

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, April 5, 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 Ronnie Mills, Kingdom Chapel

(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, March 15, 2022--Janice England, City Secretary

(b) Action regarding Execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation for A Green Ribbon Program On-System and Resolution Adoption (Resolution No. 2022-09)-
-Rick Trice, P.E., Director of Public Works

- (c)** Action regarding Geotechnical Services Agreement with CMJ Engineering for Library/Senior Center Design--Lee Howell, Asst. City Manager
 - (d)** Action regarding Retail Retention, Recruitment and Development Services Proposal with the Retail Coach--Keith Rinehart, Director of Community & Economic Development
 - (e)** Action regarding Approval of Ordinance No. 2022-04, Amending the Recreation and Community Service Fees of the Master Fee Schedule--Janice England, City Secretary
 - (f)** Action regarding Joint Election Agreement with Tarrant County for Election Services for May 7, 2022 General Election--Janice England, City Secretary
 - (g)** Action regarding Authorization of use of Parks Donation Funds for the 2022 4th of July Celebration.--Pedro Zambrano, Communications Manager
 - (h)** Action regarding Disposal of City Surplus Items and Agreement with Tommy Lutes Auctioneers for Auction of City Surplus Items--Rick Trice, P.E., Director of Public Works
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- (5)** Proclamation--Child Abuse Prevention Month--Todd Flippo, Mayor
 - (6)** EMS Week Proclamation & Medstar Update--Doug Spears, Fire Chief
 - (7)** Presentation of Government Finance Officers Association Distinguished Budget Presentation Award to Jennifer Garrett, Finance Manager--Kim Quin, Finance Director
 - (8)** Business Recognition Program/Award – A Keep Saginaw Beautiful Committee Program--Keith Rinehart, Director of Community & Economic Development
 - (9)** PUBLIC HEARING - Continuation of Curfew for Minors--Russell Ragsdale, Chief of Police
 - (10)** PUBLIC HEARING - Consideration and Action regarding Resolution No. 2022-08, FY2021-2022 Mid-Year Budget Revisions--Kim Quin, Finance Director
 - (11)** PUBLIC HEARING – Consideration and Action Regarding Adoption of Saginaw Parks and Recreation Master Plan December 2021--Rick Trice, P.E., Director of Public Works
 - (12)** Consideration and Action regarding Resolution No. 2022-10, Declaring

intention to reimburse an amount not to exceed \$23,700,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations--Andrew Friedman, SAMCO Capital

(13) Consideration and Action regarding Approval of Master Service Agreement with Peloton Land Solutions, Inc. for Planning Services--Gabe Reaume, City Manager

(14) Consideration and Action regarding Appointment to Library Board--Janice England, City Secretary

(15) 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

(16) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, March 15, 2022

BACKGROUND/DISCUSSION:

The minutes of the March 15th City Council Meeting are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 3-15-2022

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MARCH 15, 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 Attorney	Larry Collister
City Manager	Gabe Reaume
Asst. City Manager	Lee Howell
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Russell Ragsdale
Asst. Police Chief	Brandon Badovinac
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Director of Comm. & Eco Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Director of Communications	Pedro Zambrano
Recreation Services Manager	Vickie Weldon
Management Analyst	Ayoub Kahondogoro
Animal Services Manager	Jose Wheeland
Police Lieutenant	Jose Murillo
Police Lieutenant	Corey Burnett
Police Sergeant	Christine Gayton
Police Sergeant	Robin Espinosa
Police Officer	Trenton Dickens
Police Officer	Dominick Garcia

Absent from the meeting:

City Engineer	Trenton Tidwell, P.E.
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Visitors at the meeting:

Jeff Dickens	Lisa Dickens
Cassidy Dickens	Dennis Hudson
Theresa Castryita	Ray Garcia

Malee Peterson	Jerett Morton
Gaye Seay	Mary Ann Mischke
Prisca Kirk	Josh Eadie
Janie Grantham	Jerry Sylo
Mariah Thompson	Tyler Cohen
Kyle Aubuhn	Paul Felegy
Carmen Drake	Jayden
Kelly Stewart	

(1) Call to Order

Mayor Pro-Tem Junkersfeld 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 Dennis Hudson of Saginaw Park Baptist Church gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) a. Action regarding Minutes, March 1, 2022

b. Action regarding Building Improvement Grant Agreement with Farmers Insurance (124 W. McLeroy Blvd.)

Summary: On Tuesday, March 1, 2022, the City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted in January 2022 by Farmers Insurance in regards to their property located at 124 W. McLeroy Blvd. The consensus of the City Council in that session was to award an amount not to exceed \$1,500 in reimbursable and matching dollars for the anticipated improvements as proposed on their application. The proposed agreement is realization of that intention. Funds are available in Account 01-6142-13, Building Improvement Grants, for this expenditure.

c. Action regarding Award of Contract for 2022 Annual Mowing Contract

Summary: The City biennially awards a mowing contract to provide maintenance services for City parks and right-of-ways. On March 7, 2022, the City received two bids for the 2022 Annual Mowing Contract. Bright View Landscape submitted the lowest responsive bid of \$5,450.00 for Cycle A and \$2,700 for Cycle B. The contract requires two levels of mowing frequency depending on the location. Cycle A is a higher level of maintenance estimated to be 32 mowing cycles from March until the end of October. Cycle B is estimated at 16 mowing cycles from March until the end of October. Payment is made based on mowing cycles completed and may be increased or decreased. The projected maximum total cost of the contract is \$217,600.00 (for both cycles). Funds in the amount of \$117,665 are budgeted in the Public Services Budget, Account 01-5245-06, Contract Services-Mowing, and funds in the amount of \$127,470 are available in the Parks Budget, Account 01-5245-07. Total funds available are \$248,235.

d. Action regarding Approval of a Preliminary Plat for Hardwick, 21.095 Acres out of Alexander F. Albright Survey, Abstract 1849

Summary: On August 16, 2021 the City Council approved a Planned Development for the Villas of Willow Creek located

south of West McLeroy Blvd. and west of Woodcrest Dr. The developer, Tricon Residential, has submitted a Preliminary Plat for consideration. The plat will abandon 0.243 acres of Westwood right-of-way. The Planning and Zoning Commission considered this item at their March 8th meeting and unanimously recommended approval to the City Council.

e. Action regarding Approval of a Final Plat for Hardwick, 21.095 Acres out of Alexander F. Albright Survey, Abstract 1849

Summary: On August 16, 2021 the City Council approved a Planned Development for the Villas of Willow Creek located south of West McLeroy Blvd. and west of Woodcrest Dr. The developer, Tricon Residential, has submitted a Final Plat for consideration. The plat will abandon 0.243 acres of Westwood right-of-way. Offsite easements will be dedicated as separate instruments. The filing information will be added to the face of the plat prior to recordation. The Planning and Zoning Commission considered this item at their March 8th meeting and unanimously recommended approval to the City Council

f. Action regarding Appointment of Lee Howell as a Police Reserve Officer

Summary: Pursuant to Saginaw City Code Section 66-30, Police Reserve Force, Members of the Police reserve force shall be appointed by the Chief of Police. Reserve officers will be held to the same training and licensing standards as fulltime members of the department. Upon appointment, members of the reserve force must be approved by a simple majority of the City Council before acting as a police officer. It is the desire of the Chief of Police to swear Lee Howell in as a reserve police officer. Lee Howell has a great deal of experience that can be beneficial to the department and continuing his service to the city as a sworn officer can be advantageous to the City, in that should an emergency (natural or man-made) take place he would be allowed to react, or take action in the same manner as a fully commissioned officer, without increasing liability to the City for those actions.

Mayor Flippo stated that he had received requests to pull Items 4c, 4d, and 4e from the Consent Agenda for discussion.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Beasley to approve Items 4a, 4b, and 4f 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

Item 4c (Action regarding Award of Contract for 2022 Annual Mowing Contract) was briefly discussed.

Motion was made by Councilmember Lawson with a second by Councilmember Tucker to approve Item 4c 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

Items 4d (Action regarding Approval of a Preliminary Plat for Hardwick, 21.095 Acres out of Alexander F. Albright Survey, Abstract 1849) and 4e (Action regarding Approval of a Final Plat for Hardwick, 21.095 Acres

out of Alexander F. Albright Survey, Abstract 1849) were discussed.

Motion was made by Councilmember Beasley with a second by Councilmember Copeland to approve Items 4d and 4e of the Consent Agenda as presented. Motion carried. 6-1-0-0

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

Against: Councilmember Bighorse

Abstain: None

Absent: None

(5) Presentation of the 2021 Economic Excellence Award from the Texas Economic Development Council

City Manager Reaume stated that the Texas Economic Development Council has recognized the City of Saginaw with the 2021 Economic Excellence Award. The award provides recognition to economic development organizations that meet certain criteria. Saginaw is one of a total of fifty-seven (57) organizations across the State of Texas to receive the award for 2021. Mayor Flippo presented the award to Director of Community & Economic Development Keith Rinehart.

(6) Introduction of Police Officers

Police Chief Ragsdale introduced two police officers that recently joined the Saginaw Police Department. They are Dominick Garcia and Trenton Dickens. He administered a ceremonial oath of office to both officers.

(7) PUBLIC HEARING – Consideration and Action regarding Adoption of Resolution No. 2022-02, FY2022 Community Development Block Grant (CDBG) Project, New Sidewalk Construction along the north side of Wofford Way and the east side of Thompson Drive from Opal Street to Longhorn Road and on both sides of Palomino Drive crossing Thompson Drive (48th Year CDBG Project)

Mayor Flippo declared the public hearing for this item opened at 6:24 p.m. Director of Public Works Trice explained the CDBG Program and application process. He stated the project will be new sidewalk construction along the north side of Wofford Way and the east side of Thompson Drive from Opal Street to Longhorn Road and on both sides of Palomino Drive crossing Thompson Drive. Mayor Flippo called for public input. There was none. Mayor Flippo declared the public hearing closed at 6:30 p.m.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to approve Resolution No. 2022-02, FY2022 Community Development Block Grant Project 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

- (8) Consideration and Action regarding a Development Agreement with NextMetro Communities regarding Architectural Standards for Exterior Masonry and Neighborhood Setback Requirements, on land described as approximately 16.430 acres of land, and described as H. Robertson Survey, Abstract No. 1798, City of Saginaw, Tarrant County, Texas being part of a tract conveyed to Blue Mound Partners L.P., by deed recorded in Document No. D204343302 of the Official Public Records, Tarrant County, Texas located north of Bailey Boswell Road and west of F.M.156

Motion was made by Councilmember Lawson with a second by Councilmember Beasley to approve the Development Agreement with NextMetro Communities as presented. Motion failed. 3-4-0-0

For: Mayor Flippo, Councilmembers Beasley and Lawson

Against: Mayor Pro-Tem Junkersfeld, Councilmembers Tucker, Bighorse, and Copeland

Abstain: None

Absent: None

- (9) PUBLIC HEARING – Consideration and Action regarding a Request for a Development Plan and Change in Zoning on 16.430 Acres out of the H. Robertson Survey, Abstract 1798 from Community Commercial to a Planned Development (PD/MF1). The property is located on the Northwest Corner of Bailey Boswell Road and Blue Mound Road (F.M. 156) (Avilla Saginaw) (Ordinance No. 2022-03)

Mayor Flippo declared the public hearing opened at 6:46 p.m. Director of Public Works Trice stated that the Planning and Zoning Commission considered this request at their March 8th meeting and voted to recommend approval to the City Council. Mr. Josh Eadie, representing NextMetro Communities, gave a presentation regarding the proposal. Councilmember Copeland expressed her opposition to the proposal. Councilmember Lawson suggested a town hall meeting be held regarding the proposed Planned Development and zoning change to give residents in Highland Station an opportunity to voice their concerns. Councilmember Bighorse expressed concern regarding the flood plain in this particular area and the effect of the proposed development on it.

Ms. Prisca Kirk, Ms. Mary Ann Mischke, and Ms. Gaye Seay expressed their support of the proposed development and zoning change. Mayor Flippo called for any additional public input. There was none. Mayor Flippo declared the public hearing closed at 7:52 p.m.

Motion was made by Councilmember Lawson with a second by Councilmember Bighorse to table this item to allow citizens time to understand the proposal and allow the Council time to understand the floodplain system and get final resolution. Motion carried. 6-1-0-0

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

Against: Councilmember Copeland

Abstain: None

Absent: None

(10) Consideration and Action regarding Resolution No. 2022-07, Adopting FY2022 Work Plan

City Manager Reaume pointed out two changes that need to be made to the proposed FY2022 Work Plan. They are changing the wording of the fifth project on the list to “Cultural Event at Train and Grain Festival”; and changing the wording on the twelfth project on the list to “Study Feral Cat Program”. After some discussion it was suggested that a “City Show and Tell” Event similar to the one held in 2019 at the Recreation Center be added to the list.

Councilmember Bighorse requested that an August Budget Workshop be held to recap the budget presentations made throughout the months preceding approval of the budget, and also to give the opportunity for the Council to talk with the Department Directors.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Resolution No. 2022-07. 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

(11) Workshop Discussion regarding Aquatic and Summer Camp Hiring and Programs

Recreation Services Manager Weldon updated the Council on the status of the repairs at the Aquatic Center. She expressed her concern regarding summer camp fees, the Aquatic Center, and staff salaries. She explained her recommendation for increasing fees and salaries. She also recommended a full time, temporary employee be hired to be the pool manager. This employee would be responsible for the pool, chemicals, and training lifeguards and staff. The Council concurred with her recommendations.

(12) FY2022-2023 Budget Workshop

Preliminary budget presentations were given by Finance Director Quin, Police Chief Ragsdale, Fire Chief Spears, Director of Community & Economic Development Rinehart, and Director of Public Works Trice.

City Manager Reaume recommended the Council consider a one-time retention payment to employees in the current fiscal year in the amount of \$500 for full time employees with one year of service by September 30, 2022, and \$250 for part time employees. He stated this recommendation will be included in the mid-year budget revisions that will be presented for Council action in April.

(13) Executive Session

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

of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- a. Any Posted Item

1 § 551.072. Texas Government Code. Deliberation regarding Real Property. The City Council may convene in executive session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person, including the following matters:

- a. Possible Property Acquisition within the Beltmill Development for Recreational Purposes

Mayor Flippo declared the meeting recessed into Executive Session at 9:25 p.m.

Mayor Flippo declared the meeting back in Regular Session at 9:38 p.m.

(14) 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 March 15, 2022 adjourned at 9:38 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 4/5/2022

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

Agenda Items: (4)(b)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action regarding Execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation for A Green Ribbon Program On-System and Resolution Adoption (Resolution No. 2022-09)

BACKGROUND/DISCUSSION:

On August 25, 2020 the City, Through Kimley-Horn and Associates, Inc. (KHA) submitted an application to the Texas Department of Transportation (TxDOT) for the Fiscal Year 2021 Green Ribbon Landscape Funds. The Green Ribbon program allows City government to apply for State and Federal funds for landscaping along highway corridors with participation by the Local Government. The scope of the project will include landscaping in identified areas along the east right-of-way of Saginaw Boulevard (Bus.-287) from Minton Road to the northern City Limits.

On November 19, 2021 the City was notified by TxDOT that the application was approved.

On January 18, 2022, the City Council authorized an Individual Project Order (IPO) with KHA for the design of the project for a total fee of \$58,000. The fee will be the City's Local Government share of the project in the AFA shown in ATTACHMENT B Project Budget.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2022-09 and authorize the execution of Advance Funding Agreement for A Green Ribbon Program On-System

ATTACHMENTS:

Description
Draft AFA

TxDOT:				Federal Highway Administration:	
CSJ #	0013-10-089			CFDA No.	20.205
District #	02-FTW	AFA ID	Z00003147	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250				
Project Name	BU 287P; Minton Rd to Saginaw CL			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For A Green Ribbon Program On-System

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

WITNESSETH

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

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

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

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **landscape development**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CSJ #	0013-10-089			CFDA No.	20.205
District #	02-FTW	AFA ID	Z00003147	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250				
Project Name	BU 287P; Minton Rd to Saginaw CL			<i>AFA Not Used For Research & Development</i>	

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

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

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of the continuation of the City's beautification of the BUS 287 corridor; along BUS 287 from Minton Road to the Saginaw City Limits. The proposed Green Ribbon improvements include landscape, hardscape, and drip irrigation installation along the parkway of BUS 287. The existing healthy trees in the parkway will be preserved and pruned where required. Landscape plantings will consist of Texas native and adaptive plantings. Hardscape improvements will include decomposed granite and river rock mulch. There will also be an 8" mow strip on the perimeter to separate hardscape and landscape from existing sod for maintenance. Additionally, there will be an 18" mow strip between the existing asphalt roadway, hardscape, and landscape improvements for safety and maintenance. This concept can be scaled up or down as needed to match the awarded budget.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT

TxDOT:				Federal Highway Administration:	
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procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

TxDOT:				Federal Highway Administration:	
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- differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

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the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

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

7. Remedies

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

8. Utilities

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

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approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

11. Architectural and Engineering Services

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

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

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

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

13. Project Maintenance

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

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14. Right of Way and Real Property

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

15. Insurance

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

16. Notices

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

Local Government:	State:
City of Saginaw ATTN: Director of Public Works and Community Development 333 McLeroy Boulevard Saginaw, TX 76179	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

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

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the

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U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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

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28. Debarment Certifications

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

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

29. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

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

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Todd Flippo

Typed or Printed Name

City Mayor

Typed or Printed Title

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



Location Map

CSJ 0013-10-089
Saginaw Boulevard Green Ribbon Improvements



NOT TO SCALE

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Project Name	BU 287P; Minton Rd to Saginaw CL			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Funding for construction is allocated based on 80% Federal and 20% State funding until the Federal/State funding reaches the maximum obligated amount, with the State responsible for all overruns. Funding for environmental and engineering is allocated based on 100% Local Government, with the Local Government responsible for all overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$52,000	0%	\$0	0%	\$0	100%	\$52,000
Environmental (by Local Government)	\$6,000	0%	\$0	0%	\$0	100%	\$6,000
Construction (by State)	\$400,000	80%	\$320,000	20%	\$80,000	0%	\$0
Subtotal	\$458,000		\$320,000		\$80,000		\$58,000
Environmental Direct State Costs	\$300	0%	\$0	100%	\$300	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Engineering Direct State Costs	\$2,600	0%	\$0	100%	\$2,600	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$27,960		\$0		\$27,960		\$0
Indirect State Costs	\$21,847	0%	\$0	100%	\$21,847	0%	\$0
TOTAL	\$510,709		\$320,000		\$132,709		\$58,000

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CSJ #	0013-10-089			CFDA No.	20.205
District #	02-FTW	AFA ID	Z00003147	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250				
Project Name	BU 287P; Minton Rd to Saginaw CL			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

RESOLUTION NO. 2022-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS IN SUPPORT OF ENTERING INTO AN ADVANCE FUNDING AGREEMENT FOR A GREEN RIBBON PROGRAM ON-SYSTEM BY AND BETWEEN THE CITY OF SAGINAW, TEXAS AND THE STATE OF TEXAS ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION

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

WHEREAS, Mayor Todd Flippo is authorized to enter into contracts on behalf of the City with the State of Texas, including advance funding agreements with the Texas Department of Transportation (“TxDOT”); and

WHEREAS, the City has been presented a proposed advance funding agreement by and between the City and TxDOT, which provides funding for Green Ribbon Funding for landscape improvements along Saginaw Boulevard (Business 287) from Minton Road to the northern City Limits (project scope may be adjusted to meet budget); and

WHEREAS, the City supports entering into an advance funding agreement with the State of Texas acting by and through the TxDOT for the Green Ribbon Funding project (CSJ: 0013-10-089); and

WHEREAS, the City possesses the funds on hand to participate on the Green Ribbon Funding project, and is committed, subject to the terms and conditions of the final advance funding agreement, to paying overruns related to environmental, and engineering costs, as applicable.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saginaw, Texas, that:

Section 1.

The City of Saginaw supports entering into an advance funding agreement with TxDOT for the Green Ribbon Funding project, which is to construct irrigation, plantings, and hardscape improvements.

Section 2.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City and made a part hereof for all purposes.

ADOPTED AND APPROVED THIS 5th DAY OF APRIL, 2022

APPROVED: _____
Todd Flippo, Mayor

ATTEST: _____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY: _____
Bryn Meredith, City Attorney



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Lee Howell
Assistant City Manager

Agenda Items: (4)(c)

E-mail: lhowell@saginawtx.org

Phone: 817-230-0325

SUBJECT:

Action regarding Geotechnical Services Agreement with CMJ Engineering for Library/Senior Center Design.

BACKGROUND/DISCUSSION:

CMJ Engineering, Inc. has successfully provided geotechnical engineering services to the city for many projects over the last 20 years. This agreement includes the soil borings and analysis to assist the design team in determining foundation and paving designs for the new library/senior center project.

FINANCIAL IMPACT:

The contract estimate is \$14,300 which will be funded from the 2021 Bond Program.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

CMJ Estimate

Estimate No. 22-8551 (Revised)
March 17, 2022

City of Saginaw
333 W. McLeroy Boulevard
Saginaw, Texas 76179

Attn: Mr. Lee Howell
Assistant City Manager

**ESTIMATE FOR:
GEOTECHNICAL ENGINEERING SERVICES
SAGINAW PUBLIC LIBRARY AND SENIOR CENTER
320 W. McLERROY BOULEVARD
SAGINAW, TEXAS**

Dear Mr. Howell:

INTRODUCTION

CMJ Engineering, Inc. (CMJ) is pleased to submit an estimate for providing geotechnical engineering services in conjunction with the above-referenced project. We prepared this estimate based on an email from Mr. Lee Howell, City of Saginaw and on the preliminary Site Plan as prepared by PGAL, Inc. dated March 7, 2022 as submitted to this office. CMJ understands that we have been selected for this project based solely on our qualifications. Further, we understand that the City of Saginaw is negotiating scope and fee exclusively with CMJ at this time.

The project is located at 320 McLeroy Boulevard in Saginaw, Texas. The project, as currently planned, consists of a two-story public building with an approximate footprint of 41,000 square feet. Canopy covered flatwork areas are also planned. Concrete paved drives and parking areas are also planned. A stormwater detention pond will be located in the northern section of the site.

For purposes of this estimate, it is assumed that all borings are accessible to truck-mounted drilling equipment. In addition, it is assumed that underground utilities at boring locations will be coordinated by CMJ.

SCOPE OF SERVICES

I. BASIC SERVICES

A. SUBSURFACE EXPLORATION

Experienced drillers and technicians will evaluate subsurface conditions with fifteen (15) sample borings according to the following field program:

- Building – Nine (9) borings drilled to depths of 30 to 35 feet, a minimum of 15 feet into unweathered gray limestone, depending on the depth encountered.
- Paving – Five (5) borings drilled to a depth of 5 feet.
- Detention Pond Area: One (1) boring drilled to a depth of 10 feet.

The field personnel will drill the boring using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CMJ's personnel will stake the boring locations using normal taping procedures. Approximate locations of the borings will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided as Additional Services upon request. At the completion of drilling operations, the boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

B. LABORATORY SERVICES

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- liquid and plastic limit determinations
- unconfined compression tests on soil
- unit weight determinations
- absorption pressure and/or one-point pressure swell tests
- soluble sulfate tests

CMJ ENGINEERING, INC.

City of Saginaw
Estimate No. 22-8551 (Revised)
March 17, 2022
Page 3

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

C. ENGINEERING SERVICES

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide two copies of the report and an electronic copy. The report will address:

- general soil and ground-water conditions
- recommendations for foundation type, depth and allowable loading
- minimum penetration of piers to resist uplift (if required) and LPile parameters
- foundation construction requirements
- recommended lateral pressures for the design of below-grade walls and retaining structures
- recommendations for floor slab support, including an evaluation of the swell characteristics of the subgrade soils
- IBC seismic site classification
- earthwork recommendations
- guidelines for pavement design

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services. Additional Services are described in Section II.

