

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING AND WORKSHOP

Meeting, Workshop, and/or Executive Session Agenda

6:00 PM - Tuesday, May 21, 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--Pastor Michael Orr, Saginaw Church of Christ

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

- (a)** Action regarding Approval of Minutes, May 7, 2019--Janice England, City Secretary
- (b)** Action regarding Minutes, May 14, 2019--Janice England, City Secretary
- (c)** Action regarding Ad Valorem Tax Collection Contract with Tarrant County for Tax Year 2019--Kim Quin, Finance Director
- (d)** Action regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn & Associates, Inc. for the E. Cement Creek Drainage Project--Rick Trice, P.E., Director of Public Works

- (5) Presentation of Awards - 2019 Images of Saginaw Photo Contest--Keith Rinehart, Director of Community Services
- (6) Proclamation--Lifeguard Your Child Month--Todd Flippo, Mayor
- (7) Oath of Office for Councilmember Place 5--Janice England, City Secretary

(8) Recess into Workshop

- (9) Young Southeast Asian Leaders Initiative (YSEALI) Report--Khine Yin Htun

- (10) Multi Year Financial Plan Update--Lewis McLain

(11) Reconvene Back into Regular Session

(12) 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

(13) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 5/21/2019

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding minutes, May 7, 2019

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on May 7, 2019 are being presented for approval.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes May 7

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND WORKSHOP
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MAY 7, 2019**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	David Flory
Councilmember	Patrick Farr
Councilmember	Valerie Tankersley
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Andrew Simonsen, 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
Director of Community Svcs.	Keith Rinehart
Human Resource Director	Melanie McManus
Director of Economic Dev.	Alora Wachholz
Library Director	Ellen Ritchie
Chief Building Official	Larry Little
Police Officer	Tyler Stanley

Absent from the meeting:

None

Visitors at the meeting:

Glen Reeves	Laura Moore
Stephanie Wilson	Danny Nguyen
Michael Nguyen	Joseph Nash
Jaxon Davis	Peter Sanjur
Cleto Sanjur	O. Sanjur
Jorge Garza	Kim Traylor
Dana Eldridge	Brad Williams
Drew Cunningham	Stephanie Koshy
Loree Nix-Paris	Scott Paris
Grady Nix II	Carlisa Vera

Cassady Garner
Linda Parker
Ericka Edwards
Jennifer Haynes

Dana Barnes
Janet Fick
Trey Harper
Greg Gerami

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

In the absence of Pastor Sean Reed, Councilmember Bighorse gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, April 16, 2019

b. Action regarding Capital Improvements Advisory Committee Recommendation regarding Land Use Assumptions and Impact Fees

Summary: As set forth in the Local Government Code, the Capital Improvements Advisory Committee meets twice yearly to review the progress of the capital improvements plan and report to the City Council any needed revisions or updates to the land use assumptions, capital improvements plan, and impact fees. The committee met on April 24, 2019 for this purpose. They voted unanimously to advise the City Council that the project expenditures are on schedule and that there is no reason to update the land use assumptions, and the impact fees are valid at this time.

Motion was made by Councilmember Tankersley with a second by Councilmember Farr to approve the Consent Agenda as presented. Motion carried unanimously.

7-0-0-0

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

Against: None

Abstain: None

Absent: None

(5) Proclamation – Apraxia Awareness Day

Mayor Flippo read a proclamation declaring May 14, 2019 to be Apraxia Awareness Day. He presented the proclamation to Ms. Carlisa Vera. Ms. Vera thanked the Council for helping to raise awareness of Childhood Apraxia of Speech.

(6) Proclamation – Brain Cancer Awareness Month

Mayor Flippo read a proclamation declaring the month of May to be Brain Cancer Awareness Month. He presented the proclamation to Scott and Loree Nix-Paris. Ms. Nix-Paris expressed her appreciation to the City Council for raising awareness of brain cancer. She invited everyone to attend this year's Scott Walk on May 19th at 5:00 p.m. The 1.1 mile walk will begin at 1104 Little John Drive.

(7) Presentation of 2018 Texas Achievement in Library Excellence Award from the Texas Municipal Library Directors Association

City Manager Reaume announced that the John Ed Keeter Public Library has been awarded the 2018 Texas Achievement in Library Excellence Award. This award is given by the Texas Municipal Library Directors Association. Only 51 libraries out of 548 Texas public library systems were awarded this honor. Library Director Ritchie briefly explained the criteria that must be met in order to be considered for the award. She expressed her appreciation to the City Council, City Manager and City Staff for their support of the library. Mayor Flippo presented the award to Library Director Ritchie.

