City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING AND WORKSHOP

Meeting, Workshop, and/or Executive Session Agenda
6:00 PM - Tuesday, June 18, 2019
Saginaw City Hall Council Chambers
333 West McLeroy Blvd.

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation.

The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

(1) Call to Order--Todd Flippo, Mayor

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

(2) Invocation--Pastor Dennis Hudson, Saginaw Park Baptist Church

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

(a) Action regarding Approval of Minutes, June 4, 2019--Janice England, City Secretary

(b) Action regarding Agreement to Provide Professional Services related to Building Inspections with Jimmy Ross/Ross Inspection Service--Gabe Reaume, City Manager

(c) Action regarding Community Link Building Improvement Grant Agreement--Gabe Reaume, CIty Manager

(d) Action regarding recommendation from Advisory Recreation and Parks

Board to purchase of one "Gingerbread House", "Santa Roping a Reindeer", and Group of Four Self-Standing LED Trees--Rick Trice, P.E., Director of Public Works

(5) Consideration and Action regarding Resolution No. 2019-14, Canvassing Returns and Declaring Results of Run-Off Election for Council Place 1 held on June 8, 2019--Janice England, City Secretary

(6) Recognition of David Flory, Mayor Pro-Tem/Councilmember Place 1--Todd Flippo, Mayor

(7) Consideration and Action regarding a Development Agreement with AM & JK Development, LLC related to Public Infrastrucuture Installation for Old Decatur Road adjacent to The Square Development--Rick Trice, P.E., Director of Public Works

(8) Consideration and Action regarding Chapter 380 Economic Development Agreement: AM & JK Development, LLC (The Square)--Gabe Reaume, CIty Manager

(9) Consideration and Action regarding Resolution No. 2019-13 Authorizing Best Value Competitive Bidding and Delegating Authority for Contract Award for The Square Through-Road Project--Bryn Meredith, City Attorney

(10) Consideration and Action regarding award of bid for Professional Audit Services--Kim Quin, Finance Director

(11) Consideration and Action regarding Resolution No. 2019-15, Opposing HB 2439 relating to certain regulations adopted by governmental entities for the building products, materials, or methods used in the construction or renovation of residential or commercial buildings--Todd Flippo, Mayor

(12) Consideration and Action regarding Proposal for Radio Marketing Partnership with 95.9 The Ranch and 92.1 Hank FM for the 2019 Saginaw Train & Grain Festival--Janice England, City Secretary

(13) Recess into Workshop--Todd Flippo, Mayor

(14) FY19/20 Budget Workshop: Crime Control and Prevention District Fund and Street Maintenance Fund--Kim Quin, Finance Director

(15) Reconvene Back into Regular Session--Todd Flippo, Mayor

(16) Executive Session

551.071. Texas Government Code.

Consultation with Attorney. The City Council may convene in executive session to

conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

(a) Any Posted Item

551.072 Texas Government Code.

Deliberations Regarding Real Property The City Council may convene in executive session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person, including the following matters:

(a) Property Acquisition

551.074 Texas Government Code.

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

(a) City Manager

(17) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 6/18/2019

Agenda Items: (4)(a)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, June 4, 2019

BACKGROUND/DISCUSSION:
The minutes of the June 4th City Council Meeting are being presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

6-4-29 Minutes

CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND WORKSHOP
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
JUNE 4, 2019

Present at the meeting:

Mayor	Todd Flippo
Councilmember	Valerie Tankersley
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Engineer	Andrew Simonsen, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Director of Community Svcs.	Keith Rinehart
Director of Economic Dev.	Alora Wachholz
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Management Intern	Pedro Zambrano
Police Officer	Tyler Stanley

Absent from the meeting:

Mayor Pro-Tem	David Flory
Councilmember	Patrick Farr
City Attorney	Bryn Meredith

Visitors at the meeting:

Mr. Herlin	Nicole Herlin
Savannah Herlin	Carmen Soto
Juliet Soto	Logan Slaboda
Cori Slaboda	Kobe Tucker
Joseph Herlin	Kyle Bentz
Bret Bentz	Diana Hernandez
Marta Hernandez	Jason Tucker
Liam Walker	Jenn Walker
Alyssa Griesing	Gena Griesing
Chris Griesing	David Pettit
Shawn Morrison	Mary Ragle
Jan Young	Tanya Tucker
Natalie Moore	

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

In the absence of Reverend Valendy, Councilmember Tucker gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, May 21,2019

b. Action regarding moving City Council Meeting scheduled for July 16, 2019 to July 23, 2019

Summary: Moving the July 16, 2019 City Council Meeting to July 23, 2019 will allow the staff to have more accurate budget numbers for discussion during the budget workshop item at the July 23rd meeting.

Motion was made by Councilmember Tankersley with a second by Councilmember Tucker to approve the consent agenda as presented. Motion carried unanimously. 5-0-0-2

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

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory and Councilmember Farr

(5) Recognition of Members of the Mayor's Youth Advisory Council

Management Intern Zambrano gave a brief overview of the activities and involvement in a community service project of the inaugural Mayor's Youth Advisory Council. Mayor Flippo presented a Certification of Appreciation to each of the members.

(6) Consideration and Action regarding Recommendation from Advisory Recreation and Parks Board regarding a 4th of July Parade and Fireworks Activities on Saturday, July 6, 2019

Director of Public Works Trice explained that on April 2, 2019 the City Council authorized $10,000 for a fireworks display on Saturday, July 6, 2019 at Saginaw High School. The Advisory Recreation and Parks Board met on May 20, 2019 and voted to recommend to the City Council the authorization of funds not to exceed $2,500 for the addition of a morning parade and activities in conjunction with the fireworks display. He explained that they are also recommending the following schedule and activities.

Parade
Parade route will be from Willow Creek Elementary to the Hafley Development Center.
Lineup will begin at 8:45 a.m. and parade will start at 10:00 a.m.
No fee for parade entries
Maximum of 25 vehicles
Rainout to be rescheduled for July 13, 2019

Fireworks Activities
Parking lots open at 6:30 p.m. Event starts at 7:00 p.m.
Event to include food trucks and a disc jockey for music
Fireworks to begin at dusk

Motion was made by Councilmember Tankersley with a second by Councilmember Tucker to approve the recommendation from the Advisory Recreation and Parks Board that an amount not to exceed $2,500 be authorized for a 4th of July Parade and fireworks activities at Saginaw High School on July 6, 2019. Motion carried unanimously. 5-0-0-2

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

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory and Councilmember Farr

(7) Recess into Workshop

Mayor Flippo declared the meeting recessed into Workshop at 6:11 p.m.

(8) FY19/20 Budget Workshop:
Drainage Utility Fund
Donations Fund
General Escrow Fund

Finance Director Quin gave a power point presentation regarding the Drainage Utility Fund, Donations Fund, and General Escrow Fund. She explained each fund and its anticipated revenue and expenses for the fiscal year 2019-2020.

(9) TIRZ Feasibility Report

City Manager Reaume explained that the City Council authorized a Tax Increment Reinvestment Zone (TIRZ) Feasibility Study in April. He stated that David Pettit and Natalie Moore of David Pettit Economic Development, LLC are present to discuss the results of the study. Ms. Moore explained Tax Increment Financing (TIF) and a TIRZ. She also explained why and how to create a TIRZ. Mr. Pettit explained the results of the feasibility study. He also stated that their analysis determined that "the TIRZ is economically feasible and could provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation". He explained that the next steps in the process would be to prepare a Preliminary TIRZ Project and Financing Plan; prepare a creation ordinance

establishing five key elements (boundary, term, TIRZ Board, city participation, and preliminary project and financing plan); and a Final Project and Financing Plan.

(10) Reconvene into Regular Session

Mayor Flippo declared the meeting back in regular session at 7:14 p.m.

(11) Executive Session

1 § 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

a. Any Posted Item

(12) Adjournment

Motion was made by Councilmember Tankersley with a second by Councilmember Tucker to adjourn the meeting. Motion carried unanimously. 5-0-0-2

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

Against: None

Abstain: None

Absent: Mayor Pro-Tem Flory and Councilmember Farr

Mayor Flippo declared the City Council Meeting of June 4, 2019 adjourned at 7:14 p.m.

ATTEST: APPROVED:

_____ _____

City Secretary Janice England Mayor Todd Flippo

City of Saginaw

Meeting Date: 6/18/2019

Agenda Items: (4)(b)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Action regarding Agreement to Provide Professional Services related to Building Inspections with Jimmy Ross/Ross Inspection Service

BACKGROUND/DISCUSSION:
Earlier this year an Agreement to Provide Professional Services related to Building Inspections with Kevin McMillin was approved. The proposed agreement with Jimmy Ross/Ross Inspection Service replaces that agreement. There is no change to the services to be provided. However, it is estimated that there will be an annual cost savings of $35,000 over the previous agreement.

FINANCIAL IMPACT:
The financial impact will be $49,000 annually which will be covered by the revenue generated from the Rental Inspection Program and the recent reorganization of the Inspections Department.

RECOMMENDATION:
Staff recommends approval as presented.

ATTACHMENTS:

Description

Agreement--Ross Inspection Services

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into this ___ day of _____, 2019 effective immediately by and between the **Ross Inspection Service** ("CONTRACTOR") and the CITY OF SAGINAW, TEXAS, a municipal corporation of the State of Texas ("CITY"). For convenience, the CONTRACTOR and the CITY may sometimes be referred herein collectively as "parties" and individually as a "party."

WITNESSETH

WHEREAS, CITY desires to engage the CONTRACTOR to provide professional services as more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, CONTRACTOR agrees to provide such work and services for the CITY in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Employment of CONTRACTOR.**

(a) CITY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

(b) Notwithstanding anything to the contrary contained in this Agreement, CITY and CONTRACTOR agree and acknowledge that CITY is entering into this Agreement in reliance on CONTRACTOR's special and unique abilities. CONTRACTOR accepts the relationship of trust and confidence established between it and the CITY by this Agreement. CONTRACTOR acknowledges that CONTRACTOR shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. CONTRACTOR covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of CITY in accordance with CITY's requirements, in accordance with the highest standards of CONTRACTOR's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The CONTRACTOR warrants, represents, covenants, and agrees that all of the work to be performed by the CONTRACTOR under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving the work to be

performed in accordance with Exhibit “A” attached hereto and incorporated herein. CONTRACTOR warrants, represents, covenants, and agrees that the work he performs will be accurate and free from any material errors.

(c) CONTRACTOR will be responsible for supplying all tools and equipment necessary for CONTRACTOR to provide the services set forth in Exhibit “A” attached hereto.

2. **Compensation.** The CITY agrees to pay the CONTRACTOR the fees set forth in Exhibit “A” attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, CONTRACTOR shall provide City an invoice specifying the services provided during the previous month and the total amount owed by the City. Payment will be made by the CITY within thirty (30) days of receipt of an invoice from CONTRACTOR.

3. **Changes.** CITY may, from time to time require changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONTRACTOR, shall be incorporated in written amendment to this Agreement.

4. **Services and Materials to be Furnished by CITY.** CITY shall furnish the CONTRACTOR with all available information and data CONTRACTOR requests pertinent to the execution of this Agreement. CITY shall cooperate with the CONTRACTOR in carrying out the work herein and shall provide adequate staff for liaison with the CONTRACTOR.

5. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by CONTRACTOR pursuant to this Agreement shall be the property of the CITY. CONTRACTOR will deliver to the CITY copies of the prepared documents and materials. CONTRACTOR shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. CONTRACTOR may make copies of any and all such documents and items and retain same for its files. CONTRACTOR shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than CONTRACTOR subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.

6. **Termination of Agreement.** Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party.

7. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

8. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the CONTRACTOR.

9. **Final Decisions.** Serving as a CONTRACTOR to the CITY, CONTRACTOR shall advise all parties that final decisions shall be made by the City Council and/or City Manager.

10. Indemnification. THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT**. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT, AND HOLD HARMLESS CITY AND/OR ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS, AND AGENTS FROM ALL LIABILITY, INCLUDING LIABILITY FOR THE CONSEQUENCES OF THE NEGLIGENCE OF CITY AND/OR ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS OR AGENTS WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.**

11. **Insurance**. CONTRACTOR agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation and professional liability during the term of this Agreement in the amounts not less than those required of other professional consultants and contractors retained by CITY. CONTRACTOR shall provide CITY with evidence of such coverages in a form which is acceptable to the CITY. Such policies shall name the CITY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against the CITY.

12. **Personnel.** All of the services required hereunder will be performed by the CONTRACTOR or under CONTRACTOR's supervision, and all personnel engaged in the work shall be qualified to perform such services.

13. **Independent Contractor.** In performing the services under this Agreement, CONTRACTOR is acting as an independent contractor. No term or provision hereof be construed as making CONTRACTOR the agent, servant, or employee of the CITY or as creating a partnership or joint venture relationship between CONTRACTOR and the CITY.

14. **Assignability.** The parties hereby agree that CONTRACTOR may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.

15. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Tarrant County, Texas.

16. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, CITY and the CONTRACTOR have executed this Agreement as of the date first written above.

CITY OF SAGINAW, TEXAS

By: _____

Print Name: _____

Title: _____

Ross Inspection Service

By: _____

Print Name: Jimmy Ross

Title: Owner

Exhibit A

CONTRACTOR agrees to perform the following services at the fee shown with each service:

Ross Inspection Service will perform inspections for residential, commercial and all standalone permits for a flat rate of $49,000.00 per year billed monthly.

City of Saginaw

Meeting Date: 6/18/2019

Agenda Items: (4)(c)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Action regarding Community Link Building Improvement Grant Agreement

BACKGROUND/DISCUSSION:
On May 7, 2019, Council reviewed an application for the Building Improvement Grant (BIG) Program that was submitted by local non-profit partner, Community Link. This foodbank, which services the wider area and is located in Saginaw, requested assistance funding for a variety of projects; including the demolition of a residential structure located next door to their food pantry facility, the expansion of their facility to the neighboring site, and replacement of a broken volunteer door.

Although Community Link is an exceptional circumstance, as a tax-exempt entity in the City with a request over and above the BIG Policy cap of $5,000, Council approved moving forward with a matching grant of funds for Community Link in an amount not to exceed $7,500 in reimbursable dollars for improvements as listed in their original application. In keeping with the terms of the policy, not more than $5,000 of the total award may be used on a single category of enhancement; therefore, Community Link intends to request a reimbursement of $5,000 at the completion of the house demolition and another $2,500 request upon replacement of the volunteer door.

FINANCIAL IMPACT:
Up to $7,500 in reimbursable grant dollars from account #01-6142-13-00 (Building Improvement Grants)

RECOMMENDATION:
Motion to approve Chapter 380 Economic Incentive Agreement with Community Link as part of Saginaw's Building Improvement Grant Program.

ATTACHMENTS:

Description

Community Link Building Improvement Grant Agreement

Building Improvement Grant Program Agreement

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

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 300 S Belmont Street, Saginaw, Texas; and

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

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

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

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

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

Section 1. Term

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

Section 2. Definitions

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

ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the City.

Section 3. Economic Development Incentive

(a) Payment. Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and of the Policy, and the obligation of the Property Owner to repay the Incentive pursuant to Section 5(b) hereof, the City agrees to provide the Building Improvement Grant to the Property Owner to be paid in a single lump-sum payment after Property Owner makes a written request for reimbursement, in accordance with the requirements of the Policy. The total Building Improvement Grant shall be an amount not to exceed $7,500.00 and eligibility for any Enhancement category shall be limited as set forth in the Policy.

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

Section 4. Building Improvement Grant Conditions

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

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

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

Section 5. Termination

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

(1) mutual agreement of the parties;

(2) the Expiration Date;

(3) at the City's option, if any Impositions owed to the City or the State of Texas by Property Owner shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);

(4) by the City in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;

(5) by City, if the Property Owner suffers an event of bankruptcy or insolvency;

(6) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(b) In the event of termination by the City pursuant to (a)(3), (4), (5), or (6) the Property Owner shall immediately repay to the City an amount equal to Building Improvement Grant paid to Property Owner, if any, prior to termination of this Agreement.

Section 6. Miscellaneous

(a) Assignment. This Agreement may not be assigned without the prior written consent of the City.

(b) Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

(c) Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

(d) No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

(e) Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for Property Owner, to:

Community Link Mission
300 S Belmont Street
Saginaw, TX 76179

If intended for City, to:

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

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

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

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

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

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

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

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

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

City of Saginaw, Texas

By:

Todd Flippo, Mayor,

Attest:

By:

City Secretary

Executed on this _____ day of _____, 20 .

Property Owner

By: _____

Name:

EXHIBIT A

Community Link
Fighting Hunger~Giving Hope

Advisory Board

Mike Greene
Chairman
Dr. Scott Ballard
Ballard Family Dental
Dr. Jim Chadwell
Superintendent EMS-ISD
Dr. Danny Howe
Pastor First Baptist Saginaw
Kyle James
BNSF Railway-Terminal Superintendent
Donna Parker

Board of Directors

Rick Depler-President
Retired - BNSF
Blake Mabry-VPresident
Lead Pastor of Ministries
The Table Community Church
Larry Robertson-Treasurer
Craig Backus-Secretary
Marketing Director
DRKM Strategies
Josh Monaco
TD Ameritrade
Riley Watkins
Youth Pastor
Saginaw Church of Christ
Richard Kane
Community Link Volunteer
Dr. Linda Parker
Deputy Superintendent EMS-ISD
Clarence Jacobs
Lockheed Martin
Lisa Benedetti
Dean of Humanities Division-Tarrant County College, NW Campus
Jennifer Flippo
RN, MSN, CPNP
Doug Fox
Executive Director – NW YMCA
Michael Dimas
Oncor Electric

Department of Economic Development
Attn: Alora Wachholz
333 West McLeroy Blvd
Saginaw, Texas 76179

April 30, 2019

Dear Mrs. Wachholz,

We at Community Link are extremely thankful for our close partnership with the City of Saginaw. Since its founding in 2005, Community Link has been working hard to address the issues of hunger in the Northwest Tarrant County community. Our programs provide food, but we also know that hunger is not only a lack a food but a continued prevalence of poverty. Community Link offers employment assistance, application support for food stamps and vital healthcare aid, Christmas, and back to school support, while working hard to protect our clients' dignity.

16.6% of Tarrant County's population finds themselves being food insecure. In hopes of minimizing this statistic, this past year, Community Link distributed 1,406,398 pounds of food to over 38,000 individuals. Community Link has been and remains one of *Tarrant Area Food Bank's* largest partners in receiving and distributing food. Through a partnership with Tarrant County Community College, we were able to serve 413 college students through our mobile food pantry to address food insecurity for college students, a growing trend in our city, state, and nation. Running operationally lean, we have relied heavily on our 533 volunteers who last year worked 14,881 hours at an average of 26.9 hours per volunteer.

As you can see, we are focused on serving Northwest Tarrant county and Saginaw specifically. We would appreciate your consideration for funding for property enhancements. Our goals with these funds are to demolish the house adjacent to our pantry and move the fencing over. This will also require some fees from rezoning. We are also doing some building maintenance replacing doors and building a loading dock for safety, code, and efficiency. If you have any further questions concerning our organization of this project, feel free to contact us. We thank you in advance for your consideration.
Sincerely,

Karen Fuller
Executive Director
Community Link
817-847-4554 ext. 303

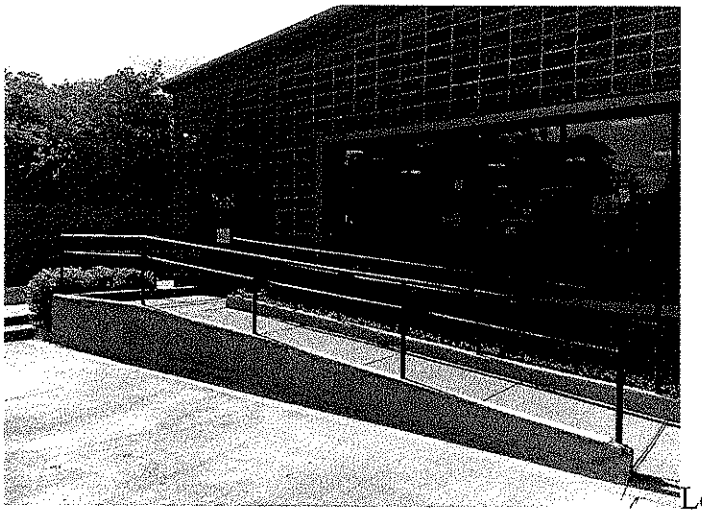
Community Link
Fighting Hunger~Giving Hope



House Being Demolished



Moved Fence Being Moved



Location of New Loading Dock

Saginaw, Texas

Application for Building Improvement Grant

Contact: Alora Wachholz, EDC Executive Director - (817) 230-0331 - aloraw@saginawtx.org

1	**PROJECT INFORMATION**						
A	**Property Address**: 116 Water Wood Drive						
B	**Estimated Begin Work Date**: 07/01/2019			**Estimated Completion Date**: 09/01/2019			
C	**Years in business at this location**: 14						
D	**Reason for requesting grant**: Improvements due to safety and code						
2	**ELIGIBILITY OF PROPERTY**						
	Yes	**No**	**Item**	**Notes**			
A	x		Within the City?	•			
B	x		Commercially zoned?	•			
C		x	Tax Paying entity?	• We are a major 501(c) 3 Non Profit operating in downtown Saginaw, TX			
D			City taxes in good standing?	•			
E		x	No City liens existing?	•			
F	x		Proof of ownership provided?	•			
G		x	Outstanding code violations?	•			
H	x		Frequency of Grants OK?	• In accordance with Section 3.1.8			
3	**ELIGIBILITY OF BUSINESS**						
	Yes	**No**	**Item**	**Notes**			
A	x		Business taxes in good standing?	•			
B			If not owner, authorization provided?	•			

4	**Enhancements**	Total Cost	Policy Max %	Policy Max $	Amount Requested	Amount Approved
A	Façade: (Section 4.3) •	15,258 $	50 %	$5,000	5,000 $	$
B	Interior Renovation: (Section 4.4) •	20,350 $	50 %	$5,000	5,000 $	$
C	Landscaping: (Section 4.5) •	3,405.24 $	50 %	$5,000	1702.62 $	$
D	Lighting: (Section 4.6) •	$	50 %	$5,000	$	$
E	Parking / Driveways: (Section 4.7) •	$	50 %	$5,000	$	$
F	Pedestrian Amenities: (Section 4.8) •	$	50 %	$5,000	$	$
G	Signage: (Section 4.9) •	$	50 %	$5,000	$	$
H	Code Compliance: (Section 4.10) •	$	50 %	$5,000	$	$
I	Demolition: (Section 4.11) •	5800 $	50 %	$5,000	2900 $	$
J	Public Art: (Section 4.12) •	$	50 %	$5,000	$	$
K	(Max. Grant Per Policy = $5,000) **TOTAL BUILDING IMPROVEMENT GRANT APPROVED:**					
L	**Describe any planned Non-Grant Enhancements:**					

5	**GRANT PRIORITIES**			
	Yes	**No**	**Preferred Area?**	**Notes**
A		X	Transportation Corridors including; Saginaw Blvd, Bailey Boswell Rd, Old Decatur Rd, Blue Mound Rd (west side), McLeroy Blvd;	•
B	x		Downtown	•
	Yes	**No**	**Preferred Business?**	**Notes**
C			Retail	• We are a major 501(c)3 operating in Saginaw, Texas
D			Restaurants	•
E			Professional Office	•
F			Industrial and manufacturing	•
G			Any sales-tax generating business	•

6	**ATTACHMENTS / EXHIBITS**			
	Yes	**No**	**Item**	**Notes**
A	x		Ownership documentation	•
B	x		Photos of existing conditions	•
C	x		Drawing, renderings, plans of the proposed enhancements	•
D	x		Written description of the enhancements including building materials and color schemes	•
E	x		Construction cost estimate	•
F			Copy of the signed lease agreement	• If Applicant is not property owner
G	x		Written support of the grant application from the owner	• If Applicant is not property owner

7	**CONTRACTOR INFORMATION**		
A	**Contractor for:** Demolition		
	Company Name: Midwest Wrecking Company		
	Contact Person: Kevin Dalton	Title:	
	Address: P.O. Box 161819		
	Wk Phone: 817-589-7062	Cell:	Fax: 817-590-9536
	Email:	Website:	
B	**Contractor for:** Loading Dock		
	Company Name: H&H Concrete		
	Contact Person: Kirk Haverkamp	Title:	
	Address: 2804 Prestige Road, Fort Worth, Texas 76244		
	Wk Phone: 8179941609	Cell:	Fax:
	Email: kirk.haverkamp@handhcod.com	Website:	
C	**Contractor for:** New Door		
	Company Name: Vortex Doors		
	Contact Person:	Title:	
	Address:		
	Wk Phone: 817-887-9253	Cell:	Fax:
	Email: ftwsc@VortextDoors.com	Website:	
D	**Contractor for:**		
	Company Name:		
	Contact Person:	Title:	
	Address:		
	Wk Phone:	Cell:	Fax:
	Email:	Website:	

8	**Applicant / Owner Certifications:** In accordance with Resolution 2018-23 adopting the Building Improvement Grant Policy, the undersigned do hereby certify the following:
A	**Section 7.1 - Application Accuracy**: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
B	**Section 7.2 - Compliance**: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Grant upon completion of the project shall constitute approval of the project by any City department, Board Member or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
C	**Section 7.3 - Insurance**: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.
D	**Section 7.4 - Maintenance**: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.
E	**Section 7.5 - Discretionary Rights**: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact, including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this policy.
F	**Section 7.6 - Policy Promotion**: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.
G	**Section 7.7 - Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.**
9	**I (we) hereby affirm the Certifications noted above and approve this Application for Building Improvement Grant incentives and the Enhancements identified herein.**

Property Owner		**Applicant / Business Representative**	
Company: Community Link Mission, Inc.		Company:	
Signed: Karen Fuller		Signed:	
Name: Karen Fuller		Name:	
Title: Executive Director		Title:	
W: 817-847-4554 ext. 303	C:	W:	C:
EM: karenfuller@community-linkmission.org		EM:	
Address: 300 S. Belmont Street Saginaw, Texas 76179		Address:	

H&H Concrete on Demand
2804 Prestige Rd.
Fort Worth, TX 76244

Date: 12/07/2018

Prepared By: Kirk Haverkamp

Phone: 817-994-1609

kirk.haverkamp@handhcod.com

Community Link
300 S Belmont Street
Saginaw, TX 76179
Contact: Lara Gay 817-847-4554
Email: laragay@community-link.org

Qty.	*Description*	*Unit*	*Cost Ea.*	*Total*
Option 1 (Loading Dock 48" Above Grade slope to Entrance)				
200	Sawcut and remove existing concrete for new ramp (6" Paving -minimum charge)	SF	$ 5.00	$ **1,000.00**
60	Sawcut and remove existing 6" Curb for new ramp and dumpster pad area	LF	$ 10.00	$ **600.00**
1	Grade work to establish proper drainage and elevations needed for new loading dock footprint	LS	$ 1,500.00	$ **1,500.00**
1	42'x10'x48" Tall Loading Dock - 3500 PSI Concrete with #4 reinforcing @ 12" OCEW including Walls and Slab, 6" Tall Perimeter curb included	LS	$ 11,950.00	$ **11,950.00**
1	42" Tall Pipe Railing w/ Intermediate and Top Railing painted rustoleum yellow	LS	$ 2,700.00	$ **2,700.00**
1	8" Dumpster Pad 8'x8' 3500 PSI Concrete w/ #4 @ 18" OCEW	LS	$ 1,750.00	$ **1,750.00**
1	New Concrete Striping/Paint for Firelane/Parking Spots (minimum charge)	LF	$ 850.00	$ **850.00**
	Option 1 Total			$ **20,350.00**
Option 2 (Loading Dock 48" Above Grade with 20' loading dock ramp)				
1,040	Sawcut and remove existing concrete for new ramp (6" Paving -minimum charge)	SF	$ 4.00	$ **4,160.00**
60	Sawcut and remove existing 6" Curb for new ramp and dumpster pad area	LF	$ 10.00	$ **600.00**
1	Grade work to establish proper drainage and elevations needed for new loading dock footprint, excavate new loading dock ramp area 42'x20'x24" and haul off spoils	LS	$ 4,560.00	$ **4,560.00**
1	42'x10'x48" Tall Loading Dock - 3500 PSI Concrete with #4 reinforcing @ 12" OCEW including Walls and Slab, 6" Tall Perimeter curb included	LS	$ 11,950.00	$ **11,950.00**
1	42" Tall Pipe Railing w/ Intermediate and Top Railing painted rustoleum yellow	LS	$ 2,700.00	$ **2,700.00**
-	8" Dumpster Pad 8'x8' 3500 PSI Concrete w/ #4 @ 18" OCEW	LS	$ 1,750.00	$ -
1	New Concrete Striping/Paint for Firelane/Parking Spots (minimum charge)	LF	$ 850.00	$ **850.00**
	Option 1 Total			$ **24,820.00**
	*Pricing good for 30 days from 12/07/2018			
	*Taxes Included in above pricing			

Date of Acceptance:_____

Signature:				
Inclusions:				
1. All labor and materials will be provided to complete the above quoted work.				
2. Green Saw (Thickness/4) as needed for paving areas				
3. 3500 PSI Concrete with #4 reinforcing @ 12" OCEW (walls, foundations, and paving)				
4. Spoils will be removed and disposed off site				
Exclusions/Notes:				
1. Lab Testing (density, proctor, samples, cylinders)				
2. Bond/Permits/License				
3. Erosion Control Plan (SWPPP)				
4. Professional Survey				
5. Rock Excavation				
6. Local Ordinances/Traffic Control as needed				
7. Damage to unmarked Utilities				
8. Final Grade Backfill				
9. Utilities				

VORTEX

PROPOSAL

1-800-698-6783

To	Site	Date 12/6/2018
COMMUNITY LINK 300 BELMONT ST FORT WORTH, TX 76179	COMMUNITY LINK 300 BELMONT ST FORT WORTH, TX 76179	
Attn. LARA GAY		
Ref. # SQ-77942	Phone (817) 847-4554 Fax	Job Phone (817) 847-4554

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

OPTION #3 – New Automatic Doors

We propose to furnish, deliver, and install the following subject to the terms noted below:

One (1) new **Bi-parting Glass and Aluminum Automatic Sliding Storefront Door** for your existing opening with the following benefits:

- **Clear or dark bronze anodized standard finishes**
- **Narrow stile with standard 10" bottom rails available to meet ADA requirements**
- **Clear tempered glass secured by new glass stops.**
- **All activation and safety sensors required for ANSI 156.10 compliance**
- **Full breakout or sliding panel breakout for emergency exit**
- **All door packages provided will comply with ANSI 156.10**

We will secure the new doors into place, align for proper clearance, lubricate all moving parts, adjust the operating speeds, test the locking system, clean the glass and surrounding area, and perform our Quality Assurance & Safety Check to insure safe and proper operation of the complete door system. A complete AAADM Safety Inspection and compliance report will be performed with the final installation.

FOR THE STARTING COST OF.....$15,288.00 + TAX

Please note this bid INCLUDES the following:

1. Vortex Exclusive **three (3) year Limited Warranty**.
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Continue on next page →

☒ Customer to list days or hours Vortex cannot do the work: _____

Payment Terms: 25 % on deposit. Balance due upon Completion.

This offer is good for 30 days. **SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.** Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.

Accepted: ("Customer")	**VORTEX INDUSTRIES, INC. ("VORTEX")**
By	By Melissa McGown (FTW)
Date	Date 12/6/2018

EXHIBIT A

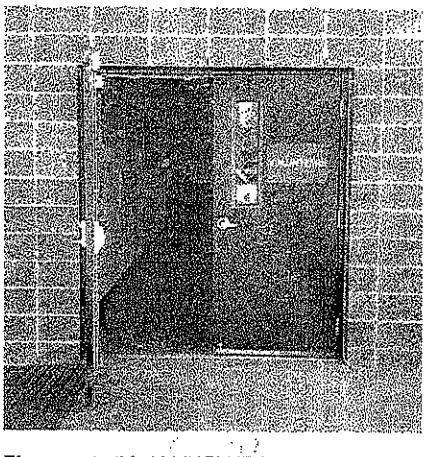
VORTEX®

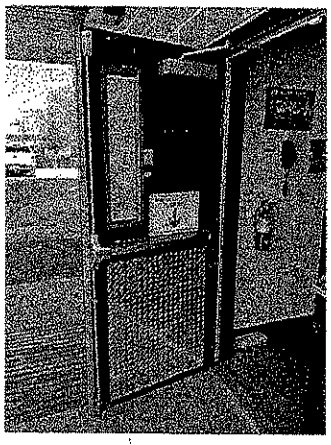
PROPOSAL

1-800-698-6783

To	Site	Date 12/6/2018
COMMUNITY LINK 300 BELMONT ST FORT WORTH, TX 76179 Attn. LARA GAY	COMMUNITY LINK 300 BELMONT ST FORT WORTH, TX 76179	
Ref. # SQ-77942	Phone (817) 847-4554 Fax	Job Phone (817) 847-4554

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.





Please note this bid INCLUDES the following:

1. Vortex Exclusive **ninety (90) day Limited Warranty** on labor.
2. Vortex Exclusive **1-3 years warranty *on all select new material.***
3. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
4. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

Any hidden conditions or damage.
Any finish paint.
Prevailing Wage Rates if required are not included unless specified.
Any item not called out above.

Please fax or email signed proposal to: **FTWSC@VortexDoors.com**
(817) 887-9253
(817) 887-9254 (Fax)

☒ Customer to list days or hours Vortex cannot do the work: _____

Payment Terms: 25 % on deposit. Balance due upon Completion.

This offer is good for 30 days. **SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.** Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.

Accepted: ("Customer")	**VORTEX INDUSTRIES, INC. ("VORTEX")**
By	By Melissa McGown (FTW)
Date	Date 12/6/2018

EXHIBIT A

MIDWEST WRECKING CO. OF TEXAS, INC.

COMMERCIAL & INDUSTRIAL DEMOLITION

P.O. Box 161819 • Fort Worth, Texas 76161 • Phone: 817-589-7062 • Fax: 817-590-9536

Mr. Ed Daniels
Community Link
eddaniels@community-link.org
817-307-4987

April 9, 2019

Reference: 320 Belmont – Saginaw, Texas

Dear Mr. Daniels:

We propose and agree to furnish all labor, material, equipment and insurance necessary to complete subject work, in accordance with the following:

1. Obtain demolition permit.
2. Demolish, remove and legally dispose of the structure including the slabs and foundations.
3. Loader grade disturbed area.

The above listed items of work will be completed for the lump sum amount of Five Thousand Eight Hundred Dollars ($ 5,800.00).

* We have not included removal, capping or disconnection of utilities.
* We have not included backfill.
* We have not included removal of any hazardous waste.

Thank you for allowing Midwest Wrecking Co. of Texas the opportunity to provide a proposal on this project and please do not hesitate to contact the undersigned if we may be of further assistance.

