

City Council Agenda

SAGINAW CITY COUNCIL

NOTICE OF MEETING, PUBLIC HEARING AND WORKSHOP

Meeting, Public Hearing, Workshop and/or Executive Session

6:00 PM - Tuesday, April 2, 2019

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--Todd Flippo, Mayor

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

(2) Invocation--Dr. Danny Howe, First Baptist Church

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

- (a)** Action regarding Minutes, March 19, 2019--Janice England, City Secretary
- (b)** Action regarding Joint Election Agreement and Contract with Tarrant County for Election Services for May 4, 2019 General and Special Elections--Janice England, City Secretary
- (c)** Action regarding Resolution No. 2019-07 - Continued Participation With the Steering Committee of Cities Served by Oncor--Dolph Johnson, Asst. City Manager

- (d)** Action regarding purchase of one 2019 Ford F150 Pickup Truck for the Parks Department and one 2019 Ford F150 Pickup Truck for the Drainage Department--Rick Trice, P.E., Director of Public Works
 - (e)** Action regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn & Associates, Inc. for Willow Creek Park Platting and Survey--Rick Trice, P.E., Director of Public Works
 - (f)** Action regarding authorization of an Individual Project Order (IPO) with Kimley-Horn & Associates, Inc. for the 2019 Inflow & Infiltration Sewer Repairs--Rick Trice, P.E., Director of Public Works
 - (g)** Action Regarding Adoption of Ordinance No. 2019-06 amending Ordinance No. 2014-10, by adopting a revised Water Management Plan and revised Drought Contingency and Emergency Water Management Plan of the City--Rick Trice, P.E., Director of Public Works
 - (h)** Action regarding Authorization for the Mayor to execute a Professional Services Agreement with David Pettit Economic Development, LLC to fund a Tax Increment Reinvestment Zone (TIRZ) feasibility study in an amount not to exceed \$5,000--Alora Wachholz, Director of Economic Development
- (5)** Recognition of the Boswell High School Gold Standard Honor Society for their donations to the Saginaw Animal Services and Adoption Center--Keith Rinehart, Director of Community Services
 - (6)** Update from Community Link Mission--Karen Fuller
 - (7)** Consideration and Action regarding recommendation from Advisory Recreation and Parks Board regarding a Fireworks Display on July 6, 2019--Rick Trice, P.E., Director of Public Works
 - (8)** PUBLIC HEARING - Continuation of Curfew for Minors--Lee Howell, Chief of Police
 - (9)** PUBLIC HEARING - Consideration and Action regarding Resolution No. 2019-08, FY2018-2019 mid-year budget revisions--Kim Quin, Finance Director
 - (10)** Consideration and Action regarding Award of Contract for Willow Creek Park Pavilions--Rick Trice, P.E., Director of Public Works
 - (11)** Consideration and Action regarding Performance Contract with Shawnda Rains Productions for 2019 Train & Grain Festival Entertainment--Janice England, City Secretary
 - (12)** Consideration and Action regarding Adoption of Resolution No. 2019-03, approving an Advance Funding Agreement for Non-Traditionally

Transportation On-System with the Texas Department of Transportation (TxDOT) addressing local and state cost sharing responsibilities for the construction of a 2 lane overpass of Bailey Boswell Road over Business 287 consisting of a bridge, retaining walls, paving, grading, drainage, and illumination; and terminating that certain Advanced Funding agreement between the City and TxDOT approved April 21, 2015, governing the same project--Rick Trice, P.E., Director of Public Works

(13) Recess into Workshop--Todd Flippo, Mayor

(14) Report on Sister Cities Program & Myanmar Trip--Gabe Reaume, City Manager

(15) Reconvene Back into Regular Session--Todd Flippo, Mayor

(16) Executive Session

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

(17) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 4/2/2019

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding minutes, March 19, 2019

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on March 19, 2019 are being presented for approval.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes 3-19-2019

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND WORKSHOP
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MARCH 19, 2019**

Present at the meeting:

Mayor	Todd Flippo
Councilmember	Patrick Farr
Councilmember	Valerie Tankersley
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Dana Shumard, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Director of Public Works	Rick Trice, P.E.
Fire Chief	Doug Spears
Police Chief	Lee Howell
Asst. Police Chief	Russell Ragsdale
Director of Community Svcs.	Keith Rinehart
Library Director	Ellen Ritchie
Director of Human Resources	Melanie McManus
Director of Economic Dev.	Alora Wachholz
Police Officer	LaShun Williams

Absent from the meeting:

Mayor Pro-Tem	David Flory
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Visitors at the meeting:

Dennis Hudson	Ramon Johnson
Lawrence Lakey	Pam Lakey
Jeff Bulla	

(1) Call to Order

Mayor Flippo called the meeting to order at 6:00 p.m. with a quorum present. Mayor Flippo stated that Mayor Pro-Tem Flory will not be present due to another commitment.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Pastor Dennis Hudson of the Saginaw Park Baptist Church gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) a. Action regarding Minutes, March 5, 2019

b. Action regarding Resolution No. 2019-05, Continued Participation with the Atmos Cities Steering Committee

Summary: Resolution No. 2019-05 authorizes the City's continued participation with the Atmos Cities Steering Committee (ACSC). The ACSC is composed of 178 cities and is actively involved in rate cases, appeals, rulemakings, and legislative efforts that impact the rates charged by Atmos within the City. The financial impact will be \$1,150.70 which is budgeted in the General Administrative Office Budget, Legal and Special Services and Audit Account 01-6650-02.

c. Action regarding adoption of Ordinance No. 2019-05, authorizing the Mayor to Execute a Quitclaim Deed abandoning a 10-foot wide portion of a 15-foot Utility Easement under a Building Encroachment to CVS Investments LLC, owner of Lot 1R1, Block 1 of the Fuller Addition

Summary: Mr. Frank Roszell, on behalf of CVS Investments LLC has requested the City abandon a 10-foot wide portion of an existing 15-foot utility easement along the south property line of Lot 1R1, Block 1, Fuller Addition. The length of the abandonment is defined By an existing building that has encroached onto the 15-foot easement. There are no City facilities located in the easement nor plans to use the easement for future improvements. Mr. Roszell has provided releases from all utility companies that may have an interest in the easement. Ordinance No. 2019-05 authorizes the Mayor to execute a Quitclaim Deed for this item.

d. Action regarding Rejection of Bids for Fairmount 15-inch Sanitary Sewer-Phase 1 and Authorization to Rebid

Summary: On Thursday, March 7, 2019 the City received bids for the Fairmount 15-inch Sanitary Sewer – Phase 1 Project. The project consists of the abandonment of an existing sanitary sewer across Saginaw Boulevard/U.S. 287 and the Union Pacific and Burlington Northern Santa Fe Railroads and replacement with a new 15" sanitary sewer and casing by bore. Five bids were received with Atkins Bros. Equipment Co., Inc. being the lowest bid. Atkins has informed the City that they are withdrawing their bid which leaves the remaining bids which are well above the budgeted cost. It is staff's recommendation that the City Council reject the bids and authorize the project to be re-bid with a mandatory pre-bid conference.

e. Action regarding Submittal of Application for HOME Investment Partnerships Block Grant (HOME) Program and Adoption of Resolution in Support (Resolution No. 2019-05)

Summary: The Department of Housing and Urban Development (HUD) appropriates funds to entitlement communities through the HOME Investment Partnerships Block Grant (HOME) Program. Tarrant County receives HOME funds and is availing these funds to cities who wish to assist their citizens with homeowner rehabilitation. These funds are targeted to benefit low to moderate income persons preserving safe and decent housing by providing homeowner-occupied single-family rehabilitation. The program can help facilitate homeowners by: making interior and exterior (visual) improvements; helping with code compliance issues; securing housing stock; and enhancing neighborhoods. The rehabilitation program is managed by Tarrant County Community Development (TCCD) Office and funds are directly invested into the home being rehabilitated. Although individual city residents will work directly with TCCD the city applying for HOME funds must commit to providing 30% non –federal match for the amount of HOME Funds that will be spent in that city. Staff is recommending that the City Council authorize staff to submit an application to Tarrant County Community Development for participation in HOME in the amount of \$60,000 and adopt Resolution No. 2019-06 in support. Funds are available in the Fund Balance and will be reconciled during the midyear adjustments.

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

For: Mayor Flippo, Councilmembers Farr, Tankersley,
Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory

- (5) Consideration and Action regarding an Individual Project Order with Kimley-Horn & Associates, Inc. for the Knowles Avenue Conceptual Design

Director of Public Works Trice stated that Knowles Avenue has been identified by the City Council and participants in the citizen workshops to be a high priority. He explained that the purpose of the proposed Individual Project Order (IPO) with Kimley-Horn & Associates, Inc. for the Knowles Avenue Conceptual Design is to better define the scope and budget of the project. He added that this is a conceptual design and a final design and preparation of contract documents will be addressed in a future IPO. He explained the tasks included in the proposed IPO. He added that a copy of the final proposed IPO was distributed prior to tonight's meeting. It replaces the draft copy that was included in the meeting packet. He explained that the total cost is \$255,500. Funds to cover this expenditure are available in the amount of \$116,750 in the Street Maintenance Fund and \$138,750 in the Drainage Fund.

Motion was made by Councilmember Farr with a second by Councilmember Tankersley to approve the Individual Project Order with Kimley-Horn & Associates, Inc. for the Knowles Avenue Conceptual Design as modified and presented tonight. Motion carried unanimously. 6-0-0-1

For: Mayor Flippo, Councilmembers Farr, Tankersley,
Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory

- (6) Recess into Workshop

Mayor Flippo declared the meeting recessed into Workshop at 6:12 p.m.

- (7) Discussion regarding Facility Needs Assessment

Mr. Jeff Bulla of PGAL gave a presentation of an Interim Progress Report regarding the Municipal Facilities Needs Assessment and Town Center Conceptual Design. He explained the process involved in the assessment which included extensive time spent with staff. He also explained their assessment identified proposed top priorities as a new central fire station and a new library.

There was a lengthy discussion regarding the proposed priorities and the City's Master Plan. There was discussion regarding other potential priorities and costs including a larger senior citizens center; Knowles Drive; East and West McLeroy Blvd.; a larger animal shelter; and improvements to existing parks.

City Manager Reaume explained that the staff needs direction from the City Council on the fire station. There was discussion of making improvements to address the flooding. Fire Chief Spears explained that ways to address the flooding have been considered in the past but would require a considerable amount of funding. He added that the flooding has caused other issues including mold within the walls. He also explained that the bay area of the building also floods.

Priorities and estimated costs were discussed. Funding for projects mentioned tonight was discussed as well as a November 2019 Bond Election. The Council requested Mr. Bulla to examine options to correct the flooding problems at the fire station. Also requested was feedback from staff regarding the pros and cons of the projects mentioned as well as delays; and options including the removal of the 911 Center from the fire station from the proposed new facility. Information regarding a proposed bond election was also requested.

(8) FY20 Budget Kick Off

City Manager Reaume explained that the purpose of this item is to give a preliminary overview of the FY20 budget. Finance Director Quin gave a presentation of the FY20 budgeted and pointed out that the figures and tax rate included in the presentation are very preliminary and will change as estimates from the Tarrant Appraisal District are received and finally certified in July. City Manager Reaume stated that there will be one workshop per month regarding the FY20 budget with one dedicated to employee compensation. Each department then briefly explained their proposed budget requests. City Manager Reaume added that tonight's presentation will be posted on the City's website tomorrow.

(9) Reconvene Back into Regular Session

Mayor Flippo declared the meeting back in Regular Session at 8:11 p.m.

(10) 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

1 § 551.087. Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to Deliberate the offer of a financial or other incentive to a business prospect described above, including:

a. Possible Mixed Use Development located north of Walmart

Mayor Flippo declared the meeting recessed into Executive Session at 8:12 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:38 p.m.

(11) Adjournment

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

For: Mayor Flippo, Councilmembers Farr, Tankersley,
Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory

Mayor Flippo declared the City Council Meeting of March 19, 2019 adjourned at 8:38 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 4/2/2019

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(b)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Joint Election Agreement and Contract with Tarrant County for Election Services for May 4, 2019 General and Special Elections

BACKGROUND/DISCUSSION:

This agreement and contract is with Tarrant County for their election services for the May 4, 2019 General and Special Elections (City Council, Charter Amendments, and Street Maintenance Tax Reauthorization). As in prior years, Tarrant County will provide the services, personnel, and equipment for early voting as well as voting on Election Day. Early voting will be held at multiple locations through Tarrant County from April 22nd through April 30th. The local early voting site will be Eagle Mountain-Saginaw ISD Administration Building 6-Training Room (1200 Old Decatur Road). Voting on Election Day will be held at the Senior Citizens Center (405 S. Belmont St.).

Note: This agreement and contract also includes election services for a runoff election on June 8th if needed.

FINANCIAL IMPACT:

The estimated financial impact will be \$6,266.54 with a deposit of \$4,700.00 due fifteen days after execution of the agreement. A total of \$28,000 is included in the General Administrative Budget (Account 01-5000-02, Election Expenses) for election expenses. (This is an estimate and we anticipate the actual costs will be slightly higher when the final bill is received in late summer due to the fact our ballot will include our general election, the charter amendment propositions, and the proposition for the reauthorization of the street maintenance sales tax.)

RECOMMENDATION:

Staff recommends approval of the Joint Election Agreement and Contract for Election Services with Tarrant County for election services for the May 4, 2019 General and Special Elections.

ATTACHMENTS:

Description

Contract

Contract Attachment A

Contract Attachment B

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Tarrant County:

AZLE ISD	CITY OF RICHLAND HILLS
BIRDVILLE ISD	CITY OF RIVER OAKS
CARROLL ISD	CITY OF SAGINAW
CITY OF ARLINGTON	CITY OF SOUTHLAKE
CITY OF AZLE	CITY OF WATAUGA
CITY OF BEDFORD	CITY OF WESTWORTH VILLAGE
CITY OF BLUE MOUND	CROWLEY ISD
CITY OF COLLEYVILLE	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF EULESS	FORT WORTH ISD
CITY OF EVERMAN	GRAPEVINE-COLLEYVILLE ISD
CITY OF FOREST HILL	HURST-EULESS-BEDFORD ISD
CITY OF FORT WORTH	KELLER ISD
CITY OF GRAND PRAIRIE	KENNEDALE ISD
CITY OF GRAPEVINE	LEWISVILLE ISD
CITY OF HALTOM CITY	MANSFIELD ISD
CITY OF HURST	NORTHWEST ISD
CITY OF KELLER	TARRANT REGIONAL WATER DISTRICT
CITY OF KENNEDALE	TARRANT COUNTY COLLEGE
CITY OF LAKE WORTH	TOWN OF EDGECLIFF VILLAGE
CITY OF MANSFIELD	TOWN OF FLOWER MOUND
CITY OF NORTH RICHLAND HILLS	TOWN OF TROPHY CLUB
	WHITE SETTLEMENT ISD

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 4, 2019 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 4, 2019. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 8, 2019.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as "Entities" or "participating authorities", desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County's elections services

through the Elections Administrator's office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/participating authorities by the Election Administrator's office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English, including (but not necessarily limited to), as required by law, Spanish and Vietnamese. Each participating authority shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 4, 2019 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 4, 2019 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 4, 2019 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Tarrant County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual [(fluent in both English and Spanish) and (fluent in both English and Vietnamese)]. In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic or Vietnamese population as determined by the most recent Census used for such determinations shall have one or more election officials who are fluent in both the English and Spanish or English and Vietnamese languages, as applicable. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for interpretation and translation services as needed at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the judge of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091 or other law applicable to compensation for the election-related work. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), College District, and other political subdivisions.

Early Voting by Personal Appearance shall be conducted exclusively on Tarrant County's eSlate electronic voting system. On Election Day, voters shall have a choice between voting on the eSlate electronic voting system or by a paper ballot that is scanned at the polling place using Tarrant County's eScan voting system. Provisional ballots cast on Election Day will be cast only on the eSlate electronic voting system to prevent the possibility of paper provisional ballots being immediately counted via the eScan ballot scanner.

The number of paper ballots printed for Election Day voting shall be, at a minimum, equal to the same Election Day turnout as in the last comparable election plus 25 percent of that number, with the final number of ballots ordered per polling place or precinct adjusted upward to end in a number divisible by 50.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Tarrant County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Tarrant County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail.

In addition to making the information on the roster for a person who votes an early voting ballot by personal appearance available for public inspection not later than the beginning of the regular business hours on the day after the date the information is entered on the roster, the Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 10:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

Tarrant County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Heider Garcia, Elections Administrator
Tabulation Supervisor:	Troy Havard, Assistant Elections Administrator
Presiding Judge:	Kelley Roberson

The counting station manager or his/her representative shall deliver timely cumulative reports of the election results as precinct report to the central and remote counting stations and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station or by electronic distribution and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted, and will deliver a copy of these unofficial canvass reports to each participating authority as soon as possible after all returns have been tabulated. Each participating authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

Each participating authority with territory containing population outside Tarrant County agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days after the original election, not counting election day.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 4, 2019 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 8, 2019.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be prorated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one Election Day polling place, there shall be no charges or fees allocated to the participating authority for the cost of Election Day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

Each participating authority agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs (but not less than \$ 75.00) in accordance with Section 31.100(d) of the Texas Election Code.

The Tarrant County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is shown below and made a part of this Contract. This cost estimate shall serve as the cost schedule agreed upon by the contracting parties, as referenced in Section 31.093(a), Texas Election Code.

As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Entity (i) for the actual expenses he/she incurred as described above and (ii) for the Contracting Officer's fee as described above. The invoice shall reflect any advance monies paid and any direct payments made. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.

The Contracting Officer's invoice shall be due and payable by the Entity to the address set forth in the invoice within 30 days after its receipt by the Entity. If the Entity disputes any portion of the invoice, the Entity shall notify the Contracting Officer in writing within such 30-day period or the invoice will be presumed to be a true and accurate rendering of the amount that is due.

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within 15 days after execution of this agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 4, 2019 election (or runoff election, if applicable),

and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement shall be as follows:

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
AZLE ISD	3	0.83	\$ 8,025.26	\$ 6,100.00
BIRDVILLE ISD	10	2.83	\$ 45,520.06	\$ 34,200.00
CARROLL ISD	6	0.50	\$ 9,329.23	\$ 7,000.00
CITY OF ARLINGTON	28	24.50	\$ 178,628.23	\$ 134,000.00
CITY OF AZLE	1	0.33	\$ 6,196.87	\$ 4,700.00
CITY OF BEDFORD	1	0.50	\$ 9,433.73	\$ 7,100.00
CITY OF BLUE MOUND	1	0.33	\$ 6,266.54	\$ 4,700.00
CITY OF COLLEYVILLE	1	0.50	\$ 9,485.98	\$ 7,200.00
CITY OF EULESS	1	0.50	\$ 9,381.48	\$ 7,100.00
CITY OF EVERMAN	1	1.00	\$ 11,105.37	\$ 8,400.00
CITY OF FOREST HILL	1	1.00	\$ 11,105.37	\$ 8,400.00
CITY OF FORT WORTH	106	46.12	\$ 262,662.97	\$ 197,000.00
CITY OF GRAND PRAIRIE	4	3.50	\$ 27,554.74	\$ 20,700.00
CITY OF GRAPEVINE	1	0.50	\$ 9,485.98	\$ 7,200.00
CITY OF HALTOM CITY	1	0.50	\$ 9,496.98	\$ 7,200.00
CITY OF HURST	1	0.50	\$ 9,329.23	\$ 7,000.00
CITY OF KELLER	2	1.00	\$ 11,418.87	\$ 8,600.00
CITY OF KENNEDALE	1	0.33	\$ 6,266.54	\$ 4,700.00
CITY OF LAKE WORTH	1	1.00	\$ 18,726.30	\$ 14,100.00
CITY OF MANSFIELD	3	1.50	\$ 13,038.25	\$ 9,800.00
CITY OF NORTH RICHLAND HILLS	3	1.50	\$ 20,450.19	\$ 15,400.00
CITY OF RICHLAND HILLS	1	0.50	\$ 9,276.98	\$ 7,000.00
CITY OF RIVER OAKS	1	0.50	\$ 6,806.33	\$ 5,200.00
CITY OF SAGINAW	1	0.33	\$ 6,266.54	\$ 4,700.00
CITY OF SOUTHLAKE	1	0.50	\$ 9,329.23	\$ 7,000.00
CITY OF WATAUGA	1	0.33	\$ 8,667.52	\$ 6,600.00
CITY OF WESTWORTH VILLAGE	1	0.33	\$ 6,196.87	\$ 4,700.00
CROWLEY ISD	15	2.03	\$ 18,851.25	\$ 14,200.00
EAGLE MOUNTAIN-SAGINAW ISD	12	1.75	\$ 11,446.97	\$ 8,600.00
FORT WORTH ISD	29	4.45	\$ 41,779.85	\$ 31,400.00
GRAPEVINE-COLLEYVILLE ISD	5	1.00	\$ 18,935.30	\$ 14,300.00
HURST-EULESS-BEDFORD ISD	9	2.50	\$ 31,727.90	\$ 23,800.00
KELLER ISD	17	3.83	\$ 36,708.10	\$ 27,600.00
KENNEDALE ISD	5	0.33	\$ 6,266.54	\$ 4,700.00
LEWISVILLE ISD	1	0.00	\$ 400.00	\$ 300.00
MANSFIELD ISD	14	5.00	\$ 33,562.40	\$ 25,200.00
NORTHWEST ISD	8	2.33	\$ 23,393.00	\$ 17,600.00
TARRANT REGIONAL WATER DISTRICT	113	47.87	\$ 276,334.93	\$ 207,300.00
TARRANT COUNTY COLLEGE	41	10.12	\$ 68,834.94	\$ 51,700.00
TOWN OF EDGECLIFF VILLAGE	1	0.25	\$ 3,915.62	\$ 3,000.00
TOWN OF FLOWER MOUND	1	0.00	\$ 400.00	\$ 300.00

TOWN OF TROPHY CLUB	1	0.00	\$ 400.00	\$ 300.00
WHITE SETTLEMENT ISD	5	0.75	\$ 7,685.69	\$ 5,800.00
TOTALS	460	174.00	\$1,320,094.12	\$ 991,900.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses (but not less than \$ 75.00). Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Tarrant County Elections Center, may be dropped from the joint election unless one or more of the remaining participating authorities agree to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

By the signatures on the attached pages, the Contracting Officer and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

The Contracting Officer:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

By the signatures on the attached pages, the Contracting Officer and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

CITY OF SAGINAW:

Todd Flippo
Mayor

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Todd Flippo, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
2002, <u>2027</u> , 2569 2235, 2320, 2659	City of Arlington 3, TCC 3, Arlington ISD City of Arlington 3, TCC 5, Arlington ISD	Atherton Elementary School 2101 Overbrook Drive Arlington, Texas 76014
2058, 2181, <u>2205</u>	City of Arlington 5, TCC 3, Arlington ISD	Bailey Junior High School 2411 Winewood Lane Arlington, Texas 76013
<u>2383</u> , 2541 2383	City of Arlington 3, TCC 5, Arlington ISD City of Arlington 3, TCC 5, Mansfield ISD	Bebensee Elementary School 5900 Inks Lake Drive Arlington, Texas 76018
2100, 2145, 2210, <u>2309</u> , 2660 2673	City of Arlington 5, TCC 3, Arlington ISD	Berry Elementary School 1800 Joyce Street Arlington, Texas 76010
2007, <u>2028</u> , 2358, 2505, 2521 2358 2505	City of Arlington 2, TCC 5, Arlington ISD City of Arlington 2, TCC 5, Kennedale ISD City of Arlington 2, TCC 5, Mansfield ISD	Boles Junior High School 3900 Southwest Green Oaks Boulevard Arlington, Texas 76017
<u>2226</u> , 2268, 2269, 2393, 2403 2513, 2658 2513	City of Arlington 3, TCC 5, Arlington ISD City of Arlington 3, TCC 3, Arlington ISD	Bob Duncan Center 2800 South Center Street Arlington, Texas 76014
2134, <u>2169</u> , 2263, 2381, 2428 2461, 2675 2302, 2381	City of Arlington 5, TCC 3, Arlington ISD City of Arlington 5, TCC 5, Arlington ISD	City of Arlington Senior Center 2015 Craig Hanking Drive Arlington, Texas 76010
2304, 2553 2304, 2356, <u>2519</u> , 2553	City of Arlington 2, TCC 5, Arlington ISD City of Arlington 2, TCC 5, Mansfield ISD	City of Arlington South Service Center 1100 Southwest Green Oaks Boulevard Arlington, Texas 76017
2029, 2506 <u>2306</u> 2029, 2506	City of Arlington 2, TCC 7, Arlington ISD City of Arlington 2, TCC 5, Arlington ISD City of Arlington 2, TCC 7, Kennedale ISD	Corey Academy 5200 Kelly Elliott Road Arlington, Texas 76017
2220, 2266, 2464 2220, 2464 <u>2319</u>	City of Arlington 4, TCC 3, Arlington ISD City of Arlington 4, TCC 3, FWISD 3 City of Arlington 4, TCC 7, Arlington ISD	Ditto Elementary School 3001 Quail Lane Arlington, Texas 76016

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
2171, 2280, 2303, 2310 1605, 2303, 2310, 2606 1514 1489	City of Arlington 4, TCC 3, Arlington ISD City of Arlington 4, TCC 3, FWISD 3 City of Arlington 4, TRWD, TCC 3, FWISD 3 City of Arlington 4, TCC 6, FWISD 3	Duff Elementary School 3100 Lynnwood Drive Arlington, Texas 76013
1441, 2224, 2315, 2316, 2442 2442 2442	City of Arlington 1, TCC 3, Arlington ISD City of Arlington 1, TCC 3, H-E-B ISD City of Arlington 1, TCC 3, H-E-B ISD, Viridian Municipal Management District	Elzie Odom Athletic Center 1601 Northeast Green Oaks Boulevard Arlington, Texas 76006
2353, 2448, 2450	City of Arlington 3, TCC 5, Arlington ISD	Ferguson Education Center 600 Southeast Green Oaks Boulevard Arlington, Texas 76018
2354, 2438, 2449, 2523 2449	City of Arlington 3, TCC 5, Arlington ISD City of Arlington 3, TCC 5, Mansfield ISD	Fitzgerald Elementary School 5201 Creek Valley Drive Arlington, Texas 76018
2174, 2229, 2267, 2318 2401, 2451	City of Arlington 4, TCC 5, Arlington ISD City of Arlington 4, TCC 3, Arlington ISD	Gunn Junior High School 3000 South Fielder Road Arlington, Texas 76015
2557, 2645	City of Arlington 3, TCC 5, Mansfield ISD	Janet Brockett Elementary School 810 Dove Meadows Drive Arlington, Texas 76002
2030, 2341, 2405, 2462, 2525 2581	City of Arlington 2, TCC 5, Mansfield ISD	Kenneth Davis Elementary School 900 Eden Road Arlington, Texas 76001
2173, 2219, 2305, 2425, 2520 2556 2219, 2305, 2425, 2474 2173, 2609 2600 1211	City of Arlington 4, TCC 7, Arlington ISD City of Arlington 4, TCC 7, Kennedale ISD City of Arlington 4, TCC 7, FWISD 3 City of Arlington 4, TCC 6, FWISD 3 City of Arlington 4, TCC 6, TRWD, FWISD 3	Miller Elementary School 6401 West Pleasant Ridge Road Arlington, Texas 76016