(8) Presentation of "Made in Saginaw" Video prepared by Hollenstein Career and Technology Center Media Technology Class and Recognition of Students Involved

Director of Economic Development Wachholz explained that the media technology class at the Hollenstein Career and Technology Center have been working on an economic development video since last fall. The purpose of the video is to showcase Saginaw, local businesses and people who work here. She added that this is the first in a planned series of videos. The "Made in Saginaw" video was shown. She expressed her appreciation to Mr. Jorge Garza (teacher) and the students involved in the video. Mayor Flippo presented certificates of appreciation to Mr. Garza and the students.

(9) Consideration and Action regarding Adoption of the 2018 International Fire Code and the NCTCOG Recommended Regional Amendments

Fire Chief Spears explained that Ordinance No. 2019-09 adopts the 2018 International Fire Code and the NCTCOG recommended regional amendments. He stated that adoption of the ordinance will maintain consistency with the recently adopted 2018 International Building Codes. He explained that the proposed amendments are being submitted with an Option A and an Option B regarding the automatic fire sprinkler requirements. These options specifically define the square footage when the installation of an automatic sprinkler system is required. He explained that his recommendation is Option A in which the threshold is 6,000 sq. ft. for automatic sprinkler requirements. He briefly explained the threshold in effect in surrounding cities.

Motion was made by Councilmember Farr with a second by Councilmember Tankersley to approve Ordinance No. 2019-09, adopting the 2018 International Fire Code and the NCTCOG Recommended Regional Amendments with Option A. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

Note: Councilmember Tucker left the Council Chambers prior to the beginning of Item No. 10.

(10) Consideration and Action regarding Building Improvement Grant (BIG) Request: Community Link

Director of Economic Development Wachholz explained that the City has received its first request for a Building Improvement Grant (BIG). The request is from Community Link Mission in the total amount of \$14,602.62 for costs associated with demolition, façade enhancements, interior renovations, and landscaping. She stated that the primary purpose of the project is to remove the existing house next door to, and owned by, Community Link and to extend their property fence. She added that this request is unique to the intended target of the BIG Program, in that Community Link is a tax exempt 501(c) 3 nonprofit and improvements to their property will not result in added ad valorem tax revenues to the City.

There was a lengthy discussion regarding Community Link's seven zip code service area; the BIG program criteria and dollar amounts that can be awarded. Director of Economic Development Wachholz explained that Section 8.3 of the BIG program policy states that "The City reserves the right to modify the terms and conditions herein at any time, including for any pending application, and may approve a grant on terms and conditions contrary to the guidelines set forth in this policy". There was a discussion regarding the amount requested in the application being more than \$5,000. Director of Economic Development Wachholz stated that the policy allows a maximum grant of \$5,000 for each category of enhancement. She explained that the current balance of the fund for the BIG program is \$15,000. She added that the Council can approve any amount. Following approval, a Chapter 380 Incentive Agreement will be prepared. There was discussion regarding using the balance in the program for this application while there might be other businesses that apply and there would be no remaining funds. She stated that the request from Community Link is the only request that has been submitted. She added that the program, after its approval in December was publicized through the City's website, Facebook, and an article in the Fort Worth Star Telegram. Sending letters about the BIG program to all businesses in the City was suggested. There was more discussion regarding the amount requested and the amount available for the program. Mr. Trey Harper of Community Link briefly explained the items included on their application.

Motion was made by Councilmember Farr to grant a maximum of \$5,000 to Community Link to use at their discretion.

After a brief discussion regarding Community Link being a non profit organization, Councilmember Farr retracted his motion.

Motion was made by Councilmember Farr with a second by Councilmember Copeland to overlook the requirement of the BIG program policy that applicants must be a tax-paying entity. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Tucker

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Flory to authorize \$7,500 for Community Link to use at their discretion for any one or multiple of the three items presented on the application. Motion carried. 4-2-0-1

For: Mayor Flippo, Mayor Pro-Tem Flory, Councilmembers Farr and Copeland
Against: Councilmembers Tankersley and Bighorse
Abstain: None
Absent: Councilmember Tucker

Note: Councilmember Tucker returned to the Council Chambers following the action on Item No. 10.

- (11) Reconsideration and Action regarding the dedication of additional right-of-way to widen Worthy Street at the intersection of North Saginaw Blvd. and Discussion regarding proposed diesel fueling station at this location

Director of Public Works Trice explained this item is a reconsideration of the item denied on April 6, 2019. He gave a brief history of the request and information on the site. He explained that RaceTrac is currently preparing to expand its development on property located on the southwest corner of Worthy Street and U.S. 287/Saginaw Blvd. The purpose of the expansion is to provide a diesel fueling station to supplement their existing business to the south. He stated that in order to accommodate increased pavement loading and turning radii needed for larger vehicles, the staff has requested and RaceTrac has agreed to the reconstruction of Worthy Street to a 40-foot-wide concrete pavement extending from U.S. 287/Saginaw Blvd. to the west property line of RaceTrac's property. The right-of-way required for the expansion of the roadway will be taken from the RaceTrac property. He added that the Subdivision Ordinance only requires a 35-foot roadway. He also added that RaceTrac has agreed to reconstruct that portion of Worthy Street to a 9-inch concrete roadway which exceeds current standards.

