

# City Council Agenda

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## SAGINAW CITY COUNCIL NOTICE OF MEETING

### Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, January 18, 2022

Saginaw City Hall Council Chambers

333 West McLeroy Blvd.

In accordance with Section 551.043 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--All items listed with lower case letters are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.**

**(a)** Action regarding Minutes, January 4, 2022--Janice England, City Secretary

**(b)** Action regarding Building Improvement Grant Agreement with El Pasito LLC (124 West McLeroy Blvd)--Keith Rinehart, Director of Community & Economic Development

- (c) Action regarding Approval for Weaver and Tidwell, LLP to perform the Fiscal Year 2021-2022 Audit--Kim Quin, Finance Director
  - (d) Action regarding Approval of American Communications to provide the alerting and radio communications systems for the New Fire Station--Doug Spears, Fire Chief
  - (e) Action regarding Approval of furniture for the new fire station to be provided by Business Interiors of Irving, TX --Doug Spears, Fire Chief
  - (f) Action regarding Interlocal Agreement with Eagle Mountain-Saginaw Independent School District for the purpose of providing police services to the District for the period October 1, 2021 through September 30, 2022.--Lee Howell, Chief of Police
  - (g) Action regarding Authorization of an Individual Project Order with Kimley-Horn & Associates, Inc. for the 2021 Saginaw Boulevard Beautification (Green Ribbon Funding)--Rick Trice, P.E., Director of Public Works
  - (h) Action regarding Authorization of Contract Agreement and Deposit for the 2022 4th of July Fireworks Display--Rick Trice, P.E., Director of Public Works
  - (i) Action regarding the purchase of one 2021 Chevrolet Colorado pickup truck for the Public Services Department--Rick Trice, P.E., Director of Public Works
  - (j) Action regarding the Construction of an Awning for the Fleet Maintenance Center--Rick Trice, P.E., Director of Public Works
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- (5) Presentation of Annual Comprehensive Financial Report for the Year Ended September 30, 2021--Jennifer Ripka, Weaver & Tidwell, LLP
  - (6) Consideration and Action regarding Ordinance No. 2022-1, Appointment of Municipal Court Judge and Associate Judges; and Approval of Municipal Judge Agreement--Kim Quin, Finance Director
  - (7) Consideration and Action regarding Agreement between the City of Saginaw and Community Link Mission, Inc. for the Operation and Promotion of the Farmer's Market at Saginaw Switchyard for 2022--Gabe Reaume, City Manager
  - (8) Consideration and Action regarding Award of Contract for Beltmill Pump Station--Rick Trice, P.E., Director of Public Works
  - (9) **Executive Session--The City Council may take action on any Executive Session item posted.**

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

551.074 Texas Government Code.

Personnel Matters The City Council may convene in executive session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including deliberation regarding the following officers or employees:

- (a) City Manager

**(10) Adjournment--Todd Flipppo, Mayor**



# City of Saginaw

**Meeting Date:** 1/18/2022

**Staff Contact:** Janice England  
City Secretary

**Agenda Items:** (4)(a)

**E-mail:** jengland@saginawtx.org

**Phone:** 817-230-0324

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**SUBJECT:**

Action regarding Minutes, January 4, 2022

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**BACKGROUND/DISCUSSION:**

The minutes of the City Council Meeting held on January 4, 2022 are being presented for consideration.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

Description

Minutes, 1-04-2022

**CITY OF SAGINAW  
MINUTES OF CITY COUNCIL MEETING  
HELD AT THE SAGINAW CITY HALL  
333 WEST MCLEROY BLVD.  
JANUARY 4, 2022**

Present at the meeting:

|                               |                       |
|-------------------------------|-----------------------|
| Mayor                         | Todd Flippo           |
| Mayor Pro-Tem                 | Valerie Junkersfeld   |
| Councilmember                 | Charles Beasley       |
| Councilmember                 | Nicky Lawson          |
| Councilmember                 | Charles Tucker        |
| Councilmember                 | Cindy Bighorse        |
| Councilmember                 | Mary Copeland         |
| City Engineer                 | Trenton Tidwell, P.E. |
| City Manager                  | Gabe Reaume           |
| Asst. City Manager            | Dolph Johnson         |
| Finance Director              | Kim Quin              |
| City Secretary                | Janice England        |
| Police Chief                  | Lee Howell            |
| Asst. Police Chief            | Russell Ragsdale      |
| Fire Chief                    | Doug Spears           |
| Director of Public Works      | Rick Trice, P.E.      |
| Dir. of Community & Eco. Dev. | Keith Rinehart        |
| Director of Human Resources   | Melanie McManus       |
| Library Director              | Ellen Ritchie         |
| Management Analyst            | Kevin Pantoja         |
| Management Analyst            | Ayoub Kahondogoro     |
| Management Analyst            | Pedro Zambrano        |

Absent from the meeting:

|               |               |
|---------------|---------------|
| City Attorney | Bryn Meredith |
|---------------|---------------|

Visitors at the meeting:

|                 |                       |
|-----------------|-----------------------|
| Kathryn Johnson | Lenee Weldon          |
| Ronnie Mills    | Alan Bonner           |
| Cooper Bonner   | Shawn Bell            |
| Donna Bell      | Kelly Stewart         |
| Brack St. Clair | Gary Larson           |
| Ms. Larson      | Mary Louise Nicholson |
| Norma Gorena    |                       |

(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

Pastor Ronnie Mills of Kingdom Chapel gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, December 7, 2021

b. Action regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (KHA) for a Pavement Management Program

*Summary: Annually the Public Works Staff conducts a citywide assessment of pavement conditions on approximately 100 centerline miles of roadway within the city limits. The roadways are rated according to condition and the annual street maintenance program is developed from the results. The annual street maintenance program is primarily reactive with all allocated funds going to the streets in the worst condition. Staff has researched pavement management systems that would provide "data driven" decisions in the budget process in the areas of fund allocations and maintenance type. KHA has a proposed proprietary software system, DRIVE, that will be used for the system. The DRIVE System utilizes a specialized vehicle that will drive the roadways and provide a non-biased condition of the roadway. The roadways, as well as curb, gutter, and signage will be categorized and inventoried into a GIS file that will allow maintenance scenarios to be optimized with costs and prioritization. The system will allow the City Council to evaluate whether sufficient funds are being applied to the street maintenance program to meet the city's goals. The total fee will be \$87,000. Funds are available in Fund Balance for this expenditure.*

c. Action regarding Authorization of a Letter of Agreement with Oncor Electric Delivery Company for the Saginaw NW Booster Pump Station

*Summary: On August 16, 2021, the City Council authorized an Individual Project Order with Kimley-Horn and Associates, Inc. for the NW Booster Pump Station. The pump station is necessary to provide pressure and flow to provide adequate fire protection and domestic service in the northwest area of the City. In order to provide electric service for the station, the City must enter into a Letter of Agreement with Oncor and provide funding in the amount of \$4,224.63. Funds are available in Account 05-7027-55-00 for this expenditure.*

d. Action regarding Amendment #1 to an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (KHA) for Design of N. Old Decatur Road

*Summary: On February 18, 2020, the City Council held a "Mid-Term Capital Improvement Project Planning Workshop" to review projects that might be considered short-term or interim projects leading up to the proposed 2020 Bond Election. The design of N. Old Decatur Road was included and staff was directed to bring back a design contract for consideration. On March 17, 2020, the City Council authorized an IPO with KHA for the design of N. Old Decatur Road. The roadway is 90% designed and is being advanced to final design. The proposed IPO will provide an updated topographic survey to reflect development that has occurred along the roadway corridor. In addition, a Subsurface Utility Engineering is needed to provide accurate locations on an existing gas line and City of Fort Worth transmission water line. The total cost for the services included in amendment #1 will be \$42,000. Funding for this expenditure will come from the \$750,000 allocated under the 2020 Certificate of Obligations for N. Old Decatur Road Design/Reconstruction.*

e. Action regarding Authorization for Addition of Two Positions in the Police Department and One Inspector in Training Position in the Building Inspection Department

*Summary: The purpose of this item is for authorization to add two positions in the Police Department and one Inspector in Training Position in the Building Inspection Department. The two positions in the Police Department would be either Police Officers and/or*

*Dispatchers at a maximum cost of \$173,800 annually including benefits. The cost for the Inspector in Training position would be \$59,000 annually including benefits. Funding for the Police Department positions is available in the Crime Control and Prevention District Funds and the General Fund Revenues. Funding for the Building Inspection Department position is available in the Rental Registration Program Revenues and the General Fund Revenues.*

Mayor Flippo stated that he had received requests to pull Item 4b and Item 4c from the Consent Agenda for discussion.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to approve Items 4a, 4d, and 4e of the Consent Agenda as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld,  
Councilmembers Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

There was a brief discussion regarding Item 4b, Action regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (KHA) for a Pavement Management Program.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Lawson to approve Item 4b as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld,  
Councilmembers Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

There was a brief discussion regarding Item 4c, Action regarding Authorization of a Letter of Agreement with Oncor Electric Delivery Company for the Saginaw NW Booster Pump Station.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Item 4c as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld,  
Councilmembers Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(5) Presentation of “2020 Tarrant County Coronavirus Pandemic Book” to John Ed Keeter Public Library

Tarrant County Clerk Mary Louise Nicholson gave a brief presentation regarding the “2020 Tarrant County Coronavirus Pandemic Book”. The book memorializes the events of the 2020 pandemic as they occurred in Tarrant County government. She presented an official copy of the book to Library Director Ritchie to be placed in the John Ed Keeter Public Library.

(6) Presentation of Certificates for the 2021 Saginaw Christmas Parade

Mayor Flipppo announced the winning entries of the 2021 Saginaw Christmas Parade. They are as follows.

Best Business Entry: Encore School of Dance

Best Non-Profit Entry: Troop/Pack 151

Best Community Entry: Gary Larson

Crowd Favorite Entry: Eagle Mountain-Saginaw ISD Marching Band.

Mayor Flipppo presented Certificates of Recognition to the winners that were present.

(7) 2021 Year in Review and Discussion of 2022 Work Plan

City Manager Reaume gave a presentation on the 2021 Work Plan and accomplishments. He stated that the 2022 Work Plan will be presented to the Council for action at a future meeting.

(8) 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 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. Building Improvement Grant Application—124 W. McLeroy Blvd.

Mayor Flipppo declared the meeting recessed into Executive Session at 6:55 p.m.

Mayor Flipppo declared the meeting back in Regular Session at 7:13 p.m.

(9) Adjournment

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

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld,  
Councilmembers Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of January 4, 2022 adjourned at 7:13 p.m.

ATTEST:

APPROVED:

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City Secretary Janice England

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Mayor Todd Flippo



# City of Saginaw

**Meeting Date:** 1/18/2022

**Staff Contact:** Keith C. Rinehart  
Director of Community & Economic  
Development

**Agenda Items:** (4)(b)

**E-mail:** krinehart@saginawtx.org

**Phone:** 18172300331

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**SUBJECT:**

Action Regarding Building Improvement Grant Agreement with El Pasito LLC (124 West McLeroy Blvd)

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**BACKGROUND/DISCUSSION:**

On Tuesday, January 4, 2022, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted in December 2021 by El Pasito LLC in regards to their property located 124 West McLeroy Blvd. The City Council determined in that session to award an amount not-to-exceed \$5,000 in reimbursable and matching dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

**FINANCIAL IMPACT:**

Maximum of \$5,000 from Account # 01-6142-13-00 Building Improvement Grants

**RECOMMENDATION:**

NA

**ATTACHMENTS:**

Description  
Council Communique



COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

333 W. McLeroy Blvd., Saginaw, Texas 76179

## Council Agenda Background

**To:** Gabe Reaume, City Manager

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**From:** Keith C. Rinehart, Director of Community & Economic Development

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**Date:** City Council Meeting – January 18, 2022

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**ITEM:**

Action Regarding Building Improvement Grant Agreement with El Pasito LLC (124 West McLeroy Blvd)

**PRESENTER:**

Keith C. Rinehart, Director of Community & Economic Development

**DISCUSSION:**

On Tuesday, January 4, 2022, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted in December 2021 by El Pasito LLC in regards to their property located 124 West McLeroy Blvd. The City Council determined in that session to award an amount not-to-exceed \$5,000 in reimbursable and matching dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

**FINANCIAL IMPACT:**

Maximum of \$5,000 from Account # 01-6142-13-00 Building Improvement Grants

**RECOMMENDATION**

NA

**ATTACHMENTS:**

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- Building Improvement Grant Application

If you have any questions, please contact me at 817-230-0331.

Thank you,

A handwritten signature in black ink, appearing to read "Keith C. Rinehart". The signature is written in a cursive, flowing style.

Keith C. Rinehart, Director of Community & Economic Development

## **Building Improvement Grant Program Agreement**

This Building Improvement Grant Program Agreement ("Agreement") is made by and between the City of Saginaw (the "City") and El Pasito LLC ("Property Owner").

### **WITNESSETH:**

**WHEREAS**, the Property Owner is the owner of property located at 124 West McLeroy Blvd., Saginaw, Texas; and

**WHEREAS**, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

**WHEREAS**, the promotion of the redevelopment of commercial properties in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

**WHEREAS**, the Building Improvement Grant Program will enhance the commercial viability and sustainability of commercial properties in the City, improve the physical appearance of businesses and visibly enhance the City's commercial corridors, and aid in the retention and expansion of existing businesses; and

**WHEREAS**, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, and will stimulate business and commercial activity in the City; and

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **Section 1. Term**

The term of this Agreement shall begin on the date of Property Owner execution listed below and shall continue until the three-year anniversary of the date that the final Building Improvement Grant is paid by the City, unless sooner terminated as provided herein.

### **Section 2. Definitions**

The terms used in this Agreement shall have the meanings ascribed to them in the City of Saginaw Building Improvement Grant Policy. The term "Impositions" shall mean: all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged,

levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the City.

### **Section 3. Economic Development Incentive**

(a) Payment. Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and of the Policy, and the obligation of the Property Owner to repay the Incentive pursuant to Section 5(b) hereof, the City agrees to provide the Building Improvement Grant to the Property Owner to be paid in a single lump-sum payment after Property Owner makes a written request for reimbursement, in accordance with the requirements of the Policy. The total Building Improvement Grant shall be an amount not to exceed \$5,000 and eligibility for any Enhancement category shall be limited as set forth in the Policy.

(b) Current Revenue. The Building Improvement Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

### **Section 4. Building Improvement Grant Conditions**

(a) Conditions. The City's obligation to pay the Building Improvement Grant shall be conditioned upon the Property Owner's continued compliance with and satisfaction of the terms and conditions of this Agreement and the Policy, except those portions of the Policy that have been specifically waived or modified by the City Council. A detailed summary of the required Enhancements and required Construction Costs is set forth in the attached and incorporated Exhibit "A" hereto. A copy of the Policy is hereby attached hereto and incorporated herein as Exhibit "B" to this Agreement.

(b) Inspections. The Property Owner agrees that City, upon reasonable advance notice, may inspect the Enhancements to determine compliance with the terms of the Agreement.

(c) Construction Costs. The Property Owner shall, as a condition precedent to the City's payment of the Building Improvement Grant, provide copies of invoices, receipts and other documentation as may be reasonably requested by the Staff to verify the costs incurred and paid by the Property Owner for construction of the Enhancements.

### **Section 5. Termination**

(a) This Agreement shall terminate upon the occurrence of any one of the following:

- (1) mutual agreement of the parties;
  - (2) the Expiration Date;
  - (3) at the City's option, if any Impositions owed to the City or the State of Texas by Property Owner shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
  - (4) by the City in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
  - (5) by City, if the Property Owner suffers an event of bankruptcy or insolvency;
  - (6) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (b) In the event of termination by the City pursuant to (a)(3), (4), (5), or (6) the Property Owner shall immediately repay to the City an amount equal to Building Improvement Grant paid to Property Owner, if any, prior to termination of this Agreement.

## **Section 6. Miscellaneous**

- (a) Assignment. This Agreement may not be assigned without the prior written consent of the City.
- (b) Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.
- (c) Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.
- (d) No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.
- (e) Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

(f) Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Property Owner, to:

El Pasito LLC.  
Attn: Cecelia Fierro  
124 West McLeroy Blvd  
Saginaw, TX 76179

If intended for City, to:

Attn: City Manager  
City of Saginaw, Texas  
P. O. Box 79070  
Saginaw, Texas 76179

(g) Indemnification. **THE PROPERTY OWNER HEREBY CERTIFIES THAT THE PROPERTY OWNER IS SOLELY RESPONSIBLE FOR OVERSEEING THE WORK, AND WILL NOT SEEK TO HOLD THE CITY, THE BOARD, AND / OR THEIR AGENTS, EMPLOYEES, OFFICERS, AND / OR DIRECTORS LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR OTHER LOSS RELATED IN ANY WAY TO THIS AGREEMENT OR THE POLICY, AND AGREES TO INDEMNIFY THE CITY, THE BOARD, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ANY CLAIMS OR DAMAGES RESULTING FROM THE PROJECT, INCLUDING REASONABLE ATTORNEY FEES.**

(h) Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(i) Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(j) Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

(k) Legal Construction. In the event 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 unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

(l) Recitals. The recitals to this Agreement are incorporated herein.

(m) Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

(n) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

**City of Saginaw, Texas**

By:

Todd Flipppo, Mayor,

**Attest:**

By:

City Secretary

**Executed** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Property Owner**

By: \_\_\_\_\_

Name:

## EXHIBIT "A"

### ENHANCEMENTS AND CONSTRUCTION COSTS

#### B.I.G. Application

|                                                     | Enhancements                        | Total Cost | Policy Max % | Policy Max \$ | Amount Requested  | Amount Approved |
|-----------------------------------------------------|-------------------------------------|------------|--------------|---------------|-------------------|-----------------|
| A                                                   | Facade: (Section 4.3)               | -          | -            | -             | -                 | -               |
| B                                                   | Interior Renovation: (Section 4.4)  | \$9,996.00 | 50%          | \$5,000       | \$4,996.00        | -               |
| C                                                   | Landscaping: (Section 4.5)          | \$2,441.47 | 50%          | \$5,000       | \$1,220.74        | -               |
| D                                                   | Lighting: (Section 4.6)             | -          | -            | -             | -                 | -               |
| E                                                   | Parking / Driveways: (Section 4.7)  | -          | -            | -             | -                 | -               |
| F                                                   | Pedestrian Amenities: (Section 4.8) | -          | -            | -             | -                 | -               |
| G                                                   | Signage: (Section 4.9)              | -          | -            | -             | -                 | -               |
| H                                                   | Code Compliance: (Section 4.10)     | -          | -            | -             | -                 | -               |
| I                                                   | Demolition: (Section 4.11)          | -          | -            | -             | -                 | -               |
| J                                                   | Public Art: (Section 4.12)          | -          | -            | -             | -                 | -               |
| TOTAL AMOUNT REQUESTED                              |                                     |            |              |               | <b>\$6,218.74</b> |                 |
| TOTAL BUILDING IMPROVEMENT GRANT APPROVED           |                                     |            |              |               |                   |                 |
| L: Describe any planned Non-Grant Enhancements: N/A |                                     |            |              |               |                   |                 |

#### B.I.G. Application

|                                   |                                                                                               |    |                                                |                                    |
|-----------------------------------|-----------------------------------------------------------------------------------------------|----|------------------------------------------------|------------------------------------|
| <b>1. PROJECT INFORMATION</b>     |                                                                                               |    |                                                |                                    |
| A                                 | <b>Property Address:</b> 124 W. McLeary Blvd                                                  |    |                                                |                                    |
| B                                 | <b>Estimated Begin Work Date:</b> January 2022                                                |    | <b>Estimated Completion Date:</b> January 2022 |                                    |
| C                                 | <b>Years in business at this location:</b> 8 Years - Property is zoned Community Commercial   |    |                                                |                                    |
| D                                 | <b>Reason for requesting grant:</b> Install Spray Foam Insulation and Planting New Maple Tree |    |                                                |                                    |
| <b>2. ELIGIBILITY OF PROPERTY</b> |                                                                                               |    |                                                |                                    |
|                                   | Yes                                                                                           | No | Item                                           | Notes                              |
| A                                 | X                                                                                             |    | Within the City?                               |                                    |
| B                                 | X                                                                                             |    | Commercially zoned?                            |                                    |
| C                                 | X                                                                                             |    | Tax Paying entity?                             |                                    |
| D                                 | X                                                                                             |    | City taxes in good standing?                   |                                    |
| E                                 |                                                                                               | X  | No City liens existing?                        |                                    |
| F                                 | X                                                                                             |    | Proof of ownership provided?                   |                                    |
| G                                 |                                                                                               | X  | Outstanding code violations?                   |                                    |
| H                                 | X                                                                                             |    | Frequency of Grants OK?                        | * In accordance with Section 3.1.8 |
| <b>3. ELIGIBILITY OF BUSINESS</b> |                                                                                               |    |                                                |                                    |
|                                   | Yes                                                                                           | No | Item                                           | Notes                              |
| A                                 | X                                                                                             |    | Business taxes in good standing?               |                                    |
| B                                 | X                                                                                             |    | If not owner, authorization provided?          |                                    |

## B.I.G. Application

| 5 GRANT PRIORITIES |     |    |                                                   |                                                              |
|--------------------|-----|----|---------------------------------------------------|--------------------------------------------------------------|
|                    | Yes | No | Preferred Area / Business?                        | Notes                                                        |
| A                  | X   |    | Transportation Corridors including: McLeroy Blvd. | + This is also located one block from N/S Saginaw Blvd.      |
| B                  | X   |    | Downtown                                          | + Located in the geographic center of town                   |
| C                  | X   |    | Retail                                            | + ZONED COMMUNITY COMMERCIAL El Paso, LLC Salon and Boutique |
| D                  |     | X  | Restaurants                                       |                                                              |
| E                  | X   |    | Professional Office                               | + Farmers Insurance                                          |
| F                  |     | X  | Industrial and manufacturing                      |                                                              |
| G                  | X   |    | Any sales-tax generating business                 | + El Paso, LLC                                               |

| 6 ATTACHMENTS / EXHIBITS |     |    |                                                                                    |                                                                                |
|--------------------------|-----|----|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
|                          | Yes | No | Item                                                                               | Notes                                                                          |
| A                        | X   |    | Ownership documentation                                                            | + See attached                                                                 |
| B                        | X   |    | Photos of existing condition                                                       | + Photo of 60 Year old dead tree being removed                                 |
| C                        |     |    | Drawings, renderings, plans of the proposed enhancements                           | + Photos attached of Spray Foam Insulation and 100 gallon Japanese Maple       |
| D                        | X   |    | Written description of enhancements including building materials and color schemes | + Finish parking lot with 1,400 sq. ft. black asphalt<br>+ Replace HVAC System |
| E                        | X   |    | Construction cost estimate                                                         | + \$9,996.00 – Insulation<br>+ \$2,441.47 – Japanese Maple                     |
| F                        |     | X  | Copy of the signed lease agreement                                                 | + Not required – Applicant is owner                                            |
| G                        |     | X  | Written support of grant application from the owner                                | + Not required – Applicant is owner                                            |

## TARRANT COUNTY, TEXAS

### Property Tax Record

[NEW SEARCH](#)

|                                                                                                                                                                                                                                                      |                                                                                                                                                                                             |                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Account:</b> 0004597850<br><b>APD:</b> A 59 1F01 20<br><b>Location:</b> 0000124 W MCLEROY BLVD<br><b>Legal:</b> ARMENDARIS, JUAN SURVEY ABST<br>RACT 66 TRACT 1F1 & 1F3<br><b>Owner:</b> EL PASITO LLC<br>124 W MCLEROY BLVD<br>SAGINAW TX 76179- | <b>Acres:</b> 0.340<br><b>Yr Built:</b> 0<br><b>Frozen Yrs:</b> NONE<br><b>Frozen Amt:</b> \$0.00<br><b>Sq Ft:</b> 0<br><b>Def. Start:</b> NONE<br><b>Def. End:</b> NONE<br><b>Rolls:</b> A | <b>2021 Values</b><br>Land 75531<br>Improvement 39269<br><b>2021 Exemptions</b><br><b>Overlapping District Accounts</b><br>A-59---1F01---20 TC |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|

\*In keeping with Texas Tax Code Section 25.027, this website does not indicate that a property owner is 65 years of age or older

[VIEW TAD INFORMATION \(EXTERNAL LINK\)](#)

[DISCLAIMER](#)

External links are being provided as a convenience and for informational purposes only; they do not constitute an endorsement or an approval by Tarrant County of any of the products, services or opinions of the corporation or organization or individual. Tarrant County bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.

