the current system cannot provide. The proposed agreement has been reviewed by the City Attorney. It mirrors the agreements between the City of Fort Worth and the current forty-nine users of the system.

**FINANCIAL IMPACT:**

The annual estimated cost will be \$61,944 (minus Tarrant County 9-1-1 grant funding assistance) with an additional biennial cost of \$17,600. Funds are available for this expenditure in the current Fund Balance. A budget adjustment will be made at the end of the current fiscal year.

**RECOMMENDATION:**

Staff recommends approval of the City of Fort Worth Regional Radio Communications System Subscriber Agreement.

**Attachments**

Memo from Doug Spears with Proposed Agreement



# Saginaw Fire Department

400 S. Saginaw Blvd. Saginaw, Texas 76179  
Tel: 817-230-0412 Fax: 817-232-3731

**DOUG SPEARS**  
**FIRE CHIEF**

**TO:** City Manager Gabe Reaume

**FROM:** Fire Chief Doug Spears

**DATE:** June 7, 2018

**RE:** City of Fort Worth Regional Radio System Subscriber Agreement

With our planned migration to the City of Fort Worth Regional Radio System as a full user or subscriber it requires execution of the accompanying Communications System Agreement. Annual subscriber fees for the PD and FD combined exceed \$50,000 so it will require the approval of City Council. The document has undergone legal review by Rob Allibon of TOASE as directed by Bryn.

This agreement mirrors the agreements between the City of Fort Worth and the 49 other full users or subscribers of the system. I recommend approval as presented.

# **COMMUNICATIONS SYSTEM AGREEMENT**

## **CATEGORY 1 – GOVERNMENT ENTITY**

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Fort Worth (“Fort Worth” or “CFW”)** acting herein by and through its duly authorized Assistant City Manager, and the **City of Saginaw (“USER”)**, acting herein by and through its duly authorized City Manager, individually referred to as a “party,” collectively referred to herein as the “parties.” The CFW or Fort Worth shall include all employees, directors, officers, agents, and authorized representatives. **USER** shall include all employees, directors, officers, agents, and authorized representatives.

### **RECITALS**

**WHEREAS**, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, Fort Worth owns, operates, and maintains Trunked Voice Radio Systems for the purpose of providing Public Safety voice radio communications and is the sole license holder of the CFW Trunked Voice Radio Systems with all privileges and responsibilities thereof.

**NOW THEREFORE**, Fort Worth and **USER** agree as follows:

#### **1. GRANT OF LICENSE**

Fort Worth hereby grants the **USER** specific permission to operate **USER’s** owned or leased field radio equipment or equipment attached and/or interfaced to the CFW Trunked Voice Radio Systems (the “Radio System”) infrastructure in accordance with the specific details and requirements for use as set forth in “**Exhibit A, Terms of Use,**” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. **TERM**

This Agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein and in **Exhibit A**.

3. **COMPENSATION**

**USER** shall remit payment to Fort Worth in the amount and manner set forth in **Exhibit A**.

4. **LIABILITY**

Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

5. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that **USER** shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the CFW. Subject to and in accordance with the conditions and provisions of this Agreement, **USER** shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** acknowledges that the doctrine of *respondeat superior* shall not apply as between the CFW, its employees, directors, officers, agents, and authorized representatives, and **USER** and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between CFW and **USER**.

6. **NON-APPROPRIATION OF FUNDS**

Fort Worth and **USER** will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. **RIGHT TO AUDIT**

**USER** agrees that the CFW shall, at no additional cost to the CFW, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees that the CFW shall

have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CFW shall give **USER** reasonable advance notice of intended audits.

## **8. ASSIGNMENT**

**USER** shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the CFW. Which such right shall be granted solely at the discretion of the CFW. Any assignment in violation of this provision shall be void.

## **9. NO WAIVER**

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

## **10. GOVERNMENTAL POWERS/IMMUNITIES**

It is understood and agreed that by execution of this Agreement, the neither CFW nor **USER** waives or surrender any of its governmental powers or immunities.

## **11. AMENDMENTS**

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

## **12. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **13. CONFIDENTIAL INFORMATION**

To the extent permitted by law, **USER** for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the CFW as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the CFW, unless such disclosure is required by law, rule, regulation, court order, in which event **USER** shall notify CFW in writing of such requirement in sufficient time to allow CFW to seek injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the CFW immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

## **14. FORCE MAJEURE**

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

**15. NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Fort Worth  
Attn: Susan Alanis, Assistant City Manager  
200 Texas Street  
Fort Worth TX 76102  
Facsimile: (817) 392-8654

City of Saginaw  
Attn: Gabe Reaume, City Manager  
333 W McLeroy Blvd.  
Saginaw TX, 76179  
Facsimile: 817-232-4644

With Copy to the City Attorney  
At same address

**16. GOVERNING LAW / VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. In any such action, each party shall pay its own attorneys’ fees, court costs and other expenses incurred as a result of the action.

**17. SIGNATURE AUTHORITY**

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

**18. ENTIRETY OF AGREEMENT**

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between Fort Worth and **USER** as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement

between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

**19. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]



**EXECUTED IN MULTIPLE ORIGINALS** on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FORT WORTH:**

**CITY OF SAGINAW:**

By: \_\_\_\_\_  
Susan Alanis  
Assistant City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gabe Reaume  
City Manager  
Date: \_\_\_\_\_

**CONTRACT COMPLIANCE MANAGER:**

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED TO FORM AND LEGALITY:**

**APPROVED TO LEGALITY:**

By: \_\_\_\_\_  
J.B. Strong  
Assistant City Attorney

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

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Mary J. Kayser  
City Secretary

By: \_\_\_\_\_  
Janice England  
City Secretary

**Form 1295:** \_\_\_\_\_

**Contract Authorization:**

M&C: \_\_\_\_\_  
Date Approved: \_\_\_\_\_

## EXHIBIT A

### CATEGORY 1, TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

#### DEFINITIONS

**“Console System”** shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the CFW Master Switch.

**“Interoperable Communications Governance Committee”** (“Governance Committee”) shall mean that group of individuals tasked with maintaining and administering the Interoperable Communications Plan. The Governance Committee shall consist of ten to fifteen individuals with CFW selecting at least one representative and each classification of users selecting at least one representative. The Governance Committee shall determine and may periodically adjust the number of members and the method for selecting members for each classification of users with a goal of ensuring that the Governance Committee reflects the full range of user types.

**“Infrastructure Support Fee”** shall mean the annual fee charged by CFW to offset costs incurred by the CFW in the operation and maintenance of the Radio System.

**“Interoperable Communications Plan”** (the “Plan”) means the plan developed and established by CFW and the Governance Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Radio System or connecting their Site Repeater Systems or Console Systems to the CFW Master Switch. The Plan is available upon request from CFW or can be found on the CFW website at <http://fortworthtexas.gov/itsolutions/>.

**“Master Switch”** shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Radio System. The Master Switch is currently located at the CFW Eagle Mountain facility.

**“Over The Air Rekeying”** (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

**“OTAR Administration Fee”** shall mean the annual fee charged by CFW to offset costs incurred by the CFW in the management and support of Subscriber Radio encryption keys administered through the Radio System’s OTAR functions.

**“Over the Air Programming”** (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Radio System.

**“Private Call”** shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

**“Site Repeater System”** shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the CFW Master Switch.

**“System Upgrade Agreement Fee”** shall mean the annual fee charged by CFW to offset cost charged to CFW by Motorola Solutions for the maintenance of the Software Upgrade Agreement applicable to the **USER’s** Console Systems and Site Repeater Systems.

**“Subscriber Radio”** shall mean a radio that has a unique identification number and is programmed to operate on the Radio System. The term shall include, but not be limited to, control stations (desk top radios), mobile radios, and portable radios.

**“Talk Group”** shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

### **TERMS OF USE**

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of CFW unless otherwise stated in this Agreement.
2. The CFW is the holder of the FCC (Federal Communications Commission) license(s) that the Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the CFW FCC license(s) or to the Radio Frequency spectrum used by the Radio System.
3. The CFW makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER’s** equipment.
4. **USER** will be responsible for the acquisition, programming, and maintenance of all equipment **USER** will be utilizing in connection with the Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Radio System shall be compliant with Project 25 standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Radio System may result in suspended operation of the radios and/or termination of the Agreement.
6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER’s** radios. The use of short, broad spectrum, or “stubby,” antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER’s** radios.
7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Radio System operation. The CFW shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the CFW infrastructure, if CFW determines in its sole reasonable discretion that such equipment is causing interference or harm to the Radio System in any way. The CFW reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the CFW. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the CFW shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Radio System or to the Radio System's overall operation.

9. **USER**'s radios may be used for voice radio communications over the Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The CFW will be responsible for managing infrastructure loading and demand. CFW reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Radio System. The CFW shall have sole discretion in determining whether to allow additional users or radios based on CFW's determination of whether such addition to the Radio System can be made without adversely impacting the Radio System.

11. **USER** is prohibited from utilizing telephone interconnect on the Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Radio System.

13. **USER**'s utilization of data communications on the Radio System will be limited to the Radio System's OTAP functions. Performance of data communications over the Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radios, **USER** agrees to coordinate with CFW prior to executing changes to minimize impact on other users and on the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of CFW. Administration of encryption keys will be performed exclusively by CFW. **USER** may utilize and administer other encryption methods as required.

15. The CFW will provide **USER** with an Advanced System Key (ASK) for use with the **USER**'s Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK following expiration if one is required. **USER** will be responsible for

safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify CFW immediately upon the theft or loss of the ASK.

16. CFW will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER**'s agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the CFW before such use may occur. The CFW reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the CFW shall have the right to limit the number of Talk Group ID's to be used by **USER** and to disable Talk Groups ID's as it deems appropriate.

17. The CFW has established a coordinated Interoperable Communications Plan to apply to CFW and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER**'s Talk Groups on other trunked systems that are interconnected to the Radio System is prohibited without prior approval by CFW. Roaming to other trunked systems will be limited to the Radio System's interoperable Talk Groups, although this capability may be terminated by CFW if its use is determined to result in performance degradation to either the Radio System or the interconnected trunked system.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER**'s sole cost, all components required to connect the NMC to the Radio System. The **USER**'s NMC must be partitioned in manner to limit access to **USER**'s own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. CFW generally maintains aliases for units operating on the Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases, and the CFW will no longer administer and maintain the **USER**'s subscriber unit aliases.