Mr. Drew Cunningham with RaceTrac Petroleum gave a brief presentation regarding their plans for the diesel fueling station and the reconstruction of the roadway. There was a lengthy discussion of the businesses across the road from the proposed fueling station as well as a Specific Use Permit request to sell trucks that was denied in the past. There was discussion regarding when the Police Department and Fire Department were made aware of RaceTrac's intention to construct a diesel fueling station and their involvement in the review process. Director of Public Works Trice stated that the property is zoned appropriately for a diesel fueling station.

Mayor Flippo declared the meeting recessed into Executive Session at 7:12 p.m.

Mayor Flippo declared the meeting back in Regular Session at 7:38 p.m.

Councilmember Farr explained that he had several questions regarding the request.

Councilmember Tankersley "called the question". Councilmember Bighorse seconded. Motion passed. 5-2-0-0

For: Mayor Pro-Tem Flory, Councilmembers Tankersley, Tucker, Bighorse, and Copeland
Against: Mayor Flippo and Councilmember Farr
Abstain: None
Absent: None

Motion was made by Councilmember Tankersley with a second by Councilmember Bighorse to accept the dedication of the right-of-way to widen Worthy Street at the intersection of N. Saginaw Blvd. from RaceTrac. Motion carried. 6-1-0-0

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

Against: Councilmember Farr

Abstain: None

Absent: None

(12) Recess into Workshop

Mayor Flipppo declared the meeting recessed into workshop at 7:40 p.m.

(13) Public Art Policy Discussion

Director of Economic Development Wachholz explained that the purpose of tonight's discussion regarding a public art policy is to get direction from the City Council on whether to proceed with the preparation of a formal policy. She gave a power point presentation and explained the next steps in the process if the Council chooses to proceed with a policy. Director of Community Services Rinehart stated that the Keep Saginaw Beautiful Committee has discussed a public art policy and is very receptive to the ideal. He gave a power point presentation of examples of public art in other cities. The members of the City Council concurred to proceed with a preparation of a public art policy.

(14) Reconvene in Regular Session

Mayor Flipppo declared the meeting back in regular session at 7:54 p.m.

(15) 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

(16) Adjournment

Motion was made by Mayor Pro-Tem Flory with a second by Councilmember Tankersley to adjourn the meeting. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of May 7, 2019 adjourned at 7:55 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 5/21/2019

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(b)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding minutes, May 14, 2019

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on May 14, 2019 are being presented for approval.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes 5-14-19

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MAY 14, 2019**

Present at the meeting:

Mayor	Todd Flippo
Councilmember	Valerie Tankersley
Councilmember	Charles Tucker
Councilmember	Mary Copeland
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.
Police Chief	Lee Howell

Absent from the meeting:

Mayor Pro-Tem	David Flory
Councilmember	Patrick Farr
Councilmember	Cindy Bighorse
City Attorney	Bryn Meredith
City Engineer	Andrew Simonsen, P.E.
Fire Chief	Doug Spears
Director of Community Svcs.	Keith Rinehart
Human Resource Director	Melanie McManus
Director of Economic Dev.	Alora Wachholz
Library Director	Ellen Ritchie

Visitors at the meeting:

Malinda Julien	Jon Julien
Mary Ragle	Kenneth Haney
William Barngrover	Khine Yin Htun

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Mayor Flippo gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consideration and Action regarding Resolution No. 2019-10, Canvassing Returns and Declaring Results of General Election held on May 4, 2019

City Secretary England stated that Resolution No. 2019-10 canvasses the returns and declares the results of the General Election held on May 4, 2019. She explained that there were 463 voters (3.5% of the 13,237 registered voters in Saginaw) that cast votes and the official returns are as follows.

Councilmember Place 1

Shawn Morrison	145 votes
Charles E. Beasley	189 votes
Gregory Gerami	62 votes

Councilmember Place 3

Valerie Tankersley	351 votes
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Councilmember Place 5

Christie Noone	150 votes
Cindy Bighorse	286 votes

Motion was made by Councilmember Tankersley with a second by Councilmember Tucker to approve Resolution No. 2019-10 as presented. Motion carried unanimously. 4-0-0-3

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

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory, Councilmembers Farr and Bighorse

(5) Consideration and Action regarding Resolution No. 2019-11, Calling for a Runoff Election for Councilmember Place 1

City Secretary England stated that Resolution No. 2019-11 calls a runoff election for Councilmember Place 1. She explained that, per the City Charter, the City elects by majority which means that a candidate must receive over 50% of the vote in order to be elected. None of the three candidates received over 50% for Councilmember Place 1. Therefore, a runoff election is necessary between the two candidates receiving the most votes. Those two candidates are Shawn Morrison and Charles E. Beasley. The runoff election will be held on Saturday, June 8th at the Fire Station 1-Training. Early voting will be held May 28th through June 4th at the EMS-ISD Administration Building 6-Training Room.

