



City of Saginaw
Recreation and Parks Advisory Board
Meeting Agenda

Monday, May 12, 2025, 6:00 PM
Council Chamber
333 West McLeroy Boulevard
Saginaw, Texas 76179

City Hall is wheelchair accessible and special parking is available on the east side of the building or in front of the Library located west of City Hall. If special accommodations are required, please contact Maria Hernandez at 817-230-0500 a minimum of 72 hours in advance of the meeting.

1. Call to Order

- 1A. A. Call to Order -- Chairman Weaver
- 1B. Audience Participation

2. Business

- 2A. Discussion and Action Regarding Funding of the 2025 Independence Celebration Fireworks Event -- Director of Economic & community Engagement, Pedro Zambrano

3. Staff Reports

- 3A. Expenditure Fund Report

4. Adjournment

- 4A. Adjournment

Date Posted: _____ Time: _____ By: _____

Date Retrieved: _____ Time: _____ By: _____

Date Posted: May 8, 2025

ADVISORY RECREATION AND PARKS BOARD

Jane Lyon	Place No. 1	Term Expires July 1, 2025
Vacant	Place No. 2	Term Expires July 1, 2026
Adhel Torres	Place No. 3	Term Expires July 1, 2025
Liz Snow	Place No. 4	Term Expires July 1, 2026
Sylvia Rivera	Place No. 5	Term Expires July1, 2025
Ronda Nyberg	Place No. 6	Term Expires July 1, 2026
Thomas Weaver	Place No. 7	Term Expires July 1, 2025
Ariana Escobar	1 st Alternate	Term Expires July 1, 2025
Lynn Moore	2 nd Alternate	Term Expires July 1, 2026

Audience Participation

If anyone in the audience wishes to address the Board on any item listed on the agenda, please fill out one of the audience participation forms located by the east door of the council room. After the form is completed, please hand it to the Board Secretary. Your request to speak will be given to the Chairman and you will be called upon to speak when that item is discussed.



Parks Advisory Board Memorandum

A. Discussion and Action Regarding Funding of the 2025 Independence Celebration Fireworks Event -- Director of Economic & community Engagement, Pedro Zambrano

Meeting	Agenda Group
Monday, May 12, 2025, 6:00 PM	Business Item: 2A.
Reference File	
Community Goals	

The Independence Celebration is presented by the Saginaw Parks Advisory Board. The 2025 event will be held at Saginaw High School on June 28th starting at 6PM. This year will be the first year we will have live music on stage. Turnip Blood Entertainment is the company we will be contracting with to book the stage, bands, and take care of all production behind the stage. Turnip Blood Entertainment has years of experience and have recently worked with the City of Carrollton for their TEXfest in March 2025.

Sponsorship and vendor fees will be deposited into the Parks Donation fund to offset the use of the parks donations. Below is a breakdown of the cost for the event. Please note that \$10,000 will be coming from Hotel Motel Tax Promotion of the Arts.

- Stage, Bands, and Production Team: \$20,000
- Generators: \$1,650
- Tables & Chairs: \$435
- Activities (Facepainting, Bounce Houses, Caricature Artist, Rock Climbing, etc): \$5,000

FINANCIAL IMPACT:

Total Cost from Parks Donation Fund: \$17,085

Total Cost from HOT (Promotion of the Arts): \$10,000

Total Cost: \$27,085 for the event

All Independence Celebration Sponsorship funds and other fees will be deposited into the Parks Donation Fund to offset the use of donations.