D. COMPENSATION FOR BASIC SERVICES

It is proposed that the Basic Services described above be performed on a unit price basis, in accordance with the attached Basic Services Cost Estimate. Based on the anticipated scope and the attached Basic Services Cost Estimate, the total cost of the Basic Services should be on the order of \$14,200 to \$14,300. For budget purposes, a maximum cost of \$14,300 is recommended. This cost for Basic Services will not be exceeded without prior authorization.

The estimated costs shown in this proposal are based on the anticipated soil conditions. The final invoice will be based on the specific quantities drilled and tested. If unanticipated conditions are encountered during drilling, we will notify you accordingly.

E. SCHEDULE FOR BASIC SERVICES

Weather permitting, we plan to initiate these studies within fifteen business days of receipt of notice to proceed, and anticipate that two working days will be required to complete the subsurface exploration for the site (weather conditions permitting). You will receive the final report approximately four weeks following the completion of the field phase. We will make preliminary design data available sooner if necessary.

II. ADDITIONAL SERVICES

A. AUTHORIZATION AND SCOPE

Additional Services will be performed only if specifically requested and authorized by Client. Additional Services may consist of the following:

- Additional subsurface exploration, including quantities or items other than described in Basic Services.
- Bulldozer or other equipment services required to achieve access to boring locations.
- Stand-by time or time in excess of one-half hour required for travel between boring locations.
- Additional laboratory services, including quantities or items other than described in Basic Services.
- Additional insurance coverage or limits (if available) other than CMJ's standard policies.
- Additional engineering services, including personnel time and expenses for items not specifically described in Basic Services. This may include, but is not limited to, additional meetings requested by Client or Client's other consultants, assistance to Client in dealing with regulatory agencies, preparation and engineering assistance in legal proceedings, and evaluation of alternative designs for the project or relocation of structure, following initial submittal of the geotechnical report.
- Additional copies of the report, other than the number described in Basic Services.
- Any other required or requested services authorized by Client, other than those specifically described in Basic Services.

B. COMPENSATION AND SCHEDULE FOR ADDITIONAL SERVICES

Additional Services, when authorized by Client, will be in accordance with our Schedule of Fees. Additional Services will be performed at reasonable times and within reasonable schedules as

CMJ ENGINEERING, INC.

City of Saginaw
Estimate No. 22-8551 (Revised)
March 17, 2022
Page 5

requested by Client. Authorized Additional Services will be billed as a separate item on invoices and a description of the Additional Services will be provided.

III. TERMS AND CONDITIONS

The scope of services will be performed pursuant to the attached CMJ Terms for Geotechnical Engineering Services, which is incorporated into this proposal.

Thank you for the opportunity to present this proposal. Please sign the attached Terms for Geotechnical Engineering Services and return one complete copy of this proposal as your authorization to proceed. Facsimile signatures shall be sufficient unless originals are requested by a third party. This proposal and any attached fee schedule are valid for 90 days from the date listed on this proposal. Do not hesitate to call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed scope of services.

* * * *

We look forward to working with the City of Saginaw on this project.

Respectfully submitted,
CMJ ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Sappington IV", with a stylized flourish extending to the right.

James P. Sappington IV, P.E.
President

copies submitted: (1) Mr. Lee Howell; City of Saginaw (e-mail)

CMJ ENGINEERING, INC.
GEOTECHNICAL ENGINEERING SERVICES
BASIC SERVICES COST ESTIMATE

ESTIMATE: 22-8551 (Revised)
DATE: MARCH 17, 2022
PROJECT: SAGINAW PUBLIC LIBRARY AND SENIOR CENTER
320 W. McLEROY BOULEVARD
SAGINAW, TEXAS

<u>SUBSURFACE EXPLORATION</u>	Quant.	Unit \$	Total \$
Mobilization (Drill Rig)	1	540.00	540.00
Additional Days Mobilization	1	250.00	250.00
Soil Drilling-Intermittent Sampling (0-25 ft.)	350	17.00	5,950.00
Cleanup (hr.)	2	250.00	500.00
Underground Utility Check	1	175.00	175.00
Subtotal Subsurface Services		\$	7,415.00
<u>LABORATORY SERVICES</u>			
Moisture Content and Soil Identification	75	7.50	562.50
Liquid and Plastic Limits	14	64.00	896.00
Unconfined Compressive Strength-Soil	10	52.00	520.00
Unit Weight	15	14.00	210.00
Free Swell	5	85.00	425.00
Soluble Sulfate Test	5	92.50	462.50
Subtotal Laboratory Services		\$	3,076.00
<u>ENGINEERING SERVICES</u>			
Senior Principal Engineer	8	148.00	1,184.00
Staff Engineer	23	102.00	2,346.00
Drafting & Secretarial Support	4	53.50	214.00
Misc. Expense (report production, mileage, etc.)	1	120.00	120.00
Subtotal Engineering Services		\$	3,744.00
TOTAL ESTIMATE		\$	14,235.00

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as GEOTECHNICAL ENGINEER, and CITY OF SAGINAW, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached estimate identified as Estimate No. 22-8551 (Revised), dated March 17, 2022 and any exhibits or attachments noted in the ESTIMATE. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral, which the parties expressly disclaim. Any changes to this AGREEMENT must be mutually agreed to in writing. Neither party may assign or transfer this AGREEMENT.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNICAL ENGINEER will be based solely on information available to GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by GEOTECHNICAL ENGINEER under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project (this is called the "Standard of Care"). The Standard of Care shall solely govern GEOTECHNICAL ENGINEER's performance of the Services. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

In all cases the GEOTECHNICAL ENGINEER shall be acting as an independent consultant and no provision or obligation expressed or implied herein shall create an employment, agency, or fiduciary relationship between the GEOTECHNICAL ENGINEER and the CLIENT.

Documents prepared by the GEOTECHNICAL ENGINEER are intended for use solely with the project identified in the ESTIMATE and for no other project, for the time period stated by the GEOTECHNICAL ENGINEER and for no longer, and for no party other than the CLIENT. Accordingly, the CLIENT shall not use documents prepared by the GEOTECHNICAL ENGINEER for additions or alterations to the project identified in the ESTIMATE, for other projects, or beyond the time period stated by the GEOTECHNICAL ENGINEER.. Further, nothing in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third-party against the GEOTECHNICAL ENGINEER.

SITE ACCESS AND SITE CONDITIONS

As a condition to GEOTECHNICAL ENGINEER's performance of its services, CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNICAL ENGINEER to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNICAL ENGINEER free access to the site. GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the ESTIMATE.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNICAL ENGINEER is entitled to rely upon the accuracy and completeness of information that CLIENT and its consultants and contractors provide GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER will take reasonable precautions to avoid known subterranean structures, and CLIENT waives and releases any claim, not including negligence, against GEOTECHNICAL ENGINEER arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

GEOTECHNICAL ENGINEER will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.

OBSERVATION

If GEOTECHNICAL ENGINEER is retained by CLIENT to provide a site representative for the purpose of observing specific portions of construction work or other field activities as set forth in the ESTIMATE, then this phrase applies. For the specified assignment, GEOTECHNICAL ENGINEER will report observations and professional opinions to CLIENT. No action of GEOTECHNICAL ENGINEER or GEOTECHNICAL ENGINEER'S site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNICAL ENGINEER will report to CLIENT any observed geotechnically-related work which, in GEOTECHNICAL ENGINEER'S professional opinion, does not conform with plans and specifications, but GEOTECHNICAL ENGINEER does not assume a duty to detect any such nonconformance, as its obligation is limited to reporting what it observes to CLIENT as stated in this paragraph. The GEOTECHNICAL ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNICAL ENGINEER'S presence on site does not in any way guarantee the safety, completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

GEOTECHNICAL ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay GEOTECHNICAL ENGINEER in accordance with the procedures indicated in the ESTIMATE and its attachments. Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable within thirty (30) days from the date the invoice is received. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNICAL ENGINEER in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid.

Time is of the essence for payments due GEOTECHNICAL ENGINEER. Accordingly, invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the GEOTECHNICAL ENGINEER, CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the GEOTECHNICAL ENGINEER will carry the additional charge, as described above, effective thirty (30) days from the date of resolution of the disputed charge. In the event CLIENT fails to pay GEOTECHNICAL ENGINEER within sixty (60) days after invoices are rendered, not to include disputed charges, CLIENT agrees that GEOTECHNICAL ENGINEER will have the right to consider the failure to pay the GEOTECHNICAL ENGINEER's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect GEOTECHNICAL ENGINEER by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by GEOTECHNICAL ENGINEER. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with GEOTECHNICAL ENGINEER'S liability, CLIENT agrees to limit GEOTECHNICAL ENGINEER'S liability to CLIENT and to all other parties for claims arising out of GEOTECHNICAL ENGINEER'S performance of the services described in this AGREEMENT. The aggregate liability of GEOTECHNICAL ENGINEER will not exceed the limits of the GEOTECHNICAL ENGINEER'S insurance for negligent professional acts, errors, or omissions.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join GEOTECHNICAL ENGINEER as a third-party defendant. Parties mean CLIENT and GEOTECHNICAL ENGINEER and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and GEOTECHNICAL ENGINEER agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

To the extent allowed by Texas Law, the CLIENT shall indemnify and hold harmless the GEOTECHNICAL ENGINEER, its officers, directors, agents, and employees from and against all claims (including negligence), damages, losses, and expenses, including but not limited to reasonable and necessary attorney's fees, arising out of or related to the work or services of the CLIENT or its agents, employees, consultants and contractors of any tier or any third party under the client's control. Notwithstanding the foregoing, except for claims for bodily injury or death of the CLIENT, its agents, or its subcontractors of any tier, CLIENT shall not be required to indemnify or hold harmless the GEOTECHNICAL ENGINEER against a claim caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract by the GEOTECHNICAL ENGINEER, its agents or employees, or any third party under the GEOTECHNICAL ENGINEER'S control, other than the client or its agent, employee, or subcontractor of any tier.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNICAL ENGINEER of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNICAL ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNICAL ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNICAL ENGINEER to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

GEOTECHNICAL ENGINEER agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT releases and waives any claim against GEOTECHNICAL ENGINEER arising from GEOTECHNICAL ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, the detection, presence, handling, removal, abatement, or disposal of any hazardous materials that exist on or adjacent to the project site, and any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNICAL ENGINEER which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities.

DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between GEOTECHNICAL ENGINEER and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation before and as a condition precedent to other remedies provided by law.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of mediation as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of Tarrant County, Texas, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

CLIENT

By:

Position

Date

CMJ ENGINEERING, INC.

By: James P. Sappington IV, P.E.

President
Position

March 17, 2022
Date



City of Saginaw

Meeting Date: 4/5/2022

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

Agenda Items: (4)(d)

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:

Action regarding Retail Retention, Recruitment and Development Services Proposal with the Retail Coach

BACKGROUND/DISCUSSION:

In March 2020, the City of Saginaw entered into a contract with The Retail Coach to provide assistance with Retail Retention, Recruitment and Development Services. It was a one-year agreement with the option to renew for up to two (2) additional one-year agreements.

While considering the Pandemic our country has been in this past two (2) years that began in March 2020, significant progress has been made with the recruitment of potential commercial retail and restaurants. The proposed is to renew the agreement with The Retail Coach to provide assistance with Retail Retention, Recruitment and Development Services for one (1) additional year.

During that 12-month period, we will continue to receive the following:

- *Updated Research, Analysis, and Reports*
- *Continued Recruitment of Retailers and Developers*
- *Coaching and Support from The Retail Coach Team*
- *Designated Point of Contact for Recruitment and Data Needs*
- *Access to GIS Mapping and Data Resources*

FINANCIAL IMPACT:

The financial impact is a fee of \$20,000, plus reimbursable expenses. This expenditure is budgeted within the existing economic development budget.

RECOMMENDATION:

Upon the advice of the City Attorney, staff recommends the City Council authorize the City Manager to enter into an agreement under the terms of the proposal.

ATTACHMENTS:

Description

Council Communique & Proposal



COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

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

Date: City Council Meeting – October 19, 2021

ITEM:

Action regarding Retail Retention, Recruitment and Development Services Proposal with the Retail Coach

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

In March 2020, the City of Saginaw entered into a contract with The Retail Coach to provide assistance with Retail Retention, Recruitment and Development Services. It was a one-year agreement with the option to renew for up to two (2) additional one-year agreements.

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 - *Continued Recruitment of Retailers and Developers*
 - *Coaching and Support from The Retail Coach Team*
 - *Designated Point of Contact for Recruitment and Data Needs*
-

- *Access to GIS Mapping and Data Resources*

HISTORY:

Over the past two (2) years, ED staff has discussed with the Mayor and City Council a consistent narrative/message that developments take time. Developments generally take about 24-36 months (sometimes longer). When you see a business opening, that process probably started a minimum of two (2) years ago. The City of Saginaw is finally beginning to receive the rewards of the seeds planted two (2) years ago. Businesses have now heard about Saginaw TX, know where it is, and want to be part of our growing business community.

Over the past two (2) years, we have achieved the following significant progress and momentum:

- Four (4) mixed use developments are under contract/sold and construction is beginning/continuing.
- Sales Tax Revenues are far exceeding expectations:
 - Fiscal Year 2021 Total Revenues: \$7,236,582.55 (21.46% increase from previous year)
 - Fiscal Year 2020 Total Revenues: \$5,957,804.98 (6.72% increase from previous year)
 - Fiscal Year 2019 Total Revenues: \$5,582,848.90 (6.73% increase from previous year)
 - Fiscal Year 2018 Total Revenues: \$5,257,738.16 (3.19% increase from previous year)
 - Fiscal Year 2017 Total Revenues: \$5,091,389.00 (6.91% increase from previous year)
 - In non-technical language what this means is that the Saginaw economy is doing quite well. Our Saginaw residents (and non-residents) are shopping at our local Saginaw businesses and that is a good thing.

Very soon, we will have some very exciting announcements to reveal. Thank you for your patience and understanding.

FINANCIAL IMPACT:

The financial impact is a fee of \$20,000, plus reimbursable expenses. This expenditure is budgeted within the existing economic development budget.

RECOMMENDATION

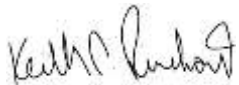
Upon the advice of the City Attorney, staff recommends the City Council authorize the City Manager to enter into an agreement under the terms of the proposal.

ATTACHMENTS:

- One-Year Contractual Agreement

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

Optional Contract Extensions

Because we believe retail recruitment is an ongoing process, and not an event, we offer the ability to extend a standard project agreement for up to two additional years. Your agreement can be extended at any time to ensure you have the tools and resources you need to successfully recruit retailers.

Annual Contract Extension

\$20,000/yr.

Extends your agreement by an additional 12 months from previous contract execution. During that 12 month period, you will continue to receive the following:

- Updated Research, Analysis, and Reports
- Continued Recruitment of Retailers and Developers
- Coaching and Support from the The Retail Coach Team
- Designated Point of Contact for Recruitment and Data Needs
- Access to GIS Mapping and Data Resources

Year 3 Acceptance - Signatures



Aaron Farmer, President, The Retail Coach, LLC.

Payments:

- \$10,000 upon execution
- \$10,000 in 90 days

City of Saginaw



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(e)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Approval of Ordinance No. 2022-04, Amending the Recreation and Community Service Fees of the Master Fee Schedule

BACKGROUND/DISCUSSION:

Ordinance No. 2022-04 addresses the changes in fees related to Summer Camp as discussed at the March 15th City Council Meeting. Changes also include the deletion of fees for rooms/facilities that are not available for rent due to the relocation of the Senior Center to the Recreation Center. The deletion of the rental of the entire Aquatic Facility, and the Blue Pavilion at the Aquatic Center are also included.

When the new Senior Center is completed and the Seniors move out of the Recreation Center, a review of the rooms available for rent at the Recreation Center will be done and if needed, an amendment to the fee schedule recommended at that time.

Recreation and Community Services Fees begin on Page 16.

FINANCIAL IMPACT:

The financial impact will be the increase in fees related to Summer Camp.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Proposed Ordinance 2022-04

Proposed Fee Schedule April 2022

ORDINANCE NO. 2021-28

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING THE MASTER SCHEDULE OF FEES ESTABLISHED BY ORDINANCE NO. 2010-14, AS AMENDED, AMENDING THE RESIDENTIAL TRASH AND RECYCLE RATE; 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 (the “City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City has heretofore adopted a Master Schedule of Fees for City services and permit applications; and

WHEREAS, the City desires to amend the Master Schedule of Fees to amend the residential trash and recycle rate in order to reflect the administrative costs incurred by the City to perform the functions associated with these fees.

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

SECTION 1.

That the Master Schedule of Fees established pursuant to Ordinance No. 2010-14, as amended, is hereby amended by revising the Residential Trash and Recycle Rate. The new fees are set forth in the attached and incorporated Exhibit “A”, hereto.

SECTION 2.

The City Secretary is hereby directed to revise the Master Schedule of Fees in accordance with the above-referenced revision. A revised Master Schedule of Fees shall be kept on file with the office of the City Secretary.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM:

Bryn Meredith, City Attorney

CITY OF SAGINAW FEE SCHEDULE

ADMINISTRATIVE		
Copies	\$ 0.20	per copy
Garage Sale Permit	\$ 5.00	per sale, includes 3 signs
Garage Sale Replacement Signs	\$ 1.00	each for re-scheduled sale
Solicitor's Permit	\$ 100.00	per year, plus \$10 for each agent/employee
ALCOHOLIC BEVERAGES		
Wine & Beer Retailers Off-Premise Permit	\$ 30.00	per year
Mixed Beverage Permit	\$ 375.00	per year after 3 yr period following initial issuance
Alcohol Sales Setback Variance Application	\$ 100.00	
PUBLIC RECORDS REQUESTS		
Standard Paper Copy	\$ 0.10	per page (8-1/2 x 14 or smaller)
Non-standard Paper Copy	\$ 0.50	per page (larger than 8-1/2 x 14)
<i>Paper printed on both sides is counted as 2 copies</i>		
Diskette 3-1/2 x 5-1/2	\$ 1.00	each
Tape cartridge (1.2 GB)	\$ 43.00	each
Audio Cassette	\$ 1.00	each
Other formats	Actual Cost	
Programming personnel	\$ 32.50	per hour
Other personnel	\$ 15.00	per hour
Overhead charge	20% of personnel charge	
Computer Resource Charge-Midsize	\$ 1.50	per minute
Computer Resource Charge-PCorLAN	\$ 1.00	per hour
Miscellaneous Supplies	Actual Cost	
Postage & Shipping Charge	Actual Cost	
Other costs	Actual Cost	
Outsourced or Contracted Services	Actual Cost	

CITY OF SAGINAW FEE SCHEDULE

FIRE DEPARTMENT		
Incident Reports	\$ 10.00	per copy
Fire Watch	\$ 35.00	per person, per hour, 4 hr. min. per person
Firefighter-Paramedic Stand-by		
Scheduled Events	\$ 35.00	per person, per hour, 4 hr. min. per person
Firefighter-Paramedic Stand-by	O/T Rate	per person, per hour, 4 hr. min. per person
Fire Apparatus Stand-by	\$ 100.00	per apparatus, per hour, 4 hr. min.
Fire Dept Certificate of Occupancy Inspection	\$ 100.00	
Fire Dept Re-Inspection Fee - First Re-Inspect	\$ 50.00	
Fire Dept Re-Inspection Fee - Second Re-Insp	\$ 75.00	
Fire Dept Re-Inspection Fee - Third Re-Insp	\$ 100.00	
The fire code official is authorized to issue operational permits for the following operations:		
Aerosol Products	\$ 150.00	
Amusements Buildings	\$ 150.00	
Aviation Facilities	\$ 150.00	
Carnivals & Fairs	\$ 150.00	
Cellulose Nitrate Film	\$ 150.00	
Combustible Dust Producing Operations	\$ 150.00	
Combustible Fibers	\$ 150.00	
Compressed Gases	\$ 500.00	
Covered Mall Buildings	\$ 150.00	
Cryogenic Fluids	\$ 500.00	
Cutting & Welding	\$ 150.00	
Dry Cleaning Plants	\$ 150.00	
Exhibits & Trade Shows	\$ 150.00	
Explosives	\$ 1,000.00	
Fire Hydrants & Valves	\$ 150.00	
Flammable & Combustible	\$ 250.00	
Floor Finishing	\$ 150.00	
Fruit & Crop Ripening	\$ 150.00	
Fumigation & Thermal Insecticidal Fogging	\$ 150.00	

CITY OF SAGINAW FEE SCHEDULE

Hazardous Materials	\$	250.00	per material type
Hazardous Production Materials Facilities	\$	250.00	
High-piled Storage	\$	150.00	
Hot Work Operations	\$	150.00	
Industrial Ovens	\$	150.00	
Lumber Yards & Woodworking Plants	\$	500.00	
Liquid or gas fueled vehicles			
or equip in assembly bldgs	\$	150.00	
LP Gas	\$	150.00	
Magnesium	\$	1,000.00	
Misc Combustible Storage	\$	250.00	
Open Burning <i>Not Permitted</i>			
Open Flames & Torches	\$	150.00	
Open Flames & Candles	\$	150.00	
Organic Coatings	\$	150.00	
Places of Assembly			
Occupant Load <300	\$	150.00	
Occupant 301 to 1000	\$	200.00	
Occupant >1000	\$	250.00	
Pyrotechnic Special Effects Material	\$	1,000.00	
Pyroxylin Plastics	\$	150.00	
Refrigeration Equipment	\$	150.00	
Repair Garages & Motor			
Vehicle Fuel-Dispensing	\$	150.00	
Rooftop Heliports	\$	150.00	
Spraying or Dipping	\$	150.00	
Storage of Scrap Tires & Tire By-Products	\$	250.00	
Temporary Membrane			
Structures, Tents / Canopies	\$	50.00	
Tire Re-Building Plants	\$	1,000.00	
Waste Handling	\$	1,000.00	
Wood Products	\$	250.00	

CITY OF SAGINAW FEE SCHEDULE

Required Construction Permits		
Automatic Fire Extinguishing Systems	\$ 150.00	plus applicable review fees <i>if required</i>
Fire Suppression		
Underground Systems	\$ 150.00	plus applicable review fees <i>if required</i>
Battery Systems	\$ 150.00	
Compressed Gases	\$ 150.00	
Fire Alarm & Detection		
Systems & Related Equip	\$ 150.00	plus applicable review fees <i>if required</i>
Fire Pumps & Related		
Equipment	\$ 150.00	plus applicable review fees <i>if required</i>
Flammable & Combustible Liquids	\$ 150.00	
Hazardous Materials	\$ 250.00	
Industrial Ovens	\$ 150.00	
LP Gas	\$ 150.00	
Private Fire Hydrants	\$ 150.00	plus applicable review fees <i>if required</i>
Spraying or Dipping	\$ 150.00	
Standpipe Systems	\$ 150.00	plus applicable review fees <i>if required</i>
Temporary Membrane		
Structures, Tents / Canopies	\$ 50.00	
In circumstances where the fire code or the adopted amendments restrict or prohibit any provisions of an operational permit in conflict with this section, a permit shall not be issued. In circumstances where the fire code or adopted amendments dictate a more restrictive provision in conflict with this section regarding quantity, use, operation, installation, manufacturing, storage and transport of any material, the more restrictive provision will be followed.		
The Fire Code Official reserves the right to waive an operational permit fee for a non-profit or charitable organization		

CITY OF SAGINAW FEE SCHEDULE

LIBRARY		
Replace Lost or Damaged Card	\$ 2.00	each
Replace Plastic Hanging Bags (for kits)	\$ 1.00	each
Replace Barcode Sticker	\$ 1.00	each
Replace Lost or Damaged Material		
(Book, Magazine, Video, Audio, DVD)	Cost of Item	
Fax	\$ 1.00	per page
Black & White Copy on Copy Machine	\$ 0.20	per page
Black & White or Color on Printer	\$ 0.25	per page
Disc Repair and Cleaning Fee	\$ 2.00	per disc (non-refundable)