21. USB ports on the **USER**'s Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by CFW, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the CFW. **USER** may incur additional costs from CFW for other connectivity methods.

22. The CFW shall execute with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the **USER**. Unless the **USER** is notified otherwise by CFW, the software for the Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

### **APPLICABLE FEES; TERMINATION; REFUNDS**

23. **USER** shall pay the CFW an annual Infrastructure Support Fee in the amount of **\$34** per month, per Subscriber Radio or console. This fee is payable in advance on an annual basis for all active radio IDs issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued, and thereafter, at the beginning of each CFW fiscal year. There will be no refunds or credits for radios removed from service during the fiscal year.

24. If the **USER** subscribes to OTAR services, the **USER** shall pay the CFW an annual OTAR Administration Fee in the amount of \$1 per month, per Subscriber Radio. This fee is payable in advance on an annual basis for all active radio IDs issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued, and thereafter, at the beginning of each CFW fiscal year.

25. **USER** shall pay the CFW an annual System Upgrade Agreement Fee equal to the amount invoiced to the CFW by Motorola Solutions, Inc., or its successors, for the upgrade of the **USER's** Console Systems and any other component subject to upgrade as a result of the upgrade of the Radio System.

26. CFW shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by CFW in the operation or maintenance of the Radio System. Any increase in applicable fees will be effective at the beginning of the next CFW fiscal year. CFW shall provide **USER** with 60 days' written notice of any intended fee increase, **provided, however**, that this notice period may be less than 60 days if Motorola Solutions provides CFW with less than 60 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER's** obligation to pay the increased fee.

27. Either **USER** or CFW may terminate this Agreement for any reason, with or without cause, upon ninety (90) days written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If CFW terminates, CFW will issue a refund to the **USER** of all fees, **except for the System Upgrade Agreement Fee**, which is non-refundable, pro-rated to the end of the current fiscal year. The CFW, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The CFW further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Radio System. Notwithstanding the foregoing, the CFW, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the

**USER's** environment. The CFW will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

### **COMPLIANCE WITH LAWS**

28. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the CFW (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

29. In order to comply with Federal, State, and Local Laws and/ or Mandates, the CFW, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the CFW to facilitate such activities on **USER's** behalf as necessary.

30. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the CFW, or its designee, with the Subscriber Radio equipment to be replaced, in good working order, as determined by the CFW or its designee. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

[End of Document]



# City of Saginaw

**Meeting Date:** 7/17/2018

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

**Agenda Item:** 4e  
(CC-0718-05)

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

**Phone:** 817-230-0374

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**SUBJECT:** Action regarding County Wide Interlocal Agreement for Mutual Aid in Fire Protection and Emergency Medical Services

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**BACKGROUND/DISCUSSION:**

The proposed County Wide Interlocal Agreement for Mutual Aid in Fire Protection and Emergency Medical Services is a single county wide mutual aid interlocal agreement. Our Fire Department will still operate as they do currently primarily giving and receiving aid from adjacent partner agencies. However, approval of a county wide agreement provides the ability to both provide and receive aid from more distant departments they don't routinely work with. The proposed agreement has been reviewed by the City Attorney.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the County Wide Interlocal Agreement for Mutual Aid in Fire Protection and Emergency Medical Services

**Attachments**

Memo from Doug Spears with Proposed Agreement





# Saginaw Fire Department

400 S. Saginaw Blvd. Saginaw, Texas 76179  
Tel: 817-230-0412 Fax: 817-232-3731

**DOUG SPEARS**  
**FIRE CHIEF**

**TO:** City Manager Gabe Reaume

**FROM:** Fire Chief Doug Spears

**DATE:** July 3, 2018

**RE:** County Wide Interlocal Agreement for Fire Mutual Aid

Attached is a county-wide fire mutual aid interlocal agreement. All fire departments within Tarrant County routinely provide and receive mutual aid from neighboring departments through multiple and varied interlocal agreements. Through consensus of the Tarrant County Fire Chiefs Association it was agreed that a single county-wide mutual aid interlocal agreement should be established and adopted. A single agreement would better serve all communities and facilitate the ability for a community within Tarrant County to get the level of aid resources they might require for a significantly taxing or large incident. Our department will still operate as we do today primarily giving and receiving aid from our adjacent partner agencies however, a county-wide agreement provides ability to both provide and receive aid from more distant departments we don't routinely work with. In the event of a large scale incident we will undoubtedly require aid from departments beyond our adjacent partners and this agreement allows that to occur without hesitation.

I recommend approval of the agreement as presented.

The State Of Texas

County of Tarrant

**Agreement for Mutual Aid in Fire Protection  
And  
Emergency Medical Services**

This Agreement is entered into by and between the agencies signatory to this agreement, hereinafter referred to as “Member Local Entity,” “Parties,” or “Party.”

W I T N E S S E T H

WHEREAS, the governing body of the Member Local Entities, organized under the general laws of the State of Texas, desire to secure for each Member Local Entity the benefits of mutual aid in the protection of life and property from fire and in firefighting and emergency medical services; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1.

The following terms shall have the following meanings when used in this Agreement:

- (A) For purposes of this contract, “Member Local Entity” means a:
- (1) county, municipality, special district, or other political subdivision of this state or a state that borders this state; or
  - (2) volunteer fire department constituted under state law.
- (B) For purposes of this contract, “mutual aid” refers to reciprocal assistance by emergency services under a prearranged plan.

2.

That upon request by the Fire Chief or his/her designee or by the fire alarm operator of one Member Local Entity to the fire department of the other Member Local entity, available fire department equipment and personnel will be dispatched in aid of the requesting Member Local Entity to any point within a reasonable distance of the

jurisdictional limits of the responding Local Entity, subject to the conditions hereinafter stated.

The Fire Chief of each Member Local Entity shall designate what constitutes a reasonable travel distance outside the jurisdictional limits of the Local Entity.

It is hereby declared and agreed that an emergency condition shall exist within the corporate limits of a requesting Member Local Entity when one or more emergencies are in progress. When such an emergency exists, upon request of the Fire Chief, or his/her designee, or by the fire alarm operator of a Member Local Entity in which the emergency condition exists (the "requesting Local Entity") to the fire department of another Member Local Entity (the "responding Local Entity"), the Fire Chief or designee of the responding Local Entity will dispatch such fire department equipment and personnel to the aid of the requesting Local Entity as he/she deems advisable subject to the conditions hereinafter set out.

3.

Any dispatch of fire department equipment and personnel pursuant to this Agreement is subject to the following conditions:

- A. It is expressly understood and agreed that before responding in accordance with this Agreement that each Member Local Entity will have an ordinance, resolution, rule, or order adopted before the effective date of this Agreement which sets out the standard of care for emergency action which substantially states the following: "Every officer, agent or employee of the Member Local Entity and every officer, agent or employee of an authorized provider of emergency services, including, but not limited to every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or proclaimed by a unit of government or subdivision thereof, is hereby authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is 'effective' if it in any way contributes or can reasonably be thought by the provider of such emergency service to contribute to preserving any lives or property. This Section shall prevail over every other ordinance, resolution, rule, or order of the Member Local Entity and, to the extent to which the Member Local Entity has the authority to so authorize, over any other law establishing a standard of care in conflict with this section. Neither the Member Local Entity nor the employee, agent or officer thereof, or other unit of government or subdivision thereof or its employees, agents or officers shall be liable for failure to use ordinary care in such emergency. It is the intent of the Member Local Entity, by passing this ordinance, resolution, rule, or order to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such government units from liability, and their employees, agents and offices from nonintentional tort liability to the fullest extent permitted by statutory and constitutional law, this ordinance, resolution,

rule or order shall be liberally construed to carry out the intent of the Member Local Entity.”

- B. Any request for assistance under this Agreement shall specify the amount and type(s) of fire department equipment needed, the MAPSCO location, and the street address to which the equipment and personnel are to be dispatched.

Upon a request for mutual aid assistance by a Member Local Entity, under the terms of this agreement, the typical response set for personnel and equipment would be as follows: one unit of firefighting apparatus, pumper (engine) or aerial (ladder), with a minimum of three personnel, or a brush truck or water supply vehicle with a minimum of two personnel, or an ambulance with a minimum of two personnel. However, variances to the typical response set for personnel may be agreed upon at the time of the mutual aid request. The Fire Chief of the responding Local Entity or his/her designee may dispatch additional equipment and personnel.

Responding personnel must meet the minimum firefighting standards as established by their jurisdiction or by the Texas Commission on Fire Protection whichever is applicable.

Texas Department of Health certified personnel (Emergency Care Attendant, Emergency Medical Technician, and Paramedic) may provide emergency medical services to the degree allowed by their certification and Medical Control.

Supervisory personnel, support equipment and personnel, or additional fire department equipment and personnel may also be dispatched to the Member Local Entity by direction of the Fire Chief of the responding Local Entity or his/her designee.

- C. The requesting Local Entity must have a command system in place and an incident commander in charge of the incident.
- D. The senior fire representative from the responding Local Entity shall report to and be under the direction of the requesting Local Entity Incident Commander, and will direct the utilization of his/her resources to assist in mitigating the emergency in accordance with accepted procedures.

However, if a member of a responding Local Entity is requested to perform a task that is in conflict with the responding Local Entity's internal policies, the responding Local Entity retains the right to advise the officer in charge that the task cannot be completed. If agreement cannot be reached on the issue, the responding Local Entity has the option of leaving the scene. Each Party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting

Local Entity and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting Local Entity. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code (“Code”) and is intended to be different than the liability otherwise assigned under section 791.1006 (a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of the Agreement.

- E. Fire department equipment and personnel from the responding Local Entity shall be released by the Incident Commander as soon as they are no longer needed or when their services are needed within their normal fire protection area.
- F. In areas where common Member Local Entity jurisdictional lines exist, accurate determination of jurisdiction may not be possible upon receipt of an alarm. In these cases, the Local Entity receiving the alarm will dispatch its fire department equipment and personnel and notify the other affected Local Entity of the alarm. If the emergency is not within the jurisdictional limits of the responding Local Entity, it is agreed that the services provided will be considered to have been provided pursuant to this Agreement.

4.

Each Local Entity waives all claims against the other Local Entity for compensation for any loss, property damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Neither Member Local Entity shall be reimbursed by the other for costs incurred pursuant to this Agreement, with the exception of supplies and consumable items.

