



City of Saginaw

Meeting and/or Executive Session Agenda

Tuesday, January 21, 2025, 6:00 PM
333 West McLeroy Boulevard
Saginaw, Texas 76179

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

1A. Call To Order -- Todd Flippo, Mayor

1B. Pledges--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"

1C. Invocation--Pastor Ronnie Mills, Saginaw Family Bible Church

1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments.

2. Consent Agenda

All items listed 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.

2A. Action regarding Minutes, January 7, 2025--Janice England, City Secretary

2B. Action regarding Approval for Weaver and Tidwell, LLP to perform the Fiscal Year 2024-2025 Audit--Kim Quin, Finance Director

3. Proclamations-Presentations

3A. Employee Recognitions/Presentations--Gabe Reaume, City Manager

3B. Presentation of the Government Finance Officers Association Distinguished Budget Presentation Award--Kim Quin, Finance Director

3C. Presentation of Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024--Jennifer Ripka, Weaver & Tidwell LLP

4. Business

4A. Consideration and Action Regarding 2025 Bond Committee Project Recommendation--Lee Howell, Asst. City Manager

4B. Consideration and Action regarding Resolution No. 2025-01, Calling a General Election to Elect the Offices of City Council Place 1, City Council Place 3, and City Council Place 5 to be held on May 3, 2025--Janice England, City Secretary

4C. Consideration and Action regarding Resolution No. 2025-02, Amending the Code of Conduct and Rules of Procedure for City Council Meetings by Adopting New Policies Governing the Right of the Public to Request an Agenda Item and Governing the Right to Speak to the Council via a Designated Group Representative; Promulgating Guidelines and Recommendations for addressing the City Council--Paul Felegy, Mayor Pro-Tem; Brack St. Clair, Councilmember; & Cindy Bighorse, Councilmember

4D. Discussion of 2025 Work Plan Projects--Gabe Reaume, City Manager

5. Executive Session

The City Council may take action on any Executive Session item posted.

5A. 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:

5B. Any Posted Item

5C. Proposed Texas Department of Housing and Community Affairs low-income housing unit application involving 9% Housing Tax Credit Program on behalf of Saginaw Main Apts., LP, relating to property located at 615 North Saginaw Boulevard

5D. 551.087 Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

5E. 400 S. Saginaw Blvd. and 405 S. Belmont St.

5F. 551.074. Texas Government Code. Personnel Matters. The City Council may convene in executive session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including deliberation regarding the following officers or employees:

5G. City Secretary

6. Adjournment

6A. Adjournment--Todd Flippo, Mayor

Date Posted: _____ Time: _____ By:

Date Retrieved: _____ Time: _____ By:

Date Posted: January 16, 2025



City Council Memorandum

A. Action regarding Minutes, January 7, 2025--Janice England, City Secretary

Meeting	Agenda Group
Tuesday, January 21, 2025, 6:00 PM	Consent Agenda Item: 2A.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on January 7, 2025 are presented for consideration

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

Attachments

[Draft Minutes, January 7 2025.pdf](#)

**The following document is a draft of the minutes and the not the official approved
minutes**

City of Saginaw

Minutes of the City Council Meeting

Held on January 7, 2025

333 West McLeroy Blvd.

Present at the Meeting:

- Todd Flippo, Mayor
- Paul Felegy, Mayor Pro-Tem, Place 1
- Nicky Lawson, Place 2
- Valerie Junkersfeld, Place 3
- Brack St. Clair, Place 4
- Cindy Bighorse, Place 5
- Mary Copeland, Place 6
- Bryn Meredith, City Attorney
- Lee Howell, Asst. City Manager
- Kim Quin, Finance Director
- Janice England, City Secretary
- Russell Ragsdale, Police Chief
- Corey Burnett, Police Lieutenant
- Doug Spears, Fire Chief
- Jarred Coursey, Asst. Director of Public Works
- Keith Rinehart, Director of Community & Economic Development
- Melanie McManus, Director of Human Resources
- Ellen Ritchie, Library Director
- Pedro Zambrano, Communications Manager
- Lorraine Irby, Municipal Court Judge

Absent from the Meeting:

- Trenton Tidwell, City Engineer
- Gabe Reaume, City Manager

Visitors at the Meeting:

- Valentino Gutierrez
- Joe Knox Reed

- Mark Towns
- Nathan Towns
- Josh Roberson
- Ericka Gambill
- Kristie Dean
- Duane Mann
- Ronnie Horton

1. Call To Order

1A. Call To Order -- Todd Flippo, Mayor

Mayor Flippo called the meeting to order at 6:00 p.m.

1B. Pledges--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"

1C. Invocation--Dr. Mark Towns, First Baptist Church

Dr. Mark Towns of the First Baptist Church gave the invocation.

1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments.

2. Consent Agenda

Motion was made by Councilmember Junkersfeld with a second by Mayor Pro-Tem Felegy to approve the Consent Agenda as presented. Motion carried unanimously. 7-0-0-0

2A. Action regarding Minutes, November 19, 2024--Janice England, City Secretary

2B. Action regarding Minutes, December 3, 2024--Janice England, City Secretary

2C. Action regarding Ordinance No. 2025-1, Appointment of Municipal Court Judge and Associate Judges; and Approval of Municipal Court Judge Agreement--Kim Quin, Finance Director

In January of 2012, a Municipal Court of Record was established by the City Council. Attorney Lorraine Irby was appointed Judge in 2012 and she has been reappointed since that time. Associate Judges are appointed in conjunction with the Judge's appointment. The current

Associate Judges are Wendy Cooper, Stewart Bass, and Bonnie Wolf. The current term of office for the Judge and Associate Judges expire on January 31, 2025. Ordinance No. 2025-01 reappoints the Judge and Associate Judges for a one year term that will expire January 31, 2026. The proposed Municipal Court Judge Agreement is the same as the current agreement. The annual cost of the Judge's services is \$45,360 and up to \$350 for training expenses. The cost of the agreement is included in the FY 2024/2025 Adopted Budget. Staff recommends approval.

2D. Action regarding Reappointment of Tax Increment Reinvestment Zone No. 1 Board of Directors--Janice England, City Secretary

The terms of office of five (5) members of the Tax Increment Reinvestment Zone No. 1 Board of Directors expired on December 31, 2024. Terms of office are two years. The members with expired terms are: Place 1-Todd Flippo, Place 2-Paul Felegy, Place 3-Nicky Lawson, Place 4-Valerie Junkersfeld, and Place 6-Cindy Bighorse. Action must be taken to reappoint the five members listed.

3. Proclamations-Presentations

3A. Employee Recognitions/Presentations--Lee Howell, Asst. City Manager

Communications Manager Zambrano recognized the members of the City Staff as well as volunteers that assisted with the many events held during 2024.

3B. Discussion regarding Senior Center--Joe Knox Reed

Mr. Joe Knox Reed addressed the City Council. He requested the Council's consideration of naming the new senior center in honor of Ms. Gloria Dale Reed. He gave a brief history of Ms. Reed's service to the City over the past 60+ years. He added that Ms. Reed has always supported the Saginaw community; worked tirelessly to bring a senior citizen living complex to Saginaw; and loves this community. He expressed his appreciation for the Council's time and consideration. Mayor Flippo requested that staff email the resolution establishing the criteria and guidelines for naming city facilities to the Council for review.

3C. Branding Guideline Update Workshop - Work Plan Project -- Pedro Zambrano, Communications Manager

Communications Manager Zambrano updated the Council on the branding guidelines. Seven options for an official City Logo were presented for consideration. After some discussion, the Council narrowed the number of options to two. Those two were option 4 and option 5. The Council concurred to let the citizens of Saginaw vote on the two options. Communications

Manager Zambrano stated that the results of voting by the citizens as well as a resolution addressing the logo and its use would be presented to the Council at a future meeting.

At this point in the meeting Mayor Flipppo recognized Mr. Valentino Gutierrez. Mr. Gutierrez requested to address the Council. City Attorney Meredith explained that the Council could hear Mr. Gutierrez but not deliberate or respond to him since he is not speaking on an item listed on the agenda. Mr. Gutierrez addressed the Council. He expressed his concerns regarding city employees and their lack of respect for citizens. He also gave a prayer urging everyone to treat all people with respect.