Attachments

[H2O Operations_Cadence.pdf](#)

[Binder1.pdf](#)



From: 172 Trademark Dr.
Buda, TX 78610

Payment Terms: NET 30

Event Date: 06/28/2025

Client: City of Saginaw

Event Name: Saginaw Independence Day

Event City & State: Saginaw, TX

Contact Name: Pedro Zambrano

Contact Phone: [\(817\) 614-8146](tel:8176148146)

Contact Email: pzambrano@saginawtx.org

Product/Service	Description/Memo	Quantity	Unit Price	Total
Primary Tanks		4	\$300.00	\$1,200.00
Cup Dispenser		24	\$2.00	\$48.00
Cups Non-Compostable		6000	\$0.06	\$360.00
Mileage	20% diesel fuel surcharge to be added if national average on date of departure is above \$4/gallon. 25% surcharge if average is above \$4.50/gallon. 30% surcharge if average is above \$5/gallon. 35% surcharge if above \$5.50 per gallon. 40% surcharge if average is above \$6/gallon. 45% surcharge above \$6.50. 50% surcharge if average is above \$7/gallon.	450	\$1.35	\$607.50
Labor		1	\$200.00	\$200.00

Subtotal	\$2,415.50
Sales Tax	8.2500%
Past Payments	\$0.00
Total Remaining	\$2,614.78
50% Deposit Due	\$1,307.39

RENTAL & SERVICE AGREEMENT

This Rental and Service Agreement (the "Agreement") is entered into between H2O Operations, LLC a Texas limited liability company, ("H2O") and the Company named within this agreement (the "Company").

1. EVENT. Company is engaging H2O to provide equipment and services related to the event named within this agreement (the "Event"), which will be held at address listed within.
2. TERM OF AGREEMENT. This Agreement will begin on the effective date stated below and will continue through the date that the Rental and Services have been provided in full unless sooner terminated in accordance with the terms and conditions of this Agreement.
3. SCOPE OF RENTAL & SERVICES. Company hereby engages H2O to provide the rented equipment (the "Equipment") and the services (the "Services") as further detailed in the quote agreed to between the parties (the "Quote"), which is attached and incorporated by reference to this Agreement as Exhibit A. A "Delivery Date" and drop-off site for the Equipment will also be included on Exhibit A. Any equipment (ex. Water access) and services (ex. set-up) not specifically detailed in Exhibit A as the responsibility of H2O shall be the sole responsibility of Company.
4. COMPENSATION. Company agrees to compensate H2O for the Rental and Services provided according to the terms detailed and set forth in Exhibit A. The Quote is subject to the adjustments detailed in Section 5 below. Company shall remit to H2O a fifty percent (50%) down payment of the total compensation detailed in Exhibit A (the "Down Payment") within five days of the Effective Date of this Agreement. H2O shall remit to Company a final invoice upon completion of the Services and Rental for any and all remaining sums owed by Company to H2O under this Agreement. Company shall pay all remaining amounts due within 30 days following receipt of an invoice from H2O. H2O reserves the right to charge an additional 15% interest on any unpaid and past due amounts owed. This provision survives any termination of the Agreement.
5. ADJUSTMENTS TO COMPENSATION. Should H2O be unable to provide Company with the total amount of Equipment for the Event as detailed in Exhibit A, the final invoice shall be adjusted to reflect a decrease in the compensation owed to H2O for Equipment that was not provided. If Company needs more Equipment for the Event then was detailed on Exhibit A, the final invoice shall be adjusted to reflect the increase in compensation owed to H2O for the additional equipment used by Client. There will be no adjustment to the final invoice should Company not utilize all of the Equipment ordered and delivered by H2O as detailed in Exhibit A.
6. REPRESENTATIONS BY H2O. In connection with providing the Services, H2O represents and agrees to the following:
 - i. H2O will provide all of the rented Equipment and the personnel required in order to provide the Services;
 - ii. Except for those items, if any, expressly required by this Agreement as detailed on Exhibit A to be furnished by Company, H2O shall furnish or provide all of the materials, equipment and any other items necessary to perform the Services and to carry out and perform all of H2O's obligations under this Agreement;
 - iii. H2O shall comply with and conform to all rules, regulations and directives issued in writing by Company or their designees from time to time, and shall cause all of its employees, personnel, agents, independent contractors and invitees at all times to abide by and conform to the same;
 - iv. H2O will perform the Services in a manner consistent with industry standards and adhere to all laws and regulations applicable to the Services being provided under this Agreement.
7. NO WARRANTIES. UNLESS OTHERWISE SPECIFICALLY STATED IN THIS AGREEMENT, H2O DOES NOT MAKE ANY WARRANTIES OF ANY KIND RELATED TO THE SERVICES OR EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. INSURANCE. H20 shall, at its sole expense, procure and maintain during the Term of this Agreement the insurance policy with the coverage amounts detailed below:

- Commercial General Liability:
- Each Occurrence \$1,000,000
- Damage to rented Premises \$100,000
- Personal & ADV Injury \$1,000,000
- General Aggregate \$2,000,000
- Products -COMP/OP AGG \$2,000,000
- Automobile Liability: \$1,000,000
- Umbrella Liability: \$4,000,000
- Workers Compensation and Employer's Liability: \$1,000,000
- Excess Umbrella-Auto \$3,000,000

9. DEFAULT. Each of the following shall constitute a default under this Agreement: (i) if either party fails to fully comply with and fully perform in accordance with the provisions of this Agreement, with the exception of any allowable adjustments to the Quote or compensation as detailed in Section 4, and such failure continues for a period of five (5) days following written notice to the defaulting party of the acts or omissions constituting such failure; (ii) failure of Company to remit any payments owed to H20 when due; and (iii) the making of a knowingly false statement or misrepresentation by either party.

10. TERMINATION. This Agreement can be terminated prior to the Delivery Date by either party with or without cause with forty-five (45) days written notice to the other party. Upon a party's default under Section 9, this Agreement may be terminated immediately by the non-defaulting party, after the expiration of any cure period, with written notice to the defaulting party. Following any termination of this Agreement, Company will be required to pay to H20 any compensation owed to H20 for Services performed or Equipment rented prior to the termination, any out-of-pocket expenses of H20 related to the Event or Services, and any applicable Early Termination Fee detailed in Section 11.

11. EARLY TERMINATION FEE. If Company terminates the Agreement within forty-five (45) days of the Delivery Date as listed on Exhibit A, Company shall not be entitled to a refund of any portion of its Down Payment. The Down Payment shall be retained by H20 as an early termination fee for the Agreement.

12. INDEMNIFICATION. COMPANY WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE EQUIPMENT RENTED FROM H20, INCLUDING PROVIDING ANY ITEMS REQUIRED OF COMPANY ON EXHIBIT A, AND PROTECT ALL PERSONS, PROPERTY AND THE EQUIPMENT FROM INJURY OR DAMAGE. COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS H20 FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF (i) THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT, (ii) ANY FAILURE OF COMPANY TO PROVIDE ANY REQUIRED ITEMS, AND (iii) COMPANY'S DECISION TO LEAVE EQUIPMENT SETUP IF THE WEATHER CONDITIONS ARE POTENTIALLY DANGEROUS, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF H20.

13. INDEPENDENT CONTRACTOR STATUS. H20 is engaged under this Agreement as an independent contractor with the freedom of accepting or rejecting events and projects under this Agreement. H20 is free to work as an employee or contractor for third parties at the same time as it is providing services under this Agreement. H20 will at no time be considered an employee of Company and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties. H20 shall be responsible for the payment of all federal, state and local taxes or contributions imposed or required in connection with the services to be provided hereunder, including any such payment due under unemployment insurance, social security, income tax laws and sales or service tax laws. Neither party will have any authority to make promises, agreements or otherwise make commitments on behalf of the other party, unless specifically approved in writing.

14. CONFIDENTIALITY OBLIGATIONS. Both parties acknowledge that they may have access to trade secrets and confidential information about the other party, its vendors and/or customers and event participants. Both parties agree not to use those trade secrets and confidential information for personal or business use or to disclose such information to any other person or company. During the term hereof and at all times thereafter, neither Company nor H2O shall disclose to any third parties, any trade secrets or other confidential or proprietary information of the non-disclosing party without that party's expressed written consent. Each party shall take all necessary steps to protect the rights of the other in and to such information. This section shall survive any termination of this Agreement.