Motion was made by Councilmember Tucker with a second by Councilmember Tankersley to approve Resolution No. 2019-11 as presented. Motion carried unanimously. 4-0-0-3

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

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory, Councilmembers Farr and Bighorse

- (6) Consideration and Action regarding Ordinance No. 2019-10, Canvassing Returns and Declaring Results of a Special Election for the Purposes of Submitting to the Voters Propositions to amend the Saginaw Home Rule Charter

City Secretary England stated that Ordinance No. 2019-10 canvasses and declares the results of a Special Election for the purposes of submitting to the voters propositions to amend the Saginaw Home Rule Charter. There were a total of seventeen (17) propositions as listed in Ordinance No. 2019-10. Voters approved all seventeen propositions.

Motion was made by Councilmember Tankersley with a second by Councilmember Copeland to approve Ordinance No. 2019-10 as presented. Motion carried unanimously. 4-0-0-3

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

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory, Councilmembers Farr and Bighorse

- (7) Consideration and Action regarding Resolution No. 2019-12, Canvassing Returns and Declaring Results of a Special Election to Determine Whether the Voters desire to Continue a Sales and Use Tax at the Rate of One-Eighth of One Percent to provide Revenue for the Maintenance and Repair of Existing Municipal Streets

City Secretary England stated that Resolution No. 2019-12 canvasses the returns and declares the results of a Special Election to determine whether the voters desire to continue a Sales and Use Tax at the rate of one-eighth of one percent to provide revenue for the maintenance and repair of existing municipal streets. Voters approved the continuation with 360 voting in favor and 66 voting against.

Motion was made by Councilmember Tankersley with a second by Councilmember Tucker to approve Resolution No. 2019-12 as presented. Motion carried unanimously. 4-0-0-3

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

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory, Councilmembers Farr and Bighorse

(8) Oath of Office for Councilmember Place 3 and Councilmember Place 5

Mayor Flippo explained that Councilmember Place 5, Cindy Bighorse will be given the oath of office at the May 21st City Council Meeting.

City Secretary England administered the oath of office for Councilmember Place 3, Valerie Tankersley. Councilmember Tankersley was presented with a Certificate of Election.

(9) Adjournment

Motion was made by Councilmember Tucker with a second by Councilmember Tankersley to adjourn the meeting. Motion carried unanimously. 4-0-0-3

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

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory, Councilmembers Farr and Bighorse

Mayor Flippo declared the City Council Meeting of May 14, 2019 adjourned at 6:09 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 5/21/2019

Staff Contact: Kim Quin
Finance Director

Agenda Items: (4)(c)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Action regarding Ad Valorem Tax Collection Contract with Tarrant County for Tax Year 2019

BACKGROUND/DISCUSSION:

The City has contracted with Tarrant County for the collection of ad valorem taxes for many years. The use of Tarrant County for city, school, county, and special districts tax collection provides an economy of scale and ultimate savings to our customers. The proposed contract is for the tax year 2019, which is our 2019/2020 fiscal year. The collection rate in the proposed contract is \$.98 per account (the same amount charged per account for the last two years). State law requires the county to charge taxing entities the actual cost for tax collection. Tarrant County handles all services related to billing and collecting our taxes.

FINANCIAL IMPACT:

The financial impact will be \$.98 per account. The number of accounts will be based on the 2018 tax year. The total estimated cost is \$10,330.18.

RECOMMENDATION:

Staff recommends approval of the ad valorem tax collection contract with Tarrant County for the tax year 2019.

ATTACHMENTS:

Description

Ad Valorem Tax Collection Contract

COUNTY OF TARRANT

§
§

Agreement for the Collection of Taxes

Agreement made this ____ day of _____, 2019, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Saginaw hereinafter referred to as **City**, whose address is PO Box 79070, Saginaw, TX 76179.

PURPOSE OF AGREEMENT

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

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

I.

SERVICES TO BE PERFORMED

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

II.

REPORTS

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

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

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

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year
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III.

COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety-eight cents (\$0.98) per account located within Tarrant County, and two-dollars (\$2.00) per account located outside Tarrant County. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be

received from the City by **February 28 of each contract year**. The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

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

V.
TAX RATE REQUIREMENT

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

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

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

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

VII.
DEPOSIT OF FUNDS

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

VIII.
INVESTMENT OF FUNDS

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

IX.
REFUNDS

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

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

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

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

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

X.
DELINQUENT COLLECTIONS

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

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

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

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect through the 2021 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

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

XIII.