4. Executive Session

Mayor Flipppo declared the meeting recessed into Executive Session at 6:22 p.m.

Councilmember Junkersfeld left the meeting at this time due to a Conflict of Interest.

4A. 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:

4B. Any Posted Item

4C. 400 S. Saginaw Blvd. and 405 S. Belmont St.

4D. 551.087. Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City, and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

4E. 400 S. Saginaw Blvd. and 405 S. Belmont St.

5. Adjournment

5A. Adjournment--Todd Flipppo, Mayor

Mayor Flipppo declared the meeting back in Regular Session at 6:53 p.m.

Motion was made by Councilmember Bighorse with a second by Councilmember St. Clair to adjourn the meeting. Motion carried unanimously. 6-0-0-1 (Junkersfeld Absent)

Mayor Flippo declared the January 7, 2025 City Council Meeting adjourned at 6:54 p.m.



City Council Memorandum

B. Action regarding Approval for Weaver and Tidwell, LLP to perform the Fiscal Year 2024-2025 Audit--Kim Quin, Finance Director

Meeting	Agenda Group
Tuesday, January 21, 2025, 6:00 PM	Consent Agenda Item: 2B.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

After proposals for professional auditing services were evaluated, the City Council approved a contract with Weaver and Tidwell, LLP on June 18, 2024. The contract was for a two year period with the option for three one year extensions. This will be the second year of the initial contract.

FINANCIAL IMPACT:

The cost of audit will be \$62,500 which includes a single audit, required due to the expenditure of American Rescue Plan Act grant proceeds.

RECOMMENDATION:

Staff recommends awarding a contract to Weaver and Tidwell for professional auditing services for the fiscal year ending 2024-2025.

Attachments

[City of Saginaw 2025 Audit Engagement Letter.pdf](#)

January 15, 2025

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

Dear City Council Members and City Management:

You have requested that Weaver and Tidwell, L.L.P. ("Weaver", "our", "us", and "we") audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Saginaw, Texas (the "City"), as of September 30, 2025, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2025.

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

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

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

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

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

1. Introductory Section

Weaver and Tidwell, L.L.P.

2. Statistical Section

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

Applicable Standards and Framework

The auditing standards applicable to this engagement will be U.S. GAAS (generally accepted auditing standards in the United States of America) and, if applicable, the Government Auditing Standards ("GAGAS"), any state or regulatory audit requirements, the Single Audit Act Amendments of 1996, and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

The financial reporting framework applicable to this engagement is U.S. GAAP (generally accepted accounting principles in the United States of America).

Engagement Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with applicable auditing standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the financial statements.

Our Responsibilities

We will conduct our engagement in accordance with the applicable standards described above. As part of an engagement conducted in accordance with the applicable standards, we exercise professional judgment and maintain professional skepticism throughout the engagement.

We also do the following:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit that we have identified during the engagement.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the ability to continue as a going concern for a reasonable period of time.

If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may exist and not be detected, even though the audit is properly planned and performed in accordance with applicable standards.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The accompanying supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with applicable standards. Our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

Our responsibilities for this engagement are limited to the period covered by our engagement and do not extend to any other periods.

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

We expect to begin our procedures in July 2025, and issue our report in January 2026. We will issue a written report only upon completion of our engagement. Our report will be addressed to City Council and Management of the City.

We cannot provide assurance that an unmodified audit opinion will be expressed. Circumstances may arise in which it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraphs, delay the initiation or completion of our engagement, or withdraw from the engagement. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance.

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

GAGAS

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will consider the entity's internal control over financial reporting and perform tests of the entity's compliance with the provisions of applicable laws, regulations, contracts, and grant agreements that could have a direct and material effect on the determination of financial statement amounts.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and

grant agreements, including the results of that testing. However, providing an opinion on internal control over financial reporting and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Uniform Guidance

Our audit of the entity's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance (including the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs).

Our procedures will include tests of accounting records and a determination of major federal award programs in accordance with the Uniform Guidance. We will also perform other procedures we consider necessary to enable us to obtain reasonable assurance about whether the entity complied with applicable laws, regulations, and provisions of contracts and grant agreements applicable to major federal award programs, so that we may express an opinion or disclaimer of opinion on major federal award program compliance and render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

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

Required Supplementary Information (RSI)

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

Non-Attest Services

We will perform this additional non-attest (non-audit services) as part of this engagement.

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

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the financial statements and related schedules or disclosures as these

actions are deemed a non-attest service. The entity has designated Kim Quin, Finance Director to oversee these services.

These non-attest services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

Third-Party Service Providers

Depending on the requirements of this engagement, we may use the services of our affiliate, Weaver and Tidwell India LLP, a limited liability partnership incorporated in India, or one or more other third-party service providers to assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of confidential information and ensure the confidential information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of confidential information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

Management's Responsibilities

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

- a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework described above;
- b. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. the design, implementation, and maintenance of programs and controls to prevent and detect fraud;
- d. informing us of any known or suspected fraud involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the financial statements (including any allegations of fraud or suspected fraud received in communications from employees, former employees, regulators, or others);
- e. providing us with:
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, such as records, documentation, and other matters;
 - ii. additional information that we may request from management for the purpose of the engagement; and
 - iii. unrestricted access to persons from whom we determine it necessary to obtain evidence;
- f. including our report, and our report on any supplementary information if described above, in any document containing financial statements that indicates that such financial statements have been audited by us;
- g. identifying and ensuring compliance with the laws and regulations applicable to activities;
- h. adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

- i. maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- j. the accuracy and completeness of all information provided;
- k. with regard to the supplementary information referred to above: (a) the preparation of the supplementary information in accordance with the applicable criteria; (b) providing us with the appropriate written representations regarding supplementary information; (c) including our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) presenting the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
- l. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to violations of laws, governmental regulations, grant agreements, or contractual agreements;
- m. identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- n. providing us with access to all information of which management is aware that is relevant to federal award programs;
- o. preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- p. the design, implementation, and maintenance of internal control over compliance;
- q. identifying and ensuring that entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- r. following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- s. following up and taking corrective action on current period audit findings and preparing a corrective action plan for such findings;
- t. submitting the reporting package and data collection form to the appropriate parties;
- u. making us aware of any significant vendor relationships where the vendor is responsible for program compliance;
- v. informing us of facts that may affect the financial statements of which you may become aware during the period from the date of our report to the date the financial statements are issued; and
- w. confirming your understanding of your responsibilities in this letter to us in your management representation letter.

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

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience;

evaluate the adequacy and results of the services; and accept responsibility for them. We will perform any such non-attest services in accordance with applicable professional standards.

During the course of our engagement, we will request information and explanations from management regarding operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will also require, as a precondition to the issuance of our report, that management provide certain representations in a written letter concerning representations made to us in connection with our engagement. You agree that as a condition of our engagement, management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the engagement and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the engagement; or, worse, could cause a material error or a fraud to go undetected by our procedures.

Fees and Invoicing

We estimate the fee for this engagement will be \$56,500 for the financial statement audit and \$6,000 for the single audit, as applicable. The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. Our fee estimate does not contemplate our consultation with you on the adoption of new accounting standards or any future increased duties we may have because of the actions of any regulatory body, implementation of any new auditing standard, or occurrence of an unknown or unplanned significant transaction. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices are payable on presentation and will be rendered (generally monthly) as work progresses.

Documentation and Deliverable

The documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information.

If you intend to make reference to our firm or include a report or portion of a report we issue in a published document or other reproduction that includes a modified version of the report or financial information to which it was attached, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing unmodified reports along with the attached financial information or dissemination of your financial information as a standalone document, such as on your website.

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

Consistent with professional standards, our firm is subject to peer review and inspection by the PCAOB. Those programs require that our system of quality management and a sample of our work be periodically examined by another independent accounting firm or the PCAOB, respectively. A copy of our latest external peer review report is available at peerreview.aicpa.org. The work we perform for you may be selected for review. If it is, we will provide

January 15, 2025

the reviewers with the required information without notice to you. Professional standards and PCAOB regulations provide the applicable confidentiality requirements.