15. CHOICE OF LAW/BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns. This Agreement, for all purposes, shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in a state or federal court located in Austin, Travis County, Texas. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

16. SEVERABILITY. In the event any provision of the Agreement is judged to be invalid by a court of competent jurisdiction, such judgment shall not be deemed to affect the validity of any other provision and the remaining provisions shall remain in full force and effect.

17. WAIVER. The failure of either party to object to any conduct or violation of any of the terms and conditions made by the other under this Agreement will not be deemed a waiver of any rights or remedies. No waiver of any right or remedy arising under this Agreement will be valid unless set forth in an appropriate writing signed by representatives of both the Company and H2O.

18. ENTIRE AGREEMENT. This is the entire agreement between the parties. Company acknowledges that H2O has made no representations to Company except as set forth in this Agreement. The terms of this Agreement cannot be modified,

By signing below, you agree to the terms above:



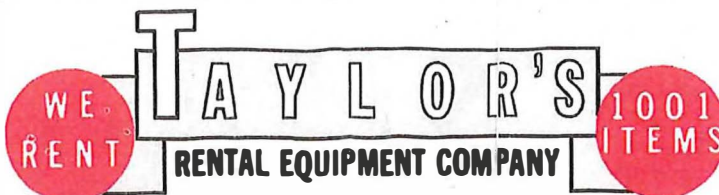
[Reset](#)

Make all checks payable to H2O Operations, LLC.

RENTAL CONTRACT

R 12.0.1

220 UNIVERSITY DRIVE
FORT WORTH, TX 76107
(817) 332-5258



PLEASE REMIT TO:
P.O. BOX 470764
FORT WORTH, TX 76147

OPEN 7:00 A.M. to 5:00 P.M. MON. - FRI.
SAT 7:00 A.M. to 12:00 P.M.

TERMS: CASH IN ADVANCE
ESTABLISHED OPEN ACCOUNTS ARE DUE AND
PAYABLE NET 10TH OF MONTH, PAST DUE
ACCOUNTS BEAR LATE PAYMENT PENALTIES
AT 1 1/2% PER MONTH.

THIS IS A CONTRACT

THE WORDS RENTER, BUYER, YOU AND
YOURS MEANS THE PERSON WHO SIGNS
THIS CONTRACT (OR ARE OBLIGATED UNDER
ITS TERMS). WE, OUR AND DEALER REFER TO
TAYLOR'S RENTAL EQUIPMENT COMPANY.

Customer ID=====Quote=====Contract Number
030344=====RESERVATION=====01-032856-01

04/03/25

CITY OF SAGINAW
P.O. BOX 79070
SAGINAW, TEXAS 76179

CITY OF SAGINAW
FORT WORTH, TEXAS

CAR LIC#
P.O. QUOTE
DEL:SAGINAW HIGH SCHOOL
BAND PARKING LOT ON ROUGH RIDER DR
CONTACT: COREY SMITH
817-819-8263
EMAIL: CSMITH@SAGINAWTX.ORG

Rsrvd: THU 04/03/25 16:09
Out: SAT 06/28/25 09:00
Due: MON 06/30/25 09:00

Item No.	Qty	Description	Rate	Info	Unit	Extended
015-0298 01-0082	1	GENERATOR, 45KVA TOWABLE (GS SR#8021682 Rates:	250.00 Serial number: 8021682 250.00/d	1000.00/w	500.00	500.00
015-0298 01-0645	1	GENERATOR, 45KVA TOWABLE (GS SR#7202645 Rates:	250.00 Serial number: 7202645 250.00/d	1000.00/w	500.00	500.00
015-0298 01-1533	1	GENERATOR, 45KVA TOWABLE (GS SR#7251533 Rates:	250.00 Serial number: 7251533 250.00/d	1000.00/w	500.00	500.00
015-0950	1	DEL-CONTRACTORS Rates:	AA 150.00/d	150.00/w	150.00	150.00

Receipts Summary	Summary
>>>>Do not pay from this invoice<<<<	HEAVY EQUIPMENT 2 1500.00 CONTRACTOR ACCESS. 150.00
	Total 1650.00

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.
Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.