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

BY: _____ **DATE** _____
WENDY BURGESS
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
WGBurgess@tarrantcounty.com

FOR: City of Saginaw

BY: _____ **DATE** _____
TITLE: _____
EMAIL: _____

FOR TARRANT COUNTY:

BY: _____ **DATE** _____
B. GLEN WHITLEY
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ **DATE** _____
CRIMINAL DISTRICT ATTORNEY'S OFFICE*

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



City of Saginaw

Meeting Date: 5/21/2019

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 Authorization of an Individual Project Order (IPO) with Kimley-Horn & Associates, Inc. for the E. Cement Creek Drainage Project

BACKGROUND/DISCUSSION:

The 2018-19 Budget included funds for the E. Cement Creek Drainage Project. The recommended IPO will provide for plans and specifications for approximately 1,300 linear feet of drainage channel from McLeroy to Opal Street. A proposed culvert crossing at McLeroy Boulevard is also included. The project's construction is expected to be phased over two years beginning in Fiscal Year 2019-20. Only Bidding and Construction Phase Services for the first phase is included in the recommended IPO.

The total lump sum fee is \$329,100 and is broken down as follows:

Basic Services		
Task 1	Design Phase Services	\$270,000
Task 2	Bidding Phase Services-Phase 1 Only	\$4,000
Task 3	Construction Phase Services-Phase 1 Only	\$25,000
Task 4	Topographic Survey	\$24,900
Task 5	Geotechnical Analysis	\$5,200
Total for Basic Services		\$329,100

FINANCIAL IMPACT:

The total financial impact will be \$329,100. Funds in the amount of \$425,000, is budgeted for the Design of the E. Cement Creek Drainage ((Drainage Fund, Account 14-7000-00-00, Capital Outlay/Special Request).

RECOMMENDATION:

It is recommended that the IPO with Kimley-Horn be approved in an amount not to exceed \$329,100 for the

Design of the E. Cement Creek Drainage.

ATTACHMENTS:

Description

KHA IPO

Budget Information

INDIVIDUAL PROJECT ORDER NUMBER – **East Cement Creek Drainage Improvements Phase 2**

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: **East Cement Creek Drainage Channel Improvements Phase 2**

Project Understanding:

The Consultant will provide professional engineering services for the design of approximately 1,300 linear feet of drainage channel. It is anticipated that the project will be constructed in two (2) phases. This Scope includes preparing construction plans and contract documents for both Phases. The Consultant will perform bidding and construction phase services for Phase 1 Only.

A detailed Scope of Services is provided below:

Scope of Services

Task 1: Design Phase Services

As part of this task, the following subtasks will be performed:

- A. Perform general project management related tasks such as routine communication with the Client, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule.
- B. Conduct up to three (3) site visits to observe pre-construction conditions, review topographic features, and to review the design performed as part of this task prior to bidding the project.
- C. Prepare for, attend and conduct up to three (3) project meetings with the Client to discuss the design/project.
- D. Design approximately 1,300 linear feet of drainage channel. The alignment of the channel will generally be located in the same location of the existing channel. The Consultant will design the channel to convey the 100-year storm event. It is anticipated the channel will be a concrete lined section.
- E. Design a new culvert crossing at McLeroy Blvd. The culvert will be designed to convey the 100-year storm event.
- F. Delineate the drainage area basin contributing runoff to the drainage system located within the project limits. The delineation will be based upon two (2) foot contours provided by the Client and by information gathered during the site visits. The drainage area basin will be shown on the Drainage Area Map.
- G. Drainage calculations will be developed and included in the construction plan set. The drainage calculations will include storm drain hydraulic grade line calculations (HGLs), inlet calculations, and runoff calculations based upon the Rational Method. The Consultant will use the hydraulic model prepared as Phase 1 to hydraulically size the proposed channel. The output of the channel will be

noted on the plans. The Consultant will not prepare a separate drainage report/study as part of this Scope of Services.