Sincerely,
Midwest Wrecking Co. of Texas

Kevin Dalton

EXHIBIT A

D217181058 8/8/2017 8:18 AM PGS 4 Fee: $28.00 Submitter: CSC ERECORDING SOLUTIONS
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia Mary Louise Garcia

TXOT- GF # 9000181700471 WD
#18 - DW

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: **AUGUST 4, 2017**

GF# 9000181700471

Grantor: **BRANDON SCOTT, A MARRIED PERSON, NOT JOINED HEREIN BY MY SPOUSE AS THE PROPERTY HEREIN CONSTITUTES NO PART OF MY HOMESTEAD**

Grantor's Mailing Address: **113 INDIAN PAINT DR., JUSTIN, TEXAS 76247**

Grantee: **COMMUNITY LINK MISSION, INC., A TEXAS CORPORATION**

Grantee's Mailing Address: **300 BELMONT ST., FORT WORTH, TEXAS 76179**

Consideration: TEN AND NO/100——($10.00)——DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed;

Property (including any improvements):

EXHIBIT "A"

Reservations from Conveyance:

THIS CONVEYANCE IS MADE SUBJECT TO AND THERE IS EXCEPTED HEREFROM, ALL OIL, GAS AND OTHER MINERALS AND ROYALTIES HERETOFORE RESERVED OR CONVEYED TO OTHERS AND GRANTOR HEREBY EXCEPTS AND RESERVES UNTO GRANTOR, GRANTOR'S HEIRS SUCCESSORS AND ASSIGNS FOREVER, ALL REMAINING OIL, GAS AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE LANDS DESCRIBED HEREIN. IF THE MINERAL ESTATE IS SUBJECT TO EXISTING PRODUCTION OR AN EXISTING LEASE, THIS RESERVATION INCLUDES THE PRODUCTION, THE LEASE AND ALL BENEFITS FROM IT.

GRANTOR DOES HEREBY EXPRESSLY RELEASE AND WAIVE, ON BEHALF OF THE GRANTOR AND THE GRANTOR'S HEIRS, SUCCESSORS, AND ASSIGNS, ALL RIGHTS OF INGRESS AND EGRESS, AND ANY AND ALL OTHER RIGHTS OF EVERY KIND AND CHARACTER WHATSOEVER, TO ENTER UPON AND USE ANY PART OF THE SURFACE OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO ENTER UPON AND USE ANY PART OF THE SURFACE OF THE SUBJECT PROPERTY FOR ANY PURPOSE INCIDENT TO EXPLORING FOR, DEVELOPING, DRILLING FOR, PRODUCING, TRANSPORTING, MINING, TREATING, OR STORING THE OIL, GAS AND OTHER MINERALS IN, ON, AND UNDER THE SUBJECT PROPERTY.

NOTHING HEREIN CONTAINED SHALL EVER BE CONSTRUED TO PREVENT THE GRANTOR, OR THE GRANTOR'S HEIRS, SUCCESSORS, OR ASSIGNS, FROM DEVELOPING OR PRODUCING THE OIL, GAS AND OTHER MINERALS IN AND UNDER THE SUBJECT PROPERTY BY POOLING OR BY DIRECTIONAL DRILLING UNDER THE SUBJECT PROPERTY FROM WELL SITES LOCATED ON TRACTS OUTSIDE THE SUBJECT PROPERTY.

Exceptions to Conveyance and Warranty:

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREM TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO THIS CONVEYANCE OR GRANTEE'S USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIENS, ZONING ORDINANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND ALL VALID UTILITY EASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE SUBDIVISION IN WHICH SAID REAL PROPERTY IS LOCATED, RECORDED EASEMENTS, MINERAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS, IF ANY, AFFECTING THE HEREIN DESCRIBED PROPERTY BUT ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING.

Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's

TXT - GF # 9000181700471 WD
#18 - DW

EXHIBIT A

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GF# 9000181700471

Date: **AUGUST 4, 2017**

Grantor: **BRANDON SCOTT, A MARRIED PERSON, NOT JOINED HEREIN BY MY SPOUSE AS THE PROPERTY HEREIN CONSTITUTES NO PART OF MY HOMESTEAD**

Grantor's Mailing Address: **113 INDIAN PAINT DR., JUSTIN, TEXAS 76247**

Grantee: **COMMUNITY LINK MISSION, INC., A TEXAS CORPORATION**

Grantee's Mailing Address: **300 BELMONT ST., FORT WORTH, TEXAS 76179**

Consideration: TEN AND NO/100-------($10.00)-------DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed;

Property (including any improvements):

EXHIBIT "A"

Reservations from Conveyance:

THIS CONVEYANCE IS MADE SUBJECT TO AND THERE IS EXCEPTED HEREFROM, ALL OIL, GAS AND OTHER MINERALS AND ROYALTIES HERETOFORE RESERVED OR CONVEYED TO OTHERS AND GRANTOR HEREBY EXCEPTS AND RESERVES UNTO GRANTOR, GRANTOR'S HEIRS SUCCESSORS AND ASSIGNS FOREVER, ALL REMAINING OIL, GAS AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE LANDS DESCRIBED HEREIN. IF THE MINERAL ESTATE IS SUBJECT TO EXISTING PRODUCTION OR AN EXISTING LEASE, THIS RESERVATION INCLUDES THE PRODUCTION, THE LEASE AND ALL BENEFITS FROM IT.

GRANTOR DOES HEREBY EXPRESSLY RELEASE AND WAIVE, ON BEHALF OF THE GRANTOR AND THE GRANTOR'S HEIRS, SUCCESSORS, AND ASSIGNS, ALL RIGHTS OF INGRESS AND EGRESS, AND ANY AND ALL OTHER RIGHTS OF EVERY KIND AND CHARACTER WHATSOEVER, TO ENTER UPON AND USE ANY PART OF THE SURFACE OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO ENTER UPON AND USE ANY PART OF THE SURFACE OF THE SUBJECT PROPERTY FOR ANY PURPOSE INCIDENT TO EXPLORING FOR, DEVELOPING, DRILLING FOR, PRODUCING, TRANSPORTING, MINING, TREATING, OR STORING THE OIL, GAS AND OTHER MINERALS IN, ON, AND UNDER THE SUBJECT PROPERTY.

NOTHING HEREIN CONTAINED SHALL EVER BE CONSTRUED TO PREVENT THE GRANTOR, OR THE GRANTOR'S HEIRS, SUCCESSORS, OR ASSIGNS, FROM DEVELOPING OR PRODUCING THE OIL, GAS AND OTHER MINERALS IN AND UNDER THE SUBJECT PROPERTY BY POOLING OR BY DIRECTIONAL DRILLING UNDER THE SUBJECT PROPERTY FROM WELL SITES LOCATED ON TRACTS OUTSIDE THE SUBJECT PROPERTY.

Exceptions to Conveyance and Warranty:

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREM TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO THIS CONVEYANCE OR GRANTEE'S USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIENS, ZONING ORDINANCES, UTILITY DISTRICT

heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

BRANDON SCOTT

ACCEPTED AND AGREED TO:

COMMUNITY LINK MISSION, INC., A TEXAS CORPORATION

BY: _____

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Denton

This instrument was acknowledged before me on the 4 day of August, 2017, by **BRANDON SCOTT, A MARRIED PERSON.**

DOREEN WENTWORTH
Notary Public
State of Texas
ID # 123959850
Comm. Expires 8/17/2017

Notary Public, State of Texas
Notary's Name (printed):
Notary's commission expires:

NOTICE: This document affects your legal rights. Read it carefully before signing.

AFTER RECORDING RETURN TO:
COMMUNITY LINK MISSION, INC., A TEXAS CORPORATION
300 BELMONT ST.
FORT WORTH, TEXAS 76179

PREPARED IN THE LAW OFFICE OF:
NEWMAN & LAWLER
A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
200 BAILEY AVE., SUITE 100
FORT WORTH, TEXAS 76107

DocuSign Envelope ID: A25E32F9-FA25-40B9-B9BD-113C09F874E1

heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

_____
BRANDON SCOTT

ACCEPTED AND AGREED TO:

COMMUNITY LINK MISSION, INC., A TEXAS CORPORATION

DocuSigned by:
BY: Robert Stevens
896AF9A4490B41D...

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, _____, by **BRANDON SCOTT, A MARRIED PERSON.**

_____
Notary Public, State of Texas
Notary's Name (printed):
Notary's commission expires:

NOTICE: This document affects your legal rights. Read it carefully before signing.

AFTER RECORDING RETURN TO:
COMMUNITY LINK MISSION, INC., A TEXAS CORPORATION
300 BELMONT ST.
FORT WORTH, TEXAS 76179

PREPARED IN THE LAW OFFICE OF:
NEWMAN & LAWLER
A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
200 BAILEY AVE., SUITE 100
FORT WORTH, TEXAS 76107

EXHIBIT A

TRACT I:

Being Lot 6 in Block 6 of Original Town of Saginaw, in Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 21 of the Plat Records of Tarrant County, Texas.

TRACT II:

Being a 0.001 acre tract of land situated in the Town of Saginaw, Tarrant County, Texas, and being a part of Lot 5 in Block 6 of Original Town of Saginaw, in Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 21 of the Plat Records of Tarrant County, Texas, and being all of that certain tract of land conveyed to Sam C. Applewhite, as described by deed recorded in Volume 1920, Page 118, of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with yellow cap marked "Arthur Surveying Company" set for the southwest corner of the herein described tract, same point being the southwest corner of said Lot 5 and the northeast corner of Lot 6 of said Block 6, same point being in the northeast line of an unimproved 16 foot alley right-of-way;

THENCE North 21 degrees 16 minutes 00 seconds West, along the northeast line of said 16 foot alley right-of-way and along the westerly line of said Lot 5, a distance of 1.25 feet to a ½ inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

THENCE North 69 degrees 11 minutes 19 seconds East, traversing across said Lot 5, a distance of 18.5 feet to a ½ inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

THENCE South 21 degrees 16 minutes 00 seconds East, a distance of 1.25 feet to a ½ inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner in the northerly line of said Lot 6;

THENCE South 69 degrees 11 minutes 19 seconds West, along the northerly line of said Lot 6, a distance of 18.50 feet to the POINT OF BEGINNING and containing a total of 0.001 acre of land, more or less, and being subject to any and all easements that may affect.

EXHIBIT A

SUZANNE HENDERSON

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

COMMUNITY LINK MISSION INC
208 S HAMPSHIRE
SAGINAW, TX 76179

Submitter: BEADLES NEWMAN ET AL

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	12/16/2010 11:26 AM			
Instrument #:	D210310465			
	WD	3	PGS	$20.00

By: _____

D210310465

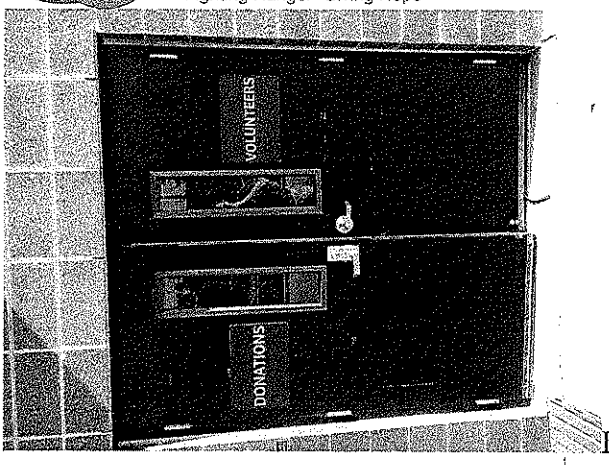
ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN

EXHIBIT A

Community Link

Fighting Hunger~Giving Hope



Door Being Replaced

Tarrant Area FOOD BANK
FIGHTING HUNGER IN 13 COUNTIES

300 S. Belmont St, Saginaw, TX 76179
817-847-4554
www.CommunityLinkMission.org
501(c)(3) Organization – 20-3579283

FEEDING AMERICA

Property (including any improvements):

Lots 1 and 2, Block 6, ORIGINAL TOWN OF SAGINAW, Tarrant County, Texas, according to plat recorded in Volume 106, Page 21, Deed Records of Tarrant County, Texas.

Property Address: 300 S. Belmont St., Saginaw, Texas 76179

Reservations from Conveyance:

"Mineral Estate" means all oil, gas, and other minerals in or under the Property, any royalty under any existing or future lease covering any part of the Property, surface rights (including rights of ingress and egress), production and drilling rights, lease payments, and all related benefits.

Grantor reserves all of the Mineral Estate owned by Grantor.

Grantor waives Grantor's surface rights (including rights of ingress and egress).

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters, to the extent the same are in effect at the date of this instrument, relating to the hereinabove described property: Restrictions of record, if any; Reservations of mineral and/or royalty interests, if any; Terms, conditions, and stipulations contained in any Oil, Gas and Mineral Leases, if any; Easements and set backs of record, if any, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from

EXHIBIT A

----------[Space Above This Line For Recording Data]----------

RTC GF# NW-10-03281-YG;bgb

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: NOVEMBER 19, 2010

Grantor: THE McNEILL FAMILY PARTNERSHIP, L.P., a Texas limited partnership

Grantor's Mailing Address:

THE McNEILL FAMILY PARTNERSHIP, L.P.
8640 Boat Club Rd.
Fort Worth, Texas 76179
Tarrant County

Grantee: COMMUNITY LINK MISSION, INC., a Texas corporation

Grantee's Mailing Address:

COMMUNITY LINK MISSION, INC.
208 Hampshire
Saginaw, Texas 76179

STATE OF TEXAS)

COUNTY OF TARRANT)

This instrument was acknowledged before me on November 19, 2010, by LINDA M. STEGALL, General Partner of J. D. McNEILL MANAGEMENT, L.L.C., a Texas limited liability company, on behalf of said limited liability company, General Partner of THE McNEILL FAMILY PARTNERSHIP, L.P., a Texas limited partnership.

Yerula Gutierrez

Notary Public, State of Texas
My commission expires: 3-21-13

YERULA GUTIERREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/21/2013

PREPARED IN THE OFFICE OF:

RATTIKIN & RATTIKIN, L.L.P.
Wells Fargo Tower
201 Main Street, Suite 800
Fort Worth, Texas 76102

AFTER RECORDING RETURN TO:

COMMUNITY LINK MISSION, INC.
208 Hampshire
Saginaw, Texas 76179

Saginaw, Texas
Building Improvement Grant Policy

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

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

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

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

Section 1.
Introduction & Goals

This program is a matching grant program that reimburses commercial property owners or business operators for Eligible Enhancements made to the Property. The goals of this Policy are to:

1.1. Enhance the commercial viability and sustainability of commercial properties in the City;

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

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

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

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

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

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

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

Section 2.
Definitions

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

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

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

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

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

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

City: The City of Saginaw, Texas.

City Council: The City Council of the City.

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

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

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

Enhancements: Shall be as defined in Section 4 herein.

Façade: Shall mean the exterior of a building.

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

Policy: Shall mean this Building Improvement Grant Policy.

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

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

Staff: The City Manager or their designee.

Section 3.
Eligibility

The following Properties and Businesses are eligible to receive Grants.

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

- 3.1.1. Within the City: Property must be located within the City's municipal boundaries.
- 3.1.2. Non-Residentially Zoned: Property must be zoned for uses other than residential uses and the current use of the Property may not be residential.
- 3.1.3. Tax-Paying Entity: The Property must be subject to the City's Ad Valorem property tax.
- 3.1.4. Financial Standing: Property shall be in good standing as it relates to taxes or any monies due to the City.
- 3.1.5. City Liens: Property shall be in good standing as it relates to any liens held by the City.
- 3.1.6. Ownership: Property owners must provide sufficient proof of ownership.
- 3.1.7. Code Violations: Property must not have any outstanding code violations.
- 3.1.8. Frequency: Property must not have received a Grant for the same category of Enhancement (e.g. Façade, Landscaping) in a twelve month period.

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

- 3.2.1. Financial Standing: The business shall be in good standing as it relates to taxes or any monies due to the City.
- 3.2.2. Tax-Paying Entity: The business must be a tax-paying entity.
- 3.2.3. Property Owner Approval: Businesses, if not the owner of the property to be occupied, must provide a copy of their lease agreement and support of the Application from the Property owner prior to approval of the Application.

Section 4.
Enhancements

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

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

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

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

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

4.3.1. Façade Materials: Replacing deteriorated or unsafe façade materials with brick, stone, tile, wood, or siding meeting the City's masonry requirements and / or architectural standards. Removal of "slip" coverings of prior façade materials and re-establishment of historic façade details. Repointing of mortared joints, replacement or repair of damaged masonry.

4.3.2. Cleaning: Pressure washing or sand blasting existing facades, cleaning of tiles.

4.3.3. Painting: Scraping, priming and otherwise preparing the surface and painting.

4.3.4. Window / Doors: Replacement of or improvements to existing windows or doors that are visible from a public street. New windows and doors matching replaced windows or doors. Replacement of broken glass panes.

4.3.5. Awnings / Canopies: Replacement of or improvements to existing awnings or canopies. New awnings or canopies.

4.3.6. Historical Restoration: Restoration of architectural details of historic significance and / or removal of elements covering such details.

4.3.7. Roof Repair: Replacement or repair of all or portions of the roof.

4.3.8. Gutters and Downspouts: Replacement or repair of existing gutters and / or downspouts.

4.3.9. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: burglar bars, painting a new building.

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

4.4.1. Renovations: Renovations that enhance the commercial usability of the building.

4.4.2. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: painting, wallpaper, and other types of aesthetic treatments.

4.5. Landscaping: The following are Eligible Enhancements except as noted otherwise:

4.5.1. Edging: Providing a perimeter to shrub beds with materials deemed to be of a long life, e.g. brick, stone, concrete, steel.

4.5.2. Shrubs and Trees: Shrubs and / or trees of a variety that are sustainable in the area when combined with removal of existing shrubs and / or trees that are either overgrown or of poor quality. Preference is given to xeriscape approaches using drought-tolerant plant species.

4.5.3. Seasonal Color: Providing one-time planting of annual or perennial flowers in critical areas adequate to provide an appealing impact.

4.5.4. Irrigation: Automatic irrigation system complying with all code requirements. Preference is given to water conservation measures and approaches (e.g. drip irrigation).

4.5.5. Lawn Renovation: Removal or re-establishment of an existing lawn with a desirable type of lawn. (An automatic irrigation system is required with this Enhancement.)

4.5.6. Fencing: Replacement of fencing or installation of new fencing that is visually appealing.

4.5.7. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: landscape pruning, mowing and / or maintenance.

4.6. Lighting: The following are Eligible Enhancements:

4.6.1. Interior: Lighting of a permanent nature that enhances the commercial viability of a building.

4.6.2. Pedestrian: Increases in lighting in pedestrian areas on or adjacent to the Property, e.g. sidewalks, parking lots.

4.6.3. Accents: Lighting that accentuates exterior features of the building or Property creating a pleasant ambience on the Property.

4.6.4. Signage: Lighting that illuminates signage identifying the business.

4.7. Parking / Driveways: The following are Eligible Enhancements except as noted otherwise:

4.7.1. Reconstruction: Removal of existing pavement, gravel, curbing, drives, accessibility ramps, etc. and replacement with reconstruction meeting City requirements.

4.7.2. Resurfacing: Re-topping asphalt parking areas.

4.7.3. Restriping: Repainting of parking stall stripes and / or fire lane graphics meeting the City's requirements.

4.7.4. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: Installation, repair or replacement of any surface that is not an all-weather hard surface as required by the City's code of ordinances.

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4.8. Pedestrian Amenities: The following are Eligible Enhancements:

4.8.1. Paving: Paving of a unique nature in areas that allow customers to congregate.

4.8.2. Seating Areas: Provisions for seating in areas where customers may congregate before, during or after supporting the business.

4.8.3. Shade: Provisions for shading pedestrian areas to include permanent or temporary canopies, awnings, umbrellas or similar shade structures.

4.8.4. Music: Provisions for permanent installation of fixtures to accommodate providing music in areas where customers congregate.

4.8.5. Trash Receptacles: Trash receptacles establishing or matching a design theme utilized throughout the pedestrian areas.

4.8.6. Play Equipment: Recreational equipment intended for the entertainment of children when placed on private property in close proximity to the primary building.

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

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

4.10. Code Compliance: The following are Eligible Enhancements:

4.10.1. Public Accessibility: Reconstruction or new construction to comply with public accessibility requirements.

4.10.2. Fire Suppression Systems: Replacement, upgrade, or installation of fire suppression systems in compliance with current codes.

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

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

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

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

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

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

A. Example 1: Applicant desires to do $12,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be $6,000, but the maximum Grant allowed by the Max Per Category would be $5,000. The lesser of the two is $5,000 which would be the maximum matching Grant for the $12,000 landscaping project. Further, within a 12-month period the Applicant cannot receive additional grants for any Enhancements (per Section 4.13.3).

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

Section 5.
Grant Priorities

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

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

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

5.1.2. Downtown areas.

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

5.2.1. Retail;

5.2.2. Restaurants;

5.2.3. Professional Office;

5.2.4. Industrial and manufacturing; and

5.2.5. Any sales-tax generating business.

Section 6.
Administrative Procedures

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

6.1. Pre-Submittal: All Applicants are encouraged to meet with Staff prior to preparation of an Application. Applicants should contact the following to set up a meeting.

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

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

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

A. Proof of ownership of the Property;

B. Photographs of the existing Property;

C. Drawings, renderings, plans of the proposed Enhancements;

D. Written description of the Enhancements including building materials and color schemes to be used;

E. Construction Cost estimate; and

F. If Applicant is not the Property owner:

i. Written approval of the Application from the owner; and

ii. Copy of the signed lease agreement.

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

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

6.3.1. Review Criteria:

A. Completeness of Application: Completeness of the Application; including all required attachments.

B. Grant Priorities: Whether the Application includes a targeted business classification or whether it is located in a targeted improvement area as defined in Section 5.

C. Impact: An estimation of the impact that the Enhancements might have, particularly as a catalyst for continued private investment.

D. Non-funded Improvements: Are the improvements associated with the Grant part of a larger effort to enhance the Property.

E. Elimination of a Non-Conformity: Do the Enhancements eliminate a legal non-conforming aspect of the Property.

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

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

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

6.4.1. Enhancements: List the specifications of the proposed Enhancements on the Property.

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

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

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

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

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

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

6.6.2. Beginning of Work: All work must begin within sixty (60) days of the issuance of the Notice to Proceed.

6.6.3. Completion of Work: All work for approved projects must be complete within ninety (90) days of the Notice to Proceed unless an Applicant's written request for extension is granted in writing by the Board.

6.7. Construction: All construction shall be in accordance with all requirements for permitting and inspection required by the City.

6.8. Verification: Upon completion and approval of the work by the City, Staff shall verify that the work has been performed as authorized in the approval action.

6.8.1. Documentation: The Applicant shall provide Staff with documentation necessary to determine the Construction Costs of the Enhancements as approved, e.g. copies of paid contractor invoices, receipts or processed checks. Construction Costs not supported by adequate documentation shall not be eligible for reimbursement.

6.9. Payment: Upon verification of compliance with the approval action, Staff shall cause a check to be issued to the Applicant in the approved amount.

6.9.1. Cost Overruns: Any costs above and beyond the amounts approved shall be the responsibility of the Applicant.

Section 7.
Applicant / Owner Certifications

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

7.1. Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.

7.2. Compliance: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Grant upon completion of the project shall constitute approval of the project by any City department or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.

7.3. Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.

7.4. Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.

7.5. Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this policy.

7.6. Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.

7.7. Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.

Section 8.
General Provisions

8.1. Termination: The City has the right to terminate any agreement under this Policy for any reason.

8.2. Changes During Construction: If an Applicant seeks to change the scope of their project after a Grant has been approved, the Applicant shall meet with Staff to discuss the desired change. Staff has the authorization to approve minor modifications during construction. Any other desired modification shall be placed before the approving body for reconsideration.

8.3. Flexibility: The terms and conditions of this Policy are a guideline for the Board during their deliberation and evaluation. The City reserves the right to modify the terms and conditions herein at any time, including for any pending application, and may approve a Grant on terms and conditions contrary to the guidelines set forth in this policy.

8.4. Section or Other Headings: Section or other headings contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of this Policy.

8.5. Severability: In the event that any provision of this Policy is determined to be illegal, invalid, or unenforceable, then, and in that event, it is the intention that the remainder of this Policy shall not be affected thereby.

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City of Saginaw

Meeting Date: 6/18/2019

Agenda Items: (4)(d)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action regarding recommendation from Advisory Recreation and Parks Board for purchase of one "Gingerbread House", "Santa Roping a Reindeer" and "Group of Four Self-standing LED Trees

BACKGROUND/DISCUSSION:

On June 10, 2019, the Recreation and Parks Advisory Board held a special called meeting. The agenda included an item to discuss the selection of Christmas decorations to be used to supplement and enhance the City of Saginaw's annual Christmas light displays.
The city's Beautification Committee is committing up to $15,000 in matching funds toward the purchase of the Christmas light displays. The board considered four choices and decided to recommend $25,000 for the purchase of one "Gingerbread House", "Santa Roping a Reindeer" and "Group of Four Self-standing LED Trees".
The cost summary is as follows:

"Gingerbread House"	$ 23,200.00
"Santa Roping a Reindeer"	$ 6,700.00
"Group of Four Self-standing LED Trees"	$ 9,692.24
Total	$39,592.24

FINANCIAL IMPACT:

The total financial impact will be $39,592.24. Funding in the amount of $24,592.24 will come from the Park Donation Fund which has an available fund balance of $94,078.61. Funding in the amount of $15,000 will come from the Beautification Donation Fund which has an available fund balance of $72,805.65.

RECOMMENDATION:

Staff recommends approval of the purchase of one "Gingerbread House", "Santa Roping a Reindeer" and "Group of Four Self-standing LED Trees in the amount of $39,592.24 from

Arnett Marketing utilizing the BuyBoard Contract.

ATTACHMENTS:

Description

Recreation and Parks Advisory Board Minutes

MINUTES OF A SPECIAL CALLED MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCLEROY BOULEVARD
JUNE 10, 2019

Present at the Meeting:

Chairman	Place No. 3	Charles Beasley
Vice Chairman	Place No. 5	Brack St. Clair
Member	Place No. 2	Janelle Young
Member	Place No. 4	Russell Jolly
Member	Place No. 7	Gregory Gerami
City Manager		Gabe Reaume
City Engineer		Andrew Simonsen
City Engineer		Dana Shumard
Public Works Director		Rick Trice
Assistant Public Works Director		Randy Newsom
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 6	Ronda Nyberg
Alternate Member	Alt. No. 2	Charity Deville
Streets and Parks Manager		Paul Wrzesinski

Visitors at the Meeting:

Karen Cromwell	Robbie Strauch
Ken Haney	Liam Strauch
Katherine McGill	Scott Powers
Laura Presley	Scott Cronian
Korie Kiser	Jamey Price
Zoe Kiser	Fred Stewart
Nikki Elliott	Kelly Stewart
Misty Farr	

The quorum for tonight's meeting consists of Chairman Beasley, Vice Chairman St Clair, Members Young, Jolly, Gerami

(1) Call to Order

Chairman Beasley called the meeting to order at 6:00 p.m.

(2) Audience Participation

Chairman Beasley advised the audience regarding the procedure to be followed to speak to the board.

(3) Public Review of Proposed Park Improvements

DPW Trice stated that an assessment had been completed covering all of the city's parks by Kimley Horn and Associates. He introduced Katherine McGill with Kimley Horn.

Ms. McGill shared a power point presentation summarizing conditions and needs of each park. After the presentation she explained there would be a 20 minute recess for board members and the public to view the displays set up in the lobby showing each park and improvements recommended. She also said there were response cards for input and requested everyone mark the boards showing their top 3 priorities of the projects shown.

The meeting was recessed at 6:20 p.m.

The meeting was called back to order at 6:40 p.m.

DPW Trice summarized the cost for proposed improvements for each park stating that the total for all parks would be approximately $28 million if all were completed. He advised the city is working on a bond package for a bond election but it would not be just for parks.

Scott Powers, Scott Cronian, Robbie Strauch and Jamey Price, all with the Eagle Mountain Soccer Association requested consideration be given for more and improved soccer facilities in the parks.

Kelly Stewart, 404 Mustang Drive in Saginaw, had comments regarding Opal Jennings Memorial Park.

Misty Farr, 213 Dominion Court in Saginaw, stated she appreciates the consideration to the all assessable playgrounds in all the parks.

DPW Trice said the same information presented tonight will be on the city website and social media requesting more public feedback. The information gathered from tonight's meeting and the result of feedback from an online survey would be combined to revise the concept plan.

(4) Discussion and Action Regarding the 2019 Christmas Displays in the Park

ADPW Newsom told the members that the Beautification Committee has agreed to fund $15,000 toward the purchase of the 2019 Christmas Display. He reviewed the choices made at the joint workshop with the Park Board and Beautification as the following: 4 self-standing LED Trees (14' to 25' tall) $9,692, Gingerbread House (25' x 21') $23,200, Santa Roping a Reindeer (20' x 12') $6,700 and Festive Trumpet (64' x 47') $64,000.

After a discussion a motion was made by Vice Chairman St. Clair with a second by Member Jolly to request that city council approve funding $25,000 from the Park donation Fund and using the $15,000 from the Beautification Fund to purchase the following:

Group of 4 self-standing LED trees (14' to 25' tall)
Gingerbread House (25' x 21')
Santa Roping a Reindeer (20' x 12')

Motion Carried

For.: Chairman Beasley Vice Chairman St. Clair,
Members Young, Jolly, Gerami

Against: None

Absent: Member Nyberg and Alternate Member Deville

(12) Adjournment

Motion was made by Member Gerami with a second by Vice Chairman St. Clair to adjourn the meeting. Motion carried.

For.: Chairman Beasley, Vice Chairman St. Claire,
Members Young, Jolly, Gerami

Against: None

Absent: Member Nyberg and Alternate Member DeVille

Chairman Beasley declared the meeting of June 10, 2019 closed at 7:05. p.m.

APPROVED:

_____

Charles Beasley, Chairman

ATTEST:

_____

Mary Ragle, Recording Secretary

City of Saginaw

Meeting Date: 6/18/2019

Agenda Items: (5)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Consideration and Action regarding Resolution No. 2019-14, Canvassing Returns and Declaring Results of Run-Off Election for Council Place 1 held on June 8, 2019

BACKGROUND/DISCUSSION:
The run-off election for Council Place 1 was held on Saturday, June 8th. The "unofficial" results are as follows: Shawn Morrison 67 votes and Charles E. Beasley - 68 votes. Tarrant County Elections should release the "official" results in the next few days and Resolution No. 2019-14 will be updated if there are any changes in the numbers.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval of Resolution No. 2019-14 as presented.

ATTACHMENTS:

Description

Res 2019-14

CITY OF SAGINAW RESOLUTION NO. 2019-14

A RESOLUTION OF THE CITY OF SAGINAW, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A RUN-OFF ELECTION HELD IN THE CITY OF SAGINAW NO JUNE 8, 2019 FOR THE PURPOSE OF ELECTING COUNCILMEMBER PLACE 1.

WHEREAS, on May 4, 2019, an election was held in the City of Saginaw for the purpose of filling the position of Councilmember Place 1; and

WHEREAS, no candidate in said election received the votes necessary to be elected to the office of City Councilmember Place 1; and

WHEREAS, on May 14, 2019, the City Council of the City of Saginaw, Texas adopted Resolution No. 2019-11 calling a run-off election to be held in the City on June 8, 2019 for the purpose of electing Councilmember Place 1; and

WHEREAS, said election was duly held at the time and place specified, after due notice as required by law had been given by posting and publication; and

WHERAS, only qualified voters of the City of Saginaw, Texas, were allowed to vote in said election; and

WHEREAS, there were 135 electors voting at said election, who cast votes as follows:

FOR COUNCILMEMBER PLACE 1

Shawn Morrison	67 Votes
Charles E. Beasley	68 Votes

as is reflected by the election returns heretofore filed by the election judges with the City Secretary;

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

1. That said election was duly called; that notice of said election was given in accordance with law and the resolution calling the election; that the election was held in accordance with law; that due return of said election has been made by the proper officers; and that the qualified voters of the City of Saginaw, Texas, voting in said election have duly elected Charles E. Beasley as Councilmember Place 1.

2. That the said Charles E. Beasley is hereby declared duly elected to the office of Councilmember Place 1, of the City of Saginaw, Texas.

3. That the proper officials are hereby authorized to administer the oath of office and do all things necessary to install said officer in their respective office.

ADOPTED AND APPROVED this 18th day of June, 2019.

APPROVED:

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney

City of Saginaw

Meeting Date: 6/18/2019

Agenda Items: (7)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action regarding a Development Agreement with AM & JK Development, LLC Related to Public Infrastructure Installation for Old Decatur Road Adjacent to The Square Development

BACKGROUND/DISCUSSION:

The developer of The Square, AM & JK Development, LLC, proposes to develop 22.2350 acres of Multi-Family (MF-2) and Community Commercial (CC) under a Planned Development in the northern area of the city. The roadway has 598.34 feet of frontage along Old Decatur Road. A Proportionality Study was conducted from the Traffic Impact Analysis provided by the developer. The proportionality study concluded that that the City was justified in requiring the developer to pay for 100% of the cost of the roadway adjacent to its development. Therefore, a development agreement between the developer and the City is necessary.

The agreement requires that the developer escrow funds in the amount of $549,573.20, the estimated cost of Old Decatur along the frontage of The Square. The escrow amount will be due to the City upon final platting of either Tract 3,4, or 5 as depicted in the Development Plan for The Square as approved by the City Council on April 16, 2019.

FINANCIAL IMPACT:

The City will receive escrow funds in the amount of $549,573.20 from the developer, pay the difference between the cost of required improvements by the developer AM & JK Development, LLC upon final platting of either Tract 3,4, or 5 as depicted in the Development Plan for The Square as approved by the City Council on April 16, 2019.

RECOMMENDATION:

It is recommended that the City Council approve the Development Agreement with AM & JK Development, LLC.

ATTACHMENTS:

Description

Development Agreement--The Square

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT FOR THE SQUARE ("Agreement") is made and entered into this ____ day of June, 2019, by and between the City of Saginaw, Texas (the "City"), and AM & JK Development, LLC ("Developer").