[Click on the e-Statement button to view Total Tax Due](#)  
[Click on the e-Payment button to make a credit card or eCheck payment.](#)

CURRENT STATUS

TAX ESTIMATOR

E-PAYMENT

PRIOR YEARS

E-STATEMENT

PAPERLESS

| Year        | Unit | Levy Amount | Amount Paid | Levy Due | Penalty | Interest | Col Penalty | Total Due | Receipt Date |
|-------------|------|-------------|-------------|----------|---------|----------|-------------|-----------|--------------|
| 2021        | 021  | 636.19      | 0.00        | 636.19   | 0.00    | 0.00     | 0.00        | 636.19    | —            |
| 2021        | 220  | 400.29      | 0.00        | 400.29   | 0.00    | 0.00     | 0.00        | 400.29    | —            |
| 2021        | 224  | 392.30      | 0.00        | 392.30   | 0.00    | 0.00     | 0.00        | 392.30    | —            |
| 2021        | 225  | 227.54      | 0.00        | 227.54   | 0.00    | 0.00     | 0.00        | 227.54    | —            |
| 2021        | 910  | 2,547.71    | 0.00        | 2,547.71 | 0.00    | 0.00     | 0.00        | 2,547.71  | —            |
| 2021 Totals |      | 4,406.03    | 0.00        | 4,406.03 | 0.00    | 0.00     | 0.00        | 4,406.03  |              |



## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually entered in TAS's database. [Request County Tax Office Account Information](#)

| Year | Improvement Market | Land Market | Total Market | Total Appraised 1 |
|------|--------------------|-------------|--------------|-------------------|
| 2021 | \$86,248           | \$75,531    | \$161,800    | \$176,800         |
| 2020 | \$86,248           | \$75,531    | \$161,800    | \$166,800         |
| 2019 | \$86,248           | \$75,531    | \$161,800    | \$176,800         |
| 2018 | \$86,248           | \$75,531    | \$161,800    | \$176,800         |
| 2017 | \$86,248           | \$75,531    | \$161,800    | \$176,800         |
| 2016 | \$86,248           | \$75,531    | \$161,800    | \$176,800         |

1. Some users indicated that this property record has not yet been completed for the included tax year. Appraised values may be less than market values due to data imputation from previous tax years.



## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually entered in TAS's database. [Request County Tax Office Account Information](#)

| Year | Total Market | Total Appraised |
|------|--------------|-----------------|
| 2021 | \$2,690      | \$2,690         |
| 2020 | \$2,690      | \$2,690         |
| 2019 | \$2,690      | \$2,690         |
| 2018 | \$2,690      | \$2,690         |
| 2017 | \$2,690      | \$2,690         |
| 2016 | \$2,690      | \$2,690         |



## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually entered in TAS's database. [Request County Tax Office Account Information](#)

| Year | Total Market | Total Appraised |
|------|--------------|-----------------|
| 2021 | \$5,345      | \$5,345         |
| 2020 | \$5,345      | \$5,345         |
| 2019 | \$5,345      | \$5,345         |
| 2018 | \$5,345      | \$5,345         |
| 2017 | \$5,345      | \$5,345         |

## **EXHIBIT “B”**

### **BUILDING IMPROVEMENT GRANT POLICY**

**Saginaw, Texas**

*Building Improvement Grant Policy*

**WHEREAS**, the City Council of the City of Saginaw, Texas (Council) desires to implement a matching grant program to encourage the development, retention, or expansion of business enterprises in the City; and

**WHEREAS**, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council on December 4, 2018 considered and approved Resolution 2018-23 approving this Building Improvement Grant Policy (Policy).

**BE IT KNOWN THAT**, the terms and conditions of the Policy, having been reviewed by the Council and found to be acceptable and in the best interest of the City and its citizens and businesses, are hereby approved.

#### **Section 1.**

##### **Introduction & Goals**

This program is a matching grant program that reimburses commercial property owners or business operators for Eligible Enhancements made to the Property. The goals of this Policy are to: 1.1. Enhance the commercial viability and sustainability of commercial properties in the City;

1.2. Improve the physical appearance of businesses and visibly enhance the City’s commercial corridors;

1.3. Aid in the retention and expansion of existing businesses;

1.4. Increase the taxable value of commercial properties in the City;

1.5. Enhance commercial areas through the placement of Public Art;

1.6. Increase the marketability and occupancy rate of commercial buildings hindered by an outdated appearance;

1.7. Increase the safety of a commercial area and stimulate more public interaction; and

1.8. Provide incentives in areas and to businesses most likely to stimulate similar enhancements by other private entities.

## **Section 2.**

### **Definitions**

The following definitions shall apply to the terms used in this Policy:

Agreement: A written performance agreement between the Board and the Applicant.

Applicant: Shall mean the Property owner or business occupant signing the Application for a Building Improvement Grant.

Application: Shall mean the Application for Building Improvement Grant Policy Incentives as maintained by Staff.

Board: Shall mean the Board of the Saginaw Economic Development Corporation of the City. Prior to formulation of the Board or in its absence in the future, the City Council shall perform all duties of the Board.

Building Improvement Grant: Shall mean the financial support to make designated Property Enhancements as approved, and sometimes referred to as "Grant."

City: The City of Saginaw, Texas.

City Council: The City Council of the City.

Code Violations: Shall be any violation of the City's code of ordinances.

Construction Costs: The cost of permits, fees, construction materials, and installation labor. All other associated costs are deemed excluded, including, but not exclusively, the following costs: design, construction document preparation, bidding, sweat equity and construction financing.

Eligible Enhancements: Shall mean the Enhancements identified as eligible in Section 4 herein.

Enhancements: Shall be as defined in Section 4 herein.

Façade: Shall mean the exterior of a building.

Notice to Proceed: A written notice authorizing the Applicant to begin construction as approved.

Policy: Shall mean this Building Improvement Grant Policy.

Property: Shall mean the physical lot and / or building to which Enhancements are being made.

Public Art: Shall mean sculptures, murals, architectural features and similar tangible exhibits, and specifically excludes performing arts.

Staff: The City Manager or their designee.

### **Section 3.**

#### **Eligibility**

The following Properties and Businesses are eligible to receive Grants.

3.1. Properties: Only properties meeting the following requirements at the time an Application is submitted shall be eligible to receive Grants as outlined by this Policy:

3.1.1. Within the City: Property must be located within the City's municipal boundaries.

3.1.2. Non-Residentially Zoned: Property must be zoned for uses other than residential uses and the current use of the Property may not be residential.

3.1.3. Tax-Paying Entity: The Property must be subject to the City's Ad Valorem property tax.

3.1.4. Financial Standing: Property shall be in good standing as it relates to taxes or any monies due to the City.

3.1.5. City Liens: Property shall be in good standing as it relates to any liens held by the City.

3.1.6. Ownership: Property owners must provide sufficient proof of ownership.

3.1.7. Code Violations: Property must not have any outstanding code violations.

3.1.8. Frequency: Property must not have received a Grant for the same category of Enhancement (e.g. Façade, Landscaping) in a twelve month period.

3.2. Businesses: Only businesses meeting the following requirements shall be eligible to receive benefits outlined by this Policy:

3.2.1. Financial Standing: The business shall be in good standing as it relates to taxes or any monies due to the City.

3.2.2. Tax-Paying Entity: The business must be a tax-paying entity.

3.2.3. Property Owner Approval: Businesses, if not the owner of the property to be occupied, must provide a copy of their lease agreement and support of the Application from the Property owner prior to approval of the Application.

### **Section 4.**

#### **Enhancements**

4.1. Aspirations: As with any policy or regulation, it is difficult to precisely regulate factors that are not easily defined. With that in mind, the following are to be considered aspirations for contemplated Enhancements:

- Enhancements should be compatible with the character and architecture of the individual building and those in proximity;
- Where appropriate, Enhancements may act as a catalyst to create a unique environment;
- Enhancements should make the Property more inviting to the public; and □ Enhancements should be functional as well as visually appealing.

4.2. General Enhancement Eligibility: Property Enhancements shall be deemed as eligible or ineligible for the benefits of this Policy as defined below. In general, the following Enhancements, though not exclusively, are ineligible for all Grants:

- Any Enhancement that does not comply with existing ordinances of the City;
- Any Enhancements made prior to the Notice to Proceed;
- Sweat equity or “in-kind” services;
- New construction which is not specifically listed in this Policy as an Eligible Enhancement;
- Any Enhancements to eliminate Code Violations of a Property or Business; □ Fees for designing, engineering, surveying, legal services, financing, etc.; or
- Any Enhancements not identified as eligible below. A potential applicant may discuss an enhancement not identified below with City staff to ascertain whether or not the enhancement meets the Purpose and Intent of this Policy. If so, an amendment to this Policy may be placed before the City Council to determine the merits of including a new eligible enhancement.

4.3. Façade Enhancements: The following are Eligible Enhancements except as noted otherwise:

- 4.3.1. Façade Materials: Replacing deteriorated or unsafe façade materials with brick, stone, tile, wood, or siding meeting the City’s masonry requirements and / or architectural standards. Removal of “slip” coverings of prior façade materials and re-establishment of historic façade details. Repointing of mortared joints, replacement or repair of damaged masonry.
- 4.3.2. Cleaning: Pressure washing or sand blasting existing facades, cleaning of tiles.
- 4.3.3. Painting: Scraping, priming and otherwise preparing the surface and painting.
- 4.3.4. Window / Doors: Replacement of or improvements to existing windows or doors that are visible from a public street. New windows and doors matching replaced windows or doors. Replacement of broken glass panes.
- 4.3.5. Awnings / Canopies: Replacement of or improvements to existing awnings or canopies. New awnings or canopies.
- 4.3.6. Historical Restoration: Restoration of architectural details of historic significance and / or removal of elements covering such details.
- 4.3.7. Roof Repair: Replacement or repair of all or portions of the roof.
- 4.3.8. Gutters and Downspouts: Replacement or repair of existing gutters and / or downspouts.
- 4.3.9. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: burglar bars, painting a new building.

4.4. Interior Renovation: The following are Eligible Enhancements except as noted otherwise:

- 4.4.1. Renovations: Renovations that enhance the commercial usability of the building.
- 4.4.2. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: painting, wallpaper, and other types of aesthetic treatments.
- 4.5. Landscaping: The following are Eligible Enhancements except as noted otherwise:
  - 4.5.1. Edging: Providing a perimeter to shrub beds with materials deemed to be of a long life, e.g. brick, stone, concrete, steel.
  - 4.5.2. Shrubs and Trees: Shrubs and / or trees of a variety that are sustainable in the area when combined with removal of existing shrubs and / or trees that are either overgrown or of poor quality. Preference is given to xeriscape approaches using drought-tolerant plant species.
  - 4.5.3. Seasonal Color: Providing one-time planting of annual or perennial flowers in critical areas adequate to provide an appealing impact.
  - 4.5.4. Irrigation: Automatic irrigation system complying with all code requirements. Preference is given to water conservation measures and approaches (e.g. drip irrigation).
  - 4.5.5. Lawn Renovation: Removal or re-establishment of an existing lawn with a desirable type of lawn. (An automatic irrigation system is required with this Enhancement.)
  - 4.5.6. Fencing: Replacement of fencing or installation of new fencing that is visually appealing.
  - 4.5.7. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: landscape pruning, mowing and / or maintenance.
- 4.6. Lighting: The following are Eligible Enhancements:
  - 4.6.1. Interior: Lighting of a permanent nature that enhances the commercial viability of a building.
  - 4.6.2. Pedestrian: Increases in lighting in pedestrian areas on or adjacent to the Property, e.g. sidewalks, parking lots.
  - 4.6.3. Accents: Lighting that accentuates exterior features of the building or Property creating a pleasant ambience on the Property.
  - 4.6.4. Signage: Lighting that illuminates signage identifying the business.
- 4.7. Parking / Driveways: The following are Eligible Enhancements except as noted otherwise:
  - 4.7.1. Reconstruction: Removal of existing pavement, gravel, curbing, drives, accessibility ramps, etc. and replacement with reconstruction meeting City requirements.
  - 4.7.2. Resurfacing: Re-topping asphalt parking areas.
  - 4.7.3. Restriping: Repainting of parking stall stripes and / or fire lane graphics meeting the City's requirements.
  - 4.7.4. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: Installation, repair or replacement of any surface that is not an all-weather hard surface as required by the City's code of ordinances.

4.8. Pedestrian Amenities: The following are Eligible Enhancements:

- 4.8.1. Paving: Paving of a unique nature in areas that allow customers to congregate.
- 4.8.2. Seating Areas: Provisions for seating in areas where customers may congregate before, during or after supporting the business.
- 4.8.3. Shade: Provisions for shading pedestrian areas to include permanent or temporary canopies, awnings, umbrellas or similar shade structures.
- 4.8.4. Music: Provisions for permanent installation of fixtures to accommodate providing music in areas where customers congregate.
- 4.8.5. Trash Receptacles: Trash receptacles establishing or matching a design theme utilized throughout the pedestrian areas.
- 4.8.6. Play Equipment: Recreational equipment intended for the entertainment of children when placed on private property in close proximity to the primary building.

4.9. Signage: The following are Eligible Enhancements. The replacement of signs that do not conform to current City requirements is a priority for the City.

- 4.9.1. Replacing Signs: Replacing existing signs, with new signage that complies with all City requirements.

4.10. Code Compliance: The following are Eligible Enhancements:

- 4.10.1. Public Accessibility: Reconstruction or new construction to comply with public accessibility requirements.
- 4.10.2. Fire Suppression Systems: Replacement, upgrade, or installation of fire suppression systems in compliance with current codes.

4.11. Demolition: The costs of demolishing and removing existing structures on a Property may be considered for Property Enhancements.

4.12. Public Art: Providing for the placement of Public Art on the Property.

4.13. Participation Limitations: The potential matching Grant for each type of Enhancement would be the lesser of the Maximum Percentage or Maximum Per Enhancement Category Amount. The Applicant is responsible for the remaining costs of the Enhancement and must complete the full Enhancement to be eligible for the matching Grant.

- 4.13.1. Maximum Percentage: A Maximum Percentage of fifty percent (50%) shall be the maximum percentage of the total cost of any Enhancement that the City will grant the Applicant.

4.13.2. Maximum Per Enhancement Category: A Maximum Amount of five thousand dollars (\$5,000) is the maximum dollar amount to be granted for any category of Enhancement.

4.13.3. Accumulative Maximum Grant: Notwithstanding the Maximum Percentage and Maximum Per Enhancement Category limitations for each type of Enhancement, no Property or Business may receive more than five thousand dollars (\$5,000) in matching Grants during one 12-month period. The following examples are provided to clarify different application scenarios:

- A. Example 1: Applicant desires to do \$12,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$6,000, but the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$5,000 which would be the maximum matching Grant for the \$12,000 landscaping project. Further, within a 12-month period the Applicant cannot receive additional grants for any Enhancements (per Section 4.13.3).
- B. Example 2: Applicant desires to do \$8,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$4,000, and the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$4,000 which would be the maximum matching Grant for the \$8,000 landscaping project. Further, within a twelve-month period the Applicant cannot receive more grants for Landscape Enhancements (per Section 3.1.8), but may apply and receive a second matching Grant, not to exceed \$1,000 (\$5,000 max - \$4,000 Grant) for any Enhancement category *other than* Landscaping.

## **Section 5.**

### **Grant Priorities**

The City has determined that the following are priorities for the benefits of this Policy. The evaluation of the merits of any Application shall take into consideration whether or not the Application also meets these priorities.

5.1. Preferred Areas: The following areas of the City are areas of priority for implementation of this Policy:

5.1.1. Transportation Corridors including; Saginaw Blvd, Bailey Boswell Rd, Old Decatur Rd, Blue Mound Rd (west side), McLeroy Blvd; and

5.1.2. Downtown areas.

5.2. Preferred Businesses: The following types of businesses are a priority for implementation of this Policy:

5.2.1. Retail;

5.2.2. Restaurants;

5.2.3. Professional Office;

5.2.4. Industrial and manufacturing; and

5.2.5. Any sales-tax generating business.

## **Section 6.**

### **Administrative Procedures**

Following are the Administrative Procedures regarding the Application for and approval of Building Improvement Grants:

6.1. Pre-Submittal: All Applicants are encouraged to meet with Staff prior to preparation of an Application.

Applicants should contact the following to set up a meeting.

Department of Economic Development  
333 West McLeroy Blvd, Saginaw, TX 76179  
(817) 230-0331

6.2. Application: The submittal of an Application is required prior to any evaluation of the request for Building Improvement Grants. The Application shall be on a form prepared by Staff and available on the City's website or at the location noted in 6.1.

6.2.1. Required Information: The following shall be included with the Application:

- A. Proof of ownership of the Property;
- B. Photographs of the existing Property;
- C. Drawings, renderings, plans of the proposed Enhancements;
- D. Written description of the Enhancements including building materials and color schemes to be used;
- E. Construction Cost estimate; and
- F. If Applicant is not the Property owner:
  - i. Written approval of the Application from the owner;
  - and ii. Copy of the signed lease agreement.

6.2.2. Amendments: Staff may amend the form of the Application as needed to more efficiently evaluate the merits of requested Enhancements.

6.3. Review & Evaluation: Following are criteria to review and evaluate the Application:

6.3.1. Review Criteria:

- A. Completeness of Application: Completeness of the Application; including all required attachments.
- B. Grant Priorities: Whether the Application includes a targeted business classification or whether it is located in a targeted improvement area as defined in Section 5.

- C. Impact: An estimation of the impact that the Enhancements might have, particularly as a catalyst for continued private investment.
- D. Non-funded Improvements: Are the improvements associated with the Grant part of a larger effort to enhance the Property.
- E. Elimination of a Non-Conformity: Do the Enhancements eliminate a legal non-conforming aspect of the Property.

6.3.2. Staff Evaluation and Recommendation: The coordinating Staff member shall convene a team of the appropriate persons to evaluate the Application. Upon review, such team shall prepare a recommendation to forward to the Board.

- A. Site Visit: Prior to formal evaluation of the Application, the Applicant shall allow Staff the opportunity to visit the Property to verify its status prior to any Enhancements.

6.4. Approval: The Board shall make the final decision regarding the merits of the Application and the appropriate Property Enhancement Grant to be given, if any, if funds are available as pre-approved by the Council for the funding period. If approval of the Application requires funds not pre-approved by the Council, the board will prepare a recommendation to forward to the Council for final approval. Upon approval of a matching Grant, the Board shall enter into an Agreement with the Applicant on a form acceptable to the City Attorney. The Agreement, at a minimum, must contain the following: 6.4.1. Enhancements: List the specifications of the proposed Enhancements on the Property.

6.4.2. Access: Provide the City and Staff access to the Property to ensure that the Enhancements or repairs are made according to the specifications and conditions in the Agreement.

6.4.3. Grant: Provide for the procedures of the matching Grant payment.

6.4.4. Recapture Provisions: Provide for the repayment of a Grant if the Applicant or the condition of the Property do not fulfill all obligations required under the Agreement. The City may take any remedy necessary to recover the funds, including filing a lien on the Property.

6.5. Pre-Construction Meeting: If the matching Grant is approved as noted above, and if deemed necessary by Staff, the Applicant must attend a pre-construction meeting with Staff to coordinate any required permits, execute Grant documents, and resolve any questions either party might have.

6.6. Notice to Proceed: Upon approval as noted above, Staff shall prepare and issue a written Notice to Proceed authorizing the Applicant to begin work on the Enhancements. The Notice to Proceed shall in no event be regarded as the issuance or approval of a building permit or any other construction permits.

6.6.1. Required: All Grant documents, including the Agreement with the City, must be executed and all required permits must be received prior to issuance of the Notice to Proceed.

- 6.6.2. Beginning of Work: All work must begin within sixty (60) days of the issuance of the Notice to Proceed.
- 6.6.3. Completion of Work: All work for approved projects must be complete within ninety (90) days of the Notice to Proceed unless an Applicant's written request for extension is granted in writing by the Board.
- 6.7. Construction: All construction shall be in accordance with all requirements for permitting and inspection required by the City.
- 6.8. Verification: Upon completion and approval of the work by the City, Staff shall verify that the work has been performed as authorized in the approval action.
- 6.8.1. Documentation: The Applicant shall provide Staff with documentation necessary to determine the Construction Costs of the Enhancements as approved, e.g. copies of paid contractor invoices, receipts or processed checks. Construction Costs not supported by adequate documentation shall not be eligible for reimbursement.
- 6.9. Payment: Upon verification of compliance with the approval action, Staff shall cause a check to be issued to the Applicant in the approved amount.
- 6.9.1. Cost Overruns: Any costs above and beyond the amounts approved shall be the responsibility of the Applicant.