- H. The Consultant will prepare a design to relocate the sanitary sewer line along the channel, if necessary.
- I. The Consultant will evaluate and coordinate with the City regarding franchise utilities and public water and sanitary sewer locations along the channel.
- J. Prepare right of entry letters to enter the property for construction activities. Preparation of individual legal documents (easements) will be considered Additional Services.
- K. The Consultant will perform a site visit and document any environmental impacts that need to be considered during construction. It is anticipated the channel will use a non-notification nationwide permit. Preparation of an individual permit will be considered Additional Services.
- L. The Consultant will prepare construction plans (full size) for the project. It is anticipated that the project will be bid in two (2) phases. This Task includes preparing two (2) bid packages. It is anticipated the following sheets may be included in the construction plans:
 - 1. Cover Sheet – 1 Sheet
 - 2. General Notes – 1 Sheet
 - 3. Index Sheet – 1 Sheet
 - 4. Dimensional Control – 2-3 Sheets
 - 5. Channel Plan/Profile Sheets (1"=20' scale) – 4-6 Sheets
 - 6. Culvert Plan/Profile Sheets – 2-3 Sheets
 - 7. Typical Sections – 1 Sheet
 - 8. Cross Sections (every 25' and at channel convergence points) – 7-8 Sheets
 - 9. Drainage Area Maps – 1-2 Sheets
 - 10. Drainage Calculations – 2-3 Sheets
 - 11. Wall Plan and Profile (if needed)
 - 12. Sanitary Sewer Sheets, if necessary
 - 13. Erosion Control Sheet – 2-3 Sheets
 - 14. Standard Construction Details for Drainage System
 - 15. General Construction Details – 2 Sheets
 - 16. TxDOT Details (where appropriate)
- M. The Consultant will prepare 60% construction plans and a 60% Opinion of Probable Construction Cost (OPCC). Kimley-Horn will submit the 60% construction plans to the Client for review and comment.
- N. The Consultant will address the 60% comments and prepare 90% construction plans.
- O. The Consultant will prepare 90% construction plans and a 90% OPCC. The Consultant will submit the 90% construction plans to the Client for review and comment.
- P. The Consultant will address the 90% comments and prepare final construction plans. A final OPCC will be prepared and provided to the Client.
- Q. The Consultant will prepare contract documents and project specifications for the project. It is anticipated the Client will use the North Central Texas Council of Government's (NCTCOG) standard contract documents.

Meetings:

- Kickoff Meeting
- 60% Plan Review Meeting
- 90% Plan Review Meeting

Deliverables:

- Up to five (5) copies of the 60% Construction Plans (11"x17") – both Phases
- Up to five (5) copies of the 90% Construction Plans (11"x17", 22"x34") – both Phases
- Up to ten (10) copies of the Final Construction Plans (11"x17", 22"x34") and Contract Documents (8.5"x11")

Task 2: Bidding Phase Services-Phase 1 Only

- A. The Consultant will assist the Client in bidding the project. This task includes assisting the Client with advertising the project in the local newspapers or electronically through CivCast (fees to be paid by the Client as a part of this Task), answering questions from the bidders during the bidding process, issuing addendums (when appropriate), attending the bid opening, preparing the bid tabulations, reviewing the qualifications/previous project experience provided by the apparent low bidder, and provide a summary of bid/bidder evaluation to the Client. It is anticipated that this project will be constructed in two (2) phases. This Task includes going through the bidding process for Phase 1 only. Additional bidding will be considered Additional Services.

Meetings:

- Bid Opening
- Attending one (1) Council meeting

Deliverables:

- Bid Tabulation
- Notice of Award Letter

Task 3: Construction Phase Services-Phase 1 Only

This task includes the Consultant performing Construction Phase Services for the project. This task may include the following subtasks. The budget for this task is based upon 120 hours of effort per bidding phase. Exceeding the 120 hours budgeted will be considered Additional Services.

- A. Pre-Construction Conference. The Consultant will conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- B. Visits to Site and Observation of Construction. The Consultant will provide on-site construction observation services during the construction phase. The Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by the 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 the Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, the Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant will keep Client informed of the general progress of the Work.

- C. The purpose of the Consultant's site visits will be to enable the 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. The 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 the 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, the 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.
- D. 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, the Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- E. 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.
- F. 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.
- G. 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.
- H. Substitutes and "or-equal." 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.
- I. 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. The Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- J. 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, the 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.

- K. Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, the Consultant will determine the amounts that the 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.
- L. By recommending any payment, the 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 the Consultant in this Agreement. It will also not impose responsibility on the 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.
- M. 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, the Consultant considers the Work substantially complete, the Consultant will notify Client and Contractor.
- N. 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 the Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to the Consultant upon which it is entitled to rely.
- O. 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. The Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- P. Prepare record drawings provided by the Contractor and the Client to the Consultant.

Task 4: Topographic Survey

The Consultant, through the subconsultant, will provide topographic survey (approximately 1,300 linear feet) along the project limits. The survey will extend 20' beyond the channel easement. Other subtasks included in the scope are as follows:

- A. Establish horizontal control points.
- B. Establish a vertical control benchmark circuit as needed throughout the project.
- C. Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.
- D. Perform a survey to identify and locate existing topographic elements within the corridor including, but not limited to the following:
 - Property corner monumentation
 - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Driveways
 - Existing storm drain inlets, manholes, junction boxes (including culvert sizes and invert elevations)
 - Outfalls and erosion control
 - Trees and Tree Roots
 - Existing driveway culverts and swales
 - Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Signs (excluding temporary signs)
 - Buildings and permanent structures
 - Retaining walls
 - Landscaping
 - Fence limits and material types (excluding temporary fences)
 - Other applicable physical features that could impact design
- E. Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks.
- F. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field and an ASCII coordinate file of the points located in the field.