WITNESSETH

WHEREAS, The Square ("Project") is a development encompassing approximately 27.246 acres in Saginaw, Texas and described in further detail by the Development Plan for the Project attached as Exhibit 1 hereto as described by metes and bounds on Exhibit 2 hereto; and

WHEREAS, the City and Developer wish to address issues related to the Project and to provide for the Developer's share of construction and related costs of Old Decatur Road along the Project's frontage adjacent to the Project, as depicted in the Map attached hereto as Exhibit 3 hereto; and

WHEREAS, the City and Developer acknowledge and agree that the Developer's share of the total cost Old Decatur Road was determined by performing a rough proportionality determination in accordance with Texas and Federal law; and

WHEREAS, the City and Developer acknowledge and agree that the Developer's participation in the cost of the Old Decatur Road improvements, as detailed herein, constitutes 100% of the total cost for construction of all improvements related to the Project as estimated by the Developer, which estimate is attached as Exhibit 4 hereto; and

WHEREAS, the City and Developer agree that the Developer will deposit funds with the City in the amount of $549,573.20 to be used for the purpose of constructing improvements to Old Decatur Road and related costs, which improvements and costs are directly attributable to and necessitated by the Development; and

WHEREAS, the City and Developer acknowledge that the foregoing issues should be addressed through a development agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer covenant and agree as follows:

1. **Project Subject to City Ordinances.** The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable City ordinances and agreements related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the City. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the City.

2. **Developer Obligations**.

A. Developer agrees to deposit non-reimbursable cash funds in the amount of $549,573.20 with the City for its proportionate share of Old Decatur Road construction and related costs.

B. Developer agrees to deposit funds prior to issuance of a building permit for the multi-family development on Tract 2, as shown in the Development Plan for the Project.

C. City acknowledges and agrees that the funds paid by the Developer are to be used solely for the purpose of funding the Developer's roughly proportionate share of Old Decatur Road construction and related costs, which are necessitated by and attributable to the Development.

3. Captions and Headings. The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

4. Covenant Running with the Land. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future, and it is the intent of this Agreement, and the parties so acknowledge, that all phases of the Project shall be subject to this Section of this Agreement.

5. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas. Venue for any action arising under this Agreement shall lie in Tarrant County, Texas.

6. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, by personal delivery, or by overnight courier to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: The City of Saginaw, Texas
333 West Mcleroy Blvd.
Saginaw, Texas 76179
Attn: City Manager's Office

If to Developer: AM & JK Development, LLC

_____

_____

Attn:_____

7. **Attorneys' Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

9. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

10. Filing in Tarrant County Deed Records. This Agreement or a memorandum thereof shall be filed in the deed records of Tarrant County, Texas. Upon any sale or other transfer of any ownership rights in any unplatted portion of the Property, Developer shall notify the City in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records.

11. Authority. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same.

12. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

13. Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than ten (10) days after written notice of the alleged failure has been given). Each of the City and Developer agree that no party will be liable for any punitive, speculative, consequential or special damages under this Agreement.

14. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law.

Developer has carefully reviewed the development exactions (both construction and payment obligations) mandated by the City associated with the Project and has been afforded the opportunity to consult with the City and Developer's own professional consultants in order ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions associated with the Project are roughly proportionate to the impact of the Project except as expressly set forth in this Agreement. In addition, if the terms of this Agreement are fulfilled, Developer knows of no development exaction associated with the Project that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904, and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard, 512* U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

15. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit 1 Development Plan for the Project;

Exhibit 2 Metes and Bounds Description;

Exhibit 3 Map depicting construction of Old Decatur Road Improvements; and

Exhibit 4 Opinion of Probable Cost Old Decatur Road Adjacent to the Project.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

THE CITY OF SAGINAW, TEXAS

By: _____
Todd Flippo
Mayor, City of Saginaw

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the _____ day of June, 2019 by Todd Flippo, Mayor of the City of Saginaw, Texas, on behalf of the City of Saginaw, Texas.

_____
Notary Public, State of Texas

DEVELOPER:

AM & JK DEVELOPMENT, LLC

By: AM & JK Development, LLC ,
its authorized agent

By: _____

Name: _____

Title: _____

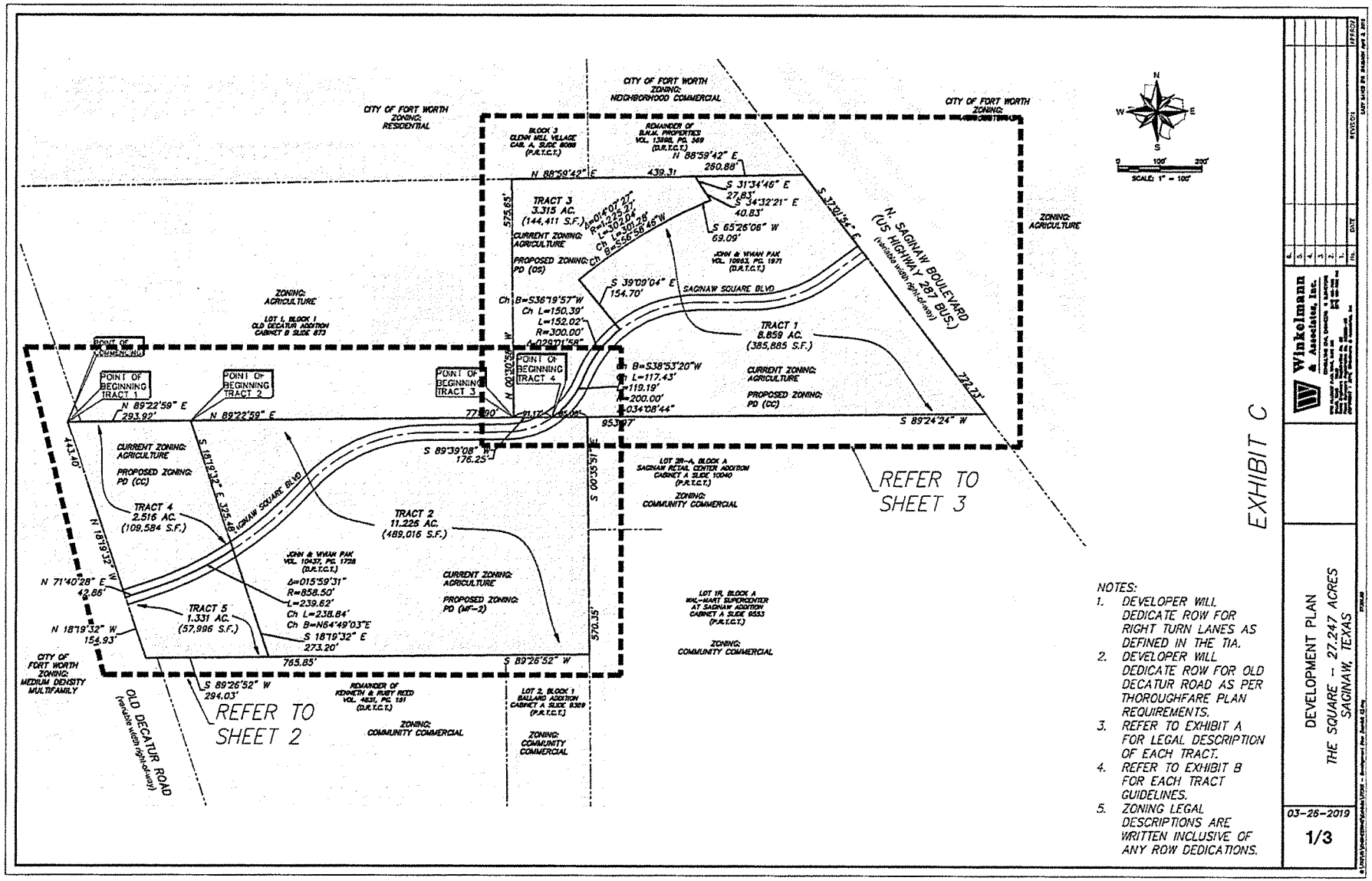
STATE OF TEXAS §
§
COUNTY OF TARRANT §

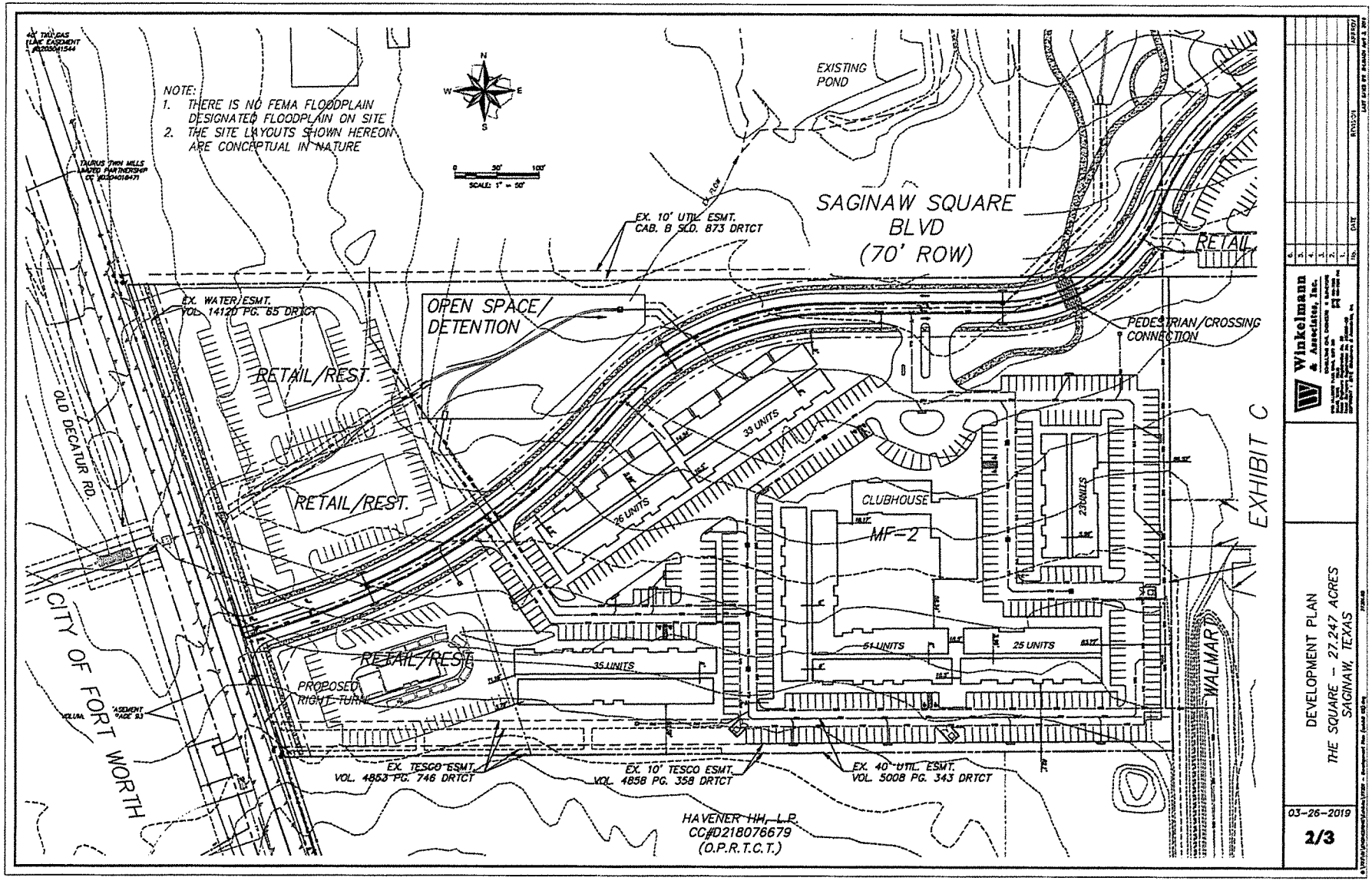
This instrument was acknowledged before me on this the _____ day of May, 2019 by _____, the _____ of AM & JK Development, LLC, as _____ of AM & JK Development, LLC, on behalf of said entities.

_____
Notary Public, State of Texas

Exhibit 1

Development Plan for The Square


CITY OF FORT WORTH ZONING: RESIDENTIAL
CITY OF FORT WORTH ZONING: NEIGHBORHOOD COMMERCIAL
CITY OF FORT WORTH ZONING:
ZONING: AGRICULTURE
BLOCK 3 GLENN HILL VILLAGE CAB. A, SLIDE 8088 (P.R.T.C.T.)
REMAINDER OF B.M.M. PROPERTIES VOL. 13898, PG. 349 (D.R.T.C.T.)
N 88°59'42" E 439.31
N 88°59'42" E 260.88'
S 31°34'46" E 27.83'
S 34°32'21" E 40.83'
S 65°26'06" W 69.09'
TRACT 3 3.315 AC. (144,411 S.F.)
CURRENT ZONING: AGRICULTURE
PROPOSED ZONING: PD (OS)
Δ=014°07'27" R=1225.92' L=302.04' Ch L=301.28' Ch B=S56°58'45"W
575.65'
S 37°01'54" E
N. SAGINAW BOULEVARD (US HIGHWAY 287 BUS.) (variable width right-of-way)
JOHN & VIVIAN PAK VOL. 10933, PG. 1971 (D.R.T.C.T.)
S 39°09'04" E 154.70'
SAGINAW SQUARE BLVD
Ch B=S36°19'57"W Ch L=150.39' L=152.02' R=300.00' Δ=029°01'58"
TRACT 1 8.859 AC. (385,885 S.F.)
CURRENT ZONING: AGRICULTURE
PROPOSED ZONING: PD (CC)
Ch B=S38°53'20"W Ch L=117.43' L=119.19' R=200.00' Δ=034°08'44"
778.33'
S 89°24'24" W
953.97'
POINT OF COMMENCING
LOT 1, BLOCK 1 OLD DECATUR ADDITION CABINET B SLIDE 873
POINT OF BEGINNING TRACT 1
POINT OF BEGINNING TRACT 2
POINT OF BEGINNING TRACT 3
POINT OF BEGINNING TRACT 4
N 89°22'59" E 293.92'
N 89°22'59" E 771.90'
N 00°30'35" W 575.65'
S 89°39'08" W 176.25'
S 00°35'51" W
CURRENT ZONING: AGRICULTURE
PROPOSED ZONING: PD (CC)
TRACT 4 2.516 AC. (109,584 S.F.)
TRACT 2 11.226 AC. (489,016 S.F.)
S 18°19'32" E 325.48'
SAGINAW SQUARE BLVD
N 18°19'32" W 141.40'
N 71°40'28" E 42.86'
N 18°19'32" W 154.93'
TRACT 5 1.331 AC. (57,996 S.F.)
JOHN & VIVIAN PAK VOL. 10437, PG. 1728 (D.R.T.C.T.)
Δ=015°59'31" R=858.50' L=239.62' Ch L=238.84' Ch B=N64°49'03"E
S 18°19'32" E 273.20'
765.85'
S 89°26'52" W
570.35'
CURRENT ZONING: AGRICULTURE
PROPOSED ZONING: PD (MF-2)
LOT 2R-A, BLOCK A SAGINAW RETAIL CENTER ADDITION CABINET A SLIDE 10040 (P.R.T.C.T.)
ZONING: COMMUNITY COMMERCIAL
LOT 1R, BLOCK A WAL-MART SUPERCENTER AT SAGINAW ADDITION CABINET A SLIDE 6555 (P.R.T.C.T.)
ZONING: COMMUNITY COMMERCIAL
CITY OF FORT WORTH ZONING: MEDIUM DENSITY MULTIFAMILY
OLD DECATUR ROAD (variable width right-of-way)
S 89°26'52" W 294.03'
REMAINDER OF KENNETH & RUBY REED VOL. 4631, PG. 191 (D.R.T.C.T.)
ZONING: COMMUNITY COMMERCIAL
LOT 2, BLOCK 1 BALLARD ADDITION CABINET A SLIDE 8309 (P.R.T.C.T.)
ZONING: COMMUNITY COMMERCIAL
REFER TO SHEET 2
REFER TO SHEET 3
N
W
E
S
0 100' 200'
SCALE: 1" = 100'
EXHIBIT C
NOTES:
1. DEVELOPER WILL DEDICATE ROW FOR RIGHT TURN LANES AS DEFINED IN THE TIA.
2. DEVELOPER WILL DEDICATE ROW FOR OLD DECATUR ROAD AS PER THOROUGHFARE PLAN REQUIREMENTS.
3. REFER TO EXHIBIT A FOR LEGAL DESCRIPTION OF EACH TRACT.
4. REFER TO EXHIBIT B FOR EACH TRACT GUIDELINES.
5. ZONING LEGAL DESCRIPTIONS ARE WRITTEN INCLUSIVE OF ANY ROW DEDICATIONS.
Winkelmann & Associates, Inc.
DEVELOPMENT PLAN
THE SQUARE – 27.247 ACRES
SAGINAW, TEXAS
03-26-2019
1/3


NOTE:
1. THERE IS NO FEMA FLOODPLAIN DESIGNATED FLOODPLAIN ON SITE
2. THE SITE LAYOUTS SHOWN HEREON ARE CONCEPTUAL IN NATURE
SCALE: 1" = 50'
EXISTING POND
SAGINAW SQUARE BLVD (70' ROW)
EX. 10' UTIL. ESMT. CAB. B SLD. 873 DRTCT
EX. WATER ESMT. VOL. 14120 PG. 65 DRTCT
OPEN SPACE/ DETENTION
PEDESTRIAN/CROSSING CONNECTION
RETAIL/REST.
RETAIL/REST.
RETAIL/REST.
RETAIL
OLD DECATUR RD.
CITY OF FORT WORTH
33 UNITS
36 UNITS
CLUBHOUSE
MF-2
230 UNITS
51 UNITS
25 UNITS
35 UNITS
PROPOSED RIGHT TURN
WALMART
EXHIBIT C
EX. TESCO ESMT. VOL. 4853 PG. 746 DRTCT
EX. 10' TESCO ESMT. VOL. 4858 PG. 358 DRTCT
EX. 40' UTIL. ESMT. VOL. 5008 PG. 343 DRTCT
HAVENER HH, L.P. CC#D218076679 (O.P.R.T.C.T.)
DEVELOPMENT PLAN
THE SQUARE – 27.247 ACRES
SAGINAW, TEXAS
03-26-2019
2/3

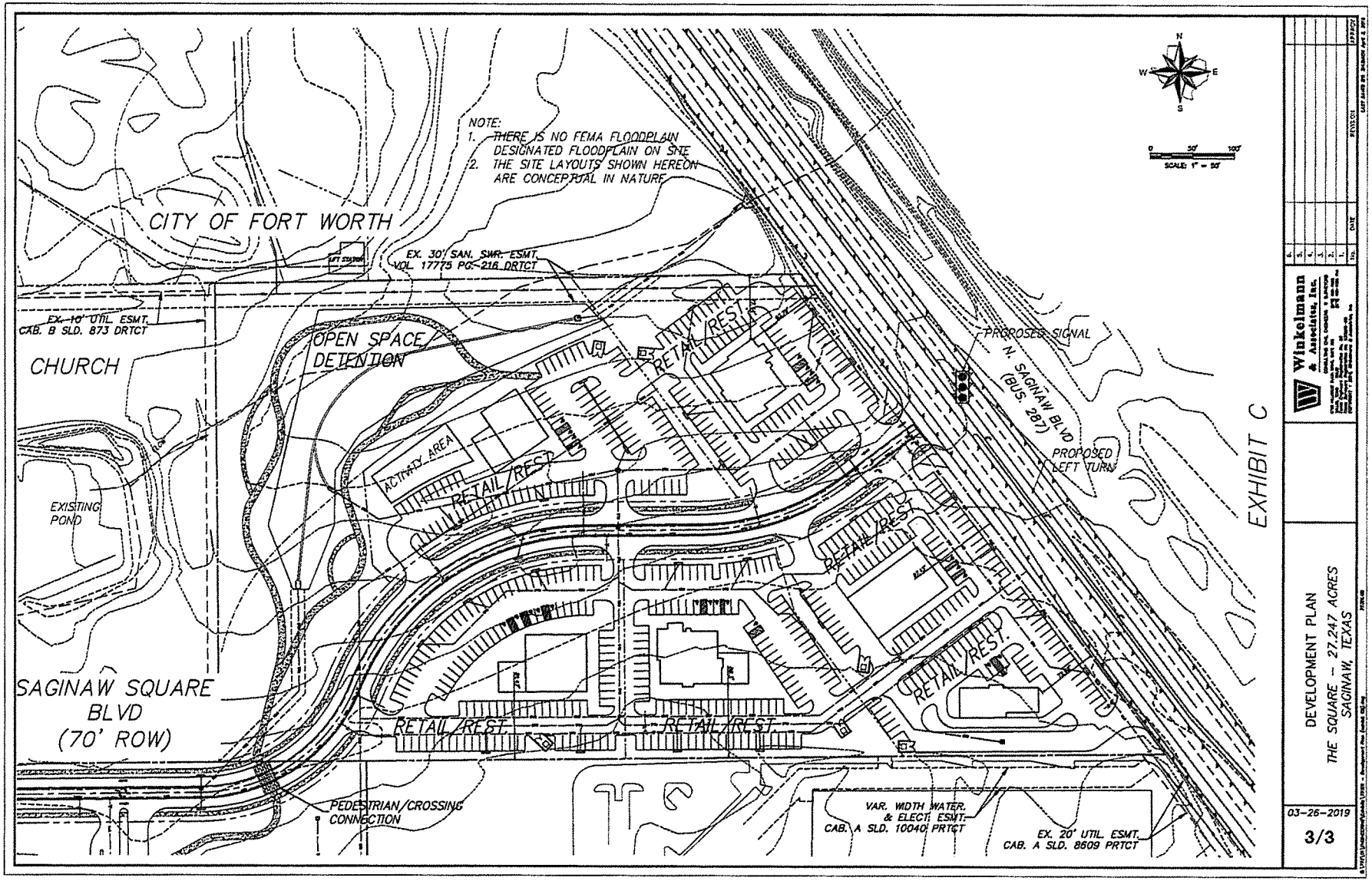

NOTE:
1. THERE IS NO FEMA FLOODPLAIN DESIGNATED FLOODPLAIN ON SITE
2. THE SITE LAYOUTS SHOWN HEREON ARE CONCEPTUAL IN NATURE
CITY OF FORT WORTH
EX. 30' SAN. SWR. ESMT. VOL. 17775 PG. 216 DRTCT
EX. 10' UTIL. ESMT. CAB. B SLD. 873 DRTCT
CHURCH
OPEN SPACE/ DETENTION
RETAIL/REST.
ACTIVITY AREA
EXISTING POND
PROPOSED SIGNAL
N. SAGINAW BLVD (BUS. 287)
PROPOSED LEFT TURN
SAGINAW SQUARE BLVD (70' ROW)
PEDESTRIAN/CROSSING CONNECTION
VAR. WIDTH WATER & ELECT. ESMT. CAB. A SLD. 10040 PRTCT
EX. 20' UTIL. ESMT. CAB. A SLD. 8609 PRTCT
EXHIBIT C
SCALE: 1" = 50'
DEVELOPMENT PLAN
THE SQUARE - 27.247 ACRES
SAGINAW, TEXAS
03-26-2019
3/3
Winkelmann & Associates, Inc.

Exhibit 2
METES AND BOUNDS DESCRIPTION

EXHIBIT A
ZONING DESCRIPTION
TRACT 1

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the Benjamin Thomas Survey, Abstract No. 1497, City of Fort Worth, Tarrant County, Texas, and being a portion of the same tract of land as described in deed to John and Vivian Pak, recorded in Volume 10963, Page 1971, Deed Records, Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a point for corner at the Northwest corner of a tract of land described in deed to John and Vivian Pak, recorded in Volume 10437, Page 1728, Deed Records, Tarrant County, Texas (D.R.T.C.T.) and being situated in the northeast right-of-way line of Old Decatur Road (variable width right-of-way);

THENCE North 89 deg 22 min 59 sec East, along the Northerly line of said John and Vivian Pak tract, Volume 10437, Page 1728, a distance of 1,065.82 feet to a point for corner, said point being the Southeasterly corner of Lot 1, Block 1, Old Decatur Addition, according to the plat thereof recorded in Cabinet B, Slide 873, Plat Records Tarrant County, Texas and the Southwesterly corner of said John and Vivian Pak tract, Volume 10963, Page 1971;

THENCE North 89 deg 39 min 08 sec East, along the Northerly line of said John and Vivian Pak tract, Volume 10437, Page 1728, a distance of 91.17 feet to the POINT OF BEGINNING, said point being the beginning of a non-tangent curve to the left with a radius of 200.00 feet, a central angle of 34 deg 08 min 44 sec, a chord bearing of North 38 deg 53 min 20 sec East, and a chord length of 117.43 feet;;

THENCE over and across said John and Vivian Pak tract, Volume 10963, Page 1971, the following courses and distances:

Along said non-tangent curve to the left, an arc distance of 119.19 feet to a point for corner, said point being the beginning of a curve to the right with a radius of 300.00 feet, a central angle of 29 deg 01 min 58 sec, a chord bearing of North 36 deg 19 min 57 sec East, and a chord length of 150.39 feet;

Along said curve to the right, an arc distance of 152.02 feet to a point for corner;

North 39 deg 09 min 04 sec West, a distance of 154.70 feet to a point for corner, said point being the beginning of a non-tangent curve to the right with a radius of 1225.27 feet, a central angle of 14 deg 07 min 27 sec, a chord bearing of North 56 deg 58 min 46 sec East, and a chord length of 301.28 feet;

Along said non-tangent curve to the right, an arc distance of 302.04 feet to a point for corner;

North 65 deg 26 min 06 sec East, a distance of 69.09 feet to a point for corner;

North 34 deg 32 min 21 sec East, a distance of 40.83 feet to a point for corner;

North 31 deg 34 min 46 sec West, a distance of 27.83 feet to a point for corner, said point being situated in the Northerly line of said John and Vivian Pak tract, Volume 10963, Page 1971, and the Southerly line of the remainder of a tract of land described in deed to B.N.M. Properties, recorded in Volume 13998, Page 569, Deed Records, Tarrant County, Texas;

THENCE North 88 deg 59 min 42 sec East, along the Northerly line of said John and Vivian Pak tract, Volume 10963, Page 1971, and the Southerly line of said B.N.M. tract, a distance of 260.88 feet to a point for corner, said point being the Northeasterly corner of said John and Vivian Pak tract, Volume 10963, Page 1971, said point being situated in the Westerly right-of-way of U.S. Highway 287 Business, a variable width right-of-way;

THENCE South 37 deg 01 min 54 sec East, along the Easterly line of said John and Vivian Pak tract, Volume 10963, Page 1971, and the Westerly right-of-way of said U.S. Highway 287 Business, a distance of 722.73 feet to a point for corner, said point being the most easterly corner of said John and Vivian Pak tract, Volume 10963, Page 1971,;

THENCE South 89 deg 24 min 24 sec West, departing the Westerly right-of-way of said U.S. Highway 287 Business, and along the Southerly line of said John and Vivian Pak tract, Volume 10963, Page 1971, a distance of 953.97 feet to a point for corner, said point being the Northeasterly corner of said John and Vivian Pak tract, Volume 10437, Page 1728, and the Northwesterly corner of Lot 2R-A, Block A, Saginaw Retail Center Addition, and addition to the City of Fort Worth, according to the plat thereof recorded in Cabinet A, Slide 10040, Plat Records, Tarrant County, Texas;

THENCE South 89 deg 39 min 08 sec West, continuing along the Southerly line of said John and Vivian Pak tract, Volume 10963, Page 1971, and along the Northerly line of said John and Vivian Pak tract, Volume 10437, Page 1728, a distance of 85.08 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds, 8.859 acres or 385,884 square feet of land, more of less.

ZONING DESCRIPTION TRACT 2

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the Benjamin Thomas Survey, Abstract No. 1497, City of Fort Worth, Tarrant County, Texas, and being a portion of the same tract of land as described in deed to John and Vivian Pak, recorded in Volume 10437, Page 1728, Deed Records, Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a point for corner at the northwest corner of said John and Vivian Pak tract and being situated in the northeast right-of-way line of Old Decatur Road (variable width right-of-way);

THENCE North 89 deg 22 min 59 sec East, departing the northeast right-of-way line of said Old Decatur Road and along the north line of said John and Vivian Pak tract, at a distance of 31.52 feet passing the southwest corner of Lot 1, Block 1, Old Decatur Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Cabinet B, Slide 873, Plat Records, Tarrant County, Texas (P.R.T.C.T.), in all a total distance of 293.92 feet to the POINT OF BEGINNING;

THENCE North 89 deg 22 min 59 sec East, continuing along the north line of said John and Vivian Pak tract and the south line of said Lot 1, Block 1, Old Decatur Addition, a distance of 771.90 feet to a point for corner, said point being the southeast corner of said Lot 1, Block 1 and the southwest corner of a tract of land as described in deed to John and Vivian Pak, recorded in Volume 10963, Page 1971, D.R.T.C.T.;

THENCE North 89 deg 39 min 08 sec East, departing the east line of said Lot 1, Block 1 and along the south line of said John and Vivian Pak tract (Volume 10963, Page 1971), a distance of 176.25 feet to a point for corner, said point being the northwest corner of Lot 2R-A, Block A, Saginaw Retail Center Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 10040, P.R.T.C.T.;

THENCE South 00 deg 35 min 51 sec East, departing the south line of said John and Vivian Pak tract (Volume 10963, Page 1971) and along the west line of said Lot 2R-A, Block A, passing at a distance of 269.75 feet, the southwest corner of said Lot 2R-A, Block A and the northwest corner of Lot 1R, Block A, Saginaw Retail Center Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 9553, P.R.T.C.T., in all a total distance of 570.35 feet to a point for corner, said point being the northeast corner of Lot 2, Block 1, Ballard Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 9369, P.R.T.C.T.;

THENCE South 89 deg 26 min 52 sec West, departing the west line of said Lot 1R, Block A and along the north line of said Lot 2, Block 1, at a distance of 200.00 feet passing the northwest corner of said Lot 2, Block 1, and the northeast corner of the remainder of a tract of land as described in deed to Kenneth and Ruby Reed, recorded in Volume 4831, Page 151, D.R.T.C.T., in all a total distance of 765.85 feet to a point for corner;

THENCE North 18 deg 19 min 32 sec West, departing the north line of said Kenneth and Ruby Reed tract and over and across said John and Vivian Pak tract (Volume 10437, Page 1728), a distance of 598.68 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 11.226 acres or 489,016 square feet of land, more or less.

ZONING DESCRIPTION TRACT 3

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the Benjamin Thomas Survey, Abstract No. 1497, City of Fort Worth, Tarrant County, Texas, and being a portion of the same tract of land as described in deed to John and Vivian Pak, recorded in Volume 10963, Page 1971, Deed Records, Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a point for corner at the Northwest corner of a tract of land described in deed to John and Vivian Pak, recorded in Volume 10437, Page 1728, Deed Records, Tarrant County, Texas (D.R.T.C.T.) and being situated in the northeast right-of-way line of Old Decatur Road (variable width right-of-way);

THENCE North 89 deg 22 min 59 sec East, along the Northerly line of said John and Vivian Pak tract, Volume 10437, Page 1728, a distance of 1,065.82 feet to the POINT OF BEGINNING, said point being the Southeasterly corner of Lot 1, Block 1, Old Decatur Addition, according to the plat thereof recorded in Cabinet B, Slide 873, Plat Records Tarrant County, Texas and the Southwesterly corner of said John and Vivian Pak tract, Volume 10963, Page 1971;

THENCE North 00 deg 30 min 58 sec West, continuing along the Northerly line of said John and Vivian Pak tract, Volume 10963, Page 1971, a distance of 575.65 feet to a point for corner, said point being the Northwesterly corner of said Old Decatur tract and the Northwesterly corner of said John and Vivian Pak tract, Volume 10963, Page 1971;

THENCE North 88 deg 59 min 42 sec East, continuing along the Northerly line of said John and Vivian Pak tract, Volume 10963, Page 1971, a distance of 439.31 feet to a point for corner;

THENCE over and across said John and Vivian tract, Volume 10963, Page 1971, the following courses and distances:

South 31 deg 34 min 46 sec East, a distance of 27.83 feet to a point for corner; South 34 deg 32 min 21 sec East, a distance of 40.83 feet to a point for corner;
South 65 deg 26 min 06 sec West, a distance of 69.09 feet to a point for corner, said point being the beginning of a curve to the left with a radius of 1225.27 feet, a central angle of 14 deg 07 min 27 sec, a chord bearing of South 56 deg 58 min 46 sec West, and a chord length of 301.28 feet;

Along said curve to the left an arc distance of 302.04 feet to a point for corner;

South 39 deg 09 min 04 sec East, a distance of 154.70 feet to a point for corner, said point being the beginning of a non-tangent curve to the left with a radius of 300.00 feet, a central angle of 29 deg 01 min 58 sec, a chord bearing of South 36 deg 19 min 57 sec West, and a chord length of 150.39 feet;

Along said non-tangent curve to the left an arc distance of 152.02 feet to a point for corner, said point being the beginning of a curve to the right with a radius of 200.00 feet, a central angle of 34 deg 08 min 44 sec, a chord bearing of South 38 deg 53 min 20 sec West, and a chord length of 177.43 feet;

Along said curve to the right an arc distance of 119.19 feet to a point for corner, said point being situated in the Southerly line of said John and Vivian Pak tract, Volume 10963, Page 1971, and the Northerly line of said John and Vivian Pak tract, Volume 10437, Page 1728;

THENCE South 89 deg 39 min 08 sec West, along the Southerly line of said John and Vivian Pak tract, Volume 10963, Page 1971, and the Northerly line of said John and Vivian Pak tract, Volume 10437, Page 1728a distance of 91.17 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds, 3.315 acres or 144,411 square feet of land, more or less.

ZONING DESCRIPTION TRACT 4

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497, City of Saginaw, Tarrant County, Texas, and being a portion of a tract of land as described in deed to John and Vivian Pak, as recorded in Volume 10437, Page 1728, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a point for the Northwest corner of said Pak tract and the Southwest corner of Lot 1, Block 1, Old Decatur Addition, according to the plat thereof recorded in Cabinet B, Slide 873, Official Public Records, Tarrant County, Texas, said point being situated in the Easterly right-of-way of Old Decatur Road, a variable width right-of-way;

THENCE North 89 deg 22 min 59 sec East, departing the Easterly right-of-way of said Old Decatur Road and along the Northerly line of said Pak tract and the Southerly line of said Lot 1, a distance of 293.92 feet to a point for corner;

THENCE South 18 deg 19 min 32 sec East, departing the Southerly line of said Lot 1 and over and across said Pak tract, a distance of 325.48 feet to a point for corner, said point being the beginning of a non-tangent curve to the right, with a radius of 858.50 feet, a central angle of 15 deg 59 min 31 sec, a chord bearing of South 64 deg 49 min 03 sec West, and a chord length of 238.84 feet;

THENCE along said non-tangent curve to the right, continuing over and across said Pak tract, an arc length of 239.62 feet to a point for corner;

THENCE South 71 deg 40 min 28 sec West, continuing over and across said Pak tract, a distance of 42.86 feet to a point for corner, said point being situated in the Easterly right-of-way of said Old Decatur Road and the Westerly line of said Pak tract;

THENCE North 18 deg 19 min 32 sec West, along the Westerly line of said Pak tract and the Easterly right-of-way of said Old Decatur Road, a distance of 443.40 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 2.516 acres or 109,584 square feet of land, more or less.