RETURN
EQUIPMENT BY: MON 06/30/25 09:00

X

SIGNATURE

THIS IS YOUR CONTRACT, READ BOTH SIDES BEFORE SIGNING

YOU ARE CHARGED FOR TIME OUT - NOT TIME USED

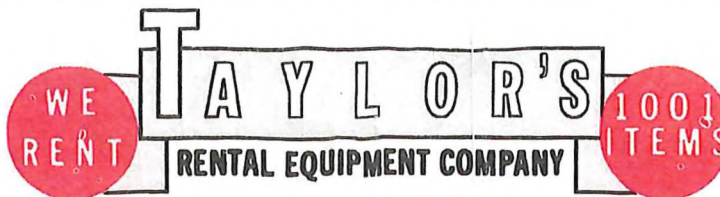
Pg Sales Agent: Supervisor: Date: Customer:
1 LORENA YVETTE CANO 04/03 CITY OF SAGINAW

Contract:
01-032856-01

RENTAL CONTRACT

R 12.0.1

220 UNIVERSITY DRIVE
FORT WORTH, TX 76107
(817) 332-5258



PLEASE REMIT TO:
P.O. BOX 470764
FORT WORTH, TX 76147

OPEN 7:00 A.M. to 5:00 P.M. MON. - FRI.
SAT 7:00 A.M. to 12:00 P.M.

THIS IS A CONTRACT

THE WORDS RENTER, BUYER, YOU AND YOURS MEANS THE PERSON WHO SIGNS THIS CONTRACT (OR ARE OBLIGATED UNDER ITS TERMS). WE, OUR AND DEALER REFER TO TAYLOR'S RENTAL EQUIPMENT COMPANY.

TERMS: CASH IN ADVANCE
ESTABLISHED OPEN ACCOUNTS ARE DUE AND PAYABLE NET 10TH OF MONTH, PAST DUE ACCOUNTS BEAR LATE PAYMENT PENALTIES AT 1 1/2% PER MONTH.

Quote

Customer ID=====Contract Number
030344=====RESERVATION=====01-032857-01
=====

04/03/25
CITY OF SAGINAW
P.O. BOX 79070
SAGINAW, TEXAS 76179

CITY OF SAGINAW
FORT WORTH, TEXAS

CAR LIC#
P.O.

Rsrvd: THU 04/03/25 16:16
Out: SAT 06/28/25 09:00
Due: MON 06/30/25 09:00

DEL:SAGINAW HIGH SCHOOL
BAND PARKING LOT ON ROUGH RIDER DR
CONTACT: COREY SMITH 817-819-8263
EMAIL:CSMITH@SAGINAWTX.ORG

Item No.	Qty	Description	Rate	Info	Unit	Extended
115-0140	15	TABLE, 30" X 96" - 8'	P1 10.00/d	30.00/w	10.00	150.00
115-0030	140	CHAIR, SAMSONITE WHITE	P1 1.50/d	4.50/w	1.50	210.00
015-0926	1	DEL-PARTY-75	AA 75.00/d	75.00/w	75.00	75.00

Receipts Summary	Summary
>>>>Do not pay from this invoice<<<<	CONTRACTOR ACCESS. 75.00
	PARTY - TBLS/CHAIRS 360.00
	Total 435.00

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.
Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.