Task 5: Geotechnical Analysis

The Consultant, through its subconsultant, will provide geotechnical testing services of subsurface conditions (within the project limits). The geotechnical analysis will identify the types of soils present and subsurface soil conditions. No more than three (3) will be performed to determine the soil conditions. The geotechnical engineer will recommend a pavement section to be relied upon in the design. A geotechnical study will be provided to the Client for their records.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- A. Construction staking (anticipated to be performed by the contractor);
- B. Preparation of permits for various agencies, which include the Federal Emergency Management Agency (FEMA) and the United States Army Corps of Engineers (USACE), other than what is described in the Scope;
- C. Development of Storm Water Pollution Prevention Plan/NOI;
- D. Hydraulic or Hydrologic modeling, other than what is described in the Scope;
- E. Assisting with property or easement acquisition;
- F. Preparation of right of way or easement documents;
- G. Additional design milestone submittals other than 60%, 90% and Final;
- H. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above;
- I. Preparation and/or design of landscape and/or irrigation plans;
- J. Preparation of a tree inventory or tree mitigation plan;
- K. Preparation and/or design of traffic control, pavement marking, or other traffic safety plans (other than what is described in the Scope);
- L. Assist the City as an expert witness in litigation and in connection with the project or in hearings before approving and regulatory agencies; and
- M. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor.

Schedule:

Work will begin upon receipt of Notice to Proceed from the Client and will be completed in a mutually agreed upon schedule.

Terms of compensation:

The Consultant will perform the services in Tasks 1 – 5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Basic Services:

Task 1	Design Phase Services	\$ 270,000
Task 2	Bidding Phase Services-Phase 1 Only	\$ 4,000
Task 3	Construction Phase Services-Phase 1 Only	\$ 25,000

Task 4	Topographic Survey	\$ 24,900
Task 5	Geotechnical Analysis	\$ 5,200
Total for Basic Services:		\$ 329,100

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

ACCEPTED:

CITY OF SAGINAW, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Gabe Reaume
City Manager

BY:  _____
Scott R. Arnold, P.E.
Vice President

DATE: _____

DATE: May 3, 2019

**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: 5/21/2019

Staff Contact: Keith C. Rinehart
Director of Community Services

Agenda Items: (5)

E-mail: krinehart@saginawtx.org

Phone: 817-230-0351

SUBJECT:

Presentation of Awards - 2019 Images of Saginaw Photo Contest

BACKGROUND/DISCUSSION:

The Saginaw Community Services Department recently held the "6th Annual Images of Saginaw Photo Contest". The criteria for the contest, categories, and winners are included in the attachment.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Council Communique



Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community Services

Date: City Council Meeting – May 21, 2019

ITEM:

Presentation of Awards to Recipients of the “Images of Saginaw” Photo Contest

BACKGROUND INFORMATION:

The Saginaw Community Services Department held the "6th Annual Images of Saginaw Photo Contest". We had four categories for interested contestants to participate in. The criteria stated that all photos must be taken within the city limits of Saginaw, Texas. This year, we had 35 participants taking part. Categories ranged from the following:

- **Saginaw Scenes:** Nature, landscapes, architecture, transportation, etc...
- **Saginaw People/Activities:** Sporting events, city functions, people at work, portraits
- **Saginaw Animals**
- **Spirit of Saginaw:** Photos that best represent the spirit of our great community.
- **Best of Show**

RECOGNITION OF 2019 AWARD WINNERS

- **THE SPIRIT OF SAGINAW:** “Rings of Honor” by Mary Rather
- **SAGINAW SCENES:** “Spring Saginaw Morning” by Anthony Clark
- **SAGINAW ANIMALS:** “Yellow jacket on Mexican Hat” by Tom Savage
- **SAGINAW PEOPLE/ACTIVITIES:** “Saginaw City Boys” by Anthony Clark
- **BEST OF SHOW:** “Spring Saginaw Morning” by Anthony Clark

Thank you,
Keith Rinehart, Director of Community Services

2019 Images of Saginaw

Photo Contest



IMAGES OF SAGINAW

PHOTO CONTEST



SUBCATEGORIES

- **Saginaw Scenes:** Nature, landscapes, architecture, transportation, etc...
- **Saginaw People/Activities:** Sporting events, city functions, people at work, portraits
- **Saginaw Animals**
- **The Spirit of Saginaw:** Photos that best represent the spirit of our great community

ENTRY FORM

Name: _____
Address: _____
City: _____ Zip Code: _____
Phone (H): _____ (C): _____
Email: _____
Category: _____
Subject Location: _____
Name of Entry: _____

Subjects must be located within the city limits of Saginaw, Texas. Photos taken outside the city limits of Saginaw will not be considered. The Images of Saginaw Photo Contest is open to everyone including professionals, amateurs and people of all ages. Non-residents and city employees are eligible. Contest organizers and judges are not.