## **Section 7.**

### **Applicant / Owner Certifications**

The Application shall include the following certifications which shall be affirmed by the Applicant / Owner by signing the Application.

- 7.1. Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
- 7.2. Compliance: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Grant upon completion of the project shall constitute approval of the project by any City department or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
- 7.3. Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.
- 7.4. Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.

- 7.5. Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this policy.
- 7.6. Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.
- 7.7. Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.

## **Section 8.**

### **General Provisions**

- 8.1. Termination: The City has the right to terminate any agreement under this Policy for any reason.
- 8.2. Changes During Construction: If an Applicant seeks to change the scope of their project after a Grant has been approved, the Applicant shall meet with Staff to discuss the desired change. Staff has the authorization to approve minor modifications during construction. Any other desired modification shall be placed before the approving body for reconsideration.
- 8.3. Flexibility: The terms and conditions of this Policy are a guideline for the Board during their deliberation and evaluation. 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.
- 8.4. Section or Other Headings: Section or other headings contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of this Policy.
- 8.5. Severability: In the event that any provision of this Policy is determined to be illegal, invalid, or unenforceable, then, and in that event, it is the intention that the remainder of this Policy shall not be affected thereby.

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# City of Saginaw

**Meeting Date:** 1/18/2022

**Staff Contact:** Kim Quin  
Finance Director

**Agenda Items:** (4)(c)

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

**Phone:** 817-230-0332

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**SUBJECT:**

Action regarding Approval for Weaver and Tidwell, LLP to perform the Fiscal Year 2021-2022 Audit

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**BACKGROUND/DISCUSSION:**

After a request for proposals for professional auditing services, on June 18, 2019 the City Council awarded a two year contract with the option of three one year extensions to Weaver and Tidwell to perform audit services for fiscal years 2018-2019 and 2019-2020. The audit recently completed was the first of the three extensions.

**FINANCIAL IMPACT:**

Weaver Tidwell's 2019 proposal included annual increases after the initial two year contract not to exceed 2% per year. The estimated cost for the FY2021-2022 audit is \$47,754. If a single audit is required, there will be an additional \$5,200 charge.

**RECOMMENDATION:**

Staff recommends approval of Weaver and Tidwell, LLP for perform the FY2021-2022 audit.

**ATTACHMENTS:**

Description

FY21/22 Engagement Letter



January 11, 2022

To the Honorable Mayor, Members of the  
City Council and the City Manager  
City of Saginaw, Texas  
333 West McLeroy  
Saginaw, Texas 76179

You have requested that Weaver and Tidwell, L.L.P. ("Weaver", "our", "us", and "we") audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Saginaw, Texas (the "City"), as of September 30, 2022, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2022.

Accounting principles generally accepted in the United States of America ("U.S. GAAP"), as promulgated by the Governmental Accounting Standards Board ("GASB") require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information ("RSI") in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Changes in Net Pension Liability and Related Ratios
3. Schedule of Contributions
4. Schedule of Changes in Total OPEB Liability and Related Ratios
5. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards (as applicable)
2. Combining and Individual Fund Financial Statements and Schedules

Weaver and Tidwell, L.L.P.

**CPAs AND ADVISORS | WEAVER.COM**

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Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America ("GAGAS"); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

### **Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS, and the provisions of the Uniform Guidance. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

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Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Ms. Jennifer Ripka is the engagement partner for the audit services specified in this letter, and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We may from time to time, and depending on the circumstances, use third-party service providers in performing this engagement. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

We expect to begin our audit procedures in November 2022, and issue our report in January 2023. We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in

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advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with the provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

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- a. for the preparation and fair presentation of the basic financial statements in accordance with the framework described in Audit Objectives above;
- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, for fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. to provide us with:
  - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - ii. additional information that we may request from management for the purpose of the audit; and
  - iii. unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- d. for including the auditor's report, and our report on any supplementary information if described above, in any document containing the basic financial statements that indicates that such basic financial statements have been audited by the City's auditor;
- e. for identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
- f. for adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- g. for maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- h. for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- i. for preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- j. for the design, implementation, and maintenance of internal control over compliance;
- k. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- l. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;

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- m. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- n. For submitting the reporting package and data collection form to the appropriate parties;
- o. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- p. with regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
- q. informing us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the basic financial statements are issued;
- r. for confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. The entity has designated Kim Quin, Finance Director, to oversee these services. Such services include:

- i. Preparation of financial statements and related notes
- ii. Preparation of schedule of expenditures of federal awards (as applicable)
- iii. Assisting with entries to convert accounting records from modified accrual to full accrual (GASB 34 entries)
- iv. Preparation of the Data Collection Form (as applicable)

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonaudit/nonattest service.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the

issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

### **Fees and Invoicing**

We estimate that the fee for this engagement will be \$47,700 for the financial statement audit and \$5,200 for the single audit, as applicable. The fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. This is only an estimate and the fee for these services will be determined by the complexity of the work performed and the tasks required. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be billed at cost. At this time, we do not anticipate incurring substantial expenses.

Our engagement fees do not include consulting on the adoption of new accounting standards and any future increased duties because of any regulatory body, auditing standard or an unknown or unplanned significant transaction. We will consult with you in the event any of these take place that may affect our fees.

We will also invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be billed at our then-current standard hourly rates, and our expenses (including attorney's fees) will be billed at cost. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable on presentation. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to the outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) on the unpaid balance per month. If invoices are not paid within one hundred twenty (120) days of the invoice date, the engagement will be placed on hold and we will stop work until the balance is brought current, or we may withdraw from the engagement (and any other engagements for the same client).

### **Ethical Conflict Resolution**

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may

resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

### **Audit Documentation and Confidentiality**

The audit documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. If we are requested to make the audit documentation available to outside parties, except in the case of requests during our peer review (discussed below) or when prohibited by law or direction of law enforcement, any such requests will be discussed with you before we make the documentation available to the requesting parties.

We may be requested to make certain audit documentation (working papers) available to regulators and other government agencies, pursuant to authority given by law or regulation. You should understand that responding to many such requests is mandatory. In those cases, access to such working papers will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected working papers. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies. You will be billed for additional fees as a result of the aforementioned work.

Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years, we subject our system of quality control to an examination by another accounting firm. As part of this process, the firm conducting our peer review will review a sample of our work. It is possible that the work we perform for you may be selected for such a review. If it is, our peer review firm is bound by professional standards to keep all information confidential and we are required to provide the required information.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

We will retain our audit documentation for a period of at least seven years from the date of our report. You agree that following such period, we may destroy the audit documentation without notice to you.

To maintain independence, we will not act as the host of your financial or non-financial information or as your information back-up service provider. Instead, it is your responsibility to maintain a complete set of your financial and non-financial data and records. If some portion of your data and records is contained only within our files, you agree to inform us before the issuance of our report and we will provide that to you.

The parties do not intend this engagement letter to be for the benefit of any third-party. You may inform us of third-parties who will receive a copy of our audit report. Unless you inform us of such third-parties, we are not aware of who you intend to supply our audit report to and we do not anticipate other third-parties' reliance upon our professional services unless expressly stated herein.

During the course of the engagement, we may communicate via fax, email, or other electronic mechanism. Please be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

### **Dispute Resolution Procedure including Jury Waiver**

If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Fort Worth, Texas, administered by the AAA under its Commercial Mediation Procedures.

This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of, the federal or state courts situated in Tarrant County, Texas.

Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified and the remaining terms of the engagement letter shall remain in force. The parties agree that the court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

If because of a change in status or due to any other reason, any provision in this engagement letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

### **Miscellaneous**

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of the latest external peer review report of our firm for your consideration and files.

The Honorable Mayor, Members of the  
City Council and the City Manager  
City of Saginaw, Texas  
January 11, 2022

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We may at times provide you with documents marked as drafts. You understand that those documents are for your review purposes only. You should not rely upon those documents in any way.

Although the engagement partner responsible for this engagement is a licensed certified public accountant, we inform you that we have nonlicensees who may provide services pertaining to this engagement.

If you intend to make reference to our firm or include our report or any portion of it in a published document or other reproduction, and that document or other reproduction includes a version of our report or the financial statements that is assembled differently than any version we provided you or audited, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing our report or the financial statements when you do not modify their assembly or in situations where you disseminate the audited financial statements as a standalone document, such as on your website.

Unless we provide you with written consent in advance of such use, the audited financial statements and our report are not intended to and should not be provided or otherwise made available for use in connection with the sale of debt or other securities. If, in our professional judgment, the circumstances require, we may withhold our consent.

This engagement letter sets forth all of the agreed upon terms and conditions of our engagement with respect to the matters covered herein, and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties.

*[Intentionally Left Blank]*

The Honorable Mayor, Members of the  
City Council and the City Manager  
City of Saginaw, Texas  
January 11, 2022

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We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

*Weaver and Tidwell, L.L.P.*

**WEAVER AND TIDWELL, L.L.P.**

Fort Worth, Texas

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

**City of Saginaw, Texas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## **Report on Firm's System of Quality Control**

October 16, 2019

To the Partners of Weaver and Tidwell, L.L.P.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**What inspires you, inspires us. | [eidebailly.com](http://eidebailly.com)**

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Weaver and Tidwell, L.L.P. has received a peer review rating of pass.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Eide Bailly LLP



# City of Saginaw

**Meeting Date:** 1/18/2022

**Staff Contact:** Doug Spears  
Fire Chief

**Agenda Items:** (4)(d)

**E-mail:** dougspears@saginawfire.us

**Phone:** 817-230-0412

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**SUBJECT:**

Approval of American Communications to provide the alerting and radio communications systems for the new fire station. Systems include the audio and visual alerting system, the multiple station radio systems, an internal distributed antenna system, the external antenna system, and the systems to control and activate our Outdoor Warning Siren network. Work scope includes relocating multiple components of these systems in service at the existing fire station to the new fire station.

Approval also establishes management and coordination of American Communications scope work under the the responsibility of our Construction Manager, Steele Freeman Inc.

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**BACKGROUND/DISCUSSION:**

Station alerting and radio communication systems are infinitely customizable to user specific demands. Our department expended significant time and consideration in the design and operational capabilities of the systems for the new station to ensure our needs were addressed at the best possible value and within our designated budget.

American Communications has been the primary provider of the fire department's emergency communications and Outdoor Warning Siren System for 30 plus years. They are a local, reputable and responsive vendor serving numerous public safety agencies in the region and throughout the state. Establishing management of American Communications scope of work through Steele Freeman ensures efficient work coordination and scheduling in addition to managing collaboration between trades that have an ancillary role in the alerting and communications infrastructure.

*NOTE: The details of the quote are not attached due to containing proprietary information of the vendor.*

**FINANCIAL IMPACT:**

\$86,518.00 is the total amount for the audio and visual alerting system, the multiple station radio systems, an internal distributed antenna system, the external antenna system, the systems to control and activate our

Outdoor Warning Siren network and relocation of all currently in-service components that can continue to be utilized to the new fire station.

\$86,518.00 is within our forecasted cost of the systems and services and is within the council approved fire department budget.

**RECOMMENDATION:**

Approval of American Communications as the provider of the new fire station alerting and communications systems under the construction management of Steele Freeman Inc. for a cost not to exceed \$86,518.00.



# City of Saginaw

**Meeting Date:** 1/18/2022

**Staff Contact:** Doug Spears  
Fire Chief

**Agenda Items:** (4)(e)

**E-mail:** doudspears@saginawfire.us

**Phone:** 817-230-0412

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**SUBJECT:**

Action regarding Approval of furniture for the new fire station to be provided by Business Interiors of Irving, TX

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**BACKGROUND/DISCUSSION:**

With coordination and assistance from our fire station project architects, BRW, a long and thorough process of vendor and manufacturer selection and finalizing of a furniture package was completed in December. Steelcase was chosen as the furniture manufacturer offering the best quality for price ratio. Variety at multiple quality and pricing levels as well product availability were weighted considerations with our finalized selections meeting scheduling projections and more importantly, allowing us to stay within our Council approved budget.

Pricing package includes furniture for the main entry lobby, five administrative offices, a fifty capacity training room, a six position Emergency Operations Center (EOC), an administrative conference room, a break room serving the admin offices, the EOC and training room, chairs for the two company officer desks and the nine firefighter dorms.

Multiple pieces of existing fire station furniture will be relocated to the new fire station including office furniture for the Lieutenant and Battalion Chief offices, the living quarters day room and the instructors desk for the training room. Filing cabinets and storage and organizational components will also be relocated for reuse. Some existing fire station one furniture pieces will be relocated to fire station two for reuse where there are furniture pieces that are in need of replacement. Reuse maximizes usefulness and has helped us remain within budget for furniture.

**FINANCIAL IMPACT:**

\$134,412.86 is the total price for the furniture package for the new fire station. Pricing includes delivery and installation. Purchase is being performed through Omnia Partners cooperative purchasing program representing state and local government and for which our city is a participating member. Our Business Interiors account representative has actually negotiated pricing for some components at a greater discount than the competitively bid Omnia Partners cooperative purchasing contract pricing, an estimated additional savings of \$4600.00.

**RECOMMENDATION:**

Approval of the new fire station Steelcase furniture package as presented. Approval of purchase as recommended locks in pricing and secures delivery to meet our project schedule.

**ATTACHMENTS:**

Description

New Fire Station Furniture Plan Overview



# **SAGINAW FIRESTATION**

FURNITURE PLAN, SELECTIONS & FINISHES

11.05.21 | REV 03



**BUSINESS INTERIORS®**

*[www.businessinteriors.com](http://www.businessinteriors.com)*

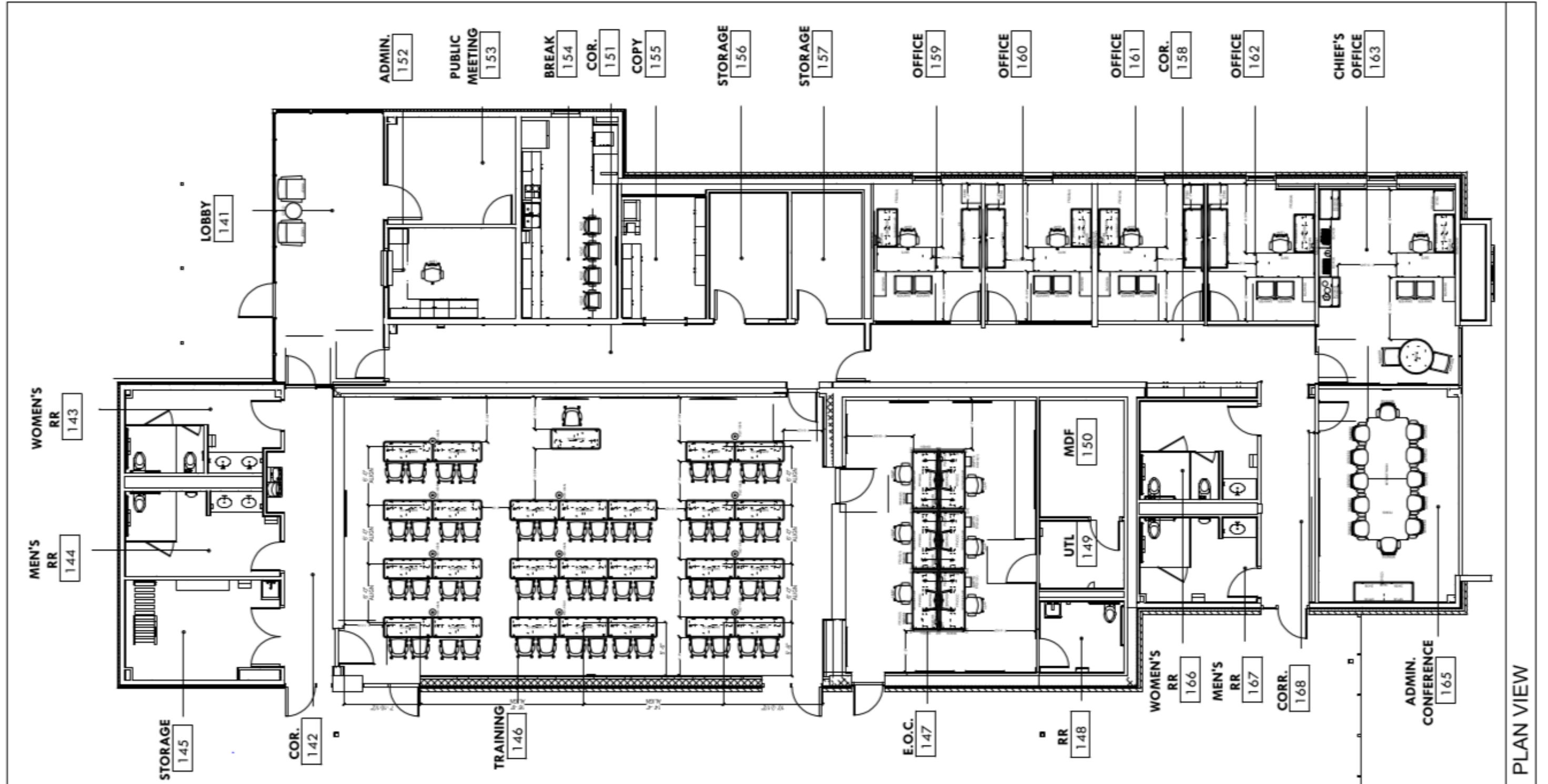
# FURNITURE PLAN



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# FURNITURE PLAN

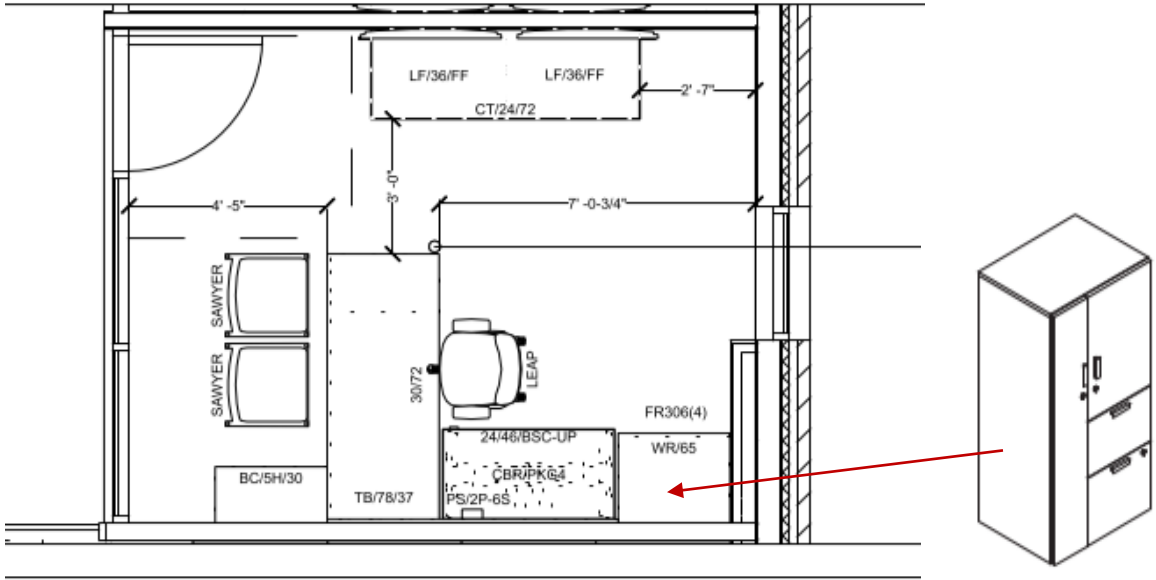


PLAN VIEW



**BUSINESS INTERIORS®**

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LAMINATE:



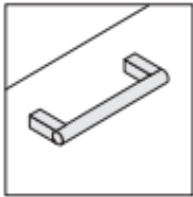
Clear Walnut

EDGE:



Clear Walnut

PULL/PAINT:



Bar/Black

PROCELIN BOARD:



Black



Steelcase Currency Enhanced

Hgt adjust return, tackboard, wardrobe tower with file/file cabinet & door, two 2-dwr lateral credenza, single box/box/file pedestal, 5-shelf bookcase

"Renderings are intended for concept only and does not represent furniture finishes"



TASK CHAIR

CH-1

BACK & HEAD-  
REST:

Vinyl Eclipse Black 5624

SEAT:

Vinyl Eclipse Black 5624

FRAME:

Midnight

ARMS &  
CASTERS:

Full Adjustable & Carpet



Steelcase | Leap

Head-rest

TASK STOOL

CH-2

BACK & HEAD-  
REST:

Vinyl Eclipse Black 5624

SEAT:

Vinyl Eclipse Black 5624

FRAME:

Midnight

ARMS &  
CASTERS:

Full Adjustable & Carpet



Steelcase | Series 2

Upholstered back, head-rest

# GUEST CHAIR

CH-3

BACK:



WOOD – CLEAR WALNUT

SEAT:



STINSON: GRAVITY  
CURRANT 63984

FRAME:



WOOD – CLEAR WALNUT

ARMS &  
CASTERS:

WOOD – CLEAR WALNUT &  
NO CASTERS



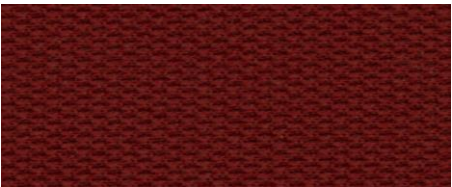
Steelcase | Sawyer

Wood frame with arms

*“Renderings are intended for concept only and does not represent furniture finishes”*

TRAINING ROOM CHAIR

CH-4

|                    |                                                                                                                           |
|--------------------|---------------------------------------------------------------------------------------------------------------------------|
| BACK:              | <br>Mesh Black                           |
| SEAT:              | <br>Connect - Lipstick Merlot<br>CC.5s99 |
| FRAME:             | <br>Black with Chrome Legs             |
| ARMS &<br>CASTERS: | Fixed Arms and Standard<br>Carpet Casters                                                                                 |