RETURN EQUIPMENT BY: MON 06/30/25 09:00

X SIGNATURE
THIS IS YOUR CONTRACT, READ BOTH SIDES BEFORE SIGNING

YOU ARE CHARGED FOR TIME OUT - NOT TIME USED
Pg Sales Agent: Supervisor: Date: Customer:
T LORENA YVETTE CANO 04/03 CITY OF SAGINAW

Contract: 01-032857-01

Full Service Production Agreement

This Agreement is entered into as of this 1st day of May, 2025, by and between the City of Saginaw ("City") and Turnipblood Entertainment, LLC, a full-service event coordinator ("Coordinator.")

WHEREAS, the City desires to host an event to foster community engagement and provide entertainment for the residents, to be held at City High School on June 28, 2025; and

WHEREAS, the Coordinator has demonstrated expertise and proficiency in event planning, management, and execution, as well as a proven record of delivering high-quality services in coordination, talent booking, and event staging; and

WHEREAS, the City and the Coordinator mutually acknowledge their intent to collaborate in order to ensure the success of the event, as specified under the terms of this Agreement; and

WHEREAS, the parties seek to formalize their understanding in writing to establish clear obligations, rights, and remedies as herein set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services

The Coordinator shall be responsible for planning, organizing, and executing the following services in connection with the City's event on June 28, 2025:

- Coordination of all event logistics, including pre-event planning, on-site management, and post-event wrap-up.
- Talent booking and provision of talent tailored to the City's preferences and event goals, including handling all contractual arrangements with booked talent.
- The total compensation shall include the artist's/artists' performance fee(s), ensuring that no additional charges are incurred for the performance on the day of the event.
- Design and construction of staging, including setup of professional audio and lighting equipment necessary for performances and other activities.
- Coordination and provision of power resources to ensure all equipment and installations are fully operational.
- Photography and videography services to document the event, including the provision of a complete and edited media package post-event.
- Setup and provision of tables and chairs, specifically for use by talent and performers during the event.
- Organization and maintenance of a designated ready area for talent, ensuring privacy, comfort, and accessibility to necessary amenities.
- Securing and maintaining liability insurance coverage to mitigate risks associated with the event and protect both parties from potential claims.

- Execution of all agreed-upon services during the event within an onsite time limit of ten (10) hours, inclusive of setup, performance, and breakdown time.

2. Incorporation by Reference

The parties hereby acknowledge and agree that Option A of the Event Proposal, provided by the Coordinator and outlining specific services, deliverables, and expectations, is incorporated by reference into this Agreement and made part hereof as if fully set forth herein.

3. Payment Terms

The total compensation due to the Coordinator for services rendered under this Agreement shall be twenty thousand dollars (\$20,000), payable as follows:

1. An initial deposit of ten thousand dollars (\$10,000) shall be remitted upon the execution of this Agreement to secure the Coordinator's services.
2. The remaining balance of ten thousand dollars (\$10,000) shall be payable on the day of the event, June 28, 2025.

Payments shall be made by check or electronic transfer to the account designated by the Coordinator. Failure to meet payment deadlines may result in delays or termination of services.

4. Talent Review and Approval

The Coordinator shall present to the City a list of proposed talent, including detailed descriptions of their performances and any associated materials such as videos, promotional content, or biographies.

The City reserves the right to review the proposed talent and provide written approval or disapproval within ten (10) business days of receiving the Coordinator's submission.

In the event the City disapproves any proposed talent, the Coordinator shall present alternative talent options for review and approval. The City's approval is required prior to finalizing contractual arrangements with any talent.

5. Terms and Conditions

a. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties hereby consent to the exclusive jurisdiction of the courts situated in Tarrant County, Texas, for any disputes arising out of or related to this Agreement.

b. Force Majeure. Neither party shall be held liable for any failure or delay in performance due to events or circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, public emergencies, governmental regulations, or other unforeseen incidents.