CITY OF SAGINAW FEE SCHEDULE

POLICE DEPARTMENT		
Accident Reports	\$ 6.00	each
Security Alarm Permits	\$ 15.00	per year
Special Event Permit	\$ 100.00	for each location where event will be conducted
PUBLIC RECORDS REQUESTS		
Standard Paper Copy	\$ 0.10	per page (8-1/2 x 14 or smaller)
Non-standard Paper Copy	\$ 0.50	per page (larger than 8-1/2 x 14)
<i>Paper printed on both sides is counted as 2 copies</i>		
Diskette 3-1/2 x 5-1/2	\$ 1.00	each
Tape cartridge (1.2 GB)	\$ 43.00	each
Audio Cassette	\$ 1.00	each
Other formats	Actual Cost	
Programming personnel	\$ 32.50	per hour
Other personnel	\$ 15.00	
Overhead charge	20% of personnel charge	
Computer Resource Charge-Midsize	\$ 1.50	per minute
Computer Resource Charge-PCorLAN	\$ 1.00	per hour
Miscellaneous Supplies	Actual Cost	
Postage & Shipping Charge	Actual Cost	
Other costs	Actual Cost	
Outsourced or Contracted Services	Actual Cost	
Body Worn Camera Recording	\$ 10.00	each
Fee per minute of Body Camera footage	\$ 1.00	per minute
required to be reviewed if an identical copy		
has not previously been released		

CITY OF SAGINAW FEE SCHEDULE

PUBLIC WORKS		
Miscellaneous Fees		
Copy of Subdivision Ordinance	\$ 50.00	
Copy of Zoning Ordinance	\$ 50.00	
Copy of Zoning Map	\$ 5.00	
BOA Variance Application	\$ 100.00	
BOA Special Exception Application	\$ 250.00	
Oil & Gas Well Application	\$ 5,000.00	+ escrow for landscaping (estimate verified by city)
Junk Dealer/Secondhand Dealer	\$ 25.00	Per calendar year
Nondepository Financial Institution	\$ 200.00	Per calendar year
Mobile Food Unit Permit	\$ 250.00	Per year (Due at end of initial 30 day period)
City Owned Mobile Food Unit Park Utility Use	\$ 25.00	Per day
Seasonal Permit	\$ 100.00	Per year
Building Permit Fees		
Contractor Registration	\$ 100.00	Excludes: Electricians and Plumbers
Residential		
New Residential Building	.85 / SF + Plan Review Fee	Plan Review fee is 25% of the permit fee
Building Addition	.85 / SF + Plan Review Fee	Plan Review fee is 25% of the permit fee
Building Remodel	.50 / SF + Plan Review Fee	Plan Review fee is 25% of the permit fee
Accessory Detached - up to 220 SF	\$ 75.00	Excludes: Electrical, Mechanical, & Plumbing
Accessory Detached - over 220 SF - 440 SF	\$ 125.00	Excludes: Electrical, Mechanical, & Plumbing
Windows - 1-10	\$ 50.00	
Windows - 11 or more	\$ 5.00	Per Window
Carport - up to 300 SF	\$ 75.00	
Carport - over 300 SF - 600 SF	\$ 125.00	
Patio Cover - up to 225 SF	\$ 75.00	Excludes: Electrical & Plumbing
Patio Cover - over 225 SF	\$ 125.00	Excludes: Electrical & Plumbing
Swimming Pools - Above Ground	\$ 50.00	
Swimming Pool - In Ground	\$ 500.00	
Roof	\$ 75.00	
Foundation Repair	\$ 50.00	
Drive Approach	\$ 50.00	
Parking, Paving, Flatwork	\$ 50.00	
Fence - over 6 feet	\$ 50.00	

CITY OF SAGINAW FEE SCHEDULE

Key Lot Fence	\$ 25.00	
Demolition	\$ 125.00	
Business Permit	\$ 25.00	Per calendar year
Electrical, Mechanical, Plumbing Fees		
Lights On Permit	\$ 50.00	
Electrical Permit	\$ 50.00	
Mechanical Permit	\$ 50.00	
Irrigation Permit	\$ 75.00	
Plumbing Permit	\$ 50.00	
Other Fees		
Duplicate Permit Packet	\$ 15.00	
Plan Revision / Re-submittal	\$ 50.00	Per hour of addition plan review
Working Without a Permit	Permit Fee x 2	For contractors
Re-Inspection Fee - First Time	\$ 50.00	
Re-Inspection Fee - Second Time	\$ 75.00	
Re-Inspection Fee -Third or more	\$ 100.00	
After Hour Inspection Fee	\$ 75.00	Per hour (2 hour minimum)
Non-Residential		
New Commercial / Industrial	Valuation Fee Table+Plan Review Fee	Plan review fee is 65% of the permit fee
Building Addition	Valuation Fee Table+Plan Review Fee	Plan review fee is 65% of the permit fee
Building Remodel	Valuation Fee Table+Plan Review Fee	Plan review fee is 65% of the permit fee
Accessory Detached	Valuation Fee Table+Plan Review Fee	Plan review fee is 65% of the permit fee
Carport	Valuation Fee Table+Plan Review Fee	Plan review fee is 65% of the permit fee

CITY OF SAGINAW FEE SCHEDULE

Roof	Valuation Fee Table+Plan Review Fee	Plan review fee is 65% of the permit fee
Foundation - new & repair	Valuation Fee Table+Plan Review Fee	Plan review fee is 65% of the permit fee
Drive Approach	Valuation Fee Table+Plan Review Fee	Plan review fee is 65% of the permit fee
Parking, Paving, Flatwork	Valuation Fee Table+Plan Review Fee	Plan review fee is 65% of the permit fee
Fence & Retaining Wall	Valuation Fee Table+Plan Review Fee	Plan review fee is 65% of the permit fee
Certificate of Occupancy	\$ 100.00	See Fire Department Fees
Temporary Certification of Occupancy	\$ 50.00	
Business Permit	\$ 25.00	Per calendar year
Grand Opening Permit	\$ 25.00	
Demolition Permit	\$ 100.00	
Sign Fee: 1 to 50 square feet in area	\$ 50.00	
Sign Fee: 51 to 100 square feet in area	\$ 100.00	
Sign Fee: 101 to 200 square feet in area	\$ 150.00	
Sign Fee: 201 to 300 square feet in area	\$ 200.00	
Sign Fee: 301 and over square feet area	\$ 1.00	Per square foot
Electrical, Mechanical, Plumbing Fees		
Lights On Permit	\$ 50.00	
Electrical Permit	Valuation Fee Table *	*Plan review fee is 65% of the permit fee
Mechanical Permit	Valuation Fee Table *	*Plan review fee is 65% of the permit fee
Irrigation Permit	Valuation Fee Table *	*Plan review fee is 65% of the permit fee
Plumbing Permit	Valuation Fee Table *	*Plan review fee is 65% of the permit fee
	* Plan review fee will be assessed if plan review is required.	
Other Fees		
Plan Revision / Re-submittal	\$ 50.00	Per hour of addition plan review
Working Without a Permit	Permit Fee x 2	
Re-Inspection Fee - First Time	\$ 50.00	
Re-Inspection Fee - Second Time	\$ 75.00	
Re-Inspection Fee -Third or more	\$ 100.00	

CITY OF SAGINAW FEE SCHEDULE

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CITY OF SAGINAW FEE SCHEDULE

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CITY OF SAGINAW FEE SCHEDULE

Animal Services Fees		
City Registration and Tags 1yr tag	\$ 10.00	
City Registration and Tags 3yr tag	\$ 30.00	
Guard Dog License	\$ 25.00	
Dangerous Animal License	\$ 100.00	
Wild Animal Registration	\$ 100.00	
Wild Animal Registration Renewal	\$ 25.00	
1st impound fee	\$ 40.00	
2nd impound fee	\$ 60.00	
3rd impound fee	\$ 100.00	
1st impound fee--Fail to Display Tags	\$ 40.00	
2nd impound fee-Fail to Display Tags	\$ 60.00	
3rd impound fee-Fail to Display Tags	\$ 100.00	
Impound fee/ boarding fee	\$ 10.00	per day
Livestock 1st impound	\$ 30.00	
Livestock 2nd impound	\$ 50.00	
Livestock 3rd impound	\$ 70.00	
Livestock boarding fee per day	\$ 15.00	
Animal Quarantine-Resident	\$ 100.00	
Owner Surrender (Pets over 7 months)	\$ 50.00	<i>-\$10 if neutered/declawed; -\$10 if has rabies vacc.</i>
Owner Surrender (Pets under 7 months)	\$ 50.00	<i>-\$10 if neutered/declawed; -\$10 if has rabies vacc.</i>
Euthanasia Request	\$ 25.00	
Adoption	\$ 40.00	
Live trap replacement fee	\$ 75.00	
Micro chip	\$ 20.00	
Backyard Chicken Permit Fee	\$ 20.00	<i>One permit issued per property, for up to 6 chickens</i>

CITY OF SAGINAW FEE SCHEDULE

Development Fees		
	\$750 0-10 Acres	
Zoning Change	\$1500 10 or more acres	
Preliminary Plat	\$500 + \$5 per Acre	
Final Plat	\$500 + \$5 per Acre	
Replat (P&Z and CC)	\$500 + \$10 per Acre	
Amended / Replat (Administratively)	\$ 500.00	
P&Z - Specific Use Permit	\$ 750.00	
PD Planned Development - Conceptual and Development Plan (each)	\$1500 + \$10 per Acre	
Other Items Not Specified	\$ 50.00	
Public Works Inspection Fee	4% of Cost of Construction	
Floodplain Development Fee	\$150.00	
Subdivision Variance Request	\$200.00	

CITY OF SAGINAW FEE SCHEDULE

Water Tap Fees		
	Developer/Owner Installed Tap Fees	
	Meter and Set only	City Installed Tap Fees Inside City Limits
3/4" water tap, meter (electronically read)	\$ 445.00	Cost + 15%
1" water tap, meter (electronically read)	\$ 555.00	Cost + 15%
All water taps larger than 1"	Cost +15%	Cost + 15%
All services listed above provided outside the City Limits shall be twice the normal charge.		
Payment shall be made in full to the City prior to any connection or tap being made.		
Sewer Tap Fees		
	Developer/Owner Installed Tap Fees - Tie On Only	City Installed Tap Fees Inside City Limits
4" sewer tap	\$ 225.00	Cost +15%
6" sewer tap	\$ 350.00	Cost +15%
4' dia manhole (up to 6' depth)		Cost +15%
Cost per vertical foot of manhole depth over 6'		Cost +15%
All sewer services larger than 6" will be cost plus 15%		Cost +15%
All services listed above provided outside the City Limits shall be at twice the normal charge.		
Payment shall be made in full to the City prior to any connection or tap being made.		
Municipal Drainage Utility System Fees		
Single Family Residential	\$ 5.00	per unit per month
Multi-Family Residential	\$ 5.00	per unit per month
Commercial/Industrial	\$ 3.31	per unit per month

CITY OF SAGINAW FEE SCHEDULE

Impact Fees		
	WATER	WASTEWATER
Meter Size/Type		
3/4 Inch Displacement	\$ -	\$ -
1 Inch Displacement	\$ -	\$ -
1-1/2 Inch Displacement	\$ -	\$ -
2 Inch Displacement	\$ -	\$ -
2 Inch Compound	\$ -	\$ -
2 Inch Turbine	\$ -	\$ -
3 Inch Compound	\$ -	\$ -
3 Inch Turbine	\$ -	\$ -
4 Inch Compound	\$ -	\$ -
4 Inch Turbine	\$ -	\$ -
6 Inch Compound	\$ -	\$ -
6 Inch Turbine	\$ -	\$ -
8 Inch Compound	\$ -	\$ -
8 Inch Turbine	\$ -	\$ -
10 Inch Compound	\$ -	\$ -
10 Inch Turbine	\$ -	\$ -

CITY OF SAGINAW FEE SCHEDULE

RECREATION & COMMUNITY SERVICES		
<i>Recreation Center</i>		
Saginaw Residents		
Daily Fee	\$ 5.00	Non-membership, all ages
Adult Membership (ages 16-54)	\$ 50.00	per year
Youth Membership (ages 15&under)	\$ 40.00	per year
Senior Adult Membership (ages 55-64)	\$ 10.00	per year
Super Senior Adult Membership (65+)	FREE	
Family Membership (Family of Four)	\$ 160.00	per year
Addn Family Member (Adult)	\$ 40.00	per year
Addn Family Member (Youth)	\$ 30.00	per year
Non-Residents		
Daily Fee	\$ 10.00	Non-membership, all ages
Adult Membership (ages 16-54)	\$ 160.00	per year
Youth Membership (ages 15&under)	\$ 90.00	per year
Senior Adult Membership (ages 55-64)	\$ 50.00	per year
Super Senior Adult Membership (65+)	\$ 30.00	per year
Family Membership (Family of Four)	\$ 440.00	per year
Addn Family Member (Adult)	\$ 100.00	per year
Addn Family Member (Youth)	\$ 65.00	per year
City of Saginaw Employees		
Daily Fee	\$ 5.00	
Employee Membership	FREE	
Family Members		
Adult (ages 16-54)	\$ 50.00	
Youth (ages 15&under)	\$ 40.00	
Senior Adult (ages 55-64)	\$ 10.00	
Super Senior Adult (ages 65+)	FREE	
Family Membership (Family of Four)	\$ 100.00	
Addn Family Member (Adult)	\$ 40.00	
Addn Family Member (Youth)	\$ 30.00	

CITY OF SAGINAW FEE SCHEDULE

Summer Kids Camp		
Registration Fee--Early	\$	50.00
Registration Fee--Late	\$	75.00
Weekly Fee	\$	150.00
Late Camp Payment Fee	\$	25.00
Raquetball Court Reservation Fee		
Reservation Fee for 1 Hour Time Slot (Members Only)	\$	3.00
Aquatic Center		
Saginaw Residents		
Adult Daily Fee (ages 16-54)	\$	5.00
Youth Daily Fee (ages 3-15)	\$	5.00
Infant Daily Fee (ages 2 & under)		FREE
Senior Adult Daily Fee (ages 55-64)	\$	3.00
Super Senior Adult Daily Fee (65+)		FREE
Adult Membership (ages 16-54)	\$	50.00
Youth Membership (ages 3-15)	\$	50.00
Infant Membership (ages 2 & under)		FREE
Senior Adult Membership (ages 55-64)	\$	10.00
Super Senior Adult Membership (65+)		FREE
Family Membership (Family of Four)	\$	175.00
Addn Family Member	\$	30.00
Non-Residents		
Adult Daily Fee (ages 16-54)	\$	10.00
Youth Daily Fee (ages 3-15)	\$	10.00
Infant Daily Fee (ages 2 & under)		FREE
Senior Adult Daily Fee (ages 55-64)	\$	8.00
Super Senior Adult Daily Fee (65+)	\$	8.00
Adult Membership (ages 16-54)	\$	110.00
Youth Membership (ages 3-15)	\$	110.00
Infant Membership (ages 2 & under)		FREE

CITY OF SAGINAW FEE SCHEDULE

Senior Adult Membership (ages 55-64)	\$	50.00	per year
Super Senior Adult Membership (65+)	\$	30.00	
Family Membership (Family of Four)	\$	375.00	
Addn Family Member	\$	90.00	
Combined Recreation Center & Aquatic Center			
SAGINAW RESIDENTS ONLY			
Youth Membership (ages 3-15)	\$	75.00	per year
Adult Membership (ages 16-54)	\$	85.00	per year
Senior Adult Membership (ages 55-64)	\$	25.00	per year
Super Senior Adult Membership (65+)		FREE	
Family Membership (Family of Four)	\$	285.00	per year
Addn Family Member (Adult)	\$	55.00	per year
Addn Family Member (Youth)	\$	40.00	per year
OUTDOOR FACILITIES			
Willow Creek Park			
Large Pavilion	\$	40.00	for 3 hrs reservation fee for Saginaw Resident
	\$	80.00	for 3 hrs reservation fee for Non-Resident
Small Pavilion	\$	30.00	for 3 hrs reservation fee for Saginaw Resident
	\$	60.00	for 3 hrs reservation fee for Non-Resident
Gazebo	\$	30.00	for 3 hrs reservation fee for Saginaw Resident
	\$	60.00	for 3 hrs reservation fee for Non-Resident
North Pavilion	\$	30.00	for 3 hrs reservation fee for Saginaw Resident
	\$	60.00	for 3 hrs reservation fee for Non-Resident
Softball Field	\$	15.00	per hour
Softball Field Lights	\$	50.00	for light key deposit
	\$	30.00	per hour for lights
Saginaw Switchyard			
(South End of Willow Creek Park)			
2 Large Pavilions	\$	150.00	per 3 hours for Saginaw Resident
	\$	300.00	per 3 hours for Non-Resident

CITY OF SAGINAW FEE SCHEDULE

Stage with Rental of Large Pavilions	\$	300.00	per 3 hours (in addition to Pavilions Rental)
Refundable Deposit for all Switchyard Rentals	\$	300.00	Saginaw Resident
	\$	600.00	Non-Resident
			Deposit to be refunded if no damage to stage and pavilions cleaned according to rental agreement
William Houston Park			
Pavilion	\$	40.00	for 3 hrs reservation fee for Saginaw Resident
	\$	80.00	for 3 hrs reservation fee for Non-Resident
Highland Station Park			
Pavilion	\$	40.00	for 3 hrs reservation fee for Saginaw Resident
	\$	80.00	for 3 hrs reservation fee for Non-Resident
Aquatic Center			
Daycare Reservation Fees	\$	4.00	per person for Saginaw Daycares
	\$	8.00	per person for Non-Saginaw Daycares
Green Pavilion (during business hours)	\$	40.00	per 2.5 hrs for Saginaw Resident
	\$	80.00	per 2.5 hrs for Non-Resident
	\$	100.00	Deposit per rental
INDOOR FACILITIES			
Recreation Center	\$	100.00	Deposit per rental
	\$	15.00	per hour for Rental Attendant after business hrs only
	\$	25.00	per hour for Rental Attendant on holidays only
	\$	80.00	per hour for 2 Rooms for Saginaw Resident
	\$	90.00	per hour for 2 Rooms for Non-Resident
	\$	100.00	per hour for Full Court Gymnasium for Saginaw Res.
	\$	110.00	per hour for Full Court Gymnasium for Non-Resident
	\$	45.00	per hour for Gym Stage for Resident
	\$	55.00	per hour for Gym Stage for Non-Resident
Community Center	\$	100.00	Refundable Deposit
	\$	15.00	per hour for Rental Attendant after bus. hours only
	\$	25.00	per hour for Rental Attendant on holidays only
	\$	40.00	per hour for Saginaw Resident
	\$	85.00	per hour for Non-Resident

CITY OF SAGINAW FEE SCHEDULE

Water & Sewer Utility Billing		
New Move In Payment in Advance	\$ 100.00	Held until acct is closed, then applied to final bill
New Move In Service Fee	\$ 10.00	
Transfer Fee	\$ 10.00	
Final Account Fee	\$ 10.00	
Returned Check Fee	\$ 25.00	
Past Due Account Penalty-Residential	\$ 5.00	
Past Due Account Penalty-Commercial	10% of Balance	
Past Due Account Cut Off Fee	\$ 25.00	
Reconnection Fee After 5pm	\$ 50.00	
Cut Off Lock Fee	\$ 25.00	
Pulled Meter Fee	\$ 25.00	
Tampering Fee	\$ 100.00	Plus Repair Costs, if applicable
Meter Testing Accuracy Fee	\$ 35.00	If test results show meter is accurate, fee is charged.
		If test results show meter is inaccurate, no fee chgd.
Fire Hydrant Meter Rental	Deposit	
Standard Fire Hydrant Meter	\$ 800.00	
Fire Hydrant with RPZ	\$ 1,400.00	
\$25 per month for use of meter plus charge for water used	Minimum 2,000 gallons billed at double the minimum Commercial Rate	

CITY OF SAGINAW FEE SCHEDULE

TARRANT COUNTY HEALTH DEPARTMENT FOOD PROGRAM FEES		
Food Store		
≤ 5000 sq. ft.	\$	200.00
> 5000 sq. ft.	\$	300.00
Food Service		
≤ 500 sq. ft.	\$	100.00
> 500 ≤ 1500 sq. ft.	\$	150.00
> 1500 ≤ 3000 sq. ft.	\$	200.00
> 3000 ≤ 6000 sq. ft.	\$	250.00
> 6000 sq. ft.	\$	300.00
Child Care Food Service	\$	150.00
Catering Operation	\$	250.00
Food Court	\$	200.00 per establishment
Adjunct Operation		
Food Service	\$	150.00 per independent operation
Food Store ≤ 5000 sq. ft.	\$	150.00 per independent operation
Food Store > 5000 sq. ft.	\$	200.00 per independent operation
Commissary		
No food prep	\$	100.00
With food prep	\$	200.00
Mobile Units		
Prepackaged food only	\$	100.00
Open and/or food prep	\$	200.00
Push Carts	\$	200.00
Plan Review		
≤ 500 sq. ft.	\$	-
> 500 ≤ 3000 sq. ft.	\$	50.00

CITY OF SAGINAW FEE SCHEDULE

> 3000 sq. ft.	\$	100.00
Late Fee		
From 1-30 days		10% of fee owed
From 31-60 days		20% of fee owed
The late fee increases 10% for each 30 day block until permit fee and late fee is paid.		
Permits that are more than 90 days overdue will be void and required to reapply.		
Reinspection Fee		
Required reinspection	\$	75.00
TARRANT COUNTY HEALTH DEPARTMENT SWIMMING POOL, SPA & INTERACTIVE WATER FEATURE FEES		
Plan Review and opening inspection	\$	150.00
Annual Permit	\$	250.00
Required reinspection	\$	75.00

CITY OF SAGINAW FEE SCHEDULE

TRASH		
Residential Trash & Recycle Rate	\$ 12.95	plus tax, per month per residence



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(f)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Joint Election Agreement with Tarrant County for Election Services for May 7, 2022 General Election

BACKGROUND/DISCUSSION:

The proposed agreement and contract with Tarrant County is for election services for the May 7, 2022 General Election. As in prior years, Tarrant County Elections Administration will provide the services, personnel, and equipment for early voting as well as voting on Election Day. Early voting will be held at multiple Vote Centers throughout Tarrant County from April 15th through May 3rd. The local Vote Center for early voting will be the Eagle Mountain-Saginaw ISD Administration Building 6- Training Room (1200 Old Decatur Rd.).

Voting on Election Day will also be held at multiple Vote Centers throughout Tarrant County. The local Vote Centers will be the John Ed Keeter Public Library (355 W. McLeroy Blvd.) and the Eagle Mountain-Saginaw ISD Administration Building 6 - Training Room (1200 Old Decatur Rd.).

A list of all Vote Centers for early voting and Election Day voting is included with the proposed contract.

Note: This agreement and contract also includes election services for a run off election on June 18, 2022, if needed.

FINANCIAL IMPACT:

The total financial impact is estimated to be \$8,687.82 including a deposit of \$6,520.00 due fifteen days after execution of the proposed agreement. A total of \$10,000 is included in the General Administrative Budget (Account 01-5000-02, Election Expenses) for election expenses. (This is an estimate. The actual costs could be higher if a run off election is necessary.)

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Election Agreement 2022

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

ARLINGTON ISD	CITY OF ROANOKE
AZLE ISD	CITY OF SAGINAW
BIRDVILLE ISD	CITY OF WATAUGA
CARROLL ISD	CITY OF WESTWORTH VILLAGE
CITY OF ARLINGTON	CROWLEY ISD
CITY OF AZLE	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF BEDFORD	FORT WORTH ISD
CITY OF COLLEYVILLE	GRAPEVINE-COLLEYVILLE ISD
CITY OF DALWORTHINGTON GARDENS	KELLER ISD
CITY OF EULESS	LEWISVILLE ISD
CITY OF FOREST HILL	MANSFIELD ISD
CITY OF FORT WORTH	NORTHWEST ISD
CITY OF GRAND PRAIRIE	TARRANT COUNTY
CITY OF HALTOM CITY	TOWN OF EDGECLIFF VILLAGE
CITY OF HASLET	TOWN OF FLOWER MOUND
CITY OF KELLER	TOWN OF PANTEGO
CITY OF KENNEDALE	TOWN OF TROPHY CLUB
CITY OF LAKE WORTH	TOWN OF WESTLAKE
CITY OF MANSFIELD	TROPHY CLUB MUD 1
CITY OF RICHLAND HILLS	WHITE SETTLEMENT ISD
CITY OF RIVER OAKS	

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or individually as a "Party".