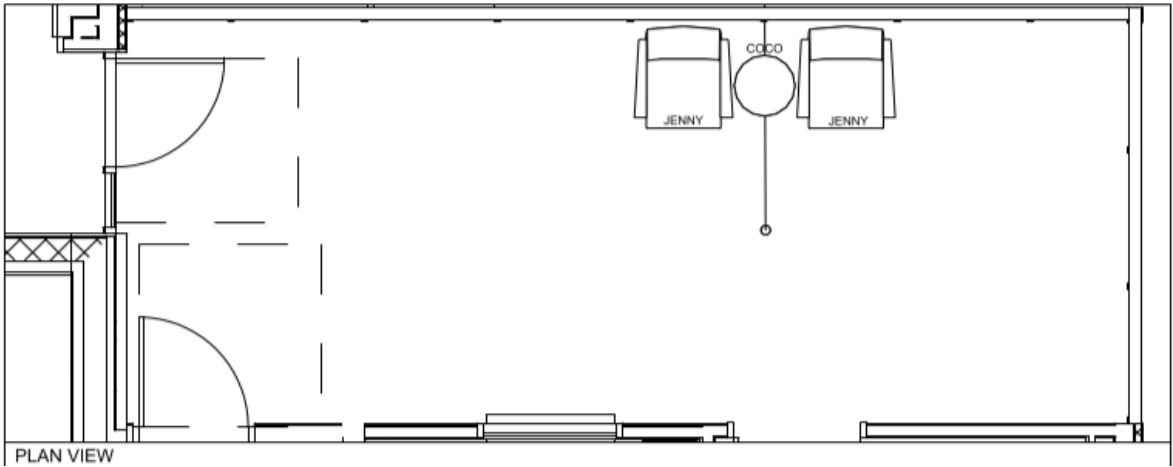


Steelcase | AMQ Tizu

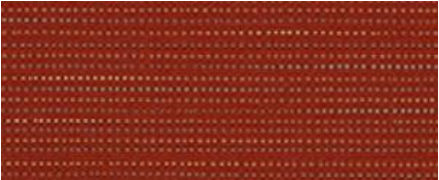


Nesting chair with fixed arms

“Renderings are intended for concept only and does not represent furniture finishes”



BACK &  
SEAT: MOMENTUM DART CARMINE



WOOD ARMS &  
LEGS: WOOD – WALNUT



Steelcase | Jenny

Club chair with wood arms and legs

“Renderings are intended for concept only and does not represent furniture finishes”

BREAKROOM STOOL

CH-7

SHELL: Plastic Gr 2 – Merlot 6BD4

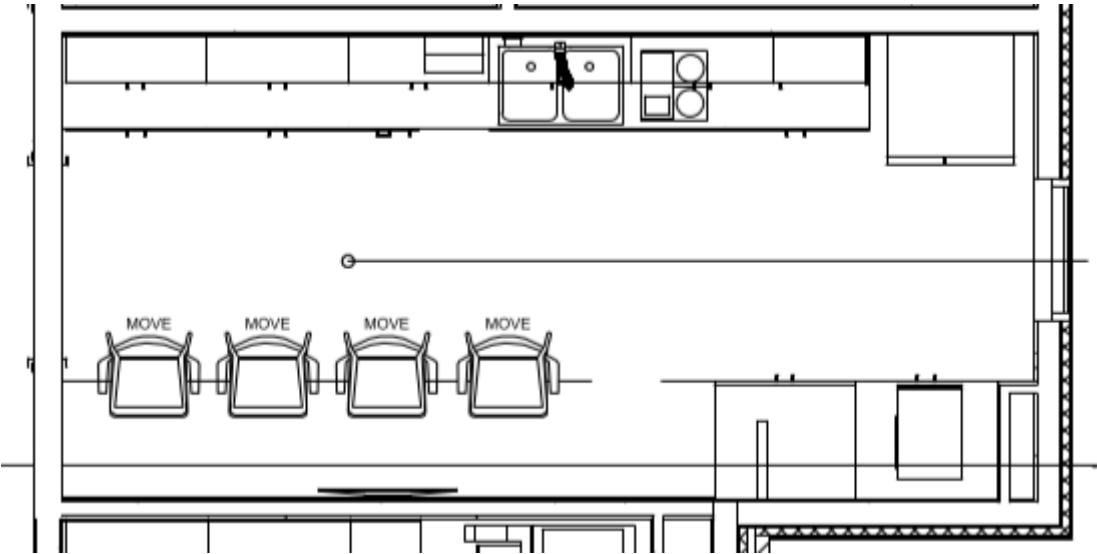


SEAT: No cushion



FRAME: Black

FIXED ARMS & MERLOT & STANDARD GLIDES  
GLIDES



Steelcase | Move

Café Height, 4-leg stool with arms

“Renderings are intended for concept only and does not represent furniture finishes”

PAINT: Merle



Steelcase | Thread

3-prong plug-in, 37.125 Height

“Renderings are intended for concept only and does not represent furniture finishes”

BOOKCASE

S-1

LAMINATE:



Clear Walnut



Steelcase | Currency

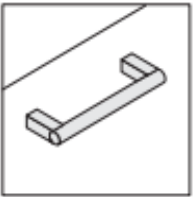
5-Shelf

*“Renderings are intended for concept only and does not represent furniture finishes”*

2-DRAWER LATERAL WITH STACKING BOOKCASE

S-2

LAMINATE:  Clear Walnut

PULL/PAIN:  Bar/Black



Steelcase | Currency

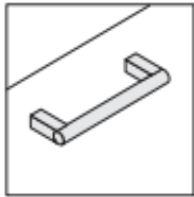
5-Shelf

CREDENZA WITH DOORS

LAMINATE:

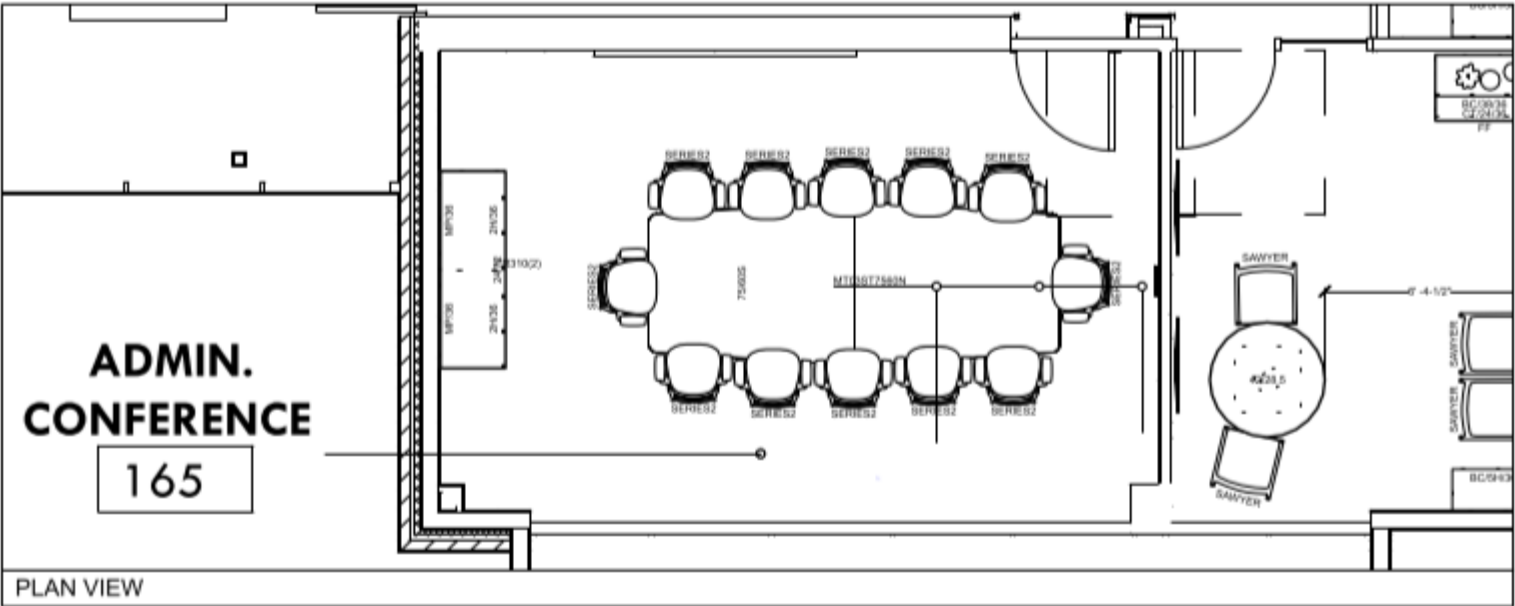


Clear Walnut



Bar/Black

PULL/PAINT:



Steelcase | Elective Elements

Storage Credenza – DOORS

“Renderings are intended for concept only and does not represent furniture finishes”

CONFERENCE TABLE

T-1



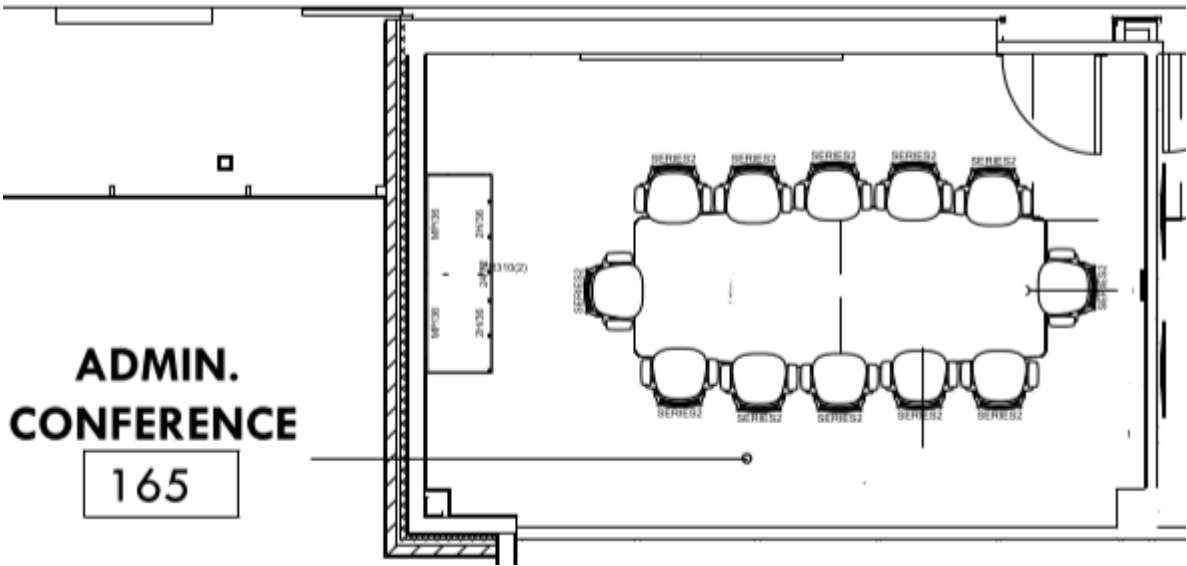
LAMINATE/FLAT  
EDGE:



BASE:



POWER PORT:



Steelcase | Media Scape

Standing Height, Graded-In, 2 Power Ports, EACH port has (6) receptacles and 2 open

“Renderings are intended for concept only and does not represent furniture finishes”

MEETING TABLE

T-3

TOP:



Clear Walnut

EDGE:

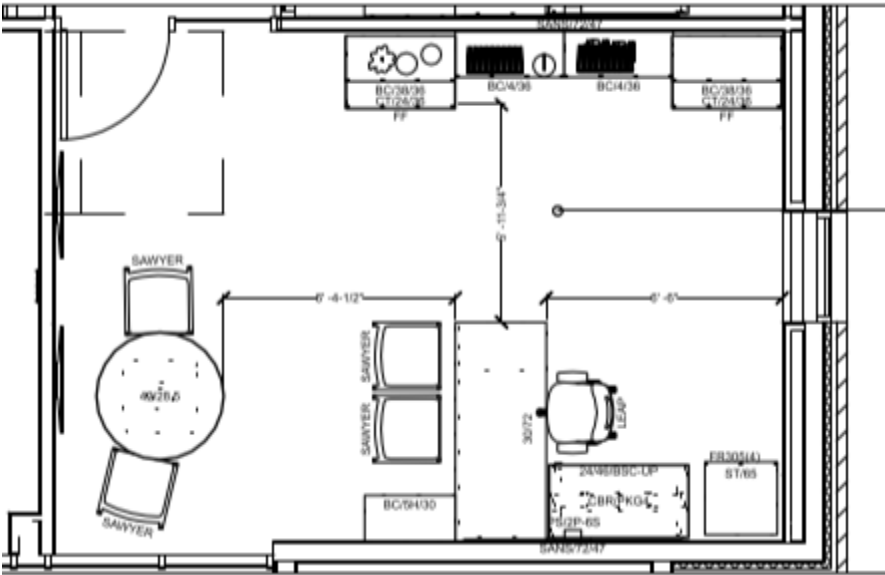


Clear Walnut

BASE:



Black



Steelcase | Currency

Round Table with Square Base

“Renderings are intended for concept only and does not represent furniture finishes”



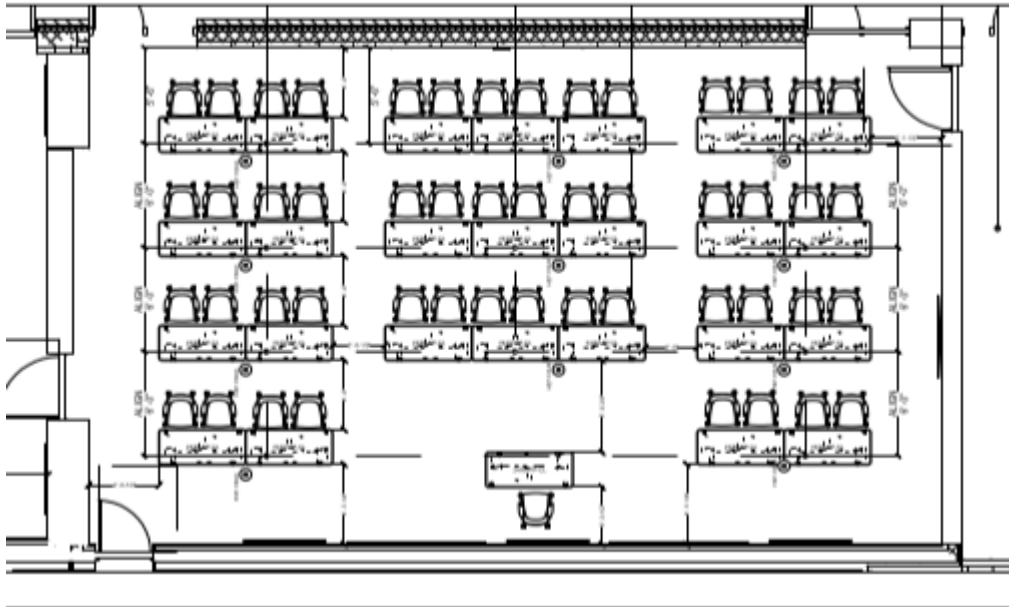
TRAINING TABLE

T-4

TOP: Blackwood 2536

EDGE: FLAT - MATCHING TOP

BASE: Platinum Metallic 4799



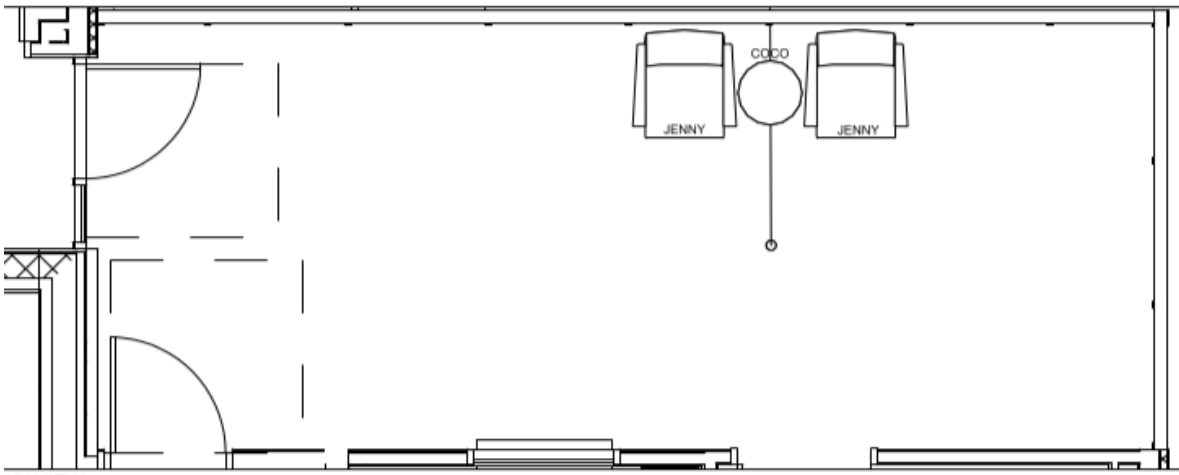
Steelcase | Verb

Nest/Flip with no grommets and NO modesty panel

“Renderings are intended for concept only and does not represent furniture finishes”

SIDE TABLE

T-6



ONLY 1 COLOR AVAILABLE AS SHOWN



Steelcase | BluDot

“Renderings are intended for concept only and does not represent furniture finishes”



PANEL: Alloy Iron P536



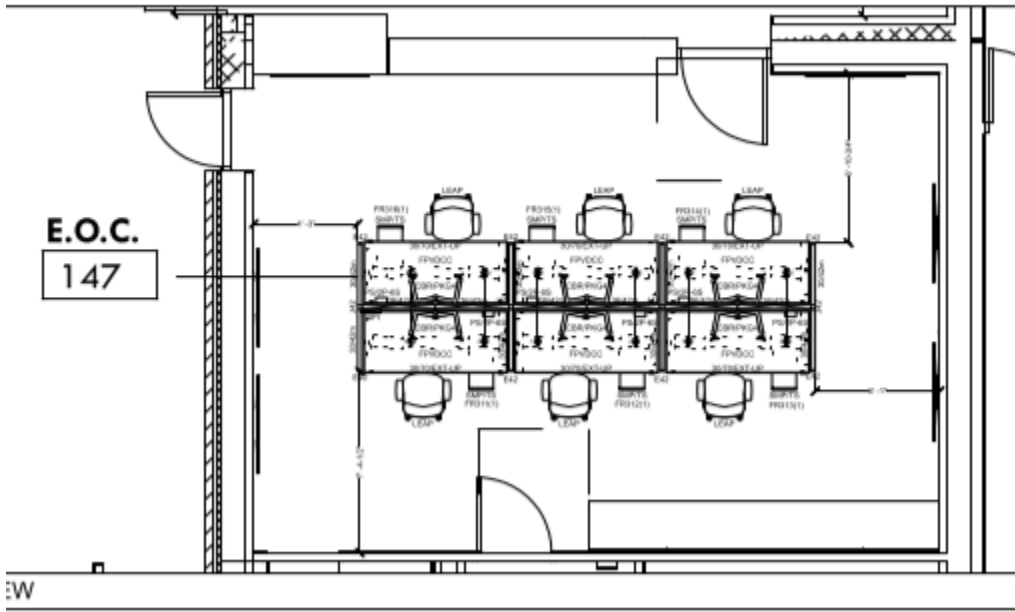
WORKSURFACE: Blackwood 2536



TRIM/PAINT: Merle



STORAGE & MONITOR ARM: Platinum Metallic



Steelcase | Migration

Height Adjustable desks, dual monitor arms

“Renderings are intended for concept only and does not represent furniture finishes”



# City of Saginaw

**Meeting Date:** 1/18/2022

**Staff Contact:** Lee Howell  
Chief of Police

**Agenda Items:** (4)(f)

**E-mail:** lhowell@saginawpolice.org

**Phone:** (817) 232-0311

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**SUBJECT:**

Action regarding Interlocal Agreement with Eagle Mountain-Saginaw Independent School District for the purpose of providing police services to the District for the period October 1, 2021 through September 30, 2022.

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**BACKGROUND/DISCUSSION:**

The City and EMS ISD have entered into an annual agreement each year since FY 99-00 to provide police services to the District. For FY 21-22 this Agreement provides three School Resource Officers, one assigned to Saginaw High School, one assigned to Highland Middle School, and one assigned to Wayside Middle School. The Agreement also provides School Crossing Guard Services for Bryson, High Country, and Saginaw Elementary Schools, and at the intersection of Basswood and High Country.

EMS ISD agrees to reimburse one-half (50%) of the annual salary and benefits of the three SRO's and all Crossing Guards, plus 10% of the Police Sergeant position supervising these programs.

This Interlocal Agreement was approved by the EMS ISD School Board at the regular meeting of December 13th, 2021.

**FINANCIAL IMPACT:**

The financial obligation for EMS ISD shall not exceed an annual total of \$151,922.86, to be paid to the City in payments as billed. The amount has been amended to reflect the FY 20-21 Cares Act funding which reimbursed a portion of the sworn personnel costs (\$19,372.19).

**RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

Description

Local Agreement 21-20

## 21-20 EMS ISD Reimbursement

**STATE OF TEXAS**

**COUNTY OF TARRANT**

**MEMORANDUM OF UNDERSTANDING**

WHEREAS, Chapter 37, Education Code, authorizes school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of school resource officers; and

WHEREAS, the City of Saginaw ("CITY") and the Eagle Mountain Saginaw-Independent School District ("DISTRICT") desire to enter into a memorandum of understanding (MOU) for the purpose of providing School Resource Officers to provide law enforcement services to DISTRICT by CITY, as hereinafter set out in the body of this memorandum; and

WHEREAS, DISTRICT agrees that CITY will incur additional costs in providing School Resource Officers for law enforcement purposes, and DISTRICT agrees to defray those costs as provided herein.

NOW, THEREFORE, in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, CITY and DISTRICT do hereby agree as follows:

**I.**

The board of trustees of the school district shall determine the law enforcement duties of School Resource Officers, which must be included in the district improvement plan, the student code of conduct, and any other campus or district document describing the role of School Resource Officers in the district, **attached here as Exhibit A and incorporated as if fully set forth herein**. Notwithstanding anything else in this memorandum, School Resource Officers shall perform law enforcement duties, and may not be required to perform routine student discipline or school administrative tasks, or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of DISTRICT shall coordinate with district campus behavior coordinators and other district employees to ensure that School Resource Officers provided by CITY are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other DISTRICT employees.

It is understood by DISTRICT and CITY that, in the course of providing law enforcement duties, School Resource Officers may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the DISTRICT or any DISTRICT employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

**II.**

CITY desires to assign one police officer as a School Resource Officer to Saginaw High School, assign one officer to Highland Middle School, assign one officer to Wayside Middle School, and one supervisor (police corporal or sergeant), said officers to serve under direction of CITY's Chief of Police ("CHIEF") or the CHIEF's designee. Said officers shall conduct police activities and investigations on the campuses of Saginaw High School, Highland Middle School and Wayside Middle School and at other property of DISTRICT as necessary to carry out said officers' duties. DISTRICT shall furnish suitable office space and telephone for the use of the School Resource Officers, but not supervisor, but CITY shall pay all other operational expenses. Nothing in this MOU shall abridge the right and responsibility of the CHIEF to assign, reassign, discipline and otherwise supervise the activities of the School Resource Officers.