5.

All equipment used by the responding fire department in carrying out this agreement will, at the time of action hereunder, be owned by it; and personnel who perform duties pursuant to this agreement shall receive the same payment, salary, pension, injury or death benefits, workers’ compensation benefits, payment of expenses, and all other compensation and rights for the performance of those duties, as they would have received for their regular duties in the service of the Member Local Entity which they serve. Each Member Local Entity shall be solely responsible for the payment of its costs associated with providing fire department equipment and personnel under this Agreement for up to twelve (12) consecutive hours of a Mutual Aid.

Thereafter, upon receipt of an invoice, all costs associated with the provision of Mutual Aid lasting more than twelve consecutive hours shall be paid by the responding Local Entity and reimbursed by the requesting Local Entity, to the extent permitted by

law. Such costs include, but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses. Formulary to assist cost determination will be based on the most current FEMA reimbursement schedules set by the Stafford Act and chapter 418 of the Texas Government Code.

- (1) Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the responding Local Entity not being reimbursed for the Mutual Aid provided unless the requesting Local Entity extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.
- (2) The responding Local Entity shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- (3) In the event federal or state funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the requesting Local Entity shall make the claim for the eligible costs of the responding Local Entity on its subgrant application and will disburse the federal or state share of funds to the responding Local Entity.
- (4) Reimbursement under this Section will be made by the requesting Local Entity no later than: (1) one-hundred eighty days after receipt of the request for reimbursement; or (2) ninety days after the requesting Local Entity receives reimbursement from the federal or state government, whichever is sooner.

## 6.

It is expressly understood that when an employee or volunteer of the responding Local Entity is performing duties under the terms of this agreement, that person is considered to be acting in the line of duty for the purposes of 34 U.S.C.A 10281; is considered to be in performance of duties within the provisions of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death, or loss which occurs while in the line of duty.

## 7.

It is further understood and agreed that, in the execution of this Agreement and contract, neither Member Local Entity waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

8.

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

9.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

10.

Each Member Local Entity may terminate this Agreement upon thirty (30) days' written notice to the other Member Local Entity.

11.

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

12.

This Agreement contains all commitments and agreements of the Member Local Entities regarding mutual fire protection and emergency medical service assistance, and no other prior oral or written commitments shall have any force or effect.

13.

This Agreement shall become effective between the Parties hereto on the day after it is fully executed and shall continue in effect for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term thereafter unless and until such time as the governing body of a Party terminates its participation prior to the date of automatic renewal or as prescribed in Section 10 of this Agreement.

14.

This Agreement may be amended or modified by the mutual agreement of the Parties hereto, in writing, to be attached to and incorporated into this Agreement.

15.

The undersigned Member Local Entities agree and certify they have complied with one of the following provisions of this section based on if they are a Governmental Entity or Volunteer Fire Department:

1. The Parties claiming to be exempt from the Form 1295 requirement acknowledge that they are governmental entities and not business entities as those terms are defined in Tex. Gov't Code 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 are required.
2. The Volunteer Fire Department acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

16.

This Agreement shall be executed by the duly authorized official(s) of the Party as expressed in the approving ordinance, resolution, rule or order of the governing body of such Party, a copy of which is attached hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Local Entity

\_\_\_\_\_  
Name of Local Entity

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_





# City of Saginaw

## City of Saginaw

**Meeting Date:** 7/17/2018

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

**Agenda Item:** 5  
(CC-0718-06)

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

**Phone:** 817-230-0449

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**SUBJECT: Public Hearing -** Consideration and Action regarding an ordinance to: 1) add a new Article V, “Special Event Permit”, to Chapter 54 of the City Code, governing certain special events, and based on a recommendation from the Planning and Zoning Commission, to amend the Zoning Regulations of the City by amending Section 8-7 of the City Code, to clarify conflicting language regulating special events for commercial property (Ordinance 2018-09)

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**BACKGROUND/DISCUSSION:**

The purpose of this action is to provide a new Article 5 under Chapter 54 Offenses and Miscellaneous Provisions and to amend a duplicate term found in Section 8-7 of the Zoning Ordinance to avoid conflict.

Currently Section 8-7 of the Zoning Ordinance provides for the permitting and regulation of “Special Events”. The proposed amendment replaces the term “Special Events” with “Permitted Commercial Events”. All other provisions found in Section 8-7 are the same with the following exceptions:

Paragraph B.4. - Fire Code reference has been changed from Uniform Fire Code to International Fire Code.

Paragraph C.3. – Section 3 has been removed from the definition criteria for “Permitted Special Events”.

The Planning and Zoning Commission met on July 10, 2018 and unanimously recommended the Zoning Ordinance amendment for consideration by City Council.

Chapter 54 Offenses and Miscellaneous Provisions has been amended to add a new Article 5 Special Event Permit. The amendment provides a permit requirement and review process for events such as parades, fun runs, etc... to insure that public health and safety are protected.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends:

1. That a PUBLIC HEARING be conducted for the amendment to Section 8-7 of the Zoning Ordinance, and
2. That the Ordinance amending Section 8-7 of the Zoning Ordinance and Chapter 54 of the Code of Ordinances be adopted as submitted.

Attachments

Proposed Ordinance amendment

Planning and Zoning Commission draft minutes with Memo from Captain Ragsdale

**ORDINANCE NO. 2018-09**

**AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS ADDING A NEW ARTICLE V, "SPECIAL EVENT PERMIT," TO CHAPTER 54 OF THE CITY CODE AND AMENDING THE ZONING REGULATIONS OF THE CITY BY AMENDING SECTION 8-7 TO CLARIFY CONFLICTING LANGUAGE REGULATING SPECIAL EVENTS FOR COMMERCIAL PROPERTY; 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 desires to adopt regulations for special events in the City that include the issuance of a permit to ensure the safety of the event participants and the community as a whole; and

**WHEREAS**, the City of Saginaw, Texas has a substantial interest in protecting the health, safety, welfare, convenience and enjoyment of the general public and has adopted zoning regulations to further this interest; and

**WHEREAS**, the City of Saginaw, Texas desires to amend the zoning regulations of the City to clarify language that may conflict with the new provisions regulating special events as described above; and

**WHEREAS**, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on July 10, 2018, and the City Council of the City of Saginaw, Texas held a public hearing on July 17, 2018, with respect to the amendments to the zoning regulations described herein; and

**WHEREAS**, the City of Saginaw, Texas has complied with all requirements of Chapter 211 of the Local Government Code, and Section 1-3 of the zoning regulations, and all other laws dealing with notice, publication, and procedural requirements for adoption of the amendments proposed herein.

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

## SECTION 1.

That Article V, “Special Event Permit,” of Chapter 54, “Offenses and Miscellaneous Provisions,” of the Saginaw City Code shall be added to read as follows:

### “Sec. 54-121. Definitions.

In this article, the following words shall have the following meanings:

*Applicant* means a person who has filed a written application for a special event permit pursuant to section 54-125.

*Carnival* means an event that provides amusement rides or attractions, as defined in chapter 2151 of the Occupations Code, which includes mechanical rides or devices, but not coin-operated rides or non-mechanical playground equipment. The term shall not include events held inside a permanent building.

*Chief of police* means the chief of police of the City of Saginaw, or the chief's designated agent in the Saginaw Police Department.

*Circus* means an event that includes performers, animals or other such means of entertainment and is performed in the open, in a tent, or in any other temporary structure, but does not include performances held inside a permanent building.

*City* means the City of Saginaw, Texas.

*Day* means calendar day, unless specifically stated otherwise in this article.

*Demonstration* means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

*Dignitary* means any governmental representative from the Federal, State, or Local level, and includes members of the Congress or Senate, magistrates and elected officials.

*Fireworks display* means the display, exhibition, or lighting of any firecrackers, cannon crackers, sky rockets, torpedoes, roman candles, sparklers, or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display, including without limitation all articles or substances within the commonly accepted meaning of fireworks, whether or not specifically designated herein.

*Parade* means the assembly of ten or more pedestrians that will require special traffic controls, or five or more vehicles that will be operating at reduced speeds or require special traffic controls, for the common design and purpose of traveling or marching or otherwise traveling in procession from one location to any other location for the purpose of advertising, promoting, celebrating, or commemorating a thing, person, date, or event or point of view on political, religious or social issues.

*Permit holder* means a person who has received a permit for a special event pursuant to this article.

*Person* means an individual, firm, partnership, corporation, association, or other legal entity.

*Sidewalk* means that portion of a street intended for the use of pedestrians that is located between the curb lines, or lateral lines of a roadway, and the adjacent property lines.

*Special event* means a temporary event or gathering that involves one or more of the following activities:

- (1) Any occurrence that is non-commercial in nature and that takes place wholly or partially on city property or right-of-way or could cause an interruption of traffic or parking on any city streets in such a way that it requires the special attention or involvement of city personnel such as closing a street, directing traffic, or erecting barriers or other safety signs or devices;
- (2) Use of loudspeakers or sound amplifiers in a place that is not completely enclosed in a building and is within 150 feet of a single-family, duplex, or multiple family dwelling;
- (3) A fireworks display;
- (4) A carnival;
- (5) A circus;
- (6) A Fun Run, Walk or Race; or
- (7) A parade.

*Street* means the entire width between the boundary lines of every way publicly maintained, when any part is open to the use of the public for purposes of vehicular travel.

**Sec. 54-122. General authority and duty of chief of police.**

- (a) The provisions of this article shall be administered and enforced by the chief of police.
- (b) The chief of police has the authority to issue, modify, amend, deny or revoke a special event permit pursuant to this article.

**Sec. 54-123. Special event provisions cumulative.**

The provisions of this article are cumulative of all city ordinances. Building permits, electrical permits, food establishment permits, alcoholic beverage licenses, and all other permits required by ordinance or other law for specific activities to be conducted in conjunction with or as part of the special event, must be applied for separately in accordance with the applicable ordinance or law.