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
2225, 2274, 2402, 2467, <u>2536</u> 2537, 2561, 2571, 2616	City of Arlington 1, TCC 3, Arlington ISD	Nichols Junior High School 2201 Ascension Boulevard Arlington, Texas 76006
2307, <u>2522</u> 2522 2262 2307, 2357, 2522, 2535 2262	City of Arlington 2, TCC 5, Arlington ISD City of Arlington 2, TCC 5, Kennedale ISD City of Arlington 2, TCC 7, Kennedale ISD City of Arlington 2, TCC 5, Mansfield ISD TCC 7, Kennedale ISD (Unincorporated voters)	R. F. Patterson Elementary School 6621 Kelly Elliott Road Arlington, Texas 76001
<u>2003</u> , 2217	City of Arlington 1, TCC 3, Arlington ISD	Pope Elementary School 901 Chestnut Drive Arlington, Texas 76012
1420 <u>2228</u> , 2246, 2317 1607	City of Arlington 1, TRWD, TCC 3, Arlington ISD City of Arlington 1, TCC 3, Arlington ISD City of Arlington 1, TCC 3, FWISD 3	Shackelford Junior High School 2000 North Fielder Road Arlington, Texas 76012
1380, 1463, 1631, <u>2055</u> , 2281 1564, 1631	City of Arlington 1, TCC 3, Arlington ISD City of Arlington 1, TCC 3, H-E-B ISD	Sherrod Elementary School 2626 Lincoln Drive Arlington, Texas 76006 Was Shackelford due to construction
2143, 2147, <u>2168</u>	City of Arlington 5, TCC 3, Arlington ISD	South Davis Elementary School 2001 South Davis Drive Arlington, Texas 76013
<u>2635</u> 2031, 2613, 2635	City of Arlington 3, TCC 5, Arlington ISD City of Arlington 3, TCC 5, Mansfield ISD	MISD Student Nutrition Department 1151 Mansfield-Webb Road Arlington, Texas 76002
2052, <u>2161</u>	City of Arlington 5, TCC 3, Arlington ISD	Tarrant County Sub-Courthouse in Arlington 700 East Abram Street Arlington, Texas 76010
2026, 2148, <u>2190</u> , 2655, 2656 2657, 2670	City of Arlington 1, TCC 3, Arlington ISD	Webb Elementary School 1200 North Cooper Street Arlington, Texas 76011
No	3 Election	TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
2313	City of Arlington 4, TCC 7, Arlington ISD	Young Junior High School
2314	City of Arlington 4, TCC 3, Arlington ISD	3200 Woodside Drive
2468	City of Arlington 4, TCC 5, Arlington ISD	Arlington, Texas 76016
4046, 4047, 4284, 4340, 4395	City of Azle, TRWD, TCC 4, Azle ISD	B. J. Clark Annex
4047, 4284, 4340, 4371, 4373	TRWD, TCC 4, Azle ISD (Unincorporated voters)	603 Southeast Parkway
4375, 4395, 4532	TCC 4, Azle ISD (Unincorporated voters)	Azle, Texas 76020
4284, 4340, 4373	TCC 7, Azle ISD (Unincorporated voters)	
4065	TRWD, TCC 4, Azle ISD (City of Reno voters)	
4047, 4395	TRWD, TCC 4, Azle ISD, NED (Unincorporated voters)	
4371		
3037, 3156, 3157, 3200, 3254	City of Bedford, TCC 2, H-E-B ISD	Pat May Center
3260, 3283, 3327, 3334, 3368		1849-B Central Drive
3516, 3517, 3539, 3562	City of Bedford, TCC 3, H-E-B ISD	Bedford, Texas 76022
3183, 3212, 3249, 3322, 3443		
3574		
1009, 1021, 1111, 1206, 1208	City of Benbrook, TCC 7, FWISD 7	Benbrook Fire Station
1337, 1339, 4230, 4480, 4630	City of Benbrook, TRWD, TCC 7, FWISD 7	528 Mercedes Street
1111, 1208, 1337, 4480	TCC 7, Aledo ISD (Unincorporated voters)	Benbrook, Texas 76126
1111, 1348	TCC 7, Godley ISD (Unincorporated voters)	Not Contracting with Tarrant County
1111, 1348		Not Contracting with Tarrant County
4222	City of Blue Mound, TCC 1, Eagle Mountain-Saginaw ISD	Blue Mound City Hall
		301 South Blue Mound Road
		Blue Mound, Texas 76131
1271, 1394, 1418, 1627, 1704	City of Burleson, Burleson ISD (TCC 7)	Not Contracting with Tarrant County
1024, 1418	City of Burleson, Burleson ISD (TRWD, TCC 7 - no voters)	Burleson City Hall Council Chambers
1431	Burleson ISD (Unincorporated voters, TCC 7)	141 West Renfro Street
1294, 1704	Burleson ISD (voters in the City of Crowley, TCC 7)	Burleson, Texas 76028
1024, 1345, 1431	Burleson ISD (voters in the City of Fort Worth, TRWD, TCC 7)	See pages 5 and 12 for TRWD and
1578, 1642	Burleson ISD (voters in the City of Fort Worth, TRWD, TCC 6)	TCC voters
1345, 1431	Burleson ISD (voters in the City of Fort Worth, TCC 7)	

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
3558	City of Colleyville, TCC 2 , Carroll ISD	Bransford Elementary School
3193, 3323, 3330, 3331, 3390	City of Colleyville, TCC 2 , Grapevine-Colleyville ISD	601 Glade Road
<u>3421</u> , 3510, 3562, 3663		Colleyville, Texas 76034
3330, 3510, 3539, 3562, 3669	City of Colleyville, TCC 2 , H-E-B ISD	
3193, 3331	City of Colleyville, TCC 2 , Keller ISD	
3193, 3562, 3663	City of Colleyville, TCC 2 , Birdville ISD	
1294, 1501	City of Crowley (voters in Crowley ISD, TCC 6)	Not Contracting with Tarrant County
1023, 1294	City of Crowley (voters in Crowley ISD, TCC 7)	Crowley City Hall Council Conference Room
1294, 1704	City of Crowley (voters in Burleson ISD, TCC 7)	201 East Main Street
		Crowley, Texas 76036
		See below for TCC voters
1294, 1501	TCC 6 , Crowley ISD (voters in the City of Crowley)	Crowley High 9 th Grade Campus
1023, 1294	TCC 7, Crowley ISD (voters in the City of Crowley)	1016 FM 1187
1023, 1103, 1294	TCC 7, Crowley ISD (Unincorporated voters)	Crowley, Texas 76036
1294, 1704	TCC 7, (voters in City of Crowley and Burleson ISD)	Was Crowley ISD Admin Building
1024, 1418	TRWD, TCC 7, (voters in the City of Burleson and Burleson ISD)	
1271, 1394, 1418, 1627, 1704	TCC 7, (voters in the City of Burleson and Burleson ISD)	
1431	TCC 7, (voters in Burleson ISD and Unincorporated)	
<u>2223</u>	City of Dalworthington Gardens, TCC 5, Arlington ISD	Dalworthington-Gardens City Hall
		2600-Roosevelt Drive
		Dalworthington-Gardens, Texas-76046
1189	Town of Edgecliff Village, TRWD, TCC 1 , Crowley ISD	Edgecliff Village Community Center
1189	Town of Edgecliff Village, TRWD, TCC 1 , FWISD 6	1605 Edgecliff Road
		Edgecliff Village, Texas 76134
1175, 1547	City of Eules, TRWD, TCC 6 , H-E-B ISD	Eules Family Life Senior Center
1603	City of Eules, TRWD, TCC 3 , H-E-B ISD	300 West Midway Drive
3036, 3160, 3183, 3216, 3329	City of Eules, TCC 3 , H-E-B ISD	Eules, Texas 76039
3335, 3336, 3389, 3391, 3446		was Eules Public Library
3511		
3247	City of Eules, TCC 2 , H-E-B ISD	
3216, 3322, 3335, 3389, 3511	City of Eules, TCC 3 , Grapevine-Colleyville ISD	
3574		
3216, 3566, 3574	City of Eules, TCC 2 , Grapevine-Colleyville ISD	

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
1025, <u>1295</u> 1244 1352	City of Everman, TCC 6, Everman ISD TCC 6, Everman ISD (Unincorporated voters) TCC 7, Everman ISD (Unincorporated voters)	Everman City Hall Annex 213 North Race Street Everman, Texas 76140
3321 3321	Town of Flower Mound, TCC 2, Lewisville ISD Town of Flower Mound, TCC 2, Grapevine-Colleyville ISD	See City of Grapevine, page 21
<u>1153</u> , 1301 <u>1013</u> , 1153, 1244, 1293, 1301	City of Forest Hill, FH Library District, TCC 6, Everman ISD City of Forest Hill, FH Library District, TCC 6, FWISD 4	Forest Hill Civic & Convention Center 6901 Wichita Street Forest Hill, Texas 76140
<u>4048</u> , 4051	City of Fort Worth 2, TRWD, TCC 1, FWISD 1	M. G. Ellis Early Childhood School 215 Northeast 14 th Street Fort Worth, Texas 76164
<u>4067</u>	City of Fort Worth 2, TRWD, TCC 1, FWISD 1	Rufino E. Mendoza, Sr. Elementary School 1412 Denver Avenue Fort Worth, Texas 76164
4050, 4068, <u>4087</u> , 4092 4685 4050, 4068, 4685 4050 4685	City of Fort Worth 2, TRWD, TCC 1, FWISD 1 City of Fort Worth 2, TRWD, TCC 1, Lake Worth ISD City of Fort Worth 2, TRWD, TCC 1, Eagle Mountain-Saginaw ISD City of Fort Worth 2, TRWD, TCC 1, Castleberry ISD	J. P. Elder Middle School 709 Northwest 21 st Street Fort Worth, Texas 76164 Precincts 4087, 4092 were at Northside Family Resource Center; Precinct 4050 was Harvest UMC Precincts 4068, 4685 were at Rosen Heights Bapt
<u>4093</u> 4093 4093	City of Fort Worth 2, TRWD, TCC 1, FWISD 9 City of Fort Worth 2, TRWD, TCC 1, Eagle Mountain-Saginaw ISD City of Fort Worth 2, TRWD, TCC 1, Lake Worth ISD	Diamond Hill Community Center 1701 Northeast 36th Street Fort Worth, Texas 76106
<u>4110</u> , 4563	City of Fort Worth 2, TRWD, TCC 1, FWISD 1	Northside Community Center 1100 Northwest 18 th Street Fort Worth, Texas 76164
<u>4121</u> , 4125, 4512, 4687 4125, 4512, 4592, 4687	City of Fort Worth 2, TRWD, TCC 1, Castleberry ISD City of Fort Worth 2, TRWD, TCC 1, FWISD 1	River Oaks United Methodist Church 4800 Ohio Garden Road River Oaks, Texas 76114
No	6 Election	TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
4122, 4397, 4565, 4568, 4598 4688, 4689	City of Fort Worth 2, TRWD, TCC 1, Castleberry ISD	Azle Avenue Baptist Church 2901 Azle Avenue Fort Worth, Texas 76106
4017, 4073, 4122 4017, 4122, 4487	City of Fort Worth 2, TRWD, TCC 1, Lake Worth ISD City of Fort Worth 2, TRWD, TCC 1, FWISD 1	
4138	City of Fort Worth 2, TCC 1, FWISD 1	
4686	City of Fort Worth 2, TCC 1, Lake Worth ISD	
4487	TRWD (no voters) in City of Sansom Park, TCC 1, FWISD 1	
4123, 4231	City of Fort Worth 2, TRWD, TCC 1, FWISD 1	Diamond Hill/Jarvis Branch Library 1300 Northeast 35 th Street Fort Worth, Texas 76106
4245	City of Fort Worth 2, TRWD, TCC 1, FWISD 9	Was Community Center due to construction
4245	City of Fort Worth 2, TCC 1, FWISD 9	
4222, 4452, 4499	City of Fort Worth 2, TRWD, TCC 1, Eagle Mountain-Saginaw ISD	Northbrook Elementary School 2500 Cantrell Sansom Road Fort Worth, Texas 76131
4452, 4591	City of Fort Worth 2, TRWD, TCC 4, Eagle Mountain-Saginaw ISD	
4452	City of Fort Worth 2, TRWD, TCC 1, Keller ISD	
4452	City of Fort Worth 2, TRWD, TCC 4, Keller ISD	
4452	City of Fort Worth 2, TRWD, TCC 1, Northwest ISD	
4591	City of Fort Worth 2, TRWD, TCC 4, Northwest ISD	
4232, 4650, 4703	City of Fort Worth 2, TRWD, TCC 1, Eagle Mountain-Saginaw ISD	Northwest Branch Library 6228 Crystal Lake Drive Fort Worth, Texas 76179
4232, 4650, 4666, 4703	City of Fort Worth 2, TCC 1, Eagle Mountain-Saginaw ISD	
4551, 4702	City of Fort Worth 2, TRWD, TCC 4, Eagle Mountain-Saginaw ISD	
4551	City of Fort Worth 2, TCC 4, Eagle Mountain-Saginaw ISD	
4551	City of Fort Worth 2, TRWD, TCC 4, Lake Worth ISD	
4650	City of Fort Worth 2, TRWD, TCC 1, Lake Worth ISD	
4232	City of Fort Worth 7, TCC 1, Eagle Mountain-Saginaw ISD	
4232, 4703	TCC 1, Eagle Mountain-Saginaw ISD (Unincorporated voters)	
1081	City of Fort Worth 3, TRWD, TCC 7, FWISD 6	St. Stephen Presbyterian Church 2700 McPherson Avenue Fort Worth, Texas 76109
1117, 4498	City of Fort Worth 3, TRWD, TCC 7, FWISD 6	Trinity Episcopal Church 3401 Bellaire Drive South Fort Worth, Texas 76109
No	7 Election	TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
<u>1120</u> , 1676	City of Fort Worth 3, TRWD, TCC 7, FWISD 5	JPS Health Center Viola M. Pitts/Como Lower Level, Suite 100 4701 Bryant Irvin Road North Fort Worth, Texas 76107
1111, 1208, <u>1296</u> , 1423	City of Fort Worth 3, TRWD, TCC 7, FWISD 7	St. Peter's Antiochian Orthodox Church 7601 Bellaire Drive South Fort Worth, Texas 76132
1021, 1111, 1208	City of Fort Worth 3, TCC 7, FWISD 7	
1296, 1423	City of Fort Worth 3, TRWD, TCC 7, Crowley ISD	
1111	TRWD, TCC 7, FWISD 7 (Unincorporated voters)	
1111	TCC 7, FWISD 7 (Unincorporated voters)	
1111	TCC 7, Crowley ISD (Unincorporated voters)	
4129, <u>4136</u> , 4630	City of Fort Worth 3, TRWD, TCC 7, FWISD 7	Agape Baptist Church 3900 Southwest Boulevard Fort Worth, Texas 76116
4630	City of Fort Worth 3, TCC 7, FWISD 7	
<u>4163</u>	City of Fort Worth 3, TRWD, TCC 7, Crowley ISD	Southcliff Baptist Church Annex 4833 Selkirk Drive Fort Worth, Texas 76109
4163	City of Fort Worth 3, TRWD, TCC 7, FWISD 6	Precincts 1241 and 4070 were at YMCA
1241, 4070	City of Fort Worth 6, TRWD, TCC 7, FWISD 6	
4070	City of Fort Worth 6, TRWD, TCC 7, Crowley ISD	
<u>4179</u>	City of Fort Worth 3, TRWD, TCC 7, White Settlement ISD	R. D. Evans Community Center 3242 Lackland Road Fort Worth, Texas 76116
4179	City of Fort Worth 3, TRWD, TCC 7, FWISD 5	
<u>4182</u>	City of Fort Worth 3, TRWD, TCC 7, FWISD 5	Tanglewood Elementary School 3060 Overton Park Drive West Fort Worth, Texas 76109
4203	City of Fort Worth 3, TRWD, TCC 7, FWISD 5	Country Inn & Suites 2730 South Cherry Lane Fort Worth, Texas 76116
1337, 4135	City of Fort Worth 3, TRWD, TCC 7, FWISD 7	
4203	City of Fort Worth 3, TRWD, TCC 7, White Settlement ISD	Faith Lutheran Church 4551 Southwest Boulevard Fort Worth, Texas 76116
1339, 4230, <u>4342</u>	City of Fort Worth 3, TRWD, TCC 7, FWISD 7	Precincts 1339, 4230 were at Trinity Chapel

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
1366, 4130, <u>4343</u> 1472, 4343 4130 1366	City of Fort Worth 3, TRWD, TCC 7, Crowley ISD City of Fort Worth 3, TRWD, TCC 7, FWISD 5 City of Fort Worth 3, TRWD, TCC 7, FWISD 6 City of Fort Worth 3, TRWD, TCC 7, FWISD 7	Arborlawn United Methodist Church Annex Building, 4917 Briarhaven Road Fort Worth, Texas 76109
4118, <u>4456</u> 4115, 4178, 4252 4178	City of Fort Worth 3, TRWD, TCC 7, FWISD 7 City of Fort Worth 3, TRWD, TCC 4 , FWISD 5 City of Fort Worth 3, TRWD, TCC 4 , White Settlement ISD	Harvest United Methodist Church 6036 Locke Avenue Fort Worth, Texas 76116
4020, 4128, 4204, 4276, 4369 <u>4497</u> , <u>4534</u> 4069, 4480 4069, 4480 4497 4069, 4480 4276, 4369	City of Fort Worth 3, TRWD, TCC 7, White Settlement ISD City of Fort Worth 3, TRWD, TCC 7, FWISD 7 City of Fort Worth 3, TCC 7, FWISD 7 City of Fort Worth 3, TRWD, TCC 7, FWISD 5 TCC 7, FWISD 7 (Unincorporated voters) TCC 7, White Settlement ISD (Unincorporated voters)	G.I.F.T. Ministries 300 Expedition Drive Fort Worth, Texas 76108
<u>1082</u> 1198, 1625 1623, 4362	City of Fort Worth 4, TRWD, TCC 1 , FWISD 9 City of Fort Worth 4, TRWD, TCC 6 , FWISD 9 City of Fort Worth 4, TRWD, TCC 6 , Birdville ISD	Riverside Community Center 3700 East Belknap Street Fort Worth, Texas 76111
<u>1146</u> , 1491	City of Fort Worth 4, TRWD, TCC 6 , FWISD 2	Eastern Hills High School 5701 Shelton Street Fort Worth, Texas 76112
<u>1279</u>	City of Fort Worth 4, TRWD, TCC 6 , FWISD 3	Atwood McDonald Elementary School 1850 Barron Lane Fort Worth, Texas 76112
1151, 1199, 1277, <u>1460</u> , 1622 1679 1199, 1430, 1622 1430	City of Fort Worth 4, TRWD, TCC 6 , FWISD 2 City of Fort Worth 4, TRWD, TCC 6 , Birdville ISD City of Fort Worth 4, TRWD, TCC 6 , FWISD 9	East Regional Library 6301 Bridge Street Fort Worth, Texas 76112
3552, 3570, 3637, 3647, <u>3695</u> 3698 3552, 3637, 3647, 3698 3637 3552	City of Fort Worth 4, TRWD, TCC 4 , Keller ISD City of Fort Worth 4, TCC 4 , Keller ISD City of Fort Worth 4, TCC 4 , Northwest ISD TCC 4 , Keller ISD (Unincorporated voters)	Northpark YMCA 9100 North Beach Street Fort Worth, Texas 76244
No	9 Election	TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
<u>4101</u> , 4485	City of Fort Worth 4, TRWD, TCC 1 , FWISD 9	Knights of Columbus 3809 Yucca Avenue Fort Worth, Texas 76111
<u>4162</u> , 4596, 4604, 4682 <u>4602</u>	City of Fort Worth 4, TRWD, TCC 1 , FWISD 9 City of Fort Worth 4, TRWD, TCC 1 , Birdville ISD	Riverside Applied Learning Center 3600 Fossil Drive Fort Worth, Texas 76111
<u>4374</u> , 4528	City of Fort Worth 4, TRWD, TCC 4 , Keller ISD	Summerglenn Branch Library 4205 Basswood Boulevard Fort Worth, Texas 76137
4250 <u>4261</u> , <u>4508</u> , 4540 4250 4250 4508 4540	City of Fort Worth 4, TRWD, TCC 1 , Keller ISD City of Fort Worth 4, TRWD, TCC 4 , Keller ISD City of Fort Worth 4, TRWD, TCC 1 , FWISD 9 City of Fort Worth 4, TRWD, TCC 1 , Eagle Mountain-Saginaw ISD City of Fort Worth 4, TRWD, TCC 4 , Eagle Mountain-Saginaw ISD City of Fort Worth 4, TRWD, TCC 4 , Northwest ISD	Parkview Elementary School 6900 Bayberry Drive Fort Worth, Texas 76137
<u>4234</u> , <u>4588</u> 4588 <u>4234</u> , 4588 4588	City of Fort Worth 4, TRWD, TCC 4 , Birdville ISD City of Fort Worth 4, TCC 4 , Birdville ISD City of Fort Worth 4, TRWD, TCC 4 , Keller ISD City of Fort Worth 4, TCC 4 , Keller ISD	Hillwood Middle School 8250 Parkwood Hill Boulevard Fort Worth, Texas 76137
<u>1012</u> , 1099, 1270, 1407, 1414 2419	City of Fort Worth 5, TRWD, TCC 6 , FWISD 3 City of Fort Worth 5, TRWD, TCC 5 , FWISD 3	Handley-Meadowbrook Community Center 6201 Beatty Street Fort Worth, Texas 76112 Precincts 1012, 1099, 1407 and 1414 were at Handley UMC due to construction; Precincts 1270 and 2419 were at Handley UMC, which was sold
<u>1074</u>	City of Fort Worth 5, TRWD, TCC 6 , FWISD 2	D. McRae Elementary School 3316 Avenue N Fort Worth, Texas 76105
<u>1098</u>	City of Fort Worth 5, TRWD, TCC 6 , FWISD 2	S. S. Dillow Elementary School 4000 Avenue N Fort Worth, Texas 76105
No	10 Election	TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
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Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
<u>1126, 1278</u>	City of Fort Worth 5, TRWD, TCC 6 , FWISD 3	First Jefferson Unitarian Universalist Church 1959 Sandy Lane Fort Worth, Texas 76112
<u>1127</u>	City of Fort Worth 5, TRWD, TCC 6 , FWISD 3	Martin Luther King Community Center 5565 Truman Drive Fort Worth, Texas 76112
<u>1106</u> <u>1132</u>	City of Fort Worth 5, TRWD, TCC 6 , FWISD 4 City of Fort Worth 5, TRWD, TCC 6 , FWISD 2	Griffin-Poly Sub-Courthouse 3212 Miller Avenue Fort Worth, Texas 76119
<u>1149</u> 1184 2601 1184, 2600	City of Fort Worth 5, TRWD, TCC 6 , FWISD 4 City of Fort Worth 5, TRWD, TCC 6 , FWISD 3 City of Fort Worth 5, TRWD, TCC 7 , FWISD 3 City of Fort Worth 5, TCC 6 , FWISD 3	W. M. Green Elementary School 4612 David Strickland Road Fort Worth, Texas 76119
1420 1589 <u>1175</u> , 1586, 1589 3409 3560, 3653, 3654	City of Fort Worth 5, TRWD, TCC 3 , Arlington ISD City of Fort Worth 5, TRWD, TCC 6 , Arlington ISD City of Fort Worth 5, TRWD, TCC 6 , H-E-B ISD City of Fort Worth 5, TRWD, TCC 2 , H-E-B ISD City of Fort Worth 5, TCC 6 , H-E-B ISD	St. John Missionary Baptist Church 3324 House Anderson Road Euless, Texas 76040
<u>1188</u>	City of Fort Worth 5, TRWD, TCC 6 , FWISD 3	Paul Laurence Dunbar High School 5700 Ramey Avenue Fort Worth, Texas 76112
<u>1064</u> , <u>1197</u> 1197, 1701 1197	City of Fort Worth 5, TRWD, TCC 6 , FWISD 3 City of Fort Worth 5, TRWD, TCC 6 , H-E-B ISD City of Fort Worth 5, TRWD, TCC 6 , Birdville ISD	River Trails Elementary School 8850 Elbe Trail Fort Worth, Texas 76118
<u>1211</u> , 1610	City of Fort Worth 5, TRWD, TCC 6 , FWISD 3	Sunrise-McMillian Elementary School 3409 Stalcup Road Fort Worth, Texas 76119
<u>1227</u> , 1437, 1490, 1518, 1651 2606 1518 1651	City of Fort Worth 5, TRWD, TCC 6 , FWISD 3 City of Fort Worth 5, TCC 3 , FWISD 3 City of Fort Worth 5, TCC 6 , FWISD 3 City of Fort Worth 5, TRWD, TCC 3 , FWISD 3	Pantego Bible Church 8001 Anderson Boulevard Fort Worth, Texas 76120
No	12 Election	TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
<u>1297</u>	City of Fort Worth 5, TRWD, TCC 6 , FWISD 3	A. M. Pate Elementary School 3800 Anglin Drive Fort Worth, Texas 76119
<u>1311</u> , 1489, <u>1514</u> <u>1489</u>	City of Fort Worth 5, TRWD, TCC 6 , FWISD 3 City of Fort Worth 5, TCC 6 , FWISD 3	St. Matthew United Methodist Church 2414 Hitson Lane Fort Worth, Texas 76112
<u>1346</u> <u>1415</u>	City of Fort Worth 5, TRWD, TCC 6 , FWISD 3 City of Fort Worth 5, TRWD, TCC 6 , FWISD 2	Brighter Outlook Center 4910 Dunbar Street Fort Worth, Texas 76105
<u>1388</u> , <u>1404</u> , <u>1603</u> , <u>3329</u> , <u>3336</u> <u>1603</u> <u>1404</u>	City of Fort Worth 5, TRWD, TCC 3 , H-E-B ISD City of Fort Worth 5, TRWD, TCC 3 , Grapevine-Colleyville ISD City of Fort Worth 5, TCC 3 , H-E-B ISD	Candlewood Suites Hotel 4200 Reggis Court Fort Worth, Texas 76155
<u>1022</u>	City of Fort Worth 6, TRWD, TCC 7, FWISD 6	St. Matthew's Lutheran Church 5709 Wedgwood Drive Fort Worth, Texas 76133
<u>1024</u> <u>1024</u> <u>1436</u> , <u>1642</u> <u>1034</u> , <u>1504</u> <u>1024</u> , <u>1345</u> , <u>1431</u> <u>1642</u> <u>1345</u> , <u>1431</u>	City of Fort Worth 6, TRWD, TCC 7, Everman ISD City of Fort Worth 6, TRWD, TCC 7, Crowley ISD City of Fort Worth 6, TRWD, TCC 6 , Crowley ISD City of Fort Worth 6, TRWD, TCC 7, Mansfield ISD City of Fort Worth 6, TRWD, TCC 7 (Burleson ISD voters) City of Fort Worth 6, TRWD, TCC 6 (Burleson ISD voters) City of Fort Worth 6, TCC 7 (Burleson ISD voters)	Precinct One Garage 800 East Rendon Crowley Road Burleson, Texas 76028
<u>1119</u> , <u>1347</u> , <u>1641</u> <u>1348</u> <u>1119</u> , <u>1347</u> <u>1347</u> , <u>1641</u> <u>1348</u> <u>1348</u> <u>1424</u> , <u>1641</u> <u>1348</u>	City of Fort Worth 6, TRWD, TCC 6 , Crowley ISD City of Fort Worth 6, TRWD, TCC 7, Crowley ISD City of Fort Worth 6, TRWD, TCC 6 , FWISD 6 City of Fort Worth 6, TCC 6 , Crowley ISD City of Fort Worth 6, TCC 7, Crowley ISD TCC 7, Crowley ISD (Unincorporated voters) TCC 6 , Crowley ISD (Unincorporated voters) TCC 7, FWISD 7 (Unincorporated voters)	Westminster Presbyterian Church 7001 Trail Lake Drive Fort Worth, Texas 76133
<u>1142</u>	City of Fort Worth 6, TRWD, TCC 7, FWISD 6	Bruce Shulkey Elementary School 5533 Whitman Avenue TCC Districts 6 and 7 Fort Worth ISD Districts 2 , 3 , 5 and 6

No

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Election

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
1207	City of Fort Worth 6, TRWD, TCC 7, FWISD 6	Fort Worth, Texas 76133
1207	City of Fort Worth 6, TRWD, TCC 7, Crowley ISD	Southwest Sub-Courthouse
1207	City of Fort Worth 6, TCC 7, Crowley ISD	6551 Granbury Road
1207	TCC 7, Crowley ISD (Unincorporated voters)	Fort Worth, Texas 76133
		Was SW Community Center due to construction
1238, 1292	City of Fort Worth 6, TRWD, TCC 6, FWISD 6	Trinity Cumberland Presbyterian Church
1459	City of Fort Worth 6, TRWD, TCC 6, Crowley ISD	7120 West Cleburne Road
		Fort Worth, Texas 76133
		Precinct 1292 was Ministerio Gracia
1167	City of Fort Worth 6, TRWD, TCC 1, FWISD 8	Fort Worth Education Association
1004	City of Fort Worth 6, TRWD, TCC 7, FWISD 6	6021 Westcreek Drive
1257	City of Fort Worth 6, TRWD, TCC 1, FWISD 6	Fort Worth, Texas 76133
1105	City of Fort Worth 6, TRWD, TCC 6, FWISD 6	Southwest Community Center
1264	City of Fort Worth 6, TRWD, TCC 7, FWISD 6	6300 Welch Avenue
1264	City of Fort Worth 6, TRWD, TCC 7, Crowley ISD	Fort Worth, Texas 76133
1255, 1265	City of Fort Worth 6, TRWD, TCC 6, FWISD 6	Genesis United Methodist Church
1255, 1639	City of Fort Worth 6, TRWD, TCC 6, Crowley ISD	7635 South Hulen Street
1294	City of Fort Worth 6, TCC 7, Crowley ISD	Fort Worth, Texas 76133
1639	City of Fort Worth 6, TCC 6, Crowley ISD	
1639	TCC 6, Crowley ISD (Unincorporated voters)	
1071, 1186, 1377	City of Fort Worth 6, TRWD, TCC 7, Crowley ISD	Oakmont Elementary School
1071	City of Fort Worth 6, TCC 7, Crowley ISD	6651 Oakmont Trail
1071, 1377	City of Fort Worth 6, TRWD, TCC 7, FWISD 7	Fort Worth, Texas 76132
1186	TCC 7, Crowley ISD (Unincorporated voters)	
1186	TCC 7, FWISD 7 (Unincorporated voters)	
3372, 3417, 3646	City of Fort Worth 7, TRWD, TCC 4, Keller ISD	John M. Tidwell Middle School
3185, 3192, 3372, 3417, 3646	City of Fort Worth 7, TRWD, TCC 4, Northwest ISD	3937 Haslet-Roanoke Road
3696		Fort Worth, Texas 76262
3372, 3417, 3696	City of Fort Worth 7, TCC 4, Keller ISD	
3192, 3372, 3417, 3646, 3696	City of Fort Worth 7, TCC 4, Northwest ISD	
3372	TCC 4, Keller ISD (Unincorporated voters)	
3417, 3646	TCC 4, Northwest ISD (Unincorporated voters)	
No	14 Election	TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
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Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
3240, 3465	City of Fort Worth 7, TRWD, TCC 4, Keller ISD	Woodland Springs Elementary School 12120 Woodland Springs Drive Fort Worth, Texas 76244
3240, 3465, 3486, <u>3648</u>	City of Fort Worth 7, TCC 4, Keller ISD	
3465	City of Fort Worth 7, TRWD, TCC 4, Northwest ISD	
3486	City of Fort Worth 7, TCC 4, Northwest ISD	
3465	TCC 4, Keller ISD (Unincorporated voters)	
3043, 3152, 3567, <u>3700</u>	City of Fort Worth 7, TCC 4, Northwest ISD	Truett Wilson Middle School 14250 Sendera Ranch Boulevard Haslet, Texas 76052
4694	City of Fort Worth 7, TRWD, TCC 4, Eagle Mountain-Saginaw ISD	was Sendera Ranch Elementary, not available due to construction
3567, 4694	City of Fort Worth 7, TCC 4, Eagle Mountain-Saginaw ISD	Haslet voters and Unincorporated in Precincts 3185 and 3192 moved here
3567, 4694	TCC 4, Eagle Mountain-Saginaw ISD (Unincorporated voters)	
4044, 4371	TRWD, TCC 4, Northwest ISD (Unincorporated voters)	
4371	TCC 4, Northwest ISD (Newark voters)	
3043, 3152, 3567, 4044, 4371	TCC 4, Northwest ISD (Unincorporated voters)	
4044, 4371	TRWD, TCC4, Northwest ISD, NED (Unincorporated voters)	
4044, 4371	TCC4, Northwest ISD, NED (Unincorporated voters)	
3152, 3185, 3192, 3363	City of Haslet, TCC 4, Northwest ISD	
3185, 3192	TCC 4, Northwest ISD (Unincorporated voters)	
4086	City of Fort Worth 7, TRWD, TCC 4, FWISD 5	North Hi Mount Elementary School 3801 West 7th Street Fort Worth, Texas 76107
<u>4116</u>	City of Fort Worth 7, TRWD, TCC 1, FWISD 5	
4137	City of Fort Worth 7, TRWD, TCC 1, FWISD 5	Jo Kelly School 201 North Bailey Avenue Fort Worth, Texas 76107
<u>4243</u>	City of Fort Worth 7, TRWD, TCC 1, Castleberry ISD	