Incorporated General Terms

Attached are our General Terms that provide additional terms (including but not limited to provisions on confidentiality, limitations on liability, indemnifications, dispute resolution, jury waiver, etc.) for this engagement. Those terms are incorporated and apply to all services described herein.

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

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas

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

City of Saginaw, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL TERMS

1. Expenses.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. The total amount stated on each invoice will include a separate administrative and technology charge. The charge represents an estimated allocation of our support personnel, telecommunication, and technology infrastructure expenses. The amount stated on each invoice will also include any sales, use, gross receipts, excise, or other transaction tax imposed on our fees or expenses.

2. Payment.

Any disagreement with the charges must be communicated to us in writing within thirty (30) days of the invoice date, after which any right to contest the invoices will be waived. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to any uncontested outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) of the unpaid balance per month. If invoices are not paid within ninety (90) days of the invoice date, this engagement (and any other engagements for the same party) will be placed on hold and we will stop work until the balance is brought current, or we may withdraw, and we will not be liable for any damages that may result.

3. Term.

A. This engagement ends at the earlier of the completion of our services described above, the provision of any deliverables described above, or the termination of this engagement. Any party may earlier terminate this engagement at any time with ten (10) days' written notice to the other party. If the engagement is terminated, our engagement will be deemed to have been completed upon written notification of termination, and we will be paid for our time expended and expenses incurred through the date of termination.

B. If we are requested to perform additional services not addressed in this engagement letter, we will communicate our ability to perform the services, the scope of additional services we agree to perform, and the fee arrangements we would use. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting the arrangement for performance of such additional services, those services will continue to be governed by the terms of this engagement letter.

4. Ethical Conflict Resolution.

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either

the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will provide notice of such conflict as soon as practicable and discuss any possible means of resolving the conflict prior to suspending our services.

5. Non-Solicitation of Our Staff.

We value every one of our partners, employees, and contractors and have spent a great deal of time and resources to locate, train, and retain those individuals. Accordingly, during the term of this engagement letter and for two (2) years after the later of the termination of this engagement letter or conclusion of the performance of all of our services performed hereunder, no party, whether voluntarily or involuntarily, directly or indirectly, will solicit to employ or engage, on a partner, employee, contractor, or other basis, any of our partners, employees, or contractors who perform these services, without obtaining the prior written consent of our CEO or COO.

6. Confidentiality.

A. During the course of this engagement, the parties may disclose to each other, orally, in writing, or otherwise, information that is identified as or which is otherwise categorized by law as proprietary, confidential, or privileged ("Confidential Information"). Confidential Information does not include material which (i) is in the public domain through no fault of the receiving party, (ii) was already known to the receiving party before it was first disclosed to the receiving party by or on behalf of the disclosing party related to this engagement, (iii) is received by the receiving party from third-parties without confidentiality restrictions, unless those third-parties were acting for or on behalf of the disclosing party related to this engagement, or (iv) is developed by the receiving party independently of, and without reference to, any Confidential Information communicated to the receiving party by or on behalf of the disclosing party. We will use the Confidential Information disclosed to us during this engagement solely to perform services for which we have been engaged.

B. We may be requested to make the Confidential Information available to regulators and other government agencies, pursuant to authority given by law or regulation. Responding to many such requests is mandatory. In those cases, access to such Confidential Information will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected portions of the Confidential Information. The requesting party may intend or decide to distribute the

copies or information contained therein to others, including other regulators or agencies.

C. Unless otherwise stated herein, prohibited by law or direction of law enforcement, or agreed in writing, the parties will (i) provide prompt notice of any request received to make Confidential Information pertaining to this engagement, including any of our work product, available to outside parties not involved in the performance of these services and (ii) obtain written consent from the affected party before disclosing the Confidential Information in response to the request. If consent is withheld, the parties will cooperate with any lawful efforts taken to minimize the disclosure or protect the Confidential Information.

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

E. The parties agree to maintain Confidential Information using the same standard of care each uses to protect its own information of like importance but in no case less than a reasonable standard of care.

F. All rights to Confidential Information (including patent, trademarks, copyrights, or other intellectual property rights) shall remain vested in the disclosing party, and no rights in the Confidential Information are vested in the receiving party, except the limited right to use the Confidential Information solely to perform its obligations or exercise its rights under this engagement letter.

G. We will return or destroy the Confidential Information upon the disclosing party's request within a reasonable period of time, except that we will maintain any copies of the Confidential Information for the period necessary to comply with any applicable laws or professional standards and our own document retention policy (e.g. we will maintain our workpapers for seven (7) years from the date of any attest report we issue). Following such a period, we may destroy the Confidential Information without notice.

H. We may at times provide (i) documents marked as drafts or (ii) preliminary or ancillary information or advice (not included in a final deliverable). Those documents, information, and/or advice are for review and consideration purposes only and should not be relied upon or distributed, and should be destroyed, unless otherwise required by law.

If further analysis, information, or advice is desired, we will be informed in writing. We may assist if the matter is within our expertise. Unless already encompassed by the scope of our engagement letter, if we agree to provide such further assistance, our services will be handled as additional services in the manner described above.

I. We may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms to facilitate this engagement. Please be aware that those mediums inherently pose a risk of misdirection or interception of Confidential Information. Any request to limit such transmissions or use a different means of transmission or storage must be made in writing and we will not be responsible for any resulting compromise in data security.

J. We do not act as the host or repository of financial or non-financial information or as an information back-up service provider for our clients. It is the responsibility of our clients to maintain a complete set of their own financial and non-financial data and records. If some portion of the data and records is contained only within our files, inform us before the issuance of our deliverable and we will provide a copy.

K. Unless otherwise stated herein or agreed in writing, neither this engagement nor engagement letter is intended for the benefit of any third party. Any party may inform us of any third party who will receive our deliverable. If we are not informed in writing by a party, we are not aware of the identity of such third parties and we do not anticipate their reliance upon our professional services or deliverable unless otherwise agreed in writing.

7. Limitations on Liability and Indemnifications.

A. Each party to this engagement letter other than us gives the following releases and indemnifications to us and our affiliates' partners, employees, and contractors, and each of their heirs, executors, personal representatives, successors and assigns ("Our Representatives"). We and Our Representatives are hereby released, indemnified, and held harmless, from and against any liability and costs, including related liabilities, losses, damages, costs, expenses, and attorneys' fees, resulting from or arising out of: (i) knowing misrepresentations or unintentional or unauthorized disclosures to us or Our Representatives by any party (other than us) or the officers, employees, or others acting or purporting to act on their behalf, (ii) disclosure of our work product to anyone not a party to this engagement letter who we were not informed of in advance, or (iii) misdirection, interception, or failed delivery of information connected with this engagement during transmission, submission, or storage.

B. Our and Our Representatives' total aggregate liability pertaining to this engagement and engagement letter shall be limited to one (1) times the amount of our fees (excluding any reimbursable expenses) the party bringing the claim paid to us for the services in question. In no event shall we or Our Representatives be liable for indirect, incidental, consequential, special, multiple, exemplary, or punitive losses or damages—even if advised of their possible existence.

C. Satisfaction of a claim or cause of action arising from nonattest services (if any) which are part of this engagement or performed pursuant to this engagement letter shall only be sought from the limited liability partnership, Weaver and Tidwell, L.L.P. In no event will our partners, directors, employees, or agents be individually liable for any liability, damages, expenses, or losses of any nature, caused by or resulting from the engagement, engagement letter, or use of our work product. While we are entering into this engagement letter on our own behalf, this paragraph is also intended for the benefit of Our Representatives.

D. All limitations on liability and indemnifications contained herein shall apply to the fullest extent permissible by applicable laws and professional standards (including, without limitation, any applicable rules and interpretations of the AICPA, PCAOB, and SEC), regardless of the cause of action (whether contract, negligence, or otherwise), except as finally determined to have resulted solely from our fraud, gross negligence, or willful misconduct.

8. Dispute Resolution Procedure including Jury Waiver.

A. No claim arising out of or relating to this engagement or engagement letter shall be filed more than two (2) years after the earlier of the termination of this engagement or the date of the delivery of our work product in question, if any. This limitation applies and begins to run even if no damage or loss has been suffered, or the injured or damaged party has not become aware of the existence or possible existence of a dispute.