**Sec. 54-124. Exceptions.**

The provisions of this article shall not apply to:

- (1) Construction activity;
- (2) House moving;
- (3) Events conducted and completely contained within an enclosed structure;
- (4) Events covered by an interlocal contract between the city and another governmental entity;
- (5) City park activities that are limited to the use of picnic and shelter pavilions or sports and recreation facilities, that are regulated by the director of Parks and Recreation or the director of Public Works, and that do not affect property outside the park;
- (6) The armed forces of the United States or the State of Texas, or law enforcement or fire protection units acting within the scope of their duty;
- (7) City-sponsored or City-managed activities;
- (8) Funeral processions proceeding by vehicle in the most reasonable route from a funeral home, church, or residence of the deceased to the place of service or interment;
- (9) Sporting events conducted by the Eagle Mountain Saginaw Independent School District, or other such public or private educational institution; or
- (10) A sidewalk procession which observes and complies with traffic regulations and traffic control devices, using that portion of a sidewalk nearest the street, but at no time using more than one-half of the sidewalk.

**Sec. 54-125. Permit application.**

- (a) *Special events.* A person desiring to hold a special event shall apply for a permit by filing with the chief of police a written application on a form provided for that

purpose. A separate permit is required for each location where a special event will be conducted. The application must be filed not less than 21 days before the first special event is to begin.

- (1) The chief of police may waive the 21-day filing requirement if the chief of police determines that the application can be processed in fewer than 21 days, taking into consideration the applicable requirements to be imposed, number of agencies and other departments involved, and whether a similar event has previously been permitted.
  - (2) The chief of police shall send to the applicant, by personal delivery or by certified mail, return receipt requested, written notice of whether the 21-day filing requirement will be waived. The applicant may appeal the chief of police's refusal to waive the 21-day filing requirement pursuant to the procedure set forth in section 54-132.
- (b) *Permit fee.* An application for a special event or parade permit must be accompanied by a non-refundable application fee, as set forth in the City's Fee Schedule. The city manager shall have authority to waive application fees for community or non-profit events.

#### **Sec. 54-126. Contents of application.**

An application for a special event permit must be signed by the applicant before an officer authorized to administer oaths and contain the following information:

- (1) The name, address, and telephone number of the applicant and of any other persons responsible for the conduct of the special event;
- (2) A description of the special event and requested dates and hours of operation for the special event;
- (3) The estimated number of persons and vehicles to participate in the special event;
- (4) A sketch showing the area or specific route to be used during the special event (including, if applicable, the starting and termination points), along with the location of proposed structures, stages, tents, fences, barricades, signs, banners, restroom facilities, and loudspeakers and amplifiers;
- (5) Provisions for parking with a designation of where "no parking" signs will be used;
- (6) Details of how applicant proposes to provide security;
- (7) The time and location of street closings, if any are requested;

- (8) Details of speculated Dignitary participation, including the name and office held for each dignitary;
- (9) A description and the number of animals to be used in the special event, if any;
- (10) Details of how the applicant will clean up the area used after the special event, if on public property;
- (11) Proof that the applicant possesses all licenses and permits required by this code or other city ordinance or state law for the conduct of the special event;
- (12) Proof that the applicant possesses liability insurance in a form and in an amount found to be adequate by the director of finance, taking into consideration the number of people, the risk involved, and the time of the event, to cover the activities licensed herein. Applicant shall name the city and its officers and employees as additional insureds. Applicant shall also provide a certificate of insurance, showing such required insurance, to the director of finance within a reasonable time, no less than 48 hours prior to the scheduled event. If the applicant is of the opinion that the amount or form of insurance is not reasonable, the applicant may appeal pursuant to the procedure set forth in section 54-132; and
- (13) Any other information requested by the chief of police relevant to the application.

**Sec. 54-127. Departmental notice for special events.**

Upon receipt of the completed application for a special event permit, the chief of police shall forward a copy of the application to the departments of Fire, Finance, Public Works, Building Inspection, Code Enforcement and the City Manager. If any part of the event is to be held on or adjacent to park property, the chief of police shall also forward a copy of the application to the director of Parks and Recreation. Each department shall review the application and return it, with any comments, to the chief of police within five working days of receipt, or as otherwise required by the chief of police if the 21-day filing period has been waived pursuant to sections 54-125(a)(1) or 54-132.

**Sec. 54-128. Permit conditions.**

- (a) The department directors and the chief of police may impose conditions and restrictions necessary for the safe and orderly conduct of a special event, to be incorporated into the permit before issuance.
- (b) The chief of police and department directors shall develop a schedule of actual costs for city personnel, equipment and supplies that are needed in conducting special events and that the applicants are required to reimburse. Once approved and prior to the issuance of a permit, the applicant shall be advised of the required reimbursement to the city. The applicant shall pay such cost or provide security



for payment in an amount deemed adequate by the chief of police. In the alternative, if the applicant can provide the required services by other means, approved by the chief of police, the permit may be approved on that basis.

- (c) The chief of police shall send to the applicant, by personal delivery or by certified mail, return receipt requested, written notice of the conditions, restrictions, and costs incorporated into each permit. The applicant may appeal these conditions, restrictions, and costs pursuant to the procedure set forth in section 54-132.
- (d) To the extent of any conflict, such conditions, restrictions, and costs incorporated into each permit shall supersede the provisions set forth herein.

**Sec. 54-129. Issuance of permit.**

- (a) After reviewing the application and the departmental comments, the chief of police shall issue the permit unless denial is required by the provisions of this article. The chief of police shall give written notice, by personal delivery or certified mail, return receipt requested, of the approval or denial of the special event permit within a period not to exceed ten days from the date the application was submitted.
- (b) Should the application for a special event permit reveal that the parade route requested will interfere with the orderly flow of vehicular and pedestrian traffic, the chief of police shall have authority to establish a reasonable alternate route and regulate the width of the parade.

**Sec. 54-130. Indemnification.**

An applicant for a special event permit must execute a written agreement to indemnify the city and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the special event or parade, including without limitation claims of the city for damage to city parks and other city property.

**Sec. 54-131. Denial or revocation.**

- (a) Grounds for denial of a special event permit are as follows, as applicable:
  - (1) A special event permit has been granted for another special event or parade at the same place and time;
  - (2) Another special event has already been permitted at a place and/or time that will directly conflict with the requested special event, and/or there are not sufficient city resources or other comparable resources to reasonably accommodate both events;

- (3) The proposed special event will unreasonably disrupt the orderly flow of traffic and no other reasonable means of rerouting traffic or otherwise meeting traffic needs is available;
  - (4) The applicant fails to provide for:
    - a. Protection of event participants;
    - b. Public health and sanitation;
    - c. Crowd security, taking into consideration the size of the event;
    - d. Emergency vehicle access;
    - e. Traffic and pedestrian safety; and
    - f. Parking;
  - (5) The applicant fails to comply with, or the proposed special event will violate, a city ordinance or other applicable law, unless the prohibited conduct or activity was specifically permitted pursuant to this article;
  - (6) The applicant makes a false statement of material fact on an application for a special event permit;
  - (7) The applicant fails to provide proof that the applicant possesses a license or permit required by city ordinance or other applicable law for the conduct of all activities included as a part of the special event;
  - (8) The applicant has had a special event permit revoked within the preceding 12 months;
  - (9) The applicant has committed, within the preceding 12 months, a violation of a special event permit or this article;
  - (10) The applicant fails to pay any outstanding costs or damages owed to the city for a past special event; and
  - (11) The applicant has failed to comply with insurance requirements contained in subsection 54-126(11).
- (b) Grounds for revocation of a special event permit are as follows:
- (1) The applicant fails to comply with, or the special event is in violation of, a condition or provision of the permit, an ordinance of the city, or any other

applicable law, unless the prohibited conduct or activity was specifically permitted pursuant to this article;

- (2) The permit holder made a false statement of material fact on an application for a special event permit;
  - (3) The special event fails to begin within 30 minutes of the appointed time of commencement, and it would not be reasonable to start the special event late, taking into consideration conditions such as traffic impact, nighttime, parking, city personnel necessary, or other such circumstances; and
  - (4) When, in the judgment of the chief of police, a violation exists that requires immediate abatement because of danger to property, sanitation, or the health or safety of citizens, the chief shall have authority to revoke a permit immediately.
- (c) The applicant or permit holder may appeal the decision of the chief of police to deny or revoke a special event permit pursuant to the procedure set forth in section 54-132.

**Sec. 54-132. Appeal procedure.**

- (a) The appeal procedure in subsection (b) shall be applicable for an appeal from:
  - (1) the chief of police's refusal to waive the 21-day filing requirement for a special event permit, pursuant to subsection 54-125(a)(2);
  - (2) the form and amount of liability insurance required by the director of finance pursuant to subsection 54-126(11);
  - (3) the conditions, restrictions, and costs imposed on a permit for a special event pursuant to subsection 54-128(b); or
  - (4) the denial or revocation of a permit for a special event pursuant to section 54-131.
- (b) The action of the applicable city staff member shall be final unless the applicant or permit holder, within five days after the receipt of written or oral notice (as required pursuant to this article), files with the city manager a written appeal. The city manager shall, within 72 hours after the appeal is filed, consider all the evidence in support of or against the action appealed and render a decision either sustaining or reversing the decision of the city staff member. The decision of the city manager shall be final.
- (c) Due to time constraints, there is no appeal for revocation of a permit once the event has begun or has passed its stated starting time.

**Sec. 54-133. Special provisions for special events.**

- (a) *Streets and other city property.* If the special event requires the use of city streets or other city property, the following conditions shall be applicable:
- (1) No permanent improvements of any kind shall be placed upon said property by applicant, and any temporary structures shall be removed upon termination of the permit, so that the property permitted shall be returned to the city in the same condition as it existed prior to the granting of the permit by the city;
  - (2) Applicant shall maintain and keep the property clean of any unreasonable accumulation of trash, or any other condition that would be a nuisance to the city;
  - (3) Applicant shall not unduly deny or restrict access to any business or owner in the area;
  - (4) Applicant shall only enter and exit the permitted property by ways approved by the chief of police;
  - (5) If specified in the permit, applicant shall make arrangements to barricade any permitted areas from the general public and erect any safety equipment, including lighting, that is reasonable and necessary and required by the chief of police;
  - (6) Applicant and its agents, employees and contractors shall perform all acts in a safe manner and in compliance with all laws of the city, state and federal government; and
  - (7) Applicant shall obtain the consent and permission of any property owner affected by such permit before requesting the closure of any streets, rights-of-way, or other city property, and indemnify the city, its officers and employees, from any claim filed by owners of property affected by the closure of the streets, rights-of-way, or other city property.
- (b) *Parking.* The city shall have the authority, when reasonably necessary as determined by the police department based on pedestrian and traffic safety, to prohibit or restrict the parking of vehicles along a street or highway or part thereof adjacent to the site of the special event or parade. The city shall post signs, at the applicant's cost, indicating that it shall be unlawful for any person to park or leave unattended any vehicle in such areas.
- (c) *Trailers.* Trailers or other vehicles may be temporarily occupied as living quarters at the site of a special event, provided the trailers have self-contained sanitation facilities or are connected to approved sanitary disposal systems. Such

vehicles and trailers shall be parked at least 300 feet or more from any developed residential district and located so as not to impede vehicular or pedestrian traffic. Compliance with Zoning Ordinance Section 8-7 will be required.