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 7, 2022 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each Participating Authority listed above plans to hold a general and/or special election on May 7, 2022. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 18, 2022.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as "Entities" or "Participating Authority(ies)", desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County's elections services through the Elections Administrator's office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

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

I. ADMINISTRATION

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

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

Each Participating Authority agrees to adopt the Verity Voting System v. 2.5, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

If polling places for the May 7, 2022 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than May 7, 2022 at the entrance to any

previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 7, 2022 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each Participating Authority shall

be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

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

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

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

VI. EARLY VOTING

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

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

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail, including maintaining and making available the early voting roster information in conformance with Section 87.121 of the Texas Election Code. Upon request of a participating authority, the Early Voting Clerk will promptly make all information contained within the early voting roster available for inspection by the participating authority, including the information maintained under Section 87.121(f). The Participating Authorities understand that, as specified in section 87.121, information on the roster for a person to whom an early voting mail ballot has been sent is not available for public inspection, except to the voter seeking to verify that the information pertaining to the voter is accurate, until the first business day after election day.

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

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

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

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

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

X. RUNOFF ELECTIONS

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

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

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 7, 2022 election.

Each Participating Authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 18, 2022.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

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

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

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

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

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Elections Administrator for the election and the runoff election is shown below and in section XII of this Agreement. This cost estimate shall serve as the cost schedule agreed upon by the contracting Parties, as referenced in Section 31.093(a), Texas Election Code.

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

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

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each Participating Authority under the terms of this Agreement is listed below. Each Participating Authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each Participating Authority's obligation under the terms of this Agreement shall be calculated after the May 7, 2022 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

The total estimated obligation and required deposit for each Participating Authority under the terms of this Agreement shall be as follows:

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ARLINGTON ISD	31	9.92	\$ 76,816.32	\$ 57,620.00
AZLE ISD	2	0.58	\$ 7,573.47	\$ 5,690.00
BIRDVILLE ISD	3	0.92	\$ 16,392.61	\$ 12,300.00
CARROLL ISD	3	0.83	\$ 6,703.92	\$ 5,030.00
CITY OF ARLINGTON	33	10.20	\$ 78,097.24	\$ 58,580.00
CITY OF AZLE	1	0.33	\$ 6,546.21	\$ 4,910.00
CITY OF BEDFORD	1	0.50	\$ 9,778.06	\$ 7,340.00
CITY OF COLLEYVILLE	1	0.33	\$ 6,406.88	\$ 4,810.00
CITY OF DALWORTHINGTON GARDENS	1	0.33	\$ 4,348.37	\$ 3,270.00
CITY OF EULESS	3	1.08	\$ 12,296.93	\$ 9,230.00
CITY OF FOREST HILL	1	0.33	\$ 6,546.21	\$ 4,910.00
CITY OF FORT WORTH	109	34.05	\$ 229,026.93	\$ 171,780.00
CITY OF GRAND PRAIRIE	4	1.17	\$ 10,283.92	\$ 7,720.00
CITY OF HALTOM CITY	1	0.33	\$ 13,734.42	\$ 10,310.00
CITY OF HASLET	1	0.25	\$ 6,151.54	\$ 4,620.00
CITY OF KELLER	3	0.92	\$ 9,256.65	\$ 6,950.00
CITY OF KENNEDALE	2	0.45	\$ 9,436.76	\$ 7,080.00
CITY OF LAKE WORTH	1	0.20	\$ 8,357.25	\$ 6,270.00
CITY OF MANSFIELD	6	1.75	\$ 17,670.39	\$ 13,260.00
CITY OF RICHLAND HILLS	1	0.33	\$ 8,988.72	\$ 6,750.00
CITY OF RIVER OAKS	2	0.83	\$ 10,729.75	\$ 8,050.00
CITY OF ROANOKE	0	0.00	\$ 400.00	\$ 300.00
CITY OF SAGINAW	3	0.83	\$ 8,687.82	\$ 6,520.00
CITY OF WATAUGA	2	0.58	\$ 6,508.96	\$ 4,890.00
CITY OF WESTWORTH VILLAGE	1	0.25	\$ 6,012.21	\$ 4,510.00
CROWLEY ISD	11	3.12	\$ 26,927.88	\$ 20,200.00
EAGLE MOUNTAIN-SAGINAW ISD	8	2.20	\$ 14,777.25	\$ 11,090.00
FORT WORTH ISD	89	28.18	\$ 137,933.41	\$ 103,460.00
GRAPEVINE-COLLEYVILLE ISD	3	1.08	\$ 13,518.18	\$ 10,140.00
KELLER ISD	10	2.82	\$ 26,905.14	\$ 20,180.00
LEWISVILLE ISD	1	0.13	\$ 4,246.84	\$ 3,190.00
MANSFIELD ISD	11	3.25	\$ 29,450.49	\$ 22,090.00
NORTHWEST ISD	8	1.94	\$ 12,985.12	\$ 9,740.00
TARRANT COUNTY	166	52.96	\$ 515,533.15	\$ 386,650.00
TOWN OF EDGECLIFF VILLAGE	1	0.20	\$ 5,914.74	\$ 4,440.00
TOWN OF FLOWER MOUND	1	0.13	\$ 4,246.84	\$ 3,190.00
TOWN OF PANTEGO	1	0.33	\$ 4,452.87	\$ 3,340.00
TOWN OF TROPHY CLUB	1	0.13	\$ 3,514.08	\$ 2,640.00
TOWN OF WESTLAKE	3	0.53	\$ 5,157.70	\$ 3,870.00
TROPHY CLUB MUD 1	1	0.13	\$ 3,514.08	\$ 2,640.00
WHITE SETTLEMENT ISD	6	1.58	\$ 11,778.31	\$ 8,840.00
TOTALS	537	166	\$ 1,397,607.59	\$ 1,048,400.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIV. RECORDS OF THE ELECTION

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

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

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

XV. RECOUNTS

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

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

XVI. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the Participating Authorities.
2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this Contract prevents any Party from taking appropriate legal action against any other Party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.

4. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any Amendments of this Agreement shall be of no effect unless in writing and signed by all Parties hereto.
9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

[Signature Pages Follow]

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

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

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

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

(Seal)

Signature of Notary

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

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

CITY OF SAGINAW:

Todd Flippo
Mayor

Date_____

The State of Texas §
County of Tarrant §

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

(Seal)

Signature of Notary

Joint General and Special Elections - May 7, 2022

7:00 am - 7:00 pm

Elecciones Generales Conjuntas y Especiales - 7 de mayo de 2022

Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt 7 Tháng 5, 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Myrtice and Curtis Larson Elementary School	Library	2620 Avenue K	Grand Prairie, TX 75050
Asia Times Square	Hallway	2625 West Pioneer Parkway	Grand Prairie, TX 75051
James Starrett Elementary School	Main Hall	2675 Fairmont Drive	Grand Prairie, TX 75052
Anna May Daulton Elementary School	Library	2607 North Grand Peninsula Drive	Grand Prairie, TX 75054
Kenneth Davis Elementary School	Library	900 Eden Road	Arlington, TX 76001
R. F. Patterson Elementary School	Lobby	6621 Kelly Elliott Road	Arlington, TX 76001
Janet Brockett Elementary School	Cafeteria	810 Dove Meadows Drive	Arlington, TX 76002
MISD Student Nutrition Department	Auditorium	1151 Mansfield Webb Road	Arlington, TX 76002
Dora E. Nichols Junior High School	Fine Arts Hallway	2201 Ascension Boulevard	Arlington, TX 76006
Elsie Odum Athletic Center	Upstairs Hallway	1601 Northeast Green Oaks Boulevard	Arlington, TX 76006
Sherrod Elementary School	Gym	2626 Lincoln Drive	Arlington, TX 76006
Arlington ISD Dan Dipert Career & Technical Center	Seminar Rooms 1 & 2	2101 Browning Drive	Arlington, TX 76010
Meadowbrook Recreation Center	Large Meeting Room	1400 Dugan Street	Arlington, TX 76010
Tarrant County Sub-Courthouse in Arlington	1st Floor Meeting Space	700 East Abram Street	Arlington, TX 76010
John Webb Elementary School	Hallway in Front of Library	1200 North Cooper Street	Arlington, TX 76011
Berta May Pope Elementary School	Gym	901 Chestnut Drive	Arlington, TX 76012
Shackelford Junior High School	Library	2000 North Fielder Road	Arlington, TX 76012
Bailey Junior High School	Main Entrance & Hallway	2411 Winewood Lane	Arlington, TX 76013
C. C. Duff Elementary School	Front Hallway Foyer	3100 Lynnwood Drive	Arlington, TX 76013
South Davis Elementary School	Library Hallway	2001 South Davis Drive	Arlington, TX 76013
Town of Pantego Council Chambers	Council Chambers	1614 South Bowen Road	Pantego, TX 76013
Atherton Elementary School	Stem Lab	2101 Overbrook Drive	Arlington, TX 76014
Bob Duncan Center	Music Room	2800 South Center Street	Arlington, TX 76014
Advent Lutheran Church	Luther Hall / Multi-Purpose Room	3232 South Cooper Street	Arlington, TX 76015
Charles W. Young Junior High School	North Gym	3200 Woodside Drive	Arlington, TX 76016
Miller Elementary School	Gym	6401 West Pleasant Ridge Road	Arlington, TX 76016
Ruth Ditto Elementary School	Cafeteria	3001 Quail Lane	Arlington, TX 76016
Dalworthington Gardens City Hall	City Hall Council Chambers	2600 Roosevelt Drive	Dalworthington Gardens, TX 76016
City of Arlington South Service Center	Training Room	1100 Southwest Green Oaks Boulevard	Arlington, TX 76017

Joint General and Special Elections - May 7, 2022
7:00 am - 7:00 pm
Elecciones Generales Conjuntas y Especiales - 7 de mayo de 2022
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt 7 Tháng 5, 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Corey Academy	Front Lobby / Cafeteria	5200 Kelly Elliott Road	Arlington, TX 76017
Truett Boles Junior High School	Gym A (Southeast)	3900 Southwest Green Oaks Boulevard	Arlington, TX 76017
Ferguson Education Center	Main Foyer	600 Southeast Green Oaks Boulevard	Arlington, TX 76018
Fitzgerald Elementary School	Front Foyer	5201 Creek Valley Drive	Arlington, TX 76018
L. R. Bebensee Elementary School	Main Entrance Hallway	5900 Inks Lake Drive	Arlington, TX 76018
Hornet Academy	Classroom	1010 Boyd Road	Azle, TX 76020
Pat May Center	Blair Room	1849-B Central Drive	Bedford, TX 76022
Precinct One Garage	Large Meeting Room	800 East Rendon Crowley Road	Burleson, TX 76028
Tarver Rendon Elementary School	Cafeteria / Hallway	6065 Retta Mansfield Road	Burleson, TX 76028
Colleyville Public Library	2nd Floor	110 Main Street	Colleyville, TX 76034
Crowley 9th Grade Campus	Library	1016 FM 1187	Crowley, TX 76036
Eules Family Life Senior Center	Arts & Crafts Room	300 West Midway Drive	Eules, TX 76039
St. John Missionary Baptist Church	Family Center	3324 House Anderson Road	Eules, TX 76040
The REC of Grapevine	Active Adults Hallway	1175 Municipal Way	Grapevine, TX 76051
Legacy Learning Center Northwest ISD	L 112 - L 113	501 School House Road	Haslet, TX 76052
Sendera Ranch Elementary School	Gym	1216 Diamondback Lane	Haslet, TX 76052
Kennedale Community Center	Community Center	316 West 3rd Street	Kennedale, TX 76060
Donna Shepard Leadership Academy	Gym 1	1280 FM Road 1187	Mansfield, TX 76063
J. L. Boren Elementary School	Campus Library	1401 Country Club Drive	Mansfield, TX 76063
Mansfield Sub-Courthouse	1st Floor Meeting Room	1100 East Broad Street	Mansfield, TX 76063
Vernon Newsom Stadium	Community Room	3700 East Broad Street	Mansfield, TX 76063
Southlake Town Hall	3rd Floor Training Rooms 3A - 3D	1400 Main Street	Southlake, TX 76092
Greenway Church	Lobby / Hallway	1816 Delga Street	Fort Worth, TX 76102
Tarrant County Plaza Building	Conference Room	201 Burnett Street	Fort Worth, TX 76102
Trinity Terrace	Chisholm Room	1600 Texas Street	Fort Worth, TX 76102
Christ Cathedral Church	Event Center	3201 Purington Avenue	Fort Worth, TX 76103
Sagamore Hill Elementary School	Library & Computer Lab	701 South Hughes Avenue	Fort Worth, TX 76103
Victory Temple Worship Center	Fellowship Hall	2001 Oakland Boulevard	Fort Worth, TX 76103
Carroll Peak Elementary School	Cafeteria	1201 East Jefferson Avenue	Fort Worth, TX 76104

Joint General and Special Elections - May 7, 2022
7:00 am - 7:00 pm
Elecciones Generales Conjuntas y Especiales - 7 de mayo de 2022
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt 7 Tháng 5, 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Community Christian Church Education Building	Cafeteria	1720 Vickery Boulevard East	Fort Worth, TX 76104
Fire Station Community Center	West Side Gym	1601 Lipscomb Street	Fort Worth, TX 76104
Morningside Elementary School	Auditorium	2601 Evans Avenue	Fort Worth, TX 76104
Southside Community Center	Hazel B	959 East Rosedale Street	Fort Worth, TX 76104
Van Zandt-Guinn Elementary School	Cafeteria	600 Kentucky Avenue	Fort Worth, TX 76104
D. McRae Elementary School	Science Lab	3316 Avenue N	Fort Worth, TX 76105
S. S. Dillow Elementary School	Auditorium	4000 Avenue N	Fort Worth, TX 76105
Sycamore Recreation Center	Multi-Purpose Room	2525 East Rosedale Street	Fort Worth, TX 76105
William M. McDonald YMCA	Studio B	2701 Moresby Street	Fort Worth, TX 76105
Diamond Hill/Jarvis Branch Library	Meeting Room	1300 Northeast 35th Street	Fort Worth, TX 76106
Iglesia Palabra de Amor	Dining Area	3402 Northwest 28th Street	Fort Worth, TX 76106
Como Community Center	Lobby	4660 Horne Street	Fort Worth, TX 76107
International Newcomer Academy	Gym	3813 Valentine Street	Fort Worth, TX 76107
Jo Kelly School	Gym	201 North Bailey Avenue	Fort Worth, TX 76107
North Hi Mount Elementary School	Gym	3801 West 7th Street	Fort Worth, TX 76107
Blue Haze Elementary School	Multi-Purpose Room	601 Blue Haze Drive	Fort Worth, TX 76108
Brewer High School	East Hallway	1025 West Loop 820 North	Fort Worth, TX 76108
White Settlement ISD Administration Building	Board Room	401 South Cherry Lane	Fort Worth, TX 76108
McLean 6th Grade School	Auditorium	3201 South Hills Avenue	Fort Worth, TX 76109
Southcliff Baptist Church	Main Building Concourse	4100 Southwest Loop 820	Fort Worth, TX 76109
Southwest Regional Library	Meeting Room	4001 Library Lane	Fort Worth, TX 76109
Tanglewood Elementary School	Cafeteria	3060 Overton Park Drive West	Fort Worth, TX 76109
E. M. Daggett Elementary School	Gym	958 Page Avenue	Fort Worth, TX 76110
George C. Clarke Elementary School	Cafeteria	3300 South Henderson Street	Fort Worth, TX 76110
Lily B. Clayton Elementary School	Cafeteria	2000 Park Place Avenue	Fort Worth, TX 76110
R. L. Paschal High School	Lobby in Gus Bate Gym	2911 Forest Park Boulevard	Fort Worth, TX 76110
Richard J. Wilson Elementary School	Gym	900 West Fogg Street	Fort Worth, TX 76110
Victory Forest Community Center	Gym or Dance Room	3427 Hemphill Street	Fort Worth, TX 76110
Worth Heights Community Center	Activity Room 4	3551 New York Avenue	Fort Worth, TX 76110

Joint General and Special Elections - May 7, 2022
7:00 am - 7:00 pm
Elecciones Generales Conjuntas y Especiales - 7 de mayo de 2022
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt 7 Tháng 5, 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Worth Heights Elementary School	Library	519 East Butler Street	Fort Worth, TX 76110
Andrew "Doc" Session Community Center	Activity Room	201 South Sylvania Avenue	Fort Worth, TX 76111
Oakhurst Elementary School	Gym	2700 Yucca Avenue	Fort Worth, TX 76111
Riverside Applied Learning Center	Gym	3600 Fossil Drive	Fort Worth, TX 76111
Riverside Community Center	Community Room	3700 East Belknap Street	Fort Worth, TX 76111
Springdale Elementary School	Auditorium	3207 Hollis Street	Fort Worth, TX 76111
Versia L. Williams Elementary School	Library	901 Baurline Street	Fort Worth, TX 76111
Atwood McDonald Elementary School	Gym	1850 Barron Lane	Fort Worth, TX 76112
East Regional Library	Meeting Room	6301 Bridge Street	Fort Worth, TX 76112
Eastern Hills High School	Front Lobby	5701 Shelton Street	Fort Worth, TX 76112
First Jefferson Unitarian Universalist Church	Fellowship Hall	1959 Sandy Lane	Fort Worth, TX 76112
Handley-Meadowbrook Community Center	Multi-Purpose # 2	6201 Beaty Street	Fort Worth, TX 76112
Legacy Fellowship Church	Fellowship Hall	5320 Norma Street	Fort Worth, TX 76112
Martin Luther King Community Center	Activity Room	5565 Truman Drive	Fort Worth, TX 76112
Paul Laurence Dunbar High School	Front Foyer	5700 Ramey Avenue	Fort Worth, TX 76112
St. Matthew United Methodist Church	Fellowship Hall	2414 Hitson Lane	Fort Worth, TX 76112
River Oaks Annex	Open Area	4900 River Oaks Boulevard	River Oaks, TX 76114
River Oaks United Methodist Church	Fellowship Hall	4800 Ohio Garden Road	River Oaks, TX 76114
Westworth Village City Hall	Community Room	311 Burton Hill Road	Westworth Village, TX 76114
Carter Park Elementary School	Auditorium	1204 East Broadus Avenue	Fort Worth, TX 76115
El Buen Pastor Baptist Church	Childrens Worship Center North Building	4800 Merida Avenue	Fort Worth, TX 76115
Hubbard Heights Elementary School	Auditorium	1333 West Spurgeon Street	Fort Worth, TX 76115
James Avenue Service Center	Breakroom	5001 James Avenue	Fort Worth, TX 76115
Agape Baptist Church	Fellowship Hall	3900 Southwest Boulevard	Fort Worth, TX 76116
Country Inn & Suites	Meeting Room	2730 South Cherry Lane	Fort Worth, TX 76116
Harvest United Methodist Church	Fellowship Hall	6036 Locke Avenue	Fort Worth, TX 76116
R. D. Evans Community Center	Northside Multi-Purpose Room	3242 Lackland Road	Fort Worth, TX 76116
Haltom City Senior Center	Classroom in NE Corner of Building	3201 Friendly Lane	Haltom City, TX 76117
First Baptist Hurst at the Trails	Gym	9208 Trammel Davis Road	Fort Worth, TX 76118

Joint General and Special Elections - May 7, 2022
7:00 am - 7:00 pm
Elecciones Generales Conjuntas y Especiales - 7 de mayo de 2022
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt 7 Tháng 5, 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Richland Hills City Hall	Council Chambers	3200 Diana Drive	Richland Hills, TX 76118
A. M. Pate Elementary School	Foyer on Virgil Street	3800 Anglin Drive	Fort Worth, TX 76119
Beth Eden Missionary Baptist Church	Gym / Fellowship Hall	3208 Wilbarger Street	Fort Worth, TX 76119
Bradley Center	Main Room	2601 Timberline Drive	Fort Worth, TX 76119
Glen Park Elementary School	Gym	3601 Pecos Street	Fort Worth, TX 76119
Griffin-Poly Sub-Courthouse	Early Voting Room	3212 Miller Avenue	Fort Worth, TX 76119
Sunrise-McMillian Elementary School	Gym	3409 Stalcup Road	Fort Worth, TX 76119
W. M. Green Elementary School	Gym	4612 David Strickland Road	Fort Worth, TX 76119
Central Bible Church - The Connection	Lobby	8200 Anderson Boulevard	Fort Worth, TX 76120
Meadowcreek Elementary School	Gym	2801 Country Creek Lane	Fort Worth, TX 76123
City of Blue Mound City Hall	City Council Room	301 South Blue Mound Road	Blue Mound, TX 76131
Chisholm Ridge Elementary School	Hallway	8301 Running River Lane	Fort Worth, TX 76131
Northbrook Elementary School	Gym	2500 Cantrell Sansom Road	Fort Worth, TX 76131
Sonny and Allegra Nance Elementary School	Cafeteria	701 Tierra Vista Way	Fort Worth, TX 76131
Hyatt Place Fort Worth / Cityview	Lobby Meeting Room	5900 Cityview Boulevard	Fort Worth, TX 76132
Oakmont Elementary School	Cafeteria	6651 Oakmont Trail	Fort Worth, TX 76132
Bruce Shulkey Elementary School	Auditorium	5533 Whitman Avenue	Fort Worth, TX 76133
Fort Worth Education Association	Conference Room	6021 Westcreek Drive	Fort Worth, TX 76133
Genesis United Methodist Church	Commons Area	7635 South Hulen Street	Fort Worth, TX 76133
Southwest Sub-Courthouse	Voting & Community Center	6551 Granbury Road	Fort Worth, TX 76133
St. Matthew's Lutheran Church	Fellowship Hall	5709 Wedgwood Drive	Fort Worth, TX 76133
Trinity Cumberland Presbyterian Church	Fellowship Hall	7120 West Cleburne Road	Fort Worth, TX 76133
Westminster Presbyterian Church	Fellowship Hall	7001 Trail Lake Drive	Fort Worth, TX 76133
Edgecliff Village Community Center	Community Center	1605 Edgecliff Road	Edgecliff Village, TX 76134
Greenbriar Elementary School	Cafeteria	1605 Grady Lee Street	Fort Worth, TX 76134
Highland Hills Community Center	Multi-Purpose Room	1600 Glasgow Road	Fort Worth, TX 76134
New Hope Fellowship	Fellowship Hall	6410 South Freeway	Fort Worth, TX 76134
Parkway Elementary School	Cafeteria	1320 West Everman Parkway	Fort Worth, TX 76134
St. Luke Cumberland Presbyterian Church	Family Life Center / Gym	1404 Sycamore School Road	Fort Worth, TX 76134

Joint General and Special Elections - May 7, 2022
7:00 am - 7:00 pm
Elecciones Generales Conjuntas y Especiales - 7 de mayo de 2022
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt 7 Tháng 5, 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Sheriff's Office North Patrol Division	Community Room	6651 Lake Worth Boulevard	Lake Worth, TX 76135
Bluebonnet Elementary School	Gym	7000 Teal Drive	Fort Worth, TX 76137
Hillwood Middle School	Door 2 - Main Gym Hallway	8250 Parkwood Hill Boulevard	Fort Worth, TX 76137
Summerglen Branch Library	Meeting Room	4205 Basswood Boulevard	Fort Worth, TX 76137
Forest Hill Civic & Convention Center	Room 101	6901 Wichita Street	Forest Hill, TX 76140
Watauga City Hall	Lobby	7105 Whitley Road	Watauga, TX 76148
Candlewood Suites Hotel	Blue Lounge or Gold Room	4200 Reggis Court	Fort Worth, TX 76155
J. P. Elder Middle School	Library	709 Northwest 21st Street	Fort Worth, TX 76164
M. G. Ellis Early Childhood School	Gym	215 Northeast 14th Street	Fort Worth, TX 76164
Rufino E. Mendoza, Sr. Elementary School	Gym	1412 Denver Avenue	Fort Worth, TX 76164
Eagle Mountain Elementary School	Cafeteria	9700 Morris Dido Newark Road	Fort Worth, TX 76179
Eagle Mountain-Saginaw ISD, Building 6	Building # 6 Training Room	1200 North Old Decatur Road	Fort Worth, TX 76179
Northwest Branch Library	Meeting Room	6228 Crystal Lake Drive	Fort Worth, TX 76179
John Ed Keeter Public Library	Back Seating Area	355 West McLeroy Boulevard	Saginaw, TX 76179
Northpark YMCA	Multi-Purpose Room	9100 North Beach Street	Fort Worth, TX 76244
Woodland Springs Elementary School	Lobby	12120 Woodland Springs Drive	Fort Worth, TX 76244
Bear Creek Intermediate School	Small Gym	801 Bear Creek Parkway	Keller, TX 76248
Shady Grove Elementary School	Gym	1400 Sarah Brooks Drive	Keller, TX 76248
John M. Tidwell Middle School	Practice Gym	3937 Haslet-Roanoke Road	Roanoke, TX 76262
Trophy Club Town Hall	EOC Room	1 Trophy Wood Drive	Trophy Club, TX 76262
Town of Westlake	Council Chambers	1500 Solana Boulevard, Building 7, Suite 7100	Westlake, TX 76262

TARRANT COUNTY EARLY VOTING
(VOTACION ADELANTADA DEL CONDADO DE TARRANT)
(BẦU CỬ SỚM CỦA QUẬN TARRANT)

MAY 7, 2022
(7 DE MAYO DE 2022)
(NGÀY 7 THÁNG 5, NĂM 2022)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)
(KẾT HỢP TỔNG TUYẾN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

This schedule of early voting locations, dates and times applies to voters in the following cities, towns, schools, library, and water districts: (Este horario de casetas de votación adelantada, sus fechas y tiempos aplican a los votantes en las siguientes ciudades, pueblos, escuelas, bibliotecas y distritos de la agua) (Đây là lịch trình của những địa điểm, ngày tháng và thời gian cho bầu cử sớm áp dụng cho các cử tri ở trong những điều sau đây: các thành phố, thị xã, trường học, thư viện và cơ quan thủy cục):
Arlington, Azle, Bedford, Colleyville, Dalworthington Gardens, Edgely Village, Euless, Flower Mound, Forest Hill, Fort Worth, Grand Prairie, Haltom City, Haslet, Keller, Kennedale, Lake Worth, Mansfield, Pantego, Richland Hills, River Oaks, Roanoke, Saginaw, Trophy Club, Watauga, Westlake, Westworth Village, Arlington ISD, Azle ISD, Birdville ISD, Carroll ISD, Crowley ISD, Eagle Mountain-Saginaw ISD, Fort Worth ISD, Grapevine-Colleyville ISD, Keller ISD, Lewisville ISD, Mansfield ISD, Northwest ISD, White Settlement ISD, Trophy Club Mud No.1, and the State of Texas.