ZONING DESCRIPTION TRACT 5

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497, City of Saginaw, Tarrant County, Texas, and being a portion of a tract of land as described in deed to John and Vivian Pak, as recorded in Volume 10437, Page 1728, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a point for the Northwest corner of said Pak tract and the Southwest corner of Lot 1, Block 1, Old Decatur Addition, according to the plat thereof recorded in Cabinet B, Slide 873, Official Public Records, Tarrant County, Texas, said point being situated in the Easterly right-of-way of Old Decatur Road, a variable width right-of-way;

THENCE South 18 deg 19 min 32 sec East, along the West line of said Pak tract and the East right-of-way of Old Decatur Road, a distance of 443.40 feet to the POINT OF BEGINNING;

THENCE departing the Easterly right-of-way of said Old Decatur Road and over and across said Pak tract, the following:

North 71 deg 40 min 28 sec East, a distance of 42.86 feet to a point for corner, said point being the beginning of a curve to the left, with a radius of 858.50 feet, a central angle of 15 deg 59 min 31 sec, a chord bearing of North 64 deg 49 min 03 sec East, and a chord distance of 238.84 feet;

Along said curve to the left, an arc distance of 239.62 feet to a point for corner;

South 18 deg 19 min 32 sec East, a distance of 273.20 feet to a point for corner, said point being situated in the Southerly line of said Pak tract;

THENCE South 89 deg 26 min 52 sec West, along the Southerly line of said Pak tract a distance of 294.03 feet to a point for corner, said point being situated in the Easterly right-of-way of said Old Decatur Road;

THENCE North 18 deg 19 min 32 sec West, a distance of 154.93 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 1.331 acres or 57,996 square feet of land, more or less.

Exhibit 3
Map depicting construction of Old Decatur Road Improvements

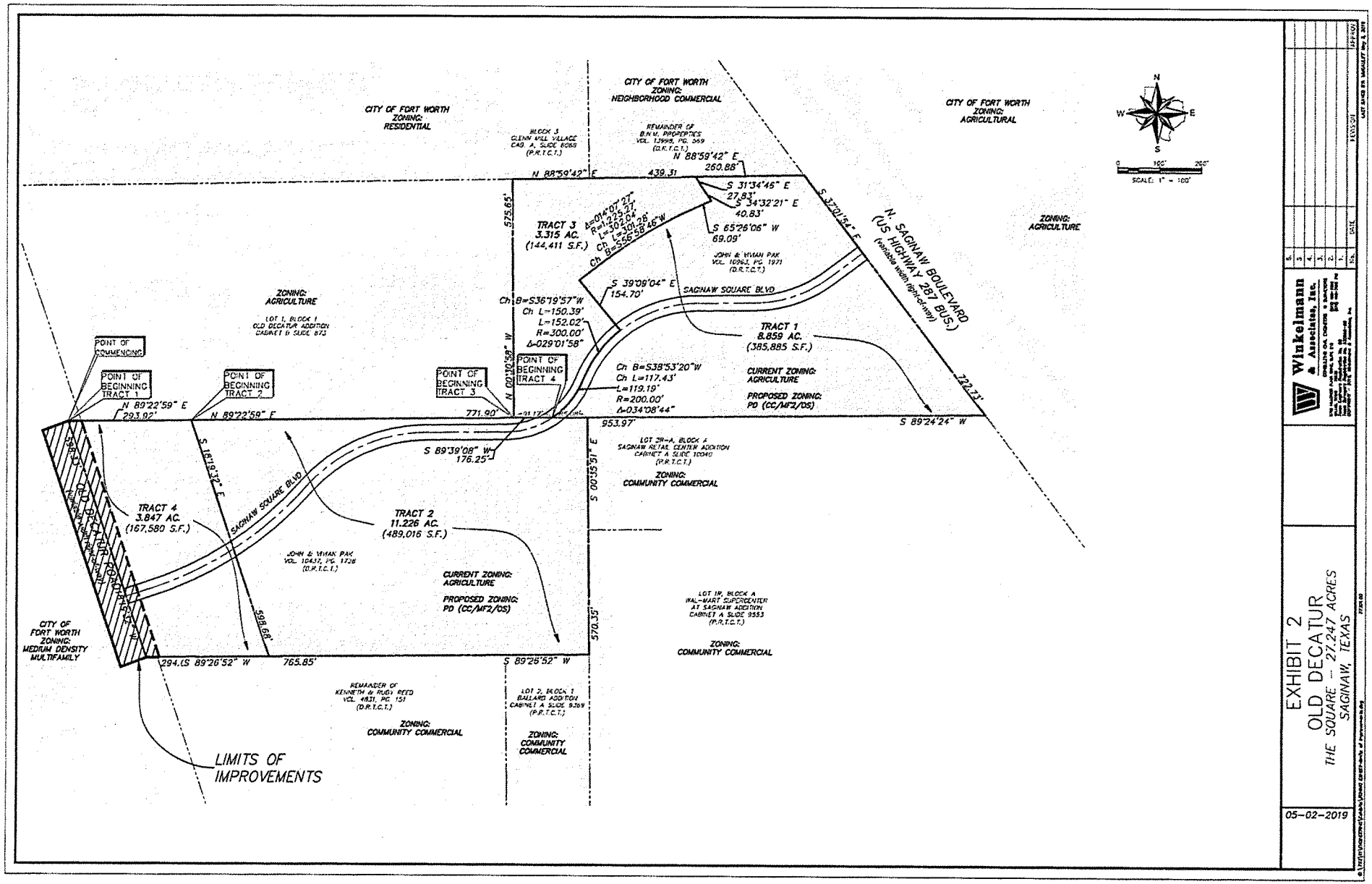


EXHIBIT 2
OLD DECATUR
THE SQUARE – 27.247 ACRES
SAGINAW, TEXAS

05-02-2019

Winkelmann & Associates, Inc.

Exhibit 4
Opinion of Probable Cost Old Decatur Road Adjacent to The Square

Winkelmann
& Associates, Inc.

6750 Hillcrest Plaza Dr., Ste. 325
Dallas, TX 75230 (972) 490-7090 Fax (972) 490-7099
TEXAS ENGINEERING FIRM REGISTRATION No. 89
TEXAS SURVEYOR FIRM REGISTRATION No. 10086600

ENGINEER'S OPINION OF PROBABLE COST

Winkelmann & Associates, Inc.

DATE: March 26, 2019
SITE: Old Decatur Road
AREA: R.O.W.
CITY: Saginaw, TX

PROJ. NO.: 77301
CLIENT: Farooq Wazirali
ZONING: AG (Must be Rezoned)

GRADING

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
G1	Pavement Removal	18,000.00	sf	$3.00	$54,000.00
G2	Uncl. Exc.	3,000.00	CY	$10.00	$30,000.00
G3	Erosion Control	1	LS	$10,000.00	$10,000.00
G4	Traffic Control	1	LS	$25,000.00	$25,000.00
				SUB-TOTAL	**$119,000.00**

PAVING

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
P1	7" Concrete Pavement (40' Roadway)	2,700	SY	$50.00	$135,000.00
P2	6" Lime Stabilization w/ Lime (40 #/SY)	3,000	SY	$6.00	$18,000.00
P2	4" Concrete Sidewalk (5' Wide)	3,000	SF	$5.00	$15,000.00
P3	Striping	1	LS	$5,000.00	$5,000.00
P4	Curb & Gutter	1,200	LF	$6.00	$7,200.00
P5	Seeding	1	LS	$5,000.00	$5,000.00
P6	Driveway Replacement	2	EA	$5,000.00	$10,000.00
				SUB-TOTAL	**$195,200.00**

DRAINAGE & STORM SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
D1	9'x5' RCB	80	LF	$300.00	$24,000.00
D2	9'x5' HEADWALL	2	EA	$10,000.00	$20,000.00
D3	TRENCH SAFETY	450	LF	$2.00	$900.00
D4	30" RCP	370	LF	$90.00	$33,300.00
D5	10' Recessed Curb Inlet	4	PVG	$4,000.00	$16,000.00
				SUB-TOTAL	**$94,200.00**

MISC.

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
M1	Utility Adjustments	1	LS	$15,000.00	$15,000.00
M2	Street Lights	1	LS	$15,000.00	$15,000.00
				SUB-TOTAL	**$15,000.00**

CONSTRUCTION COST SUMMARY

GRADING	$119,000.00
PAVING	$195,200.00
DRAINAGE & STORM SEWER	$94,200.00
MISC.	$15,000.00
TOTAL	**$423,400.00**
CONTINGENCIES (10%)	$42,340.00

TOTAL	$465,740.00

ESTIMATED SOFT COST FEES

CONSTRUCTION INSPECTION (4%)	$18,629.60
STAKING (2%)	$9,314.80
CONSTRUCTION TESTING (2%)	$9,314.80
SURVEY/ENGINEERING (10%)	$46,574.00
TOTAL	$83,833.20

TOTAL CONSTRUCTION COST + ESTIMATED FEES	$549,573.20

NOTES:

N1 DOES NOT INCLUDE COSTS FOR FRANCHISE UTILITIES OR ANY OTHER COSTS ASSOCIATED WITH SAME.

N2 DOES NOT INCLUDE LAND COSTS.

N3 DOES NOT INCLUDE COST FOR AMENITIES

N4 THIS ESTIMATE OF PROBABLE COST IS MADE ON THE BASIS OF OUR PROFESSIONAL EXPERIENCE AND REPRESENTS

N4 ALL UNIT PRICES AND TOTALS SHOWN ARE APPROXIMATE. ENGINEER HAS NO CONTROL OVER THE COST OF

Prepared by:

Michael D. Clark, P.E.
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Dr., Suite 325
Dallas, Texas 75230
972/490-7090

City of Saginaw

Meeting Date: 6/18/2019

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (8)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Consideration and Action regarding Chapter 380 Economic Development Agreement: AM & JK Development, LLC (The Square)

BACKGROUND/DISCUSSION:
This item is for the consideration of a Chapter 380 Economic Development Agreement with AM & JK Development, LLC to construct a mixed-use development that includes streets, utilities, open space, retail and restaurant spaces, and possible future multifamily wholly located within the City of Saginaw.

AM & JK Development, LLC is represented as an experienced developer of retail and restaurant sites with their most notable regional development being the rehabilitated Mervyn's shopping center, now H-Mart, and surrounding retail areas at the northwest corner of George Bush Tollway and Old Denton Road in Carrollton, Texas. This project is boasted as one of the most profitable commercial projects in that community.

This developer has purchased an approximately 27-acre tract north and west of the Saginaw Walmart, connecting Saginaw Boulevard with Old Decatur Road, and has recently received approval by both the Planning & Zoning Commission and City Council for zoning requested in their Planned Development. A major component of that Planned Development development plan, is a through-road that will connect Saginaw Boulevard to Old Decatur Road, allowing for internal property to become viable for retail and multifamily development. The internal roadway also will serve to connect the public to internal open space as well as provide an alternative throughway between two of the City's most highly-trafficked thoroughfares.

As this through street is intentioned to create added public benefit both via increasing the viability of retail and restaurant development in Saginaw and as a public connector roadway, AM & JK Development, LLC has requested economic incentive in an amount approximately equal to that of the cost of construction of this street. Based on construction estimates reviewed and approved by Kimley-Horn, the anticipated cost of this roadway is an approximate value totaled at $2 million.

The terms of the agreement are as follows:
· AM & JK Development, LLC agrees to complete construction of the proposed through-street

between Saginaw Boulevard and Old Decatur Road, complete construction of all on and offsite utilities required to service that roadway, obtain final acceptance of that roadway construction, and obtain at least three (3) Certificates of Occupancy for restaurants (not currently located in the City), at least two (2) of which must provide full table service to customers.

- AM & JK Development, LLC agrees to remain in good standing on all bills, taxes, permit fees, etc. required for development of the project.
- AM & JK Development, LLC agrees to convey approximately-totaled 4.402-acre tracts, as outlined therein, for public open space, to be maintained at a private cost internal to the development until the expiration date of the Agreement.
- AM & JK Development, LLC agrees to competitively bid the construction of the through road in a manner according to the requirements of State law for a public roadway.
- AM & JK Development, LLC agrees to assume all costs associated with construction of the through road and utilities to serve that roadway that may overrun estimates or incentive totals.
- AM & JK Development, LLC agrees to convey to and dedicate the completed through street to the City, including on and offsite utilities required to serve the street, as a public roadway free and clear of any encumbrances.
- AM & JK Development, LLC agrees to provide the City with a copy of construction bonds, including Performance, Payment, and Maintenance bonds.
- The Developer agrees to indemnify and hold harmless the City for any negligent, grossly negligent, wrongful, or strictly liable act or omission of the Developer or its agents or employees, arising out of Developer's performance of the Agreement.
- The City of Saginaw agrees to make a grant payment to AM & JK Development, LLC of $2,000,000 with the following caveats:
    - The first $1,000,000 can be paid as a dollar-for-dollar reimbursement for actual costs paid in construction of the roadway and associated utilities, following proof of payment via invoices and proof of work completed.
    - The second payment of $500,000 will not be paid until within 90 days of full completion and acceptance of the roadway and associated utilities.
    - The third and final payment of $500,000 will not be paid until after the third restaurant Certificate of Occupancy has been issued on the Property, with a minimum of two (2) of the restaurants offering full table service to customers, which must occur by December 31, 2026.

The attached Chapter 380 Economic Development Agreement includes termination and clawback provisions as accorded the City should any of the agreed upon performance terms not be met. The clawback is subject to adjustment based on the value of the land dedicated and the value of any roadway improvements already completed.

A conservative cost-benefit analysis of the project at completion estimates an approximate return on investment of +72.65% by year five, with a breakeven threshold of under 3 years. The resultant 10-year return is anticipated at just over $5.6 million above initial investment totals.

FINANCIAL IMPACT:

Total financial impact of $2,000,000 to be paid with $1,000,000 from the General Fund and $1,000,000 from the Utility Fund, in conjunction with development completion and performance terms as outlined in the approved Chapter 380 Economic Development Agreement.

RECOMMENDATION:

Move to approve a Chapter 380 Economic Development Agreement between the City of Saginaw, Texas and AM & JK Development, LLC, and authorize the Mayor to execute same on behalf of the City.

ATTACHMENTS:

Description

Chapter 380 Agreement

Cost-Benefit Analysis: The Square

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN

THE CITY OF SAGINAW, TEXAS AND AM & JK DEVELOPMENT, LLC

This CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SAGINAW, TEXAS, a Texas municipal corporation within Tarrant County, Texas ("City"), and AM & JK DEVELOPMENT, LLC, a Texas limited liability company ("Developer"), each of which may be singularly referred to as "Party" and jointly referred to as "Parties," acting by and through their respective authorized officers and representatives, for the purposes and considerations stated below:

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), an incentive to Developer to develop land wholly located within the City limits for the sale of lots for future use to construct mixed-use commercial and residential buildings; and

WHEREAS, the Developer intends to develop the land identified herein (the "Property") by platting individual lots for development of mixed use commercial and residential structures, assisting the City with any applicable zoning changes for the Property, and constructing certain infrastructure on the Property as described herein (the "Development"); and

WHEREAS, the Parties agree that Roadway Improvements contemplated herein have been proposed by Developer as an enhancement to the Development, are not being required by the City, and are being incentivized herein by the City because of the anticipated benefit to the Development and the general public; and

WHEREAS, the Parties further agree the Grant Payments incentivizing the Roadway Improvements shall not constitute a subsidization or reimbursement of the otherwise required proportionate share of mandatory roadway construction costs attributable to and necessitated by the Development, which construction costs constitute an independent obligation of Developer and are wholly unrelated to the Chapter 380 program established herein; and

WHEREAS, the City has the discretionary authority under Article 52-a of the Texas Constitution and Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and through which stimulates business and commercial activity within the City; and

WHEREAS, the City Council finds and determines that making an economic development Grant to the Developer in accordance with this Agreement will further the objectives of the City, benefit the City and the City's inhabitants, and promote economic development and stimulate business and commercial activity in the City.

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

SECTION 1.
FINDINGS INCORPORATED

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2.
PROGRAM AND TERM

2.1 Program. Pursuant to Section 380.001 of the Texas Local Government Code, a program is hereby established for the development of the Property to provide for a future mixed use development including streets, utilities, restaurant and retail uses and future multifamily to the City for the reasons set forth in the recitals. The terms of this Agreement shall implement the program.

2.2 Term. The term of this Agreement shall begin on the Effective Date and will continue until the Expiration Date, unless sooner terminated as pursuant to Section 5 herein.

SECTION 3.
DEFINITIONS

For purposes of this Agreement, the following words shall have the meanings ascribed:

BANKRUPTCY OR INSOLVENCY shall mean the dissolution or termination (other than a dissolution or termination by reason of Developer merging with an affiliate) of Developer's existence as a going business, insolvency, appointment of receiver for any part of Developer's property and such appointment is not terminated within 60 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 60 days after the filing thereof.

CERTIFICATE OF OCCUPANCY shall mean a certificate issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for human occupancy.

COMPLETION OF CONSTRUCTION shall mean the acceptance of the completed Roadway Improvements by the City, as contemplated in Section 4.4, hereof.

DEVELOPMENT means a proposed mixed use subdivision on the Property, to contain streets, public utilities, restaurant and retail buildings and future multifamily substantially as depicted on the conceptual development plan attached hereto as "Exhibit A."

EFFECTIVE DATE means the date set forth in Section 9 of this Agreement.

EXPIRATION DATE shall mean the date the parties have satisfied their obligations in Sections 4 and 5 of this Agreement.

FORCE MAJEURE shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless cause by the intentionally wrongful acts of omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

FULL TABLE SERVICE (Restaurant providing) shall mean a sit down eatery where food is ordered at and delivered directly to, the customers' table by the eatery's wait staff.

GRANT shall mean an economic development grant from the City in an amount not to exceed two million dollars ($2,000,000) for the general assistance of associated development costs which are attributable to developing the Property for the future construction of the Development and for construction of the Roadway Improvements, dedication of land to the City and completion of Phase I Development, of which will promote local economic development and stimulate commercial activity in the City.

GRANT PAYMENT(S) means the schedule of payment for the incentive Grant as made to Developer pursuant to Section 5 of this Agreement.

IMPOSITIONS shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by Developer within the City.

PAYMENT REQUEST shall mean a written request from Developer to City, in the form set forth at Exhibit "B" of this Agreement, for payment of the Grant, which request shall be accompanied by the information set forth in Exhibit "B" to establish that Developer is in compliance with this Agreement.

PHASE I DEVELOPMENT means development on the Property that results in the Completion of Construction of the Roadway Improvements AND at least three (3) Restaurants having each obtained a Certificate of Occupancy from the City, with at least two (2) of those Restaurants providing full table service to customers.

PROPERTY means the property on which the Development is located, depicted on "Exhibit A."

ROADWAY IMPROVEMENTS means the construction of a through street on the Property that connects Saginaw Boulevard with Old Decatur Road and all on and offsite utilities required to service the roadway, the improvements along Highway 287 necessitated by the through street, including the median opening and turn lanes, and shall include all third-party charges for engineering, design, labor and materials, and all work and improvements identified in the attached Exhibit "C" (provided, however, that the cost details contained therein are non-binding estimates only), but shall not include property acquisition costs.

RESTAURANT means a strong regional concept restaurant, an independent casual concept restaurant, or a national chain restaurant of high quality and proven success, not currently located in the City and merely relocating to the Development.

SECTION 4.
OBLIGATIONS OF DEVELOPER

The obligation of City to provide Grant Payments shall be conditioned upon the compliance and satisfaction by Developer of the terms and conditions of the Agreement and each of the conditions set forth herein:

4.1 Completion of Phase I Development. Developer, at its sole cost and expense, must, subject to the events of Force Majeure, achieve Phase I Development completion on or before December 31, 2026.

4.2 Good Standing. Developer shall not have an uncured breach or default of this Agreement or any other agreement between the Parties concerning the Development and shall be solely responsible for the payment of all fees and for securing all permits necessary for construction of the Development. For all portions of the Property owned by Developer, all ad valorem taxes owed to the City or other jurisdiction for the Property are to remain current.

4.3 Conveyance of Land to City for any Public Purpose. Prior to the payment of any Grant Payment(s) set forth in Section 5 of this Agreement, Developer shall convey to and dedicate an approximate 4.402-acre tract shown on "Exhibit A" and described in detail on "Exhibit D," to the City free and clear of all liens, for use by the City for any public purpose. Developer agrees to maintain this tract at its sole cost and expense. In addition, the Developer shall not receive a credit or offset from the City of any otherwise required dedication or payment imposed by the City that is necessitated by and attributable to the Development, as a result of the dedication of this tract.

4.4 Conveyance of Completed Roadway.

a. Upon completion of the Roadway Improvements shown on "Exhibit A" as a through-street connecting Saginaw Boulevard and Old Decatur Road, Developer shall convey to and dedicate the street and any onsite and offsite utilities installed by Developer to serve this street, to the City free and clear of all liens, encumbrances, assessments and restrictions other than as may be provided in this Agreement.

b. All Roadway Improvements shall be competitively bid according to the requirements of Chapter 252 of the Texas Local Government Code, including §252.022(d) thereof, and Chapter 2269 of the Texas Government Code. The City Manager of the City will cooperate with the Developer to determine the best method of competitive bidding. It is anticipated that once the project is publically noticed, the competitive bidding process will not exceed three (3) weeks. The Phase I Development deadline takes into consideration the time for the competitive bidding process.

c. Developer is solely responsible for all costs and expenses associated with the Roadway Improvements, including but not limited to the land acquisition, design, bonding, and construction, and all labor and materials. The City will perform inspections of the Roadway Improvements on an ongoing basis and will accept or reject utility and street construction improvements on a phase by phase basis (including for example, water line installation, sanitary sewer installation, etc.).

4.5 Copy of Construction Bonds. Prior to initiating construction of the Roadway Improvements, the Developer shall provide the City with a copy of the following construction bonds:

a. Performance Bond. A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total cost of the Roadway Improvements, guaranteeing the full and faithful execution of the work and performance of this Agreement and for the protection of the City against any improper execution of the work or the use of inferior materials.

b. Payment Bond. A good and sufficient Payment Bond in an amount equal to one hundred

percent (100%) of the total cost of the Roadway Improvements, guaranteeing payment of all labor, materials and equipment used in the construction of the Roadway Improvements.

c. Maintenance Bond. A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the Roadway Improvements, guaranteeing the maintenance in good condition of the Roadway Improvements for a period of two (2) years from and after the date that a certificate of completion is issued from the City indicating that the Roadway Improvements have been completed by the Developer and accepted by the City.

Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, and the City, through its City Manager, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas; provided, however, the City may not unreasonably reject a surety and shall provide Developer with a written explanation as to why the City rejected a specific surety. The City must notify Developer within ten (10) business days of the acceptance or rejection of a surety company proposed for providing a bond set forth above.

SECTION 5.
OBLIGATIONS OF CITY

In consideration of Developer's agreement to construct the Development in conformance with the requirements of this Agreement, all land and roadway conveyances being adhered to as set forth in this Agreement, and upon City receipt of Payment Requests made by Developer pursuant to the form attached as "Exhibit B" to this Agreement, the City agrees to pay Developer Grant Payments in the manner as detailed below:

5.1 Maximum Amount. The City shall make Grant Payments to Developer in an amount not to exceed two million dollars ($2,000,000) on the following schedule:

a. First Grant Payment. The first one million dollars ($1,000,000) shall be paid by City incrementally and on a dollar-for-dollar reimbursement basis for the actual cost to construct the Roadway Improvements as defined in Section 3, to include the third-party charges identified in Section 3. Each such Payment Request made shall be accompanied by copies of paid invoices evidencing the cost to construct elements of the Roadway Improvements. Payment Requests may be made in the frequency chosen by Developer and shall be paid by within sixty (60) days of receipt by City.

b. Second Grant Payment. The City shall make a second Grant Payment of five hundred thousand dollars ($500,000) no later than sixty (60) days after Completion of Construction of the Roadway Improvements.

c. Third Grant Payment. Following Payment Request, the City shall make the final Grant Payment within sixty (60) days after Phase I Development is complete.

5.2 Payment Requests. Developer shall submit Payment Requests in accordance with the requirements of Section 8.12, hereof.

SECTION 6.
TERMINATION; OFFSET

6.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

a. by mutual written agreement of the parties;

b. upon written notice by either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

c. should any written warranty, representation or statement made or furnished to City by the Developer under this Agreement or any document(s) related hereto furnished to the City is/are false or misleading in any material respect, either now or at the time made or furnished, and the furnishing party fails to cure same within thirty (30) days after written notice from the receiving party describing the violation, or if such violation cannot be cured within such thirty (30) say period in the exercise of all due diligence;

d. upon written notice by City, if any Impositions owed to City or the State of Texas by Developer shall have become delinquent (provided, however, Developer retains the right to timely and properly protest and contest any such taxes or Impositions);

e. upon written notice by City, if Developer suffers an event of Bankruptcy or Insolvency; or

f. upon written notice by either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

6.2 Repayment. Should the Developer fail to complete the Phase I Development by the date set forth in this Agreement, including any future amendments, notice and cure rights or extensions, and as required by Section 4.1, this Agreement shall terminate and Developer shall be eligible for no more Grant Payments and, upon written demand by the City, Developer shall repay the amount of Grant Payments made to date. In the event this Agreement is terminated by City pursuant to Section 6.1 (b), (c), (d) or (e), Developer shall immediately refund to City an amount equal to the amount of the Grant that has been provided by City to Developer prior the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, from the Effective Date until paid. Any amount to be repaid by Developer shall be adjusted to reflect a deduction for the value of the land conveyed to the City and the value of the Roadway Improvements completed by Developer as of the date of termination, which adjustment amount shall be negotiated between the City and Developer. If the City and Developer are unable to agree upon an adjusted amount for the repayment, the parties agree to submit the dispute to mediation pursuant to Section 8.25 of this Agreement. The repayment obligation of Developer set forth in this Section 6.2 hereof shall survive termination of this Agreement.

6.3 Offsets. City may, at its option, offset any amounts due and payable to Developer under this Agreement against any debt (including taxes) lawfully due to City, from Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt in question has been reduced to judgment by a court.

SECTION 7.
INDEMNIFICATION

7.1 **DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS OR EMPLOYEES, ARISING OUT OF DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; PROVIDED, HOWEVER, IN NO EVENT WILL DEVELOPER HAVE ANY SUCH INDEMNIFICATION OBLIGATION FOR ANY CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR CAUSED BY THE SOLE NEGLIGENCE, SOLE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER SOLE ACT OR OMISSION OF THE CITY OR ITS EMPLOYEES. NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED AS WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY AND DEVELOPER, THE RESPONSIBILITY, IF ANY, OF DEVELOPER TO INDEMNIFY THE CITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

7.2 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City, their past, present and future officers, elected officials, directors, employees and agents of the City does not assume any responsibility to any third party in connection with Developer's construction of the Development.

SECTION 8.
MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Agreement:

8.1 Amendments. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of all parties.

8.2 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Tarrant County, Texas.

8.3 Assignment; Conveyance of the Property. This Agreement may not be assigned without the express written consent of all of the other parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Should Developer convey any portion or all of the Property subject to this Agreement to a third party(ies), Developer shall retain Developer's obligations pursuant to this Agreement, unless otherwise agreed in writing by the City. Any such third

party shall not be considered a third party beneficiary and shall be subject to Section 8.11 of this Agreement. Notwithstanding the foregoing, the City hereby consents to Developer's assignment, if any, to a lending institution of all of Developer's rights hereunder as security for repayment of one or more loans to finance the construction or ownership of any component of the Property. Notwithstanding the foregoing, any request for consent to assign to a lending institution, where such consent agreement mandates any future performance by the City - including but not limited to, agreement to provide notice of default to such lending institution, subordination of the City's rights described herein, or payment to such lending institution of any Grant Payment, or portion thereof - then in that case, such consent may be withheld, conditioned, or delayed by the City, in its sole discretion. In no case shall City agree to the placement of a lien on the real property subject to the Roadway Improvements construction.

8.4 Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto and upon any successor or approved assignee of Developer. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on Developer's behalf has full authority to execute this Agreement and bind it to the same.

8.5 Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

8.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment. Neither Party is relying on any statement, representation, nor warranty of the other Party not expressly set out in this Agreement. Each of the undersigned authorized representatives of the Parties warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed has been made to him or her in executing this Agreement, and that none of us is relying upon any statement or representation of any agent of the Parties. Each Party is relying on his or her own judgment and each Party has been represented by independent counsel of its choosing.

8.8 Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed.

8.9 Further Acts and Releases. The Parties agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

8.10 Governmental Powers; Waiver of Immunity. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights.

8.11 No Third Party Beneficiaries. The performance of the respective obligations of the Parties under this Agreement are not intended to benefit any party other than the City or Developer except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

8.12 Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If intended for City, to:	If intended for Developer, to:
City of Saginaw West McLeroy Blvd. Saginaw, Texas 76179 Attn: City Manager Facsimile: (817) 332-4644	AM & JK Development, LLC 333 _____ Attn: _____ Facsimile: _____
With a copy to: Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107 Attn: Bryn Meredith Facsimile: (817) 332-4740	With a copy to: _____ _____ _____ Attn: _____ Facsimile: _____

8.13 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall any Party be an agent, representative, trustee or fiduciary of the other. No Party shall have any authority to bind any other Party to any agreement.

8.14 Severability. The Parties declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms. The parties explicitly agree that this Clause 8.14 does not apply if the unenforceability relieves one Party from substantially all of its duties and obligations under this Agreement.

8.15 Time is of the Essence. Subject to the terms contained herein, time is of the essence in the performance of this Agreement.

8.16 Compliance with Law. All aspects of the construction and development of the Development shall be in substantial conformance with applicable state, federal and local laws.

8.17 Inspection. The City shall have access at all times to inspect construction of the Roadway Improvements.

8.18 No Alteration of Development Regulations. This Agreement is not intended to and does not

waive or alter any development requirement imposed by City ordinances, City development regulations or other law.

8.19 Undocumented Workers. As required by Subchapter B of Chapter 2264 of the Texas Government Code, Developer certifies that to Developer's knowledge it does not and will not knowingly employ an undocumented worker. If after receiving a Grant Payment set forth in this Agreement Developer is convicted under 8 USC Section 1324(a)(6), Developer shall repay the amount of the Grant Payment (or portion that he has received) plus 10% interest not later than the 120th day after the date the City notifies Developer of the violation. Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

8.20 Rough Proportionality; Nexus. Developer agrees that the conveyance of land and right- of-way contemplated by Sections 4.3 and 4.4 hereof are roughly proportional to the impact of the Development, and Developer hereby waives any claim therefor that it may have in that regard. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation and dedication are related both in nature and extent to the impact of the Development. Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Development.

8.21 Gift to Public Servant. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

8.22 Interpretation. This Agreement shall not be construed against the drafting party.

8.23 Limitation of Liability. In no event will either party be liable to the other party for any indirect, special, punitive, or exemplary damages.

8.24 Expedited Permit Review. The City agrees to expedite the review of any permits submitted by Developer related to the project that is the subject of this Agreement.

8.25 Mediation. In the event of any disagreement or conflict concerning the interpretation, performance, breach, or enforcement of this Agreement, and such disagreement cannot be resolved by the City and Developer, the Parties agree to submit such dispute to mediation with a mutually-agreed upon mediator before seeking relief through the courts. Unless otherwise agreed by the parties, each shall bear its own cost of such resolution procedure, to include attorney's fees.

SECTION 9.
EFFECTIVE DATE.

This Agreement shall become effective upon the execution of the Agreement by all parties.

EXECUTED and effective as of the_____day of_____, 2019 by City, signing by and through its Mayor.

CITY OF SAGINAW, TEXAS
By:

_____

Todd Flippo, Mayor
ATTEST:

_____

Janice England, City Secretary

AM & JK Development, LLC,
a Texas limited liability corporation

By:_____

Name:_____

Title:_____

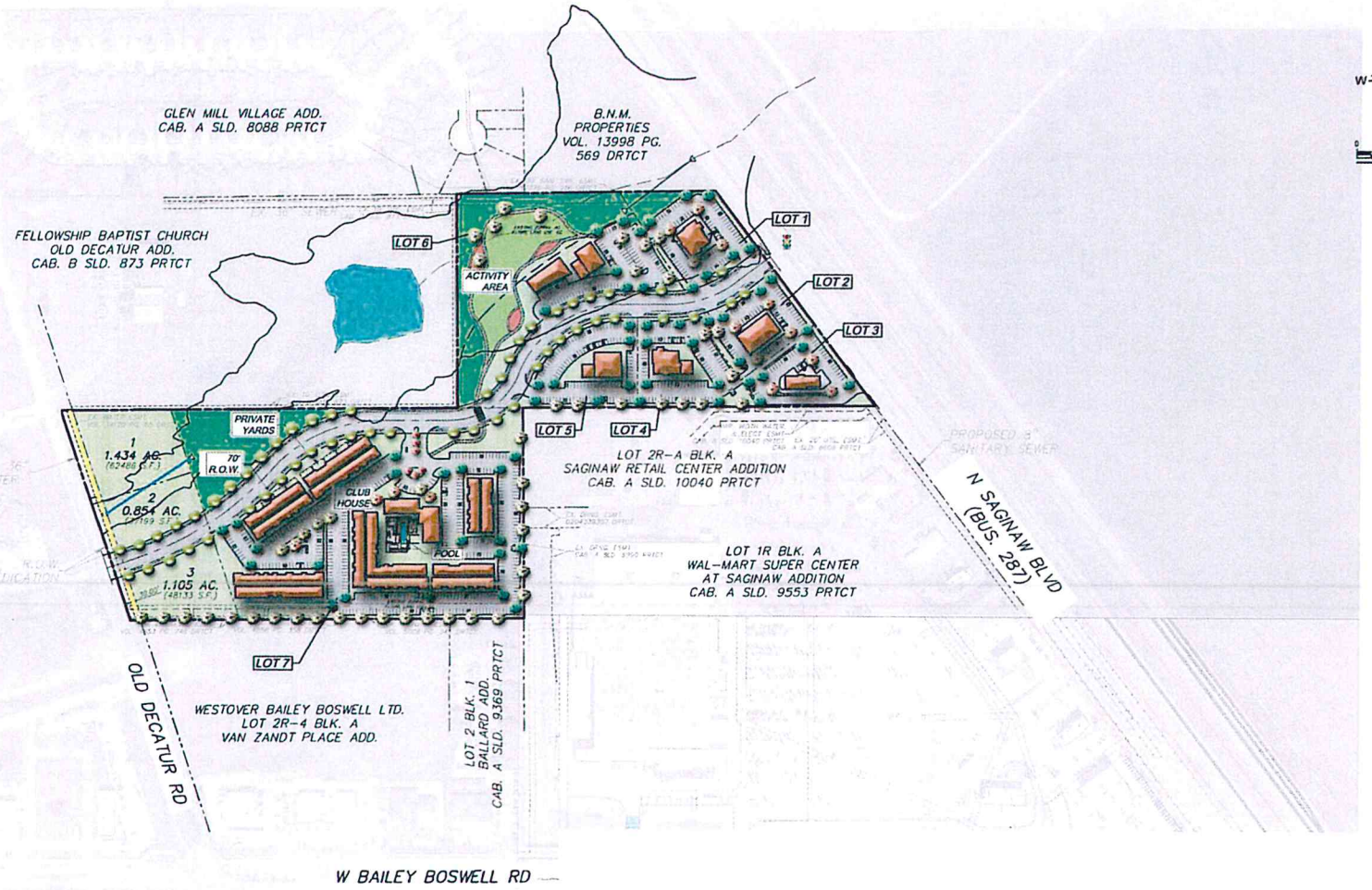
Date: _____

APPROVED AS TO FORM AND LEGALITY:

_____

Bryn Meredith, City Attorney

EXHIBIT A



PRELIMINARY – NOT FOR CONSTRUCTION

CONCEPT PLAN

THE SQUARE - 27.247 ACRES
SAGINAW, TEXAS

03-26-2019

No.	DATE	REVISION	APPROV.
1.			
2.			
3.			
4.			
5.			
6.			