- (d) *Amusement rides.* Rides and/or other attractions associated with special events shall conform to statutory rules and regulations set forth in Chapter 2151 of the Texas Occupations Code, as amended, designated the "Amusement Ride Safety Inspection and Insurance Act."
- (e) *Tents and temporary structures.* Any use of a tent, canopy, or temporary structure, including a stage, shall meet the requirements of the Uniform Fire Code, except that a separate permit is not required when a special event or parade permit has been obtained. Fire lanes for emergency equipment must be provided and the site prepared in a manner so as not to be a fire hazard as determined by the fire chief. The tent or temporary structure must also be properly anchored and supported for purposes of public safety.
- (f) *Food service.* Where food service is provided, said operation shall be in compliance with all provisions of applicable laws and ordinances concerning food service, including without limitation applicable provisions of the Texas Health and Safety Code, as amended.
- (g) *Sanitary facilities.* The chief of police and the director of parks and recreation in park areas, with advice from the Tarrant County Department of Health, shall establish the requirements for portable type sanitary facilities based on the estimated number of people, other available facilities in the area, and the term of the event.
- (h) *Animals.* Applicant shall make arrangements to remove all waste from animals used in any special event or parade. Should animals be kept within the city limits at night, they shall be kept at least 300 feet or more from any developed residential district. Animals in parks are subject to park rules.
- (i) *Water usage.* Any special event or parade requiring the use of water from the city water system must coordinate with the utility department to obtain a temporary meter. Deposit for the meter and payment for water used shall be in accordance with ordinances of the city.
- (j) *Solid waste dumpsters.* The director of public works shall establish the requirements for solid waste dumpsters based on the estimated number of people, type of events, other facilities in the area and term of the event.
- (k) *Loudspeakers and amplifiers.* The use of loudspeakers and amplifiers for special events or parades shall be in accordance with sections 30-131 and 30-132 of this Code.

- (1) *Miscellaneous.* An applicant shall comply with the following special requirements:
  - (1) Notify any residents whose access to their own property will be limited or restricted by reason of the special event or parade; and
  - (2) Meet with the chief of police, or designated agent, on a timely basis prior to the special event or parade, at a time and place designated by the chief of police.

**Section 54-134. Offense and penalty.**

- (a) A person commits an offense if that person:
  - (1) Commences or conducts a special event without a permit; or
  - (2) Fails to comply with any requirement or provision for a special event pursuant to this article; or
  - (3) Obstructs, impedes or interferes with any special event, or with any person, vehicle or animal participating in a special event.
- (b) If conduct that would otherwise violate this section consists of speech or other communication, in a gathering with others to hear or observe such speech or communication, or in a gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political, or religious questions, the person may not be arrested or cited unless the person has first been ordered to move, disperse, or otherwise remedy the violation.
- (c) Any person who violates, disobeys, neglects or refuses to comply with any provision of this article shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00).
- (d) Each day that any violation hereof continues shall be deemed to constitute a distinct and separate offense.

**SECTION 2.**

That Section 8-7 of Article 8 of Appendix A, "Zoning," is hereby amended to read as follows:

**"Sec. 8-7. - Temporary uses and permitted commercial events.**

- (a) *Generally.* Certain temporary uses of land are essential to the full development and utilization of the land and are deemed to promote the health, safety, and general welfare of the city. The temporary uses and special events hereinafter

enumerated shall not be deemed violations of this ordinance when conducted under the conditions herein provided.

- (b) *Permitted temporary uses.* The permitted temporary uses, the conditions of use, the zoning districts wherein the same shall be permitted, and approvals required are as follows:
- (1) *Construction office.* Temporary field or construction offices and temporary building material storage areas to be used solely for on-premise construction purposes in connection with the property on which they are erected, or within the same platted subdivision may be permitted in all zoning districts when approved by the administrative official. The application for a temporary use permit shall include a scale drawing showing the location and size of the building(s), all outside storage areas, and proposed construction fencing. Such permit shall be issued for temporary buildings on construction sites for a period of six months, with a renewal clause for a similar period. Such buildings must be removed within 30 days after substantial completion or abandonment of such new construction to which they are accessory, or upon the request of the administrative official or his/her designee;
  - (2) Temporary outdoor sales on properties zoned CC, CF, LI, and HI by the existing occupants of existing businesses of such properties, may be permitted by the city enforcement officer for a period not to exceed 30 days upon the application and granting of a temporary use permit;
  - (3) In no event shall such temporary uses be allowed for more than 30 consecutive days or more than once per year. All sales shall meet the special conditions, if any, imposed by the city enforcement officer and/or fire marshal for the protection of public interest and the welfare of the community;
  - (4) No tent or similar structure shall be erected in any required setback or designated easement. Tents shall conform to the International Fire Code and no tent shall be erected without first obtaining a permit. No outside use of property for sales will be allowed except by the existing occupants of the property. This includes parking of vehicles for a purpose other than conducting business on the premises;
  - (5) The temporary outdoor sale of Christmas trees may be permitted on those properties zoned CC, CF, LI, and HI for a period of 40 days prior to Christmas Day. The administrative official may issue a permit for such sale when it is found that there is available adequate off-street parking area, either improved or unimproved, as determined by the building official; and that location and layout of drives, parking areas, lighting, and sale signs will not constitute a hazard to public travel on the abutting

public streets. Trees, stands, equipment, trash, signs, lighting and shelters shall be removed by the permit holder no later than January 4 following the Christmas holiday;

- (6) Carnivals and circuses may be allowed as a temporary use for a period not exceeding 14 consecutive days. Such events shall be on a site in the CC, CF, LI, and HI zoning districts. Adequate parking and sanitary facilities shall be made available to the satisfaction of the building official. No carnival or circus shall begin operation before 8:00 a.m. and operation shall cease before 11:00 p.m. on all nights except on Saturday when the event shall cease operation at midnight. The administrative official shall establish the terms and conditions for the temporary use at the time of approval. In the event that a sponsor is dissatisfied with the administrative official's decision, the sponsor may appeal the requested use to the city council; and
  - (7) Refreshment stands and snow cone stands (temporary and seasonal). Refreshment stands and snow cone stands shall be exempt from the area and masonry requirements of the underlying zoning district.
- (b) *Permitted commercial events.* For the purpose of this section, "permitted commercial events" are defined as any activity or event meeting the following criteria:
- (1) The event or activity is carried on for a period of time not exceeding three consecutive days;
  - (2) No retail sales are conducted except those incidental to the primary activity such as refreshment and souvenir sales. Charitable and nonprofit organizations may conduct retail sales for fund-raising purposes in any zoning district;
  - (3) Grand openings qualify as a permitted commercial event under the following conditions:
    - a. For bona fide new businesses, with a new certificate of occupancy. No re-grand openings;
    - b. One temporary portable trailer mounted sign for a maximum of 30 days;
    - c. On premises signage only. Signs are not permitted in the right-of-way, fire lane, sidewalk or pedestrian way;
    - d. Maximum size of portable sign trailer shall be five feet tall × ten feet wide, 50 square feet maximum;



- e. Sign cannot obstruct traffic visibility or be illuminated in any way;
- f. Permit fee of \$25.00. Application required;
- g. Banners and balloons allowed for a maximum of 30 days from the date of the certificate of occupancy. Placement of banners and balloons shall conform to the provision of subsection c. above. If electrical power is required it must be in conformance with the electrical code and not create a tripping hazard or any other hazard; and
- h. No grand opening signs or other grand opening devices shall resemble any traffic control signs, emergency beacons, or flashing traffic signals.

(c) *Contents of application.* An application for approval of a temporary use or permitted commercial event shall include the following information:

- (1) Brief description of the event;
- (2) Exact location;
- (3) Expected attendance;
- (4) Anticipated number of automobiles and proposed methods of providing parking for the same;
- (5) Location and construction of any temporary signs to be used in connection with the event;
- (6) Exact dates of commencement and termination of the event;
- (7) Signed certification by the responsible party and the record owner of the land that all information provided is true and correct and that all schedules will be strictly adhered to; and
- (8) A fee in accordance with the City of Saginaw fee schedule.

(d) *Approval by the city council.* Approval of a permit for a temporary use or permitted commercial event must be approved by the city manager or his/her designee. The city manager or designee may elect, at his/her discretion, to forward any request to the city council.

### **SECTION 3.**

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 4.**

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

### **SECTION 5.**

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of any ordinances governing zoning or special events 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 and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

### **SECTION 6.**

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 guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2000.00, as provided by Sec. 1-13 of the Saginaw City Code. Each day a violation continues shall be deemed a separate offense.

### **SECTION 7.**

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 8.**

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:

\_\_\_\_\_  
BRYN MEREDITH, CITY ATTORNEY

**MINUTES OF A REGULAR MEETING AND PUBLIC HEARING  
OF THE CITY OF SAGINAW  
PLANNING AND ZONING COMMISSION  
HELD AT THE CITY OF SAGINAW CITY HALL  
333 WEST MCCLEROY BOULEVARD  
JULY 10, 2018**

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Member	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 3	Malinda Julien
Member	Place No. 5	Jason LaBruyere
Alternate Member	Alt No. 1	John Peet
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
Police Captain		Russell Ragsdale
Recording Secretary		Mary Ragle

Absent from the Meeting:

Visitors at the Meeting:

Jon Julien

**(1) Call to Order**

Chairman Lewis called the meeting to order at 6:00 p.m.

**(2) Roll Call to Establish Quorum**

Chairman Lewis called roll. The quorum will consist of Chairman Lewis, Vice Chairman Haney, Members Barngrover, Julien, and LaBruyere.

**(3) Audience Participation**

Chairman Lewis advised the audience of the procedure to follow in order to speak on an item listed on the agenda.

**(4) Approval of Minutes**

The minutes of a regular meeting on June 12, 2018 were presented for approval. A motion was made by Member LaBruyere with a second by Vice Chairman Haney to approve the minutes as presented. Motion carried unanimously.