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

C. This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of

or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Harris County, Texas.

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

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

F. If because of a change in status or due to any other reason, any of the terms of this engagement or any contract we have now or enter into in the future with any of the other parties, would be prohibited by, or would impair our independence when required under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

9. Miscellaneous.

A. We have non-CPA owners who may provide services pertaining to this engagement.

B. We do not provide legal advice or services. If necessary, refer to appropriate legal counsel for advice or services of that nature.

C. This engagement letter sets forth all agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.



Report on Firm's System of Quality Control

September 19, 2022

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

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP



City Council Memorandum

B. Presentation of the Government Finance Officers Association Distinguished Budget Presentation Award--Kim Quin, Finance Director

Meeting	Agenda Group
Tuesday, January 21, 2025, 6:00 PM	Proclamations-Presentations Item: 3B.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

This item is for presentation of the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award. This award represents a significant achievement of the City. It reflects the commitment of the City Council and staff to meeting the highest principles of governmental budgeting. In order to achieve the award the budget document must meet fourteen mandatory criteria showing the document to be a policy document, a financial plan, an operations guide, and a communication device.

In addition to the award the document was awarded special recognition for the performance measures sections.

This year's award is due to the hard work and dedication of Elizabeth Thorp, Finance Manager. It is the first time that GFOA has given special recognition to the document for the performance measures.

This is the 38th year that the City of Saginaw has received this award.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

Attachments

[GFOA Press Release.pdf](#)

[GFOA Award.pdf](#)



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

1/9/2025

For more information, contact:
Technical Services Center
Phone: (312) 977-9700
Email: budgetaward@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association is pleased to announce that **City of Saginaw, Texas** 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.

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 22,500 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, 2024

Christopher P. Morill

Executive Director



City Council Memorandum

C. Presentation of Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024--

Jennifer Ripka, Weaver & Tidwell LLP

Meeting	Agenda Group
Tuesday, January 21, 2025, 6:00 PM	Proclamations-Presentations Item: 3C.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

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

Jennifer Ripka, a partner with Weaver and Tidwell, LLP will present the report.

A hard copy of the report will be distributed at the City Council meeting. If the report is available before the meeting, an electronic copy will be distributed.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

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



City Council Memorandum

A. Consideration and Action Regarding 2025 Bond Committee Project Recommendation--Lee Howell, Asst. City Manager

Meeting	Agenda Group
Tuesday, January 21, 2025, 6:00 PM	Business Item: 4A.
Reference File	
Community Goals	

The 2025 Bond Committee met in a series of meetings from November 12, 2024 to January 6, 2025. Staff presented details of potential projects. Committee members received an overview of projects from staff and Kimley Horn. Finance Director Kim Quin presented on debt capacity and tax rates. Tours were scheduled of the North Richland Hills, Hurst, and Fort Worth North Animal Campus shelters. Committee Members were able to ask questions and discuss priorities. In the final meeting, the Committee was tasked with ranking the projects by numerical score, in order of importance to the community, 1 to 20, and the numbers were totaled.

The attached document "Bond Committee Projects Ranking" reflects the overall Committee ranking. Estimated project costs for streets and parks projects were calculated by Kimley Horn. The new animal shelter cost is from the Animal Shelter Needs Assessment by Animal Arts, with an inflation factor. Some other projects have been updated by City Engineer Trent Tidwell, to include an inflation factor. It should be noted that inflation factors can vary the total cost of projects dependent on the timing of the schedule. Eleven of the 14 appointees submitted ranking scores. Of those, only one member did not rank the animal shelter project as #1.

Appointed Members of the Committee are:

Judy Deller, Carmen Drake, Lena Goff, Amanda Harper, David Jones, Stacy Liebel, Spencer Meara, Ronda Petty Nyberg, John Peet, Clayton Ray, Rick Russell, Marilyn Tolbert, Adhel Torres, Thomas Weaver.

Attachments

[Bond Committee Projects Ranking_.pdf](#)

Project Name	Project Cost	Project Type	Rank	Score	Notes
Animal Shelter	\$18,500,000	Facility	1	10	
McLeroy Phase 2a - Main Street to Spring Hollow	\$10,329,280	Streets #1	2	60	Excludes design
William Houston Park - Playground	\$2,408,291	Parks	3	67	Parks Board #2
William Houston Park - Baseball Field & Parking	\$5,152,959	Parks	4	72	Parks Board #1
Industrial Phase 1 - Blue Mound to RR	\$6,010,892	Streets #2	5	85	
McLeroy Phase 2b - Spring Hollow to Lavonne	\$10,800,000	Streets #3	6	91	
Industrial Phase 2 - RR to Ardent Mills	\$5,317,892	Streets #4	7	95	
Old Decatur (Sherwood to Longhorn)	\$1,240,000	Sidewalk #1	8	95	
Park Center Blvd Maintenance	\$1,980,000	Streets #5	9	103	
Palomino (Thompson to Saginaw Boulevard)	\$350,000	Sidewalk #2	10	104	
Willow Creek Park - Dog Park	\$1,190,880	Parks	11	106	Parks Board #3
McLeroy Phase 4 - Old Decatur to Willow Creek Park	\$7,000,000	Streets #6	12	107	
Opal St Maintenance	\$3,399,600	Streets #7	13	118	Includes utilities
Highland Station Park - Dog Park, Pickleball and Basketball	\$3,660,000	Parks	14	119	Parks Board #4
Willow Creek Park - Pickleball Court, Parking, and Playground	\$3,400,000	Parks	15	122	Parks Board #5
Basswood (Blue Mound to Whistle Stop)	\$700,000	Sidewalk #3	16	131	
Basswood Intersections - High Country and Grand Central	\$4,100,000	Streets #8	17	144	
East Pond	3,000,000	Parks	18	145	
Basswood Corridor (Reduce from 6 lanes to 4 lanes)	\$3,300,000	Streets #9	19	158	
Highland Station Park - Western Trail	\$710,000	Parks	20	161	Parks Board #6

\$92,549,794



City Council Memorandum

B. Consideration and Action regarding Resolution No. 2025-01, Calling a General Election to Elect the Offices of City Council Place 1, City Council Place 3, and City Council Place 5 to be held on May 3, 2025--Janice England, City Secretary

Meeting	Agenda Group
Tuesday, January 21, 2025, 6:00 PM	Business Item: 4B.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Resolution No. 2025-01 calls the City's General Election to elect the offices of City Council Place 1, City Council Place 3, and City Council Place 5 to be held on Saturday, May 3, 2025, and if required, a Run-Off Election to be held on June 7, 2025.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution No. 2025-01.

Attachments

[El Resolution Call 2025.pdf](#)

RESOLUTION NO. 2025-01

A RESOLUTION OF THE CITY OF SAGINAW, TEXAS, AUTHORIZING AND CALLING FOR A GENERAL ELECTION TO ELECT THE OFFICES OF CITY COUNCIL PLACE 1, CITY COUNCIL PLACE 3, AND CITY COUNCIL PLACE 5 TO BE HELD ON MAY 3, 2025, AND, IF REQUIRED, A RUN-OFF ELECTION ON JUNE 7, 2025; APPROVING A JOINT ELECTION WITH TARRANT COUNTY; AND ESTABLISHING PROCEDURES FOR THAT ELECTION; 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, Section 41.001 of the Texas Election Code (the “Code”) specifies that the first Saturday in May shall be a “uniform election date” and that a general election of a city may be held on that day; and

WHEREAS, the regular election for City Council members of the City is required to be held on May 3, 2025, at which time the voters will elect persons to fill the offices of City Council Place 1, City Council Place 3, and City Council Place 5; and

WHEREAS, it is the City Council’s intent that the election will be held as a joint election, conducted under the authority of Chapter 271 of the Texas Election Code (“Code”); and

WHEREAS, the City Council finds that it is in the public interest to enter into a Joint Election Agreement with Tarrant County (the “Agreement”) to provide the most efficient and convenient voting opportunities; and

WHEREAS, by this Resolution, it is the intention of the City Council to designate a polling place for the election, to appoint the necessary election officers to establish and set forth procedures for conducting the election, and authorize the Mayor to execute a contract with Tarrant County for conducting the election.