Further, nothing in this MOU shall require CITY to provide continuous police presence on the campuses of Saginaw High School, Highland Middle School and Wayside Middle School during every school day when the School Resource Officers are away from the campus for court, training, administrative duties, arrest processing or other official duties as determined solely by the CHIEF.

III.

The officers assigned to Saginaw High School, Highland Middle School and Wayside Middle School campuses shall be assigned normally during the school year. During other times, said officers shall report for duty at the CITY's Police Department.

IV.

In recognition of the cost and in support of CITY's desire to assign the School Resource Officers to the above-referenced campuses, the DISTRICT agrees to pay the CITY four (4) quarterly payments of \$40,375.20 to partially defray the costs incurred by CITY contemplated in this MOU. Nothing in this MOU shall be construed as an employment agreement between the School Resource Officers and DISTRICT or CITY and the DISTRICT. Neither the School Resource Officers nor the CITY shall be DISTRICT employees, volunteers, or independent contractors, and will not act under the authorization, order, or direction of the DISTRICT or any DISTRICT employee, volunteer, or independent contractor.

V.

CITY agrees to assign four (4) school crossing guards; one at the intersection of North Old Decatur Road and Park Center Boulevard for assistance to pedestrian traffic exiting Bryson Elementary School, one at Saginaw Elementary school, one at High Country Elementary school, and one at High Country and Basswood Blvd. The CHIEF or his designee shall establish acceptable hours of availability, and ensure that the crossing guard has received state-mandated training in traffic direction and control.

VI.

The DISTRICT agrees to pay the CITY one (1) payment of \$9794.28. Both governing bodies of the respective parties find this amount to be fair compensation for services performed.

VII.

CITY shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees and DISTRICT shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither CITY nor DISTRICT shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of officers, members, agents, servants, employees, or trustees of the other. Nothing in this MOU shall waive any statutory or common-law immunity or defense of CITY or DISTRICT.

VIII.

The governing bodies of CITY and DISTRICT have approved the execution of this MOU, and the persons signing the MOU have been duly authorized by the governing bodies of the CITY and DISTRICT to sign this MOU on behalf of the governing bodies.

IX.

Either party may terminate this MOU by giving thirty (30) days written notice to the other party. In the event the MOU is terminated prior to the end of the term year, the payments provided in Section IV and VI shall be provided to the date of termination.

X.

This MOU supersedes and shall be controlling over all other agreements governing the subject matter described herein and all other such agreements between CITY and DISTRICT are hereby terminated.

XI.

1. CONFIDENTIAL INFORMATION. DISTRICT, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by CITY as confidential and shall not disclose any such information to a third party without the prior written approval of CITY, except as required by law. CITY, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by DISTRICT as confidential and shall not disclose any such information to a third party without the prior written approval of DISTRICT, except as required by law. In carrying out its duties, CITY, and its officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and Eagle Mountain-Saginaw ISD Board Policy FL (LEGAL) and (LOCAL), and only for purposes of provision of law enforcement services.

2. NON-DISCRIMINATION COVENANT.

- a. DISTRICT and CITY, in the execution, performance, or attempted performance of this MOU, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will DISTRICT or CITY permit its agents, employees, subcontractors, or program participants to engage in such discrimination.
- b. In addition to the above, CITY and DISTRICT covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this MOU shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

3. GOVERNMENTAL POWERS/IMMUNITIES. It is understood and agreed that by execution of this MOU, neither CITY nor DISTRICT waives or surrenders any of its governmental powers or immunities.

4. GOVERNING LAW / VENUE. This MOU shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this MOU, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

5. SEVERABILITY. If any provision of this MOU is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

6. HEADINGS NOT CONTROLLING. Headings and titles used in this MOU are for reference purposes only, shall not be deemed a part of this MOU, and are not intended to define or limit the scope of any provision of this MOU.

7. AMENDMENTS. No amendment of this MOU shall be binding upon a party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each party.

8. ENTIRETY OF AGREEMENT. This MOU contains the entire understanding and agreement between CITY and DISTRICT, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this MOU.

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

10. BODY WORN CAMERAS. Should the CITY acquire body worn cameras (BWC), the CITY agrees to conform to all state training and use requirements, and provide the DISTRICT a copy of its BWC policies and procedures for its information. CITY may, if not otherwise prohibited by law, provide DISTRICT copies of any such video of students, parents, employees, or others upon school property, upon request by the DISTRICT, as an intergovernmental transfer. The parties also agree that any such video taken by, and kept in the possession of the CITY, may be considered "law enforcement records" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Sec. 99.8, and that any copy of such video, if permitted by law to be provided to the DISTRICT, may then become an educational record of the DISTRICT under FERPA.

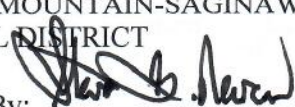
EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2021 by the City of Saginaw.

CITY OF SAGINAW

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2021 by the Eagle Mountain-Saginaw Independent School District.

EAGLE MOUNTAIN-SAGINAW INDEPENDENT  
SCHOOL DISTRICT

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

Eagle Mountain-Saginaw ISD  
220918

SAFETY PROGRAM/RISK MANAGEMENT  
DUTIES OF SCHOOL RESOURCE OFFICER

CKE(LOCAL)  
ADMINISTRATIVE REGULATION

**Law:**

In accordance with SB 1707 86<sup>th</sup> Legislative Session 2019-2020, a school district must clarify that a school resource officer (SRO) shall not be involved in the routine discipline of students. Under the law, a school district must write out the roles and responsibilities of school resource officers and place them in the student code of conduct, district improvement plan, the memorandum of understanding between the school district and the local law enforcement agency and any other campus or district document describing the role of a school resource officer.

School resource officers shall perform law enforcement duties for the school district that include protecting the safety and welfare of any person in the jurisdiction of the resource officer and the property of the school district.

The school district may not assign or require of the school resource officer any routine student discipline or school administrative tasks or have contact with students unrelated to the law enforcement duties of the resource officer. This does not prohibit a school resource officer from having informal contact with a student unrelated to the assigned duties of the officer or any incident involving student behavior or law enforcement.

In determining the law enforcement duties, the board of trustees of the school district shall coordinate with district campus behavior coordinators and other district employees to ensure that school resource officers are tasked only with duties related to law enforcement interventions.

**Duties:**

- The SRO will coordinate with school administrators to establish and maintain a safe and secure learning environment.
- SRO will assist in conflict resolution efforts with students, parents, and campus administration.
- SRO will exercise efforts to maintain order as District staff enforce school policies.
- SRO will conduct foot patrols and monitoring of campus to assist school administration and local police in the prevention of criminal activity.
- SRO will work closely with school administration to develop and train school staff in handling crisis situations once approved by SRO's supervisor.
- SRO will attend and participate in school events such as drills, assemblies and other daytime school activities, as needed and requested by campus administration and approved by SRO's supervisor.
- SRO will work to build rapport and positive relationships with students, parents, and staff.

Exhibit A

Eagle Mountain-Saginaw ISD  
220918

SAFETY PROGRAM/RISK MANAGEMENT  
DUTIES OF SCHOOL RESOURCE OFFICER

CKE(LOCAL)  
ADMINISTRATIVE REGULATION

- SRO will be a visible deterrent of criminal activity and provide a security presence on campus.
- SRO will reasonably apply the Use of Force as described by the Police Department's Use of Force Policy.
- SRO will assist campus administration in the removal of any unauthorized person(s) and/or vehicle on the campus during class times or school events.
- SRO will assist school administration with their security and safety concerns.
- SRO will participate as a member of the campus threat assessment team as outlined by Senate Bill 11 for the purposes of assessing risks and threats in school.
- SRO will assist with traffic on public and school property to ensure proper traffic flow around school campuses.

**The EMS-ISD reimburses the City for half the cost of the three school resource officers salary and benefits and half the cost of the school crossing guards**

|      |   |                                |          |        |          |           |        |       |      |        |           |            |          |            |     |                   |
|------|---|--------------------------------|----------|--------|----------|-----------|--------|-------|------|--------|-----------|------------|----------|------------|-----|-------------------|
| 182  | 5 | Police School Resource Officer | Dunks    | 69,863 | 5,344.52 | 14,877.31 | 729.72 | 23.93 | 9.27 | -      | 9,155.04  | 99,239.81  | 3,199.72 | 102,439.54 | 50% | 51,219.77         |
| 321  | 5 | Police School Resource Officer | Bowman   | 67,409 | 5,156.76 | 14,354.67 | 729.72 | 23.93 | 9.27 | 365.00 | 13,535.04 | 100,455.10 | 3,087.32 | 103,542.42 | 50% | 51,771.21         |
| 1233 | 5 | Police School Resource Officer | Anderson | 62,505 | 4,781.62 | 13,310.40 | 729.72 | 23.93 | 9.27 | -      | 9,155.04  | 89,751.89  | 2,862.72 | 92,614.61  | 50% | 46,307.31         |
| 1112 | 5 | Police Sergeant                | Espinosa | 84,531 | 6,466.61 | 18,000.85 | 729.72 | 23.93 | 9.27 | -      | 9,155.04  | 118,153.38 | 3,871.51 | 122,024.89 | 10% | 12,202.49         |
| 407  | 5 | School Crossing Guard          | Spindor  | 4,916  | 376      |           |        |       |      |        |           | 5,292.16   | 160.76   | 5,452.92   | 50% | 2,726.46          |
|      | 5 | School Crossing Guard          | VACANT   | 4,248  | 325      |           |        |       |      |        |           | 4,572.97   | 138.91   | 4,711.88   | 50% | 2,355.94          |
|      | 5 | School Crossing Guard          | O'Donley | 4,248  | 325      |           |        |       |      |        |           | 4,572.97   | 138.91   | 4,711.88   | 50% | 2,355.94          |
| 707  | 5 | School Crossing Guard          |          |        |          |           |        |       |      |        |           | 4,572.97   | 138.91   | 4,711.88   | 50% | 2,355.94          |
|      |   |                                |          |        |          |           |        |       |      |        |           |            |          |            |     | <b>171,295.06</b> |

Credit for 2020 CARES Act funding:

|                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                  |
|------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|------------------|
| Dunks            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                  |
| Hernandez/Bowman |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 6,080.24         |
| Anderson         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 6,080.24         |
| Andress          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 5,556.79         |
|                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1,654.92         |
|                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <b>19,372.19</b> |

FY21/22 Revised request for EMS-ISD funding

**151,922.86**

| The EMS-ISD reimburses the City for half the cost of the three school resource officers salary and benefits and half the cost of the school crossing guards |   |                                |          |        |          |           |        |       |      |        |           |            |          |            |     |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------------------------------|----------|--------|----------|-----------|--------|-------|------|--------|-----------|------------|----------|------------|-----|-------------------|
| 182                                                                                                                                                         | 5 | Police School Resource Officer | Dunks    | 69,863 | 5,344.52 | 14,877.31 | 729.72 | 23.93 | 9.27 | -      | 9,155.04  | 99,239.81  | 3,199.72 | 102,439.54 | 50% | 51,219.77         |
| 321                                                                                                                                                         | 5 | Police School Resource Officer | Bowman   | 67,409 | 5,156.76 | 14,354.67 | 729.72 | 23.93 | 9.27 | 365.00 | 13,535.04 | 100,455.10 | 3,087.32 | 103,542.42 | 50% | 51,771.21         |
| 1233                                                                                                                                                        | 5 | Police School Resource Officer | Anderson | 62,505 | 4,781.62 | 13,310.40 | 729.72 | 23.93 | 9.27 | -      | 9,155.04  | 89,751.89  | 2,862.72 | 92,614.61  | 50% | 46,307.31         |
| 1112                                                                                                                                                        | 5 | Police Sergeant                | Espinosa | 84,531 | 6,466.61 | 18,000.85 | 729.72 | 23.93 | 9.27 | -      | 9,155.04  | 118,153.38 | 3,871.51 | 122,024.89 | 10% | 12,202.49         |
| 407                                                                                                                                                         | 5 | School Crossing Guard          | Spindor  | 4,916  | 376      |           |        |       |      |        |           | 5,292.16   | 160.76   | 5,452.92   | 50% | 2,726.46          |
|                                                                                                                                                             | 5 | School Crossing Guard          | VACANT   | 4,248  | 325      |           |        |       |      |        |           | 4,572.97   | 138.91   | 4,711.88   | 50% | 2,355.94          |
|                                                                                                                                                             | 5 | School Crossing Guard          | VACANT   | 4,248  | 325      |           |        |       |      |        |           | 4,572.97   | 138.91   | 4,711.88   | 50% | 2,355.94          |
| 707                                                                                                                                                         | 5 | School Crossing Guard          | O'Donley | 4,248  | 325      |           |        |       |      |        |           | 4,572.97   | 138.91   | 4,711.88   | 50% | 2,355.94          |
|                                                                                                                                                             |   |                                |          |        |          |           |        |       |      |        |           |            |          |            |     | <b>171,295.06</b> |

Credit for 2020 CARES Act funding:

|                  |           |     |                  |
|------------------|-----------|-----|------------------|
| Dunks            | 12,160.48 | 50% | 6,080.24         |
| Hernandez/Bowman | 12,160.48 | 50% | 6,080.24         |
| Anderson         | 11,113.58 | 50% | 5,556.79         |
| Andress          | 16,549.22 | 10% | 1,654.92         |
|                  |           |     | <b>19,372.19</b> |

FY21/22 Revised request for EMS-ISD funding

**151,922.86**



# City of Saginaw

**Meeting Date:** 1/18/2022

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

**Agenda Items:** (4)(g)

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

**Phone:** (817) 230-0449

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**SUBJECT:**

Action regarding Authorization of an Individual Project Order with Kimley-Horn & Associates, Inc. for the 2021 Saginaw Boulevard Beautification (Green Ribbon Funding)

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**BACKGROUND/DISCUSSION:**

The Texas Department of Transportation (TxDOT) Green Ribbon program was initiated in 1999 to provide construction funding opportunities in certain areas for landscape improvements along state highway corridors. In addition to supporting the goal of air quality improvement, the program is designed to transform and beautify corridors such as Saginaw Boulevard through landscape enhancements.

In August of 2021, a Green Ribbon grant application was submitted to TxDOT for Saginaw Boulevard from the northern City Limits to Minton Road. On November 19, 2021, the City was notified that our application was accepted. The amount of the grant is capped at \$400,000 and is subject to execution of a maintenance agreement and Advance Funding Agreement that will be forwarded to the City Council for consideration at a future date.

The IPO includes coordination, survey, preparation of construction documents, reporting, bidding, and construction contract administration for a total amount of \$58,000. All of the tasks will be paid on a lump sum basis except Construction Contract Administration that will be based on an hourly rate estimated to total \$3,000.

**FINANCIAL IMPACT:**

The financial impact will be \$58,000. Funds are available in the General Fund Balance.

**RECOMMENDATION:**

It is recommended that the IPO with Kimley-Horn be approved in an amount not to exceed \$51,500 for the 2021 Saginaw Boulevard Beautification (Green Ribbon Funding).

**ATTACHMENTS:**

## Description

2021 Saginaw Boulevard Beautification (Green Ribbon Funding) IPO

## INDIVIDUAL PROJECT ORDER NUMBER 2021 SAGINAW BLVD BEAUTIFICATION

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Saginaw, Texas (the Client or City) 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:**

**Project Name:** Saginaw Boulevard Beautification Project (Green Ribbon Funding) Phase II  
**KH Project Manager:** Katherine Utecht

### **Specific scope of basic Services:**

This project consists of construction documents and construction phase services for the landscape design along portions of the east side of Saginaw Boulevard within the parkway right-of-way (ROW) and irrigation for landscape as shown on the attached "Exhibit A." The Consultant understands the project construction cost will be federally funded and will be programmed by TxDOT. The Client understands the project will follow the TxDOT Design Review Process and follow Local Government Project Procedures.

### ***Task 1 – Project Meetings and Design Coordination***

The Consultant will provide the following professional services under this task:

1. Kick-Off Meeting – The Consultant will facilitate one (1) kick-off meeting with City Staff and TxDOT to review schedule, design guidelines and requirements, and general design criteria and preferences for the landscape and irrigation within the parkway.
2. Meetings – Prepare for and attend City plan review meetings (60%, 90%).
3. Coordination –
  - a. TxDOT coordination consisting of correspondence with TxDOT District, submittals (60% and 90%), and TxDOT review response letters.
  - b. Project communication, correspondence, and coordination with City. The Consultant anticipates 1 hour a week for the duration of the project, not to exceed 25 hours, for project communication (emails, phone calls, meetings, project updates/clarifications).
  - c. Prepare monthly invoices and invoice summary per TxDOT standards.
  - d. Prepare project schedule and update throughout design for TxDOT and the City.

Services/Deliverables provided by the Client:

- a. Attend kickoff meeting.
- b. Attend meetings for reviewing plans.
- c. Coordination and correspondence with TxDOT and the City.

### ***Task 2 - Survey***

The Consultant will prepare a topographic survey for the subject parkway areas, as indicated on the attached "Exhibit A" for the purpose of preparing landscape plans. The Consultant will survey existing limits of pavement for the parkway and median, along Saginaw Boulevard, and will include guardrails, fencing, traffic poles, signs, and other observed above ground physical features.

The Consultant will prepare an electronic map showing existing contour lines at 1' intervals based on a nominal 50' grid system, along with major grade breaks.

Visible evidence of utilities, including water valves, storm inlets, sewer cleanouts, electrical lines, telephone lines and gas lines will be located. This task does not include subsurface utility locations.

The Consultant will set on-site temporary bench marks in close proximity to the limits of work, as indicated on the attached "Exhibit A."

### ***Task 3 – Construction Documents***

The Consultant will prepare the landscape construction plans, in general accordance with the approved Saginaw Boulevard Beautification Schematic Design concept prepared in September 2018 – see attached "Exhibit A". The construction plans will provide locations of landscape improvements, planting details, irrigation plans and details, and specifications. This task consists of plan sets and submittals as follows:

1. 30% submittal (1" = 30' scale min.) consisting of:

- Identify locations for landscape and irrigation areas.
- Perform project quantity takeoff and develop an opinion of probable construction costs (OPCC) using the TxDOT Estimate Spreadsheet in accordance with TxDOT requirements (no lump sum items).
- Prepare project schedule/timeline based on TxDOT review schedule.
- Circulate to the City for review and comment.
- Conduct one review meeting with the City to solicit review comments.

Submit final 30% to the City for submission to TxDOT District office. The 30% submittal will consist of: three (3) full size 30% roll plots (1"=30' scale) and one (1) .pdf copy.

2. 60% Plans, Specifications, and Estimate (PS&E) submittal consisting of:

- Further develop Landscape Plans and Details showing new plant material locations as they relate to the parkway. Included in these sheets will be a planting schedule specifying recommended plant species and details illustrating recommended installation methods and requirements.
- Develop Irrigation Plans and Details for the proposed landscape improvements as necessary showing head layout, pipe sizing and Controller/Valve locations and standard details. These plans will show sufficient detail for construction and will be prepared to conform to published City and TxDOT requirements.
- Compile applicable City standard details and TxDOT standard details necessary for design. Modify standard details as needed.
- Revise project schedule/timeline based on TxDOT review schedule.
- Develop final construction cost projections / estimate.
- Submit three (3) 11" x 17" to the City for review and comment.
- Submit one (1) 11" x 17" to the City for review and comment.
- Address City Comments and re-submit three (3) 11" x 17" to the TxDOT District Office for review and comment.
- Conduct 60% PS&E comment review meeting with TxDOT district Office to solicit review comments and discuss the approach to addressing comments.
- Address 60% PS&E comments and prepare TxDOT Response Letter.

The 60% submittal (11"x 17" plan sheets) consisting of:

- TxDOT Standard Cover/Index
- Project Control
- Quantity Summary Sheets
- Project Layout
- Landscape
- Irrigation
- Miscellaneous Details
- TxDOT Standard Detail Sheets
- OPCC
- General Notes

3. 90% PS&E Submittal

- Submit three (3) 11" x 17" to the City for review and comment.
- Address City comments, prepare comment response letter and re-submit three (3) 11" x 17" to the TxDOT District Office review and comment.
- Conduct 90% PS&E comment review meeting with TxDOT District Office to solicit review comments and discuss the approach to addressing comments.
- Address TxDOT Area Office comments and resubmit three (3) 11" x 17" for review and comment.

The 90% submittal (11"x 17" plan sheets) consisting of:

- TxDOT Standard Cover/Index
- Project Control
- Quantity Summary Sheets
- Project Layout
- Landscape
- Irrigation
- Miscellaneous Details
- TxDOT Standard Detail Sheets
- Opinion of probable construction cost / Estimate
- General Notes

4. 100% PS&E Submittal

- Incorporate the final design submittal review comments and prepare comment response letter.
- Prepare final project manual, consisting of:
  - City of Saginaw standard construction contract forms
  - Notice to bidders
  - Special instructions to bidders
  - Bid form
  - Standard construction contract
  - Performance Bond
  - Payment Bond
  - Certificate of insurance
  - General conditions
  - Special provisions
  - Technical specifications
  - LGPP required forms
- Submit five (5) sets of plans and specifications to the City.

- Submit one (1) set of plans and specifications to the TxDOT.
- Submit final OPCC. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Subsequent modifications resulting from material site plan changes directed by the City or their representatives will be billed to the City as additional services.

Services/Deliverables provided by the Client:

- a. Attend review meetings.
- b. Review and comment on the 30%, 60%, and 90% submittal.
- c. Approve 100% submittal.

#### ***Task 4 – ISA Report***

This effort consists of preparation and submittal of the published TxDOT ISA Report Form, June 2016 (510.01.DS). As part of this effort, Consultant will review historic aerial images and mapping, and the results of a regulatory records review (database search). The Consultant will submit a Preliminary Scoping Form to the TxDOT Fort Worth District, in an effort to determine the environmental submittal requirements for the project. One project site visit will be conducted to make observations and take photographs of the existing observable conditions related to the environmental concerns outlined in the ISA Report. Interviews with local residents, TxDOT staff, or City personnel are not included in this task.

This task includes up to 30 hours of the Consultant effort. Any additional effort, or additional TxDOT requirements, including responding to comments or requests for additional information will be considered an Additional Service.