c. Early Cancellation. In the event either party elects to cancel the Agreement prior to the scheduled event, written notice must be provided no less than thirty (30) days before the event date. Any cancellation and any additional funds paid out to third party vendors or artist(s) as non-refundable deposits, should those amounts exceed the amount of the initial deposit paid to Coordinator by the City will result in forfeiture of the initial deposit

d. No Warranties. The Coordinator makes no express or implied warranties regarding the success, profitability, or audience satisfaction of the event. The Coordinator agrees only to provide the specified services to the best of their ability.

e. Independent Contractor. The Coordinator is engaged as an independent contractor and shall not be considered an employee, agent, or representative of the City. The Coordinator shall bear sole responsibility for payroll, taxes, and insurance coverage for their employees and subcontractors.

f. Onsite Time Limit. The Coordinator shall provide onsite services for a maximum of ten (10) hours on the day of the event, inclusive of setup, execution, and breakdown. Additional hours, if required, may incur additional fees subject to a separate written agreement.

g. Indemnification. The Coordinator agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims, damages, or liabilities arising out of the Coordinator's performance under this Agreement.

h. Legal Compliance. The Coordinator shall ensure that all activities and performances comply with the local, state, and federal laws and regulations, including obtaining any necessary permits or licenses.

6. Termination

a. Termination by the City. The City may terminate this Agreement at any time with written notice to the Coordinator. If termination occurs prior to the event, the City shall pay contractor for all incurred cost that cannot be mitigated. Termination on the date of the event shall require payment in full to the Coordinator.

b. Termination by Coordinator. The Coordinator may terminate this Agreement with a minimum of a thirty (30) day notice to the City prior to the date of the event. Coordinator shall refund the full deposit to City within thirty (30) days of the notice. Coordinator shall be liable for any additional costs above the total compensation amount due to cancelation with less than thirty (30) days' notice.

c. Mutual Termination. The parties may mutually agree in writing to terminate this Agreement. Such termination will require the Coordinator to refund the deposit to the City. All other obligations under this Agreement would cease upon termination.

7. Miscellaneous Provisions

a. Entire Agreement. This Agreement represents the complete and final understanding between the parties with respect to the subject matter herein and supersedes all prior agreements, negotiations, or representations.

b. Amendments. Any amendments or modifications to this Agreement must be made in writing and signed by both parties to be enforceable.

c. Severability. Should any provision of this Agreement be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

d. Survival of Terms. Provisions in this Agreement such as indemnity and governing law shall remain in effect and survive termination or expiration.

8. Execution of Agreement

By signing below, the undersigned parties acknowledge and agree to the terms and conditions set forth in this Agreement. The signatures represent full authorization and commitment by the respective parties to fulfill the obligations outlined herein.

City of Saginaw

Name :

Title :

Signature:

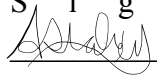
Date:

Turnipblood Entertainment, LLC

N a m e :

T i t l e :

S i g n a t u r e :



D a t e :



City of Saginaw

Parks Advisory Board Memorandum

Expenditure Fund Report

Meeting	Agenda Group
Monday, May 12, 2025, 6:00 PM	Staff Reports Item: 3A.
Reference File	
Community Goals	

Staff will present expenditure updates for the Park Donation Fund and the Park Bond.

Attachments

[Park Funds March 2025.pdf](#)

Park Donation Fund
February 1, 2025 - February 28, 2025

Beginning Balance:	3/1/2025	\$116,184.11
Donations Added:		
March 2025		\$9,238.00
Total Donations:		\$9,238.00
Balance with Donations:		\$125,422.11
Less Expenditures:		
No Expenditures in the Month of March		\$0.00
Total Expenditures :		\$0.00
Ending Balance:	3/31/2025	\$125,422.11
Pending Expenditures:		
Independence Day Fireworks (Payment 2/2)		\$12,500.00
Total Pending Expenditures:		\$12,500.00
Estimated Available Funds:	4/1/2025	\$112,922.11



Parks Advisory Board Memorandum

A. Adjournment

Meeting	Agenda Group
Monday, May 12, 2025, 6:00 PM	Adjournment Item: 4A.
Reference File	
Community Goals	