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

Section 1. Incorporation. The facts and recitations contained in the above preamble of this Resolution are incorporated herein for all purposes.

Section 2. General Election Called. An election is hereby called to elect the offices of City Council Place 1, City Council Place 3, and City Council Place 5 to serve from May of 2025 until May of 2028 or until their successors are duly elected and qualified. The election shall be held on May 3, 2025 at the location(s) designated in the Joint Election Agreement between the hours of 7:00 a.m. and 7:00 p.m.

Section 3. Joint Election Agreement Approved. The Mayor is authorized to execute the Joint Election Agreement for Tarrant County and the City of Saginaw (the "Agreement") in accordance with Chapter 31, Subchapter D of the Code, and any other applicable statutes and laws. In the event of conflict between this Resolution and the Agreement, the Agreement shall control.

Section 4. Application for Place on Ballot. Qualified persons may file as candidates by filing applications in the office of the City Secretary from 7:30 a.m. to 5:30 p.m., Monday through Thursday, from January 15, 2025 through February 13, 2025; and 7:30 a.m. to 11:30 a.m., on Fridays, January 17, January 24, and January 31, 2025 and February 7, 2025; from 7:30 a.m. to 5:00 p.m. on Friday, February 14, 2025.

Section 5. Early Voting.

a. Early voting clerk. The Tarrant County Elections Administrator ("Elections Administrator"), or their successor, is hereby designated as Early Voting Clerk for the special election. Additional Deputy Early Voting Clerks may be appointed, as provided in the Agreement.

b. Early voting by personal appearance. Early voting by personal appearance shall commence April 22, 2025 and shall continue daily, until April 29, 2025 at the locations designated in the Agreement for joint election. Hours for early voting by personal appearance shall be from 8:00 a.m. to 5:00 p.m., from April 22, 2025 through April 25, 2025; from 7:00 a.m. to 7:00 p.m. on each of April 26, 2025, April 28, 2025, and April 29, 2025; and from 10:00 a.m. to 4:00 p.m. on April 27, 2025.

c. Early voting by mail. Clint Ludwig, the Tarrant County Elections Administrator (“Elections Administrator”) or his successor is hereby designated as Early Voting Clerk for the general election. Applications for early voting by mail may be delivered to the Elections Administrator or his successor at the following address: P.O. Box 961011, 2700 Premier Street, Fort Worth, Texas 76161, FAX: 817-850-2344, Email: votebymail@tarrantcounty.com, not later than close of business on April 22, 2025. Early voting by mail ballots shall be mailed to the Elections Administrator or his successor at P.O. Box 961011, Fort Worth, Texas 76161-0011.

d. Early voting by Ballot Board. Early voting, both by personal appearance and by mail, shall be canvassed by the Early Voting Ballot Board established by Tarrant County under the terms of the Agreement.

e. Recommended Branch Early Voting Polling Places. The Council finds that the following locations can most adequately and conveniently serve the voters in this election, and that these early voting locations will facilitate the orderly conduct of the election:

1. Blue Mound Community Center
1824 Fagan Drive, Blue Mound, Texas 76131
2. Tarrant County Elections Center
2700 Premier Street, Fort Worth, Texas, 76111

Section 6. Appointment of Election Judge and Alternate Election Judge. The Presiding Election Judge and Alternate Presiding Judge shall be appointed by Tarrant County as authorized by Chapter 271 of the Code.

Section 7. Method of Voting. Tarrant County's voting system shall be used for absentee voting by mail; early voting by personal appearance; regular voting on election day and provisional voting. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

Section 8. Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 9. Publication and Posting of Notice of Election. Notice of the election shall be given as required by Chapter 4 of the Code.

Section 10. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 11. Effective Date. This Resolution shall be effective upon its adoption.

ADOPTED AND APPROVED this 21st day of January, 2025.

ATTEST:

APPROVED:

Janice England, City Secretary

Todd Flippo, Mayor

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney



City Council Memorandum

C. Consideration and Action regarding Resolution No. 2025-02, Amending the Code of Conduct and Rules of Procedure for City Council Meetings by Adopting New Policies Governing the Right of the Public to Request an Agenda Item and Governing the Right to Speak to the Council via a Designated Group Representative; Promulgating Guidelines and Recommendations for addressing the City Council--Paul Felegy, Mayor Pro-Tem; Brack St. Clair, Councilmember; & Cindy Bighorse, Councilmember

Meeting	Agenda Group
Tuesday, January 21, 2025, 6:00 PM	Business Item: 4C.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Resolution No. 2025-02 amends the Code of Conduct and Rules of Procedure for City Council Meeting by adopting new policies governing the right of the public to request an agenda item and governing the right to speak to the Council via a designated group representative; promulgating guidelines and recommendations for addressing the City Council.

A subcommittee consisting of Mayor Pro-Tem Felegy, Councilmember St. Clair, and Councilmember Bighorse was formed following the October 1, 2024 City Council Meeting to review the items mentioned above and make a recommendation to the City Council.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

The subcommittee recommends approval.

Attachments

[Resolution 2025-02 with exhibits.pdf](#)

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, AMENDING THE CODE OF CONDUCT AND RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS BY ADOPTING NEW POLICIES GOVERNING THE RIGHT OF THE PUBLIC TO REQUEST AN AGENDA ITEM AND GOVERNING THE RIGHT TO SPEAK TO THE COUNCIL VIA A DESIGNATED GROUP REPRESENTATIVE; PROMULGATING GUIDELINES AND RECOMMENDATIONS FOR ADDRESSING CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in 2018, the City Council established the responsibilities, guidelines, code of conduct and protocols for the Mayor, City Council, and City Manager and adopted Rules of Procedure for City Council Meetings; and

WHEREAS, the City Council now desires to amend the Code of Conduct and Rules of Procedure for City Council Meetings to adopt new policies governing the right of the public to request an agenda item and governing the right to speak to the council via a designated group representative; and

WHEREAS, the amended the Code of Conduct and Rules of Procedure for City Council Meetings is adopted pursuant to the authority set for in Section 551.007(c) of the Texas Government Code (the Texas Open Meetings Act).

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

SECTION 1. PURPOSE

That the City of Saginaw Code of Conduct and Rules of Procedure for City Council Meetings ("Code of Conduct") is hereby amended by adopting new policies governing the right of the public to request an agenda item and governing the right to speak to the City Council via a designated group representative. A copy of the same is attached hereto and incorporated herein for all purposes, as Exhibit "A."

SECTION 2. GUIDELINES AND RECOMMENDATIONS FOR ADDRESSING CITY COUNCIL

That the City of Saginaw Guidelines and Recommendations for Addressing City Council public information sheet ("Guidelines"), attached hereto as "Exhibit "B," is hereby adopted for dissemination to members of the public wishing to speak during City Council meetings. The Guidelines represent a summary of the public speaking rules set forth in the Code of Conduct

and are promulgated to provide guidance and assistance to members of the public, only, and shall not constitute regulations governing public speaking.

**SECTION 3.
EFFECTIVE DATE**

That this Resolution shall take effect from and after its date of its passage.

PASSED, APPROVED and ADOPTED THIS 21st day of January, 2025.

APPROVED:

Todd Flippo, Mayor, City of Saginaw, Texas

ATTEST:

Janice England, City Secretary

Approved as to Form and Legality:

Bryn Meredith, City Attorney

EXHIBIT “A”

City of Saginaw Code of Conduct and Rules of Procedure for City Council Meetings

CITY OF SAGINAW CODE OF CONDUCT AND RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS

STATEMENT OF PURPOSE

To establish the responsibilities, guidelines, code of conduct and protocols for the Mayor, City Council, and City Manager and to adopt Rules of Procedure for City Council Meetings.

SCOPE OF POLICY

1. RESPONSIBILITIES, GUIDELINES, CODE OF CONDUCT AND PROTOCOLS FOR THE MAYOR, CITY COUNCIL AND CITY MANAGER AND RULES OF PROCEDURE FOR COUNCIL MEETINGS.