For: Chairman Lewis, Vice Chairman Haney,  
Members Barngrover, Julien, LaBruyere

Against: None

Absent            None

**(5)     PZ 0718-01                    PUBLIC HEARING**  
**Consideration and Action Regarding an Amendment to the Zoning Ordinance (No. 2004-04) Section 8-7 Temporary Uses and Special Events**

Chairman Lewis read the request and opened the Public Hearing at 6:02 p.m.

Director of Public Works Trice reviewed the information in the members' packets. He advised this amendment was requested by the police department and that Captain Ragsdale was present to answer any questions.

Captain Ragsdale reviewed his memo to the members that was included in their packets and also the proposed amendment. He answered questions and addressed concerns of the members.

Member Haney closed the Public Hearing at 6:07 p.m.

A motion was made by Member Barngrover with a second by Vice Chairman Haney to recommend that the city council approve the amendment to the Zoning Ordinance, Section 8-7, Temporary Uses and Special Events as presented. Motion carried

For:                    Chairman Lewis, Vice Chairman Haney,  
                             Members Barngrover, Julien, LaBruyere

Against:            None

Absent                None

**(6)     Staff Report**  
**A. Discussion of Residential, Commercial, Industrial, and City Capital Projects**  
**B. Previous Cases**

DPW/ED Trice reviewed projects and developments included in information included in the members' packets.

**(7)     EXECUTIVE SESSION**

1 § 551.071. Consultation with Attorney. The Planning and Zoning Commission may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Planning and Zoning Commission 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**

No executive session was held

**(8)     Adjournment**

Motion was made by Member LaBruyere with a second by Member Barngrover to adjourn the meeting. Motion carried unanimously.

For:                    Chairman Lewis, Vice Chairman Haney,

Members Barngrover, Julien, LaBruyere

Against: None

Absent None

Chairman Lewis declared the meeting of July 10, 2018 closed at 6:15 p.m.

APPROVED:

\_\_\_\_\_  
Matthew Lewis, Chairman

ATTEST:

\_\_\_\_\_  
Mary Ragle, Recording Secretary

## Mary Ragle

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**From:** Janice England <jengland@ci.saginaw.tx.us>  
**Sent:** Tuesday, June 26, 2018 10:53 AM  
**To:** 'Mary Ragle'  
**Subject:** July 10th P&Z Meeting  
**Attachments:** Public Notice -nwsppr ntc Amend Zoning Ord--Special Events.doc; Special Events Memo Ragsdale.doc; 8-7 Special Events - Zoning Code.JRP.4.25.18.docx; Special Event Permit application.pdf

Attached is the public hearing notice that will be in the Star Telegram on Thursday. After the P&Z takes action on the proposed amendment to the zoning regulations, Bryn will combine the amendment with a new special events ordinance that the PD and FD have been working on. Per Bryn, P&Z action is not required on the new special events portion. Let me know if you have any questions.

Janice

*Janice England, TRMC  
City Secretary  
City of Saginaw  
P.O. Box 79070  
333 West McLeroy Blvd.  
Saginaw, TX 76179  
Office: 817-230-0327  
Fax: 817-232-4644  
[jengland@saginawtx.org](mailto:jengland@saginawtx.org)*

*Note: This email and responses may be subject to the Texas Open Meetings Act. Please reply only to the sender.*

**ATTENTION PUBLIC OFFICIALS:**

**A "Reply to All" of this email could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.**

**CONFIDENTIALITY NOTICE:**

*This email, including any attachments, contains information that may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this email in error, please notify the sender immediately by "reply to sender only" message and destroy all electronic and hard copies of the communication, including attachments.*

## **City of Saginaw Public Notice**

A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on July 10, 2018, and by the Saginaw City Council at 6:00 p.m. on July 17, 2018, (contingent upon the receipt of a report from the Planning and Zoning Commission) to consider whether to amend Section 8-7 of the Zoning Regulations governing temporary uses and permitted commercial/special events. Both meetings will take place in the Council Chambers at Saginaw City Hall located at 333 West McLeroy Boulevard. The public is invited to attend and will be given an opportunity to be heard. Please direct any questions regarding this matter to City Secretary Janice England at 817-232-4640, ext. 2327.



**SAGINAW POLICE DEPARTMENT  
INFORMATIONAL MEMO**



TO: Doug Spears, Interim Police Chief  
FROM: Russell Ragsdale  
REF: Special Events Ordinance  
DATE: June 26, 2018

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Chief,

I have prepared a Special Event Ordinance for the primary purpose of ensuring the safety of the community and event participants and to ensure other necessary concerns are addressed for events within the City. We annually have several requests for 5K runs, fun runs, parades, etc. and without an ordinance for these events, we are relatively unable to regulate or assist in coordination for them.

Having a Special Event Ordinance provides the Police Department the ability to review and regulate routes, parking, security provisions, confirmation that necessary permits are obtained (food, sanitation, etc.), assurance that fire department concerns and any applicable fire code requirements are addressed, and to ensure any applicable insurance and indemnity agreements are in place.

The Police Chief is provided the overall responsibility for permit approval, which is common in most municipalities that I have researched. Facilitating a single permit administrator ensures the permit process is managed appropriately and done so in timely fashion. The proposed ordinance requires the Police Chief to forward these applications to other department heads and city management to ensure that all applicable departments of the City are aware of the event and provides those departments the opportunity to provide input that could be important to a proposed special event. Examples such as city projects, road construction, other scheduled events, forecast of severe weather, etc. that could interfere or significantly impact the event.

The Special Event Ordinance also provides the police department authority to revoke a permit, or close down an event for violation of the ordinance. Typically this would be reserved for rare situations in which the safety or welfare of participants became a significant concern. Normally, ordinance violations would be addressed through voluntary compliance as they typically are for other city ordinances however, if voluntary compliance fails, the ordinance permits the City to address safety concerns or restore order through revocation of the permit and potentially citing sponsors for the violations.

The City Attorney has reviewed the proposed ordinance and has approved it in its current form. The approval of this ordinance will necessitate a few revisions to clarify conflicting language in the Zoning Ordinance (8-7), which regulates special events for commercial property.

**Sec. 8-7. - Temporary uses and permitted commercialspecial events.**

- A. *Generally.* Certain temporary uses of land are essential to the full development and utilization of the land and are deemed to promote the health, safety, and general welfare of the city. The temporary uses and commercial special events hereinafter enumerated shall not be deemed violations of this ordinance when conducted under the conditions herein provided.
- B. *Permitted temporary uses.* The permitted temporary uses, the conditions of use, the zoning districts wherein the same shall be permitted, and approvals required are as follows:
1. *Construction office.* Temporary field or construction offices and temporary building material storage areas to be used solely for on-premise construction purposes in connection with the property on which they are erected, or within the same platted subdivision may be permitted in all zoning districts when approved by the administrative official. The application for a temporary use permit shall include a scale drawing showing the location and size of the building(s), all outside storage areas, and proposed construction fencing. Such permit shall be issued for temporary buildings on construction sites for a period of six months, with a renewal clause for a similar period. Such buildings must be removed within 30 days after substantial completion or abandonment of such new construction to which they are accessory, or upon the request of the administrative official or his/her designee.
  2. Temporary outdoor sales on properties zoned CC, CF, LI, and HI by the existing occupants of existing businesses of such properties, may be permitted by the city enforcement officer for a period not to exceed 30 days upon the application and granting of a temporary use permit.
  3. In no event shall such temporary uses be allowed for more than 30 consecutive days or more than once per year. All sales shall meet the special conditions, if any, imposed by the city enforcement officer and/or fire marshal for the protection of public interest and the welfare of the community.
  4. No tent or similar structure shall be erected in any required setback or designated easement. Tents shall conform to the ~~Uniform~~ International Fire Code and no tent shall be erected without first obtaining a permit. No outside use of property for sales will be allowed except by the existing occupants of the property. This includes parking of vehicles for a purpose other than conducting business on the premises.
  5. The temporary outdoor sale of Christmas trees may be permitted on those properties zoned CC, CF, LI, and HI for a period of 40 days prior to Christmas Day. The administrative official may issue a permit for such

sale when it is found that there is available adequate off-street parking area, either improved or unimproved, as determined by the building official; and that location and layout of drives, parking areas, lighting, and sale signs will not constitute a hazard to public travel on the abutting public streets. Trees, stands, equipment, trash, signs, lighting and shelters shall be removed by the permit holder no later than January 4 following the Christmas holiday.

6. Carnivals and circuses may be allowed as a temporary use for a period not exceeding 14 consecutive days. Such events shall be on a site in the CC, CF, LI, and HI zoning districts. Adequate parking and sanitary facilities shall be made available to the satisfaction of the building official. No carnival or circus shall begin operation before 8:00 a.m. and operation shall cease before 11:00 p.m. on all nights except on Saturday when the event shall cease operation at midnight. The administrative official shall establish the terms and conditions for the temporary use at the time of approval. In the event that a sponsor is dissatisfied with the administrative official's decision, the sponsor may appeal the requested use to the city council.
7. Refreshment stands and snow cone stands (temporary and seasonal). Refreshment stands and snow cone stands shall be exempt from the area and masonry requirements of the underlying zoning district.

C. *Permitted commercial special events.* For the purpose of this section, "permitted commercial special events" are defined as any activity or event meeting the following criteria:

1. The event or activity is carried on for a period of time not exceeding three consecutive days;
2. No retail sales are conducted except those incidental to the primary activity such as refreshment and souvenir sales. Charitable and nonprofit organizations may conduct retail sales for fund-raising purposes in any zoning district;

~~3. Public assemblies carried on out of doors or in temporary shelters or tents.~~

4.3. Grand openings qualify as a permitted commercial special event under the following conditions:

- a. For bona fide new businesses, with a new certificate of occupancy. No re-grand openings.
- b. One temporary portable trailer mounted sign for a maximum of 30 days.
- c. On premises signage only. Signs are not permitted in the right-of-way, fire lane, sidewalk or pedestrian way.

d. Maximum size of portable sign trailer shall be five feet tall × ten feet wide, 50 square feet maximum.

e. Sign cannot obstruct traffic visibility or be illuminated in any way.

f. Permit fee of \$25.00. Application required.

g. Banners and balloons allowed for a maximum of 30 days from the date of the certificate of occupancy. Placement of banners and balloons shall conform to the provision of subsection c. above. If electrical power is required it must be in conformance with the electrical code and not create a tripping hazard or any other hazard.

h. No grand opening signs or other grand opening devices shall resemble any traffic control signs, emergency beacons, or flashing traffic signals.