Winkelmann & Associates, Inc.

EXHIBIT B

GRANT PAYMENT REQUEST FORM

City of Saginaw, Texas
Department of Economic Development
333 W. McLeroy Blvd
Saginaw, TX 76179

DATE: _____

Pursuant to the Chapter 380 Economic Development Agreement by and between the City of Saginaw, Texas and AM & JK Development, LLC, executed on _____, 2019, ("Agreement") please consider this a formal request for a Grant Payment, as contemplated by the Agreement.

AMOUNT OF PAYMENT REQUEST: $ _____

Where applicable, attached to this request letter, please find copies of paid receipts indicating associated costs as authorized for reimbursement under the terms outlined within the Chapter 380 Agreement and in an amount totaling the requested amount specified above.

In the event this payment request is sought for completion of Phase I Development, please see the attached my certification of Phase 1 Development completion together with copies of the applicable three (3) certificates of occupancy.

I hereby attest to the legitimacy and veracity of this request and the documentation supplied to support it.

It is understood in submission of receipts for work completed or other documents that all such documentation may be subject to verification by the City of Saginaw, and may be made public upon formal Public Information Request.

Reimbursement checks shall be cut and mailed to the Developer at the name and address as noted in the Agreement.

Sincerely,

_____
_____

Internal:

Received by City of Saginaw on Date: _____

EXHIBIT C

Winkelmann
& Associates, Inc.

6750 Hillcrest Plaza Dr., Ste. 325
Dallas, TX 75230 (972) 490-7090 Fax (972) 490-7099
TEXAS ENGINEERING FIRM REGISTRATION No. 89
TEXAS SURVEYOR FIRM REGISTRATION No. 10086600

ENGINEER'S OPINION OF PROBABLE COST

Winkelmann & Associates, Inc.

DATE: September 7, 2018
SITE: Old Decatur Road & N Saginaw Blvd (Bus. 287)
AREA: 27.25
CITY: Saginaw, TX

PROJ. NO.: 77301
CLIENT: Farooq Wazirali
ZONING: AG (Must be Rezoned)

GRADING

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
G1	Clearing	27.25	AC	$1,000.00	$27,247.28
G2	Uncl. Exc.	11,000.00	CY	$8.00	$88,000.00
G3	Erosion Control	1	LS	$30,000.00	$30,000.00
				SUB-TOTAL	**$145,247.28**

PAVING

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
P1	7" Concrete Pavement (37' Roadway)	8,756	SY	$47.25	$413,721.00
P2	6" Lime Stabilization w/ Lime	9,456	SY	$6.00	$56,736.00
P2	4" Concrete Sidewalk (5' Wide)	23,345	SF	$5.00	$116,725.00
P3	Striping	1	LS	$15,000.00	$15,000.00
P4	Curb & Gutter	4,220	LF	$6.00	$25,320.00
P5	Seeding	1	LS	$5,000.00	$5,000.00
				SUB-TOTAL	**$632,502.00**

DRAINAGE & STORM SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
D1	5'x5' RCB	273	LF	$300.00	$81,900.00
D2	7'x7' RCB	221	LF	$350.00	$77,350.00
D3	5'x5' HEADWALL	2	EA	$15,000.00	$30,000.00
D4	7'x7' HEADWALL	2	EA	$18,000.00	$36,000.00
D5	TRENCH SAFETY	494	LF	$2.00	$988.00
D6	Roadway Storm System (40% Paving; P1)	40%	PVG	$413,721.00	$165,488.40
				SUB-TOTAL	**$391,726.40**

WATER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
W1	12" Water Line	2,804	LF	$55.00	$154,220.00
W2	12" Valves	8	EA	$3,300.00	$26,400.00
W4	Fittings/Bends	19	EA	$750.00	$14,250.00
W6	8" Water Line	218	LF	$50.00	$10,900.00
W7	8" Valves	6	EA	$1,800.00	$10,800.00
W8	6" Fire Line	250	FL	$46.00	$11,500.00
W9	Fire Hydrants w/ 6" Valves	8	EA	$5,500.00	$44,000.00
W10	TRENCH SAFETY	3,272	EA	$2.00	$6,544.00
				SUB-TOTAL	**$278,614.00**

SANITARY SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
S1	12" PVC SEWER - SDR-26	4,916	LF	$52.00	$255,632.00
S2	6" SERVICE LATERALS	300	LF	$46.00	$13,800.00
S3	STD. 5' DIA. MANHOLE	14.00	EA	$6,000.00	$84,000.00
S4	STD. 4' DIA. MANHOLE	1.00	EA	$4,200.00	$4,200.00
S5	CONNECT TO EXISTING MANHOLE	1.00	EA	$5,000.00	$5,000.00
S6	TRENCH SAFETY	5,216	LF	$2.00	$10,432.00
S7	Boring / Driveway Repair	120	LF	$375.00	$45,000.00
				SUB-TOTAL	**$418,064.00**

MISC.

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
M1	SIGNAL	1	LS	$300,000.00	$300,000.00
M2	Left Turn & Median Opening on Bus. 287	1	LS	$100,000.00	$100,000.00
M3	Decel Lane on Bus. 287	1	LS	$125,000.00	$125,000.00
M4	Street Lights (1 every 150'; 2100 LF)	14	EA	$5,000.00	$70,000.00
				SUB-TOTAL	**$595,000.00**

CONSTRUCTION COST SUMMARY

GRADING	$145,247.28
PAVING	$632,502.00
DRAINAGE & STORM SEWER	$391,726.40
WATER	$278,614.00
SANITARY SEWER	$418,064.00
MISC.	$595,000.00
TOTAL	**$2,461,153.68**
CONTINGENCIES (10%)	$246,115.37
TOTAL	**$2,707,269.04**

ESTIMATED SOFT COST FEES

WATER/SEWER IMPACT FEES	BY USERS
ROADWAY IMPACT FEES	BY USERS
CONSTRUCTION INSPECTION (4%)	$108,290.76
STAKING (2%)	$54,145.38
CONSTRUCTION TESTING (2%)	$54,145.38
SURVEY/ENGINEERING (10%)	$270,726.90
TOTAL	**$487,308.43**

TOTAL CONSTRUCTION COST + ESTIMATED FEES	**$3,194,577.47**

NOTES:

N1 DOES NOT INCLUDE COSTS FOR FRANCHISE UTILITIES OR ANY OTHER COSTS ASSOCIATED WITH SAME.

N2 DOES NOT INCLUDE LAND COSTS.

N3 DOES NOT INCLUDE COST FOR AMENITIES

N4 THIS ESTIMATE OF PROBABLE COST IS MADE ON THE BASIS OF OUR PROFESSIONAL EXPERIENCE AND REPRESENTS

N4 ALL UNIT PRICES AND TOTALS SHOWN ARE APPROXIMATE. ENGINEER HAS NO CONTROL OVER THE COST OF

Prepared by:_____
Michael D. Clark, P.E.
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Dr., Suite 325
Dallas, Texas 75230
972/490-7090

EXHIBIT D
PROPERTY DESCRIPTION LOT 6

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497, City of Saginaw, Tarrant County, Texas, and being a portion of Tract 2 as described in deed to AM & JK Development, LLC, according to County Clerk's Instrument Number D21758083, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found for the Southwest corner of said Tract 2 and the Southeast corner of Lot 1, Block 1, Old Decatur Addition, according to the plat thereof recorded in Cabinet B, Slide 873, Official Public Records, Tarrant County, Texas;

THENCE North 00 deg 31 min 42 sec West, along the Easterly line of said Lot 1 and the Westerly line of said Tract 2, a distance of 575.65 feet to a 5/8-inch iron rod found for the Northwesterly corner of said Tract 2 and the Northeasterly corner of said Lot 1, said iron rod being situated in the Southerly line of Glen Mills Village, an addition to the City of Fort Worth, according to the plat thereof recorded in County Clerk's Instrument Number D203033327, Official Public Records, Tarrant County, Texas;

THENCE North 88 deg 58 min 58 sec East, along the Southerly line of said Glen Mills Village and the Northerly line of said Tract 2, passing at a distance of 183.16 feet a 1/2-inch iron rod with cap stamped "BEASLEY" found for the Southeasterly corner of said Glen Mills Village and the Southwesterly corner of a tract of land as described in deed to B.N.M. Properties, as recorded in County Clerk's Instrument Number D199228249, Official Public Records, Tarrant County, Texas, and continuing along the Northerly line of said Tract 2 and the Southerly line of said B.N.M. Properties tract, for a total distance of 439.25 feet to a point for corner;

THENCE departing the Southerly line of said B.N.M. Properties tract, and over and across said Tract 2 the following:

South 31 deg 34 min 46 sec East, a distance of 27.83 feet to a point for corner;

South 34 deg 32 min 21 sec East, a distance of 40.83 feet to a point for corner;

South 65 deg 26 min 006 sec West, a distance of 69.09 feet to a point for corner, said point being the beginning of a non-tangent curve to the left, with a radius of 1,225.27 feet, a central angle of 14 deg 07 min 27 sec, a chord bearing of South 56 deg 58 min 46 sec West, and a chord length of 301.28 feet;

Along said non-tangent curve to the left, an arc distance of 302.04 feet to a point for corner;

South 39 deg 09 min 04 sec West, a distance of 119.95 feet to a point for corner, said point being the beginning of a curve to the left, with a radius of 335.00 feet, a central angle of 29 deg 45 min 54 sec, a chord bearing of South 36 deg 38 min 30 sec West, and a chord length of 172.08 feet;

Along said non-tangent curve to the left, an arc distance of 174.03 feet to a point for corner, said point being the beginning of a curve to the right, with a radius of 165.00 feet, a central angle of 59 deg 51 min 00 sec, a chord bearing of South 51 deg 41 min 03 sec West, and a chord length of 164.63 feet;

Along said curve to the right, an arc distance of 172.36 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 3.068 acres or 133,656 square feet, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 10th day of

PROPERTY DESCRIPTION LOT 3

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497, City of Saginaw, Tarrant County, Texas, and being a portion of Tract 1 as described in deed to AM & JK Development, LLC, according to County Clerk's Instrument Number D21758083, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for the Northeast corner of said Tract 1 and the Southeast corner of Lot 1, Block 1, Old Decatur Addition, according to the plat thereof recorded in Cabinet B, Slide 873, Official Public Records, Tarrant County, Texas;

THENCE South 89 deg 23 min 14 sec West, along the Northerly line of said Tract 1 and the Southerly line of said Lot 1, a distance of 229.45 feet to the POINT OF BEGINNING;

THENCE departing the Southerly line of said Lot 1 and over and across said Tract 1 the following:

South 00 deg 36 min 46 sec East, a distance of 1.52 feet to a point for corner, said point being the beginning of a non-tangent curve to the left, with a radius of 385.00 feet, a central angle of 47 deg 27 min 52 sec, a chord bearing of South 65 deg 39 in 18 sec West, and a chord length of 309.90 feet;

Along said non-tangent curve to the left, an arc distance of 318.94 feet to a point for corner, said point being the beginning of a curve to the right, with a radius of 764.87 feet, a central angle of 16 deg 48 min 33 sec, a chord bearing of South 50 deg 19 min 29 sec West, and a chord length of 223.59 feet;

Along said curve to the right, an arc distance of 224.39 feet to point for corner;

North 18 deg 19 min 35 sec West, a distance of 280.43 feet to a point for corner, said point being situated in the Northerly line of said Tract 1 and the Southerly line of said Lot 1;

THENCE North 89 deg 23 min 14 sec East, along the Northerly line of said Tract 1 and the Southerly line of said Lot 1, a distance of 542.62 feet to the POINT OF BEGINNING;

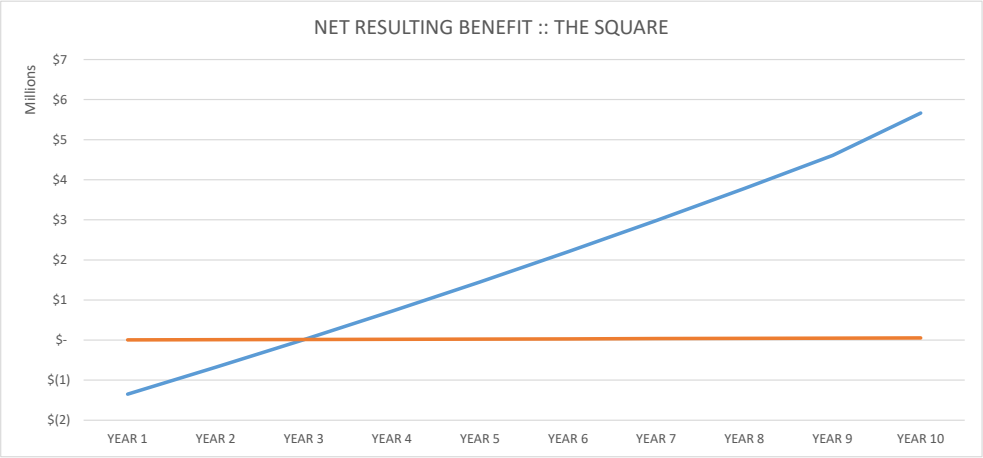
CONTAINING within these metes and bounds 1.334 acres or 58,106 square feet, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 10th day of January, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the Geoshack VRS network.

COST-BENEFIT ANALYSIS :: 1 - CONSTRUCTION VALUE ONLY
PROJECT: N WALMART TRACT

BENEFIT		CURRENT AV18	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
+3% rate	REAL PROPERTY VALUE	$ 944,336.00	$ 37,000,000.00	$ 38,110,000.00	$ 39,253,300.00	$ 40,430,899.00	$ 41,643,825.97	$ 42,893,140.75	$ 44,179,934.97	$ 45,505,333.02	$ 46,870,493.01	$ 48,276,607.80
local only	REAL PROPERTY TAX REVENUES	$ 4,674.46	$ 174,566.00	$ 179,802.98	$ 185,197.07	$ 190,752.98	$ 196,475.57	$ 202,369.84	$ 208,440.93	$ 214,694.16	$ 221,134.99	$ 227,769.04
+3% rate	ANNUAL TAXABLE SALES*	$ -	$ 16,000,000.00	$ 16,480,000.00	$ 16,974,400.00	$ 17,483,632.00	$ 18,008,140.96	$ 18,548,385.19	$ 19,104,836.74	$ 19,677,981.85	$ 20,268,321.30	$ 20,876,370.94
local only	ANNUAL SALES TAX REVENUES	$ -	$ 320,000.00	$ 329,600.00	$ 339,488.00	$ 349,672.64	$ 360,162.82	$ 370,967.70	$ 382,096.73	$ 393,559.64	$ 405,366.43	$ 626,291.13
4.35 AC@+3%	OPEN SPACE	$ -	$ 155,831.00	$ 160,505.93	$ 165,321.11	$ 170,280.74	$ 175,389.16	$ 180,650.84	$ 186,070.36	$ 191,652.47	$ 197,402.05	$ 203,324.11

COST		CURRENT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
	GRANT	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

ANALYSIS		CURRENT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10		
	BENEFIT	$ 4,674.46	$ 650,397.00	$ 669,908.91	$ 690,006.18	$ 710,706.36	$ 732,027.55	$ 753,988.38	$ 776,608.03	$ 799,906.27	$ 823,903.46	$ 1,057,384.27		
	COST	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	P/L %	
	ANNUAL BENEFIT	**$ 4,674.46**	**$ (1,349,603.00)**	**$ 669,908.91**	**$ 690,006.18**	**$ 710,706.36**	**$ 732,027.55**	**$ 753,988.38**	**$ 776,608.03**	**$ 799,906.27**	**$ 823,903.46**	**$ 1,057,384.27**	72.65%	5 YEAR
	NET RESULTING BENEFIT	**$ 4,674.46**	**$ (1,349,603.00)**	**$ (679,694.09)**	**$ 10,312.09**	**$ 721,018.45**	**$ 1,453,046.00**	**$ 2,207,034.38**	**$ 2,983,642.42**	**$ 3,783,548.69**	**$ 4,607,452.15**	**$ 5,664,836.42**	283.24%	10 YEAR
**SALES ESTIMATES ONLY INCLUDED FOR 6 RESTAURANT SITES: DOES NOT INCLUDE 3 ADDITIONAL COMMERCIAL BUILDINGS (APPROX. 13K SF)*														
	SAME	$ 4,674.46	$ 4,814.70	$ 4,959.14	$ 5,107.91	$ 5,261.15	$ 5,418.98	$ 5,581.55	$ 5,749.00	$ 5,921.47	$ 6,099.11			
	SAME NET	$ 4,674.46	$ 9,489.16	$ 14,448.30	$ 19,556.21	$ 24,817.36	$ 30,236.34	$ 35,817.90	$ 41,566.90	$ 47,488.37	$ 53,587.48			



City of Saginaw

Meeting Date: 6/18/2019

Staff Contact: Bryn Meredith
City Attorney

Agenda Items: (9)

E-mail:

Phone:

SUBJECT:
Consideration and Action regarding Resolution No. 2019-13 Authorizing Best Value Competitive Bidding and Delegating Authority for Contract Award for The Square Through-Road Project

---

BACKGROUND/DISCUSSION:
As a component of the development of The Square mixed use project, the Developer and the City have agreed that a through road connecting Old Decatur and Saginaw Boulevard, should be constructed by the Developer and dedicated to the City. In addition, in order to incentivize the development and the construction of the through road, the City will consider an incentive payment of two million dollars, with one and a one-half million of that amount tied specifically to the construction and dedication of the road. Because more than 30% of the road construction cost will be funded by public dollars, certain procurement rules will apply.

Section 212.071 of the Texas Local Government Code requires that a contract to construct public improvements comply with the competitive bidding requirements of Chapter 252 of the Local Government Code in instances where the City participates in the cost of the improvements in excess of 30% of the total cost. Chapter 252 of the Local Government Code requires that this project be competitively bid since the cost of the project exceeds $50,000. However, section 252.022 (d) provides that if the City Council "determines that a method described by Chapter 2269, Government Code, provides a better value," the contract is not required to be bid or awarded in accordance with the traditional competitive bidding process.

The resolution before you will allow the through road to be advertised and awarded in accordance with the "best value" method set forth in Chapter 2269, Government Code. In addition, that the "Competitive Bidding Method" method be used for this project, under Subchapter C of Chapter 2269, Government Code. This method requires the project to be awarded to the lowest responsible bidder who *provides the best value to the City*. *Best value* may include consideration of multiple factors, including:

(1) the price;
(2) the offeror's experience and reputation;
(3) the quality of the offeror's goods or services;
(4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;

(5) the offeror's safety record;
(6) the offeror's proposed personnel;
(7) whether the offeror's financial capability is appropriate to the size and scope of the project; and
(Tex. Gov't Code § 2269.055 (a).)

In addition, Section 2269.053 (a) authorizes the City Council to delegate "its authority under this chapter regarding an action authorized or required by this chapter to a designated representative, committee, *or other person*." (*Emphasis* added.) In this case, it is recommended that the Council adopt a resolution designating the Developer's representative to perform the notice, bidding, and bid award of the construction of the through road. The request for proposals must include "the limits of the delegation, and the name or title of each person designated." (Tex. Gov't Code §2269.053 (b).)

For more information on the requirements of bid publications and those sections of the Texas Government Code that further regulate the bidding process, please see the attached memo from City Attorney Bryn Meredith.

FINANCIAL IMPACT:
n/a

RECOMMENDATION:
Move to approve Resolution 2019-13 of the City of Saginaw, Texas, finding that the "Competitive Bidding Method" under Subchapter 2269 of the Texas Government Code is the delivery method that provides the best value for the City for purposes of constructing a through road connecting Old Decatur Road and Saginaw Boulevard as a part of The Square mixed-use development; delegating its authority under Chapter 2269 regarding an action authorized or required by that chapter and for purposes of the through road project only to Farooq Wazirali; and providing an effective date.

ATTACHMENTS:

Description
Resolution No. 2019-13
Memo- RE: Competitive Requirements for Public Road Project re: The Square

RESOLUTION NO. 2019-13

A RESOLUTION OF THE CITY OF SAGINAW, TEXAS, FINDING THAT THE "COMPETITIVE BIDDING METHOD" UNDER SUBCHAPTER C OF CHAPTER 2269 OF THE TEXAS GOVERNMENT CODE IS THE DELIVERY METHOD THAT PROVIDES THE BEST VALUE FOR THE CITY FOR PURPOSES OF CONSTRUCTING A THROUGH ROAD CONNECTING OLD DECATUR ROAD AND SAGINAW BOULEVARD AS A PART OF THE SQUARE MIXED-USE DEVELOPMENT; DELEGATING ITS AUTHORITY UNDER CHAPTER 2269 REGARDING AN ACTION AUTHORIZED OR REQUIRED BY THAT CHAPTER AND FOR PURPOSES OF THE THROUGH ROAD PROJECT ONLY TO FAROOQ WAZIRALI; 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, pursuant to a Chapter 380 economic development grant ("Grant") the City of Saginaw desires to support and incentivize the construction of a through road connecting Old Decatur Road and Saginaw Boulevard (the "Project") as a part of The Square mixed-use development (the "Development"); and

WHEREAS, the developer of the Development desires to construct and dedicate the through road; and

WHEREAS, the Grant is in an amount that will exceed 30% of the cost of the Project; and

WHEREAS, Section 212.071 of the Texas Local Government Code requires that a contract to construct public improvements comply with the competitive bidding requirements of Chapter 252 of the Local Government Code in instances where the City participates in the cost of the public improvements in excess of 30% of the total cost; and

WHEREAS, pursuant to Local Government Code Section 252.021(a), before entering into a contract that requires an expenditure of more than $50,000.00, the City must: (1) comply with Subchapters B and C of Chapter 252, Local Government Code (Chapter 252) related to competitive bidding and proposals; (2) use the reverse auction procedure defined by Section 2155.062(d) of the Government Code, for purchasing; or (3) comply with a method described by Chapter 2269 of the Texas Government Code (Chapter 2269); and

WHEREAS, expenditures for the Project will exceed $50,000; and

WHEREAS, Section 252.022 (d) of the Local Government Code provides that if the City Council "determines that a method described by Chapter 2269, Government Code, provides a better value," the contract is not required to be bid or awarded in accordance with the traditional competitive bidding process under Chapter 252; and

WHEREAS, with respect to the Project, the City Council of the City of Saginaw, Texas, finds that the "Competitive Bidding Method" under Subchapter C of Chapter 2269 is the delivery method that provides the best value for the City; and

WHEREAS, Section 2269.053 permits the governing body to delegate "its authority under this chapter regarding an action authorized or required by this chapter to a designated representative, committee, or other person;" and

WHEREAS, the City Council deems it appropriate and in the best interest of the public to delegate its authority under Chapter 2269 regarding an action authorized or required by that Chapter, and for purposes of the Project only, to Farooq Wazirali, Managing Member.

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

SECTION 1.

The City Council finds that with respect to expenditures necessary for the Project, the "Competitive Bidding Method" under Subchapter C of Chapter 2269 is the delivery method that provides the best value for the City.

SECTION 2.

In accordance with Section 2269.053 of the Government Code, the City Council hereby delegates its authority under Chapter 2269 regarding all actions authorized or required by that Chapter, and for purposes of the Project only, to Farooq Wazirali, Managing Member.

SECTION 3.

This Resolution shall become effective from and after its passage.

_____

Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney

MEMORANDUM

TO: Alora Wachholz

FROM: Bryn Meredith

DATE: May 28, 2019

RE: Competitive Requirements for Public Road Project re: The Square

---

As a component of the development of the Square mixed use project, the Developer and the City have agreed that a through road connecting Old Decatur and Saginaw Boulevard, should be constructed by the Developer and dedicated to the City. In addition, in order to incentivize the development and the construction of the through road, the City will consider an incentive payment of two million dollars, with one and a one-half million of that amount tied specifically to the construction and dedication of the road. Because more than 30% of the road construction cost will be funded by public dollars, certain procurement rules will apply.

Section 212.071 of the Texas Local Government Code requires that a contract to construct public improvements comply with the competitive bidding requirements of Chapter 252 of the Local Government Code in instances where the City participates in the cost of the improvements in excess of 30% of the total cost. In addition, Section 212.073 of the Local Government Code requires the execution of a performance bond for the project in accordance with Chapter 2253 of the Government Code. (Note that the Development agreement requires additional bonds be supplied.)

Chapter 252 of the Local Government Code requires that this project be competitively bid since the cost of the project exceeds $50,000. However, section 252.022 (d) provides that if the City Council "determines that a method described by Chapter 2269, Government Code, provides a better value," the contract is not required to be bid or awarded in accordance with the traditional competitive bidding process.

I recommend that the Council adopt a resolution finding that the through road should be advertised and awarded in accordance with the "best value" method set forth in Chapter 2269, Government Code. In addition, I recommend that the "Competitive Bidding Method" method be used for this project, under Subchapter C of Chapter 2269, Government Code. This method requires the project to be awarded to the lowest responsible bidder who *provides the best value to the City*. *Best value* may include consideration of multiple factors, including:

(1) the price;
(2) the offeror's experience and reputation;
(3) the quality of the offeror's goods or services;
(4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;

(5) the offeror's safety record;
(6) the offeror's proposed personnel;
(7) whether the offeror's financial capability is appropriate to the size and scope of the project; and

(Tex. Gov't Code § 2269.055 (a).)[1]

In addition, Section 2269.053 (a) authorizes the City Council to delegate "its authority under this chapter regarding an action authorized or required by this chapter to a designated representative, committee, *or other person*." (*Emphasis* added.) In this case, I recommend that the Council adopt a resolution designating the Developer's representative to perform the notice, bidding, and bid award of the construction of the through road. The request for proposals must include "the limits of the delegation, and the name or title of each person designated." (Tex. Gov't Code §2269.053 (b).)

Notice of the request for proposals must be published in a newspaper of general circulation "once each week for at least two weeks before the deadline for receiving bids, proposals, or responses." (Tex. Gov't Code §2269.052 (c).)

Please note the following requirements mandating the selection process for the successful offeror (and, as a reminder, the City Council's designated representative performs these tasks):

> Sec. 2269.102. USE OF ARCHITECT OR ENGINEER. The governmental entity shall select or designate an architect or engineer in accordance with Chapter 1051 or 1001, Occupations Code, as applicable, to prepare the construction documents required for a project to be awarded by competitive bidding.
>
> Sec. 2269.103. PREPARATION OF REQUEST. The governmental entity shall prepare a request for competitive bids that includes construction documents, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to submit a bid.
>
> Sec. 2269.104. EVALUATION OF OFFERORS. The governmental entity shall receive, publicly open, and read aloud the names of the offerors and their bids.
>
> Sec. 2269.105. SELECTION OF OFFEROR. Not later than the seventh day after the date the contract is awarded, the governmental entity shall document the basis of its selection and shall make the evaluations public.

Finally, all bids submitted are required to be *sealed*. (Tex. Gov't Code §2269.059.)

---

[1] Note that: " In engaging in an activity to which this section applies, a governmental entity:

(1) may not consider whether a person is a member of or has another relationship with any organization; and

(2) shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to an organization." Sec. 2269.054(b)

City of Saginaw

Meeting Date: 6/18/2019

Agenda Items: (10)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Consideration and Action regarding award of bid for Professional Audit Services

BACKGROUND/DISCUSSION:
A Request for Proposals (RFP) for Professional Auditing Services was issued on May 8, 2019. The City received five proposals by the May 23, 2019 deadline. A committee comprised of the Assistant City Manager, the Police Chief, and the Finance Director reviewed the proposals as outlined in the RFP. Based on the review and scoring criteria, the committee recommends awarding the bid to Weaver and Tidwell.

FINANCIAL IMPACT:
The cost of professional auditing services for the next two years will be $45,000 and $45,900. The FY18/19 budget for audit services is $50,000.

RECOMMENDATION:
Staff recommends awarding a contract to Weaver and Tidwell for professional auditing services.

ATTACHMENTS:

Description

audit services memo
audit rfp
audit rfp evaluaion form composite
audit services contract

City of Saginaw

333 West McLeroy
P.O. Box 79070
Saginaw, Texas 76179
817-232-4640
Fax 817-232-4644
www.ci.saginaw.tx.us

MEMORANDUM

DATE: June 12, 2019

TO: Gabe Reaume, City Manager

CC: Dolph Johnson, Assistant City Manager
Lee Howell, Police Chief

FROM: Kim Quin, Finance Director

SUBJECT: Professional Auditing Services

A request for proposals (RFP) for professional auditing services was issued on May 8, 2019. The RFP was posted to the City's website and published in the Fort Worth Star Telegram on May 8th and May 15th.

The City received five proposals by the May 23rd deadline. They are from BKD CPAs & Advisors; Weaver and Tidwell, L.L.P; Pattillo, Brown & Hill; BrooksWatson & Co., PLLC; and McConnell & Jones LLP.

The Assistant City Manager, the Police Chief and I evaluated the proposals as outlined in the RFP. The technical proposals were evaluated and scored individually. The technical scores were then combined to determine a composite score. The composite technical scores were compared, then the sealed cost proposals were opened. A score for the cost proposal was added to the technical proposal score to determine a grand total of awarded points.

Based on the evaluation of the committee, Weaver and Tidwell received the highest composite score. I have attached the evaluation criteria summary and the published RFP for your information. It is the recommendation of the committee to award a two year contract with the option for three one year renewals to Weaver and Tidwell.

City of Saginaw

CITY OF SAGINAW, TEXAS

REQUEST FOR PROPOSALS (RFP)

FOR

PROFESSIONAL AUDITING SERVICES

PROPOSAL DUE DATE:
MAY 23, 2019 AT 3:00 P.M.

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CITY OF SAGINAW, TEXAS
REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES
MAY 23, 2019

I. INTRODUCTION

A. General Information

The City of Saginaw ("City") is inviting qualified firms of Certified Public Accountants ("Respondent") to submit a proposal to conduct the annual audit of the financial statements for the two (2) fiscal years ending September 30, 2019 and 2020 with the option for three additional one-year renewals for the three subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards* (2007), the provisions of the Single Audit Act of 1984 (as amended), and the provisions of U.S. Office of Management and Budget ("OMB") Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* as well as the provisions of the Texas Public Funds Investment Act as amended. Additional requirements include examination for compliance with procedures established by City Charter, City Ordinance, or where applicable, state and federal laws or regulations.

Costs related to the preparation of a response to this RFP shall be the sole responsibility of the Respondent. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Any inquiries concerning the request for proposals should be addressed to Kim Quin, Finance Director, at 817-230-0332 or kquin@saginawtx.org.

Deadline for receipt of proposals is 3:00 P.M., Thursday May 23, 2019. Proposals are to be submitted to:

City of Saginaw
Attn: Kim Quin
Finance Director
333 West McLeroy Blvd.
Saginaw TX 76179

A master copy (so marked) and three (3) copies of the proposal are to be returned in a sealed envelope or package bearing the name and address of the Respondent and labeled "Professional Auditing Services."

A master copy (so marked) and three (3) copies of the Cost of Services Schedule are to be submitted in a separate, sealed envelope attached to the technical proposal and bearing the name and address of the Respondent, and labeled "Cost of Services Schedule."

Proposals must include a statement indicating they are valid for a minimum of 120 days subsequent to the RFP closing date. Late proposals will not be considered. The Respondent will be solely responsible for ensuring the proposal is delivered by the specified deadline.

The City of Saginaw reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by a three-member Proposal Review Committee ("PRC") consisting of:

Dolph Johnson	Assistant City Manager
Kim Quin	Finance Director
Lee Howell	Police Chief

A recommendation of the top firms will be made to the City Council for final selection.

During the evaluation process, the PRC and the City reserve the right, where it may serve the City of Saginaw's best interest, to request additional information or clarification from respondents, or to allow corrections of errors or omissions. At the discretion of the City of Saginaw or the PRC, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Saginaw and the firm selected.

It is anticipated the selection of a firm will be completed by June 19, 2019. Following the notification of the selected firm, it is expected a contract (Appendix A) will be executed between both parties by June 28, 2019.

B. Term of Engagement

A two-year contract is contemplated, subject to the annual review and recommendation of the Proposal Review Committee, the satisfactory negotiation of terms (including a price acceptable to both the City and the selected firm), the concurrence of the City Council, and the annual availability of an appropriation. The City may cancel the contract should the present or future City Council fail to appropriate funds in any fiscal year for the payment of this service. No penalty shall be applicable in the event of any such non-appropriation. In the event of non-appropriation, the City shall give written notice of cancellation and the City shall not be obligated to make any payments beyond the end of the fiscal year (i.e. related to a subsequent fiscal year).

II. DESCRIPTION OF THE GOVERNMENT

A. City Contacts

The auditor's principal contact with the City of Saginaw will be Kim Quin, Finance Director at 817-230-0332 or kquin@saginawtx.org

B. Background Information

The City of Saginaw is located in Tarrant County and was incorporated in 1949. The City is operating under a charter adopted on January, 19, 1988. The City is a home rule city operating under a Council/Manager form of government. The City Council is comprised of seven members, including the Mayor. All seven Council members are elected at large for three year staggered terms on a nonpartisan basis. The Council has the authority to enact local legislation, levy taxes, adopt budgets, determine policies, incur debt, and appoint the City Attorney, the Municipal Court Judge, and the City Manager. The City Manager reports directly to the City Council, and is responsible for the daily management of the various city departments. There are various department directors, managers, and division heads. The City's fiscal year begins on October 1st and ends on September 30th. The City is approximately 7.75 square miles and serves a population of approximately 21,730.

The City of Saginaw provides to its citizens a full range of services including: general administrative, police and fire protection, animal services, municipal court, development and code compliance services, permitting, construction and maintenance of streets and highways, park and recreational facilities, economic development, drainage, water and wastewater services, and library services. A private contractor, through a franchise agreement, provides solid waste and recycling collection and disposal services for the City.