A. MAYOR-CITY COUNCIL RESPONSIBILITIES

1. Provide vision for Saginaw's future.

2. Annually prioritize achievable goals that realize the vision.

Adopt an Annual Work Plan to delegate to the City Manager. The City Manager will be evaluated primarily based on the execution of the City Council's Annual Work Plan. Success and desired outcomes should be defined and agreed upon by the City Council in consultation with staff.

3. Negotiate and Build Consensus

The City Council should engage the community with information and through the use of City Council Committees, Council-appointed Boards and Commissions, and special Task Forces/ focus groups as necessary.

4. Make Policy Decisions and Provide Clear Direction

A majority vote of the Council on an issue creates policy and a direction for staff.

5. Provide Leadership

- Respect everyone.
- Listen to others.
- Be an ambassador for the City of Saginaw; take time to educate and inform.
- Appropriately involve residents and corporate citizens in governance.
- Help the community understand the City's vision and goals.
- Work with other entities; leverage resources to bring the best value to Saginaw's residents and business community.
- Celebrate success; give credit where credit is due.

6. Execute and respect the Council-Manager form of government

The Mayor and City Council employ the City Manager and provide resources to the City Manager for all staff to fulfill the City Council's vision and Annual Work Plan. Expectations and direction are made clear to the City Manager. No surprises.

B. MAYOR AND CITY COUNCIL GUIDELINES

- 1. The Council is the "Board of Directors" for the City of Saginaw.**
- 2. The Council represents the "Stockholders" – our residents, business community, and stakeholders.**
- 3. The Council should follow adopted protocols and treat everyone with respect.**
- 4. Management and the day-to-day operations of the organization is the role of the City Manager.**
- 5. The Council sets the "tone for City government" by how its business is conducted.**
- 6. The Council should provide a clear direction to Boards, Commissions, and special groups – its partners in governance.**
- 7. The Council uses Council sub-committees to address issues and develop options as needed.**
- 8. The Council uses work sessions to discuss issues in-depth, to focus direction for the City Manager and staff, and to refine draft reports and recommendations.**
- 9. The Council is responsible for realizing the vision, achieving the goals, and producing results that add value to the community.**

C. MAYOR EXPECTATIONS

- 1. Serve as a spokesperson for the City on major policy issues, Council positions and policies, and provides leadership on adopted vision and goals.**
- 2. Serve as the highest point of contact for economic development initiatives.**
- 3. Serve as Ceremonial Leader (shared with individual Councilmembers)**
- 4. Chair the Council Meetings.**
- 5. Facilitate relationships with Councilmembers and the City Manager.**
- 6. Represent the City to other governmental entities.**

If the Mayor is unavailable, the Mayor is to ask the Mayor Pro Tem to represent the City. If the Mayor Pro Tem is unavailable, the Mayor is to ask an individual Councilmember of his / her choice to fill in. The Mayor and Mayor Pro Tem's duties and authority are additionally set forth in Section 6.02 of the City Charter.

D. MAYOR PRO TEM EXPECTATIONS

- 1. Stand in and fulfill the role of the Mayor in his/her absence or at the Mayor's request.**

E. CITY COUNCILMEMBERS EXPECTATIONS

Councilmembers

1. Represent **all** residents.
2. Be responsible for “what is best” for the **entire** City.
 - a. Balance the City-wide and broad community needs.
3. Attend and participate in Council meetings and Council Committee meetings.
4. Work with other Councilmembers.
5. Represent the Mayor as a ceremonial representative of the City at his/her request.
6. Maintain working relationships with residents and the business community.

The powers and duties of the City Council are additionally set forth in Section 6.03 of the City Charter.

F. COUNCIL MEMBERS SERVING AS CITY REPRESENTATIVE TO OUTSIDE ORGANIZATIONS EXPECTATIONS

1. Represent the City and the Council’s vision, goals, direction, and Annual Work Plan.
2. Vote for the City of Saginaw.
3. Keep Council informed on issues and actions of the other bodies.
4. Bring issues to Council for discussion and direction.

G. CITY MANAGER RESPONSIBILITIES

1. Work with Mayor-Council to Focus Vision, Define Goals and Establish Annual Work Plans.
 - a. Provide advice on vision.
 - b. Identify opportunities, anticipate issues.
 - c. Use the vision, goals to balance long-term needs with response.
 - d. Provide analysis recommendations based on professional expertise and best practices.
2. Lead City Organization
 - a. Be responsible for City performance and results.
 - b. Create environment consistent with the City’s core values.
 - c. Lead by example.
 - d. Achieve goals while building public confidence.
 - e. Evaluate the performance of the City organization
3. Produce Results by Implementing Council Decisions and Directives
 - a. Develop Annual Work Plan.
 - b. Make timely decisions.
 - c. Provide clear direction to City.
 - d. Achieve outcomes aligned with vision, goals, and Council decisions.
 - e. Provide regular status reports and updates.
 - f. Be on time and within budget.
4. Maintain Effective Working and Personal Relations with Mayor and City Council
 - a. Work with Council to resolve conflicts.

City of Saginaw Code of Conduct and Rules of Procedure for City Council Meetings

- b. Meet or communicate regularly with Council (1-1 time).
 - c. Take ideas and determine appropriate action.
 - d. Listen to and understand Council's message and concerns.
 - e. Keep Council informed to avoid surprises.
 - f. Serve as a sounding board and advisor.
 - g. Accept direction from Council majority (even in disagreement).
- 5. Provide Innovative Ideas that Become "Best Practices"
 - a. Take an idea and make it better for Saginaw.
 - b. Look to provide best services at best value.
 - c. Have knowledge of best practices used by other organizations.
 - d. Take reasonable risks, empower others to take risks.
 - e. Take problems and develop a new solution.
- 6. Represent the City
 - a. Create a positive image for the City; be a leader of "heart and mind".
 - b. Represent and showcase the City.
 - c. Be a City spokesperson on management and operational matters.
 - d. Be a strong advocate for the City's interests.
 - e. Lead and be involved with professional and community organizations.
- 7. Develop and Support Outstanding Public Servants
 - a. Hire, retain, and adequately compensate top-quality, professional City staff.
 - b. Motivate and develop employees, managers and future leaders through training and education.
 - c. Cultivate, reinforce and instill core organizational values; commitment to teamwork and outstanding customer service.
- 8. Provide Community Leadership
 - a. Know the community and identify opportunities for the City
 - b. Look at the City through the eyes of a citizen.
 - c. Be involved in City events and activities.
 - d. Serve on boards and participate in community organizations.
 - e. Encourage managers and employees to be part of the community.
- 9. Be a Strategic Thinker and Leader
 - a. Help Council work through political and sensitive issues.
 - b. Develop new ideas and concepts.
 - c. Think through actions, how they may impact the City.
 - d. Identify potential partners.
 - e. Align the organization to the City's vision and strategic planning.
- 10. Manage City's Financial Resources
 - a. Produce a budget that achieves goals and aligns with vision.

City of Saginaw Code of Conduct and Rules of Procedure for City Council Meetings

- b. Mobilize and leverage City resources.
- c. Deliver services at best value for the City.

H. CITY MANAGER GUIDELINES

1. The City Manager is the "Chief Executive Officer" for the City.
2. The City Manager is responsible for the City organization.
3. The City Manager is the prime contact point for the Mayor and City Council.
4. The City Manager is accountable for the performance of the City organization.
5. The City Manager supports the Mayor and City Council in being an effective "Board of Directors".
6. Function in accordance with the authority granted by and within the limitations mandated by Section 6.05 3. of the City Charter.

I. CODE OF CONDUCT

1. Treat everyone with respect, even in times of disagreement.
2. Speak what you believe to be true. Be respectful of time and tone.
3. Resolve conflicts among ourselves; do not criticize other Councilmembers or staff in public.
4. Choose your words wisely.
5. Listen to everyone with an open mind.
6. Have civil and professional dialogue.
7. Be a positive representative of the City.
8. Consistently attend all Council and City affiliated meetings. Come prepared.
9. Be punctual.
10. Keep each other informed; share information among all.
11. Avoid personal issues or bias.
12. Define problems and issues first and then focus on solutions.
13. Keep closed sessions confidential.
14. Honor roles, responsibilities, and protocols.
15. Provide clear direction to staff.
16. When a Council majority votes on an issue, we have a direction and move forward.