GUIDELINES

- No more than five (5) entries per person.
- Deadline for entries is 9:00 p.m. on Saturday, March 31, 2019 at the Saginaw Recreation Center.
- **All entries must be matted.**
- Mats must be sized between 5x7 and 11x14.
- All entries are FREE.
- An entry form must be attached to each entry.
- Photos must be taken from January 1, 2018 & March 31, 2019.
- The City of Saginaw accepts no responsibility for loss or damage.
- **PHOTOGRAPHERS MUST INDICATE A CATEGORY FOR EACH PHOTO ENTERED.**
- Winners will be notified by phone or email.
- Entries may be color or black & white.
- All categories are eligible for "Best of Show".
- Entries will be judged and displayed at the Saginaw Recreation Center based on results.
- **Images become the property of the City of Saginaw at the completion of the contest and can be used for marketing purposes.**

Mail or Deliver Entries to:

Saginaw Recreation Center
ATTN: Images of Saginaw
633 West McLeroy Blvd.
Saginaw, Texas 76179

For More Information:

Call: 817-230-0350 or
Email: info@saginawtx.org

2019 Images of Saginaw

CATEGORY: Saginaw Scenes



“Spring Saginaw Morning” by Anthony Clark

2019 Images of Saginaw

CATEGORY: Saginaw Animals



Yellow Jacket on Mexican Hat” by Tom Savage

2019 Images of Saginaw

CATEGORY: Saginaw People



“Saginaw City Boys” by Anthony Clark

2019 Images of Saginaw

CATEGORY: Spirit of Saginaw



"Rings of Honor" by Mary Rather

2019 Images of Saginaw

CATEGORY: Best of Show



“Spring Saginaw Morning” by Anthony Clark

Images of Saginaw

Photo Contest



Congratulations!



City of Saginaw

Meeting Date: 5/21/2019

Staff Contact: Keith C. Rinehart
Director of Community Services

Agenda Items: (6)

E-mail: krinehart@saginawtx.org

Phone: 8172300351

SUBJECT:

Proclamation--Lifeguard Your Child Month

BACKGROUND/DISCUSSION:

Mayor Flippo will read a proclamation declaring the month of June to be “Lifeguard Your Child Month” in the City of Saginaw.

Those in Attendance:

- Kandra Torrence (Safe Kids-North Texas)
- Jennifer Blick (Off the Deep End Aquatics)
- Vickie Weldon (City of Saginaw Recreation/Aquatic Supervisor)

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Council Communique



Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community Services

Date: City Council Meeting – May 21, 2019

ITEM:

Proclamation—Lifeguard Your Child Month

BACKGROUND INFORMATION:

Mayor Flipppo will read a proclamation declaring the month of June to be “Lifeguard Your Child Month” in the City of Saginaw.

ATTACHMENTS

- Proclamation—Lifeguard Your Child Month

Thank you,
Keith Rinehart, Director of Community Services

Office of the Mayor

Proclamation

City of Saginaw

WHEREAS, Drowning is the leading cause of accidental death for children ages 1 to 4 across the nation; and

WHEREAS, It only takes seconds for a drowning to occur. It is imperative that adults not be distracted when they are the designated adult watching children near or in water; and

WHEREAS, We ask all parents and caregivers to Lifeguard Your Child™ when they are near or in water.

WHEREAS, The Lifeguard Your Child Campaign™ is an initiative of Safe Kids North Texas led by Cook Children's Health Care System, put into place to help prevent child injury and death. Lifeguard Your Child™ is being implemented across the city of Saginaw. Participating local agencies include Off the Deep End Aquatics and Saginaw Parks and Recreation.

WHEREAS, The goal of increased awareness and understanding by caregivers, policy makers and the public at large regarding the possible dangers around all water environments; will aid in the prevention of further child deaths.

WHEREAS, Engaging Saginaw as a partner with Safe Kids North Texas in The Lifeguard Your Child™ regional campaign; increases the reach of this year-round effort to provide ongoing education and awareness to protect children from drowning. It is for this cause that the above named agencies have joined together to advocate for drowning prevention, education, awareness and support for the community of Saginaw, Texas.

NOW THEREFORE BE IT RESOLVED THAT I, Todd Flippo, Mayor of the City of Saginaw, Texas, do hereby proclaim June 2019 as:

LIFEGUARD YOUR CHILD™ MONTH

and urge all citizens to support the effort to prevent further needless child deaths from drowning.

IN WITNESS WHEREOF, I hereto set my hand and cause the Seal of the City of Saginaw, Texas to be affixed this 21st day of May, 2019.

Todd Flippo, Mayor