The Finance Director is responsible for all financial accounting and reporting activities of the City. The Finance Director has overall responsibility for the following functions: general accounting and budgeting, accounts payable, accounts receivable, capital assets, tax, cash and debt management, and municipal court. The Finance Department maintains the City's accounting records at 333 W. McLeroy Blvd., Saginaw, Texas, 76179. The Director and staff will prepare the trial balances and work papers for the preparation of the financial statements for all individual funds. The Director and staff will prepare confirmations and will be available to the Auditor for the purposes of providing information, retrieving files and records, and explaining policies and procedures.

The Basic Financial Statements of the City include all government activities, organizations, and functions for which the City is financially accountable as defined by GASB. In addition, the financial statements include the Saginaw Crime Control and Prevention District, a blended component unit, because it has the same governing body as the primary government and the primary government has operational responsibility.

The City of Saginaw has a total bi-weekly payroll of approximately $315,000 covering 161 employees. The summer months add approximately 60 employees to the payroll at an estimated bi-weekly cost of approximately $23,500.

The City of Saginaw is organized into 11 departments. The accounting and financial reporting operations of the City of Saginaw are centralized. However, the cash receipts function of the City is decentralized. Collections are handled at multiple locations throughout the City.

C. Fund Structure

The City of Saginaw uses the following fund types and account groups in its financial reporting:

Fund Type/Account Groups	# of Funds	# Funds w/Adopted Budgets
General Fund	1	1
Special Revenue Funds	6	5
Debt Service Funds	1	1
Capital Projects Funds	1	1
Enterprise Funds	1	1

The City may, during the contract period, create additional funds deemed necessary to properly record and report financial transactions, while some existing funds may be deemed no longer necessary during the contract period. Use of the latter will be discontinued when all financial transactions have been posted, audited, and reported.

D. Budgetary Basis

The City prepares its annual operating budgets on a cash basis which requires certain reclassification entries at year end to convert to a generally accepted accounting principles basis.

E. Federal and State Financial Assistance

During the previous fiscal year, the City received less than $27,000 in Federal and State Awards of financial assistance. As such, no Single Audit Report was required.

F. Pension Plans

The City participates in the Texas Municipal Retirement System, a joint contributory, defined contribution plan. Employee contributions are currently 7% of earnings with the City matching employee contributions at a 2:1 rate. Actuarial services for this plan are provided by the Texas Municipal Retirement System.

G. Component Units

The City of Saginaw has identified the Saginaw Crime Control and Prevention District as a blended component unit of the City and should be included in the City's financial statements.

H. Magnitude of Finance Operations

The Finance Department is directed by Kim Quin and consists of 8 employees. The Management Analyst position is shared with the City Secretary's office. The position spends 50% of her time on finance activities. The principal functions performed and the numbers of employees assigned to each are as follows:

Function	# of Employees
Accounting and Administration	1.5
Accounts Payable	1.0
Municipal Court	2.0
Utility Billing	3.0

I. Computer System

Make	Software	Major Applications
Windows Based Server	STW	Financial Systems:
		General Ledger
		Budget
		Accounts Payable
		Payroll
		Utility Billing
		Capital Assets
		Cash Receipts
	Utility Data Systems	Municipal Court
PCs	Microsoft Office	Excel
		Word
		PowerPoint
		Outlook

J. Availability of Prior Audit Reports and Working Papers

Interested respondents wishing to review the City's most recent financial statement may find a copy on the City's website at ci.saginaw.tx.us. The City will use its best efforts to make prior audit reports, supporting working papers, and other requested documents available to respondents to aid their response to this request for proposals. Further inquiries should be made to Kim Quin, Finance Director, at kquin@saginawtx.org.

III. NATURE OF SERVICES REQUIRED

A. General

The City of Saginaw ("City") is inviting qualified firms of Certified Public Accountants ("Respondent") to submit a proposal to conduct the annual audit of the financial statements for the two (2) fiscal years ending September 30, 2019 and 2020, with the option for three additional one-year renewals for the three subsequent fiscal years. These audits are to be performed in accordance with the provisions contained herein.

B. Scope of Work to be Performed

The City desires the selected Respondent ("Auditor") express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles ("GAAP"). The City also desires the Auditor express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with GAAP. The Auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the Auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the general purpose financial statements and the individual and fund financial statements and schedules. The Auditor is not required to audit the introductory section of the report or the statistical section of the report; however, both of these sections shall be reviewed by the Auditor.

Auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards ("GAAS").

The Auditor shall also review the City's investment practices and Investment Policy to ensure compliance with both the policy and the Public Funds Investment Act.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with GAAS as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996), and the provisions of U.S. Office of Management and Budget ("OMB") Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* as well as the provisions of the Texas Public Funds Investment Act as amended. Additional requirements include examination for compliance with procedures established by City Charter, City Ordinance, or where applicable, state and federal laws or regulations.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the Auditor shall prepare and issue all reports currently required by State and Federal grantors, American Institute of Certified Public Accountants, Governmental Accounting Standards Board, Government Finance Officers Association of the United States and Canada, and other regulatory agencies. The Auditor shall likewise issue any other reports subsequently required by these or similar entities following completion of the financial audit. These reports include, but are not limited to:

- A report on the fair presentation of the general-purpose financial statements and the combining and individual fund statements in conformity with generally accepted accounting principles.
- A report on the internal control structure based on the Auditor's understanding thereof and assessment of control risk.
- A report on compliance with applicable laws and regulations, including those related to major and non-major federal and state financial assistance.
- An informal report detailing required adjusting entries and reclassification entries will be provided to staff. This report shall take into consideration the government-wide entries made in the general ledger and include any additional entries necessary to properly state the GWFS.

In the required report on compliance, internal controls, and operating procedures, the Auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the City's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the Auditor shall be reported in a separate letter to management, which shall be referred to in the report on compliance and internal controls.

Irregularities and illegal acts. Auditor shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Manager and Finance Director.

Reporting to the City Council. Auditor shall ensure that the City Council of Saginaw is informed of each of the following:

- The Auditor's responsibilities under generally accepted auditing standards,
- Significant accounting policies,
- Management judgments and accounting estimates,
- Significant audit adjustments,
- Other information in documents containing audited financial statements,
- Disagreements with management,
- Management consultation with other accountants,
- Major issues discussed with management prior to retention, and
- Difficulties encountered in performing the audit.

E. Special Considerations

1. The City will submit its comprehensive annual financial report ("CAFR") to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting Program. Special assistance from the selected audit firm may be required for the City of Saginaw to meet the requirements of that program.

2. The City currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the Auditor's report thereon. The Auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the Auditor and any necessary "comfort letters."

3. The reports on the internal control structure and operating procedures and compliance are not to be included in the comprehensive annual financial report, but are to be issued separately.

4. The City may require the Auditor's assistance with interpretation of and compliance with upcoming GASB Statements.

5. From time to time, the Auditor will be asked to provide guidance concerning proper accounting procedures.

6. The Auditor shall agree to provide the City with information relating to regulation changes that would affect the City and its operation such as timely notifications of changes proposed or initiated by GASB, FASB, or GOA.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the Auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the City or their designees. Copies of working papers will be provided to the City on an annual basis. If the Auditor can not provide copies, the original working papers will be made available to City staff for copying purposes.

In addition, the firm shall respond to the reasonable inquiries of successor Auditors and allow successor Auditors to review working papers relating to matters of continuing accounting significance.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following list contains key dates up to and including the date proposals are due to be submitted:

- Request for proposals issued — May 8
- Deadline for questions — May 17
- Due date for proposals — May 23

B. Notification and Contract Dates

- City Council award of contract — June 18
- Notification of selected firm — June 19
- Contract date — June 19-23

C. Date Audit May Commence

Interim work for the 2019 fiscal year may be completed in the months of July or August. The audit for fiscal year 2019 may begin after November 30, 2019. The audit fieldwork shall be substantially complete by December 20, 2019. Any deviation from this schedule is to be noted by the audit firm in the response to the request for proposals.

D. Important Dates for the 2019 Fiscal Year Audit

Each of the following shall be completed by the Auditor no later than the dates indicated. Any deviations from the dates shown are to be noted by the audit firm in the response to the request for proposals.

1. Detailed audit plan

   The Auditor shall provide the City with a detailed audit plan by the conclusion of interim work. A list of all schedules to be prepared by City staff shall be submitted no later than September 1, 2019.

2. Draft financial reports

   The Auditor will be responsible for preparing the Comprehensive Annual Financial Report ("CAFR"). The first draft of the CAFR including the associated notes is due to City staff no later than January 17, 2020.

   City staff will complete the transmittal letter, MD&A, and statistical section by January 31, 2020.

   Subsequent corrections to the CAFR must be submitted to City staff for review as expeditiously as possible in order to meet the scheduled delivery date of the final report as noted below.

3. Final reports

   The final printed copies of the CAFR are due in the City Finance Office by February 11, 2020. The Auditor will be responsible for printing and binding said report. The City will require 20 copies of the final, printed report.

   The Auditor will be required to make a presentation to the City Council on February 18, 2020. A similar presentation will be required each year the audit contract is in effect.

   The City may publish any or all such reports on the City's web site for access by interested parties. As such, electronic copies of said reports shall be provided to the City for such publication.

Any deviation from this schedule is to be noted by the audit firm in the response to the request for proposals.

E. Entrance/Exit Conferences and Progress Reporting

1. Interim Work

Entrance conference with Finance Director – on or before the first day of interim work. The purpose of this meeting will be to discuss previous audits, the interim work to be performed and establish audit liaison.

Progress conference with Finance Director – on the last day of interim work. The purpose of this meeting will be to summarize the results of the preliminary review and to identify the key internal controls or other matters to be tested.

2. Audit Fieldwork

Entrance conference with Finance Director - on December 2, 2019. The purpose of this meeting will be to discuss the progress on the year end work being performed and discuss all items and schedules provided by City staff.

Exit conference with Finance Director – no later than December 20, 2019. The purpose of this meeting will be to summarize the results of the fieldwork and review significant findings.

Prior to issuance of the financial statements, Auditor will meet with the City Manager to discuss the audit, any findings or concerns, and any other relevant information.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. City staff will prepare audit confirmation letters requested by Auditor.

B. Information Technology Assistance

Information technology personnel will be available to provide systems documentation and explanations. The Auditor will not be provided access to the City's computer hardware or software. However, the City's general ledger account balances will be provided electronically. Typically, this information has been available in Microsoft Excel format.

C. Statements and Schedules to be Prepared by City Staff

City staff will provide the following information, schedules, and reports to the Auditor:

- General ledger detail of year-to-date activity for all or selected accounts as requested by Auditor
- Year-to-date Summary Trial Balance for each fund
- Budget Reports, both adopted and revised
- Other statements and schedules as requested by the audit firm. See Appendix B for list of items prepared for past audits.

D. Work Area and Available Equipment

The City will provide the Auditor with reasonable work space, tables, and chairs. Access to a telephone line, photocopying facilities, and a fax machine will also be provided.

E. Report Preparation

Preparation of statements, schedules, notes, and other narrative included in the Comprehensive Annual Financial Report will be the responsibility of the Auditor, with the assistance of city staff. City staff will prepare the transmittal letter, the MD&A, and statistical section for inclusion in the CAFR. The Auditor will review these documents and propose changes as necessary. Staff will review the report and propose corrections as necessary. Staff review shall include verification of calculations and partial presentations of audited figures reflected in the report narrative. Auditor will be responsible for printing and binding final document. Auditor will provide an electronic copy of the CAFR in pdf format for posting on the City's web site. The file must be unprotected to allow City staff to add bookmarks to the file and to allow for breaking the report into sections to facilitate internet access and the download process.

Auditor will be responsible for preparation, printing, and issuance of other required reports to the City Council. The City will not provide any supplies used in the preparation of these reports.

VI. Proposal Requirements

A. General Requirements

1. Inquiries

Inquiries concerning the Request for Proposals for Professional Auditing Services shall be e-mailed to Kim Quin, Finance Director at kquin@saginawtx.org.

CONTACT WITH ANY OTHER CITY PERSONNEL REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Submission of Proposals

The following material is required to be received by 3:00 p.m., May 23, 2019 for a proposing firm to be considered:

a. A master copy (so marked) of a Technical Proposal and three (3) copies to include the following:

i. Title Page
ii. Table of Contents
iii. Transmittal Letter
iv. Detailed Proposal
v. If applicable, executed copy of the Certificate of Corporate Bidder attached to the request for proposals in Appendix C.
vi. Executed copies of the Proposer Guarantees and Proposer Warranties, attached to this request for proposals in Appendices D and E.

The Technical Proposal shall be submitted in a sealed envelope or package marked as follows:

FIRM NAME
TECHNICAL PROPOSAL
PROPOSAL FOR CITY OF SAGINAW
PROFESSIONAL AUDITING SERVICES

b. The proposer shall submit an original and three (3) copies of a dollar cost bid in a separate sealed envelope attached to the Technical Proposal marked as follows:

FIRM NAME
SEALED DOLLAR COST BID
PROPOSAL FOR CITY OF SAGINAW
PROFESSIONAL AUDITING SERVICES

c. Proposer should send the completed proposal consisting of the two separate envelopes or packages to the following address:

City of Saginaw
Attn: Kim Quin
Finance Director
333 W. McLeroy Blvd
Saginaw, TX 76179

B. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the City in conformity with the requirements of this request for proposals. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

THERE MUST BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The technical proposal shall address all the points outlined in the request for proposals, excluding any cost information which should be included only in the sealed dollar cost bid. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, item numbers 2 through 11, must be included as they represent the criteria against which the proposal will be evaluated.

2. Independence

The firm shall provide an affirmative statement that it is independent of the City of Saginaw as defined by generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards* (Revised, July 2007).

The firm shall also provide an affirmative statement that it is independent of all of the component units of the City as defined by those same standards.

The firm shall also list and describe the firm's professional relationships involving the City or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City written notice of any professional relationships that could compromise independence entered into during the period of this agreement.

3. License to Practice in Texas

   An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Texas.

4. Firm Qualifications and Experience

   The proposal shall state the professional staffing size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and professional background of professional staff to be employed on this engagement on a full-time basis as well as the number and professional background of the staff to be so employed on a part-time basis.

   If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

   The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific governmental agency engagements.

   The firm shall also provide information on the results of any federal or state desk review or field review of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory, and Staff Qualifications and Experience

   The firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement and indicate whether each person is licensed to practice as a certified public accountant in Texas. The firm should provide information on the governmental auditing experience of each person, including information on relevant continuing education for the past three (3) years and memberships in professional organizations relevant to the performance of this audit.

   The firm should provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm should also indicate how the quality of the staff over the term of the engagement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided the replacements have substantially the same or better qualifications or experience.

6. Accessibility of Partners and Managers

Describe commitments that respondent will make with respect to accessibility of the partners and managers assigned to the City's engagement to the City's senior officers and key financial employees.

Additional Services: The City may, from time to time, require management advisory services and auditing services beyond the scope of the annual audit. Describe the firm's expertise both locally and nationally in each of the following:

EDP Auditing
System Implementation Assistance
Cost of Service
Special Purpose Audits
Executive Search
Cost Accounting Systems
Other

In addition, the firm should answer the following questions: how will fees for the above services be calculated; will the City receive any discount from the firm's standard rates, and if so, how much?

7. Prior Engagements with the City of Saginaw

The firm shall list separately all engagements within the last five years, ranked on the basis of total staff hours, for the City of Saginaw by type of engagement (i.e. audit, management advisory services, special studies, etc.). For each engagement, the firm should indicate the scope of the work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

8. Similar Engagements with Other Governmental Entities

For the firm's office that will be assigned responsibility for the City's audit, list the most significant engagements (maximum of five (5)) performed in the last five (5) years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. The scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact must be included.

9. Specific Audit Approach

The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Section II of this request for proposals. In developing the work plan, references should be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers are required to provide all of the following information on audit approach:

a. Proposed segmentation of the engagement
b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
c. Sample sizes and the extent to which statistical sampling is to be used in the engagement
d. Extent of the use of EDP software in the engagement
e. Type and extent of analytical procedures to be used in the engagement
f. Approach to be taken to gain and document an understanding of the City's internal control structure
g. Approach to be taken in determining laws and regulations that will be subject to audit test work
h. Approach to be taken in drawing audit samples for purpose of tests of compliance

10. Identification of Anticipated/Potential Audit Problems

The proposer shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these types of problems, and any special assistance that will be requested from the City of Saginaw and its staff.

11. Report Format

The proposer should include sample formats for required reports.

NO DOLLAR COSTS FOR THIS ENGAGEMENT SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

C. Sealed Dollar Cost Bid

1. Total All-Inclusive Maximum Price

The sealed dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs. The City will not reimburse Auditor for out-of-pocket expenses.

The first page of the sealed dollar cost bid shall include the following information:

a. Name of firm
b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Saginaw
c. A total all-inclusive maximum price by year for the financial audit and printing of the comprehensive annual financial report of the City of Saginaw for the two fiscal years ending September 30, 2019, and 2020 (Appendix H)
d. Method to be employed to calculate future year audit costs (i.e. for the three one-year extension options)

The City will not be responsible for expenses incurred in the preparation and submission of the response to this request for proposals. Such costs should not be included in the proposal.

2. Rates by Staffing Level and Number of Hours Anticipated for Each

The second page of the sealed dollar cost bid should include a schedule of professional fees and expenses, presented in the format provided in Appendix F, part 2 that supports the total all-inclusive maximum price.

3. Rates for Additional Professional Services

If it should become necessary for the City to request the Auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued to management on this engagement, then such additional work shall be preformed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

4. Manner of Payment

Progress payments will be made based on the hours of work completed during the course of the engagement in accordance with the firm's sealed dollar cost bid. Interim billing statements shall cover a period of not less than one calendar month. Billings ***must*** include detail reflecting hours worked by staffing levels and estimated hours to completion. An example of data to be included with the billings in included in Appendix G. ***Invoices received without this information will be returned unpaid.***

VII. EVALUATION PROCEDURES

A. Proposal Review Committee

Proposals submitted will be evaluated by a three-member Proposal Review Committee ("PRC") selected by the City of Saginaw, consisting of the Assistant City Manager, the Police Chief, and the Finance Director.

B. Review of Proposals

The PRC will use a point formula during the review process to score proposals. Each member of the PRC will first score each technical proposal by each of the criteria described in Section VII C, infra. The full PRC will then convene to review and discuss their individual evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest all-inclusive maximum prices. Appropriate fractional scores will be assigned to the remaining proposers' dollar cost bids.

The City of Saginaw reserves the right to retain all proposals submitted and use any idea in any proposal regardless of whether that proposal is selected.

C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

   a. The firm is independent and licensed to practice in Texas

   b. The firm has no conflict of interest with regard to any other work performed by the firm for the City

   c. The audit firm's professional personnel have received adequate continuing professional education within the last three (3) years

   d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work

   e. The firm adheres to the instructions in this request for proposals for preparing and submitting the proposal

2. Technical Qualifications

   a. Expertise and experience

      i. The firm's past experience and performance on comparable governmental engagements as determined in part from client reference responses
      ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
      iii. The firm's Computer expertise

   b. Audit approach

      i. Adequacy of proposed staffing plan for the various segments of the engagement
      ii. Adequacy of sampling techniques
      iii. Adequacy of analytical procedures

3. Ability to meet stated deadlines

   a. Ability to meet fieldwork schedule or provide an acceptable alternative
   b. Ability to meet on-site audit dates or provide an acceptable alternative
   c. Ability to meet final report delivery date, or provide an acceptable alternative.

4. Price

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM.

D. Oral Presentations

During the evaluation process, the PRC may, at its discretion, request any number of or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the PRC may have on a firm's proposal. Not all firms submitting proposals may be asked to make such oral presentations.

E. Final Selection

The City of Saginaw will select a firm based upon the recommendation of the PRC and approved by the City Council. It is anticipated that a firm will be selected on June 18, 2019. Following notification of the firm selected, it is expected a contract will be executed between both parties no later than June 23, 2019.

F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

The City of Saginaw reserves the right without prejudice to reject any or all proposals.

CITY OF SAGINAW

CONTRACT FOR PROFESSIONAL AUDITING SERVICES

This contract is made and entered into this _____day of ____ 20__ by and between the City of Saginaw, Texas, a municipal corporation in Tarrant County, Texas (hereinafter referred to as the "City"), and _____ (hereinafter referred to as the "Auditor").

W I T N E S S E T H

WHEREAS, the City is a municipal corporation of the State of Texas, located at City Hall, 333 W. McLeroy Boulevard, Saginaw, Texas 76179, wherein the books and records of said City are kept, and

WHEREAS, the Auditor is a Certified Public Accountant, duly licensed in said capacity in the State of Texas, having paid all fees pursuant to such licensing, and the City being willing to employ Auditor on the terms and conditions hereinafter set forth, the parties agree as follows:

Terms and Conditions

1. The Request for Proposals for Professional Auditing Services dated May___, 2019 is incorporated into this agreement and all conditions and requirements of the Request for Proposals are hereinafter considered to be part of this agreement.

   The initial contract shall be for a term of two years with three one-year renewal options. At the completion of each contract year, the Evaluation Committee will perform a review of the Auditor's performance. Acceptable performance reviews of the Auditor by the City will be necessary to continue auditing services the following fiscal year.

2. The fees for audit services shall be:

Fiscal Year	Financial Audit total not to exceed
2019	$_____
2020	$_____
Totals	$_____

3. While the objective of the examination is the expression of an unmodified opinion on the fair presentation of the financial statements of the City, it is understood that an opinion may have to be modified or denied as the facts or circumstances dictate.

   The City has the responsibility for the proper recording of transactions in the books of account, for the safeguarding of assets, and for the substantial accuracy of the financial statements. Such are the representations of the City. In addition, it is understood that the examination is not primarily designed and cannot be relied upon to disclose defalcations and other similar irregularities, although their discovery may result. If irregularities are discovered, Auditor will report such irregularities to the City Manager and Finance Director.

4. City agrees to make progress payments on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of no less than one calendar month. Interim billings must include detail, which reflects hours worked by staffing levels and the remaining estimated hours to completion. Invoices received without this information will be returned unpaid.

5. Auditor agrees that it will not at any time, either directly or indirectly, disclose or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind or description concerning any matters affecting or relating to the business of the City whether or not any or all such matters would otherwise be deemed confidential material, unless otherwise pursuant to law or so directed by the City.

6. This contract may be modified or amended by mutual agreement of the parties. No waiver, modification, or amendment of any term, condition, or provision of this contract will be valid, or of any force or effect, unless made in writing and signed by the parties hereto.

7. A failure by the City to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such initiated rights of action shall be cumulative.

8. This contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

9. This contract shall be deemed to have been made and performed in Tarrant County, Texas. For purposes of venue, all suits or causes of action arising out of this contract shall be brought in the courts of Tarrant County, Texas.

10. It is agreed between the City and the Auditor that the contract shall be executed in an original and two (2) copies, any one of which may be used for any purposes for which the original may be used.

11. It is the intent of the parties that nothing contained herein shall be interpreted to assign to Auditor any status under this Agreement other than that of an independent contractor.

12. Auditor covenants that to the best of its knowledge, neither it nor any of its partners or employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, in any matters subject to audit by the City or that would conflict in any

manner or degree with the performance of services under this Agreement and that none of its partners are employees of the City, and that no one employed by the Auditor and no one who has or will have any financial interest under this Agreement is an officer or employee of the City.

13. No discrimination because of race, color, sex, age, handicap, national origin, ancestry, or religion shall be made in the employment of persons performing services under this contract. Auditor covenants that it will comply with all nondiscrimination provisions of applicable federal law or executive order in the performance of this Agreement.

14. Indemnification Agreement

As between the City and Auditor, the Auditor shall assume responsibility and liability only for any damage, loss, or injury caused by or resulting from the negligent acts of the Auditor, or any of its officers, agents, servants, or employees, arising from the performance of work under this Agreement. The Auditor shall indemnify and hold harmless the City and all of its officers, agents, servants, or employees from and against any and such claims, loss, damage, charge, or expense to which they or any of them may reasonably be put or subjected by reason of any such negligent acts, but only if an adjudication of negligence is made against the Auditor. The Auditor expressly agrees to provide professional time, at no additional fee, required in the defense against any claim brought or actions filed against the City, where such claim or action arises from the negligent acts, but only if an adjudication of negligence is made against the Auditor.

15. Insurance

The Auditor certifies, and will provide insurance certificate with the signed contract, that it carries the following types of insurance:

A. Statutory workers' compensation insurance or proof that such coverage is not required to be provided by Auditor under State law.
B. Professional liability insurance on the contractual services in this contract with minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.
C. Comprehensive liability insurance covering all operations and automobiles with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.
D. Umbrella or excess coverage cannot be used to reach the limits stated in B and C.

16. Because this contract is one for professional services, it cannot be transferred, assigned, or sublet without the prior written approval of the City.

17. This document contains the entire agreement between the parties and shall not be altered, varied, or modified unless made in writing and signed by the parties hereto. There are no understandings, representations, or agreements, written or oral, not incorporated herein. The terms of the engagement will also be confirmed in the annual engagement letter.

18. For purposes of this Agreement, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

AUDITOR	CITY
_____	City of Saginaw
_____	Attn: Kim Quin
_____	333 W. McLeroy Blvd.
_____	Saginaw, Texas 76179

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year written above.

AUDITOR:	CITY OF SAGINAW, TEXAS:
_____	_____
Partner	Todd Flippo, Mayor
Witness:	Attest:
_____	_____
Signature	Bryn Meredith, City Attorney
_____	
Name (typed or printed)	

APPENDIX B: PRIOR YEAR ITEMS PROVIDED TO AUDITOR

General

- Finalized TB
- Export of budget by object code from GL software

Cash

- All September bank reconciliations including detail of O/S checks and DIT
- All October bank and investment statements.

Receivables

- W/S
  - W/S Aging as of 9/30/2018
  - W/S Aging as of 10/31/2018
  - "October Billing Summary by Service" report for Cycles 1&2 (to support accrual amount)
  - Detail of accounts written off after year-end related to time prior (if any)
- Warrants
  - Detail of all warrants outstanding from 10/1/99 - 9/30/2018
  - "New Warrants Issued" report from 10/1/2017 - 9/30/2018
- Property Tax
  - Year-To-Date Summary Part C from TC Tax Office
  - Ordinance approving property tax rate (if changed from PY)
  - Calculation of allowance on property taxes
- Other
  - Any change in the allocation of sales tax fund (between street maintenance and general funds)?
  - Calculation of the estimate for sales tax accrual

PPE (need information for both Governmental and Business-Type Funds where available)

- Roll forward of PPE by category (land, equipment, etc.)
- Depreciation schedules
- Detail of all additions (including CIP projects completed)
- Detail of all disposals (including cash received)
- Detail of all CIP accounts
- GL Detail for all Repair and Maintenance accounts
- Schedule showing all construction contracts open, and the amount remaining on each, and the amount of retainage withheld on each
- Auctioneers settlement report for all assets sold in CY
- Detail for all developer contributions

Accounts Payable

- AP detail that ties (or reconciles) to the TB
- Check register from 10/1/2018 - 11/10/2018

APPENDIX B: PRIOR YEAR ITEMS PROVIDED TO AUDITOR

Accruals

- "W&S Deposits by Route" report as of 9/30/2018
- Sales tax return for September 2018 (paid in October 2018)
- Court cost payment for the quarter ended September 2018 (paid October 2018)
- Payment made to garbage contractor for September collections
- Payroll register for last payroll PAID prior to 9/30/18
- Payroll register for first payroll PAID after 9/30/18
- Payroll register for incentive pay for quarter ended 9/30/18 (if any)
- Number of employees per department at 9/30/2018
- Average pay increase from 9/30/16 - 9/30/18
- Detail of all new hires during the 2018 FY
- TMRS disclosures for 2017 (letter dated May/June 2018)
- Roll forward of NPO for 2018
- "TMRS Summary of Monthly Payroll Report"
- Any change in health insurance rates?
- Any significant changes in the plan in which EE enrolled (switching to lower tier insurance)?
- "Employee Benefits Summary" for 9/30/17 (showing vacation balances by fund)
- Updated listing of Potential OPEB Liability (detail calculating maximum potential post-retirement insurance)

Debt

- Debt Service Models (spiral with amortization schedules)
- Copies of any new debt agreements
- Copies of any new capital leases (if any)
- Debt roll forward (for governmental and WS)
- Capital lease roll forward(if any)
- Unspent bond funds for each bond outstanding

Fund Balance

- Schedule of fund balance classifications

Operating Transfers

- Small description of all transfers made (for FS disclosure purposes)

Revenues

- Breakout of Grant Assistance by grant
- Tarrant County Reimbursement requests (and related payments) for the entire fiscal year
- Detail of franchise fee by customer
- Any change in sewer surcharge calculation in CY?
- Amount of new sewer surcharge customers in 2018 FY
- W/S:
  - Annual Consumption Summary from City of Fort Worth (on September 2018 bill)
  - Ordinances approving the water and sewer rates for the 2018 FY
  - All Monthly UB Billing Summaries (showing total sewer billed)

- Court Fees
  Monthly Violation Activity Statistics Report
- Permits
  "Building Permits-Valuation" report
- Rec Center

  Breakdown of rec revenues. Report titled "Recreation Department Summary"
- Tap Fees
  Any rate change in taps?
  Sewer and Water tap schedules.
- Impact Fees
  Any rate change in impact fees?
  Sewer and water impact fee per month schedules.
- Drainage
  Any change in rates?
  "Recap by Rate for Service and Period" report for September 2018

Expenditures

- Budget book for the 2017-18 budget
- All legal invoices paid during the year
- September 2018 invoice for water and and all 12 months invoices for sewer from City of FW

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am _____(title) of the corporation named as Proposer/Respondent herein; that _____, who signed this bid/proposal on behalf of the proposer/respondent, was then _____(title) of said corporation; that said bid/proposal was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____

Signature of Officer

_____

Title of Officer

(Corporate Seal)

PROPOSER GUARANTEES

I. The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section III, Nature of Services Required.

II. The proposer agrees to be bound by the contractual requirements delineated in Appendix A, Contract for Auditing Services.

Signature of Official:_____

Name (typed):_____

Title:_____

Firm:_____

Date:_____

PROPOSER WARRANTIES

A. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express written permission of the City of Saginaw.

C. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:_____

Name (typed):_____

Title:_____

Firm:_____

Date:_____

Part 1, Page 1 of 1

Bid Summary Sheet			
Summary Schedule of Professional Fees For Auditing Services and CAFR preparation Relating to the Fiscal Years Ending September 30, 2019 & 2020			
Description	**Total Cost FY Ending 09/30/2019**	**Total Cost FY Ending 09/30/2020**	
Financial Audit	$-	$-	

Financial Audit and Report Issuance			
Schedule of Professional Fees For Financial Statement Audit Services and CAFR preparation Relating to the Fiscal Years Ending September 30, 2019 & 2020			
Description	**Total Hours**	**Quoted Hourly Rate**	**Total All-Inclusive Cost**
Fiscal Year Ending September 30, 2019			
Partners	-	$-	$-
Managers	-	-	-
Supervisory	-	-	-
Staff	-	-	-
Report Printing	-	-	-
Other (specify)	-	-	-
Annual Totals	-		$-
Fiscal Year Ending September 30, 2020			
Partners	-	$-	$-
Managers	-	-	-
Supervisory	-	-	-
Staff	-	-	-
Report Printing	-	-	-
Other (specify)	-	-	-
Annual Totals	-		$-

Sample Billing Statement
Level of Detail Required for Payment

Financial Statement Audit for the Year Ending 9/30/2019

Description	Engagement Hours	Hourly Rates	Engagement Costs	Remaining Hours	Remaining Costs
Partners	-	$-	$-	-	$-
Managers	-	-	-	-	-
Supervisory	-	-	-	-	-
Staff	-	-	-	-	-
Other (specify)	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Totals	-		$-	-	$-

Description	Incurred Hours	Incurred Costs	Previously Billed	Due Current Statement
Partners	-	$-	$-	$-
Managers	-	-	-	-
Supervisory	-	-	-	-
Staff	-	-	-	-
Other (specify)	-	-	-	-
	-	-	-	-
	-	-	-	-
Totals	-	$-	$-	$-

City of Saginaw
Request for Proposals for Professional Auditing Services
Evaluation Criteria - Summary

Evaluation Criteria	*Max Points*	*% of Total*	*BKD*	*Patillo, Brown, Hill*	*Weaver and Tidwell*	*Brookswatson & Co*	*McConnell & Jones LLP*	
Mandatory Elements								
Independence	60	3%	60	60	60	60	60	#N/A
Licensed in Texas	60	3%	60	60	60	60	60	#N/A
Continuing Education	90	5%	90	90	90	70	80	#N/A
Conflict of Interest	60	3%	60	60	60	60	60	#N/A
External Quality Control Review	90	5%	90	90	90	90	90	#N/A
Reputation for Quality Audit Work	90	5%	60	65	65	60	65	#N/A
Convenient Location	90	5%	80	55	90	50	80	#N/A
Adheres to Instructions for RFP	60	3%	60	50	60	40	50	#N/A
Total Points - Mandatory	***600***	***33%***	***560***	***530***	***575***	***490***	***545***	***#N/A***
Technical Qualifications								
Expertise & Experience								
Experience and performance with similar engagements	120	7%	110	100	120	100	80	#N/A
Quality of personnel assigned to engagement	120	7%	110	110	120	90	100	#N/A
Computer expertise	90	5%	80	80	80	40	80	#N/A
Audit Approach								
Adequacy of proposed staffing	90	5%	80	70	90	70	90	#N/A
Adequacy of sampling techniques	90	5%	80	80	80	60	80	#N/A
Adequacy of analytical procedures	90	5%	80	80	80	60	80	#N/A
Total Points - Technical	***600***	***33%***	***540***	***520***	***570***	***420***	***510***	***#N/A***
Ability to Meet Stated Deadlines								
Interim Fieldwork	135	8%	135	120	135	90	135	#N/A
Audit Fieldwork	135	8%	135	120	135	90	135	#N/A
Final Report	135	8%	135	120	135	75	120	#N/A
Total Points - Deadlines	***405***	***23%***	***405***	***360***	***405***	***255***	***390***	***#N/A***
Price								
Financial Audit	165	9%	84	123	117	165	120	#N/A
	0	0%	-	-	-	-	-	#N/A
Hours Dedicated to the City of Saginaw	30	2%	24	27	24	22	30	#N/A
Total Points - Price	***195***	***11%***	***108***	***150***	***141***	***187***	***150***	***#N/A***
Grand Total Points Awarded	***1800***	***100%***	***1,613***	***1,560***	***1,691***	***1,352***	***1,595***	***#N/A***

CITY OF SAGINAW

CONTRACT FOR PROFESSIONAL AUDITING SERVICES

This contract is made and entered into this _____day of ____ 20__ by and between the City of Saginaw, Texas, a municipal corporation in Tarrant County, Texas (hereinafter referred to as the "City"), and _____ (hereinafter referred to as the "Auditor").