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

April (Abril) (Thứ Tư) 25 - 29	Monday - Friday (Lunes - Viernes) (Thứ Hai - Thứ Sáu)	8:00 a.m. - 5:00 p.m.
April (Abril) (Thứ Tư) 30	Saturday (Sábado) (Thứ Bảy)	7:00 a.m. - 7:00 p.m.
May (Mayo) (Thứ Tư) 1	Sunday (Domingo) (Chủ Nhật)	10:00 a.m. - 4:00 p.m.
May (Mayo) (Thứ Tư) 2 - 3	Monday - Tuesday (Lunes - Martes) (Thứ Hai - Thứ Ba)	7:00 a.m. - 7:00 p.m.

	Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington	76013
4	City of Arlington South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus EMB - Portable Building (edificio móvil) (Nhà Di Động) C	2100 Southeast Parkway	Arlington	76018
7	University of Texas at Arlington Maverick Activities Center	500 W Nedderman Drive	Arlington	76019
8	Hornet Academy	1010 Boyd Road	Azle	76020
9	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
10	Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
11	Colleyville Public Library	110 Main Street	Colleyville	76034
12	Crouch Event Center in Bicentennial Park	900 E Glendale Street	Crowley	76036
13	Euless Family Life Senior Center	300 W Midway Drive	Euless	76039
14	Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill	76140
15	Como Community Center	4660 Horne Street	Fort Worth	76107
16	Diamond Hill/Jarvis Branch Library	1300 NE 35 th Street	Fort Worth	76106
17	Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
18	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
19	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
20	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
21	Southwest Regional Library	4001 Library Lane	Fort Worth	76109
22	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
23	Summervlen Branch Library	4205 Basswood Boulevard	Fort Worth	76137
24	Tarrant County Elections Center Main Early Voting Site (Principal sitio de votación adelantada) (Trung Tâm Bầu Cử Sớm)	2700 Premier Street	Fort Worth	76111
25	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
26	The Villages of Woodland Springs Amenity Center	12209 Timberland Boulevard	Fort Worth	76244
27	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
28	Asia Times Square	2625 W Pioneer Parkway	Grand Prairie	75051
29	The REC of Grapevine	1175 Municipal Way	Grapevine	76051
30	Haltom City Library	4809 Haltom Road	Haltom City	76117
31	Haltom City Senior Center	3201 Friendly Lane	Haltom City	76117
32	Legacy Learning Center Northwest ISD	501 School House Road	Haslet	76052
33	Brookside Center	1244 Brookside Drive	Hurst	76053
34	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248

TARRANT COUNTY EARLY VOTING
(VOTACION ADELANTADA DEL CONDADO DE TARRANT)
(BẦU CỬ SỚM CỦA QUẬN TARRANT)

MAY 7, 2022
(7 DE MAYO DE 2022)
(NGÀY 7 THÁNG 5, NĂM 2022)

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

35	Kennedale Community Center	316 W 3rd Street	Kennedale	76060
36	Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
37	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield	76063
38	Vernon Newsom Stadium	3700 E Broad Street	Mansfield	76063
39	North Richland Hills Public Library	9015 Grand Avenue	N Richland Hills	76180
40	Saint Paul Presbyterian Church	4517 Rufe Snow Drive	N Richland Hills	76180
41	River Oaks Annex <i>Old Library Building</i>	4900 River Oaks Boulevard	River Oaks	76114
42	Eagle Mountain-Saginaw ISD, Building 6 <i>Building (Edificio) (Căn số) 6 – Training Room (Sala de entrenamiento) (Phòng Tập Luyện)</i>	1200 N Old Decatur Road	Saginaw	76179
43	Southlake Town Hall	1400 Main Street	Southlake	76092
44	White Settlement ISD Administration Building	401 South Cherry Lane	White Settlement	76108

Application for a Ballot by Mail may be downloaded from our website: elections.tarrantcounty.com/ballotbymail
(Solicitud para Boleta por Correo se puede descargar de nuestro sitio web): elections.tarrantcounty.com/ballotbymail
(Có thể tải Đơn xin lá Phiếu Bầu qua Thư trên trang mạng của chúng tôi): elections.tarrantcounty.com/ballotbymail

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

Applications for a Ballot by Mail must be submitted between January 1, 2022 and April 26, 2022 by mail, fax or email to:

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

(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 1 de Enero de 2022 y 26 de Abril de 2022 por correo, fax o por correo electrónico a:

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

(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2022 và Ngày 26 Tháng 4, Năm 2022 bằng thư, fax hoặc email đến:

Lưu ý: có hiệu lực từ ngày 1 tháng 12 năm 2017 - Nếu Đơn Xin Lá Phiếu bầu qua thư được gửi bằng fax hoặc e-mail, đơn xin bản gốc cũng phải được gửi bằng thư đến và nhận bởi Thư Ký Phụ Trách Bỏ Phiếu Sớm không muộn hơn ngày làm việc thứ tư kể từ ngày nhận được bản sao từ fax hoặc e-mail.)

Early Voting Clerk (Secretario De Votación Adelantada) (Nhân Viên Phụ Trách Bỏ Phiếu Sớm)
PO Box 961011
Fort Worth TX 76161-0011
Fax: 817-850-2344
Email: votebymail@tarrantcounty.com



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Pedro Zambrano
Communications Manager

Agenda Items: (4)(g)

E-mail: pzambrano@saginawtx.org

Phone: 817-230-0336

SUBJECT:

Action regarding Authorization of use of Parks Donation Funds for the 2022 4th of July Celebration.

BACKGROUND/DISCUSSION:

For the last several years the Park Advisory Board has hosted the fireworks display to celebrate Independence Day. This year, the Parks Advisory Board recommended staff research both a parade and a celebration portion to complement the fireworks display. After the Parks Advisory Board decided to no longer plan a parade, city staff researched vendors to potentially use for the 2022 4th of July Celebration.

The Parks Advisory Board voted to recommend a budget not to exceed \$8,500 to use towards music and activities for residents and visitors.

Funding for the 4th of July Celebration is paid through the Parks Donation Fund.

FINANCIAL IMPACT:

The financial impact is \$8,500. Funds are available in the Parks Donation Fund.

RECOMMENDATION:

The Parks Advisory Board recommended to the City Council to authorize the use of funds from the Parks Donations Fund for the 2022 4th of July Celebration not to exceed \$8,500.

ATTACHMENTS:

Description

Parks Funds 3-1-2022

2022 4th of July Celebration Cost Breakdown

Park Fund

Beginning Balance:

2/1/2022

\$140,845.48

Donations Added:		
	February 2022	\$5,372.16
Total		\$5,372.16

Less Expenditures:		
	Update Park Master Plan	\$3,200.00
	2022 4th of July Fireworks	\$8,625.00
	Verteran Memorial Brick	\$20.00
Total Expenditures		\$11,845.00

Ending Balance:

2/28/2022

\$134,372.64

Less Pending Expenditures :		
	Update Park Master Plan (Balance)	\$3,700.00
	2022 4th of July Fireworks	\$8,625.00
Total Pending Ependitures		\$12,325.00

Estimated Available Funds

3/1/2022

\$122,047.64



SAGINAW TEXAS

MEMORANDUM

To: Parks Advisory Board
From: Pedro Zambrano, Communications Manager
Date: March 21, 2022
Subject: 4th of July Celebration 2022 (July 2, 2022) Update

After the Board recommended to cancel the parade and focus on the celebration, city staff researched and started receiving quotes from vendors for the 4th of July Celebration.

Below is the total cost and breakdown for the 4th of July Celebration:

Type of Expense	Vendor Name	Invoice/Quote Amount	Notes
Fireworks--Deposit	Pyro Shows of Texas, Inc.	\$ 8,625.00	Deposit approved by CC
Fireworks	Pyro Shows of Texas, Inc.	\$ 8,625.00	Firework total \$17,250
Firework Total		\$ 17,250.00	
1 Restroom Trailer	Chem Can Services	\$ 1,800.00	
Face Painting	Erica Rosa	\$ 50.00	
Activities	Cowboy Party Rentals	\$ 2,542.95	
DJ/Music	Abe One DJ's	\$ 1,500.00	
Kiddie Ferris Wheel	Amanzi Party Rental	\$ 2,024.00	Booking is not guaranteed (first come basis)
Fans - Carnival Games	Sky High Party Rentals	\$ 522.50	
Activities Total		\$ 8,439.45	
Total Expenses		\$ 25,689.45	

Invoices are attached to this memo outlining the vendors and the type of activities booked for the event. We also need to discuss if the Board is wanting to charge food trucks to sell food at the event.

Cc: Susy Victor-Trevino, Planning Manager
Randy Newsom, Assistant Public Works Director



SKYHIGH
PARTYRENTALS.COM

(281)606-JUMP(5867)

reservations@skyhighpartyrentals.com

(281) 606-5867

Phone Hours Sun-Thu 6a-10p Fri-Sat 6a-12a

Pick up/Return Hours 9am-4pm

3517 Pinemont dr. Houston, TX 77018

Quote 13681

Event Date: Jul 02, 2022 - Jul 03, 2022

Time: 06:00 pm - 08:00 am

Billing Address

Delivery Address

76131

76131

Products

Qty

Price

Proposal Price

Subtotal

24" Portable Misting Fan Rental

3

\$175.00

\$175.00

\$525.00

Subtotal

\$525.00

Discount(winter10)

\$52.50

Delivery

\$50.00

Tax

\$0.00

Grand Total

\$522.50

AMANZI



Amanzi Party Rentals

QUOTE #6012:

Your Quote:

Please Note - This quote is for informational purposes only. **The inventory has not been reserved.** Please place an order online or call our office to reserve this date. Weekends fill up fast so reserve early for best selection. IF THIS QUOTE IS WHAT YOU WANT, PLEASE CLICK ON THIS LINK TO MAKE THIS QUOTE AN ORDER AND COMPLETE YOUR ORDER ([Click here to Complete your Order](#))

1101 Regal Row

austin, TEXAS 78748

972-232-7450

www.amanzipartyrentals.com

Important Information - Please Read Below!

Company:

Name: Pedro Zambrano

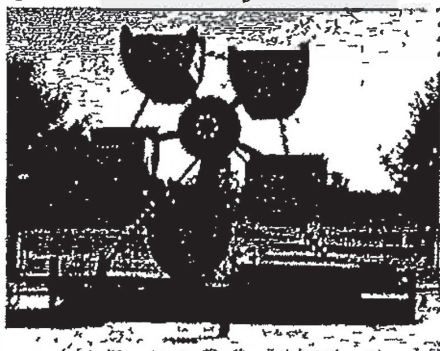
Address:

City: , State: Zip:

Email: pzambrano@saginawtx.org

Mobile: /

Quote Created by: Heather Visser



Ferris wheel

Sat, Jul 2 6:00 - 9:00 pm

\$1,699.00 x 1 = \$1,699.00



I need delivery

Sat, Jul 2 6:00 - 9:00 pm

\$325.00 x 1 = \$325.00

SubTotal	\$2,024.00
Tax: 8.25% \$166.98	\$2,190.98
Total	\$2,190.98
Deposit Required	\$1,095.49
Due	\$2,190.98



abeonedjs.com
8554223563

Entertainment Service Agreement Form

Contact: Pedro Zambrano

Event Date: July 2, 2022
Contract Number: 453539

This contract between Pedro Zambrano hereinafter called "The Purchaser" and Abe One DJ's reflects the terms and conditions set out below. The Purchaser hereby agrees Abe One DJ's will provide services as described herein.

Type Of Event:	Other / Not Listed	Total Fees:	\$1,500.00
Package:	TBD	Booking Fee:	\$750.00
Venue:	Saginaw High School	Balance:	\$750.00
Venue Address:	Saginaw,	Balance Due:	Once setup for your event. Saturday, July 2, 2022
Setup By:	5:00 PM	Additional Services:	
Start Time:	6:00 PM		
End Time:	9:30 PM		

The performer will not be permitted to display, offer or sale cd's tapes, and other items at the Performance. Food and or drink consumption is the sole decision on the purchaser.

The performer will not invite himself for food and or drink unless offered by the purchaser.

A 50% deposit made to William L. Shumate (provider of services) due at the signing of this Agreement to begin the booking process. In some cases, the performer will arrange a payment plan with the purchaser as long as the 50% fee is paid in full 30 days prior to the event.

The Purchaser agrees to pay the Performer the remaining 50% balance by the end of the event. The time of the Performance will be extended under this Agreement at the rate of \$75.00 per each half hour that services are needed and due prior to the overtime period.

The Performer agrees to facilitate all required sound, karaoke and lighting systems will supply the music decided by the Purchaser.

The Performer will make all announcements and introductions from information provided by the Purchaser.

The Purchaser Must keep all equipment from damages from the elements such as but not limited to Rain, Snow, Sleet, hail, Etc. By providing adequate cover for outdoor events such as a tent, canopy, storage building, Etc. If any damages occur due to negligence of purchaser or the guest of the purchaser the purchaser is liable to replace said equipment for the retail price.

The Performer warrants that it represents sufficient personal injury and property damage liability insurance to protect against any harm or damages that may occur as a result of the activities of the Performer in relation to the Performance.

The Purchaser reserves the right to cancel this Agreement without obligation upon notice. All deposit fees collected will not be refundable. Any other guidelines, conditions and or stipulations intended by the Purchaser for the Performer may be noted here:

The Purchaser Agrees to input all information into the Client Portal for the event failure to do so is a breach of contract and can result in cancellation of our services. We will give you a one to two week notice,

I have read the contract including the terms & conditions and will adhere to it in detail.

Signed (Client):
Email Address (Client):
Date:
Phone:

Time:
IP Address

Abe One DJ's
Signed

Date:

Time:

Invoice/Receipt #40942



Cowboy Party Rentals

6781 Exchange Dr **Important Information - Please Read Below!**

Mansfield, TX 76063

682-422-6850

Cowboy Party Rentals

07/02/2022 06:00pm, 07/02/2022 09:00pm

Pedro Zambrano

800 North Blue Mound Rd

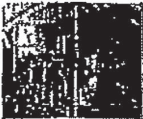
Saginaw, TX 76131

pzambrano@saginawtx.org

817-230-0336/

Order Created by: Ashley Elkins

Customer Comments:

Sat, Jul 2 6:00 - 9:00 pm		
	Rock Climbing Wall Rental	\$1,062.50 x 1 = \$1,062.50
	Dunk Tank Rental	\$312.50 x 1 = \$312.50
	Dry 15 Ft Green Monster Slide Rental	\$311.25 x 1 = \$311.25
	Mickey Mouse Toddler Unit	\$298.75 x 1 = \$298.75



30 ft Toxic Obstacle Course

\$336.25 x 1 = \$336.25

SubTotal		\$2,321.25
Damage Waiver - Yes	\$185.70	\$2,506.95
Free Delivery : 0	\$0.00	\$2,506.95
Setup Surface Fee	\$36.00	\$2,542.95
Tax: 0%	\$0.00	\$2,542.95

Total \$2,542.95

Min Payment Req'd \$890.03

Due \$2,542.95

[Click here to view contract](#)

[Click here to Read and Sign your Contract](#)

To Pay your Final/Remaining Balance (if a final balance is due), Save this Receipt and CLICK BELOW:

[\(Click here to View and/or Pay your Balance\)](#)

A few tips and reminders: (PLEASE READ BELOW)

- 1) We accept cash and most credit cards. If paying with cash, please note that our drivers don't carry change. Payment is due at time of set up. Due to the number of returned checks we no longer accept checks as a form of payment (unless it is a business check-please make prior arrangements with office).
- 2) Please call our office if you have stairs or a tiered backyard, so we can discuss setup options.
- 3) We can set up inflatables on most surfaces but not rocks or sticker patches of any kind. Please call us if you are unsure.
- 4) All inflatable units MUST be staked in the ground for safety.
- 5) We will text you the day before your event with a set up time (we sometimes have to arrive very early to get all of the jumps out on time but we do not charge for the extra time)
- 6) Please call as early as possible if you need to cancel for weather or any other reason. Once we've set up, we do not give refunds for any reason including weather. Please see the FAQ and Policies pages on our web site.
- 7) If your event will be at a park. Please tell us. It affects our scheduling and your pricing. You will need to either provide electricity within 50 feet or rent a generator which we can provide at an additional cost.
- 8) Tent, table, and chair orders may be delivered the day prior to the actual event. This will give you ample time to get everything set up to ensure that your event goes smoothly!

We want your party to go as smoothly as possible. Please call if you have any questions. Thanks!



INVOICE

Attention: City of Saginaw TX

Project Description: Face Painting

Invoice Number: 1286

02/27/2022

Description	Quantity	Unit Price	Cost
Face painting Time/supplies			\$50.00
			\$0.00
			\$0.00
		Subtotal	\$50.00
			\$0.00
		Total	\$50.00

Thank you for your business, it's a pleasure working with you.

Sincerely yours,

Erica Rosa (WallSpeak Designs)

www.wallspeakdesigns.com



Luxury Restroom Rentals
Chem Can Services
3032 Wichita Ct
Fort Worth, TX 76140
817-568-2333
patrick@chemcans.com

Lease Agreement

2/28/2022

City of Saginaw
800 Blue Mound Rd
Fort Worth, TX 76131

Luxury Restroom Rentals ("Lessor") hereby leases to The City Of Saginaw ("Lessee") the following portable restroom trailer ("unit") along with the following Services:

Unit	Luxury 8	\$1,500.00
Delivery, Set Up, Pick Up		\$300.00
Sales Tax		\$0.00
Total		\$1,800.00

Pedro 817-232-4640

Delivery Date	7/1/2022	Pick Up Date	7/3/2022
Delivery Location	Same as Above		

Lessee agrees to pay Lessor for any damage to Unit or for any lost or stolen items from Unit while in Lessee's possession, not including ordinary wear and tear. Lessee agrees not to remove Unit from the Delivery Location. Lessee will not sub-lease Unit. Lessee agrees to order sufficient service so as not to over-tax the Unit's designed capacity. Lessee's responsibility for Unit continues until Unit is picked up by Lessor. Lessee will pay for cleaning any excessively dirty Unit. Returned checks will be charged a \$35 fee. Lessor's drivers will not be required to deliver Unit to a location which may result in injury or damage to Unit, person, other property or vehicle. Drivers are not permitted to leave apparent driveway, roadway or path and are not responsible for damage to turf as a result of a client designated delivery location. A non-refundable deposit of 50% of the Total Rental amount is required at signing of the Lease Agreement.

Lessee Signature

Date



City of Saginaw

Meeting Date: 4/5/2022

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

Agenda Items: (4)(h)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

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

BACKGROUND/DISCUSSION:

Periodically, the City disposes of surplus items that are either no longer used, are broken or have been deemed past their useful life. The last auction of surplus items was held in 2021.

Staff has provided an attachment briefly describing the items to be put up for auction.

For many years, the City has used the services of Tommy Lutes Auctioneers to dispose of the surplus items. They provide auction services for many local municipalities. Staff is recommending Tommy Lutes Auctioneers to provide this service.

FINANCIAL IMPACT:

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

RECOMMENDATION:

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

ATTACHMENTS:

Description

2022 Auction Items

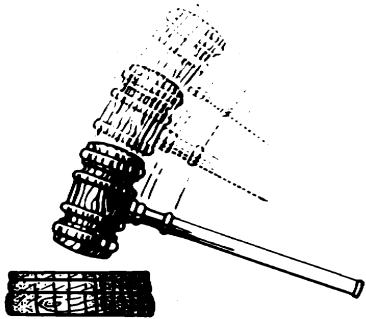
Lutes Auction Contract

2022 City of Saginaw auction

1. 2010 Crown victoria, Unit 97, 2FABP7BV5AX107009	143000 mi.	High mileage
2. 2011 Crown Victoria, Unit 98, 2FABP7BV1BX148237	105364 mi.	High mileage
3. 2010 Crown Victoria, Unit 102, 2FABP7BV2AX144342	113013 mi.	High mileage
4. 2011 Crown Victoria, Unit 101, 2FABP7BV9AX144340	93306 mi.	High mileage
5. 2005 Dodge 1500, Unit 505, 1D7HA18K95J559100	100118 mi.	High mileage
6. Dog camper animal control		worn out
7. 2003 Fire education RV, 1SSTT3932311SS673		out of serv
8. computer desk		replaced
9. metal shelving		broke
10. 2 gymnastics work out beams		replaced
11. Copier printer Imagistics		out dated
12. filing cabinets 2 drawer		replaced
13. coffee maker		out dated
14. wood cabinet		worn out
15. LG front load dryer		out dated
16. LG front load washer		out dated
17. 5 Life fitness stationary bikes		updated
18. 1 Life fitness Elyptical 95X		updated
19. computer dock for car		replaced
20. 4 Whelen light bars		out dated
21. truck light bar		broke
22. 2 True Treadmills		out dated
23. Billy Goat lawn vacuum 050707161		out dated
24. Vmax VI Plus security cameras		replaced
25. L3 video camera and recorders parts		out dated

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ze

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Raven Auction Group LLC

(817) 713-6906

Tommy Lutes, Jr
Professional Auctioneer

AUCTION CONTRACT

This auction agreement is entered into by Raven Auction Group LLC Ft Worth
Auction Company City

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

Address 333 W McLeroy
City Saginaw State Texas Phone 817-232-4640

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

Auctioneers agree to conduct a public auction sale or otherwise sell the following described property belonging to owner. The auction sale to be conducted at **9218 West Fork Trl Ft Worth TX**
Auction is to be held in March 2022

PROPERTY TO BE SOLD

See attachments _____ through _____ for additional property to be sold.
THIS CONTRACT SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

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

Approved and Executed this _____ day of March year, 2022

Raven Auction Group LLC

Auction Company
9218 West Fork Rd
Address
Ft Worth Texas 76179
City State Zip
817-713-6906
Phone

City Of Saginaw

Owner or Agent
333 W Mcleroy
Address
Saginaw Texas 76179
City State Zip
817-232-4640
Phone

Signature

Signature



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Janice England
City Secretary

Agenda Items: (5)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Proclamation--Child Abuse Prevention Month

BACKGROUND/DISCUSSION:

Mayor Flippo will read a proclamation declaring the month of April to be Child Abuse Prevention Month in the City of Saginaw, and urge all citizens to work together to help reduce child abuse and neglect. Ms. Lyndsi Price of the Alliance For Children will be present to accept the proclamation.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Proclamation--Child Abuse Prevention Month

Office of the Mayor

Proclamation

City of Saginaw

WHEREAS, children are our future and our greatest resource; and

WHEREAS, every child deserves a nurturing family and safe environment to grow into a healthy, productive member of the community; and

WHEREAS, child abuse is one of our nation's most serious public health problems and threatens the safety of our community; and

WHEREAS, in Tarrant County, 6,511 children were confirmed as victims of child abuse or neglect in 2021; and

WHEREAS, Alliance For Children provided trauma-informed services to 2,497 children in 2021;

WHEREAS, finding solutions to prevent child abuse is a community responsibility and depends on the involvement of all citizens; and

WHEREAS, effective child abuse prevention, investigation and treatment programs succeed because of partnerships among public and private agencies, schools, religious organizations, medical services, and the business community.