J. COUNCIL PROTOCOL

Protocol 1: Simple information

City of Saginaw Code of Conduct and Rules of Procedure for City Council Meetings

Contact the appropriate **manager**. If follow up is needed, inform the Department Head and/or City Manager. However, in accordance with Section 6.04 of the City Charter: "Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the city manager and neither the council nor any member thereof shall give orders to any subordinates of the city manager, either publicly or privately."

Protocol 2: Research on a topic

Contact the City Manager

If research is for a new topic or will require a significant amount of time to research, the item will be brought to City Council for direction.

Protocol 3: Agenda Questions

Contact the City Secretary prior to a City Council meeting so that staff may assist.

If information is relevant to the Council meeting discussion, the information will be shared with all members of City Council.

Protocol 4: Employee Contact

If an employee initiates contact, the City Manager should be made aware of the issue if it is more than a routine update or sharing of information.

Council-Initiated contact with staff must avoid management and policy discussions. Councilmember questions and comments may be seen as an order. The City Manager should be informed of contact when it is more than requests for simple information or updates.

Protocol 5: Ethics Complaints against the City Manager

Talk to the City Manager first. If there is an ethics complaint against the City Manager, it should be directed to the Mayor for further action.

Protocol 6: Correspondence & E- Mail

Emails sent to individual Councilmembers should be forwarded to the City Manager for response. The appropriate staff will research and assist in a response and return the response back to the Councilmember for distribution/response. Staff should not be expected to only respond when an answer is "no".

If emails are sent to the entire Council, staff will research and prepare a response on behalf of the Mayor and Council and distribute a response to the entire Council.

2. RULES OF PROCEDURE FOR COUNCIL MEETINGS

These rules of procedure for City Council meetings are general guidelines for conducting Council meetings. These rules are not intended to be applied inflexibly in all circumstances, but should be followed to the extent that they aid the Council in conducting its business in an orderly and respectful manner. The Council may temporarily modify or suspend these rules in particular cases to expedite its

business. Failure to strictly adhere to these rules of procedure shall not invalidate any action taken by Council.

A. Preparation of Agenda.

- a. The City Manager is responsible for preparing the agenda for each Council meeting.
- b. Additionally, the City Manager will maintain an internal policy directing the preparation of the supporting documents to be included with each agenda item.
- c. As needed, City Council will be provided an opportunity to provide direction regarding additional materials to be included with agenda items to encourage City Council preparation for Council meetings.
- d. The manager will include any item on the agenda if:
 - i. requested by the Mayor;
 - ii. requested by a Councilmember; or
 - iii. requested by a member of the public; provided, however, the request by a member of the public must be submitted to City Secretary no later than 12:00 pm the Wednesday prior to an upcoming council meeting. If any prepared presentation or video (s) will be part of the presentation, the materials must be included, with the request to be on the agenda, by the deadline detailed in this subparagraph.
- e. Requests for a repeated item will not be allowed after the Council has made a majority decision. Past agenda items that were the subject of a final vote may be placed on a future agenda to be reconsidered by the council at the written request of a councilmember who voted on the prevailing side. The council's ability to reconsider an item shall be subject to procedures mandated by state law and the City Code, which procedures shall prevail in the event of a conflict with this section. Discussion of the item will take place at a future City Council meeting pending an approved vote from the Council to reconsider. Generally, previous Council actions should remain in place for six months before being re-examined.

B. Consent Agenda and Removal.

- a. The City Manager may place items on the consent agenda that are routine, not controversial, have been previously brought to the attention of the Council, and/or are not likely to require discussion. All items placed on the consent agenda may be approved together by one Council vote. Before the Council votes, any Councilmember may, by request, have an item removed from the consent agenda. Any item removed from the consent agenda will be considered immediately after Council action on the consent agenda.

COUNCIL MEETINGS

A. Quorum. Four (4) Councilmembers are necessary for the transaction of business; or three (3) Councilmembers and the Mayor. A Council majority vote consists of the affirmative vote of a majority of those members of Council present and voting on an item of business, which can include the vote of the Mayor; unless a different voting threshold is mandated by state law of the City Code.

City of Saginaw Code of Conduct and Rules of Procedure for City Council Meetings

B. Regular Meetings. The Council will meet in the Council Chamber in regular session every first and third Tuesday of every month. The regular Council meetings shall be held at 6PM.

C. Special Meetings. Pursuant to Section 2-31 (c) of the City Code: "The mayor, of his own motion or on the application of three councilmembers, may call special meetings by notice to each member of the council, the city secretary and the city attorney, served personally or left at their usual place of abode."

C. Closed Meetings.

- a. The Council may meet in closed meeting as authorized by state law. Prior to entering into a closed meeting, the Mayor must first announce in an open meeting that a closed meeting will be held and identify the section or sections of the state law under which the closed meeting will be held. The Council may not take any final action, decision or vote on any public business during a closed meeting. The Mayor will prepare a certified agenda, on a form provided by the City Secretary, for each closed meeting and no electronic recording will be made and no minutes taken of a closed meeting. The certified agenda must include: (1) a statement of the subject matter of each deliberation; (2) a record of any further action taken; and (3) an announcement by the Mayor at the beginning and the end of the meeting indicating the date and time. The Mayor will certify that the certified agenda is a true and correct record of the proceedings. The Council will go back into open session in the Council Chamber to adjourn the formal meeting.

D. Notice and Matters Considered.

- a. The Council will not discuss or take any action on any matter relating to public business at any Council meeting unless notice of the matter has been posted as required by law. Decisions on matters of a purely administrative nature, such as the placing of an item on a future agenda, need not be posted by notice.

COUNCIL PROCEDURES

A. Mayor as Presiding Officer

- a. The Mayor, or Mayor Pro Tem, will serve as presiding officer of all meetings, will control the general order of business at the meeting and will make appropriate rulings on procedures in accordance with the spirit and intent of these rules. If any Councilmember disagrees with the Mayor's ruling on any matter of procedure, the Councilmember may appeal the ruling to the Council as a whole. Pursuant to Section 2-33 of the City Code, Robert's Rules of Order, Newly Revised, may be consulted as a resource for matters of procedure.

B. Presentation of Agenda Items.

- a. The Mayor will normally call for the items to be considered by the Council in the order presented on the agenda unless the Mayor elects to consider the items in a different order. Notwithstanding the foregoing, the Council by affirmative vote of its members present and voting, may override the Mayor's decision to consider the agenda items out of order. The appropriate staff person will be called upon to make the presentation.

C. General Decorum.

- a. Councilmembers will speak only upon being recognized by the Mayor. Councilmembers shall not interrupt one another while speaking except to make a point of order. The Mayor need not recognize any Councilmember for a second comment on the subject or amendment until every Councilmember wishing to speak has been allowed a first comment.

D. Council Action. The Council will generally take action on matters in the following manner:

1. Making a Motion. The Councilmember proposing any action will make a motion by clearly stating the motion. Any motion may be withdrawn by the mover before it is voted on. The withdrawal is not subject to amendment and does not require a second or a vote. The following is a restatement of how the most common motions apply (or do not apply to) to Council meetings. Unless stated otherwise, each motion requires a second and a vote of a majority of Council members present and voting (including the Mayor) to pass:

(a) Amending a Motion. Any Councilmember may move to amend a pending motion. No more than two amendments may be made to a pending motion. The last amendment made shall be voted on first.

(b) Postpone to a Certain Date. This motion is used to delay consideration of an item until a specified date – i.e., the next Council meeting, etc.

(c) Postpone Indefinitely. This motion is used to delay consideration of an item until an unspecified date.

(d) Point of Order. Any Councilmember may raise a point of order at any time. A point of order means that the Councilmember is asking for a ruling on whether the rules of procedure are being followed. The point of order shall first be made to the Mayor for a ruling. The member may appeal the Mayor's ruling to the Council, which may affirm or overrule the Mayor's ruling by a majority vote of the Councilmembers present. A point of order directed to the Mayor or Council does not require a second and is not subject to amendment.

(e) (Immediate) Reconsideration. A Councilmember who voted in the majority may move to reconsider an item that Council has voted on. To insure compliance with state law, the motion and any action thereon must be made immediately after the vote on the matter.