D. *Contents of application.* An application for approval of a temporary use or [special permitted commercial](#) event shall include the following information:

1. Brief description of the event;
2. Exact location;
3. Expected attendance;
4. Anticipated number of automobiles and proposed methods of providing parking for the same;
5. Location and construction of any temporary signs to be used in connection with the event;
6. Exact dates of commencement and termination of the event;
7. Signed certification by the responsible party and the record owner of the land that all information provided is true and correct and that all schedules will be strictly adhered to;
8. A fee in accordance with the City of Saginaw fee schedule.

E. *Approval by the city council.* Approval of a permit for a temporary use or [special permitted commercial](#) event must be approved by the city manager or his/her designee. The city manager or designee may elect, at his/her discretion, to forward any request to the city council.

(Ord. No. 2011-23, § 1, 11-15-11; Ord. No. 2012-08, § 3, 2-21-12)



# City of Saginaw

**Meeting Date:** 7/17/2018

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

**Agenda Item:** 6  
(CC-0718-07)

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

**Phone:** 817-230-0449

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**SUBJECT:** Overview of Proposed Food Truck Park at Willow Creek Park

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**BACKGROUND/DISCUSSION:**

Director of Public Works Trice will give an overview of the proposed Food Truck Park at Willow Creek Park.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

This item is for discussion only. No action will be taken.

**Attachments**

None



# City of Saginaw

## City of Saginaw

**Meeting Date:** 7/17/2018

**Staff Contact:** Alora Wachholz

**Agenda Item:** 7  
(CC-0718-08)

Director of Economic Development  
**E-mail:** [aloraw@saginawtx.org](mailto:aloraw@saginawtx.org)

**Phone:** 817-230-0331

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**SUBJECT: Public Hearing** – Regarding a Proposed Project within Willow Creek Park owned and operated by the City of Saginaw and located immediately north of a 1.5 acre tract on the hard northwest corner of Longhorn Road and South Knowles Drive. Proposed Project would utilize approximately 1.25 acres of the park property as a food truck court open to the public and is expected to include basic infrastructure for such use

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**BACKGROUND/DISCUSSION:**

**This item is a public hearing only. No action will be taken.**

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

Attachments

Public Hearing Notice

**City of Saginaw**  
**Notice of Public Hearing**

The City of Saginaw will be conducting a public hearing at 6:00 PM on July 17, 2018 at the Saginaw City Hall, located at 333 West McLeroy Boulevard, Saginaw, Texas 76179 regarding a proposed project within Willow Creek Park owned and operated by the City of Saginaw, Texas and located immediately north of a 1.5-acre tract on the hard northwest corner of Longhorn Road and South Knowles Drive. The project proposed would utilize approximately 1.25-acres of the park property as a food truck court open to the public and is expected to include basic infrastructure for such use. Please direct any questions regarding this hearing to Alora Wachholz, Director of Economic Development, at 682-385-9190.



# City of Saginaw

## City of Saginaw

**Meeting Date:** 7/17/2018

**Staff Contact:** Janice England  
City Secretary

**Agenda Item:** 8  
(CC-0718-09)

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

**Phone:** 817-230-0324

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**SUBJECT:** Consideration and Action regarding Appointment to Advisory Recreation and Parks Board

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**BACKGROUND/DISCUSSION:**

Due to the recent election of Councilmember Tucker, there is a vacant position (Place No. 1) on the Advisory Recreation and Parks Board. Since board appointments were made in June, we have received one "Application for Citizen Boards, Commissions & Committees" from Charity DeVille. She indicated on her application that she is interested in serving on the Advisory Recreation and Parks Board.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

Attachments

Application  
Board Member List





# City of Saginaw

333 West McLeroy Blvd.  
P.O. Box 79070  
Saginaw, Texas 76179  
Phone: (817) 232-4640  
Fax: (817) 232-4644  
www.ci.saginaw.tx.us

## APPLICATION FOR CITIZEN BOARDS, COMMISSIONS & COMMITTEES

This application form is used by the City Council for the purpose of selecting individuals for appointments to serve on duly constituted Boards, Commissions and Committees which have been established to assist and advise the City Council on specific issues. All applicants must have resided in the City of Saginaw for 12 consecutive months preceding appointment. Please complete this application in full and attach any additional information you feel will assist the City Council in their selection. Applications should be typed or clearly printed and filed with the Secretary to the City Council.

<p>Name: <u>Charity DeVille</u></p> <p>Residence address: <u>1105 Parkhill Ave.</u></p> <p>City: <u>Saginaw</u> State: <u>Texas</u> Zip: <u>76179</u></p> <p>Telephone (Home): _____ Telephone (Work): _____</p> <p>E-mail (Home): <u>devilletx@gmail.com</u></p> <p>Resident of Saginaw since: <u>2015</u></p> <p>Do you own Real Property within Saginaw? Yes: <input checked="" type="checkbox"/> No: _____</p> <p>Are you a registered voter of Saginaw? Yes: <input checked="" type="checkbox"/> No: _____</p> <p>Is any family member currently serving on a board or commission? If so give person's name: <u>none</u></p>	<p>Applying for:</p> <p><input type="checkbox"/> Beautification Committee (5)</p> <p><input type="checkbox"/> Planning &amp; Zoning Commission (12)</p> <p><input type="checkbox"/> Zoning Board of Adjustment (8)</p> <p><input type="checkbox"/> Library Board (12)</p> <p><input checked="" type="checkbox"/> Parks Advisory Board (12)</p> <p><input type="checkbox"/> Capital Improvement Board (2)</p> <p><input checked="" type="checkbox"/> Where Needed</p> <p>Please indicate your area(s) of interest. You may specify any number of 1st choice, 2nd, 3rd, etc. The parenthesis indicates (typical number of meetings held each year).</p>
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### TELL US ABOUT YOURSELF. FEEL FREE TO USE THE BACK FOR MORE SPACE.

Present occupation and place of employment: Farmer Bros. Co. (paralegal) Telephone (W): \_\_\_\_\_

Educational background: High School, some college, coursework (Yale)

Community organizations and/or professional memberships: National Coffee Association, NW Eagle TP PAC  
Fort Worth Republican Women, Lions Club International.

Current or previous service on City boards/commissions: none

Reason(s) for which you wish to be considered for appointment: As an active member of the community, I appreciate additional opportunities to serve my city.

What personal qualifications can you bring to this board/commission? I have experience with boards, in governance, and conflict resolution. I am a natural problem solver and can help groups achieve their goals.

What meeting(s) have you attended of the committee(s) for which you wish to be considered? I'll attend my first meeting in July or August 2018

Will you commit to:  Frequent Involvement? (Monthly and as-needed meetings)  
 Moderate Involvement? (Quarterly and/or as-needed)

I certify that the foregoing information is true and correct.

[Signature]  
Signature of Applicant

7/11/2018  
Date

Applicants and incumbents are advised that they may be required to make available information as to any potential conflict of interest arising from their business with the City of Saginaw or where the decisions taken by the City of Saginaw may influence that business or affiliation.

ADVISORY RECREATION AND PARKS BOARD

Charles Tucker	Place No. 1	Term Expires May 2019
Janelle Young	Place No. 2	Term Expires May 2020
Charles Beasley	Place No. 3	Term Expires May 2019
Russell Jolly	Place No. 4	Term Expires May 2020
Brack St. Clair	Place No. 5	Term Expires May 2019
Ronda Nyberg	Place No. 6	Term Expires May 2020
Chris Haworth	Place No. 7	Term Expires May 2019
Travis Albritton	1 <sup>st</sup> Alternate	Term Expires May 2019
Gregory Gerami	2 <sup>nd</sup> Alternate	Term Expires May 2020

Resigned



# City of Saginaw

## City of Saginaw

**Meeting Date:** 7/17/2018

**Staff Contact:** Gabe Reaume  
City Manager

**Agenda Item:** 9  
(CC-0718-10)

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

**Phone:** 817-230-0324

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**SUBJECT:** Consideration and Action regarding Proposal for Professional Architectural Services for the City of Saginaw Municipal Facilities Needs Assessment and “Town Center” Conceptual Design

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**BACKGROUND/DISCUSSION:**

A proposal has been submitted by PGAL for professional architectural services including a preliminary needs assessment for multiple municipal facilities; a conceptual facilities master plan for possible development of a “town center”; and linking together existing and possibly new City Facilities.

**FINANCIAL IMPACT:**

The financial impact will be \$38,360. Funds are available for this expenditure in the current Fund Balance. A budget adjustment will be made at the end of the current fiscal year end.

**RECOMMENDATION:**

Staff recommends approval of the Proposal for Professional Architectural Services for the City of Saginaw Municipal Facilities Needs Assessment and “Town Center” Conceptual Design.

**Attachments**

Proposal



July 5, 2018

## **Proposal for Professional Architectural Services for the City of Saginaw Municipal Facilities Needs Assessment and “Town Center” Conceptual Design**

This Letter of Proposal is for professional Architectural services by **PGAL** (the “Architect”) for the **City of Saginaw** (the “City” and “Owner”) **Municipal Facilities Needs Assessment and “Town Center” Conceptual Design** (the “Project”).

ALEXANDRIA  
ATLANTA  
AUSTIN  
BOCA RATON  
CHICAGO  
DALLAS  
HOBOKEN  
HOUSTON  
LAS VEGAS  
LOS ANGELES

### **1.0 PROJECT SCOPE AND GOALS**

- 1.1** The City desires to complete preliminary needs assessments for multiple municipal facilities and then create a conceptual facilities master plan for possible development of a “town center” along W. McLeroy Boulevard, linking together existing and possibly new City facilities.
- 1.2** Preliminary needs assessments will include the following:
  - Central Fire Station: providing a new station is a top priority
  - Public Works: update 2016 study completed by Quorum architects
  - Library
  - Senior and community center
  - City Hall
  - Police Station: limited to new training room and expanded parking
  - New community gathering space(s)
- 1.3** The current animal control facility is adequate and not included in this study.
- 1.4** The conceptual master plan should consider:
  - creation of an identifiable municipal center that links existing and new facilities in a synergistic manner and further distinguishes the City of Saginaw’s “brand”
  - continued use of existing facilities through renovation, expansion or repurposing
  - highest and best use of available properties: municipal, commercial, retail, restaurant or other community benefit
  - streetscape conceptual development

## 2.0 ARCHITECTURAL SERVICES

The Architect shall collaborate with the City and the City's engineering consultant as needed to provide the following professional services:

### 2.1. Facilities Needs Assessment

The Architect will work with the City administrative team to identify the required activities and types of spaces and amenities desired for the facilities noted in Section 1.0 Project Scope and Goals. This phase will include the following:

**2.1.1 Staff and City Council Meetings:** The Architect will meet with City staff and the City Council to understand their goals and preferences for these facilities and how best to serve the community's needs.