NOW, THEREFORE, BE IT RESOLVED, that I, Todd Flippo, Mayor of the City of Saginaw, Texas do hereby proclaim the month of April 2022 as Child Abuse Prevention Month in the City of Saginaw, Texas and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the City of Saginaw, Texas to be affixed this 5th day of April, 2022.



Todd Flippo, Mayor



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Fire Chief Doug Spears

Agenda Items: (6)

E-mail: dougspears@saginawfire.us

Phone: 817-230-0412

SUBJECT:

EMS Week proclamation and a general update from our partner agency Medstar.

BACKGROUND/DISCUSSION:

The week of May 15-21, 2022 is designated as the 47th annual National EMS Week across the country and as such we would like to officially proclaim our city's recognition of May 15-21, 2022 as Emergency Medical Services Week in Saginaw with the theme "EMS: RISING TO THE CHALLENGE"

Prior to the proclamation members of leadership from Medstar would like to provide a general state of Medstar to Council and the community.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Designation through proclamation of May 15-21, 2022 as Emergency Medical Services week in Saginaw and opportunity for Medstar staff to present a general update.

ATTACHMENTS:

Description

EMS Proclamation Language

EMS Week 2022 Proclamation

To designate the Week of **May 15 - 21, 2022**, as Emergency Medical Services Week in Saginaw.

WHEREAS, emergency medical services is an essential public service; and

WHEREAS, the members of the Saginaw Fire Department, Medstar, and the Saginaw Police Department provide lifesaving care to those in need 24 hours a day, seven days a week; and

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

WHEREAS, EMS agencies and personnel have expanded their roles by providing important, preventative and follow-up care, and access to telemedicine; and are providing crucial services during the COVID-19 pandemic; and

WHEREAS, EMS and other first response personnel are facing unprecedented challenges with response volumes and personal risks; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, in recognition of this event, we hereby proclaim the week of May 15 - 21, 2022, as EMERGENCY MEDICAL SERVICES WEEK With the theme, **“EMS: Rising to the Challenge”**, and we encourage the community to observe this week with appropriate programs, ceremonies, and activities.



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Kim Quin
Finance Director

Agenda Items: (7)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Presentation of Government Finance Officers Association Distinguished Budget Presentation Award to Jennifer Garrett, Finance Manager

BACKGROUND/DISCUSSION:

This award is the highest form of recognition in government budget presentation. In order to receive this award, the City has to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as: a policy document, a financial plan, and operations guide, and a communications device. The City has received this award for 35 consecutive years.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description
press release

FOR IMMEDIATE RELEASE

March 11, 2022

For more information, contact:

Technical Services Center

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: budgetawards@gfoa.org

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

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

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

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

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

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 21,000 members and the communities they serve.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Saginaw
Texas**

For the Fiscal Year Beginning

October 01, 2021

Christopher P. Morill

Executive Director



City of Saginaw

Meeting Date: 4/5/2022

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

Agenda Items: (8)

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:

Business Recognition Program/Award – A Keep Saginaw Beautiful Committee Program

BACKGROUND/DISCUSSION:

This program was developed by the Keep Saginaw Beautiful Committee (KSB) in 2016 but never got off the ground for an administrative reason. It is based on programs that a number of communities in the state and US have in place to recognize Saginaw businesses and business owners whose properties reflect pride of ownership and commitment to the beautification of the city thereby contributing in a positive manner to the overall appearance of the city of Saginaw Texas. We printed postcards to mail to all businesses in Saginaw.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

NA

ATTACHMENTS:

Description
Council Communique
Guidelines and Application



COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

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

Date: City Council Meeting – April 5, 2022

ITEM:

Business Recognition Program/Award – A Keep Saginaw Beautiful Committee Program

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

This program was developed by the Keep Saginaw Beautiful Committee (KSB) in 2016 but never got off the ground for an administrative reason. It is based on programs that a number of communities in the state and US have in place to recognize Saginaw businesses and business owners whose properties reflect pride of ownership and commitment to the beautification of the city thereby contributing in a positive manner to the overall appearance of the city of Saginaw Texas. We printed postcards (see attached) to mail to all businesses in Saginaw.

FINANCIAL IMPACT:

NA

RECOMMENDATION

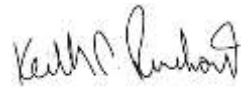
NA

ATTACHMENTS:

NA

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



Saginaw, Texas
**BUSINESS
BEAUTIFICATION
AWARD**

The Business Beautification Award Program was designed by the Keep Saginaw Beautiful Committee and the City of Saginaw to recognize Saginaw business owners whose properties reflect pride of ownership and commitment to the beautification of the city thereby contributing in a positive manner to the overall appearance of the City of Saginaw.



For information, www.SaginawTx.org/877

A Keep-Saginaw Beautiful Committee Program



**SAGINAW BUSINESS
BEAUTIFICATION
AWARD WINNER**

 *City of Saginaw*

A Keep Saginaw Beautiful Committee Program

Business Beautification Award

A Keep Saginaw Beautiful Committee Program

The Business Beautification Award Program was designed by the Keep Saginaw Beautiful Committee to recognize Saginaw business owners whose properties reflect pride of ownership and commitment to the beautification of the city thereby contributing in a positive manner to the overall appearance of the City of Saginaw.

NOMINATIONS

Nominations may be made by submitting an application to the Keep Saginaw Beautiful Committee. The following groups may complete applications:

- Residents of Saginaw
- Employees of any Saginaw business
- Keep Saginaw Beautiful Committee members
- Elected City officials
- City employees
- Code enforcement members



To be nominated or considered for recognition, a Saginaw business must be in total compliance with all city codes and ordinances. The Keep Saginaw Beautiful Committee will approve nominations for the Business Beautification Award based on observations, discussions, and comments of the Committee members. Award winners will be recognized at a Saginaw City Council Meeting for all their hard work, commitment and dedication to keeping Saginaw looking beautiful.

RECOGNITION CATEGORIES

Awards are given in three (3) categories:

- **Overall Appearance:** This category includes business facilities that exhibit a sustained quality and professional appearance. It may include superior landscaping, fresh paint, and/or new and professional signage, as well as parking lot, tree, and building structure maintenance and improvement. Businesses cannot be negatively viewed for signage or markings that are used for promoting business activity. An example of this is a gas station that uses signage with prices in the front of the building. However, the gas station would be expected to maintain the signage and its surrounding area in order to be considered for recognition and an award. This category is to be viewed as the highest recognition level.

- **Most Improved:** This category includes those businesses that have made an overt effort to improve the property appearance within the previous six months. There is no requirement that a business change management to be eligible for this recognition. The improvement may include one aspect of the facility, but not the entire facility, to be eligible. The focus of this award is on change that improves the appearance of the City. A new paint job, recreated landscaping, a new parking lot, or other visual improvements qualify in this category. The underlying intent of this category is the effort expended to achieve a visual improvement to the property. A strip shopping center that re-faced its buildings would be an example of qualifying in the category.
- **Superior Landscaping:** This category is self-explanatory. The business must maintain greenery to qualify in this category. No requirement of percentage of property or number of trees/bushes/plantings is to be used as criteria to nominate a business. If a business owner keeps the landscaping neat and attractive without major changes in the facility, it will still qualify for this award.

SUBMISSION OF ENTRIES

Any individual listed in the program outline may submit a business name for consideration. The application is available in an electronic format on the City of Saginaw's website. The application should include the business name, address, and category of entry as well as the name of the person making the nomination.

All applications will be reviewed and considered by the Keep Saginaw Beautiful Committee at their next regularly scheduled meeting.

Business Beautification Award

A Keep Saginaw Beautiful Committee Program

The Business Beautification Award Program was designed by the Keep Saginaw Beautiful Committee to recognize Saginaw business owners whose properties reflect pride of ownership and commitment to the beautification of the city thereby contributing in a positive manner to the overall appearance of the City of Saginaw.



Today's Date: _____

Name of Business Nominee: _____

Business Address: _____

Contact Person / Business Owner: _____

Category:

☐ Overall Appearance ☐ Most Improved ☐ Superior Landscaping

I feel that the above nominated business is deserving of recognition for efforts to beautify their business because:

Your Name (First and Last): _____

Address: _____

City: _____ Zip: _____ Phone: _____

Email Address: _____

Please return this completed form to Saginaw City Hall, ATTN: Keep Saginaw Beautiful, 333 West McLeroy Blvd. Saginaw TX, 76179



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Russell Ragsdale
Chief of Police

Agenda Items: (9)

E-mail: ragsdale@saginawpolice.org

Phone: (817)232-0311 ext 2372

SUBJECT:

Public Hearing- Continuation of Curfew for Minors

BACKGROUND/DISCUSSION:

Section 54-61 of the Saginaw City Code establishes a "curfew for minors" ordinance. This ordinance was originally passed on September 20, 1994, and renewed every three years, most recently in April 2019. Section 370.002 of the Local Government Code requires such ordinances to be reviewed every three years, and allow for public input to the council.

The hearing tonight is the first of two hearings for public input regarding the continuation of the curfew ordinance for minors. The second public hearing and consideration of the ordinance will be on the April 19th agenda.

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

Officers average sixteen citations per year over the past 10 years, when dealing with juveniles and potential curfew violations. However, during the last three years this average has dropped to only seven violations, with no citations being written so far in 2022. The conclusion could be drawn that the ordinance has been effective in reducing unauthorized late night activity among minors, but this conclusion could also be misleading considering the past two years of shutdowns with the Covid19 pandemic. Officers report making numerous additional contacts with minors resulting in returning them home without a resulting citation.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

NA

ATTACHMENTS:

Description

Article III. Curfew for Minors
Texas Family Code, Ch. 31

- **ARTICLE III. - CURFEW FOR MINORS^[3]**

Editor's note— Ord. No. 2001-06, §§ I—IV, adopted March 6, 2001, repealed the former Art. III, §§ 54-61—54-65, and enacted a new Art. III as set out herein. The former Art. III pertained to similar subject matter. See the Code Comparative Table. Ord. No. 2019-08, § 1, adopted April 16, 2019, states the following: "That Ordinance No. 2001-06, as continued by official vote of the City Council of the City of Saginaw, Texas on April 16, 2019, is hereby continued in accordance with the requirements of Section 370.002(a) of the Texas Local Government Code."

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

- **Sec. 54-61. - Adoption.**

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

(Ord. No. 2001-06, § I, 3-6-01; Ord. No. 2007-04, § 1, 2-6-07; Ord. No. 2016-03, § 1, 4-5-16)

- **Sec. 54-62. - Definitions.**

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

Curfew hours means:

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

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

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

Guardian means:

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

Minor means any person under 17 years of age.

Operator means any individual, firm, association, partnership or corporation that is operating, managing or conducting any establishment. The word includes the members or

partners of a partnership or association, and the officers of a corporation, and any adult employee in charge of its operation.

Parent means a person who is:

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

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

Remain means:

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

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

(Ord. No. 2001-06, § II, 3-6-01; Ord. No. 2016-03, § 1, 4-5-16)

• **Sec. 54-63. - Offenses.**

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

(Ord. No. 2001-06, § III, 3-6-01; Ord. No. 2016-03, § 1, 4-5-16)

• **Sec. 54-64. - Defenses.**

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

- (1) Accompanied by the minor's parent or guardian;

- (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (3) In a motor vehicle involved in interstate travel;
 - (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (5) Involved in an emergency;
 - (6) On the sidewalk abutting the minor's residence, or abutting the residence of a next-door neighbor, provided the neighbor did not complain to the police department about the minor's presence;
 - (7) Attending an official school, religious or other recreational activity supervised by adults and sponsored by the city, a civic organization or another similar entity that takes responsibility for the minor, or going to or returning home from such activity, without detour or stop;
 - (8) Exercising rights protected by the Fifth Amendment of the United States Constitution, such as free exercise of religion, freedom of speech, and the right of peaceable assembly; or
 - (9) Married or had been married, or had otherwise had the disabilities of minority removed in accordance with V.T.C.A., Family Code, ch. 31.
- (b) It is a defense to prosecution under subsection 54-63(c) of this article if the owner, operator or other adult person or employee in charge of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(Ord. No. 2001-06, § IV, 3-6-01; Ord. No. 2016-03, § 1, 4-5-16)

- **Sec. 54-65. - Enforcement.**

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

(Ord. No. 2001-06, § V, 3-6-01; Ord. No. 2016-03, § 1, 4-5-16)

- **Sec. 54-66. - Penalties.**

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

(b) When required by V.T.C.A., Family Code, § 51.08, as amended, the municipal court shall waive jurisdiction over a minor charged with violation of subsection 54-63(a) of this article, and shall refer the minor to a juvenile court.

(Ord. No. 2001-06, § VI, 3-6-01; Ord. No. 2016-03, § 1, 4-5-16)

- **Secs. 54-67—54-90. - Reserved.**

TITLE 2. CHILD IN RELATION TO THE FAMILY

SUBTITLE A. LIMITATIONS OF MINORITY

CHAPTER 31. REMOVAL OF DISABILITIES OF MINORITY

Sec. 31.001. REQUIREMENTS. (a) A minor may petition to have the disabilities of minority removed for limited or general purposes if the minor is:

- (1) a resident of this state;
- (2) 17 years of age, or at least 16 years of age and living separate and apart from the minor's parents, managing conservator, or guardian; and
- (3) self-supporting and managing the minor's own financial affairs.

(b) A minor may file suit under this chapter in the minor's own name. The minor need not be represented by next friend.

Amended by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Kim Quin
Finance Director

Agenda Items: (10)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

PUBLIC HEARING - Consideration and Action regarding Resolution No. 2022-08, FY2021-2022 Mid-Year Budget Revisions

BACKGROUND/DISCUSSION:

Each year the current fiscal year budget is reviewed and updated for necessary changes. The attached memo outlines the proposed revisions. Adoption of the proposed resolution will modify the budget as detailed in the attachment.

FINANCIAL IMPACT:

The financial impact by fund can be found in the attachment. Funding for projects budgeted in the previous fiscal year but not completed by September 30, 2021 must be carried forward to budget for the completion of the project in the current fiscal year. The budget must also be amended for items that have been approved by the City Council since the beginning of the fiscal year. The attachment details each of these items. Mid-year revisions this year include a one time retention payment to all full time and part time employees with one year of service by September 30, 2022.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2022-08 adopting the mid-year budget revisions.

ATTACHMENTS:

Description

Mid Year Budget Adjustment Detail
Resolution 2022-08

MEMORANDUM

DATE: March 22, 2022
TO: Gabe Reaume, City Manager
FROM: Kim Quin, Finance Director
RE: 2021-2022 Mid-year Budget Adjustments

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

General Fund –

- An increase of \$107,365 in Transfer from Escrow Fund (revenue) for the developer's reimbursement of expenses related to the Beltnill PID. The expenses are for legal, financial, and administrative consultants used in establishing the PID.
- An increase of \$58,000 in special requests is the match required for the Green Ribbon Grant approved by the City Council on January 18, 2022.
- An increase of \$99,590 in special requests for pool repairs not covered by insurance approved by the City Council on October 19, 2021.
- Increases totaling \$27,255 for expenses related to demolition and asbestos abatement at 345 North Saginaw Boulevard approved by the City Council on November 2, 2021 and December 21, 2021.
- An increase of \$45,000 for legal advertising due to the higher than average actions requiring public notice this year. Public notice is required for bid requests, zoning and rezoning hearings, establishing and modifying PID's and TIRZ's, grant applications and the opioid settlements.
- Funding for a one time employee retention payment of \$500 for full time employees and \$250 for part time employees and related taxes and retirement contributions totaling \$84,475.
- In an effort to better track recreation revenue streams, additional line items are created and budgeted revenues are being redistributed. If the Aquatic Center is able to open, revenue increases will be likely at year end.
- Repairs to the audio visual system (\$54,855) in the City Council chamber is being carried forward from last year.
- Additional funding of \$34,980 from the Tarrant County Emergency Services District will be received and used for fire equipment and bunker gear as approved by the City Council on December 7, 2021.

Additional revenues total \$142,345. The use of General Fund balance is \$364,740. The projects being carried forward from last fiscal year total \$55,400. These projects were budgeted but not completed at fiscal year-end. The unspent balance of the incomplete projects was added back to the fund balance at the end of last fiscal year. The budget adjustment will provide funding for the completion of these projects in the current fiscal year. Expenses added to the budget total \$451,685.

Enterprise Fund –

- Impact fee funding of \$510,845 is being transferred to the Enterprise Fund for the Saginaw Boulevard 16" water line project and the Northwest Booster Pump project. Funding for these projects is being carried forward (WL \$125,845 and Booster Pump \$385,000).
- Funding for a one time employee retention payment of \$500 for full time employees and \$250 for part time employees and related taxes and retirement contributions totaling \$9,675.
- Funding of \$32,500 is carried forward for the Risk and Resiliency Plan that was not completed last year. \$13,000 is added to include emergency response actions to the plan as approved by the City Council on December 7, 2021.
- Funding of \$94,700 is carried forward for the completion of meter replacement project.
- Funding of \$1,268,880 is added for the Beltnell Booster Pump Station as approved by the City Council on January 18, 2022 and \$44,375 is carried forward. The City anticipates that the TIRZ will reimburse the City for this project in the future.
- Funding of \$20,770 is added for emergency repairs made to the Palomino water line.

Budget adjustments will reduce the Enterprise Fund balance by \$1,483,900.

Capital Projects Fund –

- Funding of \$1,115,410 is being carried forward for the completion of Bailey Boswell Overpass project.
- The Tarrant County contribution for the completion of the Bailey Boswell Overpass project is \$582,260.
- Funding is carried forward for sidewalk improvements, the new Fire Station, and engineering for North Old Decatur Road, Knowles Drive, the signal at Knowles and Bailey Boswell, the Old Decatur Road/Boaz intersection improvements, and sub-surface utility engineering for the Blue Mound/Industrial improvements.
- Funding of \$354,830 is provided for the improvements at Blue Mound Road and Industrial as approved by the City Council on October 19, 2021.
- An increase of \$156,680 for the sidewalk construction contract approved by the City Council on January 5, 2021.

The use of Capital Projects Fund balance is \$14,293,985. Funding for projects carried forward from last year total \$14,521,415. The unspent balance of the incomplete projects was added back to the fund balance at the end of last fiscal year. The budget adjustment will provide funding for the completion of these projects in the current fiscal year.

Drainage Utility Fund –

- Funding of \$123,500 is carried forward for the design of the East Cement Creek Phases 2 and 3.
- Estimated construction of The East Cement Creek Drainage Project Phase 2 is budgeted to be \$1,500,000.

The use of Drainage Utility Fund balance is \$1,623,500. Drainage Utility fees are collected and reserved in fund balance for these large drainage projects.

Street Maintenance Fund –

- Carry forward \$20,000 for sidewalk replacement, \$30,000 for crack sealing, and \$190,000 for street repairs not used in prior fiscal year.
- Funding of \$87,000 is budgeted for the pavement management program approved by the City Council on January 4, 2021.
- Funding for Burlington Road reconstruction (\$434,480) is carried forward.

The use of Street Maintenance Fund balance is \$761,480.

Donations Fund –

- Funding for the additional holiday light display is carried forward due to the invoice being paid in the current fiscal year. Total funding of \$31,120 is split evenly between parks and beautification donations.
- Parks donation funding of \$9,600 for the Parks Master Plan is carried forward.
- Funding for tennis court resurfacing is budgeted to be \$17,260 as approved by the City Council on March 1, 2022.
- Additional funding for the fireworks show is budgeted (\$7,250) as approved by the City Council on January 18, 2022.

The use of Donations fund balance is \$65,230 (\$49,670 from Parks donations and \$15,560 from Beautification donations). The budget modification will provide funding for these projects in the current fiscal year.

General Escrow Fund –

- Funding of \$26,975 is provided from the insurance escrow to replace a damaged public works truck.
- Revenue and expense line items related to the Beltnill PID reflect the collection of an additional 78,535 for expenses totaling \$107,510.
- Revenue and expense line items related to the UCD Developer agreement to provide a median opening on Blue Mound Road. Adjustments reflect the collection of an additional \$61,615 for expenses totaling \$154,295. The latest agreement was approved by the City Council on October 19, 2021.

The use of General Escrow Fund balance is \$148,630. The budget modifications will provide funding in the current fiscal year.

Enterprise Escrow Fund –

Previously collected impact fees for the Northwest Booster Pump and the Saginaw Boulevard 16” water line project are transferred to the Enterprise fund as described above.