2. Seconding a Motion. All motions must receive a second for action, except for a call for nominations, withdrawing a motion, a request for a roll call vote, and a point of order. If a second is made, the Mayor will state the names of the respective Councilmembers making and seconding the motion. If a motion does not receive a second, it dies.

3. Discussion on the Motion. Council may discuss a pending motion only after the motion has been moved and seconded.

4. Voting on the Motion. After discussion, the Mayor or any Councilmember may call a vote on the motion (Calling the "Previous Question"). A majority of those members of Council (including the Mayor) present and voting are necessary to adopt or take action on any public business; unless a different voting threshold is mandated by state law or City Code. After voting concludes the Mayor will announce the results.

PUBLIC HEARINGS

A. Staff Presentation. Before the Mayor announces the public hearing the appropriate staff person will be called upon to make a presentation detailing the purpose of the public hearing and provide any relevant information.

B. Opening of Public Hearing. The Mayor shall call the public hearing, announce the purpose of the hearing, and request that all speakers identify themselves and their addresses at the beginning of their presentations.

C. Speakers. Any person may speak at a public hearing. The City Secretary will provide forms for persons to register to speak prior to the meeting. If a public hearing is required due to an application being submitted to the City, the applicant shall have an opportunity to make a presentation at the beginning of the public hearing to present testimony related to the applicant's request. All other persons registering to speak will be called after the applicant. Others, who wish to speak but have not registered to speak, will be called next.

Persons desiring to be heard will address the Council from the podium. Multiple speakers expressing the same position on an item should be encouraged by the Mayor to designate a representative to speak on behalf of them in order to be respectful of the time of all in attendance.

D. Time Limit.

- a. The applicant will not be subject to a time limitation; however, all other speakers will have a maximum of three (3) minutes. The Mayor or the City Council, by affirmative vote of those present and voting, reserves the privilege to extend the time limit. In addition, members of the public who attend a council meeting but who choose not to speak, may donate their three (3) minutes of speaking time to a designated speaker from the group. Any member of the public who donates time to another speaker must be present in the Council Chambers when the requested agenda item, to which the donated time pertains, is taken up by the City Council or the time shall not be donated.

E. Closing the Public Hearing. After all speakers have had an opportunity to address the Council, the Mayor will announce the close of the public hearing.

PUBLIC COMMENTS

A. In General.

- a. There will be a time designated for the City Council to hear from the public during regularly scheduled City Council meetings held at City Hall on the first and third Tuesday of each month. Speakers may only speak on items that are not the subject of a posted public hearing. Each speaker will have a maximum of three (3) minutes to speak. To reduce repetitive comments and in the interest of being respectful of the length of meetings, speakers are encouraged to elect a spokesperson in the event several people hold the same feelings and views on an issue. In the event a member of the public comments on a matter that is not the subject of a posted agenda item - in accordance with the Texas Open Meetings Act - the Council may only respond with: i) a statement of fact, ii) a recitation of existing policy, iii) a request to staff to place the matter on a

future agenda, or iv) a recommendation that the member of the public visit with City staff regarding the matter.

B. If an item on the Council agenda for that meeting provides for a public hearing, the person wishing to make comments on that item shall speak at the time of the public hearing.

C. Speaking on Regular, Consent or Workshop Agenda Items.

- a. A request to be heard regarding an item(s) that is on the regular, consent or workshop must be made to the office of the City Secretary, and may be made in person, by telephone, facsimile, or email provided that the request is received before the conclusion of Council deliberation of the subject item.
- b. A "request to speak" form provided by the City will contain the citizen's name, address, telephone number, and subject agenda item(s) number that the speaker wishes to address.
- c. Speakers will address the Council from the podium, must observe the Code of Conduct adopted by Council, and may speak only upon recognition by the Mayor.
- d. In situations where a large number of persons representing a certain delegation wish to speak, the group will be encouraged to appoint a spokesperson to make comments to the Council. In addition, members of the public who attend a council meeting but who choose not to speak, may donate their three (3) minutes of speaking time to a designated speaker from the group. Any member of the public who donates time to another speaker must be present in the Council Chambers when the requested agenda item, to which the donated time pertains, is taken up by the City Council or the time shall not be donated.
- e. If a speaker asks a question during the time designated for public comment under this policy, a Councilmember may give specific factual information or a recitation of existing policy to the speaker. Any comment or discussion by any Councilmember about the subject of the inquiry shall only be made at the time the subject is scheduled for consideration on the Council agenda.

D. Time Limit. Each speaker will have three (3) minutes regardless of the number of agenda items to be addressed. The Mayor or the City Council reserves the right to reduce the time allotted per speaker in the event of a large number of speakers present.

EXHIBIT “B”

City of Saginaw Guidelines and Recommendations for Addressing City Council

Guidelines & Recommendations for Addressing City Council:

- Address Council – State Name and Address (can just give street If not comfortable giving specific address)
- If representing a Specific Group, HOA, Alliance, or other Organization please state that
- The time limit to speak is 3 minutes per person- If you are part of a group and are the spokesperson for the group you will be given 3 minutes per person that is in attendance and part of that group. Please state who from the group you are representing prior to presenting and this will not count against your 3 minutes
- Avoid duplicate comments with multiple speakers on a particular topic.
- If you have a presentation or video, please provide either with request to be put on the agenda the Wednesday prior to the council meeting by noon and if matter is part of a Public Hearing on the agenda no later than 12:00 PM the Monday prior to the Tuesday Council Meeting
- Please speak into the microphone so you can be heard by all in attendance in the council chamber as well as the live/recorded stream as well.
- If you have a question for Staff of Council that may require research, please submit those questions ahead of time preferably by 12:00 pm the Monday prior to Tuesday Council Meeting
- Be professional – refrain from foul language as it will not be permitted
- Treat Staff and Council with respect as they are expected to treat you with the same respect
- Note that only items that are on the agenda can be discussed. If you have an additional item or request it must be requested to be added to a future agenda
- If your item is regarding staff personnel in nature or if funding, purchasing, or real estate negotiations are involved the item may be moved to executive session
- Should you wish to address council prior to meeting please note that due to the Open Meeting Act no more than 3 council members may be in attendance at the same time.
- If communicating with city council via email, city council can not reply all due to the open meeting act but can respond to you one on one.

Amendment to Resolution 29=018-06 City Council Protocol Policy:

Preparation of Agenda- Page 10 Item 2, Paragraph A Sub Paragraph d.

The manager will include any item on the agenda if:

iii- Change to - Request by a Councilmember

iv move to v

new iv – Requested by Citizen- Request must be submitted to City Secretary no later than 12:00 pm the Wednesday prior upcoming council meeting. If any prepared presentation or video (s) will be part of the presentation than they must be included with request to be on the agenda.

Public Hearing Item 4 D- Time Limit – Add- In place of multiple speakers on a subject a designated speaker will be allotted 3 minutes for each designated person from the group that is present at the meeting.

Public Comments: Item C, Sub Paragraph d – Add- In place of multiple speakers on a subject a designated speaker will be allotted 3 minutes for each designated person from the group that is present at the meeting.



City Council Memorandum

D. Discussion of 2025 Work Plan Projects--Gabe Reaume, City Manager

Meeting	Agenda Group
Tuesday, January 21, 2025, 6:00 PM	Business Item: 4D.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The adoption of a work plan project list has been a successful way to establish priorities for the coming year.

A project should be important to the majority of the City Council and also something that we can make a realistic amount of progress or complete within a given year.

The list below are project ideas that have come from City Councilmembers.

- Creation of a Community Garden Committee/Relocation of the garden
- Future relocation of Depot Building
- Design criteria/standards for carports
- Employee Personnel Manual Update
- 2025 Bond (Communication and Informational Awareness)
- Creation of a Community Special Events Committee
- Creation of "Friends of Parks" or other parks-related non-profits
- Decorative Lighting Project (Carryover)
- Old Fire Station Site Redevelopment
- Citywide Tree Assessment (Non profit/Grant-funded)

We would like to solicit the direction and feedback from the City Council in order to adopt a 2025 work plan project list in February.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A