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
4284, 4373	City of Fort Worth 7, TRWD, TCC 4, Azle ISD	Lake Patrol Headquarters
4242	City of Fort Worth 7, TRWD, TCC 7, Azle ISD	7501 Surfside Drive
4053, 4113, 4284, 4285, 4373	City of Fort Worth 7, TRWD, TCC 4, FWISD 5	Fort Worth, Texas 76135
4242, 4272	City of Fort Worth 7, TRWD, TCC 7, FWISD 5	
4053	City of Fort Worth 7, TRWD, TCC 4, Eagle Mountain-Saginaw ISD	
4053	City of Fort Worth 7, TCC 4, Eagle Mountain-Saginaw ISD	
4091	City of Fort Worth 7, TCC 4, FWISD 5	
4091, 4113, 4285	City of Fort Worth 7, TRWD, TCC 4, Lake Worth ISD	
4113	City of Fort Worth 7, TRWD, TCC 4, White Settlement ISD	
4272	City of Fort Worth 7, TRWD, TCC 7, White Settlement ISD	
4065	City of Fort Worth 3, TRWD, TCC 7, White Settlement ISD	
4053	TCC 4, Eagle Mountain-Saginaw ISD (Unincorporated voters)	
4259	Town of Lakeside, TCC 7, Azle ISD	
4242	Town of Lakeside, TRWD, TCC 7, Azle ISD	
4373	Town of Lakeside, TRWD, TCC 4, Azle ISD	
4373	Town of Lakeside, TRWD, TCC 4, FWISD 5	
4259	Town of Lakeside, TCC 7, White Settlement ISD	
4065	TCC 7, White Settlement ISD (Unincorporated voters)	
4044, 4045, 4375, 4429, 4532	City of Fort Worth 7, TRWD, TCC 4, Eagle Mountain-Saginaw ISD	W. E. Boswell High School
4044, 4375, 4429	City of Fort Worth 7, TCC 4, Eagle Mountain-Saginaw ISD	5805 West Bailey-Boswell Road
4375	City of Fort Worth 7, TRWD, TCC 4, FWISD 5	Fort Worth, Texas 76179
4044	City of Fort Worth 7, TCC 4, Northwest ISD	
4454	City of Fort Worth 7, TRWD, TCC 1, Eagle Mountain-Saginaw ISD	
4454	City of Fort Worth 7, TCC 1, Eagle Mountain-Saginaw ISD	
4045, 4375, 4429	TCC 4, Eagle Mountain-Saginaw ISD (Unincorporated voters)	
4375, 4532	TRWD, TCC 4, Eagle Mountain-Saginaw ISD (Unincorporated voters)	
3363, 4599, 4638	City of Fort Worth 7, TRWD, TCC 4, Northwest ISD	Sonny and Allegra Nance Elementary School
3363, 4599	City of Fort Worth 7, TCC 4, Northwest ISD	701 Tierra Vista Way
4599	City of Fort Worth 7, TRWD, TCC 4, Eagle Mountain-Saginaw ISD	Fort Worth, Texas 76131
4599	City of Fort Worth 7, TCC 4, Eagle Mountain-Saginaw ISD	
4599	City of Fort Worth 7, TRWD, TCC 4, Keller ISD	
4599	City of Fort Worth 7, TCC 4, Keller ISD	
3363	TCC 4, Northwest ISD (Unincorporated voters)	
1005, 1444	City of Fort Worth 8, TRWD, TCC 6, FWISD 4	Van Zandt-Guinn Elementary School
1677	City of Fort Worth 9, TRWD, TCC 6, FWISD 4	600 Kentucky Avenue
4006	City of Fort Worth 9, TRWD, TCC 1, FWISD 4	Fort Worth, Texas 76104
No	17	TCC Districts 6 and 7
		Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
<u>1008</u> , 1544, 1550	City of Fort Worth 8, TRWD, TCC 6, FWISD 4	Versia L. Williams Elementary School 901 Baurline Street Fort Worth, Texas 76111
<u>1010</u> , 1056	City of Fort Worth 8, TRWD, TCC 6, FWISD 4	Community Christian Church Education Building, 1720 Vickery Boulevard East Fort Worth, Texas 76104
<u>1019</u> 1476	City of Fort Worth 8, TRWD, TCC 6, FWISD 9 City of Fort Worth 8, TRWD, TCC 1, FWISD 9	Andrew "Doc" Session Community Center 201 South Sylvania Avenue Fort Worth, Texas 76111
<u>1059</u>	City of Fort Worth 8, TRWD, TCC 6, FWISD 4	Antioch Missionary Baptist Church 1063 East Rosedale Street Fort Worth, Texas 76104
<u>1061</u> 1061 4615, 4640, 4683 4572 1678	City of Fort Worth 8, TRWD, TCC 1, FWISD 9 City of Fort Worth 8, TRWD, TCC 6, FWISD 9 City of Fort Worth 9, TRWD, TCC 6, FWISD 1 City of Fort Worth 9, TRWD, TCC 6, FWISD 9 City of Fort Worth 9, TCC 6, FWISD 9	Greenway Church 1816 Delga Street Fort Worth, Texas 76102 Precincts 1678, 4572, 4615, 4640, 4683 were at TownePlace Suites
<u>1066</u> , 1236, 1617 1479, 1672	City of Fort Worth 8, TRWD, TCC 6, FWISD 9 City of Fort Worth 8, TRWD, TCC 6, FWISD 2	Christ Cathedral Church 3201 Purington Avenue Fort Worth, Texas 76103
<u>1011</u> , <u>1075</u>	City of Fort Worth 8, TRWD, TCC 6, FWISD 2	Sycamore Recreation Center 2525 East Rosedale Street Fort Worth, Texas 76105
<u>1079</u> , 1090	City of Fort Worth 8, TRWD, TCC 6, FWISD 4	Pilgrim Rest Missionary Baptist Church 960 East Baltimore Avenue Fort Worth, Texas 76104 was Morningside Elementary due to funeral
<u>1080</u>	City of Fort Worth 8, TRWD, TCC 6, FWISD 4	Greater Harvest Church of God in Christ 2900 Mitchell Boulevard Fort Worth, Texas 76105
No	18 Election	TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6

Precincts at Site	Entities	Election Day Polling Location
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Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
<u>1083</u>	City of Fort Worth 8, TRWD, TCC 6, FWISD 2	Beth Eden Missionary Baptist Church 3208 Wilbarger Street Fort Worth, Texas 76119
<u>1088</u>	City of Fort Worth 8, TRWD, TCC 6, FWISD 2	Sagamore Hill Elementary School 701 South Hughes Avenue Fort Worth, Texas 76103
<u>1078, 1089, 1619 4288, 4587</u>	City of Fort Worth 8, TRWD, TCC 6, FWISD 4 City of Fort Worth 9, TRWD, TCC 6, FWISD 9	Morningside Elementary School 2601 Evans Avenue Fort Worth, Texas 76104 Precincts 4288, 4587 were at Macedonia Bapt
<u>1104</u>	City of Fort Worth 8, TRWD, TCC 6, FWISD 4	Bradley Center 2601 Timberline Drive Fort Worth, Texas 76119
<u>1150, 1559 1150, 1549, 1559, 1628 1543, 1549</u>	City of Fort Worth 8, TRWD, TCC 1, Everman ISD City of Fort Worth 8, TRWD, TCC 1, FWISD 4 City of Fort Worth 8, TRWD, TCC 6, FWISD 4	New Hope Fellowship 6410 South Freeway Fort Worth, Texas 76134
<u>1154, 1576, 1652 1154 4495 1652 1555 1555 1597</u>	City of Fort Worth 8, TRWD, TCC 6, FWISD 4 City of Fort Worth 8, TCC 6, FWISD 4 City of Fort Worth 8, TRWD, TCC 1, FWISD 4 City of Fort Worth 8, TRWD, TCC 6, Everman ISD City of Fort Worth 9, TRWD, TCC 6, FWISD 4 City of Fort Worth 9, TRWD, TCC 6, Everman ISD City of Fort Worth 9, TRWD, TCC 1, FWISD 8	Carter Park Elementary School 1204 East Broadus Avenue Fort Worth, Texas 76115
<u>1170</u>	City of Fort Worth 8, TRWD, TCC 6, FWISD 2	Victory Temple Worship Center 2001 Oakland Boulevard Fort Worth, Texas 76103
<u>1251 1251</u>	City of Fort Worth 8, TRWD, TCC 6, Crowley ISD City of Fort Worth 8, TCC 6, Crowley ISD	Meadowcreek Elementary School 2801 Country Creek Lane Fort Worth, Texas 76123
No	20 Election	TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
1244, 1291	City of Fort Worth 8, TRWD, TCC 6, FWISD 4	Highland Hills Community Center
1025, 1084, 1244, 1291, 1295	City of Fort Worth 8, TRWD, TCC 6, Everman ISD	1600 Glasgow Road
1439, 1577, 1578, 1621		Fort Worth, Texas 76134
2474	City of Fort Worth 8, TRWD, TCC 7, Everman ISD	
1291, 1577, 1578	City of Fort Worth 8, TCC 6, Everman ISD	
1291	City of Fort Worth 8, TCC 6, FWISD 4	
1244	City of Fort Worth 8, TCC 6, Kennedale ISD	
2474	City of Fort Worth 8, TCC 7, Kennedale ISD	
2474	City of Fort Worth 8, TRWD, TCC 7, Kennedale ISD	
1578	City of Fort Worth 8, TRWD, TCC 6 (Burleson ISD voters)	
1578	City of Fort Worth 8, TRWD, TCC 6, Crowley ISD	
1301	City of Fort Worth 8, TCC 6, FWISD 4	
1084, 1439	TCC 6, Everman ISD (Unincorporated voters)	
2474	TCC 7, Everman ISD (Unincorporated voters)	
1244	TCC 6, Kennedale ISD (Unincorporated voters)	
1189, 1300	City of Fort Worth 8, TRWD, TCC 1, Crowley ISD	St. Luke Cumberland Presbyterian Church
1189	City of Fort Worth 8, TRWD, TCC 1, FWISD 6	1404 Sycamore School Road
1440	City of Fort Worth 8, TRWD, TCC 6, FWISD 6	Fort Worth, Texas 76134
1440	City of Fort Worth 8, TRWD, TCC 6, Crowley ISD	Precinct 1440 was Ministerio Gracia
1378	City of Fort Worth 8, TRWD, TCC 6, Crowley ISD	
1378	City of Fort Worth 8, TRWD, TCC 6, Everman ISD	Parkway Elementary School
1378	City of Fort Worth 8, TRWD, TCC 6, FWISD 4	1320 West Everman Parkway
1378	City of Fort Worth 8, TRWD, TCC 1, Crowley ISD	Fort Worth, Texas 76134
1477, 1482	City of Fort Worth 8, TRWD, TCC 6, FWISD 2	Glen Park Elementary School
		3601 Pecos Street
		Fort Worth, Texas 76119
1001, 1376, 4458	City of Fort Worth 9, TRWD, TCC 1, FWISD 9	Tarrant County Plaza Building
4253	City of Fort Worth 9, TRWD, TCC 6, FWISD 1	201 Burnett Street
4494	City of Fort Worth 2, TRWD, TCC 6, FWISD 1	Fort Worth, Texas 76102
		Precinct 4253 was TownePlace Suites
1014, 1237	City of Fort Worth 9, TRWD, TCC 1, FWISD 8	Greenbriar Elementary School
		1605 Grady Lee Street
		Fort Worth, Texas 76134
No	21 Election	TCC Districts 6 and 7
		Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
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Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
1015, 1684	City of Fort Worth 9, TRWD, TCC 1, FWISD 1	Middle Level Learning Center
1094, 1674	City of Fort Worth 9, TRWD, TCC 7, FWISD 5	3813 Valentine Street
4016, 4344	City of Fort Worth 7, TRWD, TCC 4, FWISD 5	Fort Worth, Texas 76107
4350	City of Fort Worth 7, TRWD, TCC 1, FWISD 1	Precincts 4016, 4344, 4350 were at
4350	City of Fort Worth 7, TRWD, TCC 4, FWISD 1	South Hi Mount Elementary
1062, 1455, 1457, 1608, 1611	City of Fort Worth 9, TRWD, TCC 1, FWISD 9	E. M. Daggett Elementary School
4077, 4096		958 Page Avenue
		Fort Worth, Texas 76110
1076, 1095	City of Fort Worth 9, TRWD, TCC 1, FWISD 5	Lily B. Clayton Elementary School
1095	City of Fort Worth 9, TRWD, TCC 7, FWISD 5	2000 Park Place Avenue
		Fort Worth, Texas 76110
1085	City of Fort Worth 9, TRWD, TCC 1, FWISD 8	Rosemont Middle School
		1501 West Seminary Drive
		Fort Worth, Texas 76115
1108, 1408, 1434, 1633	City of Fort Worth 9, TRWD, TCC 1, FWISD 8	R. L. Paschal High School
1298	City of Fort Worth 9, TRWD, TCC 7, FWISD 6	3001 Forest Park Boulevard
1298	City of Fort Worth 9, TRWD, TCC 7, FWISD 8	Fort Worth, Texas 76110
1273, 1133, 1165, 1445, 1594	City of Fort Worth 9, TRWD, TCC 1, FWISD 8	El Buen Pastor Baptist Church
		4800 Merida Avenue
		Fort Worth, Texas 76115
4057, 4492	City of Fort Worth 9, TRWD, TCC 1, FWISD 9	Trinity Terrace
4493, 4496, 4634	City of Fort Worth 9, TRWD, TCC 1, FWISD 1	1600 Texas Street
		Fort Worth, Texas 76102
4060	City of Fort Worth 9, TRWD, TCC 1, FWISD 9	De Zavala Elementary School
		1419 College Avenue
		Fort Worth, Texas 76104
4097, 4475, 4478	City of Fort Worth 9, TRWD, TCC 1, FWISD 8	George C. Clarke Elementary School
4312	City of Fort Worth 9, TRWD, TCC 1, FWISD 9	3300 South Henderson Street
		Fort Worth, Texas 76110

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
1412, <u>4107</u>	City of Fort Worth 9, TRWD, TCC 1, FWISD 8	Worth Heights Community Center 3551 New York Avenue Fort Worth, Texas 76110
1109, 1416, 1473, 4503, 4573 <u>4124</u>	City of Fort Worth 9, TRWD, TCC 1, FWISD 9 City of Fort Worth 9, TRWD, TCC 1, FWISD 1	Calvary Cathedral 1701 Oakhurst Scenic Drive Fort Worth, Texas 76111 was Fort Worth Harvest Church
4155, <u>4195</u>	City of Fort Worth 9, TRWD, TCC 1, FWISD 8	Richard J. Wilson Elementary School 900 West Fogg Street Fort Worth, Texas 76110
<u>4201</u>	City of Fort Worth 9, TRWD, TCC 1, FWISD 9	Worth Heights Elementary School 519 East Butler Street Fort Worth, Texas 76110
<u>4233</u> , 4432 <u>4370</u>	City of Fort Worth 9, TRWD, TCC 1, FWISD 9 City of Fort Worth 9, TRWD, TCC 6, FWISD 9	Southside Church of Christ 2101 Hemphill Street Fort Worth, Texas 76110
1481, <u>4256</u> 1351	City of Fort Worth 9, TRWD, TCC 1, FWISD 8 City of Fort Worth 9, TRWD, TCC 1, FWISD 4	Hubbard Heights Elementary School 1333 West Spurgeon Street Fort Worth, Texas 76115
1382, 1404, <u>2158</u> , 2546, 2616 2680, 2681	City of Grand Prairie 1, TCC 3, Arlington ISD	Myrtice and Curtis Larson Elementary 2620 Avenue K Grand Prairie, Texas 75050
2180, 2411 2413	City of Grand Prairie 1, TCC 3, Arlington ISD City of Grand Prairie 2, TCC 5, Arlington ISD	UAW Local #276 2505 W. E. Roberts Street Grand Prairie, Texas 75051
2381 2275, 2349, 2379, 2438, <u>2466</u> 2484, 2488 2299	City of Grand Prairie 2, TCC 5, Arlington ISD City of Grand Prairie 4, TCC 5, Arlington ISD City of Grand Prairie 6, TCC 5, Arlington ISD	James Starrett Elementary School 2675 Fairmont Drive Grand Prairie, Texas 75052

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
2379, 2453, 2488, 2612, 2618 2699	City of Grand Prairie 4, TCC 5, Mansfield ISD	Anna May Daulton Elementary School 2607 North Grand Peninsula Drive Grand Prairie, Texas 75054
2299, 2644, 2699	City of Grand Prairie 6, TCC 5, Mansfield ISD	
2644	TCC 5, Mansfield ISD (Unincorporated voters)	
3035, 3038, 3039, 3114, 3321 3361, 3384, 3385, 3390, 3396 3469, 3470, 3530, 3542	City of Grapevine, TCC 2, Grapevine-Colleyville ISD	The REC of Grapevine 1175 Municipal Way Grapevine, Texas 76051
3035, 3321	City of Grapevine, TCC 2, Northwest ISD	
3035, 3038, 3039, 3384, 3542 3321	City of Grapevine, TCC 2, Carroll ISD	
3321	Town of Flower Mound, TCC 2, Lewisville ISD	Haltom City Northeast Center 3201 Friendly Lane Haltom City, Texas 76117
	Town of Flower Mound, TCC 2, Grapevine-Colleyville ISD	
1199, 1622, 4042, 4239, 4362 4632	City of Haltom City, TCC 6, Birdville ISD	
4141, 4191, 4399, 4410, 4533	City of Haltom City, TCC 4, Birdville ISD	Haslet Community Center 105 Main Street Haslet, Texas 76052 moved to Truett Wilson, see page 14
4102, 4141, 4159, 4218, 4290 4328, 4485	City of Haltom City, TCC 1, Birdville ISD	
4102, 4483, 4485	City of Haltom City, TCC 1, FWISD 9	
4620	City of Haltom City, TCC 2, Birdville ISD	Hurst Public Library 901 Precinct Line Road Hurst, Texas 76053
4410	City of Haltom City, TCC 4, Keller ISD	
3152, 3185, 3192, 3363 3185, 3192	City of Haslet, TCC 4, Northwest ISD TCC 4, Northwest ISD (Unincorporated voters)	
3032, 3176, 3196, 3248, 3282 3433, 3575, 3582, 3583, 3584 3585, 3661, 3662	City of Hurst, TCC 2, Birdville ISD	
3248	City of Hurst, TCC 2, Grapevine-Colleyville ISD	
3248, 3582	City of Hurst, TCC 2, Keller ISD	
3032, 3139, 3156, 3166, 3172 3176, 3196, 3213, 3282, 3590 3665	City of Hurst, TCC 2, H-E-B ISD	
3560, 3653, 3654	City of Hurst, TCC 6, H-E-B ISD	
3248	TCC 2, Keller ISD (Unincorporated voters)	
3248	TCC 2, Grapevine-Colleyville ISD (Unincorporated voters)	

No

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Election

TCC Districts 6 and 7
Fort Worth ISD Districts 2, 3, 5 and 6

Precincts at Site	Entities	Election Day Polling Location
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Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
3040, 3386, 3392, 3422, 3502 3668	City of Keller, TCC 2, Keller ISD	Bear Creek Intermediate School 801 Bear Creek Parkway Keller, Texas 76248
3422	City of Keller, TCC 2, Northwest ISD	
3240, 3671	City of Keller, TRWD, TCC 4, Keller ISD	
3240, 3648, 3671	City of Keller, TCC 4, Keller ISD	
3240	TCC 4, Keller ISD (Unincorporated voters)	
3054, 3072, 3365, 3471, 3554 3580, 3624	City of Keller, TCC 2, Keller ISD	Shady Grove Elementary School 1400 Sarah Brooks Drive Keller, Texas 76248
3624	City of Keller, TCC 2, Carroll ISD	
3624	TCC 2, Keller ISD (Unincorporated voters)	
2029	City of Kennedale, TCC 7, Arlington ISD	Kennedale Community Center 316 West 3rd Street Kennedale, Texas 76060
1427, 1515	City of Kennedale, TCC 6, FWISD 4	
2474	City of Kennedale, TCC 7, FWISD 4	
2029, 2262, 2305, 2474	City of Kennedale, TCC 7, Kennedale ISD	
2522	City of Kennedale, TCC 5, Kennedale ISD	
2029, 2262	City of Kennedale, TCC 7, Mansfield ISD	
2474	TCC 7, Kennedale ISD (Unincorporated voters)	
4259	Town of Lakeside, TCC 7, Azle ISD	See page 15
4242	Town of Lakeside, TRWD, TCC 7, Azle ISD	
4373	Town of Lakeside, TRWD, TCC 4, Azle ISD	
4373	Town of Lakeside, TRWD, TCC 4, FWISD 5	
4259	Town of Lakeside, TCC 7, White Settlement ISD	
4053, 4091	City of Lake Worth, TCC 4, Lake Worth ISD	Sheriff's Office North Patrol Division 6651 Lake Worth Boulevard Lake Worth, Texas 76135
4242	City of Lake Worth, TCC 7, Lake Worth ISD	
4091	City of Lake Worth, TCC 4, Eagle Mountain-Saginaw ISD	
4285	City of Lake Worth, TRWD, TCC 4, Lake Worth ISD	
2033, 2360, 2614, 2618, 2643 2697	City of Mansfield, TCC 5, Mansfield ISD	Mansfield Sub-Courthouse 1100 East Broad Street Mansfield, Texas 76063
2221, 2308, 2357, 2636 1034, 2258, 2355	City of Mansfield, TCC 5, Mansfield ISD	Donna Shepard Intermediate School 1280 FM Road 1187 Mansfield, Texas 76063
2258	City of Mansfield, TCC 7, Mansfield ISD	
2308	TCC 7, Mansfield ISD (Unincorporated voters)	
	TCC 5, Mansfield ISD (Unincorporated voters)	
No	27	TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6
		Election

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
2426, 2435, 2524, 2548, 2645	City of Mansfield, TCC 5, Mansfield ISD	J. L. Boren Elementary School 1401 Country Club Drive Mansfield, Texas 76063
3140, 3215, 3289, 4399, 4629 3289, 4629 3325, 3326	City of North Richland Hills, TCC 4, Birdville ISD City of North Richland Hills, TCC 1, Birdville ISD City of North Richland Hills, TCC 2, Birdville ISD	Dan Echols Center 6801 Glenview Drive North Richland Hills, Texas 76180
3041, 3177, 3333, 3575, 3582 3583, 3664 3041, 3664 3214, 3324, 3364	City of North Richland Hills, TCC 2, Birdville ISD City of North Richland Hills, TCC 2, H-E-B ISD City of North Richland Hills, TCC 4, Birdville ISD	North Richland Hills Public Library 9015 Grand Avenue North Richland Hills, Texas 76180
3049, 3209, 3387, 3447 3049, 3063, 3209, 3367, 3387 3507, 3527, 3584	City of North Richland Hills, TCC 2, Keller ISD City of North Richland Hills, TCC 2, Birdville ISD	Former Bursey Road Senior Adult Center 7301 Bursey Road North Richland Hills, Texas 76180
2112	Town of Pantego, TCC 3, Arlington ISD	Pantego Town Hall Council Chambers 1644 South Bowen Road Pantego, Texas 76013
4047	City of Pelican Bay, TRWD, TCC 4, Azle ISD	Pelican Bay City Hall 1300 Pelican Circle Pelican Bay, Texas 76020
4047, 4395	City of Reno (voters in TRWD, TCC 4, Azle ISD)	Contracting with Parker County TRWD and Azle ISD voters, see page 4
3131, 3164, 3325, 3406, 4620 1199, 3164	City of Richland Hills, TCC 2, Birdville ISD City of Richland Hills, TCC 6, Birdville ISD	Richland Hills Public Library 6724 Rena Drive Richland Hills, Texas 76118
4121, 4125, 4202, 4687 4202, 4598	City of River Oaks, TRWD, TCC 1, Castleberry ISD City of River Oaks, TCC 1, Castleberry ISD	River Oaks City Hall 4900 River Oaks Boulevard River Oaks, Texas 76114
3422 3646	City of Roanoke Ward 1, TCC 2, Northwest ISD City of Roanoke Ward 2, TCC 4, Northwest ISD	See Town of Westlake location, page 24

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
4018, 4454, 4499, 4531, 4649 4666	City of Saginaw, TCC 1, Eagle Mountain-Saginaw ISD	City of Saginaw Senior Citizen Center 405 South Belmont Street Saginaw, Texas 76179
4044, 4338, 4694	City of Saginaw, TCC 4, Eagle Mountain-Saginaw ISD	
4093	City of Saginaw, TRWD, TCC 1, FWISD 9	
4245	City of Saginaw, TCC 1, FWISD 9	
4138, 4400, 4593, 4690, 4691 4692, 4693	City of Sansom Park, TCC 1, Castleberry ISD	Sansom Park City Hall 5705 Azle Avenue Sansom Park, Texas 76114
4138, 4400, 4593, 4595	City of Sansom Park, TCC 1, Lake Worth ISD	
4138, 4593	City of Sansom Park, TCC 1, FWISD 1	
4487	City of Sansom Park, TRWD, TCC 1, FWISD 1	no voters in TRWD, moved to page 7
3039, 3286, 3359, 3470, 3526 3529, 3538, 3545, 3558, 3579	City of Southlake, TCC 2, Carroll ISD	Carroll High School 800 North White Chapel Boulevard Southlake, Texas 76092
3470, 3542	City of Southlake, TCC 2, Grapevine-Colleyville ISD	
3545, 3579, 3626	City of Southlake, TCC 2, Keller ISD	Was Carroll Senior High School
3039, 3529	City of Southlake, TCC 2, Northwest ISD	
3500 3500	Town of Trophy Club, Trophy Club MUD 1, TCC 2, Northwest ISD Town of Trophy Club, Trophy Club MUD 1, TCC 2, Carroll ISD	Trophy Club Town Hall 1 Trophy Wood Drive Trophy Club, Texas 76262
3187, 3194, 3332, 3398, 3509 3667	City of Watauga, TCC 4, Birdville ISD	Watauga City Hall 7105 Whitley Road Watauga, Texas 76148
3187, 3287, 3398, 3509, 4261	City of Watauga, TCC 4, Keller ISD	
3286, 3500	Town of Westlake, TCC 2, Carroll ISD	Westlake Town Hall
3286	Town of Westlake, Trophy Club MUD 1, TCC 2, Carroll ISD	1500 Solona Boulevard Building 7, Suite 7100 Westlake, Texas 76262
3286, 3422, 3502	Town of Westlake, TCC 2, Keller ISD	
3286	Town of Westlake, Trophy Club MUD 1, TCC 2, Keller ISD	
3286, 3422	Town of Westlake, TCC 2, Northwest ISD	
3286	Town of Westlake, Trophy Club MUD 1, TCC 2, Northwest ISD	
3372, 3646	Town of Westlake, TCC 4, Northwest ISD	
3422	City of Roanoke Ward 1, TCC 2, Northwest ISD	
3646	City of Roanoke Ward 2, TCC 4, Northwest ISD	
4115	Town of Westover Hills, TRWD, TCC 4, FWISD 5	Westover Hills Town Hall 5824 Merrymount Road TCC Districts 6 and 7 Fort Worth ISD Districts 2, 3, 5 and 6

Attachment "A" May 4, 2019 Election Day Polling Locations – 174 total (as of 3/6/19)

Precincts at Site	Entities	Election Day Polling Location
<u>4144</u> <u>4144</u>	City of Westworth Village, TRWD, TCC 4, FWISD 5 City of Westworth Village, TRWD, TCC 4, White Settlement ISD	Westover Hills, Texas 76107 Westworth Village City Hall 311 Burton Hill Road Westworth Village, Texas 76114
<u>4020</u> , <u>4128</u> <u>4113</u> <u>4020</u> , <u>4128</u> , <u>4204</u> <u>4144</u>	City of White Settlement, TCC 7, FWISD 5 City of White Settlement, TCC 4, FWISD 5 City of White Settlement, TCC 7, White Settlement ISD City of White Settlement, TRWD, TCC 4, White Settlement ISD	White Settlement ISD Administration Building, 401 South Cherry Lane White Settlement, Texas 76108
<u>4044</u> , <u>4371</u> <u>4044</u> , <u>4371</u> <u>4371</u> <u>4371</u> <u>4371</u>	TRWD, TCC 4, Eagle Mountain-Saginaw ISD (Unincorporated voters) TCC 4, Eagle Mountain-Saginaw ISD (Unincorporated voters) TCC 4, Eagle Mountain-Saginaw ISD (Newark voters) TRWD, TCC4, Eagle-Mountain-Saginaw ISD, NED (Unincorporated voters) TCC4, Eagle Mountain-Saginaw ISD, NED (Unincorporated voters)	Eagle Mountain Fire Hall 1 9500 Live Oak Lane Saginaw, Texas 76179 was Lakeview Fellowship, won't allow campaigning
<u>1034</u> , <u>1352</u> , <u>1504</u> , <u>2262</u>	TCC 7, Mansfield ISD (Unincorporated voters)	Tarver Rendon Elementary School 6065 Retta Mansfield Road Burleson, Texas 76028

EARLY VOTING FOR MAY 4, 2019
(VOTACION ADELANTADA PARA EL 4 DE MAYO DE 2019)
(BẦU CỬ SỚM CHO NGÀY 4 THÁNG 5, NĂM 2019)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES Y ESPECIALES CONJUNTAS)
(CUỘC TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

This schedule of early voting locations, dates and times applies to voters in the following cities, towns, schools, college, library and water districts: (Este horario de casetas de votación adelantada, sus fechas y tiempos aplican a los votantes en las siguientes ciudades, pueblos, escuelas, colegio, biblioteca y distritos de agua)(Đây là lịch trình của những địa điểm, ngày tháng và thời gian cho bầu cử sớm áp dụng cho các cử tri ở trong những điều sau đây: các thành phố, các thị xã, các trường học, trường cao đẳng, thư viện và cơ quan thủy cục):

Arlington, Azle, Bedford, Blue Mound, Colleyville, Edgecliff Village, Euless, Everman, Flower Mound, Forest Hill, Fort Worth, Grand Prairie, Grapevine, Haltom City, Hurst, Keller, Kennedale, Lake Worth, Mansfield, North Richland Hills, Richland Hills, River Oaks, Saginaw, Southlake, Trophy Club, Watauga, Westworth Village, Azle ISD, Birdville ISD, Carroll ISD, Crowley ISD, Eagle Mountain-Saginaw ISD, Fort Worth ISD Districts 2, 3, 5 and 6, Grapevine-Colleyville ISD, Hurst-Euless- Bedford ISD, Keller ISD, Kennedale ISD, Lewisville ISD, Mansfield ISD, Northwest ISD, White Settlement ISD, Tarrant County College District 7, Forest Hill Library District and Tarrant Regional Water District.