**2.1.2 Written Needs Assessment:** We will create a list of requirements for each facility, identifying the proposed activities and spaces, quantity and size, outdoor amenities, and other desired features. This will be submitted initially as a Rough Draft to the City staff for review and necessary revisions. This will be a high level look at the various needs, but will not include a deeper dive into specific program requirements.

**2.1.3 Needs Assessment Phase Meetings:** The following meetings are included:

- Two days of meetings with City staff
- One City Council programming workshop
- Online WebEx meetings will be held as required
- Final Needs Assessment presentation to City Council for approval

### 2.2. Facilities & Town Center Development

**2.2.1 Conceptual Development Options:** Based on the approved Facilities Needs Assessment for each facility, the Architect will provide multiple options for how to provide the required spaces through a combination of new facilities and renovated, expanded or repurposed existing buildings. We will work with the City to create the most optimal combination to achieve the City's project goals, perhaps with alternate strategies if needed to provide flexibility regarding purchase of additional properties.

**2.2.2 Streetscape Conceptual Development:** The Architect will work with the City and the City's engineering consultant to develop conceptual options to enhance the McLeroy pedestrian and vehicular street experience and provide connectivity and links between the various facilities. The Architect's services will be limited to collaborative discussions, but all streetscape deliverables will be provided by the City's engineering consultant.

**2.2.3 Conceptual Town Center Master Plan:** Based on completion of the above steps, the Architect will create the following final deliverables to illustrate the preferred concepts:

- Town Center Master Plan drawing of the subject area

- 3-D aerial mass model explaining the final concepts
- Floor plans for proposed renovation, expansion or adaptive reuse of the existing facilities
- Proposed new facilities will be limited to footprints shown in the Master Plan. Floor plans for new buildings will not be provided as part of this study.

**2.2.4 Opinion of Probable Project Costs:** The Architect will provide an Opinion of Probable Project Costs for each facility to include construction, architectural/engineering fees and other soft costs. The City’s engineering consultant will be responsible for estimating all street-related improvements.

**2.2.5 Presentation to City Council:** The Architect will present the final deliverables to the City Council for approval.

**2.2.6 Conceptual Design Phase Meetings:** The following meetings are included:

- Three conceptual design review meetings with the City Staff
- Two conceptual design review meetings with the City and engineering consultant
- Online WebEx meetings will be held as required
- One presentation to the City Council

### 3.0 EXCLUDED SERVICES

It is agreed that the following services are not included herein at this time:

- |                                    |  |
|------------------------------------|--|
| • Detailed Facility Programming    | • Landscape Architecture                                     |
| • Land Survey & Platting           | • Structural Engineering                                     |
| • Environmental Assessment         | • MEP Engineering  |
| • Geotechnical Investigation       | • TDLR TAS Plan Review                                       |
| • Civil/Transportation Engineering | • Submission of Documents to Authorities Having Jurisdiction |

### 4.0 PROFESSIONAL FEES

For the services described above, the City shall compensate the Architect as follows:

Facilities Needs Assessment:	\$13,710
Facilities & Town Center Development:	\$24,650
<b>Total Professional Fee</b>	<b>\$38,360</b>

### 5.0 REIMBURSABLE EXPENSES

**5.1.** Client shall reimburse the Architect for actual expenditures made by the Architect in the interest of the Project. Compensation for Reimbursable Expenses shall be computed as a multiple of one and one tenth (1.10) times the actual expense incurred, and shall not exceed \$2,000 without prior written approval. Reimbursable expenses shall include:

- 5.1.1. Transportation to and from the Project location including automobile mileage at prevailing rates, tolls and parking costs;
- 5.1.2. Reproductions, plots, reprographic services, standard form documents, postage, courier or express mail services required for the delivery of Instruments of Service;
- 5.1.3. Telecommunications expenses related to online or video conferences such as GoToMeetings or WebEx.

## 6.0 MISCELLANEOUS PROVISIONS

This agreement is subject to the following General Conditions:

- 6.1 **Payment:** Statements will be submitted monthly according to completion of the work and payment will be due within thirty (30) days of the statement date.
- 6.2 **Additional Services:** Following prior written authorization and approval of Client, Architect shall make revisions in drawings, specifications or other documents when such revisions are:
  - necessitated by inconsistencies with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or Project budget;
  - required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;
  - necessitated because of significant changes in the Project and authorized by written Change Orders including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction;
  - providing any other services not included herein or not customarily furnished in accordance with generally accepted architectural practice.
- 6.3 **Project Schedule:** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. A mutually acceptable project schedule will be established at the outset of the Project based on the information known as of that date. If mutually agreeable, such schedule may be adjusted as the Project proceeds.
- 6.4 **Standard of Practice:** The Architect will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the appropriate profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- 6.5 **Opinions of Probable Construction Cost:** The Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractors' methods of determining prices, or over competitive bidding or market conditions. Therefore, Opinions of Probable Project and/or Construction Costs provided for herein are to be made on the basis of experience and qualifications and represent best judgment as an experienced

and qualified professional Architect, familiar with the construction industry. However, the Architect cannot and does not guarantee that proposals, bids, or actual project cost and construction cost will not vary from Opinions of Probable Project and/or Construction Costs prepared by him. If, prior to the bidding or negotiating, Client wishes greater assurance as to project or construction cost, he shall employ an independent cost estimator.

**6.6 Statement of Jurisdiction:** In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: [www.tbae.state.tx.us](http://www.tbae.state.tx.us).

**AUTHORIZATION:**

If this Proposal is acceptable, please sign below and return one copy to PGAL.

**PGAL**



Signature:

**Jeff D. Bulla, AIA, LEED AP**  
Principal

**CITY OF SAGINAW**

Signature

**Gabriel Reaume**  
City Manager

Date





# City of Saginaw

## City of Saginaw

**Meeting Date:** 7/17/2018

**Staff Contact:** Gabe Reaume  
City Manager

**Agenda Item:** 11  
(WS-0718-01)

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

**Phone:** 817-230-0324

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**SUBJECT:**

- a. Enterprise Fund
- b. Enterprise Escrow Funds
- c. Utility Billing Policies

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**BACKGROUND/DISCUSSION:**

There will be a presentation regarding the items listed above.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

This a workshop item. No action will be taken.

**Attachments**

Copy of Presentation



# Enterprise Fund (Water and Wastewater)

## Revenues

- Rate increase 8% wastewater
- Water increase will be absorbed in current rate

## Expenses

- Fort Worth water rate increase 3.35%
- Fort Worth wastewater increase 8.46%
- Add an Environmental Assistant (50% Drainage Fund)
- Includes TMRS rate increase from 6% to 7% effective 1/1/2019
- Special requests: service truck replacement, file cabinets, replace Vermeer Vac Trailer, portable office space, phone payment system, payroll time keeping system (50%)
- Begin funding for future equipment replacement
- Design for Saginaw Blvd 16" WL PH2 (\$155,00 impact fees)
- Construction for Fairmont 12" sewer rehab PH1 (\$650,000)
- I & I study Ph2 and \$250,000 for I&I projects (\$95,000 and \$250,000)

	FY 17/18 Adopted	FY 17/18 Estimated	FY 18/19 Planning
<b>Beginning Fund Balance</b>	\$ 6,355,239	\$ 6,355,239	\$ 5,772,834
<b>Water Sales</b>	\$ 4,700,000	\$ 5,000,000	\$ 5,000,000
<b>Wastewater Service</b>	3,800,000	4,100,000	4,008,000
<b>Other</b>	1,391,645	1,470,645	633,955
<b>Total Revenues</b>	\$ 9,891,645	\$ 10,570,645	\$ 9,641,955
<b>Water - Fort Worth</b>	\$ 3,030,300	\$ 3,180,000	\$ 3,131,815
<b>Wastewater - Fort Worth</b>	2,815,100	2,897,000	3,053,260
<b>Other Operating</b>	2,525,225	2,549,425	2,690,080
<b>Debt Service</b>	287,625	287,625	282,255
<b>Capital Outlay/Projects</b>	2,239,000	2,239,000	1,290,500
<b>Total Expenses</b>	\$ 10,897,250	\$ 11,153,050	\$ 10,447,910
<b>Ending Fund Balance</b>	\$ 5,349,634	\$ 5,772,834	\$ 4,966,879
<b>Restricted Fund Balance</b>	2,164,563	2,228,513	2,289,353
<b>Unrestricted Fund Balance</b>	3,185,071	3,544,321	2,677,527
		Available for on-going expenses	255,590
		Available for one-time expenses	2,421,937
<b>Inc/(Dec) in Fund Balance</b>	\$ (1,005,605)	\$ (582,405)	\$ (805,955)

# Financial Management Policies

## Utility Billing Policies



### New utility account requires:

- New account application
- Valid government issued identification
- Lease agreement or closing disclosure
- Payment of \$110
- Payment of any balance due on previous utility accounts with the city

### Transfer of service within the city of Saginaw requires:

- Lease agreement or closing disclosure
- Transfer of service application
- Payment of \$10

### Termination of service request requires:

- Address or account number where the service will be terminated
- Date of requested termination
- Complete forwarding address



# Utility Billing Policies

## Disconnect/reconnect water service

- Accounts not paid in full 15 days past the due date will be scheduled for disconnection
- A fee of \$25 will be charged for reconnection
- A fee of \$100 plus any damages for tampering with city property

## Contact customer service

- Extended due date or payment options
- May not be more than 90 days in arrears
- Customers who do not comply with their agreed upon payment arrangements will not have the opportunity to make further arrangements until the beginning of the following calendar year

## Payments not received by due date

- Residential account late charge is \$5
- Commercial account late charge is 10%

## Returned check fees and credit card chargeback fees

- \$25 fee