MID-YEAR BUDGET ADJUSTMENTS
FY 2021-2022

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
<u>General Fund</u>				
Transfer from Escrow Fund	01-9121-00-00	\$ 107,365.00		Beltmill PID escrow reimbursement of expenses
Contractual Services	01-5250-13-00		\$ 50,000.00	Beltmill PID creation expense - financial
Contractual Services	01-5250-13-00		\$ 50,000.00	Beltmill PID creation expense - legal
Contractual Services	01-5250-13-00		\$ 7,365.00	Beltmill PID creation expense - admin
Special Requests	01-7000-06-00		\$ 58,000.00	Green Ribbon Grant match approved 1/18/22
Special Requests	01-7000-08-00		\$ 99,590.00	Pool repairs approved 10/19/21
Property Abatement	01-6250-10-00		\$ 3,950.00	environmental report 345 N Saginaw Blvd
Property Abatement	01-6250-10-00		\$ 14,305.00	asbestos removal approved 11/2/21
Property Abatement	01-6250-10-00		\$ 9,000.00	demolition approved 12/8/21
Special Requests	01-7000-11-00		\$ 545.00	Vehicle completion carried forward
Legal Advertising	01-6010-02-00		\$ 45,000.00	Funding increase in line item
Recreation Fees	01-3500-00-00	\$ (250,000.00)		Recreation revenue line item redistribution
Recreation/Aquatic Membership	01-3501-00-00	\$ 27,500.00		Recreation revenue line item redistribution
Recreation/Aquatic Day Pass	01-3502-00-00	\$ 38,750.00		Recreation revenue line item redistribution
Recreation Programs & Classes	01-3503-00-00	\$ 38,750.00		Recreation revenue line item redistribution
Recreation Athletic Leagues	01-3504-00-00	\$ 15,000.00		Recreation revenue line item redistribution
Summer Camp Fees	01-3505-00-00	\$ 77,500.00		Recreation revenue line item redistribution
Facility Rental Fees	01-3506-00-00	\$ 47,500.00		Recreation revenue line item redistribution
Recreation/Aquatic misc	01-3507-00-00	\$ 5,000.00		Recreation revenue line item redistribution
Salaries	01-4010-02-00		\$ 4,000.00	one-time retention payment
Social Security	01-4150-02-00		\$ 305.00	one-time retention payment
TMRS	01-4160-02-00		\$ 850.00	one-time retention payment
Salaries	01-4010-03-00		\$ 500.00	one-time retention payment
Social Security	01-4150-03-00		\$ 40.00	one-time retention payment
TMRS	01-4160-03-00		\$ 105.00	one-time retention payment
Salaries	01-4010-04-00		\$ 15,000.00	one-time retention payment
Social Security	01-4150-04-00		\$ 1,145.00	one-time retention payment
TMRS	01-4160-04-00		\$ 3,195.00	one-time retention payment
Salaries	01-4010-05-00		\$ 24,000.00	one-time retention payment
Social Security	01-4150-05-00		\$ 1,835.00	one-time retention payment
TMRS	01-4160-05-00		\$ 5,110.00	one-time retention payment
Salaries	01-4010-06-00		\$ 4,500.00	one-time retention payment
Social Security	01-4150-06-00		\$ 345.00	one-time retention payment
TMRS	01-4160-06-00		\$ 960.00	one-time retention payment
Salaries	01-4010-07-00		\$ 1,000.00	one-time retention payment
Social Security	01-4150-07-00		\$ 75.00	one-time retention payment
TMRS	01-4160-07-00		\$ 215.00	one-time retention payment

**MID-YEAR BUDGET ADJUSTMENTS
FY 2021-2022**

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
Salaries	01-4010-08-00		\$ 3,000.00	one-time retention payment
Social Security	01-4150-08-00		\$ 230.00	one-time retention payment
TMRS	01-4160-08-00		\$ 640.00	one-time retention payment
Salaries	01-4010-09-00		\$ 4,000.00	one-time retention payment
Social Security	01-4150-09-00		\$ 305.00	one-time retention payment
TMRS	01-4160-09-00		\$ 855.00	one-time retention payment
Salaries	01-4010-10-00		\$ 5,000.00	one-time retention payment
Social Security	01-4150-10-00		\$ 385.00	one-time retention payment
TMRS	01-4160-10-00		\$ 1,065.00	one-time retention payment
Salaries	01-4010-11-00		\$ 2,500.00	one-time retention payment
Social Security	01-4150-11-00		\$ 190.00	one-time retention payment
TMRS	01-4160-11-00		\$ 535.00	one-time retention payment
Salaries	01-4010-12-00		\$ 1,000.00	one-time retention payment
Social Security	01-4150-12-00		\$ 80.00	one-time retention payment
TMRS	01-4160-12-00		\$ 215.00	one-time retention payment
Salaries	01-4010-14-00		\$ 1,000.00	one-time retention payment
Social Security	01-4150-14-00		\$ 80.00	one-time retention payment
TMRS	01-4160-14-00		\$ 215.00	one-time retention payment
Special Requests	01-7000-02-00		\$ 54,855.00	Council chamber AV system carried forward
County Fire Run Aid	01-3820-00-00	\$ 4,980.00		Additional TC ESD funding 12/7/21
Grant Assistance	01-3800-00-00	\$ 30,000.00		Additional TC ESD funding 12/7/21
Speical Requests	01-7000-02-00		\$ 30,000.00	fire equipment
USE OF FUND BALANCE		\$ 364,740.00		
GENERAL FUND TOTAL		\$ 507,085.00	\$ 507,085.00	

MID-YEAR BUDGET ADJUSTMENTS
FY 2021-2022

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
<u>Enterprise Fund</u>				
Transfer from EF Escrow	05-9125-00-00	\$ 125,845.00		Impact Fee funding for Sag. Blvd 16" WL Ph2
Transfer from EF Escrow	05-9125-00-00	\$ 385,000.00		Impact Fee funding for NW Booster Pump
Salaries	05-4010-50-00		\$ 7,500.00	one-time retention payment
Social Security	05-4150-50-00		\$ 575.00	one-time retention payment
TMRS	05-4160-50-00		\$ 1,600.00	one-time retention payment
Special Requests	05-7000-50-00		\$ 32,500.00	Risk & Resiliency Plan carried forward
Special Requests	05-7000-50-00		\$ 13,000.00	Risk & Res. Plan additional funding approved 12/7/2021
Special Requests	05-7000-50-00		\$ 94,700.00	Meter replacements carried forward
Sag. Blvd 16" WL Ph2	05-7022-55-00		\$ 125,845.00	Project carried forward
NW Booster Pump	05-7027-55-00		\$ 385,000.00	Project carried forward
Beltmill Booster Pump	05-7029-55-00		\$ 1,313,255.00	Approved by City Council 1/18/2022
Palomino WL Repairs	05-7030-55-00		\$ 20,770.00	emergency water line repairs
USE OF FUND BALANCE		\$ 1,483,900.00		
ENTERPRISE FUND TOTAL		\$ 1,994,745.00	\$ 1,994,745.00	
<u>Capital Projects Fund</u>				
Bailey Boswell Overpass	06-4052-45-00		\$ 1,115,410.00	Project carried forward
ODR North	06-1502-20-00		\$ 93,050.00	Project carried forward
Knowles Drive	06-1507-20-00		\$ 951,915.00	Project carried forward
ODR/Boaz Intersection	06-1508-20-00		\$ 126,255.00	Project carried forward
Fire Station	06-1509-20-00		\$ 11,212,255.00	Fire Station funding carried forward
Street/Sidewalk improvements	06-1514-20-00		\$ 820,990.00	Sidewalk funding carried forward
Blue Mound/Industrial Imprv	06-1516-20-00		\$ 4,000.00	carry forward subsurface utility engineering funding
Blue Mound/Industrial Imprv	06-1516-20-00		\$ 354,830.00	Approved by City Council 10/19/2021
Knowles/BB Signal	06-1517-20-00		\$ 197,540.00	Project carried forward
Tarrant County Funding	06-3851-00-00	\$ 582,260.00		Remaining funding contribution
USE OF FUND BALANCE		\$ 14,293,985.00		
CAPITAL PROJECTS FUND TOTAL		\$ 14,876,245.00	\$ 14,876,245.00	

MID-YEAR BUDGET ADJUSTMENTS
FY 2021-2022

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
<u>Drainage Utility Fund</u>				
Capital Outlay/Special Request	14-7000-00-00		\$ 123,500.00	Carry forward East Cement Creek design
Capital Outlay/Special Request	14-7000-00-00		\$ 1,500,000.00	Estimated East Cement Creek Ph2 construction
USE OF FUND BALANCE		\$ 1,623,500.00		
DRAINAGE UTILITY FUND TOTAL		\$ 1,623,500.00	\$ 1,623,500.00	
<u>Street Maintenance Fund</u>				
Industrial Streets	16-4001-00-00		\$ 50,000.00	Carry forward unused street repair funding
South Streets	16-4008-00-00		\$ 140,000.00	Carry forward unused street repair funding
Contract Maint & Repairs	16-4935-00-00		\$ 30,000.00	Carry forward unused crack sealing funding
Sidewalk Replacement	16-4972-00-00		\$ 20,000.00	Carry forward unused sidewalk repl. funding
Capital Outlay/Special Request	16-6200-00-00		\$ 87,000.00	Pavement Mgt System approved 1/4/2022
Capital Outlay/Special Request	16-7000-00-00		\$ 434,480.00	Carry forward Burlington Rd reconstruction
USE OF FUND BALANCE		\$ 761,480.00		
STREET MAINTENANCE FUND TOTAL		\$ 761,480.00	\$ 761,480.00	
<u>Donation Fund</u>				
Capital Outlay/Special Request	20-7000-61-00		\$ 15,560.00	holiday lights parks funding carried forward
Capital Outlay/Special Request	20-7000-63-00		\$ 15,560.00	holiday lights beautification funding carried forward
Capital Outlay/Special Request	20-7000-61-00		\$ 9,600.00	Parks Master Plan carried forward
Capital Outlay/Special Request	20-7000-61-00		\$ 17,260.00	Tennis Court resurfacing approved 3/1/2022
Special Programs	20-5232-61-00		\$ 7,250.00	Fireworks show approved 1/18/2022
USE OF FUND BALANCE		\$ 65,230.00		
DONATION FUND TOTAL		\$ 65,230.00	\$ 65,230.00	

MID-YEAR BUDGET ADJUSTMENTS
FY 2021-2022

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
<u>General Escrow Fund</u>				
Capital Outlay	21-7000-43-00		\$ 26,975.00	Insurance replacement of PW truck
PID Deposit	21-3910-55-00	\$ 78,535.00		Beltmill escrow deposit for related PID expenses
Transfer to General Fund	21-9201-55-00		\$ 107,365.00	Funding for Provident PID expenses
Refunds	21-6503-55-00		\$ 145.00	Refund Beltmill for escrow balance
Other Income	21-3910-57-00	\$ 61,605.00		UCD Escrow for TxDOT median opening
Interest Income	21-3910-57-00	\$ 10.00		Interest on developer escrow
Capital Outlay/Special Request	21-7000-57-00		\$ 154,295.00	TxDOT median opening for UCD dev approved 10/19/2021
USE OF FUND BALANCE		\$ 148,630.00		
GENERAL ESCROW FUND TOTAL		\$ 288,780.00	\$ 288,780.00	
<u>Enterprise Escrow Fund</u>				
Transfer to Enterprise Fund	25-9205-51-00		\$ 125,845.00	Impact Fee funding for Sag. Blvd 16" WL Ph2
Transfer to Enterprise Fund	25-9205-51-00	\$ -	\$ 385,000.00	Impact Fee funding for NW Booster Pump
USE OF FUND BALANCE		\$ 510,845.00		
ENTERPRISE ESCROW FUND TOTAL		\$ 510,845.00	\$ 510,845.00	

**CITY OF SAGINAW
RESOLUTION NO. 2022-08**

**BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS
ADOPTING A REVISED BUDGET FOR THE CITY OF SAGINAW
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND
ENDING SEPTEMBER 30, 2022**

WHEREAS, in accordance with Chapter 102 of the Texas Local Government Code and Article XII of the City Charter, notice of a public hearing before the City Council was published in the official newspaper of the City to consider adoption of the revised budget for the City of Saginaw, Texas, for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and

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

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

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

1. That the revised budget prepared by City Staff and filed with the City Secretary, with such modifications and amendments as have been made by the City Council, a copy of which revised budget with any and all such modifications and amendments is attached hereto and incorporated by reference as part of this Resolution, be and the same is hereby approved and adopted as the budget for the operation of the City of Saginaw, Texas, for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

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

ADOPTED AND APPROVED this the 5th day of April, 2022.

APPROVED:

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney



City of Saginaw

Meeting Date: 4/5/2022

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

Agenda Items: (11)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

PUBLIC HEARING – Consideration and Action Regarding Adoption of Saginaw Parks and Recreation Master Plan December 2021

BACKGROUND/DISCUSSION:

On February 5, 2019, City Council authorized an Individual Project Order (IPO) with KHA for the Saginaw Parks Site Analysis and Conceptual Design. The IPO looked at the City's seven parks and provided conceptual designs and cost estimates that were later used in the development of the recommended 2020 Bond Program.

On March 3, 2020, Council adopted Resolution 2020-09 outlining the Fiscal Year 2019-2020 Annual Strategic Project List and Work Plan. A Parks Master Plan was identified as one of the elements in the Resolution. The City's current Park Master Plan, "Saginaw Parks, Recreation, and Open Space Vision 2025, Quality for a Lifetime" was completed in 2013.

On November 3, 2020, City Council authorized an IPO for the preparation of the 2020 Saginaw Parks Master Plan. The scope included:

- Inventory and Analysis
- Needs Assessment
- Summary of Existing Trail and Sidewalks
- Summary of Trail Standards and Connections
- Summary of Public Meetings and Survey Results
- Proposed Park and Trail Improvements
- Priorities and Budget Recommendations
- Recommended timelines

The Recreation and Parks Advisory Board reviewed the Saginaw Parks and Recreation Master Plan December 2021 at its February 7, 2022, and March 21, 2022 meetings. On March 21, 2022, The Board unanimously recommended that the Saginaw Parks and Recreation Master Plan December 2021 be forwarded

to the City Council with a recommendation of adoption.

The link to view the Saginaw Parks and Recreation Master Plan December 2021 is [Saginaw-Parks-Master-Plan](#).

FINANCIAL IMPACT:

NA

RECOMMENDATION:

It is recommended that the Saginaw Parks and Recreation Master Plan December 2021 be adopted as recommended by the Recreation and Parks Advisory Board.

ATTACHMENTS:

Description

Park Board Minutes 2-7-22

**MINUTES OF SPECIAL MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCCLEROY BOULEVARD
February 07, 2022**

Present at the Meeting:

Chairman	Place No. 5	Brack St. Clair
Vice Chair	Place No. 6	Ronda Nyberg
Member	Place No. 1	Charity Deville
Member	Place No. 2	Janelle Young
Member	Place No. 4	Russell Jolly
Member	Place No. 7	Thomas Weaver
Alternate Member	Alt. No. 1	Kathryn Johnson
Alternate Member	Alt. No. 2	Wayne Giles
Dir. of Public Works/Community Development		Rick Trice
Assistant Public Works/Operations Director		Randy Newsom
Recording Secretary		Susy Victor-Trevino

Absent from the Meeting:

Member	Place No. 3	Brandi Coble
Streets and Parks Manager		Paul Wrzesinski

Visitors at the Meeting:

Eddie Zvalta
Eric Martin
Felix Muniz IV
James Arnold
Katherine Utecht
Kelly Stewart
Laura Presley
Michael Price

The quorum for tonight's meeting consists of Chairman St. Clair, Vice Chairman Nyberg, Members Deville, Young, Jolly, and Alternate Members Johnson and Giles. Chairman St. Clair stated that Alternate Member Johnson would be a voting member at tonight's meeting in the absence of regular members.

(1) Call to Order

Chairman St. Clair called the meeting to order at 6:04 p.m.

(2) Audience Participation

Chairman St. Clair explained the procedure to be followed to address the Board.

(3) Discussion and Action Regarding Resurfacing the Tennis Courts at Highland Station Park

Assistant Public Works Director Newsom briefly discussed the conditions of the tennis courts at Highland Station Park, explaining that there is currently no surface. He also shared details on the most affordable quote he received from Buyboard and pointed out that the resurfacing would endure approximately six to eight (6-8) years of use.

A motion was made by Vice Chairman Nyberg with a second by Member Jolly to move forward with the contract. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Deville, Young, Jolly, Alternate Member Johnson

Against: None

Absent: Member Coble

(4) Final Update and Discussion Regarding the Parks Master Plan

Director of Public Works Trice briefly discussed the Parks Master Plan and introduced the architect for the project, Laura Presley. Presley gave a presentation regarding the main topics of interest in the Parks Master Plan and answered all questions regarding the Boards' concerns.

During this item, audience participation was made up of the following individuals: Erik Martin, Eddie Zvalta, Michael Price, and James Arnold who were there to represent the Eagle-Mountain Soccer Association (EMSA). The audience participants all shared their concerns regarding the poor quality of the soccer fields and expressed their willingness to help alleviate the costs of the upgrades. EMSA shared that their main requests are to improve the conditions regarding fire ant control and sod. Member Deville asked EMSA whether they were willing to fundraise or pay rental fees and the Association responded by stating they would be very interested in a collaboration. Member Deville asked the Association to return at a later date with more information and a proposal of how much they can assist in funding the renovations.

A motion was made by Member Weaver with a second by Member DeVille to table the item until the next meeting. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Deville, Young, Jolly, Alternate Member Johnson

Against: None

Absent: Member Coble

(5) Discussion Regarding Parks Bond Projects and Funding

Director of Public Works Trice gave a brief overview of the Parks Bond Projects and requested that the group begin to think about what projects they would like to fund.

(6) Update and Discussion Regarding New Restroom Facilities for William Houston Park, Highland Station Park, and the Playground at Willow Creek Station

Assistant Public Works Director Newsom gave a brief overview of the current conditions of the restroom facilities for William Houston Park, Highland Station Park, and the Playground at Willow Creek Station. He advised the group that they consider funding new restroom facilities to replace the old facilities.

(7) Update and Discussion Regarding July 4th Event

Assistant Public Works Director Newsom introduced the Communications Manager, Pedro Zambrano, to discuss the July 4th event. Zambrano shared an update regarding the Board's previous requests and explained how viable each idea was financially. Zambrano said he would have an update for the Board at the next meeting and provide more accurate pricing, but gave a detailed report on the costs of employee overtime for the parade and the evening event. The Recreation and Parks Board decided to not continue with the parade and chose to only continue with the evening event.

(9) Adjournment

A motion was made by Vice Chairman Nyberg with a second by Member DeVille to adjourn the meeting. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Deville, Young, Jolly, Alternate Member Johnson

Against: None

Absent: Member Coble

Chairman St. Clair declared the meeting of February 07, 2022 closed at 7:29 p.m.

APPROVED:

Brack St. Clair, Chairman

ATTEST:

Susy Victor-Trevino, Recording Secretary



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (12)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Consideration and Action regarding Resolution No. 2022-10, Declaring intention to reimburse an amount not to exceed \$23,700,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations

BACKGROUND/DISCUSSION:

Mr. Andrew Friedman of SAMCO Capital will be present for this item. Resolution No. 2022-10 addresses the reimbursement of capital expenditures related to the Senior Center and Library projects from the proceeds of the proposed bonds.

FINANCIAL IMPACT:

The financial impact will be explained during the discussion of this item.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Resolution 2022-10

Draft Timetable

**CITY OF SAGINAW
RESOLUTION NO. 2022-10**

A RESOLUTION DECLARING INTENTION TO REIMBURSE AN AMOUNT NOT TO EXCEED \$23,700,000 FOR CERTAIN CAPITAL EXPENDITURES WITH PROCEEDS FROM DEBT; AND PLACING TIME RESTRICTIONS ON THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS.

WHEREAS, the City of Saginaw, Texas (the “City”) is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit “A” hereto (collectively, the “Project”) prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, for the purpose of reimbursing the City in an aggregate amount not to exceed \$23,700,000 for the payment of costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 5TH DAY OF APRIL, 2022.

Todd Flipppo, Mayor
City of Saginaw, Texas

ATTEST:

Janice England, City Secretary

(Seal)

Exhibit “A”

The projects to be financed that are the subject of this Statement are:

designing, constructing and equipping improvements and additions to City parks, including, trails, sports recreational facilities, senior center, parking, and related infrastructure;

designing, constructing and equipping a municipal library, along with related landscaping, parking and infrastructure; and

Acquiring land and interests in land necessary for such projects.



\$23,700,000*
CITY OF SAGINAW, TEXAS (THE "CITY")
GENERAL OBLIGATION BONDS, SERIES 2022
(THE "OBLIGATIONS")

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7			1	2	3	4	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

Proposed Timetable

Tuesday, April 5, 2022	Staff and Consultants brief the City Council on plan of finance and receive authorization to proceed with the issuance of bonds
Thursday, April 7, 2022	First draft of Preliminary Official Statement ("POS") sent to bond counsel, and rating agency for review
Thursday, April 14, 2022	SAMCO receives comments on first draft of POS
Monday, April 18, 2022	Second draft of POS sent to bond counsel, Underwriters' Counsel, City Officials and rating agency for review
Week of April 25, 2022	Conference calls with Rating Agency and Due Diligence with Underwriters' Counsel
Wednesday, May 4, 2022	SAMCO receives comments on second draft of POS
Tuesday, May 10, 2022	Post POS to SAMCO website and email link to distribution list
Thursday, May 12, 2022	Bond Rating Due
Tuesday, May 17, 2022	• Bond Pricing • City Council authorizes the sale of the Bonds (6:00 P.M.)
Tuesday, May 24, 2022	Print and distribute Final Official Statement and post to SAMCO website
Wednesday, June 8, 2022	SAMCO notifies all parties of closing/delivery instructions
Wednesday, June 15, 2022	Obligations Closing; Funds wired to the City's depository bank

**Preliminary; subject to change.*



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (13)

E-mail: greume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Consideration and Action regarding Approval of Master Service Agreement with Peloton Land Solutions, Inc. for Planning Services

BACKGROUND/DISCUSSION:

The proposed Master Service Agreement with Peloton Land Solutions, Inc. is for Planning Services by Abra Nusser. The agreement will cover planning services as needed which will include identifying properties to be included in a future city initiated zoning. This was discussed as part of the FY2022 Work Plan.

FINANCIAL IMPACT:

The agreement is on an as needed basis. Therefore the financial impact will be dependent on the actual services rendered.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Proposed Agreement

MASTER SERVICE AGREEMENT
PELTON LAND SOLUTIONS, INC.

This Master Service Agreement (this “**Agreement**”) is made and entered into on _____, 202__, (“**Effective Date**”) by and among Peloton Land Solutions, Inc., a Texas corporation, having its principal office located at 9800 Hillwood Parkway, Suite 250, Fort Worth, Texas 76177 (“**Consultant**”) and _____, _____ County, Texas, a municipal corporation, with its address at _____ (“**City**”). (Consultant and City are also sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

Consultant is a full-service, multi-disciplinary design firm. Consultant offers in-house planning, civil engineering, survey, hydrology and hydraulics, landscape architecture, and environmental capabilities;

City is a municipal corporation that, from time to time, contracts for the professional services of engineers, surveyors, landscape architects, and others required to provide Public Works, Development services, and other services in the City;

Consultant desires to contract as an independent contractor for the performance of work and/or for the provision of services for the City (collectively “**Services**”);

Consultant and City anticipate executing a Work Order in the form attached as Exhibit A to this Master Agreement (each, a “**Work Order**”) for purposes of authorizing Consultant to proceed with certain Services;

Consultant and City wish to enter into this Agreement in contemplation of their mutual agreement with respect to any future Work Orders executed for Consultant's Services; and

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree as follows:

1. TERM. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect until terminated by any Party upon thirty (30) days prior notice to the other Party; provided that neither Party shall by the termination of this Agreement be relieved of any of its respective obligations and liabilities arising hereunder prior to the effective date of such termination. If a Party contends the other Party is in breach of this Agreement, the non-breaching Party will give the alleged breaching Party ten (10) calendar days' written notice of the alleged breaches and the opportunity to either diligently begin to cure or cure the alleged breaches.

2. SCOPE OF AGREEMENT.

a. Effective as of the Effective Date, this Agreement supersedes all prior master service agreements between the Parties or their predecessors.

b. At any time and from time to time during the term of this Agreement, when City desires Services to be performed by Consultant, City shall give Consultant a request for such Services. The request may be oral or in the form of a work request, purchase order, letter, signed field ticket, memorandum, electronic mail, or other documents (“**Work Request**”). If and when there is written agreement between City and Consultant, signed by a representative of each, regarding the specific terms of the Work Request (“**Work Order**”), Consultant shall thereafter commence the performance of the Services in accordance with the terms and conditions of the Work Order and this Agreement. Commencement of the Services by Consultant shall be deemed to be when both parties have signed the Work Order. In the event of any inconsistency between the terms and conditions of any Work Order and this Agreement, the terms and conditions of this Agreement shall prevail and shall control. Additional services due to changes in the scope, design, quality, or budget of the subject Work Order/Services (“**Additional Services**”) must be approved on a written Change Order, which Change Order must be approved and executed by City and Consultant prior to Consultant performing Services related to any such change.

c. Any and all Services performed by Consultant for the City after the Effective Date of this Agreement shall be performed pursuant to the terms and conditions of this Agreement.

d. Nothing contained herein shall be construed to: (i) obligate City to order Services from Consultant; nor (ii) obligate Consultant to accept a Work Request from City.