#### ***Task 5 – 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 six (6) 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.

Deliverables:

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

Services/Deliverables provided by the Client:

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

**Task 6 – Construction Contract Administration**

Consultant will provide construction phase services to the Client during construction of this project. The estimated construction period of the project is eight (8) months for the basis of establishing the Consultant's fee. This task assumes a maximum effort of 15 hours. If additional effort is required, the Consultant will notify the Client and bill to the Client on an hourly basis. 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 two (2) 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 on an hourly basis. 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. This task anticipates response to three (3) requests for information.
- 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. This task anticipates response to one (1) change order.
- 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. This task anticipates response to three (3) Shop Drawings and Samples.
- 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:

- a. Shop Drawing reviews
- b. Contractor's Estimates
- c. Record Drawings

Services/Deliverables provided by the Client:

- a. Provide Client's staff input on progress of work.
- b. Payment of the Contractor.

**Additional Services if required:**

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
- 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.
- 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 provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

**Deliverables:**

- Survey
- Construction Documents
- ISA Report
- Construction Contract Documents

**Terms of compensation:**

| <b>Task Name</b>                                  | <b>Budget Amount</b> | <b>Fee Type</b>    |
|---------------------------------------------------|----------------------|--------------------|
| Task 1 – Project Meetings and Design Coordination | \$ 8,000             | (Lump Sum)         |
| Task 2 – Survey                                   | \$ 10,000            | (Lump Sum)         |
| Task 3 – Construction Documents                   | \$ 25,000            | (Lump Sum)         |
| Task 4 – ISA Report                               | \$ 6,000             | (Lump Sum)         |
| Task 5 – Bidding                                  | \$ 6,000             | (Lump Sum)         |
| Task 6 – Construction Contract Administration     | \$ 3,000             | (Hourly)           |
| <b>Total Fee</b>                                  | <b>\$58,000</b>      | <b>(Estimated)</b> |

Consultant will perform the services in Tasks 1 through 5 for the total lump sum fee of \$55,000. 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 6 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.

Lump Sum tasks will be invoiced based on the percent completion of the tasks. Hourly tasks will be invoiced according to the hourly rate schedule in effect at the time services are provided. Actual invoiced amounts for hourly tasks will be based on effort expended.

As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request the Consultant to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

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

**Other special terms of Individual Project Order:** None

**Kimley-Horn and Associates, Inc.**

**Standard Rate Schedule**

(Hourly Rate)

|                          |               |
|--------------------------|---------------|
| Analyst                  | \$125 - \$200 |
| Professional             | \$180 - \$240 |
| Senior Professional I    | \$225 - \$285 |
| Senior Professional II   | \$265 - \$300 |
| Senior Technical Support | \$150 - \$220 |
| Support Staff            | \$95 - \$135  |
| Technical Support        | \$95 - \$140  |

Effective through June 30, 2022

Subject to periodic adjustment thereafter

ACCEPTED:

**CITY OF SAGINAW**

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**KIMLEY-HORN AND ASSOCIATES, INC.**

SIGNED: Scott R. Arnold

PRINTED NAME: Scott R. Arnold

TITLE: Vice President



# City of Saginaw

**Meeting Date:** 1/18/2022

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

**Agenda Items:** (4)(h)

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

**Phone:** 817-230-0449

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**SUBJECT:**

Action Regarding Authorization of Contract Agreement and Deposit for the 2022 4<sup>th</sup> of July fireworks display

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**BACKGROUND/DISCUSSION:**

For the last several years the Park and Recreation Advisory Board has voted to recommend that the City Council authorize a fireworks display to celebrate Independence Day. Funding for the display is paid through the Parks Budget. The proposed fireworks display vendor for the 2022 celebration is Pyro Shows of Texas, Inc. (Pyro) who was used for the 2021 celebration.

Pyro proposes to provide the display for a total cost of \$17,250.00. In order to secure the proposed date of Saturday, July 2, 2022, it is necessary to pay an \$8,625.00 deposit and execute a Contract Agreement before February 5, 2022.

**FINANCIAL IMPACT:**

The Financial Impact is \$8,625.00. Funds are available in the Parks Donation Fund.

**RECOMMENDATION:**

It is recommended that the City Council authorize an \$8625.00 deposit to Pyro Shows of Texas, Inc. for the 2022 4<sup>th</sup> of July fireworks display to be held on Saturday, July 2, 2022.

**ATTACHMENTS:**

Description

Pyro Contract Agreement

Park Fund Balance 12-31-21

**PYRO SHOWS OF TEXAS, INC.  
Contract Agreement**

This Agreement made on Jan 6, 2022 by and between PYRO SHOWS OF TEXAS INC., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135, and hereinafter referred to as "PYRO SHOWS" and Saginaw, City of with its principal place of business located at P. O. Box 79070 Saginaw, Texas 76179 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # 22-TX-07-02-C-17250-000014 dated Jan 6, 2022. The Show will be given on July 2, 2022. Rain date/postponement date: **No Rain Date Selected 0, 0**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

**PYRO SHOWS OF TEXAS, INC.**  
**Contract Agreement**

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of , and any suit involving this contract shall be brought in the Courts of , and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Saginaw, City of shall pay PYRO SHOWS \$ 17,250.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 17,250.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 8,625.00) upon return of signed contract by February 5, 2022. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

**TAXES:** Customer shall be responsible for all applicable sales taxes.

**PYRO SHOWS OF TEXAS, INC.**  
**Contract Agreement**

**IMPORTANT:** Checks must be made payable to **PYRO SHOWS OF TEXAS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**PYRO SHOWS OF TEXAS, INC.**

BY:   
Chad Stanley, General Manager

DATE: Jan 10 2022 09:34 EST

**CUSTOMER**

BY: Randy Newsom      Randy Newsom      Assist. Director      DATE: Jan 06 2022 16:30 EST  
Signature      Printed Name      Title

**WARRANTY EXCLUSIONS**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

**Park Fund**

Beginning Balance: 11/1/2021 **\$140,422.17**

|                  |                |                    |
|------------------|----------------|--------------------|
| Donations Added: |                |                    |
|                  | November 20201 | \$7,899.22         |
|                  | December 2021  | \$6,741.30         |
|                  |                |                    |
|                  |                |                    |
| <b>Total</b>     |                | <b>\$14,640.52</b> |

|                           |                                          |                    |
|---------------------------|------------------------------------------|--------------------|
| Less Expenditures:        |                                          |                    |
|                           | Partial KHA Payment for Park Master Plan | \$4,800.00         |
|                           | Final Payment for Christmas Display      | \$13,807.80        |
|                           | Freight for Trumpet Display              | \$1,750.00         |
| <b>Total Expenditures</b> |                                          | <b>\$20,357.80</b> |

Ending Balance: 12/31/2021 **\$134,704.89**

|                                  |                                        |                    |
|----------------------------------|----------------------------------------|--------------------|
| Less Pending Expenditures :      |                                        |                    |
|                                  | Update Park Master Plan (Balance)      | \$6,900.00         |
|                                  | 2022 4th of July Fireworks             | \$15,000.00        |
|                                  | Public Works Employee Holiday Luncheon | \$600.00           |
| <b>Total Pending Ependitures</b> |                                        | <b>\$22,500.00</b> |

**Estimated Available Funds** 12/31/2021 **\$112,204.89**



# City of Saginaw

**Meeting Date:** 1/18/2022

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

**Agenda Items:** (4)(i)

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

**Phone:** (817) 230-0449

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**SUBJECT:**

Action regarding the purchase of one 2021 Chevrolet Colorado pickup truck for the Public Services Department

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**BACKGROUND/DISCUSSION:**

On May 27, 2021, a Public Service Employee was involved in an accident on Saginaw Boulevard. The vehicle he was driving was a 2018 Chevrolet 1500 pickup. A claim was submitted to TML, the City's insurance carrier, and the truck was totaled. The City received \$27,750.00 for the truck.

Competitive bids were solicited from three vendors for a truck of comparable value as a replacement. James Wood Motors, Inc. submitted the lowest bid for both vehicles.

The trucks were competitively bid. James Wood Motors, Inc. submitted the lowest bid for a 2021 Chevrolet Colorado pickup in the amount of \$26,975.

**FINANCIAL IMPACT:**

The total financial impact will be \$26,975.00. Funds are available in the Insurance Fund (Account 21-4900-4300)

**RECOMMENDATION:**

Staff recommends approval of the purchase of a 2020 Chevrolet Colorado pickup truck for the Public Services Department in the amount of \$26,959.00 from James Wood Motors, Inc.

**ATTACHMENTS:**

Description

Truck Bids

# JAMES WOOD MOTORS, INC.

2111 HWY 287 S  
2111 SOUTH HIGHWAY 287  
DECATUR, TX 76234  
(940) 627-2177

|                                         |                   |                                |                  |
|-----------------------------------------|-------------------|--------------------------------|------------------|
| DATE<br>12/07/2021                      |                   | DEAL NUMBER<br>242672          |                  |
| PURCHASER NAME                          |                   |                                |                  |
| CITY OF SAGINAW                         |                   |                                |                  |
| ADDRESS<br>333 W MCLEROY BLVD           |                   |                                |                  |
| CITY<br>SAGINAW                         | COUNTY<br>TARRANT | STATE<br>TX                    | ZIP<br>761791452 |
| RESIDENCE PHONE                         |                   | BUSINESS PHONE                 |                  |
| E-MAIL ADDRESS<br>jmayhue@saginawtx.org |                   | MOBILE PHONE<br>(682) 712-3919 |                  |

|                                         |                                           |      |                 |          |                |                   |
|-----------------------------------------|-------------------------------------------|------|-----------------|----------|----------------|-------------------|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Car              | Year | Make            | Model    | Body           | VIN               |
| <input type="checkbox"/> Used           | <input checked="" type="checkbox"/> Truck | 2021 | CHEVROLET TRUCK | COLORADO | EXT CAB 128 LT | 1GCHSCEA6M1292043 |

|                  |                   |         |                     |
|------------------|-------------------|---------|---------------------|
| Color SUMMIT WHT | Trim JET BLK CLTH | Miles 4 | Stock Number 112432 |
|------------------|-------------------|---------|---------------------|

|                                              |           |                |                              |                  |
|----------------------------------------------|-----------|----------------|------------------------------|------------------|
| <b>OPTIONAL EQUIPMENT AND/OR ACCESSORIES</b> |           | <b>TRADE 1</b> | <b>Miles</b>                 | <b>License #</b> |
| VEHICLE PRICE                                | 28,170.00 | Year           | Make                         | Model            |
| FQV 2021 FLEET OUT OF STOCK                  | 1,200.00  | VIN            |                              | Stock #          |
|                                              |           | Payoff To      |                              |                  |
|                                              |           | Phone Number   |                              | Account No.      |
|                                              |           | Contact        |                              |                  |
|                                              |           | Good Until     | TRADE-IN ALLOWANCE           | 0.00             |
|                                              |           |                | BALANCE OWED                 | 0.00             |
|                                              |           |                | NET ALLOWANCE ON TRADE-IN(S) | 0.00             |

|                   |                       |
|-------------------|-----------------------|
| <b>Lienholder</b> |                       |
| <b>Address</b>    |                       |
| <b>City</b>       | <b>State Zip Code</b> |
| <b>Draft On</b>   |                       |
| <b>Address</b>    |                       |

|                                                                                                                                                                                                                                                                                |                                          |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------|
| * A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. | CASH SALE OF MOTOR VEHICLE               | 28,170.00 |
|                                                                                                                                                                                                                                                                                | ** DEALER INVENTORY TAX                  | 0.00      |
|                                                                                                                                                                                                                                                                                | STATE AND LOCAL TAXES                    | 0.00      |
|                                                                                                                                                                                                                                                                                | LICENSE FEE                              | 0.00      |
|                                                                                                                                                                                                                                                                                | WEIGHT 4900                              | 0.00      |
|                                                                                                                                                                                                                                                                                | TRANSPORTATION, TITLE, REG., STATE INSP. | 5.00      |
|                                                                                                                                                                                                                                                                                | * DOCUMENT FEE                           | 0.00      |
|                                                                                                                                                                                                                                                                                | TOTAL PRICE OF UNIT                      | 28,175.00 |

|                         |           |
|-------------------------|-----------|
| <b>DOWN PAYMENT</b>     |           |
| REBATE(S)               | 1,200.00  |
| NET TRADE-IN            | 0.00      |
| CASH/DEPOSIT            | 0.00      |
| VSC/CL-AH REFUNDS       |           |
| TOTAL DOWN PAYMENT      | 1,200.00  |
| BALANCE DUE ON DELIVERY | 26,975.00 |
| VSC                     | 0.00      |
| DRAFT                   | 26,975.00 |

|                  |                                                                                                            |
|------------------|------------------------------------------------------------------------------------------------------------|
| Reference Number | Customer Accepts Protection Package at this time? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|------------------|------------------------------------------------------------------------------------------------------------|

**CUSTOMER SIGNATURE**

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that

**THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS REPRESENTATIVE.**

Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

|           |                    |                                                                       |
|-----------|--------------------|-----------------------------------------------------------------------|
| PURCHASER | 12/07/2021<br>DATE | SALESPERSON WILLIAM BRADLEY GUNTER 1158                               |
| PURCHASER | 12/07/2021<br>DATE | ACCEPTED BY <i>Brad Gunter</i><br>DEALER OR AUTHORIZED REPRESENTATIVE |

**\*\* INVENTORY TAX DISCLAIMER:** The Dealer Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.



## Vehicle Locator

### Dealer Information

JAMES WOOD CHEVROLET BUICK GMC  
2111 S HWY 287  
DECATUR, TX 76234  
Phone: 940-627-2177  
Fax: 940-627-8540

1GCHSCEA6M1292043

Model Year: 2021

Make: Chevrolet

Model: Colorado

12N53-LT Extended Cab

PEG: 2LT-LT Option Package 2WD

Primary Color: GAZ-Summit White

Trim: H0U-Jet Black Cloth Interior Trim

Engine: LCV-Engine: Gas, 2.5L 4 Cylinder, L4, SIDI, DOHC, VVT

Transmission: MYB-6-Speed Automatic Transmission

Event Code: 5000-Delivered to Dealer

Order #: ZKZMDB

MSRP: \$29,220.00

Order Type: TRE-Retail Stock

Stock #: 112432

Inventory Status: Available

Total Cash Allowance: N/A

Total Cash Allowance: N/A

### Additional Vehicle Information

### GM Marketing Information

### Vehicle Options

#### Chargeable Options

G80-Automatic Locking Rear Differential

MSRP

\$325.00

#### No Cost Options

FE9-Federal Emissions

GT5-Rear Axle, 4.10 Ratio

LCV-Engine: Gas, 2.5L 4 Cylinder, L4, SIDI, DOHC, VVT

MYB-6-Speed Automatic Transmission

#### Other Options

2LT-LT Option Package 2WD

A91-Remote Locking Tailgate

ATG-Remote Keyless Entry

B34-Front Floor Mats, Carpeted

BW5-Black Exterior Molding, B/S, Side Window

C67-Single-Zone Manual Air Conditioning

D75-Exterior Door Handles, Body Color

DL6-Exterior Power Adjust, Man Folding Mirrors, Body Color

H0U-Jet Black Cloth Interior Trim

K34-Electronic Automatic Cruise Control

Q5U-Aluminum Wheels, 17" x 8.0"

QHR-Tire: 255/65R17 All-season, Blackwall

U2K-SiriusXM Satellite Radio

UE1-OnStar Communication System

UQ3-Enhanced Audio Speaker System

UST-Dual USB Ports (Front)

UVC-Rear Vision Camera

VT5-Body Color Rear Bumper

W1Y-Steering Wheel Controls, Radio

9B7-Spotter Mirror, Outside

AG1-6 Way Power Driver Seat

B30-Floor Covering, Carpet

B35-Rear Floor Mats, Carpeted

BWN-Rear Bumper Corner Assist Steps

CHL-GVW Rating: 5,400 Lbs

DD8-Interior Auto-Dimming Rearview Mirror

GAZ-Summit White

IOR-Audio System, w/ color touch screen

PPA-EZ-Lift and Lower Tailgate

QDC-Tire, Compact Spare: T175/90D18, Blackwall

RTX-Spare Aluminum Wheel, 18" x 4.5"

UDC-Enhanced Driver Information Center

UJN-Tire Fill Alert

USS-USB Charge Port (Rear)

UTJ-Theft Deterrent Electrical, Unauthorized Entry

VK3-Front License Plate Kit

VV4-Communication Equip Mobile Internet Connectivity



# TOYOTA

## Toyota of Fort Worth

9001 Camp Bowie West Blvd.  
Fort Worth TX 76116  
817-560-1500

## 2022 Tacoma-SR5

Tacoma-SR5 4x2 Double Cab V6 Engine 6-Speed Automatic Transmission 5-Ft. Bed

Model: 7146A

VIN: 3TMAZ5CN9NM170263

Stock: 70263

Engine: 3.5L-V6 Engine

Transmission: 6AT



EXTERIOR  
White

INTERIOR  
Cement-Gray Fabric

### PRICE

|                                        |                    |
|----------------------------------------|--------------------|
| Vehicle base model                     | \$32,580.00        |
| Total Installed Packages & Accessories | \$3,345.00         |
| Delivery processing / handling         | \$1,270.00         |
| <b>Total MSRP*</b>                     | <b>\$37,195.00</b> |

### Fuel Economy



### TOTAL INSTALLED PACKAGES & ACCESSORIES

|                                                                                                                                                                                                                                                                                                                                                                            |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 50-State Emissions                                                                                                                                                                                                                                                                                                                                                         | \$0.00   |
| Cargo-Bed Light                                                                                                                                                                                                                                                                                                                                                            | \$179.00 |
| Cargo-Bed Light.                                                                                                                                                                                                                                                                                                                                                           |          |
| Tacoma-Blackout Package                                                                                                                                                                                                                                                                                                                                                    | \$399.00 |
| Tacoma-Blackout Package includes:Black Badge OverlaysBlack TACOMA Tailgate InsertBlack Exhaust Tip.                                                                                                                                                                                                                                                                        |          |
| Premium-Carpet Mat Set                                                                                                                                                                                                                                                                                                                                                     | \$245.00 |
| Carpet-Floor Mats are custom made for your Toyota vehicle. Features includeCustom-tailored for an exact fit, carpet floor mats protect the original carpet from premature wear and stains.Mats are constructed of durable nylon and include an embroidered logo.All mats have a nibbed backing that helps keep them in position.Mats are also removable and easy to clean. |          |
| Connectivity-Kit                                                                                                                                                                                                                                                                                                                                                           | \$59.00  |
| Connectivity-Kit includes 3 main components.Dual USB Car Charger to convert your vehicle's 12V power outlet into two 2.4A power sources.2 USB 2.0 cables to support the majority of mobile and tablet devices on the market today.                                                                                                                                         |          |
| Vehicle-Fueling                                                                                                                                                                                                                                                                                                                                                            | \$0.00   |
| PDS--with Texas State Inspection                                                                                                                                                                                                                                                                                                                                           | \$0.00   |
| Predator-Tube Steps                                                                                                                                                                                                                                                                                                                                                        | \$679.00 |
| Predator-Tube Steps are made for the off-road look.Heavy black barsPerforated metal pad loop by each door.Rugged and functionalProviding assistance when entering and exiting the vehicle, and enhance the aggressive look of the vehicle.                                                                                                                                 |          |
| Power-Tailgate Lock                                                                                                                                                                                                                                                                                                                                                        | \$289.00 |
| Power-Tailgate Lock provides peace of mind and helps prevent theft.Simply push the button on the factory-provided key fob to conveniently lock and unlock the tailgate along with the passenger doors.                                                                                                                                                                     |          |

|                                                         |             |
|---------------------------------------------------------|-------------|
| TFW-Protection Package                                  | \$1,495.00  |
| *Window-Tint                                            |             |
| *Door Edge Guard                                        |             |
| *Windshield Treatment                                   |             |
| *Exterior Paint Sealant                                 |             |
| *Auto Deductible Reimbursement (1st yr-up to \$500)     |             |
| *Tire Rotations for 5yr/60,000 miles                    |             |
| *72 Hour Vehicle Exchange                               |             |
| *Valued Customer Coupon book (up to \$1500 in savings). |             |
| Total Optional Equipment                                | \$3,345.00  |
| Vehicle base model                                      | \$32,580.00 |
| Delivery processing / handling                          | \$1,270.00  |

## Features

### Mechanical & Performance

- Rear-Wheel-Drive (RWD) with Automatic Limited-Slip Differential (Auto LSD)
- 6-speed-Electronically Controlled automatic Transmission with intelligence (ECT-i)
- Low-Emission Vehicle III (LEV-III)
- Coil-spring-double-wishbone front suspension and stabilizer bar; leaf spring rear suspension with staggered outboard-mounted gas shock absorbers and stabilizer bar
- Variable-assist-power rack-and-pinion steering
- Turning-circle diameter, curb-to-curb (ft.) 40.6
- 6AT
- 3.5-liter-V6 DOHC 24-valve direct-injection Atkinson-cycle engine with VVT-iW (Variable Valve Timing-Intelligent Wider Intake) and VVT-i (Variable Valve Timing-Intelligent Exhaust), with 278 hp @ 6000 rpm/265 lb.-ft. @ 4600 rpm (bore x stroke: 94.0 x 83.0 mm.; compression ratio: 11.8)
- 3.5-liter-V6 direct-injection Atkinson-cycle engine with 278 hp @ 6000 rpm/265 lb.-ft. @ 4600 rpm
- Power-assisted-ventilated front disc brakes; rear drum brakes with tandem booster and Star Safety System™
- One-piece-frame rails with eight cross members and fully boxed front sub-frame
- Hill-Start Assist Control (HAC)
- Engine-3.5L V6 Engine
- Weight-Rating 5600 lbs

### Exterior

- 16-in.-dark gray alloy wheels with P245/75R16 tires
- Charcoal-grille with chrome surround, color-keyed heated power outside mirrors, door handles and chrome rear bumper (V6 adds color-keyed overfenders)
- Integrated-color-keyed tailgate spoiler
- Fiber-reinforced-Sheet-Molded Composite (SMC) Inner bed with steel outer panels, storage compartments and rail caps, with easy lower, lockable and removable tailgate
- Deck-rail system with four adjustable tie-down cleats and four fixed cargo bed tie-down points
- Projector-beam-headlights with turn Daytime Running Lights (DRL) and Integrated fog lights
- 5-ft.-Short Bed
- Variable-intermittent windshield wipers with mist cycle
- Skid-plate(s): on engine/front suspension