W I T N E S S E T H

WHEREAS, the City is a municipal corporation of the State of Texas, located at City Hall, 333 W. McLeroy Boulevard, Saginaw, Texas 76179, wherein the books and records of said City are kept, and

WHEREAS, the Auditor is a Certified Public Accountant, duly licensed in said capacity in the State of Texas, having paid all fees pursuant to such licensing, and the City being willing to employ Auditor on the terms and conditions hereinafter set forth, the parties agree as follows:

Terms and Conditions

1. The Request for Proposals for Professional Auditing Services dated May___, 2019 is incorporated into this agreement and all conditions and requirements of the Request for Proposals are hereinafter considered to be part of this agreement.

   The initial contract shall be for a term of two years with three one-year renewal options. At the completion of each contract year, the Evaluation Committee will perform a review of the Auditor's performance. Acceptable performance reviews of the Auditor by the City will be necessary to continue auditing services the following fiscal year.

2. The fees for audit services shall be:

Fiscal Year	Financial Audit total not to exceed
2019	$45,000
2020	$45,900
Totals	$90,900

3. While the objective of the examination is the expression of an unmodified opinion on the fair presentation of the financial statements of the City, it is understood that an opinion may have to be modified or denied as the facts or circumstances dictate.

   The City has the responsibility for the proper recording of transactions in the books of account, for the safeguarding of assets, and for the substantial accuracy of the financial statements. Such are the representations of the City. In addition, it is understood that the examination is not primarily designed and cannot be relied upon to disclose defalcations and other similar irregularities, although their discovery may result. If irregularities are discovered, Auditor will report such irregularities to the City Manager and Finance Director.

4. City agrees to make progress payments on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of no less than one calendar month. Interim billings must include detail, which reflects hours worked by staffing levels and the remaining estimated hours to completion. Invoices received without this information will be returned unpaid.

5. Auditor agrees that it will not at any time, either directly or indirectly, disclose or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind or description concerning any matters affecting or relating to the business of the City whether or not any or all such matters would otherwise be deemed confidential material, unless otherwise pursuant to law or so directed by the City.

6. This contract may be modified or amended by mutual agreement of the parties. No waiver, modification, or amendment of any term, condition, or provision of this contract will be valid, or of any force or effect, unless made in writing and signed by the parties hereto.

7. A failure by the City to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such initiated rights of action shall be cumulative.

8. This contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

9. This contract shall be deemed to have been made and performed in Tarrant County, Texas. For purposes of venue, all suits or causes of action arising out of this contract shall be brought in the courts of Tarrant County, Texas.

10. It is agreed between the City and the Auditor that the contract shall be executed in an original and two (2) copies, any one of which may be used for any purposes for which the original may be used.

11. It is the intent of the parties that nothing contained herein shall be interpreted to assign to Auditor any status under this Agreement other than that of an independent contractor.

12. Auditor covenants that to the best of its knowledge, neither it nor any of its partners or employees presently has any interest and shall not acquire any interest, direct or indirect,

financial or otherwise, in any matters subject to audit by the City or that would conflict in any manner or degree with the performance of services under this Agreement and that none of its partners are employees of the City, and that no one employed by the Auditor and no one who has or will have any financial interest under this Agreement is an officer or employee of the City.

13. No discrimination because of race, color, sex, age, handicap, national origin, ancestry, or religion shall be made in the employment of persons performing services under this contract. Auditor covenants that it will comply with all nondiscrimination provisions of applicable federal law or executive order in the performance of this Agreement.

14. Indemnification Agreement

As between the City and Auditor, the Auditor shall assume responsibility and liability only for any damage, loss, or injury caused by or resulting from the negligent acts of the Auditor, or any of its officers, agents, servants, or employees, arising from the performance of work under this Agreement. The Auditor shall indemnify and hold harmless the City and all of its officers, agents, servants, or employees from and against any and such claims, loss, damage, charge, or expense to which they or any of them may reasonably be put or subjected by reason of any such negligent acts, but only if an adjudication of negligence is made against the Auditor. The Auditor expressly agrees to provide professional time, at no additional fee, required in the defense against any claim brought or actions filed against the City, where such claim or action arises from the negligent acts, but only if an adjudication of negligence is made against the Auditor.

15. Insurance

The Auditor certifies, and will provide insurance certificate with the signed contract, that it carries the following types of insurance:

A. Statutory workers' compensation insurance or proof that such coverage is not required to be provided by Auditor under State law.
B. Professional liability insurance on the contractual services in this contract with minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.
C. Comprehensive liability insurance covering all operations and automobiles with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.
D. Umbrella or excess coverage cannot be used to reach the limits stated in B and C.

16. Because this contract is one for professional services, it cannot be transferred, assigned, or sublet without the prior written approval of the City.

17. This document contains the entire agreement between the parties and shall not be altered, varied, or modified unless made in writing and signed by the parties hereto. There are no understandings, representations, or agreements, written or oral, not incorporated herein. The terms of the engagement will also be confirmed in the annual engagement letter.

18. For purposes of this Agreement, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

AUDITOR	CITY
_____	City of Saginaw
_____	Attn: Kim Quin
_____	333 W. McLeroy Blvd.
_____	Saginaw, Texas 76179

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year written above.

AUDITOR:	CITY OF SAGINAW, TEXAS:
_____	_____
Partner	Todd Flippo, Mayor
Witness:	Attest:
_____	_____
Signature	Bryn Meredith, City Attorney
_____	
Name (typed or printed)	

City of Saginaw

Meeting Date: 6/18/2019

Agenda Items: (11)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Consideration and Action regarding Resolution No. 2019-15, Opposing HB 2439 relating to certain regulations adopted by governmental entities for the building products, materials, or methods used in the construction or renovation of residential or commercial buildings

BACKGROUND/DISCUSSION:
Resolution No. 2019-15 urges Governor Abbott to veto House Bill 2439. The bill would limit Cities' ability to regulate the construction of housing and commercial buildings. The Tarrant County Mayors' Council has passed a similar resolution and is requesting all cities to do the same.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Resolution 2019-15
TC Mayors' Council Resolution

CITY OF SAGINAW RESOLUTION NO. 2019-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, OPPOSING HB 2439 RELATING TO CERTAIN REGULATIONS ADOPTED BY GOVERNMENTAL ENTITIES FOR THE BUILDING PRODUCTS, MATERIALS, OR METHODS USED IN THE CONSTRUCTION OR RENOVATION OF RESIDENTIAL OR COMMERCAL BUILDINGS.

WHEREAS, the City of Saginaw regulates the building materials and methods used in construction of residential and commercial buildings; and

WHEREAS, the City of Saginaw recognizes that regulations of this type promote aesthetics and quality development that increases property values throughout the City; and

WHEREAS, prohibiting the regulation of aesthetics in buildings will adversely affect economic development in the City; and

WHEREAS, regulating building materials allows the City of Saginaw to require sustainable development for its residents including using materials that last a longer period of time; and

WHEREAS, regulating building materials prevents the rapid deterioration of new construction thus preventing substandard building issues and protecting property values; and

WHEREAS, the inability of the City of Saginaw to regulate aesthetics in construction will cause irreparable damage to areas of new construction; and

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

The City of Saginaw opposes House Bill 2439 and requests that the Governor veto the bill as it will:

1. Limit the City's ability to promote quality development; and

    a. Adversely affect the City's economic development by allowing low quality construction; and

    b. Reduce the property values in the City of Saginaw.

ADOPTED AND APPROVED this 18th day of June, 2019.

APPROVED:

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

TARRANT COUNTY
MAYORS' COUNCIL

Executive Committee

Brian Johnson
Chairperson
Ray Richardson
Vice Chairperson
Todd Flippo
Secretary
Patrick Jacob
Past Chairperson

Member Cities

Arlington
Azle
Bedford
Benbrook
Blue Mound
Burleson
Colleyville
Crowley
Dalworthington Gardens
Edgecliff Village
Euless
Everman
Forest Hill
Fort Worth
Grand Prairie
Grapevine
Haltom City
Haslet
Hurst
Keller
Kennedale
Lakeside
Lake Worth
Mansfield
North Richland Hills
Pantego
Pelican Bay
Richland Hills
River Oaks
Saginaw
Sansom Park
Southlake
Watauga
Westlake
Westover Hills
Westworth Village
White Settlement

Director
Patricia Ward

RESOLUTION

A RESOLUTION OF THE MAYORS' COUNCIL OF TARRANT COUNTY OPPOSING HB 2439 RELATING TO CERTAIN REGULATIONS ADOPTED BY GOVERNMENTAL ENTITIES FOR THE BUILDING PRODUCTS, MATERIALS, OR METHODS USED IN THE CONSTRUCTION OR RENOVATION OF RESIDENTIAL OR COMMERCIAL BUILDINGS.

WHEREAS, the cities represented by the Mayors' Council of Tarrant County regulate the building materials and methods used in construction of residential and commercial buildings; and

WHEREAS, the Mayors' Council of Tarrant County recognizes that regulations of this type promote aesthetics and quality development that increases property values throughout the County; and

WHEREAS, prohibiting the regulation of aesthetics in buildings will adversely affect economic development in the County;

WHEREAS, regulating building materials allows the cities of Tarrant County to require sustainable development for their residents including using materials that last a longer period of time; and

WHEREAS, regulating building materials protects the property owner's investment; and

WHEREAS, regulating building materials prevents the rapid deterioration of new construction thus preventing substandard building issues and protecting property values; and

WHEREAS, the inability of the cities of Tarrant County to regulate aesthetics in construction will cause irreparable damage to areas of new construction; and

1509-B South University Drive, Suite 276
Fort Worth, Texas 76107-6568
(817) 850-7940 Fax: (817) 850-7944

NOW THEREFORE BE IT RESOLVED by the Mayors' Council of Tarrant County:

The Mayors' County of Tarrant County opposes the House Bill No. 2439 and requests that the Governor veto the bill as it will:

1. Limit the cities' ability to promote quality development; and
   a. Adversely affect the cities' economic development by allowing low quality construction; and
   b. Reduce the property values in Tarrant County.

The Mayors' Council directs the Chair to submit this resolution to the Governor and to sign the petition in opposition to this bill.

PASSED & APPROVED pursuant to direction of the Mayors' Council of Tarrant County on the 4th day of June, 2019.

Mayors' Council of Tarrant County

Ray Richardson, Chair

ATTEST:

City of Saginaw

Meeting Date: 6/18/2019

Agenda Items: (12)

Staff Contact: Janice England
City Secretary & Festival Co-Chairperson

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Consideration and Action regarding Proposal for Radio Marketing Partnership with 95.9 The Ranch and 92.1 Hank FM for the 2019 Saginaw Train & Grain Festival

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BACKGROUND/DISCUSSION:
This proposal includes advertisement of the 2019 Train & Grain Festival on 95.9 The Ranch Radio Station and 92.1 Hank FM Radio Station. The festival will be included on both stations through multiple announcements on air, their websites, station apps, and Facebook pages. It includes a two hour remote broadcast by 95.9 The Ranch at the festival. During the broadcast they will promote our activities, performers, etc. and encourage listeners to come to the festival. There will games with the opportunity for attendees to win prizes. The proposal also includes a two hour "experience" broadcast by 92.1 Hank FM which includes promotion of our activities and also encourages listeners to come to the festival. The Hank Party Patrol will entertain the crowd with family friendly games and competitions. It's interesting to note that 95.9 The Ranch was involved in the last Train & Grain Festival in 2003.

Our plan is to have 92.1 Hank FM at the festival from 11:30 a.m. to 1:30 p.m. followed by 95.9 The Ranch from 1:30 p.m. to 3:30 p.m. This will lead up to the performance at 3:30 p.m. by the Texas Country Music Hall of Fame Band.

The total cost for all advertisements, broadcasts (including prizes) by both stations, artwork design for 11x17 posters, a Facebook header graphic, and social media versions of the poster for web and sharing is $9,500. (Total approximate promotional value is $30,200.) The coverage area for both stations is over 3 million in population and 17+ counties. This will provide an avenue to promote our festival in a way that we can't do ourselves. It also meets the requirements for using hotel/motel tax funds because it will advertise and promote the festival outside the City. We have met with representatives of 95.9 The Ranch and 92.1 Hank FM several times and they are excited about the opportunity to be part of our festival.

FINANCIAL IMPACT:
The financial impact will be $9,500. Funds are available in the General Escrow Fund, Hotel/Motel Tax.

RECOMMENDATION:
Staff recommends approval of the proposed agreement.

ATTACHMENTS:

Description
Proposal
95.9 The Ranch
92.1 Hank FM

Saginaw Train & Grain Festival

Celebrating Our History

City of Saginaw

92.1 HANK FM REAL COUNTRY 921HankFM.com

95.9 FM THE RANCH THE SOUND OF TEXAS

Saginaw Train and Grain Festival

Saturday, October 26th 2019

Radio Marketing Partnership with the City of Saginaw and 95.9 The Ranch and 92.1 Hank FM

2019 Saginaw Train and Grain Festival

The Ranch and Hank FM Radio Partnership

Saturday, October 26th

The Ranch and Hank FM are excited to support the Saginaw Train and Grain Festival! The Ranch and Hank FM will promote and support the 2019 Saginaw Train and Grain Festival in the following ways:

- **3 Weeks of On- Air Station Promos on 92.1 Hank FM**
- **LIVE 2-Hour Hank FM Experience in the Kids Zone area**
  - Target Time - 11am – 1pm
- **2 Weeks of On-Air Promos on 95.9 The Ranch**
- **LIVE 2-Hour Ranch Remote** On-Site,
  - Target Time - 12noon – 2pm
- **2 Facebook post** about the event on the Hank FM page.
- 1 Facebook post about the event on The Ranch page.
- **Featured Web Articles** on 959theranch.com and 921hankfm.com
- **In App Ads** on The Hank FM and The Ranch App



On-Air Promos and Online Promotions on Hank FM and The Ranch

Hank FM and The Ranch will promote the Saginaw Train and Grain Festival through a :30 Second Station Promo Schedule on BOTH The Ranch and Hank FM. All Station promos run around the clock to ensure total audience reach.

The Saginaw Train and Grain Festival will receive;

KTFW – 92.1 Hank FM – 3 week Promo Schedule

- **MINIMUM 168 (:30 Second) station promos** from October 7th – October 25th - *Valued at $12,600*
- ***MATCH with 168 streaming promos*** on 921hankfm.com – *Valued at $1,200*
- **Saginaw Train and Grain Festival website article** on 921hankfm.com (more details on page 6) – *Valued at $500*
- **MINIMUM 20,000 In App Ads** on the Hank FM App from 10/7 – 10/25 (More details on page 7) – *Valued at $200*
- **2 Facebook Posts on the Hank FM Facebook page** promoting the Saginaw Train and Grain Festival – *Valued at $300*

KFWR – 95.9 The Ranch – 2 week Promo Schedule

- **MINIMUM 50 (:30 Second) station promos** from October 14th – October 25th - *Valued at $3,750*
- ***MATCH with 50 streaming promos*** on 959theranch.com – *Valued at $300*
- **Saginaw Train and Grain Festival website article** on 959theranch.com (more details on page 6) – *Valued at $500*
- **MINIMUM 20,000 In App Ads** on the Ranch App from 10/7 – 10/25 (More details on page 7) – *Valued at $200*
- **1 Facebook Post on the Ranch Facebook page** promoting the Saginaw Train and Grain Festival – *Valued at $150*

The approximate promotional value of the On-Air and Online portion of the proposal is over $19,700!

Saginaw Train & Grain Festival

Celebrating Our History

2 Hour Experience on Hank FM

The Hank Party Patrol will be on site at the Saginaw Train and Grain Festival for a Hank FM Experience to entertain the crowd and hand out great prizes! The Hank FM Party Patrol will host family friendly activities with fun giveaways for all ages! 92.1 Hank FM will play loud and proud over our sound system during the entire event to keep the party going. During the event, Hank's Party Patrol will register Saginaw Train and Grain Fest attendees to win prizes, play fun, family friendly games and hang out with listeners. Our Party Patrol will lead kid friendly competitions and create a fun engaging atmosphere for all ages! Hank FM reserves the right to sell up to two 3rd party co-sponsors of the event that do not conflict with festival sponsors.

1 (2 Hour) experience on 92.1 Hank FM on Saturday, October 26th from 11am -1pm (tentative) includes:

- **30 :30 Second Promotional announcements** 10/21 – 10/25
- Hank FM Party Patrol Crew on Site for 2-Hours with music, games, and event themed prizes.
- Inclusion on 921hankfm.com events page

The Approximate promotional value of the Hank FM Experience is $7,000.

Saginaw Train and Grain Festival's Investment is only $3,500!









Take your event to the next level with 95.9 The Ranch! The Ranch crew will arrive in our huge rolling billboard AKA the Ranch Van and set up a promotional tent, banners and signs. The Ranch will broadcast during the 2-hour remote from your location. The Ranch crew will register your guests to win prizes, play games and hang out with the listeners! The Ranch DJ On-Site will call in LIVE from your location, encouraging listeners to join us for the Saginaw Train and Grain Festival!

THE 2 HOUR SATURDAY REMOTE BROADCAST INCLUDES:

- **20x :30 Second 6a – 12mid Recorded Promotional Announcements** On-Air leading up to Event
- **5x :60 Second Call-Ins**: 1 Prior to Event Time; 2 per Hour During Remote Broadcast
- **6x Push-Backs: Live Mentions from the Station**; 3 per Hour During Remote Broadcast
- Inclusion on Dedicated “Events” page on 959TheRanch.com
- 95.9 The Ranch On-Air Personality On-Site; 2 Hours PLUS Ranch Promotions Team On-Site
- Registration of guests to win Ranch Swag and Prizes

The Approximate Promotional and Advertising Value of the remote is $3,500
Saginaw Train and Grain Festival’s Investment is only $2,500!



959theranch.com and 921hankfm.com Featured Articles

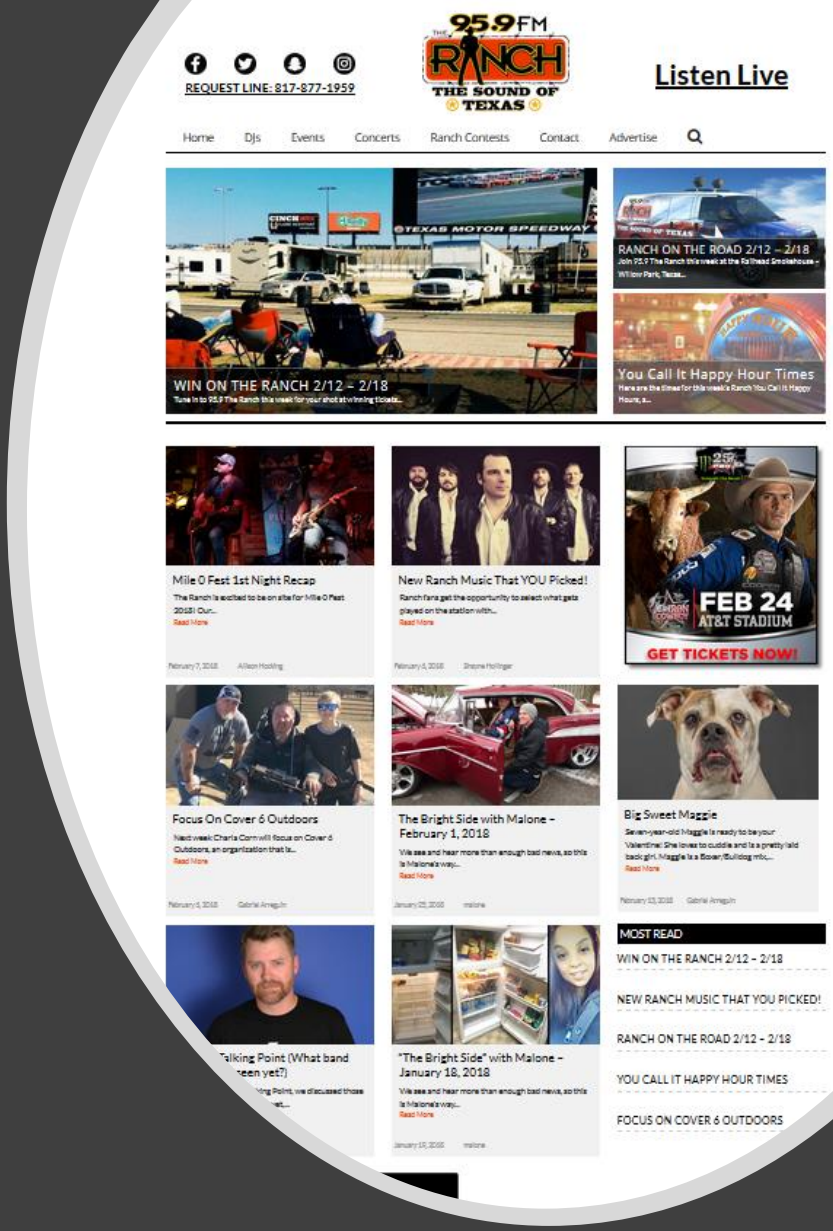
The new 959TheRanch.com and 921hankfm.com utilize news style posts to create awareness about station events and promotions.

The posts are shareable on social media and are featured prominently for a minimum of one week on the 959theranch.com and 921hankfm.com homepages.

The website articles on both stations will feature all of the family fun events going on at the Saginaw Train and Grain Festival. The posts are shareable on social media, and can link directly to the official festival website.

- Ranch Approximate Article Date – 10/23, valued at $500
- Hank FM Approximate Article Date – 10/23, valued at $500

The Approximate promotional value of the featured articles is $1,000.



In App Ads

Our 95.9 The Ranch App and Hank FM app has been downloaded over 850,000 times to Apple and Android devices!

The Saginaw Train and Grain Festival can reach an interactive audience utilizing an in-app ad during the length of the promotion.

The In-App ad is up to 120 characters, and will link directly to the Saginaw Train and Grain Fest website.

The In-App ad will run from October 7th – 25th on Hank FM, and October 14th – 25th on The Ranch!

- MINIMUM 20,000 impressions per station, for a total of ***over 40,000 impressions*** during the campaign!

The approximate promotional value of the in app ad is $400!



92.1 HANK FM REAL COUNTRY 921HankFM.com

THE 95.9FM RANCH THE SOUND OF TEXAS

Proposal Summary – 2019 Saginaw Train and Grain and Ranch and Hank FM Radio Partnership

KTFW – 92.1 Hank FM will provide:

- **2-Hour Hank FM Experience** from 11am – 1pm with music, games and prizes! – *Valued at $7,000*
- **MINIMUM 168 (:30 Second) station promos** from October 7th – October 25th - *Valued at $12,600*
- ***MATCH with 168 streaming promos*** on 921hankfm.com – *Valued at $1,200*
- **Saginaw Train and Grain Festival website article** on 921hankfm.com (more details on page 6) – *Valued at $500*
- **MINIMUM 20,000 In App Ads** on the Hank FM App from 10/7 – 10/25 (More details on page 7) – *Valued at $200*
- **2 Facebook Posts on the Hank FM Facebook page** promoting the Saginaw Train and Grain Festival – *Valued at $300*

KFWR – 95.9 The Ranch – 2 week Promo Schedule

- **2-Hour Ranch LIVE remote** with 2 call ins per hour, plus prizes and giveaways – *Valued at $3,500*
- **MINIMUM 50 (:30 Second) station promos** from October 14th – October 25th - *Valued at $3,750*
- ***MATCH with 50 streaming promos*** on 959theranch.com – *Valued at $300*
- **Saginaw Train and Grain Festival website article** on 959theranch.com (more details on page 6) – *Valued at $500*
- **MINIMUM 20,000 In App Ads** on the Ranch App from 10/7 – 10/25 (More details on page 7) – *Valued at $200*
- **1 Facebook Post on the Ranch Facebook page** promoting the Saginaw Train and Grain Festival – *Valued at $150*

The total approximate promotional value of the proposal is over $30,200!

In exchange for the above, Hank FM and The Ranch will receive –

- **Hank FM and The Ranch as official Media Partners of the Saginaw Train and Grain Festival**
- **Total Cash Investment of $9,500** (*$6,000 on Hank FM, and $3,500 on The Ranch).*

Agreed – Authorized Signature- Saginaw Train and Grain Festival *Date*



ON AIR • ON LOCATION • ONLINE

KFWR – Fort Worth, Texas

Allison Hocking, LKCM Radio Group ✆ **817.705.3060** ✉ **Allison@TheRanchRadio.com**

Who We Are

We are The Sound of Texas! KFWR 95.9 The Ranch is a one-of-a-kind radio station on a mission to Super-Serve Fort Worth and North Central Texas with a coverage area inclusive of *over 3 Million people* living or traveling through the 20 Counties dubbed The West-O-Plex. The Ranch stays true to it's roots by championing local communities and the Texan way of life to strengthen bonds between the Ranch's Listeners and The Ranch's Partners.

The Sound of Texas is a Genre all its own. Texas/Red Dirt and Americana blended with iconic classic rock and country influencers of Texas Music create a unique format delivered daily by Ranch Personalities, aficionados who know and love Texas Music and craft content in-house. Recognized across the state and around the world as a leader in Texas Music, KFWR 95.9 The Ranch is *The Sound of Texas*.



Our Showcase Studios are located in the heart of Fort Worth on Sundance Square.

Ranch listeners are *Ranch Fans!* The Ranch's Texas Brand format, personalities, and partnerships engage audiences through community interaction, resulting in a *fiercely loyal fan base that listens longer. Ranch Fans are* diverse consumers from a broad demographic spectrum. Their commonality is being Texans and Texans support those who support their way of life.

The Ranch makes 500 + appearances a year in support of charities, clubs, schools, causes, and civic organizations, taking an active role in community events, festivals, concerts, fundraisers, and more! From opening day at Rangers stadium to NASCAR at Texas Motor Speedway, the horse races at Lone Star State Park, Main Street Arts Festival, Larry Joe Taylor, Friday Night Football, the Stockyards, TCU football, and Ranch Bash at Panther Island Pavilion, KFWR 95.9 The Ranch connects with community.

Ranch Listener Demographics

50% MALE

18-49

50% FEMALE

The Ranch target audience is 18-49 and engages with the brand on-air, on-line and on-location.

WEST-O-PLEX POPULATION -
3.7 MILLION from Tarrant, Denton, Johnson, Wise, Parker, Hood, Somerville, and the West side of Dallas counties*

AFFLUENCE –
At $58,993 the West-O-Plex has a median household income15% HIGHER than the state average of $50,920*

PROPERTY -
73% are home owners which is 12% HIGHER than the average home ownership rate in Texas*

GOING THE DISTANCE –
Residents have an average commute of 28.5 minutes, 15% LONGER than the state average of 24.8 minutes*

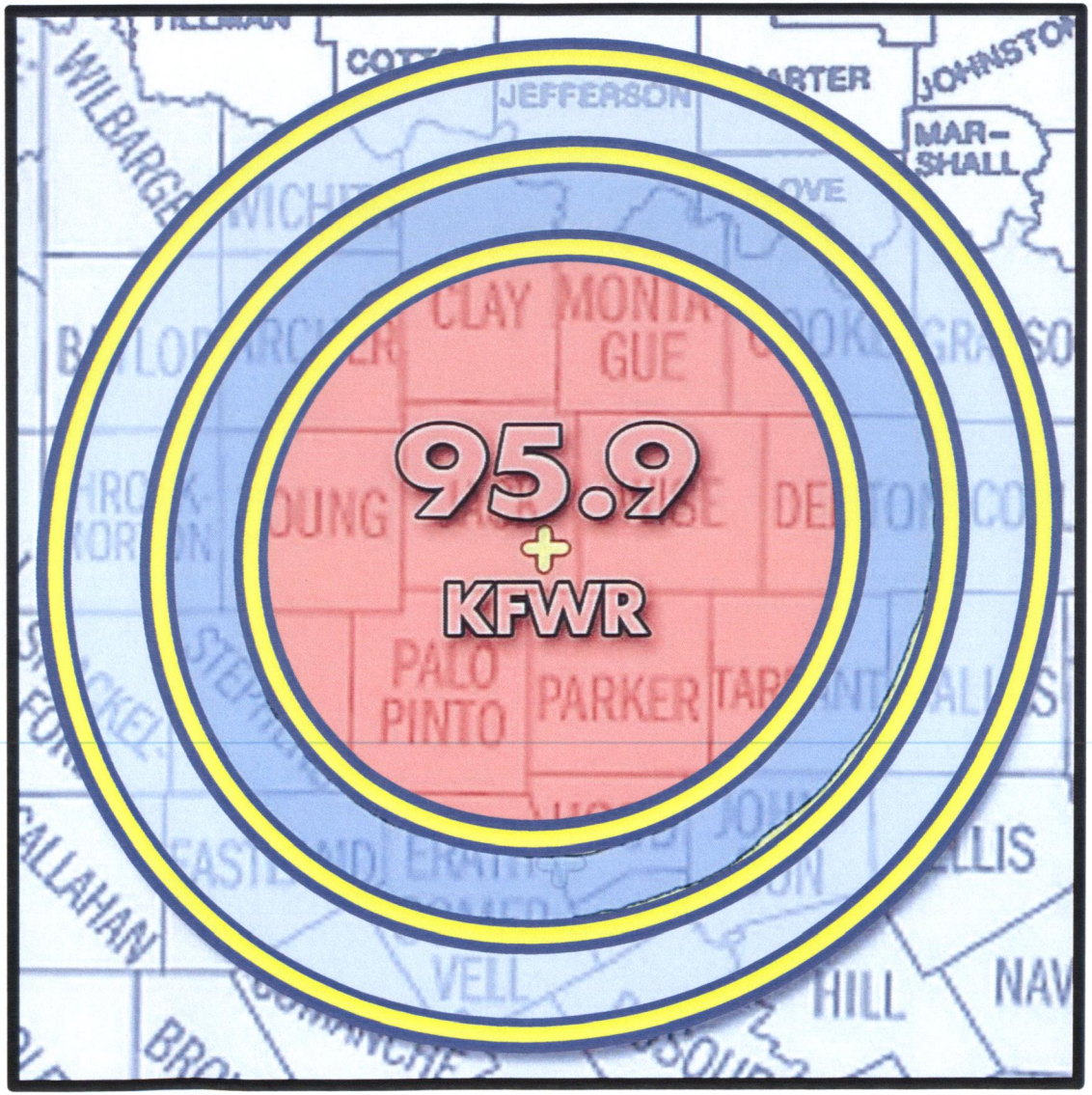




*Information obtained from the United States Census Bureau American Community Survey County Data Profiles.

Ranch Coverage

100,000 Watts Reaching 20 Counties!



Archer	Montague
Clay	Palo Pinto
Cooke	Parker
Denton	Somervell
Eastland	Stephens
Erath	Tarrant
Hood	Throckmorton
Jack	Wichita
Jefferson	Wise
Johnson	Young

Texas Motor Speedway Partnership

OFFICIAL RADIO BROADCAST PARTNER

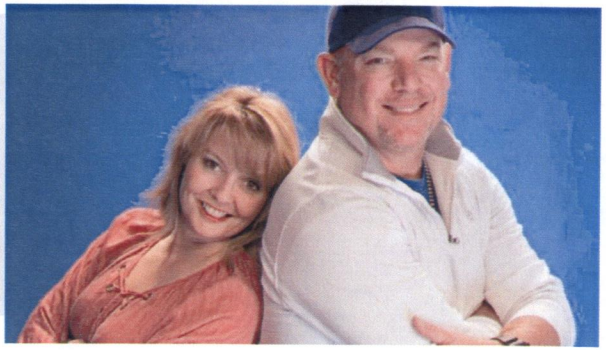
KFWR 95.9 The Ranch is the *Official Broadcast Partner* of Texas Motor Speedway

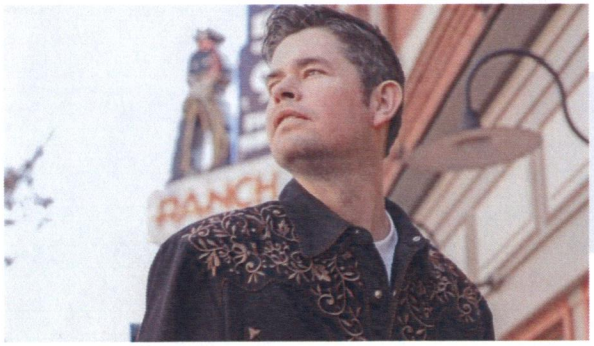


KFWR 95.9 FM The Ranch and other affiliates in the LKCM Radio Group focused in North Central Texas broadcast live, expanded coverage of Texas Motor Speedway's three major motorsports race weekends. The Ranch also will provide various promotions at Texas Motor Speedway and local area retail outlets, live at-track broadcasting during the three race weekends and weekend race traffic conditions. Throughout the year, The Ranch will entertain fans with special programming from NASCAR, The Performance Racing Network and Texas Motor Speedway. These informative programs will air several days a week all year long.

On-Air Lineup

The Ranch Morning Show with Justin and Malone – *6am – 10am* - Justin and Malone host the Ranch Morning show weekdays with fun and interesting content, contests, and tons of Texas Music! Justin Frazell calls himself "A fan lucky enough to have a microphone". He is a passionate ambassador for Texas Music and was the perfect addition to the Ranch Family when he joined the team back in 2009. Malone worked in various major markets including, Phoenix, San Diego, Dallas before joining The Ranch Fam. She is thrilled to be in the West-O-Plex alongside her trusty steed, Chuko, the Ranch horse. The stable is tappin' with the Sound of Texas and your boots will do the same!

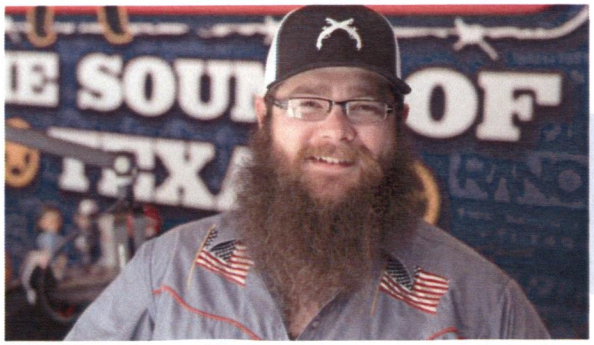




Andy Meadows – *10am – 3pm* -Andy grew up in the Texas Hill Country with country music running through his veins! As Program Director for The Ranch, his goal is for The Sound of Texas to pump through your veins, too, by connecting fans with the Texas Music they love! Off-air, he can be found writing music and strumming along to his guitar!

Shayne Hollinger– *3pm – 7pm* - Shayne made his radio debut at the tender age of 15. His passion for the discovery of independent, honest music has grown to bigger than life proportions after 25 years in the industry. Working at The Ranch is Shayne's "dream job" and fuels his unending passion and support for the best in Red Dirt and Texas Music!





Ben Ryan – *7pm – Midnight* -A Southern Arkansas native, Ben always dreamed of a career in radio. Working with The Ranch solidified his strong-hold in the Red Dirt and Texas Country industry, allowing Ben to put a megaphone behind the artists he has worked a lifetime to support through show production, and tour management!