3. REPRESENTATIONS AND WARRANTIES.

a. Consultant represents and warrants that it is or will be properly licensed or otherwise authorized under all applicable federal, state, and local laws and regulations to perform all the Services under any Work Order to which it may agree. Consultant will perform the Services with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Consultant represents that it has the right, patent, license, or authority to use and apply any patented, patentable, otherwise protected, or unpatented device, process, formula, information, knowledge, trade secret, apparatus, or method furnished with the Services.

b. CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH SERVICES PROVIDED. Subject to the foregoing standard of care, Consultant (or its subconsultants as the case may be) may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

4. SERVICES OF CONSULTANT

a. Scope

- i. Consultant's services will be detailed in a duly executed Work Order for each specific project. The general format of a Work Order is shown in Exhibit A attached to this Agreement. Each Work Order will indicate the specific services to be performed and deliverables to be provided.
- ii. If the Work Order contains Services during the Construction phase of a project ("Construction Services"), Consultant will not at any time supervise, direct, control, or have authority over any contractor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. 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 between City and such contractor. Further, Consultant will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements or any application, interpretation, or clarification of the construction contract other than those decisions made by Consultant.
- iii. If the Work Order requires Consultant to give opinions about construction costs or schedules, any opinions or estimates of costs or timing, including but not limited to opinions related to construction and materials, are estimates only and reflect Consultant's experience and judgment as a design professional familiar with the industry. City acknowledges that Consultant has no control of the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, quantities, or market conditions. Consultant cannot and does not guarantee that proposals, bids, or construction costs will not vary from its opinion of cost. If City requires greater assurance as to any cost, City shall employ an independent cost estimator. If City requires Consultant to revise its Design Document to bring costs within any limitation established by the City, Consultant will be paid for such work as Additional Services.
- iv. If City requests submission of early bid documents to contractors for bid purposes prior to completion of construction documents by Consultant and other design disciplines, or prior to governmental approvals, City acknowledges that the potential exists for additional design and construction costs resulting from subsequent revisions, additions, and corrections to Consultant construction documents so as to conform to those of other design disciplines and/or governmental agencies.
- v. Consultant shall keep accounting books, records, receipts, time logs, etc. related to its performance of the Services and any expenses charged to City hereunder in accordance with commonly accepted accounting and engineering industry practices and shall retain such records for a period of three (3) years following completion of the Services, or for such longer period as may be required by applicable law, and for so long thereafter as a dispute may exist between the Parties. City and its designated representatives shall have the right at all reasonable times to inspect, copy, and audit the records pertaining to the Services rendered to it hereunder and/or the accuracy of any invoice or payment; provided, however, that Consultant shall have the right to exclude any trade secrets, formulas or processes from such inspection.

5. CITY'S RESPONSIBILITIES

a. General

- i. City shall have the responsibilities set forth herein and in each Work Order.
- ii. City shall compensate Consultant as set forth in each Work Order.
- iii. City shall be responsible for, and Consultant may reasonably rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- iv. City shall provide Consultant with any necessary access to the project site.

6. PRICE. In consideration of Consultant's satisfactory performance of the Services performed under a Work Request, the City agrees to pay Consultant, as full and complete compensation for the performance of such Services, the price agreed upon in the Work Order, or such other price as may be agreed upon in writing by any City and Consultant ("**Price**").

7. BILLING AND PAYMENT; RECORD KEEPING.

a. Consultant will prepare invoices in accordance with its standard invoicing practices and submit the invoices to City on a monthly basis. Invoices are due and payable within 30 days of the date thereof. If City fails to make any payment due Consultant for Services and Direct Expenses (as defined herein) within 30 days after the invoice's date, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

b. Consultant's invoice may include direct expenses ("Direct Expenses"), which include but are not limited to, standard mileage rates, material and printing incurred on or directly for the Services, will be invoiced on the basis of actual charges plus ten percent (10%) when provided by commercial sources or on the basis of usual commercial charges when furnished by Consultant. For technical or professional services subcontracted to Consultant, if included in the Work Order and invoiced through this Agreement, will be reimbursed at cost plus ten percent (10%).

c. Consultant's invoices shall identify all items related to the charges and shall provide appropriate documentation supporting the charges. All invoices shall be directed to the City at the following address: _____, unless changed by the City in writing.

d. Other than the terms contained herein, the City agrees that the payment to Consultant is not subject to any contingency or condition.

e. If City has a good-faith objection to an invoice, it must advise Consultant of each objection in writing within 14 days of City's receipt of the invoice, or the City's objections will be waived, and the invoice shall be deemed due and owing as set forth above. If the City objects to only a portion of the invoice, payment for all other portions remains due within 30 days of the date of the invoice. The parties will use best efforts to immediately resolve any amounts withheld due to a good faith dispute. If the dispute is not resolved in thirty (30) days from City's notice of the disputed payment, as soon as practical, the parties will enter into mediation, with each Party paying its one-half of the mediation and mediator costs.

f. In the event of termination prior to completion of the Services under a Work Request, the City shall pay Consultant for Services satisfactorily performed up to the effective date of termination (either at the Price agreed in the Work Request or, if the Price is a lump sum, an amount proportionately based upon the Price for Services satisfactorily completed) except to the extent any amounts owed are being contested in good faith by the City, but such amounts are due immediately once Consultant evidences its right to payment of contested amounts, or for which the City is not otherwise obligated to pay under the terms hereof, and the City shall be relieved of any liability to Consultant for any Services performed after the effective date of such termination.

g. If Consultant initiates legal proceedings to collect payment and is successful, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost of any time devoted to such proceedings by its employees at standard hourly rates for each applicable billing class at Consultant's standard hourly billing rates.

8. INDEPENDENT CONTRACTOR.

a. It is understood and agreed that Consultant is an independent contractor in the performance of each and every part of this Agreement, and that Consultant's employees shall be subject to Consultant's sole and exclusive supervision, direction, and control, and shall not be deemed, in fact or in law, to be employees of City. City shall have the right generally to oversee and inspect the performance of the Services of Consultant to ensure the satisfactory completion thereof, it being understood and agreed that City is not associated or connected with the actual performance or details of the Services to be performed pursuant to this Agreement, as City is interested in and looking only to the end result to be accomplished. Consultant shall be solely liable for all labor, material, and other expenses in connection with Services performed by Consultant pursuant to this Agreement.

b. It is expressly agreed that neither Consultant nor any of Consultant's employees shall be entitled to any City benefits normally extended by either a City to its own employees and that the Price is the total consideration payable hereunder. Consultant understands and agrees that it and its employees shall in no way participate nor have any interest in any employee benefit plans or programs maintained by any City, including without limitation, Medical Plan, Life Insurance Plan, or any other benefit plan or program that may be in effect at any time during the period covered by this Agreement or thereafter.

c. Consultant shall not be deemed by the terms of this Agreement or the use of any title to occupy the status of an employee, agent or representative of any City or to have authority to represent to bind any City or its parent, subsidiaries, or affiliates.

9. OWNERSHIP OF DOCUMENTS. All "design documents", including but not limited to reports, plans, drawings, specifications, estimates, computer files or programs stored electronically, field data, or notes prepared by Consultant are exclusive to the Services described in this Agreement, are instruments of service for each project and may be used only if the City has satisfied all of its obligations under this Agreement. Upon satisfaction of its obligations hereunder, City may make and retain copies of design documents for information and reference in connection with use on the particular project by City. Consultant grants City a limited license to use the design documents on the applicable project, subject to receipt by Consultant of full payment for all services relating to preparation of the design documents and subject to the following limitations: (1) City acknowledges that such design documents

are not intended or represented to be suitable for use on the project unless completed by Consultant, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the design documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) TO THE EXTENT PERMITTED BY LAW, CITY SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DESIGN DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY CONSULTANT; and (4) such limited license to City shall not create any rights in third parties.

10. INSURANCE.

a. Except as otherwise provided herein, Consultant shall, at its sole cost and expense, procure and maintain in force at all times during the term hereof sufficient insurance or City approved self-insurance as set forth in **Exhibit C**. Any changes to the insurance requirements may be set forth in a Work Order, and in that case, the Work Order will prevail over conflicting terms herein.

b. All insurance policies of Consultant related to the Services shall, to the extent of the risks and liabilities assumed by Consultant in this Agreement, (i) provide a minimum of thirty (30) days' notice to City prior to cancellation or material change, (ii) except for Workers' Compensation coverage, name City as an additional insured without respect to any limit in the insurance policy, (iii) contain a waiver of subrogation as to City, and (iv) be considered primary insurance in relation to any other insurance providing coverage to any member of City. The cost for any and all deductibles in Consultant's insurance from the insurer shall be solely for the account of Consultant.

c. Consultant shall furnish City with Certificates of Insurance evidencing the insurance required herein. In the event that Consultant fails to provide City with such certificates, City has the right, but not the obligation, after five (5) days written notice to Consultant, to obtain insurance on behalf of Consultant, and to charge the cost to Consultant.

11. LIMITS/WAIVER DAMAGES.

a. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other for exemplary or punitive damages.

b. To the fullest extent permitted by law, City and Consultant:

- i. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages including loss of use, profit or revenue, arising out of, resulting from, or in any way related to the Services or the applicable project, and
- ii. Agree that Consultant's liability to the City for any claim, demand, or allegation against Consultant by City under this Agreement will be limited to the amount paid by Consultant's insurance coverage as outlined in the preceding paragraph, with Consultant responsible to the City for any insurance deductibles. In no circumstance shall the Consultant's liability exceed the policy limit amounts shown in the prior paragraph.

12. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY. When City's representative designates, in writing, information as confidential information, Consultant agrees not to disclose such Confidential Information. This non-disclosure obligation does not apply to (a) information which is or becomes, through no fault of Consultant, public knowledge, or (b) Information that is or becomes available to Consultant without obligation of confidence from sources having the legal right to disclose the Information, the sources being other than City, or (c) information that is already in Consultant's possession without secrecy, confidentiality or non-use obligation and was not received in anticipation of this Agreement. In the event Consultant is required by any subpoena or legally recognized order to disclose any of the Confidential Information, notice shall be made as soon as possible by overnight mail or email to City. City expressly reserve the right to interpose all objections it may have to disclosure of its Confidential Information.

13. LIENS. Consultant agrees to pay all just claims for labor and/or materials furnished to Consultant in connection with the performance of Services hereunder, and to allow no lien or charge for same to be filed against or fixed upon any property of City; provided, however, that Consultant shall not be prevented from claiming, filing, or enforcing any bond rights when the rights thereto arise from a City's failure to pay monies owed to Consultant. Except as provided in the preceding sentence, Consultant agrees to RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS City from and against any and all such claims and liens (including, without limitation, any legal or other fees incurred by the City to have such claims and liens removed or satisfied, including investigation thereof).

14. TAXES AND CLAIMS.

a. Notwithstanding anything herein to the contrary, Consultant shall be responsible for and pay all taxes and duties levied or assessed on Consultant by any governmental authority in connection with or incident to the performance of this Agreement including, without limitation:

- i. All income, gross receipts, profits, gains, franchise, transportation and property taxes; and stamp duties, licenses,

permits, sales, use, excise, consumption, entry or similar taxes; and any fines, penalties, interest or other fees assessed in connection therewith; and

ii. All employment taxes and contributions imposed by law or trade union contractors or regulations with respect to or measured by the compensation (wages, salaries or other) paid to employees of Consultant, including without limitation, fringe benefits tax, taxes and contribution for unemployment compensation insurance, social security, medical and health insurance, welfare funds, pension and annuities and disability insurance.

15. GOVERNING LAW; VENUE; ATTORNEY FEES. The laws of the State of Texas (without regard to any conflicts-of-law rules which would direct or refer to the laws of a different jurisdiction) shall, except as otherwise provided, govern the validity, construction, and enforcement of this Agreement and the rights and obligations of the Parties hereunder. The Parties agree that venue for any litigation between the Parties may be in any state or federal court of competent jurisdiction in the county in which the project is located. The prevailing Party in any dispute hereunder, in addition to actual damages and any other legal or equitable remedies to which it may be entitled, shall be entitled to recover reasonable attorney fees and costs from the non-prevailing Party.

16. FORCE MAJEURE. If either Party is rendered unable, in whole or in part, by reason of Force Majeure (as defined below) to carry out its obligations hereunder, other than the obligation to pay money, the Party claiming Force Majeure shall give the other Party prompt notice of same with reasonably complete particulars, and the obligations of the Parties, insofar as they are affected by the Force Majeure event, shall be suspended during, but no longer than, the continuance of the Force Majeure event. The Party claiming Force Majeure shall use reasonable diligence to remedy the Force Majeure event as quickly as possible; provided, however, that the foregoing shall not require a Party to settle labor disputes contrary to its wishes. The term **“Force Majeure”** shall mean any cause which is not due to the negligence and not reasonably within the control of the Party claiming Force Majeure after the exercise of due diligence.

17. NOTICES. All notices required or permitted to be given hereunder shall be in writing. Notices shall be given in person, or sent by courier, mail or email to the Party to be notified and to the attention of the appropriate representative of the Party at the address set forth below, or such other address as may be designated ten (10) days prior thereto by notice to the other Party. Notices shall be deemed given when received by the Party to be notified; provided, however, that notices received after 5:00 PM or on a non-business day shall be deemed to be given the following business day; and provided further, that if notices cannot be given after reasonable effort at such address, notices shall be deemed constructively given three (3) days after being deposited in the United States mail, postage prepaid.

CONSULTANT:

**Peloton Land Solutions, Inc.
9800 Hillwood Parkway, Suite 250
Fort Worth, Texas 76117**

Attn: _____

Telephone: _____

Email: _____

CITY:

Attn: _____

Telephone: _____

Email: _____

Emergency Phone: _____

18. MISCELLANEOUS.

a. Entirety. This Agreement consists of this document and its attached Exhibits and Addendums, if any, which are hereby incorporated herein. This Agreement sets forth the entire and complete agreement of the Parties as to the subject matter hereof, and supersedes any and all proposals, negotiations, and representations of the Parties prior to the execution hereof, including without limitation, prior drafts of this Agreement. This Agreement supersedes any prior Master Service Agreements entered into between the Parties, although the Parties shall still be responsible under any such prior Master Service Agreements for any claims that have arisen under such Agreements from circumstances or events that occurred prior to the date hereof.

b. Amendments. No amendment, or modification of this Agreement, or any additional terms and conditions, shall be valid unless evidenced in a writing specifically identifying this Agreement and signed by a duly authorized representative of Consultant and a duly authorized representative of City.

c. Interpretation. The Parties agree that each has had the opportunity to review this Agreement and seek advice of counsel and that this Agreement shall not be construed against one Party or the other as the drafter of this Agreement.

d. Conflicts. In the event of a conflict between the terms and conditions of this document and the Exhibits, or Addendums, if any, which form a part of this Agreement, this document shall prevail unless the change relates to an insurance obligation or express reference is made in such Exhibit or Addendum to amending specific provisions of this document and the same is signed by a duly authorized representative of Consultant and a duly authorized representative of City. In the event of a conflict between the terms and conditions of

this Agreement and any subsequent documents, including without limitation, Work Requests, field work orders, work tickets, purchase orders, confirmations, invoices, statements, published rate or price schedules, or any other documents used by either Party in the normal course of business, the terms and conditions of this Agreement shall prevail unless express reference is made therein to amending specific provisions of this Agreement and the same is signed by a duly authorized representative of Consultant and a duly authorized representative of City.

e. Assignment. Neither Party shall assign this Agreement, nor subcontract the whole or any part of the Services to be performed hereunder, without the non-assigning Party's prior written consent. Consent to any such assignment or subcontract shall not relieve the assigning Party, or its surety if there be a surety, of any liability for the full and faithful performance of this Agreement according to all its terms and conditions. Any such assignment shall be made subject to all the terms and conditions of this Agreement, and no such assignment shall ever be construed to limit, decrease, or increase any of the rights or obligations of the non-assigning Party hereunder. Unless expressly provided otherwise, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Consultant to any City contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and not for the benefit of any other party.

f. Waiver. No benefit, right or duty provided by this Agreement shall be deemed waived unless the waiver is reduced to writing, expressly refers to this Agreement, and is signed by both Parties. The waiver of one instance of any act, omission, condition, or requirement shall not constitute a continuing waiver unless specifically so stated in the aforesaid written waiver instrument. Further, a waiver by either Party of any one or more defaults by the other hereunder shall not operate as a waiver of any other defaults (whether past or future) of a like or of a different character.

g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

h. Survival. The provisions of this Agreement which are intended to extend beyond its termination, including without limitation, the limitation of liability, warranty, and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder which are not fully discharged prior to the termination of this Agreement, shall survive termination to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.

i. Authority of Executing Parties. Each of the persons executing this Agreement represents and warrants that they have full right and authority to execute this instrument on behalf of City or Consultant, respectively, and to legally bind such Party to the fulfillment of all of the provisions hereof.

j. Partial Invalidity. In the event any provision (or portion thereof) of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, said provision (or portion thereof) shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it comply with said law, rule, or regulation, and this Agreement as so modified, shall remain in full force and effect. If necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity or unenforceability shall not affect the remaining provisions or application thereof which can be given effect without the invalid portion or application.

INTENDING TO BE LEGALLY BOUND, the Parties, or their duly authorized representatives, have executed this Agreement in multiple original counterparts, each of which shall be deemed to be an original document for all purposes, as of the date first written above, but effective as of the Effective Date.

CONSULTANT: Peloton Land Solutions, Inc. Tax ID No. _____ By: _____ Name: _____ Title: _____	CITY: By: _____ Name: _____ Title: _____
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EXHIBIT A
WORK ORDER

Client Project #: _____
Peloton Project #: _____

THIS IS A WORK ORDER effective as of _____ ("Effective Date")

between _____ ("Client") and

Peloton Land Solutions, Inc. ("Peloton").

Referenced Original MSA: _____

Project Name, Phase, Address, etc. ("Project"): _____

Work under this Agreement is generally identified as follows:

[describe or "See attached Exhibit 'B'" with attachment]

Basis of Payment— Lump Sum & Hourly Plus Direct Expenses

In accordance with the terms of this Agreement, Client will compensate Peloton as follows ("Compensation"):

[dollar amount and/or "See attached Exhibit 'B'" with attachment]

Lump Sum Services: The Compensation amount billed monthly for Lump Sum Services will be based upon Peloton's estimate of the percentage of the Services actually completed during the billing period

Hourly Services: The portion of the Compensation amount billed monthly for Hourly Services will be based upon an amount equal to the cumulative hours charged to the Project by each class of Peloton's employees times standard hourly rates for each applicable billing class.

Direct Expenses: Direct Expenses and Peloton's consultants' charges, if any, will be billed on a monthly basis.

Peloton's standard hourly rates and Direct Expense rates are attached as Appendix 1.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order, the Effective Date of which is indicated above.

Client

Peloton Land Solutions, Inc.

BY Title

BY Title

Signature Date

Signature Date

EXHIBIT B

SCOPE/FEE

Appendix 1

DFW Rate Schedule (2021)

Project Principal.....	\$230 - 340
Sr. Project Manager.....	\$200 - 260
Project Manager.....	\$155 - 220
Sr. Civil Engineer.....	\$160 - 235
Civil Engineer.....	\$120 - 190
Civil Designer.....	\$95 - 155
Engineer-In-Training	\$95 - 135
Engineering Intern.....	\$55 - 65
Sr. Planner	\$125 - 200
Planner	\$75 - 125
Planning Intern.....	\$50 - 60
CADD Technician	\$50 - 115
Sr. Survey RPLS.....	\$160 - 250
Survey RPLS	\$125 - 160
Sr. Survey Technician	\$105 - 150
Survey Technician.....	\$50 - 105
Party Chief.....	\$80 - 125
Instrument Man.....	\$50 - 100
Remote UAV Pilot.....	\$150 - 200
Construction Administrator	\$100 - 160
Sr. Environmental Scientist	\$130 - 190
Environmental Scientist	\$75 - 130
Certified Arborist.....	\$150 - 170
Sr. GIS Specialist.....	\$150 - 210
GIS Specialist	\$120 - 190
Landscape Architect.....	\$100 - 160
Project Accountant.....	\$90 - 140
Administrative Assistant	\$60 - 90

Rates for Direct Expenses are as follows:

Mileage (Auto).....	IRS Std. Rate
Mileage (Field Truck)	IRS Std. Rate
Field Survey / GPS Equipment	\$200/day
Meals and Lodging.....	at cost x 1.10
Reprographics	at cost x 1.10
Other Direct Expenses	at cost x 1.10

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.

EXHIBIT C

Minimum Insurance Requirements To Be Maintained by Consultant

Consultant agrees to maintain the following insurance:

Worker's Compensation Insurance as prescribed by applicable law.

Employer's Liability Insurance including insurance covering liability under the Longshoremen's and Harbor Worker's Act, the Jones Act and the Outer Continental Shelf Lands Act, if applicable. The limits of liability of such insurance shall be as prescribed by applicable law or if not prescribed by applicable law shall be not less than \$1,000,000 per occurrence.

Commercial or Comprehensive General Liability Insurance (Bodily Injury and Property Damage) including the following supplementary coverage: (i) Contractual Liability to cover liability assumed under this Agreement, (ii) Product and Completed Operations Liability Insurance, (iii) Broad Form Property Damage Liability Insurance, and (iv) explosion, collapse and underground hazards. The limit of the liability for such insurance shall not be less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limit is provided, total coverage shall not be less than \$1,000,000.

Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, with aggregate limit reinstated annually. The Professional Liability Insurance policy shall be written on a claims-made basis with retroactive coverage. Consultant will maintain this policy for a period of two (2) years after the completion of the Services at issue or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limited is provided, total coverage shall not be less than \$1,000,000.

Excess Liability or Umbrella insurance following form with the above coverage with limits of not less than \$2,000,000 for contractors who perform work solely on land based onshore, non-maritime locations.

The above insurance shall include a requirement that the insurer provide the other Party with 30 days' written notice prior to the effective date of any cancellation or material change of the insurance. Each Party shall provide the other Party with a certificate of insurance evidencing the above insurance policies upon request.



City of Saginaw

Meeting Date: 4/5/2022

Staff Contact: Janice England
City Secretary

Agenda Items: (14)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Consideration and Action regarding Appointment to Library Board

BACKGROUND/DISCUSSION:

The Library Board consists of seven (7) members. Members serve a three year term that is concurrent with the Mayor's term. Earlier this year Member Frances Patty resigned from her position on the Library Board. In January, Ms. Tricia Barbarick submitted an application to serve on the Library Board. Ms. Barbarick is a long time library user and active in library programs. She has also attended several Library Board Meetings. A copy of her application is attached. At their February 8th Meeting, the Library Board voted unanimously to recommend the City Council appoint Ms. Barbarick to the Library Board. Library Director Ritchie has also recommended Ms. Barbarick to fill the vacant position.

Note: This appointment was placed on the agenda now since the appointments/reappointments to the Library Board won't come up until 2024. Board appointments/reappointments information and recommendations will be presented by the Council Boards/Commissions Sub Committee in the coming months.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff along with the Library Board recommends approval of the appointment of Tricia Barbarick to the Library Board.

ATTACHMENTS:

Description

Library Bd Member List & Application from T. Barbarick

LIBRARY BOARD

Terms are Concurrent with Mayors' Term of Office (Expire May 2024)

Rick Russell, Chairman

Frances Poteet, Vice Chairman

Belinda Henson, Secretary

Helen Trammell, Member

Mary Nichols, Member

Frances Patty, Member

Resigned

Jean King, Member

Janice England

From: noreply@civicplus.com
Sent: Friday, January 28, 2022 2:48 PM
To: Keith Rinehart; Janice England
Subject: Online Form Submittal: Citizen Board of Interest Application

Citizen Board of Interest Application

Contact Information

Resident
Since 2009

First Name Tricia

Last Name Barbarick

Address1

City Saginaw

State TX

Zip 76131

Phone Number

Email Address

(Section Break)

I Am Interested In
Serving On The
Following Board(s) Library Board (12)

1st Choice library board member

2nd Choice library board member

3rd Choice library board member

Present Occupation and
Place of Employment Student Services Coordinator at Legacy Classical Christian
Academy

Employment (work)
Phone Number

Are You a Registered
Voter of Saginaw Texas? Yes

Community
Organizations and/or
Professional
Memberships

n/a

Current or Previous
Service on City
Boards/Committees

n/a

Reason(s) for which you
wish to be considered for
appointment

I have a passion for learning and love our library.

What personal
qualifications can you
bring to this
board/committee?

I work in education.

What meeting(s) have
you attended of the
committee(s) for which
you are being considered?

(Section Break)

If I Am Selected To Serve On The Board(s), I Will Participate.

Date

01/28/2022

Signature

Tricia Barbarick

Email not displaying correctly? [View it in your browser.](#)