### Interior

- Remote-keyless entry system with lock, unlock and panic functions
- Fabric-trimmed-seats; 10-way power-adjustable driver's seat including 2-way lumbar support; 4-way adjustable front passenger seat
- Leather-trimmed-tilt/telescopic steering wheel with audio and Bluetooth® hands-free phone controls
- Power-windows and door locks
- Analog-Instrumentation with speedometer, tachometer, coolant temperature and fuel gauges; 4.2-in. color Multi-Information Display (MID) with outside temperature, odometer, tripmeters and average fuel economy
- Power-sliding rear window with privacy glass (Double Cab V6 only)
- Auto-dimming-day/night rearview mirror
- Front-dual zone automatic climate control with air filter and individual temperature settings for driver and front passenger
- Three-total USB ports: one USB media port, two USB charge ports

### Audio Multimedia

- Audio—includes-8-in. touchscreen, six speakers, Android Auto™ & Apple CarPlay® & Amazon Alexa compatible, hands-free phone capability and music streaming via Bluetooth® wireless

Still Interested In A 2021 Chevrolet Colorado

[See Details](#)

[Don't Show Again](#)

*Auto Nation Ruben Thompson*

## NEW 2021 CHEVROLET COLORADO

Extended Cab Long Box 2-Wheel Drive WT Custom Special Edition

817-500-5467

MSRP LESS SAVINGS **\$27,885**

MSRP **\$28,385**

SAVINGS **\$500**

[See Important Disclosures Here](#)

CALL (817) 500-5467



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I ACCEPT

|                                    |                 |
|------------------------------------|-----------------|
| MSRP                               | \$28,385        |
| MSRP                               | \$28,385        |
| Customer Cash <sup>1</sup>         | - \$500         |
| Take Retail Delivery By 01-31-2022 |                 |
| MSRP Less Savings                  | <b>\$27,885</b> |
| Savings                            | \$500           |

## OTHER OFFERS YOU MAY QUALIFY FOR

|                                                                            |         |
|----------------------------------------------------------------------------|---------|
| Select Market Competitive Cash <sup>2</sup>                                | - \$750 |
| Take Retail Delivery By 01-31-2022 - Not Compatible With Some Other Offers |         |

## AVAILABLE SPECIALS

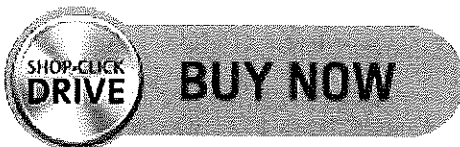
|                                                                           |             |
|---------------------------------------------------------------------------|-------------|
| EDUCATOR CASH ALLOWANCE <sup>3</sup>                                      | \$500       |
| FIRST RESPONDER CASH ALLOWANCE <sup>4</sup>                               | \$500       |
| COLLEGE CASH ALLOWANCE <sup>5</sup>                                       | \$500       |
| MILITARY CASH ALLOWANCE <sup>6</sup>                                      | \$500       |
| For Very Well Qualified Buyers When Financed w/ GM Financial <sup>7</sup> | 0% FOR 48MO |
| TAKE RETAIL DELIVERY BY 01-31-2022                                        |             |

[Click here for more offer information](#)

## SPECIFICATIONS

Viewed 65 times in the past 30 days

Last one available



\*Manufacturer's Rebates shown above are subject to residency restrictions. Any customer not meeting the residency restriction will receive a dealer discount in the same amount of the manufacturer rebate

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I ACCEPT



# City of Saginaw

**Meeting Date:** 1/18/2022

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

**Agenda Items:** (4)(j)

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

**Phone:** (817) 230-0449

---

**SUBJECT:**

Action regarding the Construction of an Awning for the Fleet Maintenance Center

---

**BACKGROUND/DISCUSSION:**

The 2021-2022 Budget contains a Capital Outlay/Special Request for an Awning for the Fleet Maintenance Center in the amount of \$60,000. The proposed awning will have dimensions of 86' x24' x16' with sheet metal roof and steel posts.

Competitive bids were received from three vendors and the Low Bid was G&R Handyman Service who submitted a bid of \$59,900.

**FINANCIAL IMPACT:**

The total financial impact will be \$59,900. Funds are available in the Fleet Maintenance Budget (Account 01-7000-12-00).

**RECOMMENDATION:**

Staff recommends authorization of the construction of an Awning for the Fleet Maintenance Center in the amount of \$59,900 by G&R Handyman Service.

**ATTACHMENTS:**

Description

Awning Bids

Fleet Budget 2021-22

# **G&R Handyman Service**

**3935 Country Meadows Rd**

**Granbury, Tx 76049**

City of Saginaw Shop Awning Bid

Scope- 86'x24' awning attached to existing shop building

Materials Utilized- Red iron purlin, 3/16" square tubing poles, R-Panel 26 gauge  
40 yr roof sheets, Trimmed and Guttered

Project Time Frame- Project shall take no longer than 14 days upon inception of  
start date of job.

Job will be insured and provided upon start date to City officials.

All workmanship warranttied for 5 yrs.

Price: \$59,900

Thank You,

JT Gowin

682-277-9761

## **Rafter C Construction**

### **City of Saginaw Shop Awning Bid**

This bid is in remittal for approval of a 86'x24'x16' awning requested by Mr Mayhue.

Materials being will be of same color of the existing building. There will be no spans over 24' in length for code and strength purpose 3/16 4x4 square tubing poles will be utilized along with purlin roof joist. The sheet metal will be R-Panel 26 gauge. The intial bid for 60,000.00 due to inflation and market indiscretion. The job will be insured upon starting and submitted to department heads. The job should take roughly 2 weeks to complete. Roof material has a 40 year warranty from JAG materials company and will secured upon release of bid by City Council. Thank you for the opportunity. If any other information is needed please feel free to contact us.

Construction Manager

Daniel Caldwell

8175653713

## **DM Metal Buildings**

129 CR 4765,

Boyd, Tx 76023

817-253-8109

### City of Saginaw

Proposed project is for a structure attached to building that is 86 ft in length and 24 ft in width attached to building as an flat top sloped awning. Post will be made of square tubing of 3/16" attached to concrete with anchors and welded for every bay. Roof structure will constructed with purlins that are designed to carry load over each bay to joist. Roofing will be of 26 gauge R panel with 40 year warranty. Pursuant of job will start upon availability of crew within a month and finished within 14 days. Job will be insured. Structure will be attached to existing structure and gutters placed to re-establish water control. Thank you for allowing my company to bid this project.

**DM Metal**

**Bid Price: \$65,000.00**

# CITY OF SAGINAW BUDGET SUPPLEMENT 2021-2022

## FLEET MAINTENANCE

|                                                                                                                                                                                                                                                                                                                                            |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>01-4920-12-00 TOOLS</b>                                                                                                                                                                                                                                                                                                                 | <b>\$ 5,000</b>  |
| This account is to buy required specialty tools, diagnostic aids, and equipment and to replace broken tools. Increase due to need for upgrade of tools and scanning equipment for newer model vehicles and change in air conditioning systems.                                                                                             |                  |
| <b>01-4930-12-00 PARTS</b>                                                                                                                                                                                                                                                                                                                 | <b>\$ 40,000</b> |
| This account covers all parts purchases for in-house repairs for the entire fleet.                                                                                                                                                                                                                                                         |                  |
| <b>01-4935-12-00 CONTRACT REPAIRS</b>                                                                                                                                                                                                                                                                                                      | <b>\$ 40,000</b> |
| This account covers repairs completed by an outside vendor/contractor.                                                                                                                                                                                                                                                                     |                  |
| <b>01-4960-12-00 RADIO REPAIRS</b>                                                                                                                                                                                                                                                                                                         | <b>\$ -</b>      |
| This account is for repairs to mobile radios.                                                                                                                                                                                                                                                                                              |                  |
| <b>01-5247-12-00 CONTRACT SERVICES-JANITORIAL</b>                                                                                                                                                                                                                                                                                          | <b>\$ 510</b>    |
| Fleet's share of janitorial expense based on square footage.                                                                                                                                                                                                                                                                               |                  |
| <b>01-5660-12-00 PHYSICALS</b>                                                                                                                                                                                                                                                                                                             | <b>\$ 100</b>    |
| Physicals for new hires if needed.                                                                                                                                                                                                                                                                                                         |                  |
| <b>01-6150-12-00 EDUCATIONAL TRAINING/TRAVEL</b>                                                                                                                                                                                                                                                                                           | <b>\$ 7,000</b>  |
| This item is for training and certification for 2 employees. Necessary to continue service and repair of trucks and specialized emergency management equipment/vehicles. Will enable more repairs in house. Classes range from \$600 to \$900 per class, plus travel and accomodations. Locations: Appleton, WI, Las Vegas, NE, Tampa, FL. |                  |
| <b>01-6300-12-00 UTILITIES</b>                                                                                                                                                                                                                                                                                                             | <b>\$ 6,305</b>  |
| Fleet's share of gas, electric, and water expense. Each meter has been assigned to responsible dept.                                                                                                                                                                                                                                       |                  |
| <b>01-6500-12-00 INSURANCE-GEN LIABILITY/AUTO</b>                                                                                                                                                                                                                                                                                          | <b>\$ 2,390</b>  |
| This represents the Fleet Maintenance share of insurance expense. We have insurance through Texas Municipal League (TML).                                                                                                                                                                                                                  |                  |
| <b>01-6850-12-00 TELEPHONE EXPENSES</b>                                                                                                                                                                                                                                                                                                    | <b>\$ 1,080</b>  |
| Fleet's cost for wireless service. Increase because both mechanics now have smart phones that allows access to Mitchell Manuals and parts costs research.                                                                                                                                                                                  |                  |
| <b>01-7000-12-00 CAPITAL OUTLAY/SPECIAL REQUEST</b>                                                                                                                                                                                                                                                                                        | <b>\$ 60,000</b> |
| Awning for fleet maintenance center                                                                                                                                                                                                                                                                                                        |                  |
| <b>01-9221-12-00 TSF TO GEN ESCROW FUND</b>                                                                                                                                                                                                                                                                                                | <b>\$ 67,720</b> |
| This represents the annual contribution to the equipment replacement fund based on estimated replacement cost divided by estimated useful life for General Fund equipment purchased beginning in FY18/19.                                                                                                                                  |                  |

**TOTAL \$ 644,825**



# City of Saginaw

**Meeting Date:** 1/18/2022

**Staff Contact:** Kim Quin  
Finance Director

**Agenda Items:** (5)

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

**Phone:** 817-230-0332

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**SUBJECT:**

Presentation of Annual Comprehensive Financial Report for the year ended September 30, 2021.

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**BACKGROUND/DISCUSSION:**

At the end of each fiscal year, the financial transactions of the City are reviewed by external auditors. The objective of the audit is to express an opinion as to whether the basic financial statements are fairly presented, in all material aspects, in conformity with generally accepted accounting principles, are free from material misstatement, and to report on the fairness of supplementary information when considered in relation to the basic financial statements as a whole. The audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as, the overall presentation of the financial statements.

Jennifer Ripka of Weaver and Tidwell, LLP will present the report.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

This item is informational only. There is no action required.



# City of Saginaw

**Meeting Date:** 1/18/2022

**Staff Contact:** Kim Quin  
Finance Director

**Agenda Items:** (6)

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

**Phone:** 817-230-0332

---

**SUBJECT:**

Consideration and Action regarding Ordinance No. 2022-1, Appointment of Municipal Court Judge and Associate Judges; and Approval of Municipal Judge Agreement

---

**BACKGROUND/DISCUSSION:**

In January 2012, a Municipal Court of Record was established by the City Council and Attorney Lorraine Irby was appointed Judge. The appointment was for two years; Judge Irby has been reappointed in 2014, 2016, 2018, and 2020. Associate Judges Wendy Cooper and Stewart Bass are also appointed in conjunction with the Judge's appointment. Their terms of office expire January 31, 2022. The Municipal Judge Agreement also expires on that date. Ordinance No. 2022-1 appoints the Judge and Associate Judges for a one year term. The proposed Municipal Judge Agreement is the same as the current agreement with the only change being the dates.

**FINANCIAL IMPACT:**

The annual cost for the Judge's services is \$43,200 and up to \$300 for training expenses. This amount is included in the FY2021/2022 Adopted Budget.

**RECOMMENDATION:**

Staff recommends approval of Ordinance No. 2022-1, appointment of Lorraine Irby as Municipal Court Judge, and Wendy Cooper and Stewart Bass as Associate Judges for one year beginning February 1, 2022; and approval of the Municipal Judge Agreement.

**ATTACHMENTS:**

Description

Judge Appointment Ordinance

Municipal Judge Agreement

## **ORDINANCE NO. 2022-01**

**AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS APPOINTING THE JUDGE AND ASSOCIATE JUDGES OF THE MUNICIPAL COURT OF RECORD IN THE CITY OF SAGINAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Saginaw, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to article XI, section 5 of the Texas Constitution and chapter 9 of the Texas Local Government Code; and

**WHEREAS**, the City Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and

**WHEREAS**, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by ordinance; and

**WHEREAS**, the workload of the Saginaw Municipal Court is not large enough to support a full time Municipal Court Judge; and

**WHEREAS**, it is of great benefit to the City of Saginaw to have an experienced municipal court judge sit on the bench of the municipal court of the City of Saginaw; and

**WHEREAS**, Section 574.001, Texas Government Code requires that a finding be made to the effect that a person who serves as an officer in more than one appointed position obtain a finding from the governing body that such officer has satisfied Article XVI, Section 40, of the Texas Constitution; and

**WHEREAS**, there is no conflict between the office of municipal judge of the City of Saginaw and the office of municipal court judge in any other municipality in the State of Texas; and

**WHEREAS**, the City Council desires to appoint Lorraine Irby as municipal judge and Wendy Cooper and Stewart Bass as associate judges for the Municipal Court of Record in the City of Saginaw.

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

**SECTION 1.**

It is hereby found that the office of municipal court judge of the City of Saginaw is of benefit to the State of Texas and to the City of Saginaw and that there is no conflict between the office of municipal judge of Saginaw and the office of municipal judge in any other city.

**SECTION 2.**

Lorraine Irby is hereby appointed as the Municipal Judge of the municipal court of record in the City of Saginaw, Texas for a one year term beginning February 1, 2022. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Judge Irby shall continue to serve until her successor shall be duly qualified.

**SECTION 3.**

Wendy Cooper and Stewart Bass are hereby appointed as the associate judges to serve when the Municipal Judge is temporarily absent or unable to serve.

**SECTION 4.**

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Saginaw, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

**SECTION 5.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section 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 phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6.**

This ordinance shall be in full force and effect from and after its passage and it is so ordained.

**PASSED AND APPROVED** on this 18<sup>th</sup> day of January 2022 at a regular meeting of the City Council of the City of Saginaw, Texas.

---

Todd Flippo, Mayor

ATTEST:

---

Janice England, City Secretary

APPROVED AS TO FORM:

---

Bryn Meredith, City Attorney

## **MUNICIPAL JUDGE AGREEMENT**

This Agreement is made by and between the City of Saginaw, Texas (“City”) and Lorraine Irby (“Irby”), for the purpose of documenting the terms and conditions under which Irby will serve as municipal court judge for the City. It shall be performed in and is enforceable in Tarrant County, Texas.

### **Recitations:**

1. Irby desires to contract with the City to serve as municipal court judge.
2. City desires to contract with Irby as an independent contractor to provide services as a municipal court judge.

### **Agreements:**

1. Irby, while serving as municipal judge, has all the powers and shall discharge all the duties of a municipal judge, and shall serve at the pleasure of the City Council. Irby is expected To work the hours necessary to fulfill the obligations of the municipal judge in order to operate the *Municipal Court of Record of the City of Saginaw* in an efficient manner. The essential functions of the municipal judge include, but are not limited to:

- a. presiding over trials and other court proceedings (including bench and jury trials);
- b. accepting pleas;
- c. processing appeals;
- d. supervising the maintenance of official records of proceedings and the court;
- e. conducting arraignments and performing the duties of magistrate under State law;
- f. signing of warrants and issuance of subpoenas;
- g. administering juvenile warnings; and
- h. other functions established in the City’s job description for the municipal judge.

2. City agrees to pay Irby \$43,200 per year for such services, payable in monthly installments on the first day of each month following a month of service, and annual Judicial Training expenses not to exceed \$300.

3. Irby agrees that she is an independent contractor and is not entitled to any City

benefits, such as health insurance, vacation, or retirements.

4. The term of this agreement shall be effective on the date of mutual execution hereof and shall terminate on the one year anniversary of Irby's appointment by the City Council, which is January 31, 2023, unless sooner terminated by either party.

5. This agreement may be terminated by either party without cause upon fifteen (15) days written notice to the other party, and in the case of termination by the City upon compliance with Section 6.08(1) of the City Charter. Upon termination, neither party shall have any further obligation to the other under such agreement or for the termination thereof. It shall terminate immediately should Irby become permanent disabled or disqualified from performing such services.

6. This agreement is made contingent upon appropriations for the funding hereof.

7. This agreement supersedes all other agreements, whether oral or written, between the parties with respect to the engagement of the municipal judge.

8. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

CITY OF SAGINAW

\_\_\_\_\_  
Lorraine Irby

By: \_\_\_\_\_  
Todd Flippo, Mayor

Dated: \_\_\_\_\_

ATTEST:

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

Dated: \_\_\_\_\_



# City of Saginaw

**Meeting Date:** 1/18/2022

**Staff Contact:** Gabe Reaume  
City Manager

**Agenda Items:** (7)

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

**Phone:** 817-230-0327

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**SUBJECT:**

Consideration and Action regarding Agreement between the City of Saginaw and Community Link Mission, Inc. for the Operation and Promotion of the Farmer's Market at Saginaw Switchyard for 2022

---

**BACKGROUND/DISCUSSION:**

The proposed agreement with Community Link Mission, Inc. for 2022 is basically the same as the 2021 agreement. It covers the operation of the Farmer's Market at the Switchyard. The only changes are the dates, the annual amount, and the wording on page 2, 3. Covenants of CLM to the City. (3). This section has been updated to reflect the amendment approved in February 2021. The annual amount has decreased from \$30,000 to \$29,000.

Whitney Berry, the Farmer's Market Coordinator, will be at the meeting to give a brief presentation.

**FINANCIAL IMPACT:**

The financial impact will be \$29,000 payable in monthly installments from February 1, 2022 to December 31, 2022. Funds in the amount of \$30,000 are budgeted in Account 21-5245-32-00, Hotel/Motel Tax, Contract Services for this expenditure.

**RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

Description

Farmer's Market Agreement--2022

**AGREEMENT BETWEEN  
THE CITY OF SAGINAW AND COMMUNITY LINK MISSION, INC.  
REGARDING FARMER'S MARKET AT SAGINAW SWITCHYARD**

This Agreement ("Agreement") is made and entered into by and between the City of Saginaw, Texas ("City"), a home rule Texas municipality, and Community Link Mission, Inc. ("CLM"), a Texas non-profit corporation, for the purposes and considerations stated below:

**RECITALS**

**WHEREAS**, CLM certain skills, knowledge, experience in operating farmers' markets;

**WHEREAS**, the City desires that CLM operate and promote a Farmer's Market at the Saginaw Switchyard; and

**WHEREAS**, CLM is willing to operate and promote a Farmer's Market in accordance with the terms of this Agreement.

**TERMS AND CONDITIONS**

NOW THEREFORE, in consideration of the mutual benefits and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Definitions.**

The following terms shall have the definitions ascribed to them as follows:

Affiliate means all entities, incorporated or otherwise, under common control with, controlled by or controlling CLM.

City means the City of Saginaw, Texas.

City Manager means the City Manager of the City, or their designee.

CLM means Community Link Mission, Inc. and includes any officer, principal, agent, employee, member, owner, or shareholder of that corporation.

Effective Date has the meaning ascribed to it in Part 2 of this Agreement.

Farmer's Market means a physical retail marketplace intended to sell foods directly by farmers to consumers. A farmer's market will typically consist of booths, tables or stands where farmers sell fruits, vegetables, meats, cheeses, and sometimes prepared foods and beverages. A farmer's market also includes as a secondary use the sale of hand-crafted items but expressly prohibits the sale of commercially produced items for resale.

Saginaw Switchyard means that portion of Willow Creek Park, located within the City, designated for use by food trucks, a Farmer's Market, or similar uses.

Term has the meaning ascribed to it in Part 2 of this Agreement.

Weekend means a Saturday, a Sunday, or both Saturday and Sunday.

## **2. Term and Termination.**

a. This Agreement shall be effective as of the date of execution by all parties and will continue to be in force and effect until December 31, 2022, unless terminated earlier under the terms of this Agreement.

b. The City may terminate this Agreement without cause on thirty (30) days' written notice to CLM. The City may terminate this Agreement immediately upon any breach of this Agreement by CLM with written notice to CLM.

## **3. Covenants of CLM to the City.**

a. In consideration of the City's grant of funds to CLM described in and in accordance with the terms and conditions of this Agreement, CLM agrees to:

- (1) operate a Farmer's Market at Saginaw Switchyard at least fourteen (14) Weekends between February 1, 2022 and December 31, 2022, under the terms and conditions of this Agreement. In the absence of bad weather or some other event beyond the control of CLM, the Farmer's Market shall be held on two Weekends a month for at least four (4) hours each Weekend;
- (2) operate the Farmer's Market at Saginaw Switchyard in a commercially reasonable manner;
- (3) operate not more than one other farmer's market within Tarrant County, which other market shall be within the territorial limits of the City of Lake Worth;
- (4) require that no more than fifty percent (50%) of the vendors participating in the Farmer's Market each Saturday are non-food vendors;
- (5) allocate and license operational space for current and potential vendors in accordance with the scoring mechanism set forth in the attached Exhibit "A," Rubric for Potential and Current Vendors.

b. CLM represents and warrants that it has the authority to enter into this Agreement. CLM also represents and warrants it will not violate any federal, state, or local laws in operating the Farmer's Market, and that all activity at Saginaw Switchyard under this Agreement shall conform to applicable building codes, health and safety codes, zoning regulations, and all other ordinances of the City.

c. In consideration of the privilege of using Saginaw Switchyard, during the term of this Agreement, CLM agrees to use its best efforts to prevent damage to any part or portion of Saginaw Switchyard. If, however, any part or portion of Saginaw Switchyard becomes damaged during CLM's occupation of Saginaw Switchyard under this Agreement, CLM shall immediately notify the City Manager. CLM shall also notify the City Manager of any existing or developing hazardous or dangerous condition within and about Saginaw Switchyard. CLM further agrees to accept Saginaw Switchyard in the condition in which it is found each Saturday covered by this Agreement. The City hereby disclaims, and CLM hereby accepts the City's disclaimer, of any warranty, express or implied, of the conditions or fitness for use of any portions of Saginaw Switchyard for the Farmer's Market or of the adequacy of any on-or off-site parking for the Farmer's Market.

d. Preparation of Saginaw Switchyard for the Farmer's Market and clean-up following the market shall be the responsibility of CLM and the vendors. CLM and any vendors will be allowed access to Saginaw Switchyard no earlier than 6:30 a.m. each Saturday for a Weekend in which the Farmers Market shall be operated. The Saginaw Switchyards will be open for use for the Farmer's Market generally from 6:30 a.m. until 9:00 p.m. each Weekend. CLM agrees that it will, following each use of Saginaw Switchyard, restore it to as good a condition as existed prior to such use by CLM. CLM's failure to clean up and restore Saginaw Switchyard to the same good condition will result in the City hiring a third party to restore or clean Saginaw Switchyard to the same good condition. CLM will be responsible for all fees paid to such third party. CLM and all vendors will vacate Saginaw Switchyard no later than 9:00 p.m. each Sunday for a Weekend in which the Farmers Market shall be operated.