On-Air Rates

DAY	Daypart	:60	:30	:15
MON-FRI	6A-10A, Morning Drive	$110	$89	$56
	10A-3P, Mid-Day	$90	$73	$48
	3P-7P, Afternoon Drive	$100	$81	$53
	7P-MID, Evening	$35	$29	$20
	12A-6A, Overnight	$10	$9	$8
SATURDAY	6A-10A, Morning	$45	$37	$25
	10A-3P, Mid-Day	$85	$69	$45
	3P-7P, Afternoon	$65	$53	$35
	7P-MID, Evening	$25	$21	$15
	12A-6A, Overnight	$10	$9	$8
SUNDAY	6A-10A, Morning	$30	$25	$18
	10A-3P, Mid-Day	$45	$37	$25
	3P-7P, Afternoon	$80	$65	$43
	7P-MID, Evening	$20	$17	$13
	12A-6A, Overnight	$10	$11	$8

All commercial production in our state-of-the-art digital studio is included!



On-Air commercial schedules are MATCHED with a streaming commercial schedule online on 959theranch.com!

Digital and Social Media Statistics

The Ranch has some of the BEST Social and Digital statics in the nation, and with good reason. Ranch fans are passionate, loyal, and like to take their Texas Music to go! Our In App Ad, Online Streaming on laptop and desktop computers, and our Facebook, Instagram and Twitter platforms keep Ranch Fans up to date with all things Texas.



Online Streaming – 959theranch.com averages **OVER 200,000** streaming sessions per month! Online listeners tune in on average for over an hour per session, ensuring streaming commercials are heard during the commercial campaign.

Website Statistics– 959theranch.com tracks **nearly 1 million annual page views**! Ranch fans visit our Events Page, Concert Calendar, website articles and more. Our partners can reach these visitors through featured web articles and website banners.



Ranch App – Through a partnership with an industry leading App Company, 95.9 The Ranch has created an engaging app that includes the station audio stream, an interactive chat with the DJs and fans, song titles and more. The Ranch App has been downloaded to **OVER 880,000** digital devices. Our partners can reach this audience through in-app ads that include a click-through link to your website.

facebook– 95.9 The Ranch activates more listeners through facebook than any other station in DFW. It also has the highest per capita Facebook stats for any station in the U.S.! Since more than half of all Americans are on Facebook and it's the most visited site on the web, we've made interacting with our Facebook fans one of our biggest priorities. Ranch's Facebook fans are **52% Female, 48% Male and 75% are 25-54 years old.**

Digital Rates



PLATFORM	PRODUCT	AD	CPM
STREAMING	Online Ad	$10/ad	$10
	Video Gateway	$400/wk	$40
WEBSITE	Locked Footer Banner	$500/mo	N/A
	Post Banner	$250/mo	N/A
MOBILE	First Impression Ad	$1,000/mo	N/A
	In App Ad	N/A	$10
SOCIAL	Facebook Promotion	$125/post	N/A
	Twitter Promotion	$50/post	N/A

Top 10 Streaming Cities All Regions	Top 10 Streaming Cities, Inside DFW	Top 10 Streaming Cities, TX Outside DFW
1. Dallas, Texas	1. Dallas	1. Houston
2. Houston, Texas	2. Fort Worth	2. Austin
3. Fort Worth, Texas	3. Arlington	3. Odessa
4. Austin, Texas	4. Weatherford	4. Midland
5. Chicago, Illinois	5. Irving	5. Victoria
6. Arlington, Texas	6. Keller	6. Abilene
7. Weatherford, Texas	7. Granbury	7. Andrews
8. Atlanta, Georgia	8. Denton	8. Port Lavaca
9. San Antonio, Texas	9. North Richland Hills	9. Wichita Falls
10. Denver, Colorado	10. Plano	10. Sweetwater

Increase marketing reach and catch Mobile Consumers through digital advertising on 959theranch.com! Digital Marketing gives consumers what they want with the power to buy at their literal fingertips. Smartphone, smart pad, laptop, and desktop consumers are engaged. Reach consumers where they sit with a multi-faceted marketing campaign or use Digital Marketing as a stand-alone to spread the word about your business.

Key Station and Partner Events

The Ranch Music Series runs for 21 weeks from March – August.
Attendees: Average 1,500/week. The Ranch Music Series features contemporary and legendary Texas Musicians, held every Wednesday night at Lola's Trailer Park! The Ranch Music Series is the longest running & most successful music series in Fort Worth since it's inception in 2003!

Ranch Bash is the 3rd Saturday of October!
Attendees: 10,000+ on the banks of the Trinity River at Panther Island Pavilion. The Ranch's annual birthday bash is the Largest Single-Day Texas/Red Dirt Music Festival in Texas!

The Fort Worth Stock Show and Rodeo runs for 3 weeks in Jan-Feb.
Attendees: 1,000,000+. Three weeks of heart-pounding rodeo, livestock, kid-friendly exhibits, live music, and four acres of incredible shopping! The Ranch has a "Big Red Barn" in the main exhibit hall with shared space for partners.

Friday Night Lights - Aug-Dec
Attendees: 10,000+ for 13 weeks
Team up with The Ranch find the High School with the most Spirit. One lucky senior will win a $1000 Scholarship!

Burleson Hot Sounds of Summer May-June
Attendees: 4,500
Music lover UNITE! Bring a lawn chair and enjoy concerts under the stars in Old Town Burleson for five solid weeks!

June-Aug
Attendees: 1,500 per event – 9 events
Beat the Texas Heat while floating the Trinity at Panther Island Pavilion! Free Summer Series!

TCU Frog Alley - Aug-Dec
Attendees: 120,000+
Market your Business with The Ranch at TCU's Pre-Game Football Party in Frog Alley!

Mayfest- End of April, beginning of May
Attendees: 200,000+
7 Stages of entertainment, 5 special attraction shows, 3 stages dedicated to Music! Local and Regional Talent sure to please all in attendance!

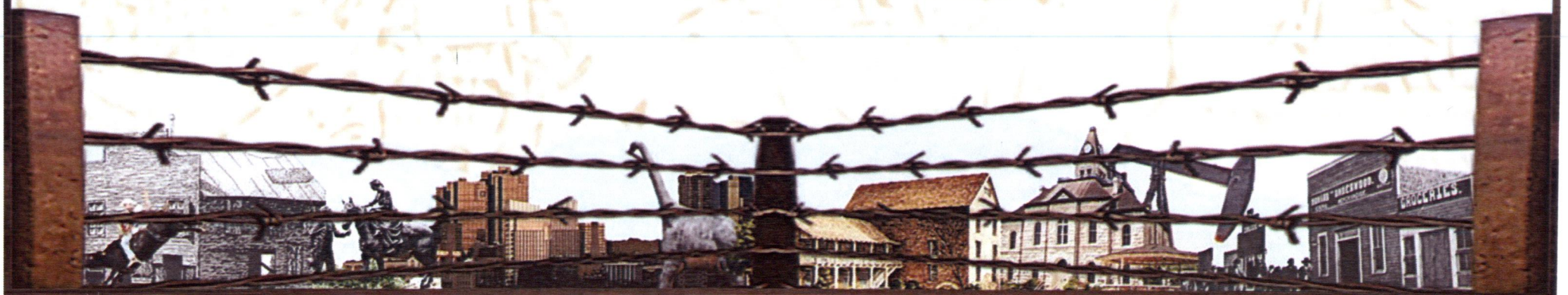
Fort Worth's Fourth – July 4th
Attendees: 50,000+
The biggest Independence Day Celebration in Fort Worth! 5 Hours of Free Activities for the entire family to enjoy as we celebrate US Independence!

ON-AIR ON-LOCATION ON-LINE

92.1 HANK FM

REAL COUNTRY

921HankFM.com



115 West 3rd St., Fort Worth, TX 76102
Office 817.332.0959 | Fax 817.348.8373

921HankFM.com LKCMmedia.com

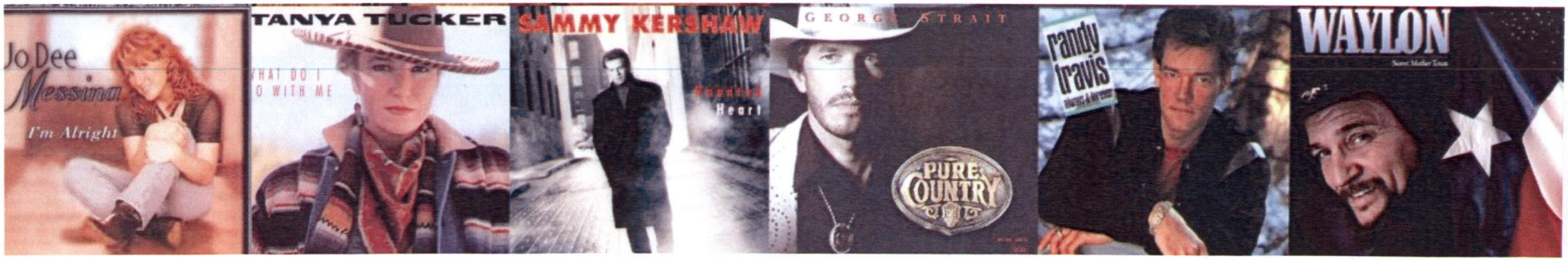
403 Temple Hall Hwy., Granbury, TX 76049 Suite # 8 | Fax 817.579.1248

What is Real Country 92.1 Hank FM?

Hank believes in Country Music and the decades responsible for Country's return to the mainstream by winning hearts, souls, and memory banks around the world, **the '80s and '90s.**

Following in the footsteps of the great **Country Legends**, Country Music **Stars of the '80s and '90s** gained the loyalty of Country listeners and grew the fanbase to include every generation and walk of life. The entire genre was redefined and **Real Country** was born.

Real Country 92.1 Hank FM plays the hit makers of: Randy Travis, Brooks and Dunn, Reba McEntyre, Doug Stone, Garth Brooks, Lorrie Morgan, Alabama, Mark Chesnutt, Trisha Yearwood, Toby Keith, Shania Twain, Clint Black, Tanya Tucker, Tracy Byrd, Clay Walker, Tim McGraw, Tracy Lawrence, Willie, Waylon and Merle. Did we leave out the King of the 80's and 90's, George Strait ... NO, you'll hear George Strait EVERY HOUR on Real Country Hank FM!!



Hank FM is the soundtrack of the 80's and 90's, paying tribute to Country Legends who paved the way and Country Stars who reinforced Country Music's Stronghold as the Most Popular Genre of Music in America!

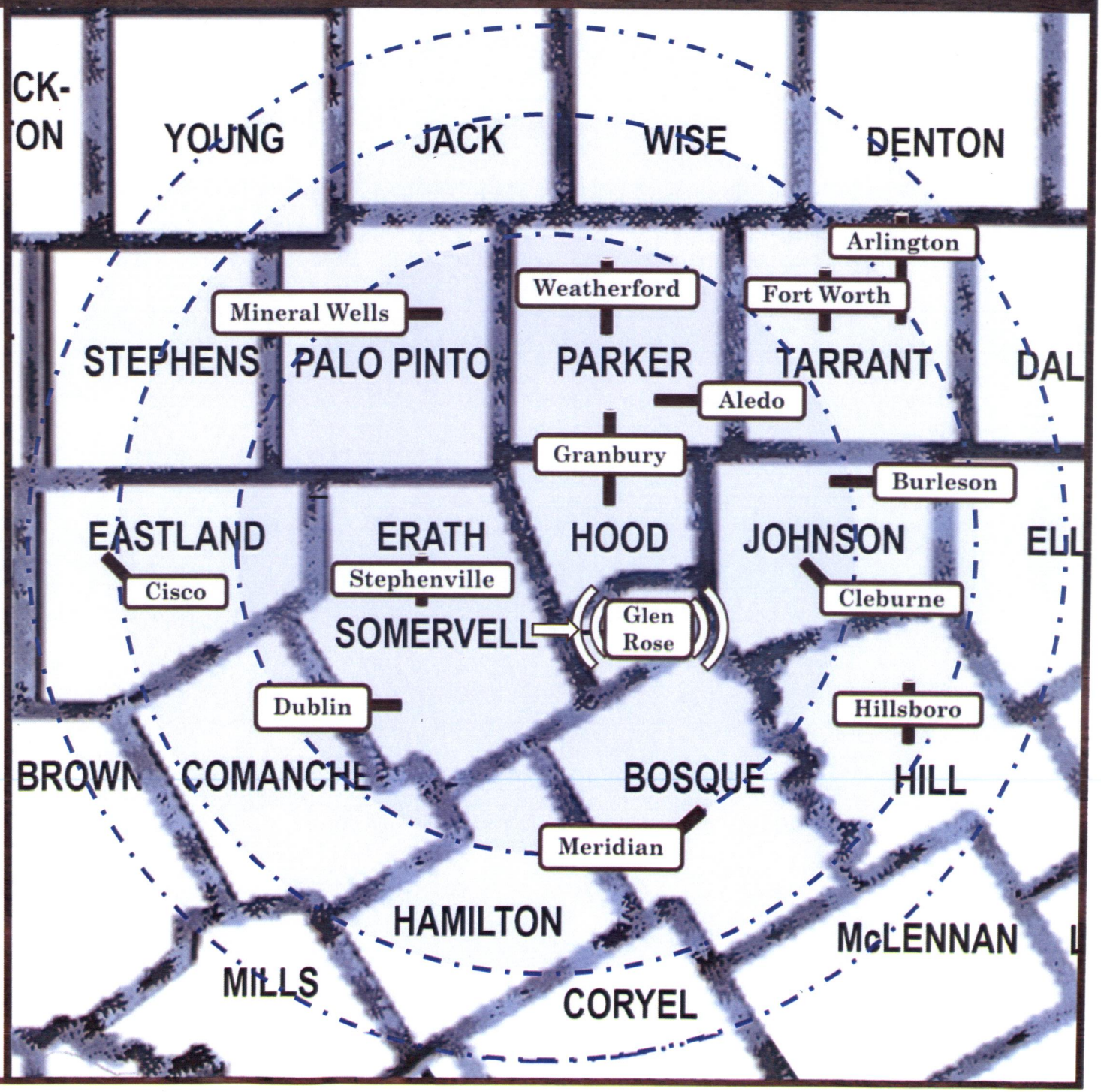
92.1 HANK FM
REAL COUNTRY
92.1HankFM.com

KTFW COVERAGE AREA: 17+ COUNTIES

3 MILLION & GROWING!

BOSQUE	18,326
COMANCHE	13,573
EASTLAND	18,411
ELLIS	173,620
ERATH	41,969
HAMILTON	8,422
HILL	35,852
HOOD *	58,273
JACK	8,832
JOHNSON *	167,301
PALO PINTO	28,570
PARKER *	133,463
SOMERVELL	8,845
STEPHENS	9,337
TARRANT	2,054,475
WISE *	66,181
YOUNG	17,979

*US Bureau of Census (est. 2017)
100 Fastest - Growing US Counties



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WEST-O-PLEX COMMUNITY PROFILE

50% MALE

25 - 54 AGE

50% FEMALE

Med. Household Income: 31% > $75,000

Employment: 96%

Homeownership: 74%

1 Vehicle: 96%

2 or More Vehicles: 63%

Average Commute: 26 minutes

College Education: 51%

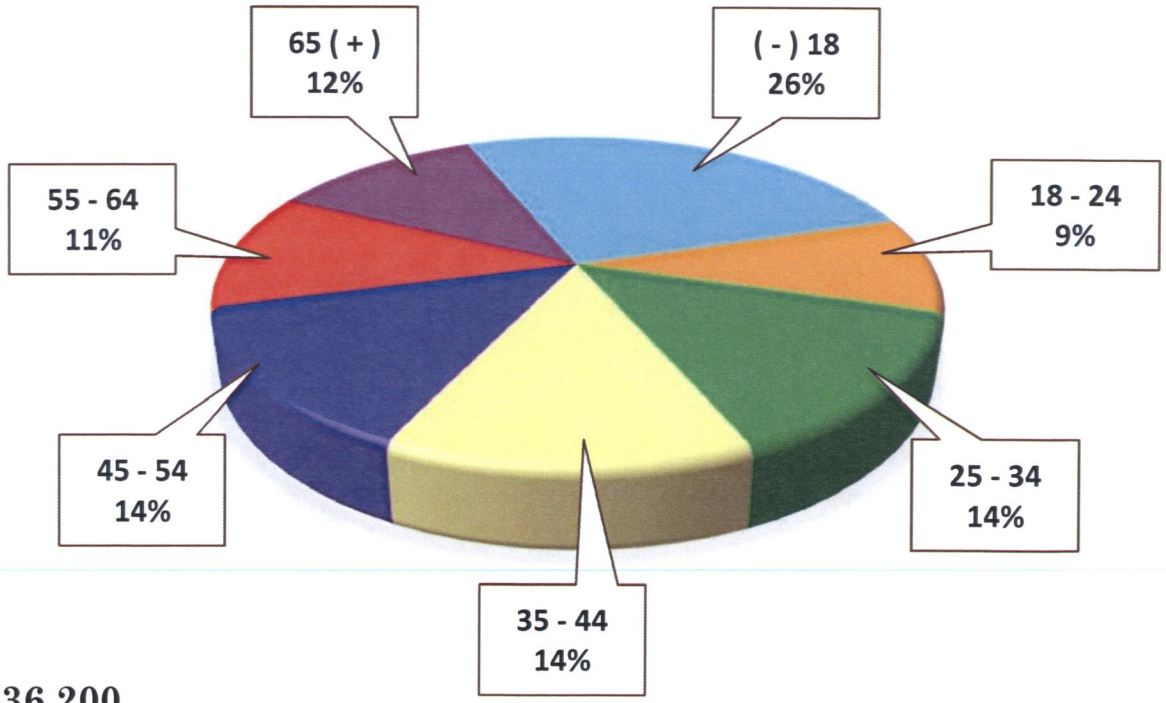
Total Retail Sales: $48,248,341,032

Annual Crop Sales: $320,236,000

Annual Livestock Sales: $741,795,600

Average Home Value: $116,000

New Residential Construction: $2,100,736,200



Sources: US Census Bureau: American Community Survey, US Census Bureau: County Business Patterns, USDA Census of Agriculture, Texas Almanac, and Data USA.

ON-AIR PERSONALITIES

KTFW REAL Country 92.1 Hank FM, fueled by Radio Vets and the Industry's Best!

Wake Up West-O-Plex Morning Show with Mike & Marlee Mon-Fri 6A – 10A



Start the day with Country Music, Family-Friendly Fun and Games, and Need-to-Know Info! Mike Crow and long-time friend, colleague, and 7-Year 92.1 Co-Host, Marlee McCormick, are together again like thick and thin on Real Country 92.1 Hank FM's Morning Show! "Waaaaaaaake up, West-O-Plex!!!"

20/20 North Texas News | Daily Opinion Poll | Country Classic Flashback

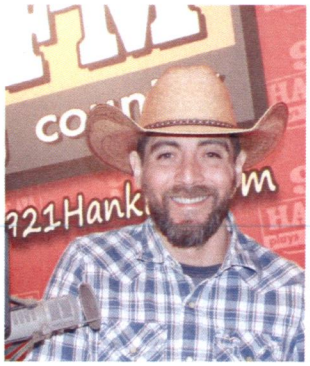
Ken Buckner's Road Home Mon-Fri 3P – 7P



Having a friend tag along on the Afternoon Ride home makes any day a better day! Good, bad, or in between, Hank fans can count on having Ken by their side spinnin' Real Country tunes and a tale or two!

5:10 Freebie **4:40 Flashback**

Nights w/ Johnny Wayne Mon-Fri 7P – 11P



Night Owls unite with Johnny Wayne at the wheel! Stay up late and keep the Real Country rollin! Tun in to Hank FM and revel in the greatest Country Music Ever Made!

Wilde Workdays with Erin Wilde Mon-Fri 10A – 3P



Pick up the pace and make the clock race! Tune in to Erin Wilde and turn your Wilde Workdays around with the best era of Country Music and the tender-hearted voice of positivity Hank fans love… Never Mild, Always Wilde!

All Request Hot & Wilde Lunch Hour!

Win With Wilde: Word of The Day

Hourly Weather Reports Mon-Fri 6A-7P | **SAT 7A-8A Billy Kinder's Outdoors** takes you fishing and Hunting in Texas every Saturday **Sunday 6A-7A Red Steagall's Cowboy Corner** is all things Western with Country Legend Red Steagall | **Sunday 7A-9A Power Source** is positive and uplifting Country Music to start your day | **Sunday 5P-8P Joe Bielinski's Country Café** songs and interviews with the Legends of Country Music | **Saturday 7P-10P Tracy Lawrence "Honky-Tonkin" music** and interviews with '80s & "90s! Country Stars!



WEDNESDAY 9:30A

Mike & Marlee speak LIVE with the North Texas Humane Society every Wednesday to get and share details on the featured pet of the week in need of a new home.



Honkeytonk Texas

SATURDAYS 7P - MIDNIGHT

The Crowman gets out on the rugged edge of Country Music, with Classic Country, Texas Country and Nashville Rebels.



Hunting with Hank

SATURDAYS 7A-8A

92.1 HANK FM is proud to present "Big Billy Kinder Outdoors," a one hour outdoor talk radio show by Bill Kinder, 37 year radio veteran. Big Billy Kinder Outdoors features outdoor education, celebrity guests, charity, FUN & MORE!



SUNDAYS 6A - 7A

Hosted by one of Fort Worth's own Country Legends, Red Stegall. Red blends Classic Cowboy songs with Cowboy Poetry and gives Hank listeners a look back into our American Western Heritage.



SUNDAYS 7A - 9A

The latest country gospel mixed with some old standards.

92.1 HANK FM REAL COUNTRY 92.1HankFM.com

DIGITAL

Radio is the only Marketing Medium to enhance reach with Digital Platforms!

STREAMING

27,514 AVG MONTHLY STREAMS

7,630 AVG MONTHLY UNIQUE USERS

Real Country is just a click away when you go mobile! Bolster your advertising with a :30 second streaming schedule! A visual banner will grab the consumer's attention when your spot "streams" in Hank FM's SmartPhone App! Feel free to take full advantage of the power of mobility with a 15 second Gateway Video. Gateway Videos greet listeners when they open the Hank App! Once the video rolls through to completion, the online audio stream takes over. No stopping or skipping, to ensure your message is hear....er...uh.... Seen? Both ads are clickable, with a link to the advertiser's website or preferred social media page. The average online listener tunes in for an hour minimum!

WEBSITE

877,406 WEBSITE YEARLY PAGE VIEWS

232,535 WEBSITE YEARLY UNIQUE VISTORS

If high traffic is what you want, look no further than 921HankFM.com! Homepage/Post/& Rotating Locked Footer Banners give a variety of options to choose from! Individual Features also available! Chat Wall, Recently Played Reel, Pet of the Week, Concert & Event Calendar, Website Takeover, and MORE!

MOBILE

881,550 APP USERS

The Real Country SmartPhone App guarantees the Sound of Texas ANYWHERE & EVERYWHERE, any day, any time! Enjoy Hank's audio stream, interactive chat with Hank Personalities, a Concert and Event Calendar at the tip of your fingertips, and a Weather Bug... just in case. First Impression, In App, & Smart Phone Push available!

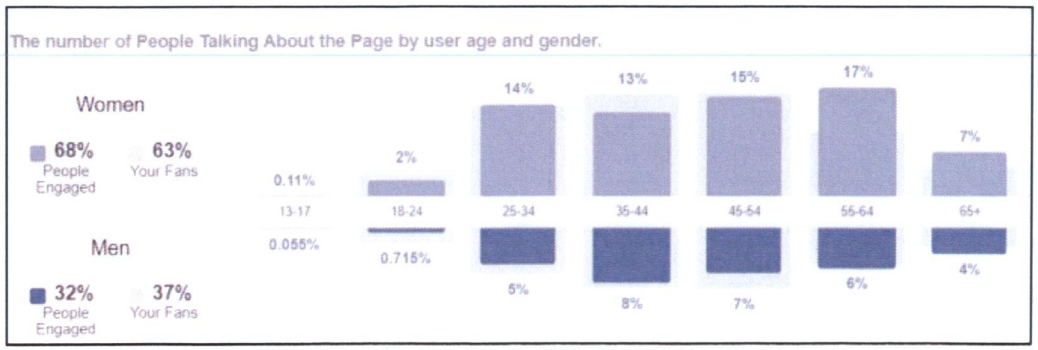
SOCIAL

94,986 FACEBOOK

35,967 TWITTER

Activate more listeners than ever before through Social Media Promotions with 92.1 Hank FM on Facebook or Twitter! Facebook is the most visited site on the web and we've already laid the groundwork by connecting with our listeners on all available platforms. Focused interaction keeps Hank fans engaged! All that's missing is you!

Hank FM has nearly 100,000 fans on Facebook! Engaged Fanbase:



Adults 18 – 24	3%	Adults 45 – 54	22%
Adults 25 – 34	19%	Adults 55 – 64	23%
Adults 35 – 44	21%	Adults 65 +	11%

68% Men / 32% Women

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DIGITAL



ONLINE AD:

Length:	30
Dimensions:	300x250
Time:	M-F 8A-6P

VIDEO GATEWAY:

Length:	15
Dimensions:	300x250
Format:	FLV,MPEG,AVI,MP4,MOV,WMV



LOCKED FOOTER BANNER:

Dimensions:	728x90
Rotation:	25%
Format	JPEG, TIFF

POST BANNER:

Dimensions:	350x400
Rotation:	25%
Format:	JPEG, TIFF



FIRST IMPRESSION

Characters:	135-140
Dimensions:	72x72

IN APP AD:

Characters:	135-140
Dimensions:	72x72

SMART PHONE PUSH MESSAGE:

Characters: 135 or less

92.1 HANK FM REAL COUNTRY 92.1HankFM.com

EVENTS

FORT WORTH STOCK SHOW

- Dates: Jan – Feb
- Attendees: 1,000,000+
- Description: Three weeks of heart-pounding rodeo, world class livestock, kid-friendly exhibits, live music, cowboy cuisine, and four acres of incredible shopping. 92.1 HANK FM wouldn't miss it especially because we are the official grounds music & voice of the Stock Show
- SPONSORSHIP OPPORTUNITY

CRUISE NIGHT

- Dates: April – Aug
- Attendees: 200 to 300 per wk for 13wks
- Description: HANK loves cars, motorcycles, & barbecue. Join 92.1 HANK FM every Thursday at seven o'clock for the legendary "Cruise Night" and great weekly prizes!
- SPONSORSHIP OPPORTUNITY

TEXAS MOTOR SPEEDWAY

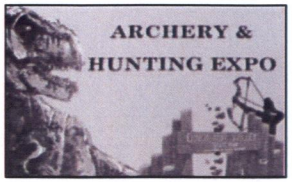
- Dates: April, July, Nov
- Attendees: 200,000+
- Description: Texas Motor Speedway and LKCM Radio Group have partnered for this race season by offering an exclusive on-site opportunity. Join us at Texas Motor Speedway.

MAYFEST

- Dates: May
- Attendees: 200,000+
- Description: 7 STAGES OF ENTERTAINMENT! 5 SPECIAL ATTRACTION SHOWS! 3 Dedicated MUSIC STAGES! Showcasing a vast array of local and regional talent sure to please every taste.
- SPONSORSHIP OPPORTUNITY

HOT SOUNDS OF SUMMER

- Dates: May – June
- Attendees: 4,500
- Description: Music lovers UNITE! Bring your lawn chairs and sit under the stars with us cause we're rolling out plenty of music to fill the night. City of Burleson & 92.1 HANK FM are proud to present the Hot Sounds of Summer- a five week Summer concert series in Burleson Old Town.
- SPONSORSHIP OPPORTUNITY



ARCHERY & HUNTING EXPO

- Dates: 4th Saturday of September
- Attendees: 2,000+
- Description: Join Hank at Dinosaur Valley State Park in Glen Rose, Texas for Hank's Archery & Hunting Expo! Support 4H Shooting Sports and LDL Educational Resources Foundation on the 4th Saturday in September for a NASP tournament and vendors representing all things hunting at this one day event! Admission is free!
- SPONSORSHIP OPPORTUNITY

GRANBURY'S 4TH OF JULY CELEBRATION

GRANBURY FOURTH

- Dates: July
- Attendees: 50,000+
- Description: HANK is proud to join Granbury's Independence Day festivities. The firework's show is ranked in the Top 10 for the Southwestern United States & Top 50 in the nation. The annual celebration was named on of the top Texas 4th of July Celebrations by Texas Highways.
- SPONSORSHIP OPPORTUNITY

Fort Worth's Fourth

FORT WORTH'S FOURTH

- Dates: July
- Attendees: 65,000+
- Description: The biggest Independence Day Celebration in Fort Worth. Festivities include 5 hours of FREE activities for the whole family and the largest fireworks display in Fort Worth!
- SPONSORSHIP OPPORTUNITY

TCU

FROG ALLEY

- Dates: Aug – Dec
- Attendees: 120,000+
- Description: TCU's Pre-Game Football Party in Frog Alley is the place to market your product this football season. The TCU fan is active, intelligent, affluent, and tremendously loyal to their alma mater. 92.1 HANK FM is the home of The Gary Patterson Show hosted by TCU's head coach Gary Patterson & sports announcer Brian Estridge.
- SPONSORSHIP OPPORTUNITY

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ON-AIR RATES

DAY	TIME	DAYPART	:60	:30	:15
MON-FRI	6A-10A	Morning Drive	$80	$65	$38
	10A-3P	Mid-Day	$70	$57	$33
	3P-7P	Afternoon Drive	$75	$61	$40
	7P-MID	Evening	$40	$32	$20
	12A-6A	Overnight	$10	$9	$8
SATURDAY	6A-10A	Morning	$35	$29	$20
	10A-3P	Mid-Day	$65	$53	$35
	3P-7P	Afternoon	$45	$37	$25
	7P-MID	Evening	$20	$17	$13
	12A-6A	Overnight	$10	$9	$8
SUNDAY	8A-5P	Morning/Mid-Day	$40	$32	$20
	5P-8P	Country Café – Joe Bielinski	$50	$40	NA
	7P-MID	Evening	$10	$4	$3
	12A-6A	Overnight	$5	$4	$3

Terms & Conditions: Access to station inventory is based on availability and applicable terms and conditions. Average rates require equal distribution among applicable dayparts and days. Customer must be in good standing with our credit office. Payment terms are net 15 days with approved credit. Copy is due at least 3-business days prior to date of broadcast. A two-week written cancellation notice is required.

92.1 HANK FM REAL COUNTRY 92.1HankFM.com

DIGITAL RATES

A little Mobility goes a Looooooooong way!



PLATFORM	PRODUCT	AD	CPM
STREAMING	Online Ad	$10/ad	$10
	Video Gateway	$400/wk	$40
WEBSITE	Locked Footer Banner	$500/mo	N/A
	Post Banner	$250/mo	N/A
MOBILE	First Impression Ad	$1,000/mo	N/A
	In App Ad	N/A	$10
SOCIAL	Facebook Promotion	$125/post	N/A
	Twitter Promotion	$50/post	N/A

Increase marketing reach and catch Mobile Consumers without breaking the budget! Digital Marketing gives consumers what they want with the power to buy at their literal fingertips. Smartphone, smart pad, laptop, and desktop consumers are engaged! Reach consumers where they sit with a multi-faceted marketing campaign or use Digital Marketing as a stand-alone to spread the word about your business!

City of Saginaw

Meeting Date: 6/18/2019

Agenda Items: (14)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
FY19/20 Budget Workshop to review the Crime Control and Prevention District (CCPD) Fund and the Street Maintenance Fund.

BACKGROUND/DISCUSSION:
The FY19/20 budget preparation process has begun. Presentations will be made to the City Council throughout the summer to review and discuss budget issues.

FINANCIAL IMPACT:
The items discussed may impact the FY19/20 Proposed Budget and the multi-year financial plan.

RECOMMENDATION:
This is a workshop to discuss FY19/20 budget issues. No action will be taken.

ATTACHMENTS:

Description

Budget Powerpoint Presentation

Crime Control & Prevention District Fund

Revenue source is 3/8 cent sales tax

Expenses

- 10 patrol officers, 1 jailer, 1 dispatcher, and ½ SRO
- 3 patrol vehicle replacements
- Software for records management, MDTs, and fingerprint system
- Replacement of 8 bullet resistant vests 50% grant funding
- Replacement of 2 ticket writers

	FY 18/19 Adopted	FY 18/19 Revised	FY 18/19 YTD	YTD %	FY 18/19 Estimated	FY 19/20 Planning
Beginning Fund Bal	$ 525,173	$ 525,173			$ 525,173	$ 415,623
Revenues	$ 1,115,850	$ 1,115,850	$ 794,976	71%	$ 1,197,740	$ 1,217,770
Transfer to Gen Fund	1,005,300	1,005,300	502,650	50%	1,005,300	1,003,310
Supplies and Other	75,300	75,300	61,519	82%	75,800	75,760
Capital Outlay	226,190	226,190	161,855	72%	226,190	177,500
Total Expenditures	$ 1,306,790	$ 1,306,790	$ 726,024	56%	$ 1,307,290	$ 1,256,570
Ending Fund Bal	$ 334,233	$ 334,233			$ 415,623	$ 376,823
Inc/(Dec) in Fund Bal	$ (190,940)	$ (190,940)			$ (109,550)	$ (38,800)

Street Maintenance Fund

Revenue source is 1/8 cent sales tax

Expenses – street and sidewalk repair and replacement

- Burlington Rd reconstruction $434,480 will be delayed until FY19/20
- Reconstruct Hialeah Park from South Hampshire to Saginaw Blvd
- Reconstruct South Hampshire from Longhorn Rd to Hialeah Park
- Reconstruct Arcadia St from Longhorn Rd to Westcliff Ave
- Reconstruct Normandy Ct from Knowles west 16,200 sq feet
- Reconstruct Georgian Rd from Park Center south 22,950 sq feet

	FY 18/19 Adopted	FY 18/19 Revised	FY 18/19 YTD	YTD %	FY 18/19 Estimated	FY 19/20 Planning
Beginning Fund Bal	$ 1,655,775	$1,655,775			$ 1,655,775	$ 1,567,015
Revenues	$ 416,100	$ 416,100	$303,089	73%	$ 452,990	$ 436,965
Street Repairs/Repl	300,000	300,000	46,636	16%	300,000	270,000
Street Maintenance	539,480	656,230	85,720	13%	221,750	494,480
Sidewalk Repair/Repl	20,000	20,000	10,607	53%	20,000	20,000
Total Expenditures	859,480	976,230	142,963	15%	541,750	784,480
Ending Fund Bal	$ 1,212,395	$1,095,645			$ 1,567,015	$ 1,219,500
Inc/(Dec) in Fund Bal	$ (443,380)	$ (560,130)			$ (88,760)	$ (347,515)