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS
(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)
(Ngày và giờ đi bầu cử sớm)

pril (abril) (Tháng Tư) 22 – 26	Monday – Friday (lunes – viernes) (Thứ Hai – Thứ Sáu)	8:00 a.m. – 5:00 p.m.
pril (abril) (Tháng Tư) 27	Saturday (sábado) (Thứ Bảy)	7:00 a.m. – 7:00 p.m.
pril (abril) (Tháng Tư) 28	Sunday (domingo) (Chủ Nhật)	11:00 a.m. – 4:00 p.m.
pril (abril) (Tháng Tư) 29 - 30	Monday - Tuesday (lunes - martes) (Thứ Hai- Thứ Ba)	7:00 a.m. – 7:00 p.m.

	Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
1	Bob Duncan Center	2800 South Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 West Pioneer Parkway	Arlington	76013
4	South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus EMB – Portable Building C (edificio móvil c) (Nhà Di Động C)	2100 Southeast Parkway	Arlington	76018
7	B J Clark Annex Room 4 (Sala 4) (Phòng số 4)	603 Southeast Parkway	Azle	76020
8	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
9	Colleyville City Hall	100 Main Street	Colleyville	76034
10	Crowley 9th Grade Campus Room 304 (Sala 304) (Phòng số 304)	1016 FM 1187 West	Crowley	76036

EARLY VOTING FOR MAY 4, 2019
(VOTACION ADELANTADA PARA EL 4 DE MAYO DE 2019)
(BẦU CỬ SỚM CHO NGÀY 4 THÁNG 5, NĂM 2019)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES Y ESPECIALES CONJUNTAS)
(CUỘC TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

11	Eules Family Life Senior Center	300 W Midway Drive	Eules	76039
12	Forest Hill Civic and Convention Center	6901 Wichita Street	Forest Hill	76140
13	Diamond Hill/Jarvis Branch Library	1300 NE 35 th Street	Fort Worth	76106
14	East Regional Library	6301 Bridge Street	Fort Worth	76112
15	Griffin Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
16	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
17	JPS Health Center Viola M. Pitts/Como <i>Lower Level - #100 (Nivel Inferior #100)</i> (Lầu Dưới #100)	4701 Bryant Irvin Road N.	Fort Worth	76107
18	Longhorn Activity Center	5350 Basswood Boulevard	Fort Worth	76137
19	Northside Community Center	1100 Northwest 18 th Street	Fort Worth	76164
20	Rosemont Middle School	1501 West Seminary Drive	Fort Worth	76115
21	Southside Community Center	959 East Rosedale Street	Fort Worth	76104
22	Southwest Community Center	6300 Welch Avenue	Fort Worth	76133
23	Southwest Regional Library	4001 Library Lane	Fort Worth	76109
24	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
25	Tarrant County Elections Center <i>Main Early Voting Site (sitio principal de votación adelantada)</i> (Trung Tâm Bầu Cử Sớm)	2700 Premier Street	Fort Worth	76111
26	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
27	Villages of Woodland Springs Amenity Center	12209 Timberland Boulevard	Fort Worth	76244
28	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
29	Asia Times Square	2615 W. Pioneer Parkway (La esquina del Pioneer Pkwy y Great Southwest Pkwy) (Góc đường của Pioneer Pkwy và Great Southwest Pkwy)	Grand Prairie	75051

List of Early Voting locations continued
(Lista de casetas de votación adelantada continuó)
(Danh sách các địa điểm bỏ phiếu sớm tiếp tục)

Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành Phố)	Zip Code (Código postal) (Mã Bưu Điện)
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EARLY VOTING FOR MAY 4, 2019
(VOTACION ADELANTADA PARA EL 4 DE MAYO DE 2019)
(BẦU CỬ SỚM CHO NGÀY 4 THÁNG 5, NĂM 2019)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES Y ESPECIALES CONJUNTAS)
(CUỘC TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

30	The REC of Grapevine	1175 Municipal Way	Grapevine	76051
31	Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
32	Haslet Public Library	100 Gammill Street	Haslet	76052
33	Hurst Recreation Center	700 Mary Drive	Hurst	76053
34	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
35	Kennedale Community Center	316 West 3rd Street	Kennedale	76060
36	Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
37	Mansfield Sub-Courthouse	1100 East Broad Street	Mansfield	76063
38	Dan Echols Center	6801 Glenview Drive	N. Richland Hills	76180
39	North Richland Hills Public Library	9015 Grand Avenue	N. Richland Hills	76180
40	Richland Hills Public Library	6724 Rena Drive	Richland Hills	76118
41	River Oaks City Hall	4900 River Oaks Boulevard	River Oaks	76114
42	Eagle Mountain-Saginaw ISD Administration Building 6 – Training Room (Edificio 6 – Sala de entrenamiento) (Tòa Nhà số 6) (Phòng Tập Luyện)	1200 N Old Decatur Road	Saginaw	76179
43	Southlake Town Hall	1400 Main Street	Southlake	76092
44	Watauga City Hall	7105 Whitley Road	Watauga	76148
45	White Settlement ISD Administration Bldg.	401 South Cherry Lane	White Settlement	76108

Temporary Branch Early Voting Locations with Special Days and Hours

(Lista de Caseta Temporal con Días y Horas Especiales)
(Chi Nhánh Tạm Thời Địa Điểm Bầu Cử Sớm với Những Ngày và Giờ Đặc Biệt)

Tuesday – Thursday (martes – jueves) (Thứ Ba- Thứ Năm)				
April (abril) (Tháng Tư) 23 -25		8:00 a.m. – 5:00 p.m.		
A	UTA – University of Texas at Arlington Maverick Activities Center Trung Tâm Sinh Hoạt Maverick	500 W. Nedderman Drive	Arlington	76019

Application for a Ballot by Mail may be downloaded from our website:

www.tarrantcounty.com/elections

(Solicitud para una Boleta por Correo puede ser descargada de nuestro sitio web):

www.tarrantcounty.com/elections

(Có thể tải Đơn xin lá Phiếu Bầu qua Thư trên trang mạng của chúng tôi):

www.tarrantcounty.com/elections

Information by phone:

Tarrant County Elections Administration, 817-831-8683

EARLY VOTING FOR MAY 4, 2019
(VOTACION ADELANTADA PARA EL 4 DE MAYO DE 2019)
(BẦU CỬ SỚM CHO NGÀY 4 THÁNG 5, NĂM 2019)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES Y ESPECIALES CONJUNTAS)
(CUỘC TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

(Información por teléfono): (Administración de Elecciones del Condado de Tarrant 817-831-8683)
(Thông tin qua điện thoại): (Điều Hành Bầu Cử Quận Tarrant, 817-831-8683)

Applications for a Ballot by Mail must be submitted between January 1, 2019 and April 23, 2019 by mail, fax or email to:

Note: effective December 1, 2017 - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

(Las solicitudes para una Boleta por Correo deben ser sometidas entre el 1 de enero de 2019 y el 23 de Abril de 2019 por correo, fax o correo electrónico a):

Nota: efectivo el 1 de diciembre de 2017 - Si una solicitud de boleta por correo se envía por fax o por correo electrónico la solicitud original también debe ser enviada por correo y recibida por el Secretario de votación anticipada no más tarde del cuarto día hábil después de recibir la copia enviada por fax o por correo electrónico.)

(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2019 và Ngày 23 Tháng 4, Năm 2019 bằng thư, fax hoặc email đến:)

Lưu ý: có hiệu lực từ ngày 1 tháng 12 năm 2017 - Nếu Đơn Xin Lá Phiếu được gửi qua đường bưu điện được gửi bằng fax hoặc e-mail, đơn đăng ký ban đầu cũng phải được gửi đến và nhận bởi Thư Ký Bỏ Phiếu Sớm trong vòng 4 ngày làm việc kể từ ngày nhận fax hoặc bản sao e-mail.

Early Voting Clerk (Secretario De Votación Adelantada) (Thư Ký Bầu Cử Sớm)
PO Box 961011
Fort Worth TX 76161-0011

Fax: 817-831-6118

Email: votebymail@tarrantcounty.com



City of Saginaw

Meeting Date: 4/2/2019

Staff Contact: Dolph Johnson
Assistant City Manager

Agenda Items: (4)(c)

E-mail: djohnson@saginawtx.org

Phone: 817-230-0325

SUBJECT:

Action regarding Resolution No. 2019-07 - Continued Participation With the Steering Committee of Cities Served by Oncor

BACKGROUND/DISCUSSION:

Purpose of the Resolution

The City of Saginaw is a member of a 162-member city coalition known as the Steering Committee of Cities Served by Oncor. The resolution approves the assessment of an eight cent (\$0.08) per capita fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of “Be It Resolved” Paragraphs

- I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.
- II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of eight cents (\$0.08) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.
- III. This paragraph requires notification to the Chair of the Steering Committee, Paige Mims, that the City

has adopted the Resolution.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*.

FINANCIAL IMPACT:

Financial impact will be \$1,841.12 which is budgeted in the General Administrative Office Budget, Legal and Special Services and Audit - Account No. 01-6650-02

RECOMMENDATION:

Staff recommends approval of Resolution 2019-07, authorizing continued participation with the Steering Committee of Cities Served by Oncor.

ATTACHMENTS:

Description

Resolution 2019-07

Committee Members Listing

CITY OF SAGINAW, TEXAS
RESOLUTION NO. 2019-07

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF EIGHT CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

- WHEREAS, the City of Saginaw is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and
- WHEREAS, the Steering Committee has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and
- WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and
- WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and
- WHEREAS, the Executive Committee in its December 2018 meeting set a budget for 2019 that compels an assessment of eight cents (\$0.08) per capita; and
- WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Saginaw and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of eight cents (\$0.08) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the _____ day of _____, 2019, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

Todd Flippo
Mayor

ATTEST:

Janice England
City Secretary

APPROVED AS TO FORM:

Bryn Meredith
City Attorney



OCSC Membership in Texas (162 Members)

Addison	Fate	North Richland Hills
Allen	Flower Mound	Northlake
Alvarado	Forest Hill	Oak Leaf
Andrews	Forney	Oak Point
Anna	Fort Worth	Odessa
Archer City	Frisco	O'Donnell
Argyle	Frost	Ovilla
Arlington	Gainesville	Palestine
Azle	Garland	Pantego
Bedford	Glenn Heights	Paris
Bellmead	Grand Prairie	Plano
Belton	Granger	Pottsboro
Benbrook	Grapevine	Prosper
Beverly Hills	Haltom City	Ranger
Big Spring	Harker Heights	Red Oak
Breckenridge	Haslet	Rhome
Bridgeport	Heath	Richardson
Brownwood	Henrietta	Richland
Buffalo	Hewitt	Richland Hills
Burkburnett	Highland Park	River Oaks
Burleson	Honey Grove	Roanoke
Caddo Mills	Howe	Robinson
Cameron	Hudson Oaks	Rockwall
Canton	Hurst	Rosser
Carrollton	Hutto	Rowlett
Cedar Hill	Iowa Park	Sachse
Celina	Irving	Saginaw
Centerville	Jolly	Sansom Park
Cleburne	Josephine	Seagoville
Coahoma	Justin	Sherman
Colleyville	Kaufman	Snyder
Collinsville	Keene	Southlake
Colorado City	Keller	Springtown
Comanche	Kennedale	Stephenville
Commerce	Kerens	Sulphur Springs
Coppell	Killeen	Sunnyvale
Copperas Cove	Krum	Sweetwater
Corinth	Lake Worth	Temple
Cross Roads	Lakeside	Terrell
Crowley	Lamesa	The Colony
Dallas	Lancaster	Trophy Club
Dalworthington Gardens	Lewisville	Tyler
DeLeon	Lindale	University Park
De Soto	Little Elm	Venus
Denison	Little River Academy	Waco
Duncanville	Malakoff	Watauga
Early	Mansfield	Waxahachie
Eastland	McKinney	Westover Hills
Edgecliff Village	Mesquite	Westworth Village
Ennis	Midland	White Settlement
Eules	Midlothian	Wichita Falls
Everman	Murchison	Willow Park
Fairview	Murphy	Woodway
Farmers Branch	New Chapel Hill	Wylie



City of Saginaw

Meeting Date: 4/2/2019

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

Agenda Items: (4)(d)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action regarding purchase of one 2019 Ford F150 Pickup Truck for the Parks Department and one 2019 Ford F150 Pickup Truck for the Drainage Department

BACKGROUND/DISCUSSION:

The 2018-19 Parks and Drainage Departments included budgeted funds in the amount of \$20,000 each for the purchase of a new service truck. The purchase will be made through Rockdale Country Ford utilizing the HGAC/Buy Board contract.

The total amount of the purchase is \$39,110.00.

FINANCIAL IMPACT:

The total financial impact will be \$39,110.00. Funds in the amount of \$20,000 are budgeted for the replacement of the Parks Department truck (Parks Department, Account 01-7000-07-00, Capital Outlay/Special Request). Funds in the amount of \$20,000 are budgeted for the replacement of the Drainage Department truck (Drainage Utility Fund, Account 14-7000-00-00, Capital Outlay/Special Request).

RECOMMENDATION:

Staff recommends approval of the purchase of one F150 Ford Pickup Truck for the Parks Department and one F150 Ford Pickup Truck for the Drainage Department from Rockdale Country Ford in the total amount of \$39,110.00.

ATTACHMENTS:

Description

Newsom Recommendation Memo

Parks Budget Info

Drainage Budget Info

Memorandum

March 25, 2019

To: Rick Trice, DPW

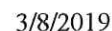
From: Randy Newsom, Operations Supt.

Subject: Recommendation To Purchase Service Truck's

In the 2018-19 Park's Department and Drainage Department budgets new service trucks were approved for each one. The budgeted amount for these two trucks was \$20,000 each.

The new truck for the Park's Department will replace unit #904 which is a 2007 F150 with over 140,000 miles. The new truck for the Drainage Department will be used by the new Drainage Tech that we added to the department. These two trucks will be purchased through Rockdale Country Ford utilizing the HGACBuy contract (\$19,555.00 each). We have \$40,000 budgeted to purchase these trucks. By going through HGAC we will save \$890.00.

I would like to recommend to Council for their consideration and approval of the purchase of the Park's and Drainage Department's trucks from Rockdale Country Ford under the HGACBuy contract in the amount of \$39,110.



39110

**CITY OF SAGINAW
BUDGET SUPPLEMENT
2018-2019**

PARKS DEPARTMENT

01-6300-07-00 UTILITIES	\$ 32,545
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Parks share of gas, electric, and water expense. Each meter has been assigned to responsible dept.

01-6500-07-00 INSURANCE-GEN LIABILITY/AUTO	\$ 2,240
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This represents the Parks share of insurance expense. We have insurance through Texas Municipal League (TML). Estimated city wide cost is \$158,100.

01-6850-07-00 TELEPHONE EXPENSES	\$ 780
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This account includes cell phones expense.

01-7000-07-00 CAPITAL OUTLAY/SPECIAL REQUEST	\$ 254,175
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City match for project Dream Play	\$178,675
site plan for city parks	\$30,500
improved electric service for holiday decorations	\$25,000
service truck replacement	\$20,000

TOTAL	\$ 553,885
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**CITY OF SAGINAW
BUDGET SUPPLEMENT
2018-2019**

DRAINAGE UTILITY FUND EXPENDITURES

14-2559-00-00	TSF TO ENT FD-REIM SAL/OPER	\$	73,955
This account will reimburse the Enterprise Fund for one-half the cost of salary and benefits of the Environmental Specialist and Environmental Assistant.			
14-2560-00-00	TSF TO ENT FD-REIM GLTD	\$	-
This account will reimburse the Enterprise Fund for a portion of the vector truck capital lease payment.			
14-2561-00-00	TSF TO GEN FD-REIM SAL/OPER	\$	122,960
This account will reimburse the General Fund for the cost of salary and benefits of two (2) Drainage Utility Maintenance Workers.			
14-9206-00-00	TSF TO CAPITAL PROJECTS FUND	\$	-
This account will transfer funds to the capital projects fund			
		\$	-
		\$	-
14-4200-00-00	UNIFORMS	\$	1,200
This account is to supply uniforms. The Department is under contract with a uniform company. They launder the uniforms and make needed repairs which keep the employees looking neat and professional.			
14-4620-00-00	SUPPLIES	\$	45,000
This account is for rental equipment, supplies, and subcontractors for drainage utility projects.			
14-4630-00-00	DISPOSAL COSTS	\$	10,000
This is needed for disposing of debris from cleaning out the inlets and drainage canals throughout the city.			
14-4900-00-00	MAINTENANCE & REPAIRS	\$	-
14-5100-00-00	BAD DEBTS	\$	-
Represents the amount owed to the City of Saginaw that is written off as uncollectible. Accounts that are more than one year past due.			
14-6150-00-00	EDUCATIONAL TRAINING/TRAVEL	\$	1,000
This is used to send two employees to annual continued education courses in Gradeall operation, Street Sweeper operation and mosquito abatement.			
14-6200-00-00	ENGINEERING FEES	\$	25,000
This represents the design cost of drainage projects as needed.			
14-6205-00-00	PERMIT FEES	\$	1,500
State mandated municipal Stormwater permit fee. (MS4 - 5 year permit)			
The permitting process is a long one. Currently operating under extension of old permit.			
This account reduced in FY16/17 by 90% to \$3,000 because of delays on the part of the state in implementing new storm water fees.			
14-7000-00-00	CAPITAL OUTLAY/SPECIAL REQUEST	\$	450,500
	Knowles temporary drainage	\$	-
	Grapler bucket attachment	\$	5,500
	Pickup Truck	\$	20,000
	Design for Phases 2 and 3 East Cement Creek drainage	\$	425,000
		\$	450,500
TOTAL			
		\$	731,115



City of Saginaw

Meeting Date: 4/2/2019

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

Agenda Items: (4)(e)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action Regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn & Associates, Inc. for Willow Creek Park Platting and Survey

BACKGROUND/DISCUSSION:

The proposed action affects two properties in Willow Creek Park near the corner of Longhorn Avenue and Knowles Street. The first property is the proposed food truck park and farmers market nearing construction. In order to effectively regulate activities in the food truck park and farmers market it is desirable to plat the property.

The second property is 1.65-acre tract at the corner of Longhorn and Knowles. In order to improve the potential for future development it is desirable to plat the property and provide a topographic survey. The plat and survey will enhance the marketability of the property by making it "permit ready". The scope also includes the preparation of two easement documents for future onsite and offsite utilities.

The total fee requested is \$16,000 and is broken down as follows:

Task Name	Budget Amount	Fee Type
Food Truck Pavilions and Parking Final Plat	\$4,000	Lump Sum
1.65 Acre Lot Topographic Survey	\$4,000	Lump Sum
1.65 Acre Lot Final Plat	\$5,000	Lump Sum
1.65 Acre Lot Topographic Survey	\$3,000	Reimbursable
Total	\$16,000	

FINANCIAL IMPACT:

The total financial impact will be \$16,000. Funds in the amount of \$16,000 are available in the Fund Balance. The bud;

will be reconciled in mid-year budget adjustments.

RECOMMENDATION:

It is recommended that the IPO with Kimley-Horn be approved in an amount not to exceed \$16,000 for the Willow Creek Park Platting and Survey.

ATTACHMENTS:

Description

Willow Creek Park Survey IPO



March 25, 2019

Mr. Rick Trice
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

RE: *Willow Creek Park Platting and Survey*

Dear Rick:

Please find attached Individual Project Order (IPO) No. Willow Creek Park Platting and Survey (reference the master agreement dated April 17, 2012).

Please contact me at (817) 339-2248 or andrew.simonsen@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

TBPE No. F-928

A handwritten signature in blue ink that reads "Andrew Simonsen".

Andrew Simonsen, P.E.
Project Manager

INDIVIDUAL PROJECT ORDER NUMBER – Willow Creek Park Platting and Survey

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

Identification of Project: Willow Creek Park Platting and Survey

Project Understanding:

This project will provide a final plat for a 1.25-acre area within the Willow Creek Park designated for the proposed food truck pavilions and parking. This project will also provide a topographic survey and final plat of the approximately 1.65-acre lot on the northwest corner of the intersection of Longhorn Road and South Knowles Drive, designated as 900 Longhorn Road by the Tarrant County Appraisal District. It is understood the Consultant will coordinate with a 3rd party engineer for improvements to be shown on the final plat.

Scope of Services:***Task 1 – Food Truck Pavilions and Parking Final Plat***

1. Final Plat - Consultant will prepare a final plat that will include the proposed lot boundary. This task assumes addressing one round of review comments on the final plat.

Deliverables:

- a. Six (6) copies of final plat.

Task 2 – 1.65 Acre Lot Topographic Survey

1. Topographic Survey – Consultant will perform a topographic survey. The survey will include the following:
 - a.) Extent of survey will extend from the 1.65 acre-lot to the road centerline of South Knowles Drive, to the road centerline of Longhorn Rd. and to the centerline of West Fork Cement Creek.
 - b.) Locate visible topographic features such as marked and existing utilities and their appurtenances, 6-inch diameter trees and larger, iron pins (if found), edge of pavement, structures and fences.
 - c.) Establish two (2) new monuments at a location to be determined by the Client.

Deliverables:

- a. Electronic copy of topographic survey.

Task 3 – 1.65 Acre Lot Final Plat

1. Final Plat - Consultant will prepare a final plat that will include the proposed lot boundary. This task assumes addressing one round of review comments on the final plat.

Deliverables:

- b. Six (6) copies of final plat.

Task 4 – 1.65 Acre Lot Separate Instrument Easement Exhibits

1. Separate Instrument Easement Exhibits – Consultant will prepare two (2) easement exhibits and metes & bound descriptions for separate instrument easements as required for off-site and on-site utilities.

Deliverables:

- a. Six (6) copies of separate instrument easement exhibits.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional services include, but are not limited to, the following:

- Professional Services Related to Easement Acquisition
- Additional Separate Instrument Easement Exhibits
- Franchise Utility Coordination and/or Design beyond those specifically included in the Scope of Services referenced above.
- Subsurface Utility Engineering (SUE)
- Preparation of Title Policies and Assisting in Condemnation Services during property acquisition.
- Attendance at Public Meetings beyond those specifically included in the Scope of Services referenced above.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Construction Staking.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client.
- Any additional changes to the Contract Documents necessary to break the project into phases.
- Providing resident project representation services (RPR), on-site inspection, during the construction phase of the project.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
- Establish new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- Any services not listed in the Scope of Services.

Schedule

Consultant will begin services upon receipt of Notice to Proceed.

Fee and Expenses

Task Name	Budget Amount	Fee Type
Task 1 – Food Truck Pavilions and Parking Final Plat	\$ 4,000	(Lump Sum)
Task 2 – 1.65 Acre Lot Topographic Survey	\$ 4,000	(Lump Sum)
Task 3 – 1.65 Acre Lot Final Plat	\$ 5,000	(Lump Sum)
Task 4 – 1.65 Acre Lot Separate Instrument Easement Exhibits	\$ 3,000	(Reimbursable)
Subtotal	\$16,000	(Estimated)

Consultant will perform the services in Tasks 1 through 3 for the total lump sum fee of \$13,000. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Consultant will perform the Services in Task 4 and additional services on a labor fee plus expense basis. Consultant recommends the Client budget \$3,000 for this task based on the estimated construction period.

Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

CITY OF SAGINAW, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Gabe Reaume
City Manager

BY: 
Jeff James
Senior Vice President

DATE: _____

DATE: 3/25/19



City of Saginaw

Meeting Date: 4/2/2019

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

Agenda Items: (4)(f)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action Regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn & Associates, Inc. for the 2019 Inflow & Infiltration Sewer Repairs

BACKGROUND/DISCUSSION:

The 2018-19 Budget included funds for Inflow and Infiltration (I&I) Sewer Repairs in the Little Fossil Creek Basin. These repairs were identified in previous I&I studies in the basin. The construction will include manhole rehabilitation, sanitary sewer point repairs and pipe bursting.

The total lump sum fee is \$30,000 and is broken down as follows:

Task Name	Budget Amount	Fee Type
Task 1 - Preliminary Design	\$11,500	Lump Sum
Task 2 - Final Design	\$10,000	Lump Sum
Task 3 - Bidding	\$3,500	Lump Sum
Task 4 - Construction Cost Administration	\$5,000	Reimbursable
Total (Estimated)	\$30,000	

FINANCIAL IMPACT:

The total financial impact will be \$30,000. Funds in the amount of \$250,000, for design and construction, are budgeted for the I&I Sewer Repairs (Enterprise Fund Water and Wastewater, Account 05-7024-55-00, EF Capital Projects).

RECOMMENDATION:

It is recommended that the IPO with Kimley-Horn be approved in an amount not to exceed \$30,000 for the I&I Sewer Repairs.

ATTACHMENTS:

Description

I&I Repairs IPO

Budget Information



February 5, 2019

Mr. Rick Trice
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

RE: 2019 I&I Sewer Repairs

Dear Rick:

Please find attached the Individual Project Order (IPO) No. 2019 I&I Sewer Repairs (reference the master agreement dated April 17, 2012).

Please contact me at (817) 339-2248 or andrew.simonsen@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

TBPE No. F-928

A handwritten signature in blue ink that reads "Andrew Simonsen". The signature is fluid and cursive, with the first name "Andrew" and last name "Simonsen" clearly legible.

Andrew Simonsen, P.E.
Project Manager

INDIVIDUAL PROJECT ORDER NUMBER – 2019 I&I Sewer Repairs

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

Identification of Project: 2019 I&I Sewer Repairs

Project Understanding:

This project is identified in the 2018-2019 Wastewater CIP. The Client desires to make improvements to the sewer system in the Little Cement Creek sewer basin. Sewer system deficiencies were identified during inflow and infiltration studies in 2016 and 2017. Proposed projects have been identified on the attached exhibit.

Specific Scope of Basic Services:***Task 1 – Preliminary Design***

Once the proposed project locations have been approved by City Staff, Consultant will proceed with the preliminary design and preliminary plans and specifications.

- Design Survey – Consultant will perform a design survey. The survey will include the following:
 - Width of easement or R.O.W. not to exceed 60 feet. Extents will be from R.O.W. to R.O.W. along Blue Bonnet St. from W. Franklin Ave. to W. Southern Ave.
 - Locate visible topographic features such as marked existing utilities and their appurtenances, 6-inch diameter trees and larger, iron pins (if found), edge of pavement, fences.
 - Establish control points.
- Preparation of 60% Preliminary Plans – Consultant will prepare preliminary plans for the sewer improvements. Plans will consist of plan view with stationing and limited noting. These plans will be prepared on 22"x34" sheets. Six (6) plan sheets are anticipated to be prepared for the sewer improvements.
- Opinion of Probable Construction Cost – Consultant will update the concept level OPCC. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Review Meeting – Consultant will facilitate a review meeting with City Staff to present the sewer improvements.

Meetings:

- a. One (1) review meeting with City Staff.

Deliverables:

- a. Six (6) copies of preliminary plans.
- b. Six (6) copies of the preliminary OPCC.

Services/Deliverables provided by the Client:

- a. Attend review meeting.
- b. Review and comment on preliminary plans and specifications.
- c. Provide a vacuum truck for potholing of existing utilities, if necessary.

Task 2 – Final Design

Once the preliminary design has been approved by City Staff, Consultant will proceed with 100% Final Design. Consultant will provide the following professional services under this task:

- Civil Plans – Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22"x34" plan and profile sheets. The Consultant anticipates preparing approximately eight (8) plan sheets. The Consultant will provide the following information on the plan sheets:
 - Civil Sheets
 - Cover
 - Plan view
 - Details
 - General Notes
- Contract Documents - Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the NCTCOG *Standard Specifications for Public Works Construction* and the Client's requirements for Public Works Construction will govern all other specifications.
- Opinion of Probable Construction Cost – Consultant will prepare final opinions of probable construction cost. Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only Consultant's judgment as a design professional familiar with the construction industry. Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Meetings:

- a. One (1) meeting with City Staff to review 100% Design.

Deliverables:

- a. Six (6) copies of 100% final plans, specifications, Contract Documents and final OPCC.

Services/Deliverables provided by the Client:

- a. Attend review meeting.
- b. Approve 100% submittal.

Task 3 – Bidding

Consultant will provide the following professional services under this task:

1. Final Contract Documents – Consultant will prepare and issue the project for advertisement utilizing the CivCast website. Consultant will print and issue sets of plans and specifications as requested by contractors or plan houses. A non-refundable deposit will be required of contractors or plan houses for plans and specifications.
2. Notice to Bidders – Consultant will prepare a notice to bidders. The Client will be responsible for submitting the Notice to newspapers for advertisement. Advertising will be billed directly to the Client by the newspaper.
3. Addenda – Consultant will answer contractor questions during the bid process. Consultant will issue addenda as required.
4. Bid Opening – Consultant will attend the bid opening, prepare a tabulation of bids, and prepare a letter summarizing the bids to the Client for award of contract.
5. Execution – Consultant will prepare five (5) sets of the Contract Documents for execution by the contractor, receive and review such documents for completeness, and forward to the Client for review and execution.

Meetings:

- a. Bid Opening – as described above.

Deliverables:

- a. Final Contract Documents – as described above.
- b. Notice to Bidders – as described above.
- c. Addenda – as described above.
- d. Tabulation of Bids – as described above.
- e. Letter Summarizing Bids – as described above.
- f. Contract Documents for Execution – as described above.

Services/Deliverables provided by the Client:

- a. Award of Contract to Contractor.
- b. Review and Execute Contract Documents.

Task 4 – Construction Contract Administration

Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is three (3) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

- **Pre-Construction Conference** – The Consultant will conduct a pre-construction conference prior to commencement of work at the site.
- **Visits to Site and Construction Observation** – The Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
- **The purpose of Consultant's site visits** will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- **Recommendations with Respect to Defective Work** – The Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- **Clarifications and Interpretations** – The Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- **Change Orders** – The Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- **Shop Drawings and Samples** – The Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- Substitutes and "or-equal" – The Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- Inspections and Tests – The Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- Disagreements between Client and Contractor – The Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- Substantial Completion – The Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- Final Notice of Acceptability of the Work – The Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also

provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

- Limitation of Responsibilities – The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client. Consultant will provide the following deliverables:
 - One (1) set of reproducible (22" x 34") Record Drawings.
 - One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

Deliverables:

- Shop Drawing Reviews – as described above
- Contractor's Estimates – as described above
- Record Drawings – as described above

Services/Deliverables provided by the Client:

- Resident project representative and inspection.
- Provide input on progress of work.
- Payment of the Contractor.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional services include, but are not limited to, the following:

- Professional Services Related to Easement Acquisition
- Separate Instrument Easement Exhibits beyond those specifically included in the Scope of Services referenced above.
- Franchise Utility Coordination and/or Design beyond those specifically included in the Scope of Services referenced above.
- Subsurface Utility Engineering (SUE)
- Preparation of Title Policies and Assisting in Condemnation Services during property acquisition.
- Attendance at Public Meetings beyond those specifically included in the Scope of Services referenced above.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Construction Staking.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client.
- Any additional changes to the Contract Documents necessary to break the project into phases.
- Providing resident project representation services (RPR), on-site inspection, during the construction phase of the project.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
- Establish new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- Any services not listed in the Scope of Services.

Schedule

Consultant will begin services upon receipt of Notice to Proceed.

Fee and Expenses

<u>Task Name</u>	<u>Budget Amount</u>	<u>Fee Type</u>
Task 1 – Preliminary Design	\$ 11,500	(Lump Sum)
Task 2 – Final Design	\$ 10,000	(Lump Sum)
Task 3 – Bidding	\$ 3,500	(Lump Sum)
Task 4 – Construction Contract Administration	\$ 5,000	(Reimbursable)
Subtotal	\$30,000	(Estimated)

Consultant will perform the services in Tasks 1 through 3 for the total lump sum fee of \$25,000. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Consultant will perform the Services in Task 4 and additional services on a labor fee plus expense basis. Consultant recommends the Client budget \$5,000 for this task based on the estimated construction period.


Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

CITY OF SAGINAW, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Gabe Reaume
City Manager

BY:  _____
Jeff James
Senior Vice President

DATE: _____

DATE: 2/6/19 _____

CITY OF SAGINAW BUDGET SUPPLEMENT 2018-2019

WATER & WASTEWATER

05-6826-50-00 WATER TESTING \$ 32,500

This account includes all lab fees and any other costs incurred for water samples such as monthly bacteriological sampling and annual water testing required by TCEQ. We are now required to do nitrate and nitrite water sampling and record the results. In addition beginning in March 2018 the next phase of non-regulated contaminant sampling called UCMR 4 will begin. We contract with an EPA certified lab to do this sampling. The results are sent to the EPA and are required to be posted in our CCR.

05-6850-50-00 TELEPHONE EXPENSES \$ -

W/WW share of telephone expense. This account includes cell phones and dept share of city wide phone system.

05-7000-50-00 CAPITAL OUTLAY/SPECIAL REQUEST \$ 151,075

F250 Service Truck	\$ 40,000
Flat File Cabinets	\$ 5,000
50% funding for APWA accreditation	\$ 6,850
UB telephone payment system	\$ 9,500
50% electronic time keeper	\$ 5,000
50% CivicPlus mobile app	\$ 3,725
Vermeer Vac Trailer	\$ 56,000
Portable Office Building	\$ 25,000
	\$ 151,075

05-XXXX-55-00 EF CAPITAL PROJECTS \$ 2,024,000

(impact fees \$) design for Sag Blvd 16" PH2	\$ 155,000
Fairmont 12" sewer rehab PH1	\$ 650,000
I&I Study Phase 2	\$ 95,000
05-7024-55-00 I&I projects	\$ 250,000
FM 156 Utility Relocation	\$ 874,000
fund balance	\$ 1,691,875
developer cont.	\$ -
current revenues	\$ 177,125
impact fees	\$ 155,000
	\$ 2,024,000

\$ 10,681,970



City of Saginaw

Meeting Date: 4/2/2019

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

Agenda Items: (4)(g)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action Regarding Adoption of Ordinance No. 2019-06 amending Ordinance No. 2014-10, by adopting a revised Water Management Plan and revised Drought Contingency and Emergency Water Management Plan of the City

BACKGROUND/DISCUSSION:

The proposed ordinance formally adopts a Drought Contingency and Emergency Water Management Plan as required by the Texas Commission on Environmental Quality. The Plan provides guidance on educating the public on the Plan, responsibility of the city and action steps to be taken during drought levels of different intensity.

Formal adoption of the plan is required by TCEQ every five years. The proposed plans were prepared by Kimley-Horn & Associates, Inc. and meet the requirements of TCEQ.

FINANCIAL IMPACT:

This action has no Financial Impact.

RECOMMENDATION:

Staff recommends that the ordinance be adopted as submitted.

ATTACHMENTS:

Description

Proposed Ordinance No. 2019-06

Exhibit A

Exhibit B

ORDINANCE 2019-06

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING ORDINANCE NO. 2014-10, ADOPTING AN UPDATED WATER CONSERVATION PLAN AND A DROUGHT CONTINGENCY AND EMERGENCY WATER MANAGEMENT PLAN TO PROMOTE RESPONSIBLE USE OF WATER; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Saginaw has previously adopted Ordinance No. 2014-10, which adopted an updated water conservation plan and a drought contingency and emergency water management plan (collectively the “Plans”), and amended Chapter 98 of the Saginaw City Code by providing for year round watering and irrigation restrictions as well as a mechanism for variances thereto; and

WHEREAS, 30 Tex. Admin. Code §288.30 requires that the Plans be updated every five years; and

WHEREAS, the City Council now desires to amend Ordinance No. 2014-10 by updating Exhibits “A” and “B” thereto, the Water Conservation Plan and the Drought Contingency and Emergency Water Management Plan of the City of Saginaw, respectively; and

WHEREAS, the City of Saginaw has prepared an updated Water Conservation Plan and Drought Contingency and Emergency Water Management Plan for retail water customers.

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

SECTION 1

That Ordinance No. 2014-10 of the City of Saginaw, a copy of which is on file with the office of the City Secretary, is hereby amended by replacing Exhibits “A” and “B” thereto with a new Exhibit “A,” the Water Conservation Plan of the City of Saginaw, Texas, (attached as Exhibit “A” to this Ordinance for all purposes,) and a new Exhibit “B” the Drought Contingency and Emergency Water Management Plan of the City of Saginaw, Texas, (attached as Exhibit “B” to this Ordinance for all purposes).

SECTION 2.

The City Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

SECTION 3. CUMULATIVE PROVISIONS

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

SECTION 4. SEVERABILITY CLAUSE

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. PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. SAVINGS CLAUSE

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 irrigation and water usage 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 7.
PUBLICATION**

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.
EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON this the _____ day of _____, 2019.

TODD FLIPPO, MAYOR

ATTEST:

JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

BRYN MEREDITH, CITY ATTORNEY

EXHIBIT “A,”
Water Conservation Plan of the City of Saginaw, Texas

EXHIBIT “B”

Drought Contingency and Emergency Water Management Plan of the City of Saginaw, Texas

City of Saginaw

Water Conservation Plan



City of Saginaw

Prepared by:

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City of Saginaw

Kimley»Horn

Adopted: November 1, 2018

Effective: November 15, 2018

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APPENDICES

APPENDIX A Ordinance Adopting the Plan

APPENDIX B Letters to Region C Water Planning Group, Tarrant
Regional Water District, City of Fort Worth, and the Texas
Commission on Environmental Quality

I. Introduction

The City of Saginaw developed the following Water Conservation Plan (Plan) to provide a framework for future efforts to conserve existing water resources and avoid wasting water in current water use practices. The Plan outlines procedures to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use and fire protection, and to protect and preserve public health, welfare, and safety. Further, the goal of the Plan is to minimize adverse impacts of water supply shortage or other water supply emergency conditions.

The Plan outlines water conservation procedures currently used by the City of Saginaw water system. The Plan also identifies practices that may reduce water usage in the future.

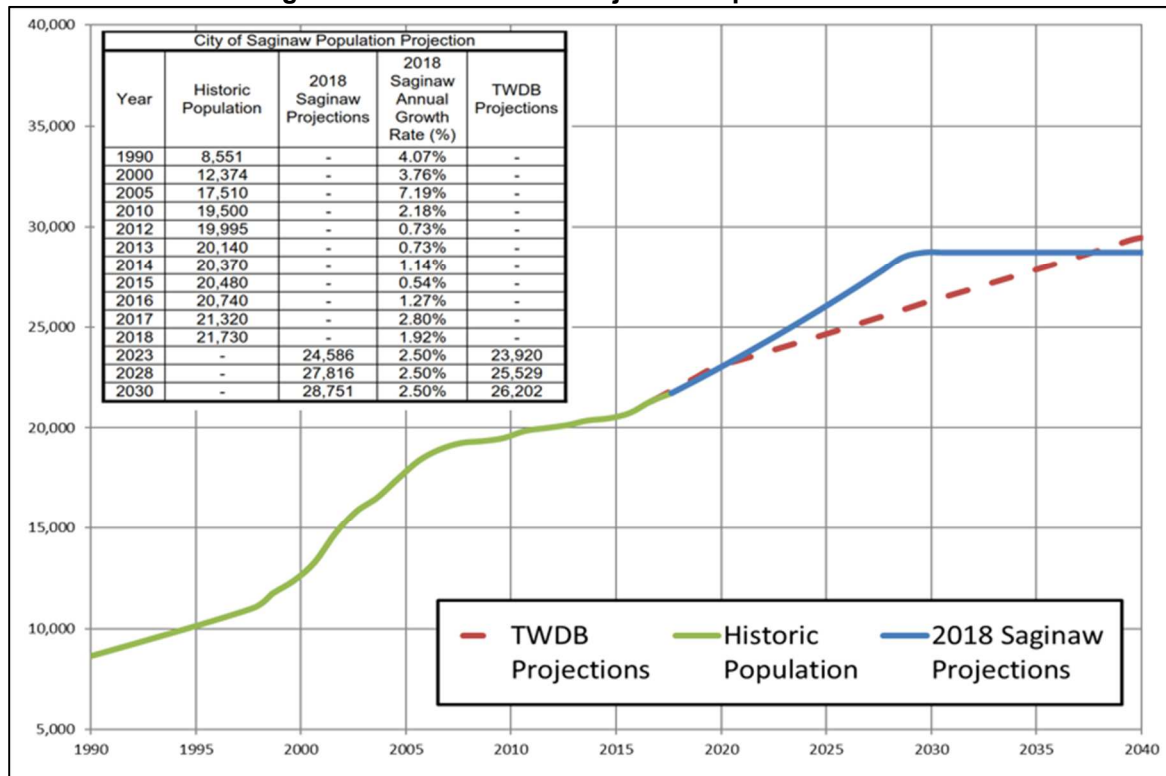
II. Utility Profile

This Utility Profile section provides information related to section 288.2(1)(A) of Chapter 288 of Title 30 of the Texas Administrative Code (TAC) including current population and customer data, water use data, and information about the water supply system and wastewater collection and treatment system.

A. Population and Customer Data

The current population (2018) of the City of Saginaw is 21,730. The service area is approximately 7.6 square miles and is coterminous with the City limits. **Figure 1** shows the historic and projected population trend line for the City of Saginaw.

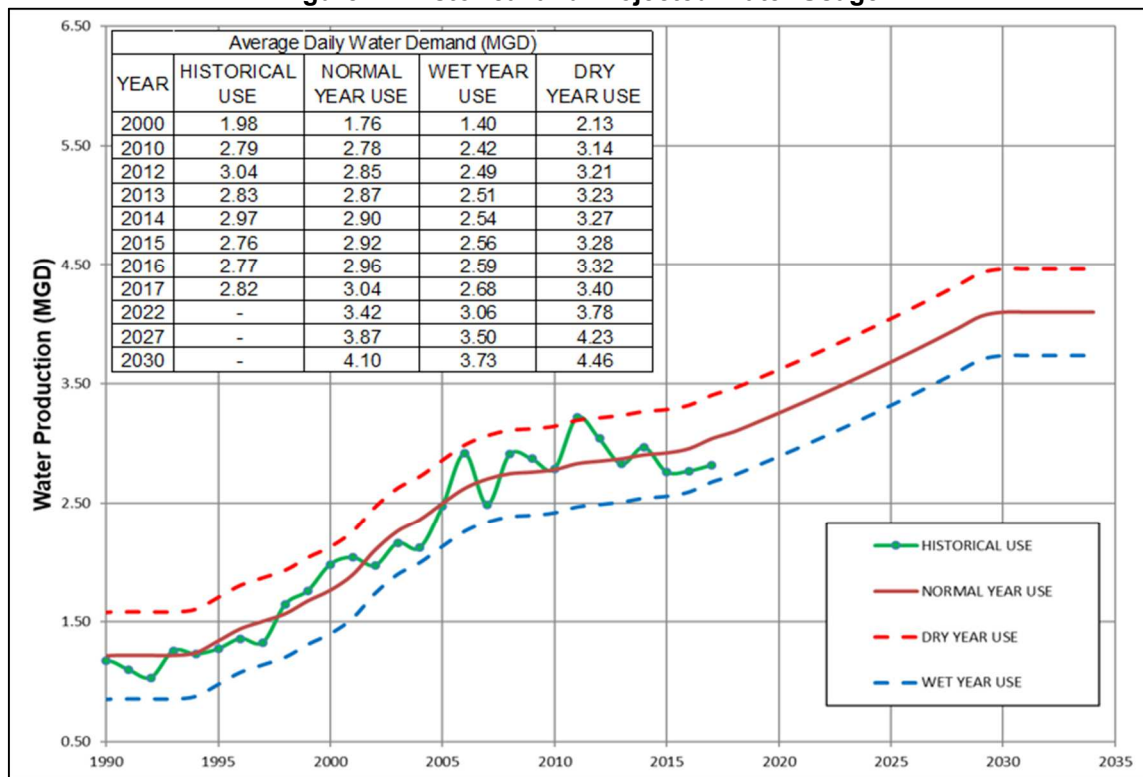
Figure 1 - Historical and Projected Population Trend



The historic population data is based on City data, while the projected population data is based upon the City's historic growth rates.

The City of Saginaw used an average of 137.4 gallons per capita per day over the past five fiscal years (2013-2017). 2017 represents water usage during fiscal year 2017, from October 2017 to October 2018. **Figure 2** shows the City of Saginaw's historic and projected water usage.

Figure 2 - Historical and Projected Water Usage



The water system serves 7,528 metered residential connections and 475 metered commercial/ industrial connections. All known connections within the water system are metered.

B. Water Supply System Data

The City of Saginaw receives treated water from the neighboring City of Fort Worth, Texas through a single delivery point at Longhorn Pump Station. The delivery point from Fort Worth is rated up to 5,500 GPM. Longhorn pump station has a pumping capacity of 6,800 GPM. There are two emergency interconnects (Twin Mills and Highland Station) with the City of Fort Worth. If an emergency occurs, Saginaw can lose its pumping and/or storage capabilities and still be supplied via the emergency interconnects.

C. Wastewater System Data

The City of Saginaw currently contracts with the City of Fort Worth for wastewater treatment. The City of Saginaw discharges to the City of Fort Worth wastewater system at four metered locations (North, East, Southeast, and Southwest.)

III. Conservation Goals

This Conservation Goals section provides information related to 30 TAC § 288.2(1)(C) including municipal water use goals, basis for the goals, and time frame for achieving the goals.

A. Municipal Per Capita Water Use Goals

The municipal per capita water use goals for the City of Saginaw include the following:

- 1% reduction in water use (per capita per day per year-pcpd/year) in five years

Therefore, at this rate at the end of fiscal year 2018, the average daily consumption of water including the 1% reduction will be 136.0 gallons per capita per day, and in 2022, the average daily consumption of water will be 130.7 gallons per capita per day.

B. Basis for Goals

The City of Saginaw water use goals were set forth to achieve significant conservation savings without burdening the customer with extra costs while still generating enough water savings to extend the life of the existing water source supply. The City of Saginaw used an average of 137.4 gallons per capita per day over the past five fiscal years (2013-2017) and by comparison used 151.3 gallons per capita over the previous five fiscal years (2008-2012). After reviewing historic and projected water use data, the City of Saginaw believes the reduction of per capita water use can continue to be decreased and that the water use goals set forth can be achieved without significantly impacting the City of Saginaw customers.

The City of Saginaw projects a significant population increase over the next ten years. Based on the typical growth patterns and projected increase in industrial uses, the City of Saginaw anticipates the water usage per year would increase as the population grows. Although the base water usage per year is expected to increase, the City of Saginaw will attempt to implement the water conservation

practices described within this Plan to reduce the per capita per day water usage and achieve the water conservation goals. The City of Saginaw feels the conservation goals set forth are reasonable with all factors considered. However, attaining the goals will require cooperation from the population served by the system.

C. Time Frame for Achieving Goals

The water use goals were determined by evaluating the population and water usage projections until the year 2030. It is anticipated the 1% reduction in water use (per capita per day per year) will be during the next ten years.

The conservation goals will only be reached if the City of Saginaw water users participate in the conservation efforts. The City of Saginaw will attempt to notify water users of the conservation goals and the proposed conservation plan so the goals can be achieved.

IV. Water Savings Targets

This Water Savings Targets section provides information related to 30 TAC § 288.2(1)(C) and 288.2(3) including quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use, in gallons per capita per day. Note that the goals established by a public water supplier under this subparagraph are not enforceable by the TCEQ.

In order to achieve the water conservation goals mentioned in Section III, the City of Saginaw has identified specific management and usage areas to target within the next five and ten years. These water saving target areas are divided into two categories: (1) Existing Water Conservation Efforts and (2) Future Water Conservation Efforts.

A. Existing Water Conservation Efforts

The City of Saginaw currently has several water conservation programs in place. A few of these programs include:

- Leak Detection Program
- Meter Replacement Program
- Record Management System
- Annual Water System Audit

Leak Detection Program: The City of Saginaw's Water Department is available to address water line breaks 24-hours a day. Trained personnel are dispatched to investigate reports of water line breaks within the distribution system and direct the corrective measures required. Immediate steps are taken to address waterline breaks or service leaks upon the staff's discovery.

Meter Replacement Program: The City of Saginaw Water Department bench tested 5% of the existing water meters in the system that were 10 years or older. The test results showed that all meters tested were 96.5% accuracy or better. The City of Saginaw will continue to test, identify, replace, and repair residential, commercial, and industrial metering devices annually. Replacing broken or inaccurate meters helps account for water usage and helps the water system operate more effectively.

Record Management System: The City of Saginaw Water and Billing Department maintains meter reading, meter count, and meter repair and replacement data. These records are updated as the City staff gathers the data and reports the information to the Public Works and Billing Department. Customer meters are qualified as either residential or commercial meters in the record management system.

Annual Water System Audit: Information gathered by the Water Department and reported to the Utility Billing Department is evaluated annually to identify potential water loss areas, as well as water loss quantities. The City of Saginaw will use the information gathered from the water audit to revise meter testing and repair procedures, reduce unauthorized water use, improve accounting for authorized but unbilled water and implement effective water loss management strategies.

B. Future Water Conservation Efforts

In cooperation with the Texas Water Development Board's Best Management Practice (BMP) recommendations, the City of Saginaw plans to implement a BMP over the next ten years known as the Showerhead, Aerator, and Toilet Flapper Retrofit BMP.

- Showerhead, Aerator, and Toilet Flapper Retrofit: The City of Saginaw plans to implement this program by first identifying how many single-family and multi-family housing units were built before 1995. The City of Saginaw will then determine the appropriate approach for implementing the retrofit program whether it is by ordinance, enforcement of the plumbing code, or increase in

consumer awareness of the benefits of low-flow plumbing components. The goal of this BMP is to encourage the retrofit of specific plumbing components (showerheads, kitchen and bathroom aerators, and toilet flappers) to include high-quality low-flow devices and to require new installations to include these devices.

- Water Conservation Pricing BMP: Water Conservation Pricing is the use of rate structures that discourage the inefficient use or waste of water. Conservation pricing structures include increasing unit prices with increased consumption such as inverted block rates, base rates and excess use rates such as water budget rates, and seasonal rates. Seasonal rate structures may include additional charges for upper block (outdoor) usage or excess-use surcharges for commercial customers to reduce demand during summer months. The City of Saginaw staff plans to explore implementing this BMP by checking the current flat rate structure, the current water use trends and exploring the feasibility of changing to a conservation oriented structure. Any alteration to current rate structures will require approval and involvement of the City Council.

V. Metering Devices

This Metering Devices section provides information related to 30 TAC § 288.2(1)(D) including a description of the devices and their accuracy.

A. Existing Devices

Water metering devices are essential to ensuring that the City of Saginaw accurately measures the production and usage of the water within the water system. The City of Saginaw has a 10-inch wholesale water meter located at the City of Fort Worth delivery point.

B. Accuracy

The City of Saginaw Water Department bench tested 5% of the existing water meters in the system that were 10 years or older. The test results showed that all meters tested were 96.5% accuracy or better. The City of Saginaw will continue to test, identify, replace, and repair residential, commercial, and industrial metering devices annually. The City of Fort Worth is responsible for ensuring the wholesale water meter is tested and are calibrated to within 5% of the actual flow every year at a minimum.

VI. Universal Metering Program

This Universal Metering Program section provides information related to 30 TAC § 288.2(1)(E) including both customer and public uses of water, meter testing and repair, periodic meter replacement. The City of Saginaw has programs for universal metering, meter testing, meter repair, and periodic meter replacement in place. The programs follow American Water Works Association (AWWA) standards.

A. Customer and Public Uses of Water

The City of Saginaw requires all new and existing residential, commercial, and industrial customers to install individually approved meters through the City of Saginaw's Water Department. **Table 1** lists the number of meters currently in the City of Saginaw water system by meter size in inches.

Table 1 - Size and Number of Meters

Residential Meters		Commercial Meters	
Meter Size	Number of Meters	Meter Size	Number of Meters
3/4"	7,516	3/4"	182
1"	8	1"	129
2"	4	1 1/2"	12
Total	7,528	2"	128
		3"	14
		4"	8
		6"	2
		Total	475
		TOTAL METERS = 8,003	

Construction contractors utilize temporary meters to obtain bulk water from the water system. A contractor performing work places a deposit with City of Saginaw's Water officials, indicates the location of temporary fire hydrant supply connection needs, and receives a standard fire hydrant meter assembly. Upon return of the

assigned meter, the contractor compensates the City of Saginaw for all water used for construction purposes.

B. Meter Testing and Repair

The City of Saginaw Water Department bench tested 5% of the existing water meters in the system that were 10 years or older. The test results showed that all meters tested were 96.5% accuracy or better. The City of Saginaw will continue to test, identify, replace, and repair residential, commercial, and industrial metering devices annually. Testing procedures are in accordance with AWWA M6.

VII. Unaccounted-For Water Use

This Unaccounted-For Water Use section provides information related to 30 TAC § 288.2(1)(F); 288.2(2)(A),(B) including procedures for periodic visual inspections along distribution lines; annual audits of the water system to determine illegal connections; and abandoned services.

The City of Saginaw continuously evaluates existing infrastructure and management practices to ensure the City of Saginaw accounts for as much water use as possible. Two areas for unaccounted water use include routine flushing of the hydrants and lines by the fire department and unexpected water line breaks and leaks.

To better account of the unaccounted for water use, the City of Saginaw will focus on two key areas: periodic visual inspections of water infrastructure and annual audits.

A. Periodic Visual Inspections of Water Infrastructure

The City of Saginaw's Public Works Department will continue to visually inspect the ground surface above underground distribution lines for potential indications of leaks in the pipe lines. Residents are often relied upon to notify City staff of potential water line leaks and main breaks. Once the City staff is notified of potential water leaks, the staff will repair the leak as quickly as possible.

B. Annual Audit

The purpose of annual or monthly water audits is to ensure the water system accounts for as much water as possible. As part of the City of Saginaw's annual water audit, staff takes monthly meter readings from all residential, commercial, and industrial customers. These reports are electronically stored for monthly billings and meter counts. The City of Saginaw maintains these readings for at least one

year and performs a water audit at the end of that year. Water audit procedures are performed in accordance with the recommendation for conducting a water system audit in AWWA M36. The audit identifies potential areas of unaccounted for water use and the City of Saginaw, in turn, evaluates steps that may need to be taken to account for this type of usage.

VIII. Public Education Program

This Public Education Program section provides information related to 30 TAC § 288.2(1)(G). The City of Saginaw will periodically provide the public with information about water conservation and the water conservation target areas.

The City of Saginaw will provide public education concerning the provisions of the water conservation to include, but not limited to, the following:

- City web Page, flyers, cable TV, scheduled public meetings, and visitations to civic organizations, TV, radio, newspaper, and signage.
- Water Bill Inserts
- Periodic status reports to the City Council on drought response programs, water emergencies and their results.

IX. Water Rate Structure

This Water Rate Structure section provides information related to 30 TAC § 288.2(1)(H).

The City of Saginaw has three different categories of water rates-(1) Residential, (2) Multi-Family and (3) Commercial/ Industrial. Water users are charged a “Basic Monthly Charge” and then a usage rate based on the quantity of water used. **Table 2** provides a summary of the City of Saginaw rate structure for residential, multi-family, and commercial/industrial water use.

All three water rate structures are considered fixed fee or flat rate water structures. These cost-based structures discourage excessive use of water due to the customer paying for each unit of water used. The City will continue to study the potential use of a progressive rate structure by considering the benefits of a progressive rate structure against the demands of extra accounting and overhead.

Table 2 – Water Rate Structure (per Ordinance No. 2017-12 September 19, 2017)

Residential Water Rates	Basic Monthly Charge	\$15.38 per Customer
	Rate for volumes between 2,000 and 10,000 gallons	\$4.77 per 1,000 gallons
	Rate for volumes in excess of 10,000 gallons	\$5.07 per 1,000 gallons
Multi-Family Water Rates	Basic Monthly Charge	\$15.38 per Customer
	Rate for volumes between 2,000 and 8,000 gallons per dwelling unit	\$5.07 per 1,000 gallons
	Rate for volumes in excess of 8,000 gallons per dwelling unit	\$6.13 per 1,000 gallons
Commercial/ Industrial Water Rates	Basic Monthly Charge	\$15.38 per Customer
	Rate for volumes between 2,000 and 10,000 gallons	\$5.07 per 1,000 gallons
	Rate for volumes in excess of 10,000 gallons	\$6.13 per 1,000 gallons

X. Means of Implementation and Enforcement

This Means of Implementation and Enforcement section provides information related to 30 TAC § 288.2(1)(J).

The Water Conservation Plan was presented to the City Council during a regular council meeting and was adopted via ordinance. Enforcement procedures and penalties are provided by ordinance.

A. Authority and Enforcement

No person shall knowingly or intentionally allow the use of water from the City of Saginaw for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan. Illegal water tapping and services will not be tolerated. Upon discovery of the illegal activity, the City Manager has the authority to file criminal charges against the assailant, in

addition to any enforcement procedures and penalties that are provided by ordinance.

XI. Regional Water Planning Groups Coordination

This Coordination section provides information related to 30 TAC § 288.2(1)(K).

The City of Saginaw system is regulated by Region 6 of the U.S. Environmental Protection Agency (EPA) and Region 4 of the Texas Commission on Environmental Quality (TCEQ). The City strives to coordinate water conservation efforts with these regulatory authorities as well as the Texas Water Development Board (TWDB) and the City of Fort Worth. A copy of this water conservation plan has been provided to the regional water planning group for review.

A. Texas Water Development Board

In November 2013, the Texas Water Development Board published “Best Management Practices for Municipal Water Users.” The document provides guidance on implementing Best Management Practices (BMPs) for municipal water users in order to conserve water. The City of Saginaw will implement one of these recommended BMPs (Showerhead, Aerator, and Toilet Flapper Retrofit) over the next ten years in order to improve both the City’s and customer’s water use efficiency and thus, ultimately conserving water usage. The City of Saginaw will continue to evaluate other BMPs for the potential of incorporating them into the water system procedures and policies.

Appendix A

Ordinance Adopting the Plan

Appendix B

Letters to:

Region C Water Planning Group

Tarrant Regional Water District

City of Fort Worth

Texas Commission on Environmental Quality

City of Saginaw

Drought Contingency & Emergency Water Management Plan

For Retail Water Customers



City of Saginaw

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City of Saginaw

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APPENDICES

APPENDIX A Ordinance Adopting the Plan

APPENDIX B Letters to Region C Water Planning Group, Tarrant Regional Water District, City of Fort Worth, and the Texas Commission on Environmental Quality

1. INTRODUCTION AND OBJECTIVES

The purpose of this Drought Contingency and Emergency Water Management Plan (subsequently referred to as the Plan) is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

TCEQ rule Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.1 (4) defines a drought contingency plan as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”

TCEQ rules governing development of and minimum requirements for drought contingency plans for municipal water suppliers and wholesale water suppliers are contained in Texas Administrative Code Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 and Rule 288.22, respectively.

3. WATER SYSTEM PROFILE

The City of Saginaw receives treated water from the neighboring City of Fort Worth, Texas through a single delivery point at Longhorn Pump Station. The delivery point from Fort Worth is rated up to 5,500 GPM. Longhorn pump station has a pumping capacity of 6,800 GPM. There are two emergency interconnects (Twin Mills and Highland Station) with the City of Fort Worth. If an emergency occurs, Saginaw can lose its pumping and/or storage capabilities and still be supplied via the emergency interconnects.

The system capacity baseline for triggers is the reliable delivery capacity of 9.8 million gallons per day (MGD). This trigger number will be evaluated each year to take into consideration improvements that may have been added to the system.

The water supply triggers defined in Section 4.4 were provided to Saginaw by its water supplier, City of Fort Worth. The City of Fort Worth was provided its water supply triggers from its supplier, Tarrant Regional Water District. TRWD selected its triggers after hiring an outside consultant to evaluate where the triggers levels should be for the drought plan to achieve meaningful water savings.

4. DROUGHT CONTINGENCY/EMERGENCY WATER MANAGEMENT PLAN

4.1 Public Involvement

The public had several opportunities to provide input into the plan.

- A public meeting soliciting comments was held on April 2, 2019. The meeting was advertised on the city Web site, and through news releases.
- The draft plan was posted on the City of Saginaw website (www.ci.saginaw.tx.us) prior to City Council adoption.
- Copies were available to anyone upon request.

4.2 Public Education

Saginaw will inform and educate the public about the Drought Contingency / Emergency Water Management Plan by the following means:

- Preparing fact sheets describing the plan and making these available online and at various city sites, and at events where the water department may have a booth.
- Posting a copy of the Plan on the city's Web site.
- Notifying local organizations, schools, and civic groups that staff are available to make presentations on the plan.

At any time that the Drought Contingency/Emergency Water Management Plan is activated or the stage changes, customers will be notified through local media of the issues, the current response stage, and the specific actions required of the public. The information will also be publicized on the city's Web site. Bill inserts will also be used as appropriate.

4.3 Initiation & Termination of Drought & Emergency Response Stages

The provisions of this Plan shall apply to all persons, customers, and property utilizing potable water provided by the City of Saginaw. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities. The Plan does not apply to locations using treated wastewater effluent, private wells or possessing their own water rights in the Trinity River; however, any pond, impoundment, body of water, or other water source that is supplemented, or has the ability to supplement supply, with potable water shall adhere to the provisions of this plan.

The Plan may be applied to the entire city or geographic portions of the city as necessary. If the Plan is applied only to a limited sector, the boundaries will be defined in terms of roadways, creeks and other easily distinguishable features, such as city limits.

Initiation of a Drought / Emergency Water Management Stage

The City Manager or his/her official designee may order the implementation of a drought response or water emergency stage when one or more of the trigger conditions for that stage is met. The following actions will occur when a stage is initiated.

- The public will be notified through local media and the City of Saginaw Web site, as described in Section 4.2.
- City of Fort Worth and Tarrant Regional Water District will be notified by telephone and with a follow-up letter, e-mail, or fax that provides details of the reasons for initiation of the drought or water emergency stage.
- The Saginaw Public Works Department will notify the Executive Director of the TCEQ within 5 business days when mandatory provisions of the Plan are activated.

Stages imposed by TRWD and the City of Fort Worth action must be initiated by the City of Saginaw.

For other trigger conditions, the City Manager or his/her official designee may decide not to order the implementation of a drought response or water emergency stage even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented

Termination of a Drought Stage

The City Manager may order the termination of a drought response or water emergency stage when the conditions for termination are met or at their discretion. The following actions will be taken when a drought stage is terminated:

- The public will be notified through local media and the City of Saginaw Web site as described in Section 4.2.
- City of Fort and Tarrant Regional Water District will be notified by telephone with a follow-up letter, e-mail, or fax.
- If any mandatory provisions of the drought contingency/emergency water management plan that have been activated are terminated, the Saginaw Public Works Department will notify the Executive Director of the TCEQ within 5 business days.

The City Manager or his/her official designee may decide not to order the termination of a drought response stage or water emergency even though the conditions for termination of the stage are met. The City Manager or his designee may choose to implement a phased out approach when exiting various stages to protect the integrity of the system. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought stage. The reason for this decision should be documented.

4.4 Drought and Emergency Response Stages

Stage 1 – Water Watch

Triggering Conditions

- Water demand reaches or exceeds 90% of reliable delivery capacity for three consecutive days. The delivery capacity could be citywide or in a specified portion of the system.
- Saginaw's water distribution system becomes contaminated.
- Saginaw's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- Saginaw's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Fort Worth initiated Stage 1 – Water watch for one or more of the following reasons:
 - Fort Worth's water treatment or distribution system becomes contaminated.
 - Fort Worth's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
 - Fort Worth's water supply system is unable to deliver water due to the failure or damage of major water system components.
- TRWD initiated Stage 1 – Water Watch for one or more of the following reasons:
 - Total raw water supply in TRWD western and eastern division reservoirs drops below 75% (25% depleted) of conservation storage.
 - Water demand for all or part of the TRWD delivery system exceeds delivery capacity because delivery capacity is inadequate.
 - Water demand is projected to approach the limit of TRWD's permitted supply.
 - TRWD's supply source becomes contaminated.
 - TRWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
 - The TRWD General Manager, with the concurrence of the TRWD Board of Directors, finds that conditions warrant the declaration of a Stage 1 drought.

Terminating Conditions for Stage 1

Stage 1 may terminate when TRWD and/or Fort Worth terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 no longer prevail.

Goal for Use Reduction for Stage 1

The goal for water use reduction under Stage 1, Water Watch, is five percent. If circumstances warrant or if required by TRWD, the City Manager or his/her official designee can set a goal for greater water use reduction.

Actions Available for Stage 1

The City Manager or his/her official designee may order the implementation of any of the actions listed below, as deemed necessary. The City Manager or his/her official designee must implement any action(s) required by the TRWD and/or Fort Worth.

All Water Users

Initiate mandatory restrictions to prohibit non-essential water use as follows:

- Discourage hosing of paved areas, such as sidewalks, driveways, parking lots, tennis courts, patios, or other impervious surfaces, except to alleviate an immediate health or safety hazard. This may include premises with raw or processed food, pharmaceutical or vaccine processing, storage or vending establishments including restaurants and grocery stores may be washed to extent necessary for sanitary purposes. These areas may include:
 - Trash and dumpster areas
 - Areas around fuel pumps
 - Store front cleaning of areas with accumulated bird droppings, feathers and debris
 - Localized spot cleaning of parking areas to remove oil, grease buildup that may pose a health and safety issue.
- Discourage hosing of buildings or other structures for purposes other than fire protection or surface preparation prior to painting.
- Prohibit using water in such a manner as to allow runoff or other waste, including:
 - failure to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
 - operating a permanently installed irrigation system with: (a) a broken head; (b) a head that is out of adjustment and the arc of the spray head is over a street or parking lot; or (c) a head that is misting because of high water pressure; or
 - during irrigation, allowing water to (a) to run off a property and form a stream in a street for a distance of 50 feet or greater; or (b) to pond in a street or parking lot to a depth greater than one-quarter of an inch.
 - Allowing or causing an irrigation system or other lawn watering device to operate during any form of precipitation or when temperatures are

at or below 32 degree Fahrenheit.

- Prohibit outdoor watering with sprinklers or irrigation systems between 10 a.m. and 6 p.m.
- Limit landscape watering with sprinklers or irrigation systems at each service address to a twice per week schedule as outlined below. This includes landscape watering of parks, and sports fields. Wholesale customers may use a different watering schedule than the one below as long as it limits each service address to a twice per week schedule; however, use of the same schedule would simplify the message passed to customers through the news media.
 - Residential addresses ending in an even number (0, 2, 4, 6, or 8) may water on Wednesdays and Saturdays.
 - Residential addresses ending in an odd number (1, 3, 5, 7 or 9) may water on Thursdays and Sundays.
 - All non-residential locations (apartment complexes, businesses, industries, parks, medians, etc.) may water on Tuesdays and Fridays.

Exceptions:

- Lawns and landscaping may be watered on any day by handheld hose, drip irrigation, a soaker hose or tree bubbler.
- Water use necessary for the repair of an irrigation system, plumbing line, fountain, etc. in the presence of the person making the repair.
- Outdoor watering at service addresses with large multi-station irrigation systems may take place in accordance with a variance granted by the City Manager, if the City determines that a property cannot be completely irrigated with an average of three-quarters of an inch of water in a single day, and that the property should be divided into sections to be irrigated on different days.
- Establishing new turf is discouraged. If hydromulch, grass sod, or grass seed is installed for the purpose of establishing a new lawn, there are no watering restrictions for the first 30 days while it is being established. After that, the watering restrictions set forth in this stage apply. (This does not include over seeding with rye since turf already exists.)
- Golf courses may water greens and tee boxes as necessary, however water must be done before 10 a.m. and after 6 p.m. Encouraged to reduce water use by five percent.
- Skinned areas of sports fields may be watered as needed for dust control.
- Watering of athletic fields (fields only, does not include surrounding landscaped areas) used for organized sports practice, competition, or exhibition events may occur as necessary to protect the health and

safety of the players, staff, or officials present for athletic events. Encouraged to reduce water use by five percent.

- Public areas that are open to the public at-large and have a high-impact from frequent use may be allowed additional watering, with a variance granted by the City Manager, if it is deemed to be beneficial to serve and protect the community amenity. Examples may include but are not limited to: outdoor amphitheaters, demonstration gardens, public art exhibitions, outdoor learning areas, arboretums, etc.
- All users are encouraged to reduce the frequency of draining and refilling swimming pools.
- All users are encouraged to use native and adapted drought tolerant plants in landscaping.
- Washing of any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle shall be limited to the use of a hand-held bucket or a hand-held hose equipped with a positive-pressure shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the premises of a commercial car wash or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time. Further, such washing may be exempt from these requirements if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- Discourage the filling, draining, or refilling of swimming pools, wading pools, hot tubs, and Jacuzzi type pools except to maintain adequate levels for structural integrity, proper operation and maintenance, and/or alleviate an issue that poses a public safety risk.

City and Local Governments

In addition to the actions listed above:

- Review conditions and problems that caused Stage 1. Take corrective action.
- Increase public education efforts on ways to reduce water use.
- Increase enforcement efforts.
- Intensify leak detection and repair efforts.
- Audit all city and local government irrigation systems to ensure proper condition, settings, and operation.
- Identify and encourage voluntary reduction measures by high-volume water users through water use audits.
- Reduce non-essential water use. As used herein, non-essential water uses are those that do not have any health or safety impact and are not needed to meet the core function of the agency.

Commercial or Industrial

- All actions listed above for all water users apply to commercial and industrial users.
- Stock at commercial plant nurseries is exempt from Stage 1 watering restrictions.
- Hotels, restaurants, and bars are encouraged to serve drinking water to patrons on an “on demand” basis.
- Hotels are encouraged to implement laundry conservation measures by encouraging patrons to reuse linens and towels.
- Car wash facilities must keep equipment in good working order, which should include regular inspections to be sure there are no leaks, broken or misdirected nozzles, and that all equipment is operating efficiently.
- All commercial and industrial customers are encouraged to audit irrigation systems.

Stage 2 – Water Warning

Triggering Conditions for Stage 2

- Water demand reaches or exceeds 95% of reliable delivery capacity for three consecutive days. The delivery capacity could be citywide or in a specified portion of the system.
- Contamination of the water supply source(s) or water supply system.
- Demand for all or part of the delivery system equals or exceeds delivery capacity because delivery capacity is inadequate.
- Water supply system is unable to deliver water due to the failure or damage of major water system components.
- Fort Worth initiated Stage 2 – Water warning for one or more of the following reasons:
 - Fort Worth's water demand reaches or exceeds 95% of reliable delivery capacity for three consecutive days. The delivery capacity could be citywide or in a specified portion of the system.
 - Contamination of the Fort Worth water supply source(s) or water supply system.
 - Demand for all or part of the Fort Worth delivery system equals or exceeds delivery capacity because delivery capacity is inadequate.
 - Fort Worth's water supply system is unable to deliver water due to the failure or damage of major water system components.

- TRWD initiated Stage 2 – Water Warning for one or more of the following reasons:
 - Total raw water supply in TRWD western and eastern division reservoirs drops below 60% (40% depleted) of conservation storage.
 - Water demand for all or part of the TRWD delivery system exceeds delivery capacity because delivery capacity is inadequate.
 - Water demand is projected to approach the limit of TRWD's permitted supply.
 - TRWD's supply source becomes contaminated.
 - TRWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
 - The TRWD General Manager, with the concurrence of the TRWD Board of Directors, finds that conditions warrant the declaration of a Stage 2 drought.

Terminating Conditions for Stage 2

Stage 2 may terminate when TRWD and/or Fort Worth terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail.

Goal for Use Reduction for Stage 2

The goal for water use reduction under Stage 2 – Water Warning is to decrease use by 10 percent. If circumstances warrant or if required by TRWD and/or Fort Worth, the City Manager can set a goal for greater water use reduction.

Actions Available for Stage 2

The City Manager may order the implementation of any of the actions listed below, as deemed necessary. The City Manager must implement any action(s) required by the TRWD and/or Fort Worth.

- Continue or initiate any actions available under Stage 1.
- Initiate engineering studies to evaluate water supply alternatives should conditions worsen.

All Water Users

- Limit landscape watering with sprinklers or irrigation systems to a once per week schedule at each service address as determined by the City Manager. This includes landscape watering at parks, and sports fields. Wholesale customers may use a different watering schedule than the one used for Fort Worth retail customers as long as it limits each service address to once per week schedule; however, use of the same schedule would simplify the

messages passed to customers through the news media.

Exceptions:

- Lawns and landscaping may be watered on any day, at any time, by handheld hose, drip irrigation, a soaker hose or tree bubbler.
- Outdoor watering at service addresses with large multi-station irrigation systems may take place in accordance with a variance granted by the City Manager, if he/she determines that a property cannot be completely irrigated with an average of three-quarters of an inch of water in a single day, and that the property should be divided into sections to be irrigated on different days.
- Golf courses may water greens and tee boxes as needed to keep them alive, however watering must be done before 10 a.m. and after 6 p.m. Fairways are restricted to once per week as outlined above. Golf course rough cannot be watered.
- Watering of athletic fields (fields only, does not include surrounding landscaped areas) used for organized sports practice, competition, or exhibition events may occur as necessary to protect the health and safety of the players, staff, or officials for athletic events. Encouraged to reduce water use by 10%.
- All users are encouraged to wait until the current drought or emergency situation has passed before establishing new landscaping and turf. If hydromulch, grass sod, or grass seed is installed for the purpose of establishing a new lawn, there are no watering restrictions for the first 30 days while it is being established. After that, the watering restrictions set forth in this stage apply. (This does not include over seeding with rye since turf already exists.)
- Discourage the operation of ornamental fountains or ponds that use potable water except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- Discourage the filling, draining, or refilling of swimming pools, wading pools, hot tubs, and Jacuzzi type pools except to maintain adequate levels for structural integrity, proper operation and maintenance, and/or alleviate an issue that poses a public safety risk.
- Encourage the use of covers for all types of pools, hot tubs, and Jacuzzi type pools when not in use.

City and Local Governments

- Review conditions or problems that caused Stage 2. Take corrective action.
- Increase frequency of media releases on water supply conditions.
- Further accelerate public education efforts on ways to reduce water use.
- Eliminate non-essential water use. As used herein, non-essential water uses

are those that do not have any health or safety impact and are not needed to meet the core function of the agency.

- Prohibit wet street sweeping.

Commercial or Industrial

- All actions listed above for all water users apply to commercial and industrial users.
- Use of water from fire hydrants for any purpose other than firefighting related activities or other activities necessary to maintain public health, safety and welfare requires a special permit issued by the City Manager. Fire hydrant use may be limited to only designated hydrants. Upon declaration of this drought stage, all holders or applicants of a Water Fire Hydrant Meter Agreement are required to apply for a variance as set forth in this plan. If conditions allow, as determined by the City Manager, the use of water from hydrants may continue until the City Manager or his/her designee issues a determination on the petition for variance. If conditions do not allow, the City Manager may require all fire hydrant meters be immediately returned from the field, pending determination of each petition for variance.

Stage 3 – Emergency Water Use

Triggering Conditions for Stage 3

- Water demand has reaches or exceeds 98% of reliable delivery capacity for one day. The delivery capacity could be citywide or in a specified portion of the system.
- Contamination of the water supply source(s) or water supply system.
- Demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Water supply system is unable to deliver water due to the failure or damage of major water system components.
- Fort Worth has initiated Stage 3 – Emergency Water Use, which may also be initiated by one or more of the following:
 - Fort Worth's water demand has reaches or exceeds 98% of reliable delivery capacity for one day. The delivery capacity could be citywide or in a specified portion of the system.
 - Contamination of the Fort Worth water supply source(s) or water supply system.
 - Demand for all or part of the Fort Worth delivery system exceeds delivery capacity because delivery capacity is inadequate.
 - Fort Worth's water supply system is unable to deliver water due to the failure or damage of major water system components.

- TRWD has initiated Stage 3 – Emergency Water Use, which may also be initiated by one or more of the following:
 - Total raw water supply in TRWD western and eastern division reservoirs drops below 45% (55% depleted) of conservation storage.
 - Water demand for all or part of the TRWD delivery system exceeds delivery capacity because delivery capacity is inadequate.
 - Water demand is projected to approach or exceed the limit of TRWD's permitted supply.
 - TRWD's supply source becomes contaminated.
 - TRWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
 - The TRWD General Manager, with the concurrence of the TRWD Board of Directors, finds that conditions warrant the declaration of a Stage 3 drought.

Terminating Conditions for Stage 3

Stage 3 may terminate when TRWD and/or Fort Worth terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail.

Goals for Use Reduction for Stage 3

The goal for water use reduction under Stage 3, Emergency Water Use, is to decrease use by 20 percent. If circumstances warrant or if required by TRWD and/or Fort Worth, the City Manager can set a goal for a greater water use reduction.

Actions Available for Stage 3

The City Manager may order the implementation of any of the actions listed below, as deemed necessary. The City Manager must implement any action(s) required by the TRWD and/or Fort Worth.

- Continue or initiate any actions available under Stages 1 and 2.

All Water Users

- Prohibit landscape watering, including at parks, and sports fields.

Exceptions:

- Watering with hand-held hose, soaker hose or drip irrigation system may occur any day and any time. (The intent of this measure is to allow for the protection of structural foundations, trees, and other high value

- landscape materials).
 - Golf course greens only may be watered by hand-held hose as needed to keep them alive. Watering of athletic fields (fields only, does not include surrounding landscaped areas) used for organized sports practice, competition, or exhibition events may occur as necessary to protect the health and safety of the players, staff, or officials present for athletic events may be allowed to water by variance. A water management plan must be submitted to the City Manager detailing how each area will comply with Stage 3 drought measures.
- Prohibit establishment of new landscaping. Variances may be granted for those landscape projects started prior to the initiation of Stage 3 drought restrictions.
- Vehicle washing restricted to commercial car wash, commercial service station or a private on-site vehicle washing facility and can only be done as necessary for health, sanitation, or safety reasons, including but not limited to the washing of garbage trucks and vehicles used to transport food and other perishables. All other vehicle washing is prohibited.
- Prohibit the operation of ornamental fountains or ponds that use potable water except where necessary to support aquatic life.
- Prohibit the draining, filling, or refilling of swimming pools, wading pools and Jacuzzi type pools. Existing private and public pools may add water to maintain pool levels; however they may not be refilled using automatic fill valves.
- Prohibit hosing of buildings or other structures for purposes other than fire protection or surface preparation prior to painting with high-pressure equipment. Must be performed by a professional power washing service utilizing high efficiency equipment and a vacuum recovery system where possible.

City and Local Governments

In addition to actions listed above:

- Continue or initiate any actions available under Stages 1 and 2.
- Review conditions or problems that caused Stage 3. Take corrective action.
- Implement viable alternative water supply strategies.
- Increase frequency of media releases explaining emergency situation.
- Reduce city and local government water use to maximum extent possible.
- Prohibit the permitting of new swimming pools, Jacuzzi type pools, spas, ornamental ponds and fountain construction. Pools already permitted and under construction may be completely filled with water.

Commercial or Industrial

- All actions listed above for all water users apply to commercial and industrial users.
- Hotels, restaurants, and bars required to serve drinking water to patrons on an “on demand” basis.
- Hotels are required to implement laundry conservation measures by encouraging patrons to reuse linens and towels.
- Stock at commercial plant nursery may be watered only with a hand-held hose, handheld watering can, or drip irrigation system.
- Commercial and industrial water users required to reduce water use by a set percentage determined by the City Manager.
- Use of water from hydrants for any purpose other than firefighting related activities or other activities necessary to maintain public health, safety and welfare requires a special permit issued by the City Manager. Fire hydrant use may be limited to only designated hydrants.

4.5 Procedures for Granting Variances to the Plan

The City Manager may grant and revoke temporary variances to this Plan as provided by ordinance if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person requesting the variance.
- Compliance with this plan cannot be accomplished due to technical or other limitations.
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances shall be granted or denied at the discretion of the City Manager. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioner(s)
- Purpose of water use
- Specific provisions from which relief is requested
- Detailed statement of the adverse effect of the provision from which relief is requested
- Description of the relief requested
- Period of time for which the variance is sought
- Detailed schedule of irrigation that shows a reduction in use over the 30 day period for new lawns and landscapes. Schedule should be designed so that at the end of the 30 day period, lawn and landscaped areas can adhere to the twice per week schedule defined in Stage 1.

- Alternative measures that will be taken to reduce water use
- Other pertinent information.

4.6 Procedures for Enforcing Mandatory Water Use Measures

Mandatory water use restrictions may be imposed in Stages 1, 2, and 3. These mandatory water use restrictions will be enforced by warnings and penalties as follows:

- On the first violation, customers will be given a written warning that they have violated the mandatory water use restriction.
- On the second and subsequent violations, citations may be issued to customers, with minimum and maximum fines established by ordinance.
- After three violations have occurred, the utility may cut off water service to the customer.

Appendix A contains a copy of the City of Saginaw City ordinance adopting this Plan and the enforcement actions and penalties.

4.7 Coordination with the Other Entities

Appendix B includes a copy of a letters sent to the chair of the Region C Water Planning Group, General Manager of TRWD, Public Education Coordinator of the City of Fort Worth and the Executive Director of TCEQ upon adoption of this Plan.

4.8 Review and Update of Drought Contingency Plan

Saginaw reviewed this drought contingency plan in 2019 and will review it at least every five years thereafter, or as required by TCEQ.

5.0 Drought Contingency Plan Definitions

Term	Definition
Aesthetic Water Use	Water use for ornamental or decorative features such as fountains, reflecting pools and water gardens.

Agriculture	<p>a. Cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;</p> <p>b. The practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;</p> <p>c. Raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;</p> <p>d. Raising or keeping equine animals</p> <p>e. Wildlife management; and</p> <p>f. planting cover crops, including cover crops cultivated for transportation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure</p>
Agriculture Use	Any use or activity involving agriculture, including irrigation
Alternative Water Source	Water produced by a source other than a water treatment plan and in not considered potable. These sources can include, but are not limited to: reclaimed/recycled water, collected rain water, collected grey water, private well water.
Athletic Field	A sport playing field, the essential feature of which is turf grass, used primarily for organized sports for schools, professional sports, or sanctioned league play.
Automatic Irrigation System	A site-specific system of delivering water generally for landscaping via a system of pipes or other conduits installed below ground that automatically cycles water use through water emitters to a preset program, whether on a designated timer or through manual operation.
Aquatic Life	A vertebrate organism dependent upon an aquatic environment to sustain its life.
Best Management Practices	Voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame
Conservation	Those practices, techniques, and technologies that reduce water consumption; reduce the loss or waste of water; improve the efficiency in water use; and increase the recycling and reuse of water so that supply is conserved and made available for other or future uses.
Commercial	The use of water by a place of business, such as a hotel, restaurant, or office building. This does not include multi-family residences or agriculture, industrial, or institutional users
Customer	Any person, company, or organization using water supplied by TRWD or through an entity supplied by TRWD.
Drip Irrigation	An irrigation system (drip, porous pipe, etc.) that applies water at a predetermined controlled low-flow levels directly to the roots of the plant.
Drought Contingency Plan	A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.
Fountain	An artificially created jet, stream or flow of water, a structure, often decorative, from which a jet, stream or flow of water issues.
Golf Course	An irrigated and landscaped playing area made up of greens, tees, fairways, roughs and related areas used for the playing of golf.
Hand-Held Hose	A hose physically held by one person, fitted with a manual or automatic shutoff nozzle.
Hand Watering	The application of water for irrigation purposes through a hand-held watering hose, watering can, or bucket.
Hose-End Sprinkler	A device through which water flows from a hose to a sprinkler to water any lawn or landscape.
Hosing	To spray, water, or wash with a water hose.
Industrial Use	The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the

	development of power by means other than hydroelectric, but does not include agricultural use.
Institutional Use	The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.
Irrigation	The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water from a public water supplier.
Irrigation System	A system of fixed pipes and water emitters that apply water to landscape plants or turfgrass, including, but not limited to, in-ground and permanent irrigation systems.
Irrigation Water Use Efficiency	The percentage of that amount of irrigation water which is beneficially used by agriculture crops or other vegetation relative to the amount of water diverted from the source(s) of supply. Beneficial uses of water for irrigation include, but are not limited to, evapotranspiration needs for vegetative maintenance and growth, salinity management, and leaching requirements associated with irrigation.
Lake, Lagoon or Pond	Means an artificially created body of fresh or salt water.
Landscape Irrigation Use	Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, right-of-ways, medians and entry ways.
Mining Use	The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field re-pressuring.
Municipal Use	The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale users.
"New Landscape" Means	<ul style="list-style-type: none"> a. Installed during construction of a new house, multi-family dwelling, or commercial building; b. Installed as part of a governmental entity's capital improvement project; or c. Alters more than one-half the area of an existing landscape.
Non-Essential Water Use	<p>Water uses that are not required for the protection of public health, safety and welfare, such as:</p> <ul style="list-style-type: none"> a. Irrigating landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this plan; b. Washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas; except to alleviate a public health and safety issue; c. Washing any automobile, motorbike, boat (and/or trailer), airplane, or other vehicle except where required by law for safety and sanitary purposes. d. Washing buildings or structures for purposes other than immediate fire protection, or other uses provided under this plan; e. Filling, refilling, or adding to any swimming pools or Jacuzzi-type pools, except to maintain safe operating levels; f. Filling or operation of a fountain or pond for aesthetic or scenic purposes except when necessary to support aquatic life; g. Failure to repair a controllable leak within a reasonable time period after being directed to do so by formal notice; and h. Drawing from hydrants for construction purposes or any other purpose other than firefighting or protection of public drinking water supplies.
Nursery Grower	A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50% of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of this definition, grow means the actual cultivation or propagation of the produce beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated with the production or multiplying of stock such as the

	development of new plants from cuttings, grafts, plugs, or seedlings.
Park	Means a non-residential or multifamily tract of land, other than a golf course, maintained by a city, private organization, or individual, as a place of beauty or public recreation and available for use to the general public.
Power/Pressure Washer	Means a machine that uses water or a water-based product applied at high pressure to clean impervious surfaces.
Pressure Washer (High-Efficiency)	Means a machine that uses water or a water-based product applied at 1500 pounds per square inch (PSI) or greater.
Pollution	The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.
Public Water Supplier	An individual or entity that supplies water to the public for human consumption.
Reclaimed Water	Municipal wastewater effluent that is given additional treatment and distributed for reuse in certain applications. Also referred to as recycled water.
Residential Use	The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.
Residential Gallons Per Capita Per Day	The total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in year.
Regional Water Planning Group	A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.
Retail Public Water Supplier	An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.
Reuse	The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state owned water.
Soaker Hose	Means a flexible hose that is designed to slowly emit water across the entire length and connect directly to a flexible hose or spigot. Does not include hose that by design or use sends a fine spray in the air. It is not considered drip irrigation.
Splash Pad/Spray Park	Means an area for water play that has no standing water. Typically, they utilize various spray nozzles which spray water in multiple directions.
Swimming Pool	Means any structure, basin, chamber, or tank including hot tubs, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point.
Total Use	The volume of raw or potable water provided by a public water supplier to billed customer sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.
Total Gallons Per Capita Per Day (GPCD)	The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in this chapter shall be credited against total diversion volumes for the purposes of calculation GPCD for targets and goals.
Vegetable Garden	Means any noncommercial vegetable garden planted primarily for household use; "noncommercial" includes incidental direct selling of produce from such a vegetable garden to the public.
Water Conservation Plan	A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).
Well Water	Means water that has been, or is, obtained from the ground by digging, boring, or drilling to access an underground aquifer.

Appendix A

Ordinance Adopting the Plan

Appendix B

Letters to:

Region C Water Planning Group

Tarrant Regional Water District

City of Fort Worth

Texas Commission on Environmental Quality



City of Saginaw

Meeting Date: 4/2/2019

Staff Contact: Alora M. Wachholz, CEcD
Director of Economic Development

Agenda Items: (4)(h)

E-mail: AloraW@saginawtx.org

Phone: 817-230-0331

SUBJECT:

Action regarding Authorization for the Mayor to execute a Professional Services Agreement with David Pettit Economic Development, LLC to fund a Tax Increment Reinvestment Zone (TIRZ) feasibility study in an amount not to exceed \$5,000

BACKGROUND/DISCUSSION:

In an effort to fully evaluate the feasibility and associated revenues of a potential Tax Increment Reinvestment Zone (TIRZ) creation within the City of Saginaw for future Council consideration, David Pettit Economic Development, LLC (DPED) has proposed a professional services agreement in an amount of \$5,000 to conduct a three-phase initial analysis. This contract would include the following services:

Task 1: District Review - Collect and analyze available information in the proposed TIRZ, including available development data, existing planning documents, land use plan, thoroughfare plan, strategic plan, existing and planned infrastructure, topography, and property data.

Task 2: Data Collection and Analysis - Based on parcel data provided by the City, DPED would provide a geographic information system database of existing values for land and improvements, ownership data, and current land use information.

Task 3: Taxable Value Analysis - A multi-year historic taxable value review of similar developments is conducted to establish conservative assumptions of future taxable value for each parcel in the proposed zone. Included are projections for future land uses informed by the results of visioning exercises, as well as estimates of the timing of proposed developments. A spreadsheet model of potential TIRZ increments results within a given range of development assumptions.

FINANCIAL IMPACT:

The financial impact of this professional services agreement will be in an amount not to exceed \$5,000 which would be paid from the General Administrative line of the General Fund.

RECOMMENDATION:

Motion to authorize the Mayor to execute a Professional Services Agreement with David Petitt Economic Development, LLC to fund a Tax Increment Reinvestment Zone (TIRZ) feasibility study in an amount not to exceed \$5,000, subject to City Attorney review and approval.



City of Saginaw

Meeting Date: 4/2/2019

Staff Contact: Keith C. Rinehart
Director of Community Services

Agenda Items: (5)

E-mail: krinehart@saginawtx.org

Phone: 817-230-0351

SUBJECT:

Recognition of the Boswell High School Gold Standard Honor Society for their donations to the Saginaw Animal Services and Adoption Center

BACKGROUND/DISCUSSION:

On Monday, March 11, 2019, Saginaw Animal Services received a wonderful donation from an amazing and caring organization. The Boswell High School Gold Standard Honor Society donated the following items to the center:

- \$508.59 in funds
- 164 pounds of dry dog food
- 7 pounds of wet dog food
- 81 pounds of dry cat food
- 2 pounds of wet cat food
- 220 pounds of cat litter
- 14 pounds of Milkbone dog treats
- 8 cat treats
- 10 dog treats
- 32 dog toys
- 2 hand sanitizers
- 6 disinfecting wipes
- 24+ pounds of laundry soap
- 2 dog collars
- 2 cat toys
- 6 cat collars
- 2 dog shampoos
- 8 cat treats
- 1 box of flea and tick treatment
- 3 towels

Our animals/future pets are so thankful for your generous contribution.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

NA

ATTACHMENTS:

Description

Council Communique



City of Saginaw

Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community Services

Date: City Council Meeting – April 2, 2019

PRESENTER:

Keith C. Rinehart, Director of Community Services

ITEM:

Recognition of the Boswell High School Gold Standard Honor Society for their donations to the Saginaw Animal Services and Adoption Center

DISCUSSION:

On Monday, March 11, 2019, Saginaw Animal Services received a wonderful donation from an amazing and caring organization. The Boswell High School Gold Standard Honor Society donated the following items to the center:

- \$508.59 in funds
- 164 pounds of dry dog food
- 7 pounds of wet dog food
- 81 pounds of dry cat food
- 2 pounds of wet cat food
- 220 pounds of cat litter
- 14 pounds of Milkbone dog treats
- 8 cat treats
- 10 dog treats
- 32 dog toys
- 2 hand sanitizers
- 6 disinfecting wipes
- 24+ pounds of laundry soap
- 2 dog collars
- 2 cat toys
- 6 cat collars

- 2 dog shampoos
- 8 cat treats
- 1 box of flea and tick treatment
- 3 towels

Our animals/future pets are so thankful for your generous contribution.

ATTACHMENTS:

- Photo

Thank you,

Keith C. Rinehart

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





City of Saginaw

Meeting Date: 4/2/2019

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (6)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Update from Community Link Mission

BACKGROUND/DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:



City of Saginaw

Meeting Date: 4/2/2019

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

Agenda Items: (7)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action Regarding recommendation from Advisory Recreation and Parks Board regarding a Fireworks Display on July 6, 2019

BACKGROUND/DISCUSSION:

On March 18, 2019 the Park Board voted unanimously to have a fireworks display in conjunction with the celebration of Independence Day. Public Works staff has vetted the proposal with the Fire Department and coordinated with the Eagle Mountain Saginaw School District to secure a site for the event.

Staff then contacted PyroShows of Texas, who provides displays for the School District's homecomings to determine prices and availability.

A recommended date was set for Saturday, July 6, 2019 at Saginaw High School. The cost for the fire works display approved by the Park Board is \$10,000 for a 15 minute display.

FINANCIAL IMPACT:

The Financial Impact is \$10,000. Funds are available in the Parks Donation Fund.

RECOMMENDATION:

It is recommended that \$10,000 be authorized for a Fireworks Display to be held at Saginaw High School on July 6, 2019.

ATTACHMENTS:

Description
Parks Donations Fund
Minutes 3-18-2019

Park Fund

Beginning Balance: 1/1/2019 \$80,556.98

Donations Added:

January 2019 \$5,527.59
February 2019 \$4,960.45
March 2019

unavailable 3/27

Total \$10,488.04

Less Expenditures:

Total Expenditures \$0.00

Ending Balance: 2/28/2019 \$91,045.02

Less Pending Expenditures :

Total Pending Expenditures \$0.00

Estimated Available Funds 2/28/2019 \$91,045.02

Note:

**MINUTES OF A SPECIAL CALLED MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCCLEROY BOULEVARD
MARCH 18, 2019**

Present at the Meeting:

Chairman	Place No. 3	Charles Beasley (arrived at 6:30 p.m.)
Vice Chairman	Place No. 5	Brack St. Clair
Member	Place No. 2	Janelle Young
Member	Place No. 4	Russell Jolly
Member	Place No. 6	Ronda Nyberg
Member	Place No. 7	Gregory Gerami
Alternate Member	Alt. No. 2	Charity Deville
Operations Superintendent		Randy Newsom
Streets and Parks Manager		Paul Wrzesinski
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 1	Travis Albritton
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Visitors at the Meeting:

None

The quorum for tonight's meeting consists of Chairman Beasley (after 6:30, only) Vice Chairman St Clair, Members Young, Jolly, Nyberg, Gerami, Alternate Member DeVille

(1) Call to Order

Vice Chairman St Clair called the meeting to order at 6:05 p.m.

(2) Audience Participation

This item was by-passed.

(3) Discussion and Action Regarding 1st Annual 4th of July Celebration

Operations Superintendent Newsom advised members that he had contacted some companies that do fireworks. He stated that the one that he recommends is the same one that the Saginaw High School uses for their fireworks display that is 7 minutes for \$8,000. He said price for a 15 minute show is \$10,000 and a 20 minute show is \$15,000. He told the members that the only site that the fire

department will approve is at Saginaw High School. He also stated that it is unlikely that we can contract this company for the 4th. After a discussion, the members agreed that July 6th, Saturday, would be a good date to schedule.

There was a lengthy discussion regarding the following:

- Food Truck Park (Member Gerami stated he would handle scheduling the food trucks)
- Charging for Fireworks Display (consensus of members not to charge for the 1st year)
- Bands
- Types of Fund raising for event
- Vendors (fee for booths)
- Fee for parade participants
- Parade route
- Raffle

It was decided to only consider the parade, possibility of food trucks, and the fireworks for the 1st year.

Operations Superintendent Newsom suggested that the board consider recommending approving funds for the fireworks display at tonight's meeting and finalize the other details at the April meeting.

Motion was made by Member Deville with a second by Member Gerami to approve the funding for the 1st annual 4th of July Fireworks Display to be held July 6, 2019 and not to exceed \$10,000. Motion Carried

For.: Chairman Beasley, Vice Chairman St. Claire, Member Young, Jolly, Nyberg, Gerami, Alternate Member Deville

Against: None

Absent: Member Albritton

(12) Adjournment

Motion was made by Vice Chairman St. Claire with a second by Member Nyberg to adjourn the meeting. Motion carried.

For.: Chairman Beasley, Vice Chairman St. Claire, Member Young, Jolly, Nyberg, Gerami, Alternate Member Deville

Against: None

Absent: Member Albritton

Chairman Beasley declared the meeting of March 18, 2019 closed at 6:55 p.m.

APPROVED:

Charles Beasley, Chairman

ATTEST:

Mary Ragle, Recording Secretary



City of Saginaw

Meeting Date: 4/2/2019

Staff Contact: Lee Howell
Chief of Police

Agenda Items: (8)

E-mail: lhowell@saginawpolice.org

Phone: 817-232-0311

SUBJECT:

Public Hearing - Continuation of Curfew for Minors

BACKGROUND/DISCUSSION:

Section 54-61 of the Saginaw City Code establishes a "curfew for minors" ordinance. This ordinance was originally passed on September 20, 1994, and renewed every three years, most recently in April 2016. Section 370.002 of the Local Government Code requires such ordinances to be reviewed every three years, and allow for public input to the council.

The hearing tonight is the first of two hearings for public input regarding the continuation of the curfew ordinance for minors. The second public hearing and consideration of the ordinance will be on the April 16th agenda.

The City of Saginaw adopted a nighttime curfew for minors to give the police a tool in controlling late night juvenile crime. Officers were given the ability to detain minors for a brief period to establish whether they had parental permission to be out late at night, reducing the likelihood of becoming the victim of a crime, and intervening in behavior that could lead to committing crimes.

Officers issued eight citations to juveniles in calendar year 2018, and year to date have issued two more. This is considerably down from the yearly average of 28 and 41 citations in the last two three year periods going back to 2013. The conclusion could be drawn that the ordinance has been effective in reducing unauthorized late night activity among minors. Officers report making numerous additional contacts with minors resulting in returning them home without a resulting citation.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

City Code, Chapter 54, Article III. Curfew for Minors

ARTICLE III. CURFEW FOR MINORS***Sec. 54-61. Adoption.**

That this article establishing curfew regulations for minors in public places in the city, which shall be valid each day of the calendar year, is hereby adopted.

(Ord. No. 2001-06, § I, 3-6-01; Ord. No. 2007-04, § 1, 2-6-07)

Sec. 54-62. Definitions.

That the following words shall have the meaning herein set forth when used in this article.

Curfew hours means:

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday and Thursday until 6:00 a.m. of the following day; and
- (2) 12:01 a.m. until 6:00 a.m. on any Saturday and Sunday.

***Editor's note**—Ord. No. 2001-06, §§ I—IV, adopted March 6, 2001, repealed the former Art. III, §§ 54-61—54-65, and enacted a new Art. III as set out herein. The former Art. III pertained to similar subject matter. See the Code Comparative Table.

Ord. No. 2013-06, § 1, adopted March 5, 2013, states the following: "Ordinance No. 2001-06, as continued by official vote of the City Council of the City of Saginaw, Texas on March 2, 2010, is hereby continued in accordance with the requirements of Section 370.002(a) of the Texas Local Government Code."

State law reference—Juvenile curfew, V.T.C.A., Local Government Code § 341.904.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The word includes, but is not limited to a fire, natural disaster or automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately owned place of business operated for profit to which the public is invited, including, but not limited to any place of amusement or entertainment.

Guardian means:

- (1) A person who, under court order, is the guardian of the person of a minor; and
- (2) A public or private agency with whom a minor has been placed by a court.

Minor means any person under 17 years of age.

Operator means any individual, firm, association, partnership or corporation that is operating, managing or conducting any establishment. The word includes the members or partners of a partnership or association, and the officers of a corporation, and any adult employee in charge of its operation.

Parent means a person who is:

- (1) A natural parent, adoptive parent or step-parent of a minor; and
- (2) Anyone else at least 18 years of age who is authorized by a parent or guardian to have the care and custody of a minor.

Public place means any place to which the public or a substantial group of the public has access. The words include, but are not limited to streets, alleys, highways and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.

Remain means:

- (1) To linger or stay on or in premises; and
- (2) To fail to leave premises when requested to do so by a police officer or the owner, operator or other person in control of the premises.

Serious bodily injury means bodily injury that creates a substantial risk of death, or that causes death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ.

(Ord. No. 2001-06, § II, 3-6-01)

Sec. 54-63. Offenses.

(a) A minor commits an offense if he or she remains in any public place or on the premises of any establishment within the city during curfew hours.

(b) A parent or guardian of a minor, or other adult person having care and custody of a minor, commits an offense if he or she knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.

(c) The owner or operator, or any other adult person or employee in charge of an establishment commits an offense if he or she knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

(Ord. No. 2001-06, § III, 3-6-01)

Sec. 54-64. Defenses.

(a) It is a defense to prosecution under section 54-63 of this article if the minor was:

- (1) Accompanied by the minor's parent or guardian;
- (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
- (3) In a motor vehicle involved in interstate travel;
- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (5) Involved in an emergency;
- (6) On the sidewalk abutting the minor's residence, or abutting the residence of a

next-door neighbor, provided the neighbor did not complain to the police department about the minor's presence;

- (7) Attending an official school, religious or other recreational activity supervised by adults and sponsored by the city, a civic organization or another similar entity that takes responsibility for the minor, or going to or returning home from such activity, without detour or stop;
- (8) Exercising rights protected by the Fifth Amendment of the United States Constitution, such as free exercise of religion, freedom of speech, and the right of peaceable assembly; or
- (9) Married or had been married, or had otherwise had the disabilities of minority removed in accordance with V.T.C.A., Family Code, ch. 31.

(b) It is a defense to prosecution under subsection 54-63(c) of this article if the owner, operator or other adult person or employee in charge of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(Ord. No. 2001-06, § IV, 3-6-01)

Sec. 54-65. Enforcement.

Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this ordinance unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in section 54-64 of this article is present.

(Ord. No. 2001-06, § V, 3-6-01)

Sec. 54-66. Penalties.

(a) A person who violates a provision of this article is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.

(b) When required by V.T.C.A., Family Code, § 51.08, as amended, the municipal court shall waive jurisdiction over a minor charged with violation of subsection 54-63(a) of this article, and shall refer the minor to a juvenile court.
(Ord. No. 2001-06, § VI, 3-6-01)



City of Saginaw

Meeting Date: 4/2/2019

Staff Contact: Kim Quin
Finance Director

Agenda Items: (9)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

PUBLIC HEARING - Consideration and Action regarding Resolution No. 2019-08, FY2018-2019 mid-year budget revisions

BACKGROUND/DISCUSSION:

This item requires a public hearing. Each year, in April, the current fiscal year budget is reviewed and updated for necessary changes. The attached memo from Finance Director Quin outlines the proposed revisions necessary to maintain a balanced budget. Adoption of the proposed resolution will modify the budget as detailed in the attachment.

FINANCIAL IMPACT:

The financial impact by fund can be found in the attachment. Funding for projects budgeted in the previous fiscal year but not completed by September 30, 2018 must be carried forward to budget for the completion of the project in the current fiscal year. The budget must also be amended for projects that have been approved by the City Council since the beginning of the fiscal year. The attachment details each of these items.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2019-08 adopting the mid-year budget revisions.

ATTACHMENTS:

Description

Mid year budget adjustment explanation

Mid year budget adjustments

Mid-year budget resolution

MEMORANDUM

DATE: March 25, 2019
TO: Gabe Reaume, City Manager
FROM: Kim Quin, Finance Director
RE: 2018-2019 Mid-year Budget Adjustments

The attached schedule shows the recommended mid-year budget adjustments. The changes are described below.

General Fund –

- An increase (\$9,200) in funding from the Tarrant County Emergency Services District.
- The City Council approved a settlement agreement on March 5, 2019 for the replacement of trees along Old Decatur Road (\$5,870).
- Funding for a contract with Kimley-Horn (\$51,500) for administration of the Texas Department of Transportation Green Ribbon Grant program. This was approved by the City Council on November 6, 2018.
- Funding for the remainder of the strategic planning contract (\$13,715). This project is continued from last fiscal year.
- Funding for the continuation of the planning consultant (\$12,200).
- Funding for the remainder of the facility needs assessment contract (\$38,360). This project is continued from last fiscal year.
- Funding for long range financial planning (\$37,450). This was approved by the City Council on November 6, 2018.
- Funding for the remainder of the City Council meeting live streaming project (\$16,700). This project is continued from last fiscal year.
- Funding for the remainder of the municipal court software upgrade (\$16,405). This project is continued from last fiscal year.
- Additional bunker gear for the Fire Department (\$5,000) will be purchased with a portion of the increased Tarrant County Emergency Services District funding mentioned above.
- Funding for the remainder of the Public Safety Radio System (\$559,070). This project is continued from last year with a net increase of \$55,970. The increase is necessary to equip two additional Police Officers and one additional Firefighter, an amplifier necessary for adequate operation in the Police Department building, and Police dispatch training.

- Funding for the remainder of the traffic signal at Knowles and McLeroy (\$98,405). This project is continued from last year with an increase of \$34,390. The increase is due to the necessary purchase of new equipment. The original cost estimate was based on the use of repurposed signal equipment.
- Funding carried forward for the Basswood Developer agreement (\$164,250).
- Funding for the remainder of the signal at Basswood and Bailey Boswell (\$3,205).
- Funding for the crosswalk at Basswood and Whistle Stop (\$48,000). This was approved by the City Council on December 4, 2018.
- Funding carried forward for the Food Truck Park/Farmer's Market (\$370,000).
- Additional funding required for the Park needs assessment/site plan (\$7,000) which was approved by the City Council on February 5, 2019.
- Funding for the potential matching requirement of \$60,000 for the HOME grant application which was approved by the City Council on March 19, 2019.
- Funding for the creation of the Building Improvement Grant (BIG) Program. The \$15,000 to begin this program is transferred from the Economic Development Incentive line item. This was approved by the City Council on November 6, 2018.

Additional revenues total \$15,070. The use of General Fund balance is \$1,492,060. The projects being carried forward from last fiscal year total \$1,280,110. These projects were budgeted but not completed at fiscal year-end. The unspent balance of the incomplete projects is added back to the fund balance until the budget is modified to fund the remaining expenses. The budget modification will provide funding for the completion of these projects in the current fiscal year.

Enterprise Fund –

- Funding for the remainder of the Saginaw Boulevard 12" waterline Phase 2 (\$10,400) project.
- Funding for the remainder of the Park Center Tank Rehabilitation (\$60,570).
- Funding carried forward for the engineering of the Fairmont Sewer Phase 1 project (\$18,545).

The use of Enterprise Fund balance is \$89,515. These projects were not completed and are being carried forward from last fiscal year. The budget modification will provide funding for these projects in the current fiscal year.

Capital Projects Fund –

- Funding for the remainder of the Bailey Boswell Reconstruction Project Phases 2&3 (\$2,698,300).

The use of Capital Projects Fund balance is \$2,698,300. This project was not completed and is being carried forward from last fiscal year. The budget modification will provide funding in the current fiscal year.

Drainage Utility Fund –

- Funding carried forward for the Basswood Developer agreement (\$268,000).
- Funding for the contract with Kimley-Horn for the Knowles Drive conceptual design (\$138,750) which was approved by the City Council on March 19, 2019.

The use of Drainage Utility Fund balance is \$406,750. The project being carried forward from last year was not completed. The budget modification will provide funding in the current fiscal year.

Street Maintenance Fund –

- Funding for the contract with Kimley-Horn for the Knowles Drive conceptual design (\$116,750) which was approved by the City Council on March 19, 2019.

The use of Street Maintenance Fund balance is \$116,750.

Donations Fund –

- Revenue received from State Farm by the Fire Department (\$9,425) to be budgeted for clown troop equipment (\$5,000) and equipment to outfit the arson dog vehicle (\$4,425).
- Funding for tree removal along Saginaw Boulevard (\$18,000) is provided by beautification donations which was approved by the City Council on March 5, 2019.

Additional revenues total \$9,425. The budget modification will provide funding for these projects in the current fiscal year.

General Escrow Fund –

- Funding carried forward for the Basswood Developer agreement (\$57,750).

The use of General Escrow Fund balance is \$57,750. The project being carried forward from last year was not completed. The budget modification will provide funding in the current fiscal year.

**MID-YEAR BUDGET ADJUSTMENTS
FY 2018-2019**

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
General Fund				
Grant Assistance	01-3800-00-00	\$ 5,000.00		Increase in TC ESD funding
County Fire Run Aid	01-3820-00-00	\$ 4,200.00		Increase in TC ESD funding
Other Income	01-3910-00-00	\$ 5,870.00		Tree settlement with SJ Lewis ODR
Engineering Fees-Non Capital	01-6200-02-00		\$ 51,500.00	Green Ribbon Grant-Kimley-Horn contract
Legal and Special Services	01-6650-02-00		\$ 13,715.00	Carry forward of strategic planning contract
Legal and Special Services	01-6650-02-00		\$ 12,200.00	Continuation for planning consultant
Legal and Special Services	01-6650-02-00		\$ 38,360.00	Carry forward of facility needs assessment
Legal and Special Services	01-6650-02-00		\$ 37,450.00	Long range financial planning
Capital Outlay/Special Request	01-7000-02-00		\$ 16,700.00	Carry forward of live streaming City Council meetings
Capital Outlay/Special Request	01-7000-03-00		\$ 16,405.00	Carry forward of municipal court software upgrade
Capital Outlay/Special Request	01-7000-04-00		\$ 5,000.00	Additional bunker gear for FD
Capital Outlay/Special Request	01-7000-05-00		\$ 559,070.00	Carry forward of Public Safety Radio system
Capital Outlay/Special Request	01-7000-06-00		\$ 98,405.00	Carry forward of signal at Knowles/McLeroy
Capital Outlay/Special Request	01-7000-06-00		\$ 164,250.00	Carry forward of Basswood Developer Agreement
Capital Outlay/Special Request	01-7000-06-00		\$ 3,205.00	Carry forward of signal at Basswood/Bailey Boswell
Capital Outlay/Special Request	01-7000-06-00		\$ 48,000.00	Crosswalk at Basswood/Whistle Stop
Capital Outlay/Special Request	01-7025-06-00		\$ 370,000.00	Carry forward of Food Truck Park/Farmer's Market
Capital Outlay/Special Request	01-7000-06-00		\$ 5,870.00	Tree replacement along ODR
Capital Outlay/Special Request	01-7000-07-00		\$ 7,000.00	Park needs assessment/site plan
Grant Matching Requirement	01-5765-10-00		\$ 60,000.00	Matching requirement for HOME grant application
Economic Development Incentive	01-6141-13-00		\$ (15,000.00)	Reduce funding to create BIG program
Building Improvement Grants	01-6142-13-00		\$ 15,000.00	Create line item for BIG program
USE OF FUND BALANCE		\$ 1,492,060.00		
GENERAL FUND TOTAL		\$ 1,507,130.00	\$ 1,507,130.00	

**MID-YEAR BUDGET ADJUSTMENTS
FY 2018-2019**

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
<u>Enterprise Fund</u>				
Saginaw Blvd 12" WL Phase2	05-7018-55-00		\$ 10,400.00	Carry forward construction contract
Park Center Tank Rehab	05-7020-55-00		\$ 60,570.00	Carry forward construction contract
Fairmont Sewer Rehab Phase1	05-7021-55-00		\$ 18,545.00	Carry forward engineering contract
USE OF FUND BALANCE		\$ 89,515.00		
ENTERPRISE FUND TOTAL		\$ 89,515.00	\$ 89,515.00	
<u>Capital Projects Fund</u>				
Bailey Boswell Recon Phase2	06-4048-17-00		\$ 1,349,150.00	Carry forward construction contract
Bailey Boswell Recon Phase3	06-4049-17-00		\$ 1,349,150.00	Carry forward construction contract
USE OF FUND BALANCE		\$ 2,698,300.00		
CAPITAL PROJECTS FUND TOTAL		\$ 2,698,300.00	\$ 2,698,300.00	
<u>Drainage Utility Fund</u>				
Capital Outlay/Special Request	14-7000-00-00		\$ 268,000.00	Carry forward of Basswood Developer Agreement
Capital Outlay/Special Request	14-7000-00-00		\$ 138,750.00	Knowles conceptual design
USE OF FUND BALANCE		\$ 406,750.00		
DRAINAGE UTILITY FUND TOTAL		\$ 406,750.00	\$ 406,750.00	

**MID-YEAR BUDGET ADJUSTMENTS
FY 2018-2019**

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
<u>Street Maintenance Fund</u>				
Capital Outlay/Special Request	16-7000-00-00		\$ 116,750.00	Knowles conceptual design
USE OF FUND BALANCE		\$ 116,750.00		
STREET MAINTENANCE FUND TOTAL		\$ 116,750.00	\$ 116,750.00	
<u>Donation Fund</u>				
Donations Revenue	20-3940-00-00	\$ 9,425.00		State Farm donation to Fire Department
Supplies	20-4750-66-00		\$ 5,000.00	FD clown troop equipment
Supplies	20-4750-66-00		\$ 4,425.00	Outfitting arson dog vehicle
Contract Services	20-5245-63-00		\$ 18,000.00	Tree removal along Saginaw Boulevard
USE OF FUND BALANCE		\$ 18,000.00		
DONATION FUND TOTAL		\$ 27,425.00	\$ 27,425.00	
<u>General Escrow Fund</u>				
Capital Outlay/Special Request	21-7000-47-00		\$ 57,750.00	Carry forward of Basswood Developer Agreement
USE OF FUND BALANCE		\$ 57,750.00		
GENERAL ESCROW FUND TOTAL		\$ 57,750.00	\$ 57,750.00	

**CITY OF SAGINAW
RESOLUTION NO. 2019-**

**BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS
ADOPTING A REVISED BUDGET FOR THE CITY OF SAGINAW
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND
ENDING SEPTEMBER 30, 2019**

WHEREAS, in accordance with Chapter 102 of the Texas Local Government Code and Article XII of the City Charter, notice of a public hearing before the City Council was published in the official newspaper of the City to consider adoption of the revised budget for the City of Saginaw, Texas, for the fiscal year beginning October 1, 2018 and ending September 30, 2019; and

WHEREAS, the City Council has heretofore held the public hearing to receive public comment on the proposed revised budget; and

WHEREAS, the City Council is of the opinion and finds that the revised budget is in the best interest of the municipal taxpayers and that it should be adopted and approved as presented.

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

1. That the revised budget prepared by City Staff and filed with the City Secretary, with such modifications and amendments as have been made by the City Council, a copy of which revised budget with any and all such modifications and amendments is attached hereto and incorporated by reference as part of this Resolution, be and the same is hereby approved and adopted as the budget for the operation of the City of Saginaw, Texas, for the fiscal year beginning October 1, 2018 and ending September 30, 2019.

2. That a copy of said budget as hereby adopted is hereby authorized to be filed with the City Secretary at all offices required by law.

ADOPTED AND APPROVED this the 2nd day of April, 2019.

APPROVED:

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney



City of Saginaw

Meeting Date: 4/2/2019

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

Agenda Items: (10)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action regarding Award of Contract for Willow Creek Park Pavilions

BACKGROUND/DISCUSSION:

Bids for the Willow Creek Park Pavilions were opened on March 25, 2019. This project consists of two 40 feet by 50 feet pavilions to be construction in Willow Creek Park as part of the Food Truck Park and Farmers Market project. A total of three bids were received as follows:

Bidder	Bid Amount
<u>T.F. Harper & Associates, LP</u>	<u>\$155,866.00</u>
North Rock Construction, LLC	\$213,831.38
Strong Commercial	\$301,468.00

The apparent low bidder was T.F. Harper & Associates, LP who submitted a bid of \$155,866.00. Kimley-Horn and Associates has reviewed their bid and determined that they are the lowest responsible bidder.

FINANCIAL IMPACT:

The financial impact will be \$155,866.00. Funds in an amount not to exceed \$370,000 was authorized by City Council on August 7, 2018. Expenses are being tracked in Account 01-7025-06-00 and will be reconciled in mid-year budget adjustments.

RECOMMENDATION:

Staff recommends the that the Willow Creek Pavilion contract be awarded to T.F. Harper in the amount of \$155,866.00.

ATTACHMENTS:

Description

Award Recommendation & Bid Tabulation



March 26, 2019

Mr. Rick Trice
City of Saginaw
333 West McLeroy Blvd
Saginaw, TX 76179

Re: Willow Creek Park Pavilions– Bid Results
KHA No. 061003127

Dear Mr. Trice:

On March 25, 2019, sealed bids were received and opened by the City of Saginaw for the referenced project. A summary of the bids is below.

Contractor	Total Base Bid	Total Contract Value
T.F. Harper & Associates, LP	\$155,866.00	\$155,866.00
North Rock Construction, LLC	\$213,831.38	\$213,831.38
Strong Commercial	\$301,468.00	\$301,468.00

The detailed bid tabulation is attached for your review.

Kimley-Horn and Associates (KHA) has reviewed the lowest bidder's references and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that T.F. Harper & Associates, LP is the lowest responsible bidder. The result would be awarding the contract to T.F. Harper & Associates, LP for an amount of \$155,866.00 for the Total Contract Value to be Awarded.

If you have any questions or comments, please call me at (817) 339-2280.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928

Katherine Utecht, PLA, LI
Project Manager

Checked by: 
Katherine Utecht, 3/25/19

Owner: **City of Saginaw**
Job No.: **061003127**
Project: **Willow Creek Park Pavillions**
Date: **March 25, 2019**

				BIDDER 1		BIDDER 2		BIDDER 3	
				T.F. Harper & Associates, LP 103 Red Bird Lane Austin, TX 78745		North Rock Construction, LLC 525 S. Loop 288, Ste. 105 Denton, TX 76205		Strong Commercial 1617 Park Place Ave. Fort Worth, TX 76110	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid									
1	Mobilization, Bonding, and Insurance	1	LS	\$12,078.00	\$12,078.00	\$15,109.07	\$15,109.07	\$30,000.00	\$30,000.00
2	Temporary Erosion, Sediment, and Water Pollution Prevention Plan	1	LS	\$9,680.00	\$9,680.00	\$6,632.69	\$6,632.69	\$4,500.00	\$4,500.00
3	Installation of 40'x50' Pavilion	2	EA	\$49,242.00	\$98,484.00	\$80,640.00	\$161,280.00	\$117,184.00	\$234,368.00
4	Pavilion foundation for 40'x50' pavilion	2	EA	\$10,275.00	\$20,550.00	\$7,767.81	\$15,535.62	\$10,300.00	\$20,600.00
5	Electrical improvements	1	LS	\$5,074.00	\$5,074.00	\$5,274.00	\$5,274.00	\$2,000.00	\$2,000.00
6	Allowance	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total Base Bid					\$155,866.00		\$213,831.38		\$301,468.00



City of Saginaw

Meeting Date: 4/2/2019

Staff Contact: Janice England
City Secretary

Agenda Items: (11)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Consideration and Action regarding Performance Contract with Shawnda Rains Productions for 2019 Train & Grain Festival Entertainment

BACKGROUND/DISCUSSION:

In November 2018, the 2019 Train & Grain Festival Committee began meeting. The Chairpersons are Janice England and Karen Cromwell. The committee consists of 25 representatives of various city departments, local businesses, and EMS-ISD. The committee meets monthly to discuss plans, etc. for the festival. A subcommittee consisting of representatives of the Police Department, Fire Department and Public Works has met several times to determine the best layout of the festival grounds. Overall, we have accomplished a lot but there is still work to be done in order to have a successful, family-friendly event.

The festival will be on Saturday, October 26, 2019 from 9:00 a.m. to 5:00 p.m. (Rain Date: November 2nd). There will be no admission charge. However, we do plan to encourage attendees to bring canned goods to be donated to Community Link Mission.

Some of our confirmed activities for the festival are: Car Show (Christian Classic Cruisers), Face Painting, Story Time (alternating English & Spanish), Petting Zoo, Mobile Dairy Classroom, Corn Hole & Washers, Baking Contest, Bounce Houses, MedStar Ambulance, Senior Citizens Craft Booths, and an Information Booth (historical info/tshirt sales/display for taking photos)

We are working on several other activities including a magic show, performances by local musicians, dance/tumbling/karate groups, school bands/choirs, etc. Our goal is to include as much local talent as we can during the time available.

The Graphic Arts Class at HCTC is working on a concept design for our festival tshirts.

The proposed music headliner is TG Sheppard and the Texas Country Music Hall of Fame Band. They will perform for approximately 2 hours beginning at 3:30 p.m. The Texas Country Music Hall of Fame Band will perform first for approximately 30 minutes followed by TG Sheppard who will perform for approximately 1-1/2 hours. Both are well know and respected artists who will give performances that are family-friendly.

Since we are not stage and sound people, we asked them to include the costs for a covered stage with basic lighting, sound system, and sound crew in their quote. The total quote is \$16,500. Half (\$8,250) is due when the contract is approved and signed. The remaining half is due on the date of the festival. Costs in addition to those mentioned are 4 hotel rooms for Friday night and 2 hotel rooms for Saturday night (since the show is early, they have indicated that they will probably leave after the show to fly home so the rooms for Saturday night may not be necessary) (estimated total for both nights is \$1,596), one dressing area/trailer (\$250), and a small supply of drinks (water, soft drinks and coffee) (\$25).

The proposed contract is attached. It is a standard performance contract. Therefore, there are several items that do not apply. We are not charging admission to the festival so there will be no need for complimentary tickets. There will be no "backstage" so there will be no backstage passes. The 3 qualified stage hands are simply 3 workers that can help unload equipment, move it and then load it back up.

As is typical for this type of contract, if we were to cancel our fees are non-refundable. Following approval of the contract, our intent is to purchase at "rainy day type" insurance policy for an event such as ours. It will cover the non-refundable fees in case we have to cancel due to the weather. This type of policy typically costs about \$1,000.

To date we have received a total of \$4,400 in sponsorships. We have pledges for \$7,500 that we anticipate receiving in the next few weeks. We have 3 vendors that have submitted their paperwork and fees which total \$325. We also have a list of people that have already contacted us to volunteer at the festival.

We have a website, www.saginawtrain-grain.org and an email, tgfestival@saginawtx.org

FINANCIAL IMPACT:

The cost for the performance contract is \$16,500 with half (\$8,250) being due now and the remaining half due on the date of the festival. The cost for the additional items is estimated to be \$2,871. Overall estimated total is \$19,371.

Including the City's budgeted amount of \$10,000, the total available funds as of 3/28/19 are \$14,725. This does not include \$7,500 in pledges.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Proposed Contract



SHAWNDA RAINS PRODUCTIONS

415 West Main St., Denison, TX, 75020
903-436-4152 | shawnda@shawndarains.com

Performance Contract

April 5, 2019

At **ARTIST'S** discretion, this contract may be voided unless signed and returned by ~~March 15, 2019~~. This contract for the personal services of musicians on the engagement described below is made **February 27, 2019** between the undersigned purchaser of music (herein called "**PURCHASER**") and the undersigned musician or musicians (herein called "**ARTIST**").

IF ALL REQUIREMENTS OF THE CONTRACT AND/OR RIDER ARE NOT MET, ALL DEPOSITS WILL BE FORFEITED.

ARTIST: TG SHEPPARD & TEXAS COUNTRY MUSIC HALL OF FAME BAND

DATE: OCTOBER 26, 2019

CITY, STATE: SAGINAW, TEXAS

PLACE OF ENGAGEMENT: SAGINAW HIGH SCHOOL PARKING AREA

SHOWTIMES: 3:30PM TCMHOF BAND / 4:00PM TG SHEPPARD (APPROX TOTAL TIME 2 HOURS)

WAGES AGREED UPON IN U.S. DOLLARS: \$16,500.00 + 2 HOTEL ROOMS FOR FRIDAY NIGHT (SOUND CREW) plus 2 HOTEL ROOMS FOR FRIDAY & SATURDAY NIGHT FOR ARTISTS.

TYPE OF SHOW: FESTIVAL – OUTDOOR

OTHERS ACTS: ACOUSTIC, TRACK, NO ADDITIONAL BANDS

DEPOSIT OF \$8,250.00 DUE WITH CONTRACT DEPOSIT MADE PAYABLE TO: SHAWNDA RAINS PRODUCTIONS

BALANCE OF \$8250.00 MADE PAYABLE THE DAY OF THE SHOW TO SHAWNDA RAINS PRODUCTIONS. WAGES TO BE PAID BY CASH, CERTIFIED CHECK, OR MONEY ORDER.

CANCELLATION CLAUSE: THIS CONTRACT CANNOT BE CANCELED BY THE PURCHASER. In the event of such PURCHASER cancellation, contract guaranty is to be paid in full. SHAWNDA RAINS PRODUCTIONS reserves the right to cancel this engagement by written notification to the PURCHASER no later than 30 days prior to the engagement. In the event of such ARTIST cancellation, any deposits made will be refunded to the PURCHASER.

LOAD IN TIME: 1:30PM SUPPORT STAFF: A MINIMUM OF (3) QUALIFIED STAGE HANDS MUST BE PROVIDED to assist ARTIST'S load in and set up, plus load out following the performance.

SHAWNDA RAINS PRODUCTIONS AGREES TO PROVIDE ALL SOUND (PA & MONITORS), COVERED MOBILE STAGING (20X24), and LIGHTING FOR THE EVENT FROM 9:00AM TO 5:30PM. Sound and Staging will be set up on Friday, October 25th. BUYER must provide security on Friday evening October 25th for sound and staging.

RIDER ATTACHED IS HEREBY MADE A PART OF THIS CONTRACT.

PURCHASER: CITY OF SAGINAW

ARTIST: TG SHEPPARD

TEXAS COUNTRY MUSIC HALL OF FAME BAND

REPRESENTED BY: SHAWNDA RAINS PRODUCTIONS

X _____

X _____

Any changes made to this agreement without approval by agency or artist's representative may deem this agreement null and void. Shawnda Rains Productions acts herein as agent for Artist and assumes no liability hereunder.

TG SHEPPARD
& The Texas Country Music Hall of Fame Band
2019

CONTRACT RIDER & PRODUCTION REQUIREMENTS

This rider is hereby made part of this contract and must be signed by the buyer along with the actual contract. We are aware that all events are different and we will be GLAD TO DISCUSS ANY CHANGES OR MODIFICATIONS THAT YOU MAY NEED TO MAKE TO THE RIDER for your particular event. Please feel free to contact us with any questions you might have. Thank you.

This rider is hereby made a part of this contract dated February 27, 2019 between **T.G. SHEPPARD ENTERPRISES** and the **TEXAS COUNTRY MUSIC HALL OF FAME BAND per SHAWNDA RAINS PRODUCTIONS** (herein referred to as **ARTIST**) and **CITY OF SAGINAW per JANICE ENGLAND** (herein referred to as **BUYER**) for the performance(s) dated **OCTOBER 26, 2019**.

BUYER understands that all of the items requested below are necessary in order that **ARTIST** can provide the best possible show for the **BUYER**.

1) BILLING:

ARTIST is to receive 100% sole headline billing. In multi-artist shows, **ARTIST** is to receive top billing with all other performers. **BUYER** must use photo as provided with press kit in all advertising. **BUYER** shall make security deposit as specified on the contract in the form of a check payable to Shawnda Rains Productions at 415 West Main Street, Denison, TX, 75020. Please include the date of performance with your payment. **BUYER** shall not have the right to announce, advertise, promote, or sell tickets until the security deposit is accepted by Shawnda Rains Productions. Balance of the contract shall be paid the day of the show in form of cash or check payable to Shawnda Rains Productions.

2) PUBLICITY:

All interviews, special promotions, or questions regarding publicity should be directed to **ARTIST's** Management: Shawnda Rains Productions – 415 West Main Street, Denison, Texas, 75020. (903)-436-4152
shawnda@shawndarains.com.

3) COMPLIMENTARY TICKETS:

Eight (6) complimentary tickets or backstage passes of the highest priority are to be made available to **ARTIST** for each performance. If **ARTIST's** representation does not request these tickets one hour prior to show time, these tickets may be put on sale.

4) BACKSTAGE PASSES:

ARTIST will provide backstage passes for all our personnel. **BUYER** should provide backstage passes for use by **ARTIST** for guests and crew.

5) DRESSING ROOMS:

BUYER agrees to furnish ~~three (3) separate~~ ^{ONE} properly heated and air-conditioned dressing room. ^{TO BE USED BY} ~~One (1) for ARTIST's~~ female band members, ~~one (1) for ARTIST's~~ male band members, and ~~one (1) for ARTIST.~~ ^{ONE} These dressing rooms should be equipped with clean lavatory facilities, clean towels, and mirrors located close to the stage. of

6) HOTEL ACCOMMODATIONS AND GROUND TRANSPORTATION:

BUYER agrees to provide hotel accommodations for the **ARTIST** and **ARTIST's** band, including two (2) rooms for **SOUND CREW** on Friday eveing and one (1) rooms with double beds and one (1) deluxe suite with a king size bed for Friday and Saturday nights for Artists. **ARTIST** agrees to furnish internal ground transportation.

7) CATERING:

~~**BUYER** agrees to provide a hot meal for **ARTIST** and all **ARTIST's** crewmembers and **SOUND CREW**. **ARTIST's** representative will contact **BUYER** to work out time and menu. Depending on venue, this meal can be adjusted to suit the situation. **ARTIST's** representative will advise on the exact number of people prior to day of show. Please also have available bottled water, coffee, and soft drink beverages. / Iced down please and six (6) bottles of room temp water.~~ JR

8) MERCHANDISING:

BUYER agrees to provide an area for merchandising including a chair and a table or counter close to the entrance of the performance area. **BUYER** agrees that the merchandise may be sold at no cost to **ARTIST** or **ARTIST's** representation, Shawnda Rains Productions.

Agreed to and accepted by:

BUYER: _____

TITLE: _____

DATE: _____

ARTIST: _____

ARTIST: _____

DATE: _____



City of Saginaw

Meeting Date: 4/2/2019

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

Agenda Items: (12)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action regarding Adoption of Resolution No. 2019-03, approving and Advance Funding Agreement for Non-Traditionally Transportation On-System with the Texas Department of Transportation (TxDOT) addressing local and state cost sharing responsibilities for the construction of a 2 lane overpass of Bailey Boswell over Business 287 consisting of a bridge, retaining walls, paving, grading, drainage, and illumination; and terminating that certain Advance Funding agreement between the City and TxDOT approved April 21, 2015, governing the same project

BACKGROUND/DISCUSSION:

On April 21, 2015 the City Council passed Resolution 2015-04 authorizing the approval of the Advance Funding Agreement for a Non-Traditionally Transportation Project (On-System) for the Bailey Boswell Road and Bridge project at US 287. The agreement outlined the responsibilities of the City of Saginaw and TxDOT in completing the bridge project over US 287 including costs to be borne by each entity.

At the request of TxDOT Administration, the City received a request to terminate the original agreement in its entirety with Amendment #1 and to execute a new agreement in its place. The new agreement is substantially the same except as the previous one except that it clarifies that the City and State will be responsible for their respective cost overruns.

Additionally, the City of Saginaw's cost participation to the State was estimated at \$77,950 under the previous agreement with \$27,950 due upon execution of the agreement and the remaining \$50,000 due before construction starts. The \$27,950 was paid on April 30, 2015. The new agreement does not require payment of the \$50,000 balance.

FINANCIAL IMPACT:

This action has no Financial Impact.

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2019-03 and authorize the execution of Advance Funding Advance Funding Agreement Amendment #1 and Advance Funding Agreement for Non-Traditionally Transportation On-System with the Texas Department of Transportation (TxDOT)

ATTACHMENTS:

Description

Resolution

Bailey-Boswell Bridge AFA Amendment #1

Bailey-Boswell Bridge Draft AFA

**CITY OF SAGINAW
RESOLUTION NO. 2019-**

**A RESOLUTION APPROVING AMENDMENT NO. 1 TERMINATING THE ADVANCE
FUNDING AGREEMENT FOR A NON-TRADITIONALLY TRANSPORTATION
PROJECT (ON-SYSTEM) APPROVED BY REOLUTION 2015-04 AND APPROVING
AN ADVANCE FUNDING AGREEMENT FOR A NON TRADITIONALLY
TRANSPORTATION PROJECT (ON-SYSTEM) THROUGH THE TEXAS
DEPARTMENT OF TRANSPORTATION IN REGARD TO THE NEW OVERPASS
BRIDGE AT BAILEY-BOSWELL ROAD AND BUSINESS US-287 IN SAGINAW**

WHEREAS, the City of Saginaw has approved the Bailey-Boswell Road and Bridge project; and

WHEREAS, the City of Saginaw approved Resolution 2015-04 on April 21, 2015 approving an Advance Funding Agreement for a Non-Traditionally Transportation Project (On-System) through the Texas Department of Transportation in regard to the New Overpass Bridge at Bailey Boswell Road and Business US-287; and

WHEREAS, the Texas Department of Transportation has requested that the City of Saginaw approve Amendment No. 1 terminating the agreement and a new Advance Funding Agreement for a Non-Traditionally Transportation Project (On-System) through the Texas Department of Transportation in regard to the New Overpass Bridge at Bailey Boswell Road and Business US-287; and

WHEREAS, the State participation level by the City of Saginaw is \$27,950 having been previously remitted on April 30, 2015.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, THAT:

1.

The City of Saginaw approves Amendment No. 1 terminating the Advance Funding Agreement for a Non-Traditionally Transportation Project (On-System) through the Texas Department of Transportation in regard to the New Overpass Bridge at Bailey Boswell Road and Business US-287 approved on April 21, 2015.

2.

The City of Saginaw approves the Advance Funding Agreement for a Non-Traditionally Transportation Project (On-System) through the Texas Department of Transportation in regard to the New Overpass Bridge at Bailey Boswell Road and Business US-287.

PASSED AND APPROVED THIS 5TH DAY OF FEBRUARY, 2019.

APPROVED

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and City of Saginaw, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on May 4th of 2015 to effectuate their agreement to construct a 2 lane overpass of Bailey Boswell Road over Business US 287 in Saginaw; and,

WHEREAS, it has become necessary to amend that contract;

WHEREAS, Article 4-A, Termination of this Agreement, states the Agreement shall be terminated, A. The Agreement is terminated in writing with the mutual consent of the parties; and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

The original agreement is terminated in its entirety when signed by the last party whose signing makes this amendment fully executed. The agreement is terminated to change the project overruns from responsibility of the State to the Local Government.

2. Signatory Warranty

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

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

TxDOT:		Federal Highway Administration:	
CSJ #	0013-10-082	CFDA No.	20.205
District #	02 - Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250		
Project Name	Saginaw Bailey-Boswell Road	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Non-Traditional Transportation Project On-System

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

WITNESSETH

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement generally described as **New Overpass Bridge at Bailey Boswell road and Business US 287 in Saginaw** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance _____ which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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

TxDOT:		Federal Highway Administration:	
CSJ #	0013-10-082	CFDA No.	20.205
District #	02 - Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250		
Project Name	Saginaw Bailey-Boswell Road	AFA Not Used For Research & Development	

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

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

2. Period of the Agreement

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

3. Scope of Work

Construction of a 2 lane overpass of Bailey Boswell Road over Business US 287 in Saginaw, Texas, and at grade improvements at the intersection, (consist of bridge, retaining walls, paving, grading, drainage, and illumination).

4. Project Sources and Uses of Funds

The total estimated cost of the Project is \$12,323,555.00 as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the

TxDOT:		Federal Highway Administration:	
CSJ #	0013-10-082	CFDA No.	20.205
District #	02 - Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250		
Project Name	Saginaw Bailey-Boswell Road	AFA Not Used For Research & Development	

- Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
 - G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
 - H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - K. The State will not pay interest on any funds provided by the Local Government.

TxDOT:		Federal Highway Administration:	
CSJ #	0013-10-082	CFDA No.	20.205
District #	02 - Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250		
Project Name	Saginaw Bailey-Boswell Road	AFA Not Used For Research & Development	

- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

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6. Amendments

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

7. Remedies

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

8. Utilities

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

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

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11. Architectural and Engineering Services

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

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

12. Construction Responsibilities

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

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

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contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

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

14. Right of Way and Real Property

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

15. Insurance

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

16. Notices

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

Local Government:	State:
City of Saginaw ATTN: Assistant City Manager 333 West McLeroy Blvd Saginaw, Texas 76179	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

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shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

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24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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

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1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

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- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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

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- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance:
The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

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

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

29. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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

31. Single Audit Report

If federal funds are used:

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

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The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

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

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

<u>THE STATE OF TEXAS</u>	<u>THE LOCAL GOVERNMENT</u>
_____ Signature	_____ Signature
Kenneth Stewart _____ Typed or Printed Name	_____ Typed or Printed Name
Director of Contract Services _____ Typed or Printed Title	_____ Typed or Printed Title
_____ Date	_____ Date

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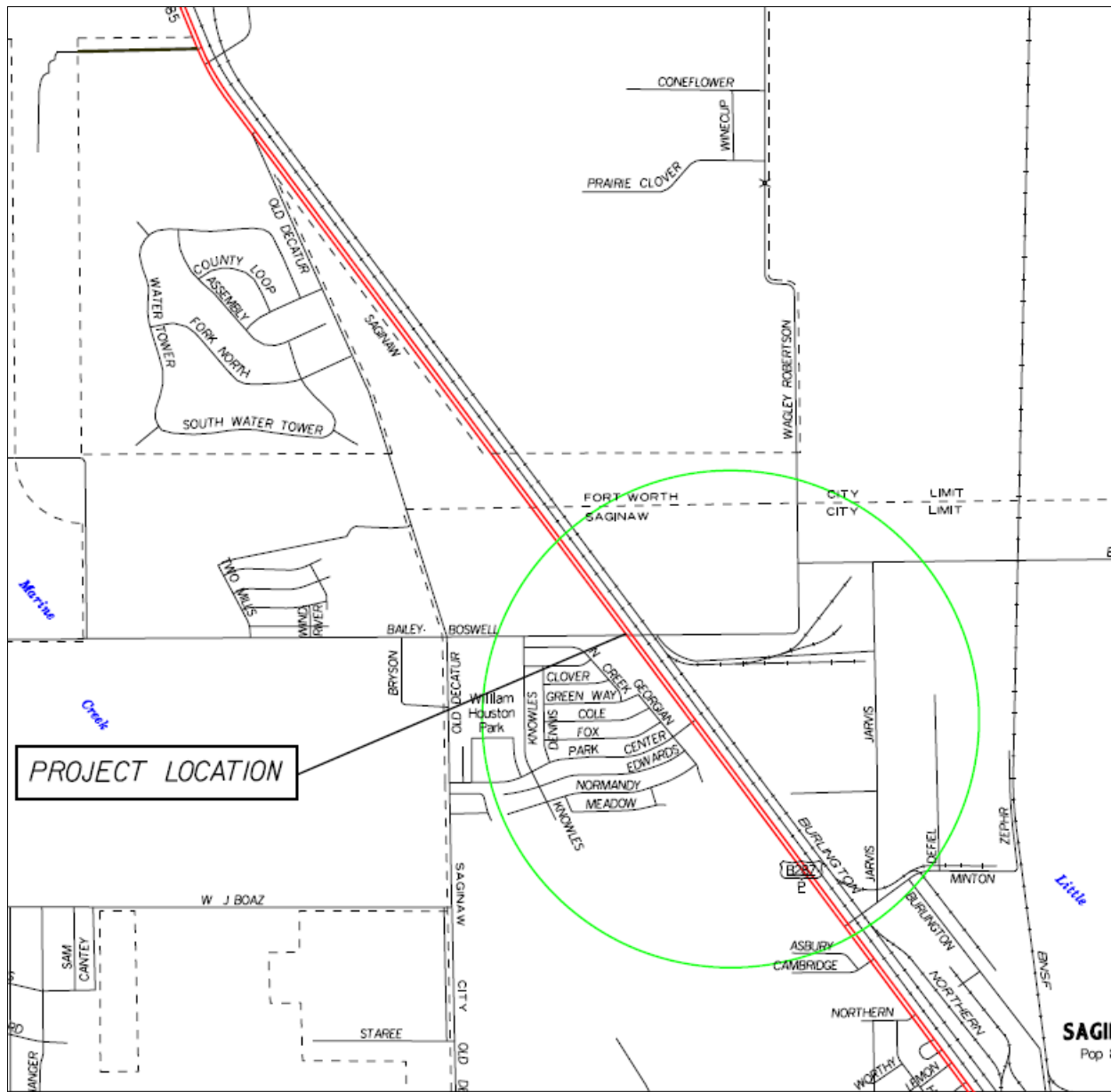
ATTACHMENT A
RESOLUTION OR ORDINANCE

DRAFT

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ATTACHMENT B

LOCATION MAP SHOWING PROJECT



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ATTACHMENT C

PROJECT BUDGET

The Local Government is responsible for 100% of the Engineering, Environmental, and Construction costs including cost overruns. The Local Government is responsible for a fixed amount of funding for Environmental and Engineering Direct State Costs. Once the Local Government's funding reaches the maximum obligated amount, the State will be responsible for cost overruns for these two direct state costs. The State is responsible for Construction Direct State Costs and Indirect State Costs, including overruns.

Description	Total Estimated Cost	Federal Participation	State Participation	Local Participation
		Cost	Cost	Cost
Environmental (by Local Government)	\$11,000	\$0	\$0	\$11,000
Engineering (by Local Government)	\$548,000	\$0	\$0	\$548,000
Construction (by Local Government)	\$11,000,000	\$0	\$0	\$11,000,000
Subtotal	\$11,559,000	\$0	\$0	\$11,559,000
Environmental Direct State Costs	\$550	\$0	\$0	\$550
Engineering Direct State Costs	\$27,400	\$0	\$0	\$27,400
Construction Direct State Costs	\$50,000	\$0	\$50,000	\$0
Indirect State Costs	\$686,605	\$0	\$686,605	\$0
TOTAL	\$12,323,555	\$0	\$736,605	\$11,586,950

The Local Government has paid to the State: \$27,950.00 on 4/30/2015
Payment by the Local Government to the State before construction: \$0.00
Total payment by the Local Government to the State: \$27,950.00.
The total amount of Local Government participation shall not exceed the amount appearing above.



City of Saginaw

Meeting Date: 4/2/2019

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (14)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Report on Sister Cities Program & Myanmar Trip

BACKGROUND/DISCUSSION:

City Manager Reaume will give a presentation on the Sister Cities Program and his recent Myanmar Trip.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Presentation



PROFESSIONAL
FELLOWS

**EXCHANGE
PROGRAM**



GABE REAUME, CITY MANAGER

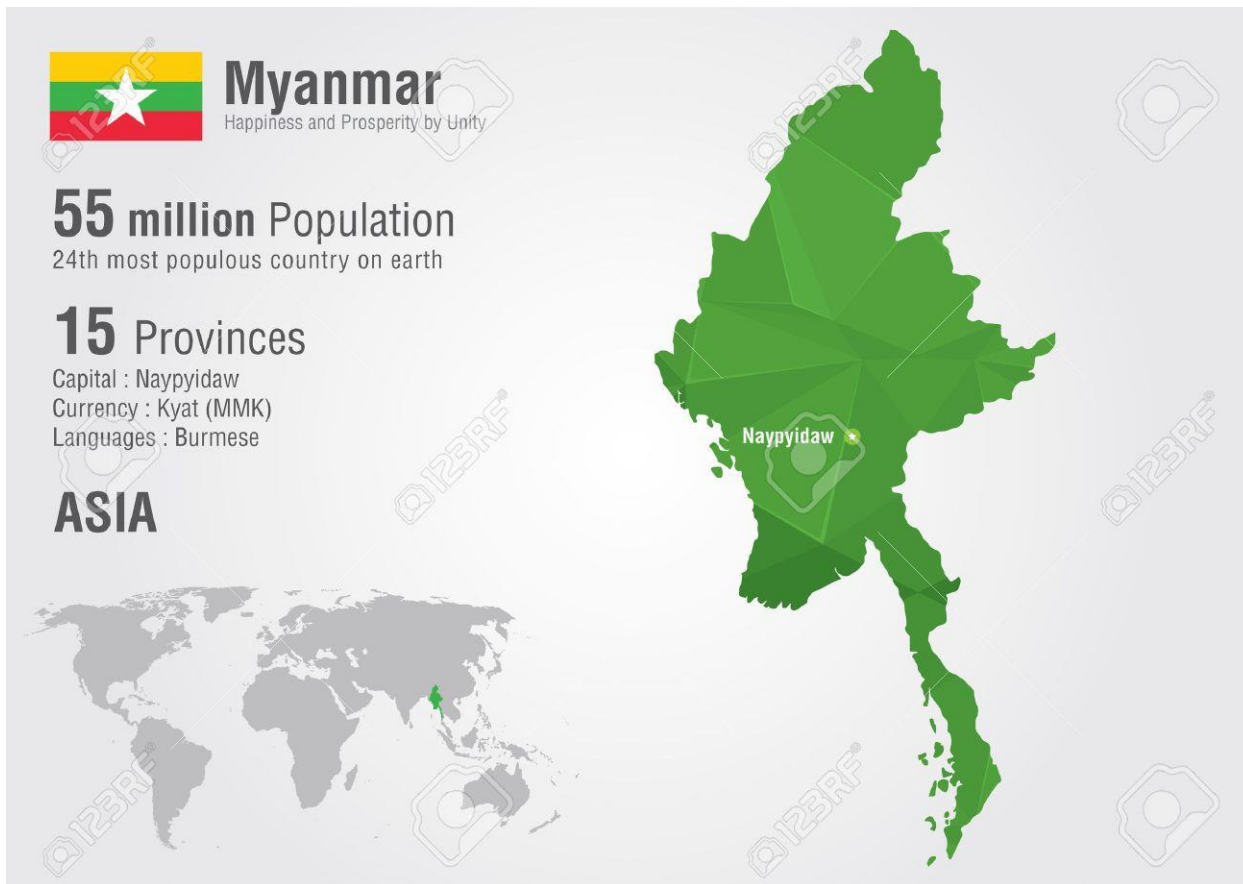
US PROFESSIONAL FELLOWS PROGRAM



- ENHANCE LEADERSHIP AND PROFESSIONAL SKILLS
- BUILD SUSTAINABLE RELATIONSHIPS
 - FIVE 2019 US FELLOWS (2 FROM TEXAS)
- SUPPORT GOVERNANCE
 - MYANMAR IS A VERY NEW DEMOCRACY
- SUPPORT PROFESSIONAL LOCAL GOVERNMENT THROUGH ICMA



MYANMAR IN PICTURES



SISTER CITY PROSPECT MYINMU TOWNSHIP



SISTER CITY PROSPECT MYINMU TOWNSHIP



SISTER CITY PROSPECT MYINMU TOWNSHIP



NEAR MYINMU





YANGON



YANGON



YANGON





NEXT STEPS

- HOST FUTURE YSEALI FELLOWS
 - SAGINAW WAS WELL-KNOWN!
- LEARN TOGETHER & APPRECIATE ONE ANOTHER
 - “BOOKS FOR BURMA”
 - PROFESSIONAL EXCHANGES AND STUDENT HOST PROGRAMS
 - SISTER CITY DESIGNATION RESOLUTION?

SAYA BAR BAR LOVES SAGINAW!





QUESTIONS?