#### **4. Covenants of the City to CLM.**

a. The City will pay CLM Twenty-Nine Thousand Dollars (\$29,000) payable in monthly installments beginning February 1, 2022 and ending on December 31, 2022 to assist in the funding of operations and promotion for the Farmer's Market.

b. The City hereby authorizes and agrees that CLM will be allowed to operate a Farmer's Market at Saginaw Switchyard at the times specified in this Agreement. The parties agree and understand these rights are not exclusive and at any time Saginaw Switchyard is not being occupied by CLM and the Farmer's Market vendors under the terms of this Agreement, the City may permit other parties to use Saginaw Switchyard for any authorized purpose.

c. The City will promote the Farmers Market operated by CLM as the City determines in its sole discretion to be appropriate. Such promotion may include advertisement in the utility bills, posting notices and updates on the City's website, and issuing press releases.

d. The City in its sole discretion may close Saginaw Switchyard due to inclement weather that may hinder CLM from utilizing Saginaw Switchyard under the Agreement. The City will communicate with CLM regarding the closure of Saginaw Switchyard due to inclement weather. In addition, the City will have the absolute right, for any reason and with or without cause, to preempt this Agreement and cancel the Farmer's Market for not more than three (3)

Saturdays. If a farmer's market is cancelled or Saginaw Switchyard is closed under the terms of this paragraph, CLM will nonetheless be credited with successful completion of a farmer's market for the purposes of Part 5(a)(1).

e. The City specifically reserves the right, to remove or exclude any vendor or other person who refuses to abide by any local, state or federal law.

**5. General Breach.**

Unless stated elsewhere in this Agreement, CLM shall be in default under this Agreement if CLM breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the City referencing this Agreement, the City shall have the right to terminate this Agreement immediately by providing written notice to CLM. If this Agreement is terminated, CLM will forfeit its right to further payments by the City.

**6. No Independent Contractor or Agency Relationship.**

It is expressly understood and agreed that CLM shall operate as an independent contractor and not as an agent, representative or employee of the City. CLM shall have the exclusive right to control all details and day-to-day operations relative to the Farmer's Market and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. CLM acknowledges that the doctrine of respondeat superior will not apply as between the City and CLM, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. CLM further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and CLM.

**7. INDEMNIFICATION.**

**CLM, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, DEMANDS, CAUSES OF ACTION, COSTS AND EXPENSES OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION AND SETTLEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS OF BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY: (a) CLM'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (b) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF CLM, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO OR ARISING FROM THE OPERATIONS OF THE FARMER'S**

**MARKET, ACTIVITIES AT SAGINAW SWITCHYARD, OR THE PERFORMANCE OF THIS AGREEMENT.**

**8. Insurance**

CLM agrees to maintain insurance for comprehensive general liability, automobile liability insurance, and workers' compensation during the term of this Agreement in the amounts specified by the City, and CLM shall furnish City with a valid Certificate of Insurance covering all workers and subcontractors. Such policies shall name the City, its officers, employees and agents as an additional insured and shall provide for a waiver of subrogation against the City.

**9. Notices.**

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

**City:**

City of Saginaw  
Attn: City Manager

**Address:**

333 West McLeroy Blvd.  
Saginaw, Texas 76179

**CLM:**

Community Link Mission, Inc.  
Attn: Lara Gay

300 Belmont St.  
Saginaw, Texas 76179

**10. Assignment and Successors.**

CLM may at any time assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to an Affiliate, so long as CLM, the Affiliate, and the City first execute an Agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of CLM under this Agreement. Otherwise, CLM may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City of Saginaw. Any attempted assignment, transfer, or conveyance without the City's prior written approval shall constitute a breach and be grounds for termination of this Agreement. Any authorized assignee or successor-in-interest of CLM of all rights under this Agreement shall be deemed "CLM" for all purposes under this Agreement.

**11. Compliance with Laws, Ordinances, Rules, and Regulations.**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter, codes and ordinances, as they may be amended.

**12. Right to Inspect Records.**

CLM agrees that the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of CLM or any Affiliate involving transactions relating to this Agreement during the term of this Agreement. The City shall give CLM or its Affiliate reasonable advance notice of intended examination.

**13. Governmental Immunity and Powers.**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations and conditions of this Agreement.

**14. No Waiver.**

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

**15. Venue and Jurisdiction; Applicable Law; Limitation of Remedies.**

a. *Venue.* If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division.

b. *Applicable Law.* This Agreement shall be construed in accordance with the laws of the State of Texas and is entered into subject to the charter and ordinances of the City as they may be amended from time to time. Situs of this Agreement is agreed to be Tarrant County, Texas, for all purposes including performance and execution.

c. *No Waiver of Immunity; Limitation of Remedies.* Notwithstanding any provision of this Agreement to the contrary, nothing contained in this agreement may be construed to limit or waive any governmental or sovereign immunity of the City, or any immunity applicable to its officers, agents, servants or employees. To the extent there may be a waiver of immunity under state law, the remedies available to enforce this agreement are limited to mandamus, specific performance or injunctive relief. All other remedies (except recovery of attorney's fees as allowed below), including suits for damages are specifically waived by both parties.

d. *Attorney's Fees.* In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

**16. No Third Party Rights.**

The provisions and conditions of this Agreement are solely for the benefit of the City and CLM, and any lawful assign or successor of CLM, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**17. Force Majeure.**

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

**18. Interpretation.**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement. To the extent of any conflict between an incorporated exhibit and the body of this Agreement, the Agreement shall control.

**19. Severability Clause.**

It is hereby declared to be the intention of the parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

**20. Captions.**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**21. Entirety of Agreement.**

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and CLM, and any lawful assign and successor of CLM, as to the matters contained in the Agreement. Any

prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended unless the amendment is executed in writing by both parties.

**22. Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF SAGINAW**

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

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

ATTEST:

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

**COMMUNITY LINK MISSION, INC**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

BEFORE ME, the undersigned authority, on this date personally appeared \_\_\_\_\_, who after being duly sworn stated that she is the \_\_\_\_\_ of Community Link Mission, Inc., and that she signed the foregoing instrument on behalf of said entity for the purposes expressed therein on the date shown.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

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

## **EXHIBIT A**

### **RUBRIC FOR POTENTIAL AND CURRENT VENDORS**



Vendor Name:

## Rubric for Potential and Current Vendors

Approved: 20-25    Will be reviewed: 15-20    Waitlisted: <15    Removed: <10

| VENDOR SCORES |          |                                                                                              | 5                                                                    | 4                                                           | 3                                                  | 2                                                           | 1                                            |
|---------------|----------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------|----------------------------------------------|
|               | <b>A</b> | <b>Location/Proximity to Saginaw</b>                                                         | Saginaw based                                                        | Within 25 miles of Saginaw                                  | Within 50 miles of Saginaw                         | Within 100 miles of Saginaw                                 | Near or beyond 150 miles                     |
|               | <b>B</b> | <b>Use of Local Agricultural Product</b>                                                     | Farmer                                                               | Not agricultural, but uses all local                        | Not agricultural but uses mostly local             | Not agricultural but uses some local                        | Not agricultural, uses no local              |
|               | <b>C</b> | <b>Uniqueness of Item</b>                                                                    | No other vendors                                                     | One somewhat similar vendor                                 | One very similar vendor                            | Two very similar vendors                                    | Three+ very similar vendors                  |
|               | <b>D</b> | <b>Brand (packaging, logo, social media presence)</b>                                        | Lots of thought and follow-through in brand development              | Well thought out and fairly consistent in presence          | Either not completely thought out or no consistent | Somewhat thought out, poor presence                         | Little thought, no presence                  |
|               | <b>E</b> | <b>Completeness of Business (how thought out, how long in existence, commissary kitchen)</b> | Established business, participating in other markets/other locations | Established business with other pop-ups/plans for expansion | Established but only at market                     | New or relatively new with plans of expanding beyond market | New with no plans of expanding beyond market |

Notes and Feedback:



## For Current Vendors

Things to provide feedback on, with rating (E-Excellent, S-Satisfactory, NI-Needs Improvement)

\_\_\_\_\_ **Booth Presence** (display, tables, packaging, banner, storage, generator, signage, prices, cleanliness, appropriate electrical capacity)

\_\_\_\_\_ **Seller Personality** (rotating vendors vs. stable personnel; general attitude and approachability, enthusiasm, employee vs owner, vendor community)

\_\_\_\_\_ **Business Presentation** (logo, social media presence story)

\_\_\_\_\_ **Product Quality** (feedback from customers, variety, uniqueness, focused vs. scattered product inventory, all products approved)

\_\_\_\_\_ **Attendance** (how regular, weather-related, other events, communication)

Tips and feedback from Staff, Customers, Committee:

## Talking Points with Vendor

Opportunity for dialog - happiness factor, worth investment of time and money, creative juices still flowing

Suggestions of how the Market can help you.

Suggestions for how we can improve Market.



# City of Saginaw

**Meeting Date:** 1/18/2022

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

**Agenda Items:** (8)

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

**Phone:** (817) 230-0449

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**SUBJECT:**

Consideration and Action regarding Award of Contract for Beltmill Pump Station

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**BACKGROUND/DISCUSSION:**

On March 20, 2021 (Resolution 2021-10), City Council created a Public Improvement District (PID) for the Beltmill development located at the north end of Saginaw. On April 20, 2021 (Ordinance No. 2021-10), 2021 City Council approved a Planned Development for the Beltmill development located at the north end of Saginaw.

During the review process for the The Grand at Saginaw, a multi-family development located in Beltmill the determination was made that water flow rate and pressure required for fire protection on multi-story buildings was marginal. The most efficient way to meet the required demand is to install a booster pump station. The pump station will benefit the entire Beltmill development where multi-story structures are likely.

On August 16, 2021, City Council approved an Individual Project Order with Kimley-Horn for the design of the pump station.

The project was bid for construction and on January 11, 2022, the following bids were received:

| <b><u>Contractor</u></b>            | <b><u>Bid Amount</u></b> |
|-------------------------------------|--------------------------|
| Rey-Mar Construction                | \$1,268,878.25           |
| Dake Construction                   | \$1,299,238.00           |
| Fort Worth Civil Constructors, Inc. | \$1,387,317.00           |
| Urban Infraconstruction             | \$1,694,065.00           |

KHA has reviewed the Bid Tabulation and experience and recommends award to Rey-Mar Construction.

**FINANCIAL IMPACT:**

The total Financial Impact is \$1,268,878.25. Funds will come from the Enterprise Fund Balance. Reimbursement will be sought from the Beltnill TIRZ.

**RECOMMENDATION:**

It is recommended that the City Council authorize the Award of Contract for Beltnill Pump Station to Rey-Mar Construction in the amount of \$1,268,878.25.

**ATTACHMENTS:**

Description

Award Recommendation and Bids Tabs



January 12, 2022

Mr. Rick Trice  
City of Saginaw  
205 Brenda Lane  
P.O. Box 79070  
Saginaw, TX 76179

Re: Saginaw Beltmill Booster Pump Station– Bid Results  
KHA No. 061003152

Dear Mr. Trice:

On January 11, 2022, 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 |
|------------------------------------|----------------|
| Rey-Mar Construction               | \$1,268,878.25 |
| Dake Construction                  | \$1,299,238.00 |
| Fort Worth Civil Constructors, LLC | \$1,387,317.00 |
| Urban Infraconstruction, LLC       | \$1,694,065.00 |

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 Rey-Mar Construction is the lowest responsible bidder. The result would be awarding the contract to Rey-Mar Construction for an amount of \$1,268,878.25 for the Total Base Bid amount.

If you have any questions or comments, please call me at (817) 335-6511.

Very truly yours,

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

Andrew Simonsen, P.E.

**Attachment**

K:\FTW\_Uilities\061003152-Saginaw\_Beltmill\_PS\BIDDING\Award Recommendation-Beltmill Booster Pump Station.doc

CHECKED BY:   
Andrew Simonsen, P.E., 01/11/2022

| Owner: <b>City of Saginaw</b>                         |                                                                      |          |      | <b>BIDDER 1</b>      |                       | <b>BIDDER 2</b>       |                       | <b>BIDDER 3</b>                    |                       | <b>BIDDER 4</b>              |                       |
|-------------------------------------------------------|----------------------------------------------------------------------|----------|------|----------------------|-----------------------|-----------------------|-----------------------|------------------------------------|-----------------------|------------------------------|-----------------------|
| Job No.: <b>061003152</b>                             |                                                                      |          |      | Rey-Mar Construction |                       | Dake Construction     |                       | Fort Worth Civil Constructors, LLC |                       | Urban Infraconstruction, LLC |                       |
| Project: <b>Saginaw Beltmill Booster Pump Station</b> |                                                                      |          |      | 3416 Reed Street     |                       | 2200 Smith Barry Road |                       | P.O. Box 161727                    |                       | 2512 Gravel Drive            |                       |
| Date: <b>January 11, 2022</b>                         |                                                                      |          |      | Fort Worth, TX 76119 |                       | Pantego, TX 76013     |                       | Fort Worth, TX 76161               |                       | Fort Worth, TX 76118         |                       |
| Item No.                                              | Item Description                                                     | Quantity | Unit | Unit Price           | Item Cost             | Unit Price            | Item Cost             | Unit Price                         | Item Cost             | Unit Price                   | Item Cost             |
| <b>Base Bid -</b>                                     |                                                                      |          |      |                      |                       |                       |                       |                                    |                       |                              |                       |
| 1                                                     | Mobilization, Bonding, and Insurance                                 | 1        | LS   | \$63,500.00          | \$63,500.00           | \$52,000.00           | \$52,000.00           | \$45,000.00                        | \$45,000.00           | \$100,000.00                 | \$100,000.00          |
| 2                                                     | Temporary Erosion, Sediment, & Water Pollution Prevention Plan       | 1        | LS   | \$6,200.00           | \$6,200.00            | \$7,300.00            | \$7,300.00            | \$5,065.00                         | \$5,065.00            | \$7,500.00                   | \$7,500.00            |
| 3                                                     | Site Clearing and Preparation                                        | 1        | LS   | \$9,000.00           | \$9,000.00            | \$7,500.00            | \$7,500.00            | \$17,500.00                        | \$17,500.00           | \$12,000.00                  | \$12,000.00           |
| 4                                                     | Site Grading                                                         | 1        | LS   | \$7,000.00           | \$7,000.00            | \$116,200.00          | \$116,200.00          | \$19,700.00                        | \$19,700.00           | \$12,000.00                  | \$12,000.00           |
| 5                                                     | 8" Concrete Driveway                                                 | 147      | SY   | \$245.00             | \$36,015.00           | \$150.00              | \$22,050.00           | \$163.00                           | \$23,961.00           | \$340.00                     | \$49,980.00           |
| 6                                                     | Concrete Equipment Pads and Access Ramp                              | 61       | SY   | \$550.00             | \$33,550.00           | \$706.00              | \$43,066.00           | \$492.00                           | \$30,012.00           | \$820.00                     | \$50,020.00           |
| 7                                                     | Wrought Iron Fence                                                   | 305      | LF   | \$240.00             | \$73,200.00           | \$300.00              | \$91,500.00           | \$230.00                           | \$70,150.00           | \$250.00                     | \$76,250.00           |
| 8                                                     | Wrought Iron Swing Gate                                              | 1        | LS   | \$7,000.00           | \$7,000.00            | \$13,200.00           | \$13,200.00           | \$6,000.00                         | \$6,000.00            | \$11,250.00                  | \$11,250.00           |
| 9                                                     | 12" Dia., AWWA C-151 Class 350 Ductile Iron Water Line (By Open Cut) | 141      | LF   | \$290.00             | \$40,890.00           | \$157.00              | \$22,137.00           | \$212.00                           | \$29,892.00           | \$450.00                     | \$63,450.00           |
| 10                                                    | Water Line Trench Safety                                             | 130      | LF   | \$10.00              | \$1,300.00            | \$17.00               | \$2,210.00            | \$5.00                             | \$650.00              | \$40.00                      | \$5,200.00            |
| 11                                                    | 12-inch AWWA Check Valve w/ Standard 7' Diameter Concrete Manhole    | 1        | EA   | \$30,000.00          | \$30,000.00           | \$31,500.00           | \$31,500.00           | \$47,200.00                        | \$47,200.00           | \$34,000.00                  | \$34,000.00           |
| 12                                                    | 12-inch AWWA Resilient-Seated Gate Valve                             | 4        | EA   | \$3,500.00           | \$14,000.00           | \$4,700.00            | \$18,800.00           | \$8,200.00                         | \$32,800.00           | \$4,300.00                   | \$17,200.00           |
| 13                                                    | Ductile Iron Fittings                                                | 2        | TON  | \$16,000.00          | \$32,000.00           | \$24,300.00           | \$48,600.00           | \$25,100.00                        | \$50,200.00           | \$5,200.00                   | \$10,400.00           |
| 14                                                    | Connect to Existing Water Line                                       | 2        | EA   | \$1,500.00           | \$3,000.00            | \$4,200.00            | \$8,400.00            | \$5,230.00                         | \$10,460.00           | \$3,100.00                   | \$6,200.00            |
| 15                                                    | Pre-Engineered Fiberglass Building 15.83' x 24'                      | 1        | LS   | \$270,800.00         | \$270,800.00          | \$143,200.00          | \$143,200.00          | \$181,000.00                       | \$181,000.00          | \$270,000.00                 | \$270,000.00          |
| 16                                                    | Pump Skid Package                                                    | 1        | LS   | \$306,000.00         | \$306,000.00          | \$313,400.00          | \$313,400.00          | \$315,150.00                       | \$315,150.00          | \$300,000.00                 | \$300,000.00          |
| 17                                                    | Amtrol WX-453C Bladder Tank                                          | 2        | EA   | \$19,000.00          | \$38,000.00           | \$17,200.00           | \$34,400.00           | \$11,518.00                        | \$23,036.00           | \$25,000.00                  | \$50,000.00           |
| 18                                                    | 4" Dia. ASTM A53 Schedule 80 Galvanized Water Line and Fittings      | 1        | LS   | \$5,000.00           | \$5,000.00            | \$4,000.00            | \$4,000.00            | \$7,975.00                         | \$7,975.00            | \$10,000.00                  | \$10,000.00           |
| 19                                                    | 3" Dia. ASTM A53 Schedule 80 Galvanized Water Line and Fittings      | 1        | LS   | \$4,000.00           | \$4,000.00            | \$4,000.00            | \$4,000.00            | \$13,315.00                        | \$13,315.00           | \$10,000.00                  | \$10,000.00           |
| 20                                                    | 150 KW Propane Generator and 500 Gallon Propane Tank                 | 1        | LS   | \$64,500.00          | \$64,500.00           | \$70,000.00           | \$70,000.00           | \$156,000.00                       | \$156,000.00          | \$190,000.00                 | \$190,000.00          |
| 21                                                    | Light Poles and Foundation                                           | 2        | EA   | \$3,550.00           | \$7,100.00            | \$6,200.00            | \$12,400.00           | \$7,000.00                         | \$14,000.00           | \$7,000.00                   | \$14,000.00           |
| 22                                                    | Electrical Installation and Materials                                | 1        | LS   | \$121,000.00         | \$121,000.00          | \$126,700.00          | \$126,700.00          | \$208,200.00                       | \$208,200.00          | \$280,000.00                 | \$280,000.00          |
| 23                                                    | SCADA and Integration (WHECO)                                        | 1        | LS   | \$32,000.00          | \$32,000.00           | \$34,500.00           | \$34,500.00           | \$34,100.00                        | \$34,100.00           | \$50,000.00                  | \$50,000.00           |
| 24                                                    | Shrubs (10 Gallon)                                                   | 51       | EA   | \$350.00             | \$17,850.00           | \$380.00              | \$19,380.00           | \$299.00                           | \$15,249.00           | \$280.00                     | \$14,280.00           |
| 25                                                    | 2" Topsoil                                                           | 36       | CY   | \$97.00              | \$3,492.00            | \$120.00              | \$4,320.00            | \$62.00                            | \$2,232.00            | \$110.00                     | \$3,960.00            |
| 26                                                    | Bermuda Sod Placement                                                | 4,275    | SF   | \$1.75               | \$7,481.25            | \$1.00                | \$4,275.00            | \$0.80                             | \$3,420.00            | \$1.00                       | \$4,275.00            |
| 27                                                    | Irrigation System                                                    | 1        | LS   | \$15,000.00          | \$15,000.00           | \$10,800.00           | \$10,800.00           | \$8,375.00                         | \$8,375.00            | \$20,000.00                  | \$20,000.00           |
| 28                                                    | Material Inspection and Testing                                      | 1        | LS   | \$10,000.00          | \$10,000.00           | \$23,400.00           | \$23,400.00           | \$6,675.00                         | \$6,675.00            | \$12,100.00                  | \$12,100.00           |
| 29                                                    | Project Allowance                                                    | 1        | LS   | \$10,000.00          | \$10,000.00           | \$10,000.00           | \$10,000.00           | \$10,000.00                        | \$10,000.00           | \$10,000.00                  | \$10,000.00           |
| <b>Total Base Bid</b>                                 |                                                                      |          |      |                      | <b>\$1,268,878.25</b> |                       | <b>\$1,299,238.00</b> |                                    | <b>\$1,387,317.00</b> |                              | <b>\$1,694,